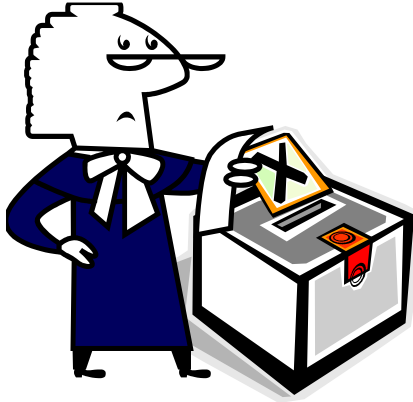


City Council  
August 25, 2014  
Monday



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



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



Produced and  
Distributed by the City Clerk's Office -8/20/2014-rk





# 2014 AUGUST / SEPTEMBER

- Monday 25<sup>th</sup>:** **CITY COUNCIL**  
Worksession 4:00 p.m., Committee of the Whole 5:00 p.m.,  
and Regular Meeting 6:00 p.m.
- Tuesday 26<sup>th</sup>:** **PUBLIC SAFETY BUILDING REVIEW COMMITTEE**  
Meeting 5:30 p.m.
- Wednesday 27<sup>th</sup>:** **PORT AND HARBOR ADVISORY COMMISSION**  
Regular Meeting 6:00 p.m.
- Monday 1<sup>st</sup>:** **CITY OFFICES CLOSED** in observance of Labor Day
- Tuesday 2<sup>nd</sup>:** **LIBRARY ADVISORY BOARD**  
Regular Meeting 5:00 p.m.
- Wednesday 3<sup>rd</sup>:** **PLANNING COMMISSION**  
Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.
- Thursday 4<sup>th</sup>:** **PERMANENT FUND COMMITTEE**  
Special Meeting 5:15 p.m.
- Friday 5<sup>th</sup>:** **VESSEL HAUL-OUT TASK FORCE**  
Meeting 3:45 p.m.
- Monday 8<sup>th</sup>:** **CITY COUNCIL**  
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 p.m.  
Library Advisory Board 1<sup>st</sup> Tuesday 5 p.m.  
Economic Development Advisory Commission 2<sup>nd</sup> Tuesday 6 p.m.  
Parks and Recreation Advisory Commission 3<sup>rd</sup> Thursday of the Month with the Exception of  
July & 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.)  
Public Arts Committee Quarterly 2<sup>nd</sup> Thursday 5:00 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**  
**BRYAN ZAK, COUNCILMEMBER – 16**  
**DAVID LEWIS, COUNCILMEMBER – 14**  
**BEAUREGARD BURGESS, COUNCILMEMBER – 15**  
**GUS VAN DYKE, COUNCILMEMBER – 16**

City Manager, Walt Wrede  
City Attorney, Thomas F. Klinkner

<http://cityofhomer-ak.gov/cityclerk> for home page access, Clerk's email address  
is: [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us) City 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)



**WORKSESSION**  
**4:00 P.M. MONDAY**  
**AUGUST 25, 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

### **WORKSESSION AGENDA**

- 1. CALL TO ORDER, 4:00 P.M.**
- 2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
- 3. 2015-2020 CAPITAL IMPROVEMENT PLAN *Page 15***  
**FY 2016 LEGISLATIVE REQUESTS**  
  
Memorandum 14-127 from Community and Economic Development Coordinator as backup. *Page 7*
- 4. COMMENTS OF THE AUDIENCE**
- 5. ADJOURNMENT NO LATER THAN 4:50 P.M.**  
Next Regular Meeting is Monday, September 8, 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 14-127

TO: Mayor Wythe and Homer City Council  
THROUGH: Walt Wrede, City Manager  
FROM: Katie Koester, Community and Economic Development Coordinator  
DATE: August 20, 2014  
SUBJECT: 2015-2020 CIP; FY 2016 Legislative Request

---

The City of Homer Capital Improvement Plan for 2015-2020 is ready in draft form for your review. A few notes:

- Nine new projects have been proposed for inclusion in the CIP. These projects will not be included in the CIP without first being approved by Council.

- Seven new City of Homer projects have been proposed:

1. Replacement Ambulance: proposed by Fire Chief
2. Backup Generator for Homer Public Library: proposed by Library Director
3. Homer Education and Recreation Center Upgrades: proposed by Parks & Recreation Commission
4. Seafarers Memorial Parking: proposed by Port & Harbor Director and Port & Harbor Commission
5. Storm Water Plan: proposed by Planning Director, Public Works Director and Planning Commission
6. Bayview Park Restoration Project: proposed by Parks & Recreation Commission
7. Homer Spit Trailhead Restroom: proposed by Planning Commission

- Two new projects have been requested by non-city organizations:
  - 1. Reconfiguration and Facility Upgrade: Homer Council on the Arts
  - 2. Safety/Security Improvements: Haven House
- One existing project in the 'Projects Submitted by Other Organizations' category has been requested to be made into a City project.
  - 1. Rogers Loop Trailhead Land Acquisition: request by Kachemak Nordic Ski Club
- Recommendations from City Boards and Commissions (in priority order). Boards and Commissions were asked to limit their recommendation to Council to their top 2 projects they would like to see on the Legislative Request. Because of the cancelation of the Parks and Recreation July meeting, their recommendation to Council and the tally of recommendations will be presented as a lay down at your August 25<sup>th</sup> work session.
  - Planning Commission
    - 1. Water Storage/ Distribution Improvements
    - 2. Storm Water Master Plan
  - Parks and Recreation Commission:  
Look for their recommendations in lay down memo
  - Library Advisory Board:  
Unable to meet due to lack of quorum during CIP review period
  - Economic Development Commission:  
Unable to meet due to lack of quorum during CIP review period
  - Port and Harbor Commission:
    - 1. Harbor Sheet Pile Loading Dock
    - 2. Barge Mooring Facility
  - Public Arts Committee
    - 1. Baycrest Overlook Gateway Park
    - 2. Homer Council on the Art: Re-configuration and Facility Upgrade

- Nine projects from the 2014-2019 CIP will be removed from the 2015-2020 CIP (indicated by a red line through the page in the draft document):

PROJECT:	REASON:
HH Float Improvements	Able to replace more floats as part of current Harbor Improvements than originally anticipated.
Town Center Infrastructure	Staff decided elements of this project are encompassed in the project East to West Transportation Corridor and recommend removal to prevent duplicate requests
Pioneer Avenue Upgrade	State funded project, DOT selected preferred alternative & Council passed resolution of support
Sterling Highway Reconstruction Anchor Point to Baycrest Hill	This section of road improved recently by ADOT/PF
Kachemak Bay Equestrian Association: Cottonwood Horse Park	KBEA completed this project (paid off land)
Haven House: Sustainability/ Energy Efficiency Improvements	Funded by Legislature
Visitor Information Center: Beautification Phase 1: Parking Lot	Funded by Legislature
Kenai Peninsula Borough: Homer High School Turf Field	Funded by bond
Kachemak Ski Club: Ohlson Mountain Rope Tow Safety Equipment Upgrade	Funded by Legislature

- The Legislature partially funded 3 projects from the Legislative Request in the FY2015 Capital Budget:
  - East to West Transportation Corridor. \$1.46 was awarded for the Waddell Way portion of this project.
  - Fire Department Equipment Upgrades. \$350,000 was awarded to fund the top two priorities on this list: Fire engine and taker refurbishments.
  - Harbor Sheet Pile Loading Dock. \$350,000 was awarded for this project.

Project descriptions have been updated throughout the CIP with new information regarding estimated cost, scope, progress to date, etc. Look for the red box in the lower corner of the page indicating the update applied.

- Assigning priority terms: Each City of Homer project is labeled as either Level 1 Priority (highest), Level 2 Priority, or Level 3 Priority. (State transportation projects and projects submitted by non-profits have not been given priority labels).
- Federal Priorities: In the past the Council has designated the very large scale infrastructure projects East Boat Harbor Expansion and Deep Water Dock Expansion as the top Federal priorities within the CIP Resolution. This designation directs City staff to advocate for those projects when meeting with

representatives of the federal government and our congressional delegation (understanding the limitations on earmarks in the current political climate). Please let me know how you would like to proceed with Federal priorities.

- Remaining Steps for Council in 2015-2020 Capital Improvement Planning Process:

- 1. Please submit your top 5 priorities to me by email on or before Monday, September 1<sup>st</sup>.** This will allow me to tally Council recommendations and draft a resolution in advance of the September 8 public hearing (kkoester@ci.homer.ak.us).

2. September 8: Public Hearing on CIP/Legislative Request

3. September 22: Adoption of CIP and Legislative Request Resolution by Council

**EVERYTHING YOU ALWAYS WANTED TO KNOW ABOUT THE CITY OF HOMER  
CAPITAL IMPROVEMENT PLAN**

by Anne Marie Holen, City of Homer Special Projects Coordinator  
(Updated by Katie Koester)

**Q: What is a CIP?**

**A:** CIP stands for Capital Improvement Plan. It is a multi-year document that lays out community priorities for capital projects, including (for each one) a project description, rationale for why it's needed (benefits to the community), description of progress to date (money raised, plans drawn up, etc.), and estimated total cost. For City of Homer projects, additional information is provided on the timeline for completion.

**NOTE:** A Capital Improvement Plan is not a funding request. From the City's standpoint, it is a plan. From the standpoint of a non-profit organization, it is a mechanism to raise awareness of a needed project and increase chances of funding from various sources. Nominating a project for inclusion in the CIP should not be thought of as a request for City funding.

**Q: What is a capital project?**

**A:** A capital project is a major, non-recurring budget item that results in a fixed asset (like a building, road, parcel of land, or major piece of equipment) with a useful life of at least two years. Designing and building a new library is a capital project. Planning and implementing an after-school reading program is not a capital project. Most of the projects in the City of Homer CIP are City projects, but some are community projects spearheaded by a non-profit organization (e.g., Pratt Museum) or state or federal agency (e.g., Alaska DOT or Kachemak Bay Research Reserve). City of Homer CIP projects must have an estimated cost of at least \$50,000. Those from non-profit organizations must have an estimated cost of at least \$25,000.

**Q: Newspaper articles often refer to the CIP as a "wish list." Is that accurate? If so, what's the point of writing up a "wish list"?**

**A:** That's not entirely accurate. In 2007 and 2012, the Homer City Council reviewed the CIP to eliminate projects that were unlikely to be undertaken in the next six years. This makes the CIP less of a "wish list" and more of an actual plan, at least for City projects.

There are several reasons to maintain a CIP, even when it seems like little progress is being made in accomplishing projects: 1) It helps focus attention on community needs. 2) It helps groups raise money for projects if the sponsor can say that the project has been identified as a community priority in the CIP. 3) Typically a project must be included in the CIP to be eligible for a state legislative appropriation.

**Q: What is the process for developing the Capital Improvement Plan?**

**A:** CIP development is a multi-step process that starts around May of each year and ends in October.

Step 1 is to develop the schedule. The schedule must be approved by the City Council.

Step 2 is to publicize the CIP process and invite project nominations from community organizations.

Step 3 is to send a copy of the current CIP to all the City department heads and the City Manager and ask for recommendations for new projects, projects that should be deleted, or changes to existing projects.

Step 4 is to make sure that all the City advisory bodies have a chance to weigh in. They are encouraged to name their “top” projects, and that information is passed on to the City Council. They can also suggest new projects, changes to existing projects, or any other recommendations related to the CIP.

During this time, work begins on a new draft CIP, to be constantly updated throughout the process. NOTE: The document is a DRAFT until it is approved by the City Council. Proposed new projects are kept separate until they are approved by Council.

The City Council typically holds a work session to discuss the CIP and also a public hearing at a regular City Council meeting. Members of the public are encouraged to attend and testify. The City Council will view the CIP as a whole and will also work to identify legislative priorities (a subset of the CIP) for special attention during the coming year.

Step 5 is to finalize the CIP as per City Council approval, and make 30 bound copies. These should be ready to distribute before the end of October. The CIP is also put on the City website.

**Q: Are the “legislative priorities” the same as the CIP?**

**A:** No, they are a subset of the CIP. The full CIP might contain 50 projects. All of them have been approved by the City Council and can be considered community priorities. However, the City Council also develops a “short list” of projects on which the City will focus particular attention during the upcoming legislative session. (The goal is to get at least partial funding for a project included in the state capital budget.) The “short list” and the “legislative priorities list” are the same thing.

The state budget process begins with a proposed budget submitted by the Governor in December. The legislature takes the Governor’s budget and works it over starting in mid-January. The House and Senate must both agree on a budget before it is finally passed in mid-April. (NOTE: The “operating budget” is different than the “capital budget.”)

The City’s “short list” may have only 5 projects on it. An attempt is made to include some less expensive projects along with big expensive ones. All of the projects on the short list will be City of Homer projects (e.g., for roads, harbor improvements, water and sewer upgrades, etc.) Project descriptions are put in special “packets” tailored specifically to legislators and state commissioners. Typically, the Mayor and one or two City Council members will make one or more trips to Juneau to advocate for funding for these projects. Other groups (e.g., hospital, college, non-profit representatives) also lobby for their favorite CIP projects.

**Q: Does the City seek federal funding for CIP projects also?**

**A:** Yes. All three members of the Alaska congressional delegation require local governments and other groups to submit funding requests in February of each year. Typically the City of Homer will select 3-6 projects for which we seek federal funding. In recent years, the City has advocated for Deep Water Dock



expansion and for the proposed East Boat Harbor. With the moratorium on federal “earmarks” announced in early 2011, chances of receiving federal funding for a project have diminished substantially.

**Q: What advice do you have for a community member who wants to see a particular project included in the CIP?**

**A:** • Keep in mind that if a proposal comes from one of the following, it is automatically forwarded to the City Council for consideration: 1) A City department head, 2) a City advisory body, 3) the Mayor or individual City Council member, 4) a non-profit organization or state/federal government agency. If you can sell your idea to one or more of those, and it is passed on to staff, a draft project description will be written to take to the City Council. NOTE: Ask for a Project Nomination Form to use for this purpose.

- Take advantage of opportunities to express support for one or more projects anytime the CIP is on a Council or Commission meeting agenda. If you testify earlier in the process, Council members will have more time to consider what you say before making their final decisions. The CIP will be on the Council agenda at least three times: For introduction, public hearing, and final vote. Check with the Clerk’s Office regarding the dates. You can also communicate with City Council members individually.

Further advice: If you are seeking funding for your project through the state legislature, talk to our local state representative (currently Paul Seaton) about that process.

**Q: Once a project is approved for inclusion in the CIP, what can I do to make sure it doesn’t just languish there?**

**A:** • Keep your eyes on the prize. If you are with a community group or advisory body, develop a long-range plan and base your CIP request on that plan. Limit your request to one or two items and then keep your attention and energies focused on that goal.

Be realistic in your expectations. Many projects require multiple sources of funding over a period of years. Project success starts with a vision, then a well-developed funding plan, then focused implementation of that plan.

- Finally, If you think the City should be providing more programs, services, facilities, etc. for the people of Homer and providing more support to non-profit organizations, remember that almost all the money at the City’s disposal comes from sales and property tax revenues.

The City can (and does) apply for grants to fund capital projects, but those funders almost always require the City to cover some of the costs with local funds.



# City of Homer Capital Improvement Plan 2015-2020



Daniel D Takak being hauled out of the harbor for repairs. Infrastructure for a haulout to facilitate boat work on large vessels is on the 2015-2020 City of Homer CIP.



City of Homer  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
907-235-8121





## 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

September 8, 2014

To The Honorable Mayor and Homer City Council:

This document presents the City of Homer 2015 through 2020 Capital Improvement Plan. The CIP provides information on capital projects identified as priorities for the Homer community. Descriptions of City projects include cost and schedule information and a designation of Priority Level 1 (highest), 2, or 3. Projects to be undertaken by the State of Alaska and other non-City organizations are included in the CIP in separate sections. An overview of the financial assumptions can be found in the Appendix.

The projects included in the City of Homer's 2105-2020 CIP were compiled with input from the public, area-wide agencies, and City staff, as well as various advisory commissions serving the City of Homer.

It is the City of Homer's intent to update the CIP annually to ensure the long-range capital improvement planning stays current, as well as to determine annual legislative priorities and assist with budget development. Your assistance in the effort is much appreciated.

Sincerely,

Walt Wrede  
City Manager





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**Update**



## **Funded Projects from 2014-2019 CIP List**

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The City of Homer is pleased to note that full funding for the following project has been identified or procured:

- HH Float Improvements

The City of Homer is pleased to note that partial funding for the following projects has been identified or procured. Though these projects are significantly advanced with partial funding, they will be included in the CIP until funding is identified to complete the project:

- Harbor Sheet Pile Loading Dock
- Fire Department Equipment Upgrades: (Refurbish Fire Engine 4 and Tanker 2 funded)
- East to West Transportation Corridor

The City of Homer is pleased funding has been identified for the following State of Alaska projects:

- Pioneer Avenue Upgrade
- Sterling Highway Reconstruction - Anchor Point to Baycrest Hill

The City of Homer would like to congratulate area non-profits on securing funding for the below mentioned projects formerly listed in the City of Homer CIP under 'Projects Submitted by Other Organizations:'

- Kachemak Bay Equestrian Association: Cottonwood Horse Park
- Haven House: Sustainability/Energy Efficiency Projects
- Homer Chamber of Commerce: Visitor Information Center Parking Lot
- Kenai Peninsula Borough: Homer High School Turf Field
- Kachemak Ski Club: Ohlson Mountain Rope Tow Safety Equipment Upgrades

**Updated with funded  
project information.**



## Introduction: The Capital Improvement Program

---

A capital improvement plan (CIP) is a long-term guide for capital project expenditures. The CIP includes a list of capital projects a community envisions for the future, and a plan that integrates timing of expenditures with the City's annual budget. The program identifies ways projects will benefit the community. The CIP also indicates the priorities assigned to different projects and presents a target construction schedule.

A carefully prepared capital improvement plan has many uses. It can assist a community to:

- Anticipate community needs in advance, before needs become critical.
- Rank capital improvement needs in order to ensure the most important projects are given consideration for funding before projects not as urgently needed.
- Plan for maintenance and operating costs so expenses are budgeted in advance, and projects communities cannot afford to operate are avoided.
- Provide a written description and justification for projects submitted for state funding so the legislature, governor, and appropriate agencies have the information necessary to make decisions about funding capital projects.
- Provide the basis for capital projects as part of the annual budget.

A capital improvement project is one that warrants special attention in the municipal budget. Normally, public funds are not expended if the project is not listed in the CIP. A capital expenditure should be a major, nonrecurring budget item that results in a fixed asset with an anticipated life of at least two years. Projects eligible for inclusion in the City of Homer CIP have a lower cost limit of \$50,000 for City projects and \$25,000 for those proposed by non-profit organizations. Projects proposed by non-profit organizations and other non-City groups may be included in the CIP with City Council approval, but such inclusion does not indicate that the City intends to provide funding for the project.

The municipality's capital improvement plan is prepared in accordance with a planning schedule, usually adopted by City Council at the onset of the CIP process. A copy of the City of Homer CIP schedule appears in the appendix of this document.

The number of years over which capital projects are scheduled is called the capital programming period. The City of Homer's capital programming period coincides with the State's, which is a six year period. The CIP is updated annually, since only some of the projects are funded and completed each year.

A capital improvement plan is not complete without public input. The public should be involved throughout the CIP process, including the nomination and adoption stages of the process. The City of Homer solicits input from City advisory bodies, advertises for public input during the CIP public hearing, and invites the public to participate throughout the entire process.

The City's capital improvement program integrates the City's annual budget with planning for larger projects that meet community goals. Though the CIP is a product of the City Council, the administration provides important technical support and ideas and suggestions from the public are incorporated through the entire process.

**Determining project priorities:** City of Homer CIP projects are assigned a priority level of 1, 2, or 3, with 1 being the highest priority. To determine priority, the Council considers such questions as:

- Will the project correct a problem that poses a clear danger to human health and safety?
- Will the project significantly enhance City revenues or prevent significant financial loss?
- Is the project widely supported within the community?
- Has the project already been partially funded?
- Is it likely that the project will be funded only if it is identified as being of highest priority?
- Has the project been in the CIP for a long time?
- Is the project specifically recommended in other City of Homer long-range plans?
- Is the project strongly supported by one or more City advisory bodies?

Once the overall CIP list is finalized, the City Council names a subset of projects that will be the focus of efforts to obtain state and/or federal funding in the coming year. The overall CIP and the legislative priority list are approved by resolution.

## Integration of the CIP with Comprehensive Plan Goals

Each project listed in the CIP document has been evaluated for consistency with the City's goals as outlined in the Comprehensive Plan. The following goals were taken into account in project evaluation:

**Land Use:** Guide the amount and location of Homer's growth to increase the supply and diversity of housing, protect important environmental resources and community character, reduce sprawl by encouraging infill, make efficient use of infrastructure, support a healthy local economy, and help reduce global impacts including limiting greenhouse gas emissions.

**Transportation:** Address future transportation needs while considering land use, economics, and aesthetics, and increase community connectivity for vehicles, pedestrians, and cyclists.

**Public Service & Facilities:** Provide public services and facilities that meet current needs while planning for the future. Develop strategies to work with community partners that provide beneficial community services outside of the scope of City government.

**Parks, Recreation & Culture:** Encourage a wide range of health-promoting recreation services and facilities, provide ready access to open space, parks, and recreation, and take pride in supporting the arts.

**Economic Vitality:** Promote strength and continued growth of Homer's economic industries including marine trades, commercial fishing, tourism, education, arts, and culture. Preserve quality of life while supporting the creation of more year-round living wage jobs.

**Energy:** Promote energy conservation, wise use of environmental resources, and development of renewable energy through the actions of local government as well as the private sector.

**Homer Spit:** Manage the land and other resources of the Spit to accommodate its natural processes, while allowing fishing, tourism, other marine-related development, and open space/recreational uses.

**Town Center:** Create a community focal point to provide for business development, instill a greater sense of pride in the downtown area, enhance mobility for all forms of transportation, and contribute to a higher quality of life.

# **City of Homer State Legislative Request FY2016 Capital Budget**



Homer Volunteer Fire Department is joining forces with the Homer Police Department to replace the Fire Hall and Police Department with a new Public Safety building. The new facility will meet both department's current and future needs so they can continue to save lives, protect property, and keep the peace. Photo by Josephine Ryan.

**City of Homer  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
907-235-8121**



## **Legislative Request FY2015**

---

**City of Homer FY2015 State Legislative Priorities list  
approved by the Homer City Council  
via Resolution 13-087(A)**

- 1. Water Storage/Distribution Improvements - \$3,510,000**
- 2. Public Safety Building - \$1,231,904**
- 3. Harbor Sheet Pile Loading Dock- \$955,000**
- 4. Fire Department Equipment Upgrades -\$1,012,500**
- 5. East to West Transportation Corridor - \$4,939,250**

**Update**





# 1. Water Storage/Distribution Improvements

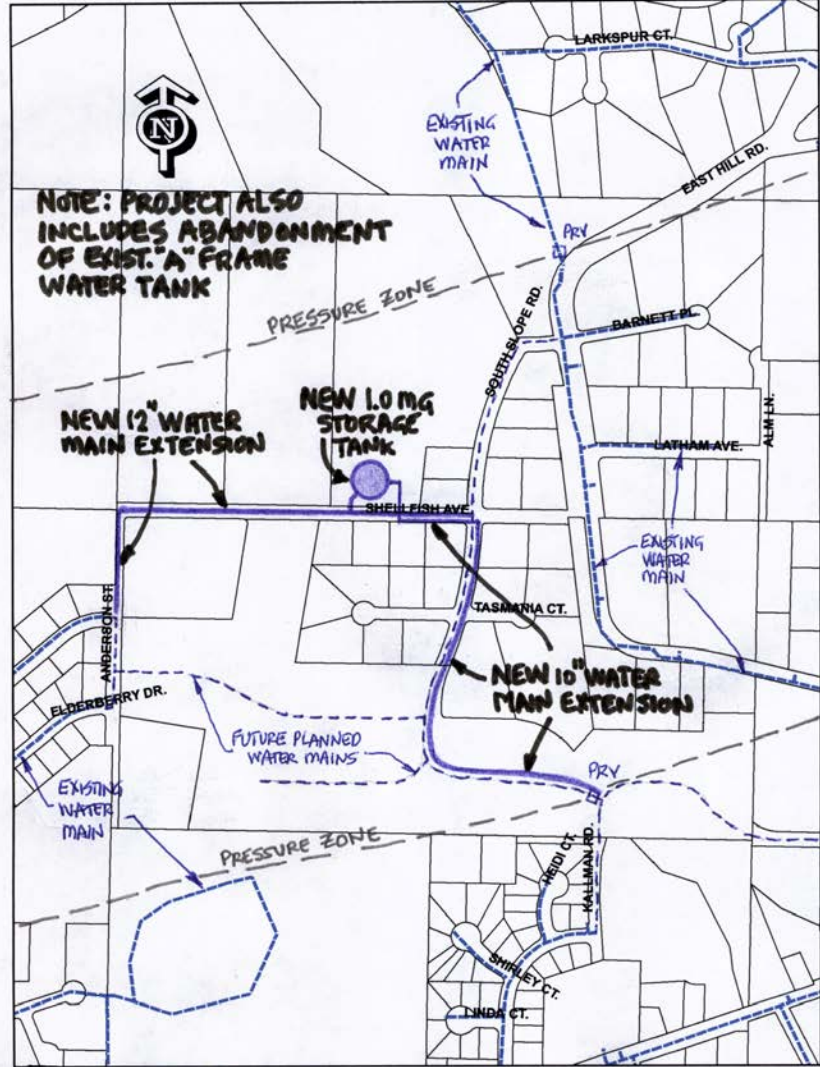
**Project Description & Benefit:** This project will design and construct improvements that will increase water storage, improve water system distribution, drinking water quality/ public health, and treatment plant and water transmission effectiveness.

The project consists of the installation of an underground 1.0 MG water storage tank; 2,000 linear feet of 12-inch distribution main (connecting two isolated parts of town); the installation of 2,000 linear feet of water main between the new tank and the water system; and the abandonment of an existing, functionally obsolete (+50 years old), steel water tank.

**Plans & Progress:** The need for this project has been documented in the Homer Water & Sewer Master Plan (2006). The City received a \$390,000 Special Appropriation Project grant for the design phase of the project in 2012 from the Environmental Protection Agency. Design is underway and will be complete in 2014.

Total Project Cost: \$3,900,000  
 2014 (Design, funding secured): \$390,000  
 2016-2017 (Construction): \$3,510,000

**FY2015 State Request: \$3,510,000**  
 (10% Match: \$390,000)



This needs to be the number one priority to score well on grant. PC #1 Priority. Update when we hear back from DEC about grant application (September)



## 2. Public Safety Building

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**Project Description & Benefit:** New Fire and Police Stations have been on the City of Homer Capital Improvement Plan independently for over 10 years. Both buildings are from the early 80s and suffer from a series of inadequacies such as lack of office, storage and training space and health and safety violations from inadequate ventilation.

The current fire hall does not have adequate equipment storage bays. Expensive equipment has to be stored outside and exposed to the elements. In the winter, equipment has to be winterized and decommissioned due to lack of heated garage space. The fire hall does not meet fire station design criteria with separated biohazard decontamination/ cleaning areas or separated storage areas for cleaning medical supplies. It also lacks adequate space to accommodate more than four overnight crew members. Space is needed for eight people to sleep in the station without disrupting normal operations.

The current police station has no area for evidence processing of large items, a crisis cell for special needs prisoners, or a proper juvenile holding area. Existing dispatch facilities are cramped. The jail entry area, booking room, and jail offices are poorly designed; prisoners have to pass by dispatch staff coming and going. Both facilities are inefficient and heat with electric. A new building will take advantage of efficient building practices and natural gas.

A joint public safety building will create a central location for emergency response and benefit the entire Homer area. The Homer Police Department provides 9-1-1 services for many of the communities on the southern Kenai Peninsula and area-wide dispatching and support services to a host of agencies. Agencies such as the Coast Guard and State Parks could benefit from the expanded training spaces. A new building will allow the departments to work better together for the safety of the Homer residents and take advantage of shared spaces such as training rooms, a physical fitness area, a kitchen and break room, an entry with public restrooms, and a vehicle bay for washing city vehicles.

**Plans & Progress:** The City fully funded preliminary concept design (\$300,000) and formed a Public Safety Building Review Committee to oversee the design and construction process. The first phase is underway and the Committee is exploring the options and costs for an up-to-date facility tailored to local needs and available resources. To achieve cost savings and continuity, Homer is using a General Contractor Construction Manager approach and has hired a consultant team including USKH, Loren Berry Architect and Cornerstone General Contractors. This work will produce a space needs analysis, siting criteria, concept design, and cost projections for a new Homer Public Safety Building.

**Total Project Cost:** \$15,319,040

2014-2015 Design: \$1,531,904

2014 (to 10% Design): \$306,381

2015 (to 100% Design): \$1,225,523

2016-2017 (Construction): \$13,021,184

2018 (Inspection): \$765,952

**FY2016 State Request: \$1,231,904**

(City of Homer 25% Match: \$300,000 )



Homer Fire Hall in winter



Homer Police Department in winter

**Preliminary concept design work will be complete by fall. Will have more updates then for CIP.**





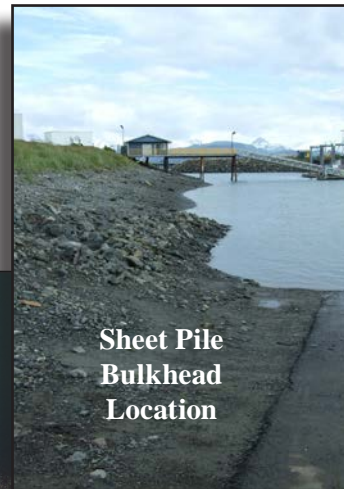
### 3. Harbor Sheet Pile Loading Dock

**Project Description & Benefit:** This project will construct a sheet pile loading pier between the existing barge ramp and the fuel dock on the east side of the Small Boat Harbor. It is estimated that the dock will be 225 feet long and dredged to -17 feet. This dock would be used to transfer heavy loads by crane onto barges and landing crafts. During peak fishing time it can be used for delivering fish when the Fish Dock is at capacity. It would also serve as mooring for large shallow-draft vessels that are now mooring on the System 5 float. The project will stimulate the shipping and freight sectors of the local economy, creating jobs and providing revenues for Port & Harbor operations. A sheet pile loading dock is a cost effective way to increase docking facilities available at the Homer Port and Harbor.

**Plans and Progress:** This project was first identified as a need at the time the State of Alaska transferred ownership of the harbor to the City of Homer in 1999. However, it was dropped from the TORA harbor improvement project list because it was not a repair or replacement item. Material from dredging the harbor will be used, saving the project the cost of fill. The Alaska State Legislature awarded \$350,000 in FY2015 which will fund 100% of design and just shy of 20% of construction.

Total Project Cost: \$1,450,000  
2015 (Design Funding Secured): \$145,000  
2015 (Construction): \$1,100,000  
Funding Secured: \$205,000

**FY2016 State Request: \$955,000**  
(City of Homer 10% Match: \$145,000)



Sheet Pile Bulkhead Location



Received \$350,000 in FY15 Capital Budget. Cost estimate increased from last year. P&H Commission # 1 priority.



## 4. Fire Department Equipment Upgrades

**Project Description & Benefit:** The Homer Volunteer Fire Department is in need of a number of vehicle upgrades to be able to safely and efficiently protect the lives and property of Homer residents.

**Quint (Ladder Truck):** An Aerial truck will greatly enhance the City of Homer's firefighting capability. As Homer continues to grow and the size and complexity of buildings increases it is no longer safe or practical to fight fire from the ground or off of ground ladders (the Homer Volunteer Fire Department's tallest ground ladder is only 35 feet.) Large footprint and tall buildings (two stories or more) often require the use of elevated hose streams to fight fire effectively. HVFD has no ability to provide for elevated hose streams except off of ground ladders, which severely limits the application of water and endangers the lives of firefighters. Aerial apparatus allow for the application of water to the interior of a building without placing firefighters in immediate danger. They also allow for the rescue of persons that become trapped in upper stories or on rooftops by fire or other incidents that impede the use of interior stairways. An aerial truck will increase fighting capability for large public buildings recently built (West Homer Elementary School, the Islands and Ocean Visitor Center, the Homer Ice Rink, and the South Peninsula Hospital Expansion), potentially lowering insurance rates for the community. Cost: \$800,000

**Brush/Wildland Firefighting Truck:** The Department's existing brush truck is a Ford F-350 that was converted to a brush unit in-house in 1990 by adding a manufactured tank, portable pump and a home-built tool storage compartment. The existing truck is severely deficient due to age-related wear and lack of capacity to handle the weight of firefighting equipment. A new Ford F-450/550 4x4 with wildland pump unit, tank, and tool compartments will provide critical and reliable service. In addition to fighting wildfires, the truck provides fire protection to areas inaccessible with traditional large fire apparatus due to poor road conditions during winter and break-up. Cost: \$120,000

**Harbor Fire Cart Replacement:** The Homer Harbor is outfitted with nine custom motorized fire carts that on multiple occasions have saved vessels and prevented the spreading of fire in the small boat harbor. These full response fire carts act as mini mobile fire engines and are capable of delivering AFFF foam to two attack lines at the same time. Unfortunately, the carts are over 20 years old and even though they are maintained with monthly and annual check-ups, many are failing due to the harsh marine environment. This project would purchase the pieces necessary to assemble eight new fire carts. Because of the special conditions in Alaska - harsh weather, extreme tides and the size of vessels - there is no pre-made fire cart that meet needs of the Homer Harbor. The City will assemble the fire carts using pieces that can be salvaged from the existing fire carts. A prototype has been constructed and tested by Harbor staff and is currently in operation. Cost: \$205,000

Total Project Cost: \$1,125,000

**State Request FY2016: \$1,012,500**

(City of Homer 10% Match: \$112,500)



A ladder truck like the one shown here will increase firefighting capability, firefighter safety, and potentially reduce insurance rates for homeowners.

**First 2 pieces of equipment: fire engine refurb and tanker refurb funded in FY15 Capital Budget (\$350,000).**



## 5. East to West Transportation Corridor

**Project Description & Benefit:** Currently the only way for drivers to get through town is via Pioneer Avenue or the Sterling Highway. Extending Bartlett Street, putting in a road through Town Center, and acquiring and upgrading Waddell Way will provide an alternate east - west route for traffic, easing congestion and allowing drivers to more quickly and efficiently get to their desired destination. This project fulfills a major objective of the City's 2005 Transportation Plan.

Building a road through Town Center, 30 acres of undeveloped land in the heart of Homer, is the first step in opening up this prime real estate. The Homer Comprehensive Plan, Town Center Development Plan and Comprehensive Economic Development Strategy all call for careful development of Town Center. The roads will be built to urban road standards and include such amenities as sidewalks, storm drains, and street lighting. Development on newly opened lots will help grow Homer's downtown business sector.

**Plans & Progress:** The City has purchased a lot for the Bartlett Street extension. The City dedicates a percentage of sales tax to the Homer Area Roads and Trails (HART) fund for road improvement projects and has pledged over 2.1 million dollars from the fund as a match for this project. The Alaska State Legislature funded \$1.4 million in the FY2015 Capital Budget to initiate the first leg of the east to west transportation corridor, Waddell Way.

Total Project Cost: \$8,459,000

2014 (Land Acquisition): \$1,400,000

2015 (Design): \$543,000

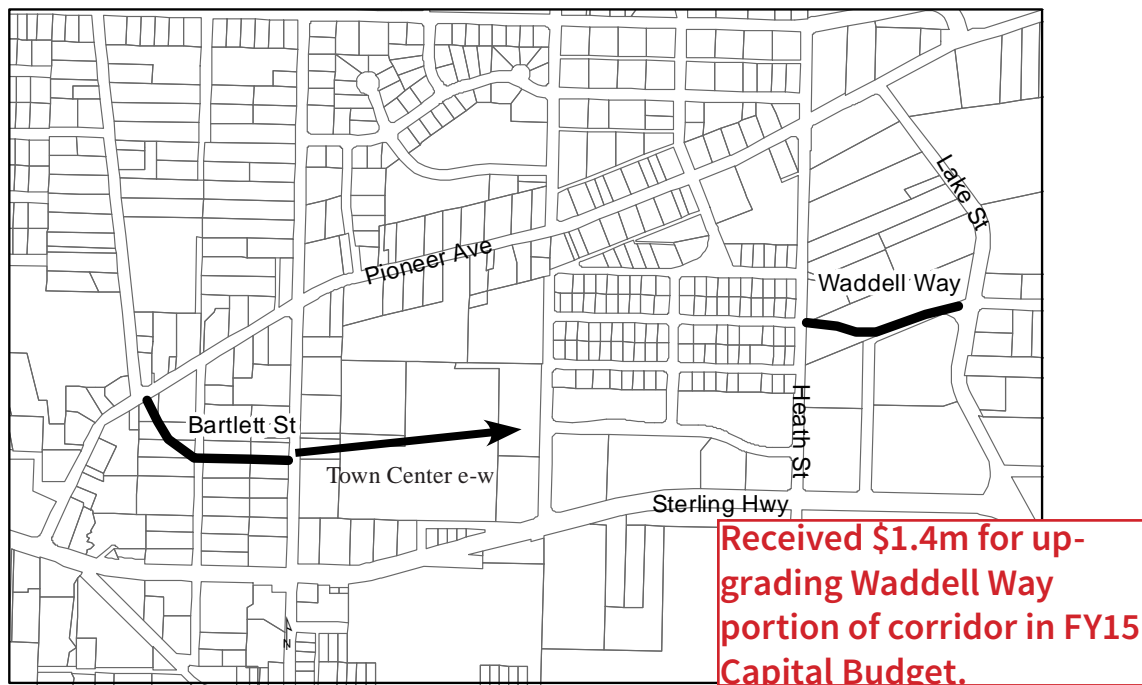
2016 (Construction): \$5,430,000

2017 (Inspection & Contingency): \$1,086,000

**State Request FY2016: \$4,939,250**

(City of Homer 25% Match: \$2,114,750)

(Waddell Way FY15 State Grant: \$1,405,000)





## **Mid-Range Projects**

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### **Part 2: Mid-Range Projects**

- **Local Roads**
- **Parks and Recreation**
- **Port and Harbor**
- **Public Safety**



## **Local Roads**

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- **Heath Street - Pioneer to Anderson**
- **Land Acquisition for New Roads**
- **Town Center Infrastructure**





## Heath Street - Pioneer to Anderson

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**Project Description & Benefit:** This project provides for the design and construction of a connection from East End Road to Anderson Street. The project will address concerns raised by Alaska Department of Transportation and Public Facilities (ADOT&PF) regarding the Heath Street/Pioneer and Lake Street/Pioneer intersections and will provide access from East End Road past Homer High School to a developing residential area north of the high school. The City of Homer will work with ADOT&PF engineers to determine the best route (extension of Heath Street vs. extension of Lake Street) to provide safer and more effective circulation, improve emergency access to and from the high school, provide for pedestrian access from the high school to a hillside trail system, and reduce congestion at existing intersections.

**Plans & Progress:** The improvement is recommended in the 2005 Homer Area Transportation Plan and would implement recommendations of the 2005 Homer Intersections Planning Study (ADOT&PF). The City of Homer has committed to funding 50% of the project with Homer Area Roads and Trails (HART) funds.

**Total Project Cost:** \$4,500,000

**Schedule:**

**2018 (Design):** \$500,000

**2020 (Construction):** \$4,000,000

**Priority Level:** 3





## Land Acquisition for New Roads

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**Project Description & Benefit:** This project will help meet current and future transportation needs by acquiring specific land parcels and rights of way to extend five local roads: It will improve traffic flow in Homer by providing alternate connections between different sectors of town.

### Lake/Heath Street to Anderson Avenue

- **Poopdeck Street extension north to Pioneer Avenue**
- **Early Spring Street extension north to East End Road**

**Plans & Progress:** All three road projects are recommended in the 2005 Homer Area Transportation Plan.

**Total Project Cost:** \$1,000,000

**Schedule:** 2015-2017

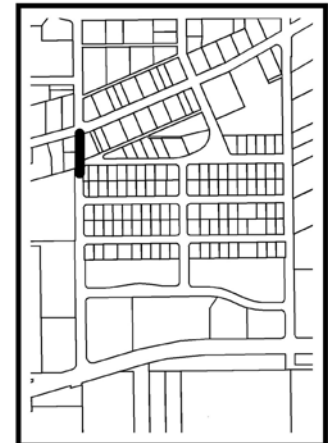
**Priority Level:** 1



Lake/Heath Street to Anderson Avenue.



Early Spring Street to East End Road.



Poopdeck Street to Pioneer Avenue.



## Town Center Infrastructure

**Project Description & Benefit:** In the Central Business District between Pioneer Avenue and the Sterling Highway and between Main Street and Poopdeck lie approximately 30 acres of undeveloped land, providing a unique opportunity to develop an attractive and lively downtown district in the heart of Homer. The Homer Comprehensive Plan, Town Center Development Plan, and Comprehensive Economic Development Strategy all call for careful development of Town Center. Establishing infrastructure is an important step in attracting further investment that will make Town Center a success.

The Town Center Infrastructure Project will begin Phase 1 development of Town Center, as described in the April 2006 Town Center Development Plan. This planning should be carried out in conjunction with an overall master plan for Town Center that will also identify areas for commercial development, public space, and parks. It could coincide with the Farmers Market project proposed for Town Center.

Specifically, the project will establish routes and acquire rights-of-way for roads, trails, and sidewalks; identify and carry out needed land exchanges between property owners; and develop the first trails through Town Center along with primary roadways with sidewalks, crosswalks, and utilities.

**Plans & Progress:** The Homer Town Center Project began in 1998 (as the Town Square Project) with a goal “to envision and create, through inclusive community planning, an area within the Central Business District of Homer that will be a magnet for the community, provide for business development, instill a greater sense of pride in the downtown area, make Homer more pedestrian-friendly, and contribute to a higher quality of life.” The Town Center Development Plan was adopted by the City Council in 2006 as part of Homer’s Comprehensive Plan.

**Total Project Cost:** \$2,250,000

**Schedule:**

**2016 (Design):** \$250,000

**2017 Construction:** \$2,000,000

**Priority Level:** 1



East-west and north-south road connections combined with trails, sidewalks, and parking in Town Center will set the stage for development of an economically vibrant and attractive downtown district in the heart of Homer.





## **Parks and Recreation**

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- **Ben Walters Park Improvements, Phase 2**
- **Jack Gist Park Improvements, Phase 2**
- **Karen Hornaday Park Improvements, Phase 2**
- **Mariner Park Restroom**
- **Baycrest Overlook Gateway Project**



## Ben Walters Park Improvements, Phase 2

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**Project Description & Benefit:** Ben Walters Park comprises 2.5 acres on the shore of Beluga Lake, near the intersection of Lake Street and the Sterling Highway. With its central location, proximity to McDonalds restaurant, and access to the lake for winter and summer recreation, it is one of Homer’s most frequently visited parks. Phase 2 will enlarge the parking area and renovate the picnic shelter that has become worn with heavy use over the years.

**Plans & Progress:** Phase 1 of the park improvement project, to replace the dock, was completed in 2009. Since then the Kachemak Bay Rotary Club has adopted the park under the City of Homer’s Adopt-a-Park Program. They have made improvements such as painting the restrooms, installing a bench, resetting the posts and tending flower beds in the summer months.

**Total Project Cost:** \$250,000

**Schedule:** 2015

**Priority Level:** 2



Improvements are needed at Ben Walters Park including enlarging the parking lot and renovating the shelter.



## Jack Gist Park Improvements, Phase 2

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**Project Description & Benefit:** Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel has been developed primarily for softball fields. The proposed project will complete Phase 2 by improving drainage, constructing a concession stand/equipment storage building adjacent to the softball fields, and developing an irrigation system utilizing a stream on the property in conjunction with a cistern. Phase 3 will provide potable water (water main extension), construct a plumbed restroom, and acquire land for soccer fields.

**Plans & Progress:** Phase 1 of this project was completed in 2011. In 2005-2006, a road was constructed to Jack Gist Park from East End Road, a 70-space gravel parking area was created, and three softball fields were constructed including fencing, dugouts, and backstops. In 2008, bleachers were installed at all three softball fields. In 2009, three infields were resurfaced. In 2010, with volunteer help, topsoil was spread and seeded on two fields and the parking area was improved and expanded. In 2011, drainage work was completed on the outside perimeter (right and left field lines) of the third ball field, material was imported to improve the infield, and the outfield was improved with topsoil and seeding.

**Total Project Cost:** \$160,000

**Drainage:** \$50,000

**Concession Stand and Equipment Storage:** \$75,000

**Irrigation System:** \$35,000

**Schedule:** 2015

**Priority Level:** 2



**Project description and budget was updated to include drainage improvements at \$50,000.**



## Karen Hornaday Park Improvements, Phase 2

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**Project Description & Benefit:** Homer’s popular Karen Hornaday Park encompasses baseball fields, a day use/ picnic area, a playground, a campground, and a creek on almost 40 acres. It is also used to host community events such as the Highland Games and KBBI’s Concert on the Lawn. The Karen Hornaday Park Master Plan, updated and approved in 2009, sets forth goals and objectives to be accomplished over a 10-year period.

Phase 2 consists of parking lot improvements, moving the road, a trail along Woodard Creek and a restroom. The road to access the park runs between the park and the parking lot, causing kids to have to cross in front of traffic to get to the park’s attractions. The master plan proposes moving the road to the east and placing the improved gravel parking lots in between the road and the park. Woodard creek is one of the jewels of Karen Hornaday Park but gets little attention because there is no convenient way to access it. A trail along the creek would allow people to enjoy the city’s only creek. One of the most common complaints of the park is the old restroom with crumbling cement and a leaking roof. A new restroom is in great demand from the parents, children and picnickers that frequent the park.

**Plans & Progress:** The Alaska Legislature appropriated \$250,000 for park improvements in FY 2011. This money together with City funds and fundraising by an independent group organized to make playground improvements (HoPP), helped complete Phase 1 (drainage improvements, ballfield improvements, new playground, new day use area and northern parking lot improvements). The City received a Land and Water Conservation Fund (LWCF) grant for campground improvements and the development of a new day use area between the two ball fields which was completed in 2014. The City spent \$25,000 on preliminary engineering for moving the road, one of the goals of Phase 2.

**Total Project Cost:** \$1,978,750

**Schedule:** 2015 - 2017

**Priority Level:** 2



Karen Hornaday Park was a construction site for one week during the Summer of 2012 when the community came together to build a state of the art playground.





## Mariner Park Restroom

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**Project Description & Benefit:** As one of Homer's most popular recreation areas, Mariner Park attracts campers, beach walkers, kiteflyers, Spit Trail users, birders, people with dogs, and others who come to enjoy the views and open-air recreation opportunities. This project will accomplish the most pressing need at Mariner Park: the construction of a plumbed restroom to better meet the needs of campers and beach walkers during the busy summer months.

**Plans & Progress:** Mariner Park is in a flood plain and any structure built there will require unique design to address flooding issues.

**Total Project Cost:** \$330,000

**Schedule:** 2016

**Priority Level:** 2



The portable restrooms at Mariner Park campground get heavy use during the summer season.



## Baycrest Overlook Gateway Project

**Project Description & Benefit:** The Homer Public Arts Committee has designated the Baycrest Hill Overlook as one of the major elements of the Gateway Project, which entails enhancing visitor and resident experiences at the entrances to Homer. The other Gateways are the Homer Airport and the Homer Port.

Everyone who has driven to Homer remembers the first time they came around the corner on the Sterling Highway and saw the breathtaking panorama of Kachemak Bay. For many that was the same moment they made the decision to become part of this diverse, eclectic, and energetic community. In the 1990s visionaries at Alaska Department of Transportation and Public Facilities constructed the current pullout during the Sterling Highway reconstruction effort. However, the current site does not adequately meet the goals of the Gateway Program.

Improving the landscaping and comfort of Baycrest Overlook will inspire locals and visitors and enhance this phenomenal setting. Interpretive signage will tell the story of Homer and the surrounding communities and highlight the phenomenal natural resources of Kachemak Bay. Improvements to the overlook will spur economic development, welcoming everyone and encouraging commerce and trade in a community dedicated to unique and natural quality of life experiences.

**Plans & Progress:** The first Gateway Project was undertaken in 2009. A collaborative effort with the City of Homer Public Arts Committee, City of Homer Airport Manager, City of Homer Public Works Director, Alaska State Parks, National Park Service, Kachemak Research Reserve and U.S. Fish and Wildlife created a beautiful diorama highlighting the wealth of public and private resources available to everyone who comes to Kachemak Bay.

This group plus representatives from Alaska Department of Fish and Game, Alaska Department of Transportation, Pratt Museum, Homer Chamber of Commerce, Kachemak Bay Conservation Society and Homer Garden Club have come together to work on the Baycrest Overlook Gateway Project.

The State and the City of Homer spent \$6,000 in 2013 to produce the Baycrest Overlook Interpretive Plan. The Plan included design, development, and locations for welcome and interpretive signage and was officially adopted by Homer City Council in 2013. Public Arts Committee meetings on the project are ongoing and a public comment meeting was held on September 18, 2012.

### The project will consist of three phases:

1. Interpretive signage, benches and picnic areas
2. Enhanced landscaping
3. New restrooms and paving upgrades.

### Total Project Cost: \$262,000

2013 (Preliminary Design): \$6,000  
2015 (Construction): \$256,000  
Signage/Benches: \$50,000  
Landscaping: \$25,000;  
Restrooms and Paving: \$181,000



**Updated cost estimate.**



## **Port and Harbor**

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- **Deep Water/Cruise Ship Dock Expansion, Phase 1**
- **East Boat Harbor**
- **Barge Mooring Facility**
- **HH Float Improvements**
- **Marine Ways Large Vessel Haulout Facility**
- **Homer Spit Dredged Material Beneficial Use Project**
- **Ice Plant Upgrade**
- **System 4 Vessel Mooring Float System**
- **Truck Loading Facility Upgrades at Fish Dock**
- **Ramp 5 Restroom**
- **Ramp 8 Restroom**



## Deep Water/Cruise Ship Dock Expansion, Phase 1

**Project Description & Benefit:** To provide a facility that can accommodate multiple industry groups and provide the greatest economic benefit to the area, upgrades to the Deep Water/Cruise Ship Dock are necessary. Phase 1 of the project will widen the existing dock to 88 feet, increase overall length to 744 feet, and widen and strengthen the existing trestle. Later phases will expand the dock further, add a terminal building and other upland improvements, and add a rail for a 100-foot gauge gantry crane.

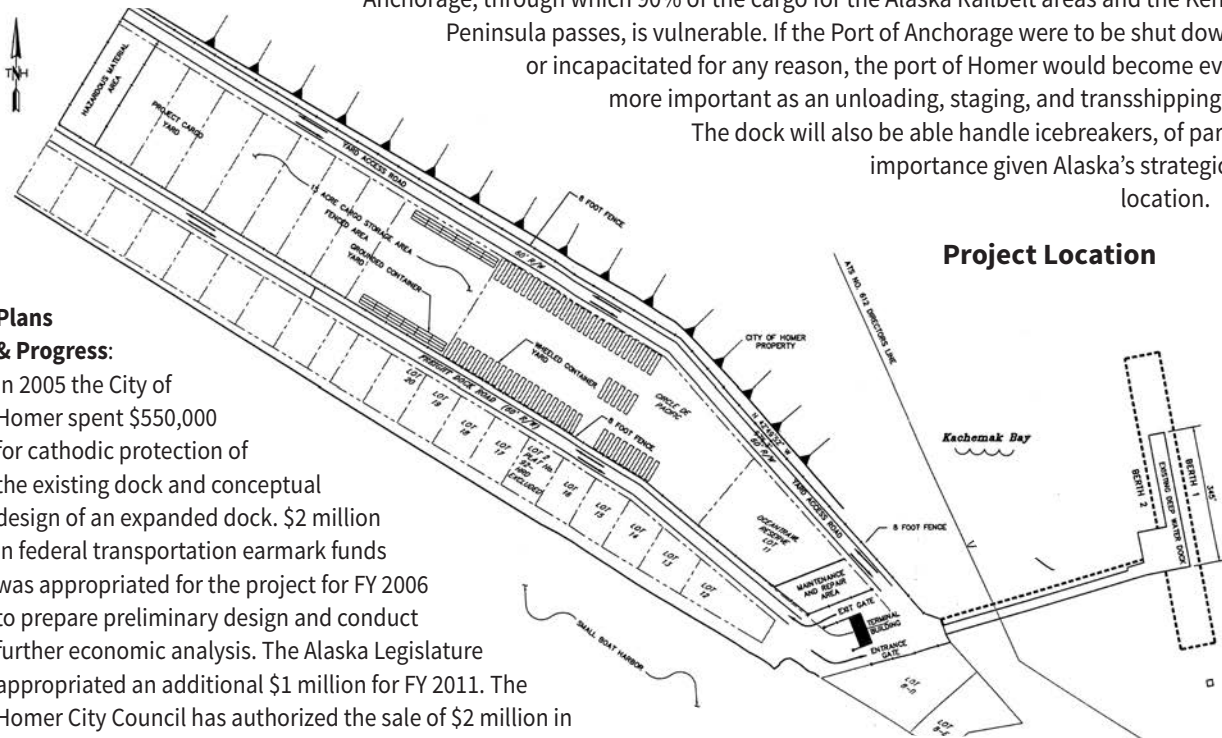
**Resource Development Capabilities:** The facility will provide staging for barged freight service to the Lake and Peninsula Borough via the Williamsport-Pile Bay Road or other facilities built to meet the need of future resource development. There is demand in the near term for modifications of the existing dock to accommodate long term mooring of large resource development vessels such as timber, mining and oil and gas barges.

**Cargo Capabilities:** The facility will be capable of handling containerized freight delivery to the Kenai Peninsula, thus reducing the cost of delivering materials and supplies to much of the Peninsula. The City has a 30-acre industrial site at the base of the dock which can support freight transfer operations and serve as a staging area for shipping to and from the Alaska Peninsula, Aleutians, and Bristol Bay.

**Visitor Industry Capabilities:** The dock expansion will also enhance cruise ship-based tourism in Homer by providing moorage at the dock for two ships (a cruise ship and a smaller ship) at the same time, reducing scheduling conflicts.

Improvements to the dock will fulfill a contingency planning requirement under Homeland Security provisions. The Port of Anchorage, through which 90% of the cargo for the Alaska Railbelt areas and the Kenai Peninsula passes, is vulnerable. If the Port of Anchorage were to be shut down and/or incapacitated for any reason, the port of Homer would become even more important as an unloading, staging, and transshipping port.

The dock will also be able handle icebreakers, of particular importance given Alaska's strategic arctic location.



### Plans & Progress:

In 2005 the City of Homer spent \$550,000 for cathodic protection of the existing dock and conceptual design of an expanded dock. \$2 million in federal transportation earmark funds was appropriated for the project for FY 2006 to prepare preliminary design and conduct further economic analysis. The Alaska Legislature appropriated an additional \$1 million for FY 2011. The Homer City Council has authorized the sale of \$2 million in bonds to help fund the construction of this project. The City has initiated the feasibility study and preliminary design for this project.

**Total Project Cost:** \$35,000,000

**Feasibility:** \$1,250,000

**Design:** \$1,750,000

**Construction:** \$26,000,000

**Priority:** 1

**Feasibility should be underway by Sept. Eliminated schedule dates due to size of project.**





## East Boat Harbor

**Project Description & Benefit:** This project will construct a new harbor ranging in size from 11 to 15 acres. It would enhance harbor capabilities by:

- Accommodating the large commercial vessels (fishing vessels, workboats, landing craft, tugs, barges, etc.) that are currently congesting the harbor at System 4 and System 5 transient floats, rafting two and three abreast due to shortage of moorage space at the floats, thus overstressing the floats;
- Enabling Homer to accommodate and moor the additional 40 to 60 large commercial vessels that potentially would use Homer Harbor as a home port but which have in the past been turned away due to lack of space;
- Providing a long-term solution to mooring problems the USCGC Hickory experiences on Pioneer Dock during the northeasterly storm surges and to the security problem faced by both the USCG cutters home-ported at Homer. These vessels are unable to maintain an adequate security zone around their current moorings in the existing small boat harbor (USCGC Roanoke Island) and on the Pioneer Dock west trestle (USCGC Hickory).

The Port of Homer and Homer Small Boat Harbor are regional facilities serving and supporting the northern Gulf of Alaska, Prince William Sound, Cook Inlet, and Kachemak Bay and are also a “place of refuge” for Gulf of Alaska, Cook Inlet, and Kennedy Entrance marine traffic in event of severe weather or machinery malfunctions.



Several conceptual designs have been proposed for a new Homer boat harbor. This one would add a new basin with its own entrance adjacent to the existing Small Boat Harbor.

The proposed new harbor basin will be dredged to minus 20 feet Mean Lower Low Water (MLLW) to accommodate large commercial vessels so they will not touch bottom on the lowest tides of the year (minus 5.6 feet). It will need to be dredged to minus 22 feet MLLW in the entrance channel, fairway, and one side of the basin to accommodate the USCGC *Hickory* at the proposed Coast Guard float. The new basin will provide the security zone and private moorings for the U.S. Coast Guard vessels at one side and will accommodate the large, deep draft commercial vessels at the other side.

**Plans & Progress:** The Army Corps of Engineers completed a reconnaissance study in 2004 that indicated a federal interest in having a new harbor in Homer; however, subsequent analysis found that the cost/benefit ratio was too low for the Corps to recommend the project. The City of Homer has requested a technical report from the Corps and is seeking funding from other sources.

**Total Project Cost:** \$115,725,000

**Design and Permitting:** \$1,750,000

**Breakwater Construction and Dredging:** \$90,275,000

**Inner Harbor Improvements:** \$23,700,000

**Priority Level:** 1

**Cost estimate was increased by 15% to reflect inflation. Schedule detail was eliminated due to size of project.**



## Barge Mooring Facility

**Project Description & Benefit:** Constructing a barge mooring facility at Lot TR 1A (east of the Nick Dudiak Fishing Lagoon) will meet the growing freight needs of existing Homer businesses and attract additional large vessel business. Phase 1 of the mooring facility will consist of a row of piles driven perpendicular to the beach that extend down through the tidal area in conjunction with a stern anchoring system and bollards above the high water line. This will provide secure moorings for vessels that cannot currently be accommodated within the harbor's basin due to lack of space. Phase 2 includes uplands support facilities such as a wash down pad and stormwater pollution prevention plan (SWPPP). The project is a response to requests from vessel owners and managers seeking safe moorage and uplands haulout area for large shallow draft vessels.

**Total Project Cost (2014):** \$1,850,000

Phase 1 - Pilings and Bollards

Design/Engineering/Permitting/Geotechnical (2015): \$250,000

Construction - (2016): \$1,000,000

Phase 2 - Uplands Improvements

Design/Engineering/Permitting (2018): \$105,000

Construction - (2019): \$495,000



Site of proposed barge mooring facility

**Added a phase 2 to the project. P&H Commission #2 Priority.**



A ramp has been 'roughed in' at the site of the barge mooring facility allowing for the Sesok and Surfbird, pictured left, to undergo winter repairs in Homer. The proposed improvements would greatly expand the capacity of the Homer Port for large vessel haul out and maintenance.





## HH Float Improvements

**Project Description & Benefit:** The HH Float in the Homer Small Boat Harbor was part of the original harbor construction in 1964 and is in very poor condition. This project will replace HH with a new float system that provides 50-foot stalls on one side (same as existing HH float) and 60-foot stalls on the other side. The 60-foot stalls would be extra wide to accommodate wider specialty fishing vessels (e.g., 58-foot super longliners) and pleasure craft that are appearing with increased frequency in the harbor. Deeper dredging will likely be required to accommodate the deeper-draft vessels.

It can be expected that the larger stalls will help attract additional boats and encourage them to home-port in Homer, thus increasing Port & Harbor revenues. The new float will be equipped with modern amenities such as: shore power and water. Stall fees for the wide-berth stalls will reflect the increased size and amenities.

**Total Project Cost:** \$3,000,000

Schedule: 2017

Priority: 2



**Funded: floats for harbor improvement project came in under budget allowing more floats to be replaced.**



## Marine Ways Large Vessel Haulout Facility

**Project Description & Benefit:** This project will construct a “marine ways” facility for hauling out large vessels (over 70 tons) for dry-dock, maintenance, inspection, and repairs utilizing the existing 5-acre concrete pad at Lot 12. Currently there are no private facilities in Homer capable of hauling out vessels of this size. With construction of the marine ways facility, the Port of Homer would also be able to serve large freight barges that require inspections in order to be Coast Guard certified for their trade.

Since the wood chip business that formerly used Lot 12 left Homer, the lot and its concrete pad have been under utilized. Construction of the Marine Ways facility will accomplish a project that has been discussed for years and capitalize on the marine trades skill set that already exists in Homer. It is estimated that the facility would eventually support at least 50 full-time, long-term jobs.

**Plans & Progress:** A Large Vessel Haulout Task Force has been established to discuss how best to meet the need of this class of vessels. Different haulout options are being considered to serve our large vessel fleet, such as a travel lift, cylindrical air bags, a large vessel boat trailer, or creating long ramp and marine ways to the East of the Chip pad that would allow operators to pull these vessels on rails up onto the chip pad for repair.

**Total Project Cost:** \$6,000,000 - \$10,000,000  
(Project cost is dependent on method of haulout chosen)

**Schedule:** 2016

**Priority Level:** 2







## Homer Spit Dredged Material Beneficial Use Project

**Project Description & Benefit:** The purpose of this project is to dispose of dredged material from the entrance of the Small Boat Harbor and the Pioneer Dock berth in a beneficial manner. The material will be used to replenish eroded material along the beaches and create additional parking on the Spit. The beach replenishment points would be at Mariner Park (replenishing beaches on the west side of the Spit) and just north of the Fishing Lagoon (replenishing beaches on the east side of the Spit). A new parking pad would be created between the boardwalks across from Ramp 3 and Mariner Park parking lot would be improved. Armor rock will be installed across from Ramp 3 to protect against erosion.

Dredged material will be placed on the beaches as part of the Army Corps of Engineers' dredging/disposal operations. Hauling costs will be supplemented by Harbor Funds when hauling to Mariner Park and the City will spread, cap and place riprap along the beach where fill is placed near or in the tidal zone. A Corps permit will be needed to accomplish this work.

**Total Project Cost:** \$688,000

**Schedule:**

**2015 (Design and Inspection):** \$50,000

**2015:** \$10,000 (Spread available material in upland parking pad areas)

**2016-17:** \$628,000

(Compact material: 20,000; Instal riprap: \$350,000; Gravel cap: \$95,000; Paving: \$100,000 Contingency \$63,000)

**Priority Level:** 2



The Homer Spit has been shaped over the years by nature as well as human intervention. (2008 NOAA photo)

**Project & cost updated to remove seafarers memorial parking (created new proposed project for that) and reflect paving.**



## Ice Plant Upgrade

---

**Project Description & Benefit:** The ice plant at the Fish Dock is a critical component of the overall Port and Harbor enterprise, providing more than 3,500 tons of flake ice each year to preserve the quality of more than 20 million pounds of salmon, halibut, sablefish, and pacific cod landed at the Port of Homer. Built in 1983, the ice plant is in serious need of an upgrade to increase efficiency and reduce operating costs. This project will replace six of the seven old compressors within the ice plant with two new state-of-the-art high efficiency refrigeration compressors.

**Total Project Cost:** \$500,000

**Schedule:** 2015

**Priority:** 2



Four of the Ice Plant's aging compressors are shown here.



## System 4 Vessel Mooring Float System

**Project Description & Benefit:** System 4 is made up mostly of floats that were relocated from the original harbor construction in 1964. In the 2002 Transfer of Responsibility Agreement (TORA) project, System 4 was completed by moving the old floats into place. Within two years it was filled to maximum capacity. System 4 floats are over 20 years beyond their engineered life expectancy and are showing their age. This project can be done in phases.

**Plans & Progress:** Floats HH, JJ and headwalk float AA between those floats is scheduled to be replaced in fall of 2014. Power and water will be extended from ramp 6 to JJ as part of the same project. A new landing float was installed for Ramp 7 Spring of 2014.

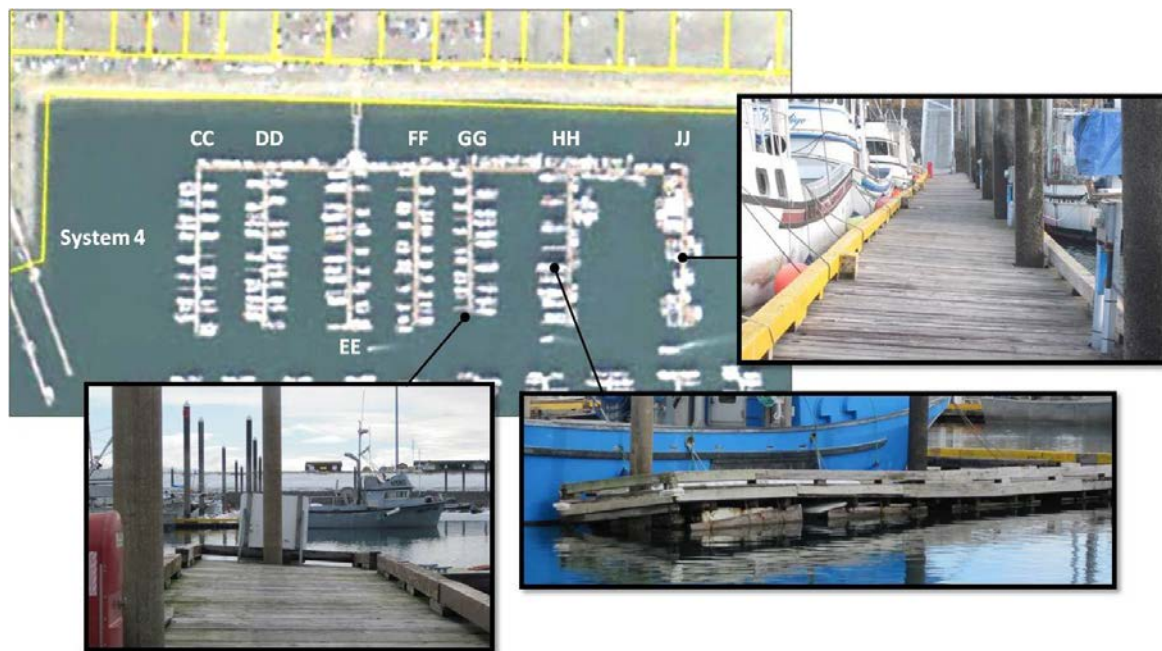
**Total Project Cost:** \$6,600,000

**Schedule:**

2015 (Design):\$600,000

2016-2019 (Construction): \$6,000,000

**Priority Level:** 2



Plans and progress were updated to reflect work that will be done this fall b/c of ability to stretch grant/bond dollars and include additional float replacement (will confirm by Aug 1)





## Truck Loading Facility Upgrades at Fish Dock

---

**Project Description & Benefit:** Approximately 22 million pounds of fish are landed at the Homer Fish Dock each year and loaded onto trucks. The resulting truck, fork lift, and human traffic creates considerable congestion as fish buyers jockey for space to set up portable loading ramps. Lack of adequate drainage in the area creates further problems as the vehicles must maneuver in soft and often muddy conditions.

This project will construct a loading dock to facilitate the loading of fish onto trucks. In addition, it will provide for paving of Lot 12-B and other improvements to address the drainage problems that impact the area.

**Total Project Cost:** \$300,000

**Schedule:** 2017

**Priority:** 1



Currently at the Fish Dock, fish buyers have to contend with a muddy lot and lack of a loading dock to facilitate the transfer of fish to trucks.





## Ramp 5 Restroom

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**Project Description & Benefit:** Ramp 5 is located at the southwest corner of the harbor at Freight Dock and Homer Spit Road and serves float System 2. This system provides moorage space for as much as 3,951 linear feet of moorage, including 81 reserved stall lessees. Currently, restroom service for these vessels and the City-maintained campground across the highway is an outhouse facility capable of occupying only two people at a time.

**Plans & Progress:** Design costs for this project would be minimal as the City has standard public restroom plans engineered that can be easily modified for this location.

**Total Project Cost:** \$295,000

**Schedule:** 2016

**Priority Level:** 2



The outhouse at Ramp 5 is often the first time out of state visitors use an outhouse.



## Ramp 8 Restroom

---

**Project Description & Benefit:** Ramp 8 serves System 5, the large vessel mooring system. Presently Ramp 8 restroom is an outhouse facility capable of occupying only two people at a time. Vessel crews have come to the Harbormaster's office with complaints of this lack of basic service. Potable water, adequate shore power, and even basic restroom facilities are expected in a modern competitive harbor such as the Homer Small Boat Harbor.

**Plans & Progress:** Design costs for this project would be minimal as the City has standard public restroom plans engineered that can be easily modified for this location.

**Total Project Cost:** \$295,000

**Schedule:** 2015

**Priority Level:** 3



This outhouse sees heavy use from crews of large vessels moored at Ramp 8.



## **Public Safety**

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- **South Peninsula Fire Arms Training Facility**



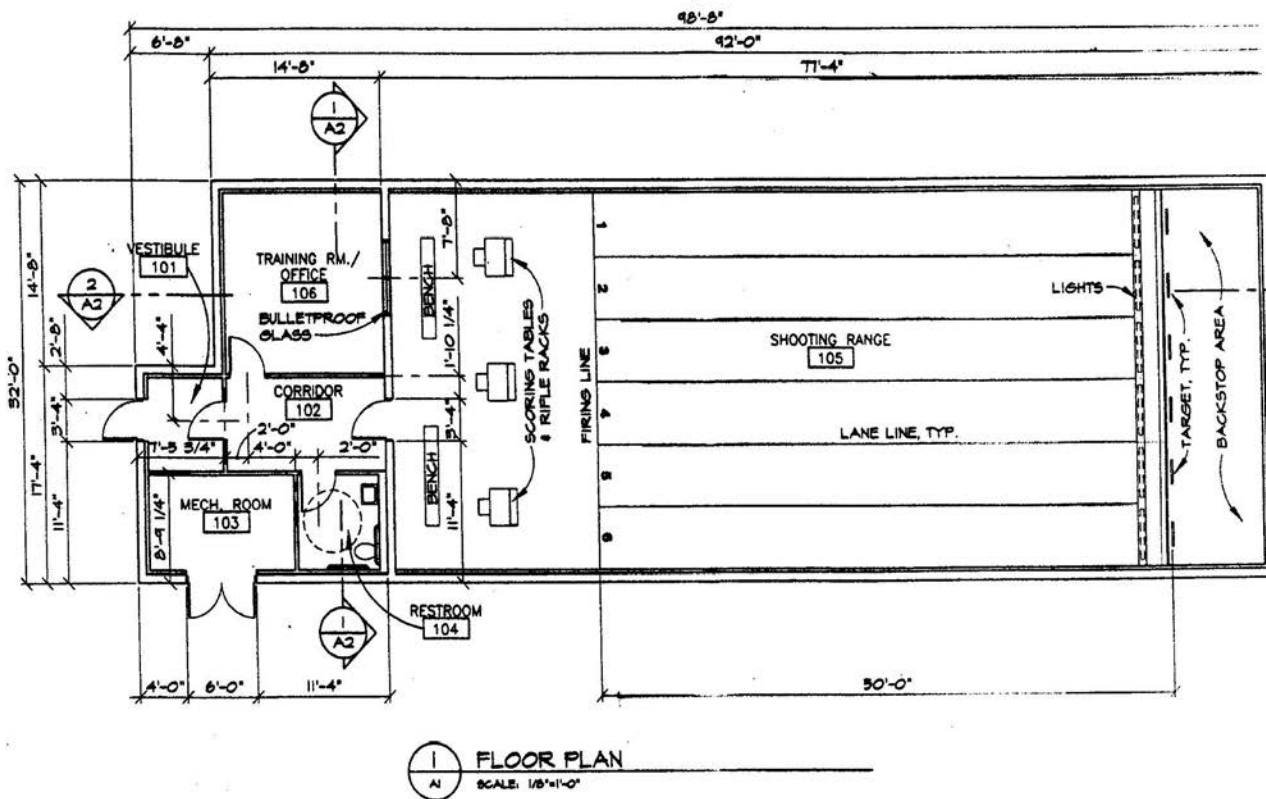
## South Peninsula Fire Arms Training Facility

**Project Description & Benefit:** This project will construct a multi-agency training facility for law enforcement on the lower Kenai Peninsula. Beneficiaries will include the Homer Police Department, local units of the Alaska State Troopers, Alaska State Parks, and various federal law enforcement agencies. Properly managed, the facility could also be used by local gun clubs and sporting groups. The facility, which will include a modern indoor shooting range, will provide a proper and safe environment for firearms training. It will enable local law enforcement personnel to conduct training at any time of day, year-round, regardless of weather.

**Total Project Cost:** \$1,500,000

**Schedule:** 2017

**Priority Level:** 2



Cost estimate updated.



## State Projects

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The City of Homer supports the following state projects which, if completed, will bring significant benefits to Homer residents

Transportation projects within City limits:

- **Homer Intersection Improvements**
- **Main Street Reconstruction/Intersection**
- **Pioneer Avenue Upgrade**
- **Kachemak Drive Rehabilitation/Pathway**

Transportation projects outside City limits:

- **Sterling Highway Realignment, MP 150-157**
- **Sterling Highway Reconstruction, Anchor Point to Baycrest Hill**

Non-transportation projects:

- **Alaska Maritime Academy**



## Homer Intersection Improvements

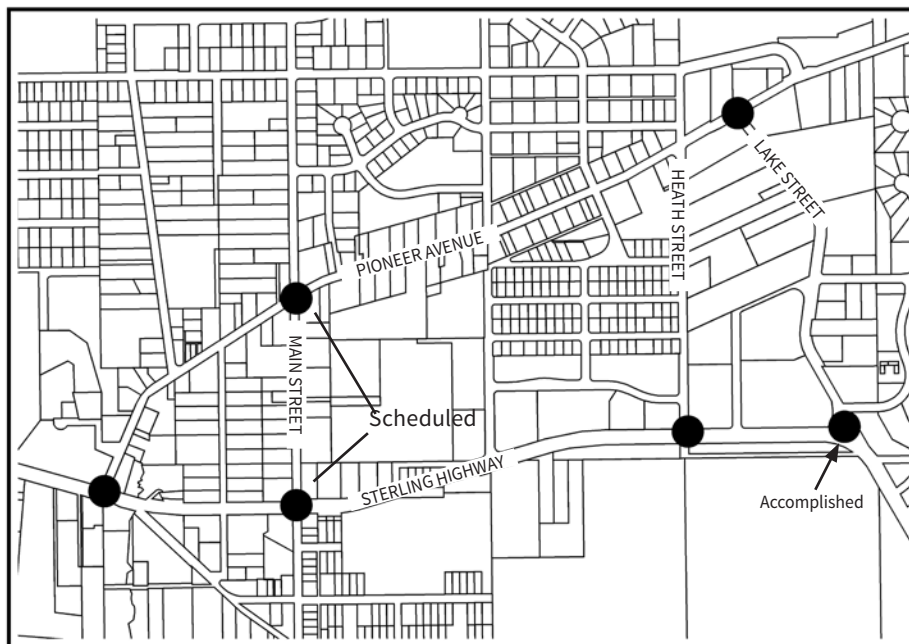
**Project Description & Benefit:** This project will implement recommendations of the 2005 Homer Intersections Planning Study commissioned by the Alaska Department of Transportation and Public Facilities. The study, which focused on 12 intersections, involved traffic forecasts and analysis of intersection safety, intersection options, and pedestrian needs. The benefit of the project will be to enhance traffic safety and quality of driving and pedestrian experiences for residents and visitors, particularly as the community continues to grow.

The study notes that for the intersections that need roundabouts or traffic signals, either option will function well; however, “the Alaska Department of Transportation and Public Facilities supports the development of modern roundabouts at these locations because of the good operational performance of roundabouts, superior safety performance, and reduced maintenance.”

Problem intersections and recommended improvements noted in the study but are as follows:

- Sterling Highway and Heath Street - Roundabout or traffic signal
- Sterling Highway and Main Street - Roundabout or traffic signal (This project has been funded.)
- Pioneer Ave. and Lake Street/East End Road - Roundabout or traffic signal
- Sterling Highway and Pioneer Ave. - Roundabout or traffic signal
- Pioneer Avenue and Main Street - Roundabout or traffic signal

**Plans & Progress:** State of Alaska DOT/PF has obtained \$2.8 million to make safety improvements to Main Street Intersection and is moving forward with a preferred alternative that installs a flashing overhead beacon at the Pioneer and Main Street intersection (2014) and a traffic signal at the Sterling Highway and Main Street intersection (2017.)



Alaska DOT/PF has recommended roundabouts or traffic signals at six central Homer intersections, to be accomplished as soon as possible. A traffic signal was installed at the Lake Street/Sterling intersection in 2005 and improvements to the intersections on either side of Main Street are scheduled over the next few years.

**Updated with the preferred alternative improvements to Main Street intersection.**





## Main Street Reconstruction

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**Project Description & Benefit:** This project will provide curb and gutter, sidewalks, storm drainage, and paving for Main Street from Pioneer Avenue to Bunnell Street.

Homer's Main Street is a primary north-south corridor running from Bayview Avenue (near the hospital) to Ohlson Lane (near Bishop's Beach). In the process, it connects Homer's primary downtown street, Pioneer Avenue, with the Sterling Highway and provides the most direct access to the Old Town district. It also provides the western border to Homer's undeveloped Town Center district.

Despite its proximity to the hospital, businesses, and residential neighborhoods, Main Street has no sidewalks, making pedestrian travel unpleasant and hazardous. Sidewalks on this busy street will enhance the quality of life for residents and visitors alike and provide economic benefits to local businesses and the community as a whole.

**Plans & Progress:** Main Street is a City street from Pioneer Avenue northward, and a State street from Pioneer Avenue south. The Homer Non-Motorized Transportation and Trail Plan, adopted by the City Council in 2004, calls for construction of sidewalks on both sides of Main Street to provide a safe means for pedestrians to travel between Old Town and Pioneer Avenue, and stresses that this should be regarded as a "near term improvement" to be accomplished in the next two years. The Homer City Council passed Resolution 06-70 in June 2006 requesting that Alaska Department of Transportation and Public Facilities (DOT/PF) "rebuild and upgrade Main Street from Pioneer Avenue to Bunnell Avenue as soon as possible in exchange for the City assuming ultimate ownership, maintenance, and operations responsibility."

State of Alaska DOT/PF has obtained \$2.8 million to make safety improvements to Main Street Intersection and is moving forward with a preferred alternative that installs a flashing overhead beacon at the Pioneer and Main Street intersection (2014) and a traffic signal at the Sterling Highway and Main Street intersection (2017.) However, there remains much work to be done to improve and reconstruct of the entire section of Main Street from Pioneer Avenue to Bunnell Street.



A mother pushes a stroller along Main Street between the Sterling Highway and Bunnell Street, while another pedestrian walks on the other side of the road.

Updated with  
the preferred  
alternative  
improvements  
to Main Street  
intersection.



## Pioneer Avenue Upgrade

**Project Description & Benefit:** "Complete streets" are defined as streets which are designed and operated to enable safe access for all users: pedestrians, bicyclists, and motorists. Pioneer Avenue is a mile-long arterial road in the part of Homer typically thought of as "downtown." However, in its current form, Pioneer Avenue does not function well as a downtown street. While the posted speed limit is 25 mph, wide lanes and lack of traffic calming features encourage drivers to go much faster. Using a bicycle on a sidewalk in a business district is against state law, but the practice is tolerated on Pioneer Avenue because it is generally acknowledged that the street is unsafe for cyclists. Crosswalks are few and far between (five total) and many drivers fail to notice pedestrians in time to stop when pedestrians are waiting to cross. Some east-west crossings are particularly long and intimidating (e.g., at Main Street and Heath Street). For all these reasons, walking is not very popular along Pioneer Avenue, to the detriment of downtown businesses.

The Pioneer Avenue Complete Street Project will encourage non-motorized transportation by narrowing the driving lanes, adding distinct bicycle lanes and additional well-marked crosswalks, and incorporating other traffic calming features to further slow traffic and improve pedestrian and bicycle safety. Landscaping and appropriate "downtown" lighting will also be included in the project. It will be most cost effective to complete this work in conjunction with Pioneer Avenue Intersection safety improvements recommended in the 2005 Homer Intersections Planning Study (ADOT).

**Plans & Progress:** The project Pioneer Avenue Rehabilitation is included in the 2012-2015 Alaska Statewide Transportation Improvement Program.



**Recommend remove. State has chosen an alternative and City has passed a reso supporting it.**





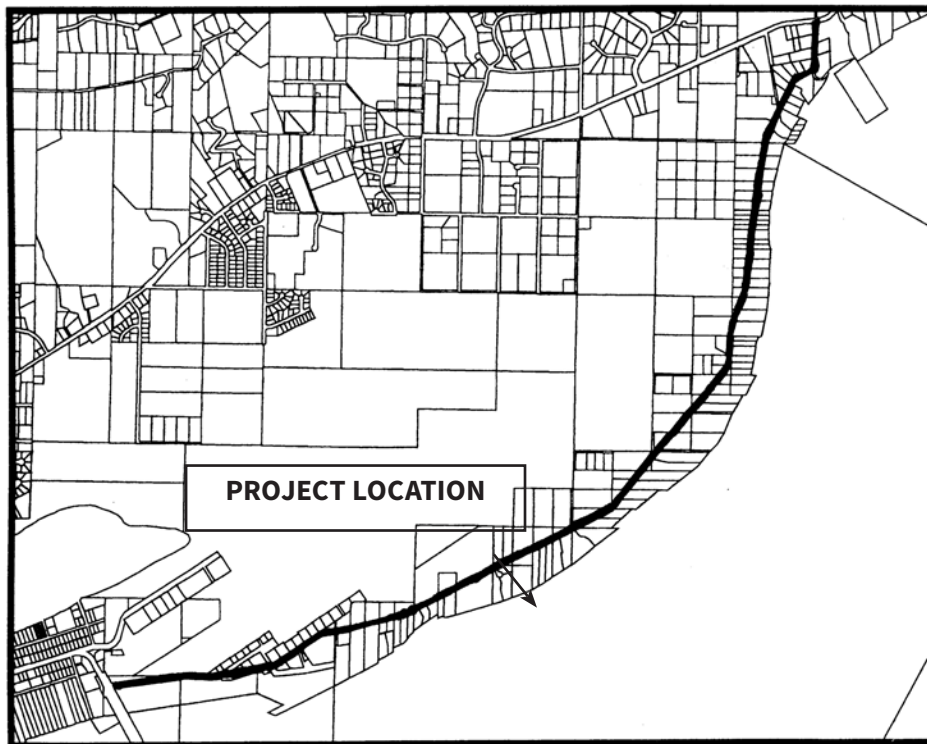
## Kachemak Drive Rehabilitation/Pathway

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**Project Description & Benefit:** Kachemak Drive connects Homer Harbor with Homer’s industrial boat yards, serves drivers as a connector from the Homer Spit to East End Road, has a residential community, and serves as an alternate route to the airport. Truck, boat trailer, residential and commuter traffic are often heavy, with an approximate daily traffic of 1,500 vehicles. The road needs rehabilitation including raising the embankment, resurfacing, widening the road, and drainage improvements.

Bicyclists, pedestrians and occasional moms with strollers use Kachemak Drive to connect to the Spit, Ocean Drive, and East End Road bike paths. Kachemak Drive has narrow to non-existent shoulders, forcing cyclists to the left of the fog line. Motorists typically slow down behind bicyclists, wait until there is no oncoming traffic, then pass by crossing the center line. This procedure is dangerous to motorists and cyclists, especially on the hill leading up from the base of the Spit to the airport, where visibility is low. Bicycle traffic has increased in the past couple of years due to the advent of wide-tire winter bicycles and Homer’s increasing popularity as a bicycle friendly town. Construction of a separated pathway along East End Road will increase recreational and commuter bicycle and pedestrian traffic on Kachemak Drive and will improve driver, bicycle, and pedestrian safety. Because of the significant right-of-way acquisition involved, this project will likely take several years to complete.

**Plans & Progress:** The Kachemak Drive Path Committee has worked with the City of Homer Advisory Parks and Recreation Commission and Transportation Advisory Committee to explore potential alternatives. The City performed preliminary engineering in 2012 on a portion of the trail and found significant grade and easement challenges to the project.





## Sterling Highway Realignment MP 150-157

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**Project Description & Benefit:** The Sterling Highway is a vital transportation corridor serving most of the communities on the Kenai Peninsula, including Homer at the southern terminus, and is the only road connecting these communities to the larger North American road system. The vast majority of people and goods routed in and out of Homer utilize the Sterling Highway as compared to air or water transportation.

This project will protect the Sterling Highway from erosion that is threatening the highway north of Anchor Point. Completion of the project will involve re-routing the highway away from areas that are eroding, utilizing existing road right-of-way as much as possible. The Alaska Department of Transportation has noted that the first effort needed is for reconnaissance study to evaluate alternatives and quantify costs.

**Plans & Progress:** The project “Sterling Highway Erosion Response MP 150-157” is included in the 2012-2015 Statewide Transportation Improvement Program (STIP).



As seen in this aerial image, the eroding edge of the bluff is only 30 feet away from the Sterling Highway at a section just north of Anchor Point.



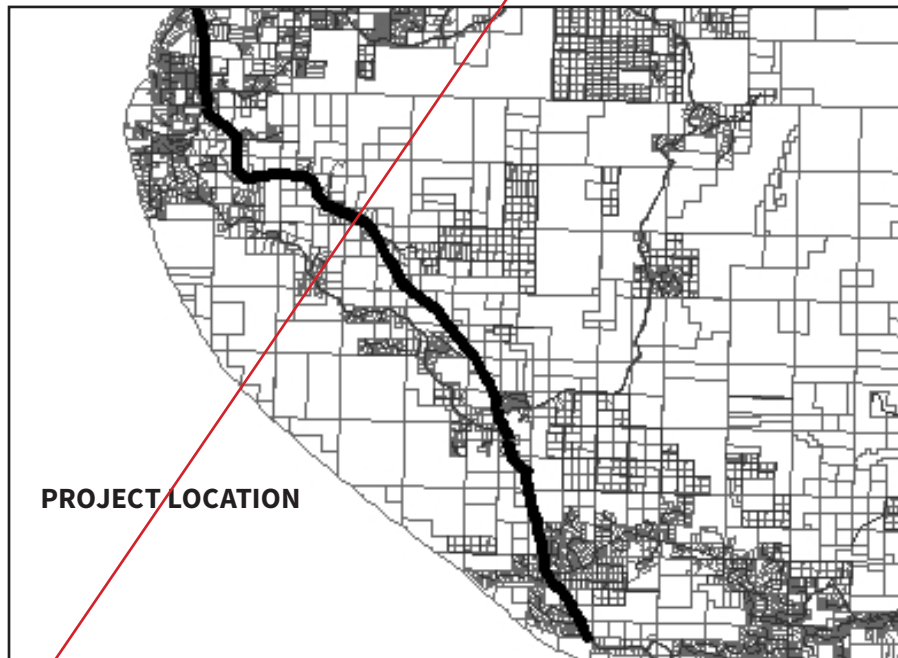
## **Sterling Highway Reconstruction Anchor Point to Baycrest Hill**

**Project Description & Benefit:** This project will reconstruct 12 miles of the Sterling Highway between Anchor Point (MP 157) and the top of Baycrest Hill in Homer (MP 169) to address severe safety issues resulting from curves, hills, and blind spots on the existing road. The project has been identified as a high priority of the Kenai Peninsula Borough.

Many major side road intersections, gravel hauling operations, and school bus stops contribute to dangerous conditions on the 12-mile section of highway, which has been the scene of several serious accidents, many with fatalities, over the past several years. Continued population growth has led to more subdivisions with intersecting roads and more traffic on the highway, exacerbating the problem. School buses must stop in some locations with blind corners and hills.

The project calls for construction of an improved two-lane highway paralleling the alignment of the existing highway. The reconstructed highway will be designed to allow two additional lanes to be added at a future date.

**Plans & Progress:** This project (“Sterling Highway: MP 157-169 Rehabilitation - Anchor Point to Baycrest Hill”) is included in the 2012-2015 Alaska Statewide Transportation Improvement Program (STIP). Two and a half million dollars was included in the FY2013 capital budget for design and right of way phases of this project. Total costs are expected to exceed \$36 million; consequently, the project may be constructed in phases.



**Recommend Remove. This section of road was improved recently.**





## Alaska Maritime Academy

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**Project Description & Benefit:** This project will establish an accredited maritime academy providing quality post-secondary education primarily focused on marine related programs for developing career-oriented skills relating to engineering, ship operations, marine science, maritime management, and small vessel design and operation. The academy would provide both classroom and hands-on training, taking advantage of Homer’s existing marine trades industry cluster and opportunities for time onboard vessels in port and at sea.

The federal Maritime Administration provides training vessels and other support to state maritime academies. Currently there are six academies in the U.S.; none in Alaska. Alaska Statute Sec. 44.99.006 specifies that the governor may enter into an agreement with the Federal Maritime Administration to provide for an Alaska Maritime Academy.

**Plans And Progress:** The Homer City Council approved Resolution 10-22(A) requesting that Alaska’s governor select Homer as the site of an Alaska Maritime Academy and specifying that a citizens task force be established to facilitate the effort to develop a maritime academy here. A maritime academy is also included as a potential economic development opportunity in the City of Homer Comprehensive Economic Development Strategy.



Maritime academies utilize both classroom and hands-on training. The training ship for the Great Lakes Maritime Academy in Traverse City, Michigan is shown in the background of this photo.



## **Projects Submitted by Other Organizations**

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The City of Homer supports the following projects for which local non-profit organizations are seeking funding and recognizes them as being of significant value to the Homer community:

- **Pratt Museum: New Facility and Site Redesign**
- ~~**Kachemak Bay Equestrian Association: Cottonwood Horse Park**~~
- ~~**Haven House: Sustainability/Energy Efficiency Projects**~~
- **Kachemak Nordic Ski Club: Rogers Loop Trailhead Land Acquisition: MOVE TO CITY PROJECT P&R**
- ~~**Homer Chamber of Commerce: Visitor Information Center Parking Lot**~~
- **Homer Senior Citizens: Natural Gas Conversion**
- **South Peninsula Hospital: Site Evaluation and Planning for Hillside Reinforcement**
- ~~**Kenai Peninsula Borough: New Turf Field**~~
- ~~**Kachemak Ski Club: Ohlson Mountain Rope Tow Safety Equipment Upgrades**~~
- **Kachemak Shellfish Growers Association: Kachemak Shellfish Hatchery**



## Pratt Museum New Facility and Site Redesign

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**Project Description & Benefit:** The national award-winning Pratt Museum preserves the stories of the Kachemak Bay region and provides a gathering place for people to learn and to be inspired by this region and its place in the world. The Pratt's exhibits, education programs, and collections seek to foster self-reflection and dialogue among the Museum's community and visitors. Each year, the Pratt serves up to 30,000 visitors, with more than 4,000 young and adult learners participating in its programs. One of only six accredited museums in Alaska, the Pratt is consistently viewed as one of Alaska's most important cultural institutions and as a leader among small museums across the country.

Today the Pratt Museum exists in a structure that does not meet the Museum or the community's needs. The existing 10,500 square foot building is more than 45 years old, and the building's galleries, collections storage, public meeting, and education spaces do not support the Pratt's goals or embrace current opportunities. The Pratt is now working on a project to better serve this community and visitors long into the future, through the construction of a new facility and redesign of the Pratt's 9.8 acres. Benefits of this project will include: 1) improved education programs and exhibits; 2) creation of a community learning space to promote education and community dialogue; 3) an expanded trail system and outdoor exhibits; 4) the ability to serve larger visitor and school groups; 5) greater representation at the Museum of the region's diverse cultural groups; 6) the ability to care for growing collections, including community archives and stories; and 7) full disability accessibility. The Planning Phase spanned the Fall of 2007 to December 2010. The Design Phase started in January 2011 and will be complete in the Spring of 2015. Construction will begin as early as the Fall of 2015, with the new facility opening in 2017. The total budget is \$9.5 million.

**Plans & Progress:** Nearly a decade of thorough organizational evaluation, professional assessment, and community dialogue led the Pratt Museum Board of Directors and staff to the decision to embark on an ambitious capital project and carry out a comprehensive redesign of the Pratt's property. A fundraising feasibility study was conducted in 2009 in tandem with the development of draft architectural and site concepts. Additionally, the McDowell Group conducted an analysis of the economic impact of the Pratt's operations and construction project on the local community, finding that the Museum generates substantial economic activity in the region. Now in the Design Phase, the Pratt has secured cash and pledges that represent 35% of the project budget and has laid the groundwork for the successful completion of this project through the following critical steps:

- The Pratt has gathered diverse community and stakeholder input through public meetings, surveys, and other means to guide the Planning Phase and will continue to gather input throughout the Design Phase;
- With leadership from the Patrons of the Pratt Society, 9.8 acres of urban green space have been acquired in the heart of Homer, which the Museum now owns debt-free;
- The Pratt participated in the Rasmuson Foundation's prestigious "Pre-Development Program," which provided more than \$70,000 in in-kind planning services, resulting in substantial Planning Phase cost savings;
- The Museum has recruited community leaders for the capital campaign who represent the Pratt's multiple disciplines in the arts, sciences, and humanities;
- The Pratt is working on Phase II community input planning and research for Master Exhibit Plan permanent exhibit renovations to be installed in the new building;
- The Museum has secured \$3.3 million (35% of the project total) in cash, grants, and pledges;
- An upgrade and expansion of the trail system, the first part of the project, was completed in 2012; and
- Schematic designs are complete, and the balance of the Design Phase will be completed in early 2015.

**Total Project Cost:** \$9,500,000  
(FY16 State Request: \$1,650,000)

**Preconstruction:** \$1,000,000  
**Construction:** \$8,500,000

**Schedule:**

**Planning:** 2010  
**Design/Preconstruction:** 2015  
**Construction:** 2017

**\$900,000 in  
FY15 Capital  
Budget**





## **Kachemak Bay Equestrian Association Cottonwood Horse Park**

**Project Description And Benefit:** Kachemak Bay Equestrian Association (KBEA) is seeking capital acquisition funds to complete the purchase of Cottonwood Horse Park located near Jack Gist Park in Homer.

Development of Cottonwood Horse Park began in 2006, when KBEA secured 501(c)3 status and constructed an arena on 3.29 acres of land acquired through a purchase agreement. During the first five summer seasons events at the horse park drew more than 1,200 participants and 2,000 spectators.

The Horse Park fulfills a goal identified in past Homer recreation plans. This multi-use park is used for horse shows, clinics, riding lessons, picnics, dog walking, a preschool outdoor adventure club and horse camps. KBEA partnered with the local chapter of Connecting Children with Nature to develop a mud wallow. Also, the community celebrated Estuary Day with a BioBlitz on the property to identify all the organisms in the local park environment.

In 2006 the City of Homer acquired, through donation, .89 acres of land adjacent to the proposed horse park and has stipulated that the property be used for parks/recreation or green space. City of Homer Resolution 06-116 expresses the intent of the City to donate the property to KBEA. KBEA is now seeking to raise the remaining funds needed to acquire full title to the existing property.

**Plans and Progress:** As of June 2013, KBEA has raised \$180,00 towards land purchase and approximately \$175,000 in donations of cash, goods, and services towards the development of the park's infrastructure and facilities. Initial development of the property has included a 130 x 200 foot arena, a round pen, horse pens, handicapped accessible restrooms, installation of water, a mud wallow, two cabins, and a place for children to play. KBEA has been awarded grants from Rasmuson Foundation, Homer Electric Association, American Seafoods Company, Homer Foundation and the 2012 Alaska State Legislature that have allowed completion of the parking lot, an upgrade to the restrooms, construction of benches and tables, and installation of electricity. Grants were received from Jansen Foundation towards purchase of the land.

KBEA has sponsored numerous revenue-generating events including cowboy cabarets, chili cook-offs, garage sales, horse shows, pony club camps, lessons, clinics, and cowboy races.

The organization has a business plan and continues to fundraise.

**Total project cost:** \$317,000

**Funding already secured:** \$297,000

**Amount needed to complete land purchase:** \$20,000

**Land paid off! Re-  
move project. Con-  
grats KBEA!**



A rider negotiates an obstacle in the Cowboy Race 2010.





## **Haven House**

### **Sustainability/ Energy Efficiency Improvements**

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**Project Description & Benefit:** South Peninsula Haven House is a 24-hour staffed shelter with a mission to support and empower people impacted by domestic violence and sexual assault. As part of the area's comprehensive public safety network, Haven House operates a 10-bed shelter and child advocacy center and has responded to community crisis needs by expanding services. This increased service demand has occurred while the shelter faces dramatic increases in the cost of fuel and utilities.

The proposed project seeks to enhance sustainability and reduce costs at Haven House through replacement/repair of the existing roof, including updated attic insulation; and modification of the current entry way, including replacement of entry way doors with more heat-efficient models. This modification will also increase the security of the property and safety of the residents.

These projects will build on sustainability programs that have already been undertaken at Haven House. These include an internal recycling program, replacement of old inefficient plumbing fixtures and windows, and the addition of a greenhouse.

**Total Project Cost:** \$26,000

**Roof Replacement/Repair and Attic Insulation:** \$18,000

**Entry Way Modifications:** \$8,000



**Project funded in FY15 budget (\$20,000). Haven House would like to replace with Security Improvement project under 'proposed new projects.'**



## Rogers Loop Trailhead Land Acquisition

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**Project Description and Benefit:** This project will provide a parking/staging area at the Roger's Loop trailhead. This parking lot will provide year round access to the Baycrest Ski Trails, the Demonstration Forest, and the City of Homer Diamond Creek properties. The City hopes to purchase the land by leveraging City trail funds and matching grant funds.

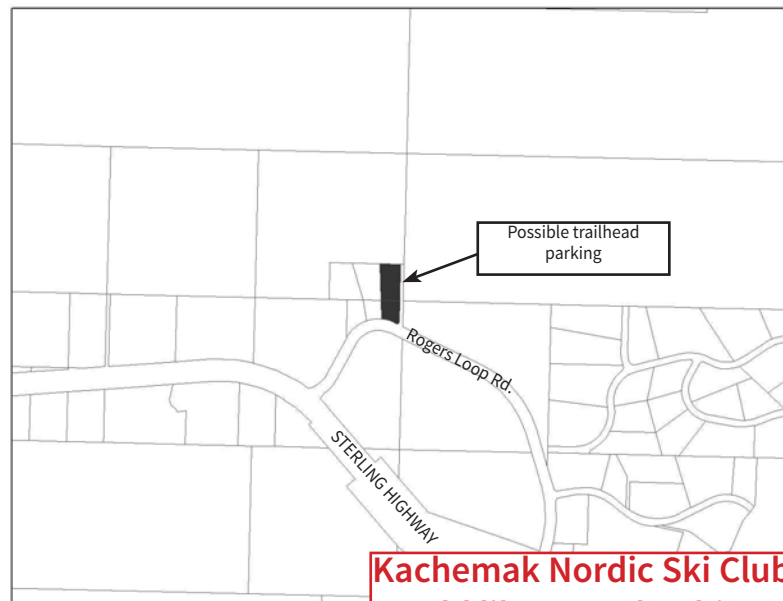
Currently the only parking for this large recreational area is on the shoulder of Rogers' Loop Road. The limited parking creates problems even for typical everyday use by skiers and hikers and makes the trailhead impractical as an access point for ski events or ski team practice.

In addition to winter use, the property would provide summer parking for the Homestead hiking trail, the nature trail boardwalk, and arboretum trails maintained by the Home Soil and Water Conservation District. Community members of all ages and abilities use the Baycrest/Homestead Trail system, as do visitors to Homer.

In recent years, Kachemak Nordic Ski Club and Kachemak Heritage Land Trust have undertaken successful campaigns to acquire property in the Baycrest/Diamond Creek area, ultimately transferring ownership of these parcels to the City for the benefit of the entire community. Phase one of the project would purchase the land. Later phases would develop the parking lot and construct amenities such as a restroom.

**Plans and Progress:** The City of Homer adopted the Diamond Creek Master Plan in May of 2013 that includes developing a parking lot at Rogers Loop.

**Total Project Cost:** \$70,000



**Kachemak Nordic Ski Club and P&R would like to make this a City project. As a City Project, write up was rewritten as separate phases, only asking for land purchase now (not development of lot). Also increased price estimate of land. Administration is ok with making it a City project.**



## Visitor Information Center Beautification Phase 1: Parking Lot

**Project Description & Benefit:** The Homer Chamber of Commerce (HCOC) is seeking funds to pave the HCOC Visitor Information Center parking lot as part of a phased Beautification Project.

This project will enhance development of the City's new Scenic Gateway Overlay District and has further potential to tie in with proposed Town Center development. The funds requested will be used to pave the parking lot, add ditches and culverts for drainage, stripe the lot for parking spaces, and add signage to deter pass-through traffic from the Sterling Highway to Bunnell Street.

Paving the Visitor Information Center parking lot will improve the appearance of the area, allow better access for the influx of visitors during the summer season, and year-round Chamber events, ensure handicap accessibility, and provide improved overflow parking for neighboring businesses. In addition, it will help address health and safety issues related to poor air quality, speeding vehicles, and pebbles kicked up by cars cutting through the parking lot between the Sterling Highway and Bunnell Street.

One of the first places visitors come to when they drive into Homer is the Homer Chamber of Commerce Visitor Information Center. Approximately 150,000 people visit Homer every year. First impressions are what visitors to a community use to judge that area. Attracting new businesses and families to our community—while also maintaining community pride for existing residents—is one of the key missions of the Homer Chamber of Commerce. An attractive Visitor Information Center, parking area, and surrounding grounds should be regarded as an important asset benefiting the entire community.

Other phases of the Visitor Information Center Beautification Project include adding a deck and rest area. A final phase will develop the parcel located between the Chamber building and Bunnell Street.

**Plans & Progress:** The HCOC has completed excavation, grading, and backfill at a cost of \$40,000 raised specifically for this project. In 2012 the landscaping and gardens were installed at the very low cost of approximately \$10,000! We were able to do this only because of literally hundreds of hours of community volunteers!

**Total Project Cost:** \$200,000

**Funding Requested for Paving Parking Lot:** \$85,000



At various times of year, the Visitor Information Center parking lot is plagued by dirt, dust, mud, and potholes – sometimes all at once.

**\$60,000 funded  
in FY15 budget.  
Remove.**



## Homer Senior Citizens Natural Gas Conversion

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**Project Description & Benefit:** This project would convert the Homer Senior Center (HSC) facilities to natural gas. The project budget includes City of Homer Special Assessment costs, service line and meter costs from Enstar, converting boilers on six structures, as well as gas ranges and dryers in senior housing units.

HSC has been the sole non-profit senior services provider for Homer for the past 39 years. HSC relies upon grants, private donations and fees for service for funding. With budgets tight and the economy still in recovery, private donations are not at the same level. Expenditures increase annually, while revenue continues to remain at the same level, and in some cases declines.

Converting to natural gas as a supplemental energy source will reduce our cost for heating oil. This will save the Center as well as the 85 seniors who pay for electric heat at this time. Currently HSC expends over \$100,000 in fuel oil. With natural gas HSC will save \$37,000 annually, according to projections. HSC will save approximately \$10,000 annually due to the replaced appliances. The combined savings represents approximately \$35,000 annually, equating to one full-time employee.

**Plans & Progress:** The Alaska State Legislature awarded Homer Senior Citizens Inc. \$100,000 in FY2015 towards this project.

**Total Project Cost:** \$504,898

**Funding Secured:** \$100,000

**Schedule:**

**Preconstruction:** 2014

**Construction:** 2015



Homer Senior Citizen's main building.

**HSC received \$100,000 in FY15 budget. However, it is not sufficient to initiate the project.**





## **South Peninsula Hospital Site Evaluation & Planning for Hillside Reinforcement**

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**Plans and Progress:** South Peninsula Hospital sits on a very steep hillside, with all parking lots and outbuildings being terraced down from the main hospital building. Both the lot the hospital sits on and the lot behind it continue with a very steep elevation incline. The buffer is only 12 feet behind the building cut into the hillside before the terrain continues with the steep incline for as far as 300 yards. The remaining hillside has thick vegetation and is not utilized or developed in any way at this time.

The facility has had numerous additions and structural work completed in the last 10 years which may have impacted and affected the stability of the hillside. The hillside runs continuous from the entrance of parking the entire length of the building and beyond. No part of the main hospital building is out of the risk zone for damages from hillside erosion and sloughing.

A site evaluation is necessary to establish the current condition of the hillside, and make any recommendations to secure it from further erosion and sloughing. Such evaluation would include a survey, soils testing, geologic hazard assessment and mitigation report, landslide evaluation, earthquake assessment, and recommendations for options to minimize risk to the facility. The recommended options would include cost estimates.

**Plans and Progress:** The estimated cost of such a study, evaluation, and report is \$100,000. This could include work by the Army Corps of Engineers, and/or a private engineering firm.

**Total Project Cost:** \$100,000

**Schedule:** 2014







## Kenai Peninsula Borough Homer High School Turf Field

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**Project Description & Benefit:** The competitive athletic field at Homer High School would benefit greatly by being upgraded to artificial turf. An artificial turf field would enable the school district community to use the facility for a greater portion of the year by allowing use earlier in the spring, and later in the fall than is currently possible. Additionally, artificial turf fields are able to handle a significantly greater amount of use than natural turf fields without risking damage. Upgrading the existing grass field with synthetic field entails removing the existing sod, excavating and back-filling with structural fill, installing a membrane and drainage tile, and installing the turf field with sand and rubber infill.

The project will provide broad community benefit and address a safety hazard. An artificial turf field would protract the playing season for school and community soccer and football teams, as well as other user groups. It allows gym classes to get outdoors and provides an earlier start to outdoors play for our school sports teams. Homer has a very popular summer program for youth soccer, with 180 participating youths. Currently, the summer community soccer season is shortened by field closures that are required to allow the soil to dry. Closure is also required for field maintenance, including protection of newly planted grass seed. Artificial turf would not only afford earlier and later season use of the field, it will also create a community economic development opportunity by increasing the number of visiting summer soccer teams and the revenue they bring to Homer. There are also potential community health benefits offered by a turf field. Allowing field use between games by students and community addresses current data from DHSS that 36% of students in the KPBSD are overweight or obese. Additionally, depending on the type of artificial turf, there is evidence that impact absorption may be greater than for natural turf (grass), and it is certainly greater than gym floors where pre-season practices currently occur, thus reducing injury. The muddy and uneven field conditions are major safety hazards during the spring sports season, causing sprained ankles, often serious enough to keep players out of the game for weeks.

**Plans & Progress:** A related project, the Homer High School Track Renovation, was included in the 2012-2017 Homer CIP and was funded through a legislative appropriation of \$1,100,000 in FY 2013. Approximately \$150,000 from the track renovation project was expended to address field drainage in anticipation of the turf field project. With the drainage already in place for a turf field, a significant cost driver for the current project is eliminated. In addition to this major cost savings for the project, there is already a completed design study report, field application, and cost estimate in place. The Kenai Peninsula Borough Capital Projects Director has expended considerable time and effort in preparing detailed study, design, and engineering materials to support the project. The Borough has applied to the Department of Education and Early Development for bond reimbursement (70%), should the measure pass in Fall 2013. The City of Homer has also supported fundraising efforts through resolution 13-025. No project funds have been secured to date.

**Total Project Cost:** \$ \$1,991,737

**Preconstruction:** \$95,851

**Construction:** \$1,895,886

**Schedule:** 2014

**Funded through  
bonds/state. Remove.**



## Kachemak Ski Club Ohlson Mountain Rope Tow Safety Equipment Upgrade

**Project Description & Benefit:** The Kachemak Ski Club (non-profit operators of the Ohlson Mountain Rope Tow) needs winter safety equipment for the continued safe operation of its ski hill. The KSC ski tow is located over a quarter mile off the Ohlson Mountain Road. All skiers and volunteers must currently walk a snow covered right of way to access the base of the ski hill.

This project would purchase snow machine capable of evacuating an injured skier uphill to the parking lot (where local club first aid responders would transfer care to local EMS providers), as well as for use packing both the access right of way and the tow path of the rope tow itself. Both of the latter are weekly maintenance tasks that must be done to open the hill to the skiing public. A covered, open sled capable of being towed by a snowmachine to evacuate an injured skier would be part of this initial purchase.

A four-wheel drive ATV is the second major capital item in this request, which would be used for pre-season maintenance of the right-of-way path, and brush clearing on the hill for hauling firewood to maintain the heating needs of the woodstove-equipped ski lodge.

The final phase of the project would include construction or purchase of secure, covered storage to protect the purchased equipment from the elements, as well as a grooming device to break up icy or rutted conditions on the access trail or ski hill itself.

**Total Project Cost:** \$30,000

**Schedule:** 2015



Map depicts the location of the Ohlson Mountain Rope Tow in relation to Ohlson Mountain Road.

**Funded in FY15  
capital budget. Rec-  
ommend remove.**



## **Kachemak Shellfish Growers Association Kachemak Shellfish Hatchery**

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**Project Description and Benefit:** For over twenty years Kachemak Shellfish Mariculture Association (KSMA), a 501-c5 organization, has worked to fulfill its primary mission of assisting shellfish growers in Kachemak Bay to establish an economically sustainable oyster industry. Today through its partnership with the Kachemak Shellfish Growers Cooperative (KSGC), a co-op formed to market and distribute mussels and oysters, there are 14 farms in the Bay and a sorting, marketing and shipping facility on the Homer Spit supplying shellfish and mariculture related goods to local restaurants, residents and tourists while shipping oysters all over Alaska and the nation.

Five years ago the industry identified an oyster seed shortage affecting the shellfish industry on the entire Pacific Coast. Local leaders developed a small proof of concept experiential oyster hatchery/setting facility at the KSGC building to address this issue. Over the past two years, on a thin budget, with the assistance of industry professionals, and with the support of State of Alaska, the co-op raised over 7.5 million oyster seed. KSMA supports this highly technical hatchery and laboratory with two employees who oversee the 24-hour a day, five-month process culturing oysters and propagating algae (oyster food) in conjunction with their other duties. Please note that this should not be understated; others have invested more with lesser success. Some experts gave this experimental nursery only a 10% chance of success. However, thanks to the nutrient rich waters of Kachemak Bay and the dedication and expertise of staff the oysters thrived at the Homer Spit facility and into the upweller (a nursery for the young oysters) in Halibut Cove. With the commitment of KSMA's employees and the Bays farmers this proof of concept is ready to mature to the next step—a third year of production and expanding the hatchery to a financially sustainable operation through the scale of production. By supplying oyster seed to shellfish farmers throughout the state of Alaska, it will reduce cost to farms and the impact of seed shortage through another seed source for Alaska and the west coast farmers.

Over the past two years KSMA produced 7.5 million seed and has purchased or developed much of the expertise and equipment necessary for the hatchery expansion including technician training, the expensive salt water well, and algae production. However a larger lab, natural gas heat and storm damage prevention are needed to mature the proof of concept to a production facility supporting the greater Bay and its residents. The Kachemak Mariculture building on the Spit needs professional engineering, design, and planning to transition its available space from an experimental, small hatchery to the next phase of a permanent hatchery enabling KSMA to commercially produce oyster seed.

The benefit of a thriving oyster farming industry in Homer is huge. Oyster production in Kachemak Bay is currently in its 22nd year. Oysters have become a sparkling year-round addition to the seafood options available to residents and tourists in Homer. Every cooler of oysters delivered to the dock represents approximately \$150 to the grower. By the time the end user receives those oysters, the economic ripple effect becomes approximately \$725. Oysters clearly benefit the community and economy.

A local hatchery and nursery can also provide a great learning lab for high school and university students, who currently have to travel to the hatchery in Seward for their studies. (The Seward hatchery hatches opilio crab; however the waters of Resurrection Bay are less conducive to oyster seed.) A course in mariculture could easily be developed in conjunction with aspects of oyster seed development, culturing and marketing.

**Plans and Progress:** The design and expansion of the shellfish hatchery is in process. Successful seed will be sold first to growers in Kachemak Bay. Excess seed can easily be sold to other farmers in the state who are eager for a reliable supplier.

KSMA's Hatchery consultant has many designs from hatcheries where he has assisted. Final design for the Homer Spit Facility would occur in conjunction with permitting.

**Total Project Cost:** \$400,000  
**Preconstruction:** \$75,000  
**Funding Secured:** \$50,000  
**Construction:** \$325,000

**Schedule:** 2014

**\$50,000 in  
FY15 Capital  
Budget**



Microscopic view of two tiny oysters.



## Capital Improvement Long-Range Projects

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The following projects have been identified as long-range capital needs but have not been included in the Capital Improvement Plan because it is not anticipated that they will be undertaken within the six-year period covered by the CIP. As existing CIP projects are funded or as other circumstances change, projects in the long-range list may be moved to the six-year CIP.

### Local Roads

**Fairview Avenue – Main Street to East End Road:** This project provides for the design and construction of Fairview Avenue from Main Street to East End Road. The road is approximately 3,000 linear feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. The project extends from the intersection of Main Street to the Homer High School, and finally to East End Road, and will provide an alternative to Pioneer Avenue for collector street access east/west across town. This roadway would benefit the entire community by reducing congestion on Pioneer Avenue, the major through-town road, and would provide a second means of access to the high school. It would also allow for development of areas not currently serviced by municipal water and sewer.

This improvement is recommended by the 2005 Homer Area Transportation Plan. Necessary right of way has already been dedicated by the Kenai Peninsula Borough across the High School property.

**Cost:** \$1.75 million      Priority Level 3

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**Fairview Avenue – Main Street to West Hill Road:** This project provides for the design and construction of Fairview Avenue from Main Street to West Hill Road. The road is approximately 4,200 linear feet and the project will include paving, water and sewer mains, stub-outs, storm drains, and a sidewalk or trail. In conjunction with the Fairview to East End Road project, this project will benefit the entire community by providing an alternative to Pioneer Avenue for collector street access east/west across town, thereby reducing congestion on Pioneer Avenue and developing alternative access for emergency vehicle response. The need for the road extension has increased markedly with the development of three major residential subdivisions in the area.

This improvement is recommended in the 2005 Homer Area Transportation Plan.

**Cost:** \$3 million      Priority Level 3

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### Parks And Recreation

**Beach Access from Main:** This project will provide residents and visitors with coastal viewing stations and access to the beach at the southern end of Main Street, utilizing City-owned land. The project will enhance connectivity in Homer's developing trails and park system, providing additional access so that beachgoers can walk onto the beach at one point and off at another, on a loop through Old Town, Town Center, etc. For those not physically able to walk all the way to the beach, platforms near the roads will provide nice views and benches on which to relax. Interpretive signage could provide information on Homer history, beach formation, and other topics.

The Main Street beach access point is envisioned to have a small parking area, a viewing platform with a bench, and stairs with landings.

**Cost:** \$250,000      Priority Level 3

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**Deleted access from Crittenden from project since basic access was developed with LID last summer.**



## Capital Improvement Long-Range Projects

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**East Trunk/Beluga Lake Trail System:** This project will create two connecting trails:

- The Beluga Lake Trail will partially encircle Beluga Lake with a raised platform trail that includes a wildlife observation site. The trail will connect neighborhoods and business districts on the north and south sides of the lake.
- The East Trunk Trail will provide a wide gravel pathway from Ben Walters Park east along the City sewer easement, along the north side of Beluga Lake (connecting with the Beluga Lake Trail), and eventually reaching East End Road near Kachemak City.

The completed trail system will connect Paul Banks Elementary School, the Meadowood Subdivision, and other subdivisions and residential areas to Ben Walters Park. It will additionally provide hiking, biking, and wildlife viewing opportunities around Beluga Lake. In addition, it will provide an important non-motorized transportation route.

The Beluga Lake Trail and a trail connection to Paul Banks Elementary School and East End Road are included in the 2004 City of Homer Non-Motorized Transportation and Trail Plan.

**Cost:** Beluga Lake Trail—\$1.5 M      East Trunk Trail—\$2 M      Priority Level 3

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**Horizon Loop Trail, Phase 1:** The Homer Horizon Loop Trail is proposed as a four to five mile route that would run clockwise from Karen Hornaday Park up around the top of Woodard Creek Canyon, traverse the bluff eastward, and then drop down to Homer High School. The parking lots of Karen Hornaday Park and Homer High School would provide trailhead parking. Those wishing to complete the loop will easily be able to walk from the high school to Karen Hornaday Park or vice versa via Fairview Avenue. A later stage of trail development will connect the Horizon Loop Trail with the Homestead Trail at Bridge Creek Reservoir.

**Cost:** Staff Time      Priority Level 3

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**Jack Gist Park Improvements, Phases 3:** Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel was developed primarily for softball fields. The long-term goal is to acquire adjacent properties that will provide space for soccer fields. Phase 3 development will construct a plumbed restroom at the park and develop soccer fields.

**Cost:** \$400,000      Priority Level 3

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**Karen Hornaday Park Improvements, Phase 3:** Phase 3 park improvements will include building a concession stand, shed, landscaping, signage, and revegetating Woodard Creek.

**Cost:** \$860,000      Priority Level 2

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**Mariner Park Improvements:** This project will provide significant improvements to Mariner Park as called for in the park's master plan: Construct a bike trail from the "Lighthouse Village" to Mariner Park (\$325,000); Construct a pavilion, additional campsites, and interpretive kiosk (\$150,000); and improve the appearance of the park with landscaping (\$75,000).

**Total:** \$500,000      Priority Level 3

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**Deleted moving entrance from project since that has been accomplished. Re-visit bike path once work DOT is doing this year is accomplished (may fill that need).**





## Capital Improvement Long-Range Projects

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**Public Restrooms – Homer Spit:** With increased activity on the Homer Spit, including the popular Homer Spit Trail, the need for restroom facilities has also increased. Restrooms are needed in the following locations, in priority order. (Note: It is anticipated that a new restroom in the vicinity of the Fish Dock will be constructed in 2013. Restrooms for Mariner Park, Ramp 5 & 8 and End of the Road Park are addressed elsewhere).

- The restroom at Ramp 2 is in poor condition and needs to be replaced.
- A restroom is needed at the Spit trailhead parking area on Kachemak Drive. The parking area is at the intersection of the Ocean Drive bike route and the Homer Spit trail; thus the restroom will benefit users of both trails.

**Cost:** \$295,000 each; \$590,000

Priority Level 2 for Ramp 2; Level 3 for Spit trailhead

**PC proposed Spit Trailhead Restroom as a project this year.**

### PUBLIC FACILITIES

**Homer Conference Center:** Homer is a popular visitor destination and the visitor industry is a critical component of the local economy. However, millions more dollars might be spent in Homer if a meeting facility large enough to attract conferences with several hundred participants was available. Currently, Homer has no facility capable of providing meeting space for groups of more than 180 people.

Homer's reputation as an arts community will help attract meetings and audiences if a facility exists to accommodate and showcase these events. The conference center, featuring banquet/ballroom space and flexible meeting space, will fill this need. If the facility is located in Homer's developing Town Center, other area businesses would also benefit from the increased number of visitors attending meetings at the conference center.

A conference center will increase Homer's ability to compete with other communities in that important niche of the visitor industry, and will also provide a venue for meetings and cultural events hosted by local organizations, such as the Kachemak Bay Writers Conference and Shorebird Festival events.

In partnership with the Homer Chamber of Commerce, the City of Homer commissioned a conference center feasibility study completed in summer 2005. The study predicts moderate demand from outside groups for a conference center in Homer. The Conference Center Feasibility Study Steering Committee made a formal recommendation that the City support efforts to encourage the construction of a conference center in Homer's Town Center. In August 2005, the Homer City Council passed Resolution 05-86(A) which recommends further consideration and authorizes the City Manager to pursue ideas and discussions that will increase the likelihood of a conference center being built in Homer.

**Cost:** \$5 million

Priority Level 3

**Public Works Complex:** The City of Homer Public Works complex on the Sterling Highway was constructed in phases from 1974-1986 (except for the recently completed large equipment storage shed). In 1980, Homer's population was 2,209. Since that time, the population has grown more than 150%, with a corresponding increase in roads, water/sewer lines, and other construction activity that requires employee and equipment time. The existing facility is no longer adequate to meet these needs and the problem will become more acute with continued growth.

A new Public Works complex will include the following:

- Increased office space to provide adequate room for employee work areas, files, supplies, and equipment storage
- Adequate space for Parks Division and Engineering staff and equipment
- A waiting area for the public, contractors, etc.
- A conference room that doesn't double as the employee break room
- A break room with adequate seating, storage, and locker space
- A laundry room
- A garage for the motor pool large enough to accommodate more than one or two projects at a time
- Improvements in ventilation throughout the facility and wiring for computer technology

**Cost:** Design—\$500,000

Construction—\$4,500,000

Priority Level 2



## Capital Improvement Long-Range Projects

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**Homer Greenhouse:** Homer's growth in population and area, the importance of tourism to the local economy, and increased community requests for beautification illustrate the need for a new greenhouse capable of producing 100,000 plants annually. In addition to spring planting, the greenhouse can be used to grow hanging baskets for the Central Business District; poinsettias, etc. for the winter holiday season; and shrubs and trees for revegetation and park improvements. The greenhouse could also serve as a community resource for meetings, weddings, winter visits, etc.

**Cost:** \$400,000                      Priority Level 3

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**Public Market Design and Financing Plan:** This project will facilitate implementation of a recommendation in the City's Comprehensive Economic Development Strategy discussed in both the "Agriculture" and "Downtown Vitalization" sections. It is also consistent with the goals of the Homer Town Center Development Plan and the Climate Action Plan. Specifically, the project will provide a permanent, weather-protected venue for the Homer Farmers Market in Town Center. The project will kick off development in the Town Center district, providing immediate benefits to downtown Homer and serving as a catalyst for further development.

**Cost:** \$60,000                      Priority Level 3

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### UTILITIES

**Spit Water Line – Phase 4:** The existing Homer Spit water line is 40 years old and is constructed of 10-inch cast iron. In recent years it has experienced an increasing number of leaks due to corrosion. The condition has been aggravated by development on the Spit resulting in increased load from fill material on an already strained system. Phase 4 of this project consists of slip lining approximately 1,500 linear feet of water main to the end of the Spit. Slip lining the Homer Spit waterline, versus replacing, will reduce cost while ensuring an uninterrupted water supply for public health, fire/life safety needs, and expanding economic activities on the Spit. The City received a grant for the EPA for design of the project which was completed in fall of 2014.

**Cost:** \$400,000                      Priority Level 3

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updated with design  
work from EPA grant.

**Bridge Creek Watershed Acquisition:** Currently, the Bridge Creek watershed is the sole source of water for Homer. To protect the watershed from development that could threaten the water supply and to ensure the availability of land for possible future expansion of water treatment operations within the watershed, the City seeks to acquire additional acreage and/or utilize conservation easements to restrict development that is incompatible with clean water.

**Cost:** \$1,000,000                      Priority Level 3

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**Alternative Water Source:** Currently Homer's sole water source is the Bridge Creek Reservoir. Population growth within the city, increased demands for city water from residents outside city limits, increasing numbers of tourists and summer residents, and climate change that has reduced surface water availability are all factors in the need for a new water source to augment the existing reservoir.

**Cost:** \$16,750,000                      Priority Level 3

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## Capital Improvement Long-Range Projects

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**West Hill Water Transmission Main and Water Storage Tank:** Currently, water from the Skyline treatment plant is delivered to Homer via two transmission mains. One main (12-inch) is located along East Hill Road and delivers water to the east side of town. The other (8-inch) runs directly down to the center of town. A third transmission main is needed to deliver water to the west side of town, provide water to the upper West Hill area, and provide backup support to the two existing transmission mains. A new water storage facility is also needed to meet the demands of a rapidly growing community.

The addition of a third water transmission main has been identified in comprehensive water planning documents for over 20 years.

**Cost:** Design—\$500,000      Construction—\$4.5 M      Priority Level 2

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### State Projects

**Ocean Drive Reconstruction with Turn Lane:** Ocean Drive, which is a segment of the Sterling Highway (a state road) connecting Lake Street with the Homer Spit Road, sees a great deal of traffic, particularly in the summer, and has become a source of concern for drivers, bicyclists, pedestrians, and tour bus operators. This project will improve traffic flow on Ocean Drive and reduce risks to drivers, bicyclists, and pedestrians by creating a center turn lane, providing well-marked crosswalks, and constructing a separated bike path. The project will also enhance the appearance of the Ocean Drive corridor by moving utilities underground and providing some landscaping and other amenities.

Currently, a bicycle lane runs on the south side of Ocean Drive. However, it is common for cars and trucks to use the bicycle lane to get around vehicles which have stopped in the east-bound traffic lane in order to make a left turn. Some frustrated drivers swing around at fairly high speeds, presenting a significant risk to bicyclists and pedestrians who may be using the bike lane. In recent years, the Homer Farmers Market has become a popular attraction on the south side of Ocean Drive during the summer season, contributing to traffic congestion in the area. In addition, Homer is seeing more cruise ship activity which also translates into more traffic on Ocean Drive. All of these factors have led to increased risk of accidents.

**Recommend reassessing this project after DOT work on Ocean Drive is complete. Project goals may be accomplished.**



## **Capital Improvement Appendices**

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- **Part 4: Capital Improvement Appendices**
- **CIP Development Schedule**
- **Resolution CORRECT NUMBER**
- **City of Homer Financing Assumptions**



## Capital Improvement Appendices

**CITY OF HOMER  
2015-2020 CAPITAL IMPROVEMENT PLANNING PROCESS  
FY 2016 LEGISLATIVE REQUEST DEVELOPMENT SCHEDULE**

ACTION	TIME FRAME
City Council approval of schedule	May 27, 2014
Solicit new/revised project information from City departments, local agencies and non-profits	May 27
Input for new draft requested by	June 30
Prepare and distribute draft CIP to City advisory groups for review and input. (Administration compilation of draft CIP June 30-July 9)	(Meeting dates): Planning Commission July 16, August 6
	Parks and Recreation Commission August 21
	Port and Harbor Commission July 23
	Library Advisory Board August 5
	Economic Development Commission July 8, August 12
	Public Arts Committee August 14
Administrative review and compilation	August 15 - August 20
City Council worksession to review proposed projects	August 25
Public Hearing on CIP/Legislative request	September 8
Adoption of resolutions by City Council	September 22
Administration compilation of CIP	September 23 – September 30
Administration forwards requests for Governor’s Budget (Local Election)	October 1
Distribution of CIP and State Legislative Request	October 2014 & January 2015
Compilation/distribution of Federal Request	February 2015





## Capital Improvement Appendices

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**CITY OF HOMER  
HOMER, ALASKA**

Mayor/City Council

**RESOLUTION 13-087(A)**

A RESOLUTION OF THE HOMER CITY COUNCIL ADOPTING THE  
2014-2019 CAPITAL IMPROVEMENT PLAN AND ESTABLISHING  
CAPITAL PROJECT LEGISLATIVE PRIORITIES FOR FISCAL YEAR  
2015.

WHEREAS, Duly published hearings were held on August 26 and September 9, 2013 in  
order to obtain public comments on capital improvement projects and legislative priorities;  
and

WHEREAS, The Council received comments from all of the Commissions and held an  
all day Worksession on August 17, 2013; and

WHEREAS, It is the intent of the City Council to provide the Governor, the State  
Legislature, State agencies, the Alaska Congressional Delegation, and other potential funding  
sources with adequate information regarding the City's capital project funding needs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the  
"City of Homer Capital Improvement Plan 2014-2019" is hereby adopted as the official 6-year  
capital improvement plan for the City of Homer.

BE IT FURTHER RESOLVED that the following capital improvement projects are  
identified as priorities for the FY 2015 State Legislative Request:

1. Water Storage/Distribution Improvements
2. Public Safety Building
3. Harbor Sheet Pile Loading Dock
4. Fire Department Equipment Upgrades
5. East to West Transportation Corridor

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rent reso.**

BE IT FURTHER RESOLVED that projects for the FY 2015 Federal Legislative Request  
will be:

1. Deep Water/Cruise Ship Dock Expansion, Phase 1
2. East Boat Harbor

BE IT FINALLY RESOLVED that the City Manager is hereby instructed to advise the  
appropriate State and Federal representatives and personnel of the City's FY 2015 capital  
project priorities and take appropriate steps to provide necessary background information.



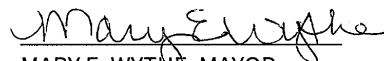
## Capital Improvement Appendices

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Page 2 of 2  
RESOLUTION 13-087(A)  
CITY OF HOMER

45 PASSED AND ADOPTED by a duly constituted quorum of the City Council for the City of  
46 Homer on this 9<sup>th</sup> day of September, 2013.

47 CITY OF HOMER

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51 MARY E. WYTHE, MAYOR

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53 ATTEST:

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56 JO JOHNSON, MMC, CITY CLERK

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59 Fiscal Note: N/A  
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## Capital Improvement Appendices

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### City of Homer Financing Assumptions: Capital Improvement Program

Implementation of the City of Homer Capital Improvement Plan requires utilization of various financing mechanisms. Financing mechanisms available to the City of Homer include:

- Federal grants or loans
- State grants or loans
- General obligation bonds
- Limited obligation bonds
- Revenue bonds
- Special assessment bonds
- Bank loans
- Pay as you go
- Private sector development agreements
- Property owner contributions
- Lease or lease–purchase agreements

The use of any of the financing mechanisms listed above must be based upon the financial capability of the City as well as the specific capital improvement project. In this regard, financing the CIP should take into consideration the following assumptions:

1. The six-mill property tax limitation precludes utilizing General Fund operating revenue to fund major capital improvements. Available revenue should be utilized to fund operation and maintenance activities.
2. The operating revenue of enterprise funds (Port & Harbor, Water & Sewer) will be limited and as such, currently only fund operation and maintenance activities.
3. The utilization of Federal and State grants will continue to be significant funding mechanisms. Grants will be pursued whenever possible.
4. The 1½ percent sales tax approved by voters of Homer for debt service and CIP projects is dedicated at ¾ percent to sewer treatment plant debt retirement, with the remaining balance to be used in water and sewer system improvement projects, and ¾ percent to the Homer Accelerated Roads and Trails (HART) Program.
5. The HART Program will require property owner contributions of \$30 per front foot for road reconstruction, with an additional \$17 per front foot for paving.
6. The Accelerated Water and Sewer Program will require substantial property owner contributions through improvement districts/assessment funding, set currently at 75 percent.
7. The private sector will be encouraged to finance, construct, and operate certain nonessential capital improvements (e.g., overslope development).
8. The utilization of bonds will be determined on a project-by-project basis.
9. The lease and/or lease–purchase of capital improvements will be determined on a project-by-project basis.





## **Proposed New Projects Table of Contents**

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### **City Projects**

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### **Projects Submitted by Other Organizations**

8. Homer Council on the Arts: Re-configuration and Facility Upgrade...9
9. Haven House: Safety/Security Improvements...10

**PROPOSED NEW PROJECT - DRAFT**





## Replacement Ambulance

**Project Description & Benefit:** The Homer Volunteer Fire Department needs a new ambulance to replace the 1997 Ford Type 1 ambulance that is well beyond its standard life span. Due to its age and condition, the ambulance is primarily used for transports and as a second-out ambulance. A new ambulance would increase the fleet to 3 and allow the department to store an ambulance at the Skyline satellite fire station for quick response times on the ridge.

**Plans & Progress:** A replacement ambulance for the Homer Volunteer Fire Department has been approved by Alaska Code Blue for funding. The review process for Code Blue is rigorous and includes multiple review steps including Southern Region staff, Board of Directors Equipment Review Committee, the Southern Region Board of Directors, the Statewide Code Blue Steering Committee and USDA/Rural Development. During these steps, the ambulance was considered based on many established criteria, including its status as essential EMS equipment, reasonableness of request, application to the community setting, documentation of need, cost, how it fits into regional and statewide priorities, and a host of others. Because of funding shortfalls, code Blue can only partially fund the City of Homer replacement ambulance at \$60,000. If the City cannot come up with funding for the remaining \$110,000 in the near future, it may lose the Code Blue grant opportunity.

**Total Project Cost:** \$170,000

**Funding Secured:**

**City of Homer 10% Match:** \$17,000

**State of Alaska Code Blue:** \$35,000

**USDA through Code Blue:** \$25,000

**Priority Level:** 1

**Schedule:** 2015



The 1997 ambulance has been well used by the HVFD and deserves to retire to parades after 17 years. A more modern and reliable vehicle will better be able to serve the growing emergency management demands of Homer.

**Proposed by: Fire Chief**



## Backup Generator for Homer Public Library

**Project Description & Benefit:** This project would install a backup generator and automatic transfer switch at the Homer Public Library. Currently there is no backup power at the library. Any outage lasting more than 15 minutes results in a minimum of 20 staff hours for shut-down and recovery of 30-plus computers (staff and public), servers, printers, database connections, and software systems. In addition, remote services to patrons are lost. Health and safety issues include poor lighting, especially in winter, loss of phone functionality, and shut-down of police and fire alarms. Outages that occur when the Library is closed may result in damage to equipment if staff is unaware of the outage or unable to respond in time to execute proper shut-down procedures.

If the Library had back up power, it would be able to serve a critical role in an emergency. It was built in 2006 and has conference rooms, a large open space, office spaces, and state of the art communication systems including video teleconferencing capability. If City Hall were to lose power or become compromised, the Library is the only other facility capable of hosting the internet and phone communications for all City buildings. The Library is centrally located between the two main roads in Homer, Pioneer Avenue and the Sterling Highway, and is only a few blocks from City Hall. The Homer Public Library has been identified in the City of Homer Emergency Operations Plan as critical infrastructure and would be a good fit as an alternate Emergency Operations Center, Joint Information Center, or Public Information Center. The main drawback of the Library as any one of these sites is it currently does not have back up power.

**Total Project Cost:** \$114,400

**Engineering:** \$14,300

**Purchase Generator:** \$54,600

**Installation:** \$41,600

**Inspection:** \$ 3,900

**Priority Level:** 2

**Schedule:** 2016



Homer Public Library at Dusk. Photo Chirs Arend.

**Proposed by:**  
**Library**  
**Director**



## Homer Education and Recreation Center Upgrades

**Project Description & Benefit:** The Homer Education and Recreation Center (HERC) is a City owned two-story 18,000 square foot structure centrally located on the corner of Pioneer Avenue and the Sterling Highway built in 1956. The lower story of the HERC has a large gym, locker rooms, kitchen and classrooms that housed the Homer Boys and Girls Club before they closed in 2012. Originally used as a school, due to age and disrepair, the building is an expensive facility to heat and maintain and lacks some of the basic safety and accessibility features common in public facilities today.

There is great demand for indoor recreation space in Homer, especially during the long, cold, dark winter months. The City has been able to maintain public access to the gym for activities such as pickle ball, wrestling and toddler playgroup. However, improvements are needed to be able to use this open indoor space to its full potential.

This project would renovate the bathrooms, make the gym and locker room ADA accessible and focus on upgrades to make the gym/ locker room portion of the building more energy efficient including installing a new roof and converting to natural gas.

**Total Project Cost:** \$350,000

**Design:** \$35,000

**ADA Accessibility:** \$15,000

**Upgrade Bathrooms:** \$80,000

**New Roof:** \$180,000

**Convert to Natural Gas:** \$20,000

**Inspection:** \$20,000

**Schedule:** 2017

**Priority:** 2



The downstairs of the “old middle school,” known as the HERC building, houses a gymnasium that is used by the community for indoor recreation.

**Proposed by:  
Parks and Rec**





## Seafarers Memorial Parking Expansion

**Project Description & Benefit:** This project would use materials from dredging the harbor to build up a parking lot between Seafarers Memorial and the east end of the nearby boardwalk complex. The additional parking will be a welcome improvement as it is often hard to find parking during peak summer months on this section of the Spit. The project has the added benefit of replenishing the beaches on the east side of the Spit and protecting infrastructure from erosion. The material will be placed on the beaches as part of the Army Corps of Engineers' dredging/disposal operations. Funding is needed to supplement hauling costs, compact material, cap with gravel and pave the lot. A Corps permit will be needed to accomplish this work.

**Plans & Progress:** The City has appropriated \$15,000 for the Homer Area Roads and Trails (HART) fund for engineering and permitting of this project completed in 2014. The dredged materials are scheduled to be placed in the lot by fall of 2014.

**Total Project Cost:** \$635,000

**Schedule:**

**2014 (Design and Permitting):** \$8,000

**2014 (Dredged Material Placement by Corps):** In kind

**2015 (Construction):** \$627,000

**Priority Level:** 1



This project would fill in, level and pave the grassy area pictured above between the Seafarer's Memorial and the nearby boardwalk.

**Proposed By: P&H  
Director and Port  
& Harbor Com-  
mission. P&H  
Commission #2  
priority.**

PROPOSED NEW PROJECT - DRAFT



## Storm Water Master Plan

**Project Description & Benefit:** The City of Homer has an outdated storm water master plan. The current plan was prepared in the 80's, projecting only basin runoff flows. The existing storm drainage system is expanding and a comprehensive storm water plan is needed to more effectively plan and construct storm water infrastructure, including sedimentation/detention facilities, snow storage and water quality improvements.

A new master plan will outline how the City can:

- Identify current and future storm runoff flows from individual drainage basins within the community - identify infrastructure needed to effectively collect, transmit, treat, and discharge surface water runoff to Kachemak Bay.
- Provide a staged approach to constructing needed infrastructure to serve an expanding/developing community - establish pipe sizing, detention basin volumes, and cost estimates.
- Mitigate storm water runoff through the use of a wide variety of gray and green infrastructure practices and technologies that improve the quality and reduce the quantity of runoff discharging directly to receiving waters.
- Develop public education programs targeting specific stream degradation from storm water runoff.
- Provide storm water management systems and practices including collection, storage, conveyance and treatment structures that are components of a comprehensive plan to preserve or restore natural/stable in-stream hydrology.
- Identify projects that incorporate green infrastructure to manage, treat or reduce storm water discharges and urban non-point source runoff to the critical wildlife habitat of Kachemak Bay.

**Total Project Cost:** \$340,000



A master plan is needed to address storm water management issues. On a small scale, this picture of the Homer library parking lot is an example of flooding and overflows that occur community wide during rain storm events.

**Proposed by: Planning Director, Planning Commission, and Public Works Director.  
PC # 2 priority.**

PROPOSED NEW PROJECT - DRAFT





## Bayview Park Restoration

### Project Description & Benefit:

The goal of this project is to improve the accessibility and safety of Bayview Park and its playground elements with a focus on making the park more user-friendly to young children (infant-toddler-preschool age) and for children and parents/caregivers with disabilities or mobility issues.

- **Stage 1, Summer 2014:** Improve the ADA parking space and create an ADA trail from parking area, inside the fence and over to the existing playground equipment.
- **Stage 2, Summer 2015:** Replace existing white picket fence with a wood frame-chain link fence to improve the stability and durability of the fence (current fence is in constant need of repair). Parents/caregivers appreciate having fence as it provides a level of safety for young children around the busy roads and ditches surrounding the park.
- **Stage 3, Summer 2016-17:** Upgrade ground cover to playground standards, replace jungle gym, add additional swing port, and extend ADA trail to new elements as needed. The goal is to provide new playground elements that are designed for younger/toddler age and to have some accessible for children with disabilities.

**Plans & Progress:** In 2011 Best Beginnings Homer raised money and funded a new slide and boulders that were installed by the City. Several parents built and installed stepping logs and 2 small “bridges”. In 2013 Best Beginnings Homer coordinated with Corvus Design to meet with local families and children for project ideas and create a master plan with cost estimates. \$5,347.76 was raised to purchase and install elements and pay for design costs.

During the summer of 2014 \$5,118 and additional in-kind donations (equipment and labor) were spent to complete the ADA parking/trail improvements.

Best Beginnings Playspaces Work Group (Kate Crowley, Cheryl Ilg, Angie Otteson-City of Homer, Jenny Martin, and Rick Malley- ADA specialist from ILP.) have developed a fundraising plan to raise additional funds through grant writing, community donations and in-kind donations of supplies, equipment, and labor. The group meets regularly to discuss design plans and fundraising.

**Total Project Cost:** \$189,974



Though charming, the white picket fence that surrounds Bayview Park is in need of constant repair. A more practical chain length fence is needed to keep young children out of roads and ditches.

**Proposed by Best Beginnings Homer and Parks & Rec. Want to make it a City project. Ok with administration.**

PROPOSED NEW PROJECT - DRAFT



## Homer Spit Trailhead Restroom

**Project Description & Benefit:** The parking lot at the intersection of the Ocean Drive bike path and Homer Spit Trail gets heavy use year round. The Spit trail is a popular spot for biking, running, walking, and roller blading. Parents bring their young children to ride bikes because the trail is relatively flat and has few dangerous intersections. A restroom would be heavily used by recreators and commuters using both trails.

**Total Project Cost:** \$295,000



The parking lot at the Spit trail head full of cars on a sunny day.

PROPOSED NEW PROJECT - DRAFT

**Proposed by Planning Commission. This project is currently in the long range section of the CIP bundled with the restroom at Ramp 2 (see page 54)**



## Homer Council on the Arts Re-configuration & Facility Upgrade

**Project Description & Benefit:** Reconfiguring the building that Homer Council on the Arts presently owns and resides, will provide an ADA accessible, energy efficient venue for HCOA programming, as well as facility use options for the public with 1) a larger and more accessible space to use for classes, events, meetings, exhibits and performances 2) a conference room for smaller exhibits, meetings and classes, 3) a larger art room for classes and workshops which will also function as a backstage for the performance space 4) two ADA accessible bathrooms, 5) one business rental space for additional revenue.

HCOA is currently participating in the Foraker Group Pre-Development Program, sponsored by Rasmuson Foundation. The project manager and architect have met with the HCOA Board several times to discuss programmatic needs and how to accommodate these needs with building improvements. They are guiding our process to ensure our project is right-sized and feasible. Specifically, the building remodel will include 1) the replacement of the heating and ventilation systems with natural gas, 2) energy efficient windows and doors, and new rear entry 3) repair of water issues in the basement, 4) ADA approved handicapped accessible bathrooms, 5) re-configuration of the current floor plan to accommodate programming and public use of space.

**Plans & Progress:** HCOA currently has a preliminary architectural design and narrative for the interior re-model. The cost estimate is currently in progress. HCOA will continue to work through Foraker's Pre-Development Program through the next stages of the project.

Phase 1: Replace heating and ventilation systems and address water issues in basement.

Phase 2: Reconfigure floor plan including back entrance, and new windows.

**Total Project Cost:** \$500,000

**Schedule:**

**Preconstruction:** 2014

**Construction:** 2019



**Pro-  
posed by  
HCOA.  
PAC #2  
priority**

PROPOSED NEW PROJECT - DRAFT





## Haven House Safety/Security Improvements

**Project Description & Benefit:** Haven House provides protection through our emergency shelter and program services to adults and children who are victims of domestic violence and sexual assault. Domestic violence and sexual assault offenders are among the most dangerous type of violent offender and shelters like ours warrant a high degree of security systems, equipment, and technology. Haven House is requesting \$30,000 to improve the security of our facility through upgrading existing surveillance equipment, adding additional, much-needed surveillance equipment, upgrading existing security system, improving communications between all offices in our building, as well as instant communication to law enforcement, and improving equipment that contributes to security, such as doors, windows, locking systems, and fence. According to feedback collected on surveys from Haven House shelter employees and clients, as well as security challenges we have faced in the past, there is a need to provide improvements to our security systems currently in place. This will protect Haven House clients, staff, and community members and provide a much-needed public safety function for the entire southern Kenai Peninsula communities.

**Plans & Progress:** Haven House is currently (July 2014) in the process of completing phase 1 of improving the security of our building. Phase 1 consisted of building in an arctic entry with a locked interior door that provides an additional entrance and layer of security to our building. Prior to this addition, there was free access into the Haven House administrative floor without authorization granted. This was not best practice for domestic violence shelters and was addressed to keep staff, clients, and community members safe. \$25,000 was secured for phase 1, from the Rasmuson Foundation.

We are seeking funding support to move into the next phase of security improvements. Phase 2 entails the addition and updating of security cameras, improving monitoring surveillance systems, replacing a number of existing doors and windows with more secure models, improving communications systems within the building that improve security, and making improvements to the Haven House fence.

**Total Project Cost:** \$55,000

**Funding Already Secured:** \$25,000

**Schedule:** 2014-2015



**Proposed  
by: Haven  
House.**

PROPOSED NEW PROJECT - DRAFT

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**  
**AUGUST 25, 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. CONSENT AGENDA**
- 4. REGULAR MEETING AGENDA**
- 5. COMMENTS OF THE AUDIENCE**
- 6. ADJOURNMENT NO LATER THAN 5:50 P.M.**  
Next Regular Meeting is Monday, September 8, 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.





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**  
**AUGUST 25, 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**

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

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

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

### **2. AGENDA APPROVAL**

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

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

### **4. RECONSIDERATION**

### **5. CONSENT AGENDA**

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

- A. Homer City Council unapproved Regular meeting minutes of August 11, 2014. City Clerk. Recommend adoption. **Page 113**
- B. **Memorandum 14-128** from Deputy City Clerk, Re: Liquor License Transfer for Patel's #2. **Page 131**

C. **Memorandum 14-124**, from Deputy City Clerk, Re: Confirmation of Election Judges for the Regular City of Homer Election October 7, 2014. **Page 143**

D. **Ordinance 14-45**, An Ordinance of the Homer City Council Amending Homer City Code 21.93.060 Standing – Appeal to Board of Adjustment and 21.93.500 Parties Eligible to Appeal to Board of Adjustment – Notice of Appearance, Providing for the City Planner or Designee to Participate in Appeals to the Board of Adjustment. City Manager. Recommended dates: Introduction August 25, 2014, Public Hearing and Second Reading September 8, 2014. **Page 145**

Memorandum 14-123 from City Attorney as backup. **Page 149**

E. **Resolution 14-087**, A Resolution of the Homer City Council Amending the City Council Operating Manual to Include City Code Recodification Revisions. City Clerk. Recommend adoption. **Page 151**

Memorandum 14-126 from City Clerk as backup. **Page 153**

## 6. VISITORS

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

A. Borough Report

B. 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 14-40**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$10,000 From the Fire Department Depreciation Reserves for a New Thermal Imaging Camera. City Manager/Fire Chief. Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

**Page 215**

Memorandum 14-121 from Fire Chief as backup.

**Page 219**

- B. **Ordinance 14-41**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72.030(B) Regarding the Duties and Powers of the Homer Advisory Planning Commission Related to Subdivisions, and Amending Homer City Code 2.72.060 Regarding the Commission's Meeting Schedule and the Provision of Records of Commission Action to the Council. City Manager. Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

**Page 221**

Memorandum 14-122 from City Manager as backup.

**Page 227**

- C. **Ordinance 14-42**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$1,430,000 for Waddell Way Road Improvement, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

**Page 229**

**Ordinance 14-42(S)**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$1,430,000 for Waddell Way Road Improvement, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

**Page 233**

- D. **Ordinance 14-43**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for Fire Department Equipment Upgrades, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

**Page 251**

**Ordinance 14-43(S)**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000

for Fire Department Equipment Upgrades, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. **Page 255**

- E. **Ordinance 14-44**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014. **Page 273**

**Ordinance 14-44(S)**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. **Page 277**

**9. ORDINANCE(S)**

**10. CITY MANAGER'S REPORT**

A. City Manager's Report

1. Memorandum 14-129 from Community and Economic Development Coordinator, Re: Strategic Implementation Planning **Page 303**
2. Memorandum 14-130 from Port Director/Harbormaster, Re: Harbor Improvements Construction Schedule **Page 317**

B. Bid Report **Page 323**

**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. **Resolution 14-008**, A Resolution of the City Council of Homer, Alaska, Approving a New Intergovernmental Wastewater Agreement Between the City of Homer and Kachemak City. City Manager. (Postponed from March 10, 2014.) **Page 331**

Memorandum 14-125 from City Manager as backup. **Page 333**

**14. NEW BUSINESS**

**15. RESOLUTIONS**

- A. **Resolution 14-088**, A Resolution of the City Council of Homer, Alaska, Amending the Sewer Fee Schedule to Provide a Fee Structure for Metered Sewer Only Customers. Mayor/City Council. **Page 351**

**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, September 8, 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 14-19 a Regular Meeting of the Homer City Council was called to order on August 11, 2014 at 6:00 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, VAN DYKE, ZAK

ABSENT: ROBERTS (excused)

STAFF: CITY MANAGER WREDE  
CITY CLERK JOHNSON  
COMMUNITY & ECONOMIC DEVELOPMENT  
COORDINATOR KOESTER  
FINANCE DIRECTOR LI  
IT MANAGER POOLOS  
LIBRARY DIRECTOR DIXON  
PORT & HARBOR DIRECTOR HAWKINS  
PUBLIC WORKS DIRECTOR MEYER

Councilmember Roberts has requested excusal.

Mayor Wythe declared Councilmember Roberts' absence as excused and there was no objection from the Council.

Council met for a Worksession from 4:00 p.m. to 4:34 p.m. to discuss the Charter Commission – City's Involvement. From 5:00 p.m. to 5:27 p.m. the Council met as a Committee of the Whole to discuss 2015 Budget and Consent and Regular Meeting Agenda items.

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

## **AGENDA APPROVAL**

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

The following changes were made: **ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS** - State of Alaska, Department of Natural Resources, Public Notice of Operations Application from Hilcorp Alaska, LLC for New Development of Gas Wells Near Ninilchik. **PUBLIC HEARINGS** - **Ordinance 14-35**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 5.05.010, 5.05.020, and 5.05.030 to Prohibit the Use of E-Cigarettes in City Structures, Vehicles, and Watercraft. Lewis. Written public comments. **Ordinance 14-37**, An Ordinance of the City Council of Homer, Alaska, Amending

the FY 2014 Operating Budget by Appropriating Up to \$19,000 From the Leased Property Depreciation Account for Improvements at the Homer Education and Recreation Complex (HERC) Gym to Bring the Building Into Compliance With the Fire Code. Mayor. Written public comments. **RESOLUTIONS - Resolution 14-085**, A Resolution of the City Council of Homer, Alaska, Requesting That the Alaska Department of Transportation and Public Facilities (ADOT/PF) Retain the Existing Road Profile and Striping Plan on Ocean Drive Which Consists of One Wide Bike/Pedestrian Lane on the South Side of the Road. Mayor/City Council. Detailed maps.

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

LEWIS/BURGESS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

#### **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 July 28, 2014. City Clerk. Recommend adoption.
- B. **Ordinance 14-40**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$10,000 From the Fire Department Depreciation Reserves for a New Thermal Imaging Camera. City Manager/Fire Chief. Recommended dates: Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

Memorandum 14-121 from Fire Chief as backup.

- C. **Ordinance 14-41**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72.030(B) Regarding the Duties and Powers of the Homer Advisory

Planning Commission Related to Subdivisions, and Amending Homer City Code 2.72.060 Regarding the Commission's Meeting Schedule and the Provision of Records of Commission Action to the Council. City Manager. Recommended dates: Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.

Memorandum 14-122 from City Manager as backup.

- D. **Ordinance 14-42**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$1,430,000 for Waddell Way Road Improvement, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.
- E. **Ordinance 14-43**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for Fire Department Equipment Upgrades, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.
- F. **Ordinance 14-44**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction August 11, 2014, Public Hearing and Second Reading August 25, 2014.
- G. **Resolution 14-086**, A Resolution of the Homer City Council Scheduling a Joint Worksession With the Advisory Planning Commission to Discuss Tower Regulation and Permit Requirements, and Other Planning Matters. City Manager.

Memorandum 14-116 from City Planner as backup.

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

LEWIS/BURGESS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

## **VISITORS**

### A. Diane Converse, Pratt Museum Capital Project Update

Diane Converse, Executive Director of the Pratt Museum, provided a PowerPoint presentation on the museum's new building capital project. The new building will include space for collection care, community education, expanded exhibit area, and more restrooms. The building will have controlled temperature and humidity. The capital project now has 35% secured funds. Site preparation is scheduled to begin in the fall of 2015.

The project also includes plans for daylighting the section of Woodard Creek that currently runs through a culvert under the parking area behind the museum building.

### B. Sean Baski, Project Engineer, and Laura Paul, Construction Project Manager, Department of Transportation/Public Facilities (DOT/PF), Sterling Highway Project

Sean Baski, Project Engineer for DOT/PF, reported on the Ocean Drive road resurfacing project. Ocean Drive was constructed in 1993 using 1984 design guidelines for the roadway. The project includes resurfacing with a safety component. The preferred plan is to even the shoulders of the roadway on either side to 6 ft. Alternatives were discussed, but the preferred plan includes safety measures. The shared use pathway on either side will be used by pedestrians and bicyclists. Bicyclists should ride as near to the right side of the roadway as possible. The Homer Cycling Club endorses DOT's design.

Mr. Baski commended the people of Homer, the Council, and the staff for sharing their opinions and concerns. DOT doesn't want to push forward a project that is not wanted by the community and doesn't meet the needs of the State of Alaska. The City has been working collaboratively with the State and is getting a lot of projects.

The extension of a wider shoulder on Ocean Drive is outside the scope of the project since it is scoped as a resurfacing project. Although the crosswalk location is not desirable it does meet the minimum criteria for crossing. There is no good alternative to move the crosswalk. The street has a 35 mph speed limit; it would require a large effort to reduce the speed. A streetlight to illuminate the crosswalk will not be included in the project.

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

### A. Borough Report

### B. Commissions/Board Reports:

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

Parks and Recreation Advisory Commissioner Robert Archibald reported the Parks Day at Coal Point Park was highly successful.

5. Port and Harbor Advisory Commission

Bob Howard, Port and Harbor Advisory Commissioner, reported the commission evaluated the rate structure to sustain the port and harbor. The process started in 2013 and to sustain everything in the harbor a 57% rate increase was required. The commission elected to set aside elements outside the harbor and figure out what it takes to maintain the port and harbor facility where boats are kept. Northern Economics completed a rate study that recommended a rate increase of 32%. The commission decided to increase rates systematically at 3.2% over 10 years to have a sustainable harbor. Historically, moorage rates have been calculated on lineal foot, now boats are getting beefier and wider. A more equitable way to divvy up costs is to calculate moorage rates on a square foot basis. The commission had hoped to get this done this season, but have not heard from the large boat owners who will be impacted. The large boat owners are away from town working at this time of the year. The small boat owners have borne a disproportionate share of harbor costs. The commission has taken three actions:

- Rate increases every year consistent with the CPI Anchorage
- Raise rates 32% over 10 years at the rate of 3.2% per year
- Restructure moorage rates from lineal foot to square foot

## **PUBLIC HEARING(S)**

### **A. 2015 Budget Priorities**



Gail Ederly, Homer Council on the Arts, asked for continued support of art.

Larry Slone, city resident, recounted an encounter he just had on the library trails that enforces the need to make public safety a priority.

Asia Freeman, Bunnell Street Arts Center, thanked Council for supporting arts and culture in the community.

Robert Archibald, city resident and Parks and Recreation Advisory Commissioner, advocated for parks within the community.

- B. **Ordinance 14-33**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Public Library Assistance Grant for FY 2015 in the Amount of \$6,650 for Books and Library Materials, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Library Director. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-110 from Library 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 14-33 by reading of title only for second and final reading.

LEWIS/BURGESS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Ordinance 14-34**, An Ordinance of the City Council of Homer, Alaska, Amending Table 3 Permitted Sign Characteristics by Zoning District, Following Homer City Code 21.60.060, Signs on Private Property, to Permit Changeable Copy Signs and Illumination Internal in the Gateway Business District. Planning. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-119 from City Planner 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 14-34 by reading of title only for second and final reading.

LEWIS/BURGESS – SO MOVED.

The ordinance expands the signs permitted in the Gateway Business District.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Ordinance 14-35**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 5.05.010, 5.05.020, and 5.05.030 to Prohibit the Use of E-Cigarettes in City Structures, Vehicles, and Watercraft. Lewis. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

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 14-35 by reading of title only for second and final reading.

LEWIS/VAN DYKE – SO MOVED.

Councilmember Lewis supports the ban of e-cigarettes in City buildings as the vapors are harmful. A library patron was using an e-cigarette; it is happening on college campuses and in airports.

Councilmember Burgess agreed cigarettes are harmful but there is no definitive evidence that second hand smoke from e-cigarettes is harmful to bystanders. There is compelling arguments that e-cigarettes are much healthier than cigarettes. He opposes regulating e-cigarettes use based on the unknown.

VOTE: YES. LEWIS, HOWARD, ZAK, VAN DYKE

VOTE: NO. BURGESS

Motion carried.

- E. **Ordinance 14-36(A)**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$25,000 From the General Fund / Fund Balance for Clearing Trees and Underbrush on City Owned Property in the Town Center and the Trail From Poopdeck to the Library in Order to Enhance Public Health

and Safety. Mayor & City Council. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-111 from City Manager and Police Chief as backup.

Councilmember Burgess recused himself due to an ongoing conflict of interest and exited the dais.

Mayor Wythe opened the public hearing.

Larry Slone, city resident, expressed opposition to casual clear cutting and prefers monies be spent on police patrols.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 14-36(A) by reading of title only for second and final reading.

HOWARD/LEWIS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Burgess returned to his seat.

- F. **Ordinance 14-37**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating Up to \$19,000 From the Leased Property Depreciation Account for Improvements at the Homer Education and Recreation Complex (HERC) Gym to Bring the Building Into Compliance With the Fire Code. Mayor. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-113 from City Manager as backup.

Mayor Wythe opened the public hearing.

Doug Dodd, city resident, offered support and cost saving solutions to improvements at the HERC.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 14-37 by reading of title only for second and final reading.

LEWIS/BURGESS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- G. **Ordinance 14-38(A)**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Port and Harbor Enterprise Fund Operating Budget by Making Necessary Mid-Year Adjustments to Certain Expenditure Line Items and Transfers to the Depreciation Account. City Manager. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-114 from Port and Harbor 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 14-38(A) by reading of title only for second and final reading.

LEWIS/VAN DYKE – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- H. **Ordinance 14-39**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$80,000 From the Homer Accelerated Water/Sewer Program (HAWSP) for the Purchase of Property for a New Water Storage Tank (Lot A2, Barnett Subdivision, Quiet Creek Addition 2014) and Closing Costs Associated With the Purchase. City Manager/Public Works Director. Introduction July 28, 2014, Public Hearing and Second Reading August 11, 2014.

Memorandum 14-115 from Public Works Director as backup.

Councilmember Burgess recused himself due to an ongoing conflict of interest and exited the dais.

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 14-39 by reading of title only for second and final reading.

LEWIS/ZAK – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Burgess returned to his seat.

## **ORDINANCE(S)**

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

#### A. City Manager's Report

1. Kachemak City Sewer: I have informed Mayor Morris that the Homer City Council liked his proposal and that I was instructed to bring back a resolution which amends the Fee Schedule for sewer only customers in both Kachemak City and within the Homer City limits. The Mayor was scheduled to relay this information to his City Council this week. Tom Klinkner is working on a draft of a new wastewater agreement between the two Cities. Resolutions amending the fee schedule and approving the new wastewater agreement are scheduled for the August 25 meeting.
2. Ocean Drive Paving and Striping: At the last meeting, the Council discussed the proposed paving and striping plan for Ocean Drive. Council requested a resolution expressing its recommendation that the existing wide bike lane on the South side of the road remain and that the proposed crosswalk at Lake Street be eliminated. A resolution to that effect is included in the agenda for this meeting. I conveyed the Council's recommendations to the ADOT/PF project staff in an e-mail and follow-up phone call last week. In response, the Project Engineer and the Construction Project Manager have decided to come down and address the Council at this meeting. I have scheduled them as a Visitor on the meeting Agenda.

3. DEC Grant Application: Attached is a copy of the City's DEC water and sewer grant application for State Fiscal Year 2016. I have attached this information for your review in part, because the City generally lists DEC projects as its number 1 Priority on the CIP List. These projects are reviewed and scored by DEC and if they score high enough, and funding is available, they are inserted in the Governor's Capital Budget and transmitted to the Legislature for final approval. This application requests a grant in the amount of \$1,922,577. The total estimated project cost is \$2,746,538. A local match of approximately \$800,000 will be needed. In the past, the City has provided local matches by taking low interest loans which reduces pressure on the HAWSP Fund Balance. The loans are repaid through a combination of property assessments and sales tax revenues. The proposed project is phased and includes several components which are included in the Water and Sewer Master Plan. The projects were designed and engineered using an EPA grant. There is also an alternative energy component.
4. Storm Water Plan: Carey Meyer has submitted a grant application to EPA for a storm water master plan. Storm water and drainage generally, can be a problem in Homer, as you know. We have applied for grants in the past for this purpose but have not yet been successful. The Planning Department nominated a storm water plan as a new project for inclusion in the CIP.
5. FY 2015 Budget Priorities: The Committee of the Whole Agenda for this meeting includes a discussion of Budget Priorities for Fiscal Year 2015. This is the Council first opportunity to let the staff know what its budget priorities are for the next fiscal year. This information is very helpful to me as we prepare the draft budget for next year. In order to help jump start the discussion, I thought it might be a good idea to list my priorities going in to the process. The following list of priorities is not exhaustive but it includes most of the big ones:
  - Restore GF Depreciation Funding
  - Maintain Desirable Fund Balances
  - Sustainable Employee Health Insurance Plan
  - Maintain Existing Programs at Current Staffing Levels
  - City Gas Assessment Payments
  - Borough Loan Repayment
  - Increase Building Maintenance and Police Staffing Levels
  - Wage Scale Adjustments
  - M&O Requirements for New Buildings and Infrastructure
  - P&H Tariff Adjustments
  - W&S Revenues
6. Parks, Arts, Recreation, and Culture (PARC) Needs Assessment: The ink is dry on the contract with the consulting firm Agnew::Beck. The consultant is ready to start work and we anticipate some initial meetings as early as next week. The consultant's first meeting with the PARC Committee will be toward the end of this month or early September. At the time this report was written, there was a possibility that Chis Beck, a principle in the firm,



would be available to speak with the Council at this meeting. He will definitely be in town that day doing some initial consultations with key stakeholder groups.

7. Strategic Planning: Katie has received proposals from consulting firms that are interested in facilitating a Council planning session. The objective is to establish priorities and an action plan based on existing already adopted plans; a plan to implement the plan. A proposal review team which includes the Mayor is currently reviewing and rating the proposals. We hope to have a recommendation to you soon on a consultant and the proposed date for the planning session.
8. Finance Department: The Finance Department is very busy this summer with the normal increase in sometime activities. The Department has “recovered” from recent audit and is now gearing up for preparation of the FY 2015 Budget. A great deal of time and effort is going into grant and financial reporting since we currently have so many capital projects in various stages of completion. Department staff members are working hard to test and implement new software that will make ambulance billing and special assessment district accounting more efficient and precise.
9. Clerk’s Office: In addition to their regular duties, the Clerk’s office is very busy gearing up for the upcoming primary and municipal elections. The candidate filing period is now open and there will be a proposition on the October ballot.
10. Police Department: HPD continues to be very busy this summer. The jail has not seen too many vacancies. Last week we said goodbye to Officer Steve Smith who is retiring after many years of service with HPD and the Alaska State troopers. Steve Smith was an excellent officer and he was loved and well respected by the community. He will be missed and we wish him the best in all of his future adventures.
11. Fire Department: Chief Painter reports that the two temporary, summertime EMT/firefighters that the Council approved are working out great. Summer is often a difficult time to get volunteers to respond in sufficient numbers to emergency medical or fire calls. Because it is summer, many volunteers have other things calling them, like the rest of us. Having these two paid staff members at the station and available to respond has been very helpful and HVFD has been able to keep its level of service high during the busiest part of the year. These positions have been particularly helpful with emergency medical calls. It is my intent to try and fit funding for these two positions in the budget for next year.
12. Library: Library Director Ann Dixon reports that the temporary/part time position the Council approved has also been very helpful. This staff person has been stationed almost exclusively at the front reference desk which frees the staff up to do other tasks and assist library patrons. The library is experiencing record numbers of visitors. At the last meeting, Council member Van Dyke noted that the Library has passed the 1 million visitation mark. The library reports that it had 12,242 visits in June (up from 10,639 last June) and 12,997 visits in July. There were only two months this year (February and May) in which visitation was less than 10,000. Library circulation in July was 11,892 which is significantly up over July of last year (9,612). The Summer Reading Program has more kids signed up than ever, over 300.
13. Construction Projects: You may have noticed that the slab is poured and framing has already begun on the new Port and Harbor Office Building. The contractor has an

aggressive construction schedule and the new expectation is that the Port and Harbor staff may be able to occupy the building as soon as March of next year. What you probably haven't noticed is that the steel frame of the new Skyline Fire Station is up and that project is moving along as well. Both buildings should be closed in by winter so work can proceed on the interior. The City is waiting for the final design plans on the Load and Launch Ramp work and will put that out to bid as soon as possible. We also expect to solicit RFPs from engineering firms for the preconstruction work on the proposed Deep Water Dock expansion within the next few weeks. The harbor work, including float replacements, water and electric service to System 5, and Ramp 3 replacement will begin this fall.

City Manager recognized Officer Steve Smith who retired as a police officer. He was a good officer and will be missed.

### **CITY ATTORNEY REPORT**

- A. Report for July 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

Mayor Wythe reported the next meeting for the committee is scheduled for Tuesday, August 26<sup>th</sup>. She encouraged the public to stop by; public testimony is always welcome.

- G. Vessel Haul-Out Task Force

Councilmember Howard reported Councilmember Lewis and the Harbormaster will make a presentation to the Port and Harbor Advisory Commission on August 27<sup>th</sup> and to the Council on September 22<sup>nd</sup>.

### **PENDING BUSINESS**

### **NEW BUSINESS**

## RESOLUTIONS

- A. **Resolution 14-084**, A Resolution of the Homer City Council Identifying Homer FAA Site Sub Tract 38A in the Town Center as a Viable Location for a Community Center. Mayor. Recommend adoption.

Mayor Wythe called for a motion for the adoption of Resolution 14-084 by reading of title only.

LEWIS/HOWARD - SO MOVED.

Mayor Wythe commented the Public Safety Building Task Force has the HERC building at the top of the list. She would like to have Council make the commitment of the property to the interested parties. If the PARC Needs Assessment comes through and the community is willing to support a community center, the Council will support the location for it.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Resolution 14-085**, A Resolution of the City Council of Homer, Alaska, Requesting That the Alaska Department of Transportation and Public Facilities (ADOT/PF) Retain the Existing Road Profile and Striping Plan on Ocean Drive Which Consists of One Wide Bike/Pedestrian Lane on the South Side of the Road. Mayor/City Council. Recommend adoption.

Mayor Wythe called for a motion for the adoption of Resolution 14-085 by reading of title only.

ZAK – SO MOVED.

Motion failed for lack of a second.

## COMMENTS OF THE AUDIENCE

Kathy Hill, city resident, commented on Ordinance 14-37, Resolution 14-084, the gas line project, and the HERC building. She commended Public Works Director Carey Meyer for his professional manner and responsive communication skills in regard to a park project.

Catriona Lowe, city resident, commented on the excellent presentation from Mr. Belski, adding that reducing speed limits will greatly improve safety.

Kim McNett, Homer Cycling Club, approves the changes on Ocean Drive. She requests the road and edges be regularly cleaned.

Jack Cushing, city resident, commented the State of Alaska can always be challenged by thinking of an elevated sidewalk and curb and gutter.

Bjorn Olson, thanked Mr. Belski. He suggested equal shoulders on each side of the road, the crosswalk closer to Farmers' Market, and a flashing light at the crosswalk.

Mark Romano, Homer Cycling Club, commented on the lack of a non-motorized transportation plan. The City should not react after the fact.

Tom Zitzmann, city resident, presented a bag of trash he picked up from the partiers on Bishop's Beach near his home. The City has the responsibility of placing trash receptacles along the beach and to inform the public of private property.

Catie Bursch, city resident, commented on people trying to cross the Sterling Highway near the schools without a crosswalk.

Larry Slone, city resident, commented the City has a non-motorized transportation plan.

Adele Person, city resident, commented on the non-motorized transportation plan and the need for a pedestrian and cycling balance.

Stan Eller, city resident, commented on employee healthcare costs and a study he conducted of Kenai Peninsula school enrollment numbers.

Christine Szocinski, city resident, commented on employee healthcare costs in comparison to surrounding communities.

Pat Irwin, city resident and Homer Cycling Club, prefers the 6 ft. allowance on both sides of Ocean Drive.

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

City Attorney Klinkner was not present.

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

City Clerk Johnson announced the candidacy filing period for the mayor and two council members closes on Friday, August 15<sup>th</sup>.

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

City Manager Wrede had no comments.

### **COMMENTS OF THE MAYOR**

Mayor Wythe commented on the fifteen plans the City has that includes a non-motorized trail plan. In October Council will work on a strategic plan to move all the plans forward. The State maintains and upgrades many roads within the city. The City does not have excess funds so relies on the State to maintain the main roads within the City. There have been lots of things going on in the community so the Council did not have the opportunity to address Ocean Drive road improvements before now. She is happy with DOT's plans for Ocean Drive since it will have the large lanes for large trucks, boats, and trailers. Taking anything from the road lanes opens the road up to a potential hazard since people don't observe the speed limit. The State of Alaska has been incredibly generous with the City of Homer and we appreciate that immensely. They have provided millions of dollars of funds. Mayor Wythe commented on Kathy Hill's concerns about the parcel in Town Center. She said it is a first step to allocate city property for a community center that must be driven by funds and what the community will support. It is the City Council's commitment to address the recreational and community needs. The infrastructure will be the most costly part of the development, but we will work through it and try to figure out how to do it. If we don't move forward to saying we will have a community space we won't have one. Council preferred the HERC location early in the process. The Public Safety Building Review Committee has not come up with a preferred site, but has found the HERC location the only sized lot that will meet the needs.

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

Councilmember Zak appreciates the bike club saying they would like wide lanes. When he comes off the Spit after fishing he is rocking and rolling and has to put more consideration to watching out for pedestrians and bicyclists. Ocean Drive is not just a resurfacing project; DOT is changing the lanes. From Beluga Lake to the Spit is not a safe area; there are a lot of factors

there. On healthcare he appreciates the Eller's input. At the last meeting we had a healthcare presentation; we don't purposely try to be non-family friendly. He understands families are important to the whole future. Mr. Eller's survey says we have dropped 100 children within the community; we are all aging. We can have a goal to repopulate to a friendly community with young families and in the future Homer will be a walk/bike/family friendly community. In reference to the bag of trash presented by Tom Zitzmann he advised the public if you are partying on the beach be considerate of others and we'll all be better off because of it.

Councilmember Van Dyke commented he owns a business on Ocean Drive and nearly daily he hears screeching and tires burning. He thanked the State for the hard work they have done. He asked the State if they will put in some remote tire spikes.

Councilmember Burgess thanked the State of Alaska and encouraged them to consider changing the crosswalk location on Ocean Drive. The State has worked closely with Homer and he is grateful for the projects. He wants the partnership to work out well. He referenced Ms. Hill's comments. Council develops a comprehensive strategy and a plan that we take to Federal and State governments to leverage funding for capital projects. It is important people understand how critical it is in leveraging the funds. A new public safety building costs \$17M and the vast majority of funding is Federal and State funds. He suggested voters think about candidate's positions for funding. The vast majority of harbor improvements were paid for with other funds. Part of the plans include strategies for implementation. Support for arts, trails, and recreation cost money. The City has fewer income streams and must keep police officers and plow the streets. We don't fund depreciation accounts and are not in a sustainable economic situation. We try to do our best and be efficient. He appreciates the Eller's coming in on employee health insurance. The City ran a self-insured program and paid for employee health insurance costs. For many years we enjoyed the economic benefits and beat the market. Three or four years ago our luck ran out. There were huge major costs and we can't purchase full insurance. We are now a risk. Until we can bring the numbers down there is no way to jump back into the markets. City staff is working to modify the plan to bring health costs down. If we jump in too soon we are paying expensive rates. There are many fiscal challenges. Councilmember Burgess advocated for spending HART funds for flashing pedestrian signs. He announced the volunteer EMT and Fire Fighter classes that begin in September.

Councilmember Lewis suggested looking at Bishop's Beach to place a gate across the beach. We have spent \$90,000 on traffic mitigation in the area. For years neighbors have had to put up with parties in the area. Jack Cushing had mentioned a sidewalk along Ocean Drive; Councilmember Lewis walks with his dog and six feet is not enough space.

Councilmember Howard commented on the lack of pedestrian respect and the disrespectful drivers in Homer. We should figure out a way to have a campaign. It's the law you stop when you see people at the crosswalk.



## **ADJOURNMENT**

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 8:23 p.m. The next Regular Meeting is Monday, August 25, 2014 at 6:00 p.m., Committee of the Whole 5:00 p.m., and Worksession 4:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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JO JOHNSON, MMC, CITY CLERK

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



# 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 14-128

TO: MAYOR WYTHE AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK  
DATE: AUGUST 20, 2014  
SUBJECT: LIQUOR LICENSE TRANSFER FOR PATEL'S #2

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

Type: Package Store  
Lic #: 3472  
DBA Name: Patel's #2  
Premise Address: 4287 Homer Spit Road, Homer, AK  
Owner: MSA, Inc.  
Mailing Address: 369 E. Pioneer Ave. Homer, AK 99603

RECOMMENDATION: Voice non objection and approval for the liquor license renewals and new liquor license application.

Fiscal Note: Revenues.





## City of Homer

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

## Police Department

4060 Heath Street  
Homer, Alaska 99603

[police@cityofhomer-ak.gov](mailto:police@cityofhomer-ak.gov)  
(p) 907-235-3150  
(f) 907-235-3151/ 907-226-3009

## Memorandum:

**To:** Melissa Jacobsen, Deputy City Clerk  
**From:** Mark Robl, Chief of Police *MR*  
**Date:** August 19, 2014  
**Subject:** Liquor License Transfer for Patel's #2

---

We have no objection to the liquor license transfer listed below:

Type:	Package Store
Lic #:	3472
DBA Name:	Patel's #2
Premise Address:	4287 Homer Spit Road, Homer, AK
Owner:	MSA, Inc.
Mailing Address:	369 E. Pioneer Ave. Homer, AK 99603



# 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: MARK ROBL, POLICE CHIEF  
FROM: MELISSA JACOBSEN, DEPUTY CITY CLERK  
DATE: AUGUST 19, 2014  
SUBJECT: LIQUOR LICENSE TRANSFER FOR PATEL'S #2

---

We have been notified by the ABC Board of an application for a Liquor License transfer in the City of Homer for the following:

Type: Package Store  
Lic #: 3472  
DBA Name: Patel's #2  
Premise Address: 4287 Homer Spit Road, Homer, AK  
Owner: MSA, Inc.  
Mailing Address: 369 E. Pioneer Ave. Homer, AK 99603

This matter is scheduled for the September 8, 2014 City Council meeting. Please respond with objections/non-objections to these liquor license renewals by **Wednesday, September 3, 2014**.

Thank you for your assistance.



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive  
Anchorage, Alaska 99501  
Main: 907.269.0350  
Fax: 907.334.2285

June 6, 2014

City of Homer  
Attn: City Clerk  
VIA Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)  
Cc: [jjohnson@ci.homer.ak.us](mailto:jjohnson@ci.homer.ak.us)  
[joanne@borough.kenai.ak.us](mailto:joanne@borough.kenai.ak.us)  
[jblankenship@borough.kenai.ak.us](mailto:jblankenship@borough.kenai.ak.us)  
[kring@borough.kenai.ak.us](mailto:kring@borough.kenai.ak.us)

**MSA, Inc. – Package Store License #3472 DBA Patel’s #2**

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

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

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

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

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



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

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



**Sarah D. Oates**

Records & Licensing Supervisor

sarah.oates@alaska.gov

(907)269-0356

State of Alaska  
Alcoholic Beverage Control Board

Date of Notice: June 6, 2014

Application Type: **NEW** \_\_\_\_\_

**TRANSFER**  
 Ownership  
 Location  
 Name Change

Governing Body: **City of Homer**  
Community Councils: None

License #: 3472  
 License Type: Package Store  
 D.B.A.: Patel's #2  
 Licensee/Applicant: MSA, Inc.  
 Physical Location: 4287 Homer Spit Road #1, Homer, AK 99603  
 Mail Address: 369 E Pioneer Avenue, Homer, AK 99603  
 Telephone #: 907-235-5101  
 EIN: 20-1378187

Corp/LLC Agent:	Address	Phone	Date and State of Incorporation	Good standing?
MSA, Inc.	369 E Pioneer Avenue Homer, AK 99603	907-235-5101	06/22/2004 Alaska	Yes

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

Member/Officer/Director:	DOB	Address	Phone	Shares (%)
Melvyn Strydom President	05/08/1954	61477 Skyline Drive Homer, AK 99603	907-235-9088	100%

If **transfer** application, current license information:

Current D.B.A.: Patel's #2  
 Current Licensee: MSA, Inc.  
 Current Location: 3789 Homer Spit Road, Homer, AK 99603

Additional comments:

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

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

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

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

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 3 AAC 304.145, Local Governing Body Protest.

**Note:** Applications applied for under AS 04.11.400(g), 3 AAC 304.335(a)(3), AS 04.11.090(e), and 3 AAC 304.660(e) must be approved by the governing body.

Sincerely,



**Sarah D. Oates**

Records & Licensing Supervisor  
sarah.oates@alaska.gov  
(907)269-0356

## Transfer Liquor License

License is:       Full Year      OR       Seasonal      List Dates of Operation: OCT - MAR

SECTION A - LICENSE INFORMATION			FEES 11390
License Year: <u>2013/2014</u>	License Type: <u>PACKAGE STORE</u>	Statute Reference Sec. 04.11. <u>180</u>	Filing Fee: \$100.00
License #: <u>3472</u>		Local Governing Body: (City, Borough or Unorganized) <u>CITY OF HOMER</u>	Rest. Desig. Permit Fee: <del>(\$50.00)</del> \$
Name of Applicant (Corp/LLC/LP/LLP/Individual/Partnership): <u>MSA, INC.</u>			Community Council Name(s) & Mailing Address: <u>HOMER CITY COUNCIL 491 E. PIONEER AVE HOMER, AK 99603</u>
Mailing Address: <u>369 E. PIONEER AVE</u>		Doing Business As (Business Name): <u>PATEL'S #2</u>	TOTAL <u>\$100.00</u>
City, State, Zip: <u>HOMER, AK 99603</u>	Street Address or Location of Premises: <u>4287 HOMER SPIT RD. #1 HOMER, AK 99603</u>	Business Telephone Number: <u>907 235-5101</u>	Fax Number: <u>235-6139</u>
Is any shareholder related to the current owner? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "yes" please state the relationship <u>same</u>		Email Address: <u>alaskamsa@gmail.com</u>	
SECTION B - TRANSFER INFORMATION			
<input checked="" type="checkbox"/> Regular Transfer <input type="checkbox"/> Transfer with security interest: Any instrument executed under AS 04.11.670 for purposes of applying AS 04.11.360(4)(b) in a later involuntary transfer, must be filed with this Application. Real or personal property conveyed with this transfer must be described. Provide security interest documents. <input type="checkbox"/> Involuntary Transfer. Attach documents which evidence default under AS 04.11.670.		Name and Mailing Address of <i>CURRENT</i> Licensee: <u>MSA, INC 369 E. Pioneer Ave. Homer, AK 99603</u> Business Name (dba) <i>BEFORE</i> transfer: <u>PATEL'S #2</u> Street Address or Location <i>BEFORE</i> transfer: <u>3789 HOMER SPIT RD HOMER, AK 99603</u>	
SECTION C - PREMISES TO BE LICENSED			
Distance to closest school grounds: <u>3 miles</u>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410    OR <input type="checkbox"/> Local ordinance No.	<input type="checkbox"/> Premises is GREATER than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input type="checkbox"/> Premises is LESS than 50 miles from the boundaries of an incorporated city, borough, or unified municipality. <input checked="" type="checkbox"/> Not applicable	
Distance to closest church: <u>3.5 miles</u>	<i>Distance measured under:</i> <input checked="" type="checkbox"/> AS 04.11.410    OR <input type="checkbox"/> Local ordinance No.		
Premises to be licensed is: <input type="checkbox"/> Proposed building <input checked="" type="checkbox"/> Existing facility <input type="checkbox"/> New building		<input type="checkbox"/> Plans submitted to Fire Marshall (required for new & proposed buildings) <input checked="" type="checkbox"/> Diagram of premises attached	



## Transfer Liquor License

### SECTION D – LICENSEE INFORMATION

1. Does any individual, corporate officer, director, limited liability organization member, manager or partner named in this application have any direct or indirect interest in any other alcoholic beverage business licensed in Alaska or any other state?

Yes  No If Yes, complete the following. Attach additional sheets if necessary.

Name	Name of Business	Type of License	Business Street Address	State	LIC #
↓ ↓ ↓ ↓ ↓	THE GROC SHOP	PACKAGE STORE	369 E. Pioneer	AK	479
	THE RUM LOCKER		276 Olsen Ln #3	AK	2880
	GROG SHOPEASTEND		3125 East End Rd	AK	2301
	PATEL'S		4470 Homer Spit	AK	3176
	Homer Liq Wine		4306 Homer Spit #4	AK	2531

2. Has any individual, corporate officer, director, limited liability organization member, manager or partner named in this application been convicted of a felony, a violation of AS 04, or been convicted as a licensee or manager of licensed premises in another state of the liquor laws of that state?

Yes  No If Yes, attach written explanation.

### SECTION E – OWNERSHIP INFORMATION - CORPORATION

*Corporations, LLCs, LLPs and LPs must be registered with the Dept. of Community and Economic Development.*

Name of Entity (Corporation/LLC/LLP/LP) (or N/A if an Individual ownership):		Telephone Number:	Fax Number:
MSA, INC		235-5101	235-6139
Corporate Mailing Address:	City:	State:	Zip Code:
369 E. Pioneer Ave	Homer	AK	99603
Name, Mailing Address and Telephone Number of Registered Agent:		Date of Incorporation OR Certification with DCED:	State of Incorporation:
SAME		6-22-04	AK

Is the Entity in "Good Standing" with the Alaska Division of Corporations?  Yes  No  
 If no, attach written explanation. Your entity *must* be in compliance with Title 10 of the Alaska Statutes to be a valid liquor licensee.

### Entity Members (Must include President, Secretary, Treasurer, Vice-President, Manager and Shareholder/Member with at least 10%)

Name	Title	%	Home Address & Telephone Number	Work Telephone Number	Date of Birth
MELVYN STRYDOM	PRES.	100	61477 SKYLINE DR HOMER, AK 99603 235-9088	235-5101	5-8-54

## Transfer Liquor License

**NOTE: If you need additional space, please attach a separate sheet.**

### SECTION F – OWNERSHIP INFORMATION – SOLE PROPRIETORSHIP (INDIVIDUAL OWNER & SPOUSE)

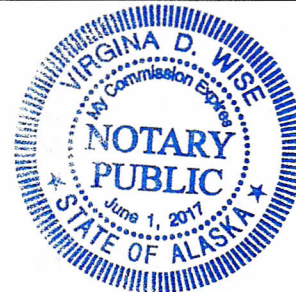
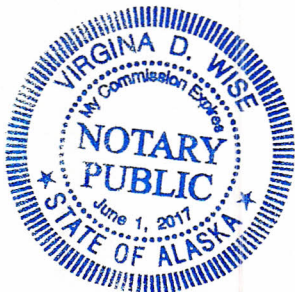
**Individual Licensees/Affiliates** (The ABC Board defines an "Affiliate" as the spouse or significant other of a licensee. Each Affiliate must be listed.)

Name: _____ Address: _____  Home Phone: <b>N/A</b> Work Phone: _____  Name: _____ Address: _____  Home Phone: _____ Work Phone: _____	Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth: _____  Name: _____ Address: _____  Home Phone: _____ Work Phone: _____  Applicant <input type="checkbox"/> Affiliate <input type="checkbox"/>  Date of Birth: _____  Name: _____ Address: _____  Home Phone: _____ Work Phone: _____
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**Declaration**

- I declare under penalty of perjury that I have examined this application, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete, and this application is not in violation of any security interest or other contracted obligations.
- I hereby certify that there have been no changes in officers or stockholders that have not been reported to the Alcoholic Beverage Control Board. The undersigned certifies on behalf of the organized entity, it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued.
- I further certify that I have read and am familiar with Title 4 of the Alaska statutes and its regulations, and that in accordance with AS 04.11.450, no person other than the licensee(s) has any direct or indirect financial interest in the licensed business.
- I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

<b>Signature of Current Licensee(s)</b> Signature: <i>Melvyn Strydom</i> Signature: <i>Melvyn Strydom</i> Name & Title (Please Print): <b>MELVYN STRYDOM, PRESIDENT</b> Subscribed and sworn to before me this <b>28<sup>th</sup></b> day of <b>March 2014</b> . Notary Public in and for the State of Alaska <i>Virginia D. Wise</i> My commission expires: <b>06-01-17</b>	<b>Signature of Transferee(s)</b> Signature: <i>Melvyn Strydom</i> Signature: <i>Melvyn Strydom</i> Name & Title (Please Print): <b>MELVYN STRYDOM, PRESIDENT</b> Subscribed and sworn to before me this <b>28<sup>th</sup></b> day of <b>March 2014</b> . Notary Public in and for the State of Alaska <i>Virginia D. Wise</i> My commission expires: <b>06-01-17</b>
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STATE OF ALASKA  
 ALCOHOL BEVERAGE CONTROL BOARD  
 Licensed Premises Diagram

INSTRUCTIONS: Draw a detailed floor plan of your present or proposed licensed premises on the graph below; show all entrances and exits, and all fixtures such as tables, booths, games, counters, bars, coolers, stages, etc.

DBA: PATEL'S #2

PREMISES LOCATION: 4287 HUNER SPIT RD, HUNER AK 99603

Indicate scale by x after appropriate statement or show length and width of premises.

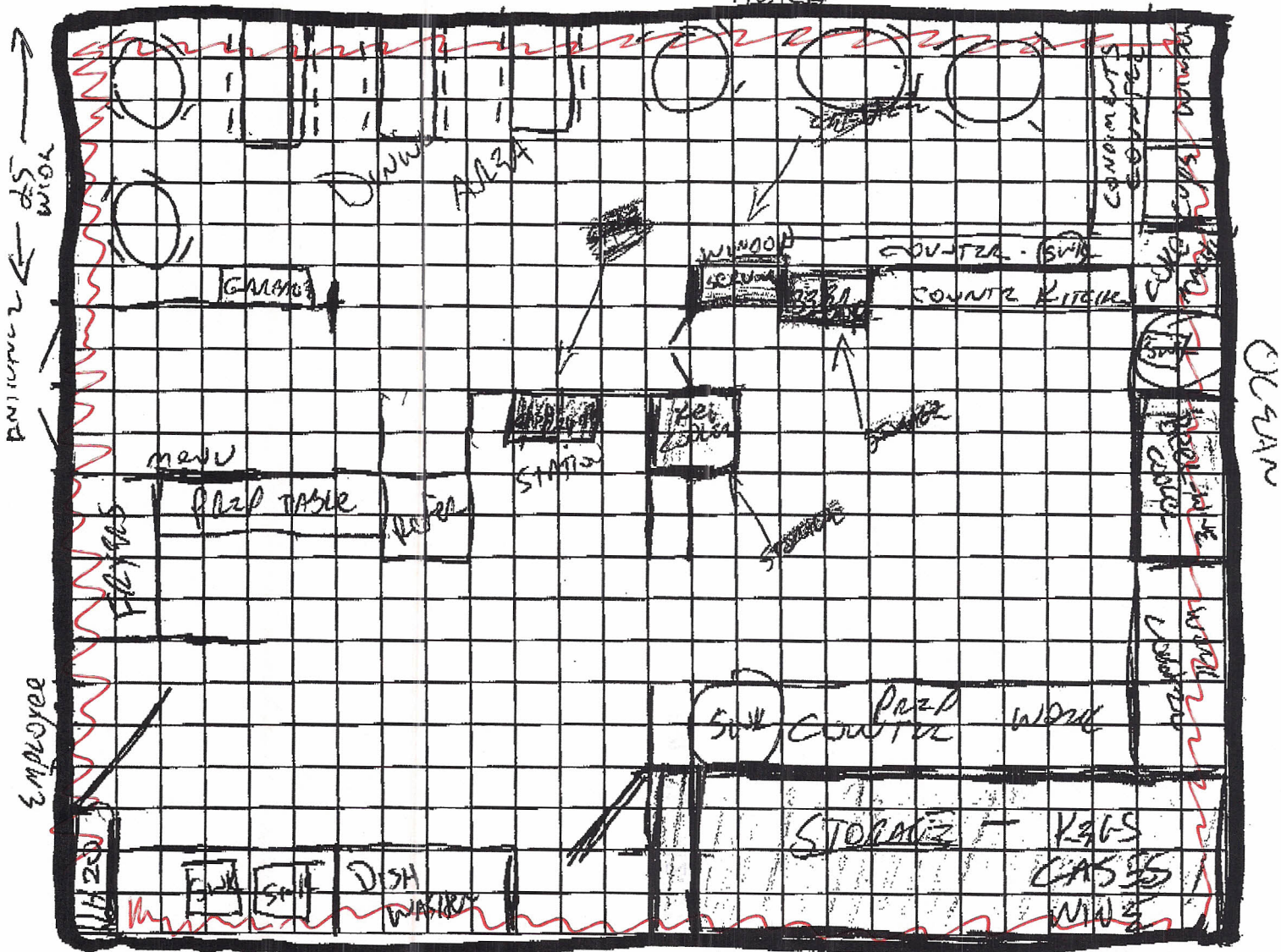
SCALE A: 1 SQ. = 4 FT.

SCALE B: X 1 SQ. = 1 FT.

Length and width of premises in feet: 25 x 26

Outline the area to be designated for sale, service, storage, and consumption of alcoholic beverages in red.

**DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.**





# 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 14-124

TO: MAYOR WYTHE AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: AUGUST 13, 2014

SUBJECT: CONFIRMATION OF ELECTION JUDGES FOR THE REGULAR CITY OF HOMER ELECTION  
OCTOBER 7, 2014

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Pursuant to Homer City Code Sections 4.20.010 and 4.35.010 the Election Judges are approved by City Council and the Canvass Board is confirmed by the City Council. Election Central Judges and Absentee Voting Officials are appointed by the City Clerk and require no approval or confirmation of the City Council.

<b>Homer No. 1</b>	<b>Homer No. 2</b>	<b>Canvass Board</b>
Jane Swain, Chair	Theresa Dubber, Chair	Maryann Lyda
Margaret Lau	Pauline Benson	Alice Krivitsky
Maryann Lyda	Char Jump	
Louise Hall	Alice Krivitsky	

**Recommendation:** Confirm the appointment of the Canvass Board and approve the appointment of the Election Judges for the City of Homer 2014 Regular Election.

Fiscal Note: Polling Place - \$10.00/hr. Chairs, \$9.50/hr. Judges, 12-18 hrs.  
\$12.00/hr. Canvass board 2-4 hours or until done.

Account: 100.0102.5101-5107



**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-45**

An Ordinance of the Homer City Council Amending Homer City Code 21.93.060 Standing – Appeal to Board of Adjustment and 21.93.500 Parties Eligible to Appeal to Board of Adjustment – Notice of Appearance, Providing for the City Planner or Designee to Participate in Appeals to the Board of Adjustment.

Sponsor: City Manager

1. City Council Regular Meeting August 25, 2014 Introduction
  - a. Memorandum 14-123 from City Attorney as backup



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**CITY OF HOMER  
ORDINANCE 14-45**

City Manager

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AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING  
HOMER CITY CODE 21.93.060 STANDING – APPEAL TO BOARD  
OF ADJUSTMENT AND 21.93.500 PARTIES ELIGIBLE TO  
APPEAL TO BOARD OF ADJUSTMENT – NOTICE OF  
APPEARANCE, PROVIDING FOR THE CITY PLANNER OR  
DESIGNEE TO PARTICIPATE IN APPEALS TO THE BOARD OF  
ADJUSTMENT.

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THE CITY OF HOMER ORDAINS:

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Section 1. Homer City Code 21.93.060, Standing – Appeal to Board of Adjustment, is amended to read as follows:

21.93.060 Standing – Appeal to Board of Adjustment. Only the following have standing to appeal an appealable action or determination of the Planning Commission to the Board of Adjustment:

a. Applicant for the action or determination, or the owner of the property that is the subject of the action or determination under appeal.

b. The City Manager, ~~or~~ **the City Planner** or the City Planner's designee, or any governmental official, agency, or unit.

c. Any person who actively and substantively participated in the proceedings before the Commission and is aggrieved by the action or determination.

d. Any person who actively and substantively participated in the proceedings before the Commission and would be aggrieved if the action or determination being appealed were to be reversed on appeal.

Section 2. Homer City Code 21.93.500, Parties eligible to appeal to Board of Adjustment – Notice of appearance, is amended to read as follows:

21.93.500 Parties eligible to appeal to Board of Adjustment – Notice of appearance. a. Only persons who actively and substantively participated in the matter before the Commission and who would be qualified to appeal under HCC 21.93.060 may participate as parties in an appeal from the Commission to the Board of Adjustment.

b. Any person so qualified who desires to participate in the appeal as a party, other than the appellant, the City Planner or the City Planner's designee, the applicant for the action or determination that is the subject of the appeal and the owner of the property that is the subject of the action or determination, must, not less than 14 days before the date set for the appeal hearing, file with the City Clerk a written and signed notice of appearance containing that party's name and address, and proof that the person would be qualified under HCC 21.93.060 to have filed an appeal.



45 Section 3. This Ordinance is of a permanent and general character and shall be  
46 included in the City Code.

47  
48 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of  
49 \_\_\_\_\_, 2014.

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51 CITY OF HOMER

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55 MARY E. WYTHE, MAYOR

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57 ATTEST:  
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61 JO JOHNSON, MMC, CITY CLERK

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64 AYES:  
65 NOES:  
66 ABSTAIN:  
67 ABSENT:

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70 First Reading:  
71 Public Hearing:  
72 Second Reading:  
73 Effective Date:

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76 Reviewed and approved as to form:

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78  
79 \_\_\_\_\_  
80 Walt Wrede, City Manager

\_\_\_\_\_

Thomas F. Klinkner, City Attorney

81  
82 Date: \_\_\_\_\_

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

**MEMORANDUM** 14-123

**TO: MAYOR AND CITY COUNCIL MEMBERS  
CITY OF HOMER**

**FROM: THOMAS F. KLINKNER**

**RE: PARTICIPATION OF CITY PLANNER AND PLANNING DEPARTMENT  
EMPLOYEES IN APPEALS TO BOARD OF ADJUSTMENT**

**FILE NO.: 506,742.563**

**DATE: JULY 30, 2014**

---

In recent appeals from the Homer Advisory Planning Commission ("Commission") to the Board of Adjustment ("Board"), either the City Planner or another Planning Department employee has filed a brief and appeared at the appeal hearing before the Board to provide information to the Board regarding the Commission's decision. I have been asked to draft an amendment to the Homer City Code to sanction this practice. This memorandum accompanies the ordinance that I have prepared for that purpose, and explains the Code amendments in the ordinance.

HCC 21.93.500(a) authorizes the City Planner to participate *as a party* in all appeals to the Board from decisions of the Commission. HCC 21.93.500(a) provides, "Only persons who actively and substantively participated in the matter before the Commission and who would be qualified to appeal under HCC 21.93.060 may participate as parties in an appeal from the Commission to the Board of Adjustment." Under HCC 21.93.500(a), one must meet two qualifications to participate as a party in an appeal from the Commission to the Board: (i) active and substantive participation in the matter before the Commission, and (ii) having standing to appeal under HCC 21.93.060. The City Planner or another Planning Department employee will actively and substantively participate in each matter before the Commission that is subject to appeal to the Board. The City Planner also is designated in HCC 21.93.060(b) as a person who has standing to appeal a decision of the Commission to the Board. Since the City Planner may designate another Planning Department employee to present recommendations to the Commission in a matter that may be appealed to the Board, other Planning Department employees also should be authorized to participate as parties before the Board. Section 1 of the accompanying ordinance amends HCC 21.93.060(b) to make this change.

HCC 21.93.500(b) requires that any person desiring to participate as a party in an appeal to the Board, other than the appellant, the applicant for the action or

determination that is the subject of the appeal and the owner of the property that is the subject of the action or determination, must file an entry of appearance with the City Clerk. Since the City Planner or other Planning Department employee who participates in a matter before the Commission automatically becomes a party to an appeal of the Commission decision to the Board, efficiency would be served by exempting them from this requirement. Section 2 of the accompanying ordinance amends HCC 21.93.500(b) to make this change.

HCC 21.93.090 provides, "No person may **represent a party** to an appeal without filing with the City Clerk written authorization, which shall be signed by the party so represented and provide the name and address of the party's representative" (emphasis added). There has been some confusion regarding whether the City Planner or another Planning Department employee participates in an appeal to the Board in a representative capacity (e.g., as a representative of the City), and therefore is subject to the written authorization requirement in HCC 21.93.090. As the discussion in the preceding paragraphs indicates, the City Planner (or with the proposed Code amendment discussed therein, another Planning Department employee) participates in an appeal to the Board as a party, and not as a representative of a party. Thus, the written authorization requirement in HCC 21.93.090 does not apply to such participation.

TFK/TFK

**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 14-087**

A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE  
CITY COUNCIL OPERATING MANUAL TO INCLUDE CITY CODE  
RECODIFICATION REVISIONS.

WHEREAS, The Homer City Code was recodified in 2013 resulting in the adjustment of  
some provisions from Title 1 to Title 2; and

WHEREAS, Updates to the City Council Operating Manual included the revisions  
necessary with the code recodification process and more corrections and additions needed  
to bring the manual current.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council amends the City  
Council Operating Manual to include City Code recodification revisions and more corrections  
and additions to bring the manual current.

PASSED AND ADOPTED by the Homer City Council this 25<sup>th</sup> day of August, 2014.

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: N/A





# City of Homer

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(p) 907-235-3130

(f) 907-235-3143

## Memorandum 14-126

TO: MAYOR WYTHE AND HOMER CITY COUNCIL

FROM: JO JOHNSON, MMC, CITY CLERK

DATE: AUGUST 18, 2014

SUBJECT: AMENDMENTS TO THE CITY COUNCIL OPERATING MANUAL

---

The recodification of the Homer City Code changed some indexing references in Titles 1 and 2 making it necessary to update the City Council Operating Manual. While making these amendments I found a number of corrections that are needed to bring the manual current.

**Recommendation:** Adopt Resolution 14-087 to amend the City Council Operating Manual to include city code recodification revisions and other corrections.





# **HOMER CITY COUNCIL OPERATING MANUAL**



**August 2014**

## **POLICIES OF THE HOMER CITY COUNCIL**

In 1983 the Homer City Council directed that policy directives be drafted to promote routine handling of various categorical business practices. Personnel policies were amended in accordance with policy directives dealing specifically with personnel matters and are found in the City of Homer Personnel Regulations Manual. The balance of these policies are as follows and will be updated regularly.

### **General Statements**

The City of Homer is a first class general law city incorporated March 31, 1964. Homer has a City Manager form of government.

Mayor and Council are elected officials. ~~The~~ The Mayor is not a member of the Council and may vote only in the case of a tie vote.

The Mayor, of the City of Homer presides over meetings of the City Council, has the power to veto action of the Council (which may be overridden with a 2/3 vote of the Council), **and** acts in an official capacity to the City Clerk.

The City Council is a body of six elected officials empowered by State Statute and Homer City Code to represent the citizenry in decisions on their behalf. Four members of the Council constitute a majority for quorum and voting purposes.

### **Policy Directives**

#### Council Relations with Employees & Department Heads:

"The Council acts as a whole, not as individuals, when interacting with employees regarding City business."

#### Council Relation with City Attorney

"Contact with the Attorney by individual Councilmembers is expected to be judicious, always considering the fiscal impact. Specific information requested from the City Attorney by an individual must be in writing to the City Attorney and copied to each Councilmember. Legal opinions on sensitive, controversial, or potentially costly matters will be brought before the full Council for action and should be in written form whenever possible. "Legal Opinions" are defined as paper products and not intended to include advice/information provided verbally. Legal opinions will be given to all members at the same time it is given to the individual member."

"When more than one solicited legal opinion exists on the same subject, the City Attorney's opinion overrides."

#### Council Conduct - Statement of Mayor and Council on Behalf of the City of Homer

"Statements of the Mayor and Council on behalf of the City are based on consensus and resolve of the Council body and substantiated by official record."

#### Councilmember/Mayor Absences

"Every effort should be made to give advance notice of absences. Absences should be coordinated in order to provide the highest possible attendance at Council Meetings."

#### City Council and Commission and Board Minutes

"It is a general consensus that the official record of proceedings, the minutes of City Council and Commission meetings, will be in the "action" format which state clearly the subject considered and the action. Points made in deliberation shall be reflected only. Individual comments of the Council, Commissions and Board are summarized under "Council Comments", "Commission Comments" or "Board Comments". Statements for the record are prefaced with a directive that the comment "is for the record." Public Comments, Public Testimony on Public Hearing Items and Audience Comments shall reflect the subject of the comment or testimony, whether the commenter/testifier is for or against the subject of his/her comments/testimony and shall reflect, in synopsis format, any historical perspective. (Reso 06-115(A), 08/28/06).

#### CITY COUNCIL AND COMMISSION, BOARD MEETING PUBLIC COMMENT/TESTIMONY AND AUDIENCE COMMENT TIME LIMITS

The meeting chairperson shall note for the audience's benefit that there is a three minute time limit each time there is a place in the agenda for public comment/testimony or audience comments. Any individual wishing to address the City Council or any of its Advisory Bodies shall adhere to a three minute time limit. It is the responsibility of the Chair to announce under Public Comments, Public testimony on public hearing items and Audience Comments that there is a 3 minute time limit. Time limits may be adjusted by the 2 minutes up or down with the concurrence of the body in special circumstances only such as agenda content and public attendance. (Reso 06-115(A), 08/28/06).

#### City Council and Commission, Board Agenda Guidelines

Agenda and Meeting Conduct Guidelines are as illustrated in Section 6.

### City Council Meetings

“It is the policy of the City Council to avoid holding regular or special meetings on State and Federal holidays. It is the custom of the Homer City Council to cancel the second regular meeting in December.

### Mayor Pro Tem

A Mayor Pro Tem shall be elected by the majority of the Homer City Council. The term of the Mayor Pro Tem shall be until the call for election by the Homer City Council of a New Mayor Pro Tem. The Mayor Pro Tem shall, in the absence of the Mayor, act as Mayor of the City of Homer as though they themselves had taken the Oath of Office of Mayor with all duties, responsibilities and powers of the Office of the Mayor of the City of Homer.

By tradition the Council has elected a New Mayor Pro Tem at the same annual meeting when newly elected officials are sworn in. The Mayor Pro Tem, when acting in that capacity, does not lose the privilege or duty to vote as a Councilmember.

### Appointment to Board & Commissions

City Advisory board and commission appointments are made by the Mayor upon confirmation by the Council. Appointment of a City representative on a board, commission, etc., that is not advisory to the City is made by the Council. The Mayor will notify Council of vacancy and appointment at the next regular meeting if not sooner. Data information sheets will be on file in the City Clerk's office for those considered for appointment. The Mayor will submit a list the names of those considered to the City Council. Representation of a wide community cross-section is desirable on the commissions and boards. Replacements for vacancies may be recommended by the appropriate Commission or Board. Economic Development Commissioners are nominated by the Mayor and confirmed by the Council for appointment.

### Orientation of New Councilmembers

"A general orientation to municipal government, Council conduct and expectations will take place in close proximity to being sworn into office." The Mayor is responsible for providing the orientation program.

### Release of Telephone, Mailing Address and Location of City Council and Commissions

"It is the policy of the City of Homer to release all available information on any official unless otherwise directed by the individual official.”

### New Liquor License Applications

"All applications for new liquor licenses will be subject first to a public hearing, duly notified and that issuance of the license may be protested for cause pursuant to AS 4.11.490~~490~~**480**."

### Fiscal Notes

December 10, 1990 via Memorandum 90-239, to begin January 1, 1991 every action item on Council's Agenda is to include both negative and/or positive financial impact. If a fiscal note is not required or not applicable the action item is to be so marked.

### Use of City Letterhead

"Any letter being sent out from the Council, using City letterhead, should first come before the Council."

### Political Endorsement

"The Homer City Council takes no position in the endorsement of any political race." "Since the Mayor is not a member of the voting body and is an elected official, there is nothing to prohibit his using his title to endorse a political candidate."

### Decorum at Meetings

Any person making personal, impertinent, threatening or slanderous remarks or who shall become boisterous while addressing the Council, shall be forthwith, by the presiding officer barred from further audience at the meeting before the Council, unless permission to continue be granted by a majority vote of the Council.

### Lobbying Activities

Pursuant to Resolution 96-10, the City Manager will create and deliver to Councilmembers' and the Mayor's mailboxes an initial list of legislation and issues important to the City.

Each Council member and the Mayor will choose the issue(s) and the bill(s) s/he wishes to be responsible for and will indicate how much time s/he is willing to spend on those items.

Where necessary, City Council will develop formal, written positions on issues to be voted on outside the CIP list.

When working with a contract lobbyist or lobbying on behalf of the City, the Mayor, City Manager and Council will be guided by the above-mentioned process. Toward the end of the



session, when legislation moves quickly, the City Manager, Mayor or Council members responsible for specific issues may draft a position document and send it to the appropriate players. In that case, a hard copy of the transmittal will be distributed to Council, Mayor, and City Manager immediately thereafter in their mailboxes, with a copy placed in Council packets under Announcements/Presentations/Borough and Commission Reports, thereby ensuring public involvement. (Reso 06-54, 05/22/06).

Upon returning from travel on City business, including lobbying trips or other trips made on behalf of the City, the City Manager, Council members and Mayor will file written reports for inclusion in the next Council meeting packet under Announcements/Presentations/Borough and Commission Reports using the attached format. Each entry describing the activity and subject(s) discussed will be followed by a recommendation. In this way, Councilmembers, the Mayor, or the City Manager following up will have a clear direction to follow. (Reso 00-08, **1/10/00**; Reso 06-54, 05/22/06).

Each Councilmember, the Mayor, and City Manager are expected to share his/her lobbying activities with the public in oral and written form under the agenda section marked Announcements/Presentations/Borough and Commission Reports. (Reso 06-54, 05/22/06).

Travel Report Narratives are required for all travel under Announcements/Presentations/Borough and Commission Reports. Finance verifies expenses and prepares check, less advance, (if applicable) after receipt of check request from City Clerk. (Reso 00-08, 01/10/2000; Reso 95-78(A), **10/07/1995**).

### Committee of the Whole

The Committee of the Whole may meet prior to every Regular Council Meeting at ~~4:00 p.m.~~ **5:00 p.m.** to not run past ~~5:30 p.m.~~ **5:50 p.m.**

This is a device to enable the full Council to give detailed consideration to a matter under conditions of freedom approximating those of a committee. The results of any votes taken are not the final action of the Council and are recommendations.

The Mayor shall be the presiding officer.

No text may be altered in any agenda item for Council's Regular meeting; however, amendments may be recommended.

The agenda shall be noticed the same as a Council's Regular meeting. Only those matters on the noticed agenda shall be considered; however, other items not on the Council's Regular meeting agenda may be considered if the agenda item is received by the City Clerk no later than the Wednesday prior to the meeting. "Old business" shall be added to the Committee of

the Whole agenda and shall be those items that are not on Council's Regular Meeting agenda and that were not discussed at the previous Committee of the Whole meeting due to insufficient time. (**Reso 09-116(A), 11/23/09**; Reso 03-118 08/25/03; Reso 01-24, 04/09/01; Reso 01-08(S), 02/26/01).

**PROCEDURES**  
**GENERAL INFORMATION - (HOW TO'S)**

Introduction: Robert's Rules, Homer City Code (HCC) and Alaska State Statues (AS) govern powers and operations of the Council. Title 29 specifically deals with municipalities; however, other State Statutes can affect specific subjects of consideration. The following is a quick reference for Councilmembers confronted with the first exposure as an elected government official.

**ABSENCES** (To be excused from meeting)

HCC ~~1-24-050~~ **2.08.040**(l)(5) By-laws for Council procedure provides that unexcused absences from three consecutive meetings is adequate basis for declaring the seat vacant. Notification of intent to be absent is the primary prerequisite to being excused.

Notification of future absences can be made at any Council meeting under Comments of the Council.

Notification of absence between meetings is accomplished by advising the Mayor, City Clerk or City Manager.

During opening remarks, the Mayor, or designated presiding officers declares the status of any absence for the record.

Councilmembers may state objections to absences either when authorization for an absence is required by a Councilmember or declared excused by the Mayor.

**EXECUTIVE SESSION** - Call for...

State law pertaining to public agency meetings is applied in the absence of specific City Code. AS 44.62.310(c)(1)-(3) state legal reason for executive sessions. The law is as follows:

"The following excepted subjects may be discussed in an executive session:

- (1) Matters, the immediate knowledge of which would clearly have an adverse effect upon the finances of the government unit;
- (2) ~~s~~Subjects that tend to prejudice the reputation and character of any person, provided the person may request a public discussion;

- (3) ~~mat~~Matters which by law, municipal charter, or ordinances are required to be confidential."
- (4) ~~e~~CConfidential records, matters involving consideration of government records, that by law are not subject to public disclosure. HCC ~~1-80-040~~**2.80.030**
- (5) Attorney-client privilege.
- (6) Exemption for adjudicatory deliberations and decision-making.
- (7) Organizational votes.

On the Council's Agenda only the Statute number and section are required to be listed as the reason for Executive Session. The issue to be discussed is to be listed in parenthesis after the reason for executive session.

This section is not applicable to quasi-judicial bodies, i.e. Boards of Adjustment.

A regular or special meeting may be recessed or adjourned to executive session. Future times for executive sessions may be set by motion. A duly constituted, called meeting with a quorum present is required for consideration of an executive session motion. Vote on the motion is taken by roll call.

Any Councilmember, the Mayor or City Manager may place consideration of an executive session on the agenda. When placed before agenda closing, the question is decided by 2/3 vote. Request falls under the By-Law requiring unanimous consent for additions or deletions to the agenda.

During Executive Session:

- (1) Stick to the issue
- (2) No action; limited exceptions
- (3) Decision-making in ad judicatory proceeding

Reconvene in public, make a statement, and take action if necessary. (Reso 03-140, **10/27**~~2003~~; Reso 01-61, **2009/10**/01).

### **CONFLICT OF INTEREST** - When to Express

Council business may present a conflict. It is important to recognize and state the conflict, immediately disqualifying yourself from participation. A conflict of interest is considered to exist when the Councilmember has a substantial financial interest in the matter under consideration. A Councilmember may move to disqualify another member if he does not disqualify himself. It is recognized that from time to time local government officials cannot avoid the circumstance of conflict of interest or appearance thereof. How these possible conflicts are handled is of prime importance to the official and the municipality.

Key Steps are 1) notification of substantial financial interest which then leads to 2) Mayor or Presiding Officer determination of whether financial interest is substantial.

Example: City Council Agenda Item - "Resolution to create an improvement district." A potential conflict may exist, for instance, when a Councilmember owns property in an area for which improvements would increase the value or development potential of the land.

(Notification): Councilmember Landowner states he/she is a property owner in the proposed improvement district for which improvements would increase the value or may occur when the proposed utilities are in place.

(Determination of Substantial Interest and Action): "I own property in this proposed improvement. I, therefore request to be excused from participating in discussion of or voting on this matter."

~~The~~o abstain from voting without giving notice may be a disservice to the other Councilmembers. An abstention counts as a negative vote (Robert's Rules of Order).

Homer City Code 1.18 reads as follows:

1.18.020 Definitions. As used in this chapter and unless otherwise provided or the context otherwise requires, the following terms shall have the meanings set forth in this section:

a. "Applicant" means any person that is applying for an official action by any official, employee, or body of the city including but not limited to:

1.) Any person authorized to act for the applicant,

2.) If the applicant is an organization, any person who has an ownership interest in the organization or serves as an officer, director or manager of the organization.

b. "Body of the city" means the City Council and the boards, commissions, committees and task forces appointed by the City Council or the Mayor.

c. "City manager" means the person who is hired by the City Council to manage the City of Homer.

d. "City official" means a person who holds elective office under the ordinances of the City, or who is a member of a board or commission whose appointment is subject to confirmation by the City Council.

e. "Financial interest" means:

1. an interest currently held by that person or an immediate family member including:

i.) involvement or ownership in a business or,

ii.) property ownership, or a professional or private relationship, that is a source of income, or from which, or as a result of which, a person receives a financial benefit; or

- iii.) an affiliation with an organization in which the person holds a position of management, or is an officer, director, trustee, employee, or the like; or
  - 2. financial interest does not include:
    - i.) affiliation as unpaid volunteer with a legally recognized non-profit organization or,
    - ii.) financial interests of a type which are generally possessed in common with all other citizens or a large class of citizens.
- f. "Gratuity" means a thing having value given voluntarily or beyond lawful obligation.
- g. "Hired consultants and contractors" means a person or organization hired by the city as an independent contractor and not as an employee.
- h. "Immediate family member" means:
  - 1. the spouse of the person;
  - 2. a life partner or person cohabiting with the person;
  - 3. a child, including a stepchild and an adoptive child, of the person;
  - 4. a parent, sibling, or grandparent of the person; and
  - 5. a parent or sibling of the person's spouse.
- i. "Large class of citizens" means a substantially large group of citizens as decided by official decision of the City Council made prior to the official action in question.
  - "Large class of citizens" does not include:
    - a. A single profession, regardless of the number of persons.
    - b. An individual business or organization regardless of the number of citizens it contains.
- j. "Official action" means a recommendation, decision, approval, disapproval, vote, or other similar action, including inaction (when it is the equivalent of decision to take negative action), made while serving in the capacity of city official or city manager, whether such action or inaction is administrative, legislative, quasi-judicial, advisory, or otherwise.
- k. "Organization" means any business, corporation, partnership, firm, company, trust, association, or other entity, whether organized for profit or non-profit.
- l. "Partiality" applies only in quasi-judicial proceedings and means:
  - 1. The ability of a member of the quasi-judicial body to make an impartial decision is actually impaired; or
  - 2. The circumstances are such that reasonable persons would conclude the ability of the member to make an impartial decision is impaired and includes, but is not limited to instances in which:
    - (i) the member has a personal bias or prejudice for or against a party to the proceeding including a party's lawyer;
    - (ii) the member or an immediate family member is a party, material witness to the proceeding or represents a party in the proceeding.
- m. "Person" means a natural person or an organization.
- n. "Political activity" means any act for the purpose of influencing the nomination or election of any person to public office, or for the purpose of influencing the outcome of any

ballot proposition or question. Informing the public about a ballot proposition or question without attempting to influence the outcome of the ballot proposition or question is not political activity.

o. "Subject of the action" means anything under consideration for official action including but not limited to:

1. Appointments to any office or position of employment,
2. Any contract, project, property, or transaction subject to the action,
3. A platting, vacation or subdivision action,
4. An application for or other consideration of a license, permit, appeal, approval, exception, variance, or other entitlement,
5. A rezoning, and
6. Appeals and quasi-judicial proceedings.

p. "Substantial financial interest" means a financial interest that would result in a pecuniary gain or loss exceeding \$1000 in a single transaction or more than \$5000 in the aggregate in 12 consecutive months. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.025 Scope and Duration.

a. Except as otherwise provided in this chapter, this chapter applies to the conduct of city officials and the City Manager.

b. Enforcement proceedings may be commenced and continue to completion after a person is no longer a city official or City Manager for conduct that occurred during the time the person was serving or engaged in such a capacity for the city. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.030 Standards and Prohibited Acts.

a. City officials, the City Manager, and City hired consultants and contractors, while acting in such capacity, shall not knowingly make false statements to influence official action.

b. Official Action. No City official or the City Manager shall participate in any official action in which

1. the person is the applicant, a party or has a substantial financial interest in the subject of the official action.

2. within a period of one year after the action the person will have a substantial financial interest in the subject of the official action.

3. the person resides or owns land within a three-hundred foot periphery of any property that is the subject of any action.

4. the person does or will recognize a substantial financial interest as a result of the action.

5. Exceptions:

i.) This subsection does not prohibit a person from acquiring a substantial financial interest in the subject of the action after the longer of twelve months after the official action is approved, or twelve months after the person's term or employment ends.

ii.) This section does not prohibit any gain or loss that would generally be in common with all other citizens or a large class of citizens.

iii.) This section does not prohibit any gain or loss that would generally be in common with other property owners on property that is further than three hundred feet from the periphery of any property that is the subject of an action.

c. City officials and the City Manager acting in the course of their official duties are allowed to participate in official actions on behalf of the city or when the city itself is the applicant or subject of the action.

d. Undue Influence. No city official or the City Manager shall attempt to influence the city's selection of any bid or proposal, or the city's conduct of business, in which the city official or the City Manager has a substantial financial interest. This subsection does not prohibit a city official or the City Manager from being an applicant while holding city office or city position, if the person takes no official action concerning his or her own application. A city official or city manager may give testimony and make appearances before city bodies on his or her own behalf.

e. Participation in Appointments. No city official shall participate in, vote on, or attempt to influence the selection of an appointee to any board, commission or committee (i) having authority to take official action on any pending matter or application in which that official has a substantial financial interest or (ii) if that official has a substantial financial interest with a nominee for the appointment.

f. No official shall participate in, vote on, or attempt to influence the selection of an appointee to the Homer Advisory Planning Commission if that official has, or could reasonably be expected to have within one year after the date of the appointment:

1. a rezoning, quasi-judicial or platting action pending before the commission, or
2. an application that would require approval by a quasi-judicial or platting action of the commission. In the case of the reappointment of an incumbent to another term, the prohibition above also applies to an official who had such a matter pending before the Homer Advisory Planning Commission within one year before the date of the reappointment. The Board of Ethics may, upon written request, grant an exception to this one year period when it determines the public interest does not require continuing enforcement of the prohibition.

g. Use of Office for Personal Gain. No city official or the City Manager shall seek office or position or use their office or position for the purpose of obtaining anything of value for himself, an immediate family member or a business that he owns or in which he holds an interest, or for the purpose of influencing any matter in which he has a financial interest. This subsection does not prohibit the receipt of authorized remuneration for the office or position.

h. Inappropriate Use of Office Title or Authority. No city official or the City Manager shall use the implied authority of office or position for the purposes of unduly influencing the decisions of others, or promoting a personal interest within the community. City Officials and the City Manager will refrain from using their title except when duly representing the city in an authorized capacity. Unless duly appointed by the Mayor or Council to represent the



interests of the full council, councilmembers shall refrain from implying their representation of the whole by the use of their title.

i. Representing Private Interests. No city official shall, for compensation, represent or assist those representing private business or personal interests before the city council, administration, or any city board, commission or agency. Nothing herein shall prevent an official from making verbal or written inquiries on behalf of constituents or the general public to elements of city government or from requesting explanations or additional information on behalf of such constituents. No official may solicit or accept a benefit or anything of value from any person for having performed this service.

j. Confidential Information. No city official or the City Manger may disclose information he or she knows to be confidential concerning employees of the city, city property, city government, or other city affairs, including but not limited to confidential information disclosed during an executive session, unless authorized or required by law to do so.

k. Outside Activities. A city official or the City Manager may not engage in business or accept employment with, or render services for, a person other than the city or hold any office or position where that activity, office, or position is incompatible with the proper discharge of the official's or City Manager's city duties or would tend to impair the official's or the City Manager's independence of judgment in performing city duties. This prohibition shall include but not be limited to the following activities:

1. A person who holds an appointed city office on a board or commission shall not be eligible for employment with the city in the department related to the board or commission during the official's term of office and until one year has elapsed following the period of service. An exception may be made on a case-by-case basis with the express authorization of the city council.

2. A person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment with the city during the official's period of service and until one year has elapsed following the period of service. An exception may be made on a case-by-case basis with the express authorization of the city council.

l. Gratuities. No city official or the City Manager shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city. No city official or the City Manger shall give a gratuity to another city official for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official. This subsection does not prohibit accepting:

1. A meal of reasonable value;
2. Discounts or prizes that are generally available to the public or large sections thereof;
3. Gifts presented by an employer to its employees in recognition of meritorious service, or civic or public awards;
4. A lawful campaign contribution made to a candidate for public office;
5. An occasional non-pecuniary gift insignificant in value;
6. Any gift which would have been offered or given to him if he were not a city official or the City Manager.

m. Use of City Property. No city official, the City Manager, or City hired consultant or contractor may use, request or permit the use of city vehicles, equipment, materials or property for any non-city purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council. This subsection does not prohibit de minimis personal use.

n. Political Activities, Limitations of Individuals. A city official may not take an active part in a political campaign or other political activity when on duty. Nothing herein shall be construed as preventing such officials from exercising their voting franchise, contributing to a campaign or candidate of their choice, or expressing their political views when not on duty or otherwise conspicuously representing the city.

o. Influencing another city official's vote. A city official may not attempt to influence another city official's vote or position on a particular item through contact with the city official's employer or by threatening financial harm to another city official.

p. City officials or the City Manager shall not participate in public testimony before any city body in any matter in which they have a substantial financial interest unless

1.) they or the city are the applicant, or

2.) they fully and publicly disclose the nature of their interest in the subject of the action. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.040 Business dealings with city.

a. Not less than ten days before the date when official action may be taken by the council or by any officer, the City Manager, commission or other agency of the city upon business dealings between the city and a city official or an organization in which the city official has a substantial financial interest, the city official shall file a statement with the city clerk. The statement shall set forth the nature of such business dealings and the city official's interest therein. This statement is only required when the person receives a beneficial substantial financial interest. If all other provisions of this chapter are complied with, the statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing. However, if an official has violated any of the provisions of this chapter, he shall be precluded from engaging in business with the city on that particular matter for one year.

b. Upon taking office or upon subsequently acquiring the interest, an official shall, within ten days, file with the city clerk a statement disclosing any substantial financial interests of the official or the City Manager in any existing business with the city, including those of any organization in which the official or the City Manager has a substantial financial interest.

c. The City Manager shall not engage in business with the city outside the duties of City Manager. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.043 Public Disclosure.

a. Each city official and City Manager must annually file a Financial Interest Disclosure Statement using forms substantially the same as the following selected schedules from the Alaska Public Offices Commission Public Official Financial Disclosure Statement: Schedules B

(business interests), C (real property interests / rent to own), E (the portion relating to natural resource leases only), F (government contracts and leases) and G (close economic associations). The City Clerk shall provide the forms to each city official. The City Clerk may make such alterations to the forms as may be necessary.

b. The Financial Interest Disclosure Statement must be filed by November 1 each year. A newly appointed official must file a statement within 30 days after taking office. Each candidate for elected city office must file a disclosure statement at the time he or she files a declaration of candidacy, except an incumbent seeking reelection with a current disclosure statement on file. Refusal or failure of a candidate to file the required disclosure statement before the end of the time period for filing declarations of candidacy shall require that the candidate's declaration of candidacy be rejected and the candidate disqualified.

c. The disclosure statement must be true, correct and complete and shall be signed under oath or affirmation, or certified to be true under penalty of perjury. Not filing a statement within the stipulated period is a violation of this chapter.

d. The disclosure statement shall be filed with the city clerk and shall be open to public inspection and copying at the office of the city clerk. The disclosure statement will not be sent to the Alaska Public Offices Commission. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.045 Procedure for declaring potential conflict of interest-city officials.

a. A city official who has or may have a substantial financial interest in an official action shall disclose the facts concerning that interest to the body of the city of which the official is a member prior to the body taking any official action. Any member of the body may raise a question concerning another member's financial interests, in which case the member in question shall disclose relevant facts concerning the official's financial interests in the subject of the action.

b. If the official is a city council member, the mayor, or the mayor pro tem in the absence of the mayor, shall rule on whether the council member must be excused from participation or must vote. The ruling may be immediately overridden by a majority vote of the city council. There is no appeal from the action or inaction of the city council to override or not override the ruling of the mayor.

c. If the official is not a city council member, the official may excuse themselves without a vote for conflict of interest, otherwise the board, commission, or other body of which the official is a member shall by majority vote rule on whether the member must be excused from participation, which must be the ruling when the body determines the official has a substantial financial interest in the official action. There is no appeal from the ruling of the body.

d. The official shall abide by the ruling. If the official is not a city council member, the ruling applies (without the need for further disclosures and rulings) to all subsequent occasions on which the same official action comes before the same body, unless there has been a material change of circumstances. On each such subsequent occasion, the presiding officer shall note for the minutes that the ruling previously made continues in effect.

e. An official who is ruled to be excused from participation shall leave the official table and not vote, debate, testify, or otherwise take part in the official action, except an official who is an applicant may testify on his or her own behalf from the public testimony area.

f. Rule of necessity; Exceptions to a ruling excusing a member from participation shall be made in cases where

(1) by reason of being excused for conflicts of interest the number of members of the council or other body eligible to vote is reduced to less than the minimum number required to approve the official action,

(2) no other body of the city has jurisdiction and authority to take the official action on the matter, and

(3) the official action cannot be set aside to a later date, within a reasonable time, when the body could obtain the minimum number of members to take action who are not excused for conflicts of interest.

When the body determines this exception applies, then all members, except the applicant when the applicant is a member of the body, shall participate in the official action. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.047 Procedure for declaring potential conflicts of interest – City Manager.

The City Manager who has or may have a substantial financial interest in an official action shall disclose the facts concerning the manager's financial interests to the City Council prior to taking any official action. If the City Council determines the manager has a substantial financial interest in the action, the City Council shall excuse the manager and assign another city employee to the matter. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.048 Procedure for declaring and ruling on partiality in quasi-judicial matters.

a. A city official or the City Manger who has partiality concerning a quasi-judicial matter shall not advise on matter, adjudicate the matter or serve as a member of a body adjudicating the matter.

b. A city official who is a member of a quasi-judicial body and who has or may have partiality concerning a matter to be adjudicated shall disclose the facts concerning the official's possible partiality to the body to the parties to the matter prior to the commencement of proceedings by the body. Any member of the body, and any party to a matter before the body, may raise a question concerning a member's partiality, in which case the member in question shall disclose facts concerning the official's possible partiality in the matter.

c. After such disclosure, the city official may excuse themselves for partiality without a vote of the body, otherwise the body (including a body comprised of city council members when serving in a quasi-judicial capacity) shall by majority vote, rule on whether the member must be excused from participation, which must be the ruling when the body determines the official has partiality concerning the matter.

d. Rule of necessity; Exceptions to a ruling excusing a member from participation shall be made in cases where

(1) by reason of being excused for partiality the number of members of the council or other body eligible to vote is reduced to less than the minimum number required to approve the official action,

(2) no other body of the city has jurisdiction and authority to take the official action on the matter, and

(3) the official action cannot be set aside to a later date, within a reasonable time, when the body could obtain the minimum number of members to take action who are not excused for partiality.

When the body determines this exception applies, then all members, except the applicant when the applicant is a member of the body, shall participate in the official action.

e. The City Manger who has or may have partiality concerning a quasi-judicial matter over which the manager has decision-making authority shall either (i) appoint another city employee to make the decision or (ii) disclose the facts concerning the possible partiality to the City Council and to the parties to the matter prior to taking any official action . If referred to the City Council and the City Council determines the manager has partiality concerning the matter, the City Council shall excuse the Manager and cause another city employee to be assigned to decide the matter. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.050 Procedures for violation reporting.

a. Any person who believes that a violation of any portion of this chapter has occurred may file a written complaint of potential violation with the city clerk's office.

b. All written complaints of potential violation submitted under this chapter shall be signed by the person submitting the complaint. A written complaint of potential violation shall state the address and telephone number of the person filing the complaint, identify the respondent, affirm to the best of the person's knowledge and belief the facts alleged in the complaint of potential violation signed by the person are true. The person filing the complaint of potential violation shall identify the section of this chapter the person believes was violated, state why the person signing the complaint of potential violation believes the facts alleged constitute a violation of that section, and identify any documentary or testimonial evidence the person filing the complaint believes are in support of the notification of potential violation.

c. Written complaints of potential violations filed with the City Clerk's office shall be forwarded to the Board of Ethics under Chapter 1.79. The Board of Ethics has sole jurisdiction to decide the merits of the complaint filed under this chapter. (Ord 08-24(S-2)(A) §1, 2008).

#### 1.18.060 Advisory opinions.

a. Where any city official or the City Manager has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein,

he may apply in writing to the city attorney for an advisory opinion. The city official or City Manager shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made. The request must clearly state it is a request for an advisory opinion under this section of the ethics code.

b. Such opinion, until amended or revoked, shall be binding on the city in any subsequent actions concerning the public official who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. An advisory opinion shall be applicable and binding only to the particular set of facts and instances of conduct for which it was requested and shall have no force or effect for purposes of general application. Such opinion shall not be binding or admissible in evidence in any action initiated by any private citizen. (Ord 08-24(S-2)(A) §1, 2008).

1.18.070 Violation and penalty. Any official who violates any of the provisions of this chapter shall be guilty of a violation subject to punishment pursuant to HCC 1.16. (Ord 08-24(S-2)(A) §1, 2008).

1.18.090 Distribution of Code. The city clerk shall cause a copy of this chapter to be distributed to each city official elected or appointed before entering upon the duties of his office and to the City Manager upon employment. (Ord 08-24(S-2)(A) §1, 2008).

1.18.100 Application of state statutes.

a. Nothing in this chapter is intended to curtail, modify, or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

b. All municipal officers as defined by Alaska Statutes Chapter 39.50 are exempt from the provisions of AS 39.50 relating to conflicts of interest or financial disclosures. (Ord 08-24(S-2)(A) §1, 2008).

## **STANDARD OPERATING PROCEDURE - Motions**

Liquor Licenses - Application for new, renewal, or transfer of the liquor licenses within the City are reviewed by the Council. The Alcoholic Beverage Control Board allows municipalities the opportunity to protest all such applications before their final consideration and disposition. Status of taxes is checked with the Borough and comment is solicited from the Homer Department of Public Safety by the City Clerk's Office as standard course of action. Any negative reports are stated in informational memoranda about the liquor license. Liquor license applicants are notified of the report given to Council.

Liquor Licenses are normally placed on the consent agenda, and can be removed for discussion by any Councilmember. The memoranda from the Clerk will clearly state a recommendation to "approve", "object" or "voice no objection" to the action on the license.

Games of Chance and Skill Permit - These permits are not transferable, so applications are either new or for a renewal. Alaska Department of Revenue issues the permit. All permits requiring acknowledgment of proof of filing shall be executed upon receipt by the City Clerk's Office, with a Report Memorandum from the Clerk's Office through the City Manager under the City Manager's Report. All permits requiring approval by the local government unit, shall not be executed by the City Clerk until Council has taken action, generally via Consent Agenda at a Regular Meeting. The memoranda from the Clerk will clearly state a recommendation to "approve", "object" or "voice non objection". A simple motion for approval or non objection of the permit advances the application to the State for issuance. Protest is limited to the lack of qualification of the applicant. (Reso 96-110, **12/16/96**)

Vacations of Right-of-Way - AS ~~29.33.220~~ **29.40.070** governs dedication of right-of-way; vacation thereof. The Council is allowed thirty days following the decision of the platting board to veto that decision. No action on the agenda item constitutes approval. To disapprove, the motion must be to "veto the vacation". This item is generally placed on the Consent Agenda.

**STATEMENTS/COMMENTS FOR THE RECORD:** Certain statements for the record are SOP; 1) Councilmember qualifying potential conflict, Council." For other statements to be included remarks are prefaced by the directive "For the Record...."

**APPEALS, COUNCIL AS BOARD OF ADJUSTMENT;** Occasionally, the City Council convenes as a Board of Adjustment on appeals from the Planning Commission. HCC 21.91 outlines requirements and board procedures. Essentially, the Council becomes a quasi-judicial body when hearing appeals. Discussion of appeals' subject matter with circumstance. Evidence and testimony should be weighted on its own merit and only as it is presented in written or oral form. No effort should be made to discuss the matter with staff or the parties involved.

## **TELECONFERENCE PROCEDURES**

Teleconference participation in meetings.

a. Sections ~~1.24.100~~ **2.08.100** through ~~1.24.120~~ **2.08.120** govern the telephonic participation of the Mayor and members of the Council at all meetings of the City Council, including all other bodies that are comprised of the Mayor and members of the Council, such as, but not limited to, the Board of Adjustment and an ethics board.

b. The preferred procedure for City Council meetings is that the Mayor and all Council members should be physically present at the designated time and location within the City for the meeting. However, physical presence may be waived and the Mayor and any member(s) may participate in a Council meeting by teleconference, subject to the procedures and limitations provided in sections ~~1.24.100~~ **2.08.100** - ~~1.24.120~~ **2.08.120**.

c. A person participating by teleconference shall, while actually on the teleconference, be deemed to be present at the meeting for all purposes. The person shall



make every effort to participate in the entire meeting.

d. If the Mayor participates telephonically the Mayor Pro Tem, or the senior Council member in the Mayor Pro Tem's absence, shall preside over and perform all functions of the Mayor at the meeting.

e. "Teleconferencing" means a means used for remote participation by an official for a meeting of the city council which must enable the remote official for the duration of the meeting, to clearly hear the mayor, all councilmembers, the city clerk and public testimony and to be clearly heard by the mayor, all councilmembers, the city clerk and the public in attendance. (Ord 07-45(A)(S)§1, 2007).

#### Teleconference procedures.

a. A Mayor or Council member who cannot be physically present for a regularly scheduled Council meeting shall notify the City Clerk at least five days prior to the scheduled time for the meeting of his or her request to participate in the meeting by telephonic means of communication.

b. Three days prior to the scheduled time for the Council meeting, the City Clerk shall notify the Mayor and Council of the person's request to participate by teleconference.

c. At the commencement of the Council meeting a telephonic connection will be established with the person or persons intending to participate telephonically. After a telephonic connection is established the Mayor shall call for a vote of the council on whether the person(s) may or may not participate by telephone. Prior to the vote, the Mayor or Council members may make such inquiries as necessary to make a decision. Only the council members physically present may vote on the question. The Council's determination is final and not subject to veto or appeal. If a person participates in the meeting telephonically without a ruling from the Council, it shall be deemed to be with the approval of such participation by the Council, and all actions taken by the Council with the participation of all such persons are valid.

d. Sections a. and b. of this section do not apply to special meetings or emergency meetings of the City Council called under §§ 1.14.030 and 1.14.050 of the Homer City Code. A Council member or Mayor who requests to participate in a special or emergency meeting of the City Council must notify the City Clerk before the time scheduled for the start of the meeting. The Clerk will notify the Mayor and Council no later than the commencement of the meeting. After a telephonic connection is established with the person or persons requesting to participate telephonically, a ruling shall be made on the person's participation in the meeting as provided in subsection c. of this section.

e. The means used for a teleconference meeting of the City Council must enable each member appearing telephonically to clearly hear the Mayor, all other Council members, and public testimony at the meeting as well as be clearly heard by all other Council members and members of the public in attendance.

f. The City Clerk shall note in the journal of the proceedings of the City Council all members appearing telephonically.

g. To the extent practicable, materials to be considered by the council shall be made

available to those attending by teleconference. (Ord 07-45(A)(S)§2, 2007).

Teleconference – limitations.

a. All Council members and the Mayor should make all reasonable effort to be physically present for every meeting. Teleconference procedures may not be used as a regular means of attendance at meetings.

b. Participation by teleconference may be denied whenever the physical presence of the individual is considered essential to effective participation in the meeting or to the proper conduct of the business to be addressed at the meeting.

c. If teleconference is denied the individual will be listed as absent.

d. Each Council member and the Mayor may attend a maximum of three City Council meetings by teleconference during the 12 month period commencing November 1 each year.

e. Each Council member and the Mayor may attend additional teleconferences as a special exception if expressly approved for good cause in each instance by a vote of the Council. Good cause may include, but is not limited to absence required for extended medical care needed for the individual or the individual's immediate family.

f. No Council member or the Mayor shall attend by telephonic means:

1. an executive session of the City Council.

2. a hearing on an ethics charge under Chapter 1.18. (Ord 07-45(A)(S)§3, 2007; Ord 08-31(S) §1, 2008).

**HOMER CITY COUNCIL**  
**BYLAWS**

~~1.24.040~~ **2.08.040** By-laws for Council procedure. The Original By laws were passed by resolution of the Common Council on the thirty-first day of March, 1964. The present bylaws were codified and have been revised through Ordinances 90-22, 91-12, 92-28(S) and 96-7(S)(A); and shall be in effect and govern the procedures of the Common Council of the City:

- a. To abide by existing **Alaska State Law** pertaining to cities of the first class;
- b. To abide by the current edition of "**Robert's Rules of Order**," insofar as this treatise is consistent with these by-laws, other provisions of the Homer City Code, or written standing rules adopted by the City Council. In all other cases, the by-laws, the Code or the standing rule shall prevail;
- c. The Council's agenda format specified in the City of Homer City Council Operating Manual, as the same may be amended from time to time, is incorporated herein by reference.
  1. The manual may be revised with Council approval;
  2. A copy of the manual shall be available to the public during regular business hours at the Homer City Hall and be available during City Council Meetings.
- d. Regular Meetings:
  1. Second and fourth Mondays of each month at seven p.m.,
  2. Agenda to each Councilman thirty-six hours prior to meeting, by City Clerk,
  3. Adding items to or removing items from the agenda will be by unanimous consent of the Council;
- e. Special Meetings:
  1. Called by Mayor or majority of the Council,
  2. If a majority of members are given at least thirty-six hours oral or written notice and reasonable efforts are made to notify all members, a special meeting may be held at the call of the presiding officer or at least one-third of the members;
  3. Agenda shall be as per subsection (c);
  4. Public notice of a special meeting shall be made as provided in chapter 1.14.
- f. Emergency Meetings:
  1. By unanimous consent of quorum,
  2. Required justifiable reason,
  3. Informal agenda--Limited to emergency;
  4. Public notice shall be made as provided in chapter 1.14.
- g. Teleconference meetings.
  1. By determination of the Council, pursuant to chapter ~~1.14~~**2.08**.
- h. Quorum; Voting:

Four Council persons shall constitute a quorum. Four affirmative votes are required for the passage of an ordinance, resolution, or motion. A member of the Council acting as Mayor Pro Tem shall not lose his or her vote as the result of serving in such office. The Mayor is not a Council member and may vote only in case of a tie. The final vote on each

ordinance, resolution or substantive motion may be a roll call vote or may be done in accordance with ~~1.24.040(k)~~ **2.08.040(h)**;

i. Motions to Reconsider:

A member of the Council who voted with the prevailing side on any issue may move to reconsider the Council's action at the same meeting or at the next regular meeting of the body. Notice of reconsideration shall be given to the Mayor or City Clerk within forty-eight hours from the time the original action was taken;

j. Abstentions:

All Council persons present shall vote unless abstention is required by law (AS 29.20.160(d));

k. Consensus:

The Council may, from time to time express it's opinion or preference concerning a subject brought before it for consideration. The statement, representing the will of the body and a meeting of the minds of the members, may be given by the presiding officer as the consensus of the body as to that subject without taking a motion and roll call vote;

l. Vacancies:

An elected municipal office is vacated under the following conditions and upon the declaration of vacancy by the Council. The Council shall declare an elective office vacant when the person elected:

1. Fails to qualify or take office within thirty days after his election or appointment,
2. Resigns and his resignation is accepted,
3. Is physically or mentally unable to perform the duties of his office as determined by two-thirds vote of the Council;
4. Is convicted of a felony or misdemeanor described in AS 15.56 and two-thirds of the members of the Council concur in expelling the person elected;
5. Misses three consecutive regular meetings unless excused, or
6. Is convicted of a felony or of an offense involving a violation of the oath of office.
7. Is convicted of a violation of AS 15.13 concerning Alaska Public Offices Commission reporting requirements;
8. No longer physically resides in the municipality and the City Council by two-thirds vote declares the seat vacant; and
9. Is physically absent from the municipality for ninety consecutive days unless excused by the City Council.

m. Salaries of Elected Officials:

The Council may fix by ordinance the salaries of elected officials. The Councilmembers will receive a ~~\$100.00~~ **\$50.00** non wage stipend per month during their term of office as a reimbursement for expenses and the Mayor at ~~\$150.00~~ **\$75.00** per month. The City shall not spend any funds for elected officials' membership in the Public Employees Retirement System. An elected official may not receive any other compensation for service to the municipality unless specifically authorized to do so by ordinance. Per diem payments or

reimbursements for expenses are not compensation under this section.

n. Any person making personal, impertinent, threatening or slanderous remarks or who shall become boisterous while addressing the Council, shall be forthwith, by the presiding officer barred from further audience at the meeting before the Council, unless permission to continue be granted by a majority vote of the Council. (**Ord. 10-51(A), 2011**; Ord. 10-45, 2010; **Ord. 09-54, 2009; Ord 07-45(A)(S), 2007**; Ord 05-58(S)(A), 2005; Ord 03-48(A), 2003; Ord 01-30, 2001; Ord 99-17(A) section 2, 1999; ~~Reso 99-86 section 2., 9/27/99~~; Ord 96-07(S)(A) section 1 part, 1996; **Ord 95-16(S), 1995**; Ord 92-28(S), 1992; Ord 91-12, 1991; Ord 90-22, 1990; **Code 1981 §1.24.040**).

## **CITY COUNCIL AGENDA & MEETING CONDUCT GUIDELINES**

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

HCC ~~1.24.050(h)~~ **2.08.040(h)** (Bylaws)  
Four council members (quorum) is required.

Pledge of Allegiance will be said for all Regular and Special Meetings.

### **2. APPROVAL OF THE AGENDA**

The agenda closes at 11:00 a.m., Wednesday before the Council meeting. HCC ~~1.24.040(d)(3)~~ **2.08.040(d)(3)** requires unanimous consent of the Council to add (or remove) business items from the agenda. Tentative agenda items, type of enactment and subject only, need to be to the City Clerk by Thursday of the week proceeding Council packet week. The final packet ready document(s) need to be to the City Clerk as soon as possible prior to 11:00 a.m. on the Wednesday for packet review. Any late agenda item not meeting the tentative agenda deadline and/or not meeting the packet deadline shall be discussed with the Mayor by the submitter if a Councilmember. All other late items, unless of an immediate nature, shall be placed on the next tentative agenda. (Reso 03-84, 2003; Reso 03-81, 2003).

### **3. PUBLIC COMMENTS REGARDING ITEMS ALREADY ON THE AGENDA**

No prior arrangement is required. The public may have unrestricted access to the City Council for comments regarding matters already on the agenda with the exception of matters listed under Public Hearings or questions on presentations given under Visitors section of the agenda; these should be held

until Comments of the Audience. Those giving testimony are requested to preface remarks with their name & address for the record. The Mayor will provide time limitations on presentations based on the volume of business before the Council. No official action will be taken by the Council under this business item. Any comments regarding Board of Adjustment hearings must be on procedure only. No comments that contain any argument or new evidence are acceptable and are subject to being cut short by the Mayor and/or Council.

#### 4. **RECONSIDERATION**

When a Councilmember has issued notice of reconsideration on an item, the reconsideration is acted upon at this point in the meeting. The Item to be reconsidered is placed under Pending Business, Ordinances or Resolutions - depending on the item.

#### 5. **CONSENT AGENDA**

The following business items are appropriate for the consent agenda. These items are acted upon by one motion for approval of the Consent Agenda. If discussion is requested on an item that item may be removed from the Consent Agenda and placed on the Regular Agenda.

- 1) Minutes approval
- 2) Liquor license renewals and transfers
- 3) Any gaming permit requiring approval of the local government unit.
- 4) Confirmation of Commission & Board Appointments
- 5) Resolutions (of a general nature required for normal business operations of the City)
- 6) Requests to hold Executive Session. (Executive Session will typically be conducted at the end of business, just prior to Audience Comments, unless the Mayor calls for the Executive Session to be held at another point in the agenda.) (Reso 03-140, 10/27/03).
- 7) Change Orders
- 8) Travel Authorization (Reso 00-08, 1/10/00).
- 9) Ordinance introduction and first reading and setting the public hearing date and second reading date. (Reso 00-82, 8/28/00).

The Mayor or any Councilmember, whether a/the sponsor or not, may remove an item and place that item on the Regular Agenda during the Tentative Agenda period and up until the printing and distribution of the packet. The City Clerk shall notify the sponsor(s) of said change. The Mayor and Council shall have agendas with blank lines under Consent Agenda, Ordinances, New

Business and Resolutions for the purposes of keeping track of changes to the Consent Agenda, Ordinances, New Business and Resolutions.

This format shall be utilized as much as it reasonable for the Standing Committees, Committees, Task Forces and the like. (Reso 06-132, 09/25/06).

6. **VISITOR(S)**

These requests must be approved by the City Manager or Mayor. To be placed in the visitors category, an outline, letter, or other descriptive material must be provided (timely) for distribution in the City Council Packet. Official action of the City Council is not taken under this agenda item. NO questions from the audience will be taken until "Comments of the Audience"

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

Announcements are made from the council table (Council Members, Mayor or City Manager). The Chair may be provided written information in advance of the meeting to announce for non-Councilmembers, at the Chair's discretion. Borough or Advisory Commission reports may also be presented at this time. No action by Council will be made here, although the Council may request a matter brought to their attention in a report be placed on an agenda for a future meeting. Travel Narrative Reports. (Reso 00-08, 1/10/00).

8. **PUBLIC HEARINGS**

This agenda item is intended to provide for formal hearing testimony regarding ordinances, resolutions, or as directed by the Chair or majority of City Council. Those giving testimony are requested to preface remarks with their name and address for the record.

Public Hearing testimony may be time limited by the Chair. Council may make inquiries of those giving testimony. After the public has finished testifying the City Council may take final action, including amendments, on an Ordinance, provided that the public has been notified that such action may occur at this time and shall follow the other procedures as outlined under Item 9. (Reso 01-36, 06/11/2001; Ord 01-18, 06/12/012002).

9. **ORDINANCES**

For first and subsequent readings including the final reading of ordinances,



and all formal votes on motions of amendment, adoption or other disposition of ordinances. Votes are taken by roll call. Placement of an ordinance is limited to the City Manager, Mayor or Council Members. However, introduction/first reading of Ordinances and setting of public hearing may be placed on the Consent Agenda. Ordinances may be postponed at introduction or subsequent readings to the next regular or special meeting.

Editing form for Ordinances: Deletions are characterized strike over and may be in brackets. Additions are characterized by bold lettering and underlining.

Sponsors, authors, Directed by Council or Requested by staff may be placed at the top of the Ordinance. (Reso 01-36, 06/11/2001; Ord 01-18, 06/12/2001).

10. **CITY MANAGER’S REPORT**

The Manager or his designee reports to the City Council. Questions and answers between the Council and Manager are appropriate. Official action is not taken by the Council under this agenda item. A monthly report will be provided in the Council informational packet.

11. **CITY ATTORNEY REPORT**

The Attorney reports to the City Council. Questions and answers between the Council and the Attorney are appropriate. Official action is not taken by the Council under this agenda item. A monthly report will be provided in the Council informational packet.

12. **COMMITTEE REPORTS**

Reports of Council standing committees are given. Official action is not normally taken by the Council under this agenda item.

13. **PENDING BUSINESS**

Access is limited to the City Manager, Mayor and members of the City Council. Requests for items to be placed on agendas at Council meetings for future council agendas will be subject to vote of the City Council. Voice vote or roll call vote will constitute action of the City Council. Reference HCC ~~1.24.040 (g)~~ **2.08.040(h)** for By-law provisions.

14. **NEW BUSINESS**

The same provisions as under pending business apply here.

15. **RESOLUTIONS**

A Council Member, Mayor or City Manager can direct that a resolution appear on the agenda. Notation of sponsor can appear on the face of the resolution. Formal action of the Council will be by roll call vote. HCC ~~1-24.040(g)~~ **2.08.040(h)**.

Sponsors, authors, Directed by Council or staff may be placed at the top of the Resolution.

Council Training & Informational Materials

Deleted from the Packet by Council consensus and signing of a Memorandum by the Councilmembers on June 8, 1992. Also noted was that backup up materials of any kind are not required in consecutive packets provided a reference sheet is submitted with the item denoting the backup materials previously submitted.

16. **COMMENTS OF THE AUDIENCE**

Members of the audience may address the City Council at will on any subject whether or not on the agenda. The Mayor may time limit remarks.

17. **COMMENTS OF THE CITY ATTORNEY**

Reserved for Comments of the City Attorney. Action of the Council is not taken here.

18. **COMMENTS OF THE CITY CLERK**

Reserved for comments of the City Clerk. Action of the City Council is not taken here.

19. **COMMENTS OF THE MANAGER**

Reserved for comments of the City Manager. Action of the City Council is not taken here.

20. **COMMENTS OF THE MAYOR**

Reserved for comments, reports, or notification of the Mayor. No Council action is taken here.

21. **COMMENTS OF THE COUNCIL**

Each Council Member may comment regarding any subject whether or not on the agenda. This is an appropriate place to note or bring to the attention of the Mayor, Council and Administration any miscellaneous business or point of interest. Miscellaneous announcements, notifications of absence from future Council meetings, and requests for items to appear on the agenda, are other areas appropriately covered.

Notice of reconsideration may be given, re: ~~1.24.040(i)~~ **2.08.040(i)**.

22. **ADJOURNMENT/NOTICE OF NEXT REGULAR MEETING**

Meetings will be concluded by or recessed by midnight, unless Council votes to suspend the rules. The balance of any business will be held over until call of the Chair. Notice of the next regular, and/or special meeting will appear on the agenda following "adjournment". (Reso 10-73, 09/13/10; Reso 00-82, 08/28/00; Reso 00-08, 01/10/00; Reso 98-58, **07/13/1998**).

The Regular Agenda format for all advisory bodies of the City Council shall utilize the following basic agenda format:

NAME OF BODY	DATE OF MEETING
PHYSICAL LOCATION OF MEETING	DAY OF WEEK AND TIME
HOMER, ALASKA	OF MEETING
	MEETING ROOM

**REGULAR MEETING  
AGENDA**

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA
6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public

may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.

7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PLAT CONSIDERATION (Planning Commission only)
10. PENDING BUSINESS or COMMISSION BUSINESS
11. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY)
12. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY)
13. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
14. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
15. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
16. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
17. COMMENTS OF THE COMMISSION
18. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR \_\_\_\_\_ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us). 235-3130.

Audience Participation – Audience comments are acceptable when invited by a Councilmember or the Mayor. Audience comments as an agenda item is provided so that anyone wishing to speak to the Council may do so without prior arrangement. The Mayor may limit the time for “Comments Upon Matters Already on the Agenda or Audience Comments.” Comments are generally limited to 3 minutes per person unless authorization to speak longer is granted by Council action. (Reso 06-54, 05/22/06).

BASIC TIME LIMIT (Public Comments, Public Hearing Testimony and Audience Comments.) Comments are limited to three minutes per person per issue unless authorization to speak longer is granted by Council action. In the interest of time, the Council has found it necessary to place a time limit. It may be desirable to have one spokesperson for special interest groups making a statement to the Council. (Reso 06-54, 05/22/06).

Any person making personal, impertinent, threatening or slanderous remarks or who shall become boisterous while addressing the Council, shall be forthwith, by the presiding officer barred from further audience at the meeting before the Council, unless permission to

continue be granted by a majority vote of the Council.

This is item m. of the Council's ByLaws. Any Councilmember may rise to a Point of Order regarding this issue.

## **GENERAL AGENDA AND PACKET DISTRIBUTION INFORMATION**

### **Regular City Council Meetings**

#### Tentative Agendas

1. Tentative and Preliminary agenda items, type of enactment and subject only, need to be to the City Clerk by Thursday of the week proceeding Council packet week.
2. The final packet ready document needs to be to the City Clerk as soon as possible prior to 11:00 a.m. on the Wednesday prior to the Council meeting for packet review.
3. Any late agenda item not meeting the tentative agenda deadline and/or not meeting the packet deadline shall be discussed with the Mayor by the submitter, if a Councilmember.
4. All other late items, unless of an immediate nature shall be placed on the next tentative agenda.

#### Agenda

1. Agenda closes at 11:00 a.m., Wednesday preceding the meeting. Allowances will be made for holidays. (Reso 03-81, **05/27/2003**).
2. The City Manager, Mayor and City Clerk review the agenda at 11:00 a.m. on Wednesday, preceding the meeting. (Reso 03-81, **05/27/2003**).
3. Informational packets are available for pick up **and on the City's website** usually on Thursdays at 5:00 p.m. but no later than 5:00 p.m. on the Friday preceding the regular meeting. Packets will be **posted on the City's website and** placed in the Council's mail boxes **if requested**.
4. Items may be added or removed from the agenda by unanimous consent of the Council.

### **Special City Council Meeting**

Called and agendas established by the Mayor or four (2/3) City Councilmembers. Adequate notice must be given to provide for materials preparation and delivery of meeting notice

thirty-six (36) hours prior to the meeting.

### **Emergency City Council Meeting**

By unanimous consent of quorum, four Councilmembers, requires justifiable reason, informal agenda - limited to emergency, public notice as soon as possible and repeated at least two times prior to meeting.

### **Worksessions, Special Meetings, and Executive Sessions**

May be called at any time, including beginning at 4:00 p.m. and ending not later than 5:50 p.m. before a Regular Council Meeting, with proper notice to the public. The agenda and packet information may be handed out at the worksession depending on the nature of the session. No formal action may be taken. May be called by Mayor or four Councilmembers. Public notice requirements are relaxed but should be at least broadcast as soon as possible and repeated at least two additional times prior to the session. Reference: HCC 1.14 and ~~1.24~~.

### **Committee of the Whole**

The Committee of the Whole may meet prior to every Regular Council Meeting beginning at 5:00 p.m. and ending not later than 5:50 p.m. when scheduled worksessions do not exceed 4:50 p.m. This is a device to enable the full Council to give detailed consideration to a matter under conditions of freedom approximating those of a committee. The results of any votes taken are not the final action of the Council and are recommendations. The Mayor shall be the presiding officer. No text may be altered in any agenda item for Council's Regular meeting; however, amendments may be recommended.

The agenda shall be noticed the same as a Council's Regular meeting. Only those matters on the noticed agenda shall be considered; however, other items not on the Council's Regular meeting agenda may be considered if the agenda item is received by the City Clerk no later than the Wednesday prior to the meeting. "Old business" shall be added to the Committee of the Whole agenda and shall be those items that are not on Council's Regular Meeting agenda and that were not discussed at the previous Committee of the Whole meeting due to insufficient time. (Reso 09-116(A), 11/23/09; Reso 03-118(A), 08/25/03; Reso 01-24, 04/09/01; Reso 01-08(S), 02/26/01).

## NOTICE

### ADDRESSING THE CITY COUNCIL

In order to address the City Council, please:

1. Raise your hand for the Mayor's recognition.
2. Upon recognition, take the public testimony place in front of the Council table, sign in on the sheet provided giving your name, address and indicating whether you are a resident of the City. **(please print)**
3. Address the Council as a body.

### DECORUM AT MEETINGS

Any person making personal, impertinent, threatening or slanderous remarks or who shall become boisterous while addressing the Council, shall be forthwith, by the presiding officer barred from further audience at the meeting before the Council, unless permission to continue be granted by a majority vote of the Council. ~~HCC 1-24-040(n)~~ **2.08.040(n)**. Council Bylaws.

### CITIZEN'S DISCUSSIONS

There are four places on the agenda where citizens may address the Council.

1. **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**, Item 3. This item is on the agenda so you may speak on any item on the agenda, unless the matter is listed under Public Hearings or Visitors. The Mayor will provide time limitations on presentations based on the volume of business before the Council. Changes to the agenda occur just before this item, so if any item is removed you may not address it here; if an item is added, you may. When in doubt, clarify with the Chair. (Mayor or Mayor Pro Tem)
2. **PUBLIC HEARINGS**, Item 6. Public Testimony is taken on any of the matters listed under the public hearing portion of the agenda. Agendas and public hearing information are available at the table in back of the Council Chamber. Public Hearing testimony may be time limited by the Mayor.
3. **VISITORS**, Item 8. This place is for presentations previously arranged with the City Clerk, approved by the Mayor and listed on the agenda. Comments on a visitor's presentation by the audience is restricted to Item 15, Comments of the Audience.
4. **COMMENTS OF THE AUDIENCE**, Item 15. You may address the Council regarding any matter at this point. The Mayor may time limit remarks.

**TIME LIMITATIONS:** The Mayor may limit the time for public comments, public testimony and Audience Comments. Comments are limited to no more than 3 minutes per person, per issue unless authorization to speak longer is granted by Council action. In the interest of time, the Council has found it necessary to place a time limit. It may be desirable to have one spokesperson for special interest groups making a statement to the Council.

**WRITTEN MATERIAL TO COUNCIL:** Written material presented to Council on the night of the meeting should also be given to the City Clerk to be added to the record. **TAPE RECORDING:** This meeting is being electronically recorded and amplified. Please speak up so that a clear recording of your comments can be made and others in the back of the Council Chamber can hear you.

**BOARD OF ADJUSTMENT** HCC ~~21-68-070~~ **21.93.510(a)** restricts the Council when sitting as a Board of Adjustment from hearing arguments or taking testimony or other evidence. ~~The only material which may be considered is~~ **considering allegations of new evidence or changed circumstances and shall make its decision based solely on** the record as prepared by the Clerk.

THANK YOU, YOUR INPUT IS VALUABLE.



## RESOURCE MATERIALS

After a Councilmember has been sworn in the City Clerk's Office will issue the following items of reference to them:

- A. Homer City Code
- B. City of Homer Personnel Regulations
- C. Alaska Statutes, Title 29
- D. Elected Officials Handbook
- E. City of Homer Directory
- F. Comprehensive Plan
- G. City of Homer Procurement Policy
- H. Current Calendar Year - Line Item Budget
- I. Parliamentary Procedure at a Glance
- J. Five Year Capital Improvement Plan
- K. Comprehensive Financial Statement
- L. A.M.L. Elected Officials Handbook
- M. COUNCIL'S OPERATING MANUAL, NEWEST VERSION
- N. OPEN MEETINGS ACT BOOKLET, BY GORDON TANS

Upon expiration of term, please return these items to the City Clerk's Office so they may be updated and re-issued to the newly elected official.

A wealth of resource information, reports, studies, and city historical information is available at the City Hall Library. Contact the City Clerk's Office for assistance.

## **CODE OF ETHICS**

### **PURPOSE.**

The proper functioning of democratic government requires ethical behavior by public officials. Ethics involves the commitment to take individual responsibility in creating a government that has the trust and respect of its citizens. The purpose of this section is to set reasonable standards of conduct for elected city officials and appointed advisory commissioners and boardmembers so that the public may be assured that its trust in such persons is well placed and that the officials themselves are aware of the standards of conduct demanded of persons in like office.

However, recognizing that Homer is a small community, with a limited number of people interested in serving as community leaders, it is not the intent of this section to set unreasonable barriers that will serve only to deter aspirants from public service.

This section is also intended to establish a process which will ensure that complaints or inquiries regarding the conduct of elected city officials and appointed advisory commissioners and boardmembers are resolved in the shortest practicable time in order to protect the rights of the public at large and the rights of the elected or official, or appointed advisory commissioners and boardmembers.

The Council intends this code to be interpreted to promote fair, honest, and impartial dealings with members of the public, to ensure proper use of city resources, and to avoid conflicts of interest. It is the intent of the Council that nothing in this section be interpreted to create a private cause of action against an elected official or appointed advisory commissioner or boardmember.

### **DEFINITIONS.**

As used in this section.

"Engaging in business" or "engage in business" means submitting a written or oral proposal or bid to supply goods, services or other things of value, or furnishing goods, services or other things of value, for consideration or otherwise entering into any contract or transaction with the city including but not limited to the lease, sale, exchange or transfer of real or personal property.

"Financial interest" means a direct or indirect pecuniary or material benefit accruing to a city official or appointed advisory commissioner or boardmember as a result of a contract or transaction by or with the city except for such contract or transactions which by their terms and by substance of their provisions confer the opportunity and right to realize the accrual of

similar benefits to all other persons and/or property similarly situated. A financial interest does not include city paid remuneration for official duties. A person has a financial interest in a decision if a substantial possibility exists that a financial interest of that person might vary with the outcome of the decision. A financial interest of an official includes:

1. Any financial interest of a member of that person's immediate family;
2. Any financial interest in an entity in which that person or a member of his immediate family has an ownership interest, or is a director, officer or employee;
3. Any financial interest of a person or entity with whom the official, or a member of his immediate family or an entity described in subparagraph 2 of this subsection has or is likely to acquire a contractual relationship relating to the transaction in question.

"Gratuity" means a thing having value given voluntarily or beyond lawful obligation.

"Immediate family" of a person means anyone related to that person by blood or current marriage, or adoption in a degree up to and including the fourth degree of consanguinity or affinity, or any relative or non-relative who lives in that person's household.

"City official" or "official" means the Mayor, Councilmember, advisory Commissioner or Boardmember under the ordinances of the city, or who is a member of a committee or task force of the city.

"Official act" or "action" means any legislative, administrative, appointive or discretionary act of any officer of the city or any committee or commission thereof.

"Organization" means any corporation, partnership, firm or association, whether organized for profit or non-profit.

"Political activity" means any act for the purpose of influencing the nomination or election of any person to public office, or for the purpose of influencing the outcome of any ballot proposition or question. Informing the public about a ballot proposition or question without attempting to influence the outcome of the ballot proposition or question is not political activity.

## **PROHIBITED ACTS.**

**Official Action.** A city official shall not participate in any official action in which he has a financial interest. An official who is a voting member of the council, a commission, or other agency shall identify any financial conflicts of interest in accordance with (the ordinance regarding conflict of interest).

**Business Prohibition.** No official may engage in business with the city when that person has had substantial involvement in planning, recommending or otherwise supporting the project or transaction in issue. No official shall attempt to influence the city's selection of any bid or

proposal, or the city's conduct of business, in which the official has a financial interest. Newly elected or appointed officials who have pre-existing contracts with the city may fulfill the terms and conditions of such contracts without penalty.

Use of Office for Personal Gain. No official shall seek or hold office or position for the purpose of obtaining anything of value for himself, his immediate family or a business that he owns or in which he holds an interest or for any matter in which he has a financial interest. This prohibition shall not apply to the receipt of authorized remuneration for the office or position.

Inappropriate Use of Office Title/Authority. No official, elected or appointed, shall use the implied authority of their position for the purposes of unduly influencing the decisions of others, or promoting a personal interest within the community. Councilmembers will refrain from using their title except when duly representing the city in that capacity. Unless duly appointed by the

Mayor and/or Council to represent the interests of the full council, councilmembers shall refrain from implying their representation of the whole by the use of their title.

Representing Private Interests. No official shall represent, for compensation, or assist those representing private business or personal interests before the city council, administration, or any city board, commission or agency. Nothing herein shall prevent an official from making verbal or written inquiries on behalf of constituents or the general public to elements of city government or from requesting explanations or additional information on behalf of such constituents. No official may solicit a benefit or anything of value or accept same from any person for having performed this service.

Confidential Information. No official may disclose information he knows to be confidential concerning the property, government, or affairs of the city unless authorized or required by law to do so.

Outside Activities. An official may not engage in business or accept employment with, or render services for, a person other than the city or hold an office or position where that activity or position is incompatible with the proper discharge of his city duties or would tend to impair his independence of judgment in performing his city duties. This prohibition shall include but not be limited to the following activities:

1. A person who holds an appointed city office shall not be eligible for employment with the city, during their term of office, in the department that the appointed commission has jurisdiction over until one year has elapsed following the term of appointment. An exception may be made with the approval of the city council.
2. A person who holds or has held an elective city office shall not be eligible for appointment to an office or for employment with the city until one year has elapsed following the term for which he was elected or appointed. An exception may be made with the approval of the city

council.

Gratuities. No official shall accept a gratuity from any person engaging in business with the city or having a financial interest in a decision pending with the city. No official shall give a gratuity to another official for the purpose of influencing that person's opinion, judgment, action, decision or exercise of discretion as a city official. This subsection does not prohibit accepting:

1. A meal;
2. Discounts or prizes that are generally available to the public or large sections thereof;
3. Gifts presented by employers in recognition of meritorious service or other civic or public awards;
4. A candidate for public office accepting campaign contributions;
5. An occasional non-pecuniary gift insignificant in value;
6. Any gift which would have been offered or given to him if he were not an official.

Use of City Property. No official may request or permit the use of city vehicles, equipment, materials or property for non-city purpose, including but not limited to private financial gain, unless that use is available to the general public on the same terms or unless specifically authorized by the city council.

Political Activities, Limitations of Individuals. Appointed officials may not take an active part in a political campaign or other matter to be brought before the voters when on duty. Nothing herein shall be construed as preventing appointed officials from exercising their voting franchise, contributing to a campaign or candidate of their choice, or expressing their political views when not on duty or otherwise conspicuously representing the city.

Political Activity, Limitation on City Government. The city may prepare and disseminate general, objective information about the issues to be voted on in local elections. Such material shall be devoid of biased statements or slant and, where appropriate, may contain pro and con statements of equal weight and value.

Influencing Another Council Member's Vote. A city council member may not attempt to influence another council member's vote or position on a particular item through contact with a city council member's employer or by threatening financial harm to another city council member.

## **BUSINESS DEALINGS WITH CITY.**

Before a city official or an organization or entity in which the official has a financial interest, engages in business with the city, the official shall file with the city clerk a statement, under oath, setting forth the nature of such business dealings and his interest therein, not less than

ten days before the date when official action may be taken by the council or by any officer, commission or other agency of the city upon the matter involved. If all other provisions of this section are complied with, the statement shall be sufficient for continuing transactions of a similar or like nature for one year from the date of its filing. However, if an official has violated any of the provisions of this section, he shall be precluded from dealing with the city on that particular matter.

Upon taking office, or upon subsequently acquiring the interest, and official shall file with the city clerk a statement disclosing any financial interests of the official in an organization engaging in business with the city.

### **PUBLIC DISCLOSURE.**

a. Each city official must annually file a conflict of interest disclosure using forms substantially the same as the following selected schedules from the Alaska Public Offices Commission Public Official Financial Disclosure Statement: Schedules B (business interests), C (real property interests / rent to own), E (the portion relating to natural resource leases only), F (government contracts and leases) and G (close economic associations). The city clerk shall provide the forms to each city official. The city clerk may make such alterations to the forms as may be necessary to make them applicable to the city and city officials.

b. The annual disclosures must be filed by November 1 each year. A newly appointed official must file a disclosure within 30 days of taking office. Each candidate for elected city office must file a disclosure at the time he or she files a declaration of candidacy, except an incumbent seeking reelection with a current disclosure on file. Refusal or failure of a candidate to file the required disclosure before the end of the time period for filing declarations of candidacy shall require that the candidate's declaration of candidacy be rejected and the candidate disqualified.

c. The disclosures must be true, correct and complete and shall be signed under oath or affirmation, or certified to be true under penalty of perjury.

d. The disclosures shall be filed with the city clerk and shall be open to public inspection and copying at the office of the city clerk. The disclosures will not be sent to the Alaska Public Offices Commission. (Ord 07-35(A-2), 10/23/2007).

### **BOARD OF ETHICS.**

#### 1.79.010 2.80.010 Board of ethics established – general provisions.

a. There is hereby established a Board of Ethics.

b. The Board shall be comprised of all members of the city council and the mayor. The mayor, or the vice-mayor in the mayor's absence, will serve as presiding officer of the Board. In the absence of both, the members of the Board shall elect a presiding officer from among its members.

c. The city attorney or other legal counsel for the Board may assist the Board at every stage of the proceedings, but shall have no vote.

d. A quorum of the Board shall be a majority of all members who are not excused for cause, such as being the complainant, the respondent, a witness, having a conflict of interest, or other cause for recusal. However, in no event may a quorum be less than three.

e. Decisions of the Board shall be adopted by a majority of the members who are qualified to act on the matter, where a quorum is present.

f. Unless the Board delegates such authority to another member or decides that no one shall have such authority, the presiding officer shall have authority to make procedural decisions between Board meetings on behalf of the Board. Examples of matters that may be decided by such delegate include scheduling hearings and other matters, establishing pre-hearing requirements and filing deadlines for motions, exhibits, witness lists, hearing briefs, and deciding other procedural matters.

g. The presiding officer shall vote on every question, unless required to abstain for cause, and shall not have power to veto any action of the Board. (Ord 08-31(S) §1, 2008).

~~1.79.020~~ **2.80.020** Function and authority. The Board of Ethics has authority to perform the following functions:

a. Investigate reported violations of Chapter 1.18.  
b. Hear and decide written complaints of violations of Chapter 1.18.  
c. Hear and decide on requests for exceptions as specified in Chapter 1.18.  
d. Make findings and recommendations concerning sanctions, civil penalties and remedies for violations as provided in the code.

e. Adopt recommended policies and procedures governing the board's conduct of business.

f. Upon application of the complainant, respondent, or at the board's discretion, compel by subpoena the appearance and sworn testimony, at a specified time and place, of a person the board reasonably believes may be able to provide information relating to a matter under investigation by the board or the production of documents, records or other items the board reasonably believes may relate to the matter under consideration.

g. Administer oaths and receive testimony from witnesses appearing before the board

h. Request city agencies to cooperate with the board in the exercise of the board's jurisdiction

i. Request the advising attorney to seek assistance of the superior court to enforce the board's subpoena

j. Conduct investigative hearings in executive session, pursuant to notifications alleging violations of matters within the authority of the board. (Ord 08-31(S) §1, 2008).

~~1.79.030~~ **2.80.030** Confidentiality; initial review.

a. Each written complaint of a violation of Chapter 1.18 received by the city clerks office shall be assigned an identification number, which shall be used in lieu of names when referring to the complaint to maintain confidentiality. The city clerk and the board shall keep all written complaints of potential violation confidential during investigation and the board's deliberative process. Complaints of potential violation may be disclosed only to the staff



member of the city clerk's office providing administrative support to the board, members of the board, and legal counsel. Upon receipt of a notification of potential violation, the board shall, at its next scheduled meeting or earlier, as determined by the board chair, review the complaint of potential violation in executive session and determine if further action on the notification of potential violation is warranted.

b. If the board determines the facts alleged in the notification of potential violation, even if proven, do not constitute a violation, or that the board lacks jurisdiction to address the complaint of potential violation, the board shall return the complaint of potential violation to the complaining party or it may recommend to the person filing the complaint that it be amended and re-filed. Notifications of potential violation returned without further action shall remain confidential.

c. If the board determines the allegation in a complaint of potential violation, if proven, may constitute a violation of a matter within the board's jurisdiction, the board shall:

1. Request and receive assistance from legal counsel to assist the board in all further deliberative processes, investigations and reports.

2. Give the respondent a copy of the complaint of potential violation, along with a copy of the outline of the board's process under this chapter, including notice that the respondent may choose to hold the proceeding in public and may be represented by legal counsel of respondent's choosing and at respondent's own expense; and

3. Notify both the person submitting the complaint of potential violation and respondent of the date(s) on which each may be requested to meet with the board, present documentary or testimonial evidence, and assist the board in resolving the potential violation. (Ord 08-31(S) §1, 2008).

~~1.79.040~~ **2.80.040** Disclosure of complaint of potential violation prohibited.

a. A complaint of potential violation of HCC Chapter 1.18 is confidential until the board completes a written report for distribution as a public record.

1. No person, including the complainant, shall knowingly disclose to another person, or otherwise make public in violation of this chapter, the contents of a complaint of potential violation filed with the board, unless:

i. The respondent elects to proceed in public; or

ii. The written report of the board is electronically published by the city clerk.

2. Breach of confidentiality required by any provision of this chapter is a violation of this chapter subject to punishment.

3. A person filing a complaint of potential violation shall keep confidential the fact that the person has filed the complaint with the city, as well as the contents of the complaint of potential violation. If the board finds probable cause to believe that the person filing the notice of complaint violation has violated confidentiality under this chapter, the board shall immediately dismiss the complaint of violation. Dismissal under this subsection does not affect the right of the board or another person to initiate a proceeding on the same factual allegations by filing a complaint of potential violation.

4. Public disclosure resulting from corrective action under this chapter is not a violation of this subsection. (Ord 08-31(S) §1, 2008).

~~1.79.050~~ **2.80.050** Conduct of investigation and standard of proof.

a. The board's investigation shall be conducted in executive session, unless the respondent requests to hold the board's investigation of written complaint of potential violation in public. The respondent and the person who filed the complaint, and their counsel, if any, may be present in executive session while the investigation is being conducted.

1. The respondent and the person who filed the complaint of potential violation may identify other individuals and documents that each would like the board to interview and review.

2. If an individual with information bearing on the complaint of potential violation is unwilling to come forward with information, the respondent and the person who filed the complaint of potential violation may each request the board to subpoena the person and any documentary evidence.

3. Persons appearing before the board may be represented by counsel or other person serving in a representative capacity.

4. The board may question the respondent, the person who filed the complaint of potential violation, and other persons appearing before the board.

5. The board may solicit questions and testimony from the person filing the complaint of potential violation, the respondent and other persons appearing for the purpose of providing information to the board. The board may solicit questions from counsel present to represent persons appearing before the board, but all questions during the board's investigation shall be posed through and by a member of the board. Consistent with due process, the board may limit or prohibit questions suggested to the board by or on behalf of persons appearing before the board.

6. The standard of proof to be applied by the board in determining a violation under HCC Chapter 1.18 is proof by a preponderance of the evidence.

7. Technical rules of evidence do not apply, but the findings of the board shall be based upon substantial evidence, which means reliable and relevant information presented to the board.

8. The board's finding of a violation of HCC Chapter 1.18 must be supported by substantial evidence.

9. The board's findings shall not be binding in a subsequent sanctions proceeding.

10. When the board's investigation is conducted in executive session, the public shall be excluded and the session shall be electronically recorded. The recording shall be available for access as a public record after publication by the city clerk of the proposed resolution and settlement under subsection ~~1.79.070~~ **2.80.050**. (Ord 08-31(S) §1, 2008).

~~1.79.055~~ **2.80.055** Deliberations of the board. Deliberations of the board shall be conducted in executive session.

- a. The deliberations of the board shall not be recorded.
- b. The respondent, the person filing the complaint, and their counsel shall be excluded from the deliberations. The Board's legal counsel may attend the deliberations.
- c. The board shall reconvene in open session when deliberations are complete. (Ord 08-31(S) §1, 2008).

~~1.79.060~~ **2.80.060** Board member disclosures. When an investigation is convened in executive session to determine whether the respondent has violated HCC Chapter 1.18, the Board members will be requested to disclose any conflict of interest, ex-parte communications, or other facts that may affect their qualification to hear the matter. After such a disclosure, the other members of the Board shall determine whether a member shall be excused for cause. (Ord 08-31(S) §1, 2008).

~~1.79.061~~ **2.80.061** Duty of cooperation. A city official or the city manager subject to a complaint of a violation shall work cooperatively with the City Clerk to establish a hearing date and shall appear at the place and time set for the hearing, regardless of the respondent's intentions concerning defense or exercise of other rights. Failure to appear, except when failure results from a serious condition or event that prevented the respondent's appearance, is a breach of respondent's duties under this chapter and in itself may result in a summary finding of violation by the Board and imposition of remedies, penalties and disciplinary action under ~~1.79.070~~ **2.80.070**. For the purposes of this section, a "serious condition or event" may include a serious medical condition, a serious family emergency requiring the presence of the party, a death in the family, or other similar cause that prevents the respondent's attendance at the hearing. Nothing in this section shall prevent the rescheduling of a hearing for cause upon request of the respondent or the complainant. (Ord 08-31(S) §1, 2008).

~~1.79.065~~ **2.80.065** Decisions on the record. Using the identification number of the complaint of potential violation to protect confidentiality, the board shall vote in open session on these questions:

- a. Whether the board finds by a preponderance of the evidence one or more violations within the jurisdiction of the board; and
- b. Whether the board recommends further administrative or remedial actions; and
- c. What specific sanctions, corrective actions or referrals, if any, the board recommends pursuant to ~~1.79.070~~ **2.80.070**.
- d. If the board does not find a violation under HCC Chapter 1.18, the board shall prepare a confidential statement of closure listing the complainant and respondent, the assigned identification number, the allegations, the hearing date, and the finding that no allegation was substantiated by the board in whole or in part, and the date of board closure.

At the sole discretion of the respondent, the board may release the statement of closure as a public document. (Ord 08-31(S) §1, 2008).

~~1.79.067~~ **2.80.067. Timely completion.** The board shall complete action on a complaint of potential violation and investigations within 90 days of the filing of the complaint of potential violation. By a majority vote, the board may extend the completion date for up to an additional 90 days, or longer for good cause shown. (Ord 08-31(S) §1, 2008).

~~1.79.070~~ **2.80.070 Sanctions, civil penalties and remedies.**

a. Upon conviction for any violation of HCC Chapter 1.18 under criminal procedures or upon a determination of any violation of HCC Chapter 1.18 after an investigation conducted by the Board under this chapter, the Board may impose (or recommend in the case of subsection i.) as a sanction, penalty, or remedy any or all of the following, as appropriate to the seriousness of the violation:

i. A recommendation to the City Council that the office of a City Council member or the position of city manager be declared vacant for a serious violation that is (i) flagrant or (ii) willful and knowing. A recommendation that the office of the mayor be declared vacant may be made only if the violation justifies a declaration of vacancy under AS 29.20.280. Only the City Council may actually declare any of these positions vacant.

ii. A member of a board or commission may be removed from the board or commission.

iii. A public or private reprimand may be given to the official.

iv. The official may be ordered to refrain from voting, deliberating, or participating in any matter in violation of HCC Chapter 1.18.

v. The committee assignments of an official may be revoked.

vi. An official's privilege to travel at city expense on city business may be revoked or restricted.

vii. A contract, or transaction or appointment, which was the subject of an official act or action of the city that involved the violation of a provision of chapter 1.18, may be voided.

viii. The official must forfeit or make restitution of any financial benefit received as a consequence of a violation of chapter 1.18.

ix. A civil fine of not more than \$1,000 per violation may be imposed. (Ord 08-31(S) §1, 2008).

~~1.79.080~~ **2.80.080 Record of proceedings and public record.** Permanent records and minutes shall be kept of Board's proceedings. Such minutes shall record the vote of each member upon every question decided in public. Every decision or finding shall immediately be filed in the office of the City Clerk, and shall be a public record open to inspection by any person. Every finding and recommendation shall be directed to the City Council at the earliest possible date. (Ord 08-31(S) §1, 2008).

1.79.090 2.80.090 Settlement of complaints.

a. The respondent in any case accepted for investigation may propose a resolution and settlement of the complaint. A proposed resolution and settlement will include the admitted violation of HCC Chapter 1.18; the remedial actions agreed to by the respondent subject to the city council's concurrence; any proposed preventive actions to be undertaken to avoid similar violation by respondent or others in the future; and other matters required by the board.

b. A proposed resolution and settlement is subject to approval by the Board and has no effect unless approved by the Board. The Board will give the complaining person the opportunity to review and comment on the proposed resolution and settlement prior to approving it. Until approved by the Board, a proposed resolution and settlement must be kept confidential.

c. The proposed resolution and settlement becomes public record upon final approval by the Board. (Ord 08-31(S) §1, 2008).

**ADVISORY OPINIONS.**

a. Where any official has a doubt as to the applicability of any provision of this chapter to a particular situation, or as to the definition of terms used herein, he may apply in writing to the city attorney for an advisory opinion. The official shall have the opportunity to present his interpretation of the facts at issue and of the applicability of provisions of the chapter before such advisory opinion is made.

b. Such opinion, until amended or revoked, shall be binding on the city in any subsequent actions concerning the public official who sought the opinion and acted on it in good faith, unless material facts were omitted or misstated in the request for the advisory opinion. An advisory opinion shall be applicable and binding only to the particular set of facts and instances of conduct for which it was requested and shall have no force or effect for purposes of general application. Such opinion shall not be binding or admissible in evidence in any action initiated by any private citizen. (Ord 06-68(S)(A), 02/13/2007).

**VIOLATION AND PENALTY.**

Any official who willfully and knowingly violates any of the provisions of this chapter shall be guilty of a violation subject to punishment pursuant to HCC 1.16. (Ord 06-68(S)(A), 02/13/2007).

**SANCTIONS, CIVIL PENALTIES AND REMEDIES.**

Upon conviction for any violation of this chapter under criminal procedures or upon a determination of any violation of this chapter after a hearing conducted pursuant to section

~~1.18.050~~**2.80.050**, the Board of Ethics may impose as a sanction, penalty or remedy any or all of the following, as appropriate to the seriousness of the violation:

a. The Board of Ethics may declare the office of a city councilmember vacant for a serious violation that is (i) flagrant or (ii) willful and knowing. The office of the mayor may be declared vacant only by the city council and only if the violation justifies a declaration of vacancy under AS 29.20.280.

b. The Board of Ethics may remove a member of a board or commission from the board or commission.

c. The Board of Ethics may issue a public reprimand to the official.

d. The Board of Ethics may order the official to refrain from voting, deliberating, or participating in any matter in violation of this chapter.

e. The Board of Ethics may revoke any committee assignments of the official.

f. The Board of Ethics may revoke or restrict the official's privilege to travel at city expense on city business.

g. The Board of Ethics may recommend that a contract or transaction which was the subject of an official act or action of the city in which there is an interest prohibited by this chapter, or which involved the violation of a provision of this chapter, should be voided. If such recommendation is confirmed by the city council, the contract or transaction is voided.

h. The Board of Ethics may order the official to forfeit or make restitution of any financial benefit the official received as a consequence of a violation of this chapter.

i. The Board of Ethics may impose a civil fine of not more than \$1,000.

j. The Board of Ethics may direct the city administration (i) to pursue legal action to enforce any order of the Board of Ethics made under this section and (ii) to exercise any other legal and equitable remedies available to seek whatever relief is appropriate. (Ord 06-68(S)(A), 2007; Ord 07-35(A-2) §4, part, 2007).

#### **DISTRIBUTION OF CODE OF ETHICS.**

The city clerk shall cause a copy of this chapter to be distributed to every city official within thirty days after its enactment. Each city official elected or appointed thereafter shall be furnished a copy before entering upon the duties of his office. (Ord 06-68(S)(A), **02/13**, 2007).

#### **APPLICATION OF STATE STATUTES.**

a. Nothing in this chapter is intended to curtail, modify, or otherwise circumvent the application of the Alaska Statutes to any conduct involving bribery or other offenses against public administration.

b. All municipal officers as defined by Alaska Statutes Chapter 39.50 shall be subject to the provisions of AS 39.50 relating to conflicts of interest or financial disclosures. (Ord 06-68(S)(A), **02/13**/2007; Ord 07-35(A-2) §5, part, **2010/23**/07).

## **Homer City Council Tablet Usage Policy**

### **1. Purpose**

- a. The City of Homer recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members are able to be issued a device which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

### **2. Ownership**

- a. One tablet computer and accessory package (tablet) will be issued to the Mayor and each member of Council. Tablets issued under this policy will remain the property of the City of Homer. The Mayor and members of Council will have no ownership, interest, or right to title of the tablet.
- b. Each recipient issued a tablet is responsible for the security and care of that tablet, regardless of where the tablet is used.
- c. All tablets will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party. The exact details of the coverage and remaining term will be outlined on the equipment receipt form.
- d. Upon vacating elected or appointed seat, each tablet recipient will ensure that their tablet is returned to the City Clerk, who will ensure that the tablet reimaged and will reissue the unit to the next holder of that seat.

### **3. License Agreements**

- a. The City of Homer is the sole licensee of the software included with the tablet. Any copying, modification, merging, or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms, or laws shall constitute a violation of this policy.

### **4. Liability**

- a. Recipients are responsible for all material sent by and/or stored on the tablet issued to them which they will knowingly and intentionally send or store/install. Recipients accept responsibility for keeping their tablet free from all inappropriate or dangerous files.
- b. The City of Homer is not liable for any inappropriate material sent by and/or stored on tablets issued under this policy outside of the scope of use expected by a city official.



## **5. Email Usage**

- a. The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's Record Retention Policy.
- b. Syncing personal email accounts to the issued device, other than the recipient's assigned City email account, is prohibited.

## **6. Acceptable Use**

- a. The City of Homer only authorizes use of its tablets in a manner that supports the recipient's role as an elected official of the City.
- b. The device may only be used for limited personal use; that does not interfere with the ability of the device to be used for official intended purposes.
- c. Use of the tablet for any political use including but not limited to campaigning is expressly forbidden.

## **7. Privacy**

- a. All communications made via devices covered under this policy are subject to disclosure under the Open Records Act or for litigation purposes unless a privilege or exception exists that justify withholding the records.

## **8. Installation of applications**

- a. The installation of applications is limited to applications that are consistent with the terms listed in this policy and are available through the tablet's application store.
- b. Applications will only be licensed and installed by the Information Technology Manager and his staff.
- c. Modification of the tablet's operating system to allow installation of applications not approved by the manufacturer and/or not available through the "application store" is prohibited.
- d. Applications for personal use that do not interfere with city use may be allowed by the IT Manager on a case by case basis.

## **9. Care of the Device**

- a. Recipients are responsible for the general care of the device issued under this policy. The tablet must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

## 10. Loss and Damage

- a. Recipients of tablets under this policy are encouraged to keep the device safe and in good working order. If a user demonstrates extreme negligence with a device, or loses a replacement device within 18 months of being issued a replacement, then he or she shall be financially responsible for the cost of the replacement.
- b. Loss of or damage to a City of Homer tablet and/or accessory must be reported immediately to City staff.
- c. Recipients must not modify, upgrade, or attempt to repair tablets and/or accessories issued under this policy without the express permission of the City of Homer Information Technology Manager. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient. (Reso 13-035(A), 04/08/2013).

## Homer City Council Off-site Equipment Receipt

I \_\_\_\_\_ agree and understand that I have received the below listed equipment in good working order.

I acknowledge having received, read, and understood the Homer City Council Tablet Use Policy.

I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Homer City Council policies, and applicable laws.

I will return the equipment in good working order, with allowance for normal wear and tear.

I understand that I must provide an inventory of all City of Homer provided equipment used off-site annually, and sign another equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

Signed: \_\_\_\_\_  
(Equipment Recipient)

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

Signed: \_\_\_\_\_  
(Information Technology Manager)

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

# VISITORS



ANNOUNCEMENTS  
PRESENTATIONS  
BOROUGH REPORT  
COMMISSION REPORTS



# PUBLIC HEARING(S)





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

**Ordinances 14-40, 14-41, 14-42, 14-43, 14-44**

A **public hearing** is scheduled for **Monday, August 25, 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 14-40, 14-41, 14-42, 14-43, and 14-44 internet address:**  
<http://www.cityofhomer-ak.gov/ordinances>

**Ordinance 14-40**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$10,000 From the Fire Department Depreciation Reserves for a New Thermal Imaging Camera. City Manager/Fire Chief.

**Ordinance 14-41**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72.030(B) Regarding the Duties and Powers of the Homer Advisory Planning Commission Related to Subdivisions, and Amending Homer City Code 2.72.060 Regarding the Commission’s Meeting Schedule and the Provision of Records of Commission Action to the Council. City Manager.

**Ordinance 14-42**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$1,430,000 for Waddell Way Road Improvement, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

**Ordinance 14-43**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for Fire Department Equipment Upgrades, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

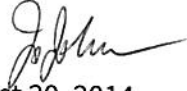
**Ordinance 14-44**, An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.



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.

Jo Johnson, MMC, City Clerk



Publish: Homer Tribune: August 20, 2014

## 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 14-40**, Amending the FY2014 Operating Budget by Appropriating \$10,000 from the Fire Department Depreciation Reserves for a New Thermal Imaging Camera; **Ordinance 14-41**, Amending Homer City Code 2.72.030(b) Regarding the Duties and Powers of the Homer Advisory Planning Commission related to Subdivisions, and Amending Homer City Code 2.72.060 Regarding the Commission's Meeting Schedule and the Provision of Records of Commission Action to the Council; **Ordinance 14-42**, Accepting and Appropriating a Legislative Grant from the State of Alaska in the Amount of \$1,430,000 for Waddell Way Road Improvement; **Ordinance 14-43**, Accepting and Appropriating a Legislative Grant from the State of Alaska in the Amount of \$350,000 for Fire Department Equipment Upgrades; **Ordinance 14-44**, Accepting and Appropriating a Legislative Grant from the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock 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, August 15, 2014 and that the City Clerk posted same on City of Homer Homepage on Wednesday, August 13, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 13<sup>th</sup> day of August, 2014.

  
\_\_\_\_\_  
Renee Krause, CMC, Deputy City Clerk I





**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-40**

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$10,000 From the Fire Department Depreciation Reserves for a New Thermal Imaging Camera.

Sponsor: City Manager/Fire Chief

1. City Council Regular Meeting August 11, 2014 Introduction
  - a. Memorandum 14-121 from Fire Chief as backup
2. City Council Regular Meeting August 25, 2014 Public Hearing and Second Reading
  - a. Memorandum 14-121 from Fire Chief as backup



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/  
Fire Chief

**ORDINANCE 14-40**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE FY 2014 OPERATING BUDGET BY  
APPROPRIATING \$10,000 FROM THE FIRE DEPARTMENT  
DEPRECIATION RESERVES FOR A NEW THERMAL IMAGING  
CAMERA.

WHEREAS, The Homer Volunteer Fire Department (HVFD) has two thermal imaging cameras (TICs) and the oldest of the two has malfunctioned and cannot be repaired; and

WHEREAS, Thermal imaging cameras are vitally important pieces of equipment for a fire department and they significantly improve safety for both victims and fire crews; and

WHEREAS, It is important for HVFD to have two TICs so that the Department has a back-up and both crews attacking a fire have access to one.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2014 Operating Budget by appropriating \$10,000 from the Fire Department Depreciation Reserves for a new Thermal Imaging Camera as follows:

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0393	New Thermal Imaging Camera	\$10,000

Section 2. This is a budget amendment ordinance only, 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:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second reading:

Effective Date:

Reviewed and approved as to form:

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

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

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

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



## City of Homer

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

## Volunteer Fire Department

604 East Pioneer Ave  
Homer, Alaska 99603

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

(p) 907-235-3155

(f) 907-235-3157

### Memorandum 14-121

TO: Walt Wrede, City Manager  
FROM: Robert Painter, Fire Chief  
DATE: August 1, 2014  
SUBJECT: Thermal Imaging Camera (TIC)

---

Our oldest of two thermal imaging cameras (TICs) has malfunctioned. We returned it to the manufacturer for repair and have been advised that due to its age, replacement parts are no longer available, thus the unit was unrepairable. While we still have one working TIC I believe it is important for us to have two units immediately available in cases of fire, one for each crew making entry into the structure.

Thermal imaging cameras enable crews to “see” in the dark, smoky environment always present at a fire, especially at night. Crews, equipped with TICs are more quickly able to locate victims trapped by fire, and allow rescue crews to more quickly exit the hazard zone by being able to see the most advantageous egress route. TICs operate by using the infrared spectrum of light and projecting that image on the hand held camera. The camera differentiates between items that reflect and absorb heat at different rates. In addition to being a tool for search and rescue, in any low light condition (TICs are routinely used for searches at night to locate victims outdoors), TICs can be used to determine fluid levels in exterior fuel tanks such as propane and fuel oil, and hidden fire in walls, floors, and ceilings, thus reducing the amount and extent of damage necessary to locate and extinguish residual “hot spots”.

The manufacturer of the TIC, Bullard, is currently offering a trade in credit for the old camera, even though it isn't working, of \$500. I would request that \$10,000 be budgeted from Fire Department Reserves for the replacement to enable us to also purchase an additional spare battery pack for the unit.

RECOMMENDATION: Introduce and approve Ordinance 14-40.



**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-41**

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72.030(B) Regarding the Duties and Powers of the Homer Advisory Planning Commission Related to Subdivisions, and Amending Homer City Code 2.72.060 Regarding the Commission's Meeting Schedule and the Provision of Records of Commission Action to the Council.

Sponsor: City Manager

1. City Council Regular Meeting August 11, 2014 Introduction
  - a. Memorandum 14-122 from City Manager as backup
2. City Council Regular Meeting August 25, 2014 Public Hearing and Second Reading
  - a. Memorandum 14-122 from City Manager as backup



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

City Manager

3  
4 **ORDINANCE 14-41**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 AMENDING HOMER CITY CODE 2.72.030(b) REGARDING THE  
8 DUTIES AND POWERS OF THE HOMER ADVISORY PLANNING  
9 COMMISSION RELATED TO SUBDIVISIONS, AND AMENDING  
10 HOMER CITY CODE 2.72.060 REGARDING THE COMMISSION'S  
11 MEETING SCHEDULE AND THE PROVISION OF RECORDS OF  
12 COMMISSION ACTION TO THE COUNCIL.

13  
14 WHEREAS, The platting power within the City is exercised by the Kenai Peninsula  
15 Borough.

16  
17 WHEREAS, Kenai Peninsula Borough Code 20.25.050 provides for the Homer Advisory  
18 Planning Commission ("Commission") to review and comment on all proposed vacations,  
19 abbreviated subdivision plats, subdivision plat waivers, and preliminary plats of land within  
20 the City.

21  
22 WHEREAS, The language of HCC 2.72.030(b) regarding the duties of the Commission  
23 related to platting and subdivisions is inconsistent with Kenai Peninsula Borough Code  
24 20.25.050, and should be amended to conform to the latter provision.

25  
26 WHEREAS, HCC 2.72.060 should be updated to conform to the Commission's current  
27 meeting schedule, and the requirement in HCC 2.72.060 that every decision or finding of the  
28 Commission shall be directed to the City Council at the earliest possible date should be  
29 modified to conserve limited City resources.

30  
31 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

32  
33 Section 1. Subsection (b) of Homer City Code 2.72.030, Duties and powers, is  
34 amended to read as follows:

35  
36 The Commission shall be required to do the following:

37  
38 b. Review and comment on all proposed vacations, abbreviated subdivision  
39 plats, subdivision plat waivers, and preliminary plats of land within the City before their  
40 submittal to the Kenai Peninsula Borough, as provided in Kenai Peninsula Borough Code  
41 20.25.050 ~~Exercise control over platting and subdivision of lots, blocks or lands within the City~~  
42 ~~limits. All proposed plans, plats or replats of lots, blocks or lands within the City limits, and all~~

43 ~~streets, alleys and other portions of the same intended to be dedicated to public or private~~  
44 ~~use, or vacated within the corporate limits, shall first be submitted to the Commission for its~~  
45 ~~approval or rejection before such plans, plats or replats shall be submitted to the Borough~~  
46 ~~Planning and Zoning Commission for final approval and recordation. Unless the City Council~~  
47 ~~shall disapprove the action of the Commission within 20 days, its decision shall be final. If the~~  
48 ~~Commission has approved any plan, plat or replat, and the City Council has not, within 20~~  
49 ~~days, disapproved this action, the Commission, through its Chairman, shall endorse its~~  
50 ~~approval on the plan, plat or replat, and the owner thereof may then offer it to the Borough~~  
51 ~~Planning and Zoning Commission for final approval;~~

52  
53 Section 2. Homer City Code 2.72.060, Record of proceedings, is amended to read as  
54 follows:

55  
56 2.72.060 Record of proceedings. The Commission shall meet regularly twice a month,  
57 ~~There shall be a regular monthly meeting of the Commission,~~ and permanent records or  
58 minutes shall be kept of Commission proceedings, and such minutes shall record the vote of  
59 each member upon every question. Copies of such minutes ~~Every decision or finding shall~~  
60 ~~immediately be filed in the office of the City Clerk, shall be provided to the City Council not~~  
61 ~~later than its first regular meeting after their preparation,~~ and shall be a public record open to  
62 inspection by any person. ~~Every decision or finding shall be directed to the City Council at the~~  
63 ~~earliest possible date.~~

64  
65 Section 3. This Ordinance is of a permanent and general character and shall be  
66 included in the City Code.

67  
68 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this \_\_\_\_\_ day of  
69 August 2014.

70  
71 CITY OF HOMER

72  
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74 \_\_\_\_\_  
75 MARY E. WYTHE, MAYOR  
76

77 ATTEST:

78  
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80 \_\_\_\_\_  
81 JO JOHNSON, MMC, CITY CLERK  
82  
83  
84

85 AYES:

86 NOES:

87 ABSTAIN:

88 ABSENT:

89

90

91 First Reading:

92 Public Reading:

93 Second Reading:

94 Effective Date:

95

96

97 Reviewed and approved as to form:

98

99

100 \_\_\_\_\_

101 Walt Wrede, City Manager

102

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

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

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







## 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 14-122

TO: Mayor Wythe and Homer City Council

FROM: Walt Wrede

DATE: August 4, 2014

SUBJECT: New Ordinance / Old Topic (Ordinance 14-32)

Ordinance 14-32 entitled "AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE 2.72.030 (b) REGARDING THE DUTIES AND POWERS OF THE HOMER ADVISORY PLANNING COMMISSION RELATED TO SUBDIVISIONS, AND AMENDING HOMER CITY CODE 2.72.060 REGARDING THE COMMISSIONS'S MEETING SCHEDULE AND DELETING THE REQUIREMENT TO PROVIDE RECORDS OF COMMISSION ACTION TO THE COUNCIL", failed upon introduction at the regular Council meeting on July 28, 2014. The primary objection to this ordinance seemed to be the deletion of the requirement that the Council be notified of Commission decisions or findings at the earliest possible date. It was noted that the Planning Commission is advisory to the Council and the Council should be aware of its actions and decisions.

At the meeting I suggested that a reconsideration of the vote on Ordinance 14-32 might be appropriate because the ordinance could easily be amended to address the specific concerns voiced by the Council. Voting the Ordinance down threw out the primary objective of the Ordinance which was to make HCC 2.72.030 (b) consistent with the Borough Code with respect to Planning Commission duties and powers, and remove the clause which says Planning Commission recommendations to the Borough on Plats can be forwarded after 20 days if the Council does not disapprove of the recommendation. Ordinance 14-32 was brought to you for two reasons. First, The City Attorney thought it was important to remove inconsistency between the City and Borough Codes in order to avoid confusion and potential legal actions. Second, I was under the impression (perhaps incorrectly), that the Council did not want to hear appeals of Planning Commission recommendations to the Borough on platting matters. The Borough has not delegated platting powers to the City. Therefore, the Planning Commission in this case is advisory to the Borough, who is the final authority. The

appeal of Planning Commission recommendations on the proposed Quiet Creek Subdivision Preliminary Plat brought this issue to the forefront.

The Council suggested that rather than reconsidering Ordinance 14-32, it would be better if I simply came back with a different ordinance. The packet for this meeting contains Ordinance 14-41 which addresses the concerns expressed by the Council. Specifically, it states that Planning Commission minutes should be placed in the Council packet at the first meeting after they are prepared. This requirement should serve to keep the Council up to speed on Commission decisions, findings and actions. The ordinance keeps the language contained in Ordinance 14-32 which clarifies the duties of the Commission with respect to subdivisions and plats in order to make it consistent with the Borough Code. The ordinance also deletes the provision that says Commission recommendations on plats are forwarded to the Borough after 20 days if the Council does not disapprove.

**RECOMMENDATION:** Introduce and approve Ordinance 14-41.

**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-42**

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Legislative Grant in the Amount of \$1,430,000 for Waddell Way Road Improvement, and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting August 11, 2014 Introduction
2. City Council Regular Meeting August 25, 2014 Public Hearing and Second Reading
  - a. Substitute Ordinance 14-42(S)



**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 14-42**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, ACCEPTING AND APPROPRIATING A LEGISLATIVE GRANT IN THE AMOUNT OF \$1,430,000 FOR WADDELL WAY ROAD IMPROVEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City has been awarded a Legislative Grant in the amount of \$1,430,000 for Waddell Way Road Improvement; and

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

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

Section 1. The Homer City Council hereby accepts and appropriates a Legislative Grant in the amount of \$1,430,000 for Waddell Way Road Improvement as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
_____	Waddell Way Road Improvement	\$1,430,000

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

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

CITY OF HOMER

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

38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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

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

3 City Manager

4 **ORDINANCE 14-42(S)**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 ACCEPTING AND APPROPRIATING A LEGISLATIVE GRANT IN THE  
8 AMOUNT OF \$1,430,000 FOR WADDELL WAY ROAD  
9 IMPROVEMENT, AND AUTHORIZING THE CITY MANAGER TO  
10 EXECUTE THE APPROPRIATE DOCUMENTS.

11  
12 WHEREAS, The City has been awarded a Legislative Grant in the amount of \$1,430,000  
13 for Waddell Way Road Improvement; and

14  
15 WHEREAS, It is in the City's best interest to accept and appropriate the grant.

16  
17 NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

18  
19 Section 1. The Homer City Council hereby accepts and appropriates a Legislative  
20 Grant in the amount of \$1,430,000 for Waddell Way Road Improvement as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<b><u>151-7002</u></b>	Waddell Way Road Improvement	\$1,430,000

21  
22  
23  
24  
25 Section 2. This ordinance is a budget amendment only, is not of a permanent nature,  
26 and shall not be codified.

27  
28 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_ day of \_\_\_\_\_, 2014.

29  
30 CITY OF HOMER

31  
32  
33 \_\_\_\_\_  
34 MARY E. WYTHE, MAYOR  
35  
36  
37



38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809  
Juneau, Alaska 99811-0809  
Main: 907-465-4731  
TDD: 907-465-5437  
Fax: 907-465-5867

July 31, 2014

Jo Earls  
City of Homer  
491 East Pioneer Avenue  
Homer, AK 99603

COPY

RE: 2015 Designated Legislative Grant Agreements

Dear Ms. Earls:

Enclosed you will find 3 of agreements enclosed] grant agreements between City of Homer and the Department of Commerce, Community and Economic Development. Listed below are the projects and award amounts:

Grant Number	Project Name	Award Amount
15-DC-061	Fire Department Equipment Upgrades	\$350,000.00
15-DC-062	Waddell Way Road Improvements	\$1,405,000.00
15-DC-060	Harbor Sheet Pile Loading Dock	\$350,000.00

In order to receive grant funds, a grant agreement must be executed for each award. Please carefully review the agreements, sign, date and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, fully executed copies will be sent to you for your files.

If you have any additional questions, please contact me via phone at (907)465-4731 or email [robin.park@alaska.gov](mailto:robin.park@alaska.gov).

Sincerely,

Robin Park  
Grants Administrator II

Enclosures



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

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number 15 DC 062	Vendor Number CIH84724	Amount of State Funds \$1,405,000.00	
Encumbrance Number/AR/Lapse Date /9959/06/30/2019		Project Title Waddell Way Road Improvement	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of Homer		Name Robin Park	
Street/PO Box 491 E. Pioneer Ave.		Title Grant Administrator II	
City/State/Zip Homer, AK 99603		Street/PO Box P.O. Box 110809	
Contact Person Jo Earls		City/State/Zip Juneau, AK 99811-0809	
Phone 907-435-3110	Fax 907-235-3140	Phone (907) 465-4731	Fax (907) 465-5867
Email jearls@ci.homer.ak.us		Email robin.park@alaska.gov	

**AGREEMENT**

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

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$1,405,000.00.

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

**Section III.** The work to be performed under this Agreement begins 7/1/2014 and shall be completed no later than 6/30/2019.

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

ATTACHMENTS

Attachment A: Scope of Work

1. Project Description
2. Project Budget
3. Project Management
4. Reporting

Attachment B: Payment Method

Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

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

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$1,405,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 10, and Line 33] is to provide funding to City of Homer for use towards Waddell Way Road Improvement. The objective of this project is to construct a road on the existing Waddell right-of-way, providing an alternate route for traffic and resolving drainage issues.

This project may include, but is not limited to:

- Planning;
- Land acquisition;
- Preliminary design;
- Final design;
- Permitting;
- Public involvement;
- Bidding, and;
- Construction.

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

### 2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$1,405,000.00
Administration	\$0.00
<b>Total Grant Funds</b>	<b>\$1,405,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

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

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## **Attachment B Payment Method**

### **1. Reimbursement Payment**

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

### **2. Advance Payment**

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

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

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

### **3. Withholding of Ten Percent (10%)**

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

## Attachment C Standard Provisions

### Article 1. Definition

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

### Article 2. Indemnification

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

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

### Article 3. Legal Authority

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

### Article 4. Waivers

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

### Article 5. Access to Records

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

### Article 6. Reports

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

**Article 7. Retention of Records**

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

**Article 8. Assignability**

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

**Article 9. Financial Management and Accounting**

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

**Article 10. Program Income**

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

**Article 11. Amendments and Modifications**

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

**Article 12. Recordkeeping**

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

**Article 13. Obligations Regarding Third-Party Relationships**

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

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

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

**Article 14. Conflict of Interest**

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



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

**Article 15. Political Activity**

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

**Article 16. Notices**

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

**Article 17. Prohibition Against Payment of Bonus or Commission**

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

**Article 18. Termination by Mutual Agreement**

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

**Article 19. Termination for Cause**

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

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

**Article 20. Withdrawal of Funds**

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

**Article 21. Recovery of Funds**

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

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

**Article 22. Disputes**

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

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

**Article 23. Jurisdiction**

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

**Article 24. Ownership of Project/Capital Facilities**

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

**Article 25. Site Control**

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

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

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant 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.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

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

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

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

**Article 28. Governing law**

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

**Article 29. Budget Flexibility**

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

**Article 30. Equal Employment Opportunity (EEO)**

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

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

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

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

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

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

**Article 32. Operation and Maintenance**

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

**Article 33. Assurance**

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

**Article 34. Current Prevailing Rates of Wage**

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

**Article 35. Severability**

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

**Article 36. Performance**

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

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

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

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

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

## Appendix A State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

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

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

### **Restriction on Use—AS 37.05.321**

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

### **Hiring Preferences—AS 36.10**

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

### **Historic Preservation Act—AS 41.35**

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

### **Fire Protection—AS 18.70**

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

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

### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

#### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

#### **Permits and Environmental Procedures**

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

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

**CITY OF HOMER  
PROJECT NUMBER & BUDGET FORM**

*This section to be completed by Finance*

Special Project Number 151-7002 DATE 8/8/2014  
 GL Activity Task Number \_\_\_\_\_

Project Name: Waddell Way Road Improvements  
 Activity Task Name: \_\_\_\_\_  
 Project Start Date: 9/1/2014 Project End Date: 6/30/2019

Project Description: Planning, land acquisition, design, permitting, public involvement, bidding, and construction of road, water, sewer, storm drainage, pedestrian and lighting improvements for Waddell Way from Lake Street west to Heath Street and south to the Sterling Highway

Funding Source(s): State Legislative Grant = \$1,405,000.00

Other Comments: Legislative Grant 15-DC-062 Project description is for Planning, Land Acquisition, Design, Permitting, Public Involvement, Bidding, and construction of Waddell Way Road. NO UTILITIES

Codes	Expense Description	Project Budget	
		Grant Budget	Local Funds (if Required)
5101/2	Project -Salaries & Benefits	\$ 70,000.00	_____
5202	Materials	_____	_____
5210	Professional Services	_____	_____
	Project Management	_____	_____
	Inspection	60,000.00	_____
5212	Engr / Arch / Design	140,000.00	_____
5216	Postage / Freight	_____	_____
5227	Advertising	_____	_____
5261	Construction	1,120,000.00	_____
5262	Contingency	15,000.00	_____
5901	c/o Equipment, Furnishing >\$1,000	_____	_____
5903	c/o Buildings & Improve >\$1,000	_____	_____
<b>Funding Budget Totals</b>		<b>1,405,000.00</b>	<b>-</b>
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 1,405,000.00</b>	

**Approvals**

Requesting Department/Project Manager \_\_\_\_\_ Date 8/8/14  
 Finance Department \_\_\_\_\_ Date 8/11/14  
 City Manager \_\_\_\_\_ Date 8/8/14

Resolution : \_\_\_\_\_ Ordinance: \_\_\_\_\_

*This section to be completed by Finance*

Project Number/Budget Scanned & E-mailed to:  
 City Clerk: 8/11/2014 Date & Initial \_\_\_\_\_ Requesting Dept: 8/11/2014 Date & Initial \_\_\_\_\_  
 \_\_\_\_\_ Date & Initial \_\_\_\_\_  
 \_\_\_\_\_ Date & Initial \_\_\_\_\_  
 Scanned to "Y" drive: \_\_\_\_\_





**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-43**

An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for Fire Department Equipment Upgrades, and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting August 11, 2014 Introduction
2. City Council Regular Meeting August 25, 2014 Public Hearing and Second Reading
  - a. Substitute Ordinance 14-43(S)



**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 14-43**

AN ORDINANCE OF THE HOMER CITY COUNCIL ACCEPTING AND APPROPRIATING A LEGISLATIVE GRANT FROM THE STATE OF ALASKA IN THE AMOUNT OF \$350,000 FOR FIRE DEPARTMENT EQUIPMENT UPGRADES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City has been awarded a Legislative Grant in the amount of \$350,000 for Fire Department Equipment Upgrades; and

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

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

Section 1. The Homer City Council hereby accepts and appropriates a Legislative Grant in the amount of \$350,000 for Fire Department Equipment Upgrades as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
_____	Fire Department Equipment Upgrades	\$350,000

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

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

CITY OF HOMER

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

38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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

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

3 City Manager

4 **ORDINANCE 14-43(S)**

5  
6 AN ORDINANCE OF THE HOMER CITY COUNCIL ACCEPTING AND  
7 APPROPRIATING A LEGISLATIVE GRANT FROM THE STATE OF  
8 ALASKA IN THE AMOUNT OF \$350,000 FOR FIRE DEPARTMENT  
9 EQUIPMENT UPGRADES, AND AUTHORIZING THE CITY MANAGER  
10 TO EXECUTE THE APPROPRIATE DOCUMENTS.

11  
12 WHEREAS, The City has been awarded a Legislative Grant in the amount of \$350,000  
13 for Fire Department Equipment Upgrades; and

14  
15 WHEREAS, It is in the City's best interest to accept and appropriate the grant.

16  
17 NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

18  
19 Section 1. The Homer City Council hereby accepts and appropriates a Legislative  
20 Grant in the amount of \$350,000 for Fire Department Equipment Upgrades as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<b><u>151-7001</u></b>	Fire Department Equipment Upgrades	\$350,000

21  
22  
23  
24  
25  
26 Section 2. This ordinance is a budget amendment only, is not of a permanent nature,  
27 and shall not be codified.

28  
29 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_ day of \_\_\_\_\_, 2014.

30  
31 CITY OF HOMER

32  
33  
34 \_\_\_\_\_  
35 MARY E. WYTHE, MAYOR  
36  
37

38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809  
Juneau, Alaska 99811-0809  
Main: 907-465-4731  
TDD: 907-465-5437  
Fax: 907-465-5867

July 31, 2014

Jo Earls  
City of Homer  
491 East Pioneer Avenue  
Homer, AK 99603

COPY

RE: 2015 Designated Legislative Grant Agreements

Dear Ms. Earls:

Enclosed you will find 3 of agreements enclosed] grant agreements between City of Homer and the Department of Commerce, Community and Economic Development. Listed below are the projects and award amounts:

Grant Number	Project Name	Award Amount
15-DC-061	Fire Department Equipment Upgrades	\$350,000.00
15-DC-062	Waddell Way Road Improvements	\$1,405,000.00
15-DC-060	Harbor Sheet Pile Loading Dock	\$350,000.00

In order to receive grant funds, a grant agreement must be executed for each award. Please carefully review the agreements, sign, date and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, fully executed copies will be sent to you for your files.

If you have any additional questions, please contact me via phone at (907)465-4731 or email [robin.park@alaska.gov](mailto:robin.park@alaska.gov).

Sincerely,

Robin Park  
Grants Administrator II

Enclosures





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

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number 15-DC-060	Vendor Number CIII84724	Amount of State Funds \$350,000.00	
Encumbrance Number/AR/Lapse Date /9957/06/30/2019		Project Title Fire Department Equipment Upgrades	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of Homer		Name Robin Park	
Street/PO Box 491 E. Pioneer Ave.		Title Grant Administrator II	
City/State/Zip Homer, AK 99603		Street/PO Box P.O. Box 110809	
Contact Person Jo Earls		City/State/Zip Juneau, AK 99811-0809	
Phone 907-435-3110	Fax 907-235-3140	Phone (907) 465-4731	Fax (907) 465-5867
Email jearls@ci.homer.ak.us		Email robin.park@alaska.gov	

**AGREEMENT**

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

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$350,000.00.

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

**Section III.** The work to be performed under this Agreement begins 7/1/2014 and shall be completed no later than 6/30/2019.

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

ATTACHMENTS

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

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

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

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$350,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 10, and Line 29] is to provide funding to City of Homer for use towards Fire Department Equipment Upgrades. The objective of this project is to refurbish a fire engine and tanker.

This project may include, but is not limited to:

- Engine refurbishment;
- Tanker refurbishment, and
- Equipment.

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

### 2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$350,000.00
Administration	\$0.00
<b>Total Grant Funds</b>	<b>\$350,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.

The Grantee must establish and maintain separate accounting for the use of this Grant. The use of Grant funds in any manner contrary to the terms and conditions of this Grant Agreement may result in the subsequent

revocation of the Grant and any balance of funds under the Grant. It may also result in the Grantee being required to return such amounts to the State.

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## Attachment B Payment Method

### 1. Reimbursement Payment

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

### 2. Advance Payment

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

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

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

### 3. Withholding of Ten Percent (10%)

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

## Attachment C Standard Provisions

### Article 1. Definition

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

### Article 2. Indemnification

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

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

### Article 3. Legal Authority

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

### Article 4. Waivers

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

### Article 5. Access to Records

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

### Article 6. Reports

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

**Article 7. Retention of Records**

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

**Article 8. Assignability**

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

**Article 9. Financial Management and Accounting**

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

**Article 10. Program Income**

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

**Article 11. Amendments and Modifications**

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

**Article 12. Recordkeeping**

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

**Article 13. Obligations Regarding Third-Party Relationships**

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

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

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

**Article 14. Conflict of Interest**

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

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

**Article 15. Political Activity**

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

**Article 16. Notices**

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

**Article 17. Prohibition Against Payment of Bonus or Commission**

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

**Article 18. Termination by Mutual Agreement**

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

**Article 19. Termination for Cause**

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

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

**Article 20. Withdrawal of Funds**

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

**Article 21. Recovery of Funds**

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

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

**Article 22. Disputes**

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

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

**Article 23. Jurisdiction**

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

**Article 24. Ownership of Project/Capital Facilities**

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

**Article 25. Site Control**

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

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

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant 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.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.



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

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

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

**Article 28. Governing law**

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

**Article 29. Budget Flexibility**

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

**Article 30. Equal Employment Opportunity (EEO)**

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

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

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

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

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

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

**Article 32. Operation and Maintenance**

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

**Article 33. Assurance**

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

**Article 34. Current Prevailing Rates of Wage**

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

**Article 35. Severability**

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

**Article 36. Performance**

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

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

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

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.

- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

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

## Appendix A State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

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

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

### **Restriction on Use—AS 37.05.321**

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

### **Hiring Preferences—AS 36.10**

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

### **Historic Preservation Act—AS 41.35**

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

### **Fire Protection—AS 18.70**

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

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

### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

### **Permits and Environmental Procedures**

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

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

CITY OF HOMER  
PROJECT NUMBER & BUDGET FORM

*This section to be completed by Finance*

Special Project Number 151-7001 DATE 11 August 2014  
GL Activity Task Number \_\_\_\_\_

Project Name: Fire Department Equipment Upgrades  
Activity Task Name: Vehicle Refurbishment  
Project Start Date: 10/1/2014 Project End Date: 8/30/2015

Project Description:  
Perform an NFPA Level II refurbishment on Engine 4 and Tanker 2.

Funding Source(s): Grant award - Legislative Grant 15-DC-061

Other Comments:  
\_\_\_\_\_  
\_\_\_\_\_

Codes	Expense Description	Project Budget	
		Grant Budget	Local Funds (if Required)
5207	Vehicle Maintenance	\$ 330,000.00	_____
5231	Tools/Equipment	20,000.00	_____
		_____	_____
		_____	_____
		_____	_____
		_____	_____
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		_____	_____
		_____	_____
		_____	_____
		_____	_____
Funding Budget Totals		350,000.00	_____
<b>TOTAL PROJECT BUDGET</b>		<b>350,000</b>	_____

**Approvals**

Robert Parks Requesting Department/Project Manager Date 8-11-14  
[Signature] Finance Department Date 8-11-14  
[Signature] City Manager Date 8/11/14

Resolution : \_\_\_\_\_ Ordinance: \_\_\_\_\_

*This section to be completed by Finance*

Project Number/Budget Scanned & E-mailed to:  
City Clerk: 8/11/2014 Requesting Dept: 8/11/2014  
Date & Initial Date & Initial  
Date & Initial Date & Initial  
Scanned to "Y" drive: \_\_\_\_\_



**ORDINANCE REFERENCE SHEET**  
**2014 ORDINANCE**  
**ORDINANCE 14-44**

An Ordinance of the Homer City Council Accepting and Appropriating a Legislative Grant From the State of Alaska in the Amount of \$350,000 for the Harbor Sheet Pile Loading Dock, and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting August 11, 2014 Introduction
2. City Council Regular Meeting August 25, 2014 Public Hearing and Second Reading
  - a. Substitute Ordinance 14-44(S)





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

3 City Manager

4 **ORDINANCE 14-44**

5  
6 AN ORDINANCE OF THE HOMER CITY COUNCIL ACCEPTING AND  
7 APPROPRIATING A LEGISLATIVE GRANT FROM THE STATE OF  
8 ALASKA IN THE AMOUNT OF \$350,000 FOR THE HARBOR SHEET  
9 PILE LOADING DOCK, AND AUTHORIZING THE CITY MANAGER TO  
10 EXECUTE THE APPROPRIATE DOCUMENTS.

11  
12 WHEREAS, The City has been awarded a Legislative Grant in the amount of \$350,000  
13 for the Harbor Sheet Pile Loading Dock; and

14  
15 WHEREAS, It is in the City's best interest to accept and appropriate the grant.

16  
17 NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

18  
19 Section 1. The Homer City Council hereby accepts and appropriates a Legislative  
20 Grant in the amount of \$350,000 for the Harbor Sheet Pile Loading Dock as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
_____	Harbor Sheet Pile Loading Dock	\$350,000

21  
22  
23  
24  
25 Section 2. This ordinance is a budget amendment only, is not of a permanent nature,  
26 and shall not be codified.

27  
28 ENACTED BY THE HOMER CITY COUNCIL this \_\_\_ day of \_\_\_\_\_, 2014.

29  
30 CITY OF HOMER

31  
32  
33 \_\_\_\_\_  
34 MARY E. WYTHE, MAYOR  
35  
36  
37

38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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

CITY OF HOMER  
HOMER, ALASKA

City Manager

**ORDINANCE 14-44(S)**

AN ORDINANCE OF THE HOMER CITY COUNCIL ACCEPTING AND APPROPRIATING A LEGISLATIVE GRANT FROM THE STATE OF ALASKA IN THE AMOUNT OF \$350,000 FOR THE HARBOR SHEET PILE LOADING DOCK, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City has been awarded a Legislative Grant in the amount of \$350,000 for the Harbor Sheet Pile Loading Dock; and

WHEREAS, It is in the City’s best interest to accept and appropriate the grant.

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

Section 1. The Homer City Council hereby accepts and appropriates a Legislative Grant in the amount of \$350,000 for the Harbor Sheet Pile Loading Dock as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
<b>415-0937</b>	Harbor Sheet Pile Loading Dock	\$350,000

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

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

CITY OF HOMER

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

38 ATTEST:

39

40

41 \_\_\_\_\_

42 JO JOHNSON, MMC, CITY CLERK

43

44 YES:

45 NO:

46 ABSENT:

47 ABSTAIN:

48

49 First Reading:

50 Public Hearing:

51 Second reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Walt Wrede, City Manager

58

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

60

61

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

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



THE STATE  
of **ALASKA**  
GOVERNOR SEAN PARNELL

Department of Commerce, Community,  
and Economic Development

DIVISION OF COMMUNITY AND REGIONAL AFFAIRS

P.O. Box 110809  
Juneau, Alaska 99811-0809  
Main: 907-465-4731  
TDD: 907-465-5437  
Fax: 907-465-5867

July 31, 2014

Jo Earls  
City of Homer  
491 East Pioneer Avenue  
Homer, AK 99603

**COPY**

RE: 2015 Designated Legislative Grant Agreements

Dear Ms. Earls:

Enclosed you will find 3 of agreements enclosed] grant agreements between City of Homer and the Department of Commerce, Community and Economic Development. Listed below are the projects and award amounts:

Grant Number	Project Name	Award Amount
15-DC-061	Fire Department Equipment Upgrades	\$350,000.00
15-DC-062	Waddell Way Road Improvements	\$1,405,000.00
15-DC-060	Harbor Sheet Pile Loading Dock	\$350,000.00

In order to receive grant funds, a grant agreement must be executed for each award. Please carefully review the agreements, sign, date and return. Faxed or emailed copies will not be accepted. Upon receipt and approval, fully executed copies will be sent to you for your files.

If you have any additional questions, please contact me via phone at (907)465-4731 or email [robin.park@alaska.gov](mailto:robin.park@alaska.gov).

Sincerely,

Robin Park  
Grants Administrator II

Enclosures



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

Designated Legislative Grant Program  
Grant Agreement

Grant Agreement Number 15-DC-061	Vendor Number CIH84724	Amount of State Funds \$350,000.00	
Encumbrance Number/AR/Lapse Date /9958/06/30/2019		Project Title Harbor Sheet Pile Loading Dock	
<b>Grantee</b>		<b>Department Contact Person</b>	
Name City of Homer		Name Robin Park	
Street/PO Box 491 E. Pioneer Ave.		Title Grant Administrator II	
City/State/Zip Homer, AK 99603		Street/PO Box P.O. Box 110809	
Contact Person Jo Earls		City/State/Zip Juneau, AK 99811-0809	
Phone 907-435-3110	Fax 907-235-3140	Phone (907) 465-4731	Fax (907) 465-5867
Email jearls@ci.homer.ak.us		Email robin.park@alaska.gov	

**AGREEMENT**

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

**Section I.** The Department shall pay the Grantee for the performance of the project work under the terms outlined in this Agreement. The amount of the payment is based upon project expenses incurred, which are authorized under this Agreement. In no event shall the payment exceed \$350,000.00.

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

**Section III.** The work to be performed under this Agreement begins 7/1/2014 and shall be completed no later than 6/30/2019.

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

ATTACHMENTS

Attachment A: Scope of Work

1. Project Description
2. Project Budget
3. Project Management
4. Reporting

Attachment B: Payment Method

Attachment C: Standard Provisions

AMENDMENTS

Any fully executed amendments to this Agreement

APPENDIX

Appendix A: State Laws and Regulations

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

## Attachment A Scope of Work

### 1. Project Description

The purpose of this FY 2015 Designated Legislative Grant in the amount of \$350,000.00 [pursuant to the provisions of AS 37.05.315, Grants to Municipalities, SLA 2014, SB 119, Chapter 18, Section 1, Page 10, and Line 31] is to provide funding to City of Homer for use towards Harbor Sheet Pile Loading Dock. The objective of this project is to construct a sheet pile pier on the east side of the Homer Small Boat Harbor for loading and unloading of heavy freight.

This project may include, but is not limited to:

- Engineering and design
- Permitting
- Bid-ready documents
- Construction

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

### 2. Project Budget

Cost Category	Total Project Costs
Project Funds	\$350,000.00
Administration	\$0.00
<b>Total Grant Funds</b>	<b>\$350,000.00</b>

### 3. Project Management

This project will be managed by the Grantee.

Signatory authority for execution of the Grant Agreement and subsequent amendments is granted to the chief administrator. For grants appropriated to a municipality, the mayor is the chief administrator unless the municipality operates a managerial form of government; then the city manager/administrator acts as the chief administrator. For named recipients and unincorporated communities, the executive director or highest ranking official will act as chief administrator.

The chief administrator may delegate authority for executing the Grant Agreement and amendments to others within the Grantee's organization via the Signatory Authority Form. The chief administrator also designates financial and performance progress reporting authority via the Signatory Authority Form. Such delegation is limited to others within the Grantee's organization unless otherwise approved by the Department.



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

If applicable under state law, grantees must be registered and in good standing with the Department of Commerce, Community and Economic Development's Division of Corporations, Business and Professional Licensing.

#### **4. Reporting**

The Grantee shall submit a Designated Legislative Grant Financial/Progress Report Form provided by the Department each month, or quarterly, with the concurrence of the Department, during the life of the Grant Agreement. Grant Financial/Progress Report Forms are due thirty (30) days after the end of the month or quarter being reported. The report period is the first of the month through the last day of the month. If quarterly reporting is approved, the report period is the first day of the first month through the last day of the third month of the quarter. The final Financial/Progress Reports must be submitted within thirty (30) days following completion of the project.

## Attachment B Payment Method

### 1. Reimbursement Payment

Upon receiving and approving a Grantee's Financial/Progress Report, the Department will reimburse the Grantee for expenditures paid during the reporting period, in accordance with this Grant Agreement. The Department will not reimburse without approved Financial/Progress Reports, prepared and submitted by the Grantee on the form provided by the Department. Before approving the financial/progress report for payment, the Department may require the Grantee to submit documentation of the costs reported (e.g., copies of vendor billings/invoices and proof of payment, general ledger expenditure report).

### 2. Advance Payment

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

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

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

### 3. Withholding of Ten Percent (10%)

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

## Attachment C Standard Provisions

### Article 1. Definition

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

### Article 2. Indemnification

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

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

### Article 3. Legal Authority

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

### Article 4. Waivers

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

### Article 5. Access to Records

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

### Article 6. Reports

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

**Article 7. Retention of Records**

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

**Article 8. Assignability**

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

**Article 9. Financial Management and Accounting**

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

**Article 10. Program Income**

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

**Article 11. Amendments and Modifications**

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

**Article 12. Recordkeeping**

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

**Article 13. Obligations Regarding Third-Party Relationships**

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

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

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

**Article 14. Conflict of Interest**

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

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

**Article 15. Political Activity**

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

**Article 16. Notices**

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

**Article 17. Prohibition Against Payment of Bonus or Commission**

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

**Article 18. Termination by Mutual Agreement**

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

**Article 19. Termination for Cause**

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

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

**Article 20. Withdrawal of Funds**

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

**Article 21. Recovery of Funds**

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

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

**Article 22. Disputes**

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

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

**Article 23. Jurisdiction**

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

**Article 24. Ownership of Project/Capital Facilities**

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

**Article 25. Site Control**

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

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

**Article 26. Insurance**

The Grantee is responsible for obtaining any necessary liability insurance and maintain in force at all times during the performance of this Grant Agreement the insurance policies identified below. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under Alaska Statute AS 21. The Grantee shall require any contractor hired to work on the project be licensed, bonded and insured for at least the amount of the project and if appropriate provide and maintain Professional Liability Insurance.

- A. Workers' Compensation Insurance for all employees engaged in work under this Grant 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.
- B. Commercial General Liability Insurance covering all business premises and operations used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$300,000 combined single limit per occurrence and annual aggregates where applicable.
- C. Comprehensive Automobile Liability Insurance covering all vehicles used by the Grantee in the performance of this project and Grant Agreement with coverage limits not less than \$100,000 per person/\$300,000 per occurrence bodily injury and \$50,000.00 property damage.

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

<b>Contract Amount</b>	<b>Minimum Required Limits</b>
Under \$100,000	\$100,000 per occurrence/annual aggregate

**Article 27. Subcontracts for Engineering Services**

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

**Article 28. Governing law**

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

**Article 29. Budget Flexibility**

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

**Article 30. Equal Employment Opportunity (EEO)**

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

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

The Grantee shall include the provisions of this EEO article in every contract relating to this Grant Agreement and shall require the inclusion of these provisions in every agreement entered into by any of its contractors, so that those provisions will be binding upon each contractor or subcontractor.

**Article 31. Public Purposes**

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

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

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

**Article 32. Operation and Maintenance**

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

**Article 33. Assurance**

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

**Article 34. Current Prevailing Rates of Wage**

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

**Article 35. Severability**

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

**Article 36. Performance**

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

**Article 37. Sovereign Immunity**

If the Grantee is an entity which possesses sovereign immunity, it is a requirement of this grant that the Grantee irrevocably waive its sovereign immunity with respect to state enforcement of this Grant Agreement. The waiver of sovereign immunity, effected by resolution of the entity's governing body, is herein incorporated into this Grant Agreement.

**Article 38. Audit Requirements**

The grantee must comply with the audit requirements of the Alaska Administrative Code set forth in **2AAC45.010. AUDIT REQUIREMENTS**. An entity that expends a cumulative or total, equal to the state single audit threshold during the fiscal year is required to have a state single audit. A copy of the most current **2AAC45.010** adopted regulations is available at the Alaska Department of Administration's State Single Audit website: <http://doa.alaska.gov/dof/ssa/index.html>.

Current audit compliance supplements and guides specific to programs under AS 37.05.315 Grants to Municipalities, AS 37.05.316 Grants to Named Recipients, and AS 37.05.317 Grants to Unincorporated Communities can be found at <http://doa.alaska.gov/dof/ssa/2014auditsuppl.html#dept08>

**Article 39. Close-Out**

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

- A. All costs to be paid with grant funds have been incurred with the exception of close-out costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.



- B. The last required performance report has been submitted. The Grantee's failure to submit a report will not preclude the Department from effecting close-out if it is deemed to be in the State's interest. Any excess grant amount that may be in the Grantee's possession shall be returned by the Grantee in the event of the Grantee's failure to finish or update the report.
- C. Other responsibilities of the Grantee under this Grant Agreement and any close-out agreement and applicable laws and regulations appear to have been carried out satisfactorily or there is no further State interest in keeping the grant open for the purpose of securing performance.

**Article 40. Americans with Disabilities Act**

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

## Appendix A State Laws and Regulations and Permits

Grantees are responsible for all applicable state laws, regulations and permits; including but not limited to the following list which most commonly affects Grantees.

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

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

### **Restriction on Use—AS 37.05.321**

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

### **Hiring Preferences—AS 36.10**

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

### **Historic Preservation Act—AS 41.35**

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

### **Fire Protection—AS 18.70**

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

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

### **Procurement Preference for State Agricultural and Fisheries Products—AS 29.71.040**

This chapter of the Alaska Statutes applies to municipalities that use state funds to purchase agricultural and fisheries products. The law requires:

1. When agricultural products are purchased, only such products harvested in the state shall be purchased whenever priced no more than seven percent above products harvested outside the state, and of like quality compared with agricultural products harvested outside the state.
2. When fisheries products are purchased, only fisheries products harvested or processed within the jurisdiction of the state shall be purchased whenever priced no more than seven percent above products harvested or processed outside

the jurisdiction of the state, available, and of like quality compared with fisheries products harvested or processed outside the jurisdiction of the state.

### **Alaska Product Preferences—AS 36.15**

This chapter of the Alaska Statutes applies to projects financed by state money in which the use of timber, lumber, and manufactured lumber products is required, only timber, lumber and manufactured lumber projects originating in this state from local forests shall be used wherever practicable. The law requires the insertion of this clause in calls for bids and in all contracts awarded.

### **Permits and Environmental Procedures**

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

- Air Emissions Permit
- Anadromous Fish Protection Permit
- Authorization for Tidelands Transportation
- Brine or Other Salt Water Waste Disposal Permit
- Burning Permit during Fire Season
- Coal Development Permit
- Critical Habitat Area Permit
- Dam Construction Permit
- Driveway Permit
- Encroachment Permit
- Miscellaneous State Land Use Permit
- Mineral and Geothermal Prospecting Permits
- Occupied Tide and Submerged Land
- Open Burning Permit
- Permit for Use of Timber or Materials
- Permit to Appropriate Water
- Pesticides Permit
- Preferred Use Permit
- Right-of-Way and Easement Permits
- Solid Waste Disposal
- Special Land Use Permit
- State Game Refuge Land Permit
- State Park Incompatible Use Permit
- Surface Oiling Permit
- Surface Use Permit
- Tide and Submerged Lands Prospecting Permit
- Tidelands Permit
- Tidelands Right-of-Way or Easement Permit
- Utility Permit
- Waste Water Disposal Permit
- Water Well Permit

**CITY OF HOMER  
PROJECT NUMBER & BUDGET FORM**

*This section to be completed by Finance*

Special Project Number 415-0937 DATE 8/8/2014  
 GL Activity Task Number \_\_\_\_\_

Project Name: Homer Harbor Sheet Pile Loading Dock  
 Activity Task Name: \_\_\_\_\_  
 Project Start Date: 9/1/2014 Project End Date: 6/30/2019

Project Description: Construct a sheet pile loading dock at the south east corner of the Homer Harbor adjacent to the existing barg landing ramp.

Funding Source(s): State Legislative Grant = \$350,000.00

Other Comments:

Codes	Expense Description	Project Budget	
		Grant Budget	Local Funds (if Required)
5101/2	Project -Salaries & Benefits	\$ 17,500.00	_____
5202	Materials	_____	_____
5210	Professional Services	_____	_____
	Project Management	_____	_____
	Inspection	14,000.00	_____
5212	Engr / Arch / Design	35,000.00	_____
5216	Postage / Freight	_____	_____
5227	Advertising	_____	_____
5261	Construction	280,000.00	_____
5262	Contingency	3,500.00	_____
5901	c/o Equipment, Furnishing >\$1,000	_____	_____
5903	c/o Buildings & Improve >\$1,000	_____	_____
Funding Budget Totals		350,000.00	-
<b>TOTAL PROJECT BUDGET</b>		<b>\$ 350,000.00</b>	

**Approvals**

Requesting Department/Project Manager \_\_\_\_\_ Date 8/8/14  
 Finance Department \_\_\_\_\_ Date 8/11/14  
 City Manager \_\_\_\_\_ Date 8/8/14

Resolution : \_\_\_\_\_ Ordinance: \_\_\_\_\_

*This section to be completed by Finance*

Project Number/Budget Scanned & E-mailed to:  
 City Clerk: 8/11/2014 Date & Initial \_\_\_\_\_ Requesting Dept: Harbor 8/11/2014 Date & Initial \_\_\_\_\_  
 \_\_\_\_\_ Date & Initial \_\_\_\_\_ PW 8/11/2014 Date & Initial \_\_\_\_\_  
 Scanned to "Y" drive: \_\_\_\_\_



# ORDINANCE(S)



# CITY MANAGER'S REPORT







# City of Homer

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

## Office of the City Manager

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### MANAGER'S REPORT

August 25, 2014

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

**FROM:** WALT WREDE

#### UPDATES / FOLLOW-UP

NOTE: Some of these items appeared in the last report. I have updated them and brought them back in case the Council wanted to discuss.

1. Ocean Drive Paving and Striping: At the last meeting, Sean Baski, DOT/PF Project Manager, made a presentation on the Ocean Drive repaving job. The emphasis was on proposed improvements targeting pedestrian and biker safety. Sean stayed for the entire meeting and took notes on the comments provided by the Council and those public members who testified. Several days later, after consulting with his colleagues at DOT/PF, Sean called me to provide answers and responses. Following is a summary of those responses:
  - Shoulder Maintenance: Several members of the public who testified said that safety for bikers would be improved if the shoulders were swept and the edges maintained. The response is that DOT/PF maintenance staff is aware of this and they do the best they can. They have other much higher maintenance priorities and like the City, they are faced with staffing and budget constraints.
  - Shoulder Extension on Causeway: During the public comments, it was suggested that the shoulder on the North side of the road should be extended across the causeway to make an easy connection with the trail that begins near McDonalds. The response is that expanding the paved footprint is not part of the project and cannot be funded under the repaving program. Sean also noted that doing that would likely require widening the causeway as much as 8 feet into the lake and replacing the outfall pipes. This would be very expensive. If the City wanted to pursue this idea further, it could consider nominating it for a STIP project or making a capital request to the Legislature.
  - Sidewalks: Several people inquired about separated sidewalks, perhaps elevated with curbs and gutters. Again, this goes beyond the scope of the project and could not be funded under the current program. The STIP Program, the HSIP Program, and CIP requests to the Legislature are some of the funding possibilities. DOT/PF would also be open to the City funding that improvement itself however, under the current program rules, HART Funds cannot be used on a State Road. Sean cited engineering and design considerations that

would have to be addressed including drainage in a very flat area and restricting driveway access for local businesses to defined ingress and egress points. We agreed that some business owners might object to that but it would definitely improve safety overall, for everyone, including motorists.

- Crosswalk: In response to comments by both the Council and the public, the crosswalk has been moved from Lake Street at the curve to Lampert Lane.
- Public Input: Several people commented that it was unfortunate that the public only had the opportunity to comment now, when the project is already underway. Sean said that this project, because it was a simple repaving project, did not follow the normal nomination process. Repaving projects are nominated by DOT/PF maintenance personnel and once the projects are nominated, there is a short window for construction and pressure to get these jobs under contract and out the door quickly. Repaving jobs are basically maintenance and do not have the long lead times for planning, engineering, scoping that other construction projects have. What made this repaving project a little different was the proposed safety improvements. Even though this was a compressed timeframe, DOT/PF had an open house and a comment period, and it worked closely with City staff members. I told Sean that I felt bad that the City administration did not bring the work on Ocean Drive to the attention of the Council sooner. The proposed changes seemed logical and good to the staff (the shoulders more so than the crosswalk locations) and there appeared to be support from user groups.
- Diagonal Striping / Bold Striping at Outer Edge of Driving Lane: Demarcation of the shoulders was mentioned several times. Diagonal striping in the shoulder area and bolder, wider striping at the outer edge of the drive lane was suggested. Sean referred to the engineering and design manuals and standards that he had to comply with. There are nationwide standards that apply to diagonal striping and 8 inch striping. Those tools are used in specific situations and to use them here would be inappropriate. The driving public benefits from standardization and they should have certain expectations when they see specific things, like diagonal stripes. Diagonal stripes are used to visually separate driving lanes from bike lanes. They are five feet wide. If you did that here, you would be left with only one foot and bike lane.
- Safety Generally: There was a lot of discussion about the fact that drivers don't respect crosswalks in Homer. The crosswalks on the Sterling Highway received particular attention. Sean pointed out that pedestrian and bike safety at crosswalks is dependent upon three equally important things, engineering, enforcement, and education. DOT/PF is primarily responsible for the engineering component of that formula. Enforcement and education requires a concerted effort and commitment by the community. DOT/PF has an active education campaign via the Alaska Highway Safety Office which targets programs where they get the most "bang for the buck" in saving lives and preventing injuries. Sean noted that the new traffic signal soon to be constructed at the intersection of Main Street and the Sterling Highway should help because it will slow drivers down and provide breaks in the traffic.
- Flashing Signs / Push Button Signs at Crosswalks: It was suggested that flashing or push button crosswalk signs be installed. Sean's response is the state's regional traffic engineer is currently drafting criteria and guidelines for their use in Alaska. There would have to be certain traffic studies and triggers to be met before they would be used. Sean suggested that after studies are completed, the HSIP program might be a source of construction funds and

that if this was a priority for the Council, it should inform the Regional Planner and Regional Traffic Engineer.

2. 2017 Board of Fish meetings: On October 17 and 18, the Board of Fisheries will hold a workshop in Juneau. One of the things on the Board's Agenda is scheduling the 2017 Upper Cook Inlet Board meetings. The Board has a tendency to want to have these meetings in Anchorage. It would not surprise me if Mat-Su representatives push to have the meetings up there. The Kenai Peninsula Borough and the Cities of Kenai, Soldotna, Seward, and Homer have been talking internally about a joint resolution requesting that the meetings be held on the Kenai Peninsula. The City of Kenai attorney is currently working on a resolution. One discussion we are having is whether to offer a specific location possible location in each community or just keep it general, anywhere on the Peninsula. You can expect to see this resolution on the September 8<sup>th</sup> agenda. Let me know if you would like to discuss further.
3. Natural Gas Update: At the July 28<sup>th</sup> meeting I provided the Council with a Gas Distribution System Report. I would like to provide an update on that report. First, the contract. The City signed a "not to exceed" contract with Enstar in the amount of \$12,160,632. The bulk of the distribution system work was essentially complete by the end of July. We recently paid the July invoice and so far, the City has paid a cumulative total of \$11,657,047. Some limited work has continued into August and additional costs to be reimbursed are anticipated. At the end of August we should have a much more definitive picture of where we are. Second, the Report I provided on July 28 contained a section called Next Steps which included tasks and target completion dates. Based upon further consultation with Enstar, City staff, and the City Attorney, I would like to amend the target completion dates. The new target completion dates are:

<u>Task</u>	<u>Target Completion Date</u>
Calculate Final Project Costs	September 30, 2014
Reconcile Properties Served	September 30, 2014
Recommendation / Council Action/Condo Assessments	October 13, 2014
Recommendation / Council Action / Free Main Allowance	October 13, 2014
Set Up / Test New SAD Software	October 30, 2014
Final Assessment Roll Introduced (HCC 17.04.070)	January 12, 2015
Assessment Roll Approval Process (HCC 17.04.070-090)	January-March 2015
Assessments Mailed to Property Owners	March-April 2015

4. Strategic Planning: Attached is a memorandum from Katie Koester regarding strategic planning. A consultant has been selected by the review team. Due to timing concerns, we need to notify the consultant as soon as possible in order to make the selected date work. We need to move

fast but we have some associated issues we need to discuss including budget/appropriation and contract award, etc.

### **ATTACHMENTS**

1. Memorandum 14-129 from Community and Economic Development Coordinator, Re: Strategic Implementation Planning.
2. Memorandum 14-130 from Port Director/Harbormaster, Re: Harbor Improvements Construction Schedule.



# City of Homer

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

Administration

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Homer, Alaska 99603

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## Memorandum 14-129

TO: Mayor Wythe and Homer City Council  
THROUGH: Walt Wrede, City Manager  
FROM: Katie Koester, Community and Economic Development Coordinator  
DATE: August 20, 2014  
SUBJECT: Strategic Implementation Planning

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The purpose of this memo is to update the Mayor and Council on Strategic Implementation Planning for the Council. Proposals were requested from three organizations: Information Insights, Agnew::Beck and University of Alaska Center for Economic Development and reviewed by the Mayor, City Manager, City Planner and Community and Economic Development Coordinator.

The University of Alaska Center for Economic Development was selected as the preferred organization to guide the Council in this process. Staff will begin working with the University on preparing for an 8 hour work session with Council on Saturday, October 25<sup>th</sup>. I have attached their proposal for your review. Please feel free to provide me with your feedback and guidance as the City moves forward with Strategic Implementation Planning.

Enc:

Strategic Implementation Planning Memo to Potential Facilitators from Community and Economic Development Coordinator

Strategic Implementation Planning Technical Assistance Proposal from the University of Alaska Center for Economic Development





# City of Homer

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## Administration

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## Memorandum

TO: Potential Facilitators

FROM: Katie Koester, Community and Economic Development Coordinator City of Homer

DATE: July 14, 2014

SUBJECT: Strategic Implementation Planning

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The purpose of this memo is to give your organization clear direction on what the City of Homer is hoping to achieve out of a facilitated strategic planning session. Input on how your organization can help guide the Council will be used to select the organization that is best able to meet the needs of the City.

Strategic planning can be very time intensive. The goal for this planning session is simpler; to build on the work that has gone into the many plans the City, with input from the public, has. Rather than a strategic plan the Council is looking for an action plan; however some strategizing needs to be done first. Rather than laying out a broad and long term vision for the City, the purpose of the 'action plan' is to lay out specific goals and steps needed to achieve them.

### Scope of Work:

The Homer City council is interested in a facilitated planning session to help narrow and target the direction and focus of the City and City projects. The City has developed many plans over the years with extensive public input. However, the need exists for a global vision on prioritizing and executing these plans. To put it bluntly, the City needs a plan for implementing the plans.

### Current plans include:

*May not be a comprehensive list*

- Comprehensive Plan (2008 adopted 2010)
- Capital Improvement Plan (updated annually)
- Water and Sewer Master Plan (2006)
- City of Homer Non-motorized Trails and Transportation Plan (2004)
- Homer Area Transportation Plan (2005)
- Comprehensive Economic Development Strategy (2011)
- Homer Spit Plan (2011)
- Homer Town Center Development Plan (2006)
- Land Allocation Plan (updated annually)



-Climate Action Plan (2007)

Others (individual park plans):

-Karen Hornaday Park Master Plan

-Diamond Creek Recreation Area Plan

The City does not expect you to be able to review all of the plans in the budget allowed for this project, nor are all the plans central to achieving the Council's targeted mission. However, part of the strategic planning process would be advising staff on how to go about tackling the goals and objectives of the Council in the most time efficient manner possible.

Time frame: The City is interested in hiring a facilitator for a one day session, approximately 8 hours. This may be followed up with a second planning session at a later date.

Dates: Weekend, second half of October, 2014.

Budget: \$5,000-\$7,000

End product: A five year action plan that prioritizes City projects and areas of focus.

Please provide brief written feedback on how you would approach strategic implementation planning with the City of Homer, what makes you qualified to facilitate the Council on that journey and your fees.

Thank you for your time and attention. Please feel free to contact me with any questions.

# City of Homer, Alaska Strategic Implementation Planning Technical Assistance Proposal

## A. CED BACKGROUND AND COMMUNITY DEVELOPMENT EXPERIENCE

The mission of the University of Alaska Center for Economic Development (UACED) is to leverage the university's many resources to facilitate economic development efforts throughout Alaska. The UACED has been providing services to tribes, regional development organizations and other non-profit or public entities throughout Alaska since 1992.

The center has a positive and solid history of providing technical assistance and applied research related to economic development specifically to communities. A partial client list is attached within the appendix of this document. To list a few outcomes specifically, the center has provided advanced technical assistance to an average of 35 clients per year or more than 600 clients since its inception.

## B. PROJECT UNDERSTANDING

The City of Homer, Alaska seeks the assistance of an outside organization to provide direction and strategy in the prioritization of existing development plans currently adopted by the City of Homer. The University of Alaska Center for Economic Development has more than two decades of experience partnering closely with Alaskan communities and municipal governments to strengthen community planning and development initiative efforts. The experience includes strategic planning and other forms of facilitation for city governments, chambers of commerce, ARDORs, and Alaska Native Corporations. Prioritization is a critical process which paves the way to effective strategy implementation. The UACED is prepared to assist in the development of a prioritized, strategy implementation plan. Through a facilitated planning session, the UACED will guide discussion in a narrowed, impactful direction, leading towards a clear and narrowed, prioritized implementation plan.

## C. REQUEST FOR ASSISTANCE AND SCOPE OF WORK

The purpose of requesting a facilitated planning and prioritization session is to ultimately create a clear and narrowed focus for City projects. This focus centers on the goal of generating an effective impact through efficient and orderly pathways, complementing diverse projects happening simultaneously, and ultimately creating the best version of the community of Homer.

To accomplish these goals, UACED intends to utilize the process of Strategic Doing to generate a clear prioritization of existing plans and focus areas. Additionally, while leading session attendees through the prioritization process, Center staff will also be training City Council and department directors in a process which can be used in the implementation phase of the prioritized projects in a very similar way in which it will be used to identify priorities. Prior to the one-day planning session, Center staff will work with point persons from the City of Homer to ensure that any agenda plans and trainings developed for the session are in accordance with desired outcomes and systems.

During the one-day session, Center staff will guide Council members through the process of meaningfully prioritizing City goals and plans and teach skills which can later be used to continue the ongoing process of reprioritization as plan adaptations need to be addressed. Center staff will deliver a written summary of the prioritization plan which will be developed during the one-day planning session. Center staff will continue to work with appointed persons at the City of Homer on an as-needed basis as plan completion and interpretation occurs.

The University of Alaska Center for Economic Development is pleased to respond to the Request for Strategic Implementation Planning for the City of Homer, Alaska. We believe that we have a team with the necessary expertise to help you accomplish your comprehensive prioritization and implementation planning goals.

We are confident that the experience and skills of the UACED team will provide you with the necessary tools you need to move forward in plan prioritization and strategy implementation.

During an 8 hour session, the UACED team will:

- Initiate prioritization process by categorizing existing plans/projects into the portfolio model of civic innovation;
- Lead a numerical prioritization exercise within one strategic quadrant which will further prioritize specific plans and projects within that quadrant, providing a starting point for all sequential prioritization of plans and projects;
- Introduce Strategic Doing as an effective process to identify, prioritize, and implement projects that align with goals identified in existing plans;
- Utilize the Strategic Doing process to collectively identify pilot projects within the chosen quadrant;
- Guide participants through an engaging and practical training on Strategic Doing as a tool to actively and continually guide ongoing prioritization and strategy implementation initiatives.

**Session participants will gain a clear initial implementation plan, and also learn critical skills in a process which will allow them to continue agilely adjusting and updating the plan to fit the ever-changing needs of their community.**

Outside of the 8 hour session, The UACED team will:

- Work directly with City point persons to develop agenda for facilitated planning session;
- Provide City Council with a brief, yet comprehensive document which details the specific outcomes of the strategy session and provides a series of recommendations which will guide the continued implementation process with the goal of a desired 5-year action plan in mind;
- Clearly outline Strategic Doing action plan which can be implemented immediately and continued indefinitely;
- Work directly with City point persons to ensure thorough understanding and interpretation of all goals and strategies;
- Work directly with City point persons to determine if additional strategy session is needed;
- Offer additional direct support on an as-needed basis during initial plan implementation period.

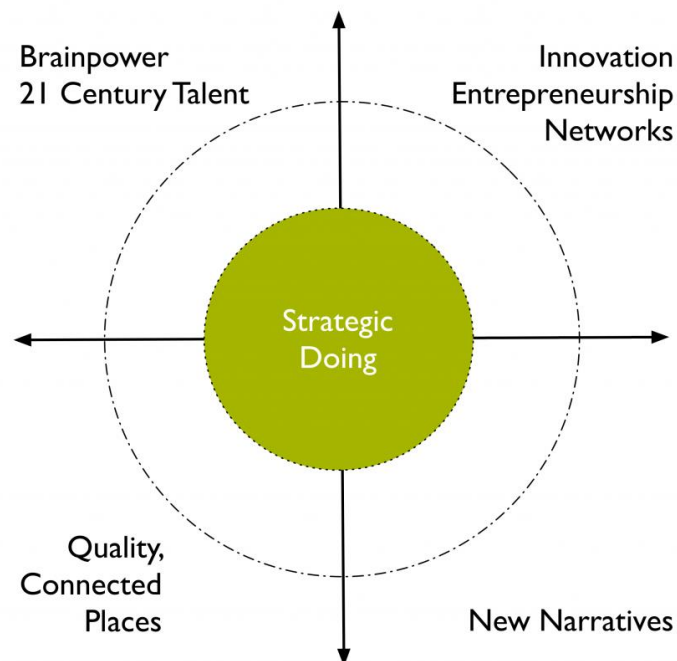
## D. WORK PLAN

We believe UACED is ideally suited to assist with this challenging assignment. In addition to our understanding of the critical local issues that Alaskan communities face, we have the necessary planning, training, and implementation skills for the needed scope of services. In particular, the UACED team includes the only individuals in the state of Alaska who are certified in the innovative strategy implementation process known as Strategic Doing. We believe that Strategic Doing will be the most effective and agile approach to not only prioritize existing City plans, but to also provide a structure through which ongoing plans and projects can be effectively implemented. We look forward to working with the City of Homer on this very important planning initiative.

### **MAP PLANS AND PROJECTS INTO THE PORTFOLIO MODEL OF CIVIC INNOVATION**

Prioritization can often be viewed as an overwhelming task. With so many options and avenues to choose from, how is one to know where to begin in prioritizing those plans, let alone actually get started on implementation? The first step to successful prioritization is categorization. Developed by Ed Morrison, Strategic Doing utilizes the portfolio model of civic innovation to categorize community goals and initiatives (see Figure 1 below). By sorting plans into the appropriate quadrants of the portfolio model, with the guidance of UACED staff, the City will begin to assess which area of development is initially most critical to initial and long-term successes.

*Figure 1) Portfolio Model of Civic Innovation*



Each quadrant of the portfolio model of civic innovation contributes to creating a thriving community. **Brainpower/21<sup>st</sup> Century Talent** includes plans and focus areas which contribute to recruiting and retaining community members who will lead and guide the community through the rapid changes that technology consistently creates. The **Innovation/Entrepreneurship Networks** quadrant houses plans which address the need to support local businesses and foster potential for increased innovation. In a rapidly-changing world, those who do those who do not innovate do not lead, and those who do not adapt disappear. In order to attract and retain innovators and 21<sup>st</sup> century talent, deliberate attention must be put into creating a community in which these individuals will want to live. The **Quality, Connected Places** quadrant includes the focus areas which center around community beautification and many other projects which create an atmosphere in which today's innovators and tomorrow's leaders will want to spend their time and energies. Finally, the **New Narratives** quadrant addresses those projects and plans which focus on how Homer is and could be perceived by both its residents as well as outsiders. What people say when they talk about Homer matters, and diverse City plans and projects can contribute to and shape that conversation.

During the planning session, UACED staff will thoroughly introduce attendees to the portfolio model of civic innovation and guide the process of sorting existing plans and/or projects into their respective quadrants. Through this exercise, City Council will discover which development sectors are most heavily weighted and from there decide where to begin in the prioritization process. While each quadrant holds equal value and importance in a strategic community development plan, for the purpose of this exercise, one quadrant will be identified as the most critical to initial success and be focused on more in depth for the duration of the exercise. The selection of this quadrant may quickly lead to an obvious focus area or may result in a lengthier, active discussion to reach an agreed upon decision. UACED staff will guide attendees through the selection process and offer insight into narrowing focuses and identifying starting points.

#### **NUMERICAL PRIORITIZATION EXERCISE**

Once a quadrant is identified as the collectively-selected area of focus, conversation will shift towards actual plans and projects categorized in that area. Center staff will guide conversations around ranking plans and projects in the chosen quadrant. A numerical prioritization exercise will be utilized to accomplish this purpose. Through structured and meaningful group discussion, plans and projects will be ranked according to strategies introduced by UACED staff.

Through the numerical prioritization exercise, attendees will learn the necessary skills to prioritize not only the plans and projects in the identified quadrant, but will also learn how to apply those skills to the prioritization plans and projects in the remaining three quadrants. Center staff intends to guide the Council through primary focus area prioritization of each quadrant and project prioritization for the quadrant which is identified as deeming immediate, prioritized action. Through this approach, training will be emphasized to equip attendees with the necessary skills to continue the prioritization process far beyond the plans and projects identified during this planning meeting.

With the primary focus area/quadrant thoughtfully identified and plans/projects within that quadrant meaningfully prioritized, City Council will have a clear and impactful platform from which to launch a strategy implementation process. If City Council requests further guidance and direct

assistance in any remaining prioritization projects, UACED is happy to explore additional partnership opportunities.

Because one quadrant alone does not hold the solution to a community’s development needs, plans from multiple quadrants may be identified to be implemented simultaneously in different focus areas of a comprehensive implementation strategy. Bearing this strong possibility in mind, Center staff will make recommendations to City Council on how an implementation strategy will address multiple focus areas and pilot projects through networks and community participation.

### STRATEGY IMPLEMENTATION

Strategic plans offer meaningful guidelines and projections through which community strategy can be first approached. However, strategic plans alone do not offer a practical solution to community development. Without implementation, a plan, no matter how strategic, will not bear fruit and create meaningful development. For strategy implementation to actively be carried out, what is needed is not a *plan*, but rather a *process*. To equip City Council with the necessary skills to carry out strategy implementation, Center staff will introduce attendees to Strategic Doing.

Through the Strategic Doing process, attendees will learn how to address the rapid changes of our quickly progressing world by utilizing agile and effective implementation strategy. Just as multiple plans and projects must be prioritized, so too must one give weighted value to pilot projects and learn how to fail quickly and learn from those failures so as to adapt and continue to move forward towards new successes.

The traditional strategic planning method employs a rigid, linear structure of planning and implementation (see Figure 2 below). Planners spend a great deal of time building intricate and thorough plans. Once the plan is complete, there is typically a short burst of energy and action centered on plan implementation. However, due to a number of uncontrollable outside factors including changing economies, changing technologies, changing leadership, lack of implementation infrastructure, procedure, or personnel support, the plan is typically only relevant and used for implementation for a short time period.

Figure 2) Planning and implementation cycle of traditional strategic planning

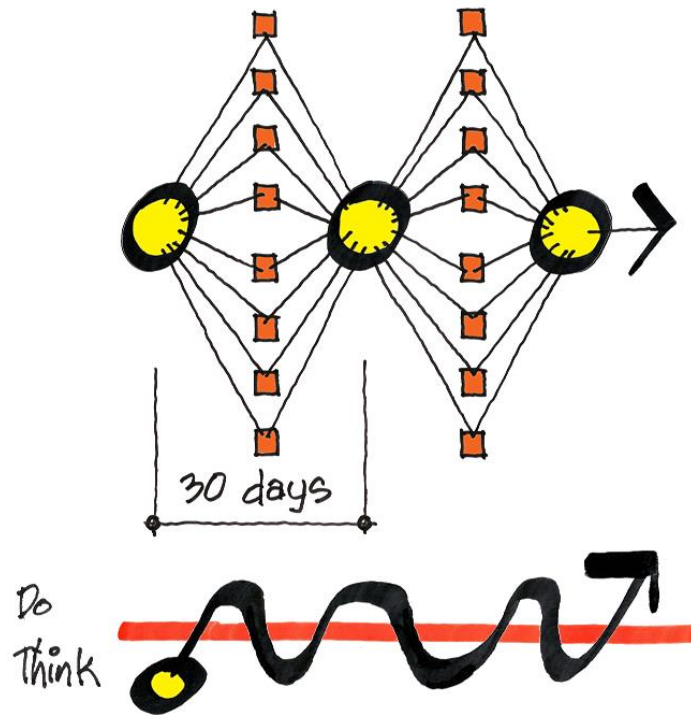


Strategic Doing © 2012 - Purdue Center for Regional Development

Strategic Doing, however, addresses planning and implementation in a unique and agile way (see Figure 3 below). Strategic Doing centers on a constant cycle of planning and implementation. This cycle is driven by a constant re-grouping of strategy implementers and collaborators as strategy is continually adjusted to allow for the un-ignorable outside changes that our world produces at a rapid

pace. When a group comes together frequently between regular and scheduled intervals, continuous strategizing and quick, agile adaptation can occur. When a group comes together to collaborate they are creating strategy and action plans. During the intervals in between meeting with the group, they are implementing that strategy utilizing that action plan. In this process, those responsible for strategy implementation are working within a structured, but flexible, process which allows them to act agilely and deliberately, continuously learning and adapting their plans to best fit the new challenges and uncontrollable changes that come their way.

*Figure 3) Planning and implementation cycle of Strategic Doing*



*Strategic Doing © 2012 - Purdue Center for Regional Development*

Strategic Doing equips practitioners with a process that focuses on action-oriented conversations and goals to progress projects forward. Through Strategic Doing, practitioners will move in the direction of their conversations and achieve tangible success.

**E. BUDGET – CONTRACT RATE**

CED Professional Support (approximately 65 hours for preparation, facilitation, and write-up of final plan) \$3,940

Travel to Homer for one facilitated session (two staff) \$1,160

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Total Project Cost \$5,100



## Appendices

### *Key Project Team Members*

#### *Melissa Houston, Certified Strategic Doing Guide*

Ms. Melissa Houston, Certified Strategic Doing Guide, trained directly under Ed Morrison, the creator of Strategic Doing. Ms. Houston has devoted the past 18 months to learning from and working closely with other Strategic Doing practitioners within the Purdue Center for Regional Development. Ms. Houston has dynamic experience in introducing and leading diverse groups from across Alaska in the process of Strategic Doing. She has worked directly and extensively with communities on the Kenai Peninsula, including the city of Seward and the city of Soldonta. Both communities are currently engaged in Strategic Doing initiatives and generating meaningful and identifiable successes as they continue to move forward in identifying and achieving their community development goals. Ms. Houston holds a Bachelor's degree from Loyola University Chicago.

#### *Nolan Klouda, Interim Director*

Mr. Nolan Klouda is the Interim Director of the UACED. In this capacity, he manages a variety of technical assistance projects related to business planning, feasibility analysis, marketing development, business retention and expansion, and other economic development initiatives. He has successfully engaged and worked with tribal governments, municipal governments, non-profits, Alaska Native Corporations, and private business groups to assist them in realizing their strategic goals. His core areas of expertise include economic feasibility, program design and implementation, rural economic development, and engagement between the public and private sectors. Mr. Klouda holds a Master of Public Administration from the University of Kansas and a Bachelor's degree from Gustavus Adolphus College. In addition to education, he brings seven years of organizational leadership and development (including business and management consulting) experience to the UACED.

*UA, Center for Economic Development – Partial Client List.*

<b>Client/Community/Entity</b>	<b>Project</b>
<b>Feasibility Studies/ Business Plans</b>	
<b>State of Alaska</b>	South Denali Visitor Center Feasibility Study
<b>State of Alaska</b>	South Denali Campground Business Plan
<b>Shishmaref Native Corporation</b>	Nome Hotel Feasibility Study
<b>Ouzinkie Native Corporation</b>	Ouzinkie Wilderness Lodge Feasibility Study
<b>Ahtna Incorporated</b>	Copper Center Machine Shop Feasibility Study
<b>Chickaloon Village Traditional Council</b>	Moose Creek Campground Business Plan
<b>City of Seldovia</b>	Multi-Use Facility Feasibility Study
<b>Kenaitze Indian Tribe</b>	Kenaitze Transportation Feasibility Analysis
<b>Camp Fire Alaska</b>	After School Program Market Analysis
<b>Cordova Community Kitchen</b>	Cordova Community Kitchen Feasibility Study
<b>Project &amp; Community Planning</b>	
<b>Alaska Peony Growers Association</b>	Project Planning Assistance
<b>Arctic Slope Regional Corporation</b>	Tourism Development Plan
<b>Arctic Development Council</b>	Community Economic Development Strategy
<b>Kodiak – St. Mary’s School</b>	Management and Operations Mentoring
<b>State of Alaska, DCCD</b>	Organizational Strategic Planning
<b>Fairbanks Community Cooperative Market</b>	Cooperative Formation and Planning
<b>POW Bio-Fuel Cooperative</b>	Cooperative Formation and Planning
<b>Alaska Peninsula Corporation</b>	Economic Assessment and Planning
<b>Workshop/Training/Conference</b>	
<b>City of Seward</b>	BRE and Strategic Doing Facilitation
<b>City of Soldotna</b>	BRE and Strategic Doing Facilitation
<b>Statewide</b>	Economic Developer Practitioner’s Training
<b>Kawerak and EDA</b>	Management Development Training – Nome
<b>Norton Sound/Western Alaska</b>	Multiple Development Trainings and Workshops
<b>Petersburg</b>	Project Planning and Development Training
<b>Research/Information Dissemination</b>	
<b>Alaska Business Monthly Magazine</b>	Alaska Trends – Research, Report & Publish
<b>Alaska Native Heritage Center</b>	Research/Develop Business Start-up Guides
<b>Institute for Social and Economic Research</b>	Viable Business Enterprises in Rural Alaska
<b>NANA Regional Incorporated</b>	Northwest Alaska Retail Market Analysis





# City of Homer

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

Port and Harbor

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(f) 907-235-3152

## Memorandum 14-130

TO: MAYOR BETH WYTHE & HOMER CITY COUNCIL  
THROUGH: WALT WREDE, CITY MANAGER  
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER  
DATE: AUGUST 19, 2014  
SUBJECT: HARBOR IMPROVEMENTS CONSTRUCTION SCHEDULE

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After years of planning and prep work, it is construction time in the harbor! Our primary contractor, Harris Sand and Gravel, has been hard at work organizing, overseeing, and planning all the logistical needs of the Homer Port and Harbor float replacement project. I want to update Council and the public on the improvement progress. Because of the large to-do list, construction is scheduled to begin right after September 1, 2014, Labor Day, to ensure we get as much done before the harbor sees ice congestion. The project timeline is as follows:

**After Aug. 28** Float Delivery at Deep Water Dock – clear east of JJ Float for staging

**After Sep. 2** Water line and electricity demob./installation at Ramp 2 and beyond. Water will remain off until spring.

**Sep. 4 – 6** Remove A Float from Ramp 2 to K Float. Remove Ramp 3. Remove J Float.

**Sep. 7 – 23** Install all replacement floats and Ramp 3. Electricity and water line systems will be installed right after new floats are in.

**Sep. 23** Remove R and S floats.

**Sep. 25 – Oct. 4** Install new R and S floats.

Work crews will continue installing water lines and the all-new dry fire line beyond this timeline, but of most concern to our lessees is that the float work for A, J, R, S, and T – W floats will proceed as closely as possible to the above schedule.

We are happy that the float replacement project's scope of work has expanded to include HH and JJ Float. As this revision is recent, we do not have a construction schedule available yet. It is our hope that Harris Sand and Gravel will continue over from S Float, and begin removing HH and JJ floats; details will be available soon.

Harbor Staff will be coordinating with the contractor and vessel owners to ensure all vessels in the affected areas are relocated during construction. Notices will be posted at the tops of ramps, on the floats, at the Harbor Office, and on the Homer Port and Harbor's web page as to what vessel owners are required to do.

### Recommendation

For informational use



Dear Mayor Wythe and City Council Members,

August 11, 2014

This letter is in regard to the Homer Condo Association request for gas line distribution assessment change.

I believe that the condo owners have a legitimate complaint when they compare their per condo unit assessment with the per lot assessment of apartment owners. And they have found a loophole, which they intend to exploit. If the word each **residence** or **business** had been used in the ordinance instead of **per lot** their argument would be without merit. I also agree with remarks written in a letter to the editor in one of our local papers by one of the condo owners; “the City chose an easy way out instead of a more equitable way of assessment”. Assessment by property valuation (available and updated annually by KPB) would have been a much better approximation of benefit than simply pulling ownership from a plat map. So as it stands, some poor soul earning a minimum wage and living in substandard housing gets the same bill as the **multi-billion** corporations of Safeway and Wells Fargo on their **multi-million** dollar Homer facilities. Yes, there is a provision to defer the assessment for low-income individuals. What a great legacy to pass on to your children; kick the can down the road. How humiliating to be forced to grovel.

Other condo editorial writers have urged the City to immediately acquiesce to the judge’s ruling in the Castner lawsuit. I think Walt Wrede is correct in taking his time to deliberate what the potential consequences might be.

It was suggested that not accepting the ruling would lead to a flood of other lawsuits costing the taxpayers unnecessary expenses. I disagree with that opinion. I think the folks that are really getting the shaft are the people with limited resources that will be burdened by the gas assessment and do not have the resources to convert. There are still people in this town that burn wood to keep warm. If folks with limited resources seek legal counsel that could really muddy the waters. What about vacant property owners? Would they have grounds for appeal? When making the Castner decision I do not know if the judge looked at the entire scope of the project or took only a narrow view.

My wife and I chose to invest in Homer. We have a residence, a cabin, and three vacant properties. Our home is hooked up to gas, but the other four properties will not be. Our assessment will be \$16,416. If condo owners are given a pass we will be billed an additional \$440. We feel like we are being penalized for investing in our own town.

If the lawsuit prevails the upscale condo owners and big business are the real winners. According to KPB assessment the 22 Land's End condos have an assessed value in excess of 10.5 million dollars. A per lot assessment means the individual owners will pay about **\$149 each** for the gas line. By the way, only 2 of the 22 units have Homer listed as a home address. Land's End Resort and the associated condos will be some of the biggest benefactors of the gas line and the method of assessment. At a combined assessed value of \$16,000,000 with a potential assessment of only \$6,566 they will reap an unfathomable windfall. This does not even factor in the high cost of laying 5 miles of mainline that was laid essentially to serve them. This definitely sets a new standard for "those who can afford the most will pay the least".

If a valuation method had been utilized, the lower end condos, mainly owned and occupied by Homer residents, would have been assessed a small fraction of the high end condos.

We did receive gas this summer and I commend CMI and Enstar employees for the good work they did. I have been a proponent of gas coming to Homer and the positive benefits to the environment and the community. Unfortunately, the methodology for determining assessments was fatally flawed and some of us will be disproportionately burdened.

Respectfully,

Doug Van Patten

Homer resident

lj

**Jo Johnson**

**From:** Larry Slone <larryslone222@yahoo.com>  
**Sent:** Friday, January 18, 2013 8:55 PM  
**To:** Jo Johnson  
**Subject:** Natural gas proposal

Clerk: Please acknowledge receipt and, if appropriate, place info in cc packet for next meeting

To: City Council, Mayor, City-Manager  
 From: LarrySlone

Subject: Natural Gas proposal

**Please review the following letter from the Homer Tribune's January 16 issue:  
 Letters – Jan. 16**

**Good concept, bad proposed implementation**

I am a proponent of bringing natural gas to Homer, mainly because of the environmental benefits. However, in the absence of a long-term gas contract and projected shortages, be prepared for the very real possibility of substantial price hikes. You can bet that with huge potential profits to be reaped in Asia and Europe, our gas will be liquefied and exported.

I also believe the City Council is taking the proper action by proposing a city wide distribution system. I do not, however, accept the premise of Resolution 12-069 "The Council finds that the natural gas distribution system will benefit equally all parcels of real property in the City that will receive access to natural gas service through the construction of the natural gas distribution system, and that all parcels so benefited should be assessed equally for the cost of the natural gas distribution system...."

How can that vacant lot down the street possibly incur the same benefits that a \$5.5 million property such as Land's End Resort will enjoy? The only similarity is that both parcels will be assessed \$3,283.30 to build the system. Is it possible that any Homer homeowner will benefit, for example, to the extent that the \$4.2 million Safeway corporate property will enjoy? I think not! An analogy to the current Council approach would be if all property owners were required to pay for a slip in the harbor at one set price, regardless if they owned a boat or not, and regardless if the vessel was a 12-foot dingy or a 120 foot mega-yacht.

A disproportionate share of the expense of the distribution system, as proposed, is being placed on non-commercial property owners. A much more equitable method would be to prorate each of the 3,855 properties by Borough assessed values. While this may not be the perfect solution it is likely that there is a correlation between property values and benefit derived from access to the gas.

If you want natural gas, but think the Homer City Council should require large businesses to foot their fair share of the distribution system, I urge you to send in your objection to the City Clerk before Jan. 25.

**Doug Van Patten**

**I strongly concur with this argument. It seems more equitable than the current SAD proposal. This approach will allow high energy-users to recoup proportionally what they pay for their assessment. Example: A \$1,000,000 building/property paying a \$32,000 assessment can, all else being equal, be expected to save approximately ten times as much in energy costs as a \$100,000 building/property paying a \$3,200 assessment**



**Furthermore, it still accomodates the outer areas without costing them more than their share of assessed value.**

**Also, Mayor Wythe made a good point at last council meeting. The funding availability should be, if not assured, at least have a high percentage of being successfully acquired. I suppose the proposal could be approved pending acquisition of funding.**

**Thanks,**

**LarrySlone  
399-7170**

**Larry Slone**

Larry Slone



# City of Homer

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

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## Memorandum

TO: MAYOR AND CITY COUNCIL  
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK  
DATE: AUGUST 20, 2014  
SUBJECT: BID REPORT

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**ITB- Karen Hornaday Park Campground/Trail Improvements Project-** Sealed bids for the construction of the Karen Hornaday Park Campground/Trail Improvements project 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, September 4, 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>



# CITY ATTORNEY REPORT



# COMMITTEE REPORTS



PENDING BUSINESS





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**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 14-008**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
APPROVING A NEW INTERGOVERNMENTAL WASTEWATER  
AGREEMENT BETWEEN THE CITY OF HOMER AND KACHEMAK  
CITY.

WHEREAS, The City of Homer owns, operates, and maintains the sewer treatment  
plant and all of the wastewater collection infrastructure, including pipes and related  
equipment within Kachemak City; and

WHEREAS, Kachemak City desires to continue to partner with Homer for wastewater  
collection and treatment to maintain the public health and safety of the greater Homer area;  
and

WHEREAS, The City of Homer wishes to continue this cooperative relationship  
because it is in the best interest of the utility and the community at large; and

WHEREAS, Homer has the staff, equipment, and management capability to operate  
and maintain the waste water collection system in the area, including service to Kachemak  
City; and

WHEREAS, The existing Intergovernmental Agreement, adopted by the parties in 1988,  
needs to be updated to reflect current conditions; and

WHEREAS, The two Cities have finalized a draft of a new Intergovernmental  
Agreement on wastewater and the draft was reviewed by the Homer City Council at its  
regular meeting on January 13, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council finds that continued  
cooperation and partnership with Kachemak City on wastewater collection and treatment is  
in the best interest of the greater Homer area.

36 BE IT FURTHER RESOLVED that the Homer City Council hereby approves the new  
37 Intergovernmental Wastewater Agreement between the City of Homer and Kachemak City; a  
38 copy of which is attached and incorporated herein.

39  
40 PASSED AND ADOPTED by the City Council of Homer, Alaska, this 13<sup>h</sup> day of January,  
41 2014.

42  
43 CITY OF HOMER

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47 MARY E. WYTHE, MAYOR

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49 ATTEST:  
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53 JO JOHNSON, MMC, CITY CLERK

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55 Fiscal Note: N/A

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## City of Homer

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

Office of the City Manager

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(f) 907-235-3148

### Memorandum 14-125

**TO:** Mayor Wythe and Homer City Council  
**FROM:** Walt Wrede  
**DATE:** August 18, 2014  
**SUBJECT:** Revised Wastewater Agreement with Kachemak City

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Resolution 14-008 entitled "A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A NEW INTERGOVERNMENTAL WASTEWATER AGREEMENT BETWEEN THE CITY OF HOMER AND KACHEMAK CITY" first appeared on the January 27, 2014 City Council agenda. The Council discussed the Draft Agreement at a work session on February 24 and again at a Special Meeting (Executive Session) on March 10. At the March 10 Regular Meeting the Council postponed Resolution 14-008 until August.

The City Council expressed numerous concerns about the Draft Agreement and asked the Manager and the City Attorney to rewrite the Agreement to incorporate its concerns. The Draft Agreement was an amended version of the original Agreement adopted in the 1980's. Some Council members thought the document was confusing and hard to understand. Others did not think that it adequately represented how the City of Homer wastewater utility operates today or the relationship between the two cities with respect to the utility. All Council members provided their specific comments to the Manager in the form of notes written on the Draft Agreement.

Resolution 14-008 is back before the Council and is included on the August 25 meeting agenda. The Wastewater Agreement has been rewritten and it incorporates Council comments to the extent feasible and prudent. Highlights include:

- The requirement that Homer pay for professional consultants at various points is removed. This includes when the rate model is reviewed and when proportional shares for capital improvements benefitting both Cities are determined. Homer could employ professionals if it saw the need but is not required to do so.

- The requirement that proportional shares for capital improvements be based upon 20 year projections is removed. Cost sharing is simply based upon proportional volume at the time of construction.
- The Sections on Kachemak City fees and contributions to certain capital improvements are reorganized and simplified for easier understanding.
- The Rate Review Committee membership has been loosened and made more flexible.
- The meter option for sewer only customers in Kachemak City has been inserted.

I look forward to your comments on this latest version of the Agreement. Copies of this Agreement were provided to Kachemak City on Friday, August 15. It is likely that Kachemak City will not be able to get comments back to me before the meeting. It is also possible that further negotiation will be necessary. Therefore, this resolution may need to be postponed again for another meeting. I bring this new Agreement to you now (possibly prematurely) so that you can see the direction it is going and provide comment. We also wanted to comply with the Council's direction and bring this back to you in August.

**RECOMMENDATION:** Review the Amended Wastewater Agreement and Approve Resolution 14-008. Postpone until September 8 if necessary.

**INTERGOVERNMENTAL AGREEMENT FOR  
WASTEWATER UTILITY FACILITIES AND SERVICE  
BETWEEN THE CITIES OF HOMER AND KACHEMAK CITY  
JANUARY 1, 2014**

~~WHEREAS, Kachemak City ("Kachemak") desires to continue to partner with~~ AGREEMENT dated as of January 1, 2014, by and between the City of Homer ~~("an Alaska first class city ("Homer") for")~~, and the City of Kachemak, an Alaska second class city ~~("Kachemak").~~

RECITALS

WHEREAS, Homer owns, operates and maintains a public wastewater utility that provides wastewater collection, transportation and treatment service in Homer and Kachemak; and

WHEREAS, Kachemak desires that Homer continue to provide wastewater collection, transportation and treatment services to maintain the public health and safety of the greater Homer area; and

~~WHEREAS, Homer operates the public wastewater collection and treatment system and owns and maintains the pipes and related facilities; and~~

WHEREAS, Homer has the staff, equipment, and management capability to operate and maintain the wastewater collection, transportation and treatment system, involving that provides wastewater utility service ~~to~~ in Kachemak; and

WHEREAS, ~~The existing~~ AS 29.35.010(13) authorizes each party to enter into an agreement with another city; and

WHEREAS, Homer currently provides wastewater collection and treatment services for Kachemak under an Intergovernmental Agreement, adopted by the parties in 1988, which needs to be updated to reflect current conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants ~~to be kept and performed herein~~, and other good and valuable considerations, the sufficiency, receipt and adequacy of which ~~is~~ are hereby acknowledged, the ~~following is agreed to between~~ parties agree as follows.

AGREEMENT

ARTICLE 1 – DEFINITIONS

~~1.1 Category (1) Improvements – Any improvements to the Wastewater Collection and Transportation System other than normal maintenance and replacement which benefit only either Kachemak or Homer. The prorata share of the local share capital costs is one hundred percent (100%) allocated to the community that receives the benefit.~~

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~~1.2 Category (2) Improvements—Those improvements to the wastewater collection and transportation system other than normal maintenance and replacement which benefit both Kachemak and Homer such as existing and future trunk sewers in the East End area servicing both communities. The allocation of costs to Kachemak will be based on the Zone Connect Fee method (zones that are added will be paid for by the benefited community).~~

~~1.3 Category (3) Improvements—Those improvements to Homer’s wastewater treatment facilities required by regulatory authorities. The allocation of the local share of these costs is based on the estimated total wastewater contributions to the facility by each community in the year the improvement is made plus a calculation of projected growth and increase in utility customers in each community for the next 20 years, prepared by a qualified third party consultant.~~

~~1.4 Category (4) Improvements—Those improvements to Homer’s treatment facilities required to provide additional capacity. The allocation of the local share of these costs is based on a calculation of projected growth and increase in utility customers in each community for the next 20 years, prepared by a qualified third party consultant~~

~~1.5 Local Share—That portion of capital costs specifically assigned to one zone or to one municipality.~~

~~1.6 Capital Costs—The costs~~ 1.2 “Capital Cost” means a cost associated with the installation or acquisition of improvements, equipment and property including planning, engineering and design, construction, purchase of equipment and materials, supervision of construction, reasonable administration and interest on borrowed money during construction.

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~~Payments by~~ 1.2 “Category 1 Improvement” means an improvement to the Utility wastewater collection and transportation system other than normal maintenance and replacement that benefits only customers in either Kachemak or Homer.

1.3 “Category 2 Improvement” means an improvement to the Utility wastewater collection and transportation system other than normal maintenance and replacement that benefits customers in both Kachemak and Homer, such as existing and future trunk sewers in the East End Road that provide service to customers in both communities.

1.4 “Category 3 Improvement” means an improvement to the Utility wastewater treatment facilities required by regulatory authorities.

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1.5 “Category 4 Improvement” means an improvement to the Utility wastewater treatment facilities required to provide additional capacity.

1.6 “Utility” means the wastewater collection, transportation and treatment utility owned and operated by Homer.

ARTICLE II –UTILITY CAPITAL IMPROVEMENTS BENEFITING KACHEMAK CUSTOMERS

2.1 Kachemak shall pay Homer one hundred percent (100%) of the Capital Cost of all Category 1 Improvements in Kachemak.

2.2 Kachemak shall pay Homer part of the Capital Cost of Category 2 Improvements based on the zone connection fee method in Homer City —Payment of Kachemak’s prorata capital costs, as called Code 14.12.030 for in the area in a benefited zone in Kachemak.

2.3 Kachemak shall pay Homer a percentage of the Capital Cost of Category 3 Improvements and Category 4 Improvements equal to the estimated percentage of the total wastewater treated by the Utility’s wastewater treatment facilities that is produced by customers in Kachemak in the year the improvement is made.

2.4 The payments that are required under this Agreement, Article may be made either ~~direct transactions between~~ directly by Kachemak ~~and to~~ Homer, or ~~from~~ funds made available to Homer on behalf of Kachemak ~~in the form of matching grants or legislative appropriations~~ from third party agencies, including the Environmental Protection Agency and the State of Alaska Department of Environmental Conservation ~~in the form of matching grants or legislative appropriations.~~

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ARTICLE II – OBLIGATIONS OF KACHEMAK CITY

2.1-5 Kachemak shall ~~provide capital funding for one hundred percent (100%) of the cost of all Category (1) Improvements within Kachemak.~~

2.2 ~~Kachemak shall pay obtain and grant to Homer its share of the costs determined in 1.2, 1.3 and 1.4 above. These improvements should become part of the overall capital rate structure, i.e. depreciation.~~

2.3 ~~Kachemak shall adopt as City of Kachemak ordinances, the appropriate existing and future rules and regulations relating to sewer operations and use constraints that are contained in Title 14 of the City of Homer code of ordinances.~~

2.4 ~~Kachemak shall provide all easements and rights-of-way required to construct, operate, and maintain sewer Utility improvements within Kachemak’s corporate boundaries.~~

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~~2.5 Kachemak City will collect user fees from utility customers within its boundaries and remit payments to the City of Homer in one lump sum each month. Payment of user fees due Homer shall be paid monthly on or before the fifteenth day of the month following the month for which service was rendered. Payment of the full amount due Homer will be made by Kachemak regardless of the fact that Kachemak may or may not have collected user fees from individual users residing within Kachemak.~~

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~~2.6 At Homer's request, Kachemak shall serve as a clearinghouse for all service connection requests, collecting all appropriate fees from requesting customers and pay all fees due to Homer.~~

~~2.7 Kachemak shall coordinate all privately funded sewer improvements within Kachemak with Homer and the owner/-developer.~~

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### ARTICLE III UTILITY SERVICE TO KACHEMAK CUSTOMERS

~~3.1 A customer in Kachemak may elect to be charged for Utility service on a metered basis. To be charged on a metered basis, a customer shall open a Utility customer account with Homer, purchase a water meter, pay all associated service charges, and provide at its own expense all labor and material required to install the water meter in a manner and location approved by the Homer Public Works Department.~~

~~3.2 Kachemak will collect user fees each month from all non-metered Utility customers in Kachemak, at the rate currently prescribed by Homer for Utility service to non-metered customers in Kachemak. Homer shall bill Kachemak in a single monthly bill for all non-metered Utility customers in Kachemak. Kachemak shall pay the amount billed for a month not later than the fifteenth day of the following month. The entire amount of the bill shall be payable regardless of whether Kachemak has collected all user fees due from non-metered Utility customers in Kachemak.~~

~~3.3 Kachemak shall adopt in its code of ordinances, the same rules and regulations governing the use of wastewater facilities that Homer adopts from time to time in Title 14 of the Homer City Code.~~

~~3.4 At Homer's request, Kachemak shall serve as a clearinghouse for all service connection requests for non-metered Utility customers in Kachemak, collecting from requesting customers and remitting to Homer all required fees.~~

### ARTICLE IV – OBLIGATIONS OF HOMER

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~~34.1 Homer shall provide capacity in any future improvements to Homer's collection, transportation and treatment Utility facilities sufficient to provide continued service for the existing and future needs of Kachemak. Future needs of Kachemak City will be reasonably projected by a qualified third party consultant and be based upon a 20 year window, or expected life of the improvement future Kachemak customers.~~

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~~3.2~~ ~~Homer will continue to assume responsibility for ownership, maintenance,~~4.2  
Homer shall operate, maintain and repair of the wastewater collection systemUtility  
facilities in Kachemak City and provide for the pumping of private septic tanks on properties in  
Kachemak connected to the wastewater systemUtility facilities.

~~3.3~~ Homer shall ~~conduct periodic rate studies, review~~ Utility rates at least biannually  
at the ~~Wastewater~~ Utility's expense, to establish fair and equitable rates for all ~~users of Homer's~~  
~~Wastewater~~ Utility. ~~The rate study shall be performed under contract to customers. In~~  
~~conducting the review~~ Homer may obtain advice from an independent consultant ~~that is well~~  
~~qualified and recognized in the field of having expertise in wastewater~~ utility rate analysis.  
Further, ~~management of the consultant's engagement shall be by a management team that~~  
~~includes at, and/or a committee representing Utility customers, which shall have at least one~~  
~~representative member appointed by the Kachemak City Council and no more than two~~  
~~individuals appointed by of Kachemak. The review shall separately evaluate the Homer City~~  
~~Council. The group membership can be expanded by mutual consent of costs of operating and~~  
~~maintaining the parties. Included~~ Utility facilities that provide service to customers in Kachemak.

4.4 Utility rates for service to customers in Kachemak shall be based on the rate study  
will follow: (i) charges to a metered customer shall be an evaluation of costs for the operation  
and maintenance of Kachemak's Wastewater Collection System, taken as a whole. This  
evaluation will include, but not be limited to, in consideration of:

- ~~1) the periodic pumping and treatment of septage from the receiver tanks,~~
- ~~2) the routine discharge of pretreated wastewater from the system,~~
- ~~3) reduced operations and maintenance resulting from the type equal to the per-gallon and~~  
~~nature of the Kachemak system, and~~
- ~~4) other charges to the same category of metered customer in Homer; (ii) the lower than~~  
~~average per capita flow from Kachemak users.~~

~~3.4~~ ~~The City of Homer shall establish wastewater fees for Kachemak City as part of its regular,~~  
~~annual, water and wastewater fee schedule approval process. The fee associated with for~~ septic  
tank pumping shall be based upon the bidding process provided in equal to the unit cost that  
Homer selects as the lowest responsive and responsible bid to provide the service under Homer's  
procurement code. ~~The wastewater commodity charge; (iii) the sewer usage fee to non-metered~~  
customers shall be based upon an on the estimated average of 2,500 volume in gallons per month  
for residential use. This baseline estimated average can be adjusted as new information becomes  
available.

~~3.5~~ ~~Homer shall charge to Kachemak for any customer classification user fees that are~~  
~~equal to the same fee charge to a Homer customer of the same class. Further, Homer shall~~  
~~reduce all user charges for Kachemak customers to adjust for debt service, sinking funds or any~~  
~~other means of financing capital improvements. The result of this requirement is to charge~~

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~~Kachemak customers for the non-metered customers in Homer multiplied by the per-gallon charge to the same category of non-metered customer in Homer (excluding the Capital Cost of Utility improvements but including Utility administration, operation, maintenance and depreciation expense of the utility only. Kachemak will be responsible for its own capital costs as in 1.3 and 1.4 expenses). The assets on which Utility depreciation expense is based shall include the Capital Cost of Category 2 Improvements, Category 3 Improvements and Category 4 Improvements~~

~~3-64.5 Homer shall provide the planning, engineering, design, ~~contract for~~ construction, construction administration and construction surveillance for all ~~necessary current and further~~ Utility capital improvements, including those ~~within Kachemak's corporate boundaries in~~ Kachemak.~~

~~3.7 Homer shall own, operate, maintain, repair, replace and keep whole all improvements required to service Kachemak including those located within Kachemak's corporate boundaries.~~

**NOTICES:**

All notices shall be sent to both parties as follows:

City Manager _____	City Mayor _____
City of Homer _____	Kachemak City _____
491 East Pioneer Avenue _____	P.O. Box 958 _____
Homer, Alaska 99603 _____	Homer, Alaska 99603 _____

~~IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates hereinbelow set forth.~~

ARTICLE V – MISCELLANEOUS

5.1 This Agreement supersedes and replaces the Intergovernmental Agreement adopted by the parties in 1988.

INTERGOVERNMENTAL AGREEMENT FOR WASTEWATER  
UTILITY FACILITIES AND SERVICE

Page 6 of 4

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EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF HOMER \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
WALT WREDE

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

CITY OF KACHEMAK \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
PHILEMON MORRIS

\_\_\_\_\_  
Philemon Morris, Mayor

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**ACKNOWLEDGMENTS**

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STATE OF ALASKA \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
THIRD JUDICIAL DISTRICT ->

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2014, by WALT WREDE, City Manager of the City of Homer, on behalf of the City of Homer.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA \_\_\_\_\_ )  
\_\_\_\_\_) ss.  
THIRD JUDICIAL DISTRICT ->

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_,  
2014, by PHILEMON MORRIS, Mayor of the City of Kachemak, on behalf of the City of Kachemak.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires: \_\_\_\_\_

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**INTERGOVERNMENTAL AGREEMENT FOR  
WASTEWATER UTILITY FACILITIES AND SERVICE  
BETWEEN THE CITIES OF HOMER AND KACHEMAK  
JANUARY 1, 2014**

AGREEMENT dated as of January 1, 2014, by and between the City of Homer, an Alaska first class city ("Homer"), and the City of Kachemak, an Alaska second class city ("Kachemak").

**RECITALS**

WHEREAS, Homer owns, operates and maintains a public wastewater utility that provides wastewater collection, transportation and treatment service in Homer and Kachemak; and

WHEREAS, Kachemak desires that Homer continue to provide wastewater collection, transportation and treatment services to maintain the public health and safety of the greater Homer area; and

WHEREAS, Homer has the staff, equipment, and management capability to operate and maintain the wastewater collection, transportation and treatment system that provides wastewater utility service in Kachemak; and

WHEREAS, AS 29.35.010(13) authorizes each party to enter into an agreement with another city; and

WHEREAS, Homer currently provides wastewater collection and treatment services for Kachemak under an Intergovernmental Agreement adopted by the parties in 1988, which needs to be updated to reflect current conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows.

**AGREEMENT**

**ARTICLE 1 – DEFINITIONS**

1.2 “Capital Cost” means a cost associated with the installation or acquisition of improvements, equipment and property including planning, engineering and design, construction, purchase of equipment and materials, supervision of construction, reasonable administration and interest on borrowed money during construction.

1.2 “Category 1 Improvement” means an improvement to the Utility wastewater collection and transportation system other than normal maintenance and replacement that benefits only customers in either Kachemak or Homer.

1.3 “Category 2 Improvement” means an improvement to the Utility wastewater collection and transportation system other than normal maintenance and replacement that benefits customers in both Kachemak and Homer, such as existing and future trunk sewers in the East End Road that provide service to customers in both communities.

1.4 “Category 3 Improvement” means an improvement to the Utility wastewater treatment facilities required by regulatory authorities.

1.5 “Category 4 Improvement” means an improvement to the Utility wastewater treatment facilities required to provide additional capacity.

1.6 “Utility” means the wastewater collection, transportation and treatment utility owned and operated by Homer.

## ARTICLE II –UTILITY CAPITAL IMPROVEMENTS BENEFITING KACHEMAK CUSTOMERS

2.1 Kachemak shall pay Homer one hundred percent (100%) of the Capital Cost of all Category 1 Improvements in Kachemak.

2.2 Kachemak shall pay Homer part of the Capital Cost of Category 2 Improvements based on the zone connection fee method in Homer City Code 14.12.030 for the area in a benefited zone in Kachemak.

2.3 Kachemak shall pay Homer a percentage of the Capital Cost of Category 3 Improvements and Category 4 Improvements equal to the estimated percentage of the total wastewater treated by the Utility’s wastewater treatment facilities that is produced by customers in Kachemak in the year the improvement is made.

2.4 The payments that are required under this Article may be made either directly by Kachemak to Homer, or from funds made available to Homer on behalf of Kachemak in the form of matching grants or legislative appropriations from third party agencies, including the Environmental Protection Agency and the State of Alaska Department of Environmental Conservation.

2.5 Kachemak shall obtain and grant to Homer all easements and rights-of-way required to construct, operate, and maintain Utility improvements in Kachemak.

2.6 Kachemak shall coordinate all privately funded sewer improvements within Kachemak with Homer and the owner/developer.

## ARTICLE III UTILITY SERVICE TO KACHEMAK CUSTOMERS

3.1 A customer in Kachemak may elect to be charged for Utility service on a metered basis. To be charged on a metered basis, a customer shall open a Utility customer account with Homer, purchase a water meter, pay all associated service charges, and provide at its own

expense all labor and material required to install the water meter in a manner and location approved by the Homer Public Works Department.

3.2 Kachemak will collect user fees each month from all non-metered Utility customers in Kachemak, at the rate currently prescribed by Homer for Utility service to non-metered customers in Kachemak. Homer shall bill Kachemak in a single monthly bill for all non-metered Utility customers in Kachemak. Kachemak shall pay the amount billed for a month not later than the fifteenth day of the following month. The entire amount of the bill shall be payable regardless of whether Kachemak has collected all user fees due from non-metered Utility customers in Kachemak.

3.3 Kachemak shall adopt in its code of ordinances, the same rules and regulations governing the use of wastewater facilities that Homer adopts from time to time in Title 14 of the Homer City Code.

3.4 At Homer's request, Kachemak shall serve as a clearinghouse for all service connection requests for non-metered Utility customers in Kachemak, collecting from requesting customers and remitting to Homer all required fees.

#### ARTICLE IV – OBLIGATIONS OF HOMER

4.1 Homer shall provide capacity in any future improvements to Homer's Utility facilities sufficient to serve existing and reasonably projected future Kachemak customers.

4.2 Homer shall operate, maintain and repair Utility facilities in Kachemak and provide for the pumping of private septic tanks on properties in Kachemak connected to Utility facilities.

4.3 Homer shall review Utility rates at least biannually at the Utility's expense, to establish fair and equitable rates for all Utility customers. In conducting the review Homer may obtain advice from an independent consultant having expertise in wastewater utility rate analysis, and/or a committee representing Utility customers, which shall have at least one member appointed by the City Council of Kachemak. The review shall separately evaluate the costs of operating and maintaining the Utility facilities that provide service to customers in Kachemak.

4.4 Utility rates for service to customers in Kachemak shall be based on the following: (i) charges to a metered customer shall be equal to the per-gallon and other charges to the same category of metered customer in Homer; (ii) the fee for septic tank pumping shall be equal to the unit cost that Homer selects as the lowest responsive and responsible bid to provide the service under Homer's procurement code; (iii) the sewer usage fee to non-metered customers shall be based on the estimated average volume in gallons per month for non-metered customers in Homer multiplied by the per-gallon charge to the same category of non-metered customer in Homer (excluding the Capital Cost of Utility improvements but including Utility administration, operation, maintenance and depreciation expenses). The assets on which Utility depreciation expense is based shall include the Capital Cost of Category 2 Improvements, Category 3 Improvements and Category 4 Improvements



4.5 Homer shall provide the planning, engineering, design, construction, construction administration and construction surveillance for all Utility capital improvements, including those in Kachemak.

ARTICLE V – MISCELLANEOUS

5.1 This Agreement supersedes and replaces the Intergovernmental Agreement adopted by the parties in 1988.

EXECUTED the \_\_\_\_ day of \_\_\_\_\_ 2014.

CITY OF HOMER

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

CITY OF KACHEMAK

\_\_\_\_\_  
Philemon Morris, Mayor

# NEW BUSINESS



# RESOLUTIONS



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

3 Mayor/City Council

4 **RESOLUTION 14-088**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 AMENDING THE SEWER FEE SCHEDULE TO PROVIDE A FEE  
8 STRUCTURE FOR METERED SEWER ONLY CUSTOMERS.  
9

10 WHEREAS, A new water and sewer rate model was adopted effective January 1, 2014  
11 and since that time, the Homer City Council has engaged in discussions regarding how to  
12 accurately measure and charge for the consumption and usage of non-metered sewer only  
13 customers; and  
14

15 WHEREAS, Water and sewer customers are charged for sewer usage based upon water  
16 consumption as measured by water meters; and  
17

18 WHEREAS, Sewer only customers do not have water meters and therefore, water  
19 consumption and wastewater discharge is based for billing purposes upon an assumed  
20 average for residential usage; and  
21

22 WHEREAS, After much discussion, the Homer City Council has determined that the  
23 fairest and most accurate way to measure and charge for usage for sewer only customers is  
24 to provide them with the option of installing a water meter and paying normal fees based  
25 upon actual water consumption; and  
26

27 WHEREAS, It is necessary to amend the sewer fee schedule to provide a fee structure  
28 that accommodates metered sewer only customers.  
29

30 NOW, THEREFORE, BE IT RESOLVED that Table II of the Sewer Rate Schedule  
31 pertaining to sewer only customers is deleted in its entirety and replaced with the following:  
32

<u>Rates</u>	<u>Table II</u>	
<b>Sewer ONLY Customer (Non-Metered)</b>		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

38	Monthly Service	\$5.00/Customer/Mo.	\$5.00
39	Pumping Fee (if applicable)	\$7.75/Customer/Mo.	\$7.74
40	Assumption: Av. Sewer Usage	3,500 Gal/Mo.	-----

41

42 **Sewer ONLY Customer (Metered)**

43		Fees/Rate	Per Customer Per Month
44	Lift Station Customer	\$0.0218/Gal	-----
45	Non-Lift Station Customer	\$0.0147/Gal	-----
46	Monthly Service	\$19.00/Mo	\$19.00
47	Pumping Fee (If applicable)	\$7.75/Mo.	\$7.75

48

49 BE IT FURTHER RESOLVED that the third paragraph entitled “Sewer System  
 50 Dischargers (Sewer ONLY Customers)” under the Section entitled “Customer classification  
 51 definitions for determining sewer rates” is deleted in its entirety and replaced with the  
 52 following:

53

54 Sewer System Dischargers (Sewer ONLY customers)

55 A. Non-Metered Customers: Customers who use sewer service only shall be charged a  
 56 monthly service charge of \$5.00 plus a sewer usage fee based upon the estimated  
 57 average residential volume of 3,500 gallons per month multiplied by the applicable  
 58 sewage per gallon rate (see table II). Kachemak City Local Improvement District (LID)  
 59 members have contributed to the initial cost of the sewer treatment plant and the  
 60 collection system within Kachemak City. For Kachemak City LID non-metered  
 61 dischargers connected within the LID, the City of Homer shall bill Kachemak City in  
 62 one single bill at the Lift-Station Zone rate of \$89.05 (\$76.30 +5.00+7.75) per  
 63 month/per customer. Kachemak City shall be responsible for payment to the City of  
 64 Homer. Non-metered sewer only customers residing within the City of Homer shall be  
 65 direct customers of the Homer Water and Sewer Utility.

66 B. Metered Customers: Sewer only customers in both Homer and Kachemak City have  
 67 the option of installing water meters to measure the amount of water that enters the  
 68 premises and leaves as wastewater via the sewage collection system. The sewage  
 69 rates for metered sewer only customers are presented in Table II. All water meters  
 70 must be approved and installed under the direction of the Homer Public Works  
 71 Department. Metered customers residing within Kachemak City shall become direct  
 72 customers of the Homer Water and Sewer Utility. In addition to the monthly utility  
 73 sewer fees shown in Table II, metered sewer only customers are subject to all other  
 74 relevant Water and Sewer fees contained in this Schedule, including the one-time

75 water meter lease fee (HCC 14.08.037),service connect and disconnect fees, service  
76 call, inspections, and repair fees, sewer connection and extension permit fees, and a  
77 15% administration fee for replacement parts for water and sewer services and  
78 functions including pressure reducing valves, sewer saddles, or any Public Works  
79 Department stock item for resale to the public.

80  
81 PASSED AND ADOPTED by the City Council of Homer, Alaska, this \_\_\_\_\_ day of  
82 \_\_\_\_\_, 2014.

83  
84 CITY OF HOMER

85  
86  
87 \_\_\_\_\_  
88 MARY E. WYTHE, MAYOR

89  
90 ATTEST:  
91  
92  
93 \_\_\_\_\_  
94 JO JOHNSON, MMC, CITY CLERK

95  
96 Fiscal Note: N/A

97  
98





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

