



# City of Homer

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

Office of the City Manager

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## City Manager's Report

TO: Mayor Wythe and Homer City Council  
FROM: Katie Koester, City Manager  
DATE: August 10, 2015  
SUBJECT: City Manager's Report

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### **ADOT and Pioneer Avenue; Reduced Plowing This Winter**

Alaska Department of Transportation and Public Facilities (ADOT) central region staff met with me, City Planner Abboud and Public Works Director Meyer to discuss Pioneer Avenue Rehabilitation. Pioneer Avenue Rehabilitation is included in the Statewide Transportation Improvement Plan (STIP). In 2014 ADOT informed the City Council that, due to funding reasons, they were not able to construct the rehabilitation of Pioneer to the original standard that had been proposed: widened roadway, five foot bike lanes, new drainage, sidewalks, lighting, landscaping and pedestrian safety improvements. A revised project was proposed that the Council supported but could not accept ownership of (Resolution 14-063(A)). Council asked for the revised scope to include painted pedestrian walkway islands and LED walkway signs. ADOT has come back to City staff requesting the City take over maintenance of Pioneer in exchange for some of these improvements. Staff maintained that the position established in Resolution 14-063(A), that proposed improvements for the revised scope, which primarily consist of painted lines, are not sufficient to warrant taking over maintenance of Pioneer Avenue. Pioneer is an expensive road to maintain, the City receives \$36,000 from the State just for winter maintenance of Pioneer. ADOT still plans on proceeding with a resurfacing project under the revised scope proposed in 2014.

DOT staff also highlighted cuts in their Maintenance and Operations budget that would impact the timeline for plowing major roads. They warned that the less traveled roads such as East End, West Hill, and East Hill could take longer to get to, depending on the severity of the snow event.

### **Response Agreements for Increased Tanker Traffic Contingency Planning**

Fire Chief Painter met with representatives from Resolve Marine Salvage and Firefighting and T & T Salvage. As part of their contingency planning for the increase in tanker traffic and the possibility of the LNG project they have asked that all fire departments with coastal access sign a consent agreement so that they can list HVFD as a potential resource in case of a vessel fire. In turn they are offering training opportunities, mostly, which can be of some benefit, especially if the LNG project moves forward. Once operational, there could be LNG tankers traversing Kachemak Bay every 16 hours or so, not to mention the existing vessel traffic. The

City attorney has reviewed the agreement and has no issues with it. HVFD can only commit what resources are available at the time. This partnership is consistent with City of Homer's prioritization of safety in Kachemak Bay (See copies of response agreements, attached).

### **Flood Insurance**

The Planning Department is working with FEMA and the National Floodplain Management Program to reduce flood insurance rates for home and business owners in Homer. Through a series of efforts from the Planning Department, Fire Department and Public Works that include planning, outreach and mitigation, City of Homer reduces the risk from flood damage. As a result, areas of the City receive a lower insurance score which translates into a discount on flood insurance. With flood insurance becoming more standard for many mortgages, this represents an important 'behind the scenes' way City services directly help residents.

### **Dump Truck**

In the last City Manager's report I brought to your attention three urgent vehicle needs: a dump truck for Public Works, an ambulance for the Fire Department and a patrol car for the Police Department. It is my preference to deal with these needs in the context of the 2016 budget when we have a better idea of revenue. However, the purchase of a replacement dump truck cannot wait until 2016; the Public Works Department needs it in the summer for road maintenance projects. In the winter, it becomes a sander for sanding roads and repairing water mains. Furthermore, a new dump truck is 6-9 months out. Public Works has investigated options which are detailed in the attached memo. I would like to bring to the Council an ordinance at the next meeting authorizing the purchase of the dump truck for \$150,000. This would have to come out of the general fund fund balance (current balance \$5.7M) as there is a negative balance in the Public Works fleet reserve account. However, we do have the option to finance the vehicle. I am concerned that financing just puts the issue off to future operating budgets. Also, we would be paying 2-3% interest while we have money sitting in the bank making minimal interest.

Enc:

Response agreements with Resolve Marine Salvage and Firefighting and T & T Salvage

Resolution 14-063(A)

Memorandum 15-135 from Public Works Superintendent Gardner

**Consent Agreement  
For Vessel Response Plan**

This agreement is entered into in accordance with 33 Code of Federal Regulations ("CFR") Part 155, Salvage and Marine Firefighting Requirements: Vessel Response Plans for Oil; Final Rule dated Wednesday, December 31, 2008 ("Regulation").

Specifically, 33 CFR Part 155 mandates a vessel owner or operator to ensure, by contract or other approved means, that adequate response resources are available to respond to firefighting related incidents with a potential or actual fire, to prevent loss of life, damage or destruction of the vessel, or damage to the marine environment. 33 CFR Part 155 prohibits a vessel from conducting oil transport or transfer operations unless it has a response plan meeting these regulations. Accordingly, the parties agree and acknowledge the vessel plan holder benefits from the local public service fire department's consent.

The Homer Volunteer Fire Department (HVFD) of the City of Homer, Alaska, is a fire department with the ability to respond to marine fires within its jurisdiction. Based on the HVFD response to fires, including marine fires within its jurisdiction, HVFD gives its consent to be listed in Vessel Response Plans as a responsive public sector fire responder within HVFD's jurisdiction. By giving consent, it is agreed and understood the HVFD is not obligated in any way to respond to a casualty under this Agreement and neither the undersigned vessel plan holder nor resource provider will require the HVFD to make such a response. Any response is at the sole discretion of the HVFD. The HVFD shall retain full operational control of its activities during the duration of its response as per the USCG Area Contingency Plan and local standard operating guidelines. The parties recognize that, after responding to a marine fire, the HVFD may seek reimbursement for its response expenses from the benefiting vessel.

Whenever the HVFD responds to a marine fire, the undersigned plan holder or resource provider may dispatch its privately-hired commercial firefighting personnel and equipment to the scene of a vessel fire within 24 hours, unless it is evident that, after consultation with the HVFD, such resources are not necessary. Should privately hired commercial fire response be dispatched to the scene, command and control of the response will remain with the HVFD unless such control is relinquished by the HVFD, at HVFD's sole discretion.

The HVFD may, from time to time, be invited to participate in drills and exercises directly related to marine fire response. If HVFD personnel are available to attend, the HVFD will be reimbursed for such attendance at rates mutually agreeable to both parties in advance. The Homer Volunteer Fire Department will respond as outlined by the current USCG Area Contingency Plan and will respond based on mutual aid requests made by or through regional mutual aid groups or by local mutual aid understandings.

This agreement may be terminated by either party by giving the other party thirty (30) days written notice of such termination.

City of Homer,

By: Katie Koester  
Name: Katie Koester  
Title: City Manager  
Date: 8-3-15

Resolve Marine Group, as Resource Provider

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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City of Homer,

By: Katie Koester

Name: Katie Koester

Title: City Manager

Date: 8.3.15

T & T Salvage, as Resource Provider

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

1 CITY OF HOMER  
2 HOMER, ALASKA

3 Mayor

4 RESOLUTION 14-063(A)  
5

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 EXPRESSING SUPPORT FOR THE ALASKA DEPARTMENT OF  
8 TRANSPORTATION AND PUBLIC FACILITIES (ADOT/PF)  
9 PIONEER AVENUE REHABILITATION PROJECT SCOPE OF  
10 WORK AND PROVIDING SPECIFIC COMMENTS.  
11

12 WHEREAS, Alaska Department of Transportation and Public Facilities (ADOT/PF)  
13 Central Region planners and engineers visited the City Administration on May 23, 2014 to  
14 discuss State Transportation Improvement Program (STIP) Amendment Number 9 and  
15 specifically, a proposed scope of work for the Pioneer Avenue Rehabilitation Project; and  
16

17 WHEREAS, The City had proposed a STIP project for Pioneer Avenue that included a  
18 widened roadway, five foot bike lanes on either side of the road, a reconstructed drainage  
19 system, new sidewalks, new lighting, landscaping, and pedestrian safety improvements  
20 (described as a 3R project); and  
21

22 WHEREAS, DOT/PF informed the City that the formula for distributing federal highway  
23 funds has changed resulting in significantly less money for community roads, that the  
24 \$10,164,000 price tag for the City request was unaffordable, and that if the City stood firm on  
25 its request, it could set the project back years and possibly jeopardize funding altogether; and  
26

27 WHEREAS, DOT/PF has proposed a scaled back, \$3,498,000 project that attempts to  
28 incorporate some of the City's requests; particularly with respect to bike lanes and pedestrian  
29 safety (described as a 1R project); and  
30

31 WHEREAS, DOT/PF's proposal includes narrowing the driving lanes and the center turn  
32 lane to 10 feet, adding 4.5 foot bike lanes on either side of the road, adding pedestrian refuges,  
33 repaving, and adding a stop control beacon at the intersection of Pioneer and Main; and  
34

35 WHEREAS, If this project were accepted by the City, design could start late this year  
36 with construction potentially taking place in 2016; and  
37

38 WHEREAS, DOT/PF stated that limited drainage work could be done as part of this  
39 project however, major systematic upgrades would require more funds than they had available  
40 and waiting for those funds could set the project back years; and  
41

42 WHEREAS, DOT/PF indicated further that it was willing to wait for the City to raise  
43 funds on its own from other sources to do drainage work and sidewalk and lighting upgrades  
44 but if it took too long, the existing money could be jeopardized and moved to another project;  
45 and  
46

47 WHEREAS, The City indicated to ADOT/PF that it was not inclined to assume  
48 ownership responsibility for Pioneer Avenue unless the roadway and right-of-way is widened,  
49 and some the major drainage issues were addressed first.  
50

51 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby expresses its  
52 support for ADOT/PF's Pioneer Avenue Rehabilitation Project Scope of Work.  
53

54 BE IT FURTHER RESOLVED that the Council offers the following specific comments for  
55 consideration:

- 56 1. The pedestrian walkway islands be painted into the road as opposed to raised  
57 platforms.  
58 2. The State consider putting in flashing LED walkway signs and push button activation at  
59 crosswalk signs.  
60

61 PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 9<sup>th</sup> day of June, 2014.  
62

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64  
65  
66  
67

CITY OF HOMER

  
MARY E. WYTHE, MAYOR

68 ATTEST:

69  
70  
71   
72 JO JOHNSON, MMC, CITY CLERK  
73

74 Fiscal Note: N/A  
75



**CITY OF HOMER  
PUBLIC WORKS DEPARTMENT**

Dan Gardner, PW Superintendent  
3575 Heath St.  
Homer, Alaska 99603

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

**Memorandum 15-135**

To: Katie Koester, City Manager

From: Dan Gardner, Public Works Superintendent

Date: August 4, 2015

Subject: Purchase of New 10-Yard Dump Truck

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As you know, our thirty-four year old dump truck has been taken out of service as of four weeks ago. This is due to extensive frame damage that is cost prohibitive to repair. Feelers were put out to multiple companies in an attempt to obtain repair estimates. No one was willing to take on the work, but one did estimate that the cost would be \$50,000 were they to take on the project. This would not make sense to do on a vehicle this old.

This vehicle is considered a necessity to our work fleet. Without it, we are left with only one truck. We often use both truck simultaneously, and one backs up the other when it is down for repairs or maintenance. In the winter, one has the large sander unit installed, which leaves the other truck for hauling snow, hauling waste excavation and fill material for repairs, and other hauling needs that arise. In the summer and fall, simultaneous operations of ditching, culvert replacements, water/sewer repairs, fire hydrant repairs, etc. require the use of two trucks.

To purchase a new truck and dump body, we can take advantage of the State's purchase contract which gives us about a \$27,000 savings when compared to normal retail for the same truck. This makes buying new rather than used attractive because the city isn't paying that depreciation to a used truck owner. We have looked hard at some used trucks, and even sent our road foreman and head mechanic to look at one on the peninsula, but it would not be a wise decision due to the age of the vehicle and the costs to get it set up properly for us. Most available used vehicles that would be reasonable choices are located in the lower 48, and would require sending personnel to survey the truck and costly shipping expenses. Many of these used vehicles rival or meet the cost of a new vehicle under the State's purchase contract.

We currently have a quote for \$149,989 for a new Mack truck through the State's purchase contract complete with new dump body from Construction Machinery Industrial, in Anchorage. I am requesting approval to make this purchase as soon as possible.

The City could pay for the truck outright through reserve funds, or obtain a lease/loan. Through Construction Machinery, we can obtain a lease purchase with approximately \$18,000 down payment, and 60 monthly payments of around \$2,300 with an interest rate of 2.833%.

This request is not for an upgrade, but for maintaining the existing fleet and maintenance needs.