



SUPPLEMENTAL PACKET

City Council Regular Meeting

Monday, October 23, 2023

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

Homer City Hall

491 E. Pioneer Avenue
Homer, Alaska 99603
www.cityofhomer-ak.gov

<https://cityofhomer.zoom.us>

Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

WORK SESSION

Written public comments re: Homer Harbor Expansion Project funding.

Page 2

REGULAR MEETING

Consent Agenda

Resolution 23-116, A Resolution of the City Council of Homer, Alaska Approving a Lobbyist Contract with J&H Consulting, LLC of Juneau, Alaska for a Term of One Year Commencing December 15, 2023 and Ending December 15, 2024 in the Amount of \$42,000 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Draft lobbyist contract as backup

Page 4

Announcements/Presentations/Reports

Library Advisory Board Written Report

Page 9

I wanted to give my thoughts on the Port and Harbor Expansion project.

As you know there is a cost that was not anticipated with the study. The cost is for the Geophysical studies in the proposed expansion area.

I am in full support of continuing this study and I listed the reasons why I support this.

1. We get to keep the geophysical information for any future work done whether it be a harbor expansion, deep water dock expansion, or creating a space for barge mooring. This is a big deal. We will be prepared for any future work that may need to be done for generations to come.
2. This study may end up saving money on the back end of this project. Having the geophysical study will make sure the project is done correctly and not over engineered because of unknowns.
3. We came this far into the study. Backing out now would be a big negative. How will the State and Federal partners view any other projects this community pursues in the future if we back out over such a small bump? We may see State and Federal shy away from supporting future Homer projects because of this.

I feel this study is worth much more than the cost to keep it going. Backing out now would be a huge waste of money, time, and energy.

I hope you will support the geophysical study and the continuation of this project.

Mark Zeiset

Homer Resident

Port and Harbor commissioner

Homer Spit Business owner

Homer Marine Trades board member

Nancy Hillstrand
Coal Point Trading Company
4306 Homer Spit
Homer, Alaska 99603

10/22/23

Dear Mayor Kastner, City Manager and City Council Members,

Please, first openly deliberate on our Homer harbours serious deferred maintenance as a preliminary focus before spending more money (one half million dollars?) to study building more harbour infrastructure. I have heard the present deferred maintenance stands at \$72,000,000? Could this amount be accurate? Does the finance department have this information for the public ?

Please bring these deferred maintenance costs and a structured accounting of present repair needs to faithfully consider the many hardworking taxpayers of Homer and surrounding areas who whether they use or do not use the homer harbour pay taxes into city services.

The public needs to clearly understand how far behind we are in the present critical infrastructure deferred work schedule as the first step, before building beyond our ability to repair an even larger infrastructure. Is there a work schedule? Maybe I am wrong but in the long run, local taxpayers, our children and grandchildren of the future will be held responsible for future repair bills through stall rent and taxes. What is this vision?

I have been unable to get any official repair cost or schedule of structure repair information and the equation of who and how these bills will be paid in the future. The public deserves to thoroughly understand our present deferred maintenance, complications and economic cost analysis before their money is spent on additional harbour expansion studies for further infrastructure that exacerbate these problems.

Thank you for listening, I am looking forward to understanding if this still obscure harbour expansion vision has any organized preventative safeguards for the majority of Homer citizens as well as impact to towns on the Kenai.

Kind Regards
Nancy Hillstrand

CONTRACT FOR PROFESSIONAL SERVICES

This Contract, effective as of December 15, 2023, is between the City of Homer (hereinafter referred to as "Client"), 491 E. Pioneer Avenue, Homer, Alaska 99603, and J & H Consulting, LLC (hereinafter referred to as "Contractor"), P.O. Box 23293 Juneau, Alaska 99802.

RECITALS

WITNESSETH that:

Whereas, the need for such a Contract has been deemed necessary by Client; and

Whereas, Client is entering into this Contract by direct negotiations and not by competitive bid because this is a contract for professional consulting services and Client has determined that it is not feasible to solicit these services through the competitive bidding process due to the professional nature of the services and the specific qualifications required of the Contractor; and

Whereas, Contractor is willing to undertake the performance of this Contract under its terms.

AGREEMENT

For consideration received, recited herein, Contractor agrees to provide services to Client and/or its designated representative, as set forth in the Statement of Work and as cited in the Proposal submitted in response to the Request for Proposals for Lobbyist Services issued by the Client, included as part of this document as Exhibit A.

PERIOD OF PERFORMANCE

Subject to either party's right to terminate, the period of performance under this Contract shall commence on December 15, 2023 and expire on December 15, 2024.

Performance may be extended for additional periods by written contract of both parties and as approved by City Council via resolution.

TERMS

For services rendered under this Contract, Client agrees to compensate Contractor the sum total of \$42,000 to be paid in monthly payments of \$3,500.00 by the fifteenth day of the month beginning January 15, 2023 for services rendered the prior 30 day period.

Contractor agrees to make one trip to Homer at Contractors expense to consult with the Council and staff and familiarize themselves with the City of Homer goals.

Contractor specifically recognizes that the limitation upon this Contract is essential and expressly agrees to be bound thereby.

INDEMNIFICATION

Contractor shall indemnify and hold harmless Client for any and all liability or claim for injury to persons or damage to property arising out of Contractor's performance or non-performance of this Contract.

Client shall indemnify and hold harmless Contractor for any and all liability or claim for injury to persons or damage to property arising out of Client's performance or non-performance of this Contract.

ASSIGNMENT AND SUBCONTRACTS

This is a Contract for professional services and no portion of this Contract may be assigned, delegated, or sub-contracted without the written permission of Client or its designee.

Client is aware of the previous and current existence of contracts between Contractor and entities listed in the proposal submitted and included as Exhibit A.

TAXES

Contractor is, for all purposes, including taxes, workers compensation, and insurance an independent Contractor and not Client's employee.

Contractor agrees to make all Social Security, federal or state tax payments or other payments as required by law.

REPORTING REQUIREMENTS

Contractor is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Lobbyist" Reports and filings.

Client is responsible to meet all reporting deadlines as required by the Alaska Public Offices Commission with regard to "Employer of Lobbyist" Reports and filings.

COMPLETE CONTRACT

This Contract contains the complete agreement concerning the arrangement between the parties and shall, as of the effective date, supersede all other contracts between the parties.

The parties stipulate and agree that neither of them has made any representation with respect to the subject matter of this Contract or any other representations except as are specifically set forth herein, and that neither of them has relied upon any representations in entering into this Contract, except as are specifically set forth herein.

Each of the parties acknowledges that they have relied on their own judgment in entering into this Contract.

STATEMENT OF WORK

Contractor shall perform the following services for Client for the duration of this Contract:

1. Work to secure capital and/or operating budget funding as requested by Client;
2. Develop political strategy tailored to meet the specific objectives of Client;
3. Identification of and monitoring the progress of all legislation introduced or proposed for introduction in the Alaska Legislature which may affect Client;
4. Provide Bi-weekly and ad hoc reporting to Client and in sufficient detail to keep Client reasonably apprised of the status and likelihood of passage of such legislation;
5. Evaluation of all relevant legislation and advisory to Client of circumstances which may necessitate the written testimony or presence of Client in Juneau to lobby, testify, or otherwise act to protect the interests of Client;
6. Engagement with members of the Legislature and Administration on behalf of Client on all proposed legislation, regulations and executive actions affecting Client, and coordination with other industry lobbyists and associations when strategically advantageous to Client;
7. Coordination and organization of Client visits to Juneau, if required, during the legislative session, including meetings and/or social functions with key public officials.

Client and/or its designees shall be responsible for the following:

1. Provide Contractor with all legislative and administrative priorities and pertinent information necessary for legislative committee and administrative hearings and meetings;
2. Organize and provide technical support to promote Client's goals, i.e. professional testimony;
3. Be available to provide timely input and testimony either via teleconference or in person before legislative committees and administration officials relative to Client's priorities.

CONFLICT RESOLUTION PROCEDURES

Contractor shall communicate, coordinate, and report to Client as required under this Contract. Except as otherwise provided, if Contractor receives instruction from other clients that Contractor reasonably, in good faith, believes to be contradictory to instructions provided by Client on a specific issue, Contractor shall declare a conflict by giving notice thereof to each client. After giving said notice of conflict, Contractor shall not carry out any of the duties, tasks, or functions requested by any of the contradictory instructions.

Contractor will assist in conciliation efforts to resolve client differences. Said failure to act shall not constitute a breach of this Contract nor shall it decrease the Contract sum payable to Contractor hereunder.

Contractor shall refrain from so acting until such time as Contractor receives non-contradictory written instructions on the same subject from each client, or from one of said clients who represents to Contractor that the officials have conferred and are now in agreement as to how to proceed.

Contractor shall then carry out said instructions as otherwise required by this Contract. Regardless of the existence of a specific conflict, Contractor shall continue to perform all other duties required under this Contract that are not involved in the conflict.

TERMINATION

This Contract may be terminated by either party for any reason upon sixty (60) days written notice; in the event such notice is given by either party during the year in which this agreement is in effect, compensation will be pro-rated for the portion that this Contract was in effect.

Any notice of termination by Contractor shall be executed by Contractor. Any notice of termination by Client shall be executed by the City Manager of the City of Homer.

GENERAL CONDITIONS

Contractor's and Client's performance under this Contract shall comply with all applicable statutes, regulations, ordinances, policies and ethical rules.

No waiver of any provision of this Contract shall be effective unless in writing signed by both parties. The failure by any party to object to non-performance of, or to seek to compel performance of, an obligation under this Contract shall not constitute a waiver of any subsequent breach of the same or any different obligation.

The laws of the State of Alaska shall govern the rights and duties of the parties under this Contract. Venue for any action or proceeding arising from this Contract shall be in the state court in Homer, Alaska.

This Contract and the exhibits to it, constitute the entire agreement between the parties, superseding all previous representations, discussions and any verbal agreements between them.

This Contract may not be modified, limited or added to except in writing signed by both parties.

Notices concerning this Contract shall be given by the parties in writing and shall be personally delivered or mailed to a party at the address set out above. Notice shall be complete when delivered.

If any provision of this Contract is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Contract.

This Contract constitutes the complete and entire statement of all terms, conditions and representations of the agreement between the parties with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed this Contract and represent that they have the express authority to sign on behalf of the respective agency or party listed below.

CONTRACTOR:
J & H Consulting, LLC

CLIENT:
City of Homer

Christine Hess, Member

Robert Dumouchel, City Manager

Date: _____

Date: _____

From: [Kate Finn](#)
To: [Melissa Jacobsen](#)
Subject: Fwd:LAB report
Date: Sunday, October 22, 2023 7:54:19 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Melissa,

So sorry that we do not have a LAB member to report to the Council this week!!

Here is our written report, highlights from our last meeting:

- For a several years, the Friends of the Library have been working on a project to improve the western part of the library lot. The first part of the construction work has begun: on Oct. 10, crews put down gravel to resurface about half the Story Walk Trail. There's still plenty more work to be done, but this is a great start!
- As a further part of the improvements to the western lot, the Friends commissioned a survey of the plants on the site. That survey is now complete.
- New burners have been fitted in the library's boilers, which should make the heating system more reliable for the coming winter.
- Throughout the month of October, the library is collecting food for the Food Pantry as part of the "Trick or Eat" food drive.
- The LAB adopted its meeting schedule for 2024.

Submitted by Kate Finn

Thank you Melissa for getting these notes into the Council packet in whatever way possible at this late moment!! I am currently in airports and on planes Very sorry for this inconvenience!!!

Take care,

Kate Finn