



City of Homer

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Office of the City Clerk

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Memorandum

Agenda Changes/Supplemental Packet

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, MMC, CITY CLERK
DATE: MARCH 9, 2020
SUBJECT: AGENDA CHANGES AND SUPPLEMENTAL PACKET

CONSENT AGENDA

Resolution 20-022, A Resolution of the Homer City Council Approving the City Manager Contract and Authorizing the Mayor to Execute the Appropriate Documents. Mayor/Council. Recommend adoption.

Draft City Manager Contract Page 2

PUBLIC HEARINGS

Ordinance 20-12, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 17.02.040 Initiation of the Special Assessment District to Update the Steps in the Special Assessment District Process. City Clerk.

Clean draft Page 8

CITY MANAGER'S REPORT

Gated Subdivision Information from Kenai Peninsula Borough Page 11

RESOLUTIONS

Resolution 20-023, A Resolution of the Homer City Council Issuing a Request for Proposals for a Lobbyist to Represent the City at the State Capital. Smith.

Written public comments. Page 16

EMPLOYMENT AGREEMENT

This Agreement is entered into this ~~1st day of January, 2019~~ day of March 2020 by and between ~~Mary K. Koester~~ **Randy Robertson** (hereinafter "Employee") and the City of Homer, an Alaskan Municipal Corporation (hereinafter "Employer").

1. Purpose. Employer agrees to employ Employee in the position of City Manager of the City of Homer, Alaska.

2. Term. The term hereof shall commence on ~~January 1, 2019~~ June 1, 2020 and continue through ~~December 31, 2022~~ June 1, 2024. Thereafter, the Agreement may be renewed upon such terms and conditions to which parties mutually agree.

3. Duties. Employee shall make every effort and shall devote full time and attention to fulfillment of the duties of the City Manager as more described in the Homer City Code, incorporated into and made a part of this Agreement by reference, and such other duties as the City Council may require from time to time. Employee further agrees not to engage in any other business that would conflict or give the appearance of conflict with Employee's duties for Employer.

Employee shall comply with the policies, procedures, standards, directives and regulations now established or which may be established by the Employer from time to time.

Employee's performance shall be evaluated by the City Council annually or at such other intervals as the City Council may establish.

4. Compensation. In consideration of Employee's performance under this Agreement, Employee shall be paid the following:

(A) An annual salary of ~~\$125,196~~ \$145,000 payable bi-weekly in equal installments. ~~Employee will receive an automatic 2% increase in the current annual salary, beginning on January 1, 2019 and each year to follow (January 1, 2021, and January 1, 2022).~~ **Any increase in compensation will be performance based and considered by Council at time of the annual performance evaluation.**

(B) Employee shall receive annual leave, sick leave, and holidays in accordance with City of Homer Personnel Regulations. Employee will accrue leave at the 10 to 14 year level. **Upon first day of employment, a one-time allotment of 40 hours of administrative leave will be deposited into the employee's leave bank. Administrative leave is not cashable and cannot be carried over. This is above the normal Annual Leave accrual. Employee shall receive a prorated Sick Leave amount for 2020.** Employee shall not be entitled to overtime pay or compensatory time.

(C) ~~Employee and employee's spouse & children shall be covered (at no cost to the employee) by Employer's Health Plan.~~ Employee shall also be covered by the City's life insurance plan, retirement plans and worker's compensation plans. **In lieu of participating in the employer provided Health Insurance Plan, the City will contribute \$9,000 annually (\$750 a month) to the employee for coverage. This contribution will be included in employee's paychecks rather than a separate payment. It is understood that this contribution is taxable income, and subject to all withholdings required by law.**

5. Retirement. Employee will participate in the Public Employees Retirement (PERS).

6. Termination. Due to the nature of the City Manager position in that it involves dealing on behalf of the City in various fields and the involvement of the City Manager in many different projects, it is agreed that the City's business can only succeed if the City Manager and the City Council enjoy a working relationship based on mutual respect, trust, and positive attitudes. It may, therefore, be impossible to quantify "poor performance" or "just cause" for termination given these complexities which often involve personality factors, as opposed to legal or contractual factors. It is, therefore, the intent of the parties to provide for termination by either Employer or Employee without resorting to any determination of cause or any necessary explanation by Employee.

(A) Employee Termination of Contract. The Employee may terminate this Agreement for any reason, or no stated reason, upon giving 60 days written notice to the Employer. The Employer reserves the right to waive the two month written notice or any part of and allow the Employee to terminate their employment at any time following the resignation and pay the Employee's usual rate of pay for any time worked plus 14 days' severance pay and the cash value of their accrued leave. If the relationship is severed by the Employee prior to completion of the notice period, Employer shall pay Employee for time worked, but shall not be responsible for any severance obligations.

(B) Employer Termination of Contract. The Employer may terminate this Agreement for any reason, or no stated reason. The Employer will pay, in one lump sum, the Employee six months severance pay at the Employee's usual rate of pay and the cash value of their accrued leave. ~~The Employer shall also pay the premiums for the Employee's complete health insurance~~

~~benefits through Continuation Health Coverage (COBRA), which includes employee and dependents, for a six (6) month period or until the Employee is enrolled in another plan, whichever occurs first.~~ For purposes of PERS reporting, employment will end the date Employee is no longer actively working for the City and no additional work time will accrue for retirement purposes. Leave time accrual will end the day Employee is no longer actively working for the City. Life Insurance will terminate on the last day of the month Employee is no longer actively working for the City. The Employee will be notified of his right to continue health insurance under COBRA. If the employee is terminated because of a felony conviction, then the Employer is not obligation to pay severance or associated benefits under this section.

(C) Termination by Death or Disability. This Agreement shall immediately terminate upon Employee's death. It shall also terminate upon Employee's disability or illness that renders Employee unable to perform Employee's duties if the disability should continue past the approved time under the Family Medical Leave provisions of the Personnel Regulations. Employee shall thereafter no longer be entitled to any compensation provided herein.

(D) Recruitment Bonus. A \$15,000 recruitment bonus will be payable to employee on the first regularly scheduled pay day with the City. It is understood that this recruitment bonus is taxable income, and subject to all withholdings required by law.

7. Reimbursement for Expenditures. Reimbursement for expenditures on behalf of the City shall not be paid unless reimbursement is sought in accordance with standard City procedures, including receipts, vouchers, and supporting material. Employer shall reimburse Employee for reasonable employment-related expenses including meals, civic club membership, travel and subscriptions.

8. Conferences and Continuing Education.

(A) Employee shall be reimbursed for all costs of attending approved national or state City Manager association conferences. Employee shall attend one national conference every two years.

(B) Employer shall pay the membership dues of Employee in at least one of the following organizations: (1) Alaska Municipal Managers Association, (2) American Society of Public Administrators, (3) International City Management Association.

(C) Employer shall pay any reasonable costs of registration, travel, and subsistence relating to training programs which serve to continue the professional education development of Employee, subject to prior City Council approval.

(D) In consideration of Employee being available on a 24 – hour basis as needed, the City

shall provide a monthly car allowance for expenses associated with the use of the Employee's motor vehicle in the amount of two hundred and fifty dollars (\$250) to the extent the allowance is not to be paid in addition to the City providing a motor vehicle for use. If a motor vehicle is requested by the Employee and provided by the Employer, the car allowance will cease. The car allowance only applies to motor vehicle expenses for travel within the Kenai Peninsula Borough (KPB).

9. Indemnification and Hold Harmless. Employer shall defend, indemnify and save Employee harmless as provided in Chapter 1.10 of the Homer City Code.

10. Confidentiality. All matters required to be kept confidential by any provision of federal or state law, or city ordinance shall not be released by Employee to any person or group without the expressed consent of the City Council.

11. Conflict of Interest. Employee agrees to be fair and impartial in all dealings and to avoid any actions which create a conflict of interest or the appearance of a conflict of interest, or which might reasonably be interpreted as affecting the impartiality of the position of City Manager. Employee will avoid any action which adversely affects or appears to affect Employee's ability to perform the duties of City Manager.

12. Miscellaneous Provisions.

(A) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Alaska and is subject to all applicable City Code provisions of the City of Homer.

(B) Personnel Regulations. It is agreed the only provisions of the Homer Personnel Regulations that apply to this Agreement are Sections referring to leave and holiday pay.

(C) Jurisdiction. In the event that any action or suit is brought to enforce this Agreement the parties agree to be subject to exclusive jurisdiction in the Superior Court of Alaska and agree that in any such action venue shall lie exclusively in the Third Judicial District.

(D) Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior negotiations. No other agreement, statement or promise made by or to any party, or any employee, officer, or agenda of any party, which is not contained in this Agreement shall be binding or valid.

(E) Partial Invalidity. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the

provisions shall remain in force and effect and in no way be affected, impaired, or invalidated.

(F) Assignment. Employee may not assign this Agreement.

(G) Amendment. This Agreement may be amended only by a written document executed by the parties hereto.

13. Employee's Certification. Employee hereby certifies receipt of a copy of this Agreement and certifies that the contents hereof are understood by Employee. Employee certifies that this Agreement fairly represents the agreement reached between the parties.

IN WITNESS WHEREOF the parties have executed the Agreement on the date first written above.

EMPLOYEE

Marry K. Koester, **Randy Robertson**, City Manager

CITY OF HOMER

Ken Castner, Mayor

ATTEST:

Melissa Jacobsen, MMC, City Clerk

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared ~~Mary K. Koester~~ **Randy Robertson**, known to me and to me known to be the individual named in and who executed the foregoing document, and ~~she~~ **he** acknowledged to me that ~~she~~ **he** signed and sealed the same as ~~her~~ **his** free and voluntary act for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Ken Castner, Mayor, known to me and to me known to be the individual named in and who executed the foregoing document, and he acknowledged to me that he was authorized to execute the foregoing document by authority granted in him by the CITY OF HOMER for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska
My Commission Expires: _____

41 **A benefitted property owner proposing a special assessment district by petition**
42 **must file a complete special assessment petition application with the City Clerk.**
43 **Special assessment petition applications are available at the City Clerk's Office.**
44 **Upon receipt of a completed application and Special Assessment district filing fee,**
45 **the City Clerk shall within 10 days:**

- 46 **1. Submit the application to the Public Works Director and Finance**
47 **Director for review, and**
- 48 **2. Notify the applicant in writing that the application is either sufficient or**
49 **insufficient and identify the insufficiencies.**

50
51 **Upon approval of an application the Clerk shall then prepare the petition and**
52 **distribute it by certified mail to all record owners of property in the proposed**
53 **district no more than 30 days after the petition application is approved. Petition**
54 **signatures of the record owners of real property in the district to be benefitted**
55 **must be received by the City Clerk within 60 days after the mailing of the petition.**
56

57 c. Upon adoption of a resolution initiating a special assessment district, or the filing of
58 a sufficient petition with the Clerk, the City Clerk shall:

- 59 1. Schedule a meeting of record owners of real property in the proposed district, notify
60 the record owners by mail of the date, time and location of the meeting, and include
61 a copy of the notice in the City's regular meeting advertisement;
- 62 2. Refer the proposed district to the Public Works Director, who shall prepare an
63 improvement plan for the proposed district, **to be provided at the neighborhood**
64 **meeting**. The proposed district improvement plan shall include:
 - 65 a. The boundaries of the proposed district;
 - 66 b. The design of the proposed improvement;
 - 67 c. A cost estimate for the improvement;
 - 68 d. The assessment allocation method used to calculate the amount owed by
69 each record owner in the proposed district;
 - 70 e. The percentage of the improvement cost to be assessed against properties in
71 the district;
 - 72 f. The time period over which assessments will be financed; and
 - 73 g. Preliminary assessment roll for the proposed district.

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77
78 3. The Public Works Director shall use the equal area method in calculating the
79 assessment amount unless another method is specified in the improvement plan.

80
81 **Section 2: This ordinance is of a permanent and general character and shall be included**
82 **in the Homer City Code.**

83
84 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
85 2020.

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CITY OF HOMER

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KEN CASTNER, MAYOR

95 ATTEST:

96
97

98 MELISSA JACOBSEN, MMC, CITY CLERK

99

100 YES:

101 NO:

102 ABSTAIN:

103 ABSENT:

104

105 First Reading:

106 Public Hearing:

107 Second Reading:

108 Effective Date:

109

110 Reviewed and approved as to form.

111

112

113 Katie Koester, City Manager

114

115 Date: _____

Michael Gatti, City Attorney

Date: _____

From: [Katie Koester](#)
To: [Melissa Jacobsen](#)
Cc: [Rick Abboud](#)
Subject: FW: Gated Subdivisions
Date: Friday, March 6, 2020 8:41:09 AM
Attachments: [image001.png](#)
[Gated Subdivisions REPLACEMENT MEMO.pdf](#)

Hi Melissa,

Can you include this (and the email) in the supplemental.

Thanks!

Katie

From: Kelley, Sean <skelley@kpb.us>
Sent: Thursday, March 5, 2020 12:39 PM
To: Katie Koester <kkoester@ci.homer.ak.us>
Cc: Best, Max <MBest@kpb.us>
Subject: FW: Gated Subdivisions

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

Hello Katie,

The attached memo, if passed, will exempt the cities from the ordinance enacting KPB 20.80 (See attached memo – proposed KPB 20.80.050). It is important to Mayor Pierce that all our cities are in loop, well-informed, and have the opportunity to provide city input on this replacement memo. Please call, email or reach out to schedule a meeting if there are any questions or concerns. If the City of Homer is able to provide comment by March 17 meeting that would be appreciated.

For developers that want a subdivision with private streets/gate within a city, the process would be the same as has been done in the past following the normal platting process which would require numerous exceptions and city approval (via APC comments and approval of installation agreement) to get to an approved final plat. The provisions of KPB 20.80 simply would not apply to such subdivisions.

Please let me know if a call/meeting would help. I believe Max Best (KPB Planning Director) is out next week but I am available.

Thanks,
Sean

--

Sean Kelley

Deputy Borough Attorney

(907)714-2120

KENAI PENINSULA BOROUGH
144 North Binkley Street
Soldotna, Alaska 99669



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Kenai Peninsula Borough Planning Department

MEMORANDUM

TO: Kelly Cooper, Assembly President
Members, Kenai Peninsula Borough Assembly

THRU: Charlie Pierce, Mayor *CP*
Max Best, Planning Director *MB*

FROM: Sean Kelley, Deputy Borough Attorney *SK*
Scott Huff, Platting Manager *SA*

DATE: March 5, 2020

RE: REPLACEMENT Amendment to Substitute Ordinance 2019-24, Adopting
KPB 20.80, Subdivision Private Streets and Gated Subdivisions (Mayor)

The below amendment replaces the amendment offered in a memo from Scott Huff dated February 25, 2020. This replacement amendment to Substitute Ordinance 2019-24 will exempt all lands within the incorporated cities. The basis for exempting the cities from KPB 20.80 is that cities have jurisdiction over streets and utilities within the cities.

If this amendment is approved, it will change the substitute ordinance as follows: (1) add a new opening application section at KPB 20.80.005 which will exclude the areas within the incorporated cities; (2) amend proposed KPB 20.80.020(G) (2) to remove reference to the cities; (3) amend proposed KPB 20.80.040 for clarity; and, (4) fine-tune the definition of "private street".

The following show the amendments with the changes shown. *(Please note the changes are in bold with additions underlined and deletions crossed out.)*

➤ Amend Section 1 to read as follows:

SECTION 1. That KPB Chapter 20.80, entitled "Private Streets and Gated Communities" is enacted as follows:

20.80.005. – Application.

This chapter applies to all subdivisions within the Kenai Peninsula Borough boundaries except for those within an incorporated city within the borough.

....

20.80.020. – Requirements

Private streets in subdivisions shall meet the following requirements:

....

G. Gated subdivisions and private streets may be approved, ~~[provided they meet the following criteria:] so long as [1. E]~~ emergency services ~~[shall be]~~ are provided access within the private subdivision. **Written** approval by the fire and emergency services provider, with jurisdiction in the area of the gated subdivision, is required. The fire and emergency services provider must be satisfied that fire and emergency services providers will have safe access into and within the gated subdivision.

~~[2. When located within a city, a final plat of a subdivision with a private street must comply with KPB 20.60.080 – Improvements – Installation agreement required.]~~

20.80.040. – Converting to gated subdivision.

A. **To convert a publicly dedicated street to a private street, the dedicated street must be vacated. A [platted right of way may not be vacated, except] dedicated public right-of-way may only be vacated** upon petition by resolution of the governing body from a municipality in which the property is located or **upon petition** by the owner(s) of the majority of land fronting or abutting the right of way to be vacated. The request shall comply with the applicable replat and vacation requirements and procedures in this title, except as provided otherwise in this chapter.

...

SECTION 2. That KPB Chapter 20.90. –Definitions is hereby amended as follows:

20.90.010. – Definitions generally.

In this title, unless otherwise provided, or the context otherwise requires, the following definitions shall apply:

Page 3

March 5, 2020

Re: Replacement Amendment to Substitute Ordinance 2019-24

...

“Gated subdivision” means a residential subdivision consisting of multiple parcels of land where vehicular and/or pedestrian access by the general public from a public street and street(s) within the gated community and/or public right-of-way(s) is restricted as a result of a barrier that may include, but is not limited to gates, security personnel, fences or walls.

...

“Private street” ~~[is defined as]~~ means a vehicular access way ~~[shared by and]~~ serving two or more lots~~[, which is not publically maintained by the private tract owner(s)]~~ that was not dedicated or conveyed to the public. ~~[The term “private street” shall be inclusive of]~~ includes alleys. ~~The term “street” also includes the term “street” as used in KPB title 14.]~~

From: [Mary Griswold](#)
To: [Melissa Jacobsen](#)
Subject: Fw: Resolution 20-023 Lobbyist RFP
Date: Friday, March 6, 2020 10:13:15 AM

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

(Please include in CC supplemental packet)

From: [Mary Griswold](#)
Sent: Friday, March 06, 2020 9:28 AM
To: carolinevenuti@ci.homer.ak.us ; donnaaderhold@ci.homer.ak.us ; heathsmith@ci.homer.ak.us ; JoeyEvensen@ci.homer.ak.us ; mayor@ci.homer.ak.us ; rachellord@ci.homer.ak.us ; StormHansen-Cavasos@ci.homer.ak.us
Subject: Resolution 20-023 Lobbyist RFP

I oppose Resolution 20-023 to issue an RFP for a lobbyist to advocate for Homer's capital projects and legislation. The council, city staff, and Homer residents are much better positioned to be advocates than a paid lobbyist. Several years ago, the council chose to rely on local resources after witnessing the poor performance of the paid lobbyist, who often came to meetings ill-prepared to answer questions, saying "I'll have to get back to you on that," while even some members in the audience were well-informed on the status of the projects in question.

We have suburb resources at our fingertips with the Legislature website, BASIS, LIO, newsletters from our Senate and House representatives, and easy access by e-mail and phone. The city budget includes a generous travel allowance for council members to attend AML conferences and to go to Juneau to network with state officials. The harbor expansion and Spit erosion control are very important issues. Evidence shows that the existing approach to advocacy is working very well.

I am also wary of budget creep. This type of funding request should be considered as part of a larger budget revision or development process where it can be evaluated against competing needs and desires.