



Agenda

City Council Regular Meeting

Monday, March 11, 2024 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

<https://cityofhomer.zoom.us>
Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, PLEDGE OF ALLEGIANCE

AGENDA APPROVAL (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual)

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA (Items listed below will be enacted by one motion. If a 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 February 26, 2024. City Clerk. Recommend adoption.
- b. Memorandum CC-24-056 from Mayor Castner re: Appointment of Caroline Venuti to the ADA Advisory Board. Recommend approval.
- c. Memorandum CC-24-057 from City Clerk re: Liquor License Renewal for The Alibi and Detour Food and Drink. Recommend approval.
- d. Ordinance 24-17, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Re-Appropriating \$118,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund to Purchase a Tractor and Heavy-Duty Truck. City Manager. Recommended dates Introduction March 11, 2024 Public Hearing and Second Reading March 26, 2024.

Memorandum CC-24-058 from City Manager as backup.

- e. Resolution 24-027, A Resolution of the City Council of Homer, Alaska Adopting the Bayview Park Plan. City Manager.

Memorandum CC-24-059 from Parks and Trails Planner as backup.

- f. Resolution 24-028, A Resolution of the City Council of Homer, Alaska Amending the City of Homer Fee Schedule under Library Fees. City Manager/Library Director.

Memorandum CC-24-060 from Library Director as backup.

- g. Resolution 24-029, A Resolution of the City Council of Homer, Alaska Creating a Sister City 40th Anniversary Task Force and Establishing the Scope of Work and Parameters by which the Task Force will Operate. Lord/Venuti.

Memorandum CC-24-061 from Assistant to the City Manager/Sister City Coordinator as backup.

VISITORS

- a. Legislative Update - Senator Gary Stevens (10 minutes)

ANNOUNCEMENTS / PRESENTATIONS / REPORTS (5 Minute limit per report)

- a. Committee of the Whole Report
- b. Mayor's Report
- c. Borough Report
- d. Planning Commission
- e. Comprehensive Plan Steering Committee
- f. Finance Champion Report

PUBLIC HEARING(S)

- a. Ordinance 24-16, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating a Dingell-Johnson Sport Fish Restoration Act Grant from the Alaska Department of Fish and Game in the Amount of \$41,950 for Phase I of the Fish Grinding Building Replacement Project. City Manager/Port Director. Recommended dates Introduction February 26, 2024, Public Hearing and Second Reading March 11, 2024.

Memorandum CC-24-051 from Port Director as backup.

ORDINANCE(S)

CITY MANAGER'S REPORT

- a. City Manager's Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

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

Next Regular Meeting is Tuesday, March 26, 2024 at 6:00 p.m. and Committee of the Whole at 5:00 p.m. Work Session at 3:00 p.m. and a Special Meeting March 14, 2024 at 4:00 p.m. All meetings are scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



MEMORANDUM

Appointment of Caroline Venuti to the ADA Advisory Board.

Item Type: Action Memorandum
Prepared For: Homer City Council
Date: March 6, 2024
From: Mayor Castner

Caroline Venuti is appointed to the ADA Advisory Board to fill the Council Member seat vacated by Donna Aderhold. The term expires with office.

Recommendation

Confirm the appointment Caroline Venuti to the ADA Advisory Board

Attachments:

Caroline Venuti Application

Published on *City of Homer Alaska Official Website* (<https://www.cityofhomer-ak.gov>)

[Home](#) > [Application for Appointment to an Advisory Body](#) > [Webform results](#) > Application for Appointment to an Advisory Body

Submission information

Form: [Application for Appointment to an Advisory Body](#) ^[1]

Submitted by Visitor (not verified)

Thu, 02/22/2024 - 11:00am

66.223.242.11

Applicant Information

Full Name

Caroline Venuti

Physical Address Where you Claim Residency

4066 Kachemak Way

Mailing Address

818 Smoky Bay Way #134

Phone Number(s)

907-399-8728

Email

fcvenuti@gmail.com

Advisory Bodies

ADA Advisory Board – Meetings held on the 2nd Thursday in the months of April, May, June, July, October, November, and as needed at 5:00 p.m.

Residency

Are you a City Resident? Yes

If yes, how long have you been a City Resident? 40 years

How long have you been a resident of the South Peninsula Area? 40

Background Information

Have you ever served on a similar advisory body?

Library Advisory Board 2006

Transportation Advisory Committee 2013

Other memberships

I am currently a Homer City Council Member.

Special Training & Education

I am aware of the needs of the community that have been brought before the City Council by the ADA Advisory Board.

Why are you interested in serving on the selected Advisory Body?

I would like to serve on this Advisory Board as the City Council Member. I appreciate Council Member Aderhold's reports to the Council. As she has resigned, I would like to be appointed.

Source URL:<https://www.cityofhomer-ak.gov/node/9051/submission/51730>

Links

[1] <https://www.cityofhomer-ak.gov/cityclerk/application-appointment-advisory-body>



MEMORANDUM

Liquor License Renewals for The Alibi and Detour Food & Drink

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: March 6, 2024
From: Melissa Jacobsen, MMC, City Clerk

License Type: Beverage Dispensary
License #: 98
DBA Name: Fresh The Alibi
Service Location: 453 E. Pioneer Ave, Homer, AK 99603
Licensee: Mix Rocks
Contact Person: Megan Palma

License Type: Restaurant/Eating Place
License #: 5819
DBA Name: Fresh Detour Food & Drink
Service Location: 4400 Homer Spit Rd, Homer, AK 99603
Licensee: Y&C LLC
Contact Person: Grace Chun

Recommendation:

Voice non-objection and approval for the Liquor License Transfer

Attachments:

AMCO Application
City of Homer Police Non-Objection



February 21, 2024

City of Homer

[mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us) ; rkrause@ci.homer.ak.us ; clerk@cityofhomer-ak.gov

Kenai Peninsula Borough

micheleturner@kpb.us ; tward@kpb.us ;
mjenkins@kpb.us ; nscarlett@kpb.us ;
mboehmler@kpb.us ; rraidmae@kpb.us ; slopez@kpb.us
; bcarter@kpb.us ; mquainton@kpb.us

Re: Notice of 2024/2025 Alcoholic Beverage License Renewal Application

98	The Alibi	Beverage Dispensary	Homer	Kenai Peninsula Borough	453 E Pioneer Ave	meganpalma74@gmail.com
5819	Detour Food & Drink	Restaurant/Eating Place	Homer	Kenai Peninsula Borough	4400 Homer Spit Road	joohee.yang@gmail.com; hojinp.cpa@gmail.com

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

Last Name

Date

Page 2

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson". The signature is enclosed in a thin black rectangular border.

Joan M. Wilson, Director

amco.localgovernmentonly@alaska.gov



Document reference ID : 393

Licensing Application Summary

Application ID: 393
Applicant Name: Mix Rocks, Llc
License Type applied for: Beverage Dispensary License(BDL) (AS 04.09.200)
Application Status: In Review
Application Submitted On: 11/05/2023

Entity Information

Business Structure: Limited liability company
Alaska Entity Number (CBPL): 131710

Entity Contact Information

Entity Address: 453 E. Pioneer Ave, Homer, AK, USA

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Mix Rocks, Llc	Megan Palma	Member	50
Mix Rocks, Llc	Nelton Palma	Member	50

Premises Address

Nearest municipality, city, and/or borough:

Ho

Country, State, Zip:

AK, United States,

Basic Business information

Business/Trade Name:

The Alibi

Local Government and Community Council Details

City/Municipality

Homer

Borough

Kenai Peninsula Borough

Ninety Day Sign Requirements

Posted the 90 day sign: No

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

Electronic Signature not collected; application submitted based on paper form.

Payment Info

Payment Type : Check

Check Number: 6458

License Renewal

Is this application being made by you for the benefit of someone else? If "YES," indicate below or attach explanation.

No

Has the applicant, applicant's spouse, partner, officer, director or stockholders, of the licensed entity become disqualified by law or by facts and conditions from holding a license or permit under the Alcohol and Cannabis Control Information System Alcoholic Beverage Code ? If "YES" indicate below or attach explanation.

No

Have there been changes since your original application that have not been reported on this or previous applications ? If "YES," indicate below or attach explanation.

No

How many hours did you operate in 2022 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

How many hours did you operate in 2023 as set forth in AS 04.11.330?

Operated to meet the minimum 240 hrs.

Are you a seasonal license and has your operation times/dates/seasons changed?

No

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2023 or 2024.?

No

Have any Notices of Violation been issued for this license in 2023 or 2024?

No

License Number:
98

License Expiration Date:
12/31/2023

License Trade Name:
The Alibi

Mailing Address:
453 E PIONEER Ave
HOMER , AK
99603



Department of Commerce, Community, and Economic Development
CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Corporations / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Mix Rocks LLC

Entity Type: Limited Liability Company

Entity #: 131710

Status: Good Standing

AK Formed Date: 11/22/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2026

Entity Mailing Address: 453 E PIONEER, HOMER, AK 99603

Entity Physical Address: 453 E PIONEER AVE, HOMER, AK 99603-1076

Registered Agent

Agent Name: Megan Palma

Registered Mailing Address: 453 E PIONEER, HOMER, AK 99603

Registered Physical Address: 453 E PIONEER, HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Megan Palma	Member	50.00
	Nelton Palma Jr	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/22/2010	Creation Filing	Click to View	
12/13/2010	Initial Report	Click to View	
2/23/2012	Biennial Report	Click to View	
10/20/2013	Biennial Report	Click to View	
1/02/2014	Agent Change	Click to View	
4/02/2016	Biennial Report	Click to View	
10/10/2017	Biennial Report	Click to View	
10/06/2019	Biennial Report	Click to View	
3/23/2021	Change of Officials	Click to View	
6/25/2021	Change of Officials	Click to View	
10/11/2021	Biennial Report	Click to View	
10/10/2023	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · [DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT](#) ·

[CONTACT US](#)



February 21, 2024

City of Homer

[mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us) ; rkrause@ci.homer.ak.us ; clerk@cityofhomer-ak.gov

Kenai Peninsula Borough

micheleturner@kpb.us ; tward@kpb.us ;
mjenkins@kpb.us ; nscarlett@kpb.us ;
mboehmler@kpb.us ; rraidmae@kpb.us ; slopez@kpb.us
; bcarter@kpb.us ; mquainton@kpb.us

Re: Notice of 2024/2025 Alcoholic Beverage License Renewal Application

98	The Alibi	Beverage Dispensary	Homer	Kenai Peninsula Borough	453 E Pioneer Ave	meganpalma74@gmail.com
5819	Detour Food & Drink	Restaurant/Eating Place	Homer	Kenai Peninsula Borough	4400 Homer Spit Road	joohee.yang@gmail.com; hojinp.cpa@gmail.com

We have received completed renewal applications for the above listed licenses within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the issuance, renewal, relocation, or transfer to another person of a license with one or more endorsement, or issuance of an endorsement by sending the director and the applicant a protest and the reasons for the protest in a clear and concise statement within 60 days of the date of the notice of filing of the application. A protest received after the 60-day period may not be accepted by the board, and no event may a protest cause the board to reconsider an approved renewal, relocation, or transfer.

To protest any application(s) referenced above, please submit your written protest for each within 60 days to AMCO and provide proof of service upon the applicant and proof that the applicant has had reasonable opportunity to defend the application before the meeting of the local governing body.

Last Name

Date

Page 2

Sincerely,

A handwritten signature in cursive script that reads "Joan M. Wilson". The signature is enclosed in a thin black rectangular border.

Joan M. Wilson, Director

amco.localgovernmentonly@alaska.gov



Document reference ID : 734

Licensing Application Summary

Application ID: 734
Applicant Name: Y & C Llc
License Type applied for: Restaurant Eating Place License (REPL) (AS 04.09.210)
Application Status: In Review
Application Submitted On: 11/25/2023

Entity Information

Business Structure: Limited liability company
Alaska Entity Number (CBPL): 10094600

Entity Contact Information

Entity Address: 4400 Homer Spit Road, Homer, AK, USA

Ownership / Principal Party Details

Principal Parent Entity	Principal Party	Role	%Ownership
Y & C Llc	Kum Ho Yang	Member	50
Y & C Llc	Jo Ja Yang	Member	50

Premises Address

Nearest municipality, city, and/or borough:

Ho 18

Country, State, Zip:

AK, United States,

Basic Business information

Business/Trade Name:

Detour Food & Drink

Local Government and Community Council Details

City/Municipality

Homer

Borough

Kenai Peninsula Borough

Ninety Day Sign Requirements

Posted the 90 day sign: No

Restaurant Detail

Dining after standard closing hours: AS 04.16.010(c) No

Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2) No

Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3) Yes

Employment for any persons under 21 years of age: AS 04.16.049(c) No

Employment for any persons under 21 years of age: AS 04.16.049(c) No

Food Service Permit

Entertainment & Service

Describe the entertainment offered or available and the hours in which the entertainment may occur:

Attestations

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 305.700.

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

I certify that all proposed licensees have been listed with Division of Corporation, Business, and Professional Licensing.

I certify that I and any individual identified in the business entity ownership section of this application, has or will read AS 04 and its implementing regulations.

Signature

Electronic Signature not collected; application submitted based on paper form.

Payment Info

Payment Type : CC

PaymentId: 9fc9b9a7-45aa-4663-9a44-503ad38b615d

Receipt Number:

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Y & C LLC

Entity Type: Limited Liability Company

Entity #: 10094600

Status: Non-Compliant

AK Formed Date: 11/13/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2024 [File Biennial Report](#)

Entity Mailing Address: 4400 HOMER SPIT RD, HOMER, AK 99603

Entity Physical Address: 4400 HOMER SPIT RD, HOMER, AK 99603

Registered Agent

Agent Name: Grace Chun

Registered Mailing Address: 4400 HOMER SPIT RD, HOMER, AK 99603

Registered Physical Address: 4400 HOMER SPIT RD, HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jo Ja Yang	Member	50.00
	Kum Ho Yang	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/13/2018	Creation Filing	Click to View	Click to View
11/13/2018	Initial Report	Click to View	
6/17/2019	Change of Officials	Click to View	
12/24/2019	Biennial Report	Click to View	
10/26/2021	Biennial Report	Click to View	

Close Details

 Print Friendly Version

License Renewal

Is this application being made by you for the benefit of someone else? If "YES," indicate below or attach explanation.

No

Has the applicant, applicant's spouse, partner, officer, director or stockholders, of the licensed entity become disqualified by law or by facts and conditions from holding a license or permit under the Alcohol and Cannabis Control Information System Alcoholic Beverage Code ? If "YES" indicate below or attach explanation.

No

Have there been changes since your original application that have not been reported on this or previous applications ? If "YES," indicate below or attach explanation.

No

How many hours did you operate in 2022 as set forth in AS 04.11.330?

Less than 240 hours or not operated at all

How many hours did you operate in 2023 as set forth in AS 04.11.330?

Less than 240 hours or not operated at all

Are you a seasonal license and has your operation times/dates/seasons changed?

No

Has any person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2023 or 2024.?

No

Have any Notices of Violation been issued for this license in 2023 or 2024?

No

Supporting Additional Document

- [AB-29 DETOUR.pdf](#)
- [AB-29 DETOUR.pdf](#)

License Number:
5819

License Expiration Date:
12/31/2023

License Trade Name:
Detour Food & Drink

Mailing Address:
4400 HOMER SPIT Rd
Homer , AK
99603



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

(f) 907-235-3151/ 907-226-3009

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: MARCH 6, 2024

SUBJECT: LIQUOR LICENSE RENEWALS THE ALIBI AND DETOUR FOOD & DRINK – NO OBJECTION

The Homer Police Department has no objection Liquor License Renewal within the City of Homer for the following businesses:

License Type: Beverage Dispensary
License #: 98
DBA Name: Fresh The Alibi
Service Location: 453 E. Pioneer Ave, Homer, AK 99603
Licensee: Mix Rocks
Contact Person: Megan Palma

License Type: Restaurant/Eating Place
License #: 5819
DBA Name: Fresh Detour Food & Drink
Service Location: 4400 Homer Spit Rd, Homer, AK 99603
Licensee: Y&C LLC
Contact Person: Grace Chun



MEMORANDUM

Ordinance 24-17, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Re-Appropriating \$118,000 from the Homer Accelerated Roads and Trails (HART) Trails Fund to Purchase a Tractor and a Heavy-Duty Truck. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor Castner and Homer City Council
Date: February 27, 2024
From: Rob Dumouchel, City Manager

Vehicle and equipment needs for the Parks Maintenance Division of Public Works have changed over time, and this ordinance would take existing HART Trails appropriations and modify them to allow for the purchase of items that are a better fit for current focus and staffing levels.

In 2023, some tasks assigned to the Parks Division were redistributed to other departments/divisions to address the unsustainable nature of the Parks Division's work load. The restructured Parks Division is now focused on park maintenance, and it needs specialized maintenance vehicles as opposed to a small fleet of light trucks.

The FY24 Capital Budget included an appropriation for four trucks (\$150,000 – vehicles E-129, E-120, E-107, and E-101) and some equipment for the Parks Division's side-by-side (\$10,000) for a total of \$160,000 in appropriations. We have acquired one of the four trucks at this time (\$42,000) which leaves \$118,000 remaining. This proposed ordinance would convert the remaining funds into a tractor and one heavy-duty truck that can plow, sand in winter and serve as a water truck in summer.

The heavy-duty truck will likely take up to a year to procure due to supply chain issues. Trucks, particularly specialty and heavy-duty trucks, have had lead times of one to two years in many cases. The tractor is something that we believe we can procure in time for the 2024 summer season.

If this ordinance is approved, Administration will be considering shifting some contracted facility snow plowing services to the Parks Division.

RECOMMENDATION: Adopt Ordinance 24-17

HART Trails

HART Trails - Fund 165			
Current Information - as of 6/22/23			
Account Name	Current Balance	Encumbrances	Available Balance
HART Trails	\$ 1,072,071	\$ 20,000	\$ 1,052,071

Open Encumbrances - as of 6/22/23			
Description	Requestor	Ordinance #	Amount Remaining
Small Works Trails Maintenance Program - expires end of FY23	Public Works	22-28, 21-36(S-2)(A)	\$ 20,000
			<u>\$ 20,000</u>

Requested Projects			
Description	Requestor	Fiscal Year	Requested Amount
Wayfinding and Streetscape Implementation	Economic Development	FY24	\$ 50,000
Lee Avenue Trail	Public Works	FY24	\$ 20,000
Vehicle Replacement (E-129, E-120, E-107, E-101)	Public Works	FY24	\$ 150,000
Fairview Ave Trail - East - Construction	Public Works	FY24	\$ 30,000
Library Trails - West Lot and Storybook - ADA upgrades	Public Works	FY24	\$ 25,000
Reber Trail Re-Route	Public Works	FY24	\$ 15,000
Trail Head Improvements	Public Works	FY24	\$ 12,000
Side-by-Side Attachments for Trails Maintenance	Public Works	FY24	\$ 10,000
Powered Wheelbarrow	Public Works	FY24	\$ 4,000
Tajen Trail - Establishing New Tread	Public Works	FY24	\$ 10,000
Beauregard Court Trail - Establishing New Tread	Public Works	FY24	\$ 10,000
Bayview Park Renovation Project - Accessibility	Administration	FY24	\$ 20,314
Pest Management	Public Works	FY24	\$ 20,000
			<u>\$ 376,314</u>

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 24-17

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY24 CAPITAL BUDGET BY RE-APPROPRIATING \$118,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS (HART) TRAILS FUND TO PURCHASE A TRACTOR AND A HEAVY-DUTY TRUCK.

WHEREAS, Many tasks previously assigned to the Parks Division like campground management and restroom cleaning were redistributed to other departments/divisions in 2023; and

WHEREAS, The increased focus on maintenance for the Parks Division results in different fleet needs; and

WHEREAS, There are existing funds from the FY24 Capital Budget that would be better spent on one heavy duty-truck and one tractor instead of three light trucks and side-by-side attachments.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY24 Capital budget by re-appropriating \$118,000 from existing appropriations for parks trucks (E-129, E-120, E-107, and E-101) and side-by-side attachments for trail maintenance to purchase one heavy-duty and one tractor as follows:

Revenue:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
165	HART Trails	\$118,000

Expenditure:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
152	General Fund Fleet CARMA	\$118,000

Section 2. This ordinance is a budget amendment only, is not of a permanent nature and is a non code ordinance.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this ____ day of _____, 2024.

44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

KEN CASTNER, MAYOR



MEMORANDUM

Resolution 24-027, A Resolution of the City Council of Homer, Alaska Adopting the Bayveiw Park Plan. City Manager.

Item Type: Backup Memorandum
Prepared For: City Council
Date: February 28, 2024
From: Matt Steffy, Parks and Trails Planner
Through: Rob Dumouchel, City Manager

In April of 2023, the City of Homer accepted funds through the Healthy and Equitable Communities grant, part of which the Council designated for funding the Bayview Park Restoration Project.

Last summer, the City of Homer began a park planning project. The design contract was awarded to Corvus Design, LLC.

A website was set up on the City webpage with a webform for folks to submit comments, suggestions, or ask questions. On September 12th, 2023, Corvus designers visited Homer and met with interested users on-site at Bayview Park to discuss what they would like to see. This group included passive neighborhood users, as well as organizations like Sprout who provide services to families in the community through partnerships. The collation of that input was presented as an initial draft at the January PARCAC meeting. The plan was then shared at the February ADA Advisory Board meeting where the accessible parking, pathway, and play equipment were highlighted. After further comment and discussions with staff, the final draft was submitted to PARCAC at the February meeting. After reviewing the new plan and asking some basic questions, the commission moved to recommend the City Council adopt the plan as it is shown in Exhibit A.

The primary components of the park plan include ADA parking, an ADA pathway that encircles the park, and ADA compliant play equipment with accessible safety surfacing. Funding for this project is already secured through an HEC grant, Rotary donations, and both HART Road and HART Trails funds. Future funding will address the fence that needs replacing, and minor natural play elements.

RECOMMENDATION:

Recommend adopting Bayview Park Plan by Resolution 24-027

ATTACHMENTS:

Park Plan – Exhibit A
PARCAC Minutes
ADA Memo

B. Bayview Park Plan – Additional Commission Review and Recommendation

Chair Lewis introduced the item and deferred to Parks & Trails Planner Steffy.

Parks & Trails Planner Steffy stated that he amended the plan in accordance with comments received from the Commission and the ADA Advisory Board and presented the amendments as follows:

- Composite play structure swing set
- ADA accessible pathway completes full loop around lower portion
 - o Noted the future paved pathway on the upper portion
 - Bids will be requested in phases and dependent on costs will determine the length completed
- Natural play elements
- Drainage
- Mini-amphitheater seating
- Snow removal in winter
 - o No disposal of snow removed from streets or private residences
 - o Additional stressor on drainage during spring melt
- Parking is limited to 4 or 5 spaces plus the ADA space
 - o No land to increase parking
 - o Geared as a neighborhood park in walking distance
 - o Van Accessible ADA Space will be level, striped and asphalt
 - o Remaining spaces will be gravel
- Concrete or asphalt pad for portable toilet with permanent screening for aesthetics
- Fencing will be improved, not enough funding to totally replace
 - o Gates will be operational

Parks Maintenance Coordinator Felice responded that drainage will be addressed, the fence will be repaired and replaced between staff and rotary funding and they do not want to delay until June to order equipment as that will postpone everything else to mid-summer.

Chair Lewis called for a motion to adopt.

HARRALD/ARCHIBALD MOVED THE COMMISSION SUPPORTS THE ADOPTION OF THE PROPOSED BAYVIEW PARK SITE DESIGN PLAN 24-013.

There was a brief comment to keep in mind the Commission comments with the adoption of the plan.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

C. Proposed Community Recreation Center: Location Selection Recommendation
Memorandum PARC-24-006 from Recreation Manager as backup



AGENDA ITEM REPORT

Bayview Park Plan

Item Type: Informational Memorandum
Prepared For: Parks, Art, Recreation and Culture Advisory Commission
Meeting Date: 15 Feb 2024
Staff Contact: Julie Engebretsen, Economic Development Manager

Summary Statement:

On Thursday February 8th I attended the ADA Board meeting and spoke regarding the Bayview Park plan. The Commission appreciated the opportunity to comment on the plan and provided some great recommendations:

1. Have both picnic tables be ADA accessible; when family groups meet they frequently have more than one wheelchair user.
2. They felt the secondary mulch path should either be accessible, or not built at all. This is an urban park and should be accessible for all users. The Board recognized there may not be funding to build this secondary access at this time, but the City should plan for it to be an accessible route if and when it is built. The path would not necessarily need to be paved – there are paving alternatives that are accessible – but its important to plan for access for all users from the beginning rather than retrofit in the future.

1
2 **CITY OF HOMER**
3 **HOMER, ALASKA**

4 City Manager

5 **RESOLUTION 24-027**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 ADOPTING THE BAYVIEW PARK PLAN.
9

10
11 WHEREAS, Bayview Park has long served as a resource with a playground designed for
12 children aged 0-5 and their families; and
13

14 WHEREAS, City staff have worked with Corvus Design to develop a plan with community
15 input; and
16

17 WHEREAS, The park plan was designed to be ADA compliant and was reviewed by the
18 ADA Advisory Board; and
19

20 WHEREAS, The park plan was reviewed by Parks, Art, Recreation, and Culture Advisory
21 Commission who have recommended adoption.
22

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
24 adopts the plan as presented in Exhibit A.
25

26
27 PASSED AND ADOPTED by the Homer City Council this 11th day of March, 2024.
28

29 CITY OF HOMER

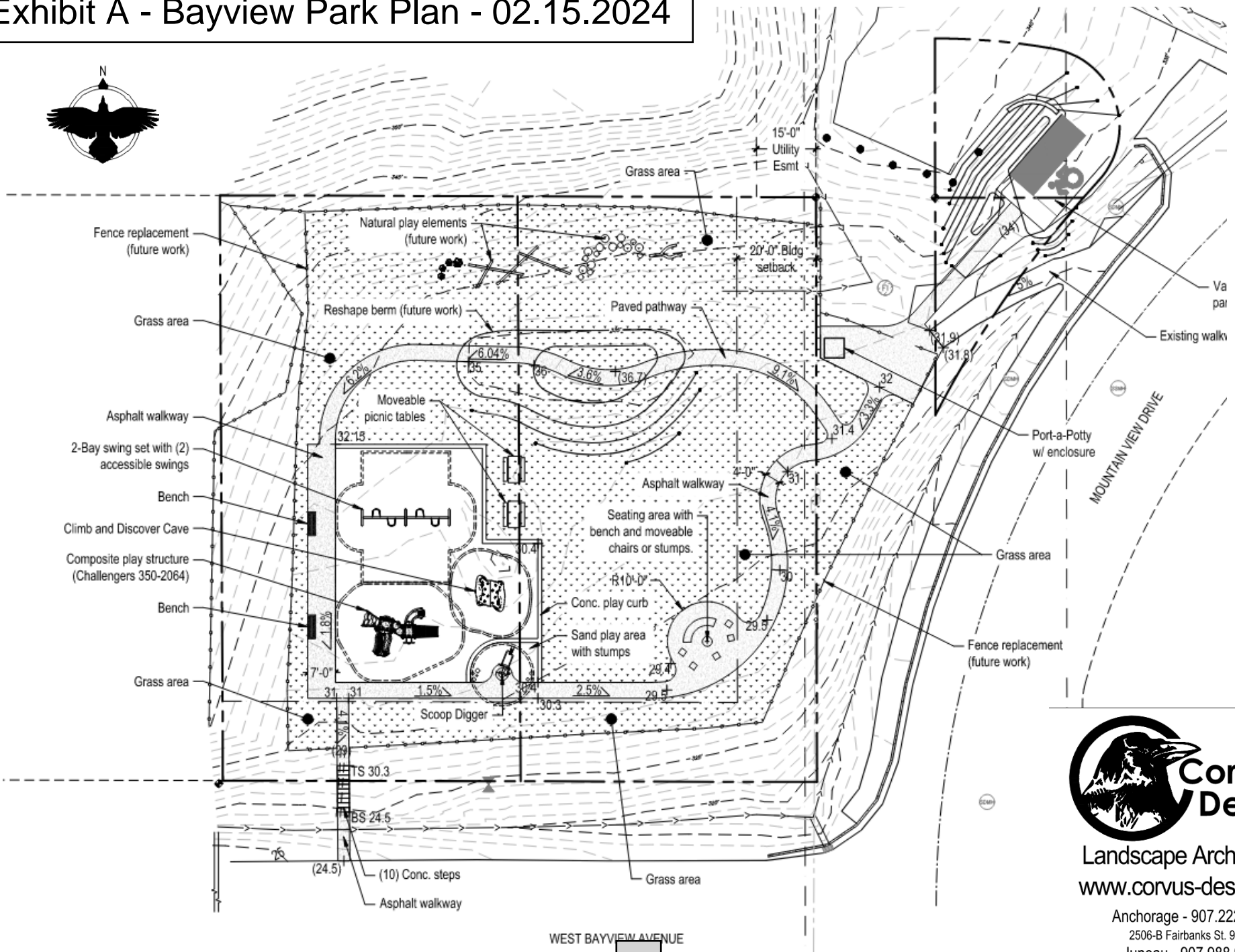
30
31 _____
32 KEN CASTNER, MAYOR
33

34 ATTEST:

35
36 _____
37 MELISSA JACOBSEN, MMC, CITY CLERK
38

39 Fiscal note: N/A

Exhibit A - Bayview Park Plan - 02.15.2024



WEST BAYVIEW AVENUE



Corvus Design
Landscape Architecture
www.corvus-design.com

Anchorage - 907.222.2859
2506-B Fairbanks St. 99503
Juneau - 907.988.9000
119 Seward St. 99801
AECC #1195



MEMORANDUM /AGENDA ITEM REPORT

Resolution 24-028, A Resolution of the City Council of Homer, Alaska Amending the City of Homer Fee Schedule under Library Fees. City Manager.

Item Type: Action memorandum
Prepared For: Homer City Council
Date: Feb. 27, 2024
From: Dave Berry, Library Director
Through: Rob Dumouchel, City Manager

The LAB reviewed library fees in February 2023, and voted to increase fees on Interlibrary Loans (ILLs) to cover the rise in postage costs. They also set the fee for printing and photocopying at 25 cents/page.

In this discussion, we somehow overlooked the fact that charges for ILL printing and photocopying were still set at 15 cents per page. At the February 2024 meeting, staff recommended raising this to 25 cents/page to bring it in line with all other printing and photocopying. The question is largely academic, since we haven't had any requests for this service in more than a year and these operations are now mostly done through scanning and email.

After a brief discussion, the LAB voted to recommend bringing the ILL printing/photocopying rates up to match the rates set for other basic printing and photocopying.

Recommendation:

Increase the fee for Interlibrary Loan printing/photocopying from 15 cents/page to 25 cents/page.

CITY OF HOMER
HOMER, ALASKA

City Clerk

RESOLUTION 24-028

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE CITY OF HOMER FEE SCHEDULE UNDER LIBRARY
FEES.

WHEREAS, At their February 19th Regular Meeting the Library Advisory Board approved an increase in photocopying fees for interlibrary loans, in order to make this fee consistent with other photocopying fees in the library and help with covering the cost of the service.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby amends the City Fee Schedule under Library as follows:

Library Fees:

Interlibrary Loan Fee ¹	
Standard Size Books	\$5.00
Photo Copy	\$0.15 per page \$0.25 per page
Microfilm/Videos/CD's/Audios	\$6.00

PASSED AND ADOPTED by the City Council of Homer, Alaska, this this 11th day of March, 2024.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: Revenue



MEMORANDUM

Resolution 24-029, A Resolution of the City Council of Homer, Alaska to Create a Sister City 40th Anniversary Task Force and Establishing the Scope of Work and Parameters under which the Task Force will Operate. City Manager.

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: March 11, 2024
From: Lori Pond, Assistant to the City Manager / Sister City Coordinator
Through: Rob Dumouchel

Summary: The purpose of this Memorandum is to recommend the creation of a Sister City 40th Anniversary Task Force and establish the scope of work and parameters under which the Task Force will operate.

Background: The 40th Anniversary of the Sister City relationship between Homer and Teshio, Japan is in 2024. This anniversary offers a chance for a meaningful celebration promoting cultural exchange and friendship. On February 12, 2024, Homer City Council adopted Ordinance 24-11 appropriating \$20,000 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund to support events, exhibits, and programs celebrating this 40th anniversary.

Within Ordinance 24-11 City Council additionally requested that a 40th Anniversary Sister City Task Force be formed. Resolution 24-0xx, before you, establishes the 40th Anniversary Sister City Task Force and establishes the scope of work and parameters under which the Task Force will operate.

In addition to a city staff liaison, who will be assigned by the City Manager, the Task Force will consist of five private citizen members.

The duration of the Task Force will exist until it completes its mission as defined in Resolution 24-029, but it shall not extend beyond December 31, 2025 at the latest.

A dedicated Sister City Working Group, established in August 2023, has worked diligently to plan events, exhibits, and programs for the celebration. The Task Force would continue with carrying out those plans.

Recommendation: Adopt a Resolution 24-029

**CITY OF HOMER
HOMER, ALASKA**

Lord/Venuti

RESOLUTION 24-029

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
CREATING A SISTER CITY 40TH ANNIVERSARY TASK FORCE AND
ESTABLISHING THE SCOPE OF WORK AND PARAMETERS UNDER
WHICH THE TASK FORCE WILL OPERATE.

WHEREAS, The City of Homer has a longstanding and cherished sister city relationship with Teshio, Japan; and

WHEREAS, The 40th anniversary of our sister city relationship in 2024 presents an opportunity for a significant celebration to enhance cultural exchange, understanding, and friendship; and

WHEREAS, A Sister City Working Group, formed in August 2023 of interested stakeholders, has diligently developed plans for the celebration, including events, exhibits, and programs; and

WHEREAS, The Sister City Working Group has proposed many ideas that lie outside the operations of the City of Homer, but may be supported by private groups or individuals; and

WHEREAS, The City desires to create a formal Task Force to clearly distinguish between celebrations sponsored by the City of Homer and privately-supported events, and to manage the City's celebrations without impeding the ability of other groups to develop and promote events of their own; and

WHEREAS, The Task Force is intended to exist until it completes its mission as defined below, but it shall not extend beyond December 31, 2025 at the latest.

NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska, hereby creates the Sister City 40th Anniversary Task Force for the following purposes:

1. Foster close relations with our sister city government in Teshio, by collaborating with them on planning joint activities, possibly including an exchange of delegations in 2025.
2. Plan and organize events for the 40th anniversary celebrations. The Task Force shall formalize a plan for events in calendar years 2024 and 2025, building off the planning already completed by the Sister City Working Group. The plan shall include a timeline, specific budget figures, and a strategy for carrying out the events in collaboration with local businesses and community groups. The Task Force shall present its plan to the

44 City Council no later than June 30, 2024, with updates provided to the Council at the
45 end of each fiscal quarter thereafter.

46
47 3. Keep the celebrations within the constraints imposed by limited funding, and advise
48 the City Council on expenditure of City funds allocated for the 40th anniversary
49 celebrations. Utilizing funds allocated by the City Council for this effort, the Task Force
50 shall follow the City of Homer's Procurement Policy and all other applicable City
51 policies, maintain all requisite financial documentation, and make regular reports on
52 funding status and budget oversight by memo to the City Council. Nothing shall
53 preclude private individuals or businesses from raising funds for their own celebrations,
54 provided it is clear that such events are separate from, and outside the scope of,
55 activities carried out by the Task Force.

56
57 4. Community engagement. In coordination with the City staff liaison, the Task Force shall
58 actively conduct public outreach and recruit volunteers in support of its activities. The
59 Task Force shall coordinate and direct volunteer efforts and acknowledge those
60 volunteers at the conclusion of its operations.

61
62 BE IT FURTHER RESOLVED, the task force will set its own meeting schedule through
63 coordination with the Clerk's office, with meetings to be held during regular business hours.

64
65 BE IT FURTHER RESOLVED, the Task Force will consist of five private citizen members.
66 A City staff liaison will be assigned by the City Manager. The deadline to apply for the task force
67 shall be March 25th with appointments made by the Mayor and approved by the City Council at
68 the April 8th Homer City Council meeting.

69
70 BE IT FURTHER RESOLVED, the Mayor will nominate appointees to the Task Force from
71 a list of applicants; nominees must be approved by City Council. All appointees shall serve at
72 the pleasure of the Council and may be removed from their position by a majority of the
73 Council at any time without cause.

74
75 PASSED AND ADOPTED by the Homer City Council this 11th day of March, 2024.

76
77 CITY OF HOMER
78
79 _____
80 KEN CASTNER, MAYOR

81 ATTEST:
82
83 _____
84 MELISSA JACOBSEN, MMC, CITY CLERK

85
86 Fiscal note: Staff time and advertising.



MEMORANDUM

Ordinance 24-16, An Ordinance of the City Council of Homer, Alaska Amending the FY24 Capital Budget by Accepting and Appropriating a Dingell-Johnson Sport Fish Restoration Act Grant from the Alaska Department of Fish and Game in the Amount of \$41,950 for Phase I of the Fish Grinding Building Replacement Project. City Manager/Port Director.

Item Type: Backup Memorandum
Prepared For: Mayor and City Council
Date: February 21, 2024
From: Port Director Hawkins
Through: Rob Dumouchel

I am pleased to report that the City has been awarded a Dingell-Johnson Sport Fish Restoration Act grant from the Alaska Department of Fish and Game (ADF&G) to assist with replacing the Fish Grinding Building and completing drainage improvements to meet DEC standards.

The current 22-year old, metal clad building is rusting out in several areas, compromising its structural integrity and severely degrading electrical fixtures. The new proposed building will be constructed on the same concrete footprint, utilize existing utility hook ups and designed with corrosion-resistant materials to protect the fish grinder and associated equipment from the elements, saving on costly equipment maintenance and repairs. Site work completed as part of the project will create a drainage system in the tote storage area to insure the facility remains compliant with DEC regulations.

Under a Cooperative Agreement #23-177 with ADF&G, funding for the Fish Grinding Building improvements will proceed in two phases. The Ordinance before you for consideration provides \$41,950 in State and Federal grant funds to complete Phase I, design and permitting. Phase II is construction of the improvements. Once Phase I is complete and a final construction budget is submitted, ADF&G will submit an amended application for Federal Assistance to request the additional funds needed for bidding and construction. The City will be responsible for 25% match for Phase II.

Port and Harbor Reserve funds in the amount of \$100,000 that were originally appropriated in the FY22 Capital Budget (and renewed in the FY24 Capital Budget) for the Fish Grinding Replacement Project will be used for local match funds.

Recommendation: Accept and appropriate the Dingell-Johnson Sport Fish Restoration Act Cooperative Agreement for a grant in the amount of \$41,950 for Phase I of the replacement project.



Alaska Department of Fish and Game
Division of Administrative Services
P.O. Box 115526
Juneau, AK 99811-5526

Cooperative Agreement # 23-177

Title: Homer Harbor Fish Grinding Building Renovation, Project F-13-D-186

Between:

**Alaska Department of Fish and Game
Division of Sport Fish
and
City of Homer**

I. AUTHORITY:

This agreement is entered into by and between the Alaska Department of Fish and Game, Division of (hereinafter referred to as the "ADF&G" or the "Department") and the City of Homer (hereinafter referred to as "CITY").

ADF&G enters into this agreement under the authority of AS 36.30.850 (c), and the Federal Formula Grant Sport Fish Restoration, Homer Harbor Fish Grinding Building Renovation Program (USDOI, CFDA# 15.605, FAIN: F24AF00346-00, Project F-13-D-186 Boating Access Funding Coastal States Allocation: Marine 100%).

II. PURPOSE OF THE AGREEMENT:

This agreement will improve public recreational boating and sport fishing facilities by replacing the fish carcass grinding building and improving drainage to comply with regulatory requirements at the Fish Grinding Facility located at the City of Homer Small Boat Harbor. The City of Homer Port and Harbor Department manages several fish-cleaning tables where boating anglers clean their sport-caught fish. The discarded fish carcasses are transported from the fish cleaning tables to a grinding building where fish waste is mixed with saltwater and ground, then pumped to an underwater outfall into Kachemak Bay.

The existing 22-year-old fish grinding building has reached the end of its useful life and needs replacement. Due to salt air and the saltwater slurry used in the fish grinding process, the metal building has rusted in several areas compromising its structural integrity, as well as plumbing and electrical fixtures. In addition, drainage improvements to prevent fish waste from incorrectly entering a storm drain are needed to comply with regulatory requirements set by the Alaska Department of Environmental Conservation (DEC). This project will replace the fish grinding building with materials to withstand the salt environment, and correct water quality issues by creating a drainage system to ensure all fish leakage is channeled into the outfall line.

III. TERM OF THE AGREEMENT:

The effective date of this agreement shall be from the date of the final signature and expiring 12/31/2044. Federal Funding is approved through 12/31/2024; however, the design life of this facility is 20 years therefore this COOP will expire 12/31/2044.

IV. PROJECT OBJECTIVES:

This project will be divided into two phases: Phase I will provide design and permitting; Phase II will provide for construction of the improvements. Upon Completion of Phase I, ADF&G will submit an amended Application for Federal Assistance to request additional funds needed for bidding, and construction of the improvements (Phase II).

1. ADF&G and The CITY shall cooperate in making the improvements to be provided under this agreement. ADF&G shall provide design criteria for the improvements. The CITY shall be the leading agency in accomplishing all the work necessary to make the improvements. The CITY will be the lead agency responsible for hiring a consulting firm to provide design services and permitting. The CITY will also be the lead agency responsible for all construction related activities to complete the project. The project shall be designed by a professional engineer registered in the State of Alaska unless exempt under AS 08.48.331.
2. The CITY shall perform the following tasks in accomplishing this project:

Phase I: Design and land status: The design shall be of sufficient detail to allow the CITY to develop a project budget, obtain all required permits and dedicate the land as specified in paragraph VI.1. below. Any funds not used for Phase I tasks shall be available for construction-related (Phase II) activities.

Phase II: Construction bidding: The CITY shall not proceed to start work with its own personnel or advertising for contractor bids until notified in writing by ADF&G that USF&WS has approved the project. In the event USF&WS approval is not obtained by ADF&G or the non-federal match requirement cannot be acquired, this agreement shall be terminated. During the bidding process, the CITY shall send to ADF&G a copy of the bid package and all addenda that may be issued.

Construction: The CITY shall provide ADF&G with a copy of the proposed construction schedule. The CITY shall also promptly notify ADF&G of all changes made to the schedule or the design. At the completion of the construction work, the CITY shall provide ADF&G with a copy of the as-built plans. Reimbursement for construction work shall be contingent on ADF&G approval of work actually performed.

ADF&G review of designs, plans, specifications, or other project-related documents will be to ensure conformance to the purpose of this agreement and shall not constitute engineering review nor relieve the CITY from responsibility to prepare an adequate design, meet code compliance, or assure that cost principles are applied to change orders.

V. COVENANTS OF THE ALASKA DEPARTMENT OF FISH AND GAME:

1. To provide design criteria for the improvements (Phase I) for the future construction of the City Homer Small Boat Harbor fish grinding facility, hereinafter referred to as the "facility." Phase I will consist of design, permitting, and compliancy activities and Phase II will consist of construction-related activities. Once Phase I is complete, this agreement will be amended to address additional funding needed for Phase II of the project. The total estimated cost of Phase I is \$41,950. The source of funding for Phase I shall be 75% from the Federal Aid in Sport Fish Restoration Act (Dingell- Johnson/Wallop-Breaux) and 25% from ADF&G matching funds. Availability of these funds shall be subject to approval of the project by the Federal Aid Office of the U.S. Fish and Wildlife Service (USF&WS).
2. To authorize the CITY to continue to manage and maintain the fish cleaning and fish waste disposal facility as a CITY facility, which will be operated primarily for the benefit of recreational power boaters and sport anglers.
3. To perform a final inspection of the completed project to verify compliance with this agreement.

VI. COVENANTS OF THE CITY OF HOMER:

The CITY will be the lead agency in accomplishing all work necessary to make the improvements. The CITY will be the lead agency responsible for hiring a consulting firm to provide permitting and design services. The CITY will also be the lead agency responsible for all construction related activities to complete the project.

1. To dedicate to this project, the CITY owned uplands and/or tidelands under and immediately adjacent to the facility. The parcel shall be used exclusively for the facility and related uses incidental to this project. The CITY fish cleaning tables and fish grinding facility locations are shown on Attachment A.

The CITY warrants that it has the right, power, and authority to construct the improvements on the property and that there are no restrictions, covenants, easements, rights-of-way, or uses which would prevent the CITY from constructing the improvements on the property.

2. To complete the construction of the facility funded by this agreement prior to 12/31/2024. In the event the funding provided by ADF&G is not sufficient to cover all costs incurred by the CITY in completing this project, the CITY shall provide all additional funding that may be needed; provided, however, that the CITY shall not be obligated to provide additional funding for Phase II of the project unless and until this agreement is amended by mutual agreement to address additional funding needed for Phase II
3. To manage and maintain the facility for public use until 12/31/2044. The facility will be managed primarily for the benefit of the recreational boating and sport fishing public to clean sport caught fish. No change in this use will be made without prior written approval of ADF&G.
4. Management activities and maintenance services shall ensure orderly public use and keep the facility clean and in a good state of repair. Management and maintenance may be adjusted seasonally commensurate with seasonal use.
5. ADF&G will consider the CITY in default of this agreement if the CITY fails to provide adequate management or maintenance, or allows incompatible uses of the facility that effectively limits public use by recreational boaters and sport anglers. Reasonable regulation of use of the facility and temporary closure for maintenance and repair shall not constitute a denial of access to the facility.
6. To obtain and comply with all federal, state, and local permits required for construction and maintenance of the project.
7. To install a sign identifying the participation of ADF&G, the Federal Aid in Sport Fish Restoration program, and sport anglers in facility development. To install additional signage as deemed appropriate, to indicate that the primary use of the facility is for the benefit of the recreational boating and sport fishing public.
8. To be responsible, for a period of one year from the date of ADF&G's final inspection, for correcting all defects in the design or construction when the defect is brought to the attention of the CITY, without additional cost to ADF&G. Liability for damages to persons and arising out of the Project and caused by inferior or defective equipment or workmanship, or which not in accordance with the terms of this agreement shall be borne by the CITY in accordance with Alaska law. The forgoing shall not be construed to limit or restrict the liability of any third-party for such claim or for contribution to same.
9. To maintain adequate insurance in conjunction with the design, construction, and maintenance of the improvements.
10. The CITY shall perform all aspects of the project in compliance with appropriate laws and regulations which include but are not limited to the following:
 - a. Local Building Codes - the CITY shall comply with applicable local buildings codes and shall obtain a building permit if required (AS 35.10.025).
 - b. Historic Preservation - the CITY shall comply with AS 41.35.070 to preserve historic, prehistoric, and archeological resources threatened by public construction.
 - c. Public Contracts - the CITY shall comply with AS 36.05 in determining the wages and hours of labor on public contracts.
 - d. Political Activity - Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
 - e. Civil Rights - Pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title I, II & III of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975 and Title IX of the Education Amendments of 1972, no person shall, on the grounds of race, color, national

origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.

- f. Allowable costs/Cost principles - OMB 2 CFR 200 establishes principles and standards for determining costs applicable to grants, contracts, and other agreements with state and local governments. A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness and allocability.
 - g. Drug-free Workplace Act - the CITY, by signing this agreement, certifies that they will provide a drug-free workplace.
 - h. Debarment/Suspension – The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
 - i. Audits- The CITY acknowledges that 75% of the funding for this agreement is from the Federal Aid office of the U.S. Fish and Wildlife Service under CFDA 15.605. THE CITY acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.
 - j. Workers Compensation Insurance – The CITY shall provide and maintain, for all employees engaged in work under this agreement, coverage as required by AS 23.30.045, and, where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements.
 - k. Open Competition – The CITY shall comply with Executive Order 14063 dated February 4, 2022, prohibiting any requirements or bidding preferences based on contractor affiliation with labor organizations.
11. If the CITY handles hazardous materials on the site, the CITY agrees to employ adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with applicable federal, state, and local laws. Hazardous materials include but are not limited to fuels and lubricants commonly used in vehicles and boats.

In the event of a hazardous materials spill by the CITY or the public using the site, the CITY shall act promptly, at its own expense, to contain the spill, repair any damage, absorb, and clean up the spill area, and restore the site to a condition satisfactory to the ADF&G and in accordance with applicable federal, state, and local laws. The CITY shall be the lead agency in requesting additional funds from the legislature to cover the cost of spill clean-up. ADF&G shall support such requests.

If contamination of the site occurs as a result of the CITY's negligence, reckless or misconduct in the management of the site, the CITY shall indemnify, defend, and hold harmless the ADF&G from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

VII. POINTS OF CONTACT:

ADF&G Contacts:

Primary Point of Contact: Tracy Smith, ADFG Fishery Biologist 4, 907-746-6337, tracy.smith@alaska.gov.
Twyla Anderson, ADFG Accounting Technician 3, 907-465-1388, dfg.dsf.boat.access@alaska.gov.

City of Homer Contacts:

Primary Point of Contact: Jennifer Carroll, Cooperator Project Leader, 907-435-3101, jcarroll@ci.homer.ak.us.
Rob Dumouchel, City of Homer, City Manager, 491 E Pioneer Avenue, Homer, AK 99603, 907-235-8121, citymanager@cityofhomer-ak.us.

VIII. FINANCIAL CONSIDERATIONS:

This project is funded by the U.S. Department of the Interior, CFDA 15.605, FAIN# F24AF00346-00, \$31,462.50 75% Fed / \$10,487.50 25 % Fish & Game (Phase I). Upon Completion of Phase I, ADF&G will submit an amended Application for Federal Assistance to request additional funds needed for Phase II. The CITY of Homer will be responsible for providing the 25% Match in Phase II. 75% Fed / 25% City of Homer (Phase II).

The CITY will be reimbursed only for the cost of work actually completed which is directly related and allocable to the project and which ADF&G has approved. Reimbursement will be made within 30 days of receipt and approval, by ADF&G, of a request for reimbursement from the CITY. All requests for reimbursement shall be adequately documented. Documentation may include copies of materials invoices, payroll ledgers, equipment logs, contract payments, etc. In the event of a late payment, ADF&G will not pay late fees. Requests for reimbursement shall be emailed no more frequently than once a month to Tracy Smith at: Tracy.smith@alaska.gov.

The CITY shall maintain a separate set of accounting records for this project and shall retain these records for a period of three years from the termination of the agreement. These records shall be made available to the state for audit purposes. With the exception of the initial and final payment, requests for reimbursement shall be in amounts not less than \$25,000. If the CITY chooses to make monthly billings, such billings will be held by ADF&G until the total amount reaches at least \$25,000.

IX. FEDERAL COMPLIANCE REQUIREMENTS:

1. Political Activity – Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.
2. Civil Rights – No person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded in whole or in part by federal funds.
3. Allowable Costs/Cost Principles – 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, establishes principles and standards for determining costs for Federal awardees carried out through grants, cost reimbursement contracts, and other agreements with State and local governments and federally-recognized Indian tribal governments (governmental units). A cost is allowable for federal reimbursement only to the extent of benefits received by federal programs, and costs must meet the basic guidelines for allowability, reasonableness, and allocability.
4. Drug-Free Workplace Act – THE CITY OF HOMER, by signing this agreement, certifies that they will provide a drug-free workplace.
5. Debarment/Suspension – THE CITY OF HOMER, by signing this agreement, certifies that neither it, nor its principals or subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
6. Where THE CITY OF HOMER is unable to certify to any of the statements in this certification, THE CITY OF HOMER shall attach an explanation to this agreement.
7. The terms of the Build America, Buy America Act apply to this project.
Pursuant to Section 70914 of the Infrastructure Investment and Jobs Act (Public Law 117-58) and the Build America, Buy America Act requires that on or after May 14, 2022, none of the funds under a Federal award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. [“Buy America” Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior](#)
8. Audits – THE CITY OF HOMER acknowledges that 75% of the funding for this agreement is from the Federal Formula Grant, Sport Fish Restoration, CFDA 15.605. THE CITY OF HOMER acknowledges that receipt of federal funds may create audit requirements under OMB 2 CFR 200.

X. GENERAL PROVISIONS

1. Nothing in this agreement shall obligate any party in the expenditure of funds, or for future payments of money, in excess of appropriations authorized by law.
2. Each party agrees that it will be responsible for its own acts and omissions including those of its officers, agents, and employees for damages to property or injury to persons occasioned by each party's own acts or omissions in connection with the terms of this agreement.
3. Both parties agree to comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.
4. Each party will comply with all applicable laws, regulations, and executive orders relative to Equal Employment Opportunity.
5. Nothing herein is intended to conflict with federal, state, or local laws or regulations. If there are conflicts, this agreement will be amended at the first opportunity to bring it into conformance with conflicting laws or regulations.
6. Policy and position announcements relating specifically to this cooperative program may be made only by mutual consent of the agencies.
7. The effective date of this agreement shall be upon final signature.
8. The termination date of this agreement shall be 12/31/2044. However, either party may terminate its participation in this agreement by providing the other party notice in writing 30 days in advance of the date on which its termination becomes effective.

a. Agreement expires on 12/31/2044:

ADF&G shall have the option to negotiate an extension of this agreement with The CITY for the continued use of the facility for sport fishing's benefit. ADF&G shall have 90 days after the expiration of this agreement in which to notify The CITY of its intent to exercise this option. If ADF&G does not exercise this option, all improvements shall become the property of the CITY.

b. ADF&G terminates its involvement:

If prior to 12/31/2044, ADF&G finds that there is no longer a need for the sport fishing improvements covered by this agreement, then this agreement shall be terminated. Improvements funded by ADF&G shall become the property of The CITY at no additional cost to the CITY.

c. The CITY terminates its involvement:

If prior to 12/31/2044, The CITY closes the facility to the public, does not comply with the requirements of this agreement or terminates its involvement in the purpose of this agreement, this agreement shall be terminated, and The CITY shall reimburse ADF&G:

- i. An amount equal to 5 percent of the total project funding provided by ADF&G for each full year remaining in the initial term of this agreement between the date of termination and 12/31/2044 (e.g., if three years remain, an amount equal to 15 percent of the total project funding provided by ADF&G); and
- ii. The appraised fair market value, as of the date of The CITY's termination, of any land acquired for the project with ADF&G funds.

This agreement shall be terminated when The CITY's reimbursement to ADF&G is completed. The CITY shall not be required to reimburse ADF&G in the event the facility must be closed to protect public safety because of casualty damage arising from a catastrophic occurrence.

9. A free exchange of research and assessment data among agencies is encouraged and is necessary to ensure the success of these cooperative studies.
10. The CITY, and any agents or employees act in an independent capacity and not as officers, employees, or agents of the State in performance under this agreement.
11. This agreement may be amended by mutual written consent of the parties.
12. The CITY, by signing this agreement, certifies that neither it, nor its principals or subcontractors, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal financial assistance programs or activities.
13. Force Majeure: The parties to this contract are not liable for the consequences of any failure to perform, or default in performing, any of their obligations under this Agreement, if that failure or default is caused by any unforeseeable Force Majeure, beyond the control of, and without the fault or negligence of, the respective party. For the purposes of this Agreement, Force Majeure will mean war (whether declared or not); revolution; invasion; insurrection; riot; civil commotion; sabotage; military or usurped power; lightning; explosion; fire; storm; drought; flood; earthquake; epidemic; quarantine; strikes; acts or restraints of governmental authorities affecting the project or directly or indirectly prohibiting or restricting the furnishing or use of materials or labor required; inability to secure materials, machinery, equipment or labor because of priority, allocation or other regulations of any governmental authorities.
14. The CITY shall indemnify, hold harmless and defend ADF&G from and against any claim of, or liability for error, omission, or negligent act of The CITY under this agreement. The CITY shall not be required to indemnify ADF&G for a claim of, or liability for, the independent negligence of ADF&G. If there is a claim of, or liability for, the joint negligent error or omission of The CITY and the independent negligence of ADF&G, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CITY" and "ADF&G" as used within this paragraph, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in ADF&G's selection, administration, monitoring or controlling of the CITY and in approving or accepting the CITY's work.
15. Nothing in this agreement transfers title or land jurisdiction other than set forth herein.

XI. APPROVING SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of last signature below.

THE CITY OF HOMER

ALASKA DEPARTMENT OF FISH AND GAME

Rob Dumouchel, City Manager
City of Homer

Israel Payton, Director
Division of Sport Fish

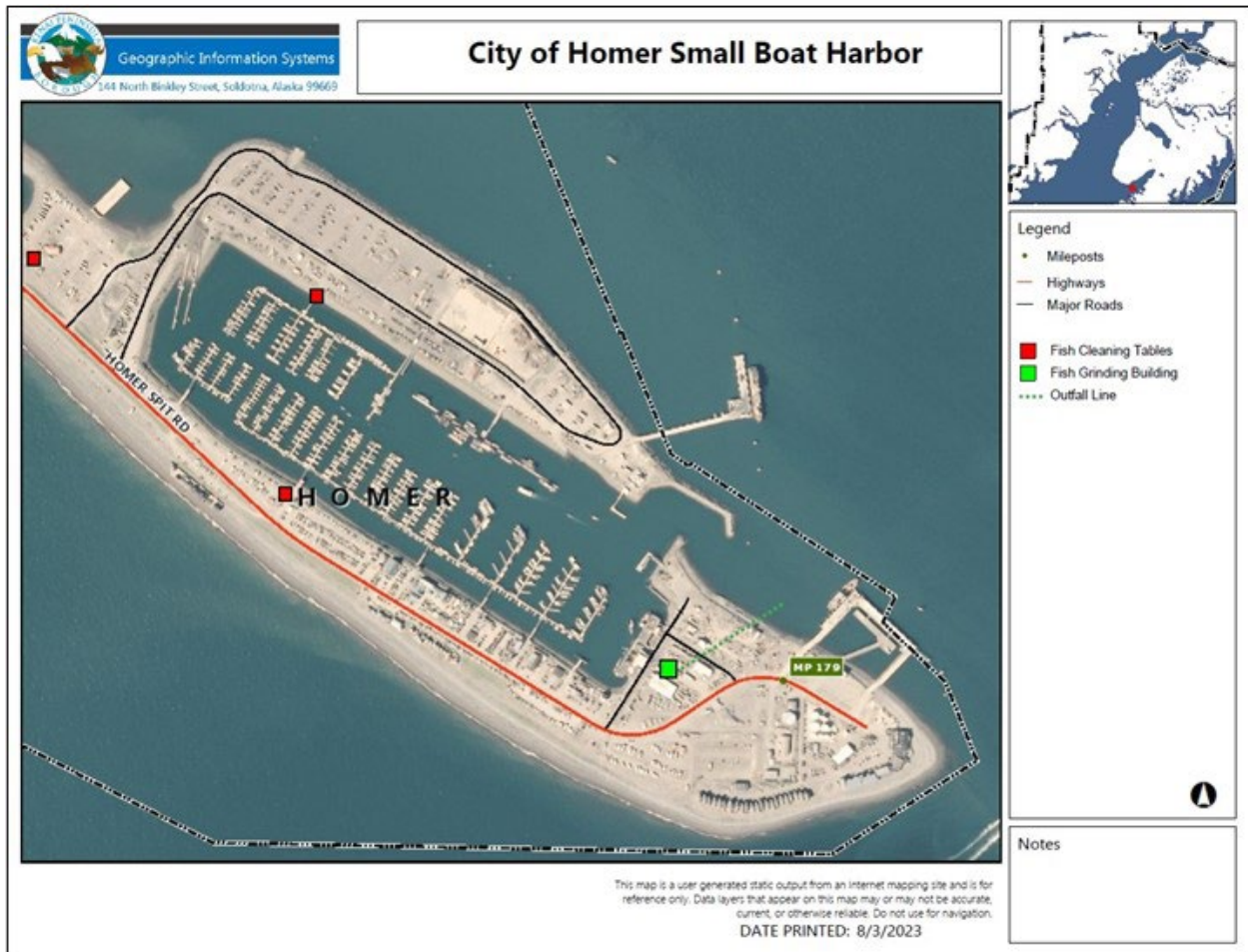
Date

Date

Bonnie N. Jensen, Director
Division of Administrative Services

Date

Attachment A: Fish cleaning tables and grinding building locations.



APPENDIX A INDEMNITY AND INSURANCE

Article 1. Indemnification

The contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission, or negligent act of the contractor under this agreement. The contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the contractor and the independent negligence of the contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "contracting agency," as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the contracting agency's selection, administration, monitoring, or controlling of the contractor and in approving or accepting the contractor's work.

Article 2. Insurance

Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the contracting officer prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance: The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance: covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

2.3 Commercial Automobile Liability Insurance: covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

1 **CITY OF HOMER**
2 **HOMER, ALASKA**

3 City Manager/
4 Port Director

5 **ORDINANCE 24-16**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE FY24 CAPITAL BUDGET BY ACCEPTING AND
9 APPROPRIATING A DINGELL-JOHNSON SPORT FISH
10 RESTORATION ACT COOPERATIVE AGREEMENT AWARD FROM
11 THE ALASKA DEPARTMENT OF FISH AND GAME IN THE AMOUNT
12 OF \$41,950 FOR PHASE I OF THE FISH GRINDING BUILDING
13 REPLACEMENT PROJECT.

14
15 WHEREAS, The City’s Fish Grinding Building annually processes a large amount of fish
16 waste generated by commercial sport fishing activity and collected from the City’s public fish
17 cleaning tables for environmentally sound disposal; and

18
19 WHEREAS, Replacing the twenty-two-year-old, badly-corroded metal clad Fish
20 Grinding Building with corrosion-resistant materials and correcting a site drainage/water
21 quality issue is a project in the City’s Capital Improvement Plan; and

22
23 WHEREAS, The City of Homer applied for and was awarded \$41,950 in Dingell-Johnson
24 Sport Fish Restoration Act grant funds from the Alaska Department of Fish and Game (ADF&G)
25 to complete project design and permitting (Phase I) for the Fish Grinding Building Replacement
26 project; and

27
28 WHEREAS, Upon completion of Phase I of the project and receipt of a final construction
29 budget, ADF&G will submit an amended application for Federal Assistance to request the
30 additional funds needed for bidding and construction; and

31
32 WHEREAS, Construction costs in Phase II will be covered 75 percent by grant funds and
33 25 percent local match utilizing Fish Grinding Building Replacement funds budgeted in the
34 FY2024 Capital Budget; and

35
36 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

37
38 Section 1. The Homer City Council hereby amends the FY24 Capital Budget by
39 accepting and appropriating the Dingell-Johnson Cooperative Agreement #23-177 award from
40 the State of Alaska Department of Fish and Game in the amount of \$41,950 as follows:
41
42

43

44	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
45	415-XXXX	Dingell-Johnson Cooperative Agreement #23-177	\$41,950

46

47 Section 2. The City Manager is authorized to execute the appropriate documents.

48

49 Section 3. This ordinance is a budget amendment only, is not of a permanent nature
50 and is a non code ordinance.

51

52 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this 11th day of March, 2024.

53

54

55 CITY OF HOMER

56

57

58

59 _____
KEN CASTNER, MAYOR

60

61 ATTEST:

62

63

64 _____
65 MELISSA JACOBSEN, MMC, CITY CLERK

66

67 YES:

68 NO:

69 ABSTAIN:

70 ABSENT:

71

72 Introduction:

73 Public Hearing:

74 Second Reading:

75 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: March 7, 2024
SUBJECT: City Manager's Report for March 11, 2024 Council Meeting

EPA Award

The City of Homer has been selected to win an award from the EPA's Drinking Water SRF AQUARIUS program. The AQUARIUS program recognizes exceptional projects funded by the Drinking Water State Revolving Loan Fund (DWSRF) in six different categories which include excellence in: innovative financing, system partnerships, community engagement, environmental and public health protection, creative solutions, and climate change mitigation and adaptation. The City of Homer will receive the excellence in climate change mitigation and adaptation award for our seawall Armor Rock project. This award category is new as of this year's award cycle, and we will be the first winners. Winners will be recognized at the Council of Infrastructure Financing Authorities (CIFA) Summit in Washington, DC on April 3, 2024 and the City will be providing a one-minute long video for the awards ceremony.

Homer All-Ages and Abilities Pedestrian Pathway Wins State Grant

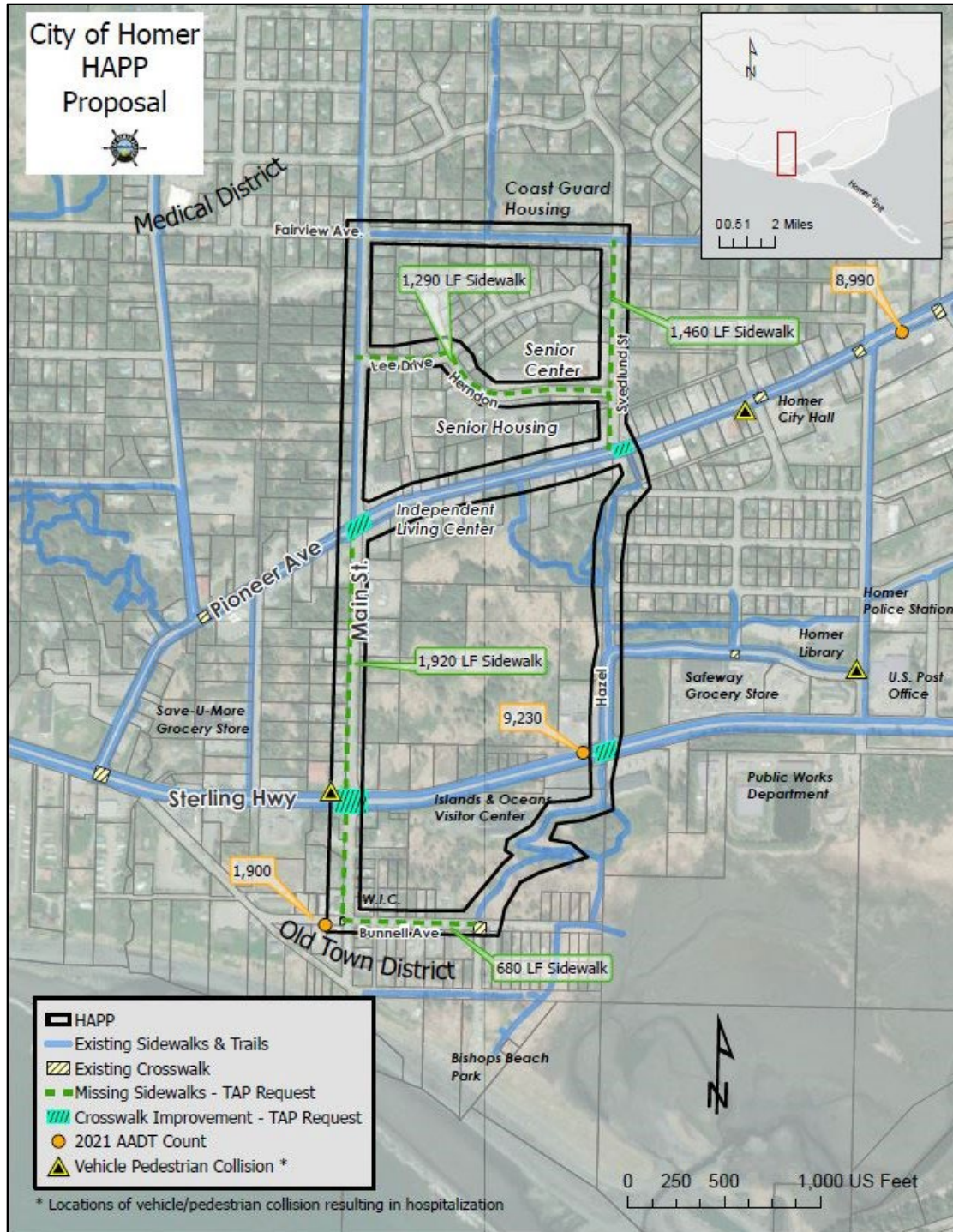
Alaska Department of Transportation recently announced that the Homer All-Ages and Abilities Pedestrian Pathway (HAPP) project was awarded Transportation Alternatives Program (TAP) grant funds in the amount of \$3,487,500. Funding will complete design and construct 5-foot wide asphalt sidewalks (with concrete curbs and gutter, ADA-compliant curb cuts, and storm drain renovations where needed) on the following roads:

- a. Main Street South, between Pioneer Ave and Bunnell Avenue
- b. Bunnell Ave, between Main St and Beluga Place
- c. Svedlund Street, between Pioneer Ave and Fairview Ave
- d. Herndon Avenue and Lee Drive to Main Street

High visibility crosswalks were also requested for Pioneer Avenue at Svedlund, and on the Sterling Hwy at Pioneer Avenue, Main Street and Hazel Avenue.

While the funding is contingent on the Alaska STIP receiving Federal Highway Administration approval, and Council agreement to the terms required by the state in any grant agreements, we are excited about this news! The project fills significant gaps in Homer's non-motorized transportation network within the downtown core that the City and Homer citizens have long advocated for. This was truly a group effort. Thanks to the Independent Living Center staff who worked with City staff to develop the HAPP concept (combining disparate City sidewalk projects into a single project). Thanks to the many non-motorized

transportation advocates who participate in community-wide planning and write letters to support City funding applications, and to the City of Homer voters who approve the HART fund which provides valuable



matching funds for opportunities like this.

At some point, DOT&PF’s regional transportation planner will reach out to the City to initiate the Memorandum of Agreement (MOA) process, which will lay out the specifics of the collaboration and coordination between DOT&PF and the City. Our understanding of the TAP program is that the State will construct the project. The City, as acknowledged in Resolution 23-013, would be required to provide a matching funds which a currently estimated to be 10.03% of the total project which equals \$387,500. The FY24/25 set aside “HART Roads Match” funds of \$500,000 in anticipation of a grant award for this project. Other City commitments will include wayfinding pedestrian signs on Main Street, Svedlund Avenue and

Pioneer Avenue, and a Neighborhood Information sign on Bunnell Avenue per the Wayfinding/Streetscape Plan. The City will also assume maintenance of the sidewalk on Main St South (not ownership).

Video Pilot Project

Deputy Clerk Zach Pettit and Assistant to the City Manager Lori Pond have been collaborating with me on a pilot project that creates short videos previewing City Council agendas and providing brief recaps after Council meetings. The goal is to engage the public with a new channel of marketing for Council meetings and activities. We've completed a few test runs in-house in an effort to dial in the templates and processes for creating these videos quickly and efficiently. We are intending to begin publishing videos publicly to the City website and social media accounts this month. We are excited to have another way to reach out to the public with information about their local government.



Mid-Biennium Budget Adjustment

In March, I will begin reviewing the budget with the leadership team to assess how the FY24 operating budget has met, or not met, expectations so far. We will work to identify potential modifications for FY25. We will likely have a few additions or adjustments for the FY24/25 capital budget as well. I expect that we will begin talking about our findings and proposed modifications with Council in April, and then aim to have a budget adjustment approved in late May or early June.

Questions about Microplastics in Water

The Public Works Department has received a few questions recently in regards to microplastics and the City of Homer's drinking water following the news article titled "[Microplastics prevalent in Kenai Peninsula waterways](#)" published in the Homer News on February 7, 2024. The City of Homer obtains its drinking water from the Bridge Creek Reservoir. The water is pumped from the reservoir to the Water Treatment Plant. The Water Treatment Plant uses a state of the art ultrafiltration membrane treatment system to produce high quality drinking water that meets or exceeds USEPA drinking water standards. The ultrafiltration membranes

are capable of removing colloidal particulate matter, bacteria, and viruses from the water prior to the water entering the drinking water distribution system where it is eventually distributed to individual households for use. The removed material is dried out and disposed of appropriately. The City is in the process of replacing the membrane filter trains at the Water Treatment Plant. Council approved a contract with Zenon Environmental Corporation for the purchase of five membranes across the next five years (Resolution 23-123, purchases of membranes two through five are contingent upon Council appropriating the funds for each unit).

Microplastics can be derived from numerous sources ranging from plastic wastes degrading in the environment to the clothing we wear. Microplastics are defined as plastic debris measuring less than 5 millimeters (or 5,000,000 nanometer) in size and can be as small as 100 nanometers. The ultrafiltration membrane used in the City's Drinking Water Treatment Plant has a porosity of 0.04 micrometers (or 40 nanometers). Microplastics are larger in size than the pore size diameter of the ultrafiltration membranes, and the microplastics are being filtered out and removed from the drinking water before the water enters the water distribution system.

Comprehensive Plan Update

Agnew:Beck will be in Homer the week of March 25th meeting with staff, Council, commissions, various stakeholders, and the general public. The Comprehensive Plan will be the subject of a joint work session with Council and the Planning Commission on March 26th, the Port and Harbor Advisory Commission meeting on March 27th, and the City and Agnew::Beck will be hosting the first public meeting on March 28th at Islands and Oceans from 6p to 8pm. The project website is now live and can be viewed at: <https://homercompplanupdate.com/>

New Pumper Tanker Design Visit

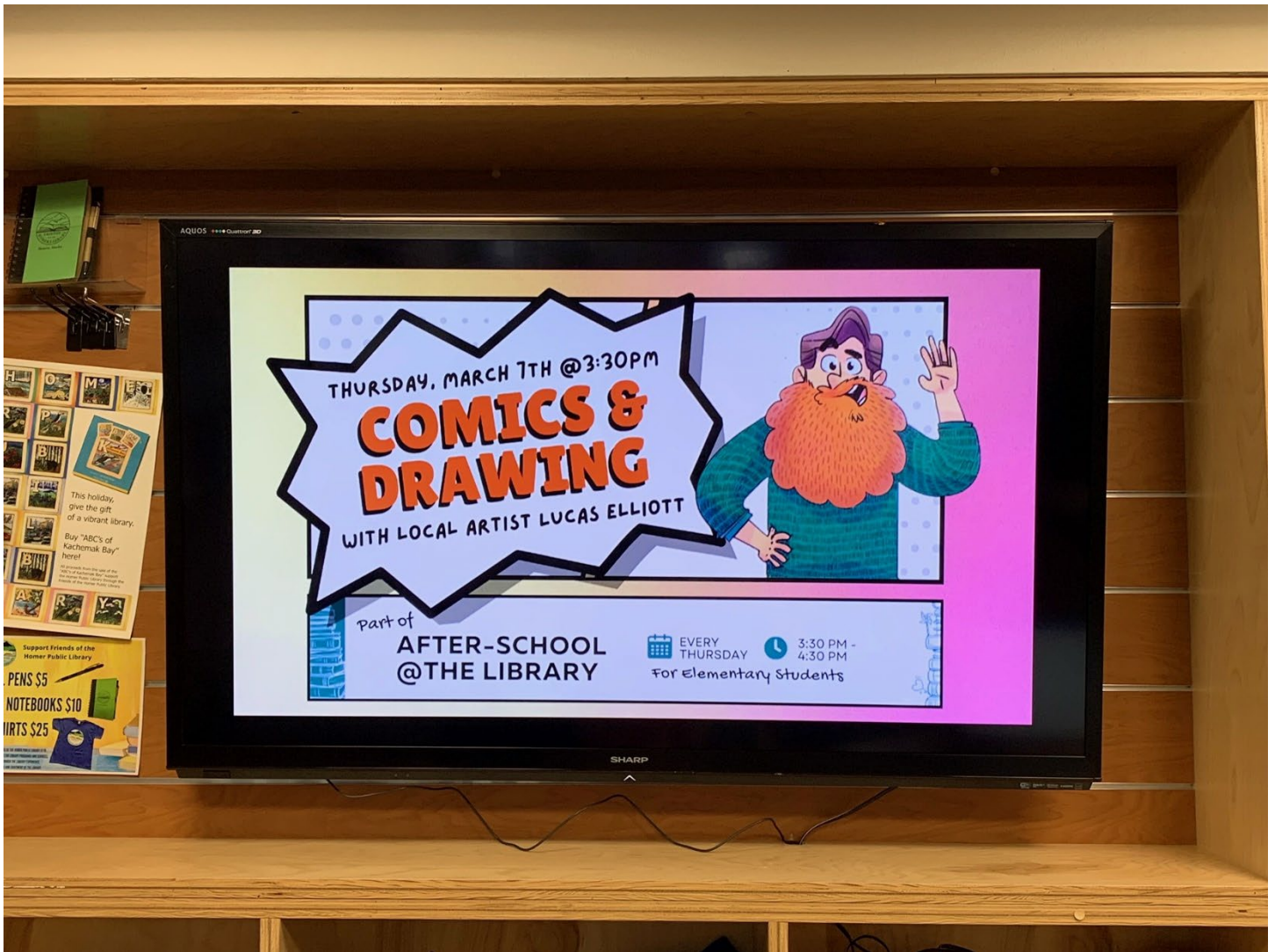
Chief Kirko will be headed to Appleton, Wisconsin to review the final drawings of the two pumper tankers being built by Piece Manufacturing. Homer and Kachemak City both ordered vehicles at the same time, and Chief Kirko is providing review for both entities as part of our fire services agreement with our neighboring city. Chief Kirko will be reviewing truck specifications and working with the engineers to ensure the build out meets the needs of our firefighters and the context of firefighting in Alaska. The new apparatus are slated to have seating capacity for six firefighters (current vehicles seat three), they will have a 2500 gallon capacity (500 gallons more than the current apparatus), and the equipment storage capacity will nearly double. The vehicles will also have stronger motors and transmissions to allow for improved hill climbing capabilities, and stronger brakes for safer descents.

How to Run for Elected Office Event

Kenai Peninsula Votes, the League of Women Voters, and the City Clerk's office are collaborating on a program for citizens who are interested in learning more about running for office. The forum will include information on qualifications to run for office, filing deadlines, and Alaska Public Office Commission (APOC) requirements related to State, Borough, and City candidacy. There will also be a panel of citizens who have held these offices to share some perspective on what it's like to hold an elected seat, time commitments involved, challenges and rewards of serving, and to answer questions from the audience. The event is scheduled for Thursday, April 4th from 5:30 p.m. to 7:30 p.m. at the City Hall Cowles Council Chambers. An informational flyer is being developed and should be out soon!

Library Improvements

The Building Maintenance Division hung a “new” display screen at the Library’s front desk. This was made possible by the replacement of the television in the Library’s meeting room. This screen, now that it has been redeployed to the front desk area, will be used for displaying information to the public regarding upcoming events, library hours, upcoming events, highlights of the collection, and featured services or resources like electronic databases and special equipment of which the public may not be aware.





Dear Homer City Council (Sprout Champions),

In 2023, Sprout Family Services was awarded the Homer Foundation City Grant to support programming for families with young children. Because of this funding, we were able to offer more opportunities for caregivers to build social connections, learn about child development, and positively foster their child’s growth. It is our mission at Sprout to promote the healthy development of children *in partnership* with families and *community*. The Homer Foundation City Grant is one way the Homer City Council can play an active role in this partnership. *How does the Homer Foundation City Grant positively impact the families served by Sprout?*

Playgroup Champions

Funds from the city grant were used to purchase developmentally appropriate equipment, toys, food, and safety supplies for use at Sprout sponsored playgroups. These items allow us to create safe, play environments that engage families and encourage young children to explore. Funds from the grant were also used to support increasing a caregiver’s knowledge of child development. We offer families valuable information on early childhood development through the Parents As Teachers curriculum. If a caregiver has a question about development, including topics ranging from sleep to dental health, we can give them information that is grounded in research, relationship based, and relevant to their child’s needs.

Parenting Workshop Support

Funds from the city grant were also used to purchase an annual subscription to the Conscious Discipline e-course “Building Resilient Homes & Schools.” Up to 75 individuals/families now have access to content that builds family resilience through brain-based social emotional learning. Sprout will also be able to dedicate staff time to leading workshops that focus on the skills of Conscious Discipline and how they can uniquely apply to families.

There are many ways to partner with families to ensure their children have healthy, safe, and positive starts. We are grateful for the Homer City Council and their contribution to programming that puts Sprout’s partnerships with families first. Sprout’s vision is that all children are valued and fully nurtured and give the same to the next generation. Thanks to City Council we can work on that vision together!

