

City Council
April 25, 2011
Monday



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



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



April/May 2011

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|----------------------------------|--|
| Monday 25th | CITY COUNCIL Worksession 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m. |
| Wednesday 27th | PORT AND HARBOR ADVISORY COMMISSION Regular Meeting 5:00 p.m. |
| Monday 2nd | CITY HALL RENOVATION AND EXPANSION TASK FORCE 5:00 p.m. |
| Tuesday 3rd | LIBRARY ADVISORY BOARD Regular Meeting 5:00 p.m. |
| Wednesday 4th | PLANNING COMMISSION Worksession 5:30 p.m. and Regular Meeting 7:00 p.m. |
| Monday 9th | CITY COUNCIL Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m. |

Regular Meeting Schedule

City Council 2nd and 4th Mondays 6 p.m.

Library Advisory Board 1st Tuesday 5 p.m.

Economic Development Advisory Commission 2nd Tuesday 6 p.m.

Parks and Recreation Advisory Commission 3rd Thursday of the months of January, March, May, June, July, August, September and November 5:30 p.m.

Planning Commission 1st and 3rd Wednesday 7 p.m.

Port and Harbor Advisory Commission 4th Wednesday 5 p.m.

Transportation Advisory Committee Quarterly 3rd Tuesday 5:30 p.m.

Public Arts Committee Quarterly 3rd Thursday 5:00 p.m.

Lease Committee Quarterly 2nd Thursday 3 p.m.

Permanent Fund Committee Quarterly 2nd Thursday 5:15 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

JAMES C. HORNADAY, MAYOR – 12

KEVIN HOGAN, COUNCILMEMBER – 12

BARBARA HOWARD, COUNCILMEMBER – 11

DAVID LEWIS, COUNCILMEMBER – 11

FRANCIE ROBERTS, COUNCILMEMBER – 12

MARY E. (BETH) WYTHE, COUNCILMEMBER – 13

BRYAN ZAK, COUNCILMEMBER – 13

City Manager, Walt Wrede

City Attorney, Thomas Klinkner

<http://www.cityofhomer-ak.gov/cityclerk> home page access, Clerk's email address is: clerk@ci.homer.ak.us Clerk's office phone number: direct line 235-3130, other number 435-3106.

HOMER CITY COUNCIL/WORKSESSION
491 E. PIONEER AVENUE
HOMER, ALASKA

APRIL 25, 2011
MONDAY, AT 4:00 P.M.
COWLES COUNCIL CHAMBERS

**MEETING NOTICE
WORKSESSION AGENDA**

1. **CALL TO ORDER, 4:00 P.M.**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
3. **Water and Sewer Rates** Page 7
4. **COMMENTS OF THE AUDIENCE**
5. **ADJOURNMENT NO LATER THAN 4:50 P.M. NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 6:00 P.M. THE NEXT COMMITTEE OF THE WHOLE IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 5:00 P.M.** All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Response to Questions of Council -

1) What % of the Water Usage is the Port & Harbors?

8.67% of the "Other", or (Commercial) Users, or 5,780,182 Gallons of Water Annually.

16 Meters, Total Avg annual costs: \$ 70,694

2) Who Certifies Meters?

Meters are tested at the factory. Each meter comes with a certification indicating conformance to industry standards at high, intermediate and low flow rates.

Meters do over time tend to lose their accuracy (usually measuring less not more). The City, over the last two years, has replaced every meter on the system.

3) How much does it cost to produce a gallon of water?

| | 2011 Water Budget | 2011 Sewer Budget | Combined |
|---------------------|----------------------|----------------------|-------------|
| Budget Expenses | \$1,782,288 | \$1,746,622 | \$3,528,910 |
| 2010 Gallonage Used | 121,179,200 | 104,835,525 | |
| Cost Per Gallon | 0.01471 | 0.01666 | 0.03137 |

4) Can we legally set two separate rates for the bulk users?

..... One for in town users and one for out of town users?

From an initial impression our attorney believed that we could charge different rates for users in town and another rate for users out of town. He is to look into this further.

5) What are the EPA requirements and what are we providing?

Attachment A

EPA (ADEC now that the State has primacy) requires that individuals operating public water and wastewater systems be certified (see attached 18 AAC 74).

The City's water system certifications require Level II for the treatment plant and Level III for distribution.

The City's sewer system certifications require Level III for treatment plant and Level II for collection

The number of employees is not regulated; because Homer's system is relatively large and complex, we do have more employees than other communities with smaller, simpler systems.

6) Please provide what the rates would look like if there was an increase in customer charges and not user fees, enough to cover deficit.

Attachment B

7) What would the rates look like if we followed the rate model?

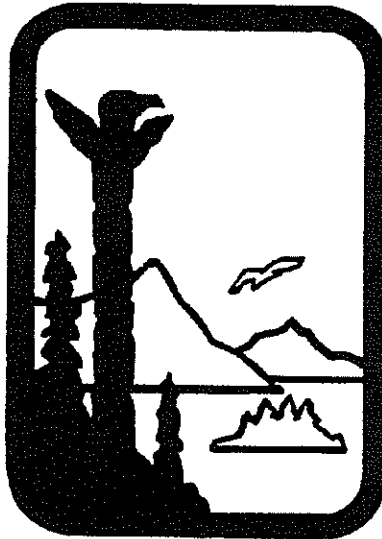
Attachment C

Comparison of current rates to 7) & 8).

Attachment D

STATE OF ALASKA

**DEPARTMENT OF
ENVIRONMENTAL CONSERVATION**



18 AAC 74

**WATER AND WASTEWATER
OPERATOR CERTIFICATION AND TRAINING**

With Amendments Through December 3, 2006

Frank Murkowski
Governor

Kurt Fredriksson
Commissioner

IMPORTANT NOTE TO READER

The regulations in this booklet have been prepared by the Department of Environmental Conservation. They do not constitute an official version of these regulations, nor do they necessarily reflect current law. Any amendments made after the date of this booklet would appear in the published version of the Alaska Administrative Code. If any discrepancy is found between this booklet and the Alaska Administrative Code, the Code should be considered the final authority, unless the discrepancy is the result of a manifest error in the Code

**CHAPTER 74. WATER AND WASTEWATER OPERATOR
CERTIFICATION AND TRAINING.**

**ARTICLE 1. REQUIREMENTS FOR A CLASS I – CLASS IV WATER SYSTEM OR
WASTEWATER SYSTEM.**

Section

- 005. (Expired)
- 006. Applicability
- 010. Supervising operator responsibilities
- 020. Certification requirements
- 030. (Deleted)
- 040. Examination requirements
- 050. Experience and education requirements
- 060. (Repealed)
- 070. (Repealed)
- 080. (Repealed)
- 090. (Repealed)
- 100. (Repealed)
- 110. (Repealed)
- 120. Classification of water and wastewater systems
- 125. Transition for systems increasing in classification
- 130. (Repealed)
- 140. (Repealed)
- 150. (Deleted)
- 160. (Repealed)
- 170. (Repealed)

Editor's note: The subject matter formerly found in 18 AAC 74.060 – 18 AAC 74.080, 18 AAC 74.100 – 18 AAC 74.120, and 18 AAC 74.160 – 18 AAC 74.170, can now be found in 18 AAC 74.800 – 18 AAC 74.870.

18 AAC 74.005. Transition period for September 1993 examination cycle. Expired.
(In effect 5/29/93 - 9/25/93, by em adop., Register 126)

18 AAC 74.006. Applicability. The requirements of 18 AAC 74.006 – 18 AAC 74.125 apply to a

- (1) public or private wastewater system that
 - (A) has 100 or more service connections; or
 - (B) is used or intended for use by 500 or more individuals per day;
- (2) community or non-transient non-community water system that has 100 or more service connections;

- (3) community or non-transient non-community water system that
 - (A) has 15 or more service connections; and
 - (B) is used or intended for use by 500 or more individuals per day;
- (4) community or non-transient non-community water system that
 - (A) has fewer than 100 service connections;
 - (B) is used or intended for use by fewer than 500 individuals per day; and
 - (C) uses a water treatment process that uses
 - (i) coagulation;
 - (ii) chemically-aided filtration;
 - (iii) membrane filtration; or
 - (iv) the addition of more than one chemical to accomplish multiple water treatment objectives; or
 - (v) a combination of water treatment processes not listed in (i) – (iv) of this subparagraph that, in the department's determination, require a high level of operator skill; in determining whether a combination of water treatment processes require a high level of operator skill, the department will consider the advice of the board; and
- (5) community or non-transient non-community water system that
 - (A) has fewer than 15 service connections;
 - (B) is used or intended for use by 500 or more individuals per day; and
 - (C) uses a water treatment process that uses
 - (i) coagulation;
 - (ii) chemically-aided filtration;
 - (iii) membrane filtration;
 - (iv) the addition of more than one chemical to accomplish multiple water treatment objectives; or
 - (v) a combination of water treatment processes not listed in (i) – (iv) of this subparagraph that, in the department's determination, require a high level of operator skill; in determining whether a combination of water treatment processes require a high level of operator skill, the department will consider the advice of the board. (Eff. 1/18/2001, Register 157; am 12/3/2006, Register 180)

Authority: AS 46.30.040 AS 46.30.080 AS 46.30.120

18 AAC 74.010. Supervising operator responsibilities. (a) A public water system, a public wastewater system, and a private wastewater system must be actively supervised as described in (b) of this section each day that the system operates by an operator certified by the department under 18 AAC 74.050 – 18 AAC 74.170. A supervising operator of

(1) a primary operating shift of a system must be certified at a level equal to or greater than the classification of the system under that operator's control;

(2) a secondary operating shift of a system must be certified at no less than one level below that level equal to the classification of the system under that operator's control; a secondary operating shift may not occur on a day without a primary operating shift; and

(3) more than one system must be certified at a level equal to or greater than the highest system classification under that operator's control.

(b) Except as provided in (c) and (d) of this section, a supervising operator described in (a) of this section shall be on-site at the system during normal working hours for that system. If the supervising operator must be absent from the system to attend to system-related business or other routine activities, the supervising operator shall be available to respond by radio or telephone to initiate appropriate action in a timely manner to protect human health, safety, and welfare. After normal working hours, the supervising operator shall be available to respond by radio or telephone.

(c) If the supervising operator cannot be present or available to respond as required in (b) of this section, the system owner shall designate another operator who is certified at the correct level under 18 AAC 74.050 – 18 AAC 74.120 to assume the supervising operator's duties.

(d) Department approval is required for a method of system supervision other than that described in (b) and (c) of this section. The department will approve, with terms and conditions, or will deny a request under this subsection after considering recommendations of the board. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 5/29/93, Register 126; am 1/18/2001, Register 157; am 12/3/06, Register 180)

Authority: AS 46.30.040 AS 46.30.080 AS 46.30.120

18 AAC 74.020. Certification requirements. (a) An individual seeking certification under 18 AAC 74.005 – 18 AAC 74.120 must submit a completed application to the department, for the level of certification sought

(1) on a form provided by the department;

(2) at least 45 days before the date set for an examination under 18 AAC 74.040;
and

(3) accompanied by the fee required by 18 AAC 74.870(a).

(b) The department will certify an applicant who meets the

(1) examination requirements of 18 AAC 74.040;

(2) experience and education requirements of 18 AAC 74.050; and

(3) fee requirements of 18 AAC 74.870. (Eff. 8/21/78, Register 67; am 8/24/85,

Register 95; am 1/18/2001, Register 157)

Authority: AS 46.30.060 AS 46.30.080

18 AAC 74.030. Certification without examination. Deleted 8/24/85.

Editor's notes. -- Under AS 44.62.060(b) and 44.62.125(b), 18 AAC 74.030 was deleted by the regulations attorney 8/24/85 because it lacked statutory authority.

18 AAC 74.040. Examination requirements. (a) To be certified to operate a water or wastewater system classified as class I – class IV under 18 AAC 74.120, an applicant must pass an approved and validated examination that demonstrates the applicant's skills, knowledge, ability, and judgment to operate a system of that classification.

(b) To be eligible to take an examination, the applicant must meet the education and experience requirements of 18 AAC 74.050. The department will notify the applicant of eligibility for an examination. Examinations will be held at least annually, at the time and place announced by the department. The applicant shall pay the examination fee required by 18 AAC 74.870(c) at the time of the examination.

(c) Repealed 12/3/2006.

(d) The department will grade each examination administered under this section and notify each applicant of the results within 60 days after the examination. The department will not provide the completed, graded examination to the applicant. The applicant may review the applicant's examination results with the department.

(e) An applicant who fails the examination, or who, except as provided in 18 AAC 74.870(f), fails to appear for an examination may submit an application for reexamination. The applicant must submit to the department the application for reexamination and the fee required by 18 AAC 74.870(b) at least 45 days before a scheduled examination date. The applicant shall pay the examination fee required by 18 AAC 74.870(c) at the time of the examination. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 1/23/86, Register 97; am 5/29/93, Register 126; am 1/18/2001, Register 157; am 12/3/2006, Register 180)

Authority: AS 46.30.050 AS 46.30.080

18 AAC 74.050. Experience and education requirements. (a) Except as provided in (g) of this section, the department will use the basic criteria set out in Table A of this section to evaluate an operator's qualifications.

TABLE A
GENERAL OPERATOR EDUCATION AND EXPERIENCE REQUIREMENTS*
(in years)

| | Operator Level | | | | | | | | | |
|--|----------------|----------|-----|----------|-----|----------|-----|----------|-----|----------|
| | Provisional | | I | | II | | III | | IV | |
| System Type | Ed. | Op. Exp. | Ed. | Op. Exp. | Ed. | Op. Exp. | Ed. | Op. Exp. | Ed. | Op. Exp. |
| Wastewater Collection | 12 | ** | 12 | 1 | 12 | 3 | 13 | 4 | 13 | 6 |
| Wastewater Treatment | 12 | ** | 12 | 1 | 12 | 3 | 14 | 4 | 16 | 4 |
| Water Distribution | 12 | ** | 12 | 1 | 12 | 3 | 13 | 4 | 13 | 6 |
| Water Treatment | 12 | ** | 12 | 1 | 12 | 3 | 14 | 4 | 16 | 4 |
| <p>Notes: Required periods of education and experience are reflected in years. Twelve years of education represents high school diploma or general educational development (GED) diploma. The department will waive the minimum education requirement for the provisional level and level 1 in accordance with (e)(6) of this section.</p> <p>*Additional experience and education criteria and substitution requirements are set out in (b) - (g) of this section.</p> <p>**Three months of operating experience or the completion of a department-approved training course, as described in (c)(1) of this section is required.</p> <p>Abbreviations: Ed. - Education Op. Exp. - Operator Experience</p> | | | | | | | | | | |

(b) Additional experience criteria referred to in Table A of this section and used by the department to evaluate qualifications of operators are subject to the following provisions:

(1) if an individual is employed as an operator at the time of application, that employment experience must be verified by the employer's signature on the applica-

tion; the operator is responsible for providing verification of past experience; the department may contact the operator's previous employers;

(2) at least 50 percent of the operating experience must be obtained in the same system type at no more than one class lower than the level of certification requested, and the department will not allow substitution of education or substitution of operating experience gained in another system type to meet the requirement of this paragraph, except

(A) an applicant with 10 years of more operating experience in a class I system meets the experience requirements for level III certification in the same system type; and

(B) an applicant with 10 years or more of operating experience in a class II system meets the experience requirements for level IV certification in the same system type;

(3) the department will consider a total of 1,950 or more hours worked during a period of 12 consecutive months as one year of experience; the department will prorate less than 1,950 hours worked during a period of 12 consecutive months to a portion of one year of experience.

(c) Except as provided in (b)(2) of this section, the department will allow substitutions for experience required in Table A of this section only as follows:

(1) for provisional level certification, a department-approved college, correspondence, or short course completed within the three years before application may be substituted for experience and must be in the subject area of certification requested;

(2) water treatment and wastewater treatment experience are interchangeable;

(3) water distribution and wastewater collection experience are interchangeable;

(4) the following are interchangeable at 25 percent:

(A) water distribution and water treatment experience;

(B) wastewater collection and wastewater treatment experience;

(C) approved water laboratory and water treatment experience up to a maximum of one year of substituted time;

(D) approved wastewater laboratory and wastewater treatment experience up to a maximum of one year of substituted time.

(5) postsecondary education as described in (d) of this section may be substituted for up to 50 percent of the required operating experience for levels II, III, and IV; the rate of exchange of education for experience is one year of experience for each year of department-approved, full-time postsecondary education successfully completed that meets the requirements of this section;

(6) education substituted for an operating experience requirement may not also be applied to the education requirement for certification.

(d) Additional education criteria referred to in Table A of this section and used by the department to evaluate qualifications of operators are subject to the following provisions:

(1) the operator must provide a transcript, a certificate of completion, or similar verification approved by the department to document education used for certification requirements;

(2) 45 continuing education units (CEUs) in specialized operator training or education approved by the department will be counted as one year of post-secondary education toward the certification requirements; 10 hours of coursework approved by the department equals one CEU; the department will approve specialized training or education coursework if it is directly related to, or can be applied to, the operation, maintenance, or management of a water supply or wastewater system; the department will consider the advice and recommendations of the board in approving this specialized training or coursework;

(3) the department will credit no more than 45 CEUs for one year of trade school; any time during trade school spent in on the job training will count toward the experience requirement separate from the education requirement;

(4) the department will apply a bachelor's degree in physical science, biology, chemistry, physics, engineering, or another related field as four years of postsecondary education toward certification requirements; the department will apply an associate degree in one of those fields as two years of postsecondary education toward certification requirements; if approved by the department, the department will apply college or technical coursework in a non-related field toward certification requirements as calculated under (2) of this subsection.

(e) The department will allow substitutions for the minimum education requirements of Table A of this section only as follows:

(1) two years of accrued excess water treatment or wastewater treatment experience at a class II or higher water treatment or wastewater treatment facility may be used to satisfy a maximum of one year of the postsecondary education requirement for level III water treatment or wastewater treatment certification;

(2) two years of accrued excess water treatment or wastewater treatment experience at a class III or higher water treatment or wastewater treatment facility may be used to satisfy a maximum of one year of the postsecondary education requirement for level IV water treatment or wastewater treatment certification;

(3) one year of accrued excess water distribution or wastewater collection experience at a class II water distribution or wastewater collection system may be used to satisfy a maximum of six months of the postsecondary education requirement for level III water distribution or wastewater collection certification;

(4) one year of operating experience may be substituted for either two years of elementary school, or one year of high school education;

(5) experience substituted for an education requirement may not also be applied to the operating experience requirements;

(6) for certification of an operator at the provisional level and level I certification, the department will waive the minimum education requirements for an applicant who passes a written examination and a practical evaluation.

(f) The department will administer level I exams to applicants who meet the requirements for the provisional level certificate. Provisional certificates will be upgraded to

level I certificates upon satisfactory fulfillment of the certification requirements of level I certification and approval of a completed application. Applications for upgrade of provisional certificates will be reviewed at least annually.

(g) For an operator who is simultaneously supervising and operating a system that is required to have a certified operator under this chapter, the department may waive the experience requirements of Table A of this section. In reviewing a request under this subsection, the department will consider

- (1) the complexity of the system;
- (2) the number of hours spent each month simultaneously supervising and operating the system;
- (3) whether the simultaneous supervising and operating experience claimed was acquired at the system that the operator will be operating when examined;
- (4) whether the operator has a minimum of
 - (A) 12 months of simultaneous supervising and operating experience toward level I certification, even if the total number of hours worked during that period of 12 months is less than 1,950 hours;
 - (B) 36 months of simultaneous supervising and operating experience toward level II certification, even if the total number of hours worked during that period of 36 months is less than 5,850 hours;
 - (C) 48 months of simultaneous supervising and operating experience toward level III certification, even if the total number of hours worked during that period of 48 months is less than 7,800 hours;
 - (D) 48 months of simultaneous supervising and operating experience toward level IV water treatment and wastewater treatment certification, even if the total number of hours worked during that period of 48 months is less than 7,800 hours;
 - (E) 72 months of simultaneous supervising and operating experience toward level IV water distribution and wastewater collection certification, even if the total number of hours worked during that period of 72 months is less than 11,700 hours;
- (5) whether all other applicable requirements of this chapter have been met; and
- (6) other factors relevant to assessing the operator's experience.

(h) A certificate that is issued based on a waiver granted in (g) of this section applies only to the system the operator is operating when examined. When an operator certified under (g) of this section submits an application and meets the experience requirements of (a) – (e) of this section, the department may upgrade the certificate to one that is transferable. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 5/29/93, Register 126; am 1/18/2001, Register 157; am 12/3/2006, Register 180)

Authority: AS 46.30.080

18 AAC 74.060. Display of certificate. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 5/29/93, Register 126; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.060 can now be found in 18 AAC 74.080.

18 AAC 74.070. Certificate term and renewal. Repealed. (Eff. 8/21/78, Register 67; am 3/24/85, Register 95; am 1/23/86, Register 97; am 5/29/93, Register 126; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.070 can now be found in 18 AAC 74.810.

18 AAC 74.080. Lapsed certificate. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 1/23/86, Register 97; am 5/29/93, Register 126; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.080 can now be found in 18 AAC 74.820.

18 AAC 74.090. Canceled certificate. Repealed 2/21/81.

18 AAC 74.100. Revocation of certificate. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.100 can now be found in 18 AAC 74.830.

18 AAC 74.110. Temporary certification. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 1/23/86, Register 97; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.110 can now be found in 18 AAC 74.840.

18 AAC 74.120. Classification of water and wastewater systems. (a) Water distribution and wastewater collection systems designated in 18 AAC 74.006 are classified as follows:

(1) except as provided in (2) and (3) of this subsection, water distribution and wastewater collection systems are classified as follows:

- (A) systems with 15 to 500 service connections are classified as class I;
- (B) systems with 501 to 5,000 service connections are classified as class II;
- (C) systems with 5,001 to 15,000 service connections are classified as class III;
- (D) systems with more than 15,000 service connections are classified as class IV;

(2) for water distributions systems, the following requirements also apply:

- (A) water distribution systems where water is circulated or heated to prevent freezing in the water distribution system will be classified at one class higher than the class determined under (1)(A) - (C) of this subsection;

(B) water distribution systems with five or more pressure zones will be classified at one class higher than the class determined under (1)(A) - (C) of this subsection;

(C) water distribution systems with five or more pressure zones and where water is circulated or heated to prevent freezing in the water distribution system will be classified at one class higher than the class determined under (1)(A) - (C) of this subsection;

(3) for wastewater collection systems, the following requirements also apply:

(A) wastewater collection systems where gravity is the only means of wastewater flow will be classified as class I systems, regardless of the number of service connections;

(B) wastewater collection systems with 15 or more main line lift stations will be classified at one class higher than the class determined under (1)(A) - (C) of this subsection.

(b) Water treatment and wastewater treatment systems designated in 18 AAC 74.006 are classified as set out in Table B of this subsection.

TABLE B
CLASSIFICATION RATING SYSTEM:
TREATMENT SYSTEMS
(By Range of Points)

| System Type | I | II | III | IV |
|-----------------------------|------|-------|-------|--------------|
| Wastewater Treatment System | 1-30 | 31-55 | 56-75 | 76 and above |
| Water Treatment System | 1-30 | 31-55 | 56-75 | 76 and above |

(c) The department may, after considering the advice of the board, modify the rating system in (a) and (b) of this section as applied to a particular system if the department finds that

(1) unusual factors affect the complexity of unit processes, the quality of raw water sources, or the users of water downstream from wastewater system discharges; or

(2) potential health hazards exist.

- (d) To classify wastewater treatment systems under (b) of this section,
 (1) the department will use the following point system:

| Item | Points |
|--|--------|
| Size | |
| Peak Day Design Capacity, gallons per day: | |
| less than 10,000..... | 1 |
| 10,000 – 50,000..... | 2 |
| 50,001 – 100,000..... | 4 |
| 100,001 – 500,000..... | 9 |
| 500,001 – 1,000,000..... | 12 |
| 1,000,001 – 5,000,000..... | 16 |
| 5,000,001 – 10,000,000..... | 20 |
| 10,000,001 – 50,000,000..... | 25 |
| greater than 50,000,000..... | 30 |
| Pretreatment | |
| Influent pumping..... | 2 |
| Flow equalization basin | 1 |
| Manually cleaned screens | 1 |
| Mechanically cleaned screens | 2 |
| Fine screens, including microscreens..... | 3 |
| Comminutor, barminutor, grinders | 2 |
| Grit removal | 2 |
| Primary Treatment | |
| Primary clarifiers..... | 4 |
| Primary clarifiers with chemical addition | 7 |
| Imhoff tank, or other method of combined sedimentation and digestion, other than a septic tank | 3 |
| Dissolved air flotation..... | 16 |
| Secondary Treatment | |
| Trickling filter without recirculation..... | 5 |
| Trickling filter with recirculation..... | 8 |
| Activated sludge: | |
| Oxidation ditch | 8 |
| Diffused or dispersed aeration | 10 |
| Pure oxygen..... | 15 |
| Sequencing batch reactor (SBR), intermittent cycle extended aeration system (ICEAS), or other batch treatment method | 20 |
| Additional points if an activated sludge plant is operated in high rate mode or contact stabilization mode | 2 |

| | |
|---|----|
| Rotating biological contactor..... | 10 |
| Activated bio-filter with aeration..... | 10 |
| Activated bio-filter without aeration..... | 8 |
| Stabilization ponds without aeration..... | 5 |
| Aerated lagoon..... | 8 |
| Secondary clarifiers..... | 4 |
| Secondary clarifiers with chemical addition..... | 7 |
| Advanced Waste Treatment | |
| Polishing pond or effluent flow equalization..... | 2 |
| Chemical and physical treatment without secondary treatment..... | 20 |
| Chemical and physical treatment following secondary treatment..... | 15 |
| Ion exchange..... | 4 |
| Granular media filtration..... | 8 |
| Membrane filtration, including reverse osmosis..... | 10 |
| Electrodialysis, electrodialysis reversal..... | 20 |
| Biological or combined chemical and biological nutrient removal..... | 12 |
| Nitrification by extended aeration only..... | 2 |
| Chemical precipitation of phosphorous..... | 3 |
| pH adjustment..... | 3 |
| Activated carbon columns or beds..... | 8 |
| In-Plant Odor Control | |
| Biofilter..... | 3 |
| Adsorption with activated carbon or equal adsorbent..... | 3 |
| Wet Scrubber..... | 6 |
| Thermal deactivation with catalytic process..... | 6 |
| Odor-reducing sprays..... | 2 |
| Sludge Thickening and Dewatering | |
| Sludge decant tank..... | 2 |
| Gravity thickener basin..... | 3 |
| Gravity belt thickener..... | 4 |
| Screw press..... | 5 |
| Centrifuge..... | 6 |
| Belt filter press, plate-and-frame press, or vacuum filter..... | 8 |
| Sludge bagger..... | 3 |
| Evaporative sludge drying by means of drying beds..... | 2 |
| Additional points if a polymer is added to sludge before the sludge is put in drying beds..... | 3 |
| Sludge Stabilization and Conditioning | |
| Unheated anaerobic digestion..... | 8 |
| Heated anaerobic digestion..... | 10 |
| Aerobic digestion..... | 5 |
| Wet oxidation..... | 10 |

| | |
|---|----|
| Chemical stabilization with lime | 3 |
| In-vessel composting, if controlled and operated by the operator as part of routine system operations..... | 10 |
| Static pile composting, if controlled and operated by the operator as part of routine system operations | 5 |
| Solids Disposal | |
| Incineration, if controlled and operated by the operator as part of routine system operations..... | 12 |
| Land application, if controlled and operated by the operator as part of routine system operations | 5 |
| Sludge lagoon..... | 3 |
| Off-site disposal | 1 |
| Disinfection | |
| Liquid and powdered hypochlorites..... | 3 |
| Additional points if hypochlorites are generated on-site | 2 |
| Gas chlorine | 12 |
| Ultraviolet light..... | 3 |
| Ozonation..... | 10 |
| Dechlorination with gas | 10 |
| Dechlorination with chemical dechlorination agents other than gas | 3 |
| Effluent Discharge | |
| Plant pumping of effluent | 2 |
| Effluent aeration..... | 2 |
| (2) for purposes of this subsection, septic tanks will be considered part of the wastewater collection system, not a primary treatment method; and | |
| (3) nutrient removal utilizing biological or combined chemical and biological processes for advanced waste treatment include one or more of the following methods: | |
| (A) nitrification that utilizes those processes; if a facility nitrifies based solely on detention time or another extended aeration process, only the points for nitrification by extended aeration will be given; | |
| (B) denitrification; | |
| (C) phosphorous removal. | |

- (e) To classify water treatment systems under (b) of this section,
 (1) the department will use the following point system:

| Item | Points |
|--|--------|
| Size | |
| Peak day design capacity, gallons per day: | |
| less than 10,000..... | 1 |
| 10,000 – 50,000..... | 2 |
| 50,001 – 100,000..... | 4 |
| 100,001 – 500,000..... | 9 |
| 500,001 – 1,000,000..... | 12 |
| 1,000,001 – 5,000,000..... | 16 |
| 5,000,001 – 10,000,000..... | 20 |
| 10,000,001 – 50,000,000..... | 25 |
| greater than 50,000,000..... | 30 |
| Water Supply Source | |
| Groundwater | 2 |
| Groundwater under the direct influence of surface water | 4 |
| Surface water..... | 6 |
| Surface water maintaining filtration avoidance criteria under 18 AAC 80.620 | 8 |
| Seawater | 10 |
| Purchased treated water | 0 |
| Raw water storage tank | 4 |
| Pre-Treatment | |
| Presedimentation basin | 4 |
| Hydrocyclone or similar sand separator device | 2 |
| Microscreen..... | 3 |
| Roughing filter: | |
| Cartridge filter..... | 2 |
| Non-backwashable strainer or filter..... | 2 |
| Gravel or rock filter..... | 4 |
| Backwashable granular media filter..... | 8 |
| Add-heat system to heat raw water | 2 |
| Adjustment and Corrosion Control | |
| pH adjustment..... | 3 |
| Corrosion inhibitor..... | 3 |
| Limestone or calcite contactor | 2 |

Treatments

| | |
|---|--|
| Aeration: | |
| In-line venturi-type..... | 1 |
| Mechanical or diffused..... | 3 |
| Degasification | 3 |
| Ion exchange | 4 |
| Non-regenerated sorption processes, including activated alumina, modified activated alumina, and iron based sorbents | 3 |
| On-site regeneration of sorption process media..... | 10 |
| Activated carbon, if not included as a bed layer in another filter: | |
| Activated carbon cartridge or bag filter | 2 |
| Powdered activated carbon treatment | 4 |
| Granular activated carbon filters..... | 8 |
| On-site regeneration of activated carbon | 16 |
| Chemical oxidation: | |
| Hypochlorite solution..... | 3 |
| Gas chlorine | 12 |
| Potassium permanganate..... | 4 |
| Hydrogen peroxide..... | 5 |
| Ozonation..... | 10 |
| Coagulation: | |
| Primary coagulant | 5 |
| Coagulant aid, flocculent, or filter aid | 3 points for each chemical added, up to a maximum of 12 points |
| Rapid mix units: | |
| Mechanical mixers | 5 |
| Injection mixers | 3 |
| In-line blender mixers | 2 |
| In-line static mixers..... | 1 |
| Flocculation tanks: | |
| Hydraulic flocculator | 4 |
| Mechanical flocculator..... | 8 |
| Sedimentation or clarification: | |
| Tube settlers..... | 2 |
| Inclined-plate, Lamella-type or equivalent | 2 |
| Horizontal flow conventional clarifier..... | 4 |
| Adsorption clarifier..... | 6 |
| Up-flow solids contact..... | 10 |
| Dissolved air flotation..... | 16 |
| Combined rapid mix-coagulation-flocculation-sedimentation unit..... | 20 |
| Filtration: | |
| Cartridge or bag filter – single unit..... | 2 |
| Cartridge or bag filters – staged, multiple units..... | 4 |
| Slow sand..... | 4 |
| Granular media..... | 8 |

| | |
|--|----|
| Membrane, all types | 10 |
| Diatomaceous earth | 12 |
| Electrodialysis, electrodialysis reversal, distillation | 10 |
| Lime softening | 16 |
| Recarbonation | 8 |
| Fluoridation: | |
| Sodium fluoride saturator | 2 |
| Sodium silicofluoride | 3 |
| Hydrofluorosilicic acid | 5 |
| Disinfection: | |
| Liquid and powdered hypochlorites | 3 |
| Additional points if hypochlorites are generated on-site | 2 |
| Gas chlorine | 12 |
| Ammonia addition for chloramination: | |
| using liquid ammonia solution | 3 |
| using ammonia gas | 12 |
| Chlorine dioxide | 8 |
| Ozonation | 10 |
| Ultraviolet light | 3 |
| Clearwell or finished water storage in plant | 3 |
| On-site treatment of system sludge or backwash: | |
| Discharge to sewer or other off-site treatment | 0 |
| Discharge to on-site pond, septic tank, or lagoon | 2 |
| Mechanical dewatering | 6 |

(2) for purposes of the point system set out in (1) of this subsection, the department will assign a point value to ozonation only once, even if ozonation is used to accomplish multiple water treatment objectives. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; am 1/18/2001, Register 157; am 12/3/2006, Register 180)

Authority: AS 46.30.010 AS 46.30.080 AS 46.30.090

18 AAC 74.125. Transition for systems increasing in classification. (a) If as required under 18 AAC 74.010(a) a supervising operator of primary operating shift of a water or wastewater system was certified at a level equal to the classification on or before December 3, 2006 of the system under that operator's control, and that system increased in classification under 18 AAC 74.120 on December 3, 2006, that supervising operator of the primary operating shift must be certified on or before December 3, 2008 at a level equal to or greater than the higher classification.

(b) If as required under 18 AAC 74.010(a) a supervising operator of a secondary operating shift of a water or wastewater system was certified at no less than one level below the level equal to the classification on or before December 3, 2006 of the system under that operator's control, and that system increased in classification under 18 AAC 74.120 on December 3, 2006, that supervising operator of the secondary operating shift must be certified on or before December 3, 2008 at a level no less than one level below the higher classification. (Eff. 12/3/2006, Register 180)

Authority: AS 46.30.010 AS 46.30.080 AS 46.30.090

18 AAC 74.130. Training. Repealed 8/24/85.

18 AAC 74.140. Water and wastewater works advisory board. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.140 can now be found in 18 AAC 74.850.

18 AAC 74.150. Composition of the water and wastewater works advisory board. Deleted 8/24/85.

Editor's note: Under AS 44.62.060(b) and 44.62.125(b), 18 AAC 74.150 was deleted by the regulations attorney 8/24/85 because it lacked statutory authority.

18 AAC 74.160. Appeals. Repealed. (Eff. 8/21/78, Register 67; am 8/24/85, Register 95; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.160 can now be found in 18 AAC 74.860.

18 AAC 74.170. Fees. Repealed. (Eff. 1/23/86, Register 97; am 5/29/93, Register 126; repealed 1/18/2001, Register 157)

Editor's note: The subject matter formerly found in 18 AAC 74.170 can now be found in 18 AAC 74.870.

UTILITY - 2011 BUDGET

| | WATER | SEWER | Total |
|--|-------|-------|-------|
| | 2011 | 2011 | 2011 |

EXPENDITURES TO BE COVERED BY USER FEES:

| | | | |
|---|------------------|------------------|------------------|
| Personnel | 868,276 | 729,802 | 1,598,078 |
| Operations & Maintenance | 446,833 | 467,395 | 914,228 |
| Other Charges | 200,968 | 279,013 | 479,981 |
| Depreciation Reserves | 250,000 | 250,000 | 500,000 |
| Leave Cash Outs | 16,211 | 20,412 | 36,623 |
| Total Expenditures to be covered | 1,782,288 | 1,746,622 | 3,528,910 |

Anticipated Revenue, Based on 2010 Actual Usage:

| | | | |
|------------------------------|------------------|------------------|------------------|
| Single Family Dwelling Users | 453,135 | 658,321 | 1,111,456 |
| Other Users | 925,492 | 961,584 | 1,887,076 |
| Bulk Users | 253,937 | - | 253,937 |
| Other Operating Revenues | 38,400 | 17,100 | 55,500 |
| | 1,670,964 | 1,637,005 | 3,307,969 |

| | | | |
|---------------------------------------|------------------|------------------|------------------|
| Anticipated Revenue Shortfall: | (111,324) | (109,617) | (220,941) |
|---------------------------------------|------------------|------------------|------------------|

Water Rate Structure Analysis

| | 2010 Actual | % | | \$1,782,288 |
|------------------------|--------------------|-------|----------|---------------------|
| Gallonage | | | | |
| Single Family Dwelling | 33,084,800 | 27.3% | 0.00442 | 146,234.82 |
| Other | 68,130,900 | 56.2% | 0.01140 | 776,692.26 |
| Bulk | 19,963,500 | 16.5% | 0.01269 | 253,336.82 |
| | 121,179,200 | | | 1,176,263.89 |
| Users | | | | |
| Single Family Dwelling | 1,023 | 67.3% | 27.73 | 340,372.14 |
| Other | 496 | 32.6% | 37.86 | 225,368.20 |
| Bulk | 2 | 0.1% | 1,678.49 | 40,283.76 |
| | 1,521 | | | 606,024.11 |
| | | | | \$1,782,288 |

Sewer Rate Structure Analysis

| | 2010 Actual | % | | \$1,746,622 |
|------------------------|--------------------|-------|---------|---------------------|
| Gallonage | | | | |
| Single Family Dwelling | 38,178,587 | 36.4% | 0.00997 | 380,640.51 |
| Other | 66,656,938 | 63.6% | 0.01264 | 842,543.70 |
| | 104,835,525 | | | 1,223,184.21 |
| Users | | | | |
| Single Family Dwelling | 1,157 | 70.0% | 18.40 | 255,437.38 |
| Other | 496 | 30.0% | 45.03 | 268,000.41 |
| | 1,653 | | | 523,437.79 |
| | | | | \$1,746,622 |

Rates, Leave the \$ per Gallon alone, adjust the Monthly Customer Charge to Cover Shortfall

UTILITY - 2011 BUDGET

| | WATER | SEWER | Total |
|---|------------------|------------------|------------------|
| | 2011 | 2011 | 2011 |
| EXPENDITURES TO BE COVERED BY USER FEES: | | | |
| Personnel | 868,276 | 729,802 | 1,598,078 |
| Operations & Maintenance | 446,833 | 467,395 | 914,228 |
| Other Charges | 200,968 | 279,013 | 479,981 |
| Depreciation Reserves | 250,000 | 250,000 | 500,000 |
| Leave Cash Outs | 16,211 | 20,412 | 36,623 |
| Total Expenditures to be covered | 1,782,288 | 1,746,622 | 3,528,910 |

Anticipated Revenue, Based on 2010 Actual Usage:

| | | | |
|------------------------------|------------------|------------------|------------------|
| Single Family Dwelling Users | 453,135 | 658,321 | 1,111,456 |
| Other Users | 925,492 | 961,584 | 1,887,076 |
| Bulk Users | 253,937 | - | 253,937 |
| Other Operating Revenues | 38,400 | 17,100 | 55,500 |
| | 1,670,964 | 1,637,005 | 3,307,969 |

| | | | |
|---------------------------------------|------------------|------------------|------------------|
| Anticipated Revenue Shortfall: | (111,324) | (109,617) | (220,941) |
|---------------------------------------|------------------|------------------|------------------|

Water Rate Structure Analysis

| | 2010 Actual | % | | \$1,782,288 |
|------------------------|--------------------|-------|--------|---------------------|
| Users | | | | |
| Single Family Dwelling | 1,023 | 67.3% | | 306,900.00 |
| Other | 496 | 32.6% | | 148,800.00 |
| Bulk | 2 | 0.1% | | 600.00 |
| | 1,521 | | | 456,300.00 |
| Gallonage | | | | |
| Single Family Dwelling | 33,084,800 | 27.3% | 0.0054 | 179,706.96 |
| Other | 68,130,900 | 56.2% | 0.0125 | 853,260.46 |
| Bulk | 19,963,500 | 16.5% | 0.0147 | 293,020.58 |
| | 121,179,200 | | | 1,325,988.00 |
| | | | | \$1,782,288 |

Sewer Rate Structure Analysis

| | 2010 Actual | % | | \$1,746,622 |
|------------------------|--------------------|-------|--------|--------------------|
| Users | | | | |
| Single Family Dwelling | 1,157 | 70.0% | | 277,680 |
| Other | 496 | 30.0% | | 119,040 |
| | 1,653 | | | 396,720 |
| Gallonage | | | | |
| Single Family Dwelling | 38,178,587 | 36.4% | 0.0094 | 358,398 |
| Other | 66,656,938 | 63.6% | 0.0149 | 991,504 |
| | 104,835,525 | | | 1,349,902 |
| | | | | \$1,746,622 |

UPDATED RATES, USING CURRENT RATE STRUCTURE

| Rate Comparision: | | Per Gallon | |
|--|--------------------|------------------------------|-----------------------------|
| Proposed Rates: | Current Rate Model | Current Rate Model, Adjusted | Increase in Customer Charge |
| Water Customers | | | |
| Single Family Dwelling Units | | | |
| 1,000 Gallons | 29.42 | 30.40 | 32.15 |
| 2,500 Gallons | 36.05 | 38.50 | 38.78 |
| 3,750 Gallons | 41.58 | 45.25 | 44.31 |
| 5,000 Gallons | 47.10 | 52.00 | 49.83 |
| 7,500 Gallons | 58.15 | 65.50 | 60.88 |
| Other (Includes Multi-Family, Business, B&B, Etc) | | | |
| 1,000 Gallons | 36.40 | 37.50 | 49.26 |
| 2,500 Gallons | 53.50 | 56.25 | 66.36 |
| 3,750 Gallons | 67.75 | 71.88 | 80.61 |
| 5,000 Gallons | 82.00 | 87.50 | 94.86 |
| 7,500 Gallons | 110.50 | 118.75 | 123.36 |
| 10,000 Gallons | 139.00 | 150.00 | 151.86 |
| 20,000 Gallons | 253.00 | 275.00 | 265.86 |
| 30,000 Gallons | 367.00 | 400.00 | 379.86 |
| 50,000 Gallons | 595.00 | 650.00 | 607.86 |
| 100,000 Gallons | 1,165.00 | 1,275.00 | 1,177.86 |
| Bulk Water Users | | | |
| 500,000 Gallons | 6,370.00 | 7,375.00 | 8,023.49 |
| 1,400,000 Gallons | 17,791.00 | 20,605.00 | 19,444.49 |

| Rate Comparision: | | Per Gallon | |
|--|--------------------|------------------------------|-----------------------------|
| Proposed Rates: | Current Rate Model | Current Rate Model, Adjusted | Increase in Customer Charge |
| Sewer Customers | | | |
| Single Family Dwelling Units | | | |
| 1,000 Gallons | 29.97 | 29.40 | 37.70 |
| 2,500 Gallons | 44.93 | 43.50 | 52.66 |
| 3,750 Gallons | 57.39 | 55.25 | 65.12 |
| 5,000 Gallons | 69.85 | 67.00 | 77.58 |
| 7,500 Gallons | 94.78 | 90.50 | 102.51 |
| Other (Includes Multi-Family, Business, B&B, Etc) | | | |
| 1,000 Gallons | 32.64 | 34.90 | 57.67 |
| 2,500 Gallons | 51.60 | 57.25 | 76.63 |
| 3,750 Gallons | 67.40 | 75.88 | 92.43 |
| 5,000 Gallons | 83.20 | 94.50 | 108.23 |
| 7,500 Gallons | 114.80 | 131.75 | 139.83 |
| 10,000 Gallons | 146.40 | 169.00 | 171.43 |
| 20,000 Gallons | 272.80 | 318.00 | 297.83 |
| 30,000 Gallons | 399.20 | 467.00 | 424.23 |
| 50,000 Gallons | 652.00 | 765.00 | 677.03 |
| 100,000 Gallons | 1,284.00 | 1,510.00 | 1,309.03 |

HOMER CITY COUNCIL/COMMITTEE OF THE WHOLE
491 E. PIONEER AVENUE
HOMER, ALASKA

APRIL 25, 2011
MONDAY, AT 5:00 P.M.
COWLES COUNCIL CHAMBERS

**MEETING NOTICE
COMMITTEE OF THE WHOLE AGENDA**

- 1. CALL TO ORDER, 5:00 P.M.**
- 2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
- 3. Clarence Hughes and Rod Castelda, U.S. Bank**
- 4. REGULAR MEETING AGENDA**
- 5. COMMENTS OF THE AUDIENCE**
- 6. ADJOURNMENT NO LATER THAN 5:50 P.M. NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 6:00 P.M. THE NEXT COMMITTEE OF THE WHOLE IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 5:00 P.M.** All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

HOMER CITY COUNCIL
491 E. PIONEER AVENUE
HOMER, ALASKA

APRIL 25, 2011
MONDAY, AT 6:00 P.M.
COWLES COUNCIL CHAMBERS

**MEETING NOTICE
REGULAR MEETING AGENDA**

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

2. AGENDA APPROVAL

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

3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

4. RECONSIDERATION

5. CONSENT AGENDA

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

- A. Homer City Council unapproved Regular Meeting minutes of April 11, 2011. City Clerk. Recommend adoption. Page 37
- B. **Memorandum 11-056**, from Deputy City Clerk, Re: New Liquor License for Two Sisters Bakery. Page 59
- C. **Memorandum 11-057**, from Mayor, Re: Appointments of Monica Cogger, Tamara Fletcher, and Kenneth Schroeder to the Library Advisory Board and Reappointment of Steve Smith to the Transportation Advisory Committee. Page 69

6. VISITORS

- A. **Clarence Hughes and Rod Castelda, U.S. Bank**, 10 minutes. Page 79

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

- A. **Mayor's Proclamation** - Municipal Clerks Week – May 1 – 7, 2011 Page 81
- B. **Mayor's Proclamation** – Peace Officers Memorial Day May 15 and National Police Week May 15 – 21, 2011 Page 83
- C. Thank you letters from Cook Inletkeeper and Center for Alaskan Coastal Studies Page 85
- D. Borough Report
- E. Commissions/Board Reports:
 - 1. Library Advisory Board
 - 2. Homer Advisory Planning Commission
 - 3. Economic Development Advisory Commission
 - 4. Parks and Recreation Advisory Commission
 - 5. Port and Harbor Advisory Commission

8. **PUBLIC HEARING(S)**

- A. Kachemak Drive Phase Two Water and Sewer Improvement/Assessment District Page 95
- B. **Ordinance 11-13(A)**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$15,000 from the Port and Harbor Reserve Account for the Purpose of Implementing the Long Term Parking Permit Plan and for New Signage at the Approach Ramps. City Manager. Introduction April 11, 2011, Public Hearing and Second Reading April 25, 2011. Page 103
- C. **Resolution 11-040**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 to Provide for Parking Fees. City Manager/Port and Harbor Director. Page 109

9. **ORDINANCE(S)**

- A. **Ordinance 11-14**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Rasmuson Foundation Grant of \$15,000 for Collection Development for the Homer Public Library and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction April 25, 2011, Public Hearing and Second Reading May 9, 2011. Page 111

- B. **Ordinance 11-15**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 10.04.100, Vehicles and Other Wheeled Conveyances; and Homer City Code 10.04.110, Violation--Penalty; Regarding the Regulation of Parking in the Harbor Area. City Manager/Port and Harbor Director. Recommended dates: Introduction April 25, 2011, Public Hearing and Second Reading May 9, 2011. Page 125

- C. **Ordinance 11-16**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$20,000 from the Fund Balance of the General Fund to Purchase a Used Allman Light Tower and a Used Dynapac Diesel Plate. City Manager/Public Works Director. Recommended dates: Introduction April 25, 2011, Public Hearing and Second Reading May 9, 2011. Page 131

10. CITY MANAGER'S REPORT

- A. City Manager's Report Page 139
- B. Bid Report Page 211

11. CITY ATTORNEY REPORT

12. COMMITTEE REPORT

- A. Public Arts Committee
- B. Transportation Advisory Committee
- C. Permanent Fund Committee
- D. Lease Committee
- E. City Hall Renovation and Expansion Task Force

13. PENDING BUSINESS

- A. **Resolution 11-036(A)**, A Resolution of the City Council of Homer, Alaska, Amending the Fee Schedule to Provide for Long Term Parking Permit Fees. City Manager. Page 213
- Memorandum 11-059 from Port and Harbor Director as backup. Page 215

14. NEW BUSINESS

15. RESOLUTIONS

- A. **Resolution 11-040**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 to Provide for Parking Fees. City Manager/Port and Harbor Director. Page 219

Memorandum 11-062 from City Clerk as backup. Page 221

- B. **Resolution 11-041**, A Resolution of the City Council of Homer, Alaska, Approving and Adopting a New, Amended Standard Ground Lease Document, and Authorizing the Amendment of the City of Homer Property Management Policy and Procedures Manual to Conform to the Amended Standard Ground Lease Document. City Manager/Lease Committee. Page 223

Memorandum 11-060 from Lease Committee Staff as backup. Page 225
Memorandum 11-058 from City Manager to Lease Committee as backup. Page 227

- C. **Resolution 11-042**, A Resolution of the City Council of Homer, Alaska, Expressing Opposition to Kenai Peninsula Borough Ordinance 2011-07 Which Reduces the Number of Borough Planning Commission Members from Thirteen to Eleven and Combines the Designated Homer and Seldovia Seats into One. City Manager. Page 307

- D. **Resolution 11-043**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Prepare and Issue a Set of Requests for Proposals for Five Year Term Contracts for Engineering Services. City Manager/Public Works Director. Page 315

- E. **Resolution 11-044**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for a 2011 Ford Escape Hybrid in the Amount of \$30,722.00 to Kendall Ford of Wasilla, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Page 317

Memorandum 11-061 from Port and Harbor Director as backup. Page 319

- F. **Resolution 11-045**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the Deep Water Dock Security Gate and Camera Systems Project to _____ of _____, _____ in the Amount of \$ _____ and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Page 325

- 16. COMMENTS OF THE AUDIENCE**
17. COMMENTS OF THE CITY ATTORNEY
18. COMMENTS OF THE CITY CLERK
19. COMMENTS OF THE CITY MANAGER
20. COMMENTS OF THE MAYOR
21. COMMENTS OF THE CITY COUNCIL

- 22. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 6:00 P.M. THE NEXT COMMITTEE OF THE WHOLE IS SCHEDULED FOR MONDAY, MAY 9, 2011 AT 5:00 P.M.** All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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

RECONSIDERATION

CONSENT AGENDA

Session 11-13 a Regular Meeting of the Homer City Council was called to order on April 11, 2011 at 6:00 p.m. by Mayor James C. Hornaday at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: HOGAN, HOWARD, LEWIS, ROBERTS,
WYTHE, ZAK (telephonic)

STAFF: CITY CLERK JOHNSON
CITY MANAGER WREDE
CITY ATTORNEY KLINKNER (telephonic)
LIBRARY DIRECTOR HILL
PORT AND HARBOR DIRECTOR HAWKINS
PUBLIC WORKS DIRECTOR MEYER

Councilmember Zak requested telephonic participation and joined the meeting at 7:31 p.m.

Council met from 4:00 p.m. to 4:51 for a Worksession to discuss Water/Sewer Rates. Council met as a Committee of the Whole from 5:00 p.m. to 5:43 p.m. to discuss Regular Meeting Agenda items.

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

AGENDA APPROVAL

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

The agenda was approved by consensus of the Council with the following changes:

RESOLUTIONS - Resolution 11-036, A Resolution of the City Council of Homer, Alaska, Amending the Fee Schedule to Provide for Long Term Parking Permit Fees. City Manager. Written public comments/Port & Harbor Director Response; Draft Ordinance from City Attorney to incorporate Parking Violation Offenses in code.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Jill Lush, city resident, spoke in support of the Mayor's Proclamation, Week of the Young Child.

Andrea VanDinther, city resident, supports the Week of the Young Child and early childhood education projects.

Lolita Brache, Homer resident, spoke in support of the Week of the Young Child and the need for children from birth to age five to be prepared to succeed.

Ken Bergman, Anchor Point resident, spoke in support of the Week of the Young Child.

Bonnie Bentley, Homer resident, supports the Week of the Young Child.

Sue Mauger, Homer resident and Friends of Homer Public Library, spoke in support of National Library Week.

Judy Dean, Homer resident, spoke in support of Week of the Young Child.

RECONSIDERATION

None.

CONSENT AGENDA

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

- A. Homer City Council unapproved Special Meeting (BOE) minutes of March 24, 2011 and Regular Meeting minutes of March 29, 2011. City Clerk. Recommend adoption.

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

ROBERTS/LEWIS - SO MOVED.

Councilmember Hogan asked that the minutes of March 24, 2011 be amended to reflect his comments pertaining to the base lease. Mayor Hornaday stated they would be amended.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

- A. **Joy Steward**, City of Homer Grants Program

Joy Steward, Executive Director of The Homer Foundation provided a report on the City of Homer Grants Program. This year there were six applications with \$24,621 for awards. The City provided a \$19,000 budget allocation to The Homer Foundation. Due to a stabling economy and fewer grant applicants this year, a portion of the allocation was placed into the endowment fund. This year the endowment fund generated \$19,000 that was distributed through the grants program. In addition, \$14,000 of the current year allocation and \$1,600 from Kachemak City was used.

Organizations that received the funding include:

| | |
|-----------------------------------|---------|
| Bunnell Street Gallery | \$4,200 |
| Center for Alaska Coastal Studies | \$4,500 |
| Cook Inlet Keeper | \$2,750 |
| Homer Community Food Pantry | \$6,121 |
| Kachemak Heritage Land Trust | \$2,750 |
| Kachemak Nordic Ski Club | \$4,300 |

Over the last twelve years The Foundation has distributed \$547,284 to local non profits.

As of February 28, the endowment fund had a total of \$185,601. The Homer Foundation has rebounded and regained losses since the 2008 downturn in the economy. In 2009 the combined earnings for market growth and distributable earnings was 22.29% and 24.51% for 2010.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

A. Mayor's Proclamation – Week of the Young Child, April 10-16, 2011

Mayor Hornaday read and presented the proclamation.

B. Mayor's Recognition – Homer Bantam Hockey Team, State Champions

Mayor Hornaday read and presented the proclamation.

C. Mayor's Proclamation – National Library Week, April 10-16, 2011

Mayor Hornaday read and presented the proclamation.

D. Borough Report

Bill Smith, Kenai Peninsula Borough Assemblyman, provided documents depicting sales tax revenues and property/personal/oil assessed values for communities within the borough. Sales tax revenues have rebounded from other cities within the borough, with the exception of Homer and Soldotna. The City does not collect sales tax on food and Soldotna sales tax revenue has dropped due to competition from Walmart. Overall, residential construction is down significantly. Homer has the benefit of a diverse economy with a strong fishing industry.

The City exceeded Kenai's assessed real property values due to Homer having more expensive homes and a diversity of small and medium businesses.

Recent ordinances have been introduced at the Borough to give the Mayor a salary increase from \$80,000 to \$99,000, and another to improve administrative salaries and benefits. An ordinance to protect the stream setbacks of the 25 streams the Borough manages is also in the works.

The mil rate will be lowered to 4.5 mils. Given the increase in costs for everything and lack of sales tax from food, the Borough will not be able to maintain the sales tax holiday and low mil rates for long. Currently the maximum taxable sale is set at \$500; there is an amendment to increase the amount to \$2,500. The change is anticipated to generate an additional \$6.3M.

E. Commissions/Board Reports:

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

Beth Cumming, Parks and Recreation Advisory Commissioner, reported the commission's work includes the Karen Hornaday Park improvements, the Wooden Boat Society's interest in leasing spit land, and the pedestrian/bicycle trail along Kachemak Drive. The commission voted to have a preliminary engineering plan drawn up with the \$300,000 in grant funds and prioritized drainage ditches, parking, moving the road over, and bridge abutments. A Special Parks and Recreation Advisory Commission meeting is scheduled for April 19 at 6:30 p.m. the Kachemak Drive Path Committee is investigating three different possible aspects. Those include narrowing Kachemak Drive and widening paving to allow room for bicycles and pedestrians, putting the trail under the power line on the leased land, and a path from the base of the Spit eastward on the bay side of Kachemak Drive continuing between the beach and the steep area of hillside. The section would end at the airport where the road goes down to the beach.

Robert Archibald and Bumpo Bremicker, Parks and Recreation Advisory Commissioners, reported the funding for Karen Hornaday Park is very limited, The road to the park is straight and wide, making it dangerous. There is a big drainage problem with the ballfields and parking area that needs to be addressed. A comprehensive engineering report would be very expensive, but a realistic idea of solutions to the problem is needed. Playground equipment is in need of repair; some may need replacement. Former Mayor Cushing has been approached to provide a design across Woodard Creek. Tangible numbers are needed to provide to Council.

Councilmember Wythe asked about the protocol to access the grant funds. City Manager Wrede answered Council approved a grant agreement to implement Phase I of the KHP Master Plan and anything that follows in that trajectory is included. Phase II is for engineering and moving the road, which falls outside the scope of what the Legislature intended. For Parks and Recreation to access the grant money and put Phase I into place, a memorandum from the commission is needed with their recommendations. Council will then consider an ordinance to appropriate the money.

Councilmember Roberts suggested an estimate for measures to improve the parking. Mr. Bremicker added the idea of an engineer's report was to see if moving the road would affect

parking. With the parking on the other side, kids have to cross the road. A pre-engineering report would provide an idea of the costs so we are spending the money wisely.

Mayor Hornaday expressed interest in the long range plan for the park, but foremost is fixing up the parking, drainage, and the ballfields. Councilmember Wythe commented the probability of the long range plan within the next 10 to 15 years is slim. Her concern is that we will be focusing on the future plans and will not utilize the funds we have today.

5. Port and Harbor Advisory Commission

Bob Hartley, Port and Harbor Advisory Commissioner, reported the commission has discussed parking for the last two years, specifically long term parking. The current ordinance provides for a violation and \$25 fine per day for vehicles that are parked longer than seven days. For people who live across the bay or for fishermen this can be an inconvenience. The ordinance was put in effect last year and has not been strictly enforced. The new long term parking plan allows people to purchase a parking permit, the fees are reasonable without a great expense to the city.

PUBLIC HEARING(S)

- A. **Ordinance 11-11**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$9,000 from the Homer Accelerated Roads and Trails Fund (HART) for the Construction of the West Homer Elementary Trail Project. City Manager/Public Works Director. Introduction March 29, 2011, Public Hearing and Second Reading April 11, 2011.

Memorandum 11-049 from Public Works Director as backup.

Mayor Hornaday opened the public hearing. In the absence of public testimony, Mayor Hornaday closed the public hearing.

Mayor Hornaday called for a motion for the adoption of Ordinance 11-11 by reading of title only for second and final reading.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Ordinance 11-12**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Donation / Grant from Family First in the Amount of \$2,800 for Playground Equipment at Bayview Park and Stipulating that the Funds be Segregated and Used Only for That Purpose. City Manager/Public Works Director. Introduction March 29, 2011, Public Hearing and Second Reading April 11, 2011.

Mayor Hornaday opened the public hearing. In the absence of public testimony, Mayor Hornaday closed the public hearing.

Mayor Hornaday called for a motion for the adoption of Ordinance 11-12 by reading of title only for second and final reading.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 11-036**, A Resolution of the City Council of Homer, Alaska, Amending the Fee Schedule to Provide for Long Term Parking Permit Fees. City Manager.

Mayor Hornaday opened the public hearing. In the absence of public testimony, Mayor Hornaday closed the public hearing.

ORDINANCE(S)

- A. **Ordinance 11-13**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$7,000 from the Port and Harbor Reserve Account in the Amount of \$7,000 for the Purpose of Implementing the Long Term Parking Permit Plan. City Manager. Recommended dates: Introduction April 11, 2011, Public Hearing and Second Reading April 25, 2011.

Mayor Hornaday called for a motion for the adoption of Ordinance 11-13 for introduction and first reading by reading of title only.

ROBERTS/HOGAN - SO MOVED.

WYTHE/ROBERTS - MOVED TO AMEND ALL OCCURRENCES OF \$7,000 TO READ \$15,000.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/ROBERTS – MOVED TO FURTHER AMEND THE TITLE AND SECTION 1 UNDER THE NOW THEREFORE TO INCLUDE AT THE END OF THE STATEMENT “AND FOR NEW SIGNAGE AT THE APPROACH RAMPS”.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VOTE: (main motion as amended) VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Hornaday called for a recess at 7:06 p.m. and reconvened the meeting at 7:10 p.m.

CITY MANAGER'S REPORT

A. City Manager's Report

1. Cook Inlet Jack Up Rig: Last year the Legislature passed a bill which provides for various incentives to encourage more gas drilling in Cook Inlet. Attached is a letter from the Alaska Industrial Development and Export Authority (AIDEA) describing a plan for AIDEA to become part owner in a Jack Up Rig that would operate in Cook Inlet. I am bringing this up for several reasons. First, you will see that AIDEA is asking for comments from the City regarding this plan. I have not formally responded beyond a quick e-mail stating that we would get back to them. My first thought was that the City is putting a great deal of resources into getting a gas line to Homer. Supply is one of the questions and this is an attempt to address the issue. On the other hand, we can't assume that everyone supports more drilling in Cook Inlet. So, this is a policy call and I hope Council will give me some direction. The second reason for bringing this to your attention is that a representative for the owner of the jack up rig has contacted the Port and Harbor Director about mooring the vessel at the deep water dock for three or four months next winter. The owners need a safe place to tie up and do work on the rig in preparation for its operations in the Inlet. This is potentially a good source of private sector jobs and revenue for the Port and Harbor Enterprise Fund. One thing that might get the public's attention however, is that the legs of the rig stand up straight and will be twice as high as the high mast lights. At Bryan's suggestion, the owners are consulting with the FAA. Please let us know if the Council has any questions or concerns.
2. Energy Prices and the Operating Budget: As everyone knows, the cost of energy is rising rapidly. This is having a very large impact on the budget and it is particularly worrisome as we look forward to the FY 2012 Budget. The energy efficiency measures we are taking will shield the City from even higher costs in the future because we are reducing consumption. That is good. However, the reduction in energy costs that we hoped to see in the operating budget will likely vanish due to higher costs per unit. In addition, the departments will now be expected to repay either the Revolving Energy Fund or the Depreciation Funds, increasing the operating budget expenditures / (transfers) even further. We anticipate that property tax revenues will decline again this year and sales taxes may as well. Anything that increases operating costs is not a good sign and it may

be that we will have a discussion about whether we have the ability to repay some of these "loans" next year.

3. City Attorney Report: As you know, we have been looking at ways that we can increase efficiency and reduce costs in cases where the City Attorney has determined that he has a conflict of interest. This usually occurs when there are appeals to either the Planning Commission or the Board of Adjustment. Mr. Klinkner has commented on one possible approach we have discussed in a memorandum that is included in your packet under City Attorney Report. I wanted to provide the Council with an opportunity to discuss this approach before we went too much further. This approach definitely has some advantages and disadvantages. Tom will be at the meeting and is prepared to discuss this during the City Attorney slot on the agenda. I have decided to go ahead and use this approach in the Becker remand matter because the parties are well served by a timely process. We need to keep that process moving and the new attorney would need time to review the case and get up to speed. However, it is not too late to reverse that if Council wishes.
4. Term Contracts / Engineering Services: Several years ago the Council approved issuing an RFP for a term contract for engineering services. The City uses outside engineers for a wide variety of services from designing water and sewer extensions to modifications on the Deep Water Dock. The advantage of having an engineering firm on a term contract is that we do not have to issue a separate RFP every time we need an engineer for a job; saving time and money. The current term contract has expired and we would like to issue an RFP again. This time around, Carey would like to issue three separate RFPs for specialized services; one for water and sewer, one for maritime/docks and harbors, and one for civil work. We plan to bring Council a resolution authorizing these RFPs at the next meeting.
5. Old Water Treatment Plant Demolition: The old water treatment plant is currently being demolished. Nothing will be left except the cement pad. As you know, we have discussed placing some type of structure there to house a satellite fire station. We will be developing a plan and budget to accomplish that soon for your consideration. The cost of the demolition contract (\$58,000) is significantly less than the insurance settlement (147,287.41). Unless Council has other ideas, we propose to place the remainder of the insurance settlement into the Water and Sewer Reserve Account.
6. Construction Contracts / Jobs: The Public Works Department is doing what it can to get some jobs and economic activity on the streets this summer. At the next couple of meetings, the Council will be asked to approve construction contracts for the West Homer Elementary trail, the access road project at the water treatment plant, the security gate at the Deep Water Dock, improvements at Jack Gist Park, and the Soundview / Woodard Creek bridge. If things go well, the Phase II Kachemak Water and Sewer Project could be before you in late May/ early June. Other projects are in the development phase. (See next item).
7. Karen Hornaday Park Improvements: Attached is a letter from the Parks and Recreation regarding improvements at Karen Hornaday Park. We asked the Commission to give us some input on how the legislative grant the City received last year (\$250,000) and the funding the City provided (\$55,000) should be spent. The legislative grant, and the grant agreement, are focused upon implementation of Phase I of the Karen Hornaday Park Master Plan. As you might recall, Phase I was focused on the most immediate needs such as drainage and parking lot improvements, upgrades to the playground and day use areas,

removal of the old storage shed, etc. The Commission favors doing the engineering work for the drainage and existing parking lot improvements; which we will do. However, it also appears to be more focused now upon the bridge over Woodard Creek and preparation for Phase II which includes moving the road and re-contouring the entire parking area adjacent to Woodard Creek. The argument for this is that unless we do the preliminary engineering work, we will never know if moving the road is possible or affordable. The downside of this approach is that we might spend a lot of money on engineering and not much on actual improvements. Future funding for this project is speculative at best. This approach may also require an amendment to the grant agreement since we are starting to delve into Phase II projects. Council input on this is encouraged. The bottom line is that this year, we are likely to see only some engineering and design work and improvements on the ball field playing surface. We will also see what we can accomplish in the playground and day use areas.

8. Sewer Rehab Project: This project was funded in large part by stimulus money. This project is not very sexy or visible to the public but we are excited about it because it is accomplishing major maintenance and repair tasks on the City sewer lines that would be very expensive to do later. This project will save the City and its sewer customers a great deal of money down the road. Carey attempted to give the Council an update on the project including a video taken by a small remote camera traveling through the sewer lines. That part of the presentation did not go so well you might recall! At any rate, the project was described in an article in Pacific Northwest Trenchless Review. (Yes, there is such a publication you have to be a real geek with no life whatsoever to read such a thing!). A copy of the article is attached I hope the public will find it to be informative.
9. Change Order Notice: This agenda contains a resolution which awards a contract to HDR to perform the Sewer Treatment Plant Bio-Solids Disposal Feasibility Study and replacement of the polymer injection equipment. Carey explains in the resolution and in his back-up memo the reasons for using HDR and tacking this work onto an existing contract. HCC 3.16.100 provides that change orders which change the scope of work of a contract are not binding without prior Council approval.
10. HERC / Old Intermediate School. The Request for Proposals to lease the building has been published and the closing date is Friday May 6. One thing Council may want to consider is what to do if the EDC does not have a quorum when it comes time to review the proposals and make a recommendation to Council. I am told that might be a possibility. Council might consider sending the proposals to the Lease Committee instead or setting up a committee made up of Council members.
11. Bridge Creek Fire Mitigation Project: This project is well underway and so far we are pleased with the result. The only complaint we have received so far is that firewood is not being made available to the public.

Lobbyists Linda Anderson and Yuri Morgan provided an update on the Senate Capital Budget. At this time \$10M is budgeted for the natural gas line, \$6M for the cruise ship dock, and \$6.7M in DOT funds for paving at the Airport taxiway and East End Road. The Capital Budget includes \$400M in energy projects statewide. Each project is tied together, if one gets vetoed, they all go. The fish tax will not receive a hearing before the Legislature this year.

Revenue sharing is allocated at \$60M statewide; the City's share is estimated at \$450,000. Senate Bill 97 related to revenue sharing identifies extra revenue sharing tied to the price of oil. Because the bill may not pass, an additional \$20M was added to the operating budget.

The typical pattern is if the House goes along with the capital budget submitted by the Senate there is no conference committee. The capital budget is \$2.9 billion; \$1.8 billion is general funds. The House still has the opportunity to add projects; the Senate in past years has not removed projects from the House. Without the passage of Senate Bill 97 Homer is scheduled to get \$114,000 additional dollars for revenue sharing. There is \$3.5 billion more oil revenue than projected for FY 2011 and 2012. This year's capital budget reflects spending of \$1 and saving of \$2.

Councilmember Hogan asked about the change order to HDR for work at the sewer treatment plant. City Manager Wrede explained the change order to HDR's existing contract is an opportunity to save a lot of money. Although you could look at it as a sole source contract, it is a legitimate and creative means of saving money.

As to the conflict issue with the city attorney, Councilmember Hogan expressed concern. The city attorney is supposed to work for the Council and any work the attorney is engaged to do should go through the Council. Mr. Hogan believes by statute the attorney is supposed to work for the Council.

B. Bid Report

CITY ATTORNEY REPORT

A. Advising City Adjudicatory Bodies

Attorney Tom Klinkner explained they are trying to formulate a way where two attorneys within their office can play different roles within a proceeding, save the City some money, preserve the fairness of the hearing, and handle the situation more efficiently.

Councilmember Hogan is concerned that we emphasize the priority of the Council as the client over boards, commissions, and staff.

Attorney Klinkner agreed and indicated the proposal would not change that. They will use Attorney Holly Wells and him to handle different aspects of the representation. In the preliminary stage one of them would work with city administration; the other person would be totally uninvolved and free to help the Council.

Councilmember Roberts asked if this method would fall under the contract or would we pay more for the additional services. Mr. Klinkner answered the services would fall under the retainer, and he assumes it would be a significant savings to the City.

City Manager Wrede has no doubt the city attorney was hired by and works for Council. It is hard to cut the staff out; the staff has far more contact with the city attorney than Council does.

Council would want staff to consult with the attorney on a regular basis to keep us out of trouble. It would be problematic if there is no access for staff.

Councilmember Zak joined the meeting via telephone at 7:31 p.m.

ROBERTS/HOGAN – MOVED TO ALLOW BRYAN ZAK TO PARTICIPATE BY TELEPHONE.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Zak asked if the City Attorney had thought about setting up a separate appeals board or board of adjustment, instead of Council in that capacity. City Attorney Klinkner answered he had not received an indication from the Council as a whole on a separate board. An alternative is to designate a hearing officer to hear contested appeals. It would be a person with legal training who would hear the case and make recommendation to Council or to a separate board.

Councilmember Howard commented from all her years in local government it is a normal working relationship with the City Attorney and staff and Council. It is a fine line and there may be times when you have to hire your own attorney. The Clerk would be in a world of hurt without contact with the City Attorney. She asked if Attorney Klinkner was confident with an arms length transaction. Mr. Klinkner expressed he is confident they can operate at an arms length transaction, but cannot guarantee it will satisfy everybody in the Homer community. They have researched it thoroughly and discussed it with a representative of the Alaska Bar Association to confirm they are well within the professional responsibility rules. If conducted properly they will do so.

Attorney Klinkner added that this issue of conflict or separate representation only comes up in adjudications Council hears as a Board of Adjustment. Under any other circumstances assistance to city staff does not interfere with advice to Council.

COMMITTEE REPORT

- A. Public Arts Committee
- B. Transportation Advisory Committee
- C. Permanent Fund Committee
- D. Lease Committee
- E. City Hall Renovation and Expansion Task Force

F. Natural Gas Distribution Task Force

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

- A. **Resolution 11-036**, A Resolution of the City Council of Homer, Alaska, Amending the Fee Schedule to Provide for Long Term Parking Permit Fees. City Manager.

Mayor Hornaday called for a motion for the adoption of Resolution 11-036 by reading of title only.

HOWARD/ROBERTS – SO MOVED.

HOWARD/ROBERTS – MOVED TO AMEND ON THE RESOLUTION THAT IS A LAYDOWN, TO DO SOME GRAMMATICAL ADJUSTMENTS: UNDER PARKING FEES IT WOULD READ PARKING FEES TO BE COLLECTED AT RAMP 1, RAMP 2, RAMP 3 AND RAMP 4 SEASONALLY (MEMORIAL DAY THROUGH LABOR DAY).

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

HOWARD/ROBERTS - MOVED TO AMEND PER BOLD AND UNDERLINED IT WOULD READ SEASONAL PERMITS FOR DAY USE PARKING RAMPS 1-4 \$250.00.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/ROBERTS - MOVED TO FURTHER AMEND THE RESOLUTION AS IS IN THE PACKET BY STRIKING “ANNUAL PERMIT FOR DAY USE PARKING RAMPS 1-4 AVAILABLE FOR LEGAL VEHICLES 20’ OR LESS”.

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Lewis remarked the Port and Harbor Advisory Commission spent a lot of time on the resolution. If people, especially those across the bay, want changes he recommended they go back to the commission and recommend they amend it without a wing and a prayer at the council meeting.

Councilmember Wythe asked that the Port and Harbor Advisory Commission give consideration as to how they can provide parking on the Spit for people with seasonal boats to leave their trailer on the Spit. It would avoid them having to traffic their trailer.

City Manager Wrede referenced the draft ordinance from City Attorney Klinkner. The attorney advises Council may pass the fee schedule change, but should not implement the plan until the ordinance is passed to give the Port and Harbor Director certain authorities. It improves how we will handle fines and how people will pay. The ordinance will be introduced at the next meeting.

Discussion ensued on the 20 ft. or less limitation of trailers that was stricken. It does not pertain to fee pay lots. Oversized vehicles in the high traffic area is a concern.

WYTHE - MOVED TO AMEND THE LINE THAT CURRENTLY INSERTS LONG TERM PARKING ANNUAL PERMIT FEE OF \$200 TO READ: LONG TERM PARKING ANNUAL PERMIT FEE AVAILABLE FOR LEGAL VEHICLES 20' OR LESS/TRAILERS STILL SUBJECT TO THE 7 DAY RULE: \$200.00.

Mayor Hornaday called for a recess at 7:44 p.m. and reconvened the meeting at 7:46 p.m.

Motion died for lack of a second.

WYTHE/HOWARD - MOVED TO AMEND AFTER LONG TERM PARKING ANNUAL PERMIT FEE, INSERT: "AVAILABLE FOR LEGAL VEHICLES 20' OR LESS PARKED IN EXCESS OF SEVEN (7) 24-HOUR DAYS: \$200.00".

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/ROBERTS - MOVED TO AMEND TO INSERT A SEPARATE STATEMENT: "VEHICLES OVER 20' AND TRAILERS ARE NOT ELIGIBLE FOR LONG TERM PARKING".

There was no discussion.

VOTE: (amendment) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/HOWARD - MOVED TO POSTPONE THE APPROVAL TO THE NEXT MEETING AND HAVE A CLEANER COPY FOR REVIEW.

There was no discussion.

VOTE: (postponement) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. **Resolution 11-037**, A Resolution of the City Council Approving the City of Homer 2011 Land Allocation Plan. Mayor/City Council.

Memorandum 11-054 from City Clerk as backup.

Memorandums 11-040 and 11-052 from Lease Committee, 11-041 from Planning Commission, 11-042 from Parks and Recreation Advisory Commission, 11-043 from Library Advisory Board, and 11-053 from Planning Technician as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 11-037 by reading of title only.

ROBERTS/LEWIS - SO MOVED.

The resolution as presented includes no notation changes; Council may add recommendations from Memorandum 11-054.

LEWIS/ROBERTS – MOVED TO ADD SUPPORTING THE KACHEMAK BAY WOODEN BOAT SOCIETY TO THE LAND ALLOCATION PLAN.

Discussion ensued on the lease which may be 15 years out.

VOTE: YES. LEWIS

VOTE: NO. ROBERTS, WYTHE, ZAK, HOWARD, HOGAN

Motion failed.

ROBERTS/WYTHE – MOVED TO ADD ITEM 2 ON THE MEMORANDUM (11-054) FROM THE CITY CLERK: DESIGNATE AND DEFINE A 10,000 SQ. FT. PORTION OF TRACT 1-A, PAGE B-6, AND MAKE THE LAND AVAILABLE FOR REQUEST FOR PROPOSALS.

City Manager Wrede clarified it is the same as item 1 on Memorandum 11-054 supporting the lease proposal of the Kachemak Bay Wooden Boat Society, but from the Lease Committee. The first step would be to consider if Council wants to RFP the land, instead of just sole source. The Lease Committee supported in concept a bigger plan for the lot.

WYTHE/HOWARD - MOVED TO AMEND THE PROPOSAL TO READ: TO DEVELOP A PLAN WHICH WILL CONSIDER DESIGNATION OF A 10,000 SQ. FT. PORTION OF TRACT 1-A, PAGE B-6, TO MAKE THE LAND AVAILABLE FOR REQUEST FOR PROPOSAL.

Councilmember Roberts recalled that Shelly Erickson of the Lease Committee explained the parcel might be for non profits.

VOTE: (secondary amendment) YES. LEWIS, ROBERTS, WYTHE, ZAK, HOWARD, HOGAN

Motion carried.

VOTE: (amendment as amended) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Hornaday called for a motion to adopt Item 3.

Failed for lack of a motion.

ROBERTS/LEWIS - MOVED TO ADOPT #4 TO RETAIN THE NW CORNER OF KAREN HORNADAY PARK, 10 ACRES, PAGE C-7, RETAIN FOR A FUTURE PARK.

There was no discussion.

VOTE: YES. LEWIS, ROBERTS, ZAK, HOWARD

VOTE: NO. HOGAN, WYTHE

Motion carried.

LEWIS/ROBERTS - MOVED THAT PAGE NUMBERS C-11 AND C-12 BE RETAINED FOR FUTURE KACHEMAK DRIVE TRAIL AND REST AREAS. (KPB PARCELS 179-100-01, 179-110-05, AND 179-360-20)

City Manager Wrede noted the lots are undesignated and he would not put them up for sale.

VOTE: YES. LEWIS, ROBERTS, ZAK

VOTE: NO. HOWARD, HOGAN, WYTHE

Mayor Hornaday broke the tie vote with a YES.

Motion carried.

WYTHE/LEWIS – MOVED TO CONTINUE HOLDING THIS LOT FOR SALE (ITEM #6 OLD LIBRARY LAND).

The property was previously designated for sale.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

WYTHE/LEWIS - MOVED TO INCLUDE RECOMMENDATION #7 IN OUR RESOLUTION.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Vote: (main motion as amended) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 11-038**, A Resolution of the City Council of Homer, Alaska, Awarding a Contract for the Sewer Treatment Plant Bio-Solids Disposal Feasibility Study (\$49,940) and the Design of the Replacement of Sewer Treatment Plant Polymer Injection Equipment (\$9,988), for a combined total of \$59,928, to HDR Alaska, Inc. of Anchorage, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. Public Works Director.

Memorandum 11-055, from the Public Works Director as back up.

Mayor Hornaday called for a motion for the adoption of Resolution 11-038 by reading of title only.

LEWIS/ROBERTS – SO MOVED.

Councilmember Hogan voiced opposition to the change order to issue a sole source contract. There is a procurement policy in place to protect the public. The last time it was the snow blower. We were told we were getting the best deal, and that was not the case. We have a duty to RFP the project, not a change order to the existing contract. It is completely different. Although it is more expensive to RFP, there are a lot of firms looking for work. We are getting a reputation throughout the state that we don't put things out to bid that we should.

Councilmember Roberts defined it as a specialized activity, and asked if there are a lot of firms in the state that do this type of work.

City Manager Wrede referred to Public Works Director Meyer. For engineering services we can do sole source contracts if somebody has the specific expertise we are looking for.

Public Works Director Meyer answered it is specialized work, not every engineering firm deals with the treatment aspect of water and sewer. The Procurement Manual speaks to these types of projects. As to competition, engineering services are awarded based on qualifications within an RFP. It would be against engineering firms' code of ethics to bid the work. An option is to put out an RFP, select the firm on qualifications and negotiate a fee to complete the work. That will cost advertising money, city staff time, and review of RFPs. HDR Alaska was selected as the most qualified firm for the Water Treatment Plant engineer. It is not a stretch to say two years ago we selected their firm and this small change order is very close to the work that was done. It is a way to keep the ball rolling on the projects. An RFP is time consuming and is awarded based on qualifications. HDR Alaska is qualified.

Councilmember Wythe recognizes both sides of the discussion. In deference to Councilmember Hogan's concern she agrees the resolution before Council is not a clear and honest statement. The resolution needs to say we are authorizing staff to do a sole source agreement with HDR, recognizing them as the most qualified candidate. This project is distinctly separate from the other project they are coming here to work on.

Councilmember Hogan's bigger concern is the City's reputation in contracting opportunities. Building walls to prevent other contractors from bids will affect us down the road. It is not a competitive bid process, but everyone wants to play in the game. Excluding people from the ability to participate has and will continue to affect the City's reputation in the contracting community. Although the RFP process may be longer and tedious, we need to have some respect for the Procurement Policy.

Councilmember Wythe asked if Public Works maintained a qualified bidders list so people outside the RFP process had an opportunity to put forward their qualifications and have them reviewed and become a qualified vendor. Public Works Director Meyer answered they do not have a process outside the normal RFP. They have utilized term contracts, water/sewer projects for the next five years, contractors are selected as the most qualified and task orders are issued. The term contract ended at the end of last year and he has not had time to put the contract back out. A term contract can take six months to pull together. Polymer is an injection equipment replacement, an important part of the treatment process. He is motivated to try to find a way to make it happen. He is not trying to spin or ignore the Procurement Manual. Issuing change orders to existing contracts is a way we can complete contracts. It is reasonable in this case before we can get a term contract in place.

Councilmember Lewis asked how many other firms would be qualified for the project. Mr. Meyer indicated there are half a dozen; most firms are nationwide and have Anchorage branch offices.

Mayor Hornaday called for a recess at 8:15 p.m. and reconvened the meeting at 8:18 p.m.

Councilmember Lewis asked how long it would delay the project if it was put out to bid and what kind of problems and expense might occur. Mr. Meyer answered it would delay the project 3 to 4 months, there are advertising expenses, and could affect the polymer. It is a piece of equipment they don't make spare parts for anymore. The sludge disposal part would be less

affected by putting it off. HDR is under contract for the Water Treatment Plant. There is money for them to come to Homer and we can take advantage of the contracted travel costs. If we hired additional firms there would be additional funds to fly them here to accomplish the work.

Councilmember Howard noted it was not the lowest bid process, but is by qualifications. She suggested the title award a sole source contract.

City Attorney Klinkner advised it is a sole source contract as you are looking at one firm to do the work when there are other qualified firms. That would be an accurate characterization of what the resolution is doing.

HOWARD/WYTHE – MOVED TO AMEND THE TITLE TO READ: AWARDING A SOLE SOURCE CONTRACT.

Councilmember Hogan reiterated his concern about the City's reputation that needs protection like any other asset.

VOTE: (amendment) YES. ZAK, HOWARD, LEWIS, ROBERTS, WYTHE
VOTE: NO. HOGAN

Motion carried.

WYTHE/HOGAN - MOVED TO AMEND THE TITLE TO STRIKE THE "SEWER TREATMENT PLANT BIO-SOLIDS DISPOSAL FEASIBILITY STUDY (\$49,940)" AND THE STATEMENT AT THE BOTTOM WHICH SAYS "FOR A COMBINED TOTAL OF \$59,928".

Councilmember Wythe defended it would address the short term need and addresses the larger part of going out to bid for the feasibility study.

Councilmember Roberts expressed opposition to the amendment. The \$10,000 for the polymer injection equipment is valid. The extra costs incurred with a RFP and a new group of people to fly here would eliminate the savings. Staff has heard Council's concerns and will address them in the future.

Councilmember Hogan stated we are getting out into a field that none of us have no expertise in. That is why the state licenses engineers and there are a number of engineering firms in the state that could handle the project.

VOTE: (amendment) YES. WYTHE,
VOTE: NO. ZAK, HOWARD, HOGAN, LEWIS, ROBERTS

Motion failed.

VOTE: (main motion as amended) YES. ROBERTS, WYTHE, ZAK, HOWARD, LEWIS
VOTE: NO. HOGAN

Motion carried.

- D. **Resolution 11-039**, A Resolution of the City Council of Homer, Alaska, Supporting a Bill to End Requirements that Employers who Terminate Some or all Participation In the Public Employees' Retirement System of Alaska Pay Termination Costs, and Making the Changes Retroactive. Zak.

Mayor Hornaday called for a motion for the adoption of Resolution 11-039 by reading of title only.

ZAK/ROBERTS - SO MOVED.

City Manager Wrede explained this was a big deal while in Juneau with mayors, city managers, and lawyers talking about it. It was an unintended consequence when they tried to fix the PERS situation and set everyone at 22% per year, per employee. Administrative code exempts the state from the requirement. Anytime a city terminates a class or department of employees for budget reasons, you still have the obligation to make PERS payments, pay for a termination study, and make payments as though the employee was still your responsibility for 20-30 years. AML is strongly behind it; it is a huge financial impact to every municipality.

Attorney Klinkner added it is a device to support the ability of the PERS system to get back on an actuary sound basis by increasing the money that goes in to work on their underfunding problem. With municipalities downsizing some of their functions it will have an adverse effect to recuperate some of the PERS system. The state is exempt, therefore, it seems it is not as important as made out to be. It is unfairly skewed toward the municipal participants in the program.

Mayor Hornaday sees that a city employee vests after five years of service. If you decide to end a city department and have vested employees within, employees are still entitled to benefits. Who is going to pay for them?

City Attorney Klinkner answered they are entitled to some type of benefit and the PERS shortfall needs to be covered. AML and others of opinion this is not the way to do it.

City Manager Wrede added if an employee vests after five years the city is still responsible for those five years. The city may be responsible for the PERS obligation for the employee's entire career.

Councilmember Wythe added this was a part of the discussion that took place when the 22% was put in. There are two separate issues; the money needed to pay for a person's health insurance benefit after retirement is unfunded. If five years vested and no longer employed, the employee can go back and collect their tier of pension and medical insurance. The money put in for the pension plan is vested, but there are no funds growing to pay for the health insurance. Language was added to prevent cities from removing groups of employees from PERS. If the state is not contributing, the municipalities are funding their portion. It is a reasonable resolution to move

forward on the basis the state is not being required to contribute. There is no one contributing funds towards the costs of the future health insurance benefits when you stop contributing to this plan.

City Manager Wrede said AML is trying to get resolutions from municipalities to encourage Legislature. Most municipalities are having budget problems and the liability of the termination study and PERS payments would amplify their financial problems.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

There were no comments of the audience.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner had no comment.

COMMENTS OF THE CITY CLERK

City Clerk Johnson had no comment.

COMMENTS OF THE CITY MANAGER

City Manager Wrede had no comment.

COMMENTS OF THE MAYOR

Mayor Hornaday commented Homer is a hopping place. Last weekend the oil support spill drill people were here with 30 to 40 boats. They filled up the hotels, ate in restaurants, and shopped. The State Emblem Club and hockey kids from Barrow were here. The Elks are meeting next month and Bryan is bringing the Port and Harbor Directors to meet here. The Methodists are going to have their state convention here. Reality shows and movies are all ending up at the Auction Block. The Rotary with over 300 people will be meeting here in June.

COMMENTS OF THE CITY COUNCIL

Councilmember Hogan extended his best wishes to Helen Hill. Her tenure as a librarian was a difficult time that she handled with grace.

Councilmember Roberts commented she never thought she would read a magazine called Pacific Northwest Trenchless Review. She appreciated the article about Carey and his project.

Councilmember Howard requested that resolutions be lined documents which would be helpful for amendments.

Councilmembers Wythe, Zak, and Lewis had no comment.

ADJOURNMENT

There being no further business to come before the Council, Mayor Hornaday adjourned the meeting at 8:41 p.m. The next Regular Meeting is scheduled for Monday, April 25, 2011 at 6:00 p.m. The next Committee of the Whole is scheduled for Monday, April 25, 2011 at 5:00 p.m. A Worksession is scheduled for Monday, April 25, 2011 at 4:00 p.m. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, CMC, CITY CLERK

Approved: _____

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603
(907) 235-3130
(907) 235-8121
ext: 2224, 2226, or 2227
Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM 11-056

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK *MJ*

DATE: APRIL 18, 2011

SUBJ: NEW LIQUOR LICENSE FOR TWO SISTERS BAKERY

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

| | |
|------------------|--|
| Type: | Restaurant/Eating Place-Public Convenience |
| Lic #: | 5049 |
| DBA Name: | Two Sisters Bakery |
| Premise Address: | 223 E. Bunnell Ave. |
| Owner: | Soul Sisters, Inc. |
| Mailing Address: | 223 E. Bunnell Ave. |

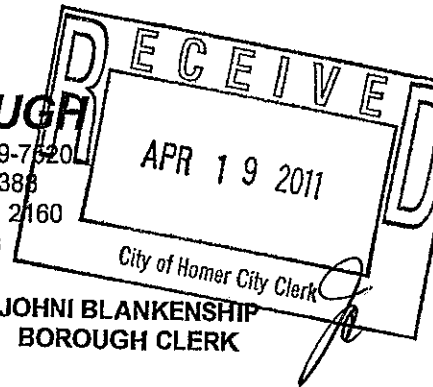
RECOMMENDATION: Voice non objection and approval for the new liquor license as listed above.

Fiscal Note: Revenues.



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520
PHONE: (907) 714-2160 • FAX: (907) 714-2388
Toll-free within the Borough: 1-800-478-4441 Ext. 2160
Email: assemblyclerk@borough.kenai.ak.us



April 19, 2011

Ms. Lauren Edades
Records & Licensing Supervisor
Alcoholic Beverage Control Board
5848 E. Tudor Road
Anchorage, Alaska 99507-1286

RE: **Non-Objection of New License Application**

| | | |
|------------------|---|--|
| Business Name | : | Two Sisters Bakery |
| License Type | : | Restaurant Eating Place-Public Convenience |
| License Location | : | City of Homer |
| License No. | : | 5049 |

Dear Ms. Edades,

This serves to advise that the Finance Department has reviewed the above referenced application and has no objection to the issuance of this license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Johni Blankenship, Assistant

Johni Blankenship, MMC

JB: Borough Clerk

JB/klr

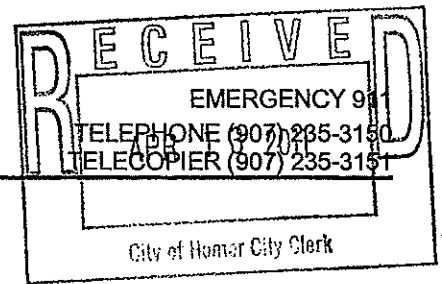
cc: City of Homer
Applicant
KPB Finance Department
File



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609



MEMORANDUM

DATE: April 13, 2011
TO: Melissa Jacobsen, CMC, Deputy City Clerk
FROM: Mark Robl, Chief of Police *mr*
SUBJECT: Liquor License (New)

The Homer Police Department approves the liquor license for the following business:

Restaurant Eating Place – Public Convenience

Two Sisters Bakery – Lic. #5049
Location: 223 East Bunnell Ave., Homer, Alaska
Owner: Soul Sisters, Inc.
Mailing Address: 223 East Bunnell Ave.
Homer, AK 99603

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603
(907) 235-3130
(907) 235-8121
ext: 2224, 2226, or 2227
Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM

DATE: April 11, 2011
TO: Mark Robl, Police Chief
FROM: Melissa Jacobsen, CMC, Deputy City Clerk
SUBJECT: New Liquor License

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

Type: Restaurant/Eating Place-Public Convenience
Lic #: 5049
DBA Name: Two Sisters Bakery
Premise Address: 223 E. Bunnell Ave.
Owner: Soul Sisters, Inc.
Mailing Address: 223 E. Bunnell Ave.

This matter is scheduled for the April 25, 2011 City Council meeting. Please respond with any objections/non-objections to this liquor license renewal by Wednesday, April 20, 2011.

Thank you for your assistance.

State of Alaska
Alcoholic Beverage Control Board

Date of Notice: April 6, 2011

Application Type: **NEW** X

 TRANSFER
 Ownership
 Location
 Name Change

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

License #: **5049**
License Type: **Restaurant Eating Place Public Convenience**
D.B.A.*: **Two Sisters Bakery**
Licensee/Applicant: **Soul Sisters Inc**
Physical Location: **233 E Bunnell Ave**

Mail Address: **233 E Bunnell Ave**
Telephone #: **907-235-2280 907-235-2280 Fax**
EIN: **92-0162912**

| Corp/LLC Agent: | Address | Phone | Date and State of Limited Partnership/Corporation | Good standing? |
|-----------------|-------------------------------------|------------------|---|----------------|
| Carri Thurman | 233 E Bunnell Ave Homer AK 99603 | 907-235- 2280 | March 27, 1998 Alaska | Yes |

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

| Member/Officer/Director: | DOB | Address | Phone | Title/Shares (%) |
|--------------------------|---------|----------------------------------|--------------|-----------------------|
| Carri A Thurman | 4/24/63 | PO Box 2621 Homer AK 99603 | 907-235-2280 | President 50% |
| Sharon T Roufa | 3/22/72 | 52031 Wyoh Way Homer AK 99603 | 907-232-2280 | Vice President 50% |
| | | | | |
| | | | | |

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

License #: N/A
Current D.B.A.: N/A
Current Licensee: N/A
Current Location: N/A

Additional comments: Restaurant Designation Permit enclosed.

FYI: Public Convenience license: ☒ Yes ☐ No

Local Governing Body: if this license is a Public Convenience license, you must respond to this notification within 60 days. The word "Approved" must be indicated in your response (*if approved*). Normally, a "non-objection" or no response is considered "approval"; however, 13 AAC 104.335(a)(3) specifically states:

"the governing body of the municipality in which the licensed premises are to be located approves the application."

****Date of Birth**

*** Doing Business As**

Cc: Kenai Peninsula Borough

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

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

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

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

If you wish to protest the application referenced above, please do so in the prescribed manner and within the prescribed time. Please show proof of service upon the applicant. For additional information please refer to 15 AAC 104.145, Local Governing Body Protest.

Note: Applications applied for under AS 04.11.400(g), 15 AAC 104.335(a)(3), AS 04.11.090(e), and 15 AAC 104.660(e) must be approved by the governing body.

Sincerely,

/s/ *Reeda Jaramillo*

Reeda Jaramillo
Business Registration Examiner

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 15 AAC 104.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 19 for employment. If for employment, please state in detail, how the person will be employed, duties, etc. (13 AAC 104.745).

This application is for designation of premises where: (please mark appropriate items).

- 1 ☒ Under AS 04.16.010(c) Bona fide restaurant/eating place.
- 2 ☒ Persons between 16 & 21 may dine unaccompanied.
- 3 ☒ Persons under 16 may dine accompanied by a person 21 years or older.
- 4 ☒ Persons between 16 and 19 years may be employed. (See note below).

LICENSEE: Soul Sisters, Inc.

D/B/A: Two Sisters Bakery

ADDRESS: 233 E. Bunnell Ave.

1. Hours of Operation: 7 am to 10 pm Telephone # 907 235 2280
2. Have police ever been called to your premises by you or anyone else for any reason: ☐ Yes ☒ No
If yes, date(s) and explanation(s).

3. Duties of employment: Espresso makers, bus boys, dish washers, Bakers, Cleaners,

4. Are video games available to the public on your premises? NO

5. Do you provide entertainment: ☐ Yes ☒ No If yes, describe.

6. How is food served? ☒ Table Service ☐ Buffet Service ☒ Counter Service ☐ Other*

7. Is the owner, manager, or assistant manager always present during business hours? ☒ Yes ☐ No

*** A MENU AND A DETAILED LICENSED PREMISES DIAGRAM MUST ACCOMPANY THIS APPLICATION ***

This permit remains in effect until the liquor license is transferred OR at the discretion of the Alcoholic Beverage Control Board. (13 AAC 104.795)

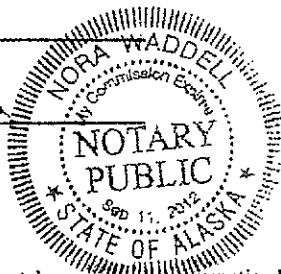
I certify that I have read AS 04.16.049, AS 04.16.060, 13 AAC 104.715-795 and have instructed my employees about provisions contained therein.

[Signature]
Applicant(s) signature

Subscribed and sworn to before me this 13th day of March, 2011

[Signature]
Notary Public in and for Alaska

My Commission expires Sept 11, 2012



Application approved (13 AAC 104.725(e))
Governing Body Official

Date: _____

Director, ABC Board

Date: _____

NOTE: AS 04.16.049(c) requires that written parental consent and an exemption by the Department of Labor must be provided to the licensee by the employee who is under 19 years of age. Persons 19 and 20 years of age are not required to have the consent or exemption.

* Describe how food is served on back of form.

Dinner at Two Sisters Bakery

Starters:

Spring Rolls are Julienned vegetables and rice noodles in a rice paper wrapper served with a sweet chili dipping sauce for **\$7.00**

The **Charcuterie Tray** has smoked and cured salami, pancetta, and sausage served with fancy mustard and fresh bread for **\$8.00**

The **Fruit and Cheese Plate** is exactly that for **\$8.00**

Entrees:

Pho is a spicy and filling Vietnamese soup with beef and noodles for **\$8.00**

Our **Pulled Pork** is roasted in the brick oven until it falls apart and is served with a side of chipotle slaw and garlic smashed potatoes for **\$12.00**

Eggplant Rolantini is roasted slices of eggplant rolled and baked with spinach, mushrooms and cheese and served under fresh marinara for **\$12.00**

Cioppino is a seafood stew with tomato, fennel and anise for **\$8.00**

Salads:

Spinach Salad with Almonds and tangerine **\$7.00**

Mediterranean Vegetable Salad with cucumber, onion, feta and kalamata olives **\$7.00**

House Salad has whatever is in the house on it **\$5.00**

STATE OF ALASKA
ALCOHOL BEVERAGE CONTROL BOARD
Licensed Premises Diagram

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

DBA: Two Sisters Bakery

PREMISES LOCATION: 233 E. Bunnell Ave. Homer, AK 99603

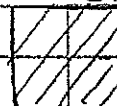
Indicate scale by x after appropriate statement or show length and width of premises.


SCALE A: X 1 SQ = 4 FT SCALE B: _____ 1 SQ = 1 FT


Length and width of premises in feet:


Outline the area to be designated for sale service storage and consumption of alcoholic beverages in red.
DO NOT USE BLUE INK OR PENCIL ON THIS DIAGRAM.


Key:

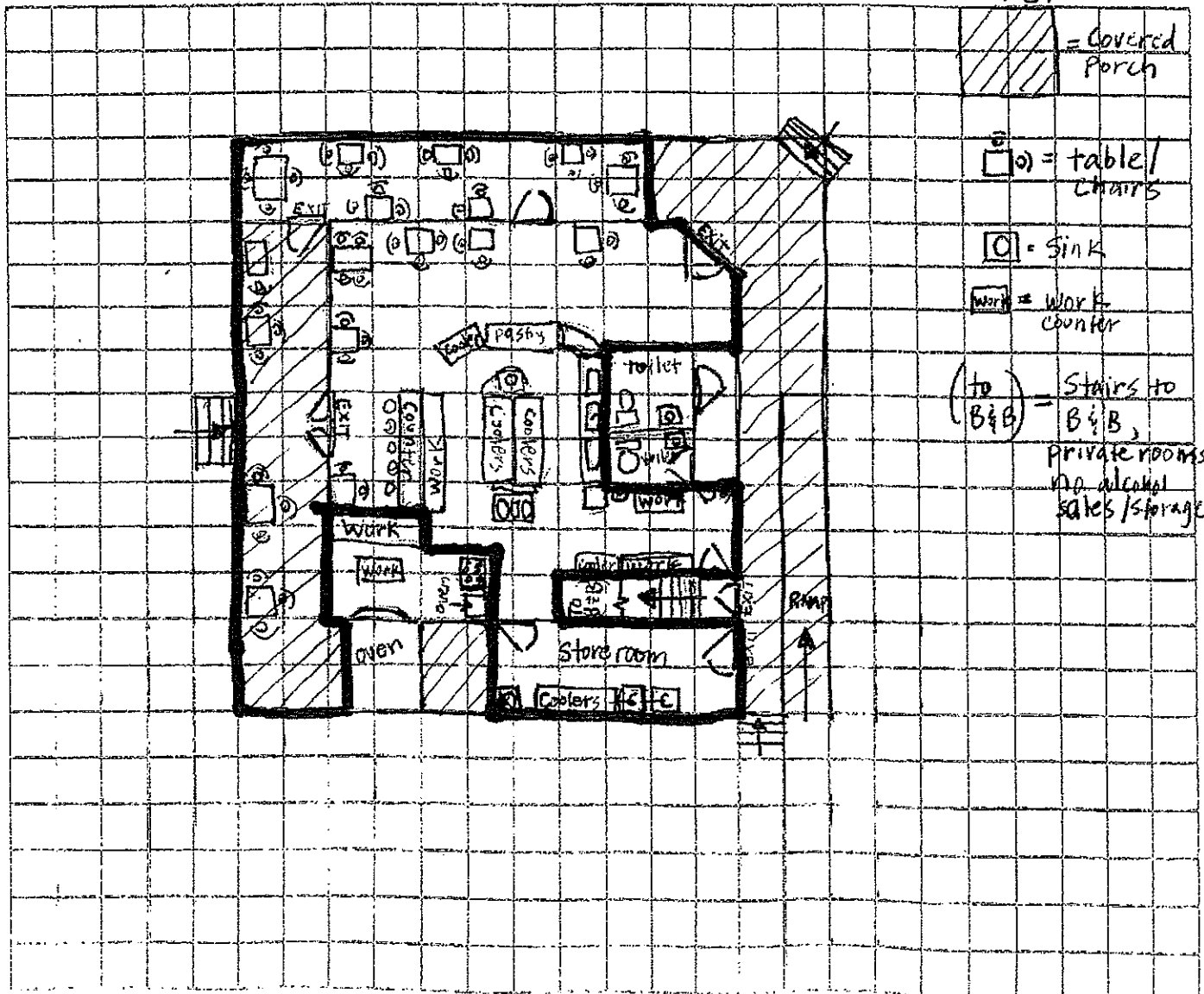
 = Covered Porch

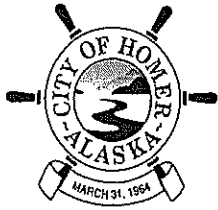
 = table/ chairs

 = Sink

 = Work counter

 = Stairs to B&B, private rooms, no alcohol sales/storage





Office of the Mayor
James C. Hornaday
Homer City Hall
491 E. Pioneer Avenue
Homer, Alaska 99603-7624

Phone 907-235-8121 x2229
Fax 907-235-3143

MEMORANDUM 11-057

TO: HOMER CITY COUNCIL

FROM: JAMES C. HORNADAY, MAYOR

DATE: APRIL 18, 2011

SUBJECT: APPOINTMENTS OF MONICA COGGER, TAMARA FLETCHER, AND KENNETH SCHROEDER TO THE LIBRARY ADVISORY BOARD AND REAPPOINTMENT OF STEVE SMITH TO THE TRANSPORTATION ADVISORY COMMITTEE.

Monica Cogger is appointed to the Library Advisory Board to fill the seat vacated by Julie Beatty. Her appointment will expire April 1, 2012. Tamara Fletcher is appointed to the Library Advisory Board to fill the seat vacated by Michael Hawfield. Her appointment will expire April 1, 2013. Kenneth Schroeder is appointed to the Library Advisory Board to fill the seat vacated by Kyra Wagner. His appointment will expire April 1, 2014.

Steve Smith is reappointed to the Transportation Advisory Committee with a term to expire April 1, 2014.

RECOMMENDATION:

Confirm the appointments of Monica Cogger, Tamara Fletcher, and Kenneth Schroeder to the Library Advisory Board and reappointment of Steve Smith to the Transportation Advisory Committee.

Fiscal Note: N/A



CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM

APR 06 2011 AM 08:05 *RB*

Mayor C/C 4/6/11
CITY CLERKS OFFICE
CITY OF HOMER
491 E. PIONEER AVENUE
HOMER, ALASKA 99603
PHONE 907-235-3130
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
This information is public and will be included in the Council Information packet.

Name Monica Cogger Date 4-5-11

Physical Address 4204 Kramer Lane Apt 115 City Homer

Mailing Address PO Box 2454 Zip Code 99603

Phone 235-8397 Work # 226-2228 Cell # ext. 102

Email Address monica.cogger@yahoo.com

NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

| Select | COMMISSION/COMMITTEE/BOARD.TASK FORCE | REGULAR MEETING SCHEDULE |
|-------------------------------------|---|---|
| <input type="checkbox"/> | ADVISORY PLANNING COMMISSION | 1ST & 3RD WEDNESDAY OF THE MONTH AT 7:00 P.M. WORKSESSIONS AT 5:30 P.M. |
| <input type="checkbox"/> | ECONOMIC DEVELOPMENT ADVISORY COMMISSION | 2ND TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input checked="" type="checkbox"/> | LIBRARY ADVISORY BOARD | 1ST TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PARKS & RECREATION ADVISORY COMMISSION | 3RD THURSDAY OF THE MONTH AT 6:30 P.M. |
| <input type="checkbox"/> | PORT & HARBOR ADVISORY COMMISSION | 4TH WEDNESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PUBLIC ARTS COMMITTEE | 3RD THURSDAY OF THE MONTH AT 11:00 A.M. WORKSESSIONS AT 10:00 A.M. |
| <input type="checkbox"/> | TRANSPORTATION ADVISORY COMMITTEE | 3RD TUESDAY OF THE MONTH AT 5:30 P.M. |
| <input checked="" type="checkbox"/> | PERMANENT FUND COMMITTEE | QUARTERLY - 2ND THURSDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | LEASE COMMITTEE | QUARTERLY - 2ND THURSDAY AT 3:00 P.M. |
| <input type="checkbox"/> | OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE | |

I have been a resident of the City for ☒ 4 ☐ mos. ☒ yrs I have been a resident of the area for ☒ 4 ☐ mos. ☒ yrs.

I am presently employed as: Patient Accounts Representative

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

Library aid, JR High, High School, college
ATA Business Management, 10 yrs active duty
Navy, Skagit Valley College 2000 Budget Committee

Have you ever served on a similar commission, committee, board or task force? ☒ Yes

If so, when and where? Skagit Valley College Budget
Committee 2000.

When are you available for meetings? ☒ Weekly ☒ Monthly ☒ Bi-Monthly

I am interested in serving on the above because:

I want to be part of something bigger
than just my family & company I work for.
My son & I use the library

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

☐ Yes ☒ No

If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? ☐ If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis? ☐

If yes, is you use primarily: ☐ Commercial ☐ Recreational ☐ Both

Please include any additional information that may assist the Mayor in his decision making:

When you have completed the form please review all the information. Submit to the City Clerk's Office.



CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM

APR 14 2011 AM 11:44

CITY CLERKS OFFICE
CITY OF HOMER
491 E. PIONEER AVENUE
HOMER, ALASKA 99603
PHONE 907-235-3130
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
This information is public and will be included in the Council Information packet.

Name Tamara Fletcher Date April 13, 2011

Physical Address 4658 Rochelle Road City Homer

Mailing Address 4658 Rochelle Rd Zip Code 99603

Phone 235-0626 Work # 235-3309 Cell # _____

Email Address tlmf63@alaska.net

NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

| Select | COMMISSION/COMMITTEE/BOARD.TASK FORCE | REGULAR MEETING SCHEDULE |
|-------------------------------------|--|---|
| <input type="checkbox"/> | ADVISORY PLANNING COMMISSION | 1ST & 3RD WEDNESDAY OF THE MONTH AT 7:00 P.M. WORKSESSIONS AT 5:30 P.M. |
| <input type="checkbox"/> | ECONOMIC DEVELOPMENT ADVISORY COMMISSION | 2ND TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input checked="" type="checkbox"/> | LIBRARY ADVISORY BOARD | 1ST TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PARKS & RECREATION ADVISORY COMMISSION | 3RD THURSDAY OF THE MONTH AT 6:30 P.M. |
| <input type="checkbox"/> | PORT & HARBOR ADVISORY COMMISSION | 4TH WEDNESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PUBLIC ARTS COMMITTEE | 3RD THURSDAY OF THE MONTH AT 11:00 A.M. WORKSESSIONS AT 10:00 A.M. |
| <input type="checkbox"/> | TRANSPORTATION ADVISORY COMMITTEE | 3RD TUESDAY OF THE MONTH AT 5:30 P.M. |
| <input type="checkbox"/> | PERMANENT FUND COMMITTEE | QUARTERLY - 2ND THURSDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | LEASE COMMITTEE | QUARTERLY - 2ND THURSDAY AT 3:00 P.M. |
| <input type="checkbox"/> | OTHER - PLEASE ENTER THE | |

I have been a resident of the City for 2.5 ☐ mos. ☒ yrs I have been a resident of the area for 26 ☐ mos. ☒ yrs.

I am presently employed as: Purchasing & Materials Management Supervisor at Homer Electric Association, Inc.

List any special training, education or background you have which is related to your choice of commission, committee, board, or task force: A life-long love of reading. I have been a volunteer shelver since the Library opened at the present location. I have a background with small non-profits and am very familiar with Boards, Committees, and

Have you ever served on a similar commission, committee, board or task force? No

If so, when & where:

When are you available for meetings? ☐ Weekly ☒ Monthly ☐ Bi-Monthly

I am interested in serving on the above because:

I have used libraries my entire life and marvel at the resources this Library has to offer. As there are open seats on the LAB I am stepping forward for a 3-year term.

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

☒ Yes ☐ No

If yes, please list organizations: Friends of the Homer Public Library

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? ☐ If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis? ☐

If yes, is you use primarily: ☐ Commercial ☐ Recreational ☐ Both

Please include any additional information that may assist the Mayor in his decision making:

When you have completed the form please review all the information and then click on the submit or print button.



CITY OF HOMER
COMMISSION, COMMITTEE, BOARD & TASK FORCE
APPLICATION FORM

APR 05 2011 PM 05:00 *pk*
Mayor c/c 4/6/11
CITY CLERK'S OFFICE
CITY OF HOMER
491 E. PIONEER AVENUE
HOMER, ALASKA 99603
PHONE 907-235-3130
FAX 907-235-3143

RECEIVED BY CLERK'S OFFICE

The information below provides some basic background for the Mayor and Council.
This information is public and will be included in the Council Information packet.

Name Kenneth Schroeder Date 4/5/2011

Physical Address 3894 Ben Walters Ln City Homer

Mailing Address 3894 Ben Walters Ln Zip Code 99603

Phone 907-399-1891 Work # 907-235-1660 Cell #

Email Address SchroederKK@gmail.com

NOTE: The above information will be published in the City Directory and within the City web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

Please indicate the commission(s), committee(s), board or task force you are interested in:

| Select | COMMISSION/COMMITTEE/BOARD.TASK FORCE | REGULAR MEETING SCHEDULE |
|-------------------------------------|---|---|
| <input type="checkbox"/> | ADVISORY PLANNING COMMISSION | 1ST & 3RD WEDNESDAY OF THE MONTH AT 7:00 P.M. WORKSESSIONS AT 5:30 P.M. |
| <input type="checkbox"/> | ECONOMIC DEVELOPMENT ADVISORY COMMISSION | 2ND TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input checked="" type="checkbox"/> | LIBRARY ADVISORY BOARD | 1ST TUESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PARKS & RECREATION ADVISORY COMMISSION | 3RD THURSDAY OF THE MONTH AT 6:30 P.M. |
| <input type="checkbox"/> | PORT & HARBOR ADVISORY COMMISSION | 4TH WEDNESDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | PUBLIC ARTS COMMITTEE | 3RD THURSDAY OF THE MONTH AT 11:00 A.M. WORKSESSIONS AT 10:00 A.M. |
| <input type="checkbox"/> | TRANSPORTATION ADVISORY COMMITTEE | 3RD TUESDAY OF THE MONTH AT 5:30 P.M. |
| <input type="checkbox"/> | PERMANENT FUND COMMITTEE | QUARTERLY - 2ND THURSDAY OF THE MONTH AT 6:00 P.M. |
| <input type="checkbox"/> | LEASE COMMITTEE | QUARTERLY - 2ND THURSDAY AT 3:00 P.M. |
| <input type="checkbox"/> | OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE | |

I have been a resident of the City for ☒ 20 ☐ mos. ☒ yrs I have been a resident of the area for ☐ ☐ mos. ☐ yrs.

I am presently employed as:

List any special training, education or background you have which is related to your choice of commission, committee, board or task force:

I am a certified Computer and Network Technician and I
have a interest in contributing to the community

Have you ever served on a similar commission, committee, board or task force?

If so, when and where? _____

When are you available for meetings? ☐ Weekly ☐ Monthly ☐ Bi-Monthly

I am interested in serving on the above because:

Do you currently belong to any organizations specifically related to the area of your choice(s) you wish to serve on?

☐ Yes ☒ No If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? ☐ If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

Do you use the Homer Port and/ or Harbor on a regular basis? ☐

If yes, is you use primarily: ☐ Commercial ☐ Recreational ☐ Both

Please include any additional information that may assist the Mayor in his decision making:

When you have completed the form please review all the information. Submit to the City Clerk's Office.

Jo Johnson

From: Melissa Jacobsen
Sent: Tuesday, March 29, 2011 12:02 PM
To: Jo Johnson
Subject: FW: TAC

*Melissa Jacobsen, CMC
Deputy City Clerk
City of Homer, Alaska*

PUBLIC RECORDS LAW DISCLOSURE: Most e-mails from or to this address will be available for public inspection under Alaska public records law.

From: Stephen C. Smith [<mailto:scsmith@gci.net>]
Sent: Tuesday, March 29, 2011 11:54 AM
To: Melissa Jacobsen
Subject: TAC

Hi Melissa,

If the mayor feels that he would like to appoint me to another term on the Transportation Advisory Committee I would be happy to serve. I am excited about the prospect of some of the modeled extensions in the long range transportation plan getting attention from the Public Works Department and I would like to be involved in guiding that process. Please let me know if you need anything else from me. Thanks.

Steve

VISITORS

CITY OF HOMER

PERMANENT FUND - ORDINANCE 05-14(S)

INVESTMENT PORTFOLIO:

| U.S. BANK | | | | |
|---|---------------------------------------|----------------------------------|---------------------|---|
| | First American Prime Oblig Fund | First American Prime Oblig | Total | 5% is to be available for grants to Non- Profits |
| | INCOME - 999- 1043 /301 | GROWTH - 999- 1044 / 302 | | |
| Original Settlement Receipt - 6/16/2010 | 460,508.25 | 690,762.39 | 1,151,270.64 | |
| Interest Settlement Receipt -12/31/2010 | 106,410.65 | 159,615.99 | 266,026.64 | |
| Total Investment into US Bank | 566,918.90 | 850,378.38 | 1,417,297.28 | 70,864.86 |
| Administrative Expenses | (2,116.77) | (3,499.15) | (5,615.92) | |
| Interest & Dividends Received | 3,901.91 | 10,377.41 | 14,279.32 | |
| Mark to Market Year End Adjustments to Books | (7,832.00) | 108,468.66 | 100,636.66 | |
| Recognized Gain/Loss | (964.70) | 4,742.77 | 3,778.07 | |
| Investment Balance | 559,907.34 | 970,468.07 | 1,530,375.41 | 76,518.77 |
| March 31 Market Value | 562,276.31 | 1,018,999.32 | 1,581,275.63 | 79,063.78 |
| Difference Between Investment & MV | (4,642.59) | 168,620.94 | 163,978.35 | |

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S PROCLAMATION

**MUNICIPAL CLERKS WEEK
May 1 - 7, 2011**

WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world; and

WHEREAS, The Office of the Municipal Clerk is the oldest among public servants; and

WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, Mayor and City Council and agencies of government at other levels; and

WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, province, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, I, James C. Hornaday, Mayor of the City of Homer, do hereby proclaim the week of May 1 - 7, 2011 as:

MUNICIPAL CLERKS WEEK

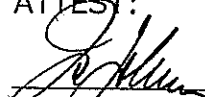
and encourage all residents to take advantage of the variety of information, records assistance and services that the City Clerk's Office provides.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED THE Seal of the City of Homer, Alaska to be affixed this 25th day of April, 2011.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK



**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S PROCLAMATION

**PEACE OFFICERS MEMORIAL DAY – MAY 15, 2011
NATIONAL POLICE WEEK – MAY 15 - 21, 2011**

WHEREAS, The members of the Homer Police Department and the Alaska State Troopers stationed in the Homer area play an essential role in safeguarding the rights and freedoms of the Homer area residents, our citizens; and

WHEREAS, It is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their Police Officers and State Troopers; and

WHEREAS, It is also important that members of our Homer Police Department and Alaska State Troopers recognize their duty to serve the people by safeguarding life and property, by protecting against violence and disorder, by protecting the innocent against deception, and protecting the weak against oppression; and

WHEREAS, The men and women of the Homer Police Department and State Troopers unceasingly provide a vital public service and lay their lives on the line for the safety of the Homer area citizens; and

WHEREAS, The Congress and President of the United States have designated May 15 of each year as Peace Officers Memorial Day and the week in which May 15 falls is National Police Week.


NOW, THEREFORE, I, JAMES C. HORNADAY, Mayor of the City of Homer, Alaska, on behalf of the Homer City Council and the Citizens and patriotic, civic and education organizations of our community, do hereby proclaim May 15, 2011 as:

PEACE OFFICERS MEMORIAL DAY

and call upon all citizens of Homer to observe the week of May 15 – 21, 2011 as National Police Officer Week in honor of those law enforcement officers, who through their courageous deeds have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS WHEREOF, I have hereunto set my hand and cause to be affixed the official seal of the City of Homer, Alaska, on this 25th day of April, 2011.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK



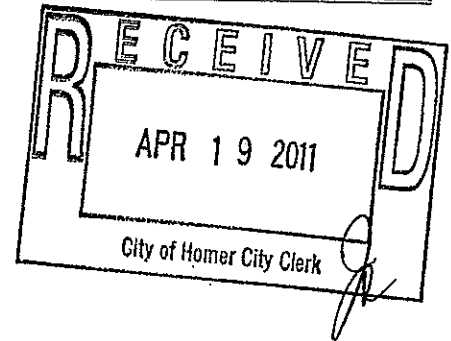
Cook Inletkeeper
3734 Ben Walters Lane
Homer, Alaska 99603



p. 907.235.4068
f. 907.235.4069
www.inletkeeper.org

April 10, 2011

Homer City Council
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603



Dear Mayor and City Council Members:

Thank you to the City of Homer for continuing its support of the nonprofit community through funds directed through the Homer Foundation. This consistent support, particularly in a struggling economy, makes a big difference in the capacity of local nonprofit organizations, whose reliance on volunteers helps to stretch City resources as they continue to offer their valuable services to Homer-area residents and visitors.

Since 1996, citizen volunteers have supported Cook Inletkeeper staff by collecting valuable water quality data in Kachemak Bay. Since 2008 the City of Homer has partnered with Cook Inletkeeper and the Alaska Department of Environmental Conservation to monitor bacteria levels on Homer beaches. Working with Inletkeeper, local volunteers help collect samples using state approved protocols to ensure Homer's beaches are safe for swimming, wading, shellfish collection and other contact recreational opportunities. In 2010 the City of Homer passed a resolution (10-61) to support the Alaska Clean Harbors program and the participation of the Homer Harbor. Inletkeeper is working with the Homer Harbor to meet the requirements of the Clean Harbors program, with the goal of certifying the Homer Harbor as the first "Alaska Clean Harbor" in the state. This exciting new program was developed by Inletkeeper in partnership with the City of Homer, the Alaska Department of Environmental Conservation, and the Alaska Association of Harbormasters and Port Administrators.

Inletkeeper employs eight staff people—seven of whom reside in Homer. Since our inception in 1995, we have created jobs and added over \$6 million to the local economy. As a result of the support from the City of Homer and the Homer Foundation, the Cook Inletkeeper Citizens' Environmental Monitoring Program (CEMP) continues this monitoring work to better understand and protect Kachemak Bay, as well as Homer's streams and drinking water source. In 2010 we began development of a baseline water quality library. This compilation of comprehensive reports will provide the City and others with an unprecedented amount of information on a number of important local streams. Support from the City of Homer demonstrates the Council's commitment to making Homer a superior place to live, work and play. Thank you again for all your dedicated service to our community.

Very Truly Yours,

Susanna Sharp
Development Director

cc: Homer Foundation

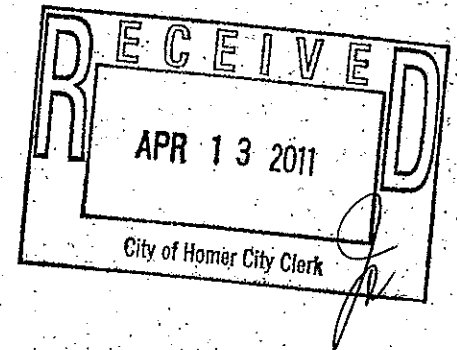


Center for Alaskan Coastal Studies, Inc.

P.O. Box 2225, Homer, Alaska 99603 • 907/235-6667 • Fax 907/235-6668 • Email info@akcoastalstudies.org • www.akcoastalstudies.org

April 8, 2010

Homer City Council
491 East Pioneer
Homer, AK 99603



Dear Council Members,

The Center for Alaskan Coastal Studies (CACS) would like to thank the City of Homer for continuing to support local non-profits in the community through the City of Homer Grants Program administered through the Homer Foundation. We are especially thankful for the operational grant we recently received through this program.

Operational funds are difficult to raise, yet extremely important to the functions of an organization. These local government dollars support our outdoor education programs that reached over 2,000 students in 2010, and will complement the donations of hundreds of hours of volunteer time and contributions of goods and services from businesses in the generous community of Homer.

As one of many non-profits offering important services to Homer residents, CACS will leverage these funds to help attract federal funding for our community-based marine debris clean-up and prevention activities conducted under the Kachemak Bay Coast Walk program. The Kachemak Bay Coast Walk directly impacts local beaches and provides a model for stewardship of beaches in other Alaskan coastal communities.

Operational funds help keep the doors open and facilities staffed in our Homer, Peterson Bay, Wynn Nature Center, and Homer Spit locations. Thanks to your continuing support and the support of others, we reached over 11,300 people in 2010 through our environmental education and stewardship programs in the Homer area.

Sincerely,

Mike Allen
Executive Director



printed on recycled paper



Here's what you are supporting!

The Center for Alaskan Coastal Studies is an education, not-for-profit organization in Homer, Alaska. Established in 1982, CACS delivers educational programs and guided tours to over 12,000 students and other visitors every year! Your fees help subsidize our community and school educational programs we offer free or for discounted prices.

Our Mission

Our mission is to foster responsible interaction with our natural surroundings and to generate knowledge of the unique marine and coastal ecosystems of Kachemak Bay through science-based environmental education and stewardship.

Keep in Touch

Please feel free to contact us about membership or volunteer opportunities.

Center for Alaskan Coastal Studies
P.O. Box 2225
Homer, AK 99603
www.akcoastalstudies.org
info@akcoastalstudies.org
907 235-6667

Center for Alaskan Coastal Studies
2011 Summer Fees

Peterson Bay Field Station

Nature Day Tour Adult: \$120
Nature Day Tour Child under 12: \$80
(children 2 years and younger; no charge)
Nature Tour and ½ Day Kayaking: \$170
Group Rates available for 10 or more!

We also book full and ½ day kayaking!

½ Day Kayaking: \$95
Full Day Kayaking: \$135

*All above prices include round trip water
transportation costs!*

Overnight Yurt Rentals: \$25/person or \$80
to rent a whole yurt (Four 16' yurts sleep up
to 6-8 people each)

Carl E. Wynn Nature Center

Adult Admission: \$7
Senior Admission (60+yrs.): \$6
Youth Admission (under 18yrs.): \$5
Family Admission: \$20
CACS Members: FREE!

Group Rates available.

*Fee includes all day admission and free
Guided Nature Hikes at 10am or 2pm*

CACS Homer Harbor Yurt

Creatures of the Dock Tour: \$5

*There is no tax on above fees due to
our non-profit status.*

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1.00

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PO Box 2225

U.S. DEPARTMENT OF AGRICULTURE





Peterson Bay

field station

Across the Bay

DAILY GUIDED TOURS
MEMORIAL DAY TO
LABOR DAY

BEACH AND COASTAL FOREST
NATURE HIKE

Experience the incredible richness exposed by the Bay's tidal range, hike in a coastal forest, view the seabird rookery of Gull Island, and relax at the Field Station. This is a wonderful opportunity for visitors looking for an all day educational hands-on experience. All tours guided by Center for Alaskan Coastal Studies naturalists. Departs at 8 am and returns 4 pm.



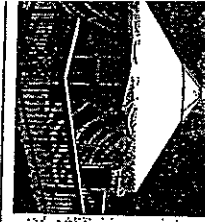
NATURE HIKE AND KAYAK COMBO

Combine a morning hike with afternoon kayak trip. No hiking experience necessary. costs 8 am and returns 6 pm.



OVERNIGHT YURT STAYS

Extend your experience across the bay with an overnight in one of four yurts. Guests have use of Field Station kitchen, dining, and campfire facilities. Depart at 4 pm, return 4 pm next day after tour.



Carl E. Wynn

Nature Center

East Skyline Drive

DAILY GUIDED TOURS AT 10 AM & 2 PM
MID-JUNE TO LABOR DAY

Hours: 10 am - 6 pm Daily • Friday until 8 pm

Visit easy walking trails that meander through lush spruce forest and wildflower meadows. Enjoy hands-on exhibits in the cozy visitor cabin. Experience songbirds, moose, and a wide diversity of wildflowers.

Self-guided Tours • Evening Lectures
Weekly Children's Programs
Weekend Family Programs
Handicapped-accessible Boardwalks
Visually-impaired Trail



CACS Harbor

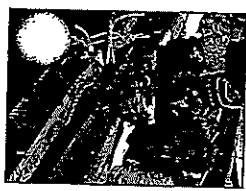
Yurt

Homer Spit

DAILY GUIDED TOURS
AT 1 PM & 4 PM
JUNE TO MID-AUGUST

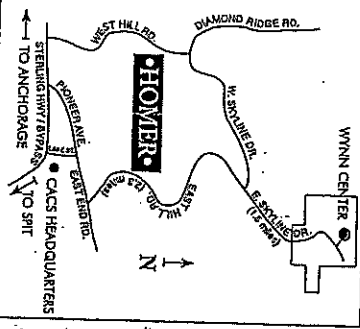
CREATURES OF THE DOCK TOURS

Discover the fascinating life that lives below and attached to the docks in the Homer Harbor. Tours start at yurt. Located behind Mako's Water taxi.



YURT ALSO OFFERS:

- Visitor Information
- Check-in Office for Peterson Bay Tours
- Gift Shop



PUBLIC HEARING(S)

**CITY OF HOMER
PUBLIC HEARING NOTICE
CITY COUNCIL MEETING**

**Kachemak Drive Phase Two Water and Sewer Improvement/Assessment District,
Ordinance 11-13(A) and Resolution 11-040**

A **public hearing** is scheduled for **Monday, April 25, 2011** during a Regular City Council Meeting. The meeting begins at 6:00 p.m. in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Kachemak Drive Phase Two Water and Sewer Improvement/Assessment District.

Ordinance 11-13(A) internet address:
<http://www.cityofhomer-ak.gov/ordinances>

Ordinance 11-13(A), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$15,000 from the Port and Harbor Reserve Account for the Purpose of Implementing the Long Term Parking Permit Plan and for New Signage at the Approach Ramps. City Manager.

Resolution 11-040 internet address:
<http://www.cityofhomer-ak.gov/resolutions>

Resolution 11-040, A Resolution of the City Council of Homer, Alaska, Amending the Port Terminal Tariff No. 600 to Provide for Long Term Parking Permit Fees. City Manager.

▶▶♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦♦◀◀

All interested persons are welcomed to attend and give testimony. Written testimony received by the Clerk's Office prior to the meeting will be provided to Council.

** Copies of proposed Ordinances, in entirety, are available for review at Homer City Clerk's Office. Copies of the proposed Ordinances are available for review at City Hall, the Homer Public Library, the City of Homer Kiosks at City Clerk's Office, Captain's Coffee, Harbormaster's Office, and Redden Marine Supply of Homer and the City's homepage - <http://clerk.ci.homer.ak.us>. Contact the Clerk's Office at City Hall if you have any questions. 235-3130, Email: clerk@ci.homer.ak.us or fax 235-3143.

Jo Johnson, CMC, City Clerk

- Publish: Homer Tribune: April 20, 2011

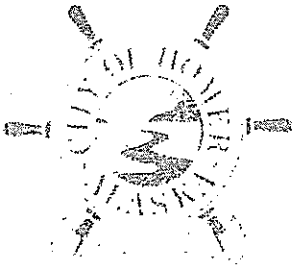


CLERK'S AFFIDAVIT OF POSTING

I, Renee Krause, CMC, Deputy City Clerk I for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for Ordinance 11-13(A), Amending the FY 2011 Operating Budget by Appropriating \$15,000 from the Port and Harbor Reserve Account for the Purpose of Implementing the Long Term Parking Permit Plan and for New Signage at the Approach Ramps and Resolution 11-040, Amending the Port Terminal tariff No. 600 to Provide for Long Term Parking Permit Fees at the City of Homer kiosks located at City Clerk's Office, Captain's Coffee Roasting Co., Harbormaster's Office, and Redden Marine Supply of Homer, on April 15, 2011 and that the City Clerk posted same on City of Homer Homepage on April 15, 2011.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 15th day of April, 2011.

Renee Krause
Renee Krause, CMC, Deputy City Clerk I



CITY OF HOMER

**PUBLIC HEARING NOTICE
KACHEMAK DRIVE PHASE TWO WATER AND SEWER
IMPROVEMENT/ASSESSMENT DISTRICT**

A public hearing is scheduled for Monday, April 25, 2011 during a Regular City Council meeting beginning at 6:00 p.m. The meeting will be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

The Homer City Council has declared via Resolution 11-023(S), adopted March 14, 2011, their intent to create the Kachemak Drive Phase Two Water and Sewer Improvement/Assessment District.

KACHEMAK DRIVE PHASE II WATER AND SEWER

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|--|--|--------------------------|
| JOHN WOLFE & ROSEMARIE FIALA P.O. BOX 935 HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 11 174-201-03 | \$33,539.32 |
| HAROLD L. BRANDT 5200 KACHEMAK DRIVE HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 12 174-201-04 | \$33,539.32 |
| KENNETH & ROSELEEN MOORE ALASKA COMMUNITY PROPERTY TRUST 5140 KACHEMAK DRIVE HOMER, AK 99603 | MOORE-HOLT SUB NO. 3 LOT 1-A 174-201-12 | \$33,539.32 |
| | NORTHERN ENTERPRISES NO. 1 LOT 2-A-1 174-201-19 | \$33,539.32 |
| | NORTHERN ENTERPRISES NO. 1 LOT 3-A-1 174-201-20 | \$33,539.32 |
| | NORTHERN ENTERPRISES NO. 1 LOT 5-A-1 174-203-15 | \$33,539.32 |
| | NORTHERN ENTERPRISES NO. 1 LOT 5-A-2 174-203-16 | \$33,539.32 |
| | NORTHERN ENTERPRISES NO. 1 LOT 4-A-1 174-203-17 | \$33,539.32 |
| KENNETH & ROSELEEN MOORE 5140 KACHEMAK DRIVE HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 7 174-202-02 | \$33,539.32 |
| MARIANNE PILANT PO BOX 17 HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 13 174-201-05 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|--|--|----------------------------|
| ALA KACHEMAK BAY, LLC 3319 N. UNIVERSITY AVE. STE. 350 PROVO, UT 84604 | HK DAVIS SUB AMENDED LOT 15-D 174-201-18 | \$33,539.32 |
| JAMES W. HERBERT TRUSTEES PO BOX 1461 SEWARD, AK 99664 | HK DAVIS SUB AMENDED LOT 8 174-202-01 | \$33,539.32 |
| AURORA LAND CO. 5243 KACHEMAK DRIVE HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 6 174-202-03 | \$33,539.32 |
| KENNETH J. QUINN 5261 KACHEMAK DRIVE HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 5 174-202-04 | \$33,539.32 |
| THOMAS STAFFORD PO BOX 3403 HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 4 174-202-05 HK DAVIS SUB AMENDED LOT 3 174-202-06 | \$33,539.32 \$33,539.32 |
| JEROLD & DEBRA VANTREASE PO BOX 1730 HOMER, AK 99603 | HK DAVIS SUB AMENDED LOT 2 174-202-08 HK DAVIS SUB AMENDED LOT 1K 174-202-13 | \$33,539.32 \$33,539.32 |
| JACK MONTGOMERY PO BOX 1526 HOMER, AK 99603 | PORTION EAST OF KACHEMAK DRIVE W ½ W ½ SE ¼ 174-210-22 | \$33,539.32 |
| MICHAEL J. & SHELLY D. SCOTT 5310 KACHEMAK DRIVE HOMER, AK 99603 | T06S R13W S11 TRACT B LEE COLE SUB 174-210-23 | \$33,539.32 |
| MARY CLAIR FOECKE & DONNA L. BERAN PO BOX 1233 HOMER, AK 99603 | PORTION E ½ SE ¼ BOUNDED ON THE WEST BY KACHEMAK DRIVE & HK DAVIS SUB TR A & LEE COLE SUB TR B & ON THE NORTH BY EAST ROAD & ON THE EAST BY SEAL ROCK ROOST SUB TR 1 & ON THE SOUTH BY ATS 644 174-210-24 | \$33,539.32 |
| VIKKI SIMPSON PO BOX 2323 CORDOVA, AK 99574 | GOVT LOT 5 WEST OF KACHEMAK DRIVE 179-080-05 | \$33,539.32 |
| GREGORY FLEMING PO BOX 616 BACLIFF, TX 77518 | GOVT LOT 5 EAST OF KACHEMAK DRIVE 179-080-06 | \$33,539.32 |
| FRAMAN REVOCABLE TRUST PO BOX 2622 HOMER, AK 99603 | PORTION OF GOVT LOT 14 WEST OF KACHEMAK DRIVE 179-080-07 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|---|--|---|
| SCOTT D. BURBANK & SUSAN ARMOVICH PO BOX 2412 HOMER, AK 99603 | PORTION OF GOVT LOT 14 EAST OF KACHEMAK DRIVE 179-080-08 | \$33,539.32 |
| ERIKSSON FAMILY LIMITED PARTNERSHIP PO BOX 1552 SOLDOTNA, AK 99669 | T06S R13W S14 HM GOVT LOT 15 WEST OF KACHEMAK DRIVE 179-080-13 T06S R13W S14 HM GOVT LOT 15 EAST OF KACHEMAK DRIVE 179-080-14 | \$33,539.32* *Deferred per Reso 06-74 \$33,539.32 |
| DONALD E. MACK PO BOX 2189 HOMER, AK 99603 | T06S R13W S14 HM GOVT LOT 16 WEST OF KACHEMAK DRIVE 179-080-19 | \$33,539.32 |
| REBECCA ANN PROVINCE 4519 S. HALE AVE. TAMPA, FL 33611 | T06S R13W S12 HM GOVT LOT 16 EAST OF KACHEMAK DRIVE 179-080-20 | \$33,539.32 |
| CHARLES M. & DEBRA L. REHDER PO BOX 2065 HOMER, AK 99603 | GOVT LOT 17 WEST OF KACHEMAK DRIVE 179-080-21 GOVT LOT 17 EAST OF KACHEMAK DRIVE 179-080-22 | \$33,539.32 \$33,539.32 |
| RENN TOLMAN LIVING TRUST PO BOX 1343 HOMER, AK 99603 | GOVT LOT 26 WEST OF KACHEMAK DRIVE 179-080-27 GOVT LOT 26 EAST OF KACHEMAK DRIVE 179-080-28 | \$33,539.32* *Deferred per Reso 06-74 \$33,539.32 |
| ERIC LEE PO BOX 2667 HOMER, AK 99603 | GOVT LOT 31 WEST OF KACHEMAK DRIVE 179-080-37 | \$33,539.32 |
| ANNE P. REX 11102 STATE ROUTE 700 GARRETTSVILLE, OH 44231 | GOVT LOT 31 EAST OF KACHEMAK DRIVE 179-080-38 | \$33,539.32 |
| ANNE P. WIELAND PO BOX 1395 HOMER, AK 99603 | GOVT LOT 32 WEST OF KACHEMAK DRIVE 179-080-39 GOVT LOT 32 EAST OF KACHEMAK DRIVE 179-080-40 | \$33,539.32 *Deferred per Reso 06-74 \$33,539.32 |
| HAROLD A. BILLUPS LIVING TRUST 475 SOUNDVIEW AVE. HOMER, AK 99603 | GOVT LOT 33 WEST OF KACHEMAK DRIVE 179-080-41 | \$33,539.32 |
| DALE E. HUYARD PO BOX 31 PHIPPSBURG, CO 80469 | GOVT LOT 33 EAST OF KACHEMAK DRIVE 179-080-42 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|---|---|--------------------------|
| COLIN LOTT 53775 EAST END ROAD HOMER, AK 99603 | GOVT LOT 34 WEST OF KACHEMAK DRIVE 179-080-43 | \$33,539.32 |
| DALE & PATRICIA KAERCHER 3061 AMBER BAY LOOP ANCHORAGE, AK 99515 | GOVT LOT 34 EAST OF KACHEMAK DRIVE 179-080-44 | \$33,539.32 |
| JOHN C. NICKELSON PO BOX 1674 HOMER, AK 99603 | SEEKINS REPLAT LOT 35-A 179-080-52 | \$33,539.32 |
| BEVERLY A. KAISER 35305 POPPY RIDGE RD #1 SOLDOTNA, AK 99669 | SEEKINS REPLAT LOT35-B 179-080-53 | \$33,539.32 |
| ALLISON K. FUELNER-WILLIAMS PO BOX 8027 NIKISKI, AK 99635 | GOVT LOT 30 WEST OF KACHEMAK DRIVE 179-080-48 | \$33,539.32 |
| DOROTHY C. HILL PO BOX 2872 HOMER, AK 99603 | N ½ GOVT LOT 30 EAST OF KACHEMAK DRIVE 179-080-49 | \$33,539.32 |
| CITY OF HOMER 491 E. PIONEER AVE HOMER, AK 99603 | S ½ GOVT LOT 30 WEST OF KACHEMAK DRIVE 179-080-50 | \$33,539.32 |
| | GOVT LOT 36 179-100-01 | \$33,539.32 |
| | HARRY FEYER SUBDIVISION LOT 1 179-110-05 | \$33,539.32 |
| ANNETTE KOTH 4758 KACHEMAK DRIVE HOMER, AK 99603 | S ½ GOVT LOT 30 EAST OF KACHEMAK DRIVE 179-080-51 | \$33,539.32 |
| JAN B. UMINSKI-SPURKLAND PO BOX 732 HOMER, AK 99603 | GOVT LOT 27A 179-090-01 | \$33,539.32 |
| | GOVT LOT 27D 179-090-02 | \$33,539.32 |
| LARS ERIK SPURKLAND 203 W. 15 TH AVE. STE. 203 ANCHORAGE, AK 99501 | GOVT LOT 28A 179-090-03 | \$33,539.32 |
| | GOVT LOT 28D 179-090-04 | \$33,539.32 |
| MARY J. NAUMAN PO BOX 1429 HOMER, AK 99603 | GOVT LOT 27B 179-090-05 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|---|--|---|
| KENNETH A. & LINDA L. ROWELL PO BOX 5095 NIKOLAEVSK, AK 99556 | GOVT LOT 28C 179-090-08 T06S R13W S14 THAT PORTION OF LOT 29 LYING EAST OF KACHEMAK DRIVE 179-090-09 | \$33,539.32 \$33,539.32 |
| WILLIAM B. SULLIVAN PO BOX 943 KENAI, AK 99611 | LOT 29 WEST OF KACHEMAK DRIVE 179-090-10 | \$33,539.32 |
| DEBORAH VANDRUFF 1820 LOGAN ST. ANCHORAGE, AK 99508 | UMINSKI 1997 ADDN REPLAT OF LOT 27-B & LOT 28-C & VAC 66' EASEMENT LOT 27C1 179-090-11 | \$33,539.32 |
| KEITH & CELESTE HAJEHAUSEN 2348 LEANDER CIR ANCHORAGE, AK 99515 | UMINSKI 1997 ADDN REPLAT OF LOT 27-B & LOT 28-B1 & VAC 66' EASEMENT LOT 28B1 | \$33,539.32 |
| CHARLES F. & ELAINE A. BURGESS PO BOX 15251 FRITZ CREEK, AK 99603 | GOVT LOT 37 EAST OF KACHEMAK DRIVE 179-100-03 | \$33,539.32 |
| WILLIAM H. JOHNSTON PO BOX 3222 HOMER, AK 99603 | GOVT LOT 38 WEST OF KACHEMAK DRIVE 179-100-04 GOVT LOT 38 EAST OF KACHEMAK DRIVE 179-100-05 | \$33,539.32* *Deferred per Reso 06-74 \$33,539.32 |
| DENNIS K. & KATHLEEN A. CHEW TRUSTEES OF CHEW LIVING TRUST 3085 E. OLIVE AVE. MERCED, CA 95340 | GOVT LOT 39 WEST OF KACHEMAK DRIVE 179-100-06 | \$33,539.32 |
| IDAHA & ASSOCIATES PO BOX 91516 ANCHORAGE, AK 99509 | GOVT LOT 48 179-100-14 | \$33,539.32 |
| ROBERT ZOLLO PO BOX 1251 CAPTAIN COOK, HI 96704 | GOVT LOT 49 WEST OF KACHEMAK DRIVE 179-100-15 | \$33,539.32 |
| KACHEMAK MOOSE HABITAT, INC. 813 NORTHERN LIGHTS ANCHORAGE, AK 99503 | GOVT LOT 51 WEST OF KACHEMAK DRIVE 179-100-17 | \$33,539.32 |
| PATRICK J. & ASTRIDE RIDER 2045 CLIFFSIDE DR. ANCHORAGE, AK 99501 | GOVT LOT 51 EAST OF KACHEMAK DRIVE 179-100-18 | \$33,539.32 |
| DEL KIRK & DEBRA RUTZBECK PO BOX 90 IDAHO SPRINGS, CO 80452 | CHARLES R. HART & JAMES O. CAMPBELL PROPERTY TRACT 52A 179-100-20 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|---|--|----------------------------|
| MAJIK ENTERPRISES LIMITED PARTNERSHIP 10195 E. PARADISE DRIVE SCOTTSDALE, AZ 85260 | GOVT LOT 50 179-100-19 CHARLES R. HART & JAMES O. CAMPBELL PROPERTY TRACT 52B 179-100-21 | \$33,539.32 \$33,539.32 |
| MARTIN & BARBARA LEICHTUNG 4260 KACHEMAK DRIVE HOMER, AK 99603 | MORRIS SUB. LOT 49-A 179-100-31 | \$33,539.32 |
| D. CRAIG & NANCY S. WHITMORE PO BOX 1984 HOMER, AK 99603 | MORRIS SUB LOT 49-B 179-100-32 | \$33,539.32 |
| PAUL SAYER PO BOX 10 HOMER, AK 99603 | GOVT LOT 40 EAST OF KACHEMAK DRIVE 179-100-35 | \$33,539.32 |
| ANTHONY & CATHY LEDBETTER PO BOX 871396 WASILLA, AK 99687 | THAT PORTION OF GOVT LOT 42 DEDICATED AS LOT 42-B ON THE RECORD OF SURVEY ENTITLED TYRER-HALGENS SURVEY 179-100-36 THAT PORTION OF GOVT LOT 42 DEDICATED AS LOT 42-A ON THE RECORD OF SURVEY ENTITLED TYRER-HALGENS SURVEY 179-100-37 | \$33,539.32 \$33,539.32 |
| JOHN L. WARREN PO BOX 2581 HOMER, AK 99603 | JOHN L. WARREN REPLAT LOT 37A 179-100-38 | \$33,539.32 |
| MARK & MARY EDMINSTER PO BOX 1874 HOMER, AK 99603 | HARRY FEYER SUB LOT 2 179-110-03 | \$33,539.32 |
| THOMAS ANGLIN PO BOX 1406 HOMER, AK 99603 | HARRY FEYER SUB LOT 3 179-110-04 | \$33,539.32 |
| MARK DAVID WILLISTON & JAN LYNDES 85 CONVERSE RD. TEMPLE, NH 03084 | GOVT LOT 46B 179-110-06 | \$33,539.32 |
| KERRY L. BROMLEY 1370 LAKE LUCILLE DRIVE WASILLA, AK 99654 | GOVT LOT 46A 179-110-07 | \$33,539.32 |
| VICTOR CARLSON 1408 W. 10 TH AVE. ANCHORAGE, AK 99501 | GOVT LOT 46C 179-110-08 | \$33,539.32 |

| <u>NAME:</u> | <u>LEGAL & PARCEL NO.</u> | <u>ASSESSED AMT.</u> |
|---|--|----------------------------|
| RONALD A. & LORI L. WARD PO BOX 1325 HOMER, AK 99603 | RANKIN SUB. LOT 1 179-150-69 | \$33,539.32 |
| ROBERT R. & MARYANN S. LEEDY 27417 VANTAGE AVE. EAGLE RIVER, AK 99577 | MAC INNES SUB LOT 41C 179-330-01 | \$33,539.32 |
| JANICE B. NEEDHAM PO BOX 532 HOMER, AK 99603 | ROCKY POINT SUB LOT 44C 179-330-04 | \$33,539.32 |
| GARY LAVINE & LINDA OLSON-LAVINE 8233 HIGHWAY 14 LYLE, WA 98635 | ROCKY POINT SUB LOT 44B 179-330-05 | \$33,539.32 |
| COLGROVE FAMILY TRUST PO BOX 2183 HOMER, AK 99603 | ROCKY POINT SUB LOT 44A 179-330-06 | \$33,539.32 |
| FRANCINE SAYER PO BOX 10 HOMER, AK 99603 | MAC INNES SUB LOT 41B 179-330-08 MAC INNES SUB LOT 41A 179-330-09 | \$33,539.32 \$33,539.32 |

OBJECTIONS

The sixty day objection period is from April 25, 2011 to June 24, 2011. Objections to the formation of this district must be in written form and filed at the Office of the City Clerk before June 24, 2011. Non responses during the sixty day objection period shall be deemed to be non-objections.

Dated this 25th day of March, 2011

Jo Johnson, CMC, City Clerk
CITY OF HOMER

Acct. No. 215-831-5227

Publish: Homer News: March 31, April 7, 14, and 21, 2011.

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-13

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$7,000 from the Port and Harbor Reserve Account in the Amount of \$7,000 for the Purpose of Implementing the Long Term Parking Permit Plan.

Sponsor: City Manager

1. City Council Regular Meeting April 11, 2011 Introduction
 - a. Resolution 11-034(S)
2. City Council Regular Meeting April 25, 2011 Public Hearing and Second Reading
 - a. Ordinance 11-13(A) (amended April 11, 2011)
 - b. Resolution 11-034(S)

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-13(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY 2011 OPERATING BUDGET BY APPROPRIATING \$15,000 FROM THE PORT AND HARBOR RESERVE ACCOUNT FOR THE PURPOSE OF IMPLEMENTING THE LONG TERM PARKING PERMIT PLAN AND FOR NEW SIGNAGE AT THE APPROACH RAMPS.

WHEREAS, The Council authorized a long term parking permit plan with the adoption of Resolution 11-034(S) that established permit fees.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2011 Operating Budget by appropriating \$15,000 from the Port and Harbor Reserve Account for the purpose of implementing the long term parking permit plan and for new signage at the approach ramps.

Expenditure:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|--------------------------|---------------|
| 456-380 | Port and Harbor Reserves | \$15,000 |

Section 2. This is a budget amendment ordinance, in temporary in nature, and shall not be codified.

ENACTED BY THE HOMER CITY COUNCIL this ____ day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

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YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt Wrede, City Manager

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Port and
Harbor Advisory Commission/
Port and Harbor Director

RESOLUTION 11-034(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, APPROVING A LONG TERM PARKING PLAN
FOR THE PORT AND HARBOR AREA ON THE HOMER
SPIT.

WHEREAS, Long term parking in the port and harbor area has been an issue of concern for many years and has generated a great deal of discussion; and

WHEREAS, The Draft Homer Spit Comprehensive Plan recommends that a permitting system be established to provide for long term parking there; and

WHEREAS, A long term parking plan and permitting system would better meet the needs of port and harbor customers and user groups, provide for a more orderly and efficient use of space, and generate revenues for future parking improvements; and

WHEREAS, The Port and Harbor Advisory Commission has approved a long term parking plan and has submitted a set of recommendations to the Council for consideration.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the long term parking plan for the port and harbor area as submitted by the Port and Harbor Advisory Commission, described in Memorandum 11-046 dated February 15, 2011 to the Commission and Memorandum 11-047 dated March 16, 2011 to the Council, both of which are attached and incorporated herein.

BE IT FURTHER RESOLVED that the Council specifically approves the following key components of the "Plan"

- Long term parking annual permit fee: \$200.00
- Long Term Parking annual permit fee for vessel owners paying annual moorage: \$100.00
- Long term parking enforcement year around
- Annual permits for day use parking (Ramps 1-4) available for legal vehicles 20' or less still subject to 7 day rule: \$250.00
- Parking lot restrictions for long term parking, May 1 through October 1, as depicted on attached map

- Existing code definitions for vehicles, junk vehicles, and fines for violations apply
- Fines, \$25.00 per day

PASSED AND ADOPTED by the Homer City Council this 29th day of March, 2011.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR



JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Signage, supplies, estimated cost less than \$5,000.

CITY OF HOMER
HOMER, ALASKA

City Manager/
Port and Harbor Director

RESOLUTION 11-040

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE PORT OF HOMER TERMINAL TARIFF NO. 600
TO PROVIDE FOR PARKING FEES.

WHEREAS, Seasonal day use parking fees were adopted via Resolution 06-52; and

WHEREAS, A Long Term Parking Plan has been approved via Resolution 11-034(S) and is in the process of being implemented; and

WHEREAS, To date, parking fees have not been included in the Port of Homer Terminal Tariff No. 600; and

WHEREAS, The Federal Maritime Commission staff confirmed that Tariffs can be amended to include information a municipality deems relevant to its Harbor's fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of Homer Terminal Tariff No. 600 as follows:

RULE: 34.31 – PARKING FEES

Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day).

(a) DAY USE PARKING

- (1) Two (2) to four (4) spaces at each Ramp are reserved as a "No Fee Loading Zone".
- (2) Parking fee is \$5 per calendar day, with a time limit of one (1) day maximum stay.

(b) LONG TERM PARKING

Vehicles over 20' and trailers are not eligible for long term parking.

- (1) Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- (2) Long term parking annual permit fee available for legal vehicles 20' or less/trailers still subject to the seven (7) day rule: \$200.00.
- (3) Long term parking annual permit fee available for legal vehicles 20' or less parked in excess of seven (7) 24-hour days: \$200.00.
- (4) Long Term Parking annual permit fee for vessel owners paying annual moorage: \$100.00.
- (5) Long term parking enforcement year around. Parking lot restrictions for long term parking, May 1 through October 1.

(6) Existing code definitions for vehicles, junk vehicles, and fines for violations
apply. Fines, \$25.00 per day.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of ____, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts not defined in CY2011 budget.

ORDINANCE(S)

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-14

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Rasmuson Foundation Grant of \$15,000 for Collection Development for the Homer Public Library and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting April 25, 2011 Introduction
 - a. Notice of Grant Award and Grant Agreement

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-14

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, ACCEPTING AND APPROPRIATING A
RASMUSON FOUNDATION GRANT OF \$15,000.00 FOR
COLLECTION DEVELOPMENT FOR THE HOMER
PUBLIC LIBRARY AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE APPROPRIATE
DOCUMENTS.

WHEREAS, The Homer Public Library has received a grant from the Rasmuson
Foundation; and

WHEREAS, This grant is to provide funding that will be used to develop, expand and
update books, audio-visual materials, and electronic reference resources of the Homer Public
Library for the benefit of all patrons.

NOW, THEREFORE, BE IT ORDAINED by the City of Homer:

Section 1. That the City of Homer accepts \$15,000.00 from the Rasmuson Foundation for
the purpose of developing the collection for the Homer Public Library as follows:

Revenue:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|---------------------|---------------|
| 157-730 | Rasmuson Foundation | \$15,000.00 |

Expenditure:

| | | |
|---------|------------------------|-------------|
| 157-730 | Collection Development | \$15,000.00 |
|---------|------------------------|-------------|

Section 2. That the City Council hereby authorizes the City Manager to execute the
appropriate documents.

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

PASSED AND ENACTED by the Homer City Council this _____ day of
_____, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

47 ATTEST:

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50 JO JOHNSON, CMC, CITY CLERK

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53 AYES:

54 NOES:

55 ABSTAIN:

56 ABSENT:

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59 Introduction:

60 Public Hearing:

61 Second Reading:

62 Effective Date:

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65 Reviewed and approved as to form:

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68 Walt Wrede, City Manager

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70 Date: _____

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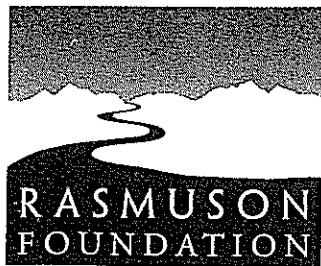
73 Fiscal Note: Fiscal information included in body of Ordinance.

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Thomas Klinkner, City Attorney

Date: _____



April 1, 2011

301 W. Northern Lights Blvd.
Suite 400
Anchorage, AK 99503

907.297.2700 *tel*
907.297.2770 *fax*
877.366.2700 *toll-free in Alaska*
rasmusonfdn@rasmuson.org *email*
www.rasmuson.org

Mr. Walt Wrede
City Manager
City of Homer – Homer Public Library
491 East Pioneer Avenue
Homer, AK 99603

Dear Mr. ^{Walt}Wrede:

I am pleased to inform you that City of Homer - Homer Public Library has been awarded a \$15,000 grant for collection development at Homer Public Library.

Enclosed is a check payable to City of Homer - Homer Public Library in the amount of \$15,000. This disbursement is final payment for this grant. By depositing this check, you are agreeing to the terms and conditions of the enclosed grant agreement.

Please have one official from your organization acknowledge receipt of this grant and agreement with its terms by signing the attached grant agreement and returning it by April 30, 2011. Please reference grant number 6014 on all correspondence regarding this grant.

A final report on your grant is due within 30 days from your grant end date of March 31, 2012. Attached is the form to use for this report, or you can download it from our website at www.rasmuson.org.

Our Directors are interested in keeping in touch with your activities during the course of the year. If you have a special event, receive recognition for your services, or have a significant accomplishment, we would like to hear about it. You may wish to include us on your regular mailing list. Also, if any key people involved in the project change, please notify us in writing.

BOARD of
DIRECTORS

Edward B. Rasmuson
Chairman

Morgan Christen

Jeff Cook

Douglas Eby

Adam Gibbons

Lile R. Gibbons

Anthony Mallott

Roberta Quintavell

Cathryn Rasmuson

Judy Rasmuson

Mary Louise Rasmuson

Natasha von Imhof

PRESIDENT
Diane Kaplan

If you have any questions, please contact your program staff, Jeff Baird, by email at jbaird@rasmuson.org, or by phone at (907) 297-2831, or toll-free in Alaska (877) 366-2700.

Congratulations on your award.

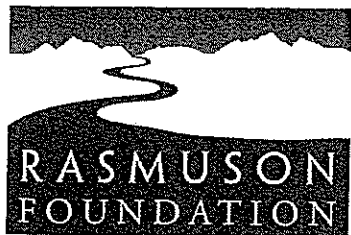
Best regards,

A handwritten signature in black ink, appearing to be 'Diane Kaplan', written over a circular stamp or seal.

Diane Kaplan
President

cc: Ms. Helen Hill, Library Director, Homer Public Library

Encl:
Grant agreement
Check
Small Grant Report form



GRANT AGREEMENT

Grantee: City of Homer - Homer Public Library
Total Award Amount: \$15,000
Project Title: Collection development at Homer Public Library.
Date Awarded: April 1, 2011
Grant Number: 6014
Grant Type: Tier 1
Award Detail and Conditions: \$15,000 outright grant for collection development at Homer Public Library.
Program Staff: Jeff Baird

By signing this document, the grantee agrees to accept any and all conditions of this grant award and to comply with the requirements of Rasmuson Foundation. Please provide a signature from an official who is authorized to sign contracts on behalf of the organization (for example, the Executive Director or Chair of the Board of Directors; the Mayor or City Manager; IRA Council President or Tribal Administrator; or Chancellor, Dean or Director.

By:

Typed or printed Legal Name of Organization

Signature

Date

Typed or printed Name and Title

(Please sign this Agreement, initial each page where indicated, and return it to the Foundation by the date indicated in the award letter. Retain a copy for your records.)

City of Homer - Homer Public Library
RF grant number 6014

_____ Initial

Page 1 of 4

Rev. 7/10

-117-

Rasmuson Foundation Grant Award and Conditions

Grant Number

The Grant Number for this award is 6014. Please refer to this number in all correspondence related to this award.

Grant Payments

By signing this agreement you acknowledge receipt of payment in full for this grant.

Expenditure of Funds

This grant is made based upon a specific proposal that contains a project description. It is expected that the entire amount of this grant will be applied to the described project and not used for any other purposes. If, at the end of the grant period, unspent funds remain, the balance of the grant funds must be returned to the Foundation.

Grant Duration

As agreed during the grant proposal review process, the project has the following begin and end dates:

Project begin date: April 1, 2011

Project end date: March 31, 2012

Reporting Requirements

A final report is due within 30 days after the grant end date. In reporting, the grantee should describe the status of the project, and explain the project impact on the grantee organization. If submitting project images with your final report, you are affirmatively representing that these images are your organization's legal property to distribute and you are granting the Rasmuson Foundation permission to use these images for publicity use only. Images include digital documentation such as photos, videos, audio files, etc. (REQUIRE INITIAL) _____

Extension

Extensions are not encouraged for small grants. Should you be unable to complete your project by the grant end date, you should contact your Program Officer prior to the grant end date.

Budget Reallocation or Project Revision

Requests to substantially revise the scope of an award for activities not originally proposed, or inconsistent with the award's intent, are not permitted.

Unspent Funds

It is the policy of the Foundation that unspent funds are returned with the final report.

Certification of IRS Status

By signing this document, the grantee certifies that it is a tax-exempt agency under Section 501 (c) (3) of the Internal Revenue Code and is classified as not a private foundation under Section 509 (a) (1) or 509 (a) (2) of the Code or, a unit of government, or an officially recognized tribal organization.

City of Homer - Homer Public Library
RF grant number 6014

_____Initial

If the organization is required to file form 990 or any version thereof, the grantee certifies that these have been filed for the last three tax years (the most recent tax year may be on an unexpired extension).

Any change in IRS tax-exempt status must be promptly reported to the Foundation.

Change in Key Personnel or Contact Information

Please notify your Program Officer if the official who signs this document leaves office or changes, or with any other contact information change. This allows the Foundation to keep you apprised of new opportunities and changes.

Termination of Award

Failure to fulfill the terms of this agreement may result in termination of the grant. If the grant is terminated, the Foundation may ask for return of grant funds. Also, the organization may be ineligible to apply for future funding from the Rasmuson Foundation.

Forms

The Final report mentioned in this document is available on the Foundation's web site at www.rasmuson.org under "resources/forms/reporting and payment request forms."

If you have questions, please call or email:

Program Staff: Jeff Baird

Phone: (907) 297-2831, or toll free in Alaska (877) 366-2700

Email: jbaird@rasmuson.org



SMALL GRANT REPORT (\$25,000 or less)

| |
|--|
| Organization Name: City of Homer - Homer Public Library |
| Project Title: Collection development at Homer Public Library. |
| Grant Number: 6014 |

| |
|--|
| Narrative: <i>Please attach a few paragraphs to tell us how your project went. What worked, what were the challenges and how did the grant impact your organization?</i> |
|--|

By signing this document, the grantee certifies that it has met the conditions of this grant, as stated in the grant agreement. Please provide a signature from one official who is authorized to sign on behalf of the organization.

By: _____
Typed or printed Name and Title

Signature *Date*
Phone _____ Email address _____

Please complete and sign this Report by the date indicated in the grant agreement. Retain a copy for your records.

| | |
|------------------------------|----------------------|
| <i>For Rasmuson Use Only</i> | |
| <u>Jeff Baird</u> | |
| Rasmuson Program Staff Name | |
| _____ <i>Signature</i> | _____ <i>Date</i> |
| | |

5300

| DATE | INVOICE NO. | COMMENT | AMOUNT | DISCOUNT | NET AMOUNT |
|---|-------------|----------------|-----------|--------------|------------|
| 04/01/11 | 6014 | 04 2010 Tier 1 | 15,000.00 | .00 | 15,000.00 |
| CHECK: 005300 04/01/11 City of Homer -Homer Public | | | | TOTAL | 15,000.00 |

RASMUSON FOUNDATION

GRANT PAYMENT
301 WEST NORTHERN LIGHTS BLVD., SUITE 400
ANCHORAGE, AK 99503

Wells Fargo Bank, N.A.
Anchorage, Alaska

89-5-1252

005300

5300

*FIFTEEN THOUSAND DOLLARS AND NO CENTS

DATE

CHECK AMOUNT

04/01/11

****15,000.00*

City of Homer -Homer Public
Library
491 E Pioneer Ave
Homer AK 99603

00-0001010



AUTHORIZED SIGNATURE

⑈005300⑈ ⑆125200057⑆2052306640⑈

RASMUSON FOUNDATION

5300

| DATE | INVOICE NO. | COMMENT | AMOUNT | DISCOUNT | NET AMOUNT |
|---|-------------|----------------|-----------|--------------|------------|
| 4/01/11 | 6014 | 04 2010 Tier 1 | 15,000.00 | .00 | 15,000.00 |
| CHECK: 005300 04/01/11 City of Homer -Homer Public | | | | TOTAL | 15,000.00 |

Security features. Details on back.



Congratulations On Receiving This Award!

You now have a great opportunity to increase public awareness about your work and how it improves the quality of life for the Alaskans you serve.

How? By using the receipt of this award as an opportunity to work with your local media to tell your story. Consider writing and distributing a press release that describes how this project strengthens your organization and improves your ability to work with and serve your key constituencies in your local areas. This is also a good chance to publicly thank everyone who supported this project.

Why Is Telling Your Story Important? It's a crowded media world out there. Proactively tell your story and advocate for the issues about which your organization cares deeply. Sharing the story behind the good work you do on behalf of Alaskans will inspire many who could either help you or benefit from your services.

Access the "Tell Your Story Communications Toolkit" on the Foundation's web site (www.rasmuson.org) under "Resources" for overviews, examples and templates for topics like:

TELL *your story*

- Communication planning
- Working with the media
- Framing your message
- Developing press releases
- Photo opportunities and media events
- Online communications

Should you develop a press release and receive coverage of your good work, the Foundation would appreciate a copy for its records.

CONTINUE YOUR MOMENTUM - *share your story*



(907)297-2700 OR (877)366-2700 (TOLL-FREE WITHIN ALASKA)

www.rasmuson.org

Your check is enclosed!

Congratulations you are one of the first grantees to experience a streamlined Rasmuson Foundation grant award. In the past several months Rasmuson Foundation has been working hard to simplify the small grant application and reporting processes. The elimination of payment requests for most small grants is just one piece of the overall planned changes. We'll keep you posted on other upcoming modifications. If you have questions, please contact your Program Officer.

Rasmuson Foundation



*Please address any
thank you letters to:*

Mr. Edward B. Rasmuson, Chairman
Rasmuson Foundation
301 West Northern Lights Blvd., Suite 400
Anchorage, AK 99503

All other correspondence should be addressed
to Diane Kaplan, President of the Foundation.

Please note: The Foundation knows that you have many important
uses for your operational funds. As such, while we appreciate receiving
unframed or electronic photographs of Foundation-funded projects that
may be included on our website, plaques or other gifts are discouraged.

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-15

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 10.04.100, Vehicles and Other Wheeled Conveyances; and Homer City Code 10.04.110, Violation--Penalty; Regarding the Regulation of Parking in the Harbor Area.

Sponsor: City Manager/Port and Harbor Director

1. City Council Regular Meeting April 25, 2011 Introduction

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CITY OF HOMER
HOMER, ALASKA

City Manager/
Port and Harbor Director

ORDINANCE 11-15

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING HOMER CITY CODE 10.04.100, VEHICLES AND OTHER
WHEELED CONVEYANCES; AND HOMER CITY CODE 10.04.110,
VIOLATION--PENALTY; REGARDING THE REGULATION OF PARKING
IN THE HARBOR AREA.

THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code 10.04.100, Vehicles and other wheeled conveyances, is amended to read as follows:

10.04.100 Vehicles and other wheeled conveyances. a. The harbormaster may designate restricted parking areas in the harbor area. In a restricted parking area, the harbormaster may:

(1) Establish time limits for parking;

(2) Designate areas for paid parking, and establish fees for paid parking there; and

(3) Designate areas for permit parking, and establish the fees and qualifications for obtaining a permit.

~~"Restricted parking" areas will be established at such time and places as may be determined by the harbormaster. "Restricted parking" areas pertain to the parking of any vehicle or trailer, private or commercial. Violations of "restricted parking" areas will be fined according to the City traffic code.~~

b. The harbormaster shall notify the public of time limits in restricted parking areas, fees required to park in restricted parking areas, and permit requirements for parking in restricted parking areas by the placement of official traffic control devices. No person may stop, stand or park a vehicle in violation of such an official traffic control device. Every day in which such a violation continues shall constitute a separate offense.

~~cb.~~ No person other than an employee of the City or other person acting on City business shall drive a vehicle upon the inside gravel slope of the Small Boat Harbor except in case of emergency. Parking or leaving boats, trailers and/or other vehicles and equipment related thereto by the public shall be limited to specific areas designated for such use.

de. Hauling out boats on skids is prohibited unless approved in advance by the harbormaster.

Section 2. Homer City Code 10.04.110, Violation--Penalty, is amended to read as follows:

10.04.110 Violation--Penalty. a. Except as provided in (b) of this section, any
[Bold and underlined added, Deleted language stricken through.]

violation of the provisions contained in this title or regulations adopted pursuant to this title shall be unlawful and punishable as provided in Section 1.16.010 of this Code.

b. A violation of HCC 10.04.100(b) is amenable to disposition without court appearance upon payment of a fine in the amount of \$25.00. The person cited for the violation may mail or personally deliver to the clerk of court the amount of the fine plus any surcharge required to be imposed by AS 29.25.074, together with a copy of the citation signed by the person indicating the person's waiver of court appearance, entry of plea of no contest, and forfeiture of the fine. The payment of a fine under this subsection shall be treated as a judgment of conviction. The fine paid is complete satisfaction for the offense. If a person cited for a violation of HCC 10.04.100(b) appears in court to contest the citation and is found guilty, the maximum sentence which may be imposed is the scheduled fine amount plus any surcharge required to be imposed by AS 29.25.074.

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____ 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

[Bold and underlined added. Deleted language stricken through.]

87 Reviewed and approved as to form:

88

89

90

91 Walt E. Wrede, City Manager

92

93 Date: _____

Thomas F. Klinkner, City Attorney

Date: _____

[Bold and underlined added. Deleted language stricken through.]

ORDINANCE REFERENCE SHEET
2011 ORDINANCE
ORDINANCE 11-16

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2011 Operating Budget by Appropriating \$20,000 from the Fund Balance of the General Fund to Purchase a Used Allman Light Tower and a Used Dynapac Diesel Plate.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting April 25, 2011 Introduction
 - a. Photos of equipment

City Manager/
Public Works Director

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE FY 2011 OPERATING BUDGET
BY APPROPRIATING \$20,000 FROM THE FUND BALANCE
OF THE GENERAL FUND TO PURCHASE A USED ALLMAN
LIGHT TOWER AND A USED DYNAPAC DIESEL PLATE.

WHEREAS, The Department of Public Works has reviewed and inspected the list of available equipment and has identified two items, the Allman Light Tower (\$10,000) and the Dynapac Diesel Plate (\$9,000), that would be particularly useful; and

WHEREAS, The Public Works Department frequently rents pieces of equipment similar to these for construction, maintenance, and repair on roads, water and sewer lines, and other applications, and acquiring this equipment would save money and increase efficiency in the long term.

Section 1: The Homer City Council hereby amends the FY 2011 Operating Budget by appropriating \$20,000 from the fund balance of the general fund for the purpose of acquiring a used Allman Light Tower (\$10,000) and a used Dynapac Diesel Plate (\$9,000) as follows:

| <u>Account No.</u> | <u>Description</u> | <u>Amount</u> |
|--------------------|---|---------------|
| 100-100-5901 | Allman Light Tower/ Dynapac Diesel Plate | \$20,000 |

-133-

ENACTED BY THE HOMER CITY COUNCIL this _____ day of _____, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt Wrede, City Manager

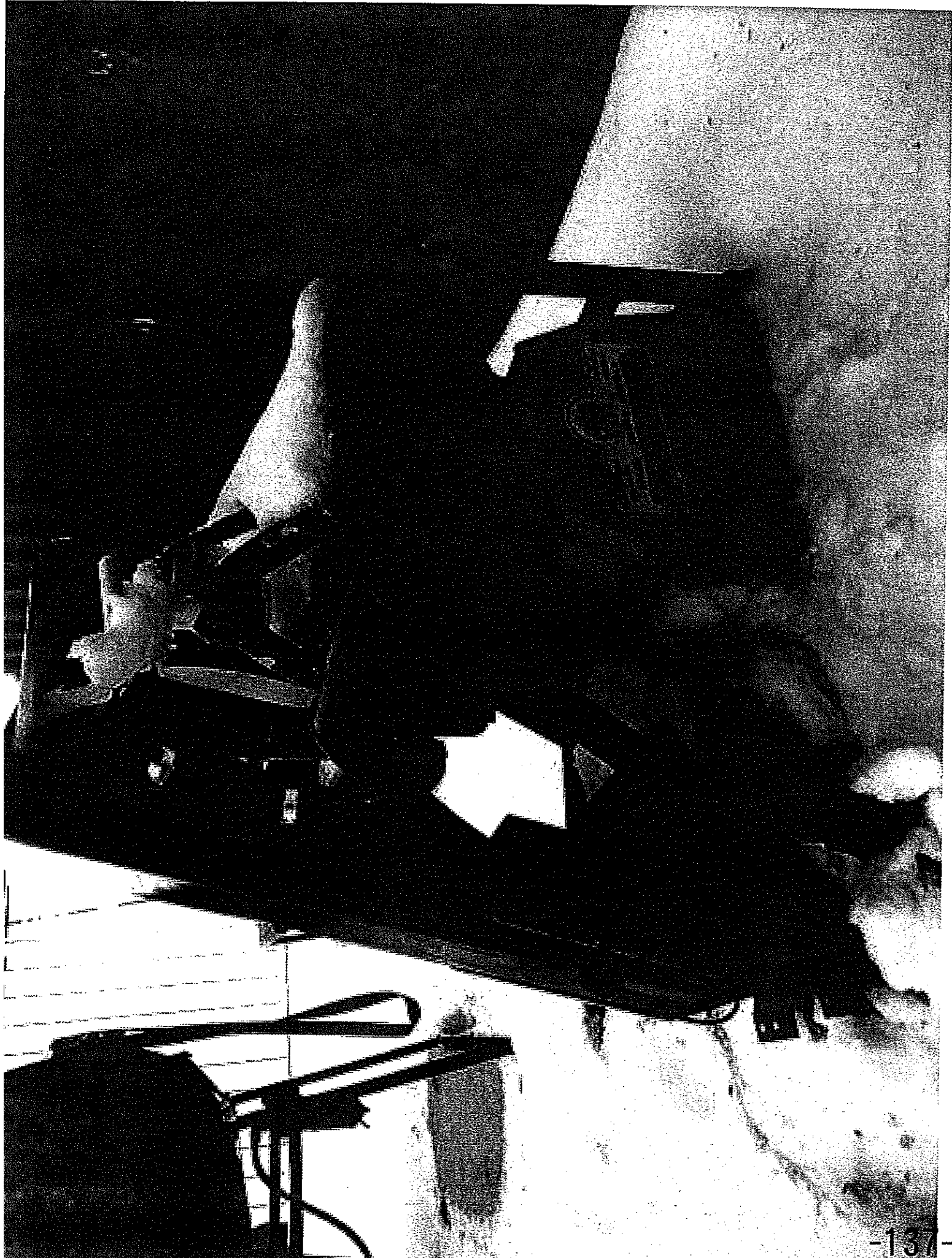
Thomas F. Klinkner, City Attorney

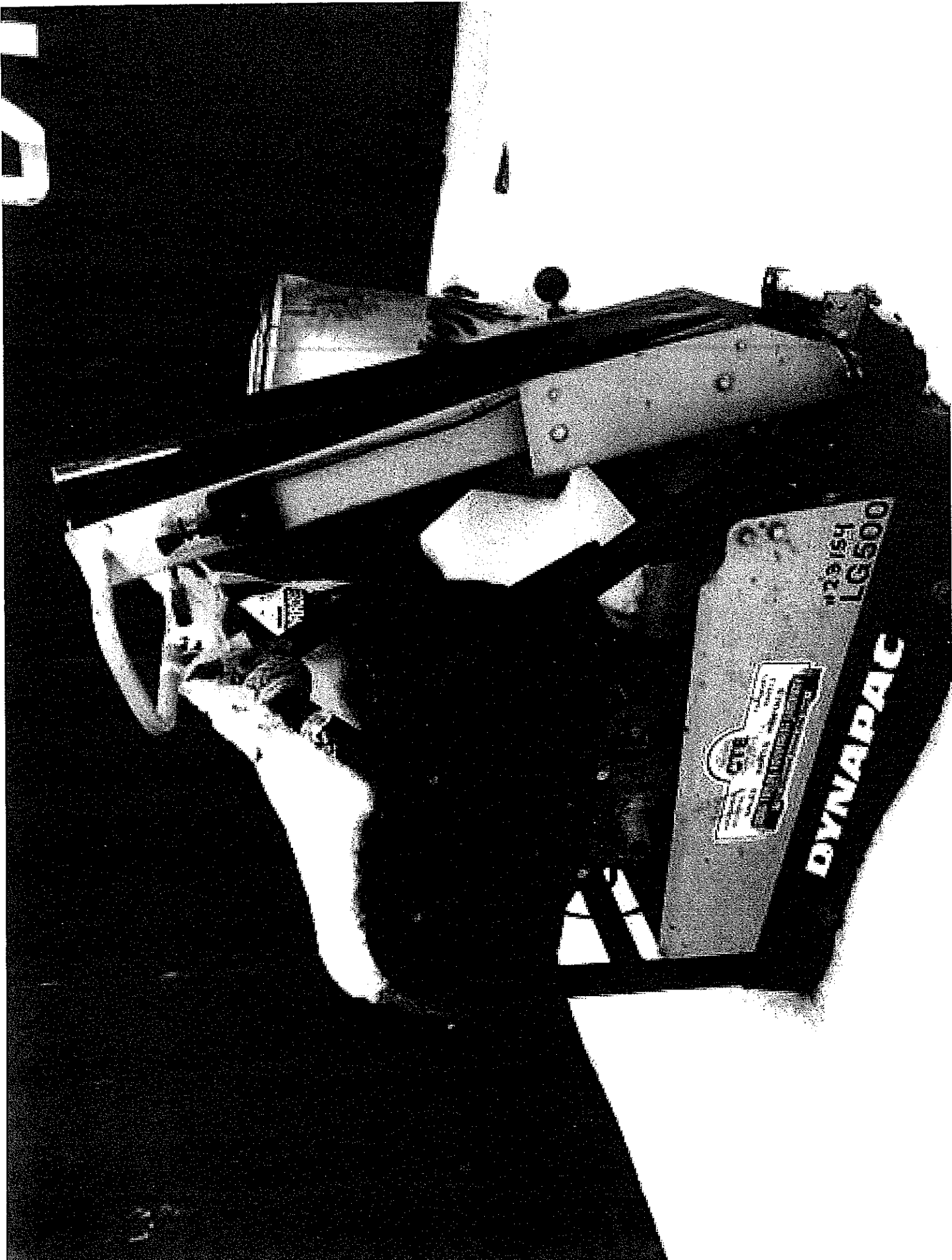
Date: _____

Date: _____









CITY MANAGER'S REPORT

MANAGERS REPORT

April 11, 2011

TO: MAYOR HORNADAY / HOMER CITY COUNCIL

FROM: WALT WREDE

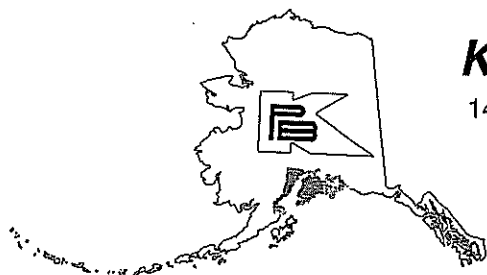
W. Wrede

UPDATES / FOLLOW-UP

For this meeting, the Manager's Report consists entirely of the Parity Study recently completed by Personnel Director Sheri Hobbs. Please take the time to look it over. My hope is that we can discuss this a little at the Committee of the Whole. At that time we can give you an overview and answer questions. We will be looking for some direction as to how the Council may want to proceed from here. A workshop dedicated to this topic scheduled at a future meeting might be a good idea, to start with.

ATTACHMENTS

1. Letter from Mayor Carey re: KPB Health insurance Working Group
2. Letter from Mayor Carey re: FCC Narrow Band Mandate
3. February Statistical Report



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

Toll-free within the Borough: 1-800-478-4441

PHONE: (907) 262-4441 • **FAX:** (907) 262-1892

www.borough.kenai.ak.us

DAVID R. CAREY
BOROUGH MAYOR

Mr. Walt Wrede, City Manager
City of Homer
491 East Pioneer Ave
Homer, AK 99603

April 8, 2011

Dear Mr. Wrede,

I write to you on behalf of Mayor Carey, asking for your participation in a future group known as the **"Kenai Peninsula Borough Health Insurance Working Group."**

This group is being created in response to a request from KPB Assemblyman Bill Smith of Homer to President Gary Knopp to Mayor Carey.

The Working Group will discuss employee health insurance plans currently used by local city governments, hospitals and the Kenai Peninsula Borough and School District.

With your help, the Group hopes to explore the many facets of these plans in an effort to find a more economical health insurance plan for all parties involved.

Your participation will be greatly appreciated.

The details for the group's first meeting will be determined in the near future and I will forward them to you as soon as possible.

Please contact Mayor Carey at 714-2150 or dcarey@borough.kenai.ak.us if you have any questions or concerns.

Thank you,

Amy Manuel
Special Assistant to Mayor Carey

Cc: Mark Dixon, Kenai Peninsula Borough
Julie Cisco, Kenai Peninsula Borough
Craig Chapman, Kenai Peninsula Borough
Dr. Steve Atwater, KPB School District
Tim Peterson, KPB School District
Ryan Smith, Central Peninsula Hospital
Bob Letson, South Peninsula Hospital
Larry Semmens, City of Soldotna
Phillip Oates, City of Seward
Rick Koch, City of Kenai



KENAI PENINSULA BOROUGH

144 North Binkley St., Soldotna, Alaska 99669-7520

Toll-Free within the Borough 1-800-478-4441

Phone 907-714-2150 • Fax 907-714-2377

www.borough.kenai.ak.us

**DAVID R. CAREY
BOROUGH MAYOR**

March 28, 2011

Mr. Walt Wrede, City Manager
City of Homer
491 E. Pioneer Ave
Homer, AK 99603

Re: Federal Communications Commission Narrow-band Mandate

Dear Mr. Wrede,

As you know, the Federal Communications Commission has mandated that all transmitters and radio licenses must be converted to operate on a 12.5 megahertz frequency by January 1, 2013. This is commonly known as narrow-banding.

This requirement will challenge our first responders and associated public safety agencies in both the scope of the required changes and the coordination of those changes. If one agency converts their radios to comply with the narrow-band mandate, they cannot communicate with another agency that has not converted their radios to operate on narrow-band. Please note that this does not affect the Alaska Land Mobile Radio (ALMR) system because that system already complies with the narrow-band mandate.

As a phased approach, the Kenai Peninsula Borough is willing to take the initial lead in coordinating an effort to gather information required to convert public safety radios and radio licenses to narrow-banding requirements. The Kenai Peninsula Borough proposes to use unallocated grant funds from the CAD Project, which can be used to help fund this initial portion of the project. Unfortunately, these grant funds must be expended by September 15, 2011.

Working with your first responders and others, the objectives of the initial phase have been developed and a radio inventory established. This will allow the borough to send out a request for proposals (RFP) to have a contractor provide a cost analysis to:

- facilitate the modifications on radio licenses to meet FCC mandates, for each respective City or Service Area;
- identify those radios that are not capable of being converted to narrow-band;
- work with your first responders and others to craft a frequency list, specific to that department, that need to be programmed into the department's radios;
- facilitate agreements between radio license holders and other agencies to allow the other agencies to include the license holders frequency(ies) in their radio;

- develop a coordinated schedule for radio reprogramming to reduce communication losses or duplicative efforts;
- develop recommendations for reinstituting a borough-wide repeater system to be used as a back-up to the ALMR system and as a tactical frequency; and
- provide training and needed software and equipment to allow departments to program their own radios in the future.

The Kenai Peninsula Borough intends to use the available grant funds to pay for radio inventory review, possible license modifications, establishment of radio license holder agreements, reprogramming schedule development, possible reprogramming of radios and training. The cities are invited to participate in this effort with some expenses being paid for by the borough, as allowed by available grant funds.

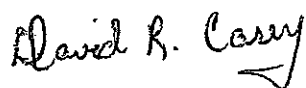
Should there be additional grant funds in excess of that needed for the stated items in the previous paragraph, the Borough, through a working group, intends to expend those funds purchasing radio equipment to replace units that cannot be made narrow-band compliant. An established priority will be given to borough departments, followed by smaller non-profit agencies that cannot provide funds for their needs.

Several City agencies and some fire service areas have already budgeted funds to comply with narrow-banding. The borough's grant funds will not be affected by the city's budgetary efforts, but should enhance efforts in identifying the needs, so that this transmission can ensure a smooth transition for all Cities and Services to make the change at the same time.

We hope that your city will partner with us to accomplish this complicated but vitally important project. Our Office of Emergency Management Director, Eric Mohrmann, is the main contact for the borough on this project. Should you have any questions, please feel free to contact Eric Mohrmann at (907) 262-2097.

Thank you for your time and consideration of the narrow-band project. We look forward to hearing from you as soon as possible regarding this intended action. We are sending out the RFP for immediately, and will report those findings back to you and your organization as the information becomes available.

Sincerely,



David R. Carey
Mayor

EM:slw

Enclosure: Narrowbanding Request For Proposal

Wrede

City of Homer



Memorandum

To: Mayor and Council
From: Terry Felde
Date: April 11, 2011
Re: Department Statistics

STATISTICAL REPORTS FOR February, 2011.

- Clerks
- Police
- Animal Shelter
- Fire
- Port & Harbor
- Public Works
- Library

City of Homer
491 E. Pioneer Ave
Homer, AK 99603

Phone: 907-235-8121 ext 2222
Fax: 907-235-3148
E-mail: tfelde@ci.homer.ak.us

February 2011 Clerk Statistics

| Monthly Statistics | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Total |
|---|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------|
| City Council | | | | | | | | | | | | | |
| City Council Meetings | 8 | 6 | | | | | | | | | | | |
| Overtime - hours | 12 | 8.5 | | | | | | | | | | | 14 |
| Agendas Prepared | 12 | 12 | | | | | | | | | | | 20.5 |
| # of Pages in Packet | 958 | 552 | | | | | | | | | | | 24 |
| # of Packets Distributed | 54 | 54 | | | | | | | | | | | 1510 |
| # of Tentative Agendas Distributed | 18 | 18 | | | | | | | | | | | 108 |
| # of Action Agendas Distributed | 38 | 38 | | | | | | | | | | | 36 |
| Minutes | 5 | 3 | | | | | | | | | | | 76 |
| # of Minutes Distributed | 95 | 57 | | | | | | | | | | | 8 |
| | | | | | | | | | | | | | 152 |
| Commissions/Boards/Committees etc. | | | | | | | | | | | | | |
| Planning Commission Meeting | 2 | 1 | | | | | | | | | | | |
| Overtime - hours | 4.5 | 2 | | | | | | | | | | | 3 |
| # of Packets Distributed | 6 | 6 | | | | | | | | | | | 6.5 |
| # of Agendas Distributed | 26 | 26 | | | | | | | | | | | 12 |
| Minutes | 2 | 1 | | | | | | | | | | | 52 |
| # of Minutes Distributed | 26 | 13 | | | | | | | | | | | 3 |
| | | | | | | | | | | | | | 39 |
| Economic Development Commission Meeting | 1 | 0 | | | | | | | | | | | |
| Overtime - hours | 1.5 | 0 | | | | | | | | | | | 1 |
| # of Pages in Packet | 100 | 0 | | | | | | | | | | | 1.5 |
| # of Packets Distributed | 13 | 0 | | | | | | | | | | | 100 |
| # of Agendas Distributed | 14 | 0 | | | | | | | | | | | 13 |
| Minutes | 1 | 0 | | | | | | | | | | | 14 |
| # of Minutes Distributed | 14 | 0 | | | | | | | | | | | 1 |
| | | | | | | | | | | | | | 14 |
| Port and Harbor Commission Meeting | 1 | 1 | | | | | | | | | | | |
| Overtime - hours | 2.5 | 2 | | | | | | | | | | | 2 |
| # of Pages in Packet | 74 | 199 | | | | | | | | | | | 4.5 |
| # of Packets Distributed | 10 | 10 | | | | | | | | | | | 273 |
| # of Agendas Distributed | 14 | 14 | | | | | | | | | | | 20 |
| Minutes | 1 | 1 | | | | | | | | | | | 28 |
| # of Minutes Distributed | 14 | 14 | | | | | | | | | | | 2 |
| | | | | | | | | | | | | | 28 |
| Parks and Recreation Commission Meeting | 1 | 1 | | | | | | | | | | | |
| Overtime - hours | 0.5 | 3.25 | | | | | | | | | | | 2 |
| # of Pages in Packet | 104 | 28 | | | | | | | | | | | 3.75 |
| # of Packets Distributed | 14 | 14 | | | | | | | | | | | 132 |
| # of Agendas Distributed | 14 | 14 | | | | | | | | | | | 28 |
| | | | | | | | | | | | | | 28 |

-148-

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February 2011 Clerk Statistics

[illegible]

February 2011 Clerk Statistics

[illegible]

February 2011 Clerk Statistics

[illegible]



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

EMERGENCY 911
TELEPHONE (907) 235-3150
TELECOPIER (907) 235-3151

MEMORANDUM

DATE: March 14, 2011
TO: City Manager Wrede
FROM: Chief Mark Robl *mmr*
SUBJECT: Monthly Report, February 2011

Police Department

Activity levels slowed down substantially for us in February as compared to the records we set in January of this year. February activity levels are in line with what we normally experience. We recorded 295 incidents and made 41 arrests. Officers issued 32 traffic citations and issued 34 traffic warnings. We investigated 2 unattended deaths, one being a young crab fisherman that drew nationwide media attention due to his connection with the "Deadliest Catch" television series. The monthly activity report is attached for your review.

Officer Smith remains off of work and is recovering from surgery. Our new police officer will not be starting for another week so we have been short staffed in patrol. As a result we have had some very weak schedules and have incurred some overtime to maintain safe staffing levels.

Officer Stading attended a DARE instructor refresher class. Sgt Hutt and Officer Luck attended training on our new accident report writing and citation issuing system. Their training was paid for by the Alaska Highway Safety Program.

Jayne Probst has resigned from her position as a Dispatcher with us. We will miss her. The hiring process continues for Jayne's replacement.

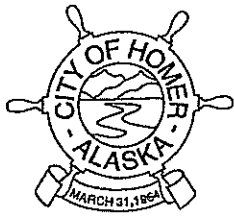
Homer Jail

Our recently hired jail officer Kirk Whitehurst, did not complete his period of probationary employment. We are advertising for a replacement.

Jail activity levels were fairly normal for the month of February. No significant events occurred. The monthly jail statistical report is attached for your review.

Animal Shelter

The shelter manager's statistical report for last month is attached for your review. No significant events occurred at the shelter.



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

EMERGENCY 911
TELEPHONE (907) 235-3150
TELECOPIER (907) 235-3151

Following is a summary of reported activity for the Homer Police Department:

FEBRUARY 2011

| | |
|--|------|
| Incidents | 295 |
| Arrests | 41 |
| Citations | 32 |
| Jail Bookings | 40 |
| Jail Days Served | 57.5 |
| Prisoners Transported to other DOC Facility | 7 |

A handwritten signature in black ink, appearing to read "Mark H. Robl".

Mark H. Robl, Chief of Police

Monthly Incident Summary

| | | | |
|--|----|---|----|
| Abandoned Vehicle | 4 | REDDI (Report Every Drunk Driver Immediately) | 8 |
| Agency Assist Inside Alaska (other than AST) | 13 | School Presentation (DARE) | 1 |
| Agency Assist/AST | 3 | Search Warrant Service | 1 |
| Animal Related Offense/Complaint | 8 | Security Checks - All Others | 15 |
| Arrest Warrant Service | 1 | Security Checks - Bars | 6 |
| Assault/Family/Strongarm | 4 | Subpoena/Summons Service | 1 |
| Assist Fire Department | 3 | Suicide Attempt/Threat | 1 |
| AST Service Call (not Agency Asst) | 1 | Suspicious Circumstances | 36 |
| Burglary Attempt | 1 | Taxicab Inspection/Fixit Tickets | 19 |
| Burglary/Force/Non-Residence | 4 | Theft from Building | 3 |
| Burglary/Force/Residence | 1 | Theft from Vehicle | 3 |
| Child Abuse | 1 | Traffic (Criminal-all others) | 5 |
| City Ordinance (all others) | 3 | Traffic (Non-Criminal-all others) | 9 |
| Civil Problem/Assist/Standby | 7 | Traffic Control | 1 |
| Criminal/Malic Mischief/Personal | 2 | Traffic Hazard | 8 |
| Death Invest/Unattended Death | 2 | Traffic Warning | 34 |
| Disturbance - Other | 6 | Trespass | 2 |
| Domestic Dispute | 6 | TRO Violation | 1 |
| Drivers License Violation | 1 | VID | 5 |
| Driving While Intoxicated/Warning Only | 1 | Violation of Conditional Release | 1 |
| Driving While Intoxicated-Alcohol | 4 | Warrant Arrest (FTA) | 3 |
| Drug Information | 3 | Welfare Check | 9 |
| Drug Investigation | 1 | | |
| DWLS/R/C | 2 | | |
| False Alarm | 2 | | |
| Fraud (other than Bad Checks) | 1 | | |
| Fugitive from Justice | 2 | | |
| Harassment | 2 | | |
| Hit&Run/Leave Scene of Accident | 3 | | |
| Information/Other | 3 | | |
| Lost Property | 3 | | |
| Marijuana/Sell | 1 | | |
| Motorist Assist | 1 | | |
| MVA - Damage | 8 | | |
| MVA - Injury | 3 | | |
| Parade/Funeral Escort | 1 | | |
| Patrol Request | 4 | | |
| Possess/Use MJ (MICS VI) | 1 | | |
| Probation Violation | 1 | | |
| Protective Custody/Alcohol | 1 | | |
| Public Assist | 2 | | |
| Public Assist (counter traffic) | 2 | | |

Monthly Arrests Summary

| | |
|--|---|
| Assault/Family/Strongarm | 3 |
| Burglary/Force/Non-Residence | 1 |
| Consume/Possess Alcohol/18-21-Repeat Offende | 1 |
| Drivers License Violation | 1 |
| Driving While Intoxicated-Alcohol | 4 |
| Drugs(all others)/Possess/Sell/Manufacture | 1 |
| DWLS/R/C | 4 |
| Fail to Provide Proof of MV Insurance | 4 |
| Hindering Prosecution | 1 |
| Marijuana/Sell | 1 |
| Minor Consume or Possess-Repeat Offender | 1 |
| Possess/Use MJ (MICS VI) | 4 |
| Protective Custody/Alcohol | 1 |
| Refuse Chemical Test (BA or PBT) | 1 |
| Traffic (Criminal-all others) | 1 |
| Trespass | 1 |
| Violation of Conditional Release | 8 |
| Warrant Arrest (FTA) | 3 |

Monthly Citation Summary

Total Count for Ticket Type E **3**

Total Count for Ticket Type P **6**

Total Count for Ticket Type T **23**

Type A = Animal Cite

Type P = Parking Cite

Type S = Court Summons

Type E = Equipment/Tobacco Cite

Type T = Moving/City Ordinance Cite

Wednesday, March 02, 2011

LT. DWIGHT KING
DEPARTMENT OF CORRECTIONS
4500 DIPLOMACY DRIVE #109
ANCHORAGE, AK 99508

MONTHLY CONTRACT JAIL REPORT CERTIFICATION

Month February, 20 11

Facility Reporting: Homer Community Jail

Total Number of Prisoners:

40

Total Number of Man-Days Served:

57.5

** Number of Prisoner Transports to another DOC Facility:

4

** Number of Prisoners Transported to another DOC Facility:

7

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE SERVICES RENDERED.

Certifying Officer:

R. PITT

(Printed Name)

Title:

CJO

R. Pitt

(Signature)

**** Indicates transports made by Homer Community Jail Staff**

NOTE: This form must accompany the Monthly Booking Report.



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

EMERGENCY 911
TELEPHONE (907) 235-3150
TELECOPIER (907) 235-3151

MONTH END ACTIVITY REPORT - ANIMAL SHELTER

TO: Chief Mark Robl *MR*
FROM: Coastal Animal Care
REPORTING PERIOD: FEB 2011

| | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC | TOTALS |
|-------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------|
| BOARDERS | 0 | 2 | | | | | | | | | | | 2 |
| CITATIONS ISSUED | 0 | 0 | | | | | | | | | | | 0 |
| COMPLAINTS | 14 | 15 | | | | | | | | | | | 29 |
| EUTHANIZED | 7 | 9 | | | | | | | | | | | 16 |
| IMPOUNDS | 3 | 5 | | | | | | | | | | | 8 |
| REPORTED BITES | 0 | 0 | | | | | | | | | | | 0 |
| REPORTED LOST | 25 | 32 | | | | | | | | | | | 57 |
| ROAD KILLED | 0 | 1 | | | | | | | | | | | 1 |
| TURN INS from inside city | | | | | | | | | | | | | |
| STRAYS | 10 | 7 | | | | | | | | | | | 17 |
| OWNER TURN IN | 4 | 15 | | | | | | | | | | | 19 |
| RETURN TO OWNER | 3 | 7 | | | | | | | | | | | 10 |
| ADOPTED | 5 | 4 | | | | | | | | | | | 9 |
| TURN INS from outside city | | | | | | | | | | | | | |
| STRAYS | 0 | 5 | | | | | | | | | | | 5 |
| OWNER TURN IN | 5 | 0 | | | | | | | | | | | 5 |
| RETURN TO OWNER | 0 | 2 | | | | | | | | | | | 2 |
| ADOPTED | 9 | 18 | | | | | | | | | | | 27 |
| QUARANTINE | 0 | 0 | | | | | | | | | | | 0 |
| MISC SVC (Non-City Res) | 18 | 12 | | | | | | | | | | | 30 |
| OTHER (explain) | 0 | 10 | | | | | | | | | | | 10 |
| TOTAL INCIDENTS | 103 | 144 | | | | | | | | | | | 247 |

need a home field trips

**Homer
Volunteer
Fire
Department**

604 east pioneer avenue
homer, alaska 99603
907/235-3155
fax 907/235-3157
fire@ci.homer.ak.us

TO: Walt Wrede, City Manager
FROM: Robert Painter, Fire Chief
DATE: March 8, 2011
SUBJ: February Activity Report

EMERGENCY SERVICE ACTIVITY

| Emergency Calls | FEBRUARY | '06 | '07 | '08 | '09 | '10 | '11 |
|-----------------|----------|-----|-----|-----|-----|-----|-----|
| Fire | | 3 | 8 | 7 | 4 | 3 | 0 |
| EMS | | 31 | 39 | 60 | 27 | 31 | 34 |
| | | --- | --- | --- | --- | --- | --- |
| Total Responses | | 34 | 47 | 67 | 31 | 34 | 34 |

Calls To Date

| | '98 | '99 | '00 | '01 | '02 | '03 | '04 | '05 | '06 | '07 | '08 | '09 | '10 | '11 |
|-------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Fire | 9 | 7 | 21 | 23 | 8 | 17 | 12 | 18 | 11 | 11 | 16 | 17 | 8 | 4 |
| EMS | 53 | 61 | 50 | 59 | 46 | 57 | 63 | 53 | 66 | 91 | 103 | 86 | 56 | 67 |
| | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Total | 69 | 62 | 71 | 82 | 54 | 74 | 75 | 71 | 77 | 102 | 119 | 103 | 64 | 71 |

| | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 |
|----------------|--------|--------|--------|--------|--------|-------|
| Community Loss | \$143K | \$150K | \$151K | \$62K | \$37K | \$34K |
| Property Saved | \$283K | \$0K | \$924K | \$140K | \$155K | \$40K |

MEMBER EFFORT in hours (Month/Year to Date)

| | '08 | '09 | '10 | '11 |
|--------------|-------------|-----------|-----------|-----------|
| | Mon/YTD | Mon/YTD | Mon/YTD | Mon/YTD |
| Alarm | 496/1,009 | 176/662 | 171/382 | 132/379 |
| Training | 453/847 | 240/366 | 415/793 | 447/768 |
| Prevention | 14/43 | 12/12 | 4/4 | 9/14 |
| Other | 84/170 | 92/183 | 81/89 | 81/168 |
| Total Hours: | 1,047/2,069 | 520/1,222 | 671/1,268 | 669/1,328 |

GENERAL COMMENTS

The EMT-2 class completed their classroom work and testing for State certification. All successfully passed the practical examination and awaiting results of their written examination. The new Fire Training system trailers were set-up by employees of the manufacturer and initial training will be scheduled to complete the project soon. We hope to complete site enhancements and hold a Dedication this spring.

"The team that cares."

HOMER VOLUNTEER FIRE DEPARTMENT
MONTHLY ACTIVITY REPORT
For Month of FEBRUARY 2011

Type of Alarm & Location

| Location/ Service/Alarm Type | Homer | | Kachemak City | | K.E.S.A. | | Other | |
|---------------------------------|-------|-----|---------------|-----|----------|-----|-------|-----|
| | M | YTD | M | YTD | M | YTD | M | YTD |
| Emergency Medical | 33 | 66 | 1 | 1 | 0 | 0 | 0 | 0 |
| Fire, Structural | | 3 | | 0 | | 0 | | 0 |
| Fire, Wildlands | | 0 | | 0 | | 0 | | 0 |
| Fire, Vehicle | | 0 | | 0 | | 0 | | 0 |
| Rescue Services | | 0 | | 0 | | 0 | | 0 |
| Public Assist | | 1 | | 0 | | 0 | | 0 |
| Total Fire: | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 |
| Combined Fire/EMS | 33 | 70 | 1 | 1 | 0 | 0 | 0 | 0 |

Fire Loss/Save by Location

| Location | Fire Loss | | Fire Save | |
|---------------|-----------|--------------|-----------|--------------|
| | Month | Year-to-Date | Month | Year-to-Date |
| Homer | 0 | \$34,000 | 0 | \$40,000 |
| Kachemak City | 0 | 0 | 0 | 0 |
| K.E.S.A. | 0 | 0 | 0 | 0 |
| Other | 0 | 0 | 0 | 0 |
| Totals: | 0 | \$34,000 | 0 | \$40,000 |

Department Training and Other Activities Conducted

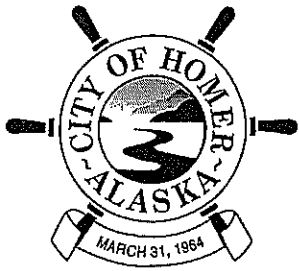
| Activity/Class | Date | Members | Member Hours | Total Hours |
|-------------------------------|----------|---------|--------------|-------------|
| EMS Tuesday HIPAA Train. | 2/1 | 22 | 2.5 | 55.0 |
| EMT-2 Course | 2/2 - 22 | 6 | 48.0 | 288.0 |
| FIRE Tuesday Training | 2/8 | 16 | 1.0 | 16.0 |
| FIRE Tuesday Training | 2/22 | 16 | 1.5 | 24.0 |
| Dealing w/ Diff. Folks Train. | 2/23 | 2 | 2.0 | 4.0 |
| EMT Skill Check-offs | 2/24 | 4 | 1.5 | 6.0 |
| EMT-2 Final Practical Test | 2/25 | 18 | 3.0 | 54.0 |
| Shift Change-Rig Checks | Feb. | 18 | 3.5 | 63.0 |
| Departmental Services | Feb. | 3 | 6.0 | 18.0 |

Public Education/Prevention Activities

| Activity | Date | Attendees | Members Assisting | Member Hours | Total Hours |
|--------------------------------|------|-----------|-------------------|--------------|-------------|
| Station Tour - Razdolna School | 2/10 | 22 | 2 | 1.5 | 3.0 |
| Station Tour - Birth2Three | 2/15 | 25 | 3 | 1.5 | 4.5 |
| C.H.I.P. Program Vital Signs | 2/17 | 11 | 2 | .5 | 1.0 |
| | | | | | |
| | | | | | |
| | | | | | |

Total Manhours of Combined Activities and Alarms

| Activity | EMS Service | Fire Service | Combined Monthly | Combined Year-to-Date |
|-------------|-------------|--------------|------------------|-----------------------|
| Alarms | 132.2 | 0 | 132.2 | 379.0 |
| Training | 405.0 | 42.0 | 447.0 | 767.5 |
| Prevention | | | 8.5 | 13.5 |
| Other | | | 81.0 | 168.0 |
| Total Hours | 537.2 | 42.0 | 668.7 | 1328.0 |



City of Homer

Port / Harbor

4350 Homer Spit Road
Homer, Alaska 99603-8005

Telephone (907) 235-3160
Fax (907) 235-3152
E-mail Port@ci.homer.ak.us
Web Site <http://port.ci.homer.ak.us>

TO: Walt Wrede, City Manager

FROM: Bryan Hawkins, Port Director/Harbormaster

DATE: February 28, 2011

RE: Month End Report to City Manager for February 2011

Enclosed are the monthly statistical and performance report for January 2011, the February Staff Report, the two accumulative reports on the docks, and the ice/crane report through February 27, 2011.



City of Homer

Port / Harbor

4350 Homer Spit Road
Homer, Alaska 99603-8005

Telephone (907) 235-3160
Fax (907) 235-3152
E-mail Port@ci.homer.ak.us
Web Site <http://port.ci.homer.ak.us>

PORT & HARBOR STAFF REPORT

By Bryan Hawkins, Port Director/Harbormaster
Prepared for the February 23, 2011 Port & Harbor Commission Meeting

February 16, 2011

1. Administration

Staff met with:

City Manager & Staff – Review of Boiler Plate Lease Document
Joe Loewenstein, The College House – Logo Printing & Embroidery
Marine Trades Committee
Lease Committee Special Meeting – Land Allocation
Linda Anderson & Yuri Morgan, City of Homer Lobbyists

Bonnie Judge, Administrative Clerk for the Harbormaster's Office, turned in her resignation after 20 years with the City. She will be retiring February 24, 2011. The position has been open for applications and will be closing February 16, 2011 in which we will begin the process of evaluating for a new Administrative Clerk.

2. Operations

A winter snow storm deposited approximately two feet of heavy, wet snow over the port facility from February 1st through February 3rd. Harbor officers notified several boat owners whose vessels were jeopardized by snow load and ultimately generated a public service announcement regarding the adverse conditions. During this time, operations staff conducted "around the clock" snow removal efforts on the float systems clearing access ramps, fire & bilge pump sheds, oil spill response equipment, and fire extinguishers.

- Operations staff completed ETT training on January 21st. All officers achieved the current state certification.
- In house renovations and improvements to the flooring, cabinetry, appliances, and safety equipment in the harbor officers' quarters are nearing completion.
- The harbor tug was placed inside a heated bay at Homer Boat Yard on February 10th. Improvements to the tug's hydraulics system, fire pump, and man overboard retrieval systems are currently underway.
- There are currently 60 vessels participating in the winter metered power policy.
- Harbor officers responded to an EMS call involving a boat owner who suffered difficulty breathing due to exposure from solvent vapors while working in a poorly ventilated area.
- Harbor officers prevented a 28' pleasure craft from sinking by implementing dewatering pumps and towing the vessel where it could be monitored until the owners were capable of responding.
- The USCG was notified of a pollution incident involving a 90' commercial fishing tender.

3. Other

- None

Attachments

None

u:\\office\\staffreports\\2011\\February

Port & Harbor

Monthly Statistical & Performance Report

For the Month of: **January 2011**

| | | | | | |
|--|-------------|-------------|---|---------------|-------------|
| <u>Moorage Sales</u> | | | <u>Stall Wait List</u> | | |
| Daily Transient | <u>2011</u> | <u>2010</u> | No. on list at Month's End | <u>2011</u> | <u>2010</u> |
| Monthly Transient | 2 | 3 | 18' Stall | 1 | 1 |
| Semi-Annual Transient | 11 | 7 | 20' Stall | 0 | 2 |
| Annual Transient | 0 | 1 | 24' Stall | 11 | 25 |
| Annual Reserved | 0 | 2 | 32' Stall | 31 | 27 |
| | 3 | 0 | 40' Stall | 28 | 34 |
| | | | 50' Stall | 14 | 18 |
| | | | 75' Stall | 6 | 7 |
| | | | Total: | 91 | 114 |
| <u>Grid Usage</u> | | | <u>Docking & Beach/Barge Use</u> | | |
| 1 Unit = 1 Grid Tide Use | <u>2011</u> | <u>2010</u> | 1 Unit = 1 or 1/2 Day Use | <u>2011</u> | <u>2010</u> |
| Wood Grid | 4 | 5 | Deep Water Dock | 16 | 8 |
| Steel Grid | 0 | 0 | Pioneer Dock | 5 | 8 |
| | | | Beach Landings | 0 | 0 |
| | | | Barge Ramp | 4 | 0 |
| <u>Services & Incidents</u> | | | <u>Crane Hours</u> | | |
| Vessels Towed | <u>2011</u> | <u>2010</u> | | <u>2011</u> | <u>2010</u> |
| Vessels Moved | 0 | 0 | | 66.5 | 62.7 |
| Vessels Pumped | 9 | 2 | | | |
| Vessels Sunk | 2 | 0 | | | |
| Vessel Accidents | 0 | 0 | | | |
| Vessel Impounds | 0 | 0 | | | |
| Equipment Impounds | 0 | 0 | | | |
| Vehicle Impounds | 0 | 0 | | | |
| Property Damage | 0 | 1 | | | |
| Pollution Incident | 3 | 0 | | | |
| Fires Reported/Assists | 0 | 1 | | | |
| EMT Assists | 0 | 2 | | | |
| Police Assists | 1 | 2 | | | |
| Public Assists | 13 | 6 | | | |
| Thefts Reported | 0 | 0 | | | |
| | | | <u>Ice Sales</u> | | |
| | | | For the Month of January | <u>2011</u> | <u>2010</u> |
| | | | *Shut Down for Maintenance | * | * |
| | | | Year to Date Total | 0 | 0 |
| | | | <u>Difference between</u> | | |
| | | | <u>2010 YTD and 2011 YTD:</u> | <u>0 tons</u> | |

[illegible]

| | | | | |
|-------|----|--------|----|--------|
| 13720 | \$ | 532.47 | \$ | 102.00 |
|-------|----|--------|----|--------|

| Date From | Date To | Crane Hours (Weekly) | Crane YTD | Tons of Ice (Weekly) | YTD Ice |
|------------|------------|-------------------------|-----------|-----------------------------|---------|
| 1/3/2011 | 1/9/2011 | 6.7 | 6.7 | 0 shut down for maintenance | |
| 1/10/2011 | 1/16/2011 | 23.5 | 30.2 | 0 shut down for maintenance | |
| 1/17/2011 | 1/23/2011 | 18.3 | 48.5 | 0 shut down for maintenance | |
| 1/24/2011 | 1/30/2011 | 18 | 66.5 | 0 shut down for maintenance | |
| 1/31/2011 | 2/6/2011 | 10.7 | 77.2 | 0 shut down for maintenance | |
| 2/7/2011 | 2/13/2011 | 19.1 | 96.3 | 0 shut down for maintenance | |
| 2/14/2011 | 2/20/2011 | 26.8 | 123.1 | 0 shut down for maintenance | |
| 2/21/2011 | 2/27/2011 | 30.1 | 153.2 | 0 shut down for maintenance | |
| 2/28/2011 | 3/6/2011 | | | | 0 |
| 3/7/2011 | 3/13/2011 | | | | 0 |
| 3/14/2011 | 3/20/2011 | | | | |
| 3/21/2011 | 3/27/2011 | | | | |
| 3/28/2011 | 4/3/2011 | | | | |
| 4/4/2011 | 4/10/2011 | | | | |
| 4/11/2011 | 4/17/2011 | | | | |
| 4/18/2011 | 4/24/2011 | | | | |
| 4/25/2011 | 5/1/2011 | | | | |
| 5/2/2011 | 5/8/2011 | | | | |
| 5/9/2011 | 5/15/2011 | | | | |
| 5/16/2011 | 5/22/2011 | | | | |
| 5/23/2011 | 5/29/2011 | | | | |
| 5/30/2011 | 6/5/2011 | | | | |
| 6/6/2011 | 6/12/2011 | | | | |
| 6/13/2011 | 6/19/2011 | | | | |
| 6/20/2011 | 6/26/2011 | | | | |
| 6/27/2011 | 7/3/2011 | | | | |
| 7/4/2011 | 7/10/2011 | | | | |
| 7/11/2011 | 7/17/2011 | | | | |
| 7/18/2011 | 7/24/2011 | | | | |
| 7/25/2011 | 7/31/2011 | | | | |
| 8/1/2011 | 8/7/2011 | | | | |
| 8/8/2011 | 8/14/2011 | | | | |
| 8/15/2011 | 8/21/2011 | | | | |
| 8/22/2011 | 8/28/2011 | | | | |
| 8/29/2011 | 9/4/2011 | | | | |
| 9/5/2011 | 9/11/2011 | | | | |
| 9/12/2011 | 9/18/2011 | | | | |
| 9/19/2011 | 9/25/2011 | | | | |
| 9/26/2011 | 10/2/2011 | | | | |
| 10/3/2011 | 10/9/2011 | | | | |
| 10/10/2011 | 10/16/2011 | | | | |
| 10/17/2011 | 10/23/2011 | | | | |
| 10/24/2011 | 10/30/2011 | | | | |
| 10/31/2011 | 11/6/2011 | | | | |
| 11/7/2011 | 11/13/2011 | | | | |
| 11/14/2011 | 11/20/2011 | | | | |
| 11/21/2011 | 11/27/2011 | | | | |
| 11/28/2011 | 12/4/2011 | | | shut down for maintenance | |
| 12/5/2011 | 12/11/2011 | | | shut down for maintenance | |
| 12/12/2011 | 12/18/2011 | | | shut down for maintenance | |
| 12/19/2011 | 12/25/2011 | | | shut down for maintenance | |
| 12/26/2011 | 1/1/2012 | | | shut down for maintenance | |

City of Homer - Public Works Department
Monthly Statistics - 2011

| Type Work | January | February | March | April | May | June |
|---------------------|-----------------|----------------|----------------|----------------|----------------|----------------|
| Scheduled | Labor Hrs. 1859 | Labor Hrs. 442 | Labor Hrs. 376 | Labor Hrs. 376 | Labor Hrs. 376 | Labor Hrs. 376 |
| Repairs | 384 | 111 | 84 | 84 | 84 | 84 |
| Contract (billings) | 9.5 | 18 | 1.5 | 15 | 15 | 15 |
| Admin | 0 | 9 | 131.5 | 9 | 9 | 9 |
| PW Totals | 2232 | 580 | 2533 | 484 | 0 | 0 |
| Current Backlog | 0 | 34 | 43 | 0 | 0 | 0 |

| Type Work | July | August | September | October | November | December |
|---------------------|--------------|--------------|--------------|------------------|------------------|------------------|
| Scheduled | LBR HRS #WOS | LBR HRS #WOS | LBR HRS #WOS | Labor Hrs. #WO's | Labor Hrs. #WO's | Labor Hrs. #WO's |
| Repairs | | | | | | |
| Contract (billings) | | | | | | |
| Admin | | | | | | |
| PW Totals | 0 | 0 | 0 | 0 | 0 | 0 |
| Current Backlog | | | | | | |

Previous Year's Totals (12 months)

| | |
|----------------------|-------|
| Year to Date Totals | 4,765 |
| Work Orders | 1,054 |
| Current Backlog WO's | 43 |

| | | |
|--------|-----------|-------|
| 2009 | 2010 | 2011 |
| 30,943 | 34,160.00 | 4,765 |
| 5,785 | 7,372.00 | 1,054 |
| 111 | 80 | 48 |
| 182 | 0 | 0 |

Public Works Labor Hours by Department

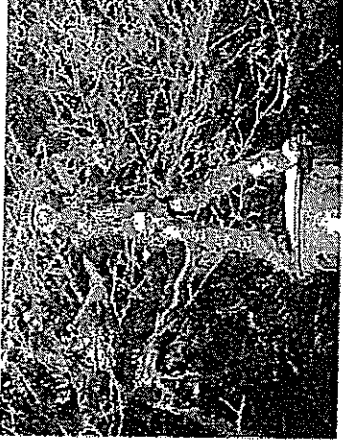
| HERC | Appt | City Hall | Police Dept. | Fire Dept. | Public Lib. | Port Harbor | Used 03 | PW Bldg | Parks | PW Mnt. | An Shelter | City Hall | Port Harbor | Police Dept. | Fire Dept. | PW Equip. | Totals |
|-----------|------|-----------|--------------|------------|-------------|-------------|---------|---------|-------|---------|------------|-----------|-------------|--------------|------------|-----------|--------|
| January | 52.5 | 154 | 26 | 9 | 21 | 37 | 171 | 98 | 108 | 1173 | 14 | 0 | 55 | 24 | 25 | 103 | 2,219 |
| February | 62 | 140 | 41 | 10 | 3 | 55 | 273 | 66 | 115 | 1218 | 19 | 0 | 35 | 32 | 3 | 71 | 2,473 |
| March | | | | | | | | | | | | | | | | | 0 |
| April | | | | | | | | | | | | | | | | | 0 |
| May | | | | | | | | | | | | | | | | | 0 |
| June | | | | | | | | | | | | | | | | | 0 |
| July | | | | | | | | | | | | | | | | | 0 |
| August | | | | | | | | | | | | | | | | | 0 |
| September | | | | | | | | | | | | | | | | | 0 |
| October | | | | | | | | | | | | | | | | | 0 |
| November | | | | | | | | | | | | | | | | | 0 |
| December | | | | | | | | | | | | | | | | | 0 |
| Totals | 115 | 294 | 67 | 18 | 24 | 92 | 444 | 164 | 223 | 2,391 | 33 | 0 | 90 | 56 | 28 | 173 | 4,632 |

| Utility Location | January | February | March | April | May | June | July | August | September | October | November | December | Total Hrs. |
|------------------|---------|----------|-------|-------|-----|------|------|--------|-----------|---------|----------|----------|------------|
| | 1 | 2 | | | | | | | | | | | 3 |

Total Facilities Man Hours = 1,899 (to date)
 Total Parks Maint Hours = 223 (to date)
 Total Harbor Maint Hours = 608 (to date)
 Total Vehicle Maint Hours = 346 (to date)

Total Hours - Vehicle & Equip. Maint. 346 (to date)

- ** Notes
1. Assumed maintenance of Port Facilities 09/1999
 2. Assumed maintenance of Airport Facility 7/1/00
 3. Assumed maintenance of Homer Educational/Recreation Center (HERC) 7/1/00
 4. Monthly hours may vary due to employee vacation time(s) and ongoing work in progress.
 5. Did not break out Capital Projects - accurate information would come from time sheets.
 6. Agreement between City of Homer and Kachemak Emergency Services ended 2009



GISTGATE

Homer Public Library Statistical Summary for 2011

Today's Date:
11-Apr-11

| | Jan 11 | Feb 11 | Mar 11 | Apr 11 | May 11 | Jun 11 | Jul 11 | Aug 11 | Sep 11 | Oct 11 | Nov 11 | Dec 11 | Y.T.D. TOTALS |
|-----------------------------|----------|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|------------------|
| CIRCULATION | | | | | | | | | | | | | |
| Total # of Items | 7320 | 6437 | | | | | | | | | | | 13757 |
| INTERLIBRARY LOANS | | | | | | | | | | | | | |
| Incoming (Borrowed) | 71 | 56 | | | | | | | | | | | 127 |
| Outgoing (Lent) | 89 | 62 | | | | | | | | | | | 151 |
| STUDY/ROOM USE | | | | | | | | | | | | | |
| # of groups | 175 | 200 | | | | | | | | | | | |
| # of people | 460 | 493 | | | | | | | | | | | 375 |
| MEETING ROOM USE | | | | | | | | | | | | | 953 |
| # of groups | 20 | 15 | | | | | | | | | | | |
| ATTENDANCE | | | | | | | | | | | | | 35 |
| TOTAL (Included) | 9826 | 9247 | | | | | | | | | | | |
| * Story Hour & Lapit | 186 | 191 | | | | | | | | | | | 19073 |
| * School Groups | 8 | 11 | | | | | | | | | | | 377 |
| * Interlibrary Loans | 3331 | 3303 | | | | | | | | | | | 19 |
| * Programs | 90 | 97 | | | | | | | | | | | 6634 |
| NEW CARDS ISSUED | | | | | | | | | | | | | 187 |
| City | 28 | 27 | | | | | | | | | | | |
| Borough | 25 | 34 | | | | | | | | | | | 55 |
| Transient (TEMP) | 3 | 0 | | | | | | | | | | | 59 |
| VOLUNTEER HOURS | | | | | | | | | | | | | 3 |
| # of persons | 108 | 86 | | | | | | | | | | | |
| # of hours | 205.75 | 170.5 | | | | | | | | | | | 194 |
| MATERIALS ADDED | | | | | | | | | | | | | 376.25 |
| Books | 174 | 84 | | | | | | | | | | | |
| Audio | 0 | 2 | | | | | | | | | | | 258 |
| Video | 20 | 12 | | | | | | | | | | | 2 |
| Serials | 0 | 1 | | | | | | | | | | | 32 |
| Electronic Resources | 0 | 0 | | | | | | | | | | | 1 |
| MATERIALS REMOVED | | | | | | | | | | | | | 0 |
| Books | 98 | 171 | | | | | | | | | | | |
| Audio | 4 | 0 | | | | | | | | | | | 269 |
| Video | 0 | 21 | | | | | | | | | | | 4 |
| Serials | 0 | 1 | | | | | | | | | | | 21 |
| Electronic Resources | 0 | 0 | | | | | | | | | | | 1 |
| ELECTRONIC RESOURCES | | | | | | | | | | | | | 0 |
| REVENUES DEPOSITED | | | | | | | | | | | | | |
| Fines/Fees/Copies | 1541.50 | 1600.60 | | | | | | | | | | | |
| Building Fund (451) | 0.00 | 0.00 | | | | | | | | | | | 3,142.10 |
| Library Gifts (803) | 0.00 | 0.00 | | | | | | | | | | | 0.00 |
| Grants | 0.00 | 0.00 | | | | | | | | | | | 0.00 |
| TOTALS | 1,541.50 | 1,600.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | \$3,142.10 |

MEMORANDUM

TO: Walt Wrede, City Manager
FROM: Sheri Hobbs, Personnel *Sheri*
DATE: April 15, 2011
RE: Salary and Benefit Survey

Overview

In September 19 surveys were sent out to three local large private employers and 16 municipalities in Alaska. The survey had a basic description of each of our jobs and requested each employer to match our position to one in their organization as closely as possible. A benefits section was also included. Employers were also encouraged to note any additional benefits and to list if more or less duties were in their job description. By the end of October only three responses had been received. Surveys were again sent in November and January. A total of 12 responses were received. After inputting the data the survey was returned to the employers for review before finalizing.

In Homer as well as other cities most job descriptions have several types of duties so it makes it difficult to match some job descriptions.

Salaries

Overall based on the average between entry and ending salaries the City of Homer is comparable with other employers in the survey. There were four positions that were not comparable:

Assistant Systems Manager, the Homer entry and ending salary were lower.

Finance Director, the Homer entry and ending salary were lower.

The Chief of Police and Public Works Director/Engineer entry salaries were low, ending salaries were comparable.

Benefits

Health Insurance

Homer's annual deductible and out of pocket expense (the amount required by employees to pay before the insurance begins paying at 100% for claims) was low. Prescription coverage was relatively the same. Dental was relatively the same except several employers did not cover orthodontic (braces). Vision coverage was overall the same.

Out of 12 employers, six had employee shares, 9 had dependent shares. The average cost of health plans among the employers was \$941.68 employee only, \$1,305.47 employee/spouse, \$1,213.10 employee/child and \$1576.95 employee/family. Several employers base their rates as the City does with a flat rate charged per each employee and deposited into a health insurance reserve account.

Life Insurance

Only one other employer in the survey offered life insurance at the employee's annual salary rate. Most employers offered a flat rate. The average cost of life insurance for all City of Homer employees is \$15,000 annually.

Long Term/Short Term Disability

Only two employers provided either long term or short term disability coverage. Homer does not provide.

Leave Time and Personnel Policies

The leave days were fairly consistent for all employers when taking into consideration whether it was a combined leave bank or separate annual leave and sick leave banks.

Personnel Policies were fairly consistent.

COLA's

Several employers have not given COLA's (Cost of Living Adjustments) on a regular basis. It was noted in conversations that several employers have union contracts and COLA's are negotiated in the salary contracts and not separately.

City of Homer



SALARY & BENEFIT SURVEY

2010/2011

| Survey Participants | | | |
|--------------------------|--|------------|-------------|
| Organization | Contact Name/Title | Population | Total Staff |
| Cordova, City of | Cindy Appleton, HR/Grant Administrator | 2,200 | 58+ |
| Fairbanks, City of | Tony Shumate, HR Manager | 31,200 | 190 |
| Homer, City of | Sheri Hobbs, Personnel Director | 5,551 | 128+ |
| Kenai Peninsula Borough | Christine Anderson/HR Specialist | 52,223 | 305 |
| Kenai, City of | Robin Adams, Accountant | 7,115 | 129 |
| Kodiak, City of | Cindy Cortez, | 5,974 | 126 |
| Palmer, City of | Alice Williams, HR Specialist | 5,500 | 90 |
| Seward, City of | Sarah Spanos, Personnel Officer | 2,609 | 88+ |
| Sitka, City and Borough | Mark Danielson, Human Resources Director | 8,747 | 157 |
| Soldotna, City of | Jessica O'Reagan, HR Manager | 3,807 | 63 |
| South Peninsula Hospital | Bob Letson, CEO (service area of 12,000) | 5,551 | 300+ |
| Unalaska, City of | Kelly Stiles, HR Manager | 4,297 | 143 |
| Wasilla, City of | Melanie Parker, HR Assistant | 7,028 | 140+ |

Survey requests were sent to 19 employers within Alaska. Thank you to all the employers that responded. Wages were based hourly for consistency. If annual wages were submitted the annual salary was divided by 2080 hours per year to determine the hourly wage. References to exempt in the salary study are employees that are exempt from overtime payments.

ADMINISTRATION

City Manager

Serves as chief administrative officer of the city and is responsible for efficient administration of all city services. Bachelor's degree in business or public administration. MPA desired. Five years of management and supervisory experience required.

| City | Starting Salary | Ending Salary | Years in Position | Contract Y/N | Exempt Y/N | Additional Benefits |
|--------------------------|-----------------|---------------|-------------------|--------------|------------|--|
| Cordova | | 46.63 | 1 | Y | Y | |
| Fairbanks | | 37.50 | 5 mo. | N | Y | Elected official-Mayor |
| Fairbanks | | 46.28 | | | | Chief of Staff, oversees day to day activities with Dept Heads |
| Homer | | 52.45 | 8 | Y | Y | |
| Kenai | 47.33 | 66.63 | 4.5 | Y | Y | \$400 car allowance per month |
| Kenai Peninsula Borough | | 38.46 | | | | Elected official-Mayor |
| Kodiak | 42.50 | 58.60 | 2 | Y | Y | |
| Palmer | | 50.00 | 5 | Y | Y | Car |
| Seward | 43.27 | 52.94 | 3 | Y | Y | Car |
| Sitka | | 57.07 | 3 | Y | Y | City Administrator, Car provided |
| Soldotna | | 63.63 | 3 | Y | Y | |
| South Peninsula Hospital | 48.08 | 79.33 | | Y | Y | CEO-Administrator, Car and gas allowance |
| Unalaska | | 68.02 | 9 | Y | Y | Annual merit increase based on CPI |

Administrative Assistant to the City Manager

Performs a full range of administrative duties for the City Manager's office. Completes analysis, studies and reports and works on special projects as assigned. Responsible for scheduling manager appointments and maintaining files. Assists with administering leases. Website administrator. Four years administrative experience.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Fairbanks | 23.67 | | Executive Secretary to Mayor, Assist HR |
| Homer | 23.81 | 36.95 | |
| Kenai | 24.54 | 29.45 | Employee medical records, land leases, employee training |
| Kenai Peninsula Borough | 22.06 | 28.35 | |
| Kodiak | 16.64 | 22.94 | |
| Palmer | 20.84 | 28.51 | Current employee \$30.54 longevity rate |
| Seward | 17.05 | 23.51 | Executive Liaison, less duties |
| Sitka | 15.52 | 21.90 | Less duties |
| Soldotna | 21.21 | 31.56 | Admin Assistant/Deputy City Clerk |
| South Peninsula Hospital | 19.23 | 26.44 | Less duties |
| Unalaska | 15.69 | 22.07 | Non-union, less duties |
| Unalaska | 15.88 | 20.12 | Union, less duties |
| Wasilla | 20.52 | 27.30 | City Administrative Aide |

Special Projects Coordinator

Conducts city economic development and special projects initiatives at City Manager's request. Researches and writes grants. Completes analysis, studies and reports on special projects as assigned by City Manager. Coordinates and prepares Capital Improvement Plan, Legislative Request and annual report. Bachelor's degree and/or five years experience in economics, planning or business related field.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Homer | 23.81 | 36.95 | |
| Kenai | 38.07 | 45.69 | Capital Projects Manager |
| Kenai Peninsula Borough | 30.00 | 40.50 | Community Fiscal Projects Manager, grant administration and economic activity |
| Palmer | 31.96 | 43.73 | Deputy City Manager, more duties |
| Seward | 26.60 | 38.52 | Community Development Director, more duties |
| Sitka | 27.89 | 39.41 | Government Relations Director, Exempt, coastal management program, transportation planning, resource concerns/issues, administer grants. |
| South Peninsula Hospital | 21.63 | 33.65 | Marketing Director |
| Unalaska | 21.02 | 29.58 | Administrative Coordinator, less duties |
| Wasilla | 42.35 | 56.34 | Deputy Administrator, oversees Personnel, ED, Planning |

Personnel Director

Responsible for citywide personnel functions such as maintaining personnel files, administering health, life and other city benefits, monitoring employee appraisal system, developing personnel regulations, advertising and processing employment applications. Position also acts as Airport Terminal Manager and oversees the Community Recreation program. Five years experience in personnel/human resource management

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--|
| Cordova | 20.83 | 30.45 | HR/Grants/Admin Assist to CM, exempt |
| Fairbanks | | 35.76 | HR Manager, exempt, risk management and purchasing manager |

| | | | |
|--------------------------|-------|-------|---|
| Homer | 28.33 | 43.96 | Exempt |
| Kenai Peninsula Borough | 36.81 | 49.70 | General Services Director, exempt, similar duties |
| Palmer | 25.31 | 34.63 | Human Resource Specialist, exempt |
| Seward | 18.83 | 25.95 | Personnel Officer, exempt, less duties, assists finance |
| Sitka | 32.39 | 45.62 | Human Resources Director, exempt |
| Soldotna | 26.57 | 37.81 | Accountant/HR Manager, exempt |
| South Peninsula Hospital | 33.65 | 52.88 | Human Resource Director, exempt, less duties |
| Unalaska | 29.58 | 41.62 | Human Resource Manager, exempt |
| Wasilla | 24.83 | 33.03 | Human Resource Generalist, less duties |

Community Recreation Coordinator

Develops and administers a program of community activities and projects of an educational and recreational nature for the benefit of the community.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Cordova | 20.32 | 29.75 | Director of Parks and Recreation, exempt, more duties |
| Homer | 23.81 | 36.95 | Exempt |
| Kenai Peninsula Borough | 34.41 | 46.46 | Recreation Director-North Pen Recreation Service Area, more duties |
| Kodiak | 30.29 | 41.73 | Parks & Recreation Director, more duties |
| Seward | 26.60 | 36.66 | Parks & Recreation Director, Recreation Center, Sports, Parking, Campgrounds and Parks, exempt |
| Sitka | 21.86 | 30.89 | Parks & Recreational Manager, exempt-more duties |
| Soldotna | 20.53 | 29.22 | Community Schools & Recreation Coordinator |
| Unalaska | 33.08 | 46.55 | Director of Parks, Culture and Recreation, exempt, more duties |
| Wasilla | 42.35 | 56.34 | Cultural & Recreation Services Manager, Library/Museum and Recreation programs, exempt |

Systems Manager

Responsible for overall city-wide operation, management, and control of IT and telecom resources. Develops documentation, trains staff, and performs system monitoring and management. Responsible for day-to-day support, operation and various planning aspects of the City's IT network. Bachelor's degree in related field. Five years experience managing complex network computer systems.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Fairbanks | 36.18 | 40.20 | IT Manager, exempt |
| Homer | 27.59 | 42.82 | Exempt |
| Kenai Peninsula Borough | 36.81 | 49.81 | Exempt |
| Kodiak | 26.30 | 36.26 | Information Systems Administrator |
| Seward | 26.60 | 36.66 | Telephones, security cameras, exempt |
| Sitka | 27.89 | 39.41 | Information Systems Director, exempt |
| Soldotna | 24.19 | 34.43 | Municipal Information Systems Manager |
| South Peninsula Hospital | 28.85 | 48.08 | IT Manager, exempt |
| Unalaska | 27.35 | 39.64 | Information Systems Supervisor, exempt |
| Wasilla | 24.83 | 33.03 | IT Network Support Specialist, exempt |

Assistant Systems Manager

Assists the Systems Manager with the overall operation of IT resources in the city.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|-------------------------------------|
| Fairbanks | 32.50 | 36.11 | Network Administrator, exempt |
| Homer | 17.48 | 27.14 | |
| Kenai Peninsula Borough | 30.94 | 39.76 | IT/Network Administrator |
| Seward | 20.78 | 28.65 | Computer Technician I |
| Sitka | 22.95 | 32.43 | Information Systems Analyst, exempt |
| Unalaska | 23.47 | 29.74 | Computer Specialist |

CITY CLERK'S

City Clerk

Performs statutory responsibilities of municipal clerk as prescribed in/by State law and City ordinance; administers elections, records management and general public information. Municipal Clerks Certification required.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Cordova | | 31.88 | Contract, exempt, 1 year employee |
| Fairbanks | | 32.15 | Exempt, 4 years |
| Homer | 29.04 | 45.09 | Exempt |
| Kenai | 18.99 | 38.85 | Contract, exempt, 20 years, car allowance \$30 per month |
| Kenai Peninsula Borough | 34.41 | 46.46 | Exempt, Borough Clerk, car allowance |
| Kodiak | 30.29 | 41.76 | Contract, exempt, 11 years |
| Palmer | | 40.38 | Contract, exempt, 7 year employee |
| Seward | | 30.74 | Contract, exempt, 10 year employee |
| Sitka | 27.89 | 39.41 | Exempt, Municipal Clerk |
| Soldotna | 28.93 | 41.17 | Exempt, bachelors degree required |
| Unalaska | 33.08 | 46.55 | Exempt, certification not required |
| Wasilla | 42.35 | 56.34 | Exempt |

Deputy City Clerk II

Assists the City Clerk. Acts as recording clerk to Council, Commissions and Advisory Committees to the Council. Provides staff support to Council and Commissions as assigned. Assists with elections. Acts as City Clerk in her absence. Three years clerical experience.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Fairbanks | | 24.72 | Deputy Clerk II, certified clerk, licensing, cash receipting, ticket processing. |
| Homer | 21.47 | 33.36 | |
| Kenai Peninsula Borough | 30.00 | 40.50 | Deputy Borough Clerk |
| Seward | 17.92 | 25.95 | Deputy City Clerk |
| Sitka | 20.82 | 29.41 | Deputy City Clerk |
| Unalaska | 23.19 | 32.62 | |
| Wasilla | 24.83 | 33.03 | |

Deputy City Clerk I

Performs a full range of administrative duties. Assists the City Clerk. Acts as recording clerk for commissions and committees as assigned. Two years clerical experience.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Cordova | 15.24 | 22.28 | Deputy Clerk |
| Fairbanks | 18.88 | 20.22 | Clerk/Cashier, cashiering, licensing, ticket processing. |
| Homer | 18.30 | 28.40 | |
| Kenai | 9.62 | 11.54 | Part-time Department Assistant II |
| Kenai Peninsula Borough | 18.01 | 24.75 | Borough Clerk Secretary |
| Kodiak | 19.92 | 27.46 | |
| Palmer | 20.84 | 28.51 | |
| Seward | 12.65 | 18.37 | Administrative Assistant |
| Sitka | 20.82 | 29.41 | Assistant Clerk |
| Unalaska | 19.31 | 24.46 | City Clerk Administrative Assistant |

PLANNING AND ZONING

City Planner

Responsible for management of planning, zoning, central permitting and land development functions. Bachelor's degree in Planning or equivalent field. Four years experience in planning or closely related field. AICP preferred.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Cordova | 26.42 | 38.47 | Planner, exempt |
| Homer | 29.04 | 45.09 | Exempt |
| Kenai | 29.82 | 35.78 | Planner, Car allowance \$30 per month, responsible for GIS, computer support |
| Kenai Peninsula Borough | 36.81 | 49.70 | Planning Director, exempt, car allowance |
| Palmer | 31.96 | 43.73 | Community Development Director, exempt |
| Seward | 24.10 | 33.22 | Exempt |
| Sitka | 29.28 | 41.38 | Planning Director, exempt |
| Soldotna | 26.57 | 37.81 | Exempt |
| Unalaska | 33.08 | 46.55 | Director of Planning, exempt |
| Wasilla | 28.93 | 38.48 | Exempt |

Planning Technician I/Code Compliance

Responsible for enforcement of City zoning and land use ordinances. Assists the City Planner in performing the duties of the Planning and Zoning Division. Provides technical information on planning and zoning issues. Bachelor's degree in planning or equivalent. Three years experience. Knowledge of planning issues

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---|
| Cordova | 17.27 | 24.71 | Assistant Planner |
| Homer | 22.26 | 34.56 | |
| Kenai Peninsula Borough | 25.26 | 32.45 | Code Compliance Officer |
| Palmer | 16.37 | 22.40 | |
| Sitka | 20.82 | 29.41 | Planner I, exempt |
| Unalaska | 25.55 | 35.97 | Planning Administrator, also GIS duties |
| Wasilla | 24.64 | 35.95 | Code Compliance Officer |

Planning Technician I/GIS

Responsible for ongoing operation of the Geographic Information System including programming and documentation, graphic and related data input and production of GIS products and maps. Assists the City Planner in performing the duties of the Planning and Zoning Division. Bachelor's degree in Planning or Geography. Two years experience with GIS, ArcView/Arc Info software.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---------------------------------------|
| Homer | 23.04 | 35.75 | |
| Kenai Peninsula Borough | 23.60 | 30.33 | Senior GIS Technician |
| Soldotna | 21.21 | 31.56 | Enforces zoning & land use ordinances |

Planning Clerk

Provides administrative and technical support for the Planning and Zoning Division. Primary day-to-day public contact person for City planning, permitting, addressing, general land use information, zoning and development issues. Two years office experience.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---------------------------------------|
| Homer | 15.84 | 24.61 | |
| Kenai | 22.25 | 26.71 | Acts as Planner as needed |
| Kenai Peninsula Borough | 16.83 | 21.63 | Senior Clerk Typist-Planning |
| Seward | 15.82 | 21.83 | Community Development Admin Assistant |
| Unalaska | 15.88 | 20.12 | Planning Administrative Assistant |
| Wasilla | 20.52 | 27.30 | More duties |

LIBRARY

Library Director

Responsible for directing the operations of the library to ensure quality library service to the community. Graduate degree in Library and Information Science. Five years professional library experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--|
| Cordova | 22.35 | 32.70 | Information Services Director, exempt |
| Homer | 28.33 | 43.96 | Exempt |
| Kenai | 32.88 | 39.46 | Car allowance \$30 per month |
| Kodiak | 30.29 | 41.76 | Exempt |
| Palmer | 31.96 | 43.73 | Community Services Director, exempt |
| Seward | 24.10 | 34.90 | Exempt, oversees Museum & Historic Preservation Commission |
| Sitka | 25.29 | 35.74 | Library Director, exempt |
| Soldotna | 26.57 | 37.81 | Exempt |
| Unalaska | 29.58 | 41.62 | Librarian, exempt |
| Wasilla | 26.30 | 34.98 | Exempt |

Library Technician III

Under limited supervision, performs and has oversight of technical services including collection development and maintenance, cataloging, and interlibrary loan services. Performs advanced reference, research and circulation function. Bachelors degree or equivalent education and experience.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|-----------|
| Cordova | 14.28 | 19.53 | Librarian |
| Homer | 19.10 | 29.66 | |

| | | | |
|----------|-------|-------|-------------------------------------|
| Kenai | 21.20 | 25.44 | Library Assistant II |
| Kodiak | 19.92 | 27.46 | Senior Library Assistant/Supervisor |
| Seward | 15.43 | 21.30 | |
| Sitka | | 30.57 | Library Tech Services Manager |
| Soldotna | 18.56 | 26.41 | Assistant Librarian |
| Wasilla | 24.83 | 33.03 | Youth Services Librarian |

Library Technician II

Performs library tasks in connection with public service such as reference, reader's advisory, backup interlibrary loan services and circulation. Collection development and maintenance, acquisitions, and cataloging. Associates degree or equivalent education and experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Cordova | 14.28 | 19.53 | Program Leader & Youth Services Librarian |
| Homer | 17.48 | 27.14 | |
| Kenai | 18.31 | 21.97 | Administrative Assistant I |
| Kodiak | 19.03 | 26.24 | Library Assistant/Non-Supervisor |
| Seward | 13.63 | 18.83 | |
| Sitka | | 20.16 | Senior Library Assistant |
| Soldotna | 15.26 | 21.73 | Library Clerk II |
| Wasilla | 20.52 | 27.30 | Interlibrary Loan Coordinator |

Library Technician I

Responsible for staffing the public service desk, shelving materials and assisting library patrons. Associates degree or equipment education and experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--------------------------------------|
| Homer | 15.00 | 23.32 | |
| Palmer | 11.92 | 16.30 | |
| Seward | 13.97 | 19.30 | Library/Museum Assistant |
| Sitka | | 15.39 | Library Assistant |
| Soldotna | 13.74 | 19.55 | Library Clerk I |
| Unalaska | 15.88 | 20.12 | More duties, does not require degree |
| Wasilla | 14.13 | 18.80 | Library Aide |

Library Aide

Under general supervision assists the public with basic library services, shelves materials accurately. High School diploma or GED, library experience desired.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|----------------|
| Cordova | 12.24 | 16.74 | Library Clerk |
| Homer | 13.35 | 20.73 | |
| Kenai | 15.71 | 18.85 | |
| Kodiak | 12.86 | 17.73 | Library Clerk |
| Palmer | 10.42 | 14.26 | |
| Seward | 10.39 | 12.98 | |
| Wasilla | 9.81 | 13.06 | Library Helper |

FINANCE

Finance Director

Responsible for control and administration of city's funds and assets. Directs the preparation of budget and financial reports. Performs investment analyses and makes investment recommendations. Serves as Municipal Treasurer. Bachelor's degree in business finance or accounting. Ten years experience in governmental fund accounting.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Cordova | 26.42 | 38.47 | Exempt |
| Fairbanks | 40.39 | 44.88 | Contract, exempt, 3 years, CFO |
| Homer | 30.51 | 47.34 | Exempt, car allowance |
| Kenai | 44.11 | 52.94 | Car allowance \$30 month, supervises operation of computer systems. |
| Kenai Peninsula Borough | 39.41 | 55.17 | Exempt, car allowance |
| Kodiak | 36.70 | 50.61 | Exempt |
| Palmer | 31.96 | 43.73 | Exempt, Director of Administration, oversees IT. Current employee \$45.26 in longevity |
| Seward | 35.77 | 51.79 | Exempt, oversees hospital, long term care and city owned electrical utilities budgets. |
| Sitka | 41.21 | 58.23 | Contract, non-exempt |
| Soldotna | 33.47 | 47.63 | Exempt |
| South Peninsula Hospital | 40.87 | 57.69 | Contract, exempt, CFO |
| Unalaska | 34.74 | 48.87 | Exempt, car |
| Wasilla | 42.35 | 56.34 | Exempt |

Accounting Supervisor

Supervises day-to-day city wide accounting and auditing, performs more complex accounting and auditing functions of specialized accounts and records, assists in preparation of financial statements, records and reports, supervises staff performing technical accounting functions. Serves as Deputy Treasurer. Bachelor's degree in accounting. Five years of accounting experience with three years as full charge accountant.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|---|
| Fairbanks | 35.15 | 39.05 | Exempt, 3 years, Controller |
| Homer | 26.82 | 41.66 | Exempt |
| Kenai Peninsula Borough | 33.18 | 37.35 | Exempt |
| Kodiak | 26.30 | 36.26 | Senior Accountant |
| Palmer | 25.31 | 34.63 | Deputy Director of Administration, exempt |
| Seward | 22.94 | 33.22 | Exempt |
| Sitka | 39.35 | 55.46 | Deputy Finance Director, exempt |
| South Peninsula Hospital | 28.85 | 48.08 | Controller, exempt |
| Unalaska | 29.58 | 41.62 | Treasurer/Controller, exempt |
| Wasilla | 38.50 | 51.22 | Controller, exempt |

Accounting Technician IV

Responsible for reconciling accounts receivable and preparing audit schedules. Responsible for billing and collection of city-wide accounts receivables. Coordinates and initiates collections, small claim filings, bad debt judgments and harbor vessel impounds. Five years experience in accounting functions, two year degree in accounting desired.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Fairbanks | 32.95 | 36.61 | GL Grants Administrator, GL reconciliation |
| Homer | 22.26 | 34.56 | |
| Kenai Peninsula Borough | 18.00 | 23.14 | Audit Specialist |
| Seward | 19.30 | 26.60 | Accounting Tech III, more duties |

| | | | |
|--------------------------|-------|-------|---------------------------------------|
| Sitka | 25.29 | 35.74 | Senior Accountant |
| South Peninsula Hospital | 21.63 | 33.65 | Financial Analyst 2, more duties |
| Unalaska | 25.88 | 32.79 | Senior Accountant, AP/General Billing |
| Wasilla | 22.57 | 30.03 | Staff Accountant |

Accounting Technician III

Prepares, records and reconciles bi-weekly payroll. Records and reconciles project/grant accounting records, assists with budget and audit schedule preparation. Five years experience in full charge accounting.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|---|
| Cordova | 19.14 | 28.03 | Finance Management Assistant, exempt |
| Fairbanks | 24.71 | 27.45 | Senior Accountant, less duties works with AP/AR in audit preparation |
| Homer | 19.90 | 30.89 | |
| Kenai | 29.82 | 35.78 | Accountant, payroll, records/reconciles land payments, airport leases, landings & car rental fees, personnel functions, quarterly tax reports, budget & report Senior Center grant program. |
| Kenai Peninsula Borough | 22.06 | 26.49 | General Accounts Specialist-Payroll |
| Kodiak | 24.98 | 33.06 | General Accountant |
| Seward | 17.48 | 24.10 | Accounting Tech II |
| Sitka | 18.88 | 26.88 | Payroll Specialist |
| Soldotna | 21.21 | 30.18 | Accounting Clerk III |
| South Peninsula Hospital | 19.23 | 26.44 | Financial Analyst 1 |
| Unalaska | 21.29 | 26.97 | Accounting Assistant II, Payroll |
| Wasilla | 18.65 | 24.82 | Finance Clerk II, less duties |

Accounting Technician II

Responsible for ambulance billing and maintaining privacy and confidentiality for patient medical information. Prepares, maintains and bills city wide accounts receivables including utilities, assessments, port/harbor, public works and miscellaneous billings. Four years general office accounting experience. Medical billing experience desired.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Fairbanks | 21.84 | 24.27 | Accounting Specialist |
| Homer | 19.10 | 29.66 | |
| Kenai | 22.25 | 25.44 | Accounting Technician I, more duties. |
| Kenai Peninsula Borough | 22.06 | 26.49 | General Accounts Specialist-Accounts Payable |
| Palmer | 20.84 | 28.51 | |
| Seward | 17.48 | 24.10 | Also oversees electrical utilities billing |
| South Peninsula Hospital | 16.35 | 23.16 | Patient Accounts Representative 3 |
| Wasilla | 18.65 | 24.82 | Finance Clerk II |

Accounting Technician I

Processes and maintains accounting records and transactions for accounts payable. Maintains fixed asset files. Provides back up to Customer Service Cashier. Three years accounting experience.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|------------------------------------|
| Homer | 15.84 | 24.61 | |
| Kenai | 22.25 | 25.44 | |
| Kenai Peninsula Borough | 18.01 | 23.14 | Accounting Clerk |
| Kodiak | 16.64 | 22.94 | Accounting Technician/AP/Ambulance |
| Palmer | 17.87 | 24.44 | |

| | | | |
|--------------------------|-------|-------|-------------------------|
| Seward | 15.43 | 21.30 | |
| South Peninsula Hospital | 16.34 | 23.13 | Accounting Technician 3 |
| Unalaska | 17.52 | 22.19 | Accounting Assist I, AP |
| Wasilla | 14.13 | 18.80 | Finance Clerk I |

Customer Service Cashier

Posts all accounts receivable payments, answers and directs incoming calls and visitors to City Hall, prepares utility connects and disconnects, provides accounting support and responds to questions regarding billings. Three years office experience.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|---|
| Cordova | 15.30 | 20.92 | Utilities/AR Clerk |
| Homer | 16.67 | 25.87 | |
| Kenai | 19.23 | 23.07 | Department Assistant II, half time position |
| Kenai Peninsula Borough | 18.00 | 23.14 | Receptionist-Account Clerk Revenue |
| Kodiak | 16.64 | 22.94 | Accounting Technician/Cashier |
| Palmer | 13.40 | 20.32 | |
| Seward | 14.68 | 20.27 | |
| Soldotna | 13.74 | 19.55 | Receptionist |
| South Peninsula Hospital | 15.92 | 22.55 | Patient Account Representative 2 |
| Wasilla | 14.13 | 18.80 | Finance Clerk I |

POLICE

Chief of Police

Supervises and directs the activities of the Police Department. Ten years police experience. Requires Advanced Certification from Alaska Police Standards.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--|
| Cordova | 26.42 | 50.00 | Exempt, car |
| Fairbanks | 44.17 | 49.08 | Contract, exempt, car, clothing allowance |
| Homer | 30.51 | 47.34 | Exempt, car |
| Kenai | 41.96 | 50.35 | Certification pay \$150, Uniform allowance \$800 annually. |
| Kodiak | 36.70 | 50.61 | Exempt |
| Palmer | 29.06 | 41.15 | Exempt, car, clothing allowance |
| Seward | 33.22 | 48.10 | Exempt, car |
| Sitka | 32.39 | 45.62 | Exempt, Police Chief |
| Soldotna | 34.87 | 49.03 | Exempt, \$1200 annual uniform allowance |
| Unalaska | 34.74 | 48.87 | Exempt, car, uniform, Director of Public Safety |
| Wasilla | 42.35 | 56.34 | Exempt |

Lieutenant/Community Jail Administrator

Supervises and assists in directing activities of police department and jail. Acts as Chief of Police in his absence. Eight years police experience. Requires Advanced Certification from Alaska Police Standards.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--|
| Fairbanks | | 43.28 | Car, clothing allowance, no jail services, Deputy Police Chief |
| Homer | 28.33 | 43.96 | Car |
| Kenai | 36.26 | 43.51 | Certification pay \$150, uniform allowance \$800 annually. |

| | | | |
|----------|-------|-------|---|
| Kodiak | 28.88 | 39.82 | Exempt, Lieutenant |
| Palmer | 25.31 | 35.84 | Car, clothing |
| Seward | 28.65 | 39.48 | Exempt, car, clothing allowance |
| Sitka | 26.56 | 37.53 | Exempt |
| Unalaska | 32.43 | 42.30 | Uniform, car, First Sergeant, supervises corrections, police and dispatch |
| Wasilla | 35.00 | 46.56 | Exempt, no jail |

Police Sergeant

Responsible for detailed daily assignments and direction of all patrol functions including patrol assignments and work schedules. Responsible for conducting investigations. Also performs general duty police work. Seven years police experience. Requires Intermediate Certification from Alaska Police Standards.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--|
| Fairbanks | 31.00 | 36.50 | Car, clothing allowance, no investigations |
| Homer | 26.09 | 40.50 | Car, uniform |
| Kenai | 32.88 | 39.46 | Certification pay \$150, uniform allowance \$800 annually. |
| Kodiak | 25.11 | 34.62 | |
| Palmer | 23.81 | 32.61 | Car, clothing allowance |
| Seward | 25.32 | 34.90 | Car, clothing allowance |
| Sitka | | 36.79 | |
| Soldotna | 27.97 | 39.21 | Uniform allowance \$1200 annual |
| Unalaska | 31.49 | 41.07 | Uniform |
| Wasilla | 30.43 | 44.38 | |

Police Officer III

General duty police work. Ten years experience as police officer. Associates degree or equivalent in experience and education in police related field. Requires Advanced Certification from Alaska Police Standards.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|-------------------------|
| Fairbanks | | 33.11 | Car, clothing allowance |
| Homer | 23.81 | 36.95 | Car, uniform |
| Seward | 24.10 | 30.10 | Car, clothing allowance |
| Sitka | | 26.71 | |
| Wasilla | 27.38 | 39.94 | Investigator |

Police Officer II

General duty police work. Five years experience as police officer. Requires Intermediate Certification from Alaska Police Standards.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|-------------------------|
| Fairbanks | 26.50 | 32.80 | Car, clothing allowance |
| Homer | 23.04 | 35.75 | Car, uniform |
| Palmer | 22.34 | 30.59 | Car, clothing allowance |
| Seward | 22.94 | 28.65 | Car, clothing allowance |
| Wasilla | 24.64 | 35.95 | |

Police Officer I

General duty police work. Four years experience in work requiring public contact. Basic certification from Alaska Police Standards within 14 months of hire.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|---|
| Cordova | 20.40 | 27.89 | Car |
| Fairbanks | 22.53 | 25.18 | Car, clothing allowance |
| Homer | 22.26 | 34.56 | Car, uniform |
| Kenai | 29.82 | 35.78 | Patrolman, uniform allowance \$800 annually, certification pay. |
| Kodiak | 21.84 | 30.12 | Police Officer/Detective |
| Palmer | 22.34 | 30.59 | Car, clothing allowance |
| Seward | 21.83 | 27.27 | Car, clothing allowance |
| Soldotna | 22.47 | 31.98 | Uniform allowance \$1200 annual |
| Unalaska | 26.70 | 34.86 | Uniform |
| Wasilla | 22.18 | 32.35 | |

Jail Officer

Performs basic security work in the community jail setting. Responsible for prisoner welfare. Represents city/state at court arraignments and other initial proceedings. Two years experience in work requiring public contact. Graduation from a law enforcement or correction academy that meets the current Alaska Police Standards Council standards or graduation from a 120 hour Community Jail Officer training program within 12 months of hire.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|------------------------------|
| Homer | 19.10 | 29.66 | Uniform allowance |
| Kodiak | 22.88 | 31.55 | Corrections Sergeant |
| Seward | 17.05 | 23.51 | Clothing allowance |
| Sitka | | 23.07 | |
| Unalaska | 23.59 | 30.79 | Uniform, Corrections Officer |

Lead Dispatcher

Responsible for all aspects of dispatch operations including scheduling, training, records storage and disposal. Occasionally monitors prisoners for welfare checks. Receives and dispatches calls of administrative and emergency nature for police, fire/ambulance, state troopers, fish and wildlife protection and state parks. Performs clerical duties for the department as required. Eight years of dispatch experience. Supervisory experience.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Fairbanks | 34.81 | 38.68 | Emergency Dispatch Center Manager, more duties, oversees dispatch center |
| Homer | 23.81 | 36.95 | Uniform allowance |
| Kenai | 24.54 | 29.45 | Dispatch Supervisor, Uniform allowance \$300 annually. |
| Kenai Peninsula Borough | 25.26 | 32.46 | 911 Dispatcher Shift Supervisor |
| Kodiak | 22.88 | 31.55 | Communications Sergeant |
| Palmer | 22.34 | 30.59 | Clothing allowance |
| Seward | 18.83 | 25.95 | Dispatch Supervisor, clothing allowance |
| Sitka | | 29.76 | Dispatch and Records Supervisor |
| Unalaska | 23.42 | 30.55 | Uniform, Communications Sergeant |
| Wasilla | 22.18 | 32.35 | Dispatch Supervisor |

Public Safety Dispatcher II

Receive and assimilate calls of administrative and emergency nature for police, fire/ambulance, state troopers, fish and wildlife protection, and state parks. Occasionally responsible for welfare of prisoners. Performs clerical duties. Four years experience as a public safety dispatcher.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|----------------------------|
| Cordova | 16.32 | 22.31 | Dispatch II |
| Fairbanks | 23.14 | 24.50 | Dispatcher |
| Homer | 19.10 | 29.66 | Clothing allowance |
| Kenai Peninsula Borough | 23.60 | 30.33 | 911 Dispatcher II |
| Palmer | 19.36 | 26.49 | Clothing allowance |
| Seward | 17.05 | 23.51 | Clothing allowance |
| Sitka | | 19.49 | Dispatch and Records Clerk |
| Wasilla | 19.97 | 29.12 | Emergency Dispatcher |

Public Safety Dispatcher I

Receive and assimilate calls of administrative and emergency nature for police, fire/ambulance, state troopers, fish and wildlife protection, and state parks. Performs clerical duties. At least two years experience in clerical duties with public contact required. Entry level position.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Cordova | 15.30 | 20.92 | Communications Clerk |
| Fairbanks | 19.62 | 23.14 | Dispatcher |
| Homer | 17.48 | 27.14 | Clothing allowance |
| Kenai | 21.20 | 25.44 | Dispatcher, uniform allowance \$300 annually |
| Kenai Peninsula Borough | 22.06 | 28.35 | 911 Dispatcher I |
| Kodiak | 18.19 | 25.08 | Communications Officer |
| Palmer | 17.87 | 24.44 | Clothing allowance |
| Unalaska | 22.74 | 29.66 | Uniform, Communications Officer |
| Wasilla | 17.97 | 26.21 | Call Taker |

FIRE

Fire Chief

Supervises the Fire Department to provide fire protection services, emergency medical services and comprehensive emergency management and prevention services for the City. 10 years fire service experience. Certified as Firefighter I, Fire Instructor Level II, EMT III, EMT I Instructor, Graduation from National Fire Academy's Executive Fire Officer Program, Bachelors Degree.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---|
| Fairbanks | 44.48 | 49.42 | Contract, exempt, car, clothing, 10 years |
| Homer | 30.51 | 47.34 | Exempt, vehicle, clothing |
| Kenai | 39.55 | 47.95 | Uniform allowance \$500 annually |
| Kenai Peninsula Borough | 30.00 | 49.70 | Exempt, vehicle |
| Kodiak | 34.97 | 48.22 | Exempt, 3 years |
| Palmer | 29.16 | 39.76 | Exempt, car |
| Seward | 29.37 | 42.52 | Building Official, exempt, car |
| Sitka | 32.39 | 45.62 | Vehicle |
| Unalaska | 29.58 | 41.62 | Car, clothing |

Assistant Fire Chief

Assists the Fire Chief with supervising the activities of emergency services including fire, rescue, emergency medical services and personnel, and emergency training. Supervises volunteer emergency personnel. Eight years experience. Associates Degree, Certified as Firefighter I, Fire Instructor Level II, EMT III, EMT I Instructor.

| City | Starting Salary | Ending Salary | Comments |
|----------------------------|------------------|------------------|--|
| Cordova | 20.32 | 29.75 | Fire Marshall, exempt |
| Fairbanks | 36.55 | 40.61 | Exempt, Deputy Fire Chief, no volunteers |
| Homer | 26.82 | 41.66 | Clothing |
| Kenai Peninsula Borough | 28.04 | 43.39 | Exempt |
| Kodiak 2080 hr estimate | 18.04 (23.97) | 24.88 (33.06) | Fire Lieutenant, pay is on platoon system, 2764 hours/year, 24 on 48 off |
| Palmer | 22.34 | 30.59 | Training Coordinator |
| Seward | 25.95 | 35.77 | Deputy Fire Chief, exempt |
| Sitka | 22.95 | 32.43 | |

Emergency Services Specialist III

Responds to emergency calls as Senior Firefighter-Advanced Life Support EMT and provides training, administrative, maintenance and support services to the Fire Department. Seven years experience with emergency services. Certified as Firefighter II, Fire Service Instructor II, Fire Officer I, EMT III, EMT I Instructor. Associates Degree or equivalent experience/college credit hours.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|------------------|------------------|---|
| Fairbanks | 25.12 | 26.88 | Firefighter III/Paramedic |
| Homer | 23.04 | 35.75 | Clothing |
| Kenai | 29.82 | 35.78 | Captain |
| Kenai Peninsula Borough | 28.57 | 35.53 | Engineer/Paramedic II (salary estimated by 2285.88/2742.21 biweekly/2080 hr per year) |
| Kodiak 2080 estimate | 14.99 (19.92) | 20.67 (27.47) | Firefighter/EMT III, Platoon system, 2764 hrs/year 24 on 48 off |
| Sitka | 21.86 | 30.89 | EMS/Fire Captain |
| Unalaska | 29.10 | 37.96 | EMS Captain |

Emergency Services Specialist II

Responds to emergency calls as Senior Firefighter-Advanced Life Support EMT and provides training, administrative, maintenance and support services to the Fire Department. Five years experience with emergency services. Certified as Firefighter II, Fire Service Instructor I/and or EMT I Instructor, EMT III. Associates Degree or equivalent experience/college credit hours.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|------------------|------------------|--|
| Fairbanks | 21.14 | 22.90 | Firefighter II |
| Homer | 22.26 | 34.56 | Clothing |
| Kenai | 28.41 | 34.10 | Engineer |
| Kenai Peninsula Borough | 26.57 | 34.15 | Engineer/Paramedic I (salary estimated by 2125.86/2731.85 biweekly/2080 hr per year) |
| Kodiak 2080 estimate | 14.32 (19.03) | 19.75 (26.24) | Firefighter/EMT II, Platoon system 2764 hr/year 24 on 48 off |
| Sitka | | 23.90 | Fire Engineer |
| Unalaska | 23.59 | 30.79 | Fire Captain |

Emergency Services Specialist I

Responds to emergency calls as Senior Firefighter-Advanced Life Support EMT and provides training, administrative, maintenance and support services to the Fire Department. Three years experience with emergency services. Certified as Firefighter I, EMT III.

| City | Starting Salary | Ending Salary | Comments |
|----------------------------|------------------|------------------|---|
| Fairbanks | 17.92 | 19.68 | |
| Homer | 20.71 | 32.13 | Clothing |
| Kenai | 25.75 | 30.91 | Firefighter |
| Kenai Peninsula Borough | 23.81 | 27.85 | Firefighter/EMT III (salary estimated by 1905.09/2228.11 biweekly/2080 hr per year) |
| Kodiak 2080 hr estimate | 13.69 (18.19) | 18.88 (25.09) | Firefighter I/EMT I, platoon system 2764 hrs/year 24 on 48 off |

Department Services Coordinator

Coordinates the day-to-day administrative, maintenance and support services of the Emergency Services Division and assists the Fire Chief as an administrative assistant. Responds to emergency calls as a Firefighter-EMT. Three years experience with emergency services. Certified as Firefighter I and EMT I.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|---|
| Cordova | 18.36 | 25.10 | Firefighter/Medic, less duties |
| Homer | 22.26 | 34.56 | |
| Kenai | 20.20 | 24.24 | Administrative Assistant I, office work |
| Kodiak | 13.99 | 19.28 | Department Assistant, office work |
| Seward | 15.82 | 21.83 | Administrative Assistant, office work |
| Sitka | | 16.97 | Office Assistant, office work |

PUBLIC WORKS

Public Works Director/Engineer

Supervises the inspection, construction, operation and maintenance of all water/wastewater utility systems, streets, vehicles, and other city owned buildings, grounds and equipment. Provides professional engineering services for Public Works and other city departments. Bachelors degree in civil engineering or closely related field. Five years experience in public works construction and maintenance, including water and wastewater utilities.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---|
| Cordova | 26.42 | 38.47 | Exempt, Public Works Director no engineering |
| Fairbanks | 40.68 | 45.18 | Contract, exempt, 4 years |
| Homer | 30.51 | 47.34 | Exempt, car |
| Kenai | 41.96 | 50.35 | |
| Kenai Peninsula Borough | 36.82 | 49.70 | Exempt, Capital Projects Director, car allow. |
| Kodiak | 31.77 | 43.80 | Exempt, City Engineer |
| Kodiak | 36.70 | 50.61 | Exempt, Public Works Director |
| Palmer | 31.96 | 45.26 | Exempt, car |
| Seward | 32.41 | 46.93 | Exempt, car, Public Works Director |
| Sitka | | 49.52 | Exempt |
| Soldotna | 31.88 | 45.38 | Exempt, City Engineer |
| Unalaska | 34.74 | 48.87 | Exempt, car, no utilities |
| Wasilla | 42.35 | 56.34 | Exempt, Public Works Director |

Superintendent

Supervises the operation, maintenance and construction of city public facilities including water and wastewater lines, all service connections, lift stations, fire hydrants, pressure reducing stations, street and road maintenance, snow removal, parks and recreation facilities, city owned buildings, harbor facilities maintenance, grounds and equipment. Five years experience in public works construction and maintenance.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--|
| Homer | 26.82 | 41.66 | Car |
| Kenai Peninsula Borough | 36.82 | 49.70 | Exempt, Maintenance Director, more duties |
| Kodiak | 27.56 | 38.00 | PW Maintenance Supervisor |
| Palmer | 25.31 | 34.63 | Deputy Public Works Director |
| Seward | 29.37 | 40.47 | Exempt, more duties |
| Sitka | | 39.37 | Exempt, PW Maintenance Superintendent |
| South Peninsula Hospital | 33.65 | 52.80 | Exempt, Support Services Director, less duties |
| Wasilla | 38.50 | 51.22 | Exempt, Deputy Director PW, oversees water/wastewater division |

Public Works Inspector

Monitors construction job site activities and inspects contractor's work for compliance with contract specifications. Provides inspection services for roads, water, sewer, drainage and driveway installation projects. Prepares request for proposal and construction documents. Five years experience as an inspector on municipal or related construction projects.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--|
| Fairbanks | | 39.06 | Engineer IV, oversees all Engineering projects |
| Homer | 23.81 | 36.95 | |
| Kenai | 28.41 | 29.12 | Building Official |
| Kenai Peninsula Borough | 30.00 | 40.50 | Maintenance Foreman/Projects Manager |
| Kodiak | 25.11 | 34.62 | Building Official |
| Seward | 23.51 | 34.05 | Building/Fire Inspector |
| Soldotna | 22.47 | 31.98 | Building Inspector, building code compliance |
| Unalaska | 29.58 | 41.62 | City Engineer |

Engineering GIS Technician

Performs a variety of technical duties within the Public Works Department under the director of the Public Works Director. Operates and maintains GIS/GPS software water/sewer modeling program. Creates and maintains database for city-wide GIS system. Five years experience planning and designing Public Works projects. AutoCAD drafting and GIS software experience required.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|-----------------------------|
| Fairbanks | | 32.82 | Engineering Tech Supervisor |
| Homer | 23.81 | 36.95 | |
| Sitka | 24.10 | 34.05 | Project Manager, exempt |
| Unalaska | 23.19 | 32.62 | Engineering Technician |

Administrative Assistant

Administrative Assistant to the Public Works Director and is responsible for performing a full range of administrative duties for the Public Works Department. Four years office experience.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--------------------------------|
| Fairbanks | | 21.35 | Records Coordinator/Dispatcher |

| | | | |
|--------------------------|-------|-------|---|
| Homer | 18.30 | 28.40 | |
| Kenai | 22.25 | 26.71 | Administrative Assistant I |
| Kenai Peninsula Borough | 22.06 | 28.35 | Administrative Assistant-Capital Projects |
| Kodiak | 16.64 | 22.94 | |
| Palmer | 14.85 | 20.32 | |
| Seward | 17.05 | 23.51 | PW Technician, GIS, Grants |
| Sitka | 15.53 | 21.95 | Executive Assistant/Office Coordinator |
| Soldotna | 21.21 | 31.56 | |
| South Peninsula Hospital | 16.83 | 24.04 | |
| Unalaska | 19.17 | 24.30 | Data Specialist I |
| Wasilla | 20.52 | 27.30 | PW Clerk |

Receptionist

Responsible for performing a full range of secretarial duties for the Public Works Department. Three years office experience.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|-----------------------------|
| Homer | 15.00 | 23.32 | |
| Kenai Peninsula Borough | 18.00 | 23.14 | Capital Projects Clerk |
| South Peninsula Hospital | 14.40 | 20.39 | Clerk 3 |
| Unalaska | 15.88 | 20.12 | Administrative Assistant II |
| Wasilla | 14.13 | 18.80 | PW Clerical Assistant |

Lead Equipment Operator

Supervises and performs the work of equipment operators who operate heavy equipment for maintenance and construction of streets, drainage ditches, water and wastewater utilities. Assists with maintenance and operational duties including safety, inventory control purchasing, developing system records, and teaching personnel utility system procedures. Five years experience operating heavy equipment with emphasis on graders, excavators, backhoes and front-end loaders.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|---------------------------|
| Cordova | 22.35 | 32.70 | PW Supervisor |
| Fairbanks | | 29.75 | Foreperson |
| Homer | 23.04 | 35.75 | |
| Kenai | 28.41 | 34.10 | Streets Foreman |
| Palmer | 22.34 | 30.59 | Roads and Streets Foreman |
| Seward | 20.78 | 28.65 | Streets Foreman |
| Sitka | | 29.10 | Streets Foreman |
| Soldotna | 22.47 | 31.98 | Lead Maintenance Worker |
| Unalaska | 30.43 | 38.55 | Roads Chief |

Equipment Operator II

Operates heavy and light equipment for maintenance of water and wastewater utilities, city streets and parking lots. Five years experience operating heavy equipment. Extensive operation knowledge of graders, excavators and backhoes

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|--------------------|
| Cordova | 20.40 | 27.89 | |
| Fairbanks | | 25.43 | |
| Homer | 20.71 | 32.13 | |
| Kenai | 27.06 | 32.47 | Lead Operator |
| Kodiak | 21.84 | 30.12 | Equipment Operator |
| Palmer | 19.36 | 27.42 | |

| | | | |
|----------|-------|-------|---------------------------------------|
| Seward | 20.27 | 27.95 | Mechanic/Operator |
| Sitka | | 21.64 | Heavy Equipment Operator |
| Soldotna | 21.21 | 31.56 | Streets & Maintenance Operator/Worker |
| Unalaska | 29.23 | 37.04 | Heavy Equipment Operator |
| Wasilla | 23.02 | 33.15 | Roads Technician II |

Equipment Operator I

Operates heavy and light equipment for maintenance of water and wastewater utilities, city streets and parking lots. Four years experience operating heavy equipment. Entry level position.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--|
| Cordova | 18.36 | 25.10 | |
| Homer | 19.10 | 29.66 | |
| Kenai | 23.36 | 28.04 | Equipment Operator |
| Sitka | | 21.65 | Maintenance Worker (w/w not main duties) |
| Unalaska | 25.42 | 32.20 | Light Equipment Operator |
| Wasilla | 20.04 | 28.85 | Roads Technician I |

Head Mechanic

Maintenance and repair of the City's vehicles including fire, medical and rescue vehicles and their on-board equipment, heavy equipment and other rolling stock and small equipment. Supervises mechanics. Five years experience in heavy equipment mechanical work. Extensive knowledge repairing engines, transmissions, electrical systems and welding. Two year technical school.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|--------------------------------|
| Cordova | 20.40 | 27.89 | Shop Mechanic |
| Fairbanks | | 29.75 | Maintenance Foreperson |
| Homer | 23.04 | 35.75 | |
| Kenai | 29.82 | 35.78 | Shop Foreman |
| Kenai Peninsula Borough | 27.02 | 34.73 | Lead Auto & Diesel Mechanic |
| Kodiak | 23.69 | 33.06 | Shop Supervisor |
| Palmer | 22.34 | 30.59 | Fleet Manager |
| Sitka | | 25.07 | Chief Heavy Equipment Mechanic |
| Unalaska | 30.43 | 38.55 | Maintenance Mechanic Chief |

Mechanic II

Performs maintenance and repair of city vehicles including fire, medical and rescue vehicles and their on-board equipment, heavy equipment, other rolling stock and small equipment. Five years experience with extensive knowledge in repair of light and heavy engines, transmission, electrical and hydraulic systems. Technical training equivalent to two year degree required.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|---------------------------|
| Fairbanks | | 25.43 | Equipment Mechanic |
| Homer | 19.90 | 30.89 | |
| Kenai | 27.06 | 32.47 | |
| Kenai Peninsula Borough | 25.26 | 32.46 | Auto & Diesel Mechanic II |
| Kodiak | 21.84 | 30.12 | Heavy Duty Mechanic |
| Palmer | 19.36 | 26.49 | |
| Sitka | | 25.31 | Heavy Equipment Mechanic |
| Soldotna | 21.21 | 31.56 | Mechanic |
| Unalaska | 29.23 | 37.04 | Heavy Equipment Mechanic |

Mechanic I

Performs maintenance and repair of city vehicles, heavy equipment, other rolling stock and small equipment. Five years experience working on light and heavy engines, transmissions, electrical and hydraulic systems. Entry level position.

| City | Starting Salary | Ending Salary | Comments |
|-------------------------|-----------------|---------------|-----------------------------------|
| Fairbanks | | 24.43 | Light Duty Mechanic |
| Homer | 17.48 | 27.14 | |
| Kenai Peninsula Borough | 23.60 | 32.46 | Automotive & Diesel Mechanic I/II |
| Kodiak | 19.03 | 26.24 | Automotive Mechanic |
| Unalaska | 25.42 | 32.20 | Light Equipment Mechanic |

Building Maintenance Technician II

Responsible for building maintenance of city owned and operated facilities. Supervises building technicians and custodians. Five years experience in maintenance and construction on various type of commercial and/or public buildings. Knowledge of Federal and State Uniform Building, Electrical Standard and Fire Codes.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|--------------------------------------|
| Fairbanks | | 32.82 | Facilities Manager |
| Homer | 23.04 | 35.75 | |
| Kenai | 24.54 | 29.45 | Building Maintenance Lead Technician |
| Kenai Peninsula Borough | 30.00 | 40.50 | Maintenance Foreman |
| Palmer | 16.37 | 22.40 | |
| Sitka | 24.10 | 34.05 | Facilities Manager |
| South Peninsula Hospital | 25.23 | 35.73 | Facilities Engineer 4 |
| Unalaska | 30.43 | 38.55 | Building Maintenance Supervisor |
| Wasilla | 20.04 | 28.85 | Facilities Maintenance Technician |

Building Maintenance Technician I

Performs building maintenance of city owned and operated facilities. Three years experience in maintenance and construction on various type of commercial and/or public buildings. Knowledge of Federal and State Uniform Building, Electrical Standard and Fire Codes.

| City | Starting Salary | Ending Salary | Comments |
|--------------------------|-----------------|---------------|---|
| Cordova | 18.36 | 25.10 | Equipment Operator/Labor Maintenance II |
| Fairbanks | | 25.46 | Trade Specialist |
| Homer | 17.48 | 27.14 | |
| Kenai | 23.36 | 28.04 | |
| Kenai Peninsula Borough | 22.06 | 30.33 | General Maintenance Mechanic I/II |
| Palmer | 22.34 | 30.59 | Electrician, Solid Waste Collector |
| Sitka | | 25.73 | Building Maintenance Specialist |
| South Peninsula Hospital | 19.47 | 27.58 | Facilities Engineer 3 |
| Unalaska | 26.87 | 34.04 | Installation Maintenance Worker |
| Wasilla | 17.02 | 24.51 | Parks and Property Technician I |

Building Custodian

Responsible for custodial services in all city buildings. Two years experience in janitorial work.

| City | Starting Salary | Ending Salary | Comments |
|-----------|-----------------|---------------|-----------|
| Cordova | 15.30 | 20.92 | Janitor |
| Fairbanks | | 21.60 | Custodian |
| Homer | 13.35 | 20.73 | |

| | | | |
|--------------------------|-------|-------|------------------------|
| Kenai Peninsula Borough | 16.83 | 21.63 | Custodian |
| Palmer | 11.92 | 16.30 | Janitor |
| Seward | 16.22 | 20.27 | |
| South Peninsula Hospital | 12.69 | 17.97 | Housekeeper |
| Unalaska | 20.78 | 26.31 | Maintenance Mechanic I |

Parks Maintenance Coordinator

Plans, organizes, supervises and participates in the work of grounds maintenance, cleaning and beautification of City parks, park restrooms and other city properties. Collection of long term parking fees at airport terminal. Organize/supervise city camping programs/fee collection. Supervises summer parks employees. Four years experience with oversight and maintenance of park facilities.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--|
| Cordova | 16.32 | 22.31 | Labor Maintenance II, P & R Dept. |
| Homer | 22.26 | 34.56 | |
| Kenai | 31.32 | 37.58 | Parks and Recreation Director |
| Seward | 19.78 | 27.27 | Parks Operation Supervisor |
| Sitka | | 25.10 | Parks & Grounds Supervisor |
| Soldotna | 22.47 | 31.98 | Operations Supervisor, sport center also |
| Wasilla | 23.02 | 33.15 | Parks & Property Technician II |

Camp Fee Collector (Seasonal)

Responsible for camp fee collections. Maintenance of city parks, campgrounds and misc. city facilities/grounds.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---------------------------------------|
| Homer | 14.18 | 22.04 | |
| Kenai | 10.69 | | Dock Aide, collects dock/parking fees |
| Seward | 13.98 | | Parks Attendant |
| Soldotna | 8.52 | 12.12 | Campground Attendant |

Parks Maintenance Laborer (Seasonal)

Responsible for maintenance of city parks, campgrounds and misc. city facilities/grounds.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|----------------------------|
| Homer | 12.50 | 19.43 | |
| Kenai | 10.69 | | Parks/Beautification Aide |
| Kodiak | 15.92 | 21.95 | Parks Maintenance Worker |
| Palmer | 13.40 | 18.33 | Groundskeeper |
| Seward | 15.05 | | Park Maintenance Worker |
| Soldotna | 13.74 | 19.55 | Parks & Recreation Laborer |

Utilities

Water/Wastewater Utilities Technician III

Responsible for maintenance and repair of water distribution (WD) and wastewater collection (WWC) systems. Supervises W/WW Technicians. Extensive knowledge of maintenance of water and wastewater systems with five years experience in mechanical and structural repairs. State of Alaska DEC Certification Level III in Water Distribution and be able to obtain Wastewater Collection level III within 24 months of hire.

| City | Facility DEC Level | Starting Salary | Ending Salary | Comments |
|----------|--------------------|-----------------|---------------|---|
| Homer | WD-3 WWC-2 | 23.04 | 35.75 | |
| Kenai | WD-2 WWC-3 | 28.41 | 34.10 | Water/Sewer Foreman |
| Seward | WD-2 WWC-2 | 22.94 | 28.65 | Also operates Wastewater Treatment plant |
| Sitka | WD-2 WWC-3 | | 29.79 | Chief Water facilities operator |
| Soldotna | WD-2 WWC-2 | 27.55 | 39.22 | Also operates wastewater plant |
| Wasilla | WD-2 WWC-2 | 23.02 | 33.15 | Also operates wastewater treatment system |

Water/Wastewater Utilities Technician II

Performs maintenance of water distribution and wastewater collection systems. Four years extensive maintenance knowledge of water distribution, pressure reducing stations and wastewater collection systems. State of Alaska Certification Level I in Water Distribution and Wastewater Collection and obtain II within 24 months of hire.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|--------------------------------|
| Cordova | 18.87 | 25.80 | Sewer/Water technician |
| Homer | 20.71 | 32.13 | |
| Kenai | 27.06 | 32.47 | Water/Sewer Lead Operator |
| Palmer | 17.87 | 24.44 | |
| Seward | 21.83 | 27.27 | Also operates wastewater plant |
| Sitka | | 27.68 | Sr. Water Facilities Operator |
| Wasilla | 20.04 | 28.85 | Also operates wastewater plant |

Water/Wastewater Utilities Technician I

Performs maintenance of water distribution and wastewater collection systems. Assists with monthly water meter reads as needed. Three years experience in mechanical and structural repairs. Entry level position. Obtain DEC provisional certificate for water distribution and wastewater collection within 12 months of hire and Level I certification within 12 months of receiving provisional.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|---|
| Cordova | 16.32 | 22.31 | Laborer/Maintenance II, water/sewer dept. |
| Homer | 17.48 | 27.14 | |
| Kenai | 25.75 | 30.91 | Water/Sewer Operator I |
| Seward | 20.78 | 25.95 | Also operates wastewater plant |
| Sitka | | 24.49 | Water Operator |
| Wasilla | 13.70 | 19.73 | Wastewater laborer-entry level |

Water/Wastewater Meter Technician

Responsible for monthly water meter reading and maintenance of all water meters. Performs maintenance of city facilities and water and wastewater system as needed. Three years experience in mechanical and structural repairs.

| City | Starting Salary | Ending Salary | Comments |
|-----------------------------|-----------------|---------------|-------------------------------|
| Homer | 18.30 | 28.40 | |
| Palmer | 19.36 | 26.49 | Meter Reader |
| Seward | 19.78 | 24.70 | Also works in treatment plant |
| Sitka-Electric Meter Reader | | 18.08 | Meter Reader |

Treatment Plant Superintendent

Supervises the overall operation and maintenance of water and wastewater treatment facilities. Requires five years experience operating treatment plants. State of Alaska Water and Wastewater System Operator II certification and able to obtain level III within two years of hire.

| City | Facility DEC Level | Starting Salary | Ending Salary | Comments |
|----------|-----------------------|-----------------|---------------|---|
| Cordova | Water-2 W/Water-3 | 22.35 | 32.70 | Exempt |
| Homer | Water-3 W/Water-2 | 26.82 | 41.66 | Vehicle |
| Kenai | Water-No W/Water-2 | 28.41 | 34.10 | Waste Water Treatment Lead Operator |
| Kodiak | Water-2 W/Water-2 | 27.56 | 38.00 | Exempt |
| Seward | Water-No W/Water-1 | 22.94 | 31.62 | W/WW Operator Foreman |
| Sitka | Water-2 W/Water-2 | 32.29 | 45.62 | Environmental Superintendent, exempt, vehicle |
| Unalaska | Water-2 W/Water-1 | 31.34 | 39.71 | Operator and distribution and collection |
| Wasilla | Water-No W/Water-2 | 30.04 | 39.97 | WD&WC Utility Maintenance Supervisor |

Lead Operator

Operates and maintains water and wastewater treatment facilities. Supervises operation of laboratory. Supervises Treatment Operators. Five years of experience. State of Alaska Water and Wastewater System Operator II certification and able to obtain III within 2 years of hire.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--|
| Homer | 23.04 | 35.75 | |
| Kodiak | 22.88 | 31.55 | Treatment Plant Operator, Level V |
| Palmer | 22.34 | 30.59 | Water Utility Foreman |
| Palmer | 22.34 | 30.59 | Wastewater Utility Foreman |
| Sitka | 29.79 | | Chief Wastewater Facilities Operator |
| Soldotna | 24.19 | 34.43 | W/WW and Distribution & Collection Systems |
| Wasilla | 23.02 | 33.15 | Water Technician II |

Treatment Plant Operator III

Operates and maintains water and wastewater treatment facilities. Five years of experience. State of Alaska Water and Wastewater System Operator III certification required.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Homer | 20.71 | 32.13 | |
| Kenai | 27.06 | 32.47 | Waste Water Treatment Operator |
| Kodiak | 21.84 | 30.12 | Treatment Plant Operator, Level IV |
| Sitka | | 22.73 | Wastewater Facilities Operator |
| Unalaska | 29.95 | 37.93 | Operator & Distribution and Collections |

Treatment Plant Operator II

Operates and maintains water and wastewater treatment facilities. State of Alaska Water and Wastewater System Operator II certification required.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Homer | 19.90 | 30.89 | |
| Kodiak | 20.85 | 28.75 | Treatment Plant Operator, Level III |
| Palmer | 17.87 | 24.44 | |
| Unalaska | 27.35 | 34.65 | Operator and Distribution and Collections |

Treatment Plant Operator I

Operates and maintains water and wastewater treatment facilities. State of Alaska Water and Wastewater System Operator I certification required.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--|
| Homer | 19.10 | 29.66 | |
| Kenai | 25.75 | 30.91 | Sewer Treatment Operator |
| Kodiak | 19.92 | 27.46 | Treatment Plant Operator, Level II |
| Soldotna | 22.47 | 31.98 | Utility/WW Treatment Plant Operator |
| Unalaska | 25.42 | 32.20 | Operator and Distribution and Collection |
| Wasilla | 20.04 | 28.85 | Water Technician I |

Treatment Maintenance Technician II

Performs maintenance on water and wastewater treatment plants. Inspects and repairs heating and ventilation systems. Three years experience in general maintenance background. Water or Wastewater Level 1 certification or equivalent credits within two years of hire.

| City | Starting Salary | Ending Salary | Comments |
|--------|-----------------|---------------|--|
| Homer | 19.10 | 29.66 | |
| Kodiak | 19.03 | 26.24 | Treatment Plant Operator, Level I |
| Sitka | | 34.40 | Water and Wastewater Facilities Mechanic |

PORT AND HARBOR

Port Director/Harbormaster

Responsible for the operation and maintenance of the Port and Harbor, fish dock, ice plant and storage facilities and city owned lands on the Homer Spit. Bachelors Degree or equivalent in experience and education in marine related business administration desired. Five years experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Cordova | 22.35 | 32.70 | Exempt, Harbormaster |
| Homer | 30.51 | 47.34 | Exempt, car |
| Kodiak | 34.97 | 48.22 | Exempt, Harbormaster |
| Seward | 29.37 | 42.52 | Exempt, Harbormaster, supervises Seward Marine Industrial Center (SMIC) |
| Sitka | 27.89 | 39.41 | Exempt, Harbormaster |
| Unalaska | 34.74 | 48.87 | Exempt, car, Port and Harbor Director |

Deputy Harbormaster

Supervises operation of the Port and Harbor to insure smooth, efficient and safe delivery of services to all customers and user groups. Supervisors Harbor Officers. Five years marine background experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Cordova | 18.36 | 25.10 | Harbor Operations Supt. |
| Homer | 26.82 | 41.66 | |
| Kodiak | 27.56 | 38.00 | |
| Seward | 22.38 | 30.85 | Oversees ship lifts, SMIC, port maintenance |
| Sitka | 20.82 | 29.41 | |
| Unalaska | 27.35 | 39.64 | Harbormaster |

Harbor Officer II

Responsible for the safe and efficient operations of the Port and Harbor during assigned shift. Monitors use and security of Port and Harbor facilities. Monitors moorage, electrical usage, grid usage, float and public dock usage. Five years marine experience. Certification at ETT/Defibrillator level, training in marine firefighting.

| City | Starting Salary | Ending Salary | Comments |
|--------|-----------------|---------------|---|
| Homer | 20.71 | 32.13 | |
| Kodiak | 18.19 | 25.08 | Senior Harbor Officer |
| Seward | 20.27 | 27.95 | Harbor Worker II, ship lifts, SMIC, maintenance |

Harbor Officer I

Responsible for the safe and efficient operations of the Port and Harbor during assigned shift. Monitors use and security of Port and Harbor facilities. Monitors moorage, electrical usage, grid usage, float and public dock usage. Four years marine experience. Entry level position.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|---|
| Cordova | 15.30 | 20.92 | Harbor Maintenance I |
| Homer | 19.90 | 30.89 | |
| Kodiak | 15.92 | 21.95 | Harbor Officer |
| Seward | 19.30 | 26.60 | Harbor Worker II, ship lifts, SMIC, port maint. |
| Sitka | | 25.80 | Assistant Harbormaster |
| Unalaska | 19.07 | 24.87 | |

Fish Dock Supervisor

Supervises the operation and maintenance of the fish dock, cold storage and ice production facility. Supervises Fish Dock Operators. Five years experience in maintaining ammonia refrigeration systems, flake ice machines, ice conveying systems or similar equipment. Two years vocational/technical school in refrigeration or equivalent experience.

| City | Starting Salary | Ending Salary | Comments |
|-------|-----------------|---------------|----------|
| Homer | 24.57 | 38.13 | |

Fish Dock Operator

Responsible for maintenance and operation of ice production plant, cold storage facility and related dock systems. Three years experience in maintaining ammonia refrigeration systems, flake ice machines, ice conveying systems or similar equipment. One year vocational/technical school in refrigeration or equivalent experience

| City | Starting Salary | Ending Salary | Comments |
|-------|-----------------|---------------|----------|
| Homer | 19.90 | 30.89 | |

Port Maintenance Technician II/Leadman

Supervises the maintenance, repair and improvements to the Port and Harbor facilities. Supervises port maintenance technicians. Five years experience in a variety of construction skills. Extensive knowledge of work associated with operations and maintenance of small boat harbors is required.

| City | Starting Salary | Ending Salary | Comments |
|--------|-----------------|---------------|----------------------------------|
| Homer | 23.04 | 35.75 | |
| Kodiak | 19.03 | 26.24 | Port Harbor Maintenance Mechanic |
| Sitka | | 29.12 | Harbor Maintenance Supervisor |

Port Maintenance Technician I

Maintenance, repair and improvements to the Port and Harbor facilities. Four years experience with a variety of construction skills.

| City | Starting Salary | Ending Salary | Comments |
|-------|-----------------|---------------|-------------------------------|
| Homer | 17.48 | 27.14 | |
| Sitka | | 21.15 | Harbor Maintenance Specialist |

Administrative Supervisor

Responsible for accounting and billing of all vessels utilizing the harbor or port facilities. Supervises administrative staff. Assists Director with Port and Harbor contracts and leases. Five years office experience.

| City | Starting Salary | Ending Salary | Comments |
|---------|-----------------|---------------|---------------------------------|
| Cordova | 15.30 | 20.92 | Harbor Administrative Assistant |
| Homer | 20.71 | 32.13 | |
| Kodiak | 19.92 | 27.46 | |
| Seward | 17.48 | 24.10 | Senior Administrative Assistant |
| Sitka | | 19.76 | Office Manager |

Administrative Clerk

Maintains appointment calendars for facility and dock usage. Acts as purchasing agent for Port and Harbor. Provides administrative support. Three years office experience.

| City | Starting Salary | Ending Salary | Comments |
|----------|-----------------|---------------|--------------------------|
| Homer | 16.67 | 25.87 | |
| Kodiak | 15.92 | 21.95 | Harbor Dispatch |
| Seward | 14.68 | 20.27 | Administrative Assistant |
| Sitka | | 15.00 | Administrative Assistant |
| Unalaska | 19.36 | 25.26 | |

Administrative Secretary

Responsible for secretarial duties. First point of contact for over the counter transactions and phone calls. Maintains department files. Three years office experience.

| City | Starting Salary | Ending Salary | Comments |
|--------|-----------------|---------------|--------------------------|
| Homer | 16.67 | 25.87 | |
| Kodiak | 16.64 | 22.94 | Administrative Assistant |

Health Insurance Survey

Major Medical Benefits

| City | Deductible Individual | Deductible Family | Out of Pocket Individual | Out of Pocket Family |
|---|-----------------------|-------------------|--------------------------|--------------------------------|
| Cordova Deductible 1500/4500 city reimburses employee 1000/3000 | 500 | 1,500 | 4,000 | 12,000 |
| Fairbanks | 500 | 1,500 | 2,500 | 5,000 |
| Homer | 100 | 300 | 500 | 1,500 |
| Kenai | 200 | 400 | 2,500 | 5,000 |
| Kenai Peninsula Borough | 200 | 600 | 1,250 | 3,750 |
| Kodiak | 500 | 1,500 | 2,000 | \$2,000 Per individual, no max |
| Seward | 250 | 500 | 2,000 | 2,000 each |
| Sitka | 500 | 1,500 | 2,000 | 6,000 |
| Soldotna Deductible 1500/3000 city reimburses employee 1400/2800 | 100 | 200 | 2,500 | 5,000 |
| South Peninsula Hospital | 250 | 750 | 2,500 | 5,000 |
| Unalaska | 100 | 300 | 750 | 2,250 |
| Wasilla | 500 | 1,500 | 2,000 | 6,000 |

Prescription Drug Benefits

| City | Coverage Percentage | Co-Pay Generic-30 day | Co-Pay Brand-30 day | Mail Order Co-Pay Generic-90 | Mail Order Co-Pay Brand- 90 |
|--------------------------|--|-----------------------|---------------------|------------------------------|-----------------------------|
| Cordova | | 10 | 20/40 | 20 | 40/80 |
| Fairbanks | | 15 | 35 | 30 | 70 |
| Homer | | 5 | 15 | 10 | 30 |
| Kenai | | 10 | 20 | 20 | 40 |
| KP Borough | \$100 annual deductible for brand names then 100% coverage, 0 deductible for generic | | | | |
| Kodiak | \$50 deductible | 0 | 15 | 10 | 30 |
| Palmer | | 5 | 15 | 5 | 15 |
| Seward | | 5 | 15 | 5 | 15 |
| Sitka | | 15/25 | 50 | 37/62 | 125 |
| Soldotna | | 10/20 | 35 | 20 | 40/60 |
| South Peninsula Hospital | | 15 | 35 | 15 | 35 |
| Unalaska | 90% | | | | |
| Wasilla | | 0 | 20/30 | 10 | 30 |

Dental Benefits

| City | Individual Deductible | Family Deductible | Percentage Paid | Orthodontia | Maximum Benefits |
|--|-----------------------|-------------------|-----------------|-------------|------------------|
| Cordova | 0 | 0 | 100/80/50 | 1,000 | 2,000 |
| Fairbanks | 500 | 1,500 | 100/80/60 | 2,000 | 5,000 |
| Homer | 50 | 150 | 80/80/80 | 750 | 1,500 |
| Kenai | 50 | 150 | 80/80/50 | No | 1,500 |
| Kenai Peninsula Borough | 50 | 150 | 100/100/50 | No | 1,500 |
| Kodiak *Deductible waived for preventative care | 50 | 50 person | *80/80/50 | No | 1,500 |
| Palmer | 50 | 50 person | 80/80/80 | 1,000 | 2,500 |
| Seward | 50 | 50 person | 80/80/80 | 80% | |
| Sitka | 50 | 150 | 100/80/50 | No | 2,000 |
| Soldotna | 50 | 50 person | 80/50/80 | No | 1,500 |
| South Peninsula Hospital | 100 | 300 | 100/80/50 | No | 3,000 |

| | | | | | |
|----------|----|-----------|-----------|----|-------|
| Unalaska | 0 | 0 | 100/80/50 | No | 1,500 |
| Wasilla | 50 | 50 person | 80/80/50 | No | 1,500 |

Vision Benefits

| City | Exam | Lenses | Frames | Contacts |
|--------------------------|-------|---|--------------|---------------------|
| Cordova | 100% | \$150 lenses/frames/contacts | | |
| Fairbanks | 100% | \$250 lenses/frames/contacts | | |
| Homer | 80% | \$175 lenses/frames \$275 lenticular lenses/frames | | \$125 annually |
| Kenai | 100% | 80% | 80% | \$400 lifetime max |
| Kenai Peninsula Borough | 80% | 80% | \$150 | \$150 max |
| Kodiak | 80% | 80% | 80% | 80% |
| Palmer | \$100 | 30/44/58/116 lenses | \$100 | \$130/\$158 |
| Seward | \$100 | 30/44/58/116 lenses | \$100 | \$130/\$158 |
| Sitka | 100% | \$300 lenses/frames every 2 years | | \$300 every 2 years |
| Soldotna | 100% | 80% per year | One per year | 80% |
| South Peninsula Hospital | 100% | \$400 lenses/frames | | |
| Unalaska | 90% | 90% | 100% | 90% |
| Wasilla | 80% | 80% | 80% | 80% |

Monthly Insurance Rates-EMPLOYEE SHARE (health, vision and dental)

| City | Name of Insurance | Employee Share | Employee /Spouse Share | Employee /Child Share | Employee /Family Share |
|-----------------------------|--|----------------|------------------------|------------------------|---------------------------------------|
| Cordova Union employees | Premera BC/BS Employee share 18% | \$107.45 | \$247.09 | \$200.27 | \$341.37 |
| Cordova Exempt employees | Premera BC/BS Employee share 0 | 0 | 0 | 0 | 0 |
| Fairbanks | Alaska Electrical Health & Welfare Fund | \$344.00 | \$344.00 | \$344.00 | \$344.00 |
| Homer | Mertain Employee share 0 | 0 | 0 | 0 | 0 |
| Kenai | Aetna | 0 | \$56 | \$70 | \$126 |
| Kenai Peninsula Borough | Rehn TPA | 0 | \$80 | \$28 each dependent | \$80 spouse \$28 each dependent |
| Kodiak | Aetna | 0 | 0 | 0 | 0 |
| Palmer | Meritain | 0 | 0 | 0 | 0 |
| Seward | Meritain | 162.80 | 162.80 | 162.80 | 162.80 |
| Sitka | Premera Employee share 10% | \$75.53 | \$141.63 | \$136.81 | \$202.92 |
| Soldotna | Aetna | \$40.72 | \$193.22 | \$152.88 | \$305.30 |
| South Peninsula Hospital | EBMS Employee share 13% | \$108.58 | \$212.52 | \$166.23 | \$285.26 |
| Unalaska | CIGNA/GW Employee share 0 | 0 | 0 | 0 | 0 |
| Wasilla | Aetna | 0 | \$36.33 | \$25.87 | \$62.18 |

Monthly Insurance Rates-EMPLOYER SHARE (health, vision and dental)

| City | Name of Insurance | Employee | Employee/Spouse | Employee/Child | Employee/Family |
|-----------|---------------------------------------|----------|-----------------|----------------|-----------------|
| Cordova | Premera BC/BS | \$494.23 | \$1,115.30 | \$927.84 | \$1,550.35 |
| Fairbanks | Alaska Electrical Health & Welfare | \$950.00 | \$950.00 | \$950.00 | \$950.00 |
| Homer | Meritain | \$1,300 | \$1,300 | \$1,300 | \$1,300 |

| | | | | | |
|------------------------------|-----------------|------------|------------|------------|------------|
| Kenai | Aetna | \$407.76 | \$860.23 | \$711.76 | \$1,163.92 |
| Kodiak | Aetna | \$564.79 | \$1,291.38 | \$1,082.22 | \$1,808.51 |
| KP Borough As of 11-12-10 | Rehn TPA | \$1,285.00 | \$1,285.00 | \$1,285.00 | \$1,285.00 |
| Palmer | Meritain | \$1,602 | \$1,602 | \$1,602 | \$1,602 |
| Seward | Meritain | \$1,325.26 | \$1,325.26 | \$1,325.26 | \$1,325.26 |
| Sitka As of 4-1-11 | Premiera 90% | \$679.75 | \$1,274.70 | \$1,231.33 | \$1,826.25 |
| Soldotna | Aetna | \$367.04 | \$723.01 | \$628.88 | \$984.62 |
| South Peninsula Hospital | EBMS | 87% | 87% | 87% | 87% |
| Unalaska | CIGNA/GW | \$1,474.64 | \$1,474.64 | \$1,474.64 | \$1,474.64 |
| Wasilla | Aetna | \$564.79 | \$1,218.72 | \$1,030.48 | \$1,684.15 |

Employer Provided Life Insurance

| City | Amount of Coverage | Accidental Death | Spouse Coverage | Dependent Coverage |
|--------------------------|-----------------------------|------------------|-----------------|--------------------|
| Cordova | \$10,000 \$20,000 exempt | Yes | No | No |
| Fairbanks | \$25,000 | No | No | No |
| Homer | Annual salary | Yes | No | No |
| Kenai | \$60,000 maximum | \$2,000/\$5,000 | No | No |
| Kenai Peninsula Borough | Annual salary | Yes | \$2,000 | \$2,000 |
| Kodiak | \$2,000 | \$5,000 | No | No |
| Palmer | \$20,000 | No | \$1,000 | \$1,000 |
| Seward | \$20,000 | Yes | \$1,000 | \$1,000 |
| Sitka | \$2,000 | Yes | \$1,000 | \$5,000 |
| Soldotna | \$7,000 | Yes | No | No |
| South Peninsula Hospital | \$5,000 to \$40,000 | Yes | No | \$1,000 |
| Unalaska | \$5,000 | No | No | No |
| Wasilla | \$50,000 | \$45,000 | \$2,000 | \$1,000 |

Employer Provided Disability Coverage

| City | Long Term Disability Coverage | Short Term Disability Coverage |
|--------------------------|-------------------------------|--------------------------------|
| Cordova | Yes-exempt only | Yes-exempt only |
| Fairbanks | No | Yes, part of health plan |
| Homer | No | No |
| Kenai | No | No |
| Kenai Peninsula Borough | No | No |
| Kodiak | No | No |
| Palmer | No | No |
| Seward | No | No |
| Sitka | No | No |
| Soldotna | No | No |
| South Peninsula Hospital | Yes | No |
| Unalaska | No | No |
| Wasilla | No | No |

Leave Benefits –Days per Year

| City | 1 Yr | 2 Yr | 3 Yr | 4 Yr | 5 Yr | 6 Yr | 7 Yr | 8 Yr | 9 Yr | 10 Yr | 15 Yr | 20 Yr | 25 Yr |
|----------------|------|------|------|------|------|------|------|------|------|-------|-------|-------|-------|
| Cordova-exempt | 12 | 18 | 24 | 24 | 24 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Cordova-union | 10 | 15 | 15 | 15 | 15 | 21 | 21 | 21 | 21 | 21 | 25 | 25 | 25 |
| Fairbanks | 20 | 20 | 25 | 25 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Homer | 18 | 21 | 24 | 24 | 24 | 27 | 27 | 27 | 27 | 30 | 35 | 35 | 35 |
| Kenai 40 hr. | 16 | 16 | 18 | 18 | 20 | 20 | 20 | 20 | 20 | 22 | 22 | 22 | 22 |
| Kenai 56 hr | 22.4 | 22.4 | 25.2 | 25.2 | 28 | 28 | 28 | 28 | 28 | 30.8 | 30.8 | 30.8 | 30.8 |

| | | | | | | | | | | | | | |
|-------------------|----|----|----|----|----|----|----|----|----|----|----|----|----|
| Kodiak | 15 | 15 | 21 | 21 | 21 | 24 | 24 | 24 | 24 | 24 | 27 | 27 | 27 |
| KP Borough | 21 | 21 | 25 | 25 | 25 | 30 | 30 | 30 | 30 | 35 | 35 | 35 | 35 |
| Palmer | 23 | 23 | 29 | 29 | 32 | 32 | 32 | 32 | 32 | 38 | 38 | 38 | 38 |
| S. Peninsula Hosp | 15 | 15 | 20 | 20 | 20 | 25 | 25 | 30 | 30 | 30 | 35 | 35 | 35 |
| Seward | 20 | 20 | 20 | 25 | 25 | 25 | 30 | 30 | 30 | 30 | 30 | 30 | 30 |
| Sitka | 13 | 13 | 13 | 19 | 19 | 19 | 19 | 19 | 25 | 25 | 25 | 25 | 25 |
| Soldotna | 10 | 12 | 12 | 12 | 14 | 14 | 14 | 14 | 14 | 18 | 18 | 18 | 18 |
| Unalaska | 24 | 24 | 30 | 30 | 30 | 36 | 36 | 42 | 42 | 48 | 48 | 48 | 48 |
| Wasilla | 18 | 18 | 18 | 24 | 24 | 24 | 24 | 24 | 30 | 30 | 30 | 30 | 30 |

Holidays, Sick and Additional Leave Benefits

| City | # Holidays (Days) | # Sick Days | Additional Leave (Bereavement, Jury, Military) |
|--------------------------|-------------------|---------------------|---|
| Cordova-exempt | 13 | 15 | Yes |
| Cordova-union | 13 | 12 | Yes |
| Fairbanks | 9 | Combined with leave | Yes |
| Homer | 11 | 5 | Yes |
| Kenai | 12 | Combined with leave | Yes |
| Kenai Peninsula Borough | 12-13 | Combined with leave | Yes |
| Kodiak | 12 | 12 | Yes |
| Palmer | 11 | Combined with leave | Yes |
| Seward | 11.5 | Combined with leave | Yes |
| Sitka | 11 | 18 | Yes |
| Soldotna | 12 | 15 | Yes |
| South Peninsula Hospital | 8 | 8 | Yes |
| Unalaska | 12 | Combined with leave | Yes |
| Wasilla | 11 | Combined with leave | Yes |

Leave Policies

| City | Total Leave Hour Cap | Cash out or Lose over Cap | Emergency Leave Cash outs | Comp time for non- exempt employees |
|-----------------------------|----------------------------|-----------------------------------|--|--|
| Cordova | 240 | Lose normally | Yes | No |
| Fairbanks | No cap | Cash out | Yes | Yes, 240 hours |
| Homer | 720 | Cash out | Yes | Yes, 80 hours |
| Kenai | 604 40 hr 896 56 hr | Cash out | Yes, leave 80 hr balance Yes, leave 56 hr balance | Yes |
| Kodiak | 480 regular 638 platoon | Cash out | Yes, leave 80 hr balance | No |
| KP Borough | 800 | Cash out | Yes leave 80 hr balance | Yes, 80 mgmt 160 union |
| Palmer | 500 | Cash out | Yes leave 80 hr balance | Yes 240 hours |
| Sitka | 480 | Cash out | Yes | No |
| Soldotna | 360 | Cash out | Yes leave 40 hr balance | No |
| South Peninsula Hospital | 400 | Cash out | Yes, leave 120 hr balance | No |
| Unalaska | 768 | Leave stops accruing after 768 | Yes leave 80 hr balance | No |
| Wasilla | 720 | Cash out | Yes | No |

Additional Benefits

| City | Part-time/ Seasonal Benefits | Clothing Allowance Police/Dispatch/Jail | On-Call pay per Hr. | Shift Differential Swing/Graveyard | Temporary pay assignment |
|---------|---------------------------------|--|-----------------------------|---------------------------------------|-----------------------------|
| Cordova | No | No | \$5.00 police \$2.00 W/S | 4% | Occasionally |

| | | | | | |
|-----------------------------|------------------|--|--------------------|------------------------------|------------|
| Fairbanks | No | \$200-\$500 | 2 hr minimum | 5%/10% | Acting pay |
| Homer | Yes, PT prorated | Yes | \$3.00 hr | 2%/4% | Yes |
| Kenai | No | \$200-\$800 annually | 2 hr minimum | 2%/4% | Acting pay |
| Kodiak | Yes, PT prorated | Uniforms provided | None | 4%/5%/6% | 5% |
| KP Borough | Yes PT prorated | \$3-\$6.25 biweekly FF, Mtc/solid waste | Yes-varies | 3.75%/7.5% | 7% |
| Palmer | Yes | \$560 per year | No | 3%/6% | No |
| Sitka | No | Yes | \$2.25 hr | 2.5%/5% | Yes |
| Soldotna | Yes | \$1200 police | \$1.50 hr. | \$.60 hr | 3% |
| South Peninsula Hospital | No | No | \$4.00 hr | \$2/\$3.50 Fri to Sun \$1 | No |
| Unalaska | Yes | Yes | 2 hour call out | 5%/10% | Yes |
| Wasilla | Yes | \$30 pay period | Yes-varies | Yes-varies | 5% |

Additional Programs

| City | Deferred Compensation | Flexible Spending | Alfac Plans | Additional Programs |
|--------------------------|--------------------------|----------------------|----------------|--|
| Cordova | Yes | Yes | Yes | |
| Fairbanks | Yes | Yes | Yes | |
| Homer | Yes | Yes | Yes | Wellness programs |
| Kenai | Yes | Yes | Yes | |
| Kenai Peninsula Borough | Yes | Yes | Yes | |
| Kodiak | Yes | No | Yes | |
| Palmer | Yes | No | Yes | |
| Sitka | Yes | No | Yes | |
| Soldotna | Yes | No | Yes | City offsets insurance deductible |
| South Peninsula Hospital | Yes, 403 plan | Yes | Yes | Wellness benefit, 50% reimbursement of health programs up to \$400 annually |
| Unalaska | Yes | No | Yes | PERS voluntary savings program |
| Wasilla | Yes | No | Yes | HRA |

Award Programs

| City | Years of Service Awards | Employee of the Month/Year | Other Award Programs |
|--------------------------|---|--|---|
| Cordova | \$10 per year award for 5, 10, 15, 20 years | No | No |
| Fairbanks | No | No | No |
| Homer | 5 yr increment \$50 gift 20 yr day off, \$200 gift 30 yr day off \$300 gift | No | No |
| Kenai | Certificates for every 5 years of service | No | No |
| Kenai Peninsula Borough | No | No | No |
| Kodiak | 5,10,15,20,25,30,35 service pins | No | No |
| Palmer | No | No | No |
| Sitka | No | No | No |
| Soldotna | 5,10,15,20,25,30 year pin and certificate | No | No |
| South Peninsula Hospital | Pin, gift after 20 years | Employee of the quarter, \$200, 6 \$25 meal tickets, party | |
| Unalaska | 2 yr pin, 10 & 15 year plaque | No | Special awards in recognition of exceptional employees |
| Wasilla | No | No | No |

Personnel Policies

| City | How many salary steps on wage scale | How often are increases given | Additional salary increases for employee at the end of wage scale |
|--------------------------|-------------------------------------|---|---|
| Cordova | 12 exempt, 8 union | Merit based | No |
| Fairbanks | 2 | | |
| Homer | 15 | Annually | No |
| Kenai | 9 | A-F annually Every two years after | After 2 years at last step 2% longevity bonus annually |
| Kenai Peninsula Borough | 12 | Step 1-3 Annual Step 3-10 Biennial Step 10-12 Triennial | COLA and/or professional licensing |
| Kodiak | 15 | 1-5 every 6 mo 6-12 annually 13-15 bi-annual | No |
| Palmer | 9 | Annually | Longevity 3.5% every two years |
| Sitka | 15 (contracts differ) | Occasionally | Yes |
| Soldotna | 9 plus 5 longevity every two years | Annually | Negotiated annual increases |
| South Peninsula Hospital | 31 | Annually | Negotiable |
| Unalaska | 10 union 3% on-union | Annually | 1.5% after last step union and non-union |
| Wasilla | 13 non-union | Annually | No |

COLA's

| City | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 |
|--------------------------|------|------|------|------|----------|-----------|
| Cordova | 0 | 0 | 0 | 0 | 0 | 0 |
| Fairbanks | 2.5% | 3.5% | 3.2% | 2.5% | 2.5% | ? |
| Homer | 2% | 3% | 4% | 2% | 0 | 0 |
| Kenai | 3% | 2% | 5% | 4.5% | 1.1% | ? |
| Kenai Peninsula Borough | 3.8% | 2.2% | 2.9% | 4.5% | 3.0% | 2% |
| Kodiak | 0 | 0 | 0 | 0 | 0 | 0 |
| Palmer | 0 | 0 | 3% | 0 | 0 | 0 |
| Seward | 2.6 | 3.0 | 2.5 | 4.6 | 0 | 1.2 |
| Sitka | 0 | 0 | 1.5% | 0 | 0 | 0 |
| Soldotna | 0 | 2% | 3.5% | 3.5% | 1.8/2.5% | 1.5/3.5%? |
| South Peninsula Hospital | 2-3% | 2-3% | 2-3% | 2-3% | 2-3% | 2-3% |
| Unalaska | 0 | 0 | 0 | 3% | 0 | 0 |
| Wasilla | 0 | 0 | 0 | 3.3% | 2.7% | ? |

Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



491 E. Pioneer Avenue
Homer, Alaska 99603
(907) 235-3130
(907) 235-8121
ext: 2224, 2226, or 2227
Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM - REPORT

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK *uj*
DATE: APRIL 18, 2011
SUBJECT: CURRENT BID(S) AND REQUEST FOR PROPOSALS

Request for Proposals To Lease Space In The Homer Education And Recreation Center (HERC) Currently Occupied By Kenai Peninsula College/West Homer Campus And The Boys & Girls Club. The City of Homer, Alaska is soliciting proposals and statements of interest and qualifications from government agencies, the private sector, and/or not-for-profit organizations to lease space in the Homer Education and Recreation Center (HERC), also known as the Old Intermediate School, located in Homer Alaska at 450 Sterling Highway. Proposals will be accepted for all or a portion of the available property. They will be received in the City Clerks office until 4 p.m. May 6, 2011

Sealed bids for the construction of Soundview Avenue/Woodard Creek Culvert Replacement project will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until 2:00 PM, Tuesday, May 3, 2011, at which time they will be publicly opened and read.

Sealed bids for the construction of Kachemak Drive Water/Sewer Improvements (Phase Two) project will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until 2:00 p.m., Tuesday, May 17, 2011, at which time they will be publicly opened and read.

Sealed bids for the CITY OF HOMER PUBLIC WORKS GRAVEL SUPPLY will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603 until 2:00 p.m., Thursday, May 05, 2011, at which time they will be publicly opened and read for: 2011, 2012, 2013 Public Works Gravel Supply Project.

CITY ATTORNEY REPORT

COMMITTEE REPORT(S)

PENDING BUSINESS

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 11-036(A)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FEE SCHEDULE TO PROVIDE FOR LONG
TERM PARKING PERMIT FEES.

WHEREAS, The Port and Harbor Advisory Commission approved a Long Term Parking Plan;
and

WHEREAS, City Council approved the Long Term Parking Plan via Resolution 11-034(S); and

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

PARKING FEES

Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through
Labor Day).

Seasonal permits for day use parking (Ramps 1-4): \$250.00.

Two (2) to four (4) spaces at each Ramp are reserved as a "No Fee Loading Zone".

Parking fee is \$5 per calendar day, with a time limit of one (1) day maximum stay.

Long term parking annual permit fee available for legal vehicles 20' or less/trailers still subject to the
seven (7) day rule: \$200.00.

Long term parking annual permit fee available for legal vehicles 20' or less parked in excess of seven (7)
24-hour days: \$200.00.

Vehicles over 20' and trailers are not eligible for long term parking.

Long Term Parking annual permit fee for vessel owners paying annual moorage: \$100.00.

Long term parking enforcement year around.

Parking lot restrictions for long term parking, May 1 through October 1, as depicted on attached map
(Attachment A).

Existing code definitions for vehicles, junk vehicles, and fines for violations apply.

Fines, \$25.00 per day.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 11th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts not defined in CY2011 budget.



City of Homer

Port / Harbor

4350 Homer Spit Road
Homer, Alaska 99603-8005

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E-mail port@ci.homer.ak.us
Web Site <http://port.ci.homer.ak.us>

MEMORANDUM

11-059

TO: HOMER CITY COUNCIL & WALT WREDE, CITY MANAGER
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER *BH*
SUBJECT: PROPOSED CHANGES TO RESOLUTION 11-036(A)
DATE: APRIL 18, 2011

After reading the amended version of Resolution 11-036(A), staff felt it may be helpful if some time was spent with the document's revisions in order to bring out only the key points.

Recommendation

Please review the proposed changes in the attached Resolution 11-036(A). Don't hesitate to call on me if you have any questions. I will be in attendance at the Homer City Council meeting April 25, 2011.

Attached: Revised Resolution 11-036(A)

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 11-036(A)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FEE SCHEDULE TO PROVIDE FOR LONG
TERM PARKING PERMIT FEES.

WHEREAS, The Port and Harbor Advisory Commission approved a Long Term Parking Plan;
and

WHEREAS, City Council approved the Long Term Parking Plan via Resolution 11-034(S); and

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

PARKING FEES

Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through
Labor Day). Parking fee is \$5 per calendar day, with a time limit of one (1) day maximum stay. — Posted
parking time limits will be established and enforced as per Homer city code 10.04.100

Seasonal permits for day use parking (Ramps 1-4): \$250.00.

~~Two (2) to four (4) spaces at each Ramp are reserved as a "No Fee Loading Zone".~~

~~Parking fee is \$5 per calendar day, with a time limit of one (1) day maximum stay.~~

Long Term parking permits required for Vehicles 20' or less parked in excess of seven (7) Consecutive
24-hour days.

Long Term parking annual permit (January 1st through December 31st): fee \$200.00

Long Term Parking annual permit fee for vessel owners paying annual moorage in the Homer
Harbor: fee \$100.00.

~~Long term parking annual permit fee available for legal vehicles 20' or less/trailers still subject to the
seven (7) day rule: \$200.00.~~

~~Long term parking annual permit fee available for legal vehicles 20' or less parked in excess of seven (7)
24 hour days: \$200.00.~~

Vehicles over 20' and trailers are not eligible for long term parking permits.

~~Long Term Parking annual permit fee for vessel owners paying annual moorage: \$100.00.~~

Long term parking will be enforcement year around.

Parking lot restrictions for long term parking, May 1 through October 1, as depicted on attached map
(Attachment A).

Existing code definitions for Restricted parking, vehicles, junk vehicles, and fines for violations apply.

Fines, \$25.00 per calendar day.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 11th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts not defined in CY2011 budget.

NEW BUSINESS

RESOLUTION(S)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port and Harbor Director

RESOLUTION 11-040

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE PORT OF HOMER TERMINAL TARIFF NO. 600
TO PROVIDE FOR PARKING FEES.

WHEREAS, Seasonal day use parking fees were adopted via Resolution 06-52; and

WHEREAS, A Long Term Parking Plan has been approved via Resolution 11-034(S) and is in the process of being implemented; and

WHEREAS, To date, parking fees have not been included in the Port of Homer Terminal Tariff No. 600; and

WHEREAS, The Federal Maritime Commission staff confirmed that Tariffs can be amended to include information a municipality deems relevant to its Harbor's fees.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of Homer Terminal Tariff No. 600 as follows:

RULE: 34.31 – PARKING FEES

Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day).

(a) DAY USE PARKING

(1) Two (2) to four (4) spaces at each Ramp are reserved as a "No Fee Loading Zone".

(2) Parking fee is \$5 per calendar day, with a time limit of one (1) day maximum stay.

(b) LONG TERM PARKING

Vehicles over 20' and trailers are not eligible for long term parking.

(1) Seasonal permits for day use parking (Ramps 1-4): \$250.00.

(2) Long term parking annual permit fee available for legal vehicles 20' or less/trailers still subject to the seven (7) day rule: \$200.00.

(3) Long term parking annual permit fee available for legal vehicles 20' or less parked in excess of seven (7) 24-hour days: \$200.00.

(4) Long Term Parking annual permit fee for vessel owners paying annual moorage: \$100.00.

(5) Long term parking enforcement year around. Parking lot restrictions for long term parking, May 1 through October 1.

(6) Existing code definitions for vehicles, junk vehicles, and fines for violations
apply. Fines, \$25.00 per day.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of ____, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts not defined in CY2011 budget.


Office of the City Clerk

Jo Johnson, CMC, City Clerk
Melissa Jacobsen, CMC, Deputy City Clerk II
Renee Krause, CMC, Deputy City Clerk I



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MEMORANDUM 11-062

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: JO JOHNSON, CMC, CITY CLERK 
DATE: APRIL 20, 2011
SUBJECT: RESOLUTION 11-040, HOMER TERMINAL TARIFF NO. 600

Resolution 11-040 as presented contains the same language as Resolution 11-036(A) for parking fees. The language within Resolution 11-040 outlining parking fees needs to be consistent that of Resolution 11-036(A).

If amendments are made to Resolution 11-036(A) those same amendments need to be made to Resolution 11-040.

RECOMMENDATION:

Resolution 11-040 language needs to be consistent with Resolution 11-036(A). If amendments are made to Resolution 11-036(A), make the same amendments to Resolution 11-040.

Fiscal Note: Revenues.

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Lease Committee

RESOLUTION 11-041

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A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, APPROVING AND ADOPTING A NEW,
AMENDED STANDARD GROUND LEASE DOCUMENT,
AND AUTHORIZING THE AMENDMENT OF THE CITY OF
HOMER PROPERTY MANAGEMENT POLICY AND
PROCEDURES MANUAL TO CONFORM TO THE AMENDED
STANDARD GROUND LEASE DOCUMENT.

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WHEREAS, Section 9.1(A) of the adopted Property Management Policy and Procedures
(Lease Policy) provides that the City Manager and the Lease Committee shall develop a
standardized ground lease document that is reviewed by the City Attorney and approved by the
City Council; and

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WHEREAS, At the request of the City Council and the City Manager, the City Attorney
produced a draft document which includes proposed amendments to the current standard ground
lease document; and

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WHEREAS, The purpose for these amendments is to update the standard ground lease
document, incorporate changes recommended by the attorney and staff, incorporate selected
changes recommended by the Economic Development Advisory Commission, and incorporate
amendments to the Lease Policy recently approved by the Council; and

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WHEREAS, The Lease Committee reviewed the draft amended standard ground lease
document at its regular meeting on April 14, 2011 and passed a motion to approve the document
and forward it to Council for final review and approval along with a memorandum containing the
Committee's comments; and

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WHEREAS, It is the intent of the Council that in the case of a conflict between the terms
of the amended standard ground lease document and the terms of the Property Management
Policy and Procedures, the terms of the amended standard ground lease document shall govern.

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NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves
and adopts the amended standard ground lease document, a copy of which is attached and
incorporated herein; and authorizes the City Manager and the Lease Committee to amend the
Property Management Policy and Procedures to conform to the terms of the amended standard
ground lease document.

PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2011.

CITY OF HOMER


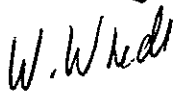
JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

MEMORANDUM 11-060

TO: Mayor Hornaday and Homer City Council
FROM: Terry Felde, Lease Committee Staff 
THROUGH: Walt Wrede, City Manager 
DATE: April 19, 2011
SUBJECT: Amended Standard Ground Lease / Lease Committee Comments

The Lease Committee reviewed the attached amended standardized ground lease at its regular meeting on April 14, 2011. The Committee passed a motion to approve the document with comments and move it on to the City Council for final review and approval.

The Committee expressed concern about two specific sections:

2.03: There was general discussion about whether the City should have to do environmental assessments before it leases property and provide assurances that the property is free of hazardous substances and pollution.

6.08: This section did not appear to adequately reflect the intent that upon termination of the lease, all improvements remain the property of the tenant and shall be removed by the tenant unless prior arrangements are made or understandings are in place between the tenant and the landlord.

In response to the concerns from the Lease Committee, staff reviewed these sections with the City Attorney after the April 14th meeting. The attached amended standardized ground lease has incorporated revisions from the City Attorney addressing and resolving the Lease Committee's concerns as follows:

2.03: The tenant has the option to obtain an environmental assessment and thereby not be held responsible for the presence, if any, of any hazardous substance which may have occurred prior to the commencement/occupancy of their lease.

6.08: The wording in this section was strengthened to reflect that there may be mutually agreed upon improvements to remain on the property either as per the proposal or per a subsequent agreement reached between the City and the tenant.

Additionally, after the April 14th meeting, the City's insurance company and insurance broker completed their review of Section 9.04. The attached document now reflects updated insurance terminology and coverage requirements which are both typical and available in today's insurance market.

RECOMMENDATION: Approve the amended standard ground lease

MEMORANDUM 11-058

TO: Lease Committee

FROM: Walt Wrede

DATE: April 8, 2011

SUBJECT: Staff Report / Amended Base Ground Lease

The City Attorney has prepared a new, amended base ground lease for City Council review and approval. He did this at the request of both the Council and the administration. The purpose for doing this was to make changes and updates that were necessary and recommended by both the staff and the attorney. It was also done to incorporate some of the recommendations submitted by the Economic Development Commission and the amendments the Council recently made to the Lease Policies. This is the standardized base lease required by the Lease Policies. All lease negotiations begin with this document and it can then be modified to meet specialized requirements of each lease and proposed use of the property.

The draft document before you has been revised several times. A document that included all of the strike outs and all of the underlined new language would have been confusing and difficult to read. Therefore, we have provided you with a clean copy of the old lease and a clean copy of the new one so that you can compare them easily. In this memorandum, I will bring your attention first to the sections of the document which have seen significant and substantive changes. After that, I identify the sections that were changed specifically in response to comments from the EDC. Each section contains a brief summary of what the changes accomplish.

Sections with Significant and Substantive Amendments

1.01 Definitions

3.02 Options

3.03 Lease Renewals

3.04 Surrender of Possession

4.01 Rent Adjustments

4.03 Taxes and Assessments

4.07 Security Deposit

6.02 Required Improvements

6.03 Construction Prerequisites

6.08 Disposition of Improvements at End of Term

8.01 Assignments and Subleases

Sections Amended in Response to EDC Recommendations

3.03 (b) Lease Renewal: States clearly that a tenant may apply for a new lease after the lease term and all options have expired.

3.04, 6.07, and 6.08 A-C: Ownership of Improvements. These sections state clearly that the tenant owns all of the improvements placed upon the land and can remove them after the lease expires unless other arrangements and understandings were in place.

4.02 (A) Appraisals: Makes it clear that the City will commission group appraisals every five years and pay for the cost of the appraisals.

4.02 (B) Annual Rent Adjustments: Provides that the rent will be adjusted downward if the CPI decreases.

4.03 Taxes and Assessments: States that if the leased property is subject to an assessment for an LID improvement that benefits the property, the assessment is prorated based upon the years remaining in the lease.

4.07 Security Deposit: Removes the requirement that the security deposit must be increased each time the rent is adjusted and also provides that the deposit is refunded to the tenant after five years of good performance and lease compliance.

6.02 Required Improvements: Eliminates the requirement that improvements must, when completed, have an appraised value of not less than the estimate provided in the lease proposal.

6.03 Construction Prerequisites: removes the requirement that the tenant provide an engineer's or architect's estimate that the required improvements, when constructed according to the preliminary plans and specifications, will have a minimum value stated in the lease proposal.

8.01 Assignments and Subleases: Makes it clear that the City will charge additional rent for subleases of the land but not for subleases within building improvements financed and constructed by the tenant.

8.01 Assignments: Speeds up the process for getting requests for assignments approved by adding the 30 day criteria and taking such requests directly to the City Council.

9.04 Insurance Requirements: Updates insurance requirements based upon today's standards. Makes the requirement for environmental insurance optional and up to the discretion of the City based upon the type of use and activity proposed.

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

ORIGINAL
AND

October __, 2002

GROUND LEASE AND SECURITY AGREEMENT

THIS GROUND LEASE AND SECURITY AGREEMENT ("Lease") is made as of this _____ day of _____, 2002, between the CITY OF HOMER, 491 East Pioneer Avenue, Homer, Alaska 99603, a municipal corporation organized under the laws of the State of Alaska, hereinafter referred to as "Landlord" and _____ a _____ (type of entity) organized under the laws of the state of _____, whose address is _____ ("Tenant").

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to Exhibit A are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

Landlord and Tenant agree as follows:

1. PROPERTY

1.01. Property

Subject to the terms, covenants, conditions, rights and obligations set forth in this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property:

[must insert legal description], Homer Recording District, State of Alaska, as depicted on **Exhibit H**.

Also known as Kenai Peninsula Borough Tax Parcel No. _____.

The described parcel contains approximately _____ square feet, more or less, and is referred to herein as the "Property."

1.02. Quiet Enjoyment, Restrictions, Easements, Etc.

Landlord covenants and agrees that Tenant, upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions and terms of this Lease on Tenant's part to be kept or performed, will lawfully and quietly hold, occupy and enjoy the Property during the term of this Lease without hindrance or molestation, subject, however, to the rights and reservations expressed in the U.S. or State patent to the Property, the existing easements for roads, gas, electric, water, sewer and other utility lines, restrictions of record and to encroachments ascertained by physical inspection of the Property.

1.03. Property Accepted "As Is"

Tenant acknowledges that it has inspected the Property and accepts the same "as is" and without reliance on any representations or warranties of Landlord, its agents, servants, or employees as to the physical condition of the Property, including, but not limited to, subsurface and soil conditions, the presence of any hazardous waste as defined in paragraph 16.03, or as to the habitability or fitness of the Property for any particular purpose.

1.04. No Subsurface Rights

This Lease confers no mineral rights or rights with regard to the subsurface of the land below the level necessary for the use of the Property as stated in this Lease. Landlord makes no warranty or representation as to whether the Property is open or closed to mineral claims or leases under state or federal law.

2. TERM

2.01. Lease Term

The term of this Lease is _____ years, commencing on the first day of _____, _____ and ending on the last day of _____, _____ (the "Term").

2.02. Hold-Over

If Tenant holds over after the expiration of the term of this Lease and Landlord accepts payment of rent, Tenant's occupancy will be deemed a tenancy from month to month, terminable upon 30 days written notice given by either party at any time, subject to all the terms, covenants and conditions of this Lease, and will not operate as a renewal or extension of this Lease. Landlord is not required to accept Tenant's tender of rent or to agree to any extended tenancy.

2.03. Surrender of Possession

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Tenant must promptly and peaceably surrender the Property, and all buildings and improvements thereon, except as provided in paragraph 6.01. Tenant agrees to execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all right, title and interest of Tenant in and to the Property and all such buildings and improvements thereon under paragraph 6.01.

OPTIONAL RENEWAL PROVISION:

2.04. Renewal Options

Tenant will have the right to renew this Lease for _____ additional, consecutive _____ year periods ("Renewal Terms"), provided:

- (a) that Tenant must exercise its option to renew not more than one year and not less than 120 days prior to the last day of the Term or current Renewal Term, as the case may be;

(b) that Tenant is not at that time materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease;

(c) that Tenant must exercise its option to renew only by sending written notice thereof in accordance with the provisions of paragraph 17.17 of this Lease;

(d) that Tenant may exercise only one renewal option per Term or Renewal Term, as the case may be, i.e. Tenant will not be entitled to exercise more than one renewal option during each period of time described in subparagraph (a); and

(e) that at the time of exercise of the option the Tenant is still using the Property as required or permitted under this Lease.

3. RENT, TAXES, ASSESSMENTS AND UTILITIES

3.01. Rent

(a) **Initial Base Rent.** Tenant agrees to pay to Landlord an initial annual rent of \$ _____ (the "Base Rent"), payable monthly in advance in equal installments of \$ _____, plus tax. The first monthly payment is due on the first day of _____, and subsequent monthly payments are due on the first day of each calendar month thereafter. Rent must be paid at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. Delinquent rent will bear interest at the rate set forth in AS 45.45.010(a) as now enacted or hereinafter amended.

(b) **Periodic Appraised Adjustment of Rent.** The Base Rent will be adjusted on January 1, _____ and on January 1 every five years thereafter (each such January 1 is a "Five Year Rent Adjustment Date") to equal the then current fair market rental value of the Property, determined by appraisal as set forth in paragraph 3.01(d) not more than six months before the Five Year Rent Adjustment Date. In no event, however, will the adjusted Base Rent be less than the Base Rent, adjusted annually, during the year immediately prior to such Five Year Rent Adjustment Date. After such Five Year Rent Adjustment Date, the adjusted rent will thereafter be referred to as the Base Rent.

(c) **Annual Rent Adjustment.** In addition to the five year rent adjustments provided in paragraph 3.01(b), the Base Rent will also be adjusted annually (the "Annual Rent Adjustment") on the first day of January _____, and on the first day of January every year thereafter, excluding each of the years of the five year rent adjustment, (each such day being an "Annual Rent Adjustment Date") throughout the Term and all Renewal Terms as follows:

(i) The base for computing the Annual Rent Adjustment is the Consumer Price Index for All Urban Consumers (CPI-U), Anchorage, Alaska, for All Items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). For the first five years of the Term, the Index published for the second half of the calendar year immediately preceding the year in which the Term of this Lease commences is the "Beginning Index". Thereafter, the Index published for the second half of the calendar year immediately preceding the year of the most recent Five Year Rent Adjustment Date is the "Beginning Index." The Index published for the second half of the calendar year nearest,

but preceding, the Annual Rent Adjustment Date will be the "Extension Index". On each Annual Rent Adjustment Date the Base Rent will be adjusted to equal the Base Rent determined according to paragraph 3.01(a) or 3.01(b), as the case may be, increased by a percentage equal to the percentage increase from the Beginning Index to the Extension Index. In no case will the Base Rent be reduced because of a decrease in the Index. Landlord will promptly provide written notice to Tenant of the adjustment of the Base Rent, but its failure to do so will not relieve Tenant of the obligation to pay the adjusted Base Rent commencing as of the Annual Rent Adjustment Date.

(ii) If the Index is changed so the base year differs from that used as of the commencement of the term of this Lease, the Index must be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

(d) **Appraisal of Property.** For purposes of paragraph 3.01(b), the appraised market rent will be based on the fair market rental value of the property, as if privately owned in fee simple, and will not include the value of buildings or improvements placed on the Property by Tenant (with the exception of utilities). The cost of the appraisal must be paid by Tenant, but if Tenant fails to do so, Landlord may pay the cost of the appraisal and the amount paid will become additional rent immediately due and payable under this Lease. The fair market rental value will be determined by a qualified real estate appraiser selected by mutual agreement of Landlord and Tenant. The appraiser's determination of fair market rent will be conclusive between the parties.

ALTERNATE 3.01 — TO BE USED ONLY WHEN THE COMBINED TERM AND RENEWAL TERMS WILL NOT EXCEED FIVE YEARS TOTAL

3.01. Rent

(a) **Initial Base Rent.** Tenant agrees to pay to Landlord an initial annual rent of \$ _____ (the "Base Rent"), payable monthly in advance in equal installments of \$ _____, plus tax. The first monthly payment is due on the first day of _____, and subsequent monthly payments are due on the first day of each calendar month thereafter. Rent must be paid at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. Delinquent rent will bear interest at the rate set forth in AS 45.45.010(a) as now enacted or hereinafter amended.

(b) **Periodic Appraised Adjustment of Rent.** The requirement of a rent adjustment every five years based on an appraisal of the fair market rental value of the Property is waived because the maximum Term and Renewal Terms combined does not exceed five years.

(c) **Annual Rent Adjustment.** The Base Rent will be adjusted annually (the "Annual Rent Adjustment") on the first day of January _____, and on the first day of January every year thereafter (each such day being an "Annual Rent Adjustment Date") throughout the Term and all Renewal Terms as follows:

(i) The base for computing the Annual Rent Adjustment is the Consumer Price Index for All Urban Consumers (CPI-U), Anchorage, Alaska, for All Items (1982-1984 = 100) published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). The Index published for the second half of the calendar year immediately preceding the year in which the Term of this Lease commences is the "Beginning Index". The Index published for the second half of the calendar year nearest, but preceding, the Annual Rent Adjustment Date will be the "Extension Index". On each Annual Rent Adjustment Date the Base Rent will be recalculated to equal the Base Rent determined according to paragraph 3.01(a), increased by a percentage equal to the percentage increase from the Beginning Index to the Extension Index. In no case will the Base Rent be reduced because of a decrease in the Index. Landlord will promptly provide written notice to Tenant of the adjustment of the Base Rent, but its failure to do so will not relieve Tenant of the obligation to pay the adjusted Base Rent commencing as of the Annual Rent Adjustment Date.

(ii) If the Index is changed so the base year differs from that used as of the commencement of the term of this Lease, the Index must be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced will be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

(d) **Appraisal of Property.** For purposes of paragraph 3.01(b), the appraised market rent will be based on the fair market rental value of the property, as if privately owned in fee simple, and will not include the value of buildings or improvements placed on the Property by Tenant (with the exception of utilities). The cost of the appraisal must be paid by Tenant, but if Tenant fails to do so, Landlord may pay the cost of the appraisal and the amount paid will become additional rent immediately due and payable under this Lease. The fair market rental value will be determined by a qualified real estate appraiser selected by mutual agreement of Landlord and Tenant. The appraiser's determination of fair market rent will be conclusive between the parties.

3.02. Tenant to Pay Taxes

Tenant agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located a applicable real property taxes levied or assessed upon or against the Property and all buildings and improvements thereon during the term of this Lease. Tenant further agrees to pay prior to delinquency and directly to the taxing authorities in which the Property is located all applicable personal property taxes on personal property situated on the Property and placed thereon by Tenant, its agents, servants, or employees. Tenant further agrees to pay prior to delinquency any other taxes for which it may be liable. Tenant must, within thirty (30) days after any such tax, assessment or other charge, whether or not constituting a lien on the Property, becomes due and payable, produce and exhibit to Landlord satisfactory evidence of payment thereof.

Tenant acknowledges that it is subject to and will pay applicable municipal taxes, including property tax on Tenant's leasehold interest in the Property.

3.03. Tenant to Pay Assessments

Tenant during the term of this Lease agrees to pay directly to the public authorities charged with collection thereof any and all assessments levied on the Property for any part or

all of the costs of any public work or improvement assessed according to benefit found by the levying authority to accrue therefrom to the Property, provided, however, that if an option is given to pay such assessment(s) in installments, Tenant may elect to pay the same in installments, and in such case Tenant will be liable only for such installments as may become due during the term of this Lease. Landlord warrants and represents that there are currently no outstanding assessments levied on the Property for any part or all of the cost of any public work or improvement constructed by Landlord, except as follows: none.

3.04. Proration of Taxes and Assessments

If Tenant's obligation to pay taxes or assessments commences or ends during a tax year by reason of commencement or termination of this Lease, such taxes or assessments will be prorated between Landlord and Tenant.

3.05. Contest

Tenant has the right to contest any taxes or assessments that Tenant is obligated to pay under paragraphs 3.02 or 3.03 of this Lease. Such proceedings must, if instituted, be conducted promptly at Tenant's own expense and free from all expense to Landlord. Before instituting any such proceedings, Tenant must pay under protest any such taxes or assessments, or must furnish to Landlord a surety bond written by a company acceptable to Landlord or other security acceptable to Landlord, sufficient to cover the amount of such taxes or assessments, with interest for the period that such proceedings may reasonably be expected to take, and costs, securing the payment of such taxes or assessments, interest and costs in connection therewith when finally determined. Notwithstanding the furnishing of any such bond or security, Tenant must pay any such taxes or assessments at least thirty (30) days before the time when the Property or any part thereof, might be forfeited. The proceedings referred to in this paragraph 3.05 may include appropriate appeals from any order or judgments therein, but all such proceedings must be begun as soon as reasonably possible after the imposition or assessment of any such taxes or assessments and must be prosecuted to final adjudication promptly. In the event of any reduction, cancellation or discharge, Tenant must pay the amount that is finally levied or assessed against the Property or adjudicated to be due and payable, and if there is any refund payable by the governmental authority with respect thereto, Tenant will be entitled to receive and retain the same, subject, however, to apportionment as provided in paragraph 3.04 of this Lease. Landlord, at Landlord's option, may, but is not obligated to, at Landlord's own expense contest any such taxes or assessments that are not contested by Tenant as set forth above, and, unless Tenant promptly joins with Landlord therein, Landlord will be entitled to receive and retain any refund payable by any governmental authority with respect thereof.

3.06. Tenant to Pay Utility Charges

Tenant must pay or cause to be paid all charges for gas, oil, electricity, water, sewer, heat, snow removal, refuse removal and any and all other utilities or services used upon the Property throughout the term of this Lease, including any connection fees.

3.07. Tenant to Pay for City Services Related to the Property or to Tenant's Operations

(a) Tenant must pay for all services provided by the City of Homer that are related to the Property or to Tenant's operations, including but not limited to Port and Harbor serv-

ices, whether incurred by Tenant, or any business entity owned in whole or in part by Tenant or by one or more partners of Tenant.

(b) Tenant must pay for wharfage, crane use, ice, and other Port and Harbor services at the rates published in the Port and Harbor of Homer Terminal Tariff, which is subject to change from time to time. In the event the City of Homer changes the method of establishing or publishing any or all such rates, then Tenant must pay for such services at the rates so established by such changed method. Tenant further agrees to provide the City of Homer with the necessary information to determine wharfage, crane use, ice and other Port and Harbor service charges, to keep written records of such information for not less than six years after such charges are due, and, upon request, to make such records available to the City of Homer for audit.

3.08. Additional Rent and Landlord's Right to Cure Tenant's Default

All costs and expenses that Tenant assumes or agrees to pay pursuant to this Lease will, at Landlord's election, be treated as additional rent, and in the event of nonpayment, Landlord will have all rights and remedies provided in this Lease in the case of nonpayment of rent or of a breach of condition, at Landlord's election. If Tenant defaults in making any payment required to be made by Tenant or defaults in performance of any term, covenant or condition of this Lease on the part of Tenant to be kept, performed or observed that involves the expenditure of money by Tenant, Landlord at Landlord's option may, but is not obligated to, make such payment, or, on behalf of Tenant, expend such sum as may be necessary to keep, perform or observe such term, covenant or condition, and any and all sums so expended by Landlord, with interest thereon at the legal rate of interest from the date of such expenditure until repaid, will be, and will be deemed to be, additional rent and must be repaid by Tenant to Landlord, on demand, provided, however, that no such payment or expenditure by Landlord will be deemed a waiver of Tenant's default, nor will it affect any remedy of Landlord by reason of such default.

3.09 Security Deposit

Upon execution of this Lease, Tenant must deposit with Landlord 10% of the Base Rent (i.e., the sum of \$ _____) as security for the performance of Tenant's obligations under this Lease. Landlord will invest the security deposit in an interest bearing account in Landlord's name, subject to Tenant's approval, which will not be unreasonably withheld. If Tenant is in default with respect to any covenant or condition of this Lease, including but not limited to the payment of rent, Landlord may apply all or any portion of the security deposit, including interest earned thereon, to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of Tenant's default. Tenant must upon demand deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term or Renewal Term of this Lease. If Tenant has fully complied with all of the covenants or conditions of the Lease, the Landlord will remit to the Tenant the security deposit, including any interest on deposit, within thirty days after the expiration or termination of this Lease. On each Annual Rent Adjustment Date and each Five Year Rent Adjustment Date, the principal amount of the security deposit will be adjusted to equal ten percent of the annual rent, after making the required adjustment under paragraph 3.01. Within 30 days of notification of the adjustment of the annual rent, Tenant must deposit with Landlord the amount of the increase in the security deposit.

4. GRANT OF SECURITY INTEREST

To secure Tenant's obligation for payment of rent and all other sums agreed to be paid by Tenant under this Lease, Tenant hereby grants to Landlord a lien and security interest in the following collateral: (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies afforded a secured party under the UCC. Tenant must execute, as debtor, such financing statement or statements as Landlord may now or hereafter reasonably request further evidencing said security interest.

5. USE AND CARE OF THE PROPERTY

5.01. Use

Tenant warrants that it has not entered into this Lease for purposes of speculation or for reserve for future uses, but rather to immediately and fully use and develop the Property. Except as otherwise provided herein, Tenant must use the Property for the following purposes:

Tenant must use the Property for no other purposes without the Landlord's written consent, which consent will not be unreasonably withheld. Tenant's use must comply with the zoning code. Tenant must not use the Property for any unlawful purpose and must comply with all applicable statutes, laws and ordinances during the entire term of the lease and any extension or renewal thereof. If Tenant ceases to use the Property for the approved purposes, Landlord may, as one of its remedies, terminate this Lease upon thirty days written notice.

5.02. Care of the Property

Tenant at its own cost and expense must keep the Property and all buildings and improvements that at any time may be situated thereon in good condition and repair during the term of this Lease, ordinary wear and tear excepted. The Property must always be kept by Tenant neat, clean and free of litter.

5.03. Restoration or Removal of Damaged Buildings and Improvements

Except as provided in paragraph 6.02, in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant must at Tenant's expense restore the same to good and tenantable condition or must remove the same as soon as is reasonably possible, but in no event may the

period of restoration exceed eighteen (18) months nor may the period of removal exceed forty-five (45) days.

5.04. Property Returned to Previous Condition

At the termination of this Lease, Tenant must remove all debris and return the Property clean and in as good order and condition as when the Tenant took possession, failing which Landlord may restore the Property to such condition and Tenant must pay the cost thereof on demand. This paragraph does not require the removal of buildings, improvements, or fixtures upon termination of the Lease, which are governed by other provisions of this Lease.

OPTIONAL PROVISION TO BE USED IF TENANT POSSESSES OR OCCUPIES THE PROPERTY PRIOR TO TERM OF THIS LEASE:

Tenant acknowledges that it took possession and has continuously occupied the Property prior to the Term of this Lease, commencing on _____. The obligations created by this paragraph and other provisions of this Lease referring to the time of Tenant's possession or occupancy of the Property relate back to that date.

5.05. Access Rights of Landlord

Landlord, its agents, servants, or employees, have the right to enter into and upon the Property and all buildings or improvements situated thereon upon reasonable notice to Tenant and during normal business hours (defined as 9 a.m. to 5 p.m. Monday through Friday, except for holidays as defined in paragraphs 17.06 of this Lease) for the purpose of inspecting the Property and all buildings and improvements situated thereon for compliance with the terms of this Lease.

5.06. Nuisances Prohibited

Tenant must immediately remove from the Property any abandoned or junk vehicles, buildings, improvements, equipment, machinery or fixtures. Tenant must not permit any nuisance or public nuisance to exist or to be created or maintained on the Property. Tenant agrees that any nuisance or public nuisance, under the common law, statute, or as defined by the Homer City Code, or any other code or regulations incorporated therein or otherwise adopted by ordinance or resolution of the City of Homer, may, after fifteen (15) days written notice to Tenant, or after four (4) hours notice in writing, by telephone, facsimile, or in person to Tenant if Landlord makes a written finding that such nuisance or public nuisance constitutes a threat of imminent harm to public health, safety or welfare, be removed or abated by Landlord without Tenant's further permission, with use of force if necessary, and without incurring any civil or criminal liability therefor. All the costs of such removal must be paid by Tenant to Landlord as additional rent under the terms of this Lease. This paragraph may not be construed as any limitation on any other legal rights or remedies available to the City of Homer to abate any nuisance or to prosecute any violation of the Homer City Code.

5.07. Compliance with Laws

Tenant must comply with all applicable laws, ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting Tenant's activities on the Property or any buildings or other improvements that may be situated thereon.

5.08. Radio Interference

At Landlord's request, the Tenant must discontinue the use of any machine or device that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

5.09. Signs

Tenant may erect signs upon the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

5.10 Garbage Disposal

Tenant is responsible for removing all garbage generated by Tenant's business to a Kenai Peninsula Borough solid waste facility or transfer station. Tenant must not use the Landlord's Homer Spit garbage disposal facilities.

OPTIONAL PARAGRAPHS 5.11 AND 5.12 APPLICABLE TO FISH PROCESSORS WITH ACCESS TO OUTFALL LINE AND FOR USE OF FISH DOCK

5.11 Outfall Line Connection Agreement

Tenant must connect to the City of Homer fish processor outfall line. On or before the commencement of the Term of this Lease, Tenant must enter into Fish Processor Outfall Line Connection Agreement with Landlord. Tenant must maintain such an agreement in force for so long as the City of Homer continues to maintain the outfall line. Tenant must at its own expense install and maintain a fish grinder as required by the Fish Processor Outfall Line Connection Agreement.

5.12 Fish Dock Use Permit

Before using the City of Homer Fish Dock, Tenant must obtain from the Landlord a Fish Dock Use Permit. Tenant must continue to have a current Fish Dock Use Permit in force for so long as Tenant intends to use the Fish Dock.

6. IMPROVEMENTS

6.01. Ownership of Buildings and Improvements

(a) Any and all buildings, fixtures, and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and any Renewal Terms and may be removed or replaced by Tenant, subject, however, to the obligations concerning the Required Improvements set forth in paragraph 6.02.

(b) Upon the expiration or termination of the Lease, all buildings, improvements, and fixtures must remain upon the Property and must be surrendered with the Property to Landlord, unless Landlord elects to require the removal of any or all of such property. If Landlord requires that buildings, improvements, and fixtures, or any part of them, be removed, Tenant must remove the same at its expense and repair or pay Landlord the cost of repairing any damage resulting from such removal. Approximately 60 days prior to the Tenant's scheduled vacation of the Property, Landlord and Tenant will meet and Landlord will advise Tenant what items must be removed and what items must remain.

6.02. Required Improvements

(a) Tenant must, at Tenant's sole expense, construct certain Required improvements on the Property. Tenant must at all times during the Term and any Renewal Term keep and maintain the Required Improvements, or their equivalent of equal or greater value, as the minimum development on the Property. The Required Improvements are:

Tenant's proposed site plan and floor plans for the Required Improvements are attached as **Exhibit C** and **Exhibit D**. ~~Tenant must commence construction of the Required Improvements within one year of the date of commencement of the Term and Complete construction within one additional year. When Completed, the Required Improvements must have an appraised value of not less than \$~~ _____.

(b) ~~Tenant warrants that it has not entered into this Lease for the purpose of speculation, but in order to fully develop the Property with such Required Improvements and to actually use the Property for Tenant's proposed operations. Tenant's promise to timely construct the Required Improvements and operate on the Property is a major and material consideration to Landlord in granting this Lease.~~

(c) In the event the Required Improvements are damaged or destroyed by fire, earthquake, tsunami or other casualty, Tenant must, at Tenant's expense, restore or replace the same to good and tenantable condition as soon as is reasonably possible, but in no event may the period of restoration or replacement exceed 12 months. Modifications to the Required Improvements will be allowed only if approved by Landlord, whose approval will not be unreasonably withheld. If any damage or casualty to the Required Improvements occurs within three years of the end of the Term or any Renewal Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

6.03. Construction Prerequisites

(a) No construction on the Property, including but not limited to the Required Improvements, may be commenced unless the following events have occurred:

(i) Not less than 30 days prior to the intended start of construction, Tenant must submit to Landlord for its approval preliminary plans and specifications and an application for a City of Homer zoning permit. The preliminary plans and specifications

must show the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plan, and any other information required for the zoning permit or other required permits. Tenant must also provide an engineer's or architect's estimate that, when constructed according to the preliminary plans and specifications, the Required Improvements will satisfy the minimum value requirement of paragraph 6.02. Landlord will not unreasonably disapprove preliminary plans and specifications. Approval or disapproval must be communicated in the manner provided for notices, and disapproval must be accompanied by specification of the grounds for disapproval.

(ii) Tenant must prepare final working plans and specifications substantially conforming to preliminary plans previously approved by Landlord, submit them to the appropriate governmental agencies for approval, and deliver to Landlord one complete set as approved by the governmental agencies. Changes from the preliminary plans will be considered to be within the scope of the preliminary plans if they are not substantial or if they are made to comply with suggestions, requests, or requirements of a governmental agency or official in connection with the application for permit or approval.

(iii) Not less than five days prior to the commencement of any construction, Tenant must give written notice of intent to commence construction and furnish to Landlord proof that all applicable federal, state, and local permits have been obtained or applications therefor have been submitted to the appropriate governmental agency.

(iv) Not less than five days prior to the commencement of any construction, Tenant must furnish to Landlord current certificates of insurance in the amounts and for the purposes specified in paragraphs 11.01 through 11.04 of this Lease.

(v) Not less than five days prior to the commencement of any construction, Tenant must deliver to Landlord satisfactory proof that workers' compensation insurance has been procured to cover all persons employed in connection with the construction. Upon notice to Tenant of any deficiency in workers' compensation coverage, such deficiency must be cured immediately, and no work will be performed on the project until Tenant has provided Landlord satisfactory proof that proper workers' compensation insurance is in place.

(b) On Completion of the improvements, Tenant must give Landlord notice of all changes in plans or specifications made during the course of the work. Landlord acknowledges that it is common practice in the construction industry to make numerous changes during the course of construction on substantial projects. Changes that do not substantially alter plans and specifications previously approved by Landlord do not constitute a breach of Tenant's obligations, but Tenant must nevertheless give Landlord notice of such changes.

(c) At any time and from time to time, Tenant may, but is not obligated to, construct or otherwise make new improvements on any part or all of the Property and to demolish, remove, replace, alter, relocate, reconstruct, or add to existing improvements in whole or in part; provided that Tenant is not then in default under any condition or provision of this Lease and provided further the Required Improvements, or their equivalent of equal or greater value, are always maintained on the Property. All salvage will belong to Tenant. Once any work is begun, Tenant must with reasonable diligence prosecute to completion all construction of improvements, additions, alterations, or other work.

6.04. As-Built Survey

Within thirty (30) days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant must provide Landlord with three (3) copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines, and pre-existing improvements.

6.05 Definitions

As used in this Article 6 of this Lease, the following terms and phrases will have the meanings given here, unless the context requires otherwise:

"Complete" and "Completion" mean that construction is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including, but not limited to, the receipt of any applicable certificate of occupancy and other applicable permits, licenses, certificates, or inspection reports necessary to the improvement's legally authorized use. The existence of a contractor's punch list of items to be performed to finish the project will not prevent the construction from being Complete if the improvement otherwise meets the requirements of this definition.

"Excusable Delay" means delay due to strikes, act of God, inability to obtain labor or materials, governmental requirements, such as laws and requirements of any governmental authority having jurisdiction over the improvements or over any permits or licenses needed for Tenant's proposed operations, removal of Hazardous Materials discovered at any time after the Commencement Date, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

6.06 Extensions of Time for Completion of Required Improvements

An extension of the time to Complete the Required Improvements will be granted for the period of time of any Excusable Delay (as defined in paragraph 6.05); provided Tenant has commenced construction in a timely manner and is proceeding diligently to complete construction.

7. RESERVED

8. RESTRICTIONS ON TRANSFER

8.01. Assignment or Sublease Without Consent Generally Prohibited

Tenant must not voluntarily assign, encumber or sublease its interest in this Lease or in the Property without first obtaining Landlord's consent. Any assignment, encumbrance or sublease without Landlord's consent will be voidable and, at Landlord's election, will constitute a default. Any request for Landlord's consent must be made to Landlord in writing

at least thirty (30) days prior to the proposed effective date of the assignment, encumbrance or sublease. No consent to any assignment, encumbrance or sublease will constitute a further waiver of the provisions of this paragraph. Any assignment effected pursuant to this paragraph 8.01 must require the assignee to assume the Tenant's obligations hereunder. An assignment will not release the Tenant from liability hereunder unless specifically so provided in writing and approved by Landlord. Tenant must promptly deliver to Landlord a copy of any instrument or must promptly notify Landlord of any unwritten agreement, that assigns, encumbers or subleases the Property. Landlord's consent to assign, encumber or sublease the Property will not be withheld unreasonably.

8.02. Change of Ownership

If Tenant is a partnership or limited liability company a withdrawal or change, voluntary, involuntary or by operation of law, of any partner(s) or member(s) owning twenty-five percent (25%) or more of the entity, or the dissolution of the entity, will be deemed a voluntary assignment under paragraph 8.01. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of twenty-five percent (25%) of the value of the assets of Tenant, will be deemed a voluntary assignment under paragraph 8.01. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least twenty-five percent (25%) of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors. As to a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of such a Tenant corporation will not be deemed to be a voluntary assignment.

8.03. Costs of Landlord's Consent to be Borne by Tenant

Tenant must pay Landlord's reasonable costs, including attorney's fees, and the expenses of due diligence inquiries, incurred by Landlord in connection with any request by Tenant for Landlord to consent to any assignment or subletting by Tenant.

[ALTERNATIVE 1 — Optional Additional Rent Provisions for Sublease.]

8.04. Additional Rent For Sublease.

If Landlord gives its written consent, Tenant may sublet all or a portion of the Property. If any rent accrues to Tenant as the result of such sublease that exceeds the pro rata share of rent then being paid by Tenant for the portion of the Property being sublet, then 25% of such excess rent must be paid by Tenant to Landlord as additional rent.

[ALTERNATIVE 2 — Optional Additional Rent Provisions for Sublease or Assignment. Note subparagraph (d)'s reference to the optional Article 14. Alternative 1 is favored as more workable than Alternative 2.]

8.04. Additional Rent For Certain Transfers

(a) Except as provided in subparagraph 8.04(d), if Tenant subleases, assigns, or otherwise transfers to another for valuable consideration all or substantially all of its interest

in this Lease or the Property or the buildings located on the Property, for any length of time, then Tenant shall pay to Landlord additional rent. The additional rent will equal 25% of the consideration payable for such sublease, assignment, or transfer of the Lease or Property, or both.

(b) If the consideration paid for the sublease, assignment, or transfer of the Lease or Property is not separately stated, or if Landlord in good faith concludes that the separately stated consideration is unreasonably low, then the consideration will be deemed to be an amount as calculated in this subparagraph. In such case the consideration for the sublease, assignment, or transfer of the Lease or Property, or both, will be deemed to be a proportion of the total consideration that equals the proportion that the fair market value of the Property (as if owned in fee simple)(including utility improvements, regardless of who installed them) bears to the fair market value of the Property plus the Tenant's buildings and Tenant's other real property improvements on the Property. The fair market values will be determined by a qualified real estate appraiser selected by mutual agreement of Landlord and Tenant. The appraiser's determination of fair market values will be conclusive between the parties. The cost of the appraisal must be paid by Tenant, but if Tenant fails to do so, Landlord may pay the cost of the appraisal and the amount paid will become additional rent immediately due and payable under this Lease.

(c) Payment of the additional rent is due at the time the Landlord gives written consent to the sublease, assignment, or transfer, and such consent is required prior to any such sublease, assignment, or transfer. If the consideration for the sublease, assignment, or transfer is payable in installments, then the stream of installment payments will be discounted to present value at 6.0% for purposes of computing the additional rent due.

(d) The requirement of subparagraph 8.04(a) to pay additional rent does not apply to (i) a sublease of a commercial, storage, or office rental unit made in the normal course of Tenant's leasing business; provided such sublease is for substantially less than all of the Property or building(s), and is for an authorized purpose described in paragraph 5.01, or (ii) an assignment or other conveyance of Tenant's interest in the Lease or the Property solely for collateral purposes, provided such assignment or other conveyance qualifies as a Permitted Mortgage under Article 14 of this Lease.

9. PROHIBITION OF LIENS

Tenant must not suffer or permit any liens, including without limitation, mechanic's or materialmen's liens, to be recorded against the Property. If any such liens are recorded against the Property, Tenant must cause the same to be removed, or, in the alternative, if Tenant in good faith desires to contest the same, Tenant will be privileged to do so, but in such case Tenant hereby agrees to indemnify and save Landlord harmless from all liability for damages occasioned thereby and must, in the event of a judgment or foreclosure of such liens, cause the same to be discharged and removed prior to any attempt at execution of such judgment. Nothing contained in this Lease may be construed to be a waiver of the provisions of AS 09.38.015(c), as may be amended from time to time.

10. INDEMNITY

10.01. Indemnity Generally

Tenant agrees to protect, indemnify and hold Landlord harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever occurring on the Property during the Term or during Tenant's possession of the Property, or arising out of or relating to the Tenant's use of the Property, causing injury to, or death of persons, or loss of, or damage to, property, and from any expense, including attorneys fees, incidental to the defense of and by Landlord therefrom, excepting only liability arising from the sole negligence of Landlord. If any action or proceeding is brought against Landlord by reason of any such occurrences, Landlord will promptly notify Tenant in writing of such action or proceeding.

10.02. Indemnity For Emergency Service Costs

Without limiting the generality of paragraph 10.01, in the event of a major fire or other emergency, Tenant must reimburse Landlord for the cost of providing fire fighting and other emergency service to Tenant or the Property, or elsewhere if the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this paragraph, a major fire or other emergency is one that requires more than five hours of effort by the Homer Department of Public Safety or its successors.

11. INSURANCE

11.01. Liability Insurance

(a) Tenant must procure and at all times maintain, at its expense, public liability insurance covering Tenant's operations and the Property in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence to protect against liability for bodily injury, death or property damage that might arise from the construction, occupancy or use of the Property and the operations conducted on, from, or related to it. Such insurance must include coverage for comprehensive general liability; bodily injury and property damage liability; premises and operations liability, including underground, products and completed operations; broad form property damage liability; blanket contractual liability; personal injury liability; and comprehensive automobile liability including without limitation bodily injury and property damage and all owned, hired, and non-owned automobiles. Such insurance policy or policies must be additionally endorsed to provide sudden and accidental pollution coverage for claims or losses arising out of activities or events taking place on the Property or arising out of Tenant's operations, wherever conducted in the City of Homer.

(b) Tenant must procure and at all times maintain, at its expense, environmental remediation and environmental impairment liability insurance, including sudden and accidental coverage and gradual pollution coverage. Such coverage must also include clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property. Tenant must maintain limits of liability of ONE MILLION DOLLARS (\$1,000,000.00) for any one accident or occurrence. Environmental impairment liability insurance must extend to loss arising as a result of: (i) liability of others assumed by Tenant under contract or agreement; (ii) clean-up operations; (iii) activities performed by or on behalf of Tenant while Tenant has care, custody, possession, or control of vessels, equipment, people, supplies, products or materials for which Tenant performs services or upon which

Tenant performs actions; and (iv) the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

[ALTERNATIVE 11.01(b) — Optional provision waiving environmental insurance based on the authorized uses of paragraph 5.01.]

(b) Based on the authorized uses of the Property stated in paragraph 5.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph 5.01, then if Landlord so elects, and within ten days after Landlord gives notice of such election, Tenant must procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability insurance, including sudden and accidental coverage and gradual pollution coverage. Such coverage must also include clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property. Tenant must maintain limits of liability in the amount stated by Landlord in its notice to Tenant, but in no event less than ONE MILLION DOLLARS (\$1,000,000.00) for any one accident or occurrence. Environmental impairment liability insurance must extend to loss arising as a result of: (i) liability of others assumed by Tenant under contract or agreement; (ii) clean-up operations; (iii) activities performed by or on behalf of Tenant while Tenant has care, custody, possession, or control of vessels, equipment, people, supplies, products or materials for which Tenant performs services or upon which Tenant performs actions; and (iv) the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

11.02. Worker's Compensation and Employer's Liability Insurance

Tenant must procure and at all times during the term of this Lease maintain, at its expense, Worker's Compensation Insurance as required by statute and Employer's Liability Insurance.

11.03. Named Insured, Notice to Landlord, and Waiver of Subrogation

All insurance policies required to be maintained by Tenant under paragraph 11.01 must name Landlord, and its officers, employees and agents, as additional insured, but they must not contain any exclusion from coverage for Tenant's liability for damages or loss incurred by Landlord because of Landlord's status as an additional insured. All policies issued under paragraph 11.01 must contain a waiver of any subrogation rights any insurer might have against Landlord. All policies issued under paragraphs 11.01 or 11.02 must contain an agreement by the insurers to provide at least thirty (30) days prior written notice to Landlord of cancellation, expiration or substantial changes in policy conditions and coverage. Tenant must furnish insurance certificates and copies of all such insurance policies to Landlord promptly after the issuance thereof.

11.04. Fire and Extended Coverage Insurance; Builder's Risk Insurance

(a) Except as provided in subparagraphs 11.04(b) and (c), Tenant may at its own expense and in its own name obtain insurance against loss or damage by fire and such other risks as it determines to cover buildings, equipment, inventory, fixtures, personal property and improvements made to the Property by Tenant subsequent to Tenant's taking possession of the Property under this Lease.

(b) Tenant must procure and at all times maintain, in its own name and at its expense, physical property damage insurance covering the Required Improvements described in paragraph 6.02 in an amount not less than 90% of the replacement cost of the Required Improvements. Such insurance must afford coverage for damages resulting from, at a minimum (i) fire, (ii) perils covered by extended coverage insurance, and (iii) explosion of steam and pressure boilers and similar apparatus located on the Property.

(c) During construction of the Required Improvements and during any subsequent restorations, alterations, or changes in the Required Improvements at a cost in excess of \$250,000 per job, Tenant must procure and maintain builder's all risk insurance in an amount reasonably satisfactory to Landlord.

11.05 Required Endorsements and Authorization

In addition to, and without limiting the requirements of paragraphs 11.01 through 11.04, Tenant must at all times maintain and give to the Landlord, for Landlord's benefit, current insurance endorsements substantially in the form of **Exhibit E** and **Exhibit F**. Tenant must also grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord an authorization substantially in the form of **Exhibit G**. Tenant must, from time to time, execute and deliver to Landlord such additional authorizations (Exhibit G) that Landlord may request.

12. CONDEMNATION

12.01. Condemnation

In the event the Property, or any part thereof or interest therein, is taken for public purposes by condemnation as a result of any action or proceeding in eminent domain, or is transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article 12.

12.02. Total Taking

If all of the Property is taken or so transferred, this Lease and all the right title and interest thereunder of Tenant will cease on the date title to the Property vests in the condemning authority.

12.03. Partial Taking - Termination of Lease

In the event the taking or transfer of part of the Property leaves the remainder of the Property in such location, or in such form, shape or reduced size, or so inaccessible as to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, then this Lease and all of the right, title and interest thereunder of Tenant will cease on the date title to the Property vests in the condemning authority, and the condemning authority enters into possession.

12.04. Partial Taking - Continuation of Lease

In the event the taking or transfer of a part of the Property leaves the remainder of the Property in such location and in such form, shape or size, or so accessible as to be effectively

and practicably usable in the opinion of Tenant for the purpose of operation thereon of Tenant's business, this Lease will terminate and end as to the portion of the Property so taken or transferred as of the date title to such portion vests in the condemning authority and the condemning authority enters into possession, but will continue in full force and effect as to the portion of the Property not so taken or transferred. If there is a partial taking and this Lease is not terminated, then the annual rent payable under this Lease will abate for the portion of the Property taken in the proportion that such portion bears to all of the Property.

12.05. Compensation

If any compensation is payable as a result of eminent domain proceedings or a transfer in lieu thereof, Landlord and Tenant may each make a claim against the condemning or taking authority for the amount of any just compensation due to each of them, respectively. Tenant must make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that in the event of a single award to Landlord that includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

13. DEFAULT

13.01. Default

Each of the following events will be deemed an event of default by the Tenant under this Lease and a breach of the terms, covenants and conditions of this Lease:

(a) A default in the payment of the rent and additional sums due under this Lease, or any part thereof, for a period of ten (10) days from the due date for the payment of such rent or additional sums.

(b) A default in the performance of any other term, covenant or condition on the part of the Tenant to be kept, performed or observed for a period of fifteen (15) days after Landlord gives to Tenant a written notice specifying the particular default or defaults; provided, however, that any default on the part of Tenant in the performance of work or acts required to be done, or conditions to be modified, will be deemed to be cured if steps are taken promptly (and in no event later than thirty (30) days after such notice has been given) by Tenant to rectify the same and are prosecuted to completion with diligence and continuity.

(c) The use of the Property or buildings and improvements thereon for purposes other than those enumerated herein, to which Landlord has not given its written consent.

(d) The abandonment of the Property by Tenant. If the Property is deserted or Tenant does not use the Property for the purposes stated in paragraph 5.01 for 12 months or more, it will be deemed abandoned, even if Tenant continues to pay rent.

(e) Tenant making an assignment for the benefit of creditors, filing a petition in bankruptcy, petitioning or applying to any tribunal for the appointment of a custodian, receiver, or any trustee for it or a substantial part of its assets, or commencing any proceedings under any bankruptcy, reorganization, arrangement, readjustment of debt,

dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect; or the filing of any such petition or application, or the commencing of any such proceeding against it, in which an order for relief is entered or that remains undismissed for a period of 30 days or more; or Tenant by any act or omission indicating its consent to, approval of, or acquiescence in any such petition, application, or proceeding or order for relief or the appointment of a custodian, receiver, or any trustee for it or any substantial part of any of its properties, or the suffering of any such custodianship, receivership, or trusteeship to continue undischarged for a period of 30 days or more.

(f) Tenant being generally unable to pay its debts as such debts become due.

(g) Tenant having concealed, removed, or permitted to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or making or suffering a transfer of any of its property that may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or suffering or permitting, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings or distraint that is not vacated within 30 days from the date thereof.

13.02. Landlord's Remedies

In the event of any default by Tenant as recited in paragraph 13.01 of this Lease, Landlord will have all of the below-enumerated rights and remedies, all in addition to any rights and remedies that Landlord may be given by statute, common law or otherwise. All rights of Landlord are cumulative, and none will exclude any other right or remedy. Landlord's rights and remedies include the following:

(a) Landlord may declare the term of this lease ended by written notice to Tenant. Upon such termination of this Lease, Tenant must surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and to expel or remove Tenant and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Upon such termination of Tenant's right to possession, Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are enumerated in paragraph 13.02 (a).

(c) Landlord may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term or Renewal Term, as applicable, for any sum that Landlord may deem reasonable, except as provided in (e) of this paragraph.

(d) Landlord may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover, whether this Lease be terminated or not, from Tenant, damages provided for below consisting of items (i), and (ii), or, at Landlord's election in lieu of (ii), item (iii):

(i) actual attorney's fees and other expenses incurred by Landlord by reason of the breach or default by Tenant; and

(ii) an amount equal to the amount of all rent and additional sums reserved under this Lease, less the net rent, if any, collected by Landlord on reletting the Property, that shall be due and payable by Tenant to Landlord on the several days on which the rent and additional sums reserved in this Lease would have become due and payable; that is to say, upon each of such days Tenant must pay to Landlord the amount of deficiency then existing. Such net rent collected on reletting by Landlord will be computed by deducting from the gross rent collected all expenses incurred by Landlord in connection with the reletting of the Property, or any part thereof, including broker's commission and the cost of renovating or remodeling the Property or the buildings or improvements thereon, provided, however, Landlord must take diligent effort in reletting the Property to obtain a rental rate as close to or above that required of Tenant under this Lease or else Landlord will not have access to the remedy set out in this subparagraph 13.02(e)(ii); or

(iii) an amount to be due immediately on breach, equal to the difference between the rent and the fair and reasonable rental value of the Property for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Property for the period for which such installment was payable will be discounted to the date of such breach at the rate of eight percent (8%) per year.

(f) Reentry or reletting of the Property, or any part thereof, will not be deemed a termination of this Lease, unless expressly declared to be so by Landlord.

(g) If this Lease is deemed terminated, Tenant's liabilities will survive and Tenant will be liable for damages as provided in this paragraph 13.02.

13.03. Assignment of Rents to Landlord

Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under the Lease, all rent from any subletting of all or a part of the Property as permitted by this Lease, and Landlord, as assignee and attorney-in-fact for Tenant or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligation under this Lease, except that, until the occurrence of an act of default by Tenant, Tenant will have the right to collect such rent.

14. RESERVED

OPTIONAL ARTICLE 14

(to be used when the lease needs to be "mortgageable")

14. LEASEHOLD MORTGAGES

14.01. Definitions

As used in this article 14, the following capitalized terms will have the meanings set forth below:

"Indebtedness" means the amount that is outstanding at any given time under a Permitted Mortgage.

"Landlord's Estate" means all of Landlord's right, title and interest in its fee estate in the Property, its reversionary interest in improvements under this Lease, and all other rental and benefits due Landlord hereunder.

"Mortgagee" means the holder or beneficiary of any Permitted Mortgage.

"Permitted Mortgage" means collectively any deed(s) of trust, mortgage(s), and other collateral security instruments serving as security for a construction loan or permanent loans, or both, (otherwise permitted to be incurred hereunder) that encumber Tenant's Estate, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) of any Permitted Mortgage; provided, however in no event may any such Permitted Mortgage encumber Landlord's Estate.

"Tenant's Estate" means all of Tenant's right, title and interest in its leasehold estate in the Property, its fee estate in the improvements, and its interest under this Lease.

14.02. Encumbrance of Tenant's Estate

Tenant will have the right at any time and from time to time to encumber all or any portion of Tenant's Estate pursuant to one or more Permitted Mortgages, provided Tenant must:

(a) promptly following its receipt of any notice of default or other notice of the acceleration of the maturity of a Permitted Mortgage from a Mortgagee, deliver a true and correct copy thereof to Landlord; and

(b) refrain from encumbering or purporting to encumber, by means of a Permitted Mortgage or otherwise, Landlord's Estate.

14.03. Conditions For Mortgagee Protections

Provided that any Mortgagee first provides Landlord with a conformed copy of a Permitted Mortgage that contains the name and address of such Mortgagee, and provided such Permitted Mortgage was executed in compliance with the terms hereof, Landlord hereby covenants and agrees to faithfully perform and comply with the provisions of paragraph 14.04 below with respect to such Permitted Mortgage.

14.04. Mortgagee Protections

Subject to compliance with the provisions of paragraphs 14.01 through 14.03 above, Landlord agrees as follows:

(a) **No Termination.** No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of article 14 of this Lease will be binding upon a Mortgagee without its prior written consent.

(b) Notices. If Landlord gives any notice, demand, election or other communication that may adversely affect the security for a Permitted Mortgage, including without limitation a notice of an event of default hereunder (hereinafter collectively "Notices"), to Tenant, Landlord must give a copy of each such Notice to the Mortgagee at the address previously designated by it. Such copies of Notices will be sent by Landlord and deemed received as described in article 17 of this Lease. No Notice given by Landlord to Tenant will be binding upon or affect said Mortgagee unless a copy of said Notice is given to it pursuant to this article. In the case of an assignment of such Permitted Mortgage or change in address of such Mortgagee, said assignee or Mortgagee, by written notice to Landlord, may change the address to which such copies of Notices are to be sent. Landlord will not be bound to recognize any assignment of such Permitted Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, such assignee will be deemed to be the Mortgagee hereunder with respect to the Permitted Mortgage being assigned. If such Permitted Mortgage is held by more than one person, corporation or other entity, no provision of this Lease requiring Landlord to give Notices or copies thereof to said Mortgagee will be binding upon Landlord unless and until all of said holders designate in writing one of their number to receive all such Notices and copies thereof and have given to Landlord an original executed counterpart of such designation. Notice given to the one so designated is effective as notice to all them.

(c) Performance of Covenants. The Mortgagee may perform any term, covenant or condition and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord will accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Mortgagee will not thereby be subrogated to the rights of Landlord.

(d) Delegation to Mortgagee. Tenant may delegate irrevocably to the Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be binding upon Landlord unless and until either Tenant or the Mortgagee gives Landlord a true copy of a written instrument effecting such delegation. Such delegation of authority may be effected by the terms of the Permitted Mortgage itself, in which case service upon Landlord of an executed counterpart or conformed copy of said Permitted Mortgage in accordance with this article, together with written notice specifying the provisions therein that delegate such authority to said Mortgagee, will be sufficient to give Landlord notice of such delegation.

(e) Default by Tenant. In the event of an event of default by Tenant in the payment of any monetary obligation hereunder, Landlord agrees not to terminate this Lease unless and until Landlord provides written notice of such event of default to any Mortgagee and such Mortgagee fails to cure such event of default within ten (10) business days following the expiration of any grace or cure periods granted Tenant herein. In the event of an event of default by Tenant in the performance or observance of any non-monetary term, covenant, or condition to be performed by it hereunder, Landlord agrees not to terminate this Lease unless and until Landlord provides written notice of such event of default to any Mortgagee and such Mortgagee fails to cure such event of default within thirty (30) business days following the expiration of any grace or cure periods granted Tenant herein; provided, however, if such event or default cannot practicably be cured by the Mortgagee without taking possession of the Property, or if such event of default is not susceptible to being cured by the Mortgagee, then Landlord will not terminate this Lease if and as long as:

(i) In the case of an event of default that cannot practicably be cured by the Mortgagee without taking possession of the Property, the Mortgagee has delivered to Landlord, prior to the date on which Landlord is entitled to give notice of lease termination, a written instrument wherein the Mortgagee unconditionally agrees that it will cure such an event of default, and that if this Lease thereafter is terminated prior to the curing of such default, said Mortgagee must pay to Landlord the cost of curing such an event of default;

(ii) In the case of an event of default that cannot practicably be cured by the Mortgagee without taking possession of the Property, said Mortgagee must proceed diligently to obtain possession of the Property as Mortgagee (including possession by receiver), and, upon obtaining such possession, must proceed diligently to cure such event of default in accordance with the guarantee delivered pursuant to subsection (i) above; and

(iii) In the case of an event of default that is not susceptible to being cured by the Mortgagee, the Mortgagee must institute foreclosure proceedings and diligently prosecute the same to completion (unless in the meantime it acquires Tenant's estate hereunder, either in its own name or through a nominee, by assignment in lieu of foreclosure).

The Mortgagee will not be required to obtain possession or to continue in possession as Mortgagee of the property pursuant to subsection (ii) above, or to continue to prosecute foreclosure proceedings pursuant to subsection (iii) above, if and when such event of default is cured. Nothing herein will preclude Landlord from exercising any of its rights or remedies with respect to any other event of default by Tenant during any period of such forbearance, but in such event the Mortgagee will have all of its rights provided for herein. If the Mortgagee, its nominee, or a purchaser in a foreclosure sale, acquires title to Tenant's Estate and cures all events of default that are susceptible of being cured by the Mortgagee or by said purchaser, as the case may be, then prior events of default that are not susceptible to being cured by the Mortgagee or by said purchaser will no longer be deemed events of default hereunder.

(f) New Lease. If any Mortgagee acquires Tenant's Estate as a result of a judicial or non-judicial foreclosure under any Permitted Mortgage, or by means of a deed in lieu of foreclosure, or through settlement of or arising out of any pending or contemplated foreclosure action, such Mortgagee will thereafter have the right to assign or transfer Tenant's Estate to an assignee upon obtaining Landlord's consent with respect thereto, which consent will not be unreasonably withheld or delayed, and subject to all of the other provisions of article 8 above. Upon such acquisition of Tenant's Estate as described in the preceding sentence by the Mortgagee, or the assignee of Mortgagee, Landlord will execute and deliver a new ground lease of the Property to such Mortgagee or such assignee of Mortgagee given not later than one hundred twenty (120) days after such party's acquisition of the Tenant's Estate. Said new ground lease will be identical in form and content to the provisions of this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining term hereof), and the elimination of any requirements that have been fulfilled by Tenant prior thereto, and said new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of such new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant named herein from the Property.

(g) **Further Amendments.** Landlord and Tenant hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision that may reasonably be requested by any proposed Mortgagee for the purpose of implementing the Mortgagee protection provisions contained in this Lease and allowing such Mortgagee reasonable means to protect or preserve the lien of the Permitted Mortgage on the occurrence of an event of default hereunder. Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate any such amendment; provided, however, that any such amendment must not in any way affect the term or rental under this Lease, nor otherwise in any material respect adversely affect any rights of Landlord under this Lease.

(h) **Financial.** Landlord hereby agrees to cooperate reasonably with Tenant or any third party, or both, at Tenant's sole expense, in connection with Tenant's efforts to obtain financing for, or in connection with, the Property.

15. REMOVAL OF TRADE FIXTURES, EQUIPMENT, AND MACHINERY UPON EXPIRATION OR TERMINATION OF LEASE

15.01. Removal Upon Expiration

Trade fixtures, machinery, equipment, and other items of personal property owned by Tenant will be considered Tenant's property at all times during this Lease and must be removed by Tenant at its own expense from the Property upon the expiration of the Term or Renewal Term of this Lease, unless Landlord gives written consent to allow such property to remain on the Property. If the removal of Tenant's trade fixtures, machinery, equipment and other items of personal property causes injury or damage to the Property, including buildings or improvements that will remain on the Property, Tenant must repair such injury or damage or pay Landlord the full amount to repair the same. In the event Tenant, without Landlord's written consent, fails to remove such property on or before the expiration of this Lease, the Landlord may, at its election, immediately (i) declare all or any part of the property abandoned, in which case title to such property will vest in Landlord, or (ii) to the extent Landlord does not elect to declare it abandoned and take title to such property, Landlord may, in any manner that it sees fit, remove, store, destroy, or otherwise dispose of the property at the Tenant's expense and without liability to Tenant for any loss, damage, value, or other compensation claimed by Tenant as a consequence.

15.02. Removal After Early Termination

In the event this Lease terminates for any reason before the scheduled expiration of the Term or Renewal Term, as applicable, Tenant must within one month after such early termination date remove Tenant's trade fixtures, machinery, equipment and other items of personal property, unless Landlord gives written consent to allow such personal property to remain on the Property. If the removal of Tenant's trade fixtures, machinery, equipment and other items of personal property causes injury or damage to the Property, including buildings or improvements that will remain on the Property, Tenant must repair such injury or damage or pay Landlord the full amount to repair the same. On or before the end of such one month period, Tenant may extend the time for removal of such personal property for an additional one month upon written notice to Landlord accompanied by payment of compensation for the entire two month period following the early termination date at a rate equal to 125% of the monthly rental rate in effect on the early termination date (i.e., monthly rental rate x 125% x 2 months). Acceptance of such compensation will not extend the term of the Lease nor create

a month-to-month tenancy. In the event Tenant fails to remove such property within one month after the early termination of this Lease, or within two months if Tenant elects to extend by giving timely notice and paying compensation, the Landlord may, at its election, immediately (a) declare all or any part of the property abandoned, in which case title to such property will vest in Landlord, or (b) to the extent Landlord does not elect to declare abandoned and take title to such property, Landlord may, in any manner that it sees fit, remove, store, destroy, or otherwise dispose of the property at the Tenant's expense and without liability to Tenant for any loss, damage, value, or other compensation claimed by Tenant as a consequence.

16. HAZARDOUS MATERIALS

16.01. Use of Hazardous Materials on the Property

(a) Tenant must not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Tenant or its authorized representatives, customers, invitees or sublessees, except for such Hazardous Material as is necessary or useful to Tenant's lawful use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, must be handled, used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material. Such Hazardous Material must be handled only by properly trained personnel.

(c) Tenant must not discharge, leak or emit, or permit to be discharged, leaked or emitted, any material into the atmosphere, ground, sewer system or any body of water, if such material (as reasonably determined by the Landlord, or any governmental authority) does or may, pollute or contaminate the same, or may adversely affect (i) the health, welfare or safety of persons, whether located on the Property or elsewhere; or (ii) the condition, use or enjoyment of the Property or any other real or personal property.

(d) If any discharge, leak, spill, emission, or pollution of any type occurs upon or from the Property during the Lease term or any holdover, Tenant will immediately notify Landlord and all appropriate federal, state, and local authorities, and will act immediately to contain the spill, repair any damage, absorb and clean up the spill area and restore the Property to comply with the applicable portions of any federal, state, or local law or regulation then in effect.

(e) Tenant hereby agrees that it will be fully liable for all costs and expenses related to the handling, use, storage, and disposal of Hazardous Material brought or kept on the Property by the Tenant, its authorized representatives, customers, invitees and sublessees, and the Tenant must give immediate notice to the Landlord of any violation or potential violation of the provisions of subparagraphs 16.01 (a), (b), (c) and (d).

16.02. Indemnification of Landlord

Any other provisions of the Lease to the contrary notwithstanding, Tenant must defend, indemnify and hold harmless Landlord and its authorized representatives, from and against any claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind of nature, known or unknown, contingent or

otherwise, arising out of or in any way related to: (a) the presence, disposal, release, or threatened release of any such Hazardous Material that is on, from, or affecting the Property, soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any bodily injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Material; (c) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Material; and/or (d) any violation of any laws applicable thereto. However, this paragraph will apply only if the acts or omissions giving rise to the claims, demands, penalties, fines, judgments, liabilities, settlements, damages, costs, or expenses: (i) occur in whole or in part during the Term of this Lease or during any time of Tenant's possession or occupancy of the Property prior to or after the term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors. The provisions of this paragraph will be in addition to any other obligations and liabilities Tenant may have to Landlord at law or equity and will survive the termination of this Lease.

16.03. Hazardous Material Defined

"Hazardous Material" is any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Alaska, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" also includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

17. GENERAL PROVISIONS

17.01. Estoppel Certificates

Either party must at any time and from time to time upon not less than thirty (30) days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance. The cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees, must be paid by the requesting party.

17.02. Conditions and Covenants

All the provisions of this Lease will be deemed as running with the land, and will be construed to be "conditions" as well as "covenants," as though the words specifically expressing or imparting covenants and conditions were used in each separate provision.

17.03. No Waiver of Breach

No failure by either Landlord or Tenant to insist upon the strict performance by the other of any term, covenant or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof, will constitute a waiver of any such breach or of such terms, covenants or conditions. No waiver of any breach will affect or alter this Lease, but each and every term, covenant and condition of this Lease will continue in full force and effect with respect to any other then existing or subsequent breach.

17.04. Attorney's Fees

(a) If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant must pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party must reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

17.05. Time of Essence

Time is of the essence of the Lease and of each provision.

17.06. Computation of Time

The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

17.07. Successors in Interest

Each and all of the terms, covenants and conditions in this Lease will inure to the benefit of and will be binding upon the successors in interest of Landlord and Tenant.

17.08. Entire Agreement

This Lease contains the entire agreement of the parties with respect to the matters covered by this Lease, and no other agreement, statement of promise made by any party that is not contained in the Lease will be binding or valid.

17.09. Governing Law and Venue

This Lease will be governed by, construed and enforced in accordance with the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, must be brought in the Third Judicial District of the State of Alaska.

17.10. Partial Invalidity

If any provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will remain in full force and effect and will in no way be affected, impaired or invalidated, unless such provisions are considered by Tenant to be integral to Tenant's use of the Property for the purposes stated herein in which case Tenant will have the authority to terminate this Lease upon thirty (30) days written notice to Landlord.

17.11. Relationship of Parties

Nothing contained in this Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant and neither the method of computation of rent, nor any other provision contained in this Lease nor any acts of the parties, shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

17.12. Interpretation

The language in all parts of this Lease must in all cases be simply construed according to its fair meaning and not for or against Landlord or Tenant as both Landlord and Tenant have had opportunity for the assistance of attorneys in drafting and reviewing this Lease.

17.13. Number and Gender

In this Lease, the neuter gender includes the masculine and the feminine, and the singular number includes the plural; the word "person" includes corporation, partnership, firm or association wherever the context so requires.

17.14. Mandatory and Permissive

"Shall," "must," "will," and "agrees" are mandatory; "may" is permissive.

17.15. Captions

Captions of the paragraphs of this Lease are for convenience and reference only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

17.16. Amendment

This Lease is not subject to amendment except in writing executed by all parties hereto.

17.17. Delivery of Notices - Method and Time

All notices, demands or requests from one party to another must be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, or (ii) facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission) to the

addresses stated in paragraph 17.18 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

17.18. Notices

All notices, demands and requests from Tenant to Landlord must be given to Landlord at the following address:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148

All notices, demands or requests from Landlord to Tenant must be given to Tenant at the following address:

Facsimile: _____

17.19. Change of Address or Agent

Each party may, from time to time, to designate a different address or different agent for service of process by notice given in conformity with paragraph 17.17.

17.20. Multi-Party Tenant

If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

[OPTIONAL SPECIAL PROVISIONS] -- 18.01 prior lease amended and superceded

18. SPECIAL PROVISIONS

18.01. Prior Lease

Landlord and Tenant are parties to a Lease Agreement affecting the Property dated November 1995 and recorded in the records of the Homer Recording District at Book 247, commencing at Pages 893 (the "Former Lease"). This Lease amends and supercedes the Former Lease effective as of November 1, 2002, and on and after that date the Former Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Former Lease prior to that date.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates hereinbelow set forth.

Landlord:

CITY OF HOMER

Date: _____

By _____
Ronald Wm. Drathman,
City Manager

Tenant:

Date: _____

By _____

(name)
(title)

Date: _____

By _____

(name)
(title)

ORIGINAL

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2002, by Ronald Wm. Drathman, City Manager of the City of Homer, on behalf of the City of
Homer.

Mary Calhoun, AAE/CMC,
Homer City Clerk
My Term Expires: with office .

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2002, by _____, as _____ (title) of
_____, (name of entity), a state of _____
(state) _____ (type of entity) on behalf of _____
(name of entity).

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____,
2002, by _____, as _____ (title) of
_____, (name of entity), a state of _____
(state) _____ (type of entity) on behalf of _____
(name of entity).

ORIGINAL

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, _____, is a _____ organized under the laws of the state of _____. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The _____ (specify whether shareholders, partners, members, etc.) and their percentage of ownership are as follows:

Name _____ %

Address: _____

Name _____ %

Address: _____

Name _____ %

Address: _____

Name _____ %

Address: _____

TOTAL 100 %

EXHIBIT B

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE
AND AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON
BEHALF OF TENANT**

ORIGINAL

EXHIBIT C
SITE PLANS

ORIGINAL

EXHIBIT D
FLOOR PLANS

ORIGINAL

EXHIBIT E

GENERAL LIABILITY INSURANCE ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624

Attn.: City Manager

A. POLICY INFORMATION

1. Insurance company _____; Policy no. _____
2. Policy term (from) _____ to _____
Endorsement effective date: _____
3. Named insured _____
4. Address of named insured _____
5. Policy is: _____ claims made _____ occurrence
6. If claims made: Retroactive date: _____ Is tail coverage afforded? _____
7. Limit of liability any one occurrence: \$ _____ Aggregate: \$ _____
8. Deductible or self-insured retention (nil unless otherwise specified):
\$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured; (b) products and completed operations of the named insured; or (c) premises owned, leased or used by named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. SCOPE OF COVERAGE. The policy: (a) if primary, affords coverage at least as broad as forms currently in use as approved by the State of Alaska Division of Insurance; and (b) if excess, affords coverage which is at least as broad as the primary insurance forms reference in the preceding subpart (a).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR ITS AUTHORIZED REPRESENTATIVE:

I, _____ (print/type name), _____ (title)
warrant that I have authority to bind the below-named insurance company and, by my
signature hereon, do so bind this company.

Signature: _____
(original signature required on endorsement furnished to the City)

Company _____

Address _____

Phone _____

Fax _____

EXHIBIT F

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624

A. POLICY INFORMATION

1. Insurance company: _____ ("Company");
Policy No. _____
2. Effective date of this endorsement: _____
3. Named insured: _____
4. Employer's liability limit (Coverage B): _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **CANCELLATION NOTICE.** The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Such notice shall be sent to the address given in the heading of this endorsement.

2. **WAIVER OF SUBROGATION.** The Company agrees to waive all rights of the subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insured for the City.

C. SIGNATURE OF INSURER OR ITS AUTHORIZED REPRESENTATIVE

I, _____ (print/type name), _____ (title)
warrant that I have authority to bind the below-named insurance company and, by my signature hereon, do so bind this company.

Signature: _____
(original signature required on endorsement furnished to the City)

Company _____
Address _____

Phone _____ Fax _____

EXHIBIT G

PERMISSION TO OBTAIN INSURANCE POLICIES

The City of Homer is hereby granted permission to request and obtain copies of _____ ("Tenant") insurance policies from Tenant's broker and/or insurer, _____. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

Date: _____

TENANT NAME

By: _____

(printed name)
(title)

By: _____

(printed name)
(title)

EXHIBIT H
LEGAL DESCRIPTION EXHIBIT

ORIGINAL

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA
AND
NEW

_____, 201_

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of _____, 201_, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and _____ a _____ [state of organization] _____ [type of entity] ("Tenant"), whose address is _____.

OPTIONAL PARAGRAPH, APPLICABLE WHEN TENANT IS NOT A NATURAL PERSON

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to **Exhibit A** are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

RECITALS

WHEREAS, Landlord owns certain properties having a strategic location near the waterfront and marine-related public infrastructure; and

WHEREAS, it is the policy of Landlord to retain ownership of these properties, and to make them available for leasing, in order to encourage growth in targeted economic sectors, to insure that Landlord receives the maximum benefit from a large investment in public infrastructure, and to provide land for businesses that require close proximity to the waterfront or infrastructure to operate efficiently and profitably; and

WHEREAS, Landlord has accepted Tenant's proposal to lease and develop the property leased herein, because Tenant's proposed use of the property should further Landlord's goals for the development of Landlord's properties, and Tenant's proposal to lease and develop the property is a material inducement to Landlord leasing the property to Tenant; and

WHEREAS, Tenant has made its own determination that its proposed development of the property will be economically feasible, and that the term for which it is leasing the property will be sufficient to amortize Tenant's investment in developing the leased property under Tenant's proposal.

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Annual Rent Adjustment" and "Annual Rent Adjustment Date" are defined in Section 4.01(b).

- (b) "Base Rent" is defined in Section 4.01.
- (c) "Complete" and "Completion" mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.
- (d) "Council" means the City Council of the City of Homer, Alaska.
- (e) "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Alaska, or (ii) ten and one-half percent (10.5%).
- (f) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.
- (g) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.
- (h) "Extended Term" is defined in Section 3.02.
- (i) "Five Year Rent Adjustment Date" is defined in Section 4.02(a).
- (j) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.
- (k) "Landlord" means the City of Homer, Alaska.
- (l) "Lease Policy" means the City of Homer Property Management Policy and Procedures, as adopted and amended from time to time by Council resolution.
- (m) "Leasehold Mortgage" is defined in Section 13.01.
- (n) "Property" is defined in Section 2.01.
- (o) "Qualified Mortgagee" is defined in Section 13.03.
- (p) "Required Improvements" is defined in Section 6.02.
- (q) "Tenant" means _____.
- (r) "Term" is defined in Section 3.01.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

- Exhibit "A" Schedule of Organization, Owners, Percentage of Ownership
- Exhibit "B" Conformed Copy of Resolution Authorizing Lease and Authorizing Signers to Sign Lease Agreement on Behalf of Tenant
- Exhibit "C" Legal Description of Property
- Exhibit "D" Tenant's Lease Proposal
- Exhibit "E" Site Plan
- Exhibit "F" Required Improvements Floor Plan
- Exhibit "G" Certificates of Insurance
- Exhibit "H" Permission to Obtain Insurance Policies

ARTICLE 2. THE PROPERTY

2.01 Lease of Property. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property ("Property"):

[must insert legal description], Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing _____ square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. _____;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

2.02 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and other charges and performing its other obligations under this Lease, shall have quiet enjoyment of the Property during the Term without hindrance or interference by Landlord or by any person claiming an interest in the Property through Landlord.

2.03 Property Accepted "As Is." Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant's intended use, and accepts the Property "AS IS." Landlord, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions, including the presence of any Hazardous Substance.

OPTIONAL PARAGRAPH 2.03. APPLICABLE IF TENANT OBTAINS ENVIRONMENTAL ASSESSMENT.

2.03 Property Accepted "As Is;" Exception for Hazardous Substances.

(a) Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant's intended use, and accepts the Property "AS IS." Except as provided in subsection (b), Landlord, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions.

(b) Tenant shall obtain, at its own expense, a phase I environmental assessment of the Property as of the earlier of (i) the commencement of the Term, and (ii) Tenant's initial occupancy of the Property. If Landlord reasonably determines that the phase I environmental assessment is acceptable, Landlord will warrant that the condition of the Property as of the applicable date with regard to the presence of any Hazardous Substance is consistent with the results of the phase I environmental assessment.

2.04 No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is _____ years, commencing on _____, 201____, and ending on _____, 20____ ("Term").

3.02 Options to Extend Lease Term.

(a) Tenant has the option to extend the Term for _____ additional, consecutive _____ year periods (each an "Extended Term"), provided that:

(1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before the last day of the Term or current Extended Term, as the case may be;

(2) At the time Tenant exercises the option, and at all times thereafter until the Extended Term commences, Tenant is not materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease; and

(3) Tenant may exercise no more than one option to extend the Term during the Term or any Extended Term.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in Section 3.02(a) renders that option and all options as to subsequent Extended Terms null and void.

3.03 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, plus any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes in connection with this Lease, including without limitation any investment in leasehold improvements. Tenant acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term or the final Extended Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as provided in Section 3.02.

(b) Not less than 12 months before the expiration of the Term or the final Extended Term, Tenant may apply to Landlord for a renewal of this Lease in the manner that a person then would apply for a new lease of the Property. In response to a timely application, the Council will determine whether to renew this Lease, and the term of any renewal, in its sole discretion. The Council is under no obligation to renew this Lease, or to renew this Lease for the term that Tenant requests. If the Council does not grant a timely application to renew this Lease, Tenant shall prepare to surrender possession of the Property as required by Section 3.04, and dispose of improvements on the Property as required by Section 6.08.

3.04 Surrender of Possession. Upon the expiration or earlier termination of the Term or the final Extended Term, Tenant shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted, and shall remove from the Property all personal property that was not present on the Property at the commencement of the Term. If Tenant fails to surrender the Property in the required condition, Landlord may restore the Property to such condition and Tenant shall pay the cost thereof, plus interest at the Default Rate, on demand. Section 6.08 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term or final Extended Term.

3.05 Holding Over. Tenant's continuing in possession of the Property after the expiration or earlier termination of the Term or final Extended Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, Tenant's continued possession of the Property after the end of the Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to 150% of the monthly Base Rent in effect at the end of the Term, subject to all other terms of this Lease. For good cause, Landlord may waive all or part of the increase in Base Rent during the holdover period.

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$ _____ ("Base Rent"). Base Rent is payable monthly in advance in installments of \$ _____, plus tax, on _____, 201_, and on the ____ day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Commencing January 1, _____, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of improvements (other than utilities) made by tenants. The appraisal may be performed as part of an appraisal of other properties of Landlord that are comparable in location and value. The Base Rent will be adjusted effective _____ 1 of the year of each appraisal (each such date is a "Five Year Rent Adjustment Date") to an amount equal to the greater of (i) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (ii) the adjusted Base Rent in effect immediately before the Five Year Rent Adjustment Date. The rent adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

(b) **Annual Rent Adjustments.** In addition to the rent adjustments under Section 4.02(a), the Base Rent also shall be adjusted annually (the "Annual Rent Adjustment") effective _____ 1, and on each _____ 1 thereafter, excluding each Five Year Rent Adjustment Date (each such date being an "Annual Rent Adjustment Date"), by the increase or decrease, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 2000-present=100 ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics most recently before the Annual Rent Adjustment Date. If the CPI-U is revised or ceases to be published, Landlord instead shall use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in Landlord's judgment the CPI-U for the relevant period.

4.03 Taxes, Assessments and Other Governmental Charges. Tenant shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to the Property, improvements on the Property and personal property that is situated on the Property; provided that Tenant may contest in good faith any such tax, assessment or other governmental charge without subjecting the Property to lien or forfeiture. If an assessment on the Property that is not payable in installments becomes due during the Term or an Extended Term, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term or Extended Term by 10. If this Lease subsequently is extended or renewed, the part of the assessment that Tenant shall pay shall be determined by adding the extended or renewal term to the number of years remaining in the Term when the assessment became due. If the Term commences or expires during a tax year, the taxes or assessments payable for that year will be prorated between Landlord and Tenant. Tenant shall exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments and other governmental charges.

4.04 Utility Charges. Tenant shall pay all charges for utility and other services provided to or used on the Property, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal and refuse removal. Tenant shall be solely responsible for the cost of utility connections.

4.05 Tenant to Pay for City Services. Tenant shall pay for all services provided by the City of Homer that are related to the use or operation of the Property, improvements thereon and Tenant's activities thereon. Without limiting the generality of the preceding sentence, Tenant shall pay for wharfage, crane use, ice, and other Port and Harbor services at

the rates established by the City of Homer from time to time. Tenant shall provide the City of Homer with the information necessary to determine wharfage, crane use, ice and other Port and Harbor service charges, keep written records of such information for not less than two years after such charges are due, and, upon request, make such records available to the City of Homer for inspection and audit.

4.06 Additional Rent and Landlord's Right to Cure Tenant's Default. All costs or expenses that Tenant is required to pay under this Lease at Landlord's election will be treated as additional rent, and Landlord may exercise all rights and remedies provided in this Lease in the event of nonpayment. If Tenant defaults in making any payment required of Tenant or defaults in performing any term, covenant or condition of this Lease that involves the expenditure of money by Tenant, Landlord may, but is not obligated to, make such payment or expenditure on behalf of Tenant, and any and all sums so expended by Landlord, with interest thereon at the Default Rate from the date of expenditure until repaid, will be additional rent and shall be repaid by Tenant to Landlord on demand, provided, however, that such payment or expenditure by Landlord will not waive Tenant's default, or affect any of Landlord's remedies for such default.

4.07 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent as security for Tenant's performance of its obligations under this Lease. Landlord will hold the security deposit, and may commingle it with other funds of Landlord. If Tenant defaults in performing any obligation under this Lease, including without limitation the payment of rent, Landlord may apply all or any portion of the security deposit to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of the default. Upon demand, Tenant shall deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term or Renewal Term. If Tenant has fully complied with all of its obligations under this Lease through the first five years of the Term, Landlord will remit to Tenant any balance of the security deposit, without interest, within 30 days after the expiration of the first five years of the Term.

OPTIONAL PARAGRAPH 4.08, APPLICABLE TO FISH PROCESSORS WITH ACCESS TO OUTFALL LINE

4.08 Outfall Line Connection Agreement. Tenant shall connect to the City of Homer fish processor outfall line. On or before the commencement of the Term of this Lease, Tenant shall enter into a Fish Processor Outfall Line Connection Agreement with Landlord, and thereafter at its own expense install and maintain a fish grinder as required by the Fish Processor Outfall Line Connection Agreement. Tenant shall comply with the terms of the Fish Processor Outfall Line Connection Agreement until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date the City of Homer ceases to maintain the outfall line.

ARTICLE 5. SECURITY INTEREST

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a security interest in the following collateral ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements

thereon against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies of a secured party under the UCC regarding the Collateral. Tenant shall execute such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the security interest granted by Tenant.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

6.01 Use of Property. Tenant's undertaking to use and improve the Property as described in Tenant's proposal to Landlord is a material inducement to Landlord leasing the Property to Tenant. Tenant shall improve and use the Property in the manner described in Tenant's proposal. Tenant's proposed use of the Property is described in **Exhibit D**. Tenant shall not use or improve the Property for any purpose other than as described in Tenant's proposal without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term and any Renewal Term keep and maintain as the minimum development on the Property the following improvements ("Required Improvements"):

The Required Improvements also are depicted in the site plan and floor plans in **Exhibit E** and **Exhibit F**, respectively. Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction within one additional year.

6.03 Construction Prerequisites. Tenant may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than 30 days before commencing construction, Tenant shall submit to Landlord preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to Landlord's approval, which will not be unreasonably withheld. Landlord shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction,

notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than five days before commencing construction, Tenant shall deliver to Landlord one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Tenant to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by Landlord, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five days before commencing construction, Tenant shall give Landlord written notice of its intent to commence construction, and furnish to Landlord the following:

(1) Proof that all applicable federal, state and local permits required for the construction have been obtained.

(2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

6.04 Extensions of Time for Completion of Required Improvements. Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

6.05 Additional and Replacement Improvements.

(a) Construction of improvements that are not consistent with terms of this Lease is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council.

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

6.06 As-Built Survey. Within 30 days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant shall provide Landlord with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. Tenant shall

accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

6.07 Ownership of Improvements. Any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and any Extended Terms and may be removed or replaced by Tenant, subject, however, to (i) Tenant's obligations concerning the Required Improvements in Section 6.02; and (ii) the designation of improvements in **Exhibit D** for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term as provided in Section 6.08(a).

6.08 Disposition of Improvements at End of Term.

(a) At the expiration of the Term or Extended Term Tenant shall leave in place on the Property all improvements designated in **Exhibit D** for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term. Tenant shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy. Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all of Tenant's interest in such improvements. Except for improvements that Tenant is required to leave on the Property, Tenant shall remove any improvements constructed by Tenant or other occupants of the Property under this Lease before the expiration of the Term or Extended Term.

(b) Tenant shall notify Landlord before commencing the removal of an improvement as required under Section 6.08(a), and coordinate the removal work with Landlord. Once Tenant commences the removal work, Tenant shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term or Extended Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(c) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under Section 6.08(a), Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

(d) If Landlord terminates this Lease because of a default by Tenant, all improvements on the Property become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects to remove any improvements, Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 7. CARE AND USE OF THE PROPERTY

7.01 Maintenance of the Property. Tenant at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

7.02 Repair of Improvements.

(a) Except as provided in Section 7.02(b), in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant shall at Tenant's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed 18 months nor may the period of removal exceed 45 days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the Required Improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the Required Improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the Required Improvements to substantially the same condition as they were in immediately before such damage. Tenant shall not be required to restore the Required Improvements under the following circumstances:

(1) If the cost of repairing or restoring the Required Improvements, net of any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within 15 days after determining the restoration cost and replacement cost, and this Lease shall terminate as of the date of such notice.

(2) If the repair or restoration of the Required Improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party.

(3) If any damage or casualty to the Required Improvements occurs within three years before the end of the Term or any Renewal Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

Nothing in this paragraph relieves Tenant of the obligation to surrender the Property upon the expiration or earlier termination of the Term in the condition required by Section 3.03.

(c) Under no circumstance shall Landlord be under any obligation to use or advance any of its own funds to restore any Required Improvements.

7.03 Nuisances Prohibited. Tenant at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Tenant shall not use the Property in any manner that will constitute waste or a nuisance. Landlord, at Tenant's expense and without any liability to Tenant, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Tenant, or after four hours notice to Tenant in writing, by telephone, facsimile or in person if Landlord makes a written finding that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Tenant shall pay Landlord all the costs of such removal, plus interest at the Default Rate, as additional rent under this Lease. This section does not

limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

7.04 Compliance with Laws. Tenant's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

7.05 Liens. Except as provided in Article 13, Tenant may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Tenant shall cause the same to be removed; provided that Tenant may in good faith and at Tenant's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Tenant has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Tenant shall indemnify and save Landlord harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

7.06 Radio Interference. Upon Landlord's request, Tenant shall discontinue the use on the Property of any source of electromagnetic radiation that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

7.07 Signs. Tenant may erect signs on the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

7.08 Garbage Disposal. Tenant shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week. Tenant may not place garbage, trash, rubbish or other refuse from the Property in Landlord's Homer Spit garbage disposal facilities.

7.09 Access Rights of Landlord. Landlord's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

OPTIONAL PARAGRAPH 7. __ APPLICABLE FOR USE OF FISH DOCK

7. __ Fish Dock Use Permit. Before using the City of Homer Fish Dock, Tenant shall obtain a City of Homer Fish Dock Use Permit. Tenant shall continue to have a current Fish Dock Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date Tenant ceases to use the Fish Dock.

OPTIONAL PARAGRAPH 7. __ APPLICABLE FOR USE OF OTHER DOCKS

7. __ Terminal Use Permit. Before using City of Homer Docks other than the Fish Dock, Tenant shall obtain a City of Homer Terminal Use Permit. Tenant shall continue to have a current Terminal Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date Tenant ceases to use City of Homer Docks other than the Fish Dock.

ARTICLE 8. RESTRICTIONS ON TRANSFER

8.01. Consent Required for Assignment or Sublease. Tenant shall not assign or sublease its interest in this Lease or in the Property without first obtaining the written consent of the Council, which will not be withheld unreasonably. Any assignment or sublease without the consent of the Council will be voidable and, at Landlord's election, will constitute a default. Tenant shall request consent of the Council in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. Tenant shall be assessed additional rent, as approved by the Council, upon approval of a sublease of the Property, but not upon a sublease of a building or other structure on the Property. No consent to any assignment or sublease waives Tenant's obligation to obtain Landlord's consent to any subsequent assignment or sublease. An assignment of this Lease shall require the assignee to assume the Tenant's obligations hereunder, and shall not release Tenant from liability hereunder unless Landlord specifically so provides in writing.

8.02 Events that Constitute an Assignment. If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment subject to Section 8.01. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 25% of the value of the assets of Tenant, will be deemed an assignment subject to Section 8.01; provided that if Tenant is a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of Tenant will not constitute an assignment subject to Section 8.01. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 25% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors.

8.03 Costs of Landlord's Consent to be Borne by Tenant. As a condition to Landlord's consent to any assignment or sublease under section 8.01, Tenant shall pay Landlord's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Tenant for Landlord's consent to the assignment or sublease.

ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE

9.01 Limitation of Landlord Liability. Landlord, its officers and employees shall not be liable to Tenant for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of Landlord, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

9.02 Indemnity Generally. Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of Landlord, its officers and employees.

9.03 Indemnity for Emergency Service Costs. Without limiting the generality of Section 9.02, in the event of a major fire or other emergency, Tenant shall reimburse Landlord for the cost of providing fire fighting and other emergency service to Tenant, the Property or at any other location where the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this section, a major fire or other emergency is one that requires more than five hours of effort by the City of Homer Fire Department.

9.04 Insurance Requirements.

(a) Without limiting Tenant's obligations to indemnify under this Lease, Tenant at its own expense shall maintain in force at the times provided in this section the following policies of insurance with a carrier or carriers reasonably satisfactory to Landlord and authorized to conduct business in the state of Alaska. Specific limits shown shall be the minimum acceptable limits, and if Tenant's policy contains higher limits, Landlord shall be entitled to coverage to the extent of such higher limits.

(b) Tenant shall maintain in force at all times during the Term the following policies of insurance:

(1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance also shall be endorsed to provide contractual liability insuring Tenant's obligations to indemnify under this Lease.

(2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.

(3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

(4) Environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

(5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. The policy shall include boiler and machinery coverage.

(c) During construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of \$250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.

(d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect. The certificates of insurance shall be attached hereto as **Exhibit G**. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit H** as Landlord may request.

[*ALTERNATIVE 9.04(b)(4)* — Optional provision waiving environmental insurance based on the authorized uses of Section 6.01.]

(4) Based on the authorized uses of the Property stated in section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from Landlord, for purposes other than those stated in section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

ARTICLE 10. ENVIRONMENTAL MATTERS

10.01 Use of Hazardous Substances. Tenant shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Tenant's authorized uses of the Property stated in Section 6.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

10.02 Prevention of Releases. Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any of its agents,

employees, contractors, tenants, subtenants, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

10.03 Compliance with Environmental Laws. Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

10.04 Notice. Tenant shall promptly give Landlord (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Tenant obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Tenant or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Tenant obtains regarding the release or discovery of Hazardous Substances on the Property.

10.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

10.06 Indemnification. Subject to section 10.09, Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against Landlord, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Tenant to comply with its obligations under this Article; (ii) any activities on the Property during Tenant's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Tenant; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property.

The liabilities, losses, claims, damages, and expenses for which Landlord is indemnified under this section shall be reimbursable to Landlord as and when the obligation of Landlord to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Tenant shall pay such liability, losses, claims, damages and expenses to Landlord as so incurred within 10 days after notice from Landlord itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to Landlord is required where, in the determination of Landlord, such itemization could be deemed a waiver of attorney-client privilege).

10.07 Survival of Obligations. The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term and any Renewal Term.

10.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Tenant against any person other than Landlord with respect to the presence of Hazardous Substances as set forth above.

10.09 Extent of Tenant's Obligations. Tenant's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or any Extended Term or during any time of Tenant's possession or occupancy of the Property prior to or after the Term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors.

10.10 Inspection at Expiration of Term. Within 90 days before the expiration of the Term or final Extended Term, Tenant shall at its own expense obtain a Phase I environmental inspection of the Property, and conduct any further inspection, including without limitation test holes, that is indicated by the results of the Phase I inspection. Tenant, at its own expense, shall remediate any contamination of the Property that is revealed by the inspections and that is Tenant's responsibility under this Article.

ARTICLE 11. CONDEMNATION

11.01 Article Determines Parties' Rights and Obligations. If any entity having the power of eminent domain exercises that power to condemn the Property, or any part thereof or interest therein, or acquires the Property, or any part thereof or interest therein by a sale or transfer in lieu of condemnation, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article.

11.02 Total Taking. If all of the Property is taken or so transferred, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority.

11.03. Partial Taking. If the taking or transfer of part of the Property causes the remainder of the Property to be not effectively and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority. If the taking or transfer of part of the Property leaves the remainder of the Property effectively

and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate as to the portion of the Property so taken or transferred on the date title to the Property vests in the condemning authority, but will continue in full force and effect as to the portion of the Property not so taken or transferred, and the Base Rent will abate in the proportion that the portion of the Property taken bears to all of the Property.

11.04 Compensation. Landlord and Tenant each may make a claim against the condemning or taking authority for the amount of just compensation due to it. Tenant shall make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that if a single award to Landlord includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

ARTICLE 12. DEFAULT

12.01 Events of Default. Each of the following shall constitute an event of default under this Lease:

(a) The failure of Tenant to pay rent or any other sum of money due under this Lease within 10 days after the due date.

(b) The failure of Tenant to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in Section 12.01(a), which is not cured within 30 days after notice thereof from Landlord to Tenant, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as Tenant shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

(c) The use of the Property or buildings and improvements thereon for purposes other than those permitted herein, to which Landlord has not given its written consent.

(d) The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within ninety (90) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within 10 days after its entry; Tenant making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of Tenant.

12.02 Landlord's Remedies. Upon the occurrence of an event default, Landlord has all of the following remedies, all in addition to any other remedies that Landlord may have at law or in equity:

(a) Terminate this Lease by written notice to Tenant, upon which Tenant shall surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and to expel or remove Tenant and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) By written notice declare Tenant's right to possession of the Property terminated without terminating this Lease, upon which Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are described Section 12.02(a).

(c) Subject to Section 12.01(e), relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term or Extended Term, as applicable, for any sum that Landlord may deem reasonable.

(d) Collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover from Tenant, with or without terminating this Lease, actual attorney's fees and other expenses incurred by Landlord by reason of Tenant's default, and elect to recover damages described under either (1) or (2):

(1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or

(2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term or Renewal Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

(f) Reentry or reletting of the Property, or any part thereof, shall not terminate this Lease, unless accompanied by Landlord's written notice of termination to Tenant.

12.03 Assignment of Rents. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Property, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease, except that Tenant has the right to collect such rent until the occurrence of an event of default by Tenant.

ARTICLE 13. LEASEHOLD MORTGAGES

13.01 Mortgage of Leasehold Interest. Tenant shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Tenant's improvements

situated on the Property to one or more deeds of trust, mortgages, and other collateral security instruments as security for a loan or loans or other obligation of Tenant (each a "Leasehold Mortgage"), subject to the remainder of this Article 13.

13.02 Subordinate to Lease. The Leasehold Mortgage and all rights acquired under it shall be subject and subordinate to all the terms of this Lease, and to all rights and interests of Landlord except as otherwise provided in this Lease.

13.03 Notice to Landlord. Tenant shall give Landlord notice before executing each Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage as proposed for execution. Upon Landlord's written consent to the Leasehold Mortgage and upon execution of the Leasehold Mortgage by all parties, the mortgagee shall become a Qualified Mortgagee as that term is used in this Lease. Tenant also shall deliver to Landlord a true and correct copy of any notice from a Qualified Mortgagee of default or acceleration of the maturity of the note secured by a Leasehold Mortgage promptly following Tenant's receipt thereof.

13.04 Modification or Termination. No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of this Article 11 will be binding upon a Qualified Mortgagee without its prior written consent.

13.05 Notice to Qualified Mortgagee.

(a) If Landlord gives any notice hereunder to Tenant, including without limitation a notice of an event of default, Landlord shall give a copy of the notice to each Qualified Mortgagee at the address previously designated by it.

(b) If a Qualified Mortgagee changes its address or assigns the Leasehold Mortgage, the Qualified Mortgagee or assignee may change the address to which copies of notices hereunder shall be sent by written notice to Landlord. Landlord will not be bound to recognize any assignment of a Qualified Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, the assignee will be the Qualified Mortgagee hereunder with respect to the assigned Leasehold Mortgage.

(c) If a Leasehold Mortgage is held by more than one person, Landlord shall not be required to give notices to the Qualified Mortgagee of the Leasehold Mortgage unless and until all of the holders of the Leasehold Mortgage give Landlord an original executed counterpart of a written designation of one of their number to receive notices hereunder. Notice given to the one so designated is effective as notice to all them.

13.06 Performance of Tenant Obligations.

(a) A Qualified Mortgagee may perform any obligation of Tenant and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Qualified Mortgagee will not thereby be subrogated to the rights of Landlord.

(b) Tenant may delegate irrevocably to a Qualified Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be

binding upon Landlord unless and until either Tenant or the Qualified Mortgagee gives Landlord a true copy of a written instrument effecting such delegation.

(c) If Tenant defaults in the payment of any monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 10 days after the expiration of any grace or cure periods granted Tenant herein. If Tenant defaults in the performance of any non-monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 30 days after the expiration of any grace or cure periods granted Tenant herein.

13.07 Possession by Qualified Mortgagee. A Qualified Mortgagee may take possession of the Property and vest in the interest of Tenant in this Lease upon the performance of the following conditions:

(a) The payment to Landlord of any and all sums due to Landlord under this Lease, including without limitation accrued unpaid rent.

(b) The sending of a written notice to Landlord and Tenant of the Qualified Mortgagee's intent to take possession of the Property and assume the Lease.

(c) The curing of all defaults not remediable by the payment of money within an additional 30 days after the date upon which such default was required to be cured by Tenant under the terms of this Lease.

13.08 No Liability of Mortgagee without Possession. A Qualified Mortgagee shall have no liability or obligation under this Lease unless and until it sends to Landlord the written notice described in paragraph 13.07(b). Nothing in this Lease or in the taking of possession of the Property and assumption of the Lease by a Qualified Mortgagee or a subsequent assignee shall relieve Tenant of any duty or liability to Landlord under this Lease.

13.09 New Lease. If a Qualified Mortgagee acquires Tenant's leasehold as a result of a judicial or non-judicial foreclosure under a Leasehold Mortgage, or by means of a deed in lieu of foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, which consent will not be unreasonably withheld or delayed, and subject to all of the other provisions of Article 8. Upon such acquisition by a Qualified Mortgagee or its assignee of Tenant's leasehold, Landlord will execute and deliver a new ground lease of the Property to the Qualified Mortgagee or its assignee not later than 120 days after such party's acquisition of Tenant's leasehold. The new ground lease will be identical in form and content to this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining Term hereof), and the elimination of any requirements that Tenant fulfilled prior thereto, and the new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of the new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant from the Property.

ARTICLE 14. GENERAL PROVISIONS

14.01 Authority. Tenant represents and warrants that it has complete and unconditional authority to enter into this Lease; this Lease has been duly authorized by Tenant's governing body; this Lease is a binding and enforceable agreement of and against Tenant; and the person executing the Lease on Tenant's behalf is duly and properly authorized to do so.

14.02 Estoppel Certificates. Either party shall at any time and from time to time upon not less than 30 days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is in full force and effect and has not been amended (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments); that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the Base Rent and other charges have been paid in advance. The requesting party shall pay the cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees.

14.03 Delivery of Notices - Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail or facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission) to the address for the recipient in Section 14.04 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

14.04 Addresses for Notices. All notices, demands and requests from Tenant to Landlord shall be given to Landlord at the following address:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email:

All notices, demands or requests from Landlord to Tenant shall be given to Tenant at the following address:

Facsimile: _____
Email: _____

Each party may, from time to time, to designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

14.05 Time of Essence. Time is of the essence of each provision this Lease.

14.06 Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

14.07 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

14.08 Captions. The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

14.09 Independent Contractor Status. Landlord and Tenant are independent contractors under this Lease, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between Landlord and Tenant. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

14.10 Parties Interested Herein. Nothing in this Lease, express or implied, is intended or shall be construed to give to any person other than Landlord, Tenant and any Qualified Mortgagee any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of Landlord, Tenant and any Qualified Mortgagee, and their permitted successors and assigns.

14.11 Multi-Party Tenant. If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

14.12 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

14.13 Successors and Assigns. This Lease shall be binding upon the successors and assigns of Landlord and Tenant, and shall inure to the benefit of the permitted successors and assigns of Landlord and Tenant.

14.14 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Lease. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

14.15 Attorney's Fees

(a) If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant shall pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

14.16 Severability. If any provision of this Lease shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Lease, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Lease shall remain in full force and effect.

14.17 Entire Agreement, Amendment. This Lease constitutes the entire and integrated agreement between Landlord and Tenant concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Landlord shall bind Landlord or be enforceable by Tenant unless specifically set forth in this Lease. This Lease may be amended only by written instrument executed and acknowledged by both Landlord and Tenant.

14.18 Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

14.19 Execution in Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

***[OPTIONAL SPECIAL PROVISIONS]* -- 14.20 prior lease amended and superseded**

14.20 Prior Lease. Landlord and Tenant are parties to a prior lease affecting the Property dated _____, 19____, a memorandum of which has been recorded in the records of the Homer Recording District under Document No. _____ (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of _____, 201____, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

Landlord:

Tenant:

CITY OF HOMER

By: _____
Walt Wrede, City Manager
(name/title)

By: _____

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 201_, by Walt Wrede, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 201_, by _____, _____ (title) of _____ (name of entity), a _____ (state) _____ (type of entity) on behalf of _____ (name of entity).

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, _____, is a _____ organized under the laws of the state of _____. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The _____ (specify whether shareholders, partners, members, etc.) and their percentage of ownership are as follows:

Name _____ %

Address: _____

Name _____ %

Address: _____

Name _____ %

Address: _____

Name _____ %

Address: _____

TOTAL 100 %

EXHIBIT B

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE AND
AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON BEHALF
OF TENANT**

NEW

EXHIBIT C
LOCATION OF PROPERTY
(Section 2.01)

NEW

EXHIBIT D
TENANT'S PROPOSED USE OF THE PROPERTY
(Section 6.01)

NEW

EXHIBIT E
SITE PLANS
(Section 6.02)

NEW

EXHIBIT F
FLOOR PLANS
(Section 6.02)

NEW

EXHIBIT G
CERTIFICATES OF INSURANCE
(Section 9.04(d))

NEW

EXHIBIT H
PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of _____ ("Tenant") insurance policies from Tenant's broker and/or insurer, _____. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

Date: _____

TENANT NAME

By:

_____ (printed name)
_____ (title)

By:

_____ (printed name)
_____ (title)

BE IT FURTHER RESOLVED if the Assembly's goal is to reduce travel expenditures and increase efficiency on the Planning Commission, the Council urges it to do so in a way that does not unfairly impact Homer and Seldovia.

PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

KENAI PENINSULA BOROUGH

Kenai Peninsula Borough Assembly

144 North Binkley Street
Soldotna, AK 99669
Phone 907-714-2160
Fax 907-714-2388

Gary Knopp, Assembly President
Charlie Pierce, Vice President

MEMORANDUM

TO: Gary Knopp, Assembly President
Kenai Peninsula Borough Assembly Members

FROM: Brent Johnson, Assembly Member *B for BJ*

DATE: April 5, 2011

RE: Ordinance 2011-07; reducing the number of Kenai Peninsula Borough Planning Commissioners from 13 to 11

In 2001 planning commission membership was increased from 11 to 13. The number 13 resulted from retaining a planning commissioner from each home rule or first class city in the borough, which totals five commissioners. AS 29.40.020 requires that the number of planning commissioners from within the home rule and first class cities be proportionate to the home rule and first class city population; however, the statute does not require each city to have its own representative. In order for representation on the planning commission to meet this requirement it was necessary to have eight nonarea-wide planning commissioners.

Having served on the planning commission for 15 years I am aware that the work of the commission can be accomplished with fewer than 13 commissioners. Seldovia has few items on the planning commission agenda and is the most costly seat to accommodate due to travel expenses. It could save the borough approximately \$16,000 - \$20,000 to combine the Seldovia and Homer seats and eliminate one seat from outside of the cities. By reducing the number of city representatives by one, the borough can also reduce the number of commissioners outside the cities by one. I am proposing to combine the Seldovia and Homer seats and the Sterling and Ridgway seats. Both the Seldovia and Sterling terms end in 2012, the proposed effective date of the ordinance, so no commissioner's term would be truncated by this ordinance.

Your consideration of this cost saving measure is appreciated.

Introduced by: Johnson
Date: 04/05/11
Hearing: 05/03/11
Action:
Vote:

**KENAI PENINSULA BOROUGH
ORDINANCE 2011-07**

**AN ORDINANCE REDUCING THE NUMBER OF KENAI PENINSULA BOROUGH
PLANNING COMMISSIONERS FROM 13 TO 11**

- 1 **WHEREAS,** Ordinance 2001-29 increased the KPB Planning Commission from 11 members to
2 13 members; and
- 3 **WHEREAS,** the workload of the Planning Commission can be accomplished by fewer than 13
4 planning commissioners; and
- 5 **WHEREAS,** KPB 2.40.010 provides that the planning commission shall include one member
6 from each first class or home rule city of the borough, which is not required by
7 statute; and
- 8 **WHEREAS,** AS 29.40.020 requires that representation on the planning commission from
9 within the first class and home rule cities be proportionate with the representation
10 of the planning commission on a nonareawide basis; and
- 11 **WHEREAS,** according to the most current census data, the City of Seldovia has less than 300
12 residents, while the other first class cities in the borough all have more than 3,000
13 residents; and
- 14 **WHEREAS,** the cost of providing Seldovia with a planning commissioner is nearly twice the
15 cost of providing other cities with planning commissioners; and
- 16 **WHEREAS,** Seldovia seldom has a subject on planning commission agendas; and

1 **WHEREAS**, the reduction of one planning commissioner from a city would allow for the
2 reduction of a planning commission seat from outside cities in accordance with
3 AS 29.40.020(A); and

4 **WHEREAS**, the Kenai Peninsula Borough is now facing budget constraints; and

5 **WHEREAS**, the Kenai Peninsula Borough will very likely face budget constraints in the future;
6 and

7 **WHEREAS**, it is in the best interest of the borough taxpayers to streamline government
8 wherever possible;

9 **NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI**
10 **PENINSULA BOROUGH:**

11 **SECTION 1.** KPB 2.40.010 is amended as follows:

12 2.40.010. Membership—Apportionment.

13 In accordance with AS 29.40.020(A):

14 A. The planning commission shall consist of a maximum of eleven
15 [THIRTEEN] members including one member each from the cities of Kenai,
16 Soldotna, and Seward and a member from either the city of Homer or city
17 of Seldovia. The seats on the borough planning commission shall be
18 apportioned so that the number of commissioners from first class and
19 home rule cities reflects the proportion of borough population residing in
20 first class and home rule cities. The home rule and first class city
21 representatives on the borough planning commission shall be selected by
22 the borough mayor and confirmed by the assembly from a list submitted
23 by the respective city council. Both the Homer and Seldovia city councils

1 may submit a list for consideration when the Homer-Seldovia seat is
2 vacant. [FROM EACH FIRST CLASS OR HOME RULE CITY OF THE BOROUGH
3 AND THE REMAINDER APPORTIONED SO THAT THE NUMBER OF MEMBERS
4 FROM HOME RULE AND FIRST CLASS CITIES REFLECTS THE PROPORTION OF
5 BOROUGH POPULATION RESIDING IN HOME RULE AND FIRST CLASS CITIES
6 LOCATED IN THE BOROUGH.] The planning commission seats within the
7 first class or home rule cities of the borough are:

- 8 1. Kenai
- 9 2. Soldotna
- 10 3. Seward
- 11 4. Homer/Seldovia
- 12 [5. SELDOVIA]

13 B. One planning commissioner from outside of first class and home rule
14 cities shall be appointed by the mayor and confirmed by the assembly
15 from each of the following areas as generally described below and
16 depicted in the map on file at the borough clerk's office bearing the
17 borough seal and identified as the planning commission apportionment
18 map approved in Ordinance [2001-29]. The sections described in the map
19 and below provide guidelines from which deviations are permitted
20 consistent with the intent that commissioners reside in areas throughout
21 the borough:

- 22 5.[6.] East Peninsula;
- 23 6.[7.] Southwest Borough;
- 24 7.[8.] Anchor Point/Ninilchik;
- 25 8.[9.] Kasilof/Clam Gulch;
- 26 9.[10.] Kalifornsky Beach
- 27 10.[11.] Ridgeway/Sterling;
- 28 [12. STERLING;]

1 11,[13.] Northwest Borough.

2 **SECTION 2.** That this ordinance takes effect July 31, 2012.

3 **ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS ***
4 **DAY OF * 2011.**

Gary Knopp, Assembly President

ATTEST:

Johni Blankenship, Borough Clerk

Yes:

No:

Absent:

City Manager/
Public Works Director

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AUTHORIZING THE CITY MANAGER TO
PREPARE AND ISSUE A SET OF REQUESTS FOR
PROPOSALS FOR FIVE YEAR TERM CONTRACTS FOR
ENGINEERING SERVICES.

WHEREAS, The City administration believes that the term contract approach has been very successful and beneficial to the City and wishes to enter into several new term contracts for engineering services; and

WHEREAS, Term contracts would increase the City's efficiency and productivity, especially now since there are so many public works projects funded and scheduled for design and construction in the next few years; and

WHEREAS, Term contracts save the City valuable time and money and they have the added advantage of attracting the most qualified firms because of the potential for longer term work on multiple projects; and

WHEREAS, The City Administration would like to increase its flexibility and access to specialized engineering services when needed by entering into three separate term contracts with engineering firms, one for civil work, one for water and sewer, and one for port and harbor.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby authorizes the City Manager to prepare and issue a set of requests for proposals for term contracts related to professional engineering services.

BE IT FURTHER RESOLVED that the Council authorizes three separate five-year term contracts for specialized engineering services; civil, water and sewer, and port and harbor.

PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 11-044

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AWARDING THE CONTRACT FOR A 2011 FORD ESCAPE HYBRID IN THE AMOUNT OF \$30,722.00 TO KENDALL FORD OF WASILLA, ALASKA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Request for Proposals was advertised in the Anchorage Daily News on March 20, 2011, posted on Craig's List and posted on the City's website; and

WHEREAS, One company requested proposal specifications; and

WHEREAS, Sealed proposals were due by 2:00 p.m. Thursday, March 31, 2011 and zero bids were received; and

WHEREAS, After approval from the City Manager bid packets were faxed to five local Ford dealerships on April 5, 2011 with a response deadline of 5:00 p.m. Wednesday, April 15, 2011 and two responsive bids were received; and

WHEREAS, A team of staff scored the bids based on the bid requirements and recommends awarding the bid to Kendall Ford of Wasilla, Alaska; and

WHEREAS, \$30,000 was budgeted under the Fleet Reserves account and the balance of \$722 may be taken from the Port and Harbor Enterprise Fund.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the contract for a 2011 Ford Escape Hybrid in the amount of \$30,722.00 to Kendall Ford of Wasilla, Alaska, and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal information: \$30,000.00 budgeted in Account 452-376-5901 and \$722.00 from Account 400-600-5236.



City of Homer

Port / Harbor

4350 Homer Spit Road
Homer, Alaska 99603-8005

Telephone (907) 235-3160
Fax (907) 235-3152
E-mail port@ci.homer.ak.us
Web Site <http://port.ci.homer.ak.us>

MEMORANDUM 11-061

TO: HOMER CITY COUNCIL & WALT WREDE, CITY MANAGER
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER *BH*
SUBJECT: RESULTS FROM THE PORT & HARBOR 2011 NEW VEHICLE ITB
DATE: APRIL 18, 2011

Discussion

The Invitation to Bid for the 2011 mid-size vehicle purchase closed Thursday, March 31, 2011. It was advertised in the Anchorage Daily News March 30th and on Craig's List.

Proposal Results

The Port of Homer requested bids for the purchase of a 2010 or later Ford Escape Hybrid for the Port Director/Harbormaster's vehicle.

There were zero bids submitted. The Port received approval from the City Manager to take a more direct approach and contact several local Ford dealerships. Bid packets were faxed to five dealerships with a deadline of Wednesday, April 13, 2011. Two responsive bids were received. A team made up of staff met to score the bids based on the requirements laid out in the bid packet.

After review of the bids, staff recommends awarding the bid to Kendall Ford of Wasilla for a total cost of \$30,722.00.

Recommendation

Award the bid to Kendall Ford of Wasilla, 2701 E. Mountain Village Drive, Wasilla, Alaska 99654, for a total cost of \$30,722.00.

Fiscal Note

Staff budgeted \$30,000.00 for this project in the 2011 budget under the fleet reserves account 452-376-5901. Staff proposes covering the overrun of \$722.00 under the Port and Harbor account 400-600-5236. Current Director's vehicle will be kept in the fleet for use by summer staff and Truck 409 will be marked for public auction in the next Surplus Sale.

Attached: 2011 Budget Project Accounts
April 4, 2011 Email Correspondence Re: Direct Contact Approval
Dealership Contact & Bid Holder List

**CITY OF HOMER
2011 OPERATING BUDGET**

**Port & Harbor Fleet Reserves
152 - 374**

| Acct # | 2008 Actual | 2009 Actual | 2010 Budget | 2011 Budget |
|----------------------|----------------|----------------|----------------|----------------|
| Beginning Balance | 39,139 | 69,139 | 73,545 | 68,796 |
| 4992 Annual Transfer | 30,000 | 30,000 | 30,000 | 30,000 |
| 5xxx Expenditures | | (25,594) | (34,749) | (30,000) |
| Subtotal | 69,139 | 73,545 | 68,796 | 68,796 |
| Encumbered | | | | |
| Ending Balance | 69,139 | 73,545 | 68,796 | 68,796 |

Expenditure Detail

| | 2008 | | 2009 | | 2010 | | 2011 | |
|--------------------------|--------|--------|--------|--------|--------|--------|--------|--------|
| Ord # | Budget | Actual | Budget | Actual | Budget | Actual | Budget | Actual |
| Skiff Motor Replacement | | | | | | | | |
| Snow Blade Attachment | | | | | | | | |
| 1 Ton 4X4 Truck & Plow | - | | | | | | | |
| Patrol Truck | | | 25,000 | 25,594 | | | | |
| Plow & Maintenance Truck | | | | | 35,000 | 27,474 | | |
| Redden Marine | | | | | | 7,275 | | |
| 1/2 Ton Pickup Truck | | | | | | | 30,000 | |
| | - | - | 25,000 | 25,594 | 35,000 | 34,749 | 30,000 | - |

This data is provided for information only, details can be found in the "Projects" tab of the budget.

Bryan Hawkins

From: Walt Wrede
Sent: Monday, April 04, 2011 8:03 AM
To: Bryan Hawkins
Subject: Re: Vehicle RFP

Yes. That sounds good. Be sure to send it to at least three and document well.

Walt

From: Bryan Hawkins
Sent: Monday, April 04, 2011 08:56 AM
To: Walt Wrede
Subject: Vehicle RFP

The RFP for the new directors vehicle closed Friday no proposals were submitted. Most likely the car dealerships didn't see the request in the paper.

It seems like we are going to need to take a more direct approach. I'd like to call the dealerships and send them a copy of the RFP hopefully that will bring us something we can work with.

What do you think?

Bryan Hawkins

Port Director/Harbormaster

Port of Homer

Homer, Alaska

(907)-235-3160 ext. 203

Invitation to Bid

For a 2011 Mid-Size Vehicle Purchase

(1) 2010 or later Ford Escape Hybrid

List of Contacted Ford Dealers Bids were Sent To Due by Wednesday, April 13, 2011 at 5:00 p.m.

| | <u>Dealer</u> | <u>Contact Name</u> | <u>Phone</u> | <u>Fax</u> | <u>Bid?</u> | <u>Bid Sent</u> | <u>Bid Rcvd.</u> |
|----|--|---------------------|------------------------------|--------------|-------------|-----------------|------------------|
| 1. | Kendall Ford of Wasilla 2701 E. Mountain Village Dr. Wasilla, AK 99654 | David Luke | 907-376-5656 | 907-352-5629 | Yes | 4/5/11 | 4/5/11 |
| 2. | Stanley Ford, Inc. 43965 Sterling Hwy. Soldotna, AK 99669 | Paul Olson | 907-714-3673 | 907-335-3367 | Yes | 4/5/11 | No bid |
| 3. | Cal Worthington Ford 1950 Gambell Street Anchorage, AK 99501 | Lee Smith | 907-276-5300 907-240-3223 | 907-793-8255 | Yes | 4/5/11 | 4/11/11 |
| 4. | Kodiak Motors, Inc. 201 Center Avenue Kodiak, AK 99615 | Debbie Refior | 907-486-3204 | 907-486-5899 | Yes | 4/5/11 | No bid |
| 5. | Seekins Ford Lincoln, Inc. 1625 Seekins Ford Drive Fairbanks, AK 99701 | Steven Angel | 907-459-4000 | 907-459-4007 | Yes | 4/5/11 | No bid |

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 11-045

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AWARDING THE CONTRACT FOR THE DEEP
WATER DOCK SECURITY GATE AND CAMERA SYSTEMS
PROJECT TO _____ OF _____
_____, _____, IN THE AMOUNT OF \$ _____ AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, The Invitation to Bid was advertised in the Homer News on March 24, and
31, 2011, in the Peninsula Clarion on March 27, 2011 and posted on the City's website; and

WHEREAS, Sealed bids were due by 2:00 p.m. Thursday, April 21, 2011; and

WHEREAS, and _____ bids were received that meet or exceed the basic requirements;
and

WHEREAS, _____ submitted the lowest responsive and responsible
bid for the Deep Water Dock Security Gate and Camera Systems project; and

WHEREAS, This award is not final until written notification is received by _____
_____, from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
hereby awards the contract for the Deep Water Dock Security Gate and Camera Systems project
to _____, of _____, _____ in the amount of \$ _____
and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 25th day of April, 2011.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal information: Acct. No. 415-923

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

