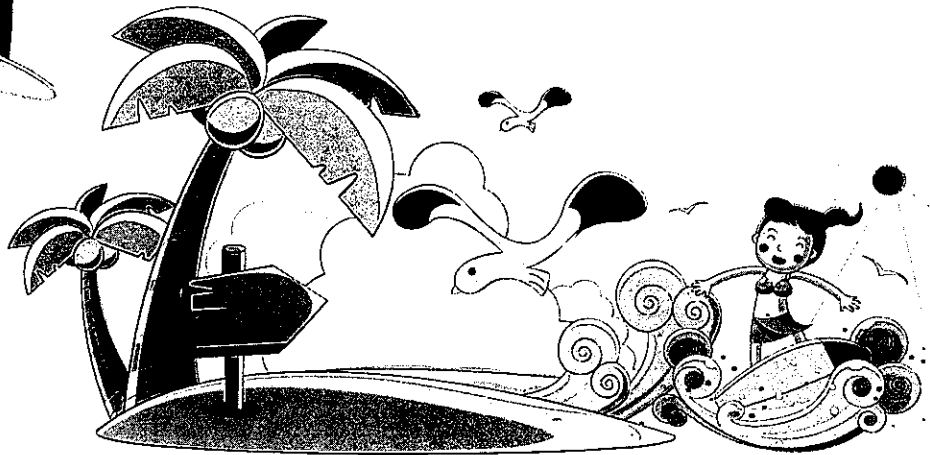


City Council
June 11, 2012
Monday



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

Produced and
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June 2012

Monday 11th	CITY COUNCIL Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m.
Tuesday 12th	ECONOMIC DEVELOPMENT ADVISORY COMMISSION Regular Meeting 6:00 p.m.
Thursday 14th	KACHEMAK DRIVE PATH COMMITTEE Meeting 5:30 p.m.
Tuesday 19th	WATER & SEWER RATE TASK FORCE Meeting 5:15 p.m.
Wednesday 20th	PLANNING COMMISSION Worksession 5:30 p.m. with PORT AND HARBOR ADVISORY COMMISSION and LEASE COMMITTEE; Regular Meeting 6:30 p.m.
Thursday 21st	PARKS AND RECREATION ADVISORY COMMISSION Regular Meeting 5:30 p.m.
Monday 25th	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 6:00 p.m.
Library Advisory Board 1st Tuesday 5:00 p.m.
Economic Development Advisory Commission 2nd Tuesday 6:00 p.m.
Parks and Recreation Advisory Commission 3rd Thursday of the month with exception of December 5:30 p.m.
Planning Commission 1st and 3rd Wednesday 6:30 p.m.
Port and Harbor Advisory Commission 4th Wednesday 5:00 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 3:00 p.m.
Permanent Fund Committee Quarterly 2nd Thursday 5:15 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

JAMES C. HORNADAY, MAYOR – 12
MARY E. (BETH) WYTHE, COUNCILMEMBER – 13
FRANCIE ROBERTS, COUNCILMEMBER – 12
BARBARA HOWARD, COUNCILMEMBER – 14
DAVID LEWIS, COUNCILMEMBER – 14
BRYAN ZAK, COUNCILMEMBER – 13
BEAUREGARD BURGESS, COUNCILMEMBER – 12

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.

COWLES COUNCIL CHAMBERS
491 E. PIONEER AVENUE
HOMER, ALASKA
www.cityofhomer-ak.gov



WORKSESSION
4:00 P.M. MONDAY
JUNE 11, 2012

MAYOR JAMES C. HORNADAY
COUNCIL MEMBER BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER BARBARA HOWARD
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER WALT WREDE
CITY CLERK JO JOHNSON

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. Natural Gas Line Distribution System Financing**
- 4. COMMENTS OF THE AUDIENCE**
- 5. ADJOURNMENT**
Next Regular Meeting is Monday, June 25, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

COWLES COUNCIL CHAMBERS
491 E. PIONEER AVENUE
HOMER, ALASKA
www.cityofhomer-ak.gov



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
JUNE 11, 2012

MAYOR JAMES C. HORNADAY
COUNCIL MEMBER BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER BARBARA HOWARD
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER WALT WREDE
CITY CLERK JO JOHNSON

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. REGULAR MEETING AGENDA**
- 4. COMMENTS OF THE AUDIENCE**
- 5. ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, June 25, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

COWLES COUNCIL CHAMBERS
491 E. PIONEER AVENUE
HOMER, ALASKA
www.cityofhomer-ak.gov



REGULAR MEETING
6:00 P.M. MONDAY
JUNE 11, 2012

MAYOR JAMES C. HORNADAY
COUNCIL MEMBER BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER BARBARA HOWARD
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER WALT WREDE
CITY CLERK JO JOHNSON

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

A. **Reconsideration issued by Councilmember Howard - Resolution 12-037, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.**
Page 15

B. **Reconsideration issued by Councilmember Howard - Resolution 12-038, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.**
Page 25

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 May 29, 2012. City Clerk. Recommend adoption. Page 31

6. VISITORS

- A. **Dave Brann**, Kachemak Bay Water Trails Association, proposed Water Trail, 10 minutes.

Memorandum 12-091 from Parks and Recreation Advisory Commission as backup.
Page 43

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. **Mayor's Recognition** - Community Recreation Kayaking Instructor Tom Pogson, National Water Safety Congress Award of Merit & Community Recreation Program Instructor. Page 49

- B. **Mayor's Recognition** – Homer Playground Project, Deb Cox and Miranda Weiss & Community Volunteers. Page 51

- C. Borough Report

- D. 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)

9. ORDINANCE(S)

- A. **Ordinance 12-21**, An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service. City Manager/Public Works Director. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 53

Memorandum 12-089 from Public Works Inspector as backup. Page 57

- B. **Ordinance 12-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission. City Clerk. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 59

- C. **Ordinance 12-23**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 67

Memorandum 12-092 from Police Chief as backup. Page 71

- D. **Ordinance 12-24**, An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation. City Manager. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 81

- E. **Ordinance 12-25**, An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road. City Manager/Public Works Director. Recommended dates: Introduction June 11, 2012, Public Hearing and Second Reading June 25, 2012. Page 87

10. CITY MANAGER'S REPORT

- A. City Manager's Report Page 123

- B. Bid Report Page 129

11. CITY ATTORNEY REPORT

12. COMMITTEE REPORT

- A. Public Arts Committee
- B. Transportation Advisory Committee
- C. Permanent Fund Committee
- D. Lease Committee
- E. Port and Harbor Improvement Committee
- F. Employee Committee Report
- G. Water and Sewer Rate Task Force

13. PENDING BUSINESS

14. NEW BUSINESS

- A. **Memorandum 12-090**, from Community and Economic Development Coordinator, Re: 2013-2018 CIP Schedule and FY 2014 Legislative Request Development Schedule.
Page 131
- B. **Memorandum 12-097**, from Systems Manager, Re: Tablets for Council Use.
Page 135
- C. **Memorandum 12-098**, from City Clerk, Re: 2013 Proposed Budget Schedule.
Page 137

15. RESOLUTIONS

- A. **If reconsidered: Resolution 12-037**, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.
Page 141

Resolution 12-037(S), A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.
Page 151

- B. **If reconsidered: Resolution 12-038**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission. Page 153

Resolution 12-038(S), A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission. Page 159

- C. **Resolution 12-051**, A Resolution of the City Council of Homer, Alaska, Establishing a 2012 Mill Rate of 10.0264 Mills for the Ocean Drive Loop Special Service District. City Manager. Page 161

- D. **Resolution 12-052**, A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Renewal of the Jail Service Contract for FY 2013 with the State of Alaska in the Amount of \$637,218.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief. Page 175

Memorandum 12-095 from Police Chief as backup. Page 177

- E. **Resolution 12-053**, A Resolution of the City Council of Homer, Alaska, Extending the Contract for General Counsel Legal Services with the Firm of Birch, Horton, Bittner, Inc. for the Period of August 1, 2012 through July 31, 2013 in the Amount of \$11,000.00 per Month and Authorizing the Mayor to Execute the Contract. City Clerk. Page 235

- F. **Resolution 12-054**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Prepare and Sign a Purchase Offer for Lot 75, Bunnells Subdivision. City Manager/Public Works Director. Page 237

Memorandum 12-093 from Public Works Director as backup. Page 239

- G. **Resolution 12-055**, A Resolution of the City Council of Homer, Alaska, Authorizing the Purchase of Cylindrical Rubber Fender Units for the Deepwater Dock Fender Replacement Project from the Firm of Fenderteam Americas, Inc. of Lansdowne, Virginia, in the Amount of \$58,672 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Page 245

Memorandum 12-094 from Public Works Director as backup. Page 247

- H. **Resolution 12-056**, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Policies, Fines and Fees Policy, for Overdue Items, Photocopies, Library Cards, Interlibrary Loan, Replacement and Damage Charges, and Digital Devices. City Clerk/Library Director. Page 251

Memorandum 12-096 from Library Director as backup.

Page 255

- 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 Monday, June 25, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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

RECONSIDERATION

CITY OF HOMER
HOMER, ALASKA

City Clerk/
Port and Harbor Advisory Commission

RESOLUTION 12-037

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE CITY OF HOMER FEE SCHEDULE
FOR PORT AND HARBOR FEES FOR THE PURPOSE OF
REPAYING A REVENUE BOND AND CONTRIBUTING TO THE
PORT AND HARBOR ENTERPRISE RESERVES.

WHEREAS, The Port and Harbor Improvement Committee was established by Resolution 11-060 to develop a Port and Harbor Improvement Revenue Bonding Plan and provide committee review and oversight throughout the implementation and completion of any approved plan; and

WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost of the project and financing; and

WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to harbor users is necessary for the purpose of repaying the revenue bond; and

WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Subcommittee that met twice and provided recommended changes to the Committee who in turn presented the recommended changes to the Port and Harbor Advisory Commission; and

WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified and the Commission proposed its amendment to the tariff rates; and

WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish Dock and Ice Plant maintenance; and

WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's recommendations and recommends the amendments to the City of Homer Fee Schedule as outlined in the attached Exhibit A.

WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any excess funds collected through these increases will be contributions to the Port and Harbor Enterprise Fund Reserve Account.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the City of Homer Fee Schedule as outlined in Exhibit A for the purpose of repaying a revenue bond and contributing to the Port and Harbor Enterprise Fund Reserve Account.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of ____, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.

EXHIBIT A
Resolution 12-037

PORT AND HARBOR DEPARTMENT

(The following fees have been set by legislative enactments to HCC 10, Ord. 95-18(A) and Resolutions 12-023, 10-89, 06-52, 06-04, 05-123, 04-96, 03-154(S), 03-104, 03-88, 00-39, 99-118(A), 99-101, 99-78(S), 99-30(A), 95-69 (Port/Harbor Tariff No. 600), Resolution 95-19, Resolution 01-84(S)(A), Resolution 02-81(A), Resolution 07-121, and Resolution 08-123)

Harbor Office - 235-3160

Fish Dock - 235-3162

All rates except load and launch ramp fees and parking fees for Ramps 1 - 4, which are inclusive of sales tax, will have sales tax applied. The resulting figure will be rounded to the nearest half dollar for billing purposes.

Administrative cost for changing boat in slip - \$25.00

A \$30.00 per year charge will be assessed for a listing on a permanent reserved stall assignment.

Large quantity waste oil disposal (with Harbor Master approval) - \$3.25 gallon

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. 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.

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.

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

Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.

Monthly parking permit for vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.

Long term parking will be enforced 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, limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.

Annual Moorage fee - ~~\$35.22~~ **\$37.86 (2012) \$40.50 (2013)** per lineal foot, plus \$50.00 administrative charge.

Reserved Stall - length of the float stall assigned, or overall length of vessel whichever is greater, plus \$50.00 administrative charge.

Float Plane Fee - daily moorage rate of (2) 24' vessels shall be assessed on a daily basis for float planes or a monthly rate equal to the monthly rate for (2) 24' vessels.

Dockage charges will be assessed based on linear foot per calendar day or portion thereof **as follows:** ~~at the rate of \$2.27 per foot for the length of the vessel.~~

	2012	2013
0' to 100'	\$254.13	\$338.00
101' to 200'	\$423.25	\$506.00
201' to 300'	\$677.75	\$788.00
301' to 350'	\$871.38	\$1,005.00
351' to 375'	\$961.01	\$1,098.00
376' to 400'	\$1,043.38	\$1,206.00
401' to 425'	\$1,137.26	\$1,337.00
426' to 450'	\$1,243.13	\$1,490.00
451' to 475'	\$1,327.51	\$1,604.00
476' to 500'	\$1,434.88	\$1,762.00
501' to 525'	\$1,580.26	\$1,996.00
526' to 550'	\$1,687.63	\$2,154.00
551' to 575'	\$1,806.01	\$2,334.00
576' to 600'	\$1,958.38	\$2,582.00
601' to 625'	\$2,174.26	\$2,957.00
626' to 650'	\$2,445.63	\$3,443.00
651' to 675'	\$2,711.10	\$3,917.00
676' to 700'	\$2,990.88	\$4,420.00
701' to 725'	\$3,368.76	\$5,119.00
726' to 750'	\$3,766.63	\$5,858.00
751' to 775'	\$4,188.01	\$6,644.00
776' to 800'	\$4,668.88	\$7,459.00

A service charge of \$52 will be assessed to each vessel.

These charges are applicable to the "outer face" and "trestle berth" of Deep Water Dock and to all berthing locations on Pioneer Dock. The "inside berth" (berth No.2) of Deep Water Dock will have a 4-hour minimum dockage charge of 1/6 the daily rate, and a half day (up to 12 hours) docking charge of 1/2 the daily rate, with no service charge applicable.

~~Cruise Ship dockage will be assessed per calendar day or portion thereof at the rate of \$2.27 per foot for the length of the vessel. A service charge of \$481.53 will be assessed to each Cruise Ship.~~

Wharfage:

Minimum wharfage on any shipment will be ten dollars (\$10). Except as otherwise specifically provided, rates are in dollars per short ton of 2,000 lbs. or per 40 cu. ft.

COMMODITY**WHARFAGE RATE**

Freight N.O.S.

\$7.96

(Not Otherwise Specified)

Freight at barge ramp

\$5.14

Poles, logs, cants or cut

\$3.95/thousand board ft.

finished lumber per M.M.

(Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)

Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for inbound products.

Petroleum products

~~\$.39~~/\$**0.6363 (2012) \$0.84 (2013)** /barrel

(inbound and outbound)

~~\$.0103~~ **\$0.01515 (2012) \$0.02 (2013)** per gallon

Wood Chips (all grades)

\$ as per contract

Seafood/fish product

Setting a tariff of \$4.76 per ton of seafood/fish product across the dock, regardless of species.

Livestock: Horses, mules,
cattle, hogs, sheep, goats,
all other livestock

\$10.12 per head

Fowl: Any kind, crated

\$10.12 per crate

Boats: Up to and including twenty (20) feet LOA \$15.66 each

Over twenty (20) feet LOA

\$1.60 per lineal ft.

(Fishing boats, pleasure craft, skiffs, dinghies and other boats moved over the docks.)

Demurrage

0.09/sq. ft.

Uplands Storage:

Land for Gear Storage-

First come-first served basis; approved by Harbormaster; primarily for fishing related gear.

Open areas, fishing gear 0.12/ sq. ft.

Open areas, non-fishing gear 0.17/ sq. ft.

Boat Trailers-

Short term storage, up to 7 days - space available basis - no fee.

Long term storage, 8 days or more - not available May 1 to Oct 1

Up to 30 feet

\$ 75.00/month Oct 1 to May 1

Over 30 feet

\$100.00/month Oct 1 to May 1

TIDAL GRIDS:

The City of Homer operates two tidal grids. The wooden grid is for vessels of less than 60 feet in length. The steel grid is only for use by vessels of 60 feet or greater in length. Vessels that remain on either grid after their scheduled tide may be assessed a 50% surcharge for each

unscheduled tide. Use of the steel grid shall be charged at the minimum rate applicable for a 60' boat if a boat of less length is allowed to use this grid.

The rate per foot per tide is \$1.05 for vessels 0' - 59'
The rate per foot per tide is \$2.55 for vessels 60' - 80'
The rate per foot per tide is \$3.25 for vessels 81' - 100'
The rate per foot per tide is \$3.82 for vessels 101' - 120'
The rate per foot per tide is \$4.24 for vessels 121' - 140'

WATER:

Potable water furnished to vessels at the Deep Water Dock and Main Dock:

Quantity charge - \$38.81 per one thousand gallons (minimum five thousand gallons).

Scheduled deliveries will have a minimum charge of one hundred and two (\$102.00) dollars for combined connection and disconnection.

Unscheduled deliveries will have a minimum charge of one hundred thirty nine dollars and thirty two cents (\$139.32) for combined connection and disconnection.

ELECTRICITY (per kilowatt):

Reserved stalls having a meter base at the berth shall be charged a meter availability fee.

The meter availability fee - \$23.95 per month

Connect/disconnect fee - \$28.80

Metered transient vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods. Connect/Disconnect fee 28.80.

Unless other arrangements have been made in writing with the Harbormaster, transient vessels shall be charged the following rates (where metered power is unavailable).

	<u>110 volt</u>	<u>220 volt</u>	<u>208 volt/3-phase</u>
Daily (or part thereof)	\$ 10.20	\$ 20.12	\$42.50
Monthly	\$152.67	\$341.70	available meter only

* Vessels requiring conversion plugs may purchase them from the Harbormaster's office for a nominal fee.

208 volt/3-phase electrical power is available at System 5 on a first come first served basis, for vessels will be charged the following rates:

1. There will be an electrical usage charge per kilowatt hour as determined by the local public utility;
2. Vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods.
3. There will be a \$28.80 connect/disconnect fee.

TOWING: Inside small boat harbor: Skiff with operator - 1/2 hour \$68.00, Skiff with operator - 1 hour \$102.00. Any additional personnel required will be charged at rate of \$102.00 per hour each.

PUMPING VESSEL: \$40.79 per day or portion thereof for electrical pumps.
\$69.97 per hour or portion thereof for gas pumps.

LABOR/PERSONNEL:

All labor provided by City personnel shall be charged at \$102.00 per hour (1/2 hour minimum at \$51.00). Work requiring callouts shall be charged at a minimum of two hours.

SPECIAL SERVICES:

Special services, including waste, bulk oil, or garbage disposal shall be billed at the City's actual cost plus 125% of city costs for services arranged for by the City but provided by others. Waste oil in quantities greater than 5 gallons, shall be charged a \$3.35 per gallon handling and disposal fee.

REGULATED GARBAGE HANDLING FEE:

Contact the Homer Harbormaster office for a list of contractors certified to handle regulated garbage at the Port of Homer. Fees will be negotiated between the contractor and vessel managers.

SEARCH AND RESCUE FEES:

When the City utilizes city equipment and personnel to provide search and rescue assistance to vessels outside of the Homer Port and Harbor, such as towing and rescue, the Harbormaster will charge users of those services \$102.00 per hour for skiff and operator for the first hour and for additional search and rescue assistance beyond one hour. Additional personnel will be charged at the rate of \$102.00 per man per hour.

PUBLIC LAUNCH RAMPS:

Vessels shall be charged \$13.00 per day to launch from the public launch ramps from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall only, not for other boats owned by the same individual.)

Vessel owners or operators may obtain a seasonal permit for \$130.00 entitling a specific vessel and owner to launch from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall only, not for other boats owned by the same individual.)

BEACHES AND BARGE RAMP:

The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

The Harbormaster shall charge a fee of \$1.50 per foot based on the overall length of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp.

Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances.

The user of any beach area or the barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by the harbor staff. The costs incurred by the harbor staff will be fully charged to the beach user. Labor rate for the harbor staff will be one hundred and two dollars (\$102.00) per hour per person, plus appropriate equipment rental and material costs.

Sandblasting of vessel hull is not permitted on City beaches or barge ramp; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach or ramp.

FISH DOCK:

The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear.

Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor Officer on duty.

Every person using a crane on the Fish Dock shall first obtain a license from the City.

Blocking access to cranes - \$150.00/hr.

Unattended vessels - \$150.00/hr.

Failure to obtain prior approval for a use other than loading and unloading fish, fish products or fishing gear will result in the imposition of a surcharge of thirty (\$30.00) dollars per hour in addition to the regular fee.

ITEM	FEE
Annual access	\$52.00 per year
Card (private license)	(annual renewal fee)
Card replacement fee	\$15.00 per occurrence
Cold Storage	\$334.75/month
(Cold storage rate structure is for storage area of eight (8) feet by ten (10) feet	\$309/per month for two (2) consecutive months
	\$283.25/per month for three (3) consecutive months
	\$275.50/per month for nine (9) month season
	Minimum one month rental
	Inspection \$50/per hour
Bait Storage Fee (4x4x4)	
Per Day	\$5.15
Per Week	\$25.75
Per Month	\$77.25
Ice Plant Bin Storage	
(Roofed over, open sided storage bins at west end of	\$200/per month, minimum two (2) months

of ice plant building sixteen (16) feet
by twelve (12) feet)

Fish Dock crane

\$90.64/per hour

Minimum charge per hour for crane

Fifteen minutes

Ice

~~\$119.00~~ **\$124.95 (2012) \$130.90**
(2013)/per ton

Seafood Wharfage/Fish product

Setting a tariff of \$4.76 per ton of
seafood/fish product across the docks.
Regardless of species bait in quantities
greater than one ton that is loaded onto a
vessel at Fish Dock, shall be charged
seafood wharfage.

Freight NOS, Nonfish Cargo

\$14.50/per ton for cargo going over the
Fish Dock.

Fish Waste Disposal Fees/Fish Grinder

\$5.00/Tub
\$30.00/Tote

**CITY OF HOMER
HOMER, ALASKA**

City Clerk/
Port and Harbor Advisory Commission

RESOLUTION 12-038

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE PORT OF HOMER TERMINAL
TARIFF NO. 600 FOR THE PURPOSE OF REPAYING A
REVENUE BOND AND CONTRIBUTING TO THE PORT AND
HARBOR ENTERPRISE RESERVES.

WHEREAS, The Port and Harbor Improvement Committee was established by Resolution 11-060 to develop a port and harbor improvement revenue bonding plan and provide committee review and oversight throughout the implementation and completion of any approved plan; and

WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost of the project and financing; and

WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to harbor users is necessary for the purpose of repaying the revenue bond; and

WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Subcommittee that met twice and provided recommended changes to the Committee who in turn presented the recommended changes to the Port and Harbor Advisory Commission; and

WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified and the Commission proposed its amendment to the tariff rates; and

WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish Dock and Ice Plant maintenance; and

WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's recommendations and recommends the amendments to the Port of Homer Terminal Tariff No. 600 as outlined in the attached Exhibit A.

WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any excess funds collected through these increases will be contributions to the Port and Harbor Enterprise Fund Reserve Account.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of Homer Terminal Tariff No. 600 as outlined in Exhibit A for the purpose of repaying a revenue bond and contributing to the Port and Harbor Enterprise Fund Reserve Account.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of____, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.

EXHIBIT A
Resolution 12-038

		2011			
	2010	& CURRENT		2012	2013
Rules or Category	RATES	RATES		PROPOSED	PROPOSED
34.13 Wait List Fee	\$ 30.00	\$ 30.00		\$30.00	\$30.00
34.15 Waste Oil over 5 gallon per gallon	\$ 3.25	\$ 3.25		\$3.25	\$3.25
34.18b Annual Moorage Fee	\$ 34.19	\$ 35.22	15% over 2yrs	\$37.86	\$40.50
Administrative Charge	\$ 50.00	\$ 50.00		\$50.00	\$50.00
34.19					
Dockage	\$ 2.20	\$ 2.27	to Anchorage	using mid-	
			current rates	range of LOA	
			over 2 yrs		
			0' to 100'	\$254.13	\$338.00
			101' to 200'	\$423.25	\$506.00
			201' to 300'	\$677.75	\$788.00
			301' to 350'	\$871.38	\$1,005.00
			351' to 375'	\$961.01	\$1,098.00
			376' to 400'	\$1,043.38	\$1,206.00
			401' to 425'	\$1,137.26	\$1,337.00
			426' to 450'	\$1,243.13	\$1,490.00
			451' to 475'	\$1,327.51	\$1,604.00
			476' to 500'	\$1,434.88	\$1,762.00
			501' to 525'	\$1,580.26	\$1,996.00
			526' to 550'	\$1,687.63	\$2,154.00
			551' to 575'	\$1,806.01	\$2,334.00
			576' to 600'	\$1,958.38	\$2,582.00
			601' to 625'	\$2,174.26	\$2,957.00
			626' to 650'	\$2,445.63	\$3,443.00
			651' to 675'	\$2,711.10	\$3,917.00
			676' to 700'	\$2,990.88	\$4,420.00
			701' to 725'	\$3,368.76	\$5,119.00
			726' to 750'	\$3,766.63	\$5,858.00
			751' to 775'	\$4,188.01	\$6,644.00
			776' to 800'	\$4,668.88	\$7,459.00
Cruise Ship Dockage	\$ 2.20	\$ 2.27		remove	remove
Cruise Ship Service Charge	\$ 467.50	\$ 481.53		\$481.53	\$481.53
Dockage Service Charge	\$ 50.00	\$ 52.00		\$52.00	\$52.00
34.2					
Freight N.O.S.	\$ 7.96	\$ 7.96		\$7.96	\$7.96
Freight at Barge Ramp	\$ 5.14	\$ 5.14		\$5.14	\$5.14
Poles, Logs, cants or cut	\$ 3.95	\$ 3.95		\$3.95	\$3.95
Petroleum Products					
Barrel	\$ 0.37	\$ 0.39	42gal= 1 barrel	\$0.6363	\$0.84

Gallon	\$ 0.01	\$ 0.0103	to \$.02 over 2yrs	\$0.01515	\$0.02
Seafood/Fish Products	\$ 4.62	\$ 4.76		\$4.76	\$4.76
Livestock	\$ 10.12	\$ 10.12		\$10.12	\$10.12
Fowl	\$ 10.12	\$ 10.12		\$10.12	\$10.12
Boats					
Up to 20 ft. Each	\$ 15.66	\$ 15.66		\$15.66	\$15.66
Over 20 ft. per lineal ft.	\$ 1.60	\$ 1.60		\$1.60	\$1.60
34.21					
Demurrage per sq. ft.	\$ 0.08	\$ 0.09		\$0.09	\$0.09
34.22 Uplands Storage					
Open area fishing gear	\$ 0.12	\$ 0.12		\$0.12	\$0.12
Open area non-fishing gear	\$ 0.17	\$ 0.17		\$0.17	\$0.17
Fenced storage yard	\$ 0.24	\$ 0.24		\$0.24	\$0.24
Shelter Deck Storage/per month	\$ 35.00	\$ 35.00		\$35.00	\$35.00
34.23 Tidal Grids					
0 - 59'	\$ 1.02	\$ 1.05		\$1.05	\$1.05
60 - 80'	\$ 2.48	\$ 2.55		\$2.55	\$2.55
81 - 100'	\$ 3.16	\$ 3.25		\$3.25	\$3.25
101 - 120'	\$ 3.70	\$ 3.82		\$3.82	\$3.82
121 - 140'	\$ 4.11	\$ 4.24		\$4.24	\$4.24
34.25					
DWD Potable Water					
Per Thousand Gallon	\$ 37.68	\$ 38.81		\$38.81	\$38.81
Connect/Disconnect Scheduled	\$ 99.00	\$ 102.00		\$102.00	\$102.00
Connect/Disconnect Not Scheduled	\$ 135.26	\$ 139.32		\$139.32	\$139.32
Electricity					
Reserved Stall					
Meter Availability Fee	\$ 23.25	\$ 23.95		\$23.95	\$23.95
Connect/Disconnect Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Transient Vessel					
Meter Availability Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Connect/Disconnect Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Non-Metered Power					
Daily					
110 volt	\$ 9.90	\$ 10.20		\$10.20	\$10.20
220 volt	\$ 19.53	\$ 20.12		\$20.12	\$20.12
208 volt three phase	\$ 43.88	\$ 45.20		\$45.20	\$45.20
Monthly					
110 volt	\$ 148.22	\$ 152.67		\$152.67	\$152.67

220 volt	\$ 331.74	\$ 341.70		\$341.70	\$341.70
Towing inside Harbor					
1/2 hour	\$ 66.00	\$ 68.00		\$68.00	\$68.00
1 hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
Pumping Vessel					
Elect Pump per day	\$ 39.60	\$ 40.79		\$40.79	\$40.79
Gas Pump per hour (includes attendant)	\$ 67.93	\$ 69.97		\$69.97	\$69.97
City Personnel Labor					
per hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
per 1/2 hour	\$ 49.50	\$ 51.00		\$51.00	\$51.00
Waste oil over 5 gal - per gal	\$ 3.25	\$ 3.35		\$3.35	\$3.35
Regulated Garbage Handling	\$ 800.00	\$ 800.00		\$800.00	\$800.00
Regulated Garbage per 100 lbs.	\$ 90.00	\$ 90.00		\$90.00	\$90.00
34.26					
Passenger Fees			remove	remove	remove
34.27 Search & Rescue per hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
34.28					
Boat Launch Ramp					
Per day	\$ 12.00	\$ 13.00		\$13.00	\$13.00
Season Pass	\$ 125.00	\$ 130.00		\$130.00	\$130.00
34.29					
Beaches/Barge Ramp					
Vessels up to 50 ft. per foot	\$ 1.45	\$ 1.50		\$1.50	\$1.50
Vessels over 50 ft. per foot	\$ 1.45	\$ 1.50		\$1.50	\$1.50
34.3					
Fish Dock					
Vessels blocking cranes per hr	\$ 150.00	\$ 150.00		\$150.00	\$150.00
Unattended vessels	\$ 150.00	\$ 150.00		\$150.00	\$150.00
Annual access	\$ 50.00	\$ 52.00		\$52.00	\$52.00
Card Replacement Fee	\$ 15.00	\$ 15.00		\$15.00	\$15.00
Cold Storage Fee per month	\$ 325.00	\$ 334.75		\$334.75	\$334.75
Two consecutive months	\$ 300.00	\$ 309.00		\$309.00	\$309.00
Three consecutive months	\$ 275.00	\$ 283.25		\$283.25	\$283.25
Nine month season	\$ 250.00	\$ 257.50		\$257.50	\$257.50
Bait Storage Fee (4x4x4)					
Per day	\$ 5.00	\$ 5.15		\$5.15	\$5.15
Per week	\$ 25.00	\$ 25.75		\$25.75	\$25.75

Per month	\$ 75.00	\$ 77.25		\$77.25	\$77.25
Crane usage per hour	\$ 88.00	\$ 90.64		\$90.64	\$90.64
Ice per ton	\$ 115.50	\$ 119.00	10% over 2 yrs	\$124.95	\$130.90
Seafood wharfage	\$ 4.62	\$ 4.76		\$4.76	\$4.76
Freight non seafood per ton	\$ 14.00	\$ 14.50		\$14.50	\$14.50
Parking per calendar day	\$ 5.00	\$ 5.00		\$5.00	\$5.00
Labor Day - Memorial Day					
Fish Grinder					
Tub	\$ 4.00	\$ 5.00		\$5.00	\$5.00
Tote	\$ 20.00	\$ 30.00		\$30.00	\$30.00
Swap Request	\$ 25.00	\$ 25.00		\$25.00	\$25.00

CONSENT AGENDA

Session 12-15 a Regular Meeting of the Homer City Council was called to order on May 29, 2012 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: BURGESS, HOWARD, LEWIS, ROBERTS,
WYTHE, ZAK

STAFF: CITY MANAGER WREDE
CITY CLERK JOHNSON
COMMUNITY & ECONOMIC DEVELOPMENT
COORDINATOR KOESTER
PORT & HARBOR DIRECTOR HAWKINS
PUBLIC WORKS DIRECTOR MEYER

Council met as a Committee of the Whole from 5:00 p.m. to 5:15 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.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

There was no public comment.

RECONSIDERATION

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 May 14, 2012. City Clerk. Recommend adoption.
- B. **Memorandum 12-086**, from Deputy City Clerk, Re: Liquor License Location Transfer for Homer Liquor and Wine Company.
- C. **Memorandum 12-083**, from Mayor, Re: Appointment of Nantia Krisintu to the Economic Development Advisory Commission.

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

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORTS

REPORT/COMMISSION

Mayor Hornaday gave a shout out to HoPP for completion of the Karen Hornaday Park playground project. People of all political flavors worked well together. The build week was well organized and HoPP did a great job. The City's sewer department won the Great Alaska Energy Challenge, a contest to see who can lower their energy usage most in a six month period of time. Our own Fire Chief Painter initiated the program Kids Don't Float and it has gone nationwide. The natural gas workshop is scheduled for next Monday at 5 p.m.

- A. Borough Report
- B. Commissions/Board Reports:
 - 1. Library Advisory Board
 - 2. Homer Advisory Planning Commission
 - 3. Economic Development Advisory Commission

Lindianne Sarno, Economic Development Advisory Commission Chair, reported it is an exciting time since Council has given the EDC priorities. The HoPP project was incredible due to Homer's magnificent volunteer response. The Homer Farmers' Market opening day shows how healthy the economy is, especially the agricultural entrepreneurship. In the next few years we will put together a permanent Farmers' Market and Kachemak Drive Path; both projects will need volunteer workers. Projects like the playground and path brings young vibrant families to Homer. Here kids can be healthy and happy, well educated, and get outside on their own and around town safely. She asked the public for advice on affordable housing, vocational technical education, marine technical training and education, marketing Homer for high-tech businesses, downtown vitalization, expanding the water and sewer distribution systems and number of customers, expanding shoulder season sports, and promoting Homer as an agricultural center. She hopes people will come to the EDC meetings to comment. She thanked Council for approving the new appointment of Nantia Krisintu to the commission.

4. Parks and Recreation Advisory Commission
5. Port and Harbor Advisory Commission

PUBLIC HEARING(S)

A. Port and Harbor Revenue Bond Project

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

- B. Resolution 12-037, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule for Port and Harbor Fees for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.**

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

WYTHE/LEWIS – MOVED FOR THE ADOPTION OF RESOLUTION 12-037 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 12-038**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 for the Purpose of Repaying a Revenue Bond and Contributing to the Port and Harbor Enterprise Reserves. City Clerk/Port and Harbor Advisory Commission.

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 Resolution 12-038 by reading of title only.

WYTHE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Ordinance 12-19**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Commercial Vessel Passenger Tax Program Pass Through Grant from the Kenai Peninsula Borough for FY 2011 in the Amount of \$32,687.50, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction May 14, 2012, Public Hearing and Second Reading May 29, 2012.

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 12-19 by reading of title only for second and final reading.

WYTHE/HOWARD - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- E. **Ordinance 12-20**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2012 Operating Budget by Appropriating and Transferring \$3,000 from the General Fund Reserve (Fund Balance) to the Public Arts Committee for the Baycrest Overlook Improvement Gateways Project. City Manager. Introduction May 14, 2012, Public Hearing and Second Reading May 29, 2012.

Mayor Hornaday opened the public hearing.

Angie Newby, city resident and Chair of the Public Arts Committee, expressed approval of the ordinance. Baycrest is the entry jewel to the City.

Mayor Hornaday closed the public hearing.

Mayor Hornaday called for a motion for the adoption of Ordinance 12-20 by reading of title only for second and final reading.

LEWIS/WYTHE – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

A. City Manager's Report

City Manager Wrede thanked Council for taking good care of the acting manager Chief Painter in his absence.

Community Schools Program: The contract with the school district expires at the end of June. He has had meetings with Dr. Gee and other members of the Kenai Peninsula School District and they now have an agreement for a two-year contract. It could be amended later if Council decides to do something on the Community Schools Program. They have reached a tentative agreement and a resolution to approve a contract may be forthcoming at the next meeting. Currently the City pays \$6,000 to the school district for the use of the facilities. In lieu of the annual payment the City could help out in the springtime by keeping the ball field(s) clear. The

attorney is currently working on language to protect the City from liability. There has been a lot of cooperation on both sides.

Spit Trail Project: There has been a big break through on completion of the project. The project was hung up for failure to get a MOU with DOT. The funding was through cruise ship money in Governor Palin's budget that went to DOT. He and Carey met with DOT last week. DOT was hung up on Resolution 06-72, passed by Council with the stipulation that if DOT finished the trail the City would contribute 25% as a local match and take over ownership and maintenance of three state roads: Olson Avenue, Bunnell Street, and East Mission Road. When Governor Palin put her budget together she asked for projects to be nominated for the cruise ship money. When they drew up the Spit Trail project description for the Legislature they scored it high due to the 25% local match and the roads takeover. DOT thought they were locked in to that. Now they have come up with an agreement that DOT will transfer the money directly to the City in two stages. The first stage will be for preliminary engineering and design, and the next stage will be money for the construction. The City will run the project by engineering, designing, and building it. DOT will waive the normal administrative fee and put in 25%. We have \$2.5M for the project now. DOT is still asking for us to take over maintenance of the three roads. Olson and Bunnell are short pieces of road that we maintain off and on with DOT. Mission Road is traversed anyway as we have to cross it to maintain the City's roads. Carey does not think the three roads will be that much of an added burden.

Councilmember Zak commented with the gas line coming in and possibly running down the Spit, there may be an advantage to combining trail/gas line construction.

Homer Playground Project: HoPP did a great job and it was a tremendously well organized effort. There is already a little bit of vandalism at the playground. Mike Illg went there late last night and found 25 teenagers hanging out in the playground. Council may want to adopt a closing time for parks. It will give the police an extra tool to shuffle people out. It will help with Jack Gist Park too. An ordinance may be forthcoming soon. Council approved the campground host and it is just a matter of advertising.

Worksession on Gas Line and Distribution System: The Kenai Peninsula Borough, Enstar, and Kachemak City folks have been invited to the worksession on Monday, June 4th at 5:00 p.m. City Manager Wrede offered suggestions as to what they could talk about. It will be an informational meeting to kick start the conversation. Planning is working with Enstar so we will have a good number of lots to include in the Special Assessment District (SAD) and a sense of costs. Katie researched AIDEA, Alaska Industrial Development and Export Authority, and found they offer direct loans and a loan guarantee program. If we sell bonds AIDEA will back the loan and allow for a lower interest rate. We will want to include Enstar in the discussion, as well as the other parties. Council will be interested in hearing Enstar's build out plan for the main line. The

\$8.15M grant will be coming to the City. Katie has been working with the State to prevent running into hurdles; the State is willing to work with us and expedite the grant agreement. The money is available after July 1. Council will have to accept and appropriate the money. We will want to get the transmission line going as soon as possible. If Council decides to help with financing what would Enstar's build out plan be? It may take a couple years or four years to build out the entire town. He has asked Enstar to explain how the free main allowance works. If Council decides it is not in the City's best interest for a SAD, how would the free main work? People could hook up, how would the financing work? If the hospital decides to hook up before the SAD is in place it could complicate things. Mayor Navarre will talk about how the USAD program has worked for the Borough and how to collaborate for larger buildings to hook up.

Mayor Hornaday commented at least two communities on the Kenai Peninsula and Anchorage have gone through the gas line project. It is nothing new and we may not need to reinvent the wheel.

City Manager Wrede acknowledged it was not new, but none of the communities have done a project this big. It has been subdivision by subdivision. Enstar is a little intimidated by doing the whole town.

Councilmember Lewis noted there will be a lot of digging in the neighborhoods and asked if anything else could be added at the same time, such as a fiber-optic cable.

City Manager Wrede answered the gas line will be a 2-inch line with much of it being bored.

Councilmember Roberts requested prototype models as to conversion costs and amount of savings over years.

Councilmember Zak asked that the Spit and harbor be considered; numbers would be helpful so the public would be informed.

Councilmember Burgess requested a cost scenario, coverage area, schedule, and financing options for each scenario. Council will then be better able to answer questions and make informed decisions.

- B. Bid Report
- C. Games Report
- D. Records Inventory Report
- E. Other

CITY ATTORNEY REPORT

COMMITTEE REPORT

- A. Public Arts Committee
- B. Transportation Advisory Committee
- C. Permanent Fund Committee
- D. Lease Committee
- E. Port and Harbor Improvement Committee
- F. Employee Committee Report

PENDING BUSINESS

NEW BUSINESS

- A. **Memorandum 12-088**, from City Clerk, Re: Restaurant Designation Permit for Don Jose.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 12-088 for a restaurant designation permit for Don Jose.

LEWIS/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

- A. **Resolution 12-047**, A Resolution of the City Council of Homer, Alaska, Awarding Engineering Design Services Term Contracts for Port/Harbor/Marine Projects to the Firm of PND Engineers, Inc, of Anchorage, Alaska, and to R&M Consultants, Inc. of

Anchorage, Alaska, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-084 from Public Works Director as backup.

HOWARD/WYTHE – MOVED FOR THE ADOPTION OF RESOLUTION 12-047 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- B. **Resolution 12-048**, A Resolution of the City Council of Homer, Alaska, Authorizing the City Manager to Apply for and Accept a U.S. Fish and Wildlife Service Learning Landscape Grant, with a 50% In-Kind Matching Requirement up to \$25,000 for the Purpose of Completing Landscaping Improvements and Karen Hornaday Park Playground, for Karen Hornaday Park and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 12-085 from Public Works Director as backup.

ROBERTS/HOWARD – MOVED FOR THE ADOPTION OF RESOLUTION 12-048.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Resolution 12-049**, A Resolution of the City Council of Homer, Alaska, Approving the Jack Gist Recreational Park Land Use Agreement and Permit between the City of Homer and the Jack Gist Recreational Park Association. City Manager/Public Works Director.

Memorandum 12-087 from Public Works Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 12-049 by reading of title only.

BURGESS/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Resolution 12-050**, A Resolution of the City of Homer Authorizing the Initiation of a Special Service District in the Lillian Walli Estate Subdivision Identified as HM 0880017 T06S R14W S24 Lillian Walli Estate Subdivision Lots 39 - 42, and 51 -77, for the Purposes of Preparing the Lots Owned by the City of Homer for Sale and Further Residential Development. Wythe.

Mayor Hornaday called for a motion for the adoption of Resolution 12-050 by reading of title only.

WYTHE/LEWIS - SO MOVED.

WYTHE/ROBERTS – MOVED TO POSTPONE TO THE SECOND MEETING OF JUNE.

Research from staff on water and sewer improvements and assessments for the parcels will require more time.

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

Motion carried.

COMMENTS OF THE AUDIENCE

Mike Illg, city resident and Community Recreation Coordinator, thanked everyone for their work on the playground.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner was not present.

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 the Mariners did well in the soccer tournament and we had kids at the State track meet. The softball girls won the Region so are headed to State too.

COMMENTS OF THE CITY COUNCIL

Councilmember Wythe thanked the community for their contributions to the Karen Hornaday Park.

Councilmember Lewis congratulated the kids playing soccer and Coach Warren for doing a fantastic job at State and letting the small school beat larger schools.

Councilmember Zak expressed appreciation for HoPP and suggested enlisting HoPP to organize and do the gas line.

Councilmember Roberts expressed appreciation for everyone at HoPP, including the City employees with heavy equipment donating their time. She congratulated the boys' soccer team for placing fourth in State.

Councilmember Burgess commented HoPP was a wonderful project with a lot of good people there. It was a great week and he was impressed everyone was able to make it with just a few blisters, a testament to the project management skills and devotion skills.

Councilmember Howard had no comment.

ADJOURNMENT

There being no further business to come before the Council, Mayor Hornaday adjourned the meeting at 6:37 p.m. The next Regular Meeting is Monday, June 11, 2012 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, June 4, 2012 at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, CMC, CITY CLERK

Approved: _____

VISITORS

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 99603-7624
(907) 235-3130

(907) 235-8121
Extension: 2227
Extension: 2224

Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM 12-091

TO: MAYOR HORNADAY AND CITY COUNCIL
FROM: PARKS AND RECREATION ADVISORY COMMISSION
DATE: MAY 9, 2012
RE: RECOMMENDATION TO EXPRESS SUPPORT FOR THE KACHEMAK BAY
WATER TRAIL

Background

The Parks and Recreation Advisory Commission discussed supporting a Resolution for the Kachemak Bay Water Trail during their regular meeting on April 19, 2012. Following is an excerpt of their discussion from that meeting.

NEW BUSINESS

B. Recommendation to Express Support for the Kachemak Bay Water Trail

Chair Bremicker brought the item to the floor for discussion.

Commissioner Brann stated he has a conflict of interest. Commissioner Archibald declared he may have a conflict also.

BELL/LOWNEY - MOVED THAT COMMISSIONER BRANN HAS A CONFLICT OF INTEREST ON THE KACHEMAK BAY WATER TRAIL.

Commissioner Brann explained is involvement in the promotion of the Water Trail. He did not have any financial gain or involvement. Chair Bremicker explained his understanding with Commissioner Brann's involvement not being a conflict since there is no economic gain. Commissioner Bell opined that the perceived conflict in a person's mind could taint or reduce the validity of the Commission's recommendation that they should vote he has a conflict. Commissioner Lowney stated that they did not know the future of this trail and it deserves the strongest recommendation possible. Chair Bremicker noted that if the commission excludes Commissioner Brann and then excludes Commissioner Archibald there will be no recommendation. Ms. Engebretsen stated that going through this process is just as important also, even if the commission votes against the two having a conflict; addressing each declaration of conflict. This will show that the commission was thinking of the best interests of the public.

VOTE. YES. ARCHIBALD, LOWNEY, BELL
VOTE. NO. BREMICKER.

Motion carried.

Commissioner Archibald declared that he had a conflict.

LOWNEY/BELL - MOVED THAT COMMISSIONER ARCHIBALD HAS A CONFLICT ON THE ISSUE.

Commissioner Archibald stated his reasons for believing he may have a conflict of interest. Commissioner Bell opined that he did not meet the threshold that Commissioner Brann and he should be able to participate in the recommendation. Commissioner Lowney agreed. Chair Bremicker stated that he agreed also and if anyone complained they can express that they kept one and denied one.

VOTE. NO. LOWNEY. BELL, BRANN, BREMCKER

Motion carried.

Chair Bremicker opened for discussion the recommendation for the Water Trail.

LOWNEY/ARCHIBALD - MOVED THAT THE PARKS AND RECREATION ADVISORY COMMISSION SUPPORTS THE 125 MILE KACHEMAK BAY WATER TRAIL AND APPROVED THE RECOMMENDED RESOLUTION FROM THE WATER TRAIL ASSOCIATION.

There was a brief discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

CITY OF HOMER

City Clerk/Parks
and Recreation Advisory Commission

DRAFT RESOLUTION 12-XX

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, EXPRESSING SUPPORT FOR CREATION AND
ESTABLISHMENT OF THE KACHEMAK BAY WATER
TRAIL, A 125 MILE WATER TRAIL THAT INSPIRES
EXPLORATION, UNDERSTANDING AND STEWARDSHIP
OF THE NATURAL TREASURE THAT IS KACHEMAK
BAY.

WHEREAS, The Kachemak Bay Water Trail has been chosen as one of four projects in Alaska to receive technical help from the National Park Service Rivers, Trails and Conservation Assistance Program; and one of two projects in Alaska to be included in the America's Great Outdoors 50 States Report by the U.S. Department of the Interior; and

WHEREAS, A cost share challenge grant of \$24,700 has been awarded to the Kachemak Bay Water Trail Association for the development of an interactive website that will be used as a template by water trail groups around the country; and

WHEREAS, Partnerships have been established with a diverse group of community and statewide organizations such as The Homer Soil and Water Conservation District, Cook Inlet Keeper, Homer Chamber of Commerce, HoWL, Kachemak Bay Conservation Society; Bill Scott, Odyssey Images; the City of Seldovia; Alaska State Parks; and Alaska Trails; and

WHEREAS, The Kachemak Bay Water Trail Association is developing goals to promote Stewardship; Diversity of Recreational Opportunities; Safety; Active Kids and Families and Healthy Communities; Respect; Science, Cultural, and Archeological Education; Economic Vitality; Fun; Park Maintenance, Management, and Monitoring; and the Vision for the trail is Adventure Beyond the End of the Road; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby supports the creation and establishment of The Kachemak Bay Water Trail promoting and inspiring Exploration, Understanding and Stewardship of the Natural Treasure that is Kachemak Bay.

CITY OF HOMER

JAMES HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Information: N/A

MEMORANDUM

FROM: Kachemak Bay Water Trail Association

TO: Mayor Hornaday and City Council Members

DATE: May 9, 2012

RE: Adventure Beyond the End of the Road

The Kachemak Bay Water Trail Association is proposing the development of a "Water Trail" from the Homer Spit around Kachemak Bay to Seldovia. The approximately 125 mile designated route would identify launch and take out sites as well as campsites and other amenities that could be utilized by boaters on Kachemak Bay.

The Vision:

The Kachemak Bay Water Trail will inspire exploration, understanding, and stewardship of the natural treasure that is Kachemak Bay.

*Stewardship *Diversity of Recreational Opportunities *Safety *Active Kids and Families and Healthy Communities *Respect *Science, Cultural, and Archeological Education *Economic Vitality *Park Maintenance, Management, and Monitoring, *Fun

The vision of the Kachemak Bay Water Trail Association is to create and sustain a water trail that-

1. Enables people of all abilities to experience the wild and scenic places around Kachemak Bay, now and for generations to come.
2. Connects individuals and places along its length-from Homer to Seldovia-in understanding and celebrating what they share.
3. Promotes learning about ecosystems, heritage sites, stewardship, and coastal communities.
4. Draws people from around the world to its unique environmental richness and stunning scenic beauty.
5. Supports the economic vitality and creativity of local communities.
6. Promotes awareness and stewardship of the sensitive habitats on which many plants and animals depend, including the thousands of birds that stop over in the bay as they migrate to and from their breeding areas.
7. Promotes an ethic of respect for public, private, and Alaska Native Lands and traditional sites.
8. Helps families and kids be active outdoors and promotes healthy communities.
9. Offers user-friendly tools to help users find just the right route and guidance for their own safe and stimulating journey of "Adventure Beyond the End of the Road."

Proposed Resolution Language

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
EXPRESSING SUPPORT FOR CREATION AND ESTABLISHMENT
OF THE KACHEMAK BAY WATER TRAIL, A 125 MILE WATER
TRAIL THAT INSPIRES EXPLORATION, UNDERSTANDING AND
STEWARDSHIP OF THE NATURAL TREASURE THAT IS
KACHEMAK BAY

WHEREAS, The Kachemak Bay Water Trail has been chosen as one of four projects in Alaska to receive technical help from the National Park Service Rivers, Trails and Conservation Assistance Program; and one of two projects in Alaska to be included in the America's Great Outdoors 50 States Report by the U.S. Department of the Interior; and

WHEREAS, A cost share challenge grant of \$24,700 has been awarded to the Kachemak Bay Water Trail Association for the development of an interactive website that will be used as a template by water trail groups around the country; and

WHEREAS, Partnerships have been established with a diverse group of community and statewide organizations such as The Homer Soil and Water Conservation District, Cook Inlet Keeper, Homer Chamber of Commerce, HoWL, Kachemak Bay Conservation Society; Bill Scott, Odyssey Images; the City of Seldovia; Alaska State Parks; and Alaska Trails; and

WHEREAS, The Kachemak Bay Water Trail Association is developing goals to promote Stewardship; Diversity of Recreational Opportunities; Safety; Active Kids and Families and Healthy Communities; Respect; Science, Cultural, and Archeological Education; Economic Vitality; Fun; Park Maintenance, Management, and Monitoring; and the Vision for the trail is Adventure Beyond the End of the Road; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby supports the creation and establishment of The Kachemak Bay Water Trail promoting and inspiring Exploration, Understanding and Stewardship of the Natural Treasure that is Kachemak Bay.

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S RECOGNITION

TOM POGSON

**NATIONAL WATER SAFETY CONGRESS AWARD OF MERIT
& COMMUNITY RECREATION PROGRAM INSTRUCTOR**

WHEREAS, Tom Pogson is knowledgeable, thorough, and a passionate instructor for the Community Recreation Program; and

WHEREAS, Tom's love and joy of kayaking and kayaking safety has benefited hundreds of people over the years; and

WHEREAS, Tom is a highly experienced kayak instructor who seeks to promote the sport of kayaking while emphasizing the utmost importance of kayak safety and proper training; and

WHEREAS, His enthusiastic personality combined with his experience and passion create a solid following of repeat kayaking enthusiasts as well as getting the most reluctant participants to try out the sport; and

WHEREAS, In 2007 Tom singlehandedly organized and promoted a kayak slalom race as a fundraising event for a local youth in need of a double lung transplant; and

WHEREAS, Tom has also donated his time, skill, and equipment to the local high school during P.E. classes promoting the awareness and importance of kayaking and kayaking safety; and

WHEREAS, Tom Pogson was recognized for his significant contribution to promote water safety by receiving the National Water Safety Congress Award of Merit.

NOW, THEREFORE, I, James C. Hornaday, Mayor, hereby recognize Tom Pogson as the recipient of the National Water Safety Congress Award of Merit and as a valuable instructor for the Community Recreation Program.

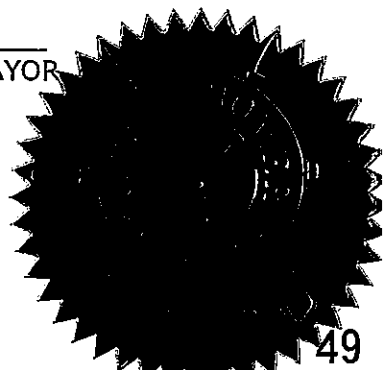
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Homer, Alaska, to be affixed this 11th day of June, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK



**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S RECOGNITION

**HOMER PLAYGROUND PROJECT
DEB COX AND MIRANDA WEISS
& COMMUNITY VOLUNTEERS**

WHEREAS, The Homer Playground Project (HoPP) organization made up of local concerned community members was formed in April 2011 with the intent to upgrade and build a new, safe playground at Karen Hornaday Park for all local and visiting children and families to enjoy; and

WHEREAS, The HoPP organization, co-chaired by Deb Cox and Miranda Weiss, was able to fiscally operate under the umbrella of The Homer Foundation and partner with the City of Homer to pursue construction of this formidable task; and

WHEREAS, The HoPP organization hired playground experts Play By Design to design and orchestrate a comprehensive community built playground that required the input and participation from Homer community members and beyond to be successful; and

WHEREAS, The HoPP organization was able to successfully generate over \$250,000 for supplies and materials needed to build the new playground through the many generous donations, grants, and fundraising from individuals, families, organizations, non-profits, and businesses; and

WHEREAS, During the "Build Week" of May 20th to May 28th the new playground was constructed with over 585 individual volunteers, thousands of donated work hours and expertise, incredible amounts of coordination, and donations of food and drink for the workers, numerous donated items, supplies, tools, shipping costs, child care and construction equipment; and

WHEREAS, The estimated value of the new playground with all of the supplies, materials, labor and donation is \$500,000.

WHEREAS, Through the earnest collaboration, collective desire and the heart-felt effort, the Homer community rallied to work together and experience the delight in building a beautiful playground for children and families to enjoy for many years to come.

NOW, THEREFORE, I, James C. Hornaday, Mayor, hereby recognize and thank the HoPP organization, Co-Chairs Deb Cox and Miranda Weiss, Play By Design, the volunteers, the businesses, and the organizations that all helped make this project possible and remind us why Homer is such an incredible place to live, play, and recreate.

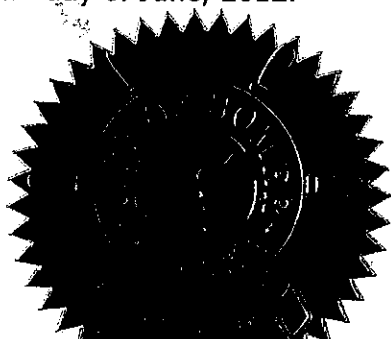
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Homer, Alaska, to be affixed this 11th day of June, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK



PUBLIC HEARING(S)

ORDINANCE(S)

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-21

An Ordinance of the City Council of Homer, Alaska, Amending the 2012 Operating Budget by Appropriating Up to \$12,000 from the Sewer Reserve Fund for the Replacement of the Bald Mountain Air Sewer Service.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Memorandum 12-089 from Public Works Inspector as backup

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 12-21

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE 2012 OPERATING BUDGET BY
APPROPRIATING UP TO \$12,000 FROM THE SEWER
RESERVE FUND FOR THE REPLACEMENT OF THE BALD
MOUNTAIN AIR SEWER SERVICE.

WHEREAS, Public Works personnel are required to mobilize with equipment to thaw a
three hundred foot stretch of sewer service line to the Bald Mountain Air lease lot that is buried
below the parking lot (see Memorandum 12-089); and

WHEREAS, Replacement of this line will reduce maintenance costs.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2012 Operating Budget is hereby amended by appropriating not more
than \$12,000 from the Sewer Reserve fund for replacing the sewer service to the Bald Mountain
Air airport lease lot.

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
256-379	Bald Mtn. Air Sewer Service Replacement (Sewer Reserve Fund)	\$12,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
_____, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

47 ATTEST:

48

49

50

51

52 JO JOHNSON, CMC, CITY CLERK

53

54

55 YES:

56 NO:

57 ABSTAIN:

58 ABSENT:

59

60

61 First Reading:

62 Public Hearing:

63 Second Reading:

64 Effective Date:

65

66

67 Reviewed and approved as to form:

68

69

70 Walt E. Wrede, City Manager

71

72 Date: _____

73

Thomas F. Klinkner, City Attorney

Date: _____



CITY OF HOMER

PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FACSIMILE (907)235-3145

EMAIL dgardner@ci.homer.ak.us

MEMORANDUM 12-089

TO: Walt Wrede, City Manager

FROM: Dan Gardner, PW Inspector

THRU: Carey Meyer, PW Director

DATE: May 30, 2012

SUBJECT: **Homer Airport Pressure Sewer Line Replacement
Sewer Reserve Funding Approval**

In 1991, water and sewer utilities were extended to the Homer Airport Terminal. At that time, a 2-inch HDPE pressure sewer line was installed across the parking lot of the airport terminal to provide future sewer service to the lot east of the airport terminal where Bald Mountain Air is located. When Bald Mountain Air was under construction in 2007, the 2-inch line was extended to the property. The service was then activated in November of 2008. Since the time of activation of the line, the portion of the service line that was installed in 1991 has frozen on several occasions during the winter months. This requires that city personnel mobilize with equipment to steam out the three hundred foot stretch that is buried below the parking lot. Bald Mountain Air is then required to run water continuously to keep their sewer lift station regularly pumping sewage through the service line to prevent it from freezing. If someone accidentally turns the water off, the line freezes again overnight, requiring city personnel to steam the line open again. Over this past winter, many hours were spent at this site, lots of water was run through Bald Mountain Air's meter, and their sewer lift station had to work overtime to accommodate the situation.

Public Works proposes to replace the sewer service line to Bald Mountain Air. This new line will be re-aligned to be outside of the parking lot to avoid expensive asphalt replacement and allow the line to be buried to a depth to prevent freezing. Bids will be received from all approved local contractors in accordance with the City's Procurement Policy.

Recommendation: The City Council pass an ordinance authorizing up to \$12,000 from the Sewer Reserve fund to replace approximately 300 lineal feet of 2" HDPE sewer service line to the Bald Mountain Air airport lease lot and authorizing the City Manager to execute all appropriate documents necessary to complete construction.

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-22

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 4.01.030, Definitions; Homer City Code 4.30.030, Application for Ballot; Homer City Code 4.30.050, Materials for Absentee Voting; Homer City Code 4.30.060, Issuance of Ballot by Mail or In Person; Homer City Code 4.30.070, Casting Absentee Ballot; Homer City Code 4.35.010, Review of Election Documents by Canvass Board; to Provide for Absentee Voting in City Elections by Electronic Transmission.

Sponsor: City Clerk

1. City Council Regular Meeting June 11, 2012 Introduction

CITY OF HOMER
HOMER, ALASKA

City Clerk

ORDINANCE 12-22

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING HOMER CITY CODE 4.01.030, DEFINITIONS; HOMER
CITY CODE 4.30.030, APPLICATION FOR BALLOT; HOMER CITY
CODE 4.30.050, MATERIALS FOR ABSENTEE VOTING; HOMER
CITY CODE 4.30.060, ISSUANCE OF BALLOT BY MAIL OR IN
PERSON; HOMER CITY CODE 4.30.070, CASTING ABSENTEE
BALLOT; HOMER CITY CODE 4.35.010, REVIEW OF ELECTION
DOCUMENTS BY CANVASS BOARD; TO PROVIDE FOR
ABSENTEE VOTING IN CITY ELECTIONS BY ELECTRONIC
TRANSMISSION.

THE CITY OF HOMER ORDAINS:

Section 1. HCC 4.01.020, Definitions, is amended by adding a definition of “electronic transmission” to read as follows:

“Electronic transmission” means transmission by facsimile machine or electronic mail.

Section 2. HCC 4.30.030, Application for Ballot, is amended to read as follows:

4.30.030 Application for Ballot.

a. A qualified voter may apply in person, by mail, or by electronic transmission for an absentee ballot. The application must be on a form prescribed or approved by the Clerk, and include the applicant's full residence address, the applicant's signature, the mailing address to which the absentee ballot is to be returned if the application requests delivery of an absentee ballot by mail, and the telephone electronic transmission number or email address to which the absentee ballot is to be returned if the application requests delivery of an absentee ballot by electronic transmission.

b. An application requesting delivery of an absentee ballot to the applicant in person may be received by the Clerk on any day after the ballots are prepared and available, but not on election day. An application requesting delivery of an absentee ballot to the applicant by mail must be received by the Clerk not earlier than the first day of the year in which the election is to be held or later than the Friday preceding the election. An application requesting delivery of an absentee ballot to the applicant by electronic transmission must be received by the Clerk not later than 5:00 p.m. on the day before the election.

~~1. By Mail. A qualified voter may apply for an absentee ballot by mail not earlier than the first day of the year in which the election is to be held or later than the Friday preceding the election. The application shall include the address to which the absentee ballot shall be sent and the applicant's full Alaska residence address and signature.~~

47 2. ~~In Person. A qualified voter may apply for an absentee ballot in person by~~
48 ~~signing the absentee voter register on any day after the ballots are prepared and available,~~
49 ~~but not on election day.~~

50 c3. Special needs voting. A qualified voter may apply for an absentee ballot through a
51 personal representative on the day of, or not more than fifteen days before the date of a regular
52 election. The written application shall contain the statement that he is a qualified voter of the
53 City and his full Alaska residence address and that he will not be able to go to the polling place
54 due to age, illness or disability and that he has not voted in any other manner in that election. The
55 personal representative must sign the application and provide his residence and mailing
56 addresses. The election supervisor is responsible for the procedures for special needs voting and
57 may use the State procedures.

58
59 Section 3. Homer City Code 4.30.050, Materials for Absentee Voting, is amended to
60 read as follows:

61
62 4.30.050 Materials for Absentee Voting.

63 a. Each absentee voter who votes in person shall be supplied with an Oath and Affidavit
64 Envelope.

65 **b. Each absentee voter who votes by mail shall be supplied with** ~~There shall be a~~
66 ~~small blank envelope or secrecy sleeve and a return envelope for by mail absentee voting or an~~
67 ~~Oath and Affidavit Envelope for in person absentee voting, supplied to each absentee voter. On~~
68 ~~the return envelope, for absentee by mail voting, there shall be an affidavit of voter qualification,~~
69 ~~with provision for attesting by a witnessing officer, or one witness, who shall be at least eighteen~~
70 ~~years of age. The following notice shall appear on the return envelope: "Ballot Enclosed".~~

71 **c. Each absentee voter who votes by electronic transmission shall be supplied with a**
72 **transmittal form, instructions for returning the completed ballot by electronic**
73 **transmission, and a ballot that contains the following statement: "I understand that, by**
74 **using electronic transmission to return my marked ballot, I am voluntarily waiving a**
75 **portion of my right to a secret ballot to the extent necessary to process my ballot, but**
76 **expect that my vote will be held as confidential as possible," followed by the voter's**
77 **signature and date of signature.**

78
79 Section 4. Homer City Code 4.30.060, Issuance of Ballot by Mail or in Person, is
80 amended to read as follows:

81
82 4.30.060 Issuance of Ballot by Mail or in Person.

83 Before delivering any ballot, the Clerk shall verify the applicant's right to vote and may
84 require the applicant to comply with the challenged ballot procedure. Upon issuing an absentee
85 ballot, the Clerk shall note the date of delivery, ~~or mailing~~ **or electronic transmission** either on
86 the in person Oath and Affidavit Envelope or on the application for absentee ballot. The Clerk
87 shall have available for public inspection the names and addresses of persons who voted
88 absentee.

89
90 Section 5. Homer City Code 4.30.070, Casting Absentee Ballot, is amended to read as
91 follows:

93 4.30.070 Casting Absentee Ballot.

94 a. Upon receipt of an absentee ballot by mail, the voter whether in or outside the State, in
95 the presence of two attesting witness, both of whom are at least eighteen years of age, or before
96 an Election Judge, notary public, commissioned District Judge or Magistrate, United States
97 Postmaster, or other person qualified to administer oaths, may proceed to mark the ballot in
98 secret, to place the ballot in the small blank envelop or a secrecy sleeve, to place the small
99 envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate on the back of
100 the larger envelop in the presence of the above-listed officials or designated persons who shall
101 sign as attesting witnesses. The voter may then return the envelope with the properly enclosed
102 ballot or postmarked not later than the day of election, to the Clerk for delivery to the Canvass
103 Board.

104 b. Upon receipt of an absentee ballot through special needs voting the voter may proceed
105 to mark the ballot in secret, to place the ballot in a small blank envelop or a secrecy sleeve, to
106 place the small envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate
107 on the larger envelop in the presence of the personal representative, who shall sign as an attesting
108 witness. The personal representative shall return the envelop with the properly enclosed ballot to
109 the clerk or to a City Polling Place by 8 pm. on Election Day for delivery to the Canvass Board.

110 c. Upon receipt of an absentee ballot in person, the voter shall proceed to mark the ballot
111 in secret, to place the ballot in the small blank envelop or secrecy sleeve, to place the small
112 envelop or secrecy sleeve in the larger envelop and to sign the voter's certificate on the back of
113 the larger envelop in the presence of the Clerk or a designated election official who shall sign as
114 attesting witness and retain it for delivery to the Canvass Board.

115 d. Upon receipt of an absentee ballot by electronic transmission the voter may
116 proceed to mark the ballot in secret, sign the statement required by HCC 4.30.050(c), and a
117 statement executed under oath as to the voter's identity, witnessed by an official authorized
118 to administer oaths or an individual who is 18 years of age or older.
119

120 Section 6. Homer City Code 4.35.010, Review of election documents by Canvass Board,
121 is amended to read as follows:
122

123 4.35.010 Review of election documents by Canvass Board.

124 a. The Clerk shall, subject to confirmation of the City Council, appoint a Canvass Board
125 of as many members as required to accomplish the canvass in reasonable time. All members of
126 the election canvass board, before entering upon their duties, must subscribe to the oath required
127 of all public officers by the Constitution of the State of Alaska in the manner prescribed by the
128 Clerk. The Canvass Board will review the preliminary certificates of election and all official
129 documents of the precinct Election Boards and the Counting Center boards.

130 b. Not later than the Monday following each election, the Canvass Board shall meet in
131 public session and canvass all election returns. The Canvass Board may be recessed from day to
132 day, but not more than three such recesses. In full view of those present, the election Canvass
133 Board shall judge the applicability of absentee and questioned ballots, shall open and tally those
134 accepted, and shall compile the total votes cast in the election. The canvass of ballots counted by
135 the Counting Center shall be accomplished by reviewing the tallies of the recorded vote to check
136 for mathematical error by comparing totals with the Counting Center logs and certificates of
137 results. All obvious errors found by the election canvass in the transfer of totals from the precinct
138 tally sheets to the precinct certificate of results shall be corrected by the Canvass Board. A

139 mistake which has been made in precinct returns from the tallies to the certificate of results,
140 empowers the Canvassing Board to recommend a recount of the results of the precinct or
141 precincts for that portion of the returns in question.

142 c. To be counted in the election, an absentee ballot by mail must be postmarked by
143 midnight of election day and received by the Clerk before the canvass. Envelopes of absentee
144 ballots my mail ~~Ballot envelopes~~ received after that time shall not be opened, but shall be
145 marked "invalid" with the date and hour of receipt noted thereon, and shall be retained with other
146 ballots of the election. An absentee ballot that is returned by electronic transmission must
147 be received by the Clerk not later than 8:00 p.m. on election day in order to be counted.
148 When the Clerk receives a completed absentee ballot by electronic transmission, the Clerk
149 will remove the ballot portion of the transmission from the portion that identifies the voter;
150 place the ballot portion in a secrecy sleeve and seal the secrecy sleeve; place the sealed
151 secrecy sleeve in an envelope of the type used for absentee ballots returned by mail and seal
152 that envelope; attach the voter identification portion to the outer envelope; and forward
153 the sealed outer envelope to the Canvassing Board.

154 d. Questioned and absentee ballots shall be counted as follows: No questioned or
155 absentee ballot by mail shall be counted if the voter has failed to properly execute the
156 certificate, if the witness or the officer or other person authorized by law to administer the oath
157 fails to affix his signature; or if the voter fails to enclose his marked ballot inside the small
158 envelop or secrecy sleeve provided. No absentee ballot by electronic transmission shall be
159 counted if the voter has failed to properly execute the certificate, or if the witness or the
160 officer or other person authorized by law to administer the oath fails to affix his signature.
161 The Clerk or a member of the election Canvass Board may challenge the name of an absentee
162 voter if he has good reason to suspect that the voter is not qualified to vote, is disqualified, or has
163 already voted at the same election. The person making the questioned ballot shall specify the
164 basis of the challenge for the record. The Canvassing Board, by majority vote, may refuse to
165 accept the challenge and count the ballot of a person properly challenged. If the ballot is refused,
166 the Clerk shall notify the challenged voter by letter within four weeks of the canvass. All rejected
167 ballots shall be enclosed in a separate envelop and shall be labeled "rejected ballots" retained
168 with other materials of the election. If the ballot is not rejected, the large envelope shall be
169 opened, the small inner envelop or secrecy sleeve shall be placed in a container and mixed with
170 other blank absentee ballot envelopes, or in the case of counting questioned ballots, with other
171 blank questioned-ballot envelopes, the mixed small blank envelopes or secrecy sleeves shall be
172 drawn from the container, opened, and the ballots counted according to the rules of determining
173 properly marked ballots.

174 e. If a tie vote exists and only one of the candidates so tied may hold office under the
175 laws establishing the office voted for, the tie shall be broken by a single coin-toss conducted by
176 the City Council at a regular or special meeting. The first candidate to have filed a candidacy
177 declaration shall call the coin during the toss. A tied candidate may designate a representative to
178 participate in the coin toss in his absence. The designation shall be made in such a manner that
179 the Clerk is assured of its authenticity.

180 f. The candidate receiving the required forty percent and the plurality of the total votes
181 cast for his respective office or in the case of a tie winning the coin toss provided at (e) shall be
182 determined to have been elected to that office. The Council shall certify the results of the
183 election at the next regular or special City Council meeting following completion of the canvass
184 by the Canvassing Board.

Section 7. Sections 1 through 6 of this Ordinance are of a permanent and general character and shall be included in the City Code.

Section 8. This ordinance shall take effect upon the earlier to occur of the following: (i) the date on which the United States Department of Justice issues its non-objection under the Voting Rights Act of 1965 to the changes effected by this ordinance; and (ii) the date immediately following the last date on which the United States Department of Justice could object to the changes effected by this ordinance under the Voting Rights Act of 1965, provided that no objection to any such change has been issued before that date. The City Clerk is authorized to determine the effective date of this ordinance, which shall be set forth in the permanent records of City ordinances and in the Homer City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____ 2012.

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:

Reviewed and approved as to form:

Walt E. Wrede, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-23

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Transportation (ADOT) Reimbursement of up to \$6,720.00 for Commercial Vehicle Enforcement Inspections and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager/Police Chief

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Memorandum 12-092 from Police Chief as backup
 - b. Standard Agreement Form

CITY OF HOMER
HOMER, ALASKA

City Manager/Police Chief

ORDINANCE 12-23

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, ACCEPTING AND APPROPRIATING AN ALASKA
DEPARTMENT OF TRANSPORTATION (ADOT)
REIMBURSEMENT OF UP TO \$6,720.00 FOR COMMERCIAL
VEHICLE ENFORCEMENT INSPECTIONS AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, The Homer Police Department (HPD) has received a contract from ADOT
for reimbursement for Commercial Vehicle Inspections; and

WHEREAS, The State will reimburse the HPD up to \$6,720.00; and

WHEREAS, This is at a rate of \$105.00 for a level one inspection, \$83.00 for a level two
inspection and \$28.00 for a level three inspection.

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

Section 1. That the ADOT reimbursement of up to \$6,720.00 for Commercial Vehicle
Inspections is accepted and appropriated as follows:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
157-731	ADOT Commercial Vehicle Inspection Reimbursement	\$6,720.00

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
157-731	ADOT Commercial Vehicle Inspection Reimbursement	\$6,720.00

Section 2. 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 _____,
2010.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

53 ATTEST:

54

55

56

57 JO JOHNSON, CMC, CITY CLERK

58

59

60

61 YES:

62 NO:

63 ABSTAIN:

64 ABSENT:

65

66

67 First Reading:

68 Public Hearing:

69 Second Reading:

70 Effective Date:

71

72

73

74 Reviewed and approved as to form:

75

76

77

78 Walt Wrede City Manager

79

80 Date: _____

81

82

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

84

Thomas F. Klinkner, City Attorney

Date: _____



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM 12-092

DATE: May 29th, 2012
TO: Walt Wrede, City Manager
FROM: Mark Robl, Chief of Police *ma*
SUBJECT: Commercial Vehicle Enforcement Contract Renewal

The state has offered to renew our commercial vehicle enforcement contract with them for the summer season. A copy of the new contract is attached. We have been doing commercial vehicle safety and condition inspections in Homer for 11 years. This is a very important public safety program that should continue. I request that we obtain council approval to renew this contract.

Fiscal Note:

Revenue:	151-731-4512	\$6,720
Expenditure:	151-731	\$6,720

STANDARD AGREEMENT FORM

1. Agency Contract Number 12-PD-001	2. ASPS Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Vendor Number	6. Alaska Business License Number		
This contract is between the State of Alaska			
7. Department of Transportation and Public Facilities	Division MSCVE	hereafter the State, and	
8. Contractor City of Homer Police Department		hereafter the Contractor	
Mailing Address 4060 Heath Street	Street or P.O. Box	City Homer	State AK Zip + 4 99603
<p>9. ARTICLE 1. Appendices: Appendices referred to in this Contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 16, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the Contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this Contract begins <u>Jun. 1, 2012</u> and ends <u>September 30, 2012.</u></p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the Contractor's performance under this contract, the State shall pay the Contractor a sum not to exceed <u>\$6,720</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the Contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
10. Department of Transportation and Public Facilities		Attention: Division of MSCVE	
Mailing Address 11900 Industry Way, Bldg. M; Anchorage, AK 99515		Attention: Ulf Petersen	

11. CONTRACTOR		<p>13. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the variety, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815 – 820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm City of Homer			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title	Employer ID No. (EIN) or SSN		
12. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	
Department/Division DOT&PF; MSCVE	Date	Date	
Signature of Project Director		Typed or Printed Name	
Typed or Printed Name of Project Director Rex Young		Daniel V. Smith	
Title Chief, Commercial Vehicle Enforcement		Title Director, MSCVE	

NOTICE: This Contract has no effect until signed by the head of the contracting agency or designee.

APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1** In this Contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this Contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2** "State Contracting Agency" means the department for which this Contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspection and Reports.

- 2.1** The department may inspect, in a manner and at reasonable times it considers appropriate, all the Contractor's facilities and activities under this contract.
- 2.2** The Contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1** Any dispute concerning a question of fact arising under this Contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1** The Contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The Contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, physical handicap, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2** The Contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3** The Contractor shall send to each labor union, or representative of workers with which the Contractor has a collective bargaining agreement or other Contract or understanding, a notice advising the labor union or workers' compensation representative of the Contractor's commitments under this article and post copies of the notice in conspicuous places to all employees and applicants for employment.
- 4.4** The Contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every Contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any Contract or subcontract, as required by this contract, "Contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the Contract or subcontract.
- 4.5** The Contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.

4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the Contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the Contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.

4.7 Failure to perform under this article constitutes a material breach of the contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this Contract for services rendered before the effective date of termination.

Article 6. No assignment or Delegation.

The Contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the Contractor, will be allowed, nor may the Contractor do any work or furnish any material not covered by the Contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The Contractor and any agents and employees of the Contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the Contractor shall pay all federal, State and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The Contractor, for a period of three years after final payment under this Contract agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the Contractor may retain copies of all the materials.

Article 11. Governing Law.

This Contract is governed by the laws of the State of Alaska. All actions concerning this Contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law, the General Provisions of this Contract supersede any provisions in other appendices.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The Contractor warrants that no person or agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by the Contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this Contract without liability or in its discretion deduct from the Contract price or consideration the full amount of the commission, percentage, brokerage, or contingent fee.

Article 15. Civil Rights of Clients

1. The Contractor shall comply with Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 594 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, Alaska Statute 18.80.200-280, and pertinent portions of the Code of Federal Regulation (CFR) for implementation of the foregoing.

The Contractor shall make no distinction or discriminate against the client, recipient, applicant or beneficiary of the Department's federally assisted programs on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap. No client, recipient, applicant or beneficiary of these federally assisted programs shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Department has responsibility.

2. Distinction on the ground of race, color, age, national origin, sex, political belief, religious creed, or handicap includes:
 - a. Any type of segregation, separate or different treatment, or other discrimination on that ground;
 - b. The imposition of any admission, enrollment, quota eligibility, or other requirement or condition which individuals must meet in order to be provided any service or other benefit under the program or to be afforded an opportunity to participate in the program if the race, color, age, national origin, sex, political belief, religious creed, or handicap of individuals is considered in determining whether they meet any such requirement or condition;
 - c. The use of membership in a group as a basis for the selection of individuals for any purpose if in selecting members of the group there is discrimination on the grounds of race, color, age, national origin, sex, political belief, religious creed, or handicap;
 - d. The assignment of personnel to provide services, or the assignment of times or places for the provision of service, on the basis of race, color, age, national origin, sex, political belief, religious creed, or handicap of the individual to be served.
3. In determination of whether a Contractor is illegally discriminating in the provision of benefits or services, consideration shall be given to the purpose of the service as expressly stated in any federal statute, state statute, or local statute or ordinance adopted by an elected general purpose legislative body. In making such determination it shall be acknowledged that certain federal, state or local funding is legally designated for specific groups by age, sex, handicap, income, or other specific and legal eligibility criteria. For example, programs for the aging, blind, disabled and youth provide services legally only for those groups. Also, institutions may legally serve a special age, sex, or handicap group depending upon their protective treatment, or rehabilitative needs and funding sources to provide the services.

Article 16. Written Notice of Change in Contract Amount.

Subject to the availability of spending authority to the Department of Transportation and Public Facilities to fund this agreement, and provided such spending authority is not revoked, rescinded, reduced, or withheld, the total amount shall not exceed \$6,720. The Department will promptly provide the Contractor written notice if funding under this agreement is revoked, rescinded, reduced, or withheld, and the effective date of such action.

APPENDIX B INDEMNITY AND INSURANCE

Article 1. Indemnification

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

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

- 2.1 Worker' Compensation Insurance:** The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L.&H: & Jones-Act requirements. The policy must waive subrogation against the State.
- 2.2 Commercial General Liability Insurance:** Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 2.3 Commercial Automobile Liability Insurance:** Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.
- 2.4 Professional Liability Insurance:** Covering all errors, omissions or negligent acts in the performance of professional services under this agreement. Limits required are per the following schedule:

Contract Amount	Minimum Required Limits
Under \$100,000	\$300,000 per Occurrence/Annual Aggregate
\$100,000 - \$499,999	\$500,000 per Occurrence/Annual Aggregate
\$500,000 - \$999,999	\$1,000,000 per Occurrence/Annual Aggregate
\$1,000,000 or over	Refer to Risk Management

APPENDIX C DESCRIPTION OF SERVICES

This Contract is for the inspection of commercial vehicles operating within the City of Homer. These inspections are intended to determine the appropriateness of driver credentials as well as roadworthiness of commercial vehicles with the ultimate goal of having a measurable impact on improving commercial vehicle safety in Homer.

Inspections will not be conducted at manned weigh stations except for training purposes. Inspections will be conducted at locations that are adequate to protect the safety of drivers and enforcement personnel. Inspections will be conducted during carriers' normal day-to-day operations, not in carriers' facilities, except as noted below. Unmarked commercial vehicles will be especially targeted for inspections to focus on the marking requirements in CFR 390.21.

The Contractor agrees to conduct 32 Level I inspections per officer to be performed by Commercial Vehicle Safety Alliance (CVSA) certified officers during the term of this agreement. **To be reimbursable under this agreement, the 32 Level I inspections per officer must be completed throughout the remainder of the federal fiscal year as follows: 8 inspections in June, 8 inspections in July, 8 inspections in August, and 8 inspections in September.** Up to 8 of these 32 inspections may be conducted at carriers' facilities as Level V inspections. The Contractor shall use a laptop with ASPEN software during inspections and shall upload inspections within 48 hours of the time of inspection. Paper forms shall only be used if the laptop is not working. Paper inspection reports must be submitted to the following address within 48 hours of the time of inspection: MCSAP Clerk, Commercial Vehicle Operations, 11900 Industry Way, Bldg. M., Anchorage, AK 99515.

FMCSA's technical support hotline at (617) 494-3003 shall be the primary contact for ASPEN support or inspection upload issues.

Reimbursement to the Contractor will be based on the following:

Inspections

For all inspections conducted by CVSA certified personnel **according to the schedule presented in bold above**, the Contractor will be reimbursed at the rate of \$105.00 for Level I or V inspections, \$83.00 for Level II inspections and \$28.00 for Level III inspections completed, up to a maximum of \$6,720 for the duration of the contract. Compensable inspections include those that are complete, correct, legible, and acceptable for uploading into Safetynet. The most precise 49 CFR code must be used. Inspections that are found to be unacceptable in any way are ineligible for reimbursement and may be returned to the Contractor. Reinspections are not reimbursable.

Equipment

The Contractor agrees to provide vehicles, fuel, communications equipment, administrative oversight, clerical support and all other operating requirements in performing the obligations of this agreement.

Billing

The Contractor will send to the address noted in item 9 article 4.2 and item 10 of this agreement no later than the 30th calendar day of the subsequent month, a monthly activity report for the previous month's activity. At a minimum, this report will identify for each inspection being billed for the month, the inspection form number, inspector, and type of inspection completed during the reporting period. This will be compared to the MSCVE Safetynet database as a quality control check. An invoice for conducting the inspections will be included with this monthly report, and will be for the period identified by the report. Invoices received that do not follow the guidelines established in Appendix C of this agreement will not be subject to reimbursement under this agreement.

APPENDIX D PAYMENT DESCRIPTION

Payment for Contract services shall not exceed \$6,720 for the period of performance of this Contract.

Payment for Contract services shall be on a reimbursable basis. The bill shall itemize the costs for which it is seeking reimbursement, based on the activities and rates associated with those activities listed in Appendix C of this agreement. The bill shall reference the Contract number. Example monthly report is shown below.

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.

Monthly Report of Inspections and Invoice			
Name of Police Agency April 1 - 31, 2010			
Item #	Officer's Perm ID	Inspection Number	Inspection Type
1	For Example: DW42	22222	Level 1
2	DW42	22223	Level 1
3	DW42	22224	Level 1
4	DW42	22225	Level 1
5	DW42	22226	Level 1
6	DW42	22227	Level 1
7	DW42	22228	Level 1
8	DW42	22229	Level 1
9	DW42	22230	Level 1
10	DW42	22231	Level 1
11	DW42	22232	Level 1
12	DW42	22233	Level 1
13	DW42	22234	Level 1
14	DW42	22235	Level 1
15	DW42	22236	Level 1
16	DW42	22237	Level 1
17	DW42	22238	Level 1
18	DW42	22239	Level 1
19	DW42	22240	Level 1
20	DW42	22241	Level 1
21	DW42	22242	Level 1
22	DW42	22243	Level 1
23	DW42	22244	Level 1
24	DW42	22245	Level 1
25	DW42	22246	Level 1
26	DW42	22247	Level 1
27	DW42	22248	Level 1
28	DW42	22249	Level 1
29	DW42	22250	Level 1
30	DW42	22251	Level 1
31	DW42	22252	Level 1
32	DW42	22253	Level 1
33	DW42	22254	Level 1
34	DW42	22255	Level 1
Invoice			
Total Level 1 Inspections	13	@\$105/ea.	\$1,365.00
Total Level 2 Inspections	15	@\$83/ea.	\$1,245.00
Total Level 3 Inspections	6	@\$28/ea.	\$168.00
Total Invoice	34		\$2,778.00

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-24

An Ordinance of the City Council of Homer, Alaska, Adopting Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule; and Homer City Code Chapter 19.20, Parks and Recreational Facilities; to Provide Regulations for the Use of City Parks and Penalties for Their Violation.

Sponsor: City Manager

1. City Council Regular Meeting June 11, 2012 Introduction

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 12-24

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
ADOPTING HOMER CITY CODE 1.16.040, DISPOSITION OF
SCHEDULED OFFENSES—FINE SCHEDULE; AND HOMER CITY
CODE CHAPTER 19.20, PARKS AND RECREATIONAL FACILITIES;
TO PROVIDE REGULATIONS FOR THE USE OF CITY PARKS AND
PENALTIES FOR THEIR VIOLATION.

WHEREAS, It is in the best interest of the City to protect park resources and
infrastructure and to insure public safety within the parks; and

WHEREAS, It is in the interest of the City to collaborate with other organizations that
support City parks in order to maximize resources and protect and improve these valuable public
assets.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. HCC 1.16.040, Disposition of Scheduled Offenses—Fine Schedule, is adopted
to read as follows:

1.16.040 Disposition of Scheduled Offenses—Fine Schedule.

(a) A person cited for an offense for which a fine is established in subsection (c) of this
section may mail or personally deliver to the Finance Director the amount of the fine indicated
on the citation for the offense 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. A citation for a scheduled
offense may be mailed or personally delivered within fifteen (15) days after the date of the
citation. 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.

(b) If a person cited for an offense for which a fine amount is established in subsection
(c) of this section 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.

(c) The following violations of this code are amenable to disposition without court
appearance upon payment of a fine in the amount listed below.

CODE SECTION	DESCRIPTION OF OFFENSE	FINE
HCC 19.20.020	General rules	\$300
HCC 19.20.030	Park closure	\$300

Section 2. HCC Chapter 19.20, Parks and Recreational Facilities, is adopted to read as
follows:

Chapter 19.20
PARKS AND RECREATIONAL FACILITIES

Sections:

- 19.20.010 Definitions.
- 19.20.020 General Rules.
- 19.20.030 Park Closure.
- 19.20.040 Park Use Agreements.
- 19.20.050 Campground Host Program.
- 19.20.060 Regulations.
- 19.20.070 Remedies and Penalties.

19.20.010 Definitions. In this chapter:

“Camp” means using an outdoor area or motor vehicle for sleeping or temporary living quarters, including without limitation erecting a tent or other temporary shelter.

“Park” means an area designated as a park, reservation, playground, beach, recreation area, owned or managed by the city and devoted to active or passive recreation.

19.20.020 General Rules. The following general rules govern the public use of parks:

- a. No person may deface, disfigure, damage, tamper with, or displace or remove, any building, structure, table, bench, fireplace, sign, notice or placard in a park.
- b. No person may dig or remove any beach sand, whether submerged or not, or any soil, rock, stones, trees, shrubs, or plants, downed timber or other wood, or materials, or make any excavation, in a park, except in accordance with adopted city beach policy.
- c. No person may cut, pick or damage trees, flowers or other vegetation in a park.
- d. No person may camp in a park except in an area and at a time designated for that purpose by the city manager.
- e. No person may light, build, use or maintain an open fire or portable camp stove in a park except in a receptacle or area designated for that use. No person may leave an open fire or operating portable camp stove unattended. No person may use a flammable liquid other than charcoal lighting fluid to start or accelerate a fire.
- f. No person may bring any alcoholic beverage, or drink any alcoholic beverage in a park, and no person under the influence of any alcoholic beverage may enter or remain in a park.
- g. No person may discharge a firearm in a park except a peace officer acting within the scope and authority of the officer’s employment.
- h. No person may operate, or stop, stand or park, a motorized vehicle in a park except:
 - 1. In an area designed for the use, and in a manner permitted by the designation;
 - or
 - 2. Construction, enforcement, maintenance or emergency vehicles operated by the state, the Kenai Peninsula Borough, the city or their respective contractors.
- i. Where the operation of motor vehicles is permitted in a park, motor vehicles shall be operated in accordance with posted speed limits, in a prudent and safe manner, and at a speed not exceeding ten (10) miles per hour in parking areas.
- j. A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.

k. No person may dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage or refuse, or other trash, or water, sewage or effluent from sinks, portable toilets or other plumbing fixtures, directly upon the surface of land or water in a park.

19.20.030 Park Closure.

a. The city manager may designate times during which a park is closed to the public.

b. The city manager shall notify the public of times during which a park is closed to the public by the placement of signs at entrances to the park or within the closed area. No person may enter or remain in a park during the hours of closure designated on such a sign.

19.20.040 Park Use Agreements.

The council by resolution may authorize an agreement between the city and an organization providing for the organization's use, operation and maintenance of facilities within a park. The agreement will address such issues as scheduling, litter, sanitary facilities, damage, crowd control, traffic control, noise, insurance and public notice.

19.20.050 Campground Host Program.

The council by resolution may authorize the city manager to establish a campground host program for designated city parks, under which volunteers will provide campground host services to park users.

19.20.060 Regulations.

The city manager is authorized to promulgate regulations, in addition to the rules stated in this chapter, to regulate the use of park and recreational facilities.

19.20.070 Remedies and Penalties.

Remedies and penalties for violations of this chapter are as provided in Chapter 1.16.

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 _____ 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

135 YES:

136 NO:

137 ABSTAIN:

138 ABSENT:

139

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141 First Reading:

142 Public Hearing:

143 Second Reading:

144 Effective Date:

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147 Reviewed and approved as to form:

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149

150

151 Walt E. Wrede, City Manager

152

153 Date: _____

Thomas F. Klinkner, City Attorney

Date: _____

ORDINANCE REFERENCE SHEET
2012 ORDINANCE
ORDINANCE 12-25

An Ordinance of the Homer City Council Amending the Official Road Maintenance Map of the City of Homer by Adding a Portion of Ohlson Lane and West Bunnell Avenue as Urban Road; and a Portion of Mission Road as Rural Road.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting June 11, 2012 Introduction
 - a. Transfer of Responsibilities Agreement (TORA) between State of Alaska Department of Transportation and Public Facilities and the City of Homer
 - b. Resolution 06-72
 - c. Ordinance 02-23(S)
 - d. Ordinance 85-14

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Pursuant to the Provisions contained in HCC 11.04.55 (a) through (e) the Official Road maintenance Map is hereby amended as follows:

<u>Roadway Name</u>	<u>Location</u>	<u>Linear Feet</u>	<u>Mile Class</u>
Ohlson Lane	Sterling Hwy. to W. Bunnell Ave.	890	Urban
West Bunnell Ave.	Ohlson Lane to Main St.	423	Urban
Mission Road	East End Road to a Point 2763' East	2,763	Rural

Section 2. This is a non-code ordinance and not of a permanent nature.

Section 3. A draft copy of the TORA referenced above is attached and incorporated herein. The City Manager is authorized to execute the final TORA provided that it is not substantially changed. The City Manager is also authorized to execute all appropriate deeds and other documents related to the transfer of ROW ownership to the City.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____, 2012.

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:

Reviewed and approved as to form:

Walt Wrede, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

Fiscal Note: Additional routine annual maintenance costs estimated to be \$13,215

**TRANSFER OF RESPONSIBILITIES AGREEMENT
BETWEEN
THE STATE OF ALASKA DEPARTMENT OF
TRANSPORTATION AND PUBLIC FACILITIES
AND
THE City of Homer, Alaska**

For Construction of the Homer Spit Pathway Project

The Parties to this Agreement are the State of Alaska, acting by and through its Department of Transportation and Public Facilities, of P.O. Box 196900, Anchorage, Alaska 99519-6900 (hereinafter called DOT&PF) and the City of Homer, a municipality established under Alaska law, of 491 East Pioneer Avenue, Homer, Alaska 99603-7624 (hereinafter called CITY). This Agreement is effective upon execution by DOT&PF and the City. The DOT&PF and the City are entering into this Agreement pursuant to AS 35.15.080 et seq. and any regulations promulgated thereunder.

Whereas, AS 19.20.060 authorizes the State and the CITY to enter into agreements for establishing, maintaining, and regulating use of public ways within their respective jurisdictions; and

Whereas, the Sterling Highway is a state-owned and maintained roadway; and

Whereas, the CITY has identified pedestrian safety on the Homer Spit, including the portion of the Sterling Highway located thereon, as an area of serious concern; and

Whereas, the CITY adopted Resolution 06-72, wherein the CITY requested that DOT&PF find a creative, alternative method for funding the Homer Spit Trail, and in exchange agreed to assume

- maintenance and operations for the trail
- ownership, maintenance and operations responsibility for West Bunnell Avenue, Ohlson Lane, and East Mission Road; and

Whereas, the Alaska Legislature appropriated funds to DOT&PF in the SFY10 capital budget for Cruise Ship-Related Projects, and \$2,000,000 of this appropriation was allocated to the Homer Spit Pathway project (SLA 15/09/47/22) and subsequently increased to \$2,500,000 by a Revised Program to reallocate funds within the program; and

WHEREAS, the CITY has exercised its authority under State law or local charter to assume the power to plan, design, construct, maintain, finance, hold title to, or otherwise control highways, streets, roads, trails, pedestrian facilities and parks within its

boundaries, and has requested DOT&PF transfer the funds for the Homer Spit Pathway project to the CITY; and

Whereas the City is hereby requesting to assume all responsibility for the planning, design or construction of the Homer Spit Pathway project described in Appendix A (hereinafter also referred to as "the project"),

WHEREAS, the undersigned parties have been authorized to enter into this agreement to cooperatively complete the project under the terms and conditions identified below.

Therefore the parties mutually agree as follows:

- 1 The City agrees to assume all responsibilities relating to the development and construction of the project described in Appendix A which is hereby incorporated and made a part of this Agreement.
- 2 The City agrees to comply and shall require compliance by any subcontractor, with all applicable local, state and federal codes, statutes, and regulations. This specifically includes those under AS 36.05 and any laws relating to civil rights.
- 3 The DOT&PF agrees to transfer \$2,500,000 of the funds appropriated to DOT&PF by the Legislature for the project to a special project account in the State Treasury. The DOT&PF and the CITY agree that any costs required for the completion of this project in excess of the above amount will be secured by the CITY, subject to City appropriations, and may include local funds, additional State General Funds or federal funds.
- 4 DOT&PF Indirect Cost Allocation Plan, overhead, design review, project management, and oversight costs will be provided for from a separate account and not from the funds identified in paragraph 3 above.
- 5 The payment schedule for transferring project funding to the CITY is set out in Appendix B which is hereby incorporated and made a part of this Agreement.
- 6 Prior to transferring the construction funds to the CITY, as described in Appendices A and B, the CITY shall accept, by Commissioner's Quit Claim Deed, all of the existing rights and future maintenance of West Bunnell Avenue, Ohlson Land, and East Mission Road.
- 7 DOT&PF shall be provided the opportunity to approve the scope of work for the design effort prior to solicitation of bids for professional services.

- 8 The CITY shall forward copies of the design development documents to the DOT&PF for review and approval when: 1) the preliminary alignment has been identified, 2) design is 30 percent developed, and 3) upon completion of plans, specifications and estimates (PS&E).
- 9 The CITY shall provide the DOT&PF 90 days to review preconstruction documents.
- 10 The CITY acknowledges that DOT&PF's authority extends only to state owned right-of-way and its facilities. The state's highway right-of-way for the Sterling Highway varies in width at different locations. The current Sterling Highway right-of-way is shown on the Sterling Highway right-of-way map for the Homer Spit Pathway Project No. TEA-021-1(45)/52478 (recorded in the Homer Recording District, Third Judicial District, State of Alaska on January 9, 2001 as Plat No. 2001-2). A copy of this map is attached for reference as Exhibit A. The intersection of Kachemak Drive and the Sterling Highway is shown as Station 0+060.960 on Sheet 4 of Exhibit A. The end of the Sterling Highway near the end of the Homer Spit is shown as Station 6+887.985 on Sheet 7 of Exhibit A.
- 11 Prior to advertisement of the construction contract, the CITY must certify the right-of-way (i.e. land interest in the project site) pursuant to AS 35.15.110 and obtain the DOT&PF's approval.
- 12 Responsibility for the development, construction, maintenance and operation of the project shall be borne by the CITY, subject to the necessary State approvals provided by law.
- 13 The CITY will not initiate construction, construction staging, the construction bid process or procurement of materials until such a time as all needed DOT&PF reviews, permits, and approvals have been obtained and the DOT&PF administrator for this agreement has given written notice to proceed with construction.
- 14 The CITY shall indemnify, defend, and hold harmless the State of Alaska, its officers, agents, employees and contractors for any claims or suits arising out of any CITY assumption of the development, construction, maintenance and property management responsibilities of the project set forth and described in Appendix A to the extent the CITY has assumed those responsibilities and as allowed by law.
- 15 The CITY shall coordinate all regulatory agency reviews and obtain all necessary written approvals from all regulatory agencies.
- 16 The City shall submit a quarterly status report to the DOT&PF. The first report shall be due at the end of the quarter in which the agreement has been executed and subsequent reports

shall be due every three months thereafter until project completion (i.e. after acceptance by the DOT&PF that the CITY has met the requirements of this agreement).

- 17 The CITY shall be responsible for traffic control during installation, maintenance, and operations of any improvements associated with the Homer Spit Pathway Project. DOT&PF hereby authorizes the CITY to perform mobile, short duration work zone traffic control associated with maintenance and operations pursuant to the provisions of Part 6 of the Alaska Traffic Manual. No lane, shoulder, or pathway closures for work zone traffic control will be permitted without DOT&PF review and approval, and shall require Temporary Construction Permits and/or Lane Closure Permits, as needed, issued by the DOT&PF.
- 18 The CITY will not modify any aspect of the existing structural section of the Sterling Highway (the road prism; including lanes, shoulders, and pathway), including, but not limited to, pavement, drainage, and cut or fill needed for the structural integrity of the highway, without written permission of the DOT&PF.
- 19 The CITY and the DOT&PF shall partner in the final inspection of the project. The DOT&PF shall approve the final documents on the project per AS 35.15.110.
- 20 The CITY, upon completion of the project, shall provide the DOT&PF with the final as-built plan set, and the final expenditure report, certified by the CITY, of all costs incurred in the accomplishment of the project.
- 21 The CITY recognizes that Alaska Administrative Code 02 AAC 45.010 establishes specific audit requirements for agreements executed after August 1, 1985. The CITY agrees to be immediately subject to the audit requirements as set forth in AAC 45.010. The DOT&PF will audit the project upon written project completion notification by the CITY. The CITY shall maintain all project records for three (3) years after the date of project acceptance.
- 22 Within sixty (60) days after the issuance of the final audit report to the DOT&PF or sixty (60) days after acceptance by the DOT&PF that the CITY has met the requirements of this Agreement, the CITY will return the full amount of the grant, less legitimate project expenses, to the State of Alaska.
- 23 The procedures and standards governing termination of this Agreement by the DOT&PF for cause or convenience are set forth in AAC 17.55.050, the terms of which are hereby incorporated by reference.
- 24 If, due to changed circumstances, the DOT&PF or the CITY wishes to terminate this

Agreement prior to its completion, the initiating party shall notify the other party in writing of its reasons for requesting the early termination. This request must be made at least fifteen (15) days prior to the proposed termination date. If both parties agree that it is in their mutual best interests to terminate this Agreement early, all finished or unfinished documents and other materials as described herein shall, at the option of the DOT&PF, become the DOT&PF's property. If the Agreement is terminated as provided herein, the CITY shall be reimbursed for those actual expenses not otherwise reimbursed under this Agreement which were incurred by the CITY during the Agreement period and which are directly attributable to the CITY's performance of this Agreement. The DOT&PF shall also reimburse the CITY in honoring convenience termination clauses in this Agreement with its contractors as long as these clauses conform to the standard convenience termination clause used by the DOT&PF for similar type contracts (see attached reference). Reimbursement will not exceed the amounts identified in Appendix B.

- 25 The CITY shall ensure that none of the funds paid under this Agreement will be used for the purposes of lobbying activities before the Alaska State Legislature.
- 26 The City's administrator for this agreement is Carey Meyer. The DOT&PF's administrator for this Agreement is David Post. Each party agrees to notify the other party in writing of any change in the administrator.
- 27 Unless changed by prior written notice, all correspondence required by this Agreement must be sent to the following addresses:
- City of Homer
Attn: City Manager
491 East Pioneer Avenue
Homer, Alaska 99603-7624
- State of Alaska
Department of Transportation and Public Facilities
Attn: David Post, Planning Manager
P.O. Box 196900
Anchorage, Alaska 99519-6900
- 28 The failure of the DOT&PF to insist in any one or more instances upon strict performance by the CITY of any provision or covenant in this agreement may not be considered as a waiver or relinquishment of the provision or covenant for the future. The waiver by the State of any provision or covenant in this Agreement cannot be enforced or relied upon by the CITY unless the waiver is in writing and signed on behalf of the State.
- 29 This Agreement may be modified or amended only by written Agreement signed by both parties.

APPROVALS:

CITY OF HOMER

APPROVED this _____ day of _____, 2012

Signature: _____

Name: Walt Wrede

Title: City Manager

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss:

THIRD JUDICIAL DISTRICT)

On this _____ day of _____, 2012, Walt Wrede, City Manager of the City of Homer, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska

My commission expires: _____

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES

APPROVED this _____ day of _____, 2012

Signature: _____

Name: Robert Campbell, P.E.

Title: Regional Director, Central Region

NOTARY ACKNOWLEDGEMENT

STATE OF ALASKA)

) ss.

THIRD JUDICIAL DISTRICT)

On this ____ day of _____, 2012, Robert Campbell, P.E., Regional Director of the Central Region of the State Department of Transportation and Public Facilities, acknowledged before me that he executed the foregoing document freely and voluntarily with full authority to do so.

Notary Public, State of Alaska

APPENDIX A

- A. **Scope of Work – Homer Spit Trail (Phase II):** This project consists of the design, permitting, right-of-way acquisition, bidding, and construction of a trail from the end of the current trail that terminates at the Nick Dudiak Fishing Lagoon parking lot to the end of the Homer Spit. The project also includes utility relocations, trail appurtenances, signing, restroom and parking improvements.
- B. **Deliverables:** Bid documents, cost estimates, utility relocation agreements, environmental and regulatory permits.
- C. **Project tasks:**
- Review existing conditions (including previously completed design work)
 - Obtain additional design survey information
 - Hold local public informational meetings
 - Establish recommended alignment
 - Prepare preliminary cost estimate
 - Acquire necessary easements/rights-of-way
 - Prepare bid documents (plans, specifications and engineers estimate)
 - Acquire necessary environmental/regulatory permits
 - Secure necessary funding approvals
 - Bid work/award construction contract
 - Inspect construction
- D. **Schedule:**
- Completion of Preconstruction Activities- December 2013
 - Completion of Construction Activities – December 2015

Project Budget

\$65,000 Spit Trail Completion Legislative Grant; \$63,000 Scenic Byways Grant, \$150,000 Spit Trail Completion Legislative Grant; \$2.5M Spit Trail Completion funding (thru ADOT); Total Funding = \$2,778,000

<u>Work Item</u>	<u>Item Cost</u>
Design/Engineering (8%)	\$ 155,083.40
ROW/Easement Acquisition/Permits	\$ 65,000.00
Total Preconstruction =	<u>\$ 220,083.40</u>
Trail from Fishing Hole to End of the Road Park	\$ 1,127,767.50
End of the Road Park Improvements	\$ 810,775.00
Basic Construction =	<u>\$ 1,938,542.50</u>
Construction Contingency (10%)	\$ 193,854.24
Construction inspection (6%)	\$ 116,312.55
Administration (3%)	\$ 58,156.28
Total Engineering/Inspection =	<u>\$ 368,323.07</u>
Total Construction/Engineering/Inspection =	<u>\$ 2,306,865.57</u>
Total Project Cost =	<u>\$ 2,526,948.97</u>

APPENDIX B

Payment Schedule:

THERE WILL BE A LUMP SUM PAYMENT TO BE PAID AT THE BEGINNING OF EACH PHASE (PRECONSTRUCTION AND CONSTRUCTION).

\$250,000 will be available upon execution of this contract to begin Preconstruction activities.

\$2,250,000 will be made available upon execution of quitclaim deeds for West Bunnell Avenue, Ohlson Lane, and East Mission Road, review and approval of preconstruction documents and permits by DOT&PF's administrator for this agreement.

DRAFT

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 06-72

City Manager

A RESOLUTION OF THE HOMER CITY COUNCIL REQUESTING THAT THE ALASKA DEPARTMENT OF TRANSPORTATION COMPLETE THE HOMER SPIT TRAIL FROM THE NICK DUDIAK FISHING LAGOON TO AND INCLUDING END OF THE ROAD PARK.

WHEREAS, Completion of the Homer Spit Trail from the Nick Dudiak Fishing Lagoon to and including the proposed End of the Road Park has been a top City transportation priority for many years, and

WHEREAS, This project scored very high under the TRAAK Program but was never completed because TRAAK funding was severely restricted in subsequent years, and

WHEREAS, This project remains a top priority for the City Council and it wants to see the trail completed because it would improve safety, stimulate commerce, and improve pedestrian circulation on the Homer Spit, and

WHEREAS, The City understands that while money for the construction of trails has largely disappeared, it might be possible for the City and the Alaska Department of Transportation (ADOT/PF) to cooperate and find a creative funding solution that is mutually beneficial to both parties.

NOW THEREFORE BE IT RESOLVED, That the Homer City Council hereby requests that ADOT/PF find a creative, alternative method of funding this vitally important project, and

BE IT FURTHER RESOLVED, that in exchange for funding completion of the Homer Spit Trail and construction of End of the Road Park, the Council hereby agrees to:

- Provide a 25 % local match (cash and/or in-kind) for construction costs
- Assume maintenance and operations responsibility for the trail like it does the existing trail
- Assume ownership and maintenance and operations responsibility for West Bunnell Ave., Ohlson Lane, and East Mission Road.

PASSED AND APPROVED by the Homer City Council this 12th day of June, 2006.

ATTEST:

MARY L. CALHOUN, CMC, CITY CLERK

CITY OF HOMER

VAL McLAY, MAYOR PRO TEMPORE

Fiscal Note: 25% of Construction costs to be determined. Maintenance and operations costs for trail and about 1 mile of road.

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**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 02-23(S)

AN ORDINANCE OF THE CITY OF HOMER CREATING
TWO CATEGORIES OF ROAD SERVICE AVAILABLE IN
THE CITY OF HOMER, ADOPTING A NEW OFFICIAL ROAD
MAP AND AMENDING HOMER CITY CODE SECTION
11.04.055, OFFICIAL MAINTENANCE MAP.

WHEREAS, certain properties were annexed to the City effective March 20, 2002;
and

WHEREAS, all of the annexed properties were formerly part of a road service area
of the Kenai Peninsula Borough; and

WHEREAS, in the first six months of 2002 road services were provided to the
annexed properties by the Kenai Peninsula Borough through its service area; and

WHEREAS, the provision of such services to the annexed properties by the
Borough during the first six months of 2002 effectively means that the City of Homer is
providing to that area of the City a different level of road service for the remainder of the
City for calendar year 2002; and

WHEREAS, the City Council hereby finds that it is reasonable and appropriate to
set different categories of road service and to adopt a new Official Road Maintenance
Map to incorporate the newly annexed area roads, which have been constructed and
maintained at a different standard than pre March 20, 2002 City of Homer Roads.

NOW, THEREFORE, THE CITY OF HOMER HEREBY ORDAINS:

Section 1. Homer City Code Section 11.04.055 is hereby amended to read as
follows:

11.04.055 Official Road Maintenance Map--Adopted. a. The "Official Road
Maintenance Map of the City of Homer" is enacted by reference and declared to be part of this chapter in
its exact form as it exists on the date that the ordinance codified in this chapter is adopted by the City
Council. This map shall be kept in the City offices for public inspection.

b. After the effective date of the ordinance codified in this chapter, the City shall not accept
maintenance responsibility for any roads, existing or future, which are not constructed or reconstructed to
the standards of this chapter, unless such road is shown on the "Official Road Maintenance Map of the
City of Homer."

c. City maintenance service, as specified on the official map, shall be provided in two categories;

~~on a permanent (year around) basis and on a winter maintenance only basis (snowplowing and sanding only). In no case shall a winter maintained road be upgraded to permanent maintenance unless it is reconstructed to the standards of this chapter.~~

1. Urban Road Maintenance, full level of service for road maintenance on streets that meet the City Standard and these road are first priority, and

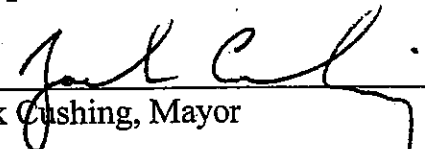
2. Rural Road Maintenance, the level of service for roads that do not meet City standards and are determined to deserve a reduced level of service and these roads take second priority.

d. If the map becomes lost or damaged, the map or significant parts thereof remaining after partial destruction shall be preserved. The City Council may by ordinance enact a new map which shall be consistent with and supersede the old map.

e. The map shall be signed by the City Clerk with a note of the date of enactment by the City Council. Amendments by ordinance shall be immediately added to the "Official Road Maintenance Map of the City of Homer" with a notation of the date of enactment of said ordinance by the City Council. (Ord. 87-6(S) §1(part), 1987; Ord. 85-14 (part), 1985).

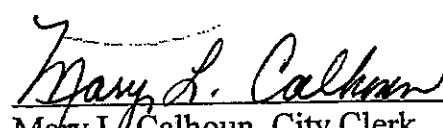
Section 2. This ordinance is of a permanent and general character and ~~is ordinance~~ shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA,
this 10th day of June, 2002.
CITY OF HOMER



Jack Cushing, Mayor

ATTEST:



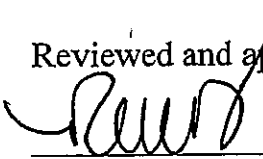
Mary L. Calhoun, City Clerk

Page Three
Ordinance 02-23(S)
City of Homer

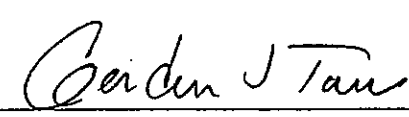
AYES: 5
NOES: 0
ABSTAIN: 0
ABSENT: 1

First Reading: 5/28/02
Public Hearing: 6/10/02
Second Reading: 6/10/02
Effective Date: 6/11/02

Reviewed and approved as to form:



Ronald Wm. Drathman
City Manager



Gordon J Tans
City Attorney

Fiscal note: See Ordinance 02-21 and back up. Projection for now is \$121,848 and for 2003 is an additional \$193,500.

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CITY OF HOMER
HOMER, ALASKA

ORDINANCE 85-14

AN ORDINANCE REPEALING AND RE-ENACTING
CHAPTER 11.04, ESTABLISHING STREET DESIGN
AND CONSTRUCTION STANDARDS

NOW THEREFORE, the City of Homer ordains:

Section 1. Chapter 11.04 of the Homer City Code, Street Construction, is hereby repealed and re-enacted, Street Design and Construction Standards, as follows:

ORDINANCE 85-14
Effective Date: July 2, 1985

Chapter 11.04
STREET DESIGN AND CONSTRUCTION
STANDARDS

Sections:

11.04.010	Intent
11.04.020	Applicability
11.04.030	Definitions
11.04.040	Street Design & Construction Requirements- General
11.04.050	Master Roads and Streets Plan
11.04.055	Official Maintenance Map - Adopted
11.04.058	Design Criteria Manual - Adopted
11.04.060	Geometric Design
11.04.070	Required Cross-section
11.04.080	Drainage and Erosion Control
11.04.090	Intersections
11.04.100	Utilities in Right-of-Way
11.04.110	Street Lighting
11.04.120	Sidewalks
11.04.130	Traffic Control Devices and Street Signs
11.04.140	Construction Requirements
11.04.150	Violation - Penalty

11.04.010 Intent. The intent of this chapter is to:

- a. Promote the safety, convenience, comfort, and common welfare of the public by providing for minimum standards to regulate design and construction of public streets, roads, and highways within the City.
- b. Minimize public liability for publicly and privately developed improvements by ensuring that roads and streets will be built to City standards.

11.04.020 Applicability. The requirements of this chapter shall govern the construction or reconstruction of roads and streets within the City of Homer.

11.04.030 Definitions. In this chapter, unless otherwise provided, or the context otherwise requires, the following words and phrases shall have the meanings set forth below:

- a. "Arterial" means a street or highway which provides as a major function the transmission of vehicular through-traffic along its prolongation or length (in preference to traffic entering the street or highway from an abutting lot or intersecting road), and which performs a major role in serving the transportation needs of the community (by serving relatively longer trip lengths with minimal interference and higher speeds), and which is identified as an arterial on the Homer Master Roads and Streets Plan.
- b. "As-built drawings" means the plan and profile drawings of the improvements as constructed, drawn to the same level of detail as the original design drawings.
- c. "Base Course" means a layer of crushed aggregate placed atop the subbase, according to a specified gradation.
- d. "City" means the City of Homer, a municipal corporation, acting through the City Manager and/or his designees.
- e. "Collector" means a street which collects traffic from local streets and/or relatively large traffic generators, and channels it into the arterial system, and is identified as a "commercial/industrial collector" or as a "residential collector" in the Homer Master Plan for Roads and Streets. (A "commercial/industrial collector" is a collector located in a commercial or industrial zoning district, while a "residential collector" is a collector located in a residential district.)
- f. "Cross culvert" means a culvert which crosses beneath the travelled way of a street, such that its ends are exposed on the embankment of each side of the street.
- g. "Cul-de-sac" means a street that is closed at one end and which is therefore required to provide a circular turnaround.
- h. "Design Criteria Manual" means a publication issued by the City of Homer entitled "Design Criteria Manual for Streets and Storm Drainage", dated April 1985.
- i. "Design engineer" is a professional civil engineer, registered in the State of Alaska, who shall perform the project design for the Developer.
- j. "Developer" means a person, firm, association, partnership, corporation, governmental unit, or combination of any of these which proposes to install street improvements, either as part of a subdivision development or as a development project on an existing right-of-way.

- k. "Drainage Management Plan" refers to the City of Homer's documents entitled "Drainage Management Plan - Homer, Alaska" (dated August, 1979) and "Revised Drainage Management Plan - Homer, Alaska" (dated February, 1982).
- l. "Driveway" means an entrance/exit roadway which provides lateral access to a private property from a public right-of-way, and which is located on private property except for its junction with the public road within such right-of-way.
- m. "Driveway intersection" means the junction of a driveway with a street or other public road.
- n. "Local street" is a street which services primarily relatively short trip lengths and low traffic, allowing transmission of traffic from abutting lots to the collector or arterial system, and which does not qualify for designation as a collector or arterial. For the purposes of this ordinance, local streets are segregated into two subclasses: "local residential" streets are those local streets situated in residential zoning districts and "local commercial/industrial" streets are those local streets located in commercial or industrial zoning districts.
- o. "Master Roads and Streets Plan" refers to the document labelled such, adopted by the City of Homer.
- p. "Permanent maintenance" means grading, pavement patching, ditching, culvert thawing, snowplowing, sanding, and other work, performed on an all-seasons basis for maintenance of city streets.
- q. "Right-of-way" means land, property, or interest therein, usually in a strip, acquired for or dedicated to the public for transportation purposes.
- r. "Road" is a general term denoting a public way or track, or any length thereof, generally in rural areas, used for purposes of vehicular travel.
- s. "Roadway" means the portion of a street, road, or highway, including shoulders, for vehicular use.
- t. "Shoulder" means the portion of the roadway contiguous with the travelled way for accommodation of stopped vehicles for emergency use, and/or for lateral support of base and surface courses.
- u. "Street" is a general term denoting a public way or track, or any length thereof, in urban settings, used for purposes of vehicular travel.

- v. "Street intersection" means the junction of two or more public roads, i.e., roads located within public rights-of-way.
- w. "Subbase" means the specified or selected material of planned thickness placed atop the subgrade and below the base course.
- x. "Subdivider" means a person, firm, association, partnership, corporation, governmental unit, or combination of any of these which may hold any recorded or equitable ownership interest in land being subdivided. The term shall also include all heirs, assigns or successors in interest, or representatives of the subdivider, owner, proprietor or developer.
- y. "Subdivision" means the division of a tract or parcel of land into two or more lots, sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, including any subdivision, and when appropriate to the context, the process of subdividing or the land subdivided. A "new subdivision" is a subdivision in which a plat has received preliminary approval prior to the effective date of this chapter. There will be no time extension allowed for said preliminary plat to be considered at a later date.
- z. "Subgrade" means the basement soil material in excavation (cuts), embankment (fills), and embankment foundations immediately below the first layer of subbase and to such depth as may affect the structural design of the roadway.
- aa. "Traveled way" means that portion of the roadway reserved for the movement of vehicles, exclusive of shoulders.
- bb. "Winter maintenance" means snowplowing and sanding of roads during winter months; this definition specifically excludes culvert maintenance and prevention or alleviation of glaciation (aufeis) effects.

11.04.040 Street Construction, Design, and Dedication Requirements - General.

- a. All streets or roads hereinafter constructed or reconstructed within the City of Homer shall adhere to the dedication, design and construction standards set forth in this chapter and shall also be designed and constructed according to the procedures and standards set forth in Chapter 11.20, unless waived as provided in Chapter 11.20.

- b. The City shall require new subdivisions to dedicate the rights-of-way according to the widths specified in Section 11.04.060(f) below, according to the appropriate functional classification. Arterials and collectors are as designated in the Master Roads and Streets Plan.
- c. The Planning Commission shall require the dedication of a half street if the other half of the street has been dedicated or can reasonably be expected to be dedicated, unless it determines the street would be unnecessary or undesirable. It shall further require half-street dedications if the street is on the Master Plan for Roads and Streets Map as a planned improvement or is the logical extension of an existing street.
- d. When a subdivision borders or contains a street designated an arterial on the Master Plan map, the Homer Advisory Planning Commission may require shared access or the dedication of a frontage street. Alternatively, an interior road may be required (along the rear lot lines of the lots abutting the arterial) which will serve the access requirements of all the lots fronting the arterial.

11.04.050 Master Roads and Streets Plan - Adopted.

- a. The City hereby adopts the functional classification system, Master Plan map, and preliminary plans and profiles of future streets contained in the Master Roads and Streets Plan.
- b. In all new subdivisions, excepting those specifically exempted in Chapter 22.10, the subdivider shall be required to dedicate street rights-of-way designated as arterials or collectors on the Master Plan for Roads and Streets map, in general agreement with the location and geometrics outlined on the map and, if preliminary engineering plans have been prepared, in general accordance with the route layout specified therein. The Planning Commission may require adjustments to the proposed plat at the preliminary platting stage if it finds that such geometrics and alignments are not adhered to.
- c. If a development includes a segment of an arterial or collector street as shown on the Master Plan, the developer shall construct the streets on the alignment adopted in the Master Roads and Streets Plan, and according to the geometric requirements (maximum grade, curvature, and intersection grade, and minimum intersection curb return radius) conforming to the respective classification. The developer, in such case, shall be required to construct the street to a 28 foot width (22 foot travelled way and 3 foot shoulder on each

side), in accordance with the minimum requirements of a local residential street; provided, however, that the City may, upon direction of the City Council, elect to require construction to the full standards and pay to the developer the cost difference between the required street and the proposed street.

- d. The City Council shall be empowered to designate additional routes as arterials and collectors beyond those adopted on the Master Plan map.

11.04.055 Official Maintenance Map - Adopted.

- a. The "Official Maintenance Map of the City of Homer" is enacted by reference and declared to be part of this chapter in its exact form as it exists on the date that this ordinance is adopted by the City Council. This map shall be kept in the City offices for public inspection.
- b. After the effective date of this ordinance, the City shall not accept maintenance responsibility for any roads, existing or future, which are not constructed or reconstructed to the standards of this ordinance, unless such road is shown on the "Official Maintenance Map of the City of Homer."
- c. City maintenance service, as specified on the official map, shall be provided on a permanent (year-around) basis and on a winter-maintenance-only basis (snowplowing and sanding only). In no case shall a winter-maintained road be upgraded to permanent maintenance unless it is reconstructed to the standards of this chapter.
- d. If the map becomes lost or damaged, the map or significant parts thereof remaining after partial destruction shall be preserved. The City Council may by ordinance enact a new map which shall be consistent with and supersede the old map.
- e. The map shall be signed by the City Clerk with a note of the date of enactment by the City Council. Amendments by ordinance shall be immediately added to the "Official Maintenance Map of the City of Homer" with a notation of the date of enactment of said ordinance by the City Council.

11.04.058 Design Criteria Manual - Adopted.

The City of Homer hereby adopts by reference the "Design Criteria Manual for Streets and Storm Drainage", dated April 1985. The "Design Criteria Manual" shall augment the standards of this chapter and shall govern site reconnaissance (survey and soils) and design for streets and storm drains.

11.04.060 Geometric Design Requirements.

The following design criteria shall be adhered to on all street construction within the City.

- a. Street alignment. The street construction shall coincide with the right-of-way centerline unless otherwise approved by the City.
- b. Street design. Streets shall be designed to meet the following objectives:
 1. To drain adjacent property where possible;
 2. To match existing driveways where possible, and in all cases to match existing cross-street grades;
 3. To minimize cross-street or driveway grades;
 4. To provide drainage of roadways;
 5. To facilitate continuity of natural drainage patterns if storm drains are not incorporated in accordance with the Drainage Management Plan.
- c. Grade and curvature maxima. The following design limitations shall apply to grades and curvature according to the street's functional classification:

CLASSI- FICATION	MAXIMUM GRADE (%)	SHORT DISTANCE MAXIMUM GRADE (%) (Less than 500')	MAXIMUM GRADE ON CURVE (%)	MINIMUM CURVE RADIUS (feet)*
Major arterial	6	8	6	700
Minor arterial	8	10	6	600
Collector	8	12	6	500
Comm./Indus.				
Local: Comm./	8	12	6	500
Indus.				
Collector Res.	10	12	8	500 **
Local: Res.	10	12	8	150 **

* Radius shall be measured to right-of-way centerline.

** In hilly terrain (as defined by the "Design Criteria Manual"), the minimum curve radius for residential collector streets may be reduced to 275 feet, and the minimum curve for local residential streets may be reduced to 120 feet, upon approval of the City Public Works Engineer.

- d. Street design criteria (e.g., pavement thickness, roadway widths, etc.) shall be based on 20 year traffic forecasts as approved by the City. Forecasts for local streets shall be based on estimated trip generation, said estimates to be obtained on per-unit basis from the "Design Criteria Manual" and standard texts and calculated by the design engineer for the given land-use intensity and type.

- e. Cul-de-sacs must not be longer than 600 feet and must have turnaround, with a minimum radius to outer edge of pavement or shoulder of 38 feet.
- f. Right-of-way, traveled way, and shoulder width standards for city streets shall, at minimum, be as follows:

FUNCTIONAL CLASS OR TYPE	RIGHT-OF-WAY WIDTH (ft)	TRAVELED WAY WIDTH (ft)	SHOULDER WIDTH, EACH SIDE (ft) *
Arterial - Major	100	36	8
Arterial - Minor	100	24	6
Collector - Comm./Indus.	80	24	4
Collector - Res.	80	24	4
Local (Comm./Indus.)	70	24	4
Local (Res.)	60	22	3
Cul-de-sac turnaround radius	50 (radius)	38 (radius)	2

* Shoulder width reductions may be allowed on roads with curb and gutter.

- g. The right-of-way width standards of Section 11.04.060(f) above shall constitute minimum dedication requirements for subdivisions for respective street classification. Subdividers and developers shall be required to construct roadways to the width specified for local residential streets, regardless of the street classification.
- h. Other design criteria shall be as specified in the City of Homer "Design Criteria Manual for Streets and Storm Drainage." Further explanation and elaboration of the requirements in (c) through (f) above is also set forth in the "Design Criteria Manual."

11.04.070 Required cross-section.

- a. All cross-section designs shall be performed in conformance with the City of Homer Street Design Manual. Thickness shall be based on analysis of native soil and groundwater conditions, as detailed in the Street Design Manual using limited subgrade frost penetration, reduced subgrade strength, California Bearing Ratio, or other methods as appropriate for the functional classification of each roadway, provided that in no case shall the combined thickness of subbase and base course be less than 24". Base course thickness shall be 4" on paved roads and 6" on unpaved roads.

- b. Prior to the placement of roadway structural fill material, native material shall be excavated to subgrade, and geotextile fabric, of a type approved by the City, shall be placed atop of subgrade prior to placement of structural fill.
- c. Base course and subbase gradation shall be as specified in the City of Homer's "Design Criteria Manual", except as otherwise approved or specified by the City Public Works Engineer.

11.04.080 Drainage and Erosion Control.

- a. An adequate drainage system, which may include necessary storm drainage facilities, drain inlets, manholes, culverts, bridges, and other appurtenances, shall be provided to conduct stormwater efficiently and to protect the roadway's integrity. The flow requirements for each particular drainageway shall be established by the City, using the City Drainage Management Plan as a data base.
- b. Hydraulic structures shall be designed in accordance with the "Design Criteria Manual".
- c. Underground storm drain systems will be required after preparation and official adoption of an official storm drain network plan, if the development occurs on the route of a storm drain, as provided on such official plan. Storm drains shall be designed in accordance with the "Design Criteria Manual".
- d. Cross culverts shall have a minimum inside diameter of 24", and shall be larger if the flow through said culvert will require larger diameter pipe, as determined by the City Public Works Engineer. Cross-culverts shall be fitted with end sections in all cases. Driveway culverts will be a minimum of 18" in diameter.
- e. Plunge basins or other methods, as approved by the City, shall be employed to dissipate energy at culvert outfalls where the City or design engineer determines such methods are necessary, in accordance with the "Design Criteria Manual".
- f. Ditch lining or other methods shall be required if necessary to prevent ditch erosion.

11.04.090 Intersections (Street and Driveway).

- a. Right-of-way requirements. Rights-of-way shall intersect at an angle as close to ninety degrees as feasible, and in no event at an angle less than sixty degrees.

- b. At all intersections, right-of-way radius returns shall be a minimum of 20 feet. Additional radius shall be required in cases where the intersection angle is less than ninety degrees; the rounding shall permit construction of curb returns or turning radii as required in (c) below, and radius returns in such cases shall not be less than 40 feet.
- c. Curb returns and turning radii. Turning radii at intersections shall be designed and constructed to accommodate the turning path of design turning vehicles with minimal encroachment on shoulders and opposing lanes; the design turning vehicles are as specified in the "Design Criteria Manual", according to the street's functional classification.
- d. The distance between street intersection centerlines shall be not less than 200 feet, measured along the centerline of the intersected street. Street intersections created by new subdivisions shall be spaced at intervals of not less than 600 feet on major arterials, 300 feet on minor arterials, and 200 feet on collectors.
- e. Intersection grades shall not exceed 3% within 60 ft. nor 4% within 100 feet, of the intersection with the through-road centerline. The through-road grade shall not exceed 7% approaching the intersection if possible.
- f. Intersections shall be planned and designed to provide sight distances in accordance with the "Design Criteria Manual."
- g. For new subdivisions, the Homer Advisory Planning Commission may specify separation intervals between driveway and/or street intersections on arterial and collector streets, not to exceed the street intersection interval specified above.

11.04.100 Utilities in Right-of-Way. New streets to be constructed for acceptance by the City shall also include the construction of applicable utilities in accordance with the Development Agreement. Placement of utilities in right-of-way shall be governed by the standards of the City of Homer "Design Criteria Manual."

11.04.110 Street Lighting. Street lighting shall be installed in all streets in conformance with the requirements of the City of Homer "Design Criteria Manual" and the standards of the electric utility.

11.04.120 Sidewalks.

- a. New streets to be accepted by the City may, at the Developer's option, have sidewalks and/or bicycle paths.
- b. Sidewalks and/or bicycle paths shall be designed in accordance with the design criteria of the City of Homer "Design Criteria Manual."

11.04.130 Traffic Control Devices and Street Signs.

- a. Street signs and other traffic control devices, including striping where applicable, shall be provided in accordance with the Alaska Traffic Manual.
- b. Street name signs shall be provided at all intersections, on fixtures and according to style specified in the Alaska Traffic Manual.

11.04.140 Construction Requirements. Street construction within right-of-way dedicated or to be dedicated to the public within the City shall be subject to the following:

- a. Construction methods, materials, and practices for all work related to streets within the City shall conform to the "Design Criteria Manual" of the City of Homer; amendments to these specifications shall be subject to approval or shall be specified by the City of Homer.
- b. Construction procedures and responsibilities shall be as specified in Chapter 11.20.

11.04.150 Violation - Penalty. The violation of any provision contained herein shall be punished under Section 1.16.010.

CITY OF HOMER

Wayne L. Kessler
Wayne L. Kessler, Mayor

ATTEST:

Narda Koby
Narda Koby, Acting City Clerk

Reviewed and approved as to form and content:

Phil C. Shealy
Phil C. Shealy, City Manager

Date: 5/28/85

First Reading: 05/28/85

Public Hearing: 06/10/85

Second Reading: 06/24/85

Date of Adoption: 07/01/85

Effective Date: 07/02/85

A. Robert Hahn
A. Robert Hahn, City Attorney

Date: 5-28-85

CITY MANAGER'S REPORT

MANAGERS REPORT

June 11, 2012

TO: MAYOR HORNADAY / HOMER CITY COUNCIL

FROM: WALT WREDE

W. Wrede

UPDATES / FOLLOW-UP

1. Load and Launch Ramp: You will recall that ADF&G has access to funding to completely rebuild and refurbish the Load and Launch Ramp at the harbor. The City will apply for funding through the Municipal Harbor Matching Grant Program to cover the 25% match required for construction. ADF&G has secured the funds to do engineering and design and the Council recently approved an MOU with authorizing the agency to take the lead on that work. This week I received a call from ADF&G informing me that they will wait until this fall to issue an RFP for engineering and design services. They cited two reasons for doing that. First, it is summer and most contractors are busy and do not have time to respond to RFP's. Second, all of the construction funding is not yet secured. So, a slight delay is not a problem. Construction was not likely to happen until 2014 anyway.
2. R&S Floats: You will recall that Bryan brought to your attention the serious condition of some of the piles on R and S floats. Three were especially bad and dangerous. Council passed an emergency appropriation to fix the problem but we were not able to execute the plan as presented. Some of the piles were so damaged that the Port and Harbor Director condemned and closed R float for safety reasons. I am very happy to be able to report that the harbor staff came up with an innovative and cost effective short term fix that should solve the problem for now and alleviate the safety concerns. The short version is that heavy 10" diameter pipes were purchased from a scrap dealer and inserted into the piles as sleeves. The pipes and sleeves were then welded together. The staff hired a local fishing boat with a crane and that, along with the harbor tug and skill were sufficient to do the job.
3. Deep Water Dock: The design for the new fendering system is essentially complete. (funded by the Cruise Ship Head Tax legislative grant). A pre-bidders meeting was held this past week. October and December is the construction window. This resolution contains a resolution authorizing us to purchase some of the fender elements directly because of the long lead time for delivery. ADOT/PF informed us this week that we can expect to see an MOU for engineering and design of the dock expansion in the next week (\$3 Million in federal and state legislative grants).
4. Cruise Ship Grant Project: The City's term contract engineers have begun engineering and design work on some of the projects elements contained in the

project description (6 Million legislative grant). Work has begun on the trails and bathrooms.

5. Dredged Materials: This week Carey and Bryan were scheduled to meet with representatives from the Corps of Engineers to discuss long term plans for the beneficial use of dredged materials. Beach replenishment and creation of new uplands are on the agenda.
6. Harbor Projects: The Council has approved the recommendations of the Port and Harbor Commission and the Port and Harbor Improvement Committee. The next step is to submit the City's grant application for project funding under the Municipal Harbors Matching Grant Program. When that funding is approved, the City will prepare for a bond sale. Katie is working on the application.
7. Security Facilities Audit: The Port and Harbor staff participated in a security facilities audit this week conducted by the Coast Guard. The City has a port security plan and there are various requirements under the law for security at the Pioneer and Deep Water Dock. I am sure Bryan would be happy to elaborate if you are interested in knowing more. This is important and it requires probably more training, planning, and collaboration with other state and federal agencies and with the private sector companies operating at the port than you might imagine.
8. Gas Line Distribution System: We are continuing to gather information about financing options and about LID boundary options in preparation for the workshop prior to this meeting. We are also working with the State and with Enstar to make sure the administration of the \$8.15 Million grant for construction of the transfer line goes smoothly.
9. Employee Committee: The Employee Committee has been meeting periodically to discuss a possible wellness program for employees. We anticipate that the Committee will be prepared to make a recommendation to the Council in the near future.
10. Budget Amendments: We anticipate bringing you a mid-year budget amendment ordinance sometime soon. There will be several adjustments requested but the primary reason for doing this is to take care of transfers to the Revolving Energy Fund.
11. CIP List: Believe it or not, it is time to start talking about the CIP List again. There is a resolution establishing the review and approval schedule on this agenda.
12. 2013 Budget: Believe it or not, work will begin shortly on the 2013 operating budget. I know you are thrilled to hear that! So are we.
13. Police Department: Things have really picked up the Police Department as we move into summer. Activity at the jail has been especially brisk. Part of the reason for that is stepped up drunk driving enforcement by the State Troopers. The department is currently plagued by turnover and open positions in dispatch which directly affects the public safety and response function.
14. Planning Department: In the recent past, the activities of the Planning Department have been confined largely to land use planning, code enforcement, and providing support for the Planning Commission. We are working to expand that role, as time and resources allow, into areas such as economic development and capital

- project development. The goal is to make better and more efficient use of the staff resources we have city-wide and to take advantage of the skills, training, and experience of the current planning staff.
15. Clerk's Office: The move from the HERC building to the renovated City Hall is now complete. This week, Public Works staff and the High School football team moved the archives from the old school into the new storage areas in this building. These are the files and documents that must be retained under the records retention code. The Clerk's are sorting and organizing the files so that they will be even more organized and easy to access for historians and others who need access to preserved records.
 16. Records Retention: As a follow-up to the Council workshop on e-mail retention, I wanted to report that Nick has conducted some research on tablets for the Council and you will see a memorandum to that effect on this agenda. Holly is busy working on proposed amendments to the records retention code and the Council Operating Manual.

ATTACHMENTS

1. City Clerk's Trip / Training Report

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

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

FROM: JO JOHNSON, CMC, CITY CLERK 

DATE: JUNE 5, 2012

SUBJECT: INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS
CONFERENCE

Most recently I had the opportunity to attend the International Institute of Municipal Clerks Conference in Portland, Oregon. Although I have been a member of IIMC for many years, this was the first conference I have attended. I found it to be a wonderful learning and networking experience.

The educational sessions were tailored towards clerks in both large and small communities. Participants came from all different cities and towns in the U.S. and included clerks from England, Belgium, the Netherlands, Canada, Bermuda, and South Africa. Despite the geographic differences, we all share the common goal of serving our governments and community members.

The educational sessions included topics of leadership development, team building, effective service communication skills, conflict resolution with citizens and colleagues, embracing change and understanding the dynamics. Other courses I attended were reducing the dependency on paper, managing e-records, and challenges in moving to a digital world.

It is always refreshing and energizing to attend training and approach things from a new perspective. There is much value in the opportunity to meet and reconnect with constituents that share the same affiliation.

Thank you for your support in appropriating funds to the Clerk's budget to make training opportunities such as this possible.

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 - REPORT

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK WJ
DATE: JUNE 6, 2012
SUBJECT: BID REPORT

DEEP WATER DOCK FENDER REPLACEMENT PROJECT: Sealed bids for the construction of Deep Water Dock Fender 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, Friday, June 22, 2012, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. Bidders are required to be on the City's plan holder's list for their bid to be considered. To get on the list and to access bid documents contact: City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603, (907) 235-3130.

BELUGA SLOUGH TRAIL RECONSTRUCTION PROJECT: Sealed bids for the construction of Beluga Slough Trail Reconstruction 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, Thursday, June 21, 2012, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. Bidders are required to be on the City's plan holder's list for their bid to be considered. To get on the list and to access bid documents contact: City Clerk, 491 E. Pioneer Avenue, Homer, Alaska 99603, (907) 235-3130.

CITY ATTORNEY REPORT

COMMITTEE REPORT(S)

PENDING BUSINESS

NEW BUSINESS

Memorandum No. 12-090

To: Mayor & Council
From: Katie Koester, Community & Economic Development Coordinator
Through: Walt Wrede, City Manager
Date: June 1, 2012
Re: Capital Improvement Plan Development

It is time to start the process of identifying and prioritizing projects for inclusion in the 2013-2018 Capital Improvement Plan. This process involves the public, the Council, the advisory commissions, and local non-profit organizations and agencies. Council approval of the CIP schedule is the first step in the process.

RECOMMENDATION: Approve 2013-2018 CIP Schedule and FY 2014 Legislative Request Development Schedule.

CITY OF HOMER
2013-2018 CAPITAL IMPROVEMENT PLANNING PROCESS
FY 2014 LEGISLATIVE REQUEST DEVELOPMENT SCHEDULE

ACTION	TIMEFRAME
City Council approval of schedule	June 11, 2012
Solicit new/revised project information from local agencies and non-profits (City departments notified in May)	June 12
Input for new draft requested by	June 29
Prepare and distribute draft CIP to City advisory groups for review and input	(Meeting dates): Planning Commission July 18, August 1 & 15
	Parks and Recreation Commission July 19, August 16
	Port and Harbor Commission July 25, August 22
	Library Advisory Board August 7
	Economic Development Commission July 10, August 14
	Transportation Advisory Committee August 21
Administrative review and compilation	August 27-31
City Council work session to review proposed projects	September 10
Public Hearing on CIP/Legislative request	September 24
Local Election	October 2 (first regular meeting for new Council members: 10/22)
Adoption of resolutions by City Council	October 8
Administration forwards requests for Governor's Budget	by end of October
Administrative compilation of CIP	through end of October
Distribution of CIP and State Legislative Request	beginning November 2012
Compilation/distribution of Federal Request	February 2013



City of Homer

Office of the Systems Manager
491 East Pioneer Avenue
Homer, Alaska 99603-7645

Fax: (907) 235-3148
Telephone: (907) 435-3156
E-mail: npoolos@ci.homer.ak.us

MEMORANDUM 12-097

DATE: 6/6/2012

TO: HOMER CITY COUNCIL

FROM: NICK POOLOS, SYSTEMS MANAGER

THROUGH: WALT WREDE, CITY MANAGER

SUBJECT: RECOMMENDATION FOR A TABLET DEVICE WITH WHICH CITY COUNCIL WILL ACCESS EMAIL AND CONDUCT OFFICIAL BUSINESS

Following the Council Worksession on April 16, 2012; Nick Poolos, Jo Johnson, and Walt Wrede evaluated several 7" and 10" tablets in the Homer Public Library's collection. All agreed when viewing email and council packets, that a 10" screen size was a requirement for any device purchased.

Here are the cost estimates for an Android Tablet, keyboard, case, and apps:

Asus Transformer	\$385.00
Square Trade 3 year warranty	\$88.99
Docking Keyboard	\$141.37
Poetic Keyboard Case	\$19.95
Office App	\$20.00
PDF Annotation App	\$20.00
Cost per unit	\$675.31

Here is the same for an iPad 3:

iPad 3	\$499.00
2 year AppleCare Warranty	\$99.00
Zagg Folio Keyboard and Case	\$99.00
iWork Apps	\$30.00
PDF annotation app	\$15.00
Cost per unit	\$742.00

Taking into consideration cost, screen quality, market share, accessory availability, and ongoing support, the Apple iPad is the better choice.

RECOMMENDATION: PURCHASE APPLE IPAD 3 TABLETS

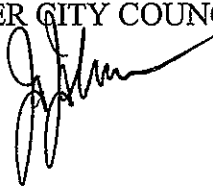
Office of the City Clerk

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Fax: (907) 235-3143
Email: clerk@ci.homer.ak.us

MEMORANDUM 12-098

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL
FROM: JO JOHNSON, CMC, CITY CLERK 
DATE: JUNE 6, 2012
SUBJECT: 2013 PROPOSED BUDGET SCHEDULE

Included is the 2013 Proposed Budget Development Schedule.

RECOMMENDATION:

Review and approve the 2013 Budget Schedule.

CITY OF HOMER

2013 PROPOSED BUDGET DEVELOPMENT SCHEDULE

DATE	TIME	EVENT
7/23/2012	6:00 PM	Budget Schedule to Council.
8/3/2012		Submit to departments, budget work sheets including salary and fringe benefit costs.
8/13/2012	5:00 PM	During Committee of the Whole, Council to discuss budget priorities for the coming year.
8/13/2012	6:00 PM	Regular Meeting-Public Hearing, Council to seek public input on budget priorities for the coming year.
8/17/2012		Complete budget work sheets, including narratives, and justifications to Finance.
8/27/2012	5:00 PM	During Committee of the Whole, Council to discuss Revenue Sources for General Fund.
9/4/2012		Compile data and return copy to departments for review.
9/10/2012	Week of	City Manager & Finance Director review budget requests with Department Heads.
9/10/2012		Preliminary budget assumptions to Council.
9/24/2012		City Manager submits Draft Proposed Budget to Council.
10/8/2012	5:00 PM	During Committee of the Whole, Council to discuss budget - 1 hour.
10/8/2012	6:00 PM	Regular Meeting - Public Hearing.
10/22/2012	5:00 PM	During Committee of the Whole, Council to discuss budget - 1 hour
10/22/2012	6:00 PM	Regular Meeting-Budget Ordinance and Fee/Tariff Resolutions Introduced.
11/26/2012	5:00 PM	During Committee of the Whole, Council to discuss budget - 1 hour
11/26/2012	6:00 PM	Regular Meeting - Public Hearing.
12/10/2012	6:00 PM	Regular Meeting - Public Hearing & adoption of Proposed Budget.

RESOLUTION(S)

CITY OF HOMER
HOMER, ALASKA

City Clerk/
Port and Harbor Advisory Commission

RESOLUTION 12-037

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE CITY OF HOMER FEE SCHEDULE
FOR PORT AND HARBOR FEES FOR THE PURPOSE OF
REPAYING A REVENUE BOND AND CONTRIBUTING TO THE
PORT AND HARBOR ENTERPRISE RESERVES.

WHEREAS, The Port and Harbor Improvement Committee was established by Resolution
11-060 to develop a Port and Harbor Improvement Revenue Bonding Plan and provide committee
review and oversight throughout the implementation and completion of any approved plan; and

WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost
of the project and financing; and

WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to
harbor users is necessary for the purpose of repaying the revenue bond; and

WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Sub-
Committee that met twice and provided recommended changes to the Committee who in turn
presented the recommended changes to the Port and Harbor Advisory Commission; and

WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the
proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified
and the Commission proposed its amendment to the tariff rates; and

WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor
Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish
Dock and Ice Plant maintenance; and

WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's
recommendations and recommends the amendments to the City of Homer Fee Schedule as outlined
in the attached Exhibit A.

WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any
excess funds collected through these increases will be contributions to the Port and Harbor Enterprise
Fund Reserve Account.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the City of
Homer Fee Schedule as outlined in Exhibit A for the purpose of repaying a revenue bond and
contributing to the Port and Harbor Enterprise Fund Reserve Account.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of ____,
2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.

EXHIBIT A
Resolution 12-037

PORT AND HARBOR DEPARTMENT

(The following fees have been set by legislative enactments to HCC 10, Ord. 95-18(A) and Resolutions 12-023, 10-89, 06-52, 06-04, 05-123, 04-96, 03-154(S), 03-104, 03-88, 00-39, 99-118(A), 99-101, 99-78(S), 99-30(A), 95-69 (Port/Harbor Tariff No. 600), Resolution 95-19, Resolution 01-84(S)(A), Resolution 02-81(A), Resolution 07-121, and Resolution 08-123)

Harbor Office - 235-3160

Fish Dock - 235-3162

All rates except load and launch ramp fees and parking fees for Ramps 1 - 4, which are inclusive of sales tax, will have sales tax applied. The resulting figure will be rounded to the nearest half dollar for billing purposes.

Administrative cost for changing boat in slip - \$25.00

A \$30.00 per year charge will be assessed for a listing on a permanent reserved stall assignment.

Large quantity waste oil disposal (with Harbor Master approval) - \$3.25 gallon

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. 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.

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.

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

Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.

Monthly parking permit for vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.

Long term parking will be enforced 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, limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.

Annual Moorage fee - ~~\$35.22~~ **\$37.86 (2012) \$40.50 (2013)** per lineal foot, plus \$50.00 administrative charge.

Reserved Stall - length of the float stall assigned, or overall length of vessel whichever is greater, plus \$50.00 administrative charge.

Float Plane Fee - daily moorage rate of (2) 24' vessels shall be assessed on a daily basis for float planes or a monthly rate equal to the monthly rate for (2) 24' vessels.

Dockage charges will be assessed **as follows:** ~~per calendar day or portion thereof at the rate of \$2.27 per foot for the length of the vessel.~~

	2013	2013
0' to 100'	\$254.13	\$338.00
101' to 200'	\$423.25	\$506.00
201' to 300'	\$677.75	\$788.00
301' to 350'	\$871.38	\$1,005.00
351' to 375'	\$961.01	\$1,098.00
376' to 400'	\$1,043.38	\$1,206.00
401' to 425'	\$1,137.26	\$1,337.00
426' to 450'	\$1,243.13	\$1,490.00
451' to 475'	\$1,327.51	\$1,604.00
476' to 500'	\$1,434.88	\$1,762.00
501' to 525'	\$1,580.26	\$1,996.00
526' to 550'	\$1,687.63	\$2,154.00
551' to 575'	\$1,806.01	\$2,334.00
576' to 600'	\$1,958.38	\$2,582.00
601' to 625'	\$2,174.26	\$2,957.00
626' to 650'	\$2,445.63	\$3,443.00
651' to 675'	\$2,711.10	\$3,917.00
676' to 700'	\$2,990.88	\$4,420.00
701' to 725'	\$3,368.76	\$5,119.00
726' to 750'	\$3,766.63	\$5,858.00
751' to 775'	\$4,188.01	\$6,644.00
776' to 800'	\$4,668.88	\$7,459.00

A service charge of \$52 will be assessed to each vessel.

These charges are applicable to the "outer face" and "trestle berth" of Deep Water Dock and to all berthing locations on Pioneer Dock. ~~The "inside berth" (berth No.2) of Deep Water Dock will have a 4 hour minimum dockage charge of 1/6 the daily rate, and a half day (up to 12 hours) docking charge of 1/2 the daily rate, with no service charge applicable.~~

~~Cruise Ship dockage will be assessed per calendar day or portion thereof at the rate of \$2.27 per foot for the length of the vessel. A service charge of \$481.53 will be assessed to each Cruise Ship.~~

The fees for general storage are as follows:

Open Areas, fishing gear	.11 per sq. ft.
Open Areas, non-fishing gear	.15 per sq. ft.
Fenced Storage Yard	.22 per sq. ft.

The fees for trailer parking area/long term storage Oct. 1 to May 1 are as follows:

Up to 30 feet	\$ 75.00 per month
Over 30 feet up to 40 feet	\$100.00 per month

Storage:

Short term storage seven days or less, on a space available basis.

Long term storage eight days or more, not available during May 1 through September 30.

Wharfage:

Minimum wharfage on any shipment will be ten dollars (\$10). Except as otherwise specifically provided, rates are in dollars per short ton of 2,000 lbs. or per 40 cu. ft.

COMMODITY	WHARFAGE RATE
Freight N.O.S. (Not Otherwise Specified)	\$7.96
Freight at barge ramp	\$5.14
Poles, logs, cants or cut finished lumber per M.M.	\$3.95/thousand board ft.
(Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)	

Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for inbound products.

Petroleum products (inbound and outbound)	\$-.39 /\$0.6363 (2012) \$0.84 (2013) /barrel
Wood Chips (all grades)	\$-.0103 \$0.01515 (2012) \$0.02 (2013)
	\$ as per contract
Seafood/fish product	Setting a tariff of \$4.76 per ton of seafood/fish product across the dock, regardless of species.
Livestock: Horses, mules, cattle, hogs, sheep, goats, all other livestock	\$10.12 per head
Fowl: Any kind, crated	\$10.12 per crate
Boats: Up to and including twenty (20) feet LOA	\$15.66 each
Over twenty (20) feet LOA	\$1.60 per lineal ft.
(Fishing boats, pleasure craft, skiffs, dinghies and other boats moved over the docks.)	
Demurrage	0.09/sq. ft.

Uplands Storage:

Land for Gear Storage-

First come-first served basis; approved by Harbormaster; primarily for fishing related gear.

Open areas, fishing gear	0.12/ sq. ft.
Open areas, non-fishing gear	0.17/ sq. ft.
Fenced storage yard	0.24/ sq. ft.

Boat Trailers-

Short term storage, up to 7 days - space available basis - no fee.

Long term storage, 8 days or more - not available May 1 to Oct 1
 Up to 30 feet \$ 75.00/month Oct 1 to May 1
 Over 30 feet \$100.00/month Oct 1 to May 1

TIDAL GRIDS:

The City of Homer operates two tidal grids. The wooden grid is for vessels of less than 60 feet in length. The steel grid is only for use by vessels of 60 feet or greater in length. Vessels that remain on either grid after their scheduled tide may be assessed a 50% surcharge for each unscheduled tide. Use of the steel grid shall be charged at the minimum rate applicable for a 60' boat if a boat of less length is allowed to use this grid.

The rate per foot per tide is \$1.05 for vessels 0' - 59'
 The rate per foot per tide is \$2.55 for vessels 60' - 80'
 The rate per foot per tide is \$3.25 for vessels 81' - 100'
 The rate per foot per tide is \$3.82 for vessels 101' - 120'
 The rate per foot per tide is \$4.24 for vessels 121' - 140'

WATER:

Potable water furnished to vessels at the Deep Water Dock and Main Dock:

Quantity charge - \$38.81 per one thousand gallons (minimum five thousand gallons).

Scheduled deliveries will have a minimum charge of one hundred and two (\$102.00) dollars for combined connection and disconnection.

Unscheduled deliveries will have a minimum charge of one hundred thirty nine dollars and thirty two cents (\$139.32) for combined connection and disconnection.

ELECTRICITY (per kilowatt):

Reserved stalls having a meter base at the berth shall be charged a meter availability fee.

The meter availability fee - \$23.95 per month

Connect/disconnect fee - \$28.80

Metered transient vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods. Connect/Disconnect fee 28.80.

Unless other arrangements have been made in writing with the Harbormaster, transient vessels shall be charged the following rates (where metered power is unavailable).

	<u>110 volt</u>	<u>220 volt</u>	<u>208 volt/3-phase</u>
Daily (or part thereof)	\$ 10.20	\$ 20.12	\$42.50
Monthly	\$152.67	\$341.70	available meter only

* Vessels requiring conversion plugs may purchase them from the Harbormaster's office for a nominal fee.

208 volt/3-phase electrical power is available at System 5 on a first come first served basis, for vessels will be charged the following rates:

1. There will be an electrical usage charge per kilowatt hour as determined by the local public utility:
2. Vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to be applied for shorter connection periods.

3. There will be a \$28.80 connect/disconnect fee.

TOWING: Inside small boat harbor: Skiff with operator – 1/2 hour \$68.00, Skiff with operator - 1 hour \$102.00. Any additional personnel required will be charged at rate of \$99.00 per hour each.

PUMPING VESSEL: \$40.79 per day or portion thereof for electrical pumps.
\$69.97 per hour or portion thereof for gas pumps.

LABOR/PERSONNEL:

All labor provided by City personnel shall be charged at \$102.00 per hour (1/2 hour minimum at \$51.00). Work requiring callouts shall be charged at a minimum of two hours.

SPECIAL SERVICES:

Special services, including waste, bulk oil, or garbage disposal shall be billed at the City's actual cost plus 125% of city costs for services arranged for by the City but provided by others. Waste oil in quantities greater than 5 gallons, shall be charged a \$3.35 per gallon handling and disposal fee.

REGULATED GARBAGE HANDLING FEE:

\$800.00 per round trip for certificated truck pickup plus \$90.00 per one hundred pounds. Regulated garbage, as per the Code of Federal Regulations, is garbage from foreign going vessels that contains, or that is suspected of containing food scraps or food waste.

SEARCH AND RESCUE FEES:

When the City utilizes city equipment and personnel to provide search and rescue assistance to vessels outside of the Homer Port and Harbor, such as towing and rescue, the Harbormaster will charge users of those services \$102.00 per hour for skiff and operator for the first hour and for additional search and rescue assistance beyond one hour. Additional personnel will be charged at the rate of \$99.00 per man per hour.

PUBLIC LAUNCH RAMPS:

Vessels shall be charged \$13.00 per day to launch from the public launch ramps from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall only, not for other boats owned by the same individual.)

Vessel owners or operators may obtain a seasonal permit for \$130.00 entitling a specific vessel and owner to launch from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall only, not for other boats owned by the same individual.)

BEACHES AND BARGE RAMP:

The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

The Harbormaster shall charge a fee of \$1.50 per foot based on the overall length of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp.

Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances.

The user of any beach area or the barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by the harbor staff. The costs incurred by the harbor staff will be fully charged to the beach user. Labor rate for the harbor staff will be ninety dollars (\$99.00) per hour per person, plus appropriate equipment rental and material costs.

Sandblasting of vessel hull is not permitted on City beaches or barge ramp; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach or ramp.

FISH DOCK:

The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear.

Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor Officer on duty.

Every person using a crane on the Fish Dock shall first obtain a license from the City.

Blocking access to cranes - \$150.00/hr.

Unattended vessels - \$150.00/hr.

Failure to obtain prior approval for a use other than loading and unloading fish, fish products or fishing gear will result in the imposition of a surcharge of thirty (\$30.00) dollars per hour in addition to the regular fee.

ITEM	FEE
Annual access	\$52.00 per year
Card (private license)	(annual renewal fee)
Card replacement fee	\$15.00 per occurrence
Cold Storage	\$334.75/month
(Cold storage rate structure is for storage area of eight (8) feet by ten (10) feet	\$309/per month for two (2) consecutive months
	\$283.25/per month for three (3) consecutive months
	\$275.50/per month for nine (9) month season
	Minimum one month rental
	Inspection \$50/per hour
Bait Storage Fee (4x4x4)	
Per Day	\$5.15
Per Week	\$25.75
Per Month	\$77.25
Ice Plant Bin Storage	
(Roofed over, open sided storage bins at west end of	\$200/per month, minimum two (2) months

of ice plant building sixteen (16) feet
by twelve (12) feet)

Fish Dock crane

\$90.64/per hour

Minimum charge per hour for crane

Fifteen minutes

Ice

~~\$119.00~~ **\$124.95 (2012) \$130.90**
(2013)/per ton

Seafood Wharfage/Fish product

Setting a tariff of \$4.76 per ton of
seafood/fish product across the docks.
Regardless of species bait in quantities
greater than one ton that is loaded onto a
vessel at Fish Dock, shall be charged
seafood wharfage.

Freight NOS, Nonfish Cargo

\$14.50/per ton for cargo going over the
Fish Dock.

Fish Waste Disposal Fees/Fish Grinder

\$5.00/Tub
\$30.00/Tote

CITY OF HOMER
HOMER, ALASKA

City Clerk/
Port and Harbor Advisory Commission

RESOLUTION 12-037(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE CITY OF HOMER FEE SCHEDULE
FOR PORT AND HARBOR FEES FOR THE PURPOSE OF
REPAYING A REVENUE BOND AND CONTRIBUTING TO THE
PORT AND HARBOR ENTERPRISE RESERVES.

WHEREAS, The Port and Harbor Improvement Committee was established by Resolution 11-060 to develop a Port and Harbor Improvement Revenue Bonding Plan and provide committee review and oversight throughout the implementation and completion of any approved plan; and

WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost of the project and financing; and

WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to harbor users is necessary for the purpose of repaying the revenue bond; and

WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Subcommittee that met twice and provided recommended changes to the Committee who in turn presented the recommended changes to the Port and Harbor Advisory Commission; and

WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified and the Commission proposed its amendment to the tariff rates; and

WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish Dock and Ice Plant maintenance; and

WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's recommendations and recommends the amendments to the City of Homer Fee Schedule as outlined in the attached Exhibit A.

WHEREAS, Fee Schedule amendments for 2012 will be effective July 2, 2012 and Fee Schedule amendments for 2013 will be effective January 1, 2013 in accordance with the Port and Harbor Improvement Committee's recommendation that 50% of the increased fees be implemented in 2012 and the remaining 50% be implemented in 2013; and

WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any excess funds collected through these increases will be contributions to the Port and Harbor Enterprise Fund Reserve Account.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the City of Homer Fee Schedule as outlined in Exhibit A for the purpose of repaying a revenue bond and contributing to the Port and Harbor Enterprise Fund Reserve Account.

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52 **BE IT FURTHER RESOLVED that the Fee Schedule amendments for 2012 will be**
53 **effective July 2, 2012 and Fee Schedule amendments for 2013 will be effective January 1, 2013**
54 **in accordance with the Port and Harbor Improvement Committee's recommendation that 50%**
55 **of the increased fees be implemented in 2012 and the remaining 50% be implemented in 2013.**

56
57 PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of ____,
58 2012.

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60 CITY OF HOMER

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64 JAMES C. HORNADAY, MAYOR

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66 ATTEST:

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70 JO JOHNSON, CMC, CITY CLERK

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72 Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.
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CITY OF HOMER
HOMER, ALASKA

City Clerk/
Port and Harbor Advisory Commission

RESOLUTION 12-038

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE PORT OF HOMER TERMINAL
TARIFF NO. 600 FOR THE PURPOSE OF REPAYING A
REVENUE BOND AND CONTRIBUTING TO THE PORT AND
HARBOR ENTERPRISE RESERVES.

WHEREAS, The Port and Harbor Improvement Committee was established by Resolution 11-060 to develop a port and harbor improvement revenue bonding plan and provide committee review and oversight throughout the implementation and completion of any approved plan; and

WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost of the project and financing; and

WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to harbor users is necessary for the purpose of repaying the revenue bond; and

WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Subcommittee that met twice and provided recommended changes to the Committee who in turn presented the recommended changes to the Port and Harbor Advisory Commission; and

WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified and the Commission proposed its amendment to the tariff rates; and

WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish Dock and Ice Plant maintenance; and

WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's recommendations and recommends the amendments to the Port of Homer Terminal Tariff No. 600 as outlined in the attached Exhibit A.

WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any excess funds collected through these increases will be contributions to the Port and Harbor Enterprise Fund Reserve Account.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of Homer Terminal Tariff No. 600 as outlined in Exhibit A for the purpose of repaying a revenue bond and contributing to the Port and Harbor Enterprise Fund Reserve Account.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of____, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.

EXHIBIT A
Resolution 12-038

		2011			
	2010	& CURRENT		2012	2013
Rules or Category	RATES	RATES		PROPOSED	PROPOSED
34.13 Wait List Fee	\$ 30.00	\$ 30.00		\$30.00	\$30.00
34.15 Waste Oil over 5 gallon per gallon	\$ 3.25	\$ 3.25		\$3.25	\$3.25
34.18b Annual Moorage Fee	\$ 34.19	\$ 35.22	15% over 2yrs	\$37.86	\$40.50
Administrative Charge	\$ 50.00	\$ 50.00		\$50.00	\$50.00
34.19					
Dockage	\$ 2.20	\$ 2.27	to Anchorage	using mid-	
			current rates	range of LOA	
			over 2 yrs		
			0' to 100'	\$254.13	\$338.00
			101' to 200'	\$423.25	\$506.00
			201' to 300'	\$677.75	\$788.00
			301' to 350'	\$871.38	\$1,005.00
			351' to 375'	\$961.01	\$1,098.00
			376' to 400'	\$1,043.38	\$1,206.00
			401' to 425'	\$1,137.26	\$1,337.00
			426' to 450'	\$1,243.13	\$1,490.00
			451' to 475'	\$1,327.51	\$1,604.00
			476' to 500'	\$1,434.88	\$1,762.00
			501' to 525'	\$1,580.26	\$1,996.00
			526' to 550'	\$1,687.63	\$2,154.00
			551' to 575'	\$1,806.01	\$2,334.00
			576' to 600'	\$1,958.38	\$2,582.00
			601' to 625'	\$2,174.26	\$2,957.00
			626' to 650'	\$2,445.63	\$3,443.00
			651' to 675'	\$2,711.10	\$3,917.00
			676' to 700'	\$2,990.88	\$4,420.00
			701' to 725'	\$3,368.76	\$5,119.00
			726' to 750'	\$3,766.63	\$5,858.00
			751' to 775'	\$4,188.01	\$6,644.00
			776' to 800'	\$4,668.88	\$7,459.00
Cruise Ship Dockage	\$ 2.20	\$ 2.27		remove	remove
Cruise Ship Service Charge	\$ 467.50	\$ 481.53		\$481.53	\$481.53
Dockage Service Charge	\$ 50.00	\$ 52.00		\$52.00	\$52.00
34.2					
Freight N.O.S.	\$ 7.96	\$ 7.96		\$7.96	\$7.96
Freight at Barge Ramp	\$ 5.14	\$ 5.14		\$5.14	\$5.14
Poles, Logs, cants or cut	\$ 3.95	\$ 3.95		\$3.95	\$3.95
Petroleum Products					
Barrel	\$ 0.37	\$ 0.39	42gal= 1 barrel	\$0.6363	\$0.84

Gallon	\$ 0.01	\$ 0.0103	to \$.02 over 2yrs	\$0.01515	\$0.02
Seafood/Fish Products	\$ 4.62	\$ 4.76		\$4.76	\$4.76
Livestock	\$ 10.12	\$ 10.12		\$10.12	\$10.12
Fowl	\$ 10.12	\$ 10.12		\$10.12	\$10.12
Boats					
Up to 20 ft. Each	\$ 15.66	\$ 15.66		\$15.66	\$15.66
Over 20 ft. per lineal ft.	\$ 1.60	\$ 1.60		\$1.60	\$1.60
34.21					
Demurrage per sq. ft.	\$ 0.08	\$ 0.09		\$0.09	\$0.09
34.22 Uplands Storage					
Open area fishing gear	\$ 0.12	\$ 0.12		\$0.12	\$0.12
Open area non-fishing gear	\$ 0.17	\$ 0.17		\$0.17	\$0.17
Fenced storage yard	\$ 0.24	\$ 0.24		\$0.24	\$0.24
Shelter Deck Storage/per month	\$ 35.00	\$ 35.00		\$35.00	\$35.00
34.23 Tidal Grids					
0 - 59'	\$ 1.02	\$ 1.05		\$1.05	\$1.05
60 - 80'	\$ 2.48	\$ 2.55		\$2.55	\$2.55
81 - 100'	\$ 3.16	\$ 3.25		\$3.25	\$3.25
101 - 120'	\$ 3.70	\$ 3.82		\$3.82	\$3.82
121 - 140'	\$ 4.11	\$ 4.24		\$4.24	\$4.24
34.25					
DWD Potable Water					
Per Thousand Gallon	\$ 37.68	\$ 38.81		\$38.81	\$38.81
Connect/Disconnect Scheduled	\$ 99.00	\$ 102.00		\$102.00	\$102.00
Connect/Disconnect Not Scheduled	\$ 135.26	\$ 139.32		\$139.32	\$139.32
Electricity					
Reserved Stall					
Meter Availability Fee	\$ 23.25	\$ 23.95		\$23.95	\$23.95
Connect/Disconnect Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Transient Vessel					
Meter Availability Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Connect/Disconnect Fee	\$ 27.96	\$ 28.80		\$28.80	\$28.80
Non-Metered Power					
Daily					
110 volt	\$ 9.90	\$ 10.20		\$10.20	\$10.20
220 volt	\$ 19.53	\$ 20.12		\$20.12	\$20.12
208 volt three phase	\$ 43.88	\$ 45.20		\$45.20	\$45.20
Monthly					
110 volt	\$ 148.22	\$ 152.67		\$152.67	\$152.67

220 volt	\$ 331.74	\$ 341.70		\$341.70	\$341.70
Towing inside Harbor					
1/2 hour	\$ 66.00	\$ 68.00		\$68.00	\$68.00
1 hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
Pumping Vessel					
Elect Pump per day	\$ 39.60	\$ 40.79		\$40.79	\$40.79
Gas Pump per hour (includes attendant)	\$ 67.93	\$ 69.97		\$69.97	\$69.97
City Personnel Labor					
per hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
per 1/2 hour	\$ 49.50	\$ 51.00		\$51.00	\$51.00
Waste oil over 5 gal - per gal	\$ 3.25	\$ 3.35		\$3.35	\$3.35
Regulated Garbage Handling	\$ 800.00	\$ 800.00		\$800.00	\$800.00
Regulated Garbage per 100 lbs.	\$ 90.00	\$ 90.00		\$90.00	\$90.00
34.26					
Passenger Fees			remove	remove	remove
34.27 Search & Rescue per hour	\$ 99.00	\$ 102.00		\$102.00	\$102.00
34.28					
Boat Launch Ramp					
Per day	\$ 12.00	\$ 13.00		\$13.00	\$13.00
Season Pass	\$ 125.00	\$ 130.00		\$130.00	\$130.00
34.29					
Beaches/Barge Ramp					
Vessels up to 50 ft. per foot	\$ 1.45	\$ 1.50		\$1.50	\$1.50
Vessels over 50 ft. per foot	\$ 1.45	\$ 1.50		\$1.50	\$1.50
34.3					
Fish Dock					
Vessels blocking cranes per hr	\$ 150.00	\$ 150.00		\$150.00	\$150.00
Unattended vessels	\$ 150.00	\$ 150.00		\$150.00	\$150.00
Annual access	\$ 50.00	\$ 52.00		\$52.00	\$52.00
Card Replacement Fee	\$ 15.00	\$ 15.00		\$15.00	\$15.00
Cold Storage Fee per month	\$ 325.00	\$ 334.75		\$334.75	\$334.75
Two consecutive months	\$ 300.00	\$ 309.00		\$309.00	\$309.00
Three consecutive months	\$ 275.00	\$ 283.25		\$283.25	\$283.25
Nine month season	\$ 250.00	\$ 257.50		\$257.50	\$257.50
Bait Storage Fee (4x4x4)					
Per day	\$ 5.00	\$ 5.15		\$5.15	\$5.15
Per week	\$ 25.00	\$ 25.75		\$25.75	\$25.75

Per month	\$ 75.00	\$ 77.25		\$77.25	\$77.25
Crane usage per hour	\$ 88.00	\$ 90.64		\$90.64	\$90.64
Ice per ton	\$ 115.50	\$ 119.00	10% over 2 yrs	\$124.95	\$130.90
Seafood wharfage	\$ 4.62	\$ 4.76		\$4.76	\$4.76
Freight non seafood per ton	\$ 14.00	\$ 14.50		\$14.50	\$14.50
Parking per calendar day	\$ 5.00	\$ 5.00		\$5.00	\$5.00
Labor Day - Memorial Day					
Fish Grinder					
Tub	\$ 4.00	\$ 5.00		\$5.00	\$5.00
Tote	\$ 20.00	\$ 30.00		\$30.00	\$30.00
Swap Request	\$ 25.00	\$ 25.00		\$25.00	\$25.00

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Clerk/

4 Port and Harbor Advisory Commission

5 RESOLUTION 12-038(S)
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
8 ALASKA, AMENDING THE PORT OF HOMER TERMINAL
9 TARIFF NO. 600 FOR THE PURPOSE OF REPAYING A
10 REVENUE BOND AND CONTRIBUTING TO THE PORT AND
11 HARBOR ENTERPRISE RESERVES.
12

13 WHEREAS, The Port and Harbor Improvement Committee was established by Resolution
14 11-060 to develop a port and harbor improvement revenue bonding plan and provide committee
15 review and oversight throughout the implementation and completion of any approved plan; and
16

17 WHEREAS, Revenue Bonds are backed by a specific revenue stream and users pay the cost
18 of the project and financing; and
19

20 WHEREAS, Amending the Port of Homer Terminal Tariff No. 600 to increase certain fees to
21 harbor users is necessary for the purpose of repaying the revenue bond; and
22

23 WHEREAS, The Port and Harbor Improvement Committee appointed a Tariff Review Sub-
24 Committee that met twice and provided recommended changes to the Committee who in turn
25 presented the recommended changes to the Port and Harbor Advisory Commission; and
26

27 WHEREAS, The Port and Harbor Advisory Commission held a public hearing regarding the
28 proposed amendments to the Port of Homer Terminal Tariff No. 600, in which 13 people testified
29 and the Commission proposed its amendment to the tariff rates; and
30

31 WHEREAS, Recognizing the need for maintenance for the Ice Plant, the Port and Harbor
32 Improvement Committee recommends increasing the ice rate and monies gained to go towards Fish
33 Dock and Ice Plant maintenance; and
34

35 WHEREAS, The Port and Harbor Improvement Committee reviewed the Commission's
36 recommendations and recommends the amendments to the Port of Homer Terminal Tariff No. 600 as
37 outlined in the attached Exhibit A.
38

39 **WHEREAS, The Homer Terminal Tariff No. 600 amendments for 2012 will be effective**
40 **July 2, 2012 and Homer Terminal Tariff No. 600 amendments for 2013 will be effective**
41 **January 1, 2013 in accordance with the Port and Harbor Improvement Committee's**
42 **recommendation that 50% of the increased fees be implemented in 2012 and the remaining**
43 **50% be implemented in 2013.**
44

45 WHEREAS, The estimated proceeds may exceed the estimated repayment amount and any
46 excess funds collected through these increases will be contributions to the Port and Harbor Enterprise
47 Fund Reserve Account.
48

49 NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of
50 Homer Terminal Tariff No. 600 as outlined in Exhibit A for the purpose of repaying a revenue bond
51 and contributing to the Port and Harbor Enterprise Fund Reserve Account.
52

53 BE IT FURTHER RESOLVED that the Homer Terminal Tariff No. 600 amendments
54 for 2012 will be effective July 2, 2012 and Homer Terminal Tariff No. 600 amendments for
55 2013 will be effective January 1, 2013 in accordance with the Port and Harbor Improvement
56 Committee's recommendation that 50% of the increased fees be implemented in 2012 and the
57 remaining 50% be implemented in 2013.

58
59 PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of____,
60 2012.

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62 CITY OF HOMER

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Fiscal Note: Revenue amounts increase \$252,726 in 2012 and \$496,590 in 2013.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 12-051

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA ESTABLISHING A 2012 MILL RATE OF 10.0264
MILLS FOR THE OCEAN DRIVE LOOP SPECIAL SERVICE
DISTRICT.

WHEREAS, The City of Homer may by ordinance, establish, alter, and abolish differential tax zones to provide and levy property taxes for services not provided generally in the City, or a differential levy than that generally provided in the City; and

WHEREAS, The City Council by adoption of Ordinance 06-53(S) established a differential tax zone known as the Ocean Drive Loop Special Service District ("District) for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District; and

WHEREAS, Ordinance 06-53(S) provided for the formation of an association of property owners to receive and expend taxes levied in the District to maintain the seawall within the District; and

WHEREAS, When no association of property owners formed as outlined in Ordinance 06-53(S), Council enacted Ordinance 10-19 to abolish the Ocean Drive Loop Special Service District; and

WHEREAS, Some property owners within the District asserted the City was responsible for maintaining the seawall and induced the Army Corps of Engineers to require the City to repair damage to the seawall under terms of the permit the Corps issued to the City for the seawall; and

WHEREAS, Council adopted Ordinance 11-49(S) to again create Ocean Drive Loop Special Service District to provide special services to the properties along the Seawall to include operation, maintenance, repair, reconstruction, improvement, insurance, administration and other related activities conducted in the course of making and keeping the Seawall operational for its intended erosion control purpose; and

WHEREAS, The District is funded by a property tax levied on the properties in the Special Service District; and

WHEREAS, HCC 15.10.020 provides that "The City Council shall annually set the mill levy pursuant to Section 9.04.040; and

WHEREAS, HCC 9.04.040 states that the City Council must establish a Mill Rate no later than June 15 of each year; and

47 WHEREAS, This Millage is in addition to the general real property tax Mill Rate.

48
49 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby
50 establishes a 2012 Mill Rate of 10.0264 Mills for the Ocean Drive Loop Special Service District
51 and authorizes the City Manager to so inform the Kenai Peninsula Borough.

52
53 PASSED AND ADOPTED by the Homer City Council this 11th day of June, 2012.

54
55 CITY OF HOMER

56
57
58
59 JAMES C. HORNADAY, MAYOR

60 ATTEST:

61
62
63 JO JOHNSON, CMC, CITY CLERK

64
65
66 Fiscal Note: Revenue \$30,000, Acct. 808-375
67

Jo Johnson

From: Regina Mauras
Sent: Tuesday, June 05, 2012 1:15 PM
To: Jo Johnson
Cc: Walt Wrede
Subject: If you all want something different, please let me know! This is the Mill Rate required to collect \$30,000 annually.

OWNER/ADDRESS	LEGAL DESCRIPTION PARCEL NO.	ASSESSED PROPERTY VALUE	Mill Rate to Collect \$30,000 annually = 10.0264
MCNAMARA, DONALD T. 811 OCEAN DRIVE LOOP HOMER, AK 99603-7920	T 6S R 13W SEC 20 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 34 177-180-13	\$263,000.00	\$2,636.94
NEWBY, CHRISTOPHER L. & ANGELA M. P.O. BOX 1124 HOMER, AK 99603 99603-1124	T 6S R 13W SEC 29 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 35 & 36 177-180-19	\$350,800.00	\$3,517.26
SZAJKOWSKI, JOHN J. & JANET L. 869 OCEAN DRIVE LOOP HOMER, AK 99603-7920	OSCAR MUNSON SUB.REVISION LOT 37 177-180-1600	\$220,900.00	\$2,214.83
MARILYN HUEPER P.O. BOX 301 HOMER, ALASKA 99603	T 6S R 13W SEC 20 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 38 177-177-01	\$339,600.00	\$3,404.97
SCHUMACHER, NORMAN W. 963 ADLER DR. CLOVIS, CA 93612-1500	T 6S R 13W SEC 29 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 39 177-177-02	\$134,400.00	\$1,347.55
PATRICK L IRWIN	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 40	\$120,800.00	\$1,211.19

939 OCEAN DRIVE LOOP HOMER AK 99603-7920 MARK E. PFEFFER REVOCABLE TRUST 425 G ST STE 210 ANCHORAGE AK 99501-2169 FINDLAY ABBOTT P.O. BOX 3000 HOMER, ALASKA 99603	177-177-03	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 41	\$46,100.00	\$462.22
		177-177-04		
		T 6S R 13W SEC 29 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 42	\$46,700.00	468.23
		177-177-05		
CITY OF HOMER 491 E. PIONEER AVE. HOMER, AK 99603	177-177-06 (997 OCEAN DRIVE LOOP)	T 6S R 13W SEC 29 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 43	\$800.00	8.02
		177-177-07		
		T 6S R 13W SEC 29 SEWARD MERIDIAN HM0003415 OSCAR MUNSON SUB LOT 44	\$1,000.00	\$10.03
		177-177-07 (1017 OCEAN DRIVE LOOP)		
JOHN D & CHARLENE A JUMP P.O. BOX 2714 HOMER, ALASKA 99603	177-179-04	T 6S R 13W SEC 20 & 29 SEWARD MERIDIAN HM0850114 OSCAR MUNSON SUB NO 18 LOT 45-A	\$176,100.00	\$1,765.65

LARRY JACK GOODE LIVING TRUST	T 6S R 13W SEC 21 SEWARD MERIDIAN HM BEGINNING AT CORNER OF SEC 20 21 28 & 29 THENCE N 64 DEG 10 MIN E 50.00 FT THE S 64 DEG 10 MIN E 50.00 FT TH EAST 35.00 FT TH N 0 DEG 05 MIN W 450.00 FT TH WEST 125.00 FT TH S 0 DEG 05 MIN E 450.00 FT TO THE POB	\$439,300.00	4,404.60
1065 KRUETH WAY HOMER, ALASKA 99603	179-230-36 T 6S R 13W SEC 20 & 29 SEWARD MERIDIAN HM0850114 OSCAR MUNSON SUB NO 18 LOT 45B 177-179-03	\$520,400.00	5,217.74
DOUGLAS W. ALANIVA 1121 SEABREEZE COURT HOMER, ALASKA 99603	T 6S R 13W SEC 21 SEWARD MERIDIAN HM0860087 TAMIAN SUB LOT 1 179-230-26	\$332,200.00	3,330.77
RIGHT OF WAY	LAKE STREET SOUTH OF OCEAN DRIVE LOOP	\$	
PEDESTRIAN EASEMENT	SOUTH OF OCEAN DRIVE LOOP BETWEEN OSCAR MUNSON SUBDIVISION LOTS 37 & 38	\$	
Total Estimated Assessed Value		\$2,992,100.00	30,000.00

From: Jo Johnson
Sent: Monday, June 04, 2012 3:49 PM

To: Regina Mauraas
Cc: Walt Wrede
Subject: Updates on ODL Seawall Property Assessments

Hi Regina,
Here is a list of the property owners and current property assessments for ODL Seawall Mill Rate.

Jo Johnson

City Clerk
City of Homer
491 E. Pioneer Ave.
Homer, AK 99603
907-235-3130 Fax 907-235-3143

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

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

3
4 Council

5 **ORDINANCE 10-19**

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
7 ALASKA, ABOLISHING THE OCEAN DRIVE LOOP
8 SPECIAL SERVICE DISTRICT, REPEALING HOMER CITY
9 CODE CHAPTER 15.10 OCEAN DRIVE LOOP SPECIAL
10 SERVICE DISTRICT, AND PROVIDING FOR RELATED
11 MATTERS.

12
13 WHEREAS, AS 29.45.580 authorizes the City by ordinance to establish, alter and abolish
14 differential tax zones to provide and levy property taxes for services not provided generally in
15 the City; and

16
17 WHEREAS, The City adopted Ordinance 06-53(S), enacting Homer City Code Chapter
18 15.10 to establish a differential tax zone known as the Ocean Drive Loop Special Service District
19 ("District"); and

20
21 WHEREAS, The City has levied and collect real property taxes in the District to provide
22 funds for the operation of the seawall that had been constructed in the Ocean Drive Loop Bluff
23 Erosion Control Improvement/Assessment District previously established by the City; and

24
25 WHEREAS, The City intended that tax revenues collected in the District be granted to an
26 eligible private entity for the purpose of paying the cost of maintaining, repairing and insuring
27 the seawall on behalf of the owners of property in the District; and

28
29 WHEREAS, There has been a lengthy delay in the formation of an eligible entity to
30 receive grants from tax revenues collected in the District, and some owners of property in the
31 District are not participating in that entity and do not support the levying of taxes in the District;
32 and

33
34 WHEREAS, The Council finds that it would be in the best interest of the City to allow
35 the owners of property in the District to determine among themselves what collective
36 arrangements, if any, to make for funding the operation of the seawall, without the involvement
37 of the City as a taxing authority; and

38
39 WHEREAS, The Council by this ordinance intends to abolish the District, and to
40 discontinue levying and collecting real property taxes for the purpose of the District.

41
42 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

43
44 Section 1. The Ocean Drive Loop Special Service District established by Ordinance 06-
45 53(S) is hereby abolished.
46

Section 2. Commencing in FY 2010, the City will cease to levy and collect real property taxes for the purposes of the Ocean Drive Loop Special Service District.

Section 3. Homer City Code Chapter 15.10, Ocean Drive Loop Special Service District, is repealed.

Section 4. This ordinance shall take effect upon its adoption by the Homer City Council.

Section 5. Section 3 of 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 12th day of April 2010.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

YES: 4

NO: 1

ABSTAIN: 0

ABSENT: 1

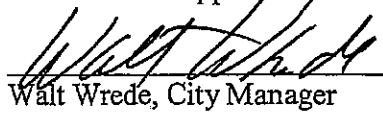
First Reading: 3/22/10

Public Hearing: 4/12/10

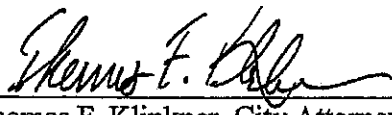
Second Reading: 4/12/10

Effective Date: 4/13/10

Reviewed and approved as to form:


Walt Wrede, City Manager

Date: 4/19/10


Thomas F. Klinkner, City Attorney

Date: 4-21-10

**CITY OF HOMER
HOMER, ALASKA**

City Manager, City Attorney

ORDINANCE 11-49(S)

AN ORDINANCE OF THE HOMER CITY COUNCIL ADOPTING HOMER CITY CODE CHAPTER 15.10, OCEAN DRIVE LOOP SPECIAL SERVICE DISTRICT, TO CREATE A DIFFERENTIAL PROPERTY TAX ZONE TO LEVY PROPERTY TAXES TO FUND SPECIAL SERVICES PROVIDED IN THE DISTRICT.

WHEREAS, The City may by ordinance establish, alter, and abolish differential tax zones to provide and levy property taxes for services not provided generally in the City, or a different level of service than that provided generally in the City; and

WHEREAS, The City by Ordinance 06-53(S) established a differential tax zone known as the Ocean Drive Loop Special Service District ("District") for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District that are not provided elsewhere in the City; and

WHEREAS, Ordinance 06-53(S) provided for the formation of an association of property owners to receive and expend taxes levied in the District for the purpose of operating and maintaining the seawall that had been constructed in the Ocean Drive Loop Bluff Erosion Control Improvement District; and

WHEREAS, When no association of property owners formed as contemplated by Ordinance 06-53(S), the Council enacted Ordinance 10-19, finding that it would be in the best interest of the City to allow the owners of property in the District to determine among themselves what collective arrangements, if any, to make for funding the operation of the seawall, and abolishing the District; and

WHEREAS, Some property owners in the Ocean Drive Loop Bluff Erosion Control Improvement District continue to assert that the City is responsible for maintaining the seawall, and have induced the Army Corps of Engineers to require the City to repair damage to the seawall under the terms of the permit the Corps issued to the City for the seawall; and

WHEREAS, Until the issue of the City's obligations under the Corps permit can be resolved, it is necessary for the City to have a source of funds to pay costs of repairing the seawall; and

WHEREAS, For the purpose of providing funds required to pay the cost of repairs to the seawall, it is in the best interest of the City to immediately establish a new differential tax zone known as the Ocean Drive Loop Special Service District for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District of a special kind and greater level of service than those provided generally in the City.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code Chapter 15.10, Ocean Drive Loop Special Service District, is adopted to read as follows:

Chapter 15.10

OCEAN DRIVE LOOP SPECIAL SERVICE DISTRICT

Sections:

15.10.005 Definitions

15.10.010 Ocean Drive Loop Special Service District established

15.10.020 Property tax levy

15.10.030 Payment in lieu of taxes

15.10.040 Administration

15.10.050 Services authorized

15.10.060 Excess tax revenue

15.10.005 Definitions. As used in this chapter:

"*Improvement District*" means the Ocean Drive Loop Bluff Erosion Control Improvement District previously established by the City as a local improvement district to construct an erosion control seawall.

"*Operate*" and "*Operation*" with respect to the Seawall includes operation, maintenance, repair, reconstruction, improvement, insurance, administration and other related or similar activities conducted in the course of making and keeping the Seawall operational for its intended erosion control purpose for the benefit of the properties in the Improvement District.

"*Seawall*" means the erosion control seawall constructed in the Improvement District.

"*Special Service District*" means the Ocean Drive Loop Special Service District established under this chapter.

15.10.010 Ocean Drive Loop Special Service District established. a. There is established a special service district within the City designated as the "Ocean Drive Loop Special Service District" for the purpose of providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement/Assessment District that are not provided elsewhere in the City.

b. The Special Service District consists of the properties in the Homer Recording District that are described as follows:

Oscar Munson Subdivision Lot 34

Oscar Munson Subdivision Lot 35

Oscar Munson Subdivision Lot 36

Oscar Munson Subdivision Lot 37

Oscar Munson Subdivision Lot 38

Oscar Munson Subdivision Lot 39

Oscar Munson Subdivision Lot 40

Oscar Munson Subdivision Lot 41

Oscar Munson Subdivision Lot 42

Oscar Munson Subdivision Lot 43

Oscar Munson Subdivision Lot 44

Oscar Munson Subdivision No. 18 Lot 45B

Oscar Munson Subdivision No. 18 Lot 45A

Tamian Subdivision Lot 1

A portion of T6S R13W Section 21, Beginning at corner of Sections 20, 21, 28, and 29; thence N 64 degrees 10 minutes E a distance of 50.00 feet; thence S 64 degrees 10 minutes E a distance of 50.00 feet; thence E a distance of 35.00 feet; thence N 0 degrees 05 minutes W a distance of 450.00 feet; thence W a distance of 125.00 feet; thence S 0 degrees 05 minutes E a distance of 450.00 feet to the point of beginning.

Seabreeze Subdivision Lot 5

Lake St ROW south of Ocean Drive Loop

Pedestrian Easement south of Ocean Drive Loop between Lots 37 and 38, Oscar Munson Subdivision

15.10.020 Property tax levy. a. The Special Service District shall be funded by a property tax levied on the properties in the Special Service District. The City Council shall annually set the mill levy pursuant to Section 9.04.040. The tax shall be assessed and collected as other real property taxes levied by the City.

b. Any property tax levied for the purpose of funding the Special Service District shall be excluded from the calculation of the mill rate contingency set forth in Section 9.16.020 for purpose of determining whether the City's sales tax levy shall remain in effect.

139 15.10.030 Payment in lieu of taxes. In lieu of paying taxes on tax exempt property owned
140 by the City in the Special Service District, the City will annually appropriate money to the
141 district or perform in-kind services for the district equivalent in value to the amount of taxes that
142 would be levied on the City property if it were taxable.
143

144 15.10.040 Administration. The administration of this chapter is a function of the
145 Department of Administration.
146

147 15.10.050 Services Authorized. Revenue collected by the City under this chapter may be
148 appropriated and expended for the limited purpose of funding Operation of the Seawall for the
149 benefit of all properties in the Improvement District.
150

151 15.10.060 Excess tax revenue. If at any time the City Council determines Special Service
152 District tax revenues exceed the needs of the Special Service District, the City Council may
153 authorize a refund of the excess tax revenues collected under this chapter to the taxpayers in
154 proportion to amounts paid in by such taxpayers.
155

156 Section 2. This Ordinance is of a permanent and general character and shall be included
157 in the City Code.
158

159 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23rd day of
160 January, 2012.
161

162 CITY OF HOMER

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JAMES C. HORNADAY, MAYOR

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ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES: 5

NO: 1

ABSTAIN: 0

ABSENT: 0

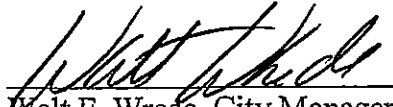
First Reading: 12/19/11

Public Hearing: 1/23/12

Second Reading: 1/23/12

Effective Date: 1/24/12

Reviewed and approved as to form:


Walt E. Wrede, City Manager

Date: 1/25/12


Thomas F. Klinkner, City Attorney

Date: 1-27-12

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/Police Chief

4 RESOLUTION 12-052
5

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
7 ALASKA, APPROVING AND ACCEPTING THE RENEWAL
8 OF THE JAIL SERVICE CONTRACT FOR FY 2013 WITH THE
9 STATE OF ALASKA IN THE AMOUNT OF \$637,218.00 AND
10 AUTHORIZING THE CITY MANAGER TO EXECUTE THE
11 APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The Jail Contract with the State of Alaska generates \$637,218.00 in revenue
14 for the City of Homer and is budgeted; and
15

16 WHEREAS, Police Chief Robl recommends approval and acceptance of this renewal.
17

18 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
19 approves and accepts the renewal of the Jail Service Contract for FY 2013 with the State of
20 Alaska in the amount of \$637,218.00 and authorizes the City Manager to execute the appropriate
21 documents.
22

23 PASSED AND ADOPTED by the Homer City Council this 11th day of June, 2012.
24
25

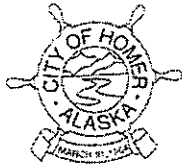
26 CITY OF HOMER
27
28

29 _____
30 JAMES C. HORNADAY, MAYOR
31

32 ATTEST:
33
34

35 _____
36 JO JOHNSON, CMC, CITY CLERK
37
38

39 Fiscal information: \$637,218.00 budgeted in Account 100.030.4503.
40
41



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM 12-095

DATE: May 25th, 2012
TO: Walt Wrede, City Manager
FROM: Mark Robl, Chief of Police
SUBJECT: FY 2013 Jail Contract Renewal

The Department of Corrections has offered to renew our existing jail contract for FY 2013 for \$637,218. This is an increase of \$26,119 from FY 2012. I feel this is a very fair amount and I recommend we obtain council permission to renew this contract.

Over the past 18 months the chiefs of Alaska's Community Jails have been meeting with DOC officials to discuss our jail contracts. One result of these discussions has been a focus on equitable contract amounts through a closer review of our actual jail budgets. This has resulted in more work for our finance department as they have been tasked with submitting monthly budget detail to the state. But the extra work is paying off and I have been assured by our finance director that the increased work has not been a problem

Fiscal note: Revenue, \$637,218.00 to 100.030.4503

STATE OF ALASKA

DEPARTMENT OF CORRECTIONS

Division of Administrative Services

SEAN PARNELL, GOVERNOR

REPLY TO:

P.O. Box 112000
Juneau, Alaska 99811-2000
Telephone (907) 465-3399
Fax Phone (907) 465-2006
john.schauwecker@alaska.gov

May 16, 2012

Dear Contractor,

Please find attached the Community Jail Contract for FY13. The Department of Corrections has identified below changes that were made to the contract language and the reasons for the changes.

Appendix C, Section 2, Sole Agreement: The revision was an effort to provide more detailed language that Community Jails could contract with other state agencies for other services if needed.

Appendix C.5.b: Deleted the last sentence. The last sentence was redundant. The intent of this section is to allow DOC to send prisoners from other areas of the state to local jail facilities if they have extra beds.

Appendix C.5.c: Deleted this item in its entirety and replaced with the State of Alaska's standard Appendix B1 language from Risk Management. The previous language was contrary to Alaska State Law.

Appendix C.6.a: The phrase "transport to the off-site medical facility and" was added to this paragraph. This language was added to clean up the language and remove any ambiguities relating to transporting prisoners for off-site medical care. The intent of this language is to clearly state the City or Borough was responsible for transporting prisoners for off-site medical care and to also limit these transport duties to medical transports.

Appendix C.6.e.4: The reference to "paragraph C.7.d" was deleted. The original paragraph C.7.d was deleted and in its stead, paragraph C.7.e, was re-numbered to become the current paragraph C.7.d.

Appendix C.7.a: Deleted the phrases "of prisoners" and "when the prisoners are outside of the jail facility, other than pursuant to court-ordered release" and added the phrases "for medical care provided" and "as required by paragraph 6(a)". This was changed to clearly state the City or Borough was responsible for transporting prisoners for off-site medical care and to also limit these transport duties to medical transports.

Appendix C.7.d(1) & d(2): This section was deleted and the former C.7.e, was re-numbered C.7.d. This was deleted because there was no reason for this provision to be included in the contract. The manner in which DOC makes arrangements to move a prisoner out of the jail is up to DOC and is not necessarily limited to the Department of Public Safety.

Appendix C.8: Added Electronic Monitoring option. This section was added to allow City and Borough's the option to use electronic monitoring if they chose too.

Appendix D2: This was deleted in its entirety. The Appendix D2 spreadsheet had inconsistencies and therefore was removed.

If you have any questions, please don't hesitate to contact me at the numbers referenced above or by email.

Sincerely,

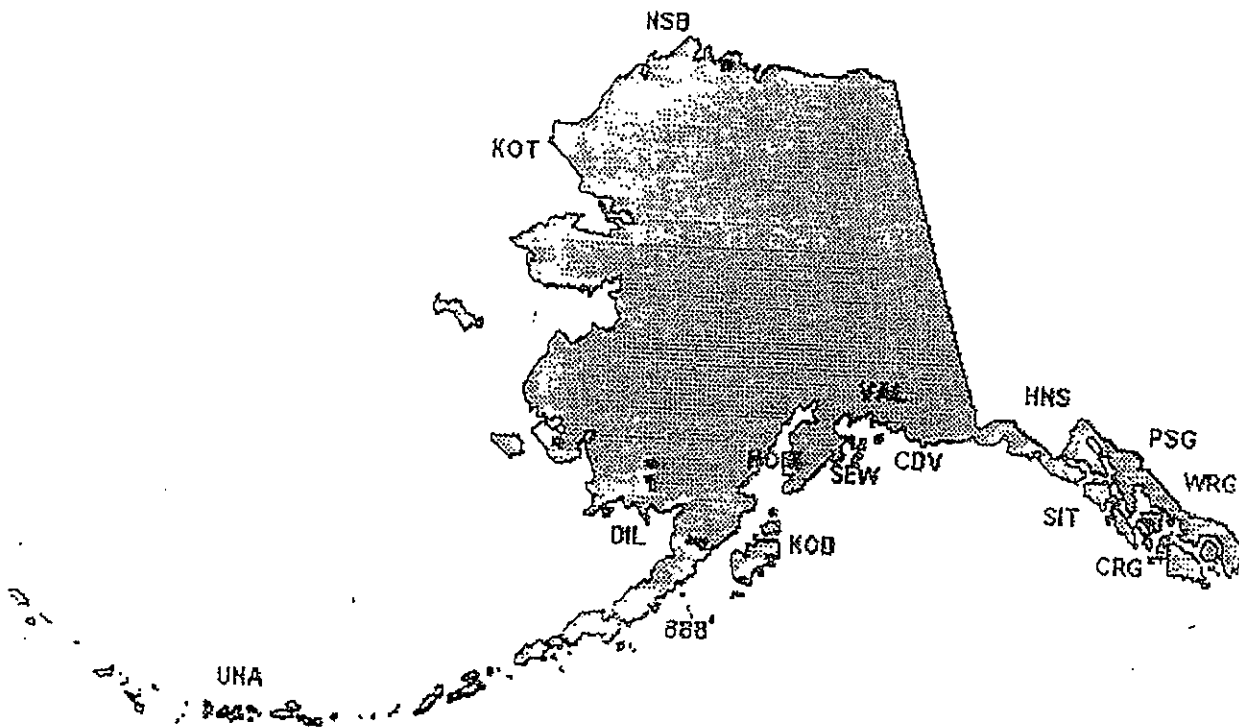
A handwritten signature in black ink, appearing to read "John P. Schauwecker", written in a cursive style.

John Schauwecker CPPB, C.P.M.
Procurement Manager

Cc: Kevin Worley
Leslie Houston
John Bodick
Billy Houser
Ron Taylor

State of Alaska
Community Jails Program

Standards for Jail Operation



As produced and adopted by the Governor's Task Force on Community Jails

November 1994

STATE OF ALASKA COMMUNITY JAIL STANDARDS

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Note: The Community Jail Standards will be reviewed annually by a committee appointed by the Commissioner of the oversight agency. The committee shall be comprised of at least the community jail coordinator and two community jail administrators. Proposed changes to the Standards shall be provided to all community jail administrators for comment prior to adoption. The committee shall make recommendations to the Commissioner concerning any changes to the Standards.

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CHAPTER 1

ADMINISTRATION, ORGANIZATION AND MANAGEMENT

Applicability

- 01.01 These standards apply to the community jails operated by a borough or city government or by an approved private contractor and under contract to the State of Alaska to provide services as defined in section 13.05 of these standards. These standards do not apply to any similar facilities, public or private, not under contract with the State of Alaska to provide such services.

Organizational Structure

- 01.02 Every community jail must have a designated administrator who is responsible for all jail operations. It is acceptable for the police agency head to be the designated community jail administrator.
- 01.03 The community jail administrator must maintain a written organizational chart which describes the jail chain of command.

Standards Audit

- 01.04 Every community jail administrator shall conduct an audit to evaluate compliance with these standards at least every two years. When possible, the audit should be completed with the on site participation of the state community jail coordinator. A copy of the audit and a plan to address deficiencies should be forwarded to the state community jail coordinator and the local government administrator.

Policies and Procedures

- 01.05. The jail administrator shall develop and maintain a set of written policies and procedures to guide jail operators and define the mission of the facility, and which are consistent with these standards.
- 01.06 All policies and procedures must be reviewed at least annually and approved by the oversight agency. When policies and procedures are changed, a copy of the old policy must be kept on file at the facility for at least three years.
- 01.07 Every facility must adopt and enforce a drug free work place policy approved by the oversight agency and consistent with the Federal Drug Free Work place Act of 1988.

CHAPTER 1

ADMINISTRATION, ORGANIZATION AND MANAGEMENT

- 01.08 There must be a procedure for dissemination of new or revised policies and procedures to all employees.
- 01.09 Inmates shall have access to policies and procedures that directly effect their rights and responsibilities.
- 01.10 All local policy and standard operating procedures pertaining to community jails must be made available to the oversight agency for review and approval upon request of the oversight agency.

CHAPTER 2

FISCAL MANAGEMENT

Annual Budget

- 02.01 The community jail administrator shall prepare and present an annual budget request that reflects the necessary resources required for facility operations. Budget requests will be prepared in the manner and detail prescribed by the oversight agency. The budget request will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- 02.02 The Community Jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency upon request.
- 02.03 All cash accounts maintained by the jail must be kept in a designated, secure receptacle.
- 02.04 The oversight agency may require an annual financial audit of facility expenditures.
- 02.05 The community jail administrator shall develop a policy and procedure for the handling of inmate funds.

Return to Point of Arrest

- 02.06 The community jail administrator shall establish a written policy and procedure providing for the return of inmates to the point of arrest in compliance with Alaska Statute 33.30.081 and any other applicable law or regulation.

CHAPTER 3

ADMISSION TO COMMUNITY JAILS

Legal Authority to Admit

03.01 No person may be admitted to a community jail unless:

- (a) the arresting or transporting officer executes a remand-to-custody order in the presence of the admitting jail staff member;
- (b) the jail, arresting officer or transporting officer produces commitment papers properly executed by a court; or
- (c) the officer who has taken custody of a person and seeks to admit that person under AS 47.30.705 or AS 47.37.170(a) or (b), respectively, executes a remand-to-custody order in the presence of the admitting staff member and certifies in writing that he or she has exhausted all other alternatives for placement under AS 47.30.705 or AS 47.37.170(a) or (b), respectively.
- (d) Persons under the age of 18 may not be admitted to a community jail except when charged as an adult as permitted under AS 47, upon court order or as otherwise permitted under AS 47. See Classification, Section 4.04 of these standards for housing requirements of persons under 18.

Components of Admission

03.02 The process of admitting a person charged with or convicted of an offense, or in protective custody, includes the searching, fingerprinting in accordance with State law or regulations, or photographing of inmates, inventory and storage of the individual's personal property, medical screening and collection of personal history data.

Search Upon Admission

03.03 The community jails administrator shall develop a policy and procedure regarding searches upon admission consistent with the following provisions:

- (a) Community jail staff shall pat search an inmate and hand carried items for weapons or other contraband immediately upon entrance to a community jail.

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ADMISSION TO COMMUNITY JAILS

- (b) Except as provided in (c) and (d) of this section, a full and complete search of an inmate and the inmate's personal effects must be made to complete the admissions process. The purpose of the search is to account for property, prevent the introduction of contraband or weapons, and ascertain the inmate's true identity. Jail staff shall require the inmate to undress as part of the search upon admission.
- (c) Notwithstanding (b) of this section, an inmate detained on a bailable offense must be afforded an opportunity to post bail for release before an inventory search of the inmate's property is conducted or the inmate is strip searched. If the inmate is able to post bail or otherwise arrange release within one hour after entrance into the jail, an inventory or strip search may not take place.
- (d) Notwithstanding (b) of this section, an inmate detained on a misdemeanor or other minor offense may not be strip searched unless there exists a reasonable suspicion that the inmate is concealing a weapon or contraband. Reasonable suspicion may be based on the crime charged, the particular characteristics of the inmate including any prior arrest record, and the circumstances of the arrest. A written record must be made of any strip search conducted under this section, and must detail the reasonable suspicion justifying the search.
- (e) A body cavity search may only be performed as described in Section 06.14 of these standards.
- (f) A staff member of the same sex as the inmate shall conduct a strip search of the person in accordance with Sections 06.10 and 06.11 of these standards.

Health Screening Upon Admission

- 03 04 A health screening must be conducted on all inmates upon admission into a community jail as required under Section 05.05 of these standards.

CHAPTER 3

ADMISSION TO COMMUNITY JAILS

- 03.05 No person may be admitted to a community jail if unconscious or in immediate need of medical attention. The initial admission process may not be commenced until the admitting staff member is satisfied that the inmate has received appropriate medical attention.

Inmate Orientation

- 03.06 As soon as reasonable, upon initial admission all inmates must be provided written notice about the facility's rules and services.
- 03.07 Community jail staff shall provide an orientation to the jail within the first 72 hours of an inmate's incarceration. Each inmate must have access to information about the facility's rules governing inmate treatment and conduct, listing of services available, methods of seeking information or assistance, procedures for making complaints, emergency procedures, and any other information necessary to enable the inmate to adapt to the routine of the jail. Community jails shall make a reasonable effort to provide an interpreter, if necessary, to communicate this information.

CHAPTER 4

CLASSIFICATION

Classification Policy

- 04.01 The community jail administrator shall establish a written policy and procedure governing inmate classification.
- 04.02 All inmates shall be subject to a classification system which assigns inmates to appropriate levels of custody and housing requirements.
- 04.03 Inmates may not be subjected to discrimination in classification decisions on the basis of race, color, creed, national origin, sex (except as required for privacy) or economic status.

Housing

- 04.04 The inmate classification system shall provide for the separate housing of the following categories of inmates:
 - (a) Male inmates shall be housed separate and apart from female inmates;
 - (b) Except when remanded as adults, persons under the age of 18 shall be housed in separate quarters so that the minor cannot communicate with or view adult inmates;
 - (c) Persons requiring administrative segregation shall be housed separately from other inmates.

Inmate Work

- 04.05 Jails with an inmate work program including jail maintenance, public work projects and community service must have a written plan for inmate work assignment.
- 04.06 Furlough and work release programs must be administered as directed by the oversight agency consistent with state laws and regulations.

CHAPTER 5

HEALTH CARE SERVICES

Health Care Services Policy

- 05.01 The community jail administrator shall develop a written plan to provide emergency and necessary medical care to inmates comparable with that in the community.
- 05.02 Written policies and procedures governing the delivery of medical, mental health and dental services must be approved by the oversight agency in conjunction with the Department of Corrections Inmate Health Care Unit. The policy must address the following areas:
- (a) Health screening - completion of health appraisal form;
 - (b) Disposition of emergency medical needs before admission;
 - (c) Referral and care of mentally ill, suicide-prone, retarded and disabled inmates;
 - (d) Arrangements for detoxification;
 - (e) Arrangements for emergency and necessary medical care;
 - (f) Management of pharmaceuticals;
 - (g) Notification of next of kin in case of serious illness, injury or death; and
 - (h) Isolation of and treatment of inmates with communicable diseases.
- 05.03 A first aid kit must be maintained in the jail. The community jail administrator shall ensure the monthly inspection and maintenance of the kits.
- 05.04 The community jail administrator shall establish a written procedure for inmates to report sickness, injury or need for health care (i.e. medical, dental and mental health). Inmates must be advised of this procedure upon admission to the jail.

Health Screening Procedure

- 05.05 A staff member trained in accordance with Section 10.03 of these standards shall perform a health screening on all inmates at the time of

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HEALTH CARE SERVICES

admission to the facility. The results of the health screening must be recorded on a form approved by the oversight agency. The health screening form must document the following:

- (a) Current illness and health problems, including dental problems, sexually transmitted diseases, tuberculosis, hepatitis and other infectious diseases;
- (b) Special health requirements and medication taken;
- (c) Use of alcohol or drugs which includes types, methods, date or time of last use, and history of problems that may have occurred after ceasing use;
- (d) Indicators of suicidal behavior;
- (e) Past or present treatment or hospitalization for mental disturbances;
- (f) Indicators of possible mental illness;
- (g) Behavior to include state of consciousness, mental status, appearance, conduct, tremor, sweating or pain;
- (h) Body deformities, trauma markings, bruises, jaundice, rashes and evidence of body vermin;
- (i) Placement in the jail or referral to health care services; and
- (j) Inmate injuries reported at time of the initial booking process.

Tuberculosis Testing

- 05.06 All inmates who remain in the jail longer than three days should be provided a PPD test (Purified Protein Derivative of tuberculin also known as a Mantoux test) for tuberculosis, when available from public health services.

CHAPTER 5

HEALTH CARE SERVICES

Infectious Disease

- 05.07 Inmates suspected of having contagious or infectious diseases must be isolated immediately from other inmates and be examined by a health care professional as soon as possible. In cases where removal to a hospital is not ordered, the physician's instructions regarding care of the patient and sanitizing of eating utensils, clothing, and bedding must be carefully followed and documented.

Detoxification

- 05.08 The community jail administrator shall establish a written protocol, approved by the oversight agency, for inmate detoxification.

Informed Consent

- 05.09 Except in a medical emergency, all examinations, treatment, and procedures must be conducted with informed consent. An exception may be made at the discretion of the treating health care provider when public health concerns require immediate intervention.

Management of Pharmaceuticals

- 05.10 Written procedures must be established to provide for the proper management of pharmaceuticals including the following:
- (a) Upon admission of an inmate, a designated staff person shall verify with a physician or other qualified medical staff the contents of all medication containers and the need for continued use;
 - (b) All prescriptions must be labeled with the inmate's name, and the name of the prescribing physician as well as the prescription number, type of medication, prescribed dosage, time to be distributed, date of prescription, and expiration date;
 - (c) All prescription medications must be securely stored within the jail;
 - (d) All prescriptions must be distributed in the prescribed dosage at the prescribed time by designated jail employees, who have received appropriate training in the distribution of medications in a jail environment; and

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HEALTH CARE SERVICES

- (e) All distribution of medications must be recorded on the form approved by the oversight agency.

Health Records

- 05.11 All active inmate health records must be maintained in accordance with Section 07.03 of these standards.

CHAPTER 6

SECURITY

Jail Security

- 06.01 The community jail administrator shall establish a written policy and procedure to govern all aspects of jail security and control. The written policy and procedure must address, at a minimum, the following:
- (a) inmate supervision and management;
 - (b) inmate and facility searches and contraband control;
 - (c) control of keys, tools and weapons;
 - (d) security inspections and maintenance of security systems;
 - (e) emergency procedures; and
 - (f) inmate transportation.
- 06.02 The jail must have a security perimeter designed to prevent access to the facility by unauthorized personnel, to prevent escape, to separate inmates from access to confidential business conducted at the facility and to separate inmates from visual and physical contact with the public.
- 06.03 All security perimeter entrances, cell block doors, and doors opening into a corridor within the security perimeter must be kept secured except when in use. Doors to vacant and unoccupied cells in housing units, and in storage units must be kept secured at all times.
- 06.04 The community jail administrator shall maintain records of weekly facility inspections of all locks, bars, windows, floors, walls, ventilators, access plates, glass panels, protection screens, doors and other security equipment. The community jail administrator shall promptly correct any identified problems.

Inmate Supervision and Management

- 06.05 The community jail administrator shall ensure that inmates are viewed personally by facility employees often enough to maintain their safekeeping but in no event less than one time per hour. The community jail administrator shall ensure that more frequent direct observation be made of persons who are violent, suicidal, mentally ill, visibly intoxicated

CHAPTER 6

SECURITY

or incapacitated by alcohol or drugs, or who have other special problems or needs warranting closer observation.

- 06.06 Light levels in all inmate housing areas must be at least 20 foot candles measured three feet above the floor. Night lighting levels must permit adequate illumination for supervision, yet not unduly hinder restful sleep.
- 06.07 The jail must have a system to physically count inmates. At least three documented inmate counts, during which the inmate's physical presence is confirmed must be conducted every 24 hours.

Searches and Contraband Control

- 06.08 Each facility must be regularly searched for prohibited articles. Searches must be periodic and timed so that they are not anticipated. Jail Officers shall thoroughly inspect each cell for contraband prior to assignment of an inmate and shall inspect each cell upon the removal of an inmate.
- 06.09 Searches of individual inmates must be reasonably related to the security interests of the facility. All searches must be conducted in a manner which preserves the dignity of the inmate to the greatest extent possible.
- 06.10 All searches must be of the least intrusive type necessary to satisfy the safety and security needs of the facility. Absent exigent circumstances, all strip searches must be conducted by facility employees of the same sex as the inmate, except for qualified medical personnel acting at the direction of facility personnel. When a strip search is conducted by an officer of a different sex from that of the prisoner being searched, a second officer must be present during the search, and the search conducted with the same regard for dignity and privacy as a non-exigent search.
- 06.11 All strip and body searches must be conducted in an area made private from the observation of persons not involved in conducting the search. Additional staff who are responsible for providing security during the search may be present.

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SECURITY

06.12 Strip searches may be conducted under the following circumstances:

- (a) upon initial admission, except as set out in Section 03.03; of these standards
- (b) upon apprehension from an escape or attempted escape;
- (c) upon initial admission to segregation;
- (d) upon re-entry into a facility after leaving the security perimeter or grounds;
- (e) at the conclusion of a contact visit;
- (f) upon returning from an area where tools were present or in use, or other similar circumstances;
- (g) upon return from the grounds of a facility which are accessible for the introduction of contraband, and other similar circumstances; or
- (h) if reasonable suspicion exists to believe that the inmate possesses contraband, weapons, criminal evidence, or other things concealed which present a threat to the safety and security of the facility.

06.13 All pat searches should be conducted by facility employees of the same sex if available and on duty. Inmates are subject to pat search by facility staff at any time.

06.14 An inmate is subject to a body cavity search only if probable cause exists to conclude that the prisoner possesses contraband inside a body cavity. A body cavity search may be conducted only by qualified medical personnel in the presence of facility staff of the same sex as the inmate being searched. A written record must be made of any body cavity search and must detail the facts supporting probable cause justifying the search.

06.15 The community jail administrator shall maintain a list of items designated as contraband and shall describe contraband in inmate rules and visiting rules. All contraband items found during facility or inmate searches must be seized and the details of the search and seizure must be documented. When a crime is suspected or a rule violation alleged to have been committed within the facility, all evidence must be maintained and made available to proper authorities.

CHAPTER 6

SECURITY

Key, Tool and Weapon Control

- 06.16 All jail employees must be familiar with the locking system of the jail and be able to release inmates immediately in the event of a fire or other emergency. The community jail administrator shall ensure that the keys and locking devices are in working condition.
- 06.17 The community jail administrator shall establish a key control system which includes, at a minimum, the following provisions:
- (a) All keys not issued to employees must be stored in a secure depository which is inaccessible to unauthorized persons at all times.
 - (b) There must be an accounting procedure for the issuance and return of keys.
 - (c) A duplicate set of keys must be maintained in a separate, secure place.
 - (d) Inmates are prohibited from handling keys which operate security locks.
 - (e) A key inventory must be maintained in which each lock is identified with its location, number of keys available, and key labels recorded.
 - (f) Precautions must be made to ensure the security and operation of non-key operated locks such as electrical switches or mechanical levers.
- 06.18 The community jail administrator shall establish a tool control system which includes, at a minimum, the following provisions:
- (a) All jail owned tools and other potentially dangerous equipment must be secured in a locked area or outside the security perimeter.
 - (b) Jail employees shall carefully monitor the use of tools and equipment by maintenance and repair workers within the security perimeter to ensure that tools are not left unattended, lost or forgotten.

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SECURITY

- (c) Tools and equipment that are used by inmates within the security perimeter may only be used under the direct supervision of jail employees.

Firearms, Chemical and Other Weapons

- 06.19 Except in emergency situations, no firearms, chemical agents, or other weapons may be permitted within the security perimeter.
- 06.20 All firearms, chemical agents, and other weapons assigned to the facility must be stored in an arsenal, vault or other secure area under lock and outside of the security perimeter.

Use of Force

- 06.21 Facility staff may not use physical force, chemical agents or mechanical restraints upon an inmate except when necessary in self defense, to protect a person from imminent physical harm, to enforce a lawful order of a staff member in the face of physical resistance by an inmate, to carry out medical instructions, to prevent escape or serious damage to property, or in the conducting of a search, and only then, to the extent necessary and for a period reasonably necessary to accomplish its purpose.
- 06.22 Jail employees discharging firearms, using chemical agents or any other weapon, or use of other force to control a situation, shall document the incident in a written report to the community jail administrator before going off duty.

Fire Safety and Emergency Procedures

- 06.23 Community jails must have a written policy and procedure providing for fire prevention and suppression practices, periodic fire drills and emergency evacuation procedures to ensure the safety of inmates, visitors and staff.

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SECURITY

- 06.24 Documentation of inspections conducted by the State of Alaska, Division of Fire Prevention or other qualified entity must be maintained. The community jail administrator shall make every effort to ensure that the facility is in compliance with fire protection life safety codes. The community jail administrator shall request annual inspections.
- 06.25 Community jail administrators shall develop a written evacuation plan for use in the event of fire and major emergencies. The plan must include routes of evacuation and provisions for housing of inmates after evacuation. An evacuation route must be clearly posted where it is visible to both inmates and staff. Periodic drills must be conducted.

Emergency Electrical Power

- 06.26 Community jails must have equipment necessary to provide emergency electrical power to maintain essential services, security and safety in the event of a power failure.
- 06.27 Electrically controlled locks must be designed to open automatically or operate with manual key operation, or be connected to an automatic backup electric power source.

Emergency Lighting

- 06.28 The facility must provide an emergency source of lighting capable of adequate illumination for supervision and evacuation in the event of a power failure.

CHAPTER 7

OPERATIONS

Inmate Records

- 07.01 An individual case record on each person admitted to a community jail must be opened and maintained. This record must contain all legal documentation pertaining to the inmate's incarceration and information concerning the prisoner which might affect the facility security or the inmate's adjustment to incarceration. The record must include information relating to the inmate's time accounting, including documentation of the time spent in custody. An inventory of all cash and valuables taken from the inmate at the time of booking must be recorded in the inmate file.
- 07.02 Individual case records on persons committed into protective custody shall be maintained as required in AS47.37.170. Protective custody, as authorized by AS47 does not constitute an arrest and no entry or other record may be made to indicate that the person detained has been arrested or charged with a crime, except that a confidential record may be made which is necessary for the administrative purposes of the facility to which the person has been taken or which is necessary for statistical purposes where the person's name may not be disclosed.
- 07.03 A health record must be maintained in the individual's confinement record and secured in a separate envelope that ensures confidentiality. The health record must contain all relevant health care information concerning the prisoner.

Food Service

- 07.04 The community jail administrator shall develop written policies and procedures to govern the facility's food service operation.
- 07.05 Three meals, two of which are hot, must be served at regular times daily with not more than 14 hours between the evening meal and breakfast; except that inmates may be served two nutritionally adequate meals on Saturdays, Sundays and holidays.
- 07.06 Provisions must be made for special diets when an inmate's religious beliefs require adherence to particular dietary practices. Jail staff shall contact appropriate clergy to secure diet specifications. In providing religious diets, the jail may exclude items containing alcohol, controlled substances, or other food items which may interfere with the orderly operation of the community jail.

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OPERATIONS

- 07.07 Food may not be withheld, nor may the basic menu be varied for a disciplinary sanction. However, finger food may be substituted for a hot meal when an inmate throws or otherwise misuses food.
- 07.08 Each facility must comply with the regulations established by the State of Alaska, Department of Environmental Conservation for sanitation, storage, preparation and service of food.
- 07.09 The community jail administrator shall request periodic inspections of the food service facilities and operations. The results of the inspection must be documented and corrective action taken as needed.
- 07.10 Written records must be maintained of all meals served, including special diets and the time and date served.
- 07.11 All garbage, dishes, utensils and other food service equipment must be promptly removed from cells and eating areas and properly accounted for. Disposable items may not be reused.

Sanitation and Maintenance

- 07.12 The community jail administrator or designee shall conduct at least weekly sanitation and maintenance inspections which must be documented. Corrective action must be taken as needed.
- 07.13 A jail housekeeping plan must be developed to provide for daily housekeeping and regular maintenance by inmates and staff.
- 07.14 All plumbing, lighting, ventilation equipment, furnishings, and security hardware must be kept in good working order.
- 07.15 The community jail administrator will ensure that a sink with hot and cold running water as well as a working toilet are available to every inmate.
- 07.16 Facilities will maintain temperatures within the facility between 65 degrees and 80 degrees at all times. If temperatures exceeds or falls below this range, immediate steps will be taken to restore the temperature.

CHAPTER 7

OPERATIONS

Inmate Personal Hygiene

- 07.17 Shower facilities must be provided at a minimum ratio of one shower for every 8 inmates. Water temperature at the shower head must be thermostatically controlled to a range between 100 - 120 degrees Fahrenheit.
- 07.18 Inmates must be provided with the following articles as soon as practical unless release is imminent:
- (a) soap,
 - (b) toothbrush and toothpaste,
 - (c) comb,
 - (d) products for female hygiene needs,
 - (e) towels,
 - (f) bedding and linen.
- 07.19 Inmates confined overnight must be provided a clean, firm, fire retardant mattress, a clean sheet or mattress cover, and clean blanket(s) sufficient to provide comfort under existing temperature conditions.
- 07.20 Inmates confined longer than seven days must be furnished clean bedding at least once a week. At least three towel exchanges must occur during a week.
- 07.21 Toilet articles and bedding may be removed from the cell when necessary for the safety of the inmate or security of the facility.

Mail

- 07.22 The community jail administrator shall establish a written policy and procedure to govern inmate mail.
- 07.23 The length, source, or volume of mail an inmate may send or receive may not be limited, except where necessary for reasons of public safety, facility order, or security.

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OPERATIONS

- 07.24 Inmate mail, both incoming and outgoing, may not be rejected except where there is reason to believe that the correspondence threatens the safety and security of the facility, an inmate, any public official or the general public, or is being used in the furtherance of illegal activities.
- 07.25 Incoming correspondence from attorneys, courts, government officials, officials of the confining authority or organizations that assist persons in the exercise of their legal rights may be opened only to inspect for contraband, but may not be read except pursuant to a court order. Such correspondence may be opened only in the presence of the inmate to whom it is addressed.
- 07.26 Except as provided in Section 07.25 of these standards, inmate mail, both incoming and outgoing, may be opened and inspected for contraband. Cash, checks, and money orders must be removed from incoming mail and promptly secured and recorded on the inmate's account. The inmate must be given a receipt for funds that are removed from any mail. If contraband is discovered in either incoming or outgoing mail, it must be removed and its disposition properly recorded.
- 07.27 If any publication, correspondence, or contents of a package, or any other form of mail is rejected, the sender, if known, and the person to whom it is addressed must be notified in writing of the item rejected and the reasons for the rejection. Any item which is rejected must be returned to the sender or placed in the inmate's property, unless it contains illegal matter or is kept for evidence.
- 07.28 Inmates must be permitted to send sealed letters to attorneys, courts, government officials, officials of the confining authority, or any other organization determined by the court to receive privileged mail.
- 07.29 Upon request, inmates must be provided with writing supplies and postage for letters to their attorneys, the courts, government officials and officials of the confining authority. These supplies must be provided at no expense to indigent inmates.
- 07.30 Incoming and outgoing mail must be delivered in a timely fashion.

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OPERATIONS

Telephone

- 07.31 The community jail administrator shall establish a written policy and procedure that provides for inmate access to telephone services. The community jail administrator may establish reasonable hours for use consistent with facility operations.
- 07.32 Inmate calls may only be monitored or recorded as described in AS 33.30.231.
- 07.33 The facility may require that any costs for telephone toll calls be paid by the inmate or the party called.
- 07.34 Inmates must be allowed to make a reasonable number of telephone calls to their attorneys. Calls to attorneys may not be monitored. Inmates must be allowed to make telephone calls to their attorneys beyond the normal work day when necessary.
- 07.35 Telephone calls may be restricted as a result of disciplinary action except to the inmate's attorney or state ombudsman.

Visitation

- 07.36 The community jail administrator shall establish a written policy and procedure to govern visiting.
- 07.37 The jail must have an established visiting schedule with sufficient hours set aside weekly to fulfill the visiting opportunities of inmates in the facility. Time for visiting must be scheduled on at least two days each week, one of which must be during the weekend.
- 07.38 Each inmate, except as otherwise individually determined by the community jail administrator under Section 07.40 of these standards, shall have the opportunity for at least one hour of visiting each week in one or more visits. Visits must be at least 15 minutes in duration.
- 07.39 Minor children who are accompanied by a parent or legal guardian may be permitted to visit inmates.

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OPERATIONS

07.40 Visitation may be restricted or the visitor excluded for one or more of the following reasons:

- (a) The visitor refuses to register and show proper identification, consent to search, or to abide by the visiting rules;
- (b) The visitor represents a clear and present danger to the facility;
- (c) The visitor has a past history of disruptive conduct at the facility;
- (d) The visitor appears to be under the influence of alcohol or drugs;
- (e) The inmate refuses the visit; or
- (f) A determination by the community jail administrator that the visit or visitor may jeopardize security or the orderly operation of the facility.

07.41 The written rules governing visitor conduct and responsibilities must be conspicuously posted in the visitor's area. If a visitor fails to abide by the rules, the visit may be terminated.

07.42 Visitors shall be required to register prior to admission to the visiting area.

07.43 The community jail administrator may, under extenuating circumstances, make special arrangements for inmate visitation when visits cannot reasonably coincide with regular visiting hours.

07.44 Except as provided in Section 07.46 of these standards, facility employees may monitor a visitor's conversations when proper notice is given and may observe visitation as necessary to maintain appropriate levels of security.

07.45 The facility must provide inmates adequate opportunities to meet with attorneys and the clergy. Attorneys and clergy must be permitted to visit inmates at reasonable hours other than during regularly scheduled visiting hours.

07.46 Visits with attorneys and clergy may not be subject to auditory monitoring, however may be visually observed as necessary to maintain appropriate levels of security.

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07.47 When requested, visits with attorneys or clergy must be of the contact type unless jail staff determines there is a substantial security justification to restrict the visit to a secure visit. When a contact visit is not allowed, the jail officer shall document the reasons for the restriction and notify the community jail administrator as soon as practical.

07.48 Attorneys and clergy may be pat searched prior to a contact visit. Any brief cases or packages are also subject to search.

Religious Activities

07.49 Inmates must be allowed to practice the religion of their choice as provided by the 1993 Religious Freedom Restoration Act and may have access to clergy, publications, and religious symbols, subject to limitations necessary to maintain facility security and order.

Community Programs and Services

07.50 Access to programs must be provided based on the available community resources and inmate need. The community jail administrator shall determine the offering of such programs consistent with inmate security and the orderly operation of the jail.

Exercise and Recreation

07.51 Inmates held in custody beyond 15 days must be provided opportunities for active physical exercise at least one hour per day, five days per week outside their cell. Rooms designated for exercise must be adequate in size and security to serve the inmate population. Day rooms may be acceptable, provided sufficient space is available.

Reading Materials

07.52 Reading materials must be available to all inmates on a daily basis, during hours set by the community jail administrator, and should include: a current local newspaper, current magazines and a reasonable selection of books.

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OPERATIONS

- 07.53 The community jail administrator may deny material that is obscene, interferes with or has adverse impact on rehabilitation, or incites or encourages any form of violence or other criminal activity.

CHAPTER 8

GRIEVANCES AND COMMUNICATION

Grievance Procedure

- 08.01 Community jails must have a written grievance procedure to provide an avenue for inmates to express and resolve problems. Inmates must be advised of the grievance procedure.

Communication With Staff

- 08.02 The community jail administrator shall develop written procedures for inmate communication with staff. All inmates must be apprised of the procedures.

CHAPTER 9

STAFFING

Requirements

09.01 Community jails must maintain 24 hour supervision of inmates by at least one employee who is trained at least to the extent provided in 09.07 of these standards and is able to identify and immediately respond to emergencies at any time inmates are housed in the jail.

09.02 Community jails must have sufficient staff to perform all functions relating to the security, custody, supervision of inmates and operation of the jail.

09.03 Consistent with Section 06.05 of these standards, electronic surveillance may not substitute for personal observations by facility staff, but may supplement them.

Hiring Standards

09.04 The community jail administrator shall establish standards for the selection of staff who will be responsible for the supervision of inmates. These standards are subject to review and approval by the oversight agency.

Minimum Qualifications for Community Jail Officers

09.05 Community jail officers must meet the following minimum qualifications:

- (a) Must be at least 19 years of age;
- (b) Must not have a prior felony conviction;
- (c) Must not have any conviction for sale of illegal drugs;
- (d) Must not have any conviction for the use of any drugs other than marijuana and must not have a conviction for use of marijuana or for misdemeanor assault within three years of application.
- (e) Must be able to read, understand, and apply jail rules and policies.

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STAFFING

- (f) Must have ability to see, hear and respond to routine and emergency duties and responsibilities as described in the facility procedures.
- (g) Must have work experience or reputation which demonstrates a good reputation, good work habits, and fairness to all cultures.
- (h) Must comply with the Drug Free Work Place policy as required by Section 01.07 of these standards.

Emergency Guard Hires

- 09.06 Emergency guard hires will be conducted in accordance with state law and will only be made when normal staffing is not available to fulfill the requirement for 24 hour supervision of inmates. Emergency guards may only be utilized for up to 5 consecutive days.
- 09.07 The community jail administrator shall develop a brief training module in either written or video tape form for presentation to any person hired as an emergency guard. The training module must provide specific instructions to the emergency guard concerning the recognition of emergencies concerning inmates and the course of action to be taken when an emergency arises. The training module must be reviewed by an emergency guard each time hired regardless of past training experience.
- 09.08 The training module may also include information concerning other operational and/or administrative matters that the community jail administrator wishes to include.
- 09.09 Whenever a change is made to the training module for emergency guard hires, it must be submitted to the oversight agency for approval.
- 09.10 Prior to an emergency guard supervising inmates, the community jail administrator shall verify that the emergency guard has been given the training module to insure that the emergency guard can identify and immediately respond in an appropriate manner to emergencies concerning the inmates being supervised.
- 09.11 The community jail administrator shall develop a form which must be submitted with the emergency guard hire payment packet, and signed by

CHAPTER 9

STAFFING

the emergency guard and the person providing the training module certifying that the emergency guard has undergone the training.

Code of Ethics

- 09.12 The community jail administrator shall adopt a code of ethics consistent with the standard established in 13 AAC 85.230(d).

CHAPTER 10

TRAINING

Minimum Training

- 10.01 Community jail administrators shall complete a 40 hour jail administrators course within one year of employment, and 24 hours of annual in-service training provided by the oversight agency.
- 10.02 All new employees of community jails must be provided an orientation program appropriate to job assignments within the first week of employment.
- 10.03 Within the first year of employment, a community jail officer whose position involves supervision or regular contact with inmates must be provided 80 hours of minimum basic training in the following areas:
- (a) Security and search procedures;
 - (b) Supervision of inmates;
 - (c) Use of force and methods of self-defense;
 - (d) Report writing;
 - (e) Rights and responsibilities of inmates;
 - (f) Fire and emergency procedures;
 - (g) Communication skills and interpersonal relations;
 - (h) Special needs inmates;
 - (i) Recognition of the signs and symptoms of mental illness and retardation, substance abuse, physical deficiencies and suicide prone behavior;
 - (j) Cross cultural awareness;
 - (k) Legal issues and liability concerning corrections;
 - (l) First aid, cardiopulmonary resuscitation, and emergency trauma treatment;

CHAPTER 10

TRAINING

- (m) Inmate/staff health issues and concerns and proper distribution of medication:
- (n) Staff duties, statutes, regulations and local facility rules, procedures and policies and community jail standards.

Prior Training

10.04 Community Jail Officers with prior training that meets or exceeds the minimum standards and is approved by the oversight agency will satisfy the requirements of Section 10.03 of these standards.

In-service Training

10.05 All Community Jail Officers must be provided a minimum of 24 hours of in-service correspondence or APSC certified training annually.

Training Records

10.06 The community jail administrator shall maintain a complete and current record of all training received for each jail officer.

CHAPTER 11

INMATE DISCIPLINE

Disciplinary Policy

- 11.01 The community jail administrator shall provide written rules of inmate conduct that specify prohibited acts within the facility and the penalties that may be imposed. Prohibited acts and penalties must be approved by the oversight agency.

Minor Infractions

- 11.02 Procedures for dealing with minor rule infractions may include restrictions of privileges, a warning, verbal reprimand, or counseling. The procedures must include:

- (a) Informing the inmate of the specific charges;
- (b) Providing an opportunity for the inmate to explain or deny the charges before any decision is made;
- (c) Notifying the inmate of any report placed in the inmate's file and or intended action;
- (d) Providing the inmate with the right to appeal any disciplinary decision or action.

Disciplinary Process

- 11.03 The community jail administrator shall establish a written policy for hearing cases involving the loss of good time or punitive segregation. The process must include:

- (a) Informing the inmate of the specific charges;
- (b) Providing the inmate with a 48 hour notice of the intended time of the hearing;
- (c) Providing an inmate advisor upon the request of an inmate and agreement by the requested advisor;
- (d) Conducting a hearing under the direction of an impartial person;

CHAPTER 11

INMATE DISCIPLINE

- (e) Providing an opportunity for the inmate to explain or deny the charges and an opportunity to present witnesses and evidence;
- (f) Provision for tape recording the hearing;
- (g) Notifying the inmate of the resulting decision; and
- (h) Providing the inmate with the right to appeal any disciplinary decision or action.

Loss of Good Time

11.04 A community jail may not forfeit any good time of a state prisoner, but may recommend a forfeiture to the Department of Corrections.

Law Violations

11.05 When an inmate allegedly commits an act that constitutes a felony, the case must be referred to the appropriate authority for possible prosecution.

CHAPTER 12

FACILITY RATED CAPACITIES

Capacity

- 12.01 Community jails will be assigned a maximum capacity by the oversight agency in accordance with these standards. When the capacity is exceeded, the community jail administrator shall take reasonable steps to reduce the number of inmates to the maximum capacity. The number of persons a facility may house in a particular cell, unit, or jail will be based upon available square footage, sanitary fixtures, staffing, facility programming and fire, life safety codes, other physical plant features, and other relevant factors specified in these standards as determined by the oversight agency.

Maximum Days

- 12.02 The oversight agency will rate each facility for the length of time an inmate may be continuously incarcerated at the facility. Absent a written waiver by the inmate, a court order, or an inability to transfer an inmate due to weather or other conditions beyond the control of the facility or the agency responsible for the transport, any inmate who exceeds the rated length of time must be transferred to a State Correctional facility as soon as practical.

CHAPTER 13

DEFINITIONS

- 13.01 **ADMINISTRATIVE SEGREGATION** - A form of separation from the general population when the continued presence of the inmate would pose a serious threat to life, property, self, staff or other inmates; or to the security or orderly running of the jail. Administrative segregation may not be used for disciplinary reasons.
- 13.02 **ADMISSIONS** - The process of accepting inmates for incarceration at a community jail after the receiving staff has ensured that the committing agent has presented the proper documentation confirming jurisdiction over the inmate who is remanded.
- 13.03 **BODY CAVITY SEARCH** - The intrusive manual, mechanical or instrument examination of a prisoner's body appendages and openings. Body cavity searches may be conducted only by a physician or other qualified medical personnel.
- 13.04 **CHEMICAL AGENT** - An active substance such as oleoresin capsicum (OC - a common brand name is "CAPSTUN"), tear agents (CS), or other active chemical agents utilized by law enforcement personnel to deter or control activities which might cause personnel injury or property damage.
- 13.05 **COMMUNITY JAIL** - A community jail in Alaska is neither a "Detention Facility" nor a "Holding Facility" as those terms are defined and used by the American Correction Association (ACA) standards. A community jail is a confinement facility under contract with the State of Alaska and operated by a borough, city, or approved contractor which holds persons under authority of State law:
- (a) who are committed in order to secure their attendance as witnesses in criminal cases;
 - (b) who are charged with a crime and awaiting court proceedings;
 - (c) who are sentenced to confinement with 30 days or less to serve;
 - (d) who are sentenced and awaiting transport to the a Department of Corrections facility;
 - (e) who are committed for contempt, or upon civil process, or by other authority of law including immigration or other federal agencies

CHAPTER 13

DEFINITIONS

- (f) who are sentenced prisoners within 30 days of release and returning to the local community;
 - (g) who are held under AS 47.
- 13.06 **COMMUNITY JAIL ADMINISTRATOR** - The Chief of Police, Director of Public Safety or other supervising employee responsible for the operation of the jail.
- 13.07 **COMMUNITY JAIL OFFICER (CJO)** - A community jail officer may be a full time jail officer, police officer or staff with combined duties such as dispatch and jail. A CJO must meet the minimum qualifications and complete required training.
- 13.08 **COMMUNITY RESOURCES** - Any individual, public or private organization or agency which offers services which can meet the needs of the jail.
- 13.09 **CONTRABAND** - Any item possessed by inmates or found within the confinement area of the jail which is declared illegal by law or not specifically approved by the jail for inmate possession.
- 13.10 **DAY ROOM SPACE** - A secure area, directly adjacent to an inmate living area used for inmate activities such as showering, exercise, recreation, and dining. Spaces originally designed for movement, such as corridors, are not day room spaces.
- 13.11 **DETENTION** - The confinement of an inmate in a secure area.
- 13.12 **DISTRIBUTION OF MEDICATION** - The disbursement of medication from a stock or prescription container per package instructions.
- 13.13 **EXIGENT CIRCUMSTANCES** - Any set of circumstances which requires immediate action to address a threat to the security and/or order of community jail.
- 13.14 **GRIEVANCE** - A written complaint filed by an inmate with the community jail administrator concerning personal health and welfare or the operations of the jail.

CHAPTER 13

DEFINITIONS

- 13.15 **HEALTH RECORDS** - A file containing a written account of medical examinations and treatments maintained separately from inmate records in a confidential envelope.
- 13.16 **HEALTH SCREENING** - A system of structured observation and initial health assessment for inmates newly introduced into a facility.
- 13.17 **INMATE** - Any person confined in a jail facility under authority of State law.
- 13.18 **LIFE SAFETY CODE** - A manual published by the National Fire Protection Association specifying minimum standards for fire safety necessary in the public interest; as used in these standards, the term specifically means the Life Safety Code adopted and interpreted by the Alaska State Fire Marshall.
- 13.19 **NECESSARY MEDICAL CARE** - That level of medical care required to be given a prisoner if a health care provider exercising ordinary skill and care at the time of observation concludes with reasonable medical certainty; (1) that the prisoner's symptoms evidence serious disease or injury; (2) that such disease or injury is curable or might be substantially alleviated; and (3) that the potential for harm to the prisoner, by reason of delay or denial of care, could be substantial. The test is one of medical necessity and not simply that which may be considered merely desirable.
- 13.20 **OBSCENE** - Words, gestures, language, books, newspapers, periodicals or other written or pictorial materials that the average person, applying contemporary community standards, would find depicts or describes, in a patently offensive way, ultimate sexual acts, masturbation, excretory functions, lewd exhibition of the genitals or sexual sado-masochistic activity; that the work, taken as a whole, appeals to the prurient interest; and that the work, taken as a whole, lacks serious literary, artistic, political, or scientific value.
- 13.21 **OVERSIGHT AGENCY** - The state agency which has direct administrative and oversight responsibility to contract for community jails.
- 13.22 **PAT SEARCH** - A visual and physical pat-down of a person's clothing and body parts which are feasible without the removal of clothing.

CHAPTER 13

DEFINITIONS

- 13.23 **PROTECTIVE CUSTODY** - A form of custody authorized by AS47 and utilized for the purposes of providing direct supervision of incapacitated or severely intoxicated persons as authorized by AS47.37.170 or persons believed to be in need of direct supervision due to mental illness as authorized by AS47.30.705 or by order of a court.
- 13.24 **PUNITIVE SEGREGATION** - Separation from the general population by confinement to a single cell as a result of rule violations. Punitive segregation may occur only after a finding of a rule violation.
- 13.25 **SAFETY EQUIPMENT** - Fire-fighting equipment (chemical extinguishers, hoses, water supplies, alarm systems, sprinkler systems), gas masks, fans, first-aid supplies, and other equipment to ensure the safety of staff, inmates, and visitors.
- 13.26 **SECURITY PERIMETER** -The outer portions of a jail which actually provide for secure confinement of inmates.
- 13.27 **STATE COMMUNITY JAIL COORDINATOR** - The liaison person appointed by the oversight agency to coordinate community jail contracts, budgets and compliance with community jails standards.
- 13.28 **STRIP SEARCH** - An examination that includes the visual inspection of an inmate, including a visual inspection of the outer genital area and inside the mouth, nostrils, and ears for the detection of weapons, contraband, physical abnormalities, and a thorough search of all the inmate's clothing after the inmate disrobes.

STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number 2031005	2. ASPS Number	3. Financial Coding 20665500-15905-76900006-73076	4. Agency Assigned Encumbrance 2031005
5. Vendor Number CIH84724	6. Project/Case Number Community Jail: Homer		7. Alaska Business License Number not applicable

This contract is between the State of Alaska,

8. Department of Corrections	Division Probation and Parole	hereafter the State, and
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9. Contractor City of Homer, Police Department	hereafter the Contractor
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Mailing Address 4060 Heath Street	Street or P.O. Box	City Homer	State AK	ZIP+4 99603
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10.	<p>ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract. See Appendix C for indemnity and insurance related language.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins <u>July 1, 2012</u>, and ends <u>June 30, 2013</u>.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed <u>\$ 637,218.00</u> in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>
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11. Department of Corrections	Attention: Division of Administrative Services, Accounting
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Mailing Address PO Box 112000, Juneau, AK 99811-2000	Attention: Devra Hayes (ph. 907-465-3478)
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12. CONTRACTOR	14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.	
Name of Firm City of Homer		
Signature of Authorized Representative		Date
Typed or Printed Name of Authorized Representative Walt Wrede		
Title City Manager (ph. 907-235-3150; fax 907-235-3151)		

13. CONTRACTING AGENCY	Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections / Probation & Parole	Date	
Signature of Project Director	Typed or Printed Name John Schauwecker	
Typed or Printed Name of Project Director Ron Taylor	Title Procurement Manager, CPPB, C.P.M	
Title Director, Probation & Parole (ph. 907-269-7367)	Dept. of Corrections Juneau Procurement Section (ph 907-465-3399)	

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

**APPENDIX A
GENERAL PROVISIONS**

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in an contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR COMMUNITY JAILS SERVICES
July 1, 2012 through June 30, 2013**

**Appendix C
General Terms**

Parties

The parties to this contract are the Alaska Department of Corrections, and the Borough/City of Homer, herein referred to as the "Borough/City".

1. Services

Provide short-term community jail confinement of persons held under **State** law.

This is a contract for the Borough/City to operate a jail facility and hold prisoners in accordance with this contract and The Standards for Jail Operations adopted by the Governor's Task Force on Community Jails (November 18, 1994 edition), hereafter referred to as "The Standards".

The Standards and the final report of the Governor's Task Force are attached as Appendix E to this contract. As adopted by the Governor's Task Force, and as explained in the Document, Chapter 13, sec. 13.05 of Appendix E, these standards were not, and are not, intended to be used in any legal proceeding to establish a "duty of care", or evidence of a legal duty to any person or entity. Rather, these standards were and are intended:

- a. as a statement of professional goals to be achieved;
- b. to promote recognition of needed improvements, both as to facilities and operations;
- c. to promote efficiency; and
- d. to encourage professionalism in the operations of Alaska jails.

As used in this contract, "community jail administrator" has the meaning given in Chapter 13 of The Standards.

As used in this contract, "prisoner" has the meaning given in AS 33.30.901(12), and specifically excludes persons detained under authority of AS 47. This contract allows the Borough/City to hold persons detained under AS 47 in its jail facility, however the Department is authorized to, and will not, compensate the Borough/City for any direct or indirect costs related as AS 47 detainees, including medical or transportation costs.

2. Sole Agreement

This contract is the sole agreement between the parties relating to jail services. There are no other agreements, express or implied. This contract represents the Department's sole obligation for payment for the care and custody of prisoners held at the Homer Community Jail participating in the Community Jails Program during the term of the contract. It is the intention of the parties that no other sums will be billed to or owed by the Department for jail services.

3. Effective Date/Termination/Amendments

This contract is effective **July 1, 2012** and continues in force through **June 30, 2013** except that it may be terminated by either party upon ninety (90) days written notice from the terminating party. Contract amendments can be incorporated through appendices or attachments mutually agreed upon and signed by both parties.

4. Responsibilities of the parties

General Responsibilities of the Borough/City

The Borough/City Shall

- a. Operate a facility for the care and confinement of prisoners in accordance with this contract and with goals set out in The Standards, including any additions or deletions to The Standards by the Commissioner of Corrections following notice to all community jail administrators and an opportunity to comment.
- b. Comply with the U.S. Civil Rights Act of 1964, as amended (P.L. 88-35-42 USC secs. 2000e-2 and 2000e-3) and Federal regulations implementing the act in the hiring and treatment of its employees and will not subject any prisoner to discrimination on the grounds of race, creed, color, religion, national origin, sex.
- c. Permit reasonable visitation for prisoners as set out in The Standards. A record or log of all prisoner visitors will be kept indicating date, time and identity of each visitor.
- d. Protect prisoner property by taking proper precautions and providing the necessary policies and procedures to protect the property from loss or destruction.
- e. Not accept a prisoner into the facility under this contract if the person is unconscious or in immediate need of medical attention, and shall not be entitled to reimbursement for immediate medical services provided to such a person. The Borough/City shall provide necessary medical care for prisoners accepted into the facility under this contract, and shall be entitled to reimbursement by the Department for the cost of such care, per Section C6 of this contract.
- f. Immediately notify the Department of Corrections, the nearest post of the Alaska State Troopers, and any police agencies in the general vicinity of the jail facility if a prisoner escapes or leaves the premises of the facility without authority. The Borough/City shall make every reasonable effort to return the prisoner to the facility without cost to the Department of Corrections, as long as there are reasonable grounds to believe the prisoner is within the Borough/City limits.
- g. Adopt and enforce rules concerning smoking by prisoners and staff consistent with State statutes and regulations, keeping in mind the health and welfare of all prisoners and staff personnel.
- h. Maintain prisoner records showing the prisoner's time served, the date and time the prisoner was booked in, the date and time of changes to custody, notations about the prisoner's institutional adjustment, and records of medical and dental treatment. These prisoner records must be in a prisoner's file when they are transferred from the community jail facility to another state correctional facility.

- i. Immediately, but, in no event more than 24 hours following receipt of notice, report to the Department of Corrections all claims concerning the jail facility that could foreseeably affect the legal liability of either party to this contract and cooperate with the Department of Corrections in the defense and/or settlement of the claim.
- j. Purchase and maintain in force at all times during the performance of services under this agreement the policies of insurance listed in the contract. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Borough's/City's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits.
- k. Provide current certificates of insurance to the Department of Corrections prior to the performance of services under this contract and shall provide for a 30-day prior notice of cancellation, non-renewal or material change to any insurance policy. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the Borough/City's services.
- l. Provide and maintain Worker's Compensation Insurance as required by AS 23.30.045 for all employees engaged in work under this contract. The Borough/City shall be responsible for insuring that any subcontractor who directly or indirectly provides services under this contract will maintain Worker's Compensation Insurance. Coverage must include all states in which employees are engaging in work and must include employer's liability protection of not less than \$100,000.00 per person and \$100,000.00 per occurrence.
- m. Provide and maintain comprehensive general liability insurance, with a combined single limit per occurrence of not less than \$1,000,000.00 covering activities associated with or arising out of this contract, to include jail keeper's legal liability coverage. The State shall be added as an additional insured under such policies. The Borough/City shall be solely responsible for the payment of claims or losses to the extent they fall within the deductible amount of such insurance. This insurance shall be primary to any other insurance or self insurance carried by the State.
- n. Provide and maintain comprehensive automobile liability insurance, covering all owned, hired and non-owned vehicles used during the provision of services under this contract with coverage limits not less than \$100,000.00 per person, \$300,000.00 per occurrence bodily injury and \$50,000.00 property damage.
- o. The community jail must use an accounting system that records all expenditures on an ongoing basis and must provide a record of these expenditures to the oversight agency on a quarterly basis in a format prescribed by the oversight agency.
- p. The community jail must prepare and present an annual budget request that reflects the necessary resources required for facility operations. Budget requests will be prepared in the manner and detail prescribed by the oversight agency. The annual budget request will include a staffing plan showing in detail staff assignments and the number of full and part-time positions.
- q. Annual budget request for fiscal year 2013 is due to the Department's state community jail administrator on October 15, 2012.

- r. Annual budget request for fiscal year 2014 is due to the state community jail administrator on October 1, 2012 for inclusion in the annual Department of Corrections' fiscal year 2014 operating appropriations request.
- s. By October 1, 2012, the community jail administrator must provide their request for the fiscal year 2014 capital project request. Failure to meet this deadline may result in no capital project request for fiscal year 2014.
- t. Quarterly financial reports are due to the state community jail administrator on the following dates:
 - July – September 2012 – quarterly and year-to-date financial statement due on October 31, 2012
 - October – December 2012 – quarterly and year-to-date financial statement due on January 31, 2013
 - January – March 2013 – quarterly and year-to-date financial statement due on April 30, 2013
 - April – June 2013 – quarterly financial and year-to-date financial statement due on July 31, 2013
- u. Provide a monthly accounting of prisoner statistics by the 15th day of the month following the monthly period covered on forms provided by the Department of Corrections. The forms shall include specific information on each prisoner housed during the reporting period to include the prisoner's name, the number of man-days, the charge or reason for incarceration, the dates of incarceration, the arresting agency and other information as requested on the forms.
 - "Man-day" indicates a prisoner was confined for more than four (4) hours in one twenty-four hour calendar day. If a prisoner had been confined for less than or equal to (4) hours in one calendar day, the accounting shall indicate one-half man-day.
- v. Not operate furlough or release programs for pre-sentenced prisoners held, unless ordered by a court. The Borough/City shall not permit a furlough or release for any sentenced prisoners without the consent of the Department of Corrections.
- w. Community Jails accessing the Agency's Alaska Corrections Offender Management System (ACOMS) will require all jail personnel using the ACOMS System to undergo a DOC security check. The Community Jail Administrator will submit the following information for each person accessing the ACOMS System for security review by DOC:
 - (1) Full name
 - (2) Residence address
 - (3) Telephone
 - (4) Date of birth
 - (5) Valid drivers license and state of issue, or other photo identification

(6) Social Security number

The Jail Administrator, with assistance from the Community Jail Coordinator, will develop Policy and Procedures for monitoring jail staff to ensure system security, confidentiality and the use of the ACOMS System only for Community Jail business. The Jail Administrator will immediately notify the Community Jail Coordinator if jail staff with access to the ACOMS System leave their employment.

Community Jails will be responsible for ongoing telecommunications costs such as line charges, connection fees and internet service provider fees, etc.

5. General Responsibilities of the Department of Corrections

The Department of Corrections shall:

- a. Reimburse the Borough/City for necessary medical care under section C6 of this Contract.
- b. Not be responsible for the management of local jail facility prisoner population. It is the policy of the Department of Corrections to detain and confine only prisoners from the normally serviced region of the respective facilities. However, in the case of an emergency or for necessary population or security management purposes, prisoners may be transferred from other areas of the State.
- c. The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.
- d. Be permitted to inspect, at all reasonable times, any facility used by the Borough/City to house prisoners that are confined, in order to determine if that facility is complying with The Standards and with this agreement.
- e. Provide on-going technical assistance and training for community jails requesting access to the ACOMS System. The Department of Corrections will conduct security checks, with information provided by the Jail Administrator, for all jail staff requesting access to the ACOMS System. All related telecommunications charges (such as telephone company lines fees or tolls and internet service provider fees, or special charges for initial line installation) will be the responsibility of the community jail.

6. Medical and Dental Care and Reimbursement

The Borough/City shall:

- a. Provide necessary medical care to prisoners accepted into the community jail facility under this contract. Prisoners who require medical attention are to be provided treatment as soon as possible, taking into consideration the nature of the illness or injury. If medical care is provided outside of the jail facility, the community jail administrator shall provide transport to the off-site medical facility and necessary security as required by paragraph 7a of this contract.

As used in this contract, "necessary medical care" has the meaning given in Chapter 13 of The Standards. If requirements of this definition are otherwise met, the following are included within the term "necessary medical care" and subject to reimbursement:

- (1) psychological or psychiatric care; and
- (2) dental care to:
 - i. control bleeding;
 - ii. relieve pain;
 - iii. eliminate acute infection;
 - iv. prevent pulp decay and imminent loss of teeth through operative procedures; and
 - v. treat injuries to teeth or repair supporting dental structures, caused by accident or injury.
- b. Maintain control of and dispense medicines to prisoners in compliance with The Standards and directions specified by a physician or other qualified health care provider, and take reasonable steps to guard against misuse or overdose of medicines by prisoners.
- c. Adopt emergency medical procedures and make available telephone numbers for medical, psychiatric, or other health services, so that staff will have ready access to such information.
- d. Obtain approval from the Department before incurring liability for medical care which reimbursement is sought, except in the case of emergency care that must be provided to the prisoner before approval from the Department of Corrections can be obtained. The Borough/City shall make a reasonable effort to obtain approval from the Department of Corrections and shall promptly, but in no event later than the next working business day, notify the Department of Corrections of any emergency for which medical care was provided before such approval could be obtained. Approval from the Department of Corrections will not be unreasonably withheld. To obtain approval Borough/City staff should contact the Department of Corrections Central Office during normal working hours Monday through Friday 8:00am to 4:30pm at (907) 269-7300, after hours, weekends and holidays contact the Anchorage Correctional Complex Medical Unit at (907) 269-4233.
- e. Be entitled to reimbursement from the Department of Corrections for expenses of necessary medical care provided under paragraph 6a and approved under paragraph 6d. In applying for reimbursement, the Borough/City must follow the

procedure set out in paragraph 6f. The Borough/City will not be entitled to reimbursement for the hiring of emergency guards or other medically related security costs, or for medical care for persons

- (1) held under the authority of AS 47,
- (2) accepted into the facility while unconscious or in immediate need of medical attention,
- (3) receiving medical services for elective, cosmetic or other medical services that are not necessary medical care, or

Medical services provided to prisoners who have been properly accepted into the Borough/City jail facilities under this contract shall not, however, be challenged by the Department merely because they were rendered immediately or shortly after the prisoner was accepted.

- f. Request reimbursement by submitting to the Department of Corrections a properly certified accounting containing:
 - (1) a copy of the medical bill with the prisoner's name and a description of the services rendered,
 - (2) a copy of the monthly booking form showing the prisoner's date and time of booking, and
 - (3) a copy of the medical payment request form.

The community jail administrator will make reasonable effort and take appropriate steps to assure that the Department of Corrections is billed only for necessary and required medical services beyond the payment limits of the prisoner or any insurance carrier or other third-party payer.

7. Transfers and Transportation of Prisoners

The parties agree that:

- a. The Borough/City shall provide transportation and supervision for medical care provided within local boundaries as required by paragraph 6(a). Supervision must be adequate to prevent escapes, prevent inappropriate contact with others, prevent possession of contraband and provide security for the prisoner and the public.
- b. The Borough/City shall immediately notify the Department to request that a prisoner be transferred from the facility to one outside of local boundaries because;
 - (1) a court has ordered the transportation;
 - (2) the prisoner has been incarcerated in the facility for 30 consecutive days, unless a court has ordered that the prisoner remain in the facility or the prisoner has signed a written waiver requesting to remain in the facility; or

(3) the community jail administrator believes a transfer is necessary for security or population management reasons.

- c. The Borough/City shall continue to hold prisoners, notwithstanding the existence of grounds for a transfer, until the Department arranges transportation for the prisoner.
- d. The City shall, when the prisoner leaves the facility, furnish the transporting officer with the prisoner's file described in paragraph 4h of this agreement.

8. Electronic Monitoring

The Borough/City has the option to use electronic monitoring. If the Borough/City is interested in electronic monitoring, please contact DOC to coordinate a memorandum of agreement and utilization of the DOC BI, Inc. Electronic Monitoring contract.

**ALASKA DEPARTMENT OF CORRECTIONS
CONTRACT FOR COMMUNITY JAIL SERVICES
July 1, 2012 through June 30, 2013**

**Appendix D
Payment Provisions**

1. The total contract amount for the Borough/City of Homer is **\$637,218.00** for the period from **July 1, 2012 through June 30, 2013** and represents the total payment due. 7 Beds
2. It is specifically agreed by the parties that the Department of Corrections is not funded for and will not provide annual in-service training as set out in Section 10.01 of The Standards, unless funding is provided by the Alaska Legislature or the City.
3. The City shall be prohibited from utilizing funds received under this contract for any purpose other than operation of community jail facility. Any funds received by the City under this contract that are utilized for purposes other than those authorized by this contract shall be reimbursed to the State and deposited to the general fund.

G:\Contracts\FY13\Community Jails\fy13 contracts\Homer-n.doc

Appendix List:

- A General Provisions
- ~~B Indemnity and Insurance~~ See Appendix C for indemnity and insurance related language
- C General Terms
- D Payment Provisions
- E State of Alaska, Community Jails Program: Standards for Jail Operation
As produced and adopted by the Governor's Task Force on Community Jails,
November 1994

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

5 City Clerk

6 **RESOLUTION 12-053**
7

8 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
9 ALASKA, EXTENDING THE CITY ATTORNEY CONTRACT
10 WITH BIRCH, HORTON, BITTNER, INC. FOR THE PERIOD
11 OF AUGUST 1, 2012 THROUGH JULY 31, 2013 IN THE
12 AMOUNT OF \$11,000.00 PER MONTH AND AUTHORIZING
13 THE MAYOR TO EXECUTE THE CONTRACT.
14

15 WHEREAS, Birch, Horton, Bittner, Inc. has been the City's Attorney since August 1,
16 2008, selected and hired by the City Council; and
17

18 WHEREAS, It is the recommendation of administration that the contract be extended
19 from August 1, 2012 to July 31, 2013; and
20

21 WHEREAS, The City Attorney requested no changes for the 2012 contract.
22

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska,
24 extends the City Attorney Contract with Birch, Horton, Bittner, Inc. for the period of August 1,
25 2012 through July 31, 2013 in the amount of \$11,000.00 per month for 50 hours and hourly rates
26 for work above and beyond fifty hours per month for specialized services at the rate of \$205.00
27 for shareholders and members; \$180.00 for associates; and \$100.00 for paralegals and authorizes
28 the Mayor to execute the contract as follows:
29

30 1. Scope of Services. A. The Firm shall act as general counsel to the City, to include without
31 limitation the following:

- 32 • Serve as the legal advisor of and be responsible to the Council; advise the Manager and
33 City Clerk concerning matters affecting the City Administration and perform other duties
34 prescribed by the Council.
- 35 • Prepare legal documents, including but not limited to ordinances, resolutions, contracts,
36 conveyances, leases, easements and legal opinions as needed.
- 37 • Be readily available for consultation by the Council, Manager and City Clerk.
- 38 • Provide limited representation in court and manage the activities of other attorneys who
39 may represent the City in court.
- 40 • Assist the Manager in negotiations on the City's behalf and handle other legal matters
41 that may arise.
- 42 • Draft opinion letters regarding, among other things, the interpretation of the City Code,
43 state and federal laws, and policies.
- 44 • Perform other such duties as may be prescribed for the City Attorney by ordinance or by
45 direction of the Council and/or Manager.
- 46 • Work effectively with the Council, Manager, City Clerk and with all other public
47 agencies and other entities with which the City has a legal relationship.
- 48 • Attend at least one Council meeting per month and others telephonically as requested.

B. All representation of the City shall continue until the matters or cases assigned are either closed out by mutual consent or are recalled by the Council.

C. The Firm shall not engage any consultant, expert, or other third-party service without the prior approval of the Manager or Council.

D. Provide toll-free telephone access to the City.

2. Compensation. For the services described in paragraph A of this Agreement and based on a budget of 50 hours of legal services per month, the City agrees to pay the Law Firm a monthly fixed fee of \$11,000.00. For work above and beyond 50 hours per month or for specialized services (i.e., litigation): Shareholders and members: \$205.00; associates: \$180.00; paralegals: \$100.00. The Law Firm will submit itemized monthly statements to the City for all fees and costs incurred during the preceding calendar month. Payment of monthly statements will be remitted to the Firm within 30 days. A late charge on amounts past due for 30 days or more will be assessed at the rate of .88% per month.

Except for travel expenses described in Section A, the City shall reimburse the Firm for in-house expenses and third-party expenses incurred on the City's behalf. Such expenses may include applicable filing fees, recording fees, facsimile services, courier services, photocopying at \$0.20 per page, long distance telephone charges, postage, expedited mail or delivery services, travel expenses, service of process fees, deposition transcripts, stenographer fees, computer-assisted legal research fees, title insurance premiums, and other similar charges.

6. Attorney Assignment. Thomas F. Klinkner is the Firm attorney who will be principally responsible for performing or supervising the work to be done by the Firm on the City's behalf and who will be the City's principal contact with respect to contract administration and billing. The responsible attorney will not be changed without the consent of the City. The responsible attorney may, in his discretion, assign additional Firm attorneys, paralegals, and law clerks to perform legal services under his supervision

7. Term of Agreement. The Term of this Agreement shall be one year commencing August 1, 2012 through July 31, 2013. This agreement may be terminated earlier for convenience by the City, by mutual consent of the parties, or for cause.

PASSED AND ADOPTED by the Homer City Council this 11th day of June, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal information: Budgeted, Mayor and Council, Professional Services, 100.100.5210.

City Manager/
Public Works Director

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AUTHORIZING THE CITY MANAGER TO
PREPARE AND SIGN A PURCHASE OFFER FOR LOT 75,
BUNNELLS SUBDIVISION.

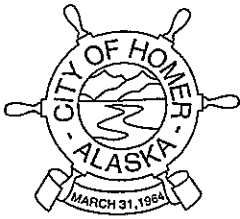
WHEREAS, Public Works is coordinating the design of two restrooms in the downtown area, one restroom near the Bartlett/Pioneer intersection is preferred, based on its proximate location to shopping/museum/tourist destinations; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby authorizes the City Manager to prepare and sign a Purchase Offer for the above described property with the condition that the City Council must approve the purchase price by Ordinance.

CITY OF HOMER

ATTEST:

Fiscal Note: Acct. No. 415-926 - State Legislative Grant – Cruise Ship Dock and Passenger Facility Improvements



**CITY OF HOMER
PUBLIC WORKS**

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170
FACSIMILE (907)235-3145

MEMORANDUM 12-093

TO: Walt Wrede, City Manager

FROM: Carey Meyer, Public Works Director

DATE: June 1, 2012

RE: **Request Approval to Make an Offer to Purchase Land
In Support of Downtown Restroom and the Extension of Bartlett Ave. - South**

This memo summarizes the reasons why purchasing the property south of the Pioneer Avenue/Bartlett Street intersection supports two projects – downtown restroom construction and the extension of Bartlett Street. See attached property map showing the property (Attachment A).

The Homer Transportation Plan recommends an additional east/west access corridor through the central business district; the main purpose being the creation of an alternative east/west access corridor other than Pioneer Avenue or the Sterling Highway. The Plan recommends that Bartlett Street be extended south of Pioneer Avenue, turning east and connecting into Main Street. From there the new road would run through the “town center” property to Grubstake or Hazel – ultimately connecting to Heath and Lake Streets. Attached is a map from the Plan showing the recommended alignment (Attachment B).

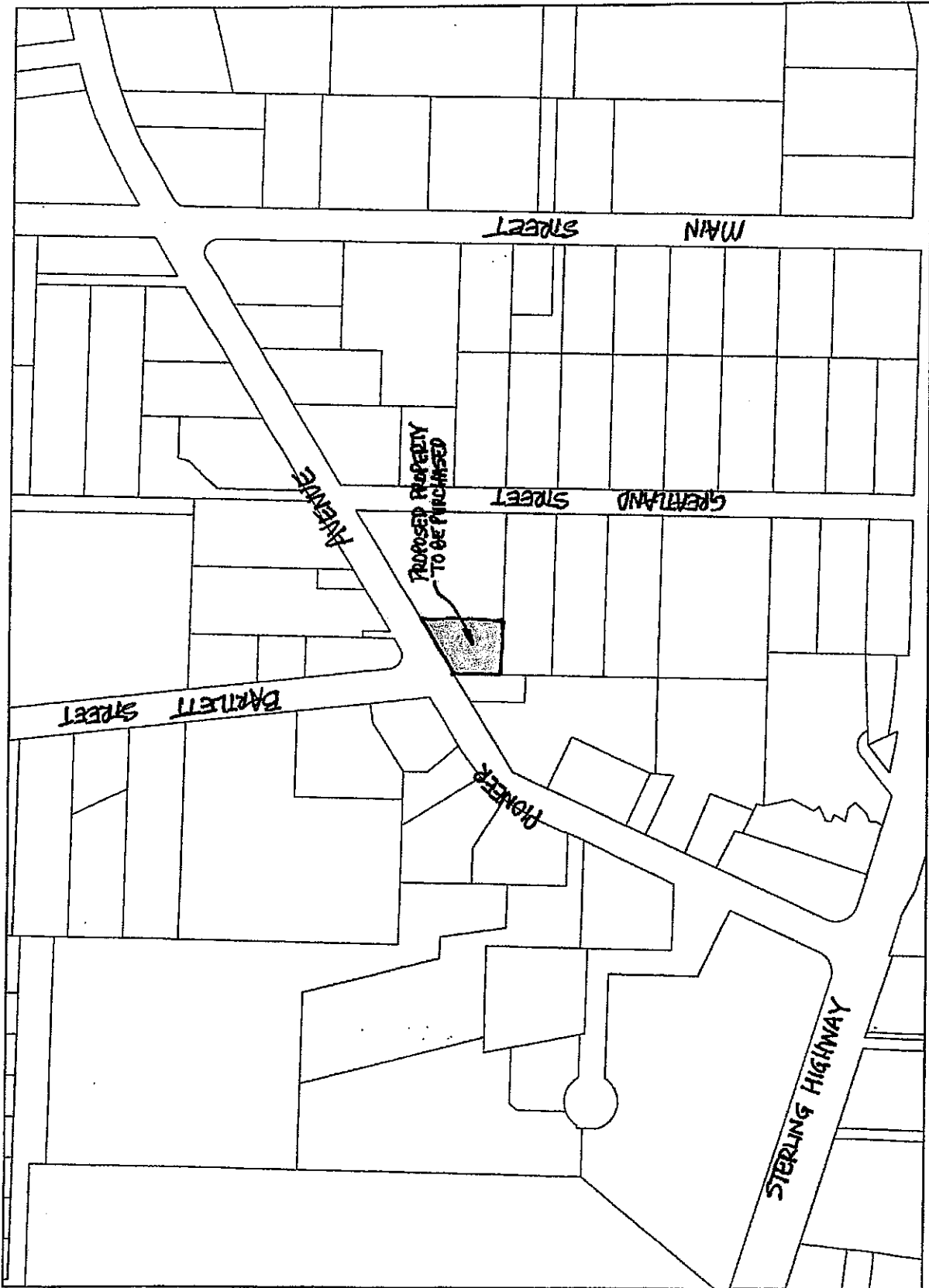
Public Works is coordinating the design of two restrooms in the downtown area. One is planned for WKFL Park. The Parks and Recreation Commission has approved a location for a restroom in the Park. The second restroom was planned for the top of the “town center” property. There is concern that this location is not ideal; a restroom near the Bartlett/Pioneer intersection is preferred, based on its proximate location to shopping/museum/tourist destinations. Attached is a map showing contemplated restroom locations along Pioneer Avenue (Attachment C).

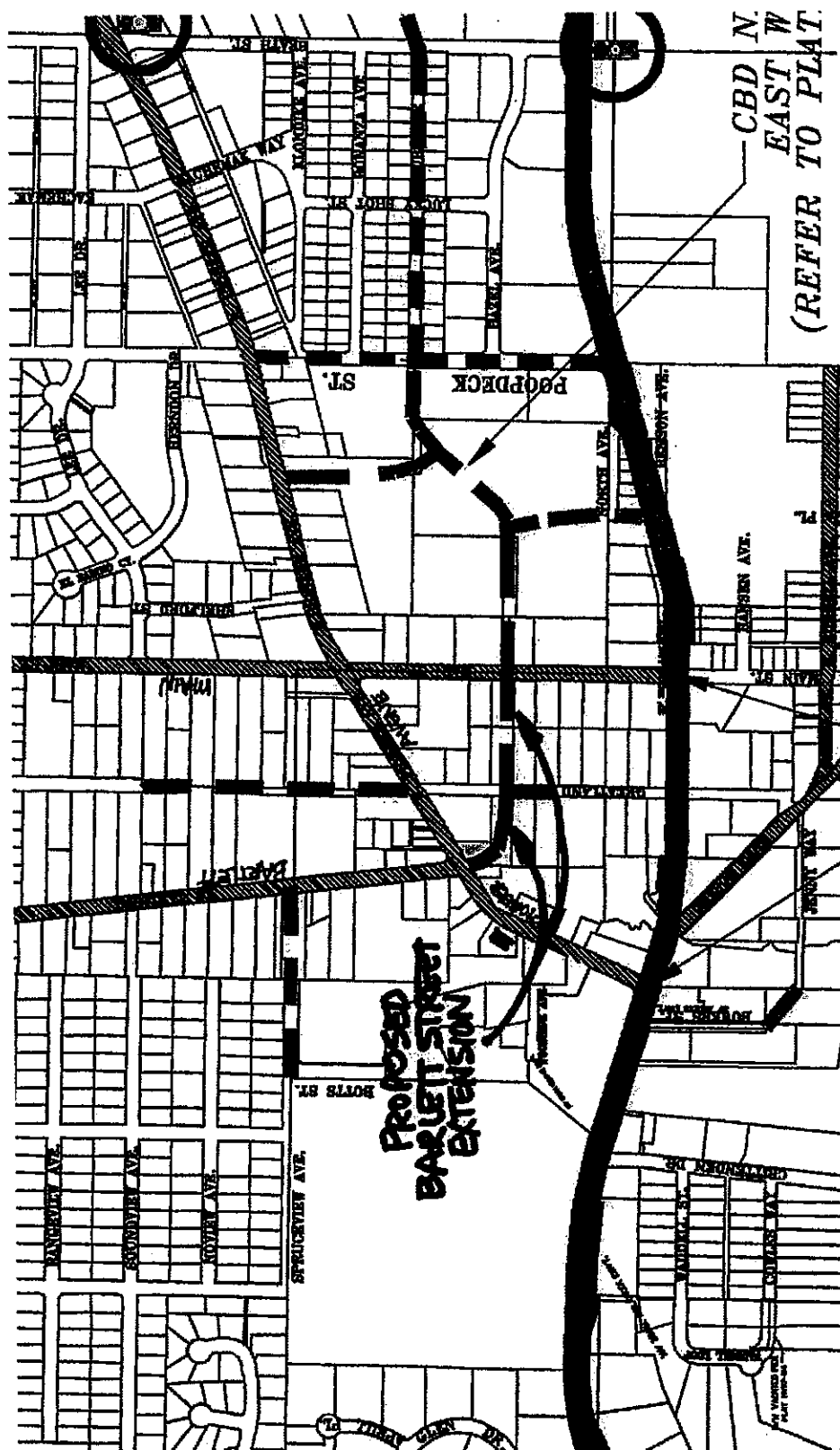
Both projects benefit from the purchase of the above described property. See attached map showing how the property would be utilized in support of the road extension and restroom construction (Attachment D). The property could be purchased utilizing HART funds.

If the Council authorized the City Manager by resolution to sign a purchase agreement, the Council could approve the purchase price by ordinance at a meeting later this summer/early fall.

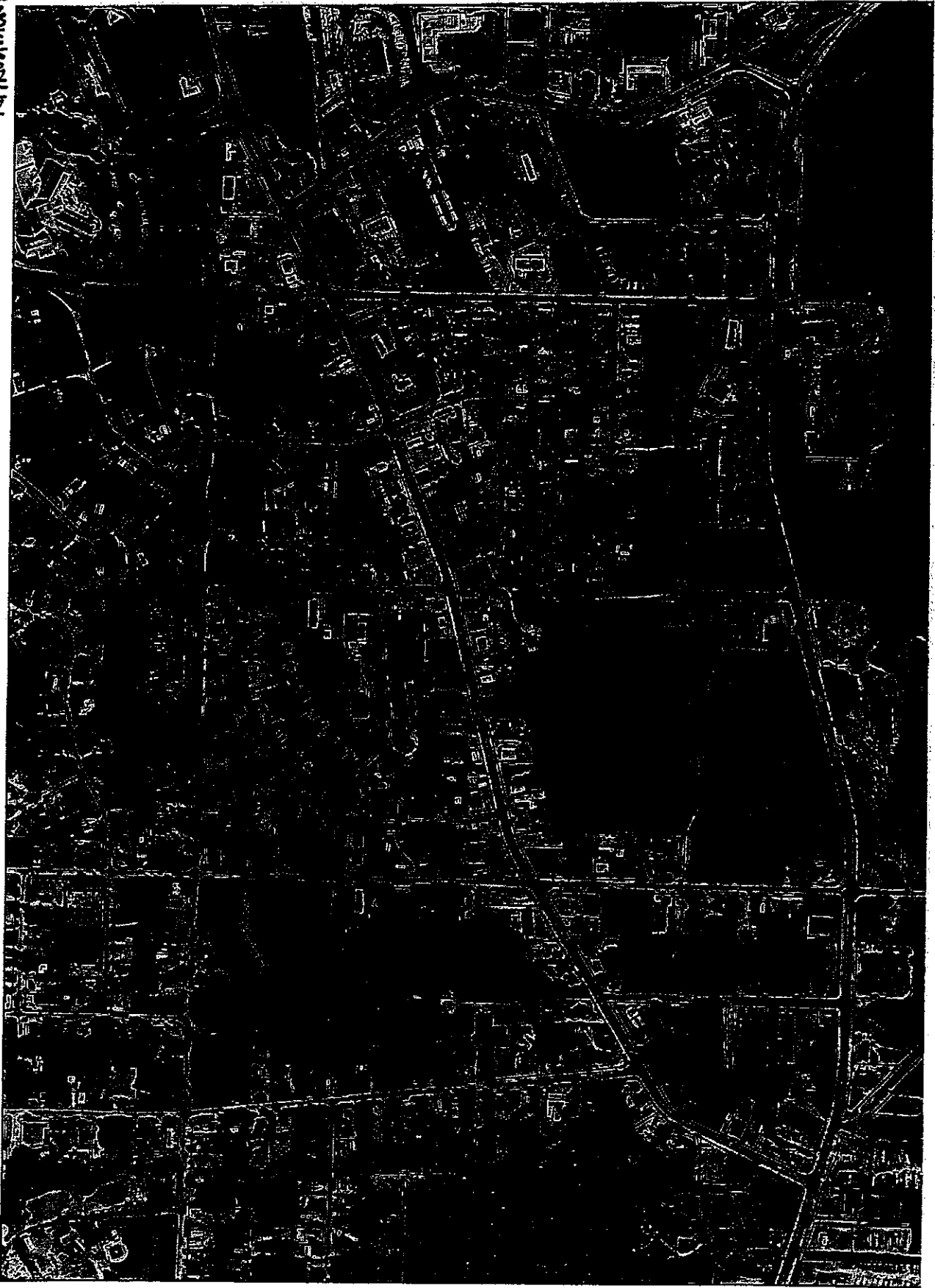
Recommendations: The City Council pass a resolution authorizing the City Manager to sign a purchase agreement on the property south of the Pioneer Avenue/Bartlett Street intersection (Lot 75, Bunnells Subdivision; KPB Parcel 17514301).

ATTACHMENT A



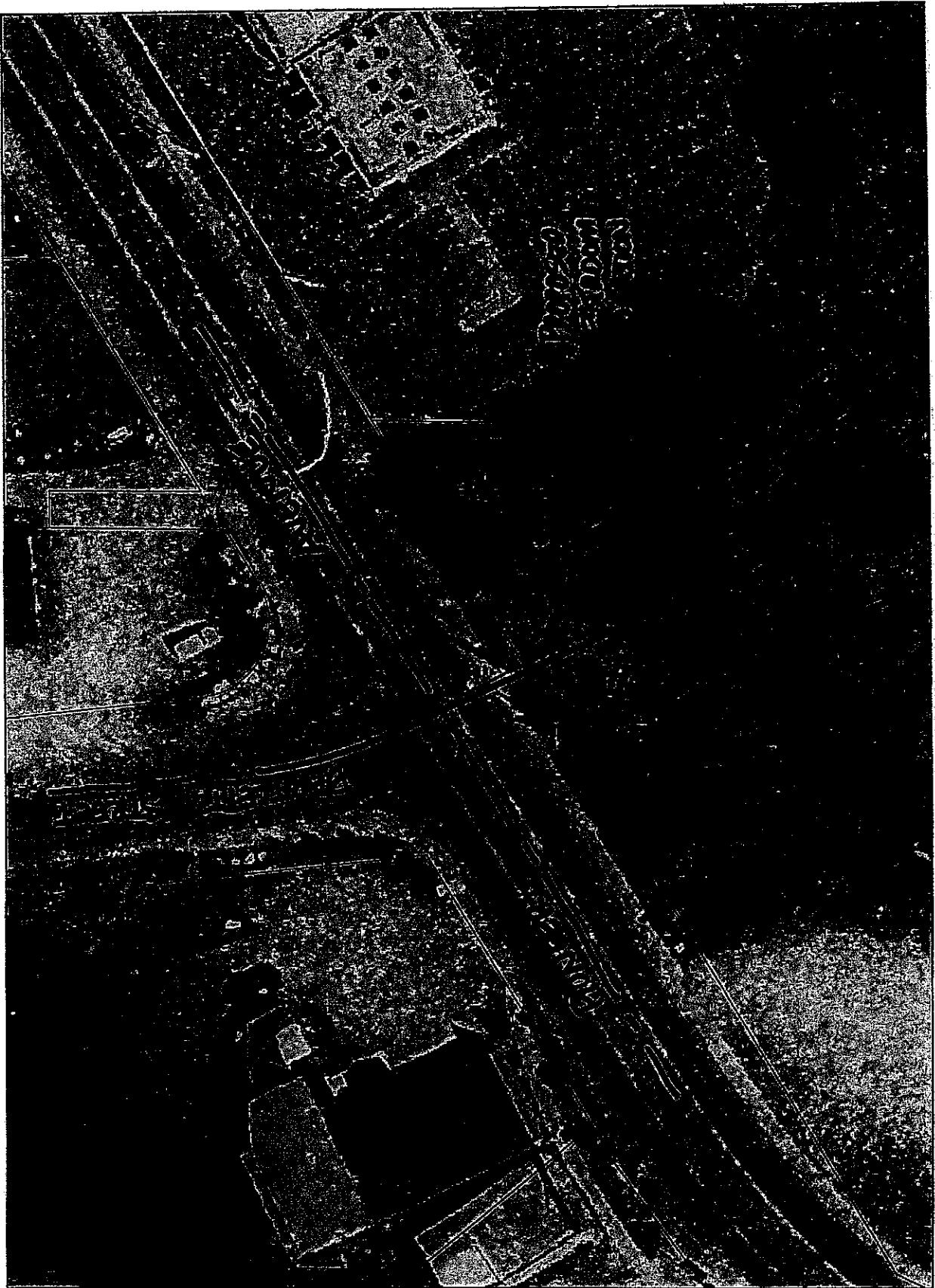


ATTACHMENT C





1 inch = 30 feet



CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Acct. No. 415-926 - State Legislative Grant – Cruise Ship Dock and Passenger
Facility Improvements.



CITY OF HOMER

PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FACSIMILE (907)235-3145

MEMORANDUM 12-094

TO: Walt Wrede, City Manager

FROM: Carey Meyer, Public Works Director

DATE: May 29, 2012

RE: **Cruise Ship Passenger Enhancement Project**
Deep Water Dock Fender Replacement
Authorization to Purchase Cylindrical Rubber Units

On January 23, 2012, the City Council approved a design contract for the Deep Water Dock Fender Replacement Project utilizing Cruise Ship Passenger Enhancement grant funds. Public Works and Port/Harbor staff has been working with the design engineer to expedite the design of the project to assure that the fender replacement can be constructed late this summer in time to support cruise ship berthing next year. Public Works on May 18 began advertising for bids to complete these improvements.

Since the delivery of the cylindrical rubber fender units required for this project have a long lead time (14-16 weeks), it will be necessary to order these units prior to award of the construction contract. This will insure that the fender improvements are in place for the 2013 cruise ship season.

These units are manufactured by a limited number of firms. To date, we have only found two manufacturers. Quotes were obtained from these two firms as follows:

	1200mm OD	1300mm OD
Fenderteam Americas, Inc.	\$2,998	\$4,175
Maritime International	\$3,747	\$5,554

14 – 1200mm units and 4 – 1300mm units are required for the project. Cost to purchase all required is $\$2,998 \times 14 + \$4,175 \times 4 = \$58,672$

Recommendations: The City Council pass a resolution authorizing the purchase of cylindrical rubber fender units for the Deep Water Dock Fender Replacement Project from Fenderteam Americas, Inc. of Lansdowne, Virginia, in the amount of \$58,672 and authorize the City Manager to execute appropriate documents.

Fiscal Note: 415-926

CITY OF HOMER
HOMER, ALASKA

City Manager

ORDINANCE 11-48

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE FY 2012 CAPITAL BUDGET BY
ACCEPTING AND APPROPRIATING A LEGISLATIVE
GRANT IN THE AMOUNT OF \$6,000,000 FOR THE PURPOSE
OF CONSTRUCTING DEEP WATER / CRUISE SHIP DOCK
AND PASSENGER FACILITY IMPROVEMENTS.

WHEREAS, The City has received a legislative grant agreement for a grant in the
amount of \$6,000,000 to construct Deep Water / Cruise Ship Dock and passenger facility
improvements; and

WHEREAS, The City Council wishes to accept and appropriate the grant funds and
construct the improvements described in the grant agreement.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2012 Capital Budget by
accepting and appropriating a legislative grant in the amount of \$6,000,000 for the purpose of
constructing Deep Water / Cruise Ship Dock and passenger facility improvements as follows:

Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-926	Dock and Passenger Facility Improvements	\$6,000,000

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
415-926	Dock and Passenger Facility Improvements	\$6,000,000

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

Section 3. This ordinance is a budget amendment ordinance only, is not permanent in
nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 9th day of

January 2012.

CITY OF HOMER

James C. Hornaday
JAMES C. HORNADAY, MAYOR

ATTEST

JO JOHNSON
JO JOHNSON, CMC, CITY CLERK

YES: 6

NO: 0

ABSTAIN: 0

ABSENT: 0

First Reading: 12/12/11

Public Hearing: 1/09/12

Second Reading: 1/09/12

Effective Date: 1/10/12

Reviewed and approved as to form:

Walt E. Wrede
Walt E. Wrede, City Manager

Date: 1/16/12

Thomas F. Klinkner
Thomas F. Klinkner, City Attorney

Date: 1-20-12

CITY OF HOMER
HOMER, ALASKA

City Clerk/
Library Director

RESOLUTION 12-056

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE HOMER PUBLIC LIBRARY
POLICIES, FINES AND FEES POLICY, FOR OVERDUE
ITEMS, PHOTOCOPIES, LIBRARY CARDS, INTERLIBRARY
LOAN, REPLACEMENT AND DAMAGE CHARGES, AND
DIGITAL DEVICES.

WHEREAS, The Library Advisory Board reviewed and approved amendments to the
Fines and Fees Policy for overdue items, photocopies, interlibrary loan, replacement and damage
charges, and digital devices; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the
Homer Public Library Fines and Fees Policy as follows:

**HOMER PUBLIC LIBRARY
FINES AND FEES POLICY**

The Homer Public Library is supported by the City of Homer. In addition, the library receives a
Public Library Assistance Grant annually from the State Library. All basic library services are
provided free of charge. However, in order to cover costs of selected special services and to
recoup losses due to user neglect/abuse, the following fees are charged:

Overdue fines.

Overdue fines are assessed on items that are kept beyond their return due date.

- ~~.15 cents per day for every day overdue for fourteen day and twenty one day circulation.~~
- **14-day and 21-one day circulation (except digital devices): \$0.15 for every day overdue.**
- ~~\$1.00 per every day overdue for three day seven day and one day circulation.~~
- **7-day and 1-day circulation: \$1.00 for every day overdue.**
- **Interlibrary Loan materials: \$1.00 for every day overdue.**
- **Digital devices: \$5.00 for every day overdue.**
- ~~\$1.00 per notice for a Second Overdue Notice.~~
- **Second Overdue Notice: \$1.00.**
- ~~\$1.00 per notice for a Bill Notice from City Hall.~~
- **Bill Notice: \$1.00 per notice.**
- **Bills sent to collection agency: \$25.00 finance charge for collection agency payments administrative fee.**

Photocopying/Printing.

- \$0.15 cents per page side for standard and legal size paper.
- \$0.25 cents per sheet side for two-sided copies, and 11"x14 11"x17" size paper.
- \$1.00 per side for standard and legal size color copies.
- \$2.00 per side for 11"x17" color copies.

Library Cards.

- \$5.00 for replacement of library card.
- \$10.00 (non-refundable) for Temporary Card.
- \$50.00 (~~\$10.00~~ \$40.00 refundable) for Family Temporary Card.

Interlibrary Loan.

The following fees will be charged for interlibrary loan requests to cover shipping costs:

- \$2.00 per item for standard size books.
- .15 cents per page for photocopy reproductions; (only if printing or fax is required).
- \$4.00 per item requiring (~~require~~ Priority Mail), such as ~~for~~ microfilm, videos, CDs, and audios.

Mailing costs may exceed these amounts for non-standard items. Circumstances that warrant additional charges include postal rates outside the United States, unusually large or heavy items, rare items that need insurance, and charges imposed by lending libraries.

Replacement and Damage Charges (Per Item).

- Lost items: Full replacement cost plus a \$7.00 processing charge for lost items, including books, videotapes, and audiotapes.
- Lost maps or inserts: \$10.00 ~~per item.~~
- Lost or damaged cases, hang-up bags, etc.: Replacement cost or \$2.00, whichever is greater, per item.
- Lost out-of-print items: \$50.00 for Alaskana, \$40.00 for non-fiction, and \$35.00 for fiction, or the full cost of replacement, whichever is greater.
- ~~Damaged item~~ Miscellaneous damage: \$1.00 per damaged page, and/or \$2.50 per damaged cover.
- Damaged beyond repair: full bindery cost or full replacement cost plus a \$7.00 processing charge.

Improper Return of Digital Devices

- \$25 fee if not returned to Front Desk staff

Please Note: To receive a refund on a lost item, patrons must return the item within sixty days of lost status. Refunds of payment for items deemed valuable to the collection and returned after the 60 day period may be made at the discretion of the director. No refunds will be given for digital devices.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 11th day of June, 2012.

CITY OF HOMER

JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

MEMORANDUM 12-096

TO: MAYOR HORNADAY AND HOMER CITY COUNCIL

THRU: WALT WREDE, CITY MANAGER

FROM: ANN DIXON, LIBRARY DIRECTOR

DATE: JUNE 4, 2012

SUBJ: UPDATED LIBRARY FINES AND FEES POLICY

In January 2012 the City Council approved changes to Homer Public Library's Fee Schedule. These changes are now reflected in an updated Library Fines and Fees Policy, which was approved by the Library Advisory Board on March 6, 2012.

RECOMMENDATION:

Adopt the revised Library Policy attached to Resolution 12-056.

Session 12-03 a Regular Meeting of the Library Advisory Board was called to order on March 6, 2012 at 5:08 pm by Chair Eileen Faulkner at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: BOARDMEMBERS FAULKNER, SEAMAN, COGGER, SCHROEDER, GORDON, MUNN,
AND FLETCHER

STAFF: LIBRARY DIRECTOR ANN DIXON
DEPUTY CITY CLERK RENEE KRAUSE

APPROVAL OF THE AGENDA

SEAMAN/FLETCHER – MOVED TO APPROVE THE AGENDA.

The agenda was approved by consensus as presented.

PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA

There were no public comments.

RECONSIDERATION

There were no items for reconsideration.

APPROVAL OF THE MINUTES *(Minutes are approved during regular meetings only)*

A. Meeting Minutes for the Regular Meeting on February 7, 2012

Chair Faulkner requested a motion to approve the minutes or any changes or corrections.

Ms. Fletcher requested the amount reported in the minutes of \$5000 be changed to \$6000-7000.00

SEAMAN/MUNN - MOVED TO APPROVE THE MINUTES AS AMENDED.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

There were no visitors scheduled.

STAFF & COUNCIL/COMMITTEE REPORTS/ AND BOROUGH REPORTS

A. Friends Report

Ms. Cogger reported that the long range plan on the landscaping was discussed.

There was no further discussion.

B. Next Friends Meeting – March 14, 2012 at 6:00 P.M. Library Conference Room

Chair Faulkner confirmed that Ms. Cogger will be in attendance.

There were no discussions.

C. Director's Report – March 2012

Ms. Dixon summarized her staff report for the Board members. She commented on the conference in Fairbanks that she and staff members were able to attend. There was quite a bit of information. She reported that no problems have arisen with the e-readers so far. Ms. Dixon commented that there has been an increasing demand for children's services and they cannot meet the demand from the community. Improvements have been made to the DVD shelving. Ms. Dixon outlined upcoming events for the month.

Mr. Gordon inquired about staffing comparisons between the Homer library and other similar size libraries. Ms. Dixon responded that she has not done an official analysis but experience says there should be two full time staff members.

There was a brief discussion on the increase in the community participation in these programs and that they may have to consider advocating for additional staff or time this budget cycle. Scrutiny on providing more services may have to be considered too. This increase also confirms that a board member with young children would be very appropriate and beneficial at this time.

There was no further discussion.

Monthly Statistics – February 2012

There was a brief discussion on the statistics as presented. Ms. Dixon provided separate statistics on the e-readers, audio books and classes provided. Classes cover staff visiting a location and classes that visits the library.

There was no further discussion.

E. Landscape Committee Report – Monica Cogger/Tamara Fletcher

Ms. Fletcher and Ms. Cogger presented the Library Advisory Board Landscape Committee Report and Long Range Plan for the Library Landscaping Issues.

Discussion and recommendations from the Board members regarding the presentation and the issues surrounding regular maintenance of the gardens ensued. The following recommendations were made:

1. Coordinate Photos with the written portion of the presentation.
2. Advance Slides manually.
3. Maintained versus natural.
4. Board member Seaman attending to respond to possible questions as her last act as a board member.

Mary Lou Burton, Treasurer, FHL was present and allowed to comment regarding the possible decision of the Friends continued funding of the landscaping at the annual cost of \$6000 to \$7000 will not continue. She stated that is not the purpose of the group and it is the City of Homer's responsibility to maintain their buildings and grounds.

There was no further discussion.

PUBLIC HEARING

There were no items for public hearing.

PENDING BUSINESS

A. Policies and Procedures – Updated & Revised Policies – Fines and Fees

Chair Faulkner introduced the item for discussion.

A brief discussion was conducted on the prior approval of the Fines and Fees Policy.

FLETCHER/SEAMAN – MOVED TO APPROVE THE FINES AND FEES POLICY.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There was no further discussion.

B. New Ideas for the Board – Recommendations for Board Action or Discussion

Chair Faulkner brought the item to the floor for discussion.

Mr. Gordon inquired what analysis has been done on programs needed to meet the community needs.

Chair Faulkner explained that a survey had been done a few years back and the Friends conducted a survey last fall.

There was a discussion on how the Library reviews and provides programs to the community. The local university was involved in the capacity of a statistics class exercise with Sue Coble. The students handed out the survey. It was available online and at the library. There were some delays and finally staff did the compiling and prepared a simple report. It was noted that the questions were a group effort from the Board, friends and staff at the Library. Ms. Krause was the creator of the survey. Additional discussion ensued on how the local college and schools interacted with the library. Chair Faulkner stated that five years was a long time and statistical analysis was another item. Ms. Krause still had the information and survey in her files and will distribute to the Boardmembers.

There were no further comments.

NEW BUSINESS

A. Review and Recommendations for the 2012 Land Allocation Plan

Chair Faulkner opened discussion on the purpose of the Land Allocation Plan and what the Board's responsibilities were in regards to the annual review.

A brief discussion on the history of the parcel that the Board was interested in on page D2 of the draft land allocation plan; the likelihood that it would ever be bought due to the extreme slope and stumps make it just about impossible for sale; the Board questioned access also to the parcel and agreed it should be designated as conservation area if it cannot be sold.

SEAMAN/SCHROEDER – MOVED TO RECOMMEND THE PARCEL ON PAGE D-2 OF THE LAND ALLOCATION PLAN BE SOLD AND THE PROCEEDS USED TO PAY DOWN THE LOAN ON THE HOMER LIBRARY AND THE

BOARD ADDITIONALLY RECOMMENDS IF THE PARCEL IS NOT SOLD IT SHOULD BE DESIGNATED AS A CONSERVATION BUFFER.

There was no further discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

There were no further comments or discussion.

INFORMATIONAL MATERIALS

A. Memorandum dated February 21, 2012 Re: Revisions to the Homer Public Library Policies

COMMENTS OF THE AUDIENCE

There were no audience comments.

COMMENTS OF THE CITY STAFF

Ms. Dixon thanked Ms. Seaman for all her work and time spent on getting the new library built.

COMMENTS OF THE COUNCILMEMBER *(If one is assigned)*

There was no councilmember present.

COMMENTS OF THE CHAIR

Chair Faulkner presented Boardmember Munn and Seaman with Certificates of Appreciation for Services to the Board. In addition to the Certificate Chair Faulkner presented Boardmember Seaman with a framed picture of the very first library, Pioneer Avenue library and the new library commemorating her efforts on achieving a new library for the community.

COMMENTS FROM THE BOARD

There were no comments from Boardmembers Schroeder, Cogger, and Gordon.

Boardmember Munn thanked everyone and stated her time on the Board while short was interesting and fun for her.

Boardmember Fletcher thanked Boardmembers Seaman and Munn for serving on the Board. She asked Bette to keep recruiting for this board since she has personally recruited two members in recent times for the board.

Ms. Seaman commented that it is time to go it has been a pleasure and thanked Gillian who without her they would have had a hole and not been able to meet, so thank you.

ADJOURNMENT

There being no further business to come before the Board Chair Faulkner adjourned the meeting at 6:45 p.m. The next Regular Meeting is scheduled for April 3, 2012 at 5:00 pm at City Hall Cowles Council Chambers 491 E. Pioneer Avenue, Homer, Alaska.

Renee Krause, CMC, Deputy City Clerk I

Approved: _____

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