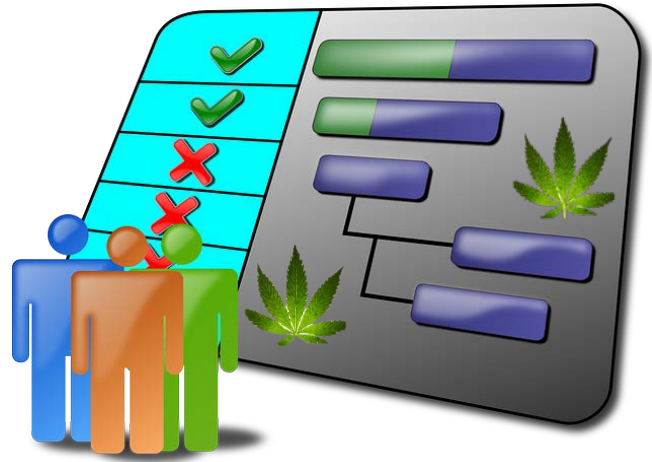


City Council
August 10, 2015
Monday



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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August

- Monday 10th:** **CITY COUNCIL**
Worksession 4:00 p.m., Committee of the Whole 5:00 p.m.,
and Regular Meeting 6:00 p.m.
- Tuesday 11th:** **ECONOMIC DEVELOPMENT ADVISORY COMMISSION**
Regular Meeting 6:00 p.m.
- Thursday 13th:** **PUBLIC ARTS COMMITTEE**
Worksession 4:00 p.m. and Regular Meeting 5:00 p.m.
- PERMANENT FUND COMMITTEE**
Regular Meeting 5:15 p.m.
- Tuesday 18th:** **VESSEL HAUL-OUT TASK FORCE**
Meeting 4:00 p.m.
- Wednesday 19th:** **PLANNING COMMISSION**
Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.
- Thursday 20th:** **PARKS AND RECREATION ADVISORY COMMISSION**
Regular Meeting 5:30 p.m.
- Monday 24th:** **CITY COUNCIL**
Worksession 4:00 p.m., Committee of the Whole 5:00 p.m.,
and Regular Meeting 6:00 p.m.

Regular Meeting Schedule
City Council 2nd and 4th Mondays 6 p.m.
Library Advisory Board 1st Tuesday with the exception of January,
April, August and November 5:00 p.m.
Economic Development Advisory Commission 2nd Tuesday 6 p.m.
Parks and Recreation Advisory Commission 3rd Thursday with the exception of July,
December and January 5:30 p.m.
Planning Commission 1st and 3rd Wednesday 6:30 p.m.
Port and Harbor Advisory Commission 4th Wednesday 5 p.m. (May-August 6:00 p.m.)
Public Arts Committee Quarterly 2nd Thursday 5:00 p.m. Upstairs in the Conference Room
Permanent Fund Committee Quarterly 2nd Thursday 5:15 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

BETH WYTHE, MAYOR – 16
FRANCIE ROBERTS, COUNCILMEMBER – 15
BRYAN ZAK, COUNCILMEMBER - 16
DAVID LEWIS, COUNCILMEMBER – 17
BEAUREGARD BURGESS, COUNCILMEMBER – 15
GUS VAN DYKE, COUNCILMEMBER – 16
CATRIONA REYNOLDS, COUNCILMEMBER – 17

City Manager, Katie Koester
City Attorney, Thomas F. Klinkner

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

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



WORKSESSION
4:00 P.M. MONDAY
AUGUST 10, 2015
COWLES COUNCIL CHAMBERS

MAYOR BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
COUNCIL MEMBER GUS VAN DYKE
COUNCIL MEMBER CATRIONA REYNOLDS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER KATIE KOESTER
CITY CLERK JO JOHNSON

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. CANNABIS TIMELINES AND DECISIONS**, Attorney Holly Wells
Joint Worksession with Cannabis Advisory Commission
- 4. COMMENTS OF THE AUDIENCE**
- 5. ADJOURNMENT NO LATER THAN 4:50 P.M.**
Next Regular Meeting is Monday, August 24, 2015 at 6:00 p.m., Committee of the Whole 5:00 p.m., and a Worksession 4:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
AUGUST 10, 2015
COWLES COUNCIL CHAMBERS

MAYOR BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
COUNCIL MEMBER GUS VAN DYKE
COUNCIL MEMBER CATRIONA REYNOLDS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER KATIE KOESTER
CITY CLERK JO JOHNSON

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. 6)
3. **REPORT ON TOWN HALL/PUBLIC INPUT ON BUDGET**

Memorandum 15-138 from Assistant City Manager as backup.

Page 9

4. **2016 BUDGET PRIORITIES**
5. **CONSENT AGENDA**
6. **REGULAR MEETING AGENDA**
7. **COMMENTS OF THE AUDIENCE**
8. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, August 24, 2015 at 6:00 p.m., Committee of the Whole 5:00 p.m., and a Worksession 4:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



City of Homer

www.cityofhomer-ak.gov

Administration

491 East Pioneer Avenue
Homer, Alaska 99603

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 15-138

TO: Mayor Wythe and Homer City Council
THROUGH: Katie Koester, City Manager
FROM: Patrick Lawrence, Assistant City Manager
DATE: August 5, 2015
SUBJECT: Online Survey and Town Hall Meeting

The purpose of this memo is to share the results of the Town Hall meeting and Online Survey discussing core services and new revenue prospects with the Mayor and Council.

Town Hall:

The Town Hall meeting was held July 20th in City Hall. We had a great turn out with approximately 100 attendees. The community members in attendance were provided an opportunity to share their opinions on City provided service and City departments. Participants were broken up into 4 separate groups where they were given stickers to indicate “Level of Importance” and “Level of Service” of 51 City provided services and 12 City departments. Department representatives and Council members were present in each group in order to answer questions community members had throughout the evening. The mood of the evening was very positive and constructive. Many thoughtful comments were made by the public, City representatives, and Council members. If there was an overarching theme to the evening it was that the community enjoys and appreciates the vast majority of the services the City provides and is willing to incur new or increased taxes in order to pay for them.

The 5 most ‘CRITICAL’ City provided services:

- 1- Fire Services and Protection
- 2- South Peninsula Haven House (Shelter & Child Advocacy Center Investigative Interviews)
- 3- Enforcement of all City, State, and Federal laws and COH ordinances
- 4- Emergency Medical Services (Ambulances)
- 5- Winter Road Maintenance (Snow Plowing, Snow Removal, Sanding, Culvert Clearing)

The 3 revenue streams the community is most ‘In Favor’ of:

- 1- Introduction of a Bed Tax (71% In Favor, 81% positive response)
- 2- Raising the Sales Tax Cap from \$500 to \$1,000 (64% In Favor, 80% positive response)

- 3- Reinstating the Seasonal Sales Tax on Non-Prepared Foods (55% in Favor, 82% positive response)

If we solely look at positive responses and not just votes on the highest end it shifts slightly. This encompasses 'In Favor', 'Mostly in Favor', and 'Somewhat in Favor'

The 3 revenue streams with the most 'Positive' responses:

- 1- Raising the Sales Tax by 0.5% (85% positive response)
- 2- Reinstating Seasonal Sales Tax on Non-Prepared foods (82% positive response)
- 3- Introduction of a Bed Tax (81% positive response)

Online Survey:

The intent of this survey was to gather information from the public on which City-provided services are considered to be Core Services, where the public could tolerate reductions, and what, if any, new or increased taxes they would be in favor of supporting. The survey was comprised of 5 questions and was open for 4 weeks. Over that time period the survey received nearly 500 responses. As an interesting aside, this is about 40% of the total votes cast in the last municipal election. The theme from the online survey is similar to the Town Hall meeting; we like our services and are willing to incur new or increased revenue streams to support them.

Top 6 City-Provided Services

City Resident	Non-City Resident
1- Police and Public Safety	1- Fire and EMS
2- Fire and EMS	2- Police and Public Safety
3- Winter Road Maintenance	3- Winter Road Maintenance
4- Airport	4- Airport
5- Summer Road Maintenance	5- Library
6- City Administration	6- Parks and Rec

There were only 2 City-Provided services that 50% or more of the City residents recommended reducing. Both of these services combined represent an estimated 2% of the entire general fund.

City Resident	Non-City Resident
1- Boards and Commissions (59%)	1- Boards and Commissions (58%)
2- City Support of Non-Profits (50%)	2- Planning and Zoning (53%)

When looking at revenue the theme was similar to the Town Hall. Nearly 91% of City Residents and 94% of Non-City Residents were in favor of seeing some form of new revenue or increasing existing taxes in order to support City-Provided services.

- 1- Introduction of a Bed Tax (65% City Resident) (69% Non-City Resident)
- 2- Ending the Seasonal Non-Prepared food Tax Holiday (47%CR) (51%NCR)

- 3- Increasing Sales Tax Cap from \$500 to \$1,000 (40%CR) (41%NCR)
- 4- Increasing Sales Tax (35%CR) (35%NCR)

We received 74 comments regarding cuts and 184 comments for additional revenue. Many of the comments are valuable and should be considered. There were a few themes that stood out: attracting new business to the area, not moving forward with new buildings and projects, increasing fines and fees library/harbor/parking/beach, increase of taxes that affect all people who use city services, sin taxes alcohol/ marijuana/tobacco/junk food, and many others.

Attached:

Town Hall Meeting Dot Exercise

Town Hall Meeting Key Pad Polling

Online Survey Data; As a Whole, City Resident, Non-City Resident

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

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



REGULAR MEETING
6:00 P.M. MONDAY
AUGUST 10, 2015
COWLES COUNCIL CHAMBERS

MAYOR BETH WYTHE
COUNCIL MEMBER FRANCIE ROBERTS
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER BRYAN ZAK
COUNCIL MEMBER BEAUREGARD BURGESS
COUNCIL MEMBER GUS VAN DYKE
COUNCIL MEMBER CATRIONA REYNOLDS
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER KATIE KOESTER
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

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 July 27, 2015. City Clerk. Recommend adoption. **Page 27**

B. **Memorandum 15-127**, from Mayor, Re: Appointment of Barbara Howard to the Public Safety Building Review Committee. **Page 63**

- C. **Ordinance 15-30**, An Ordinance of the Homer City Council Amending the FY 2015 Operating Budget by Appropriating a 25% Match to the Waddell Road Improvement Legislative Grant in the Amount of \$357,500 From the Homer Accelerated Roads and Trail Program (HART) Fund; Authorizing the Purchase of the Waddell Property in Support of the Waddell Road Improvement Project; and Authorizing the City Manager To Execute All Appropriate Documents. City Manager/Public Works Director. Recommended dates: Introduction August 10, 2015, Public Hearing and Second Reading August 24, 2015. **Page 67**

Memorandum 15-134 from Public Works Director as backup. **Page 73**

- D. **Resolution 15-068**, A Resolution of the City Council of Homer, Alaska, Adopting the Bylaws for the Cannabis Advisory Commission. City Clerk/Cannabis Advisory Commission. **Page 79**

Memorandum 15-129 from Cannabis Advisory Commission as backup. **Page 81**

- E. **Resolution 15-069**, A Resolution of the City Council of Homer, Alaska, Supporting the Alaska Marine Highway System. Mayor. **Page 91**

- F. **Resolution 15-073**, A Resolution of the Homer City Council Awarding a Contract in an Amount Not to Exceed \$20,000 to Northern Economics to Prepare a Graduated Rate Structure, and Also Linear Rate Structure for Comparison, Amending the Port of Homer Terminal Tariff Moorage Rates to Incorporate a 32% Rate Increase Over Ten Years to Fund the Port and Harbor Reserves as Recommended in the Northern Economics November 2013 Rate Study; and Authorizing the City Manager to Execute the Appropriate Documents. Lewis/Port and Harbor Advisory Commission.

Page 93

Memorandum 15-137 from Port and Harbor Director as backup. **Page 95**

6. VISITORS

- A. Kachemak Bay Water Trail – Dave Brann, 10 minutes. **Page 99**

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. Borough Report

- B. Commissions/Board Reports:

1. Library Advisory Board
 2. Homer Advisory Planning Commission
 - a. Minutes of July 15, 2015 **Page 103**
 3. Economic Development Advisory Commission
 4. Parks and Recreation Advisory Commission
 5. Port and Harbor Advisory Commission
 6. Cannabis Advisory Commission
- C. Thank you from Sprout Family Services **Page 109**
- 8. PUBLIC HEARING(S)**
- A. **2016 BUDGET PRIORITIES**
- B. **Ordinance 15-26**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Public Library Assistance Grant for FY 2016 in the Amount of \$6,650 for Books and Library Materials, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Library Director. Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015. **Page 115**
- Memorandum 15-114 from Library Director as backup. **Page 119**
- C. **Ordinance 15-27**, An Ordinance of the City Council of Homer, Alaska, Providing a Procedure for the Council to Consider Whether to Exclude Certain Properties From the Homer Natural Gas Distribution Special Assessment District. Burgess. Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015. **Page 129**
- D. **Ordinance 15-28**, An Ordinance of the Homer City Council Repealing and Reenacting Homer City Code Chapter 18.12, Municipal Property Sales, Regarding the Methods and Procedure for Disposing of Interests in Real Property Owned by the City. City Manager. Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015. **Page 177**
- Memorandum 15-123 from City Manager as backup. **Page 183**

9. ORDINANCE(S)

- A. **Ordinance 15-29**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule, Enacting Homer City Code Chapter 7.16, Vehicles in Beach Areas, and Repealing Homer City Code Chapter 19.16, Vehicles on Homer Spit Beach, to Restrict the Operation, Stopping and Parking of Motor Vehicles in Beach Areas. Lewis/Reynolds. Recommended dates: Introduction August 10, 2015, Public Hearing and Second Reading August 24, 2015. **Page 187**

Memorandum 15-130 from Deputy City Planner as backup. **Page 193**
Memorandum 15-131 from Police Chief as backup. **Page 195**

10. CITY MANAGER’S REPORT

- A. City Manager’s Report **Page 207**
1. Memorandum 15-135 from Public Works Superintendent, Re: Purchase of New 10-Yard Dump Truck **Page 213**
- B. Bid Report **Page 215**

11. CITY ATTORNEY REPORT

12. COMMITTEE REPORT

- A. Public Arts Committee
- B. Permanent Fund Committee
- C. Employee Committee Report
- D. Public Safety Building Review Committee
- E. Vessel Haul-Out Task Force

13. PENDING BUSINESS

- A. **Memorandum 15-118**, from Finance Director and Public Works Director, Re: Water and Sewer Rate Recommendations for 2015. (Postponed from July 27, 2015.) **Page 223**

- B. **Resolution 15-066**, A Resolution of the Homer City Council Establishing Conditions Under Which Benefitted Property Owners Will Be Allowed to Connect to the Proposed Kachemak Drive and Shellfish Avenue/South Slope Drive Water Mains Being Installed as Part of Homer Water Storage/Distribution Improvements (Phase I). City Manager/Public Works Director. (Postponed from July 27, 2015.) **Page 227**

Resolution 15-066(S), A Resolution of the Homer City Council Establishing Conditions Under Which Benefitted Property Owners Will Be Allowed to Connect to the Proposed Kachemak Drive ~~And Shellfish Avenue/South Slope Drive~~ Water Mains Being Installed as Part of Homer Water Storage/Distribution Improvements (Phase I). City Manager/Public Works Director. **Page 229**

Memorandum 15-117 from Public Works Director as backup. **Page 231**

Memorandum 15-136 from City Manager as backup. **Page 233**

14. NEW BUSINESS

- A. **Memorandum 15-128**, from City Clerk, Re: Deferred Assessment for Thom and Seymour for the Homer Natural Gas Special Assessment District. **Page 245**

15. RESOLUTIONS

- A. **Resolution 15-070**, A Resolution of the Homer City Council Awarding the Contract for the Public Works Equipment Storage Building to the Firm of Steiner's North Star Construction, Inc. of Homer, Alaska, in the Amount of \$82,451 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director.

Page 265

Memorandum 15-132 from Public Works Director as backup. **Page 267**

- B. **Resolution 15-071**, A Resolution of the Homer City Council Awarding the Contract for the Old Harbormaster Building Demolition Project to the Firm of Moore & Moore Services, Inc. of Homer, Alaska, in the Amount of \$8,300 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. **Page 361**

Memorandum 15-133 from Port and Harbor Director as backup. **Page 363**

- C. **Resolution 15-072**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 and the City of Homer Fee Schedule Annual Moorage Rates. Lewis/Port and Harbor Advisory Commission. Recommend public hearing on August 24, 2015. **Page 477**

Memorandum 15-137 from Port and Harbor Director as backup.

Page 95

- 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, August 24, 2015 at 6:00 p.m., Committee of the Whole 5:00 p.m., and a Worksession 4:00 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

CONSENT AGENDA

Session 15-25 a Regular Meeting of the Homer City Council was called to order on July 27, 2015 at 6:00 p.m. by Mayor Mary E. Wythe 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, LEWIS, REYNOLDS, ROBERTS, VAN DYKE, ZAK

STAFF: CITY MANAGER KOESTER
CITY CLERK JOHNSON
CITY ATTORNEY KLINKNER
ASSISTANT CITY MANAGER LAWRENCE
CITY PLANNER ABBOUD
LIBRARY DIRECTOR DIXON
PERSONNEL DIRECTOR BROWNING
PORT AND HARBOR DIRECTOR HAWKINS
PUBLIC WORKS DIRECTOR MEYER

The Council met for a Worksession from 4:03 p.m. to 4:46 p.m. to view a PowerPoint and discuss Strategic Doing – R&M Consultants, Inc. – Deep Water Dock. From 5:00 p.m. to 5:53 p.m. the Council met as a Committee of the Whole to discuss Ordinance 15-19(A) and Consent and 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 following changes were made: **CONSENT AGENDA - Ordinance 15-28**, An Ordinance of the Homer City Council Repealing and Reenacting Homer City Code Chapter 18.12, Municipal Property Sales, Regarding the Methods and Procedure for Disposing of Interests in Real Property Owned by the City. City Manager. Written public comments. **Resolution 15-064**, A Resolution of the City Council of Homer, Alaska, Supporting the Inclusion of City-Owned Property in Beluga Slough Into the Eastern Hemisphere Shorebird Reserve With the Exception of the Public Works Complex. Lewis. Written public comments. **Resolution 15-065**, A Resolution of the City Council of Homer, Alaska, Supporting Responsible Dog Ownership by Installing Dog Waste Bag Dispensers at Public Buildings, Trails and Parks, and Encouraging Other Agencies and Businesses to Do the Same, and by Purchasing Individual Dog Waste Bag Dispensers to Provide to the Public and Encourage Local Businesses to Stock Baggie Supplies

and Dispensers. Roberts. Written public
comments. **ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION
REPORTS** - Port and Harbor Advisory Commission Monthly Activities Report, by
Commissioner Howard. **PUBLIC HEARINGS - Ordinance 15-23**, An Ordinance of the Homer
City Council Amending Homer City Code 21.40.070, Requirements, Regarding Standards for
Impervious Coverage in the Bridge Creek Watershed Protection District. Planning. Written
public comments.

Mayor Wythe called for a motion for the approval of the agenda as amended.

ROBERTS/ZAK - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Mike McCarthy, city resident, spoke on Resolution 15-066. Kachemak Drive Phase III residents met with Carey last week and the consensus is they want both water and sewer at the same time. It will be less disruption of the ground and hopefully the lines can be done with directional drilling at a cost equal to or less than trenching. He asked for an addition to the resolution to coordinate the two projects at the same time.

George Matz, Homer resident, approves of Resolutions 15-064 and 15-065. Resolution 15-064 will benefit international awareness and have impacts on visitation and funding for conservation programs. He sent the resolution to national shorebird biologists with the possibility of bringing people to the Shorebird Festival for training.

Kathy Hill, Homer resident, commented on Homer's nice appearance this summer. She asked that the existing public safety building plans be used for PR work for a new building. She opposes Ordinance 15-18 and doesn't want the HPD and HVFD dismantled.

Cheryl Tolman, Homer resident, thanked the Council for taking her request to defer assessments on split lots on Kachemak Drive via Resolution 15-063.

David Raskin, President of Friends of National Wildlife Refuge, is pleased to see the Council is adopting Resolution 15-064 as it is important for shorebirds who have seen an 80% to 90% decline of populations.

Beauregard Burgess, city resident, spoke for himself and his father on Resolution 15-066. Shellfish residents are being charged a larger amount than the City has to pay. It is not a special assessment district, but rather an improvement designed to benefit the overall cost structure of the rest of the system, to service a one million gallon water tank in his neighborhood. There is no rationale for the sewer requirement before hooking up to water since people have already installed septic systems.

Scott Adams, city resident, commented on the Public Safety Building Review Committee meeting of July 1. The building is not a well thought out plan. At the meeting they refused to change the location, design, and to discuss the cost. The money could be used for a better means than for a building that won't be built with the lack of State and local money. He asked that gas assessments be changed to July instead of September.

Ted Schmidt, city resident, expressed reservations about the public safety building. The public has been vastly ignored. He is not for the city giving away its control of any portion of the beach for any other purpose. He wants to know where the Council stands on access to the beach by private property owners. He is frustrated we are not protecting public access to beaches and letting private interest groups take control. He supports the Shorebird. Council puts money into the Chamber of Commerce to advertise and it is a conflict of interest. They are promoting one use and discounting others.

Rika Mouw, city resident, spoke on Resolution 15-066. The majority of Kachemak Drive property owners are on board for water and sewer improvements. She supports Resolutions 15-064 and 15-065 and what the Parks and Recreation Advisory Commission has done for the last seven months.

Adele Person, Homer resident, echoed Rika Mouw's comments that the Parks and Recreation Advisory Commission has done a fabulous job taking testimony over seven months from a wide array of interest groups. It will be hard to articulate a solution to the problems.

Maryann Aplin, speaking for Alaska Maritime National Wildlife Refuge, supports Resolution 15-064 and thanked the Council for their work. She appreciates the Council's support to the Chamber of Commerce to market the Shorebird Festival which brings dollars to the community.

RECONSIDERATION

- A. **Ordinance 15-19(A)**, An Ordinance of the Homer City Council, Amending Homer City Code Chapter 9.16 to Revise HCC 9.16.040, HCC 9.16.100, and Add HCC 9.16.110 Repealing the Seasonal Sales Tax Exemption as Applied to Certain Categories of Nonprepared Foods, Including But Not Limited to Cakes, Cookies, Ice Cream, Candy,

and Chips. Lewis. Introduction June 15, 2015, Public Hearing and Second Reading June 29, 2015. Reconsidered by Councilmember Roberts June 29, 2015.

Mayor Wythe called for a motion to reconsider Ordinance 15-19(A).

LEWIS/BURGESS – SO MOVED.

Councilmember Burgess was not present when Ordinance 15-19(A) was heard, therefore, he would like to bring it back for sake of discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Ordinance 15-19(A) was heard under Ordinances.

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 June 29, 2015. City Clerk. Recommend adoption.
- B. **Memorandum 15-109**, from Mayor, Re: Appointment of Lindianne Sarno to the Cannabis Advisory Commission.
- C. **Ordinance 15-26**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Public Library Assistance Grant for FY 2016 in the Amount of \$6,650 for Books and Library Materials, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Library Director. Recommended dates: Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015.

Memorandum 15-114 from Library Director as backup.

- D. **Ordinance 15-28**, An Ordinance of the Homer City Council Repealing and Reenacting Homer City Code Chapter 18.12, Municipal Property Sales, Regarding the Methods and Procedure for Disposing of Interests in Real Property Owned by the City. City Manager. Recommended dates: Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015.

Memorandum 15-123 from City Manager as backup.

- E. **Resolution 15-057**, A Resolution of the Homer City Council Awarding the Contract for the Waste Water Treatment Plant Clarifier Flight Refurbishment Project to the Firm of Metalizing, Inc. of Kenai, Alaska, in the Amount of \$22,863 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 15-111 from Public Works Director as backup.

- F. **Resolution 15-058**, A Resolution of the Homer City Council Awarding the Contract for the Old Town Speed Hump Installation Project to the Firm of Gregoire Construction of Homer, Alaska, in the Amount of \$13,440 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 15-112 from Public Works Director as backup.

- G. **Resolution 15-059**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for an Insurance Benefit Broker and Consulting Services to the Firm of Wells Fargo Insurance Services USA, Inc. of Seattle, Washington, in the Amount of \$25,000 Annually for a Three-Year Term and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum 15-113 from Personnel Director as backup.

Moved to Resolutions.

- H. **Resolution 15-060**, A Resolution of the Homer City Council Awarding a Sole Source Contract for the Public Works Storage Shed Foundation Installation to the Firm of Techno Metal Post Alaska of Homer, Alaska, in the Amount of \$25,063 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

- I. **Resolution 15-062**, A Resolution of the City Council of Homer, Alaska, Urging the Alaska Congressional Delegation to Engage in Negotiations With the U.S. Navy to Change Training Exercises in the Gulf of Alaska. Lewis. Recommend adoption.

- J. **Resolution 15-064**, A Resolution of the City Council of Homer, Alaska, Supporting the Inclusion of City-Owned Property in Beluga Slough Into the Eastern Hemisphere

Shorebird Reserve With the Exception of the Public Works Complex. Lewis. Recommend adoption.

Memorandum 15-115 from Deputy City Planner as backup.

- K. **Resolution 15-065**, A Resolution of the City Council of Homer, Alaska, Supporting Responsible Dog Ownership by Installing Dog Waste Bag Dispensers at Public Buildings, Trails and Parks, and Encouraging Other Agencies and Businesses to Do the Same, and by Purchasing Individual Dog Waste Bag Dispensers to Provide to the Public and Encourage Local Businesses to Stock Baggie Supplies and Dispensers. Roberts. Recommend adoption.

Memorandum 15-116 from Deputy City Planner as backup.

- L. **Resolution 15-066**, A Resolution of the Homer City Council Establishing Conditions Under Which Benefitted Property Owners Will Be Allowed to Connect to the Proposed Kachemak Drive and Shellfish Avenue/South Slope Drive Water Mains Being Installed as Part of Homer Water Storage/Distribution Improvements (Phase I). City Manager/Public Works Director. Recommend adoption.

Memorandum 15-117 from Public Works Director as backup.

Moved to Resolutions.

- M. **Resolution 15-067**, A Resolution of the Homer City Council Accepting an ADEC Municipal Matching Grant (MMG #40909) for the Water Storage and Distribution Improvement Project (Phase I), Accepting the Responsibility to Operate and Maintain the Improvement, Agreeing to the Terms and Conditions of the Grant, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Moved to Resolutions.

- N. **Memorandum 15-118**, from Finance Director and Public Works Director, Re: Water and Sewer Rate Recommendations for 2015.

Moved to New Business.

Items G, L, and M, Resolutions 15-059, 15-066, 15-067 were moved to Resolutions, Items C, D, and E. Burgess. Item N, Memorandum 15-118 was moved to New Business, Item B. Burgess.

Mayor Wythe called for a motion for the approval of the recommendations of the consent agenda as amended.

BURGESS/REYNOLDS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

A. Blue Crest Energy, Inc.

Larry Burgess, Health, Safety, and Environmental Manager for Blue Crest Energy, Inc., provided a PowerPoint of the oil drilling project six miles north of Anchor Point. They have 100% lease ownership in the Cosmopolitan Unit and over \$112M invested in the unit to date. There is an emphasis on personnel safety and environmental integrity and sensitivity. Oil is being drilled from the shore, 2 to 5 miles offshore. The 38-acre pad is complete and has a 14 ft. tall berm and 100 ft. wide portion at the bottom to minimize noise and light for the neighbors.

A new rig is being built and will be barged from Houston, Texas. There is potential for a gas well next year offshore. The first oil is anticipated in the first quarter of 2016 with an estimated 17,000 barrels of oil per day. Oil will be trucked to the Tesoro refinery. A traffic impact study shows at peak production they could have one truck per hour on the road. It is not enough to trigger changes to the highway with DOT.

Blue Crest will offer employment opportunities: 200 construction, 160 drilling, and 35 people in operations. They will start drilling in March 2016. The company has done community outreach throughout the area and has sufficient capitalization.

Mayor Wythe called for a recess at 6:58 p.m. and reconvened the meeting at 7:05 p.m.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

A. **Mayor's Proclamation**, Hospice of Homer Day - August 8, 2015 and Hospice of Homer Week - August 2 - 8, 2015

Mayor Wythe read and presented the proclamation to Hospice of Homer Board Members Michael Hawfield, Beth Graber, and Pam Breckenridge.

B. Borough Report

Assembly Member Kelly Cooper reported tomorrow the Assembly will consider an ordinance to change the boundaries for the hospital service area for Seldovia, Nanwalek, and Port Graham. A public hearing was held there and the public feedback was not positive, so she will not support the ordinance. Another ordinance is to amend the north boundary for South Peninsula Hospital bringing the boundary 1.5 miles north of the Ninilchik River Bridge by Barber Drive. That would equate to \$122,000 in lost revenue if the boundary changes. She will oppose that ordinance as well. There was public hearing last week for Ninilchik residents and central area members who would be gaining that service area. No one showed up for the meeting. The Borough Health Care Task Force will be looking at ways to reduce healthcare costs, what the service areas look like, and whether there will be borough-wide hospital powers. Bill Smith is on the task force with her. If anyone would like to testify to Ordinance 2015-20 on the north boundary change, the annex office will be open tomorrow at 6:00 p.m. The Borough's Marijuana Task Force has been meeting regularly and providing input to the State. There is another group reviewing the entire tax code. Assembly Member Cooper met with Katie last week about declining revenues and how we could work together. We are looking at all the excluded groups throughout the code, senior exemptions, sales tax cap from \$500 to \$1,000, and sin tax on alcohol and cigarettes. She thanked the Council for the Town Hall meeting last week and looks forward to hearing the results.

C. Commissions/Board Reports:

1. Library Advisory Board

Terry Smith, Library Advisory Board Member, reported at the last meeting Pat Brown was elected as chair and Amy Alderfer as vice chair. The LAB is proposing a 5:30 p.m. meeting start time. The Library's summer reading program wrapped up with an ice cream social. The teen programs end this week. It has been a good summer with nearly 12,000 people in the Library last month. There were two parties to clean up the western lot and the local neighborhood is using the area appropriately now. Ms. Smith worked at the library last year as the summer hire to handle the crowds. The library is a popular place as it thrives in the summer and winter.

2. Homer Advisory Planning Commission

a. Minutes of June 17, 2015

3. Economic Development Advisory Commission

- a. Memorandum 15-097 from Deputy City Clerk, Re: Recommendation Regarding Affordable Housing
- b. Memorandum 15-099 from Deputy City Clerk, Re: Recommendation Regarding Special Assessment Districts Levy of Assessment After Subdivision

Pat Brown, Economic Development Advisory Commission Chair, reported Mike Barth has resigned and taken over the position with the hockey association. The EDC is greatly concerned about the economic development of our city. The EDC was tasked by the Council to look at affordable housing. They chose to focus on building our community of those people that would move to our area and invest in it. The most popular group is young couples that would start and raise families and continue to stay in the city and utilize all the benefits. They looked at many ways to provide an incentive. They reviewed large cities and smaller ones. About 3% of the budget for a building complex is infrastructure for water, sewer, gas, and electric. An incentive would be for someone to build on undeveloped property. In the long run it would provide additional resources, a strong structure, and stable tax base for the city.

For those opposed to oil development the EDC asks them to donate their PFD to Hospice of Homer. One of our greatest resources we have is the Chamber of Commerce. We need to have our table at the international economic development conference in Anchorage. We are barely getting by with less than \$80,000 a year and it has been cut in half to about \$40,000.

Asked why the EDC was targeting new development only, Commissioner Brown answered it is undeveloped land and limiting it to families allows affordable housing. Several cities have tried one, three, and seven years' tax deferment. The program will take time to get the word out. Asked how it will affect real estate and the realtor's thoughts on the plan, Commissioner Brown answered building a new house makes it unique and attractive. The focus is not to compete with the existing housing market, but to develop idle land and provide a stable tax base down the road. High end buildings would be allowed 3% for infrastructure. The focus is not on who is building the building, it is on the building itself.

4. Parks and Recreation Advisory Commission

Robert Archibald, Parks and Recreation Advisory Commissioner, reported the commission has been dealing with the beaches. They have spent a lot of time and received a vast difference of opinions in the community to include property rights, critical habitat, and regulations on the books. The Commission's recommendations are before the Council. It is not an easy problem along with the budget constraints. The Commission recommended membership to the State Parks and Recreation Association who will be meeting here this fall. Councilmember Lewis will bring an ordinance forward at the next meeting on the beach

policy. One recommendation is to close access on Bishop's Beach to vehicles. An overwhelming majority urged the commission not to limit beach access.

5. Port and Harbor Advisory Commission
 1. Port and Harbor Advisory Commission Monthly Activities Report by Commissioner Howard.

6. Cannabis Advisory Commission

Councilmember Burgess reported the commission agreed to their bylaws, and have been monitoring State regulations. They met with the city attorney at their last meeting to go over regulations and have roughed out a timeline. There is a Worksession with the Council on August 10th. It is a good group with diverse ideas and their meetings are efficient.

PUBLIC HEARING(S)

- A. **Ordinance 15-08(S)**, An Ordinance of the Homer City Council Amending Subsection (C) of Homer City Code 21.50.020, Site Development Standards – Level One, and Subsection (A) of Homer City Code 21.50.030, Site Development Standards – Level Two, to Require Revegetation of Exposed, Cleared, Filled and Disturbed Soils by August 31st or Within 9 Months, Whichever Comes First. City Manager/Planning. Introduction April 13, 2015, Referred to Planning Commission April 13, 2015, Public Hearing and Second Reading July 27, 2015.

Memorandums 15-048 and 15-098 from City Planner as backup.

Mayor Wythe opened the public hearing.

Donna Aderhold, city resident, thanked Council for taking this on. She is concerned with the big evasive plant problem in the city.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 15-08(S) by reading of title only for second and final reading.

LEWIS/BURGESS - SO MOVED.

BURGESS/VAN DYKE – MOVED TO AMEND LINES 32 THROUGH 33 THE WORDS STARTING WITH “OR RESEEDED BY THE NEXT AUGUST 31ST, WHICHEVER COMES FIRST”; I MOVE TO STRIKE THOSE WORDS FROM THE ORDINANCE.

Councilmember Burgess commented nine months from start of building is a reasonable time frame to wrap up the project and hydroseed or reseed with native vegetation. The ordinance is designed to minimize erosion and invasive species. As the ordinance is written if someone digs a hole in mid-August a week later they need to revegetate regardless of the status of their project.

Councilmember Roberts expressed opposition to the amendment as people could opt for native revegetation where they don't do anything. The ordinance says if native revegetation does not return then the next year you need to work on seeding. It is flexible enough that people will not have to reseed on August 31st.

Councilmember Burgess commented the interpretation is subjective and if brought into effect it would be a city enforcement officer who would decide.

Councilmember Reynolds commented the “or” is important because if the native vegetation hasn't taken over within nine months then you need to reseed. If you start on August 30th you have until nine months later.

City Attorney Klinkner suggested the clause on line 33 “whichever comes first” could be eliminated so the reseeded by the next August 31st is an alternative after the nine months has elapsed rather than the one that has to happen before the nine months elapses.

VOTE: (amendment) YES. BURGESS, VAN DYKE

VOTE: NO. LEWIS, ROBERTS, REYNOLDS, ZAK

Motion failed.

LEWIS/BURGESS – MOVED TO AMEND TO ELIMINATE ON LINE 33 THE WORDS “WHICHEVER COMES FIRST.”

There was no discussion.

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

Motion carried.

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

Motion carried.

- B. **Ordinance 15-20**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating an Alaska Department of Environmental Conservation Municipal Matching Grant in the Amount of \$1,922,577 and Authorizing a 30% Matching Requirement From the Homer Accelerated Water And Sewer Fund (HAWSP) in the Amount of \$576,773.10 for the Purpose of Completing the Water Distribution/Storage Improvement Project and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Introduction June 29, 2015, Public Hearing and Second Reading July 27, 2015.

Councilmember Burgess previously declared a conflict of interest and was recused from participation.

Mayor Wythe opened the public hearing.

Scott Adams, city resident, commented most developments for water and sewer are LIDs. If the Shellfish, South Slope, and Kachemak Drive projects are not, they should not be included in this program.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 15-20 by reading of title only for second and final reading.

ZAK/LEWIS - SO MOVED.

The intention of Public Works was to complete the water system to remove dead ends and make it more connected. The improvement will benefit the whole water system, not just those that will be upgraded.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Burgess returned to his seat.

- C. **Ordinance 15-23**, An Ordinance of the Homer City Council Amending Homer City Code 21.40.070, Requirements, Regarding Standards for Impervious Coverage in the Bridge Creek Watershed Protection District. Planning. Introduction June 29, 2015, Public Hearing and Second Reading July 27, 2015.

Memorandum 15-100 from City Planner as backup.

Mayor Wythe opened the public hearing.

Bill Smith, Homer resident, served on the Planning Commission when Bridge Creek Watershed Protection District (BCWPD) was developed. The commission put a lot of thought in how to apply scientific standards about impervious coverage and the impact on water quality. He submitted a letter to the Council stating he is in favor of a number of parts, but it is troubling to count structures as 90% impervious; that is an amount used by engineers to calculate the run-off in culverts and ditches. The ordinance misses the point in the BCWPD; we are estimating impact of water quality, not storm water run-off.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Ordinance 15-23 by reading of title only for second and final reading.

ROBERTS/REYNOLDS - SO MOVED.

BURGESS/LEWIS – MOVED TO AMEND TO REMOVE LINES 41, 42, 43, AND 44.

There will be no replacement; the ordinance will stick with the current standards.

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

Motion carried.

ROBERTS/LEWIS - MOVED TO AMEND TO REINSTATE LINES 46 TO 49.

Lines 46 to 49 will become item C.

City Planner Abboud advised the Council the purpose is for lots eligible for 6.2% coverage. Currently you have to go to the Planning Commission to have your whole driveway excluded or not. There are no standards to determine who deserves 100% other than going to the Planning Commission for their vote. The ordinance gives him a defined measure he can do in his office. If someone wants to have driveway over their whole lot who is he to say no, he would tell the person you just have to have a good mitigation plan. It doesn't matter what the impervious is.

Councilmember Burgess didn't want to reinstate the stricken items as they were specific to walkways and structures. There is no reason to allow structure to be considered partially impervious. A driveway can be considered up to 50% impervious at the discretion of the Planning Commission.

Mayor Wythe asked Councilmember Burgess if he was an owner of property in the BCWPD. Councilmember Burgess answered he owns property through a company and it has been previously ruled he had no conflict.

City Planner Abboud told the Council it will be easier to define the percentages of impervious coverage for structures and driveways. Seventy percent (70%) is the usual impervious coverage for a driveway.

The letter from Bill Smith was read regarding impervious coverage on walkways and driveways.

City Planner Abboud told the Council if someone asked for 100% for a driveway he is unsure what standard to ask the applicant to prove to the Planning Commission if it is not in code.

VOTE: (amendment) YES. ROBERTS, ZAK, BURGESS, VAN DYKE

VOTE: NO. REYNOLDS, LEWIS

Motion carried.

LEWIS/ZAK - MOVED TO AMEND TO ADD LINES 41 - 44 WITH 100% IMPERVIOUS IN STRUCTURES.

Councilmember Burgess commented the Council voted to reduce runoff issues, but in the watershed which is the most critical erosion and we are trying to meet a standard of water quality, not just storm water attention. We agree structures are 100% impervious, but an arbitrary percentage figure is being selected for driveways and walkways. Currently the burden of proof is on the developer and mitigation plan, which is subjective. It should be reviewed by the Planning Commission.

City Planner Abboud advised 70% impervious is used in the standard gravel pathway which is in the engineering standard book.

Councilmember Roberts pointed out reinstating lines 41 - 44 will make it more difficult since we are putting a 70% impervious limit on driveways and pathways. In the old language that standard was not applied for calculating impervious coverage on lots smaller than 2.5 acres driveways and pathways may be partially or fully excluded. Adding the 70% impervious coverage will limit development on the lots.

Councilmember Lewis recommended his motion be voted down and we postpone the ordinance for further discussion. We should not be making amendments without the experts here to discuss this.

VOTE: (amendment) YES.

VOTE: NO. REYNOLDS, ROBERTS, VAN DYKE, ZAK, BURGESS, LEWIS

Motion failed.

LEWIS/ROBERTS - MOVED TO POSTPONE TO A WORKSESSION SO WE ARE NOT AMENDING IT ON THE FLY.

Planner Abboud can review the ordinance with the Planning Commission to see if they wish to make a change based on the Council's discussions.

Councilmember Burgess expressed opposition to the postponement. If we pass the ordinance as written it can be amended later. We don't waste the Planning Commission's work.

City Clerk Johnson advised a date certain of September 14 instead of leaving the postponement open ended.

VOTE: (postponement) YES. LEWIS, ZAK

VOTE: NO. VAN DYKE, REYNOLDS, ROBERTS, BURGESS

Motion failed.

REYNOLDS/ZAK - MOVED TO REFER TO THE PLANNING COMMISSION TO RE-PRESENT THE ORDINANCE WITH MORE DEFINITION AROUND THE IMPERVIOUS STANDARDS AND ASK THEM TO BRING IT BACK TO US AT THE SEPTEMBER 14TH MEETING.

VOTE: (refer) YES. ZAK, VAN DYKE, REYNOLDS

VOTE: NO. BURGESS, LEWIS, ROBERTS

Mayor Wythe broke the tie vote with a YES vote.

Motion carried.

- D. **Ordinance 15-24**, An Ordinance of the Homer City Council Enacting HCC 2.52.080, Correctional Officer Qualifications, Regarding the Qualification and Certification of City Correctional Officers. City Manager. Introduction June 29, 2015, Public Hearing and Second Reading July 27, 2015.

Memorandum 15-090 from Police Chief as backup.

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

Mayor Wythe called for a motion for the adoption of Ordinance 15-24 by reading of title only for second and final reading.

BURGESS/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- E. **Ordinance 15-25**, An Ordinance of the City Council of Homer, Alaska, Re-Appropriating the 2003 Allocation From the Alaska Department of Community and Economic Development as Fisheries Revitalization Aid for the Purpose of Refurbishing a Fish Dock Crane. City Manager/Port and Harbor Director. Introduction June 29, 2015, Public Hearing and Second Reading July 27, 2015.

Memorandum 15-089 from Port and Harbor Director as backup.

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

Mayor Wythe called for a motion for the adoption of Ordinance 15-25 by reading of title only for second and final reading.

LEWIS/BURGESS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- F. **Resolution 15-061**, A Resolution of the City Council of Homer, Alaska, Selecting Option A as the Preferred Alternative for Waddell Way Road Improvements. City Manager.

Memorandum 15-106 from Planning Commission as backup.

Mayor Wythe opened the public hearing.

Donna Aderhold, city resident, is opposed to the extension of Waddell Way as a road instead of a trail due to the impacts to the Glacierview Subdivision. She appreciates the inclusion of bike lanes on both sides of the road and a sidewalk. She asked the Council to evaluate the potential for the road to increase traffic on Grubstake Avenue by people thinking that the road goes through. Signage may be needed to reduce the problem. At the Heath Street intersection there should be some transition so drivers and bicyclists know what bicyclists

are going to do since there are no amenities on Heath Street. It would be beneficial for the Council to hear from the public in an open house setting, less formal than before the Council or the Planning Commission.

Ted Schmidt, Homer resident, asked if the soil condition has been improved. He recalled about 15 years ago there was a lawsuit over HEA and the terrain was mitigated.

Mayor Wythe closed the public hearing.

Mayor Wythe called for a motion for the adoption of Resolution 15-061 by reading of title only.

ROBERTS/REYNOLDS - SO MOVED.

Councilmember Lewis asked if we will eventually punch through Grubstake to Main. We had talked about the transportation corridor going all the way through. Health Street is already a zoo from Poopdeck south. Another thru street will create a bigger mess.

The Council reviewed the maps. This is for phase 1 and each phase will require a vote.

Councilmember Reynolds noted increasing the amount of roads increases the demand for roads and increases traffic. It shifts or creates more congestion since people think they have another way through.

Option A is a lower cost and puts traffic onto Grubstake instead of on Bonanza.

VOTE: YES. LEWIS, BURGESS, ROBERTS, REYNOLDS, ZAK, VAN DYKE

Motion carried.

ORDINANCE(S)

- A. **Ordinance 15-19(A)**, An Ordinance of the Homer City Council, Amending Homer City Code Chapter 9.16 to Revise HCC 9.16.040, HCC 9.16.100, and Add HCC 9.16.110 Repealing the Seasonal Sales Tax Exemption as Applied to Certain Categories of Nonprepared Foods, Including But Not Limited to Cakes, Cookies, Ice Cream, Candy, and Chips. Lewis. Introduction June 15, 2015, Public Hearing and Second Reading June 29, 2015. Reconsidered by Councilmember Roberts June 29, 2015.

Reconsidered under Reconsideration.

Mayor Wythe called for a motion for the adoption of Ordinance 15-19(A) by reading of title only for second and final reading.

LEWIS/ROBERTS - SO MOVED.

The ordinance will redefine certain items not considered nonprepared food and define them as prepared food.

City Attorney Klinkner confirmed that is the effect of the ordinance. The title can be altered to define the items as prepared food; the question is whether they are taxable or not.

BURGESS/ROBERTS - MOVED TO AMEND THE TITLE AFTER THE PERIOD ON LINE 11 TO SAY "AND DEFINING THESE ITEMS AS PREPARED FOODS."

The amendment will clarify that the items are prepared food and should be taxed.

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

Motion carried.

Mayor Wythe called for a recess at 8:32 p.m. and reconvened the meeting at 8:35 p.m.

ROBERTS/LEWIS - MOVED TO AMEND ORDINANCE 15-19(A) IN FOUR PLACES: ON LINE 26 REMOVE "NONPREPARED FOODS" AND REPLACE IT WITH "THESE ITEMS;" ON LINE 32 REMOVE THE WORD NONPREPARED; LINE 38 REMOVE THE WORD NONPREPARED; LINE 70 TO READ: SALES OF THE FOLLOWING "PREPARED FOOD" PRODUCTS SHALL BE"...

Attorney Klinkner reviewed the amendments and found them appropriate.

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

Motion carried.

Attorney Klinkner was asked if we would be causing an issue with the Borough's Ordinance 2008-28 with the amendment on line 38 to remove "nonprepared." Attorney Klinkner answered the amendment would be fine.

VOTE: YES. ROBERTS, REYNOLDS, LEWIS, BURGESS, VAN DYKE

VOTE: NO. ZAK

Motion carried.

B. **Ordinance 15-27**, An Ordinance of the City Council of Homer, Alaska, Providing a Procedure for the Council to Consider Whether to Exclude Certain Properties From the Homer Natural Gas Distribution Special Assessment District. Burgess. Recommended dates: Introduction July 27, 2015, Public Hearing and Second Reading August 10, 2015.

Mayor Wythe declared her continued conflict of interest in natural gas line related issues and passed the gavel to Mayor Pro Tempore Roberts.

Mayor Pro Tempore Roberts called for a motion for the adoption of Ordinance 15-27 for introduction and first reading by reading of title only.

BURGESS/REYNOLDS - SO MOVED.

Councilmember Burgess brought the ordinance forward with the help of the city attorney and city manager to address exemptions that slipped through the cracks. It provides an 18-month window for parcels that are not served by natural gas who did not meet the initial criteria. They will have an opportunity to come before Council for their day in court.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Pro Tempore Roberts returned the gavel to Mayor Wythe.

CITY MANAGER'S REPORT

- A. City Manager's Report
 - 1. Memorandum 15-125 from Public Works Superintendent, Re: Dump Truck Replacement
 - 2. Memorandum 15-122 from Public Works Director, Re: Update – Cost Savings for City Buildings Switch to Natural Gas

Demand for Recovery of Preference Payments (Buccaneer)

City Attorney Klinkner sent a response to the letter soliciting re-payment of services Buccaneer incurred at the Homer Port and Harbor on June 30. In the letter, Attorney Klinkner demonstrates that the payments were for debt incurred by Buccaneer in the ordinary course of business and thus exempt. I am hopeful that many of Homer's small businesses that are affected can make the same claim. See attached letter Re: Buccaneer Resources

Interest in Re-opening West Eagle Site for Oil and Gas Exploration

The Department of Environmental Conversation sent the City notice that they have begun review of an Oil Discharge Prevention and Contingency Plan for Aurora Gas, LLC at the West Eagle site. A copy of their draft review plan will be submitted to the Clerks at City Hall on July 31 and available for public review and comment for 30 days. Yes, this is the same site Buccaneer abandoned in early 2014 twenty miles out East End Road off of Basargin. See attached letter from DEC Re: Aurora Gas, LLC Oil Discharge Prevention and Contingency Plan for Cook Inlet Area Operations.

Town Hall

We had great participation on Monday July 20 at the Town Hall, despite the beautiful weather. About 100 people attended and gave input on the level of importance and the level of service for City services. There were also some interesting responses regarding revenue generation. Staff will prepare a presentation on the Town Hall and online survey during the Committee of the Whole August 10. In the meantime, people can still share their opinion and priorities online by taking the brief 'closing the gap' survey. Survey will be open through August 4th.

Bryan Hawkins appointment to the Cook Inlet Harbor Safety Committee

Port and Harbor Director Bryan Hawkins was appointed to a 3-year term on the newly formed Cook Inlet Harbor Safety Committee (HSC). The HSC was born out of a Cook Inlet RCAC risk assessment for Cook Inlet commissioned after the Seabulk Pride grounding in 2006. The HSC is a group of industry professionals that will advise the USCG Captain of the Port on specific maritime safety issues. This management method has proven to be very effective in other major US waterways. The City is pleased to have representation on the Committee that can keep protecting Kachemak Bay and Cook Inlet a top concern given the large volume of vessel traffic and sensitive cargo it carries. See press release from Cook Inlet HSC.

Fleet Reserves

A number of emergent needs have surfaced for the fleet reserves. This is concerning, because reserves have not been funded in 3 years. In some cases, the purchase would wipe the reserve fund out. In others, there is not even enough in the fund to cover debt repayment on existing purchases. The impact of not funding the reserves is being felt, and at time when meeting the operating budget expenditures will be challenging. It would be my preference to deal with these equipment replacement issues in 2016 with the passage of a new budget. However, in some cases, it will be very expensive, inconvenient and inefficient to wait.

Dump Truck

Public Works is in desperate need of a new dump truck after their second truck they have been nursing along finally quit on them. Public Works Superintendent Gardner outlined options in the attached memo.

Amount in Public Works Fleet Reserve: Negative \$42,801 (street sweeper payment)

Ambulance

For the last few years a replacement ambulance (\$180,000) has been on the Capital Improvement Plan. The HVFD has secured partial funding from a State of Alaska Code Blue grant (\$70,000). Chief Painter was informed that Code Blue has additional funds they could put towards the ambulance (estimate not to exceed \$25,000), however they need a commitment from the City that we could come up with the remaining \$85,000 (50%).

Amount in Fire Fleet Reserve \$116,998

Police Car

According to best practices, the City should be buying one new vehicle annually to maintain the fleet. As you know, the City has not been able to maintain that replacement schedule in a long time; consequently the Department is running vehicles with well over 100,000 miles on them. This is almost unheard of in the public safety business. The City is replacing engines, transmissions and other major parts to keep these old vehicles on the road.

Amount in Police Fleet Reserve: \$17,031

Beach Policy Recommendations

The Parks and Recreation Advisory Commission has been working for months on Beach Policy recommendations. They presented these to the Council at the June 29th meeting. Recommendations regarding dog waste and the Western Hemisphere Shorebird Reserve have been brought forward by Councilmembers at this meeting. However, the Commission is requesting leadership from the Council on the most controversial issue, vehicle use.

The Commission's recommendation is to close the beach to vehicles. Staff can write a resolution for Council to amend the Beach Policy to do this, which would be followed by a technical ordinance at a later date from the City Attorney. If a Councilmember would like to sponsor such legislation, please let me know and staff will work on draft language.

Float Debris

This spring members of the public brought to the City's attention a number of floats that had washed up on area beaches. The floats were from the Seldovia and Homer Harbor float replacement projects. Floats were given by the contractor hired to do the replacement to members of the public who did not secure them appropriately. In response, the City placed a dumpster above the commercial barge ramp for the public to place flotation debris and encouraged people to contact the Harbormaster if disposing of large debris to coordinate proper disposal.

Recently, the City touched base with Ginny Litchfield from the Division of Habitat who has surveyed the Bay for debris. She reported that much of the debris has been cleaned up and appreciated the disposal help from the Harbor and efforts of the public and cleanup. Habitat is taking an inventory of any remaining float debris. In turn they are directing people who have brought in debris to contact the Harbormaster's office to coordinate proposer disposal. In the fall we will have an opportunity to reassess the situation. It has been a collaborative process. I appreciate the effort of Habitat and the individuals around the bay who have taken the initiative to bring the debris to a proper resting place in the landfill.

Next Time

Port and Harbor Director Hawkins has instituted policy for float replacement projects to avoid this problem in the future. All city float projects will require the contractor to:

- Remove old floats from the Harbor for 3 weeks to kill any growth
- Remove un-coated Styrofoam – dispose of in landfill
- Replace flotation with coated sealed billets

The contractor will be responsible for meeting these requirements or disposing of the floats in the landfill. It is a delicate balance, if floats are thrown away the Harbor gets criticized for not letting them be repurposed.

Lillian Walli Land Sale

Staff is moving forward with the necessary steps to sell the 7 City of Homer properties in the Lillian Walli subdivision. We have done title searches on the property and are waiting for them to be appraised. Estimate is that I will be able to bring a Resolution outlining the terms and conditions of the sale and initiating the process at the second meeting in August.

Open Government Software

Finance Director Li has looked into open government software as a way to provide financial data on the City website in the interest of more responsive and transparent government. Open government software is internet (cloud) based software that displays financial data on the City website.

Benefits of "OPEN DATA"

1. Makes government data more user friendly and intuitive for both internal and external clients
2. Makes data more transparent; increases efficiency for users as well as data providers; and sparks creativities for employing more ways of using data.
3. Promotes a higher level of engagement and trust with constituents

Director Li is proposing to contract with a firm, Socrata, for a 6-month pilot project at a promotional rate (\$3000), after which we would decide if the service is useful to the public and we have the capacity to maintain it.

City Manager Koester highlighted items in her report to include the Oil Discharge Prevention and Contingency Plan submitted by Aurora Gas, LLC for exploration on the site twenty miles out East End Road off Basargin. The plan may be viewed at the Clerk's office.

The Town Hall meeting was successful and we appreciate the participation. For public members that want to weigh in on the City's budget, the online survey is offered on the City's homepage until August 4th. To date there have been 458 responses.

City Manager Koester congratulated Harbormaster Bryan Hawkins for his appointment to the Cook Inlet Harbor Safety Committee. The committee will advise the City on large vessel traffic in Kachemak Bay and Cook Inlet. It is important that the City be represented on the committee.

There are a number of fleet needs and we have been delaying putting money in reserves. A dump truck is needed for Public Works; the truck is beyond repair. It will cost \$125,000 to

\$130,000 for a new dump truck. There is currently no funding in Public Works reserves. The Fire Department needs a new ambulance. We have half of the amount secured in State grant funding. There is need for a police car too. She is trying to delay these to the regular budget process so the Council may look at all the needs.

City Attorney Klinkner suggested financing the vehicles on a 3, 5, or 7-year plan on a tax-exempt interest rate.

Councilmember Van Dyke indicated he talked to City Manager Koester earlier about the ambulance and the possibility of clubs (such as the Lions Club) purchasing the ambulance. The Lions Club bought Wrangell an ambulance due to the need. For short term needs he suggested contracting with a local to help out with a dump truck. The federal government and State of Alaska have surplus vehicles. We may be able to find the vehicles through that source.

City Manager Koester answered a dump truck rents for \$5,000 a month and may not be available this time of year. Public Works has been weighing options.

Councilmember Burgess would like more information on the open source financial data. He commended the Finance Director for bringing the item forward. He would be happy to sponsor an ordinance at the next meeting for the ambulance purchase since it is an essential service.

B. Bid Report

CITY ATTORNEY REPORT

A. City Attorney Report – June 2015

City Attorney Klinkner reported he has not received any feedback for resolution of the assessment roll for condominiums in the natural gas special assessment district.

COMMITTEE REPORT

A. Public Arts Committee

B. Permanent Fund Committee

C. Employee Committee Report

D. Public Safety Building Review Committee

E. Vessel Haul-Out Task Force

PENDING BUSINESS

A. **Ordinance 15-18(S)**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2015 Capital Budget by Appropriating \$621,500 From the General Fund Fund Balance to the Public Safety Building Project Account to Fund the New Public Safety Building to 35% Design. Mayor. Introduction May 26, 2015, Public Hearing June 29, 2015, Second Reading July 27, 2015.

Ordinance 15-18(S-2), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2015 Capital Budget by Appropriating \$355,000 From the General Fund Fund Balance to the Public Safety Building Project Account to Fund the New Public Safety Building to Modified 35% Design.

Memorandum 15-007 from Public Safety Building Review Committee as backup.

Memorandum 15-074 from City Manager as backup.

Memorandum 15-124 from Public Safety Building Design Team and Public Works Director as backup.

Ordinance 15-18(S) was introduced at the May 26th meeting.

Mayor Wythe called for a motion to substitute Ordinance 15-18(S-2) for Ordinance 15-18(S).

BURGESS/LEWIS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Wythe called for a motion for the adoption of Ordinance 15-18(S-2) for second and final reading by reading of title only.

ROBERTS/BURGESS – MOVED TO ADOPT.

Councilmember Burgess recognizes the controversy in taking the project to the 35% design level. The amount to bring the project to design is almost cut in half due to the Mayor and staff's work. It will get the design to the shovel-ready stage. It is an expensive project and the funding climate is bleak in a tight fiscal environment. We have already spent hundreds of

thousands of dollars. The public safety building is a critical need; it has been the highest project on the CIP for a year and has been on the CIP for 10 years. He will be voting for this since he does not think the present fiscal climate will go on forever. He sees it as funding our reserves. We don't need to do anything with the project. Securing federal funding is probable. Although his vote is unpopular and it is election season, members of the public don't support any funding. In the long run it is in the best interest of the community. It is the right thing to do for response times and recouping the investment we have already made.

Councilmember Lewis has not found anyone in the public that says to spend the money. Reducing the amount is great and he hopes we are not going to spend money for a dump truck, ambulance, and police car. He requested that the old school not undergo demolition until we have the funding in hand.

Councilmember Reynolds voiced her approval of moving forward to the next stage since the amount has been reduced to \$355,000.

Councilmember Van Dyke called himself the most fiscal conservative here who hates spending money. He has looked at the project in all ways. Due to the situation the most prudent thing is to approve the design and get the building when the money comes around. He will be voting for it.

Councilmember Zak commented the majority of people he has talked to have told him no. Tonight we voted to tax ice cream, cake, and cookies. We heard public testimony about future costs and being able to pay for it. Thinking of future costs from a long term strategy it would be digging a hole. Now is the time to back out. The Chairman from the Public Safety Building Review Committee told us not to do this. At the Town Hall meeting a lot of people told him the public safety building was not a good thing, the location is not good, and we should scale back. Spending \$30M now is not the right time. We are talking about taxing food, we can't replace vehicles, and we can't do the public safety building at this time.

Councilmember Roberts will be voting for the ordinance. The \$355,000 is coming from a one-time piece of money from State Revenue Sharing. It is not ready to take to the voters for bonding. We are spending energy on the old HERC building and it is extremely expensive at \$90,000 a year. The City Manager provided the energy saving costs of 60% to 70% for city buildings converted to natural gas. Without spending money on HERC and a new energy efficient building we can find a way to afford the building.

Mayor Wythe commented she is always listening when the public is speaking. There are a lot of people that never show up here. There are a lot of people interested and have support for the projects that the City moves forward to the handful that come in here in opposition. At least 30 people and their families are interested in them working in a safe environment. The prisoners don't want to be in a filthy and nasty unmaintained facility. The work that the Public Safety Building Review Committee has done is no less diligent and has a far wider reach on the impact than if someone drives their car on the beach or not. Money comes in the

most unexpected moments and ways. We have missed funding opportunities for dozens of things in the last five years as we were not ready. She doesn't find it to be a threat regarding eliminating services. If the facilities become so dilapidated that they are no longer habitable you won't be able to provide the services and will be looking at alternative ways to provide the services. We have allowed this to go on long enough. The police station has been on the CIP for 20 years, as are all city facilities. You can't go on forever with duct tape and bailing wire. Pretty soon there is nothing left to weld or tape together. The committee did extensive due diligence on facilities, pricing, least cost to the community, and the public/private concept. When you have someone else build the building and you lease it you pay many times over the cost of construction and interest. She is thankful to the design team for coming forward with less cost to bring the project to 35% design. It will never get less expensive and unless we are not going to provide those services we have to find a way to make it financially feasible.

The Council discussed the cost of the project. The \$30M project is the upper end, but instead of steel and concrete it can be wood and plasterboard.

Mayor Wythe noted we have an estimate how much it costs to build an industrial building. We have no solid estimate on the cost of this and the more times we throw out \$30M to \$50M figures we are promulgating false information. The actual number will be known when we get to 35% design.

VOTE: YES. REYNOLDS, ROBERTS, VAN DYKE, BURGESS, LEWIS

VOTE: NO. ZAK

Motion carried.

NEW BUSINESS

- A. **Memorandum 15-110**, from City Clerk, Re: Deferred Assessment for Youngblood, Leasure, Conroy, and Petrosius for the Homer Natural Gas Special Assessment District.

Mayor Wythe declared her continued conflict of interest in natural gas line related issues and passed the gavel to Mayor Pro Tempore Roberts.

Mayor Pro Tempore Roberts called for a motion for the approval of deferred assessment payments for the natural gas special assessment district for Youngblood, Leasure, Conroy and Petrosius.

BURGESS/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Pro Tempore Roberts returned the gavel to Mayor Wythe.

- B. **Memorandum 15-118**, from Finance Director and Public Works Director, Re: Water and Sewer Rate Recommendations for 2015.

Mayor Wythe called for a motion for the approval of the recommendations of Memorandum 15-118.

LEWIS/BURGESS - SO MOVED.

As a member of the Water and Sewer Rate Task Force, Councilmember Burgess explained the rate structure the task force brought to the Council is a living document. Rates are plugged in for water and sewer funds, expenses, anticipated usage based on previous years, some added contingency for debt service, and conservation measures with a goal of a balanced budget. The water fund made a little surplus based on conservation and paid for its operating expenses; the sewer fund did not. Staff recommends keeping the rates the same, but it is not good fiscal policy to knowingly operate the enterprise at a loss. He suggested asking staff for a recommendation to increase sewer rates slightly.

ROBERTS/LEWIS - MOVED TO POSTPONE MEMORANDUM 15-118 TO THE NEXT MEETING AUGUST 10TH WITH A REQUEST TO STAFF TO RUN THE RATE MODEL AND PROVIDE THE INFORMATION AS TO WHAT THE PROJECTED RATES WILL BE UNDER THE MODEL.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

- A. **Resolution 15-056**, A Resolution of the City Council of Homer, Alaska, Noting the Insufficiency of the Petition for Mattox, Virginia Lyn, Fritz Subdivision Road Reconstruction and Paving Special Assessment District. City Clerk.

Councilmember Lewis declared he is a property owner in the proposed improvement district and requested excusal.

Mayor Wythe ruled Councilmember Lewis does have a conflict of interest and there was no objection from the Council. Councilmember Lewis exited his seat.

Mayor Wythe called for a motion for the adoption of Resolution 15-056 by reading of title only.

BURGESS/REYNOLDS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Lewis returned to his seat.

- B. **Resolution 15-063**, A Resolution of the Homer City Council Authorizing Deferred Assessments to the Homer Natural Gas Distribution Special Assessment District for Lots That Were Split as a Result of the Construction of Kachemak Drive. Van Dyke.

Memorandum 15-119 from City Manager as backup.

Mayor Wythe declared her continued conflict of interest in natural gas line related issues and passed the gavel to Mayor Pro Tempore Roberts.

Mayor Pro Tempore Roberts called for a motion for the adoption of Resolution 15-063 by reading of title only.

VAN DYKE/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Pro Tempore Roberts returned the gavel to Mayor Wythe.

- C. **Resolution 15-059**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for an Insurance Benefit Broker and Consulting Services to the Firm of Wells Fargo Insurance Services USA, Inc. of Seattle, Washington, in the Amount of \$25,000 Annually for a Three-Year Term and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

Memorandum 15-113 from Personnel Director as backup.

Mayor Wythe called for a motion for the adoption of Resolution 15-059 by reading of title only.

LEWIS/REYNOLDS – SO MOVED.

Councilmember Burgess commented the City has quite a bit of financial interaction with Wells Fargo. We deposit the vast majority of our funds with them and Wells Fargo provided a proposal when the City sought financing for the gas line. One of the strikes against their proposal was that deposit funds are leveraged in the event of a default on the loan. It is difficult to concentrate all of the City's financial services to one institution. He has had nothing but negative experience with Wells Fargo and they are not the most solvent of the large banks. Although it is for insurance services and they are the most responsive bidder he has an adverse feeling about going into business with organizations he has had negative experiences with.

City Manager Koester noted the other bid from Mercer was for \$43,000.

Councilmember Burgess noted Mercer is primarily a health care insurance provider and asked how badly we need the service.

City Manager Koester answered the Personnel Director would advocate for the expertise with benefits. It is a lot less expensive than the \$48,000 budgeted because we have a much simpler plan and are no longer self-insured. As a new city manager and the personnel director with just a year in, she requests a professional when negotiating our benefit packages to get the best deal for our employees and our city.

Councilmember Burgess asked if a shorter contract could be negotiated.

Mayor Wythe noted the RFP was for three years and it would be difficult to amend with a responsive bid.

Councilmember Roberts has no problem with Wells Fargo Insurance Services. We are no longer self-insured and she asked what they will be doing for us. It seems like we should be diminishing our need for services.

Mayor Wythe asked if our insurance carrier provides us with Affordable Care Act assistance in negotiating all of the changes in the next three to five years. If you are not shopping for new insurance, the insurance carrier should be able to provide the service without a third party.

City Manager Koester noted we are not necessarily staying with the same insurance company depending on what the bids come back at.

LEWIS - MOVED TO POSTPONE TO THE NEXT MEETING FOR KATIE TO FIND OUT MORE OF THE ANSWERS PEOPLE HAVE¹.

Personnel Director Browning appeared before Council to address the questions. She indicated we could postpone it and go out for RFP, but we need to start getting bids within the next month and a half. They do a lot less than Mercer but they have relationships with insurance companies and can negotiate better deals. We want to be more creative with better solutions for employees. The Affordable Care Act is changing so much; if we miss something and get nailed with a penalty it far outweighs the cost. The City of Soldotna had Wells Fargo and they were happy with them. The group is from Seattle.

VOTE: YES. VAN DYKE, LEWIS, REYNOLDS, ROBERTS

VOTE: NO. ZAK BURGESS

Motion carried.

D. **Resolution 15-066**, A Resolution of the Homer City Council Establishing Conditions Under Which Benefitted Property Owners Will Be Allowed to Connect to the Proposed Kachemak Drive and Shellfish Avenue/South Slope Drive Water Mains Being Installed as Part of Homer Water Storage/Distribution Improvements (Phase I). City Manager/Public Works Director. Recommend adoption.

Memorandum 15-117 from Public Works Director as backup.

Councilmember Burgess declared he is a property owner in the proposed improvement district and requested excusal.

Mayor Wythe ruled Councilmember Burgess does have a conflict of interest and there was no objection from the Council. Councilmember Burgess exited his seat.

Mayor Wythe called for a motion for the adoption of Resolution 15-066 by reading of title only.

¹ Motion dissolved with lack of a second and the report from Personnel Director Browning.

LEWIS/REYNOLDS - SO MOVED.

ROBERTS/LEWIS - MOVED TO POSTPONE RESOLUTION 15-066 TO OUR NEXT MEETING.

Councilmember Roberts noted during the Committee of the Whole the resolution was discussed and questions need to be answered. The City Manager will find out how the people in the districts will be charged; Kachemak Drive district wants a SAD (Special Assessment District).

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Burgess returned to his seat.

- E. **Resolution 15-067**, A Resolution of the Homer City Council Accepting an ADEC Municipal Matching Grant (MMG #40909) for the Water Storage and Distribution Improvement Project (Phase I), Accepting the Responsibility to Operate and Maintain the Improvement, Agreeing to the Terms and Conditions of the Grant, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Mayor Wythe called for a motion for the adoption of Resolution 15-067 by reading of title only.

LEWIS/ZAK - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

Lindianne Sarno, city resident, thanked Mayor and Council for appointing her to the Cannabis Advisory Commission. The CAC needs to hear from those that want to be involved in merging of local cannabis. People may review online agendas for zoning, definition of public, and how

to encourage cannabis to emerge from the underground economy to participate in taxation and funding.

Deb Lowney, city resident, thanked Robert for the Parks and Recreation Advisory Commission report. She appreciates the two resolutions. Two-thirds of the people testified in support of limited access to the beaches. They listened to a lot of emotional testimony, science, a tremendous amount of research, and an incredible number of user groups. She felt the commission's recommendations met and addressed the needs of everyone that spoke to them.

Tom Zitzmann, city resident, produced marine life in Ziploc bags who are the stakeholders on Bishop's Beach. The beach has the spring migration of shorebirds and then the reverse of migration. Vehicles and motorized traffic are destructive to the beach; 95% to 98% of the vehicles are travelling illegally on the beach.

Ted Schmidt, city resident, commented there is a lot of disagreement on the beach policy task force. He sent out a personal poll and the majority agreed to just enforce the regulations as they stand. There is 6 to 7 miles of beach that the public can easily access. Private property owners can fend for themselves and enforce it to the mean high tide.

Scott Adams, city resident, commented at the July 1st PSBRC meeting Mr. Castner said he couldn't support a \$30M public safety building. Skagway's new building is 26,000 sq. ft. and cost 12.7M. He cautioned the expenditure since today's price of oil is \$47 a barrel, down from \$105 last summer.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner was no longer in attendance.

COMMENTS OF THE CITY CLERK

City Clerk Johnson announced the two council seats for the October election. Candidacy filing opens on August 3 and ends on August 17.

COMMENTS OF THE CITY MANAGER

City Manager Koester had no comments.

COMMENTS OF THE MAYOR

Mayor Wythe commented on popularity contests and politics; they could not be more divergent. Her objective is to do something to move forward and keep the community viable and sustainable. It will slide backwards if we don't maintain it. We need to provide the services and jobs; there are very few decent jobs here. It is incumbent of the Council to take the responsibility even though we are not always popular. As the descending voice in the gas line, she would much rather pay her assessment she is paying for Enstar's infrastructure to replace the fire and police station. She would pay it ten times over since it is a far superior project to building a gas line for Enstar. It is a project that is the responsibility of the citizens of Homer if they want to continue receiving the services. The property in the Western Hemisphere Shorebird Reserve Network is EVOS property purchased with funds from the *Exxon Valdez* oil spill. It is already preserved land and needs to be included in this other designation. She agreed with Mr. Schmidt on beach access. She has been here for forty years and can't ever remember not being able to drive down to the beach, long before there was Bishop's Beach or a road. That area and further down near Ocean Shores offered beach access. Beach access is a hot topic button. There are people that use the beaches for recreation and they need to be considerate about people that live by the beach. We managed to do that twenty years ago. It is more of a function of sharing rather than locking the beaches up.

COMMENTS OF THE CITY COUNCIL

Councilmember Reynolds was impressed with the Town Hall meeting. Patrick and Katie did a great job thinking of everything that needed to be put in place. She's impressed with all the people that participated. It has had her wheels turning and thinking a great solution is to move closer to services and increase the amount of people that live in the city. Every time you buy something locally you are contributing in sales tax. She offered her safe driving tips of following the speed limit and setting the cruise control.

Councilmember Van Dyke commented he probably surprised a lot of people by voting for spending money on the Public Safety building. His gut feel said no, but it is the most important project this town has in front of it. He is going to brief since he'd like to get home since it is his birthday. He asked Councilman Burgess to be brief.

Councilmember Burgess echoed Catriona's thanks to the people that participated in the Town Hall meeting. It is important to have that level of input from the public. On the beach policy, individual property owners are protecting their property rights. We have law enforcement, people can demarcate and fence their property, but to say the City should limit access is dubious to him. It is upon him to defend his private property. If you have a problem you can draw on the resources of public safety, law enforcement, and the legal system to help defend your rights. It is not the City's obligation to fence your property. A lot of the problems mentioned rose from lack of enforcement. Putting up a fence and gate will frustrate a large amount of people but it won't solve the problems. It will not stop kids from partying on the

beach or erosion traffic from dogs and foot traffic. His father is a PhD botanist and his mother has a master's in dendrochronology and ethnobotany. He grew up in that ecosystem of conservation mentality. After years and decades of being steep in that mentality, when you cut our citizens off from the beach you are cutting them off from the few places they are interfacing with the natural world. There are times when he goes out and has emotionally connecting moments while on the beach. For some people it's important to be in their car or on a 4-wheeler. The beach might be one of the few places to go to interface with nature. Today kids spend a lot of time indoors, on their devices. The beach is a place where they can go to blow off steam and interface with nature. Beach access is important to a lot of people and it is a treasure that should be preserved.

Councilmember Zak is trying to absorb tonight's meeting and is wondering if he's in reality. He has a real concern of where we are financially as a city. We heard a lot of comments from the public and he is shocked as to where we are going. The public safety building will only get us to 35% design; it may be on the shelf for a long time. Rather than moving in the direction of saying we have to do this as a city, there is private enterprise that could bring this to Homer. He is highly concerned about health care, the cost of equipment, and replacing reserves.

Councilmember Lewis thanked the harbor and police as to how they handled things when his steering broke. On Resolution 15-062 we had tons of people here to protest the Navy's training exercises, but to ask our delegation to negotiate a change of time there was no one here to speak. He is bringing forward an ordinance or resolution about the beach policy; whether he is for or against it he doesn't really know. We aren't cutting off people's access to the beach, just their vehicles. By walking you can enjoy the sounds of the beach. Blue Crest is coming in and will be renting hotel rooms while we worry about funding. If we would have had a bed tax in place supported by the Borough it would have brought in a lot of money. At the Town Hall meeting 79% of the people supported a bed tax.

Councilmember Roberts noted the Public Safety Building Review Committee has one member on hiatus and she would like to replace that person and get another voice on that committee so it is effective. It may be someone with a different opinion on the project. People are able to pay assessments for the gas line at any time of the year. She is anxious to see Dave's ordinance about the beaches. There are a lot of nuances in the recommended policies and four areas that can be driven on. When you go east on Bishop's Beach you are not supposed to be driving there, but there are a lot of people driving that direction. We need to find a workable solution. She appreciates Deb Lowney's testimony about how Parks and Recreation worked together to find a compromise for each person that testified. That's the same way our city council operates, by finding a find compromise. When you say it is your CIP list, it is really ours. We do not always get what we want.

ADJOURNMENT

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 10:08 p.m. The next Regular Meeting is Monday, August 10, 2015 at 6:00 p.m.,

Committee of the Whole 5:00 p.m., and a Worksession 4:00 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, MMC, CITY CLERK

Approved: _____



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us

(p) 907-235-3130

(f) 907-235-3143

Memorandum 15-127

TO: HOMER CITY COUNCIL
FROM: MARY E. WYTHE, MAYOR
DATE: AUGUST 4, 2015
SUBJECT: APPOINTMENT OF BARBARA HOWARD TO THE PUBLIC SAFETY BUILDING REVIEW COMMITTEE.

Barbara Howard is appointed to the Public Safety Building Review Committee to replace outgoing member Ralph Crane.

RECOMMENDATION:

Confirm the appointment of Barbara Howard to the Public Safety Building Review Committee.

Fiscal Note: N/A



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

CITY CLERK'S OFFICE
 CITY OF HOMER
 491 E. Pioneer Avenue
 Homer, AK 99603
 PH. 907-235-3130
 FAX 907-235-3143
 JUL 28 2015 PM 12:06 *pk*
 Received by the Clerk's Office

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

Name: Barbara Howard Date: July 28, 2015

Physical Address: 629 Rangeview Avenue Homer, AK

Mailing Address: 629 Rangeview Avenue Homer, AK

Phone Number: 907.226.2025 Cell #: 907.299.3124 Work #: _____

Email Address: bhfish@gci.net

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

Please indicate the commission(s), committee(s), board or other that you are interested in serving on by marking with and X or a V

<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1 ST & 3 RD WEDNESDAY OF THE MONTH AT 6:30 PM WORKSESSION PRIOR TO EACH MEETING AT 5:30 PM
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2 ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3 RD THURSDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4 TH WEDNESDAY OF THE MONTH OCT-APRIL AT 5:00 P.M. MAY - SEPTEMBER 6:00 PM
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	2 ND THURSDAY OF THE MONTH AT 5:15 P.M. FEBRUARY, MAY, AUGUST & NOVEMBER
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	2 ND THURSDAY OF THE MONTH AT 5:00 P.M. FEBRUARY, MAY, AUGUST & NOVEMBER
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1 ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	CITY COUNCIL	2 ND AND 4 TH MONDAY OF THE MONTH SPECIAL MEETINGS & WORKSESSIONS AT 4:00 P.M. COMMITTEE OF THE WHOLE AT 5:00 P.M. REGULAR MEETING AT 6:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE DESIGNATE	Public Safety Building Task Force

I have been a resident of the city for 11 yrs ___ mos. I have been a resident of the area for ___ yrs ___ mos.

I am presently employed at Retired

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

Familiar with the public building process.

Have you ever served on a similar commission, board, committee or task force? If so please list when, where and how long: Planning Commission, Park & Recreation Commission, City Council, hospital board, several task force and committees for the city.

Why are you interested in serving on the indicated commission, committee, board or task force?

Public safety is an essential service of the city. Having adequate working conditions is vital to the level of safety provided and recruitment and retention of qualified personnel.

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

No

Please answer the following if you are applying for the Advisory Planning Commission:

Have you ever developed real property, other than your personal residence, if so briefly describe? _____

Please answer the following if you are applying for the Port & Harbor Advisory Commission:

Do you use the Homer Port and/or Harbor on a regular basis? What is your primary use?

Commercial

Recreational

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

When you have completed this application please review all the information and return to the City Clerk's Office . You may also email this document to clerk@cityofhomer-ak.gov or fax to 907-235-3143. Thank you for applying!

ORDINANCE REFERENCE SHEET
2015 ORDINANCE
ORDINANCE 15-30

An Ordinance of the Homer City Council Amending the FY 2015 Operating Budget by Appropriating a 25% Match to the Waddell Road Improvement Legislative Grant in the Amount of \$357,500 From the Homer Accelerated Roads and Trail Program (HART) Fund; Authorizing the Purchase of the Waddell Property in Support of the Waddell Road Improvement Project; and Authorizing the City Manager To Execute All Appropriate Documents.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting August 10, 2015 Introduction
 - a. Memorandum 15-134 from Public Works Director as backup
 - b. CIP 2014-2019 East to West Transportation Corridor Project
 - c. Map

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 15-30

AN ORDINANCE OF THE HOMER CITY COUNCIL AMENDING THE FY 2015 OPERATING BUDGET BY APPROPRIATING A 25% MATCH TO THE WADDELL ROAD IMPROVEMENT LEGISLATIVE GRANT IN THE AMOUNT OF \$357,500 FROM THE HOMER ACCELERATED ROADS AND TRAIL PROGRAM (HART) FUND; AUTHORIZING THE PURCHASE OF THE WADDELL PROPERTY IN SUPPORT OF THE WADDELL ROAD IMPROVEMENT PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL APPROPRIATE DOCUMENTS.

WHEREAS, The City Council accepted and appropriated a Legislative Grant (Ordinance 14-42(S)) in the amount of \$1,430,000 for the Waddell Road Improvements; and

WHEREAS, The grant covers design, utilities, property acquisition, and construction costs for the Waddell Road Improvement project; and

WHEREAS, The grant application indicated that a 25% match from the Homer Accelerated Road and Trail Fund would be provided to facilitate the completion of the road project; and

WHEREAS, The project requires the purchase of Tract 2-A Waddell Park Subdivision 1985 Replat, referred to herein as the Waddell property (see Memorandum 15-134); and

WHEREAS, The property was been determined by appraisal to have a value of \$855,000; and

WHEREAS, The aforementioned legislative grant will cover 75% (\$641,250) and the City match will cover 25% (\$213,750) of the cost of the property purchase; and

WHEREAS, The funds generated from the sale of the remaining parcel and the cabins will be distributed back into the grant project account and the HART Fund in generally the same proportions.

38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

39

40 Section 1. The Homer City Council approves the purchase of the Waddell property.

41

42 Expenditure:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
160-0766	HART Fund	\$213,750
151-7002	Waddell Way Road Grant	\$641,250

46

47 Section 2. The Homer City Council hereby amends the FY 2015 Operating Budget by
48 appropriating \$357,500 from the HART Program as a 25% match to the Waddell Way Road
49 Improvement Legislative grant:

50

51 Expenditure:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
160-0766	HART Fund	\$357,500

54

55 Section 3. This is a budget amendment ordinance, is not permanent in nature, and
56 shall not be codified.

57

58 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this _____ day of
59 _____ 2015.

60

61 CITY OF HOMER

62

63

64

65 _____
MARY E. WYTHE, MAYOR

66 ATTEST:

67

68

69

70 _____
JO JOHNSON, MMC, CITY CLERK

71

72

73 YES:

74 NO:

75 ABSTAIN:

76 ABSENT:

77 First Reading:
78 Public Hearing:
79 Second Reading:
80 Effective Date:

81
82

83 Reviewed and approved as to form:

84
85

86 _____
87 Mary K. Koester, City Manager

Thomas F. Klinkner, City Attorney

88
89

90 Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 15-134

TO: Mary K. Koester, City Manager
FROM: Carey Meyer, Public Works Director
DATE: August 4, 2015
SUBJECT: **Purchase of Waddell Property – Appropriating 25% Grant Match
Waddell Way Road Improvements**

The City Council accepted and appropriated a Legislative Grant (Ordinance 14-42(S)) in the amount of \$1,430,000 for the Waddell Road Improvements. The grant covers design, utilities, property acquisition, and construction costs. The City indicated in the grant application that a 25% match (from the HART Fund) would be provided in support of the project.

The Council, at the July 27 meeting, approved the alignment of this project per the recommendations of the Planning Commission (connect Waddell Way to Heath Street at the Grubstake Avenue intersection).

The Waddell property (see attached map) will need to be purchased to construct the project. An appraisal of the property established the fair market value of \$855,000 (\$418,000 land; 437,000 buildings). A purchase agreement was signed with the property owner on July 29 agreeing to a purchase price equal to the appraised value. The agreement is conditioned upon the approval of the City Council. Closing is scheduled for September 8.

The cost of purchasing the property is proposed to be split between the grant and the HART Fund with the grant covering 75% of the initial cost (\$641, 250) and the HART Fund covering 25% of the initial cost (\$213,750) of the property purchase.

The Waddell Road Improvement project will only require a portion of the land being acquired. The remainder will be sold. The cabins that exist on the property will also be sold. The funds generated from the sale of the remaining parcel and the cabins will be distributed back into the grant project account and the HART Fund in generally the same proportions.

Recommendation: The City Council pass an ordinance amending the FY 2015 operating budget by appropriating \$357,500 from the Homer Accelerated Road and Trail (HART) Fund as a 25% match to the Waddell Way Road Improvement grant, approving the purchase of the Waddell property with 75%/25% split between the grant and the HART fund, and authorizing the City Manager to execute the appropriate documents.



5. East to West Transportation Corridor

Project Description & Benefit: Currently the only way for drivers to get through town is via Pioneer Avenue or the Sterling Highway. Extending Bartlett Street, putting in a road through Town Center, and acquiring and upgrading Waddell Way will provide an alternate east - west route for traffic, easing congestion and allowing drivers to more quickly and efficiently get to their desired destination. This project fulfills a major objective of the City's 2005 Transportation Plan.

Building a road through Town Center, 30 acres of undeveloped land in the heart of Homer, is the first step in opening up this prime commercial real estate. The Homer Comprehensive Plan, Town Center Development Plan and Comprehensive Economic Development Strategy all call for careful development of Town Center. The roads will be built to urban road standards and include such amenities as sidewalks, storm drains, and street lighting. Development on newly opened lots will help grow Homer's downtown business sector.

Plans & Progress: The City recently purchased a lot for the Bartlett Street extension. The City dedicates a percentage of sales tax to the HART fund for road improvement projects and has pledged over 2.1 million dollars from the fund as a match for this project.

Total Project Cost: \$8,459,000

2014 (Land Acquisition): \$1,400,000

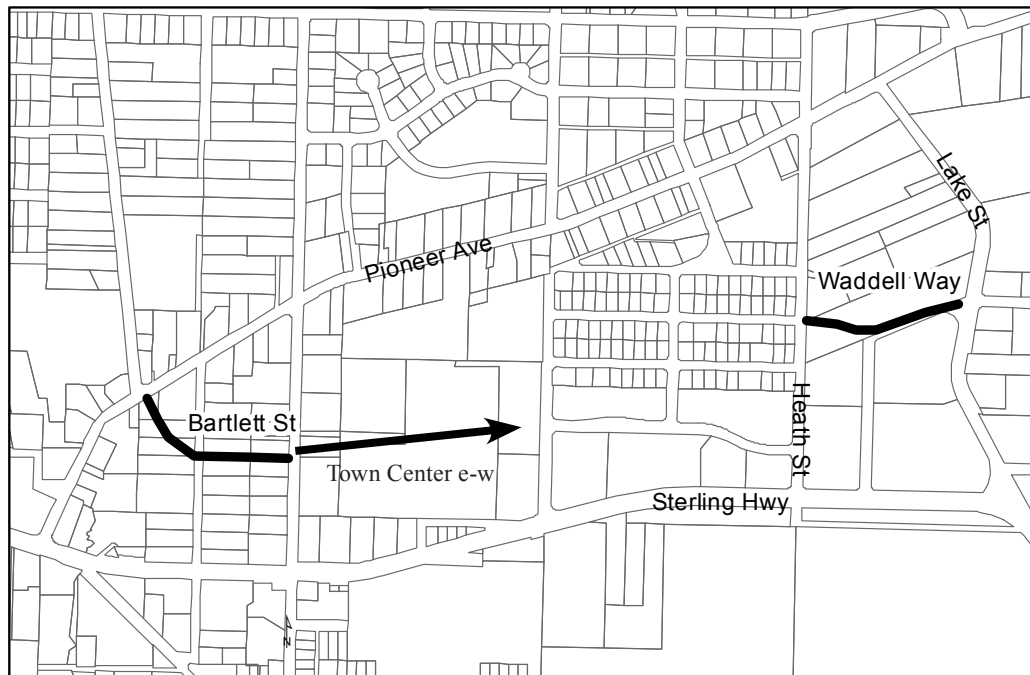
2015 (Design): \$543,000

2016 (Construction): \$5,430,000

2017 (Inspection & Contingency): \$1,086,000

State Request FY2015: \$6,344,250

(City of Homer 25% Match: \$2,114,750)





Waddell Property Purchase Map

1 inch = 75 feet

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

3 City Clerk/
4 Cannabis Advisory Commission

5 **RESOLUTION 15-068**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 ADOPTING THE BYLAWS FOR THE CANNABIS ADVISORY
9 COMMISSION.

10
11 WHEREAS, The Cannabis Advisory Commission (CAC) was formed by the Homer City
12 Council on April 13, 2015 via Ordinance 15-07(A)(S)(A); and

13
14 WHEREAS, The CAC created bylaws to contain its own basic rules relating to itself as a
15 commission and prescribe how the commission functions; and

16
17 WHEREAS, The CAC bylaws include all rules that the commission considers so
18 important that they cannot be changed without previous notice to the members and the vote
19 of a majority; and

20
21 WHEREAS, The bylaws were reviewed and discussed by the CAC at their May 28 and
22 June 25, 2015 meetings and received unanimous support from the commission at their July
23 23, 2015 meeting.

24
25 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
26 adopts the Cannabis Advisory Commission Bylaws.

27
28 PASSED AND ADOPTED by the Homer City Council on this 10th day of August, 2015.

29
30 CITY OF HOMER

31
32 _____
33 MARY E. WYTHE, MAYOR

34
35
36 ATTEST:

37
38 _____
39 JO JOHNSON, MMC, CITY CLERK

40
41 Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 15-129

TO: MAYOR WYTHE AND CITY COUNCIL
FROM: CANNABIS ADVISORY COMMISSION
THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: JULY 29, 2015
SUBJECT: CANNABIS ADVISORY COMMISSION BYLAWS

Examples of bylaws from the Advisory Planning Commission, Parks and Recreation Advisory Commission and the Library Advisory Board were introduced at the May 28, 2015 regular meeting. The Commission selected to use the Parks and Recreation Advisory Commission bylaws as a template believing that it was close in nature to the Cannabis Advisory Commission purpose. The first draft of the Commission bylaws was reviewed and amended at the regular meeting of June 25, 2015 and following a brief discussion regarding formatting and typographical errors the Cannabis Advisory Commission members approved the draft bylaws at the regular meeting on July 23, 2015.

Attached is the final commission approved draft of the proposed bylaws and the excerpts from the minutes regarding bylaws.

Recommendation

Approve the Cannabis Advisory Commission Bylaws

CAC Memorandum to Council
Cannabis Advisory Commission Bylaws
July 29, 2015

Excerpt from May 28, 2015 Regular Meeting Minutes:

- E. Drafting the Cannabis Advisory Commission Bylaws*
 - 1. Parks and Recreation Advisory Commission Bylaws*
 - 2. Homer Advisory Planning Commission Bylaws*
 - 3. Economic Development Advisory Commission Bylaws*

Chair Young read the title into the record and noted that there were no recommendations from staff.

Commissioner Burgess requested clarification from the Clerk regarding procedures and process.

BURGESS/MONROE - MOVED TO USE THE PARKS AND RECREATION ADVISORY COMMISSION BYLAWS AS A TEMPLATE WITH ANY MODIFICATIONS AND BRING TO THE NEXT REGULAR MEETING FOR REVIEW FURTHER AMENDMENTS AND ADOPTION.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Excerpt from the June 25, 2015 Regular Meeting Minutes:

PENDING BUSINESS

A. Review of the Draft Bylaws

Chair Young requested a motion to bring to the floor.

BURGESS/LEWIS - SO MOVED.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Young asked for any comments or discussion regarding the draft bylaws.

Commissioner Lewis wanted to keep the meeting time to 5:00 p.m. in order to reduce overtime costs and impacts to the budget. Commissioner Burgess noted that the time of the meeting was addressed on line 38.

LEWIS/ROBL - MOVED TO AMEND LINE 38 TO SHOW AS "THE FOURTH THURSDAY AT 5:00 P.M."

Discussion ensued on the commission previously voted to change the meeting time to 5:30 and did not impact the budget to any severe degree and that it actually would accommodate the commissioners work schedules and allow them to grab a bite to eat even. It was noted that Chief Robl and the City Planner were salaried.

*VOTE. YES. ROBL, HARRIS, LEWIS
NO. STEAD, YOUNG, JONES, BURGESS*

Motion failed.

Commissioner Stead questioned where absences were addressed within the bylaws. He expressed concerns regarding the ability of a commissioner to miss any number of meetings with no action.

STEAD/- MOVED TO ADD UNDER SECTION C. REGULAR MEETINGS COMMISSIONERS ALLOWED UP TO 6 EXCUSED ABSENCES IN A YEAR AND UP TO 3 UNEXCUSED ABSENCES IN A YEAR TO RETAIN THEIR SEAT ON THE COMMISSION.

Ms. Krause pointed out line 49, which addressed notice of absences and line 149 which addressed the number of absences allowed before losing their seat on the commission unless excused. Commissioner Stead was satisfied with those guidelines and removed his motion.

BURGESS/LEWIS - MOVED TO ADOPT THE BYLAWS IN THEIR CURRENT FORM.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Excerpt from the July 23, 2015 Regular Meeting Minutes:

PENDING BUSINESS

A. Review and Approval of the Draft Bylaws for the Commission

Chair Young requested a motion to bring to the floor.

BURGESS/LEWIS -MOVED TO APPROVE THE DRAFT BYLAWS FOR THE CANNABIS ADVISORY COMMISSION.

There was a brief discussion on correcting typographical errors and formatting.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

**CANNABIS ADVISORY COMMISSION
BYLAWS**

1 The Cannabis Advisory Commission is established with those powers and duties as set forth in
2 Chapter 2, Section 78, of the Homer Municipal Code.

3 The Commission is established to act in an advisory capacity to the City Manager and the City Council
4 and shall serve as the local regulatory authority for purposes of AS 17.38 within the City.

5 The Commission’s jurisdiction is limited to the area within the city boundaries except for those extra
6 territorial interests, such as trails and city properties, subject to city jurisdiction.

7

8 The Cannabis Advisory Commission membership will consist of nine members; five members of the
9 public, two members may be residents from outside the city limits, and preference shall be given to
10 city resident applicants; Two Council members, one member of the Homer Advisory Planning
11 Commission, who shall be nominated by the Mayor and confirmed by the Council, and the Chief of
12 Police.

13 Members will be appointed by the Mayor for three-year terms (except to complete terms) subject to
14 confirmation by the City Council.

15 There will be regular monthly meetings of the Commission and permanent records or minutes shall be
16 kept of the proceedings. The minutes will record the vote of each member upon every question. Every
17 decision shall be filed in the office of the City Clerk and shall be public record open to inspection.

18

19 **HISTORY**

20 The By-laws were approved by the Cannabis Advisory Commission on July 23, 2015 and by the Homer
21 City Council on August 10, 2015, and shall be in effect and govern the procedures of the Commission.

22 The duties and responsibilities of the Commission are:

23 A. Act in an advisory capacity to the City Manager and the City Council on regulatory issues in the
24 city. Consideration may include existing facilities, possible future developments and
25 recommendations on land use.

26 B. Consider any specific proposal, problem or project as directed by the City Council in regards to
27 cannabis.

28

29 **BY-LAWS**

30 A. To abide by existing Alaska State Law, Borough Code of Ordinance, where applicable, and
31 Homer Municipal Code.

32 B. To abide by Robert’s Rules of Order, current edition, in so far as this treatise is consistent with
33 Homer Municipal Code.

34

35 **REGULAR MEETINGS**

36 1. The commission will meet on the fourth Thursday of the month at 5:30 p.m. with the
37 exception of November the commission will meet on the last Monday and December the commission
38 will meet on the third Thursday of the month due to the holidays.

- 39 2. Items will be added to the agenda upon request of staff, the Commission or a
40 Commissioner. Agenda deadline is the Wednesday of the week preceding the meeting date at 12:00
41 p.m.
- 42 3. Removing items from the published agenda will be by consensus of the Commission. No items
43 may be added.
- 44 4. Commissioners will give the Clerk's Office or Chair a minimum of a two week notice or as soon
45 as possible regarding their potential absence from a meeting.

46

47 **COMMITTEES**

- 48 1. The commission shall submit a request for approval to City Council to form special
49 committees. Committee membership shall include at least two Commissioners. The commission will
50 submit in memorandum form to Council the reason for establishing a committee, the task(s) assigned
51 to the committee and the expected term for the committee plus a list of persons to be appointed to
52 the committee such as Council members, department personnel, or number of public in specific
53 sectors or with special experience preferred.
- 54 2. One committee member shall be appointed as Chair and work with the City Clerk's Office to
55 create the agenda and schedule of meetings so they may be advertised in accordance with Alaska
56 State Law and Homer City Code.
- 57 3. One committee member shall be appointed and responsible for furnishing summary notes of
58 all Committee meetings to the City Clerk.
- 59 4. Committees shall meet in accordance with Commission bylaws and Robert's Rules.
- 60 5. Committees will make a progress report at all commission meetings.
- 61 6. No committee shall have other than advisory powers.
- 62 7. Per Robert's Rules and the resolution creating the committee as established by City Council
63 upon giving final report the committee is disbanded.
- 64 8. All meetings are to be conducted in City Hall where they may be recorded.

65

66 **COMMISSION MEETING PUBLIC COMMENT/TESTIMONY AND AUDIENCE COMMENT TIME LIMITS**

- 67 1. The Chair shall note for the audience's benefit that there is a three minute time limit each time
68 there is a place in the agenda for public comment/testimony or audience comments.
- 69 2. Any individual wishing to address the Commission shall adhere to a three minute time limit. It
70 is the responsibility of the Chair to announce under Public Comments, public testimony on public
71 hearing items and Audience Comments that there is a 3 minute time limit.
- 72 3. Time limits may be adjusted by the 2 minutes up or down with the concurrence of the body in
73 special circumstances only such as agenda content and public attendance.

74

75 **SPECIAL MEETINGS**

- 76 1. Called by Chair or majority of the Commission only when required to complete time sensitive
77 business of the commission, at the request of City Administration or City Council.

78

79 **DUTIES AND POWERS OF THE OFFICERS**

- 80 1. A Chair and Vice-Chair shall be selected annually (May meeting) by the appointive members.
81 2. The Chair shall preside at all meetings of the Commission, call special meetings in accordance
82 with the by-laws, sign documents of the Commission, sees that all actions and notices are properly
83 taken, and summarize the findings of the Commission for the official record.
84 3. The Vice-Chair shall perform all duties and be subject to all responsibilities of the Chair in
85 his/her absence, disability or disqualification of office.
86 4. The Vice-Chair will succeed the Chair if he/she vacates the office before the term is completed,
87 to complete the unexpired term. A new Vice-Chair shall be elected at the next regular meeting.

88
89 **MOTIONS TO RECONSIDER**

- 90 1. Notice of reconsideration shall be given to the Chair, Vice-Chair, if the Chair is unavailable, or
91 the Clerk's Office within forty-eight hours from the time the original action was taken.
92 2. A member of Commission who voted on the prevailing side on any issue may move to
93 reconsider the Commission's action at the same meeting or at the next regular meeting of the body
94 provided the above 48-hour notice has been given.
95 3. Consideration is only for the original motion to which it applies.

96
97 **CONFLICT OF INTEREST**

- 98 1. A member or the Commission shall disqualify himself/herself from participating in any official
99 action in which he/she has a substantial financial interest.
100 2. Should the Commission member not move to disqualify himself/herself after it has been
101 established that he/she has a substantial financial interest, the Commission may move to disqualify
102 that member by a majority vote of the body.

103
104 **QUORUM; VOTING**

- 105 1. Five Commission members shall constitute a quorum.
106 2. Five affirmative votes are required for the passage of a resolution or majority.
107 3. Voting will be by verbal vote, the order to be rotated. The final vote on each resolution or
108 motion is a recorded roll call vote.
109 4. The City Manager and Mayor shall serve as consulting members of the Commission but shall
110 have no vote.

111
112 **CONSENSUS**

- 113 1. The Commission may, from time to time, express its opinion or preference concerning a
114 subject brought before it for consideration. Said statement, representing the will of the body and
115 meeting of the minds of the members, may be given by the presiding officer as the consensus of the
116 body as to that subject without taking a motion and roll call vote.

117
118

119 **ABSTENTIONS**

- 120 1. All Commission members present shall vote unless the Commission, for special reasons,
- 121 permits a member to abstain.
- 122 2. A motion to excuse a member from voting shall be made prior to the call for the question to be
- 123 voted upon.
- 124 3. A member of the Commission requesting to be excused from voting may make a brief, oral
- 125 statement of the reasons for the request and the question of granting permission to abstain shall be
- 126 taken without further debate.
- 127 4. A member may not be permitted to abstain except upon the unanimous consensus of
- 128 members present.
- 129 5. A member may not explain a vote, may not discuss the question while the roll call vote is
- 130 being taken and may not change his/her vote thereafter.

131
132 **VACANCIES**

- 133 1. A Commission appointment is vacated under the following conditions and upon the
- 134 declaration of vacancy by the Commission.
- 135 2. The Commission shall declare a vacancy when the person appointed:
- 136 A. Fails to qualify to take office within 30 days after his/her appointment;
- 137 B. Resigns and the resignation is accepted;
- 138 C. Is physically or mentally unable to perform the duties of his/her office;
- 139 D. Misses three consecutive regular meetings unless excused; or
- 140 E. Is convicted of a felony or of an offense involving a violation of his/her oath of office.

141
142 **GENERAL ORDER OF BUSINESS**

143			
144	NAME OF BODY		DATE OF MEETING
145	PHYSICAL LOCATION OF MEETING	DAY OF WEEK AND TIME OF MEETING	HOMER, ALASKA
146			MEETING ROOM

147 **NOTICE OF MEETING**
148 **REGULAR MEETING AGENDA**

- 149 1. CALL TO ORDER
- 150 2. APPROVAL OF AGENDA
- 151 3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
- 152 4. RECONSIDERATION
- 153 5. APPROVAL OF MINUTES or CONSENT AGENDA.
- 154 6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the
- 155 visitor or the visitor's topic until audience comments.) No action may be taken at this time.
- 156 7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit
- 157 not to exceed 5 minutes.)
- 158 8. PUBLIC HEARING (3 MINUTE TIME LIMITS)

- 159 9. PENDING BUSINESS
- 160 10. NEW BUSINESS
- 161 11. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE
- 162 DISCUSSED ONLY).
- 163 12. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
- 164 13. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
- 165 14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
- 166 15. COMMENTS OF THECHAIR
- 167 16. COMMENTS OF THE COMMISSION
- 168 17. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR note any worksessions,
- 169 special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall
- 170 Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

171

172 **PROCEDURE FOR CONSIDERATION OF AGENDA ITEMS**

173 The following procedure will normally be observed pursuant to Robert’s Rules:

- 174 1. A motion is made to discuss the item OR to approve the staff recommendation. The item may
- 175 then be discussed, amended or voted on.
- 176 2. If there are questions of staff or an appropriate audience member, a Commissioner may
- 177 request permission from the Chair to ask the question. The Chair, upon consensus approval, may
- 178 grant the request.

179

180 **BYLAWS AMENDED**

181 The bylaws may be amended at any meeting of the Commission by a majority plus one vote of the

182 members, provided that notice of said proposed amendment is given to each member in writing. The

183 proposed amendment shall be introduced at one meeting and action shall be taken at the next

184 commission meeting.

185

186 **TELECONFERENCE MEETINGS**

187 1. The preferred procedure for Commission meeting is that all members be physically present at

188 the designated time and location within the City for the meeting. However, physical presence may be

189 waived by the Chair or Commission and a member may participate in a meeting by Teleconference

190 when it is not essential to the effective participation or the conduct of business at the meeting.

191 A Commission member participating by teleconference shall be deemed to be present at the meeting

192 for all purposes. In the event the Chair participates telephonically, the Vice-Chair shall run the

193 meeting.

194

195 2. Teleconference procedures.

196 A. A Commission member who cannot be physically present for a regularly scheduled

197 meeting shall notify the City Clerk Office at least five days prior to the scheduled time for the meeting

198 of his/her intent to appear by telephonic means of communication.

199 B. The Clerk shall notify the Commission members three days prior to the scheduled time
200 for the Commission meeting of Commission members intending to appear by teleconference.

201 C. The means used to facilitate a teleconference meeting of the Commission must enable
202 each Commission member appearing telephonically to clearly hear all other Commission members
203 and members of the public attending the meeting as well as be clearly heard by all other Commission
204 members and members of the public.

205 D. The Clerk shall note in the attendance record all Commission members appearing
206 telephonically.

207

208 **LEGISLATIVE HISTORY**

209 Cannabis Advisory Commission established by Ordinance 15-07(A)(S)(A)

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 15-069

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
SUPPORTING THE ALASKA MARINE HIGHWAY SYSTEM.

WHEREAS, The Alaska Marine Highway System (AMHS) is an essential service linking Alaskan communities and facilitating commerce, economic development, and access to basic goods and services; and

WHEREAS, The AMHS provides alternate access to the lower 48, vital transport throughout Southeast Alaska and serves as a prominent link between Alaska’s Railbelt, Kodiak, the Alaska Peninsula and the Aleutian Islands; and

WHEREAS, The AMHS is responsible for \$173 million in direct spending and hundreds of millions more in indirect spending in Alaskan communities; and

WHEREAS, For over fifty years the M/V Tustumena has connected Homer with Kodiak and other communities, fostering fishing, tourism, and other opportunities for economic development in the region; and

WHEREAS, Due to the age of the M/V Tustumena and the severity of the maritime conditions that it often travels in, the Alaska Department of Transportation has identified the need and has begun planning processes to replace the M/V Tustumena in the next ten years; and

WHEREAS, The Department of Transportation has stated that at least one mainline ferry in addition to the M/V Tustumena must be replaced in the next decade; and

WHEREAS, None of the estimated \$240 million needed to replace the M/V Tustumena has been identified or budgeted for the next three years in the draft FY 2016-19 Statewide Transportation Improvement Program (STIP); and

WHEREAS, The \$16.5 million budgeted for “Design/Construct/Lease/Purchase Ferryboats & Terminals” over the next three years in the draft FY 2016-19 STIP is not enough money to fund the replacement of two vessels; and

WHEREAS, Critical Alaska Marine Highway routes have been recognized as part of the National Highway System; and

42 WHEREAS, It is a wise use of resources to leverage the federal funds that are available
43 to the State of Alaska for capital construction projects to develop new, more efficient vessels
44 that will cost the State less to operate and repair while ensuring that vital linkages for
45 commerce and economic development are maintained far into the future; and
46

47 WHEREAS, Alaska DOT officials testified to the State House Finance Committee on
48 April 17, 2015 that Alaska has more federal transportation funds flowing to the State than
49 projects to spend them on.
50

51 NOW, THEREFORE, BE IT RESOLVED that the City of Homer urges the Alaska
52 Department of Transportation to include funding to continue the planning process and move
53 toward construction of a replacement for the M/V Tustumena in the FY 2016-2019 STIP.
54

55 BE IT FURTHER RESOLVED that the City/Borough of Homer recognizes the unexpected
56 fiscal challenges facing the State and will work with the Department of Transportation to
57 identify ways to reduce AMHS costs and increase revenue while continuing to provide a basic
58 level of essential service to keep a key economic engine of our region running.
59

60 BE IT FURTHER RESOLVED that the City/Borough of Homer urges the Alaska State
61 Legislature and Governor Walker to continue to recognize the importance of the Marine
62 Highway System during FY 2016 operating budget discussions.
63

64 PASSED AND ADOPTED by the Homer City Council this 10th day of August, 2015.
65

66 CITY OF HOMER
67

68
69
70 _____
MARY E. WYTHE, MAYOR
71

72 ATTEST:
73

74
75 _____
76 JO JOHNSON, MMC, CITY CLERK
77

78 Fiscal Note: N/A
79

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

3 Lewis/
4 Port and Harbor Director

5 **RESOLUTION 15-073**

6
7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING A CONTRACT
8 IN AN AMOUNT NOT TO EXCEED \$20,000 TO NORTHERN ECONOMICS TO
9 PREPARE A GRADUATED RATE STRUCTURE, AND ALSO LINEAR RATE
10 STRUCTURE FOR COMPARISON, AMENDING THE PORT OF HOMER
11 TERMINAL TARIFF MOORAGE RATES TO INCORPORATE A 32% RATE
12 INCREASE OVER TEN YEARS TO FUND THE PORT AND HARBOR
13 RESERVES AS RECOMMENDED IN THE NORTHERN ECONOMICS
14 NOVEMBER 2013 RATE STUDY; AND AUTHORIZING THE CITY MANAGER
15 TO EXECUTE THE APPROPRIATE DOCUMENTS.
16

17 WHEREAS, The Port and Harbor Advisory Commission held a worksession on April 8,
18 2014 to review and discuss the Port and Harbor Rate Study prepared by Northern Economics;
19 and
20

21 WHEREAS, The Commission has addressed the Port and Harbor Rate Study at each of
22 their regular meetings since then, considering a square foot methodology of assessing rates
23 and also a straight linear method; and
24

25 WHEREAS, The Commission received input from large vessel owners that the square
26 foot methodology put an unfair burden on their class of vessel; and
27

28 WHEREAS, The Commission brought forward a linear rate increase and received input
29 from small vessel owners that supported considering a graduated methodology that would
30 spread the cost more fairly among vessel classes; and
31

32 WHEREAS, Harbor staff suggested and the Commission agreed they have done as
33 much as they can developing a rate structure that is perceived as fair and equitable and that
34 Northern Economics has the experience to develop a graduated rate structure for the
35 Commission to consider.
36

37 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby awards a
38 contract in an amount not to exceed \$20,000 to Northern Economics to prepare a graduated
39 rate structure, and also linear rate structure for comparison, amending the Port of Homer
40 Terminal Tariff Moorage Rates to incorporate a 32% rate increase over ten years to fund the
41 Port and Harbor Reserves as recommended in the Northern Economics November 2013 Rate
42 Study and authorizing the City Manager to execute the appropriate documents.

43 PASSED AND ADOPTED by the Homer City Council on this 10th day of August, 2015.

44

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CITY OF HOMER

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MARY E. WYTHE, MAYOR

50 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

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56 Fiscal Note: \$20,000 funded under account 400.600

57



Memorandum 15-137

TO: MAYOR BETH WYTHE & HOMER CITY COUNCIL
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER
DATE: AUGUST 5, 2015
SUBJECT: HOMER HARBOR RATE INCREASE & CONTRACT FOR NORTHERN ECONOMICS

As you know, the Port and Harbor Advisory Commission has been hard at work the past year on the subject of harbor moorage rates and fee structure, with a goal of sustainable and equitable rates for Homer Harbor's operations and maintenance.

Resolution 15-072 responds to Northern Economics' 2013 harbor rate study recommending the moorage fees in the harbor be increased by 32% in one year. The commission decided that this increase needed to be implemented over a longer period; it is recommended the increase be implemented over ten years at a rate of 3.2% per year, plus the annual CPI increase for inflation-proofing.

Further, the commission's secondary goal regarding rates has to do with equitability and the application of the fee structure to harbor users. Our current fee structure is a per linear foot model. The commission first studied and discussed a square foot model, but after much input from large vessel owners that a square foot model was unfair, they ultimately decided against it. The commission then began looking into a graduated linear method for applying the rates to harbor users. After much discussion over the past several meetings, the commission agreed by vote to contract with Northern Economics to assist the Port and Harbor Advisory Commission and staff in developing a graduated moorage rate structure, accompanied by a linear method version for comparison.

Resolution 15-072 recommends changes to the terminal tariff in support of the work being accomplished by the Port and Harbor Advisory Commission. Original implementation dates suggested by the commission had rate increases and a new rate structure taking place within this year. Harbor staff recommended adjusted implementation dates so changes could be transitioned into our normal budget cycle. Staff also discovered that the current Marina billing software would not support a different billing method (graduated linear). As this software is out of date and falling further and further behind in supplying our needs, Harbor Staff has been working on a replacement software program and hope to have new billing software in place sometime in 2016; because of this software issue staff recommends a new rate model being implemented after January 1, 2017.

Recommendation

Approve Resolution 15-073 which approves a short-term contract with Northern Economics, not to exceed \$20,000, for the purpose of developing a graduated rate model for moorage rates, as well as a comparison in the linear rate method; approve the recommendation by the Port and Harbor Advisory Commission to increase moorage rates in the harbor by 3.2% per year plus the annual CPI adjustment for the next ten years; and approve Resolution 15-072 which amends the Homer Terminal Tariff to reflect the moorage rate increases per the outlined implementation schedule.

VISITORS

Kachemak Bay Water Trail Project Receives 2015 Project Excellence Award

In exciting news, the NPS Alaska Rivers, Trails and Conservation Assistance (RTCA) program is happy to announce that a recent RTCA project, the Kachemak Bay Water Trail, has been selected to receive a 2015 Project Excellence Award from the Society of Outdoor Recreation Professionals.

The Kachemak Bay Water Trail is a 125-mile water trail that inspires exploration and wise stewardship of the natural treasure that is Kachemak Bay. It extends from Homer, north to the head of the Bay and back along the south side to Seldovia. For more information about the Kachemak Bay Water Trail, and to plan your own visit, see the trail website at <http://www.kachemakbaywatertrail.org/>

Creating the water trail was a true collaborative process. It began in 2011, when Dave Brann, a Homer trails advocate, came up with the idea of a water trail connecting communities around Kachemak Bay. Dave rallied others and soon established a committee of ten enthusiastic community volunteers to lead the planning process. Recognizing that it would be a major undertaking and additional expertise was needed, the committee requested and received assistance from RTCA staff, who provided overall guidance and hands-on help throughout the three year planning process.

Multiple other entities also were instrumental in making the Kachemak Bay Water Trail a reality, including (to name a few): the Cities of Homer and Seldovia and associated parks and recreation committees, Homer and Seldovia Chambers of Commerce, Alaska State Parks, Alaska Chapter of the American Society of Landscape Architects, Kachemak Bay Wooden Boat Society, Kenai Peninsula Borough, NOAA – National Ocean Service/Kasitsna Bay Laboratory, Alaska Trails, Kachemak Bay National Estuarine Research Reserve, and Friends of Kachemak Bay State Park.

On June 6, 2014, two ribbon cutting ceremonies, one in Homer and one in Seldovia, inaugurated the Kachemak Bay Water Trail. At each site, a brass plaque was unveiled commemorating the trail as a Department of the Interior's America's Great Outdoors project. Of the value of collaboration and partnerships, Dave Brann said: "Ideas are just ideas until people, organizations and agencies come together in partnership to make something great happen. The power of a partnership is demonstrated in the realization of the Kachemak Bay Water Trail."

The Society of Outdoor Recreation Professionals is the nation's leading association of outdoor recreation and related professionals. Michael Bradley, SORP Awards Committee Chair, wrote, "Each year, the SORP Board of Directors presents this prestigious award to select individuals and/or planning teams contributing to exemplary outdoor recreation projects. SORP believes the efforts by the Kachemak Bay Water Trail Association for the Kachemak Bay Water Trail is worthy of recognition." The award will be formally presented at the National Outdoor Recreation Conference on April 14, 2015.



Pat Pourchot, Special Assistant to the Secretary of the Interior for Alaska Affairs (left) and Dave Brann (right) celebrate the Kachemak Bay Water Trail ribbon cutting with RTCA's Heather Rice (left) and Lisa Holzapfel (right). Photo:NPS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

Session 15-11, a Regular Meeting of the Homer Advisory Planning Commission was called to order by Chair Stead at 6:30 p.m. on July 15, 2015 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONERS BRADLEY, ERICKSON, HIGHLAND, STEAD, STROOZAS, VENUTI

ABSENT: BOS

STAFF: CITY PLANNER ABBOUD
DEPUTY CITY CLERK JACOBSEN
PUBLIC WORKS DIRECTOR MEYER

Approval of Agenda

Chair Stead called for a motion to approve the agenda.

HIGHLAND/BRADLEY SO MOVED

ERICKSON/HIGHLAND MOVED TO HEAR NEW BUSINESS AT THE BEGINNING OF THE AGENDA.

There was discussion it would come after public comments.

VOTE: (Amendment) NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

There was no further discussion on the agenda as amended.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Public Comment

The public may speak to the Planning Commission regarding matters on the agenda that are not scheduled for public hearing or plat consideration. (3 minute time limit).

There was no discussion.

New Business

A. 5460 Clearwater Mitigation Plan - BCWPD

City Planner Abboud reviewed the staff report.

Chair Stead invited the applicant to talk to the Commission about his mitigation plan.

Mark Hemstreet questioned the reseeding requirement. He explained they won't be breaking ground until August and they are supposed to reseed disturbed soil by August 31st, which they could do, but anticipate doing more dirt work in the spring. He addressed the two retention ponds that will collect water from the gutter and footer drains and also serve to intercept drainage from the driveway and downward slope of the lot.

Chair Stead asked if there is any plan to interconnect the two water retention areas. Mr. Hemstreet said there isn't a plan for that. Chair Stead explained that only one area is being used by the drains from the house so the second area down slope is only going to drain what's on the driveway. Interconnecting them would better utilize both of them.

Commissioner Highland brought up the reseeding question. City Planner Abboud commented staff would need to make sure he contains his site and use the most common sense for the situation. Planning staff will do site visits in the fall and when it's complete.

ERICKSON/VENUTI MOVED TO ACCEPT THE STAFF REPORT ALLOWING THE MITIGATION PLAN FOR THE HEMSTREET PROPERTY.

There was brief discussion about adding a requirement that the retention ponds be interconnected. City Planner Abboud commented that each pond would hold the required amount of water, but it would work better and have more safety net by connecting them.

VENUTI/HIGHLAND MOVED TO AMEND TO REQUIRE THAT BOTH RETENTION PONDS BE INTERCONNECTED.

There was no discussion.

VOTE: (amendment) NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the motion as amended.

VOTE: NON OBJECTED: UNANIMOUS CONSENT

Motion carried.

Reconsideration

Adoption of Consent Agenda

All items on the consent agenda are considered routine and non-controversial by the Planning Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Planning Commissioner or someone from the public, in which case the item will be moved to the regular agenda and considered in normal sequence.

A. Approval of Minutes of June 17, 2015

Chair Stead called for a motion to approve the consent agenda.

HIGHLAND/VENUTI SO MOVED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Presentations

Reports

A. Staff Report PL 15-49, City Planner's Report

City Planner Abboud reviewed the staff report.

There was brief comment about the Sterling Highway and Main Street intersection improvements and the need for crosswalks along the bypass, particularly near the Chamber of Commerce and Islands and Ocean Visitor Center. It was also pointed out that the vegetation at the corner of Pioneer and the Sterling Highway creates a dangerous situation for vehicles trying to turn either direction.

Public Hearings

Testimony limited to 3 minutes per speaker. The Commission conducts Public Hearings by hearing a staff report, presentation by the applicant, hearing public testimony and then acting on the Public Hearing items. The Commission may question the public. Once the public hearing is closed the Commission cannot hear additional comments on the topic. The applicant is not held to the 3 minute time limit.

A. Staff Report PL 15-50 CUP 15-02 Equipment Storage at 3575 Heath Street

City Planner Abboud reviewed the staff report.

Public Works Director Meyer was present for questions.

Chair Stead opened the public hearing. There were no comments and the hearing was closed.

Commissioner Erickson questioned the importance of this project in light of the city budget. She struggles with why they are doing this now. City Planner Abboud commented that he understands her concern, but it isn't part of the CUP application process.

HIGHLAND/BRADLEY MOVED TO ADOPT STAFF REPORT PL 15-50 CUP 15-02 FOR AN EQUIPMENT STORAGE SHED AT 3575 HEATH STREET WITH STAFF RECOMMENDATIONS AND FINDINGS.

There was no discussion.

VOTE: YES: STEAD, HIGHLAND, VENUTI, STROOZAS, BRADLEY
NO: ERICKSON

Motion carried.

B. Staff Report PL 15-51 CUP 15-03 Spit Restroom 4166 Homer Spit Road

City Planner Abboud reviewed the staff report.

Public Works Director Meyer talked about the setback issue prompting the need for the CUP application. He explained this project is being funded with cruise ship head tax monies and reviewed the list of projects that have been completed with those funds. He explained the layout of the narrow lot and an overview of orientation and materials for the restroom.

Chair Stead commented about orientation related to the trail and the overhang. Public Works Director Meyer explained there is a concrete path around the outside of the restroom so it can be easily accessed without having to walk into the gravel lot.

Commissioner Erickson questioned if it would be possible to install an electrical outlet on the restroom to accommodate cruise ship passengers in electric wheelchairs who need to plug in to charge the batteries. Public Works Director Meyer commented they could take that into consideration.

In response to other questions, Mr. Meyer explained that the funds are from the \$6 million the city received previously, not from this year's head tax funds. He also explained that in the winter time there will likely be one door left open for use and the rest will remain locked until spring/summer.

Chair Stead opened the public hearing. There were no comments and the hearing was closed.

ERICKSON/STROOZAS MOVED TO ADOPT STAFF REPORT PL 15-51 CUP 15-03 FOR RESTROOM AT 4166 HOMER SPIT ROAD WITH STAFF RECOMMENDATIONS AND FINDINGS AND TO ADDING THERE IS AN ELECTRICAL OUTLET FOR THE HANDICAP TO RECHARGE THEIR WHEELCHAIR.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Plat Consideration

A. Staff Report PL 15-52 High Tide Replat Preliminary Plat

City Planner Abboud reviewed the staff report.

There was no applicant present and no public comment.

ERICKSON/BRADLEY MOVED TO ADOPT STAFF REPORT PL 15-50 AND APPROVE HIGH TIDE REPLAT PRELIMINARY PLAT WITH STAFF COMMENTS AND RECOMMENDATIONS.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Pending Business

A. Staff Report PL 15-48 General Commercial 1 Land Availability

City Planner Abboud reviewed the staff report.

Discussion ensued:

- There is GC1 land but it is expensive and hard to create something that will make money year round
- There isn't any place to expand it to but could designate another area as GC1
- There are places to build businesses in Homer
- If another area is designated, what would be displaced
- When it has been proposed in other areas, property owners have objected to it
- Amending the sign ordinance would help business owners
- There isn't any place to go, we have to create a new GC1 and take it from someplace else

Informational Materials

- A. Reappointment of Roberta Highland to the HAPC
- B. Reappointment of Don Stead to HAPC
- C. City Manager Report June 29, 2015

Comments of the Audience

Members of the audience may address the Commission on any subject. (3 minute time limit)

None

Comments of Staff

Deputy City Clerk Jacobsen commented that Commissioners were emailed an invitation to the community meeting to talk about the city budget on July 20 and that there is a survey on line to provide feedback as well.

City Planner Abboud followed up encouraging the group to participate in the survey and attend the meeting.

Comments of the Commission

Commissioner Stroozas commented that the July 4th parade was the biggest in 21 years with 50 floats and a phenomenal crowd. He thanked the sponsors and people in the community who make things work the way they do.

Commissioner Venuti suggested that Homer needs a marching band or military band for the parade. He said it was an interesting meeting.

Commissioner Erickson said she did the budget survey on line. After submitting it she had the idea about combining the city fire and EMS with KESA and putting winter road maintenance out to bid for side roads.

Commissioner Bradley commented that she participated in past parades on a float with the Kenia Peninsula Orchestra. It was a good meeting tonight.

Commissioner Highland had no comment.

Chair Stead noted the reappoint of Commissioner Highland and himself to the Commission.

Adjourn

There being no further business to come before the Commission, the meeting adjourned at 8:19 p.m. The next regular meeting is scheduled for August 5, 2015 at 6:30 p.m. in the City Hall Cowles Council Chambers. A worksession will be held at 5:30 p.m.

MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

Approved: _____



Where families develop and grow.

491 E. Pioneer Ave.
Homer, AK 99603

JUL 31 2015

July 27, 2015

Dear Mayor Wythe & Homer City Council Members,

Thank you so much for allocating funds to support non-profits on our community. Sprout Family Services (Sprout) was a recipient of the City of Homer Grants Program through the Homer Foundation and the support was invaluable!

Sprout operates with mission to promote the healthy development of children and families. We do that through coaching and educating parents, coordinating community services for families, and providing therapeutic services to help children develop. Raising children can be really hard work so we join with families to help them flourish and grow. ALL young children and their parents can benefit from the menu of comprehensive child development services Sprout offers our community. However, currently, Sprout has 340 children enrolled in one or more service.

With the volatility of the state budget, the last several weeks for non-profits has been rough. We are experiencing first hand a concept of entering into an "Age of Uncertainty." With so many of us dependent on state dollars, the City of Homer Grants Program administered by the Homer Foundation is a breath of fresh air. Sprout was awarded a grant for \$3000 this year to use to support our operations. This grant was truly a gift and we are so thankful. We were able to focus on a new program that we are offering called "Three Plus", a Pediatric Therapy program.

Starting a new project is time consuming and financially demanding so the support of the City of Homer grant was incredible. We now have an up and running program, offering pediatric Speech Language Pathology and Occupational Therapy to children ages 3 - 5 in the comfort of their homes, schools or community! The added benefit of this service is that it also has created a source of unrestricted income for Sprout so that we can maintain our programming if state dollars are cut or eliminated. Many thanks City of Homer for helping move Sprout towards sustainability!

Jillian Lush, Executive Director
Sprout Family Services



PUBLIC HEARING(S)

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

2016 Budget Priorities, Ordinances 15-26, 15-27, and 15-28

A **public hearing** is scheduled for **Monday, August 10, 2015** during a Regular City Council Meeting. The meeting begins at 6:00 p.m. in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

2016 Budget Priorities

Ordinances 15-26, 15-27, and 15-28 internet address:

<http://www.cityofhomer-ak.gov/ordinances>

Ordinance 15-26, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Public Library Assistance Grant for FY 2016 in the Amount of \$6,650 for Books and Library Materials, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Library Director.

Ordinance 15-27, An Ordinance of the City Council of Homer, Alaska, Providing a Procedure for the Council to Consider Whether to Exclude Certain Properties From the Homer Natural Gas Distribution Special Assessment District. Burgess.

Ordinance 15-28, An Ordinance of the Homer City Council Repealing and Reenacting Homer City Code Chapter 18.12, Municipal Property Sales, Regarding the Methods and Procedure for Disposing of Interests in Real Property Owned by the City. City Manager.



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

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

A handwritten signature in cursive script that reads "Jo Johnson".

Jo Johnson, MMC, City Clerk
Publish: Homer News: August 6, 2015

ORDINANCE REFERENCE SHEET
2015 ORDINANCE
ORDINANCE 15-26

An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a State of Alaska Public Library Assistance Grant for FY 2016 in the Amount of \$6,650.00 for Books and Library Materials, and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager/Library Director

1. City Council Regular Meeting July 27, 2015 Introduction
 - a. Memorandum 15-114 from Library Director as backup
 - b. Alaska Public Library Assistance Grant Agreement FY2016

2. City Council Regular Meeting August 10, 2015 Public Hearing and Second Reading
 - a. Memorandum 15-114 from Library Director as backup
 - b. Alaska Public Library Assistance Grant Agreement FY2016

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

3 City Manager/
4 Library Director

5 **ORDINANCE 15-26**
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 ACCEPTING AND APPROPRIATING A STATE OF ALASKA PUBLIC
9 LIBRARY ASSISTANCE GRANT FOR FY 2016 IN THE AMOUNT OF
10 \$6,650.00 FOR BOOKS AND LIBRARY MATERIALS, AND
11 AUTHORIZING THE CITY MANAGER TO EXECUTE THE
12 APPROPRIATE DOCUMENTS.
13

14 WHEREAS, The City submitted an application for the Alaska Public Library Assistance
15 Grant for books and library materials; and
16

17 WHEREAS, The State awarded the grant in the amount of \$6,650.00, requiring a local
18 match of \$7,000.00; and
19

20 WHEREAS, The match of \$7,000.00 was included in the 2015 budget.
21

22 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
23

24 Section 1. The Homer City Council hereby accepts and appropriates a State of Alaska
25 Public Library Assistance Grant in the amount of \$6,650.00 for books and library materials as
26 follows:
27

28 Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
100-030-4507	State of Alaska Public Library Assistance Grant	\$6,650.00

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34 Section 2. The City Manager is authorized to execute the appropriate documents.
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36 Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not
37 be codified.
38

39 ENACTED BY THE HOMER CITY COUNCIL this ___ day of _____, 2015.
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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second reading:

Effective Date:

Reviewed and approved as to form:

Mary K. Koester, City Manager

Thomas F. Klinkner, City Attorney

Date:_____

Date:_____



City of Homer

www.cityofhomer-ak.gov

Homer Public Library

500 Hazel Avenue
Homer, AK 99603

library@cityofhomer-ak.gov

(p) (907)-235-3180

(f) (907)-235-3136

Memorandum 15-114

TO: Mayor and Council
THROUGH: Katie Koester, City Manager
FROM: Ann Dixon, Library Director
DATE: July 10, 2015
SUBJECT: Alaska Public Library Assistance Grant Award and Budget Revision

Each year the Homer Public Library applies for the Alaska Public Library Assistance Grant, a matching grant funded by the State of Alaska. As in past years, we were awarded the grant. When we applied for the grant, the amount offered and requested was \$7,000. However, the State Library, which administers the grant, has reduced that amount to \$6,650 because not enough money was appropriated to fully fund the grants. In that case, each grant to qualifying libraries is reduced proportionally.

The Homer Public Library is obligated to match at the original amount of \$7,000. The funds are intended to be spent on books and library materials. Our current book budget meets the \$7,000 requirement.

I have revised the budget, as requested by the Alaska State Library. The agreement is ready to be approved and signed. It must be received by the State Library by September 1 in order to receive this year's award.

RECOMMENDATION: Approve Ordinance 15-26 accepting the Alaska Public Library Assistance Grant.



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Education &
Early Development**

DIVISION OF LIBRARIES, ARCHIVES & MUSEUMS
Alaska State Library

344 West Third Ave. STE 125
Anchorage, Alaska 99501-2338
Main: 907.269-6570
Fax: 907.269-6580

Linda S. Thibodeau, Director

July 1, 2015

Ann Dixon
Homer Public Library
500 Hazel Avenue
Homer, AK 99603

Dear Ann,

The total Public Library Assistance grant for FY2016 for the Homer Public Library will be \$6,650. Although the State Library has reduced the grant, your library may NOT reduce the amount of local match, **\$7,000.**

The reason that we will not be able to fund grant requests at \$7,000 is that the grant line in the State Library's budget has not been fully funded for some years. Since the money appropriated is not sufficient to fully fund the grants, regulations require that we: "reduce each grant proportionally."

In order to receive your grant check as soon as possible, please:

- **Return the enclosed grant agreement and budget revision as soon as you can.** Two different people (the librarian and the appropriate legal authority) must sign the grant agreement, since it is a legal document committing your library to certain obligations in return for receiving the public library assistance grant. Once we have your agreement and budget revision, we will start mailing out grant checks.
- **Please review your original grant budget and revise that budget to show how you plan to spend the lower amount of the grant.** For libraries without branches, show how you plan to spend \$6,650, rather than the \$7,000 you requested on the grant application. We have included a copy of the budget from your original grant application and a budget revision form. This budget revision form should be submitted with your grant agreement.
- As you fill out the budget revision form, please remember that the library **MUST** spend at least \$3,500 on the Collection (Library Materials). **Of this \$3,500, each library may include UP TO a total of \$500 for Electronic Materials and Online Services. We have broadened the definition of Electronic Materials and Online Services to include: Internet Service Provider (ISP) fees, OCLC license fees, and database access or purchase fees.**

PLAG Cover letter
Page two of two
July 1, 2015

The FY2016 Public Library Assistance grant year starts July 1, 2015. Librarians and officials should carefully note and follow the regulations governing the administration of this grant. To remain eligible for the grant, the library **MUST**:

- Submit by September 1, 2016 the following legally required reports for FY2016: Final Grant Report, Technology Report, and Annual Public Library Report.
- Spend at least \$3,500 on library materials and online services.
- Be open at least 10 hours per week for 48 weeks.
- Schedule some evening and weekend hours each week.
- Have **trained** paid or volunteer staff on duty in the library during **all** open hours.
- Combined school/public libraries must take special care to not use grant money or local funds used as matching money for school library purposes. This includes purchasing school-type library materials (books, magazines, etc.)

Each library director is required to attend at least 6 hours of continuing education during the current two year cycle, which includes FY2015 and FY2016 (July 2014 through June 2016). If you attended continuing education during FY2015, do be sure to record that training on your FY2015 public library annual report.

The State Library audits the records of selected libraries at the end of the grant year and reclaims any grant funds not properly accounted for. Also, any portion of this grant money not spent or encumbered by June 30, 2016 must be returned to the State Library. Please call or write if you have questions. You may contact me at: alex.pock@alaska.gov Thank you.

Sincerely,



Alex Pock
Grants Administrator

Alaska Public Library Assistance Grant Agreement FY2016

This agreement made and entered into this second day of July 2015, by and between the **Alaska State Library**, hereafter referred to as the Grantor; and the **Homer Public Library** hereafter referred to as the Grantee.

Whereas, the State of Alaska has appropriated funds for public library assistance; and whereas, the application of the Grantee for a grant for public library assistance has been approved. NOW THEREFORE, for and in consideration of the mutual covenants herein contained the parties hereto agree as follows:

The Grantor will agree to:

1. Furnish funds in the amount of **\$6,650**.
2. Provide advisory services in furtherance of the grant project.

The Grantee will agree to:

1. Expend local funds of at least **\$7,000** for project purposes. Funds may be expended only for public library purposes and must be clearly attributable to public library services and operations.
2. Provide at least the following services free to residents of the municipality or community:
 - Establish and maintain a collection of books and other materials for loan;
 - Provide access to interlibrary loans;
 - Provide reading or other educational programs for children; and
 - Provide reference information.
3. Abide by the conditions set forth in its application and approved by the Grantor, including:
 - The number and timing of open hours;
 - The existing and ongoing educational requirements for the library director.
4. Expend at least \$3,500 on library materials and online services for each outlet.
5. Have trained staff on duty in the library during the scheduled open hours.
6. Submit a Final Grant and Technology Report and Public Library Annual Report by September 1, 2016.
7. Maintain accurate records for auditing purposes.
8. Return any grant funds unexpended or unencumbered by June 30, 2016, and all funds for which there is no proper accounting.
9. Repay any portion of grant funds that have not actually been matched by local funds over the course of the grant period.
10. Receive prior approval from the Grantor for any line item change that exceeds 10% of the line item, except that no prior approval is required for:
 - Line item changes of less than \$100; or
 - Line item changes that add funds to library materials.

The source of funding for this agreement is as follows:

State Sources

\$6,650

By accepting this award or agreement, the grantee may become subject to the audit requirements of State of Alaska Administrative code 2 AAC 45.010. As a result, the grantee may be required to provide for an audit and to permit independent auditors to have access to their records and financial statements. The grantee should consult with an independent auditor for assistance in determining audit requirements for each fiscal year.

The undersigned understands and agrees to the conditions of this agreement. Both signatures are required.

For the Library

For the Legal Entity

Ann Huxon

Signature

Signature

Library Director 7/10/2015

Title

Title

Date

Date

**PLEASE MAKE A PHOTOCOPY OF THE SIGNED AGREEMENT FOR YOUR RECORDS
RETURN BY SEPTEMBER 1, 2014 TO: GRANTS ADMINISTRATOR, ALASKA STATE LIBRARY,
344 WEST THIRD AVENUE, SUITE 125, ANCHORAGE, AK 99501**

PUBLIC LIBRARY ASSISTANCE GRANT FY2016

Budget Revision

Budget Summary	Local Funds for Project	Grant Funds Requested	Total Project Budget
a. Personnel			
1. Salaries and Wages (Actual funds)	\$388,864	0	\$388,864
2. Benefits	\$250,360	0	\$250,360
3. Value of Volunteer Labor		Not applicable	
b. Collection (Library Materials)			
1. Books in Print Format	\$43,812	\$6,650	\$50,462
2. Subscriptions in Print Format	\$ 6,211	0	\$ 6,211
3. Audiovisuals	\$13,000	0	\$13,000
4. Electronic (Digital) Materials and Online Services (No computers or e-readers.)	\$10,977	0	\$10,977
5. Initial \$500 Spent on Internet Service Provider (ISP) Fees. (Report remaining ISP fees on line c-6. No computers or e-readers.)	\$ 500	0	\$ 500
6. Other Materials such as Microforms, Computer Software for Patron Use, Games and Toys. (No computers or e-readers.)	\$0	\$0	\$0
c. Other Expenditures			
1. Building Operations	\$76,067	0	\$76,067
2. Furniture, Equipment, Computers, E-Readers	\$ 6,758	0	\$ 6,758
3. Travel	\$ 7,300	0	\$ 7,300
4. Supplies	\$10,470	0	\$10,470
5. Services (Do NOT include internet service provider fees on this line.)	\$29,080	0	\$29,080
6. Internet Service Provider Fees paid beyond \$500 total. (List first \$500 of ISP fees on line b-5 above.)	\$ 6,000	0	\$ 6,000
7. All Other Unreported Expenditures.	\$ 5,462	0	\$ 5,462
d. Total	\$854,861	\$6,650	\$861,511

As Amended for Library Name: Homer Public Library

Signature: _____ Date _____

Approved: _____ Date _____

For the Alaska State Library: _____

1. The Alaska State Library must approve any change of more than 10% to any budget line on your original grant application. Please show the entire revised budget in the budget summary above.
2. Changes of less than \$100 to any line item or any change that adds funds to amounts budgeted for library materials (lines B1 through B6) do NOT need to be approved by the State Library, even if the change is more than 10%.
3. The librarian should sign this form, then fax it to 907-269-6580 or mail it to Alaska State Library, 344 West Third Avenue, Suite 125, Anchorage, AK 99501 or send a scanned copy to: *Alex.Pock@alaska.gov*
4. The grants administrator at the Alaska State Library will sign this form and return it to you.
5. Keep the signed copy of this budget revision with your original grant application. Questions? Call 1-800-776-6566!

12. **Fair Value Rate for Volunteer Labor:** If your library is claiming volunteer labor as part of the local match, please note the number of volunteer hours you expect to accrue during FY2016 and the hourly rate claimed. You may only claim up to the total number of hours that the library is open for the entire year. *(For the hourly rate, see Personnel on page 6 in the enclosed packet. In FY2016, the hourly rate has increased substantially.)*

Total Volunteer Hours: _____ times Hourly Rate: \$ _____ = Fair Value Rate for Volunteer Labor \$ _____

13. **Every public library that receives the Alaska public library assistance grant is required by law to provide four basic library services. Please answer the following questions for each of these four required services, even if you do not plan to use grant funds for that service.**
- a. Provide a collection of books and other materials for loan – How will this your library collections be increased or improved? What activities will you undertake to achieve your objectives? Will staff receive training in this service area? How will you evaluate improvements to your library collections? Please be specific.
- The Public Library Assistance Grant will be used to purchase books for the Homer Public Library. Fiction and nonfiction in the adult, young adult and juvenile collections will be updated and expanded to provide accurate and current materials for patrons. Worn-out but still popular titles will be replaced.
- Guided by our recently updated collection development policy, and utilizing a variety of reviewing resources, library staff will evaluate, select and purchase books to meet the interests and needs of the Homer community.
- Collection development staff receives on-going training in their areas of acquisitions, through webinars, online classes, and attendance at library workshops and conferences.
- In 2014 HPL added 4,299 print volumes and withdrew 4,403, for a total book count of 39,954 print volumes. A PLAG grant of \$7,000 should enable us to add at least 280 books at \$25/book.
- b. Provide access to interlibrary loan (ILL) services – How will ILL service be increased or improved? What activities will you undertake to achieve your objectives? Will staff receive training in this service area? Do you plan to use the 800# ILL and Reference Backup Service in Anchorage to provide ILLs to your patrons? (See box below.) How will you evaluate improvements to ILL services? Please be specific.

In 2014 HPL borrowed 322 items and loaned 492. Increasing and improving our collection enables us to decrease our borrowing and to serve as a lending resource for other libraries. Library staff continues to use CLIO software to manage ILL requests, as well as to determine borrowing trends, which assists collection development staff in selecting purchases. No one was able to attend the Northwest Interlibrary Loan and Resource Sharing Conference in 2014 but we hope to this year. Both staff members who process Interlibrary Loans receive on-going training as it is available through OCLC. We have used the 800# ILL and Reference service this past year and will continue to do so when we need help. This past year we have facilitated several major research projects involving multiple ILL requests from out-of-state sources.

Did you know that the State Library gives the Anchorage Public Library a grant every year to provide you with interlibrary loan and reference backup services for your patrons? If you need help with ILL, call the helpful ladies at 1-800-261-2838! (Please do NOT give this number to your patrons. Only library staff or library volunteers may use this number.)

- c. Provide reference services – How will reference services be increased or improved? What activities will you undertake to achieve your objectives? Will staff receive training in this service area? Do you plan to use the 800# ILL and Reference Backup Service in Anchorage to provide reference answers to your patrons? (See box below.) How will you evaluate improvements to reference services? Please be specific.

HPL provides reference services using print, electronic, and community resources. We answer questions and provide information by telephone, e-mail, and instant messaging. Staff continually evaluates titles in both print and electronic formats. We track use of these resources by staff and patrons to determine levels of use. For example, our previous online encyclopedia was not being used much so we are changed to a different product. We have subscribed to *America's News* for one year to test its usefulness to staff and patrons.

Patrons continue to request print reference materials, especially for maps, atlases, financial resources, how-to, and Alaskan materials. We are generally able to answer most questions to the satisfaction of our patrons but will utilize the Anchorage 800# when we cannot. Twice a year we collect data on reference questions to measure frequency, type, and method of request.

Don't forget that you can call the Anchorage Public Library for help with the reference questions you get from your patrons. The State Library gives Anchorage a grant every year so you can call the helpful ladies at 1-800-261-2838! (Please do NOT give this number to your patrons. Only library staff or library volunteers may use this number.)

- d. Provide reading and/or educational programs for children – How will children's programs be increased or improved? What activities will you undertake to achieve your objectives? Will staff receive training in this service area? How will you evaluate improvements to children's programming? For combined school public libraries, what programs are you planning for pre-school children? Please be specific.

HPL has three year-round programs for children: Preschool Story Hour, Small Fry Storytime for children under two years, and the Summer Reading Program. In 2014, 3,707 patrons attended story times, up from 3,043 in 2013. Attendance at Summer Reading Program events was 844, a modest increase from the previous year at 818. In 2014 our Youth Services Librarian position was increased to full-time, enabling us to increase our story times to three per week, add monthly special events, and conduct outreach activities. The youth librarian has also focused on collection development.

Both our Youth Services Librarian and I attended Every Child Ready to Read training in October. She participates in online training, attends AKLA, and conducts training for others in early childhood media. Library staff and Friends of the Homer Library board members regularly review our children's programming. We solicit ideas, suggestions, and community participation in programs and events for children. Participation numbers and patron feedback are important factors in our evaluation.

Note: This grant application is a legal document committing your library to a specific course of action. This application MUST have two signatures from two different people.

For the Library:

Ann Dixon

Print or Type Name

Ann Dixon

Signature

Director

Title

3/20/2015

Date

For the Legal Entity:

Jo Johnson

Print or Type Name

Jo Johnson

Signature

*Acting
City Manager*

Title

3/20/15

Date

Questions? Contact Alex Pock, 1-800-776-6566

**Copy application for your files and return original application to: Grants Administrator,
Alaska State Library, 344 West Third Avenue, Suite 125, Anchorage, AK 99501**

ORDINANCE REFERENCE SHEET
2015 ORDINANCE
ORDINANCE 15-27

An Ordinance of the City Council of Homer, Alaska, Providing a Procedure for the Council to Consider Whether to Exclude Certain Properties From the Homer Natural Gas Distribution Special Assessment District.

Sponsor: Burgess

1. City Council Regular Meeting July 27, 2015 Introduction
 - a. Ordinance 13-02 as backup
 - b. Resolutions 12-076, 13-090, 14-092(A), 15-005, 15-012, 15-016, and 15-017 as backup

1. City Council Regular Meeting August 10, 2015 Public Hearing and Second Reading
 - a. Ordinance 13-02 as backup
 - b. Resolutions 12-076, 13-090, 14-092(A), 15-005, 15-012, 15-016, and 15-017 as backup

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

Burgess

3
4 **ORDINANCE 15-27**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 PROVIDING A PROCEDURE FOR THE COUNCIL TO CONSIDER
8 WHETHER TO EXCLUDE CERTAIN PROPERTIES FROM THE
9 HOMER NATURAL GAS DISTRIBUTION SPECIAL ASSESSMENT
10 DISTRICT.

11
12 WHEREAS, By Ordinance 13-02, adopted February 11, 2013, the City created the Homer
13 Natural Gas Distribution Special Assessment District (“District”); and

14
15 WHEREAS, By Resolution 12-076, adopted August 27, 2012, the City previously had
16 adopted criteria for excluding from the District properties that would not receive any benefit
17 from the improvement in the District; and

18
19 WHEREAS, By Resolution 13-090, adopted September 9, 2013, Resolution 14-092(A),
20 adopted September 8, 2014, Resolution 15-005, adopted January 12, 2015, Resolution 15-012,
21 adopted March 9, 2015, and Resolution 15-016, adopted March 16, 2015, the City amended
22 the preliminary assessment roll for the District to exclude certain properties from the District
23 under the criteria in Resolution 12-076; and

24
25 WHEREAS, By Resolution 15-017, adopted March 23, 2015, the City confirmed the
26 assessment roll for the District, and from the date of the adoption of Resolution 15-017, a
27 property owner that objected to an assessment had 30 days to appeal the assessment to the
28 Superior Court under HCC 17.04.130; and

29
30 WHEREAS, Notwithstanding the expiration of the appeal period under HCC 17.04.130,
31 the Council finds that it would be equitable to allow an additional time period in which
32 properties may be excluded from the District under the criteria and the procedure in this
33 ordinance.

34
35 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

36
37 Section 1. Procedure for exclusion from District.

38 A. Either a person who owns property in the District or a Council member may apply
39 to the City to have the property excluded from the District under either of the following
40 grounds:

- 41 1. The property does not benefit from the improvement under the criteria in
42 Resolution 12-076; or

43 2. ENSTAR has informed the owner of the property owner that under the terms
44 of the ENSTAR Tariff a main extension will be required to provide natural gas service to
45 the property.

46 The Council will not consider applications to exclude property from the District on any
47 grounds other than those stated above. Grounds for exclusion that the Council will not
48 consider include without limitation that the assessment imposes economic hardship on the
49 property owner, that the property owner has no present plan to develop the property, and
50 that the property owner has no present plan to obtain natural gas service to the property.

51 B. To obtain an exclusion of property from the District, the property owner or Council
52 member must submit a written application for the exclusion of the property to the City Clerk
53 no later than the date specified in Section 3 of this ordinance. The application must state the
54 name, address and telephone number of the property owner, identify the property by legal
55 description, street address and Kenai Peninsula Borough tax parcel number, and include a
56 statement of the specific facts that the applicant believes would support exclusion of the
57 property from the District under either of the grounds for exclusion in subsection A of this
58 section.

59 C. The City Clerk will return an incomplete application under subsection B of this
60 section to the applicant, with a description of the missing information. If the City Clerk finds
61 that an application has all of the information required by that subsection, the City Clerk will
62 schedule a public hearing on the application before the Council on a first come, first served
63 basis. The hearing shall be at a regular Council meeting on a date that will allow the City
64 Clerk to give at least 15 days' written notice of the hearing by mail to the applicant, and the
65 property owner if the property owner is not the applicant. At the hearing, the applicant will
66 have the burden of proving that the property satisfies either of the grounds for exclusion from
67 the District in subsection A of this section.

68 D. In addition to the property satisfying one of the grounds for exclusion in subsection
69 A of this section, approval of an exclusion of property from the District is subject to the
70 Council's determination that after the exclusion there will be sufficient funds available from
71 the assessment of properties in the District and other sources to satisfy the City's obligations
72 to the Kenai Peninsula Borough ("Borough") under the Loan Agreement between the City and
73 the Borough for the financing of the cost of the improvement in the District.

74 E. At the conclusion of the hearing, the Council will take one of the following actions,
75 in its sole discretion:

- 76 1. Adopt or reject a resolution excluding the property from the District; or
77 2. Continue the hearing to allow the applicant time to provide additional
78 information in support of the application.

79 F. The decision of the Council on an application is final and non-appealable.
80

81 Section 2. Assessment payments must be current; refund. The City Clerk will not
82 accept an application, and the Council will not consider or act on an application, unless the
83 property that is the subject of the application is, and remains, current in the payments on its
84 assessment in the District. If the Council adopts a resolution excluding a property from the

85 District, the City shall refund all payments made for the property on its assessment in the
86 District [without interest] to the record owner of the property as of the effective date of the
87 resolution.
88

89 Section 3. Limitation on time to apply for exclusion. The City Clerk will not accept an
90 application, and the Council will not consider or act on an application, to exclude property
91 from the District unless the application is complete and submitted to the City Clerk on or
92 before the date that is 18 months after the effective date of this ordinance.

93
94 Section 4. This ordinance is not permanent in nature, and shall not be codified.

95
96 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
97 _____, 2015.

98
99 CITY OF HOMER

100
101
102 _____
103 MARY E. WYTHE, MAYOR

104 ATTEST:

105
106
107 _____
108 JO JOHNSON, MMC, CITY CLERK

109
110
111
112
113 YES:

114 NO:

115 ABSTAIN:

116 ABSENT:
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121 First Reading:

122 Public Hearing:

123 Second Reading:

124 Effective Date:
125
126

127 Reviewed and approved as to form.

128

129 _____

130 Mary K. Koester, City Manager

131

132 Date: _____

133

134 Fiscal Note: Unknown at this time.

Thomas Klinkner, City Attorney

Date: _____

85 ATTEST:

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87

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89 
JO JOHNSON, CMC, CITY CLERK

90

91 YES: 6

92 NO: 6

93 ABSTAIN: 6

94 ABSENT: 6

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96 First Reading: 1/28/13

97 Public Hearing: 2/11/13

98 Second Reading: 2/11/13

99 Effective Date: 2/12/13

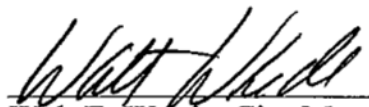
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101 Reviewed and approved as to form:

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Walt E. Wrede, City Manager

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108 Date: 2/14/13


Thomas F. Klinkner, City Attorney

Date: 2-20-13

37 which parcels within the City limits will not be directly served by gas distribution mains
38 constructed under the special assessment improvement plan.

39 BE IT FURTHER RESOLVED that the Council hereby adopts the following set of
40 exclusion criteria:

- 41 • Undeveloped rural areas, parcels, or subdivisions which have no developed road access,
42 no homes or businesses, and no city utilities.
- 43 • Parcels where a run of more than ½ mile is necessary in order to serve one or just a few
44 customers. (With the possible exception of the Spit)
- 45 • Lots that have severe constraints for development such as steep slope, tideland, or other
46 physical reasons.
- 47 • Lots that do not border a dedicated public right of way.
- 48 • Lots with legal restrictions on their development, such as conservation easements or
49 designated park lands.

50 BE IT FURTHER RESOLVED that a preliminary map showing the proposed location of
51 parcels which would be excluded from direct service and gas main extension under these criteria
52 and the assessment district improvement plan was presented with this resolution and is
53 incorporated herein.

54 PASSED AND ADOPTED by the Homer City Council this 27th day of August, 2012.


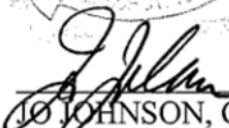
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CITY OF HOMER



JAMES C. HORNADAY, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: N/A

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

3 City Clerk

4 **RESOLUTION 13-090**

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE
7 PRELIMINARY ASSESSMENT ROLL FOR THE HOMER NATURAL
8 GAS SPECIAL ASSESSMENT DISTRICT BY EXEMPTING CERTAIN
9 PROPERTIES AND MAKING AMENDMENTS FOR RECORDED
10 PROPERTY PLAT ACTIONS THROUGH AUGUST 27, 2013.

11
12 WHEREAS, Council adopted Ordinance 13-02 on February 11, 2013 creating the City of
13 Homer Natural Gas Distribution Special Assessment District; and

14
15 WHEREAS, Upon adoption of Ordinance 13-02, certain properties were exempted from
16 the special assessment district including lands that changed through a platting action
17 recorded on or prior to January 28, 2013, and additional lands that were exempt from the
18 district because of criteria in Resolution 12-076; and

19
20 WHEREAS, Updates to the preliminary assessment roll will be presented to Council
21 twice a year for the life of the project; and

22
23 WHEREAS, Between January 28 and August 27, 2013 one additional property is
24 exempted and lot line vacations and new lots created by platting actions are outlined on
25 *Attachment A*; and

26
27 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the
28 preliminary assessment roll for the Homer Natural Gas Special Assessment District by
29 exempting certain properties and making amendments for recorded property plat actions
30 through August 27, 2013 as outlined on *Attachment A*, a copy of which is attached and
31 incorporated herein.

32
33 PASSED AND ADOPTED by the Homer City Council this 9th day of September, 2013.
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CITY OF HOMER

FRANCIE ROBERTS, MAYOR PRO TEMPORE

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

August 2013 Changes to the Preliminary Assessment Roll for the Homer Natural Gas Special Assessment District

New Exempt Lots				
Parcel ID	Owner	Legal Description	Reason for Change from Preliminary Assessment Roll Resolution 12-081	
17520011	Laukitis Living Trust	T 6S R 13W SEC 19 SEWARD MERIDIAN HM THAT PTN OF GL 6 BEGIN AT INTERSECTION S LINE OLSEN LN & EAST LINE SEC 19 TH NWLY ALONG SOUTH LINE OLSEN LN 100 FT TO POB TH CONTINUE ALONG SAID LINE 62 FT TH SOUTH 135 FT M/L TH SELY ALONG KACHEMAK BAY 50 FT M/L TH NORTH 125 FT M/L TO POB	Lot is difficult to develop due to bluff location and limited usable uplands.	
Recorded Platting Actions				
Lot line vacation				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17526028	Homer Independent Baptist Church	HM 2013015 Forest Glen Subdivision 2013 Replat Lot 1A	Lot lines combined. Three assessments will be levied on the new lot, one each for the original three lots.	17526009, 17526010, 17526011 Forest Glen Sub Unit 1 Block 1 Lots 1, 2, 3
17511223	Sharon Selby	HM 2013006 Homer Enterprises Inc Sub 2013 Replat Lot 8A Block 1	Lot lines combined. Former lot 10 was already exempted from the district see Memorandum 13-17. The remaining two parcels, lots 8 and 9, were combined with lot 10 to create one large lot (now called 8A). The original lots 8 & 9 each had an assessment. This new lot, 8A, will be assessed for the original two assessments.	17511208, 17511209 Homer Enterprises Inc Sub Lot 8 Block 1, and Lot 9 Block 1.
New Lots created				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17513349	Christian Community Church	HM 2013010 Bunnells Sub No 23 Lot A-2	Original lot split into two lots. This parcel is new and an additional assessment will be levied.	17513340 Bunnell's Sub No. 19 Tract A
17513348	Christian Community Church	HM 2013010 Bunnells Sub No 23 Lot A-1	Original lot split into two lots. This parcel is the existing lot. One assessment will be due for this lot.	17513340 Bunnell's Sub No. 19 Tract A
17410019	Todd Hoppe	HM 2013009 Paradise South Sub 2012 Lot 3-B1	Original lot split into two lots. This parcel is the existing lot. One assessment will be due for this lot.	17410003 Paradise South Sub No 4 Lot 3-B Block 1
17410020	Todd Hoppe	HM 2013009 Paradise South Sub 2012 Lot 3-B2	Original lot split into two lots. This parcel is new and an additional assessment will be levied.	17410003 Paradise South Sub No 4 Lot 3-B Block 1

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**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 14-092(A)

A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE PRELIMINARY ASSESSMENT ROLL FOR THE HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT BY EXEMPTING CERTAIN PROPERTIES AND MAKING AMENDMENTS FOR RECORDED PROPERTY PLAT ACTIONS THROUGH AUGUST 27, 2013.

WHEREAS, Council adopted Ordinance 13-02 on February 11, 2013 creating the City of Homer Natural Gas Distribution Special Assessment District; and

WHEREAS, Upon adoption of Ordinance 13-02, certain properties were exempted from the special assessment district including lands that changed through a platting action recorded on or prior to January 28, 2013, and additional lands that were exempt from the district because of criteria in Resolution 12-076; and

WHEREAS, Updates to the preliminary assessment roll will be presented to Council twice a year for the life of the project; and

WHEREAS, Between August 27, 2013 and July 28, 2014 four additional properties are exempted and lot line vacations and new lots created by platting actions are outlined on Attachment A; and

WHEREAS, A number of lots are exempted and because of engineering and construction changes they are not served.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the preliminary assessment roll for the Homer Natural Gas Special Assessment District by exempting certain properties and making amendments for recorded property plat actions through July 28, 2014 as outlined on Attachment A, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 8th day of September, 2014.

CITY OF HOMER


MARY E. WYTHE, MAYOR

43 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



New Exempt Lots		Reason for Change from Preliminary Assessment Roll Resolution 12-081
Parcel ID	Owner	Legal Description
17357079	Kristine Holdiered	T 6S R 14W SEC 13 SEWARD MERIDIAN HM 2001078 ARNO SUB LOT 2 THAT PORTION LYING OUTSIDE HOMER CITY LIMITS
17507014	Eugene and Patricia Mangiardi	T 6S R 14W SEC 23 SEWARD MERIDIAN HM 0760075 COUNTRY CLUB ESTATES SUB TRACT 4
17522017	Mary McCann	T 6S R 14W SEC 23 SEWARD MERIDIAN HM 0670482 BAYCREST SUB LOT 49
17701075	Linda Drummond	T 6S R 13W SEC 17 SEWARD MERIDIAN HM 2000070 BAYVIEW GARDENS ADDN # 8 LOT B4
Gas Line not constructed to properties - Properties excluded from assessment		
17928028	David A Yenney	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0750042 TIETJEN RESUB OF TRACTS G & H TRACT G-3
17928026	David A Yenney	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0750042 TIETJEN RESUB OF TRACTS G & H TRACT G-1
17928027	David A Yenney	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0750042 TIETJEN RESUB OF TRACTS G & H TRACT G-2
17730287	Joshua Cooper and Sabrina Malchoff	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0800054 D G ACRES SUB LOT 26-B
17730288	Joshua Cooper and Sabrina Malchoff	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0800054 D G ACRES SUB LOT 26-A
17324142	Daniel and Brenda Farren	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0860023 WESTWOOD ESTATES SUB AMENDED LOT 33
17324143	Daniel and Brenda Farren	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0860023 WESTWOOD ESTATES SUB AMENDED LOT 34
17324144	Daniel and Brenda Farren	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0860023 WESTWOOD ESTATES SUB AMENDED LOT 35
17913310	John Mitchell	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 49

September 2014 Changes to the Preliminary Assessment Roll
for the Homer Natural Gas Special Assessment District

Current as of 7/28/14

17913308	John Mitchell	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 51	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913309	John Mitchell	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 50	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913307	John Mitchell	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 52	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913207	Thomas and Debora Kerns, Carol Sachek	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 41	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913208	Thomas and Debora Kerns, Carol Sachek	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 42	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913209	David and Susan Hanson	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 43	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913210	David and Susan Hanson	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 44	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913211	David and Susan Hanson	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 45	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913311	David and Susan Hanson	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 48	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
17913312	David and Susan Hanson	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 0610256 VIRGINIA LYN SUB LOT 47	Virginia Lynn Way is not constructed in this location and no utilities are present. No gas line was constructed.	
Recorded Platting Actions				
Lot line vacation				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17324168	Atz Kilcher	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2013047 WINTERGREEN SUBDIVISION 2013 REPLAT LOT 5-A-1	Two assessments for this lot. Two lots were combined into one lot after the preliminary assessment roll was approved.	17324164, 17324165, Wintergreen Sub Lot 5 Replat Lots 5-A and 5-B
17348027	Velton, Samual and Jonathan Cason	T 6S R 14W SEC 13 SEWARD MERIDIAN HM 2013035 WEST HILL SUBD CASON 2013 ADDN LOT 1A	Four assessments for this parcel. Four parcels were combined into one lot after the preliminary assessment roll was approved.	17348011 West Hill Sub Lot 1 Blk 1, 17502023 Emerald Highland Estates Sub Unit 1 Lot1 Blk 1, 17502037 long legal, 17502083 Long legal

17710742	David Whitmire	Glacerview Whitmire Lot 4A	Two assessments for this lot. Two lots were combined into one lot after the preliminary assessment roll was approved.	17710729, 17710730 Glacier View Sub No 3 Lots 4 & 5, Block 11
17924036	Harmon Hall	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 2013043 SCENIC VIEW SUB SCENIC GROVE ADDN NO 1 2013 REPLAT LOT 2-A-1	Three assessments for this lot. Three lots were combined into one lot after the preliminary assessment roll was approved.	17924033, 17924034, 17924035 Scenic View Sub Scenic Grove Addn No 1 Lot 2, Lot 1 & lot 2-A Tract B
17720318	Melvyn Strydom	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2013042 GLACIER VIEW SUB 2013 REPLAT LOT 6A-1	Two assessments for this lot. Two lots were combined into one lot after the preliminary assessment roll was approved.	17720316, 17720317 long legals
17420318	East End Mini Storage LLC	T 6S R 13W SEC 11 SEWARD MERIDIAN HM 2013051 RUMLEY-COLLIE SUB SEVEN TRACT BC	Two assessments for this lot. Two lots were combined into one lot after the preliminary assessment roll was approved.	17420313, 17420314 Rumley Collie Sub No 6 Tracts B and C
New Lots created				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
179177230	Bruce Petska	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 2013032 BAY VIEW SUBD #3 2012 ADDN LOT 1-A2	One assessment for this lot. Parent parcel was split into two lots	17917227 Bayweiw Sub No 3 Replat of Lots 54 & 55 Lot 1-A
17917729	Bruce Petska	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 2013032 BAY VIEW SUBD #3 2012 ADDN LOT 1-A1	One assessment for this lot. Parent parcel was split into two lots	17917227 Bayweiw Sub No 3 Replat of Lots 54 & 55 Lot 1-A
17512323	Koegh Robert Fox Plan	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013044 HARRINGTON HEIGHTS 2013 REPLAT LOT 9-A-2	One assessment for this lot. Parent parcel was split into two lots	17512320 Harrington Heights 2009 Lot 9-A Block 3
17512322	Koegh Robert Fox Plan	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2013044 HARRINGTON HEIGHTS 2013 REPLAT LOT 9-A-1	One assessment for this lot. Parent parcel was split into two lots	17512320 Harrington Heights 2009 Lot 9-A Block 3
Parcel and Legal Description Changes; no change in the number of assessments				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17712030	Point of View LLC	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2013054 YAH SURE SUB 2013 LOT 1A	One assessment. No change in number of assessments. Change in property lines resulted in a new parcel number and legal description	17712025 Yah Sure Sub Lot 1
17712031	Coastal Ventures LLC	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2013054 YAH SURE SUB 2013 LOT 2A	One assessment. No change in number of assessments. Change in property lines resulted in a new parcel number and legal description	17712024 Yah Sure Sub Lot 2
17719233	Dragonfly LLC	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2013052 NILS O SVEDLUND SUB 2013 REPLAT LOT 6-A-1	One assessment. No change in number of assessments. Change in property lines resulted in a new parcel number and legal description	17719226 Nils O Svedlund Sub No 7 Lot 6-A
17719234	City of Homer	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2013052 NILS O SVEDLUND SUB 2013 REPLAT LOT 7-A	One Assessment. No change in number of assessments. Change in property lines resulted in a new parcel number and legal description	17719209 Long legal

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**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 15-005

A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE PRELIMINARY ASSESSMENT ROLL FOR THE HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT BY EXEMPTING CERTAIN PROPERTIES AND MAKING AMENDMENTS FOR RECORDED PROPERTY PLAT ACTIONS THROUGH JANUARY 5, 2015.

WHEREAS, Council adopted Ordinance 13-02 on February 11, 2013 creating the City of Homer Natural Gas Distribution Special Assessment District; and

WHEREAS, Upon adoption of Ordinance 13-02, certain properties were exempted from the special assessment district including lands that changed through a platting action recorded on or prior to January 28, 2013, and additional lands that were exempt from the district because of criteria in Resolution 12-076; and

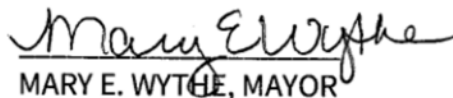
WHEREAS, Updates to the preliminary assessment roll will be presented to Council twice a year for the life of the project; and

WHEREAS, Between July 28, 2014 and January 5, 2015 one additional property is exempted and lot line vacations and new lots created by platting actions are outlined on Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the preliminary assessment roll for the Homer Natural Gas Special Assessment District by exempting certain properties and making amendments for recorded property plat actions through January 5, 2015 as outlined on Attachment A, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 12th day of January, 2015.

CITY OF HOMER


MARY E. WYTKIE, MAYOR

43 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



New Exempt Lots					
Parcel ID	Owner	Legal Description	Reason for Change from Preliminary Assessment Roll Resolution 12-081		
17404013	Marvin and Paula Tretkoff	T 6S R 13W SEC 9 SEWARD MERIDIAN HM E1/2 SW1/4 NE1/4 PORTION S OF SKYLINE DR	Very steep lot with very limited development potential		
18103404LH1	City of Homer	Former Alaska Ferry Adventure Lease	Lease has expired, lease lot is no longer part of the KPB tax roll. Base lot still has an assessment due.		
Recorded Platting Actions					
Lot line vacation					
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description	
	Tracey Knutsen	Lot 2D1 Bidarka Heights Unit 3 Knutson Replat	No tax ID number assign as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17501066, 17501067 Lots 2D and 2E, Bidarka Heights Unit 3 Inama Addition	
	South Peninsula Behavioral Health Services	Lot 12B-1 Block 3 Lakeside Village Sub 2014 Replat	No tax ID number assign as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17730255, Lakeside Village Sub Amended Lot 15 Blk 3, 17730295 Lakeside Village Subd No 7 Lot 12B Blk 3	
	William Jarrett Jr	Lot 2A Blk 6 Bayview Gardens 2014 Addn	No tax ID number assign as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17359402, 17359403 Lot 2 and 3 Blk 6 Bayview Gardens Sub Addn 1	
New Lots created					
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description	
18103403	City of Homer port lot	Homer Spit Amended Lot 49	KPB amended the tax ID of the lot based on lease information. Lease is now tied to lot 50. Lot 49 has a separate assessment.		
17701009	City of Homer	Barnett Sub Quiet Creek Addition 2014 Tract A2	One assessment due	17701082 Barnett Sub Quiet Creek Addn Tract A	
	Compass Rose Properties LLC	Lot F-1A Tietjen Sub Compass Addn	No tax ID number assign as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1	
	Compass Rose Properties LLC	Lot F-1B Tietjen Sub Compass Addn	No tax ID number assign as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1	
	Compass Rose Properties LLC	Lot F-1C Tietjen Sub Compass Addn	No tax ID number assign as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1	
	Kurt St. Jean	Lot 1-A2 Vineyard Estates 2014 Addn	No tax ID number assign as of 1/5/2015. One assessment due.	17702086 Vineyard Estates Replat 2005 Lot 1-A	
	Kurt St. Jean	Lot 1-A1 Vineyard Estates 2014 Addn	No tax ID number assign as of 1/5/2015. One assessment due.	17702086 Vineyard Estates Replat 2005 Lot 1-A	
	Stephen Rollins	Lot 4A Forest Glen Sub Unit 2 2014 Replat	No tax ID number assign as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4	

Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
	Stephen Rollins	Lot 4B Forest Glen Sub Unit 2 2014 Replat	No tax ID number assign as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4
	Stephen Rollins	Lot 4C Forest Glen Sub Unit 2 2014 Replat	No tax ID number assign as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4
Parcel and Legal Description Changes; no change in the number of assessments				
	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17512324	Marsha Korpi	Harrington Heights 2014 Replat Lot 3A	Shifting of common lot line. No change in number of assessments	17512306 HM 0640626 Harrington Heights Sub Lot 3 Block 3
17512325	Ken Bergman	Harrington Heights 2014 Replat Lot 1-A1	Shifting of common lot line. No change in number of assessments	17512317 HM 2002066 Harrington heights Bergman Addn Lot 1-A Blk 3
17409031	Doug and Sandra Stark	Paradise Heights Sub 2013 Replat Lot 14B-1	Shifting of common lot line. No change in number of assessments	17409024 Paradise Heights Park Resub Lot 14B
17409030	Doug and Sandra Stark	Paradise Heights Sub 2013 Replat Lot 14A-1	Shifting of common lot line. No change in number of assessments.	17409023 Paradise Heights Park Resub Lot 14A
17906108	Kenai Peninsula Housing Initiatives	Mattox Sub 2014 Lot 18-A1	Shifting of common lot line. No change in number of assessments.	17906101 Mattox Sub Lot 19 excluding DOT ROW
17906109	Kenai Peninsula Housing Initiatives	Mattox Sub 2014 Lot 19-A1	Shifting of common lot line. No change in number of assessments.	17906104 Mattox Sub Birch Terrace Replat Lot 19-A

New Exempt Lots				
Parcel ID	Owner	Legal Description	Reason for Change from Preliminary Assessment Roll Resolution 12-081	
17404013	Marvin and Paula Tretkoff	T 6S R 13W SEC 9 SEWARD MERIDIAN HM E1/2 SW1/4 NE1/4 PORTION S OF SKYLINE DR	Very steep lot with very limited development potential	
18103404LH1	City of Homer	Former Alaska Ferry Adventure Lease	Lease has expired, lease lot is no longer part of the KPB tax roll. Base lot still has an assessment due.	
Recorded Platting Actions				
Lot line vacation				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
	Tracey Knutsen	Lot 2D1 Bidarka Heights Unit 3 Knutson Replat	No tax ID number assignend as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17501066, 17501067 Lots 2D and 2E, Bidarka Hieghts Unit 3 Inama Addition
	South Peninsula Behavioral Health Services	Lot 12B-1 Block 3 Lakeside Village Sub 2014 Replat	No tax ID number assignend as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17730255, Lakeside Village Sub Amended Lot 15 Blk 3, 17730295 Lakeside Village Subd No 7 Lot 12B Blk 3
	William Jarrett Jr	Lot 2A Blk 6 Bayview Gardens 2014 Addn	No tax ID number assignend as of 1/5/2015. This action vacated a common property line. Two assessments are due.	17359402, 17359403 Lot 2 and 3 Blk 6 Bayview Gardens Sub Addn 1
New Lots created				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
18103403	City of Homer port lot	Homer Spit Amended Lot 49	KPB amended the tax ID of the lot based on lease information. Lease is now tied to lot 50. Lot 49 has a separate assessment.	
17701009	City of Homer	Barnett Sub Quiet Creek Addition 2014 Tract A2	One assessment due	17701082 Barnett Sub Quiet Creek Addn Tract A
	Compass Rose Properties LLC	Lot F-1A Tietjen Sub Compass Addn	No tax ID number assignend as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1
	Compass Rose Properties LLC	Lot F-1B Tietjen Sub Compass Addn	No tax ID number assignend as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1
	Compass Rose Properties LLC	Lot F-1C Tietjen Sub Compass Addn	No tax ID number assignend as of 1/5/2015. One assessment due.	17928010 Tietjen Sub Tract F-1
	Kurt St. Jean	Lot 1-A2 Vineyard Estates 2014 Addn	No tax ID number assignend as of 1/5/2015. One assessment due.	17702086 Vineyard Estates Replat 2005 Lot 1-A
	Kurt St. Jean	Lot 1-A1 Vineyard Estates 2014 Addn	No tax ID number assignend as of 1/5/2015. One assessment due.	17702086 Vineyard Estates Replat 2005 Lot 1-A
	Stephen Rollins	Lot 4A Forest Glen Sub Unit 2 2014 Replat	No tax ID number assignend as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4

	Stephen Rollins	Lot 4B Forest Glen Sub Unit 2 2014 Replat	No tax ID number assignend as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4
	Stephen Rollins	Lot 4C Forest Glen Sub Unit 2 2014 Replat	No tax ID number assignend as of 1/5/2015. One assessment due.	17527002 Forest Glen Sub Unit 2 Lot 4
Parcel and Legal Description Changes; no change in the number of assessments				
Parcel ID	Owner	New Legal Description	Notes	Old Parcel & Legal Description
17512324	Marsha Korpi	Harrington Heights 2014 Replat Lot 3A	Shifting of common lot line. No change in number of assessments	17512306 HM 0640626 Harrington Heights Sub Lot 3 Block 3
17512325	Ken Bergman	Harrington Heights 2014 Replat Lot 1-A1	Shifting of common lot line. No change in number of assessments	17512317 HM 2002066 Harrington heights Bergman Addn Lot 1-A Blk 3
17409031	Doug and Sandra Stark	Paradise Heights Sub 2013 Replat Lot 14B-1	Shifting of common lot line. No change in number of assessments	17409024 Paradise Heights Park Resub Lot 14B
17409030	Doug and Sandra Stark	Paradise Heights Sub 2013 Replat Lot 14A-1	Shifting of common lot line. No change in number of assessments.	17409023 Paradise Heights Park Resub Lot 14A
17906108	Kenai Peninsula Housing Initiatives	Mattox Sub 2014 Lot 18-A1	Shifting of common lot line. No change in number of assessments.	17906101 Mattox Sub Lot 19 excluding DOT ROW
17906109	Kenai Peninsula Housing Initiatives	Mattox Sub 2014 Lot 19-A1	Shifting of common lot line. No change in number of assessments.	17906104 Mattox Sub Birch Terrace Replat Lot 19-A

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

City Clerk

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4 **RESOLUTION 15-012**

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6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE PRELIMINARY ASSESSMENT ROLL FOR THE
8 HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT BY
9 EXEMPTING ONE PROPERTY AND CORRECTING ERRORS IN THE
10 ASSESSMENT ROLL.
11

12 WHEREAS, Council adopted Ordinance 13-02 on February 11, 2013 creating the City of
13 Homer Natural Gas Distribution Special Assessment District; and
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15 WHEREAS, Since the adoption of Ordinance 13-02, the Council has taken several
16 actions to delete properties from the preliminary assessment roll that it found would not be
17 benefited by the improvement, and to correct other errors in the preliminary assessment roll;
18 and
19

20 WHEREAS, The Council finds that it is necessary to amend the preliminary assessment
21 roll as provided herein to exempt one property that will not be benefited by the
22 improvement, and to correct other errors in the preliminary assessment roll.
23

24 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
25 amends the preliminary assessment roll for the Homer Natural Gas Special Assessment
26 District by exempting one property and correcting other errors in the assessment roll, as
27 shown on Attachment A, a copy of which is attached and incorporated herein.
28

29 PASSED AND ADOPTED by the Homer City Council on this 9th day of March, 2015.
30

31 CITY OF HOMER

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35 MARY E. WYTHE, MAYOR

36 ATTEST:

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40 JOE JOHNSON, MMC, CITY CLERK
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42 Fiscal Note: N/A

March 9, 2015 Changes to the Preliminary Assessment Roll
for the Homer Natural Gas Special Assessment District

New Exempt Lots						
Parcel ID	Owner	Legal Description	Reason for Change from Preliminary Assessment Roll Resolution 12-081	Notes	Change in assessment amount/Action to be taken	
17402412	Carol Griswold	Skyline View Sub Lot 1 Lying South of Diamond Ridge Road	Very steep lot with very limited development potential (landowner request)			
Corrections						
Parcel ID	Owner	Legal Description				
17730224	Micheal and Shilia Hough	Lakeside Village Sub Amended Lot 2 Blk 1		This lot is a common element in a condo development and should not be assessed, per legal council	Remove this tax ID from the assessment roll, and remove assessment.	
17731025C001	Micheal and Shilia Hough	T 6S R 13W SEC 20 Seward Meridian HM 2007003 KACHE		Change in assessment amount from one full assessment per unit, to one assessment for the building, split among the three units.	Change assessment amount from \$3,237.14 to \$1,079.05	
17731025C002	Micheal and Shilia Hough	T 6S R 13W SEC 20 Seward Meridian HM 2007003 KACHE		Change in assessment amount from one full assessment per unit, to one assessment for the building, split among the three units.	Change assessment amount from \$3,237.14 to \$1,079.05	
17731025C003	Ken Castner	T 6S R 13W SEC 20 Seward Meridian HM 2007003 KACHE		Change in assessment amount from one full assessment per unit, to one assessment for the building, split among the three units.	Change assessment amount from \$3,237.14 to \$1,079.05	
17419204	Kenneth and Roseleen Moore	Former Puffin Acres Sub Lot 1 Block 1		Staff did not catch this error until preparing the final assessment roll. This parcel was part of a plat recorded in December 2012, which vacated common lot lines, creating one large parcel. This parcel has been eliminated and should be removed from the assessment roll.	Remove this tax ID from the assessment roll, and remove assessment.	
17420317LH1	(Boatyard Burger Restaurant)			The Kenai Peninsula Borough is now assessing this as a boardwalk lease. The assessment district does not include assessments for this type of lease without real property attached to it.	Remove this tax ID from the assessment roll, and remove assessment.	
18103425	City of Homer	CITY OF HOMER PORT INDUSTRIAL SUB NO 2 LOT 13B		This parcel is leased, and the lease holder pays. Right now there are two assessments for the same piece of real estate; there should only be 1 in total. (Snug Harbor Lease)	Remove this tax ID from the assessment roll, and remove assessment.	
18103240	City of Homer	HOMER SPIT SUB NO 5 LOT 21		This parcel is leased, and the lease holder pays. Right now there are two assessments for the same piece of real estate; there should only be 1 in total. (SVT Lease)	Remove this tax ID from the assessment roll, and remove assessment.	
17940228LH7	K Bay Vending			This lease is no longer on the tax roll. Staff did not catch this error until preparing the final assessment roll. This was a lease inside of the Homer Airport Terminal, and should not have been included in the assessment district.	Remove this tax ID from the assessment roll, and remove assessment.	

Attachment A

March 9, 2015 Changes to the Preliminary Assessment Roll
for the Homer Natural Gas Special Assessment District

17305408	Scott Turner	T 6S R 13W SEC 9 SEWARD MERIDIAN HM 0940013 KELLY RANCH ESTATES SUB LOT 8 BLK 1	This lot does not have access to gas. it does not have road access and is north of Bridge Creek.	Remove this tax ID from the assessment roll, and remove assessment.
17305409	William Williams	T 6S R 13W SEC 9 SEWARD MERIDIAN HM 0940013 KELLY RANCH ESTATES SUB LOT 9 BLK 1	This lot does not have access to gas. it does not have road access and is north of Bridge Creek.	Remove this tax ID from the assessment roll, and remove assessment.

Parcel_ID	OWNER	ATTENTION	ADDRESS	CITY	STATE	ZIPCODE	COUNTRY	Assessed_Value	Count	Assessment	Corrected Legal Description
17516033CO01	RANDLE NORMAN L		166 W BUNNELL AVE APT 1	HOMER	AK	99603		\$93,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 101
17516033CO02	JOHNSON CHARLES C		PO BOX 293	HOMER	AK	99603		\$82,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 102
17516033CO03	SPRAGUE FAMILY TRUST		1525 CHELTEN WAY	SOUTH PASADENA	CA	91030		\$82,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 103
17516033CO04	RYCKMAN ARLINE		1325 BELLUGA CT	HOMER	AK	99603		\$82,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 104
17516033CO05	JONES JAMES T & DUKE DAVID L		166 W BUNNELL AVE APT 9	HOMER	AK	99603		\$82,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 105
17516033CO06	MORETH PATRICIA S		PO BOX 305	HOMER	AK	99603		\$82,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 106
17516033CO07	SPELL BENJAMIN DAVID		166 W BUNNELL AVE APT 2	HOMER	AK	99603		\$92,700.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 201
17516033CO08	BILBO RACHEL M DECLARATION OF TRUST		166 W BUNNELL AVE APT 4	HOMER	AK	99603		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 202
17516033CO09	GUTIERREZ R SCOTT		166 W BUNNELL AVE	HOMER	AK	99603		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 203
17516033CO10	BARTILSON JAMES		166 W BUNNELL AVE # 204	HOMER	AK	99603		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 204
17516033CO11	SWEENEY ADRIENNE W		135 W BUNNELL AVE	HOMER	AK	99603		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 205
17516033CO11	SWEENEY ALEXANDER J Jr		135 W BUNNELL AVE	HOMER	AK	99603		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 205
17516033CO12	SULLIVAN FAMILY TRUST		70 CEDAR AVE APT 1	COCOA BEACH	FL	32931		\$83,300.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 0810021 BAY WATCH CONDOMINIUMS UNIT 206
17516052CO01	INLET TRADING POST LLC		106 W BUNNELL AVE STE A	HOMER	AK	99603		\$253,400.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 2011002 INLET TRADING POST CONDOMINIUMS UNIT 1
17516052CO02	SAVORY LOVE LLC		PO BOX 2311	HOMER	AK	99603		\$55,600.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 2011002 INLET TRADING POST CONDOMINIUMS UNIT 2
17516056CO01	MARQUARDT KAREN A		3430 MAIN ST APT E	HOMER	AK	99603		\$124,700.00	1	\$3,237.14	T 6S R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 1

Parcel ID	OWNER	ATTENTION	ADDRESS	CITY	STATE	ZIP CODE	COUNTRY	Assessed Value	Count	Assessment	Corrected Legal Description
17516056C002	MEARES INVESTMENT COMPANY LIMITED PARTNERSHIP		PO BOX 9	ESTER	AK	99725		\$172,800.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 2
17516056C003	SWEENEY ADRIENNE W		135 W BUNNELL AVE	HOMER	AK	99603		\$172,700.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 3
17516056C003	SWEENEY ALEXANDER J Jr		135 W BUNNELL AVE	HOMER	AK	99603		\$172,700.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 3
17516056C004	CLAPP JAIME LYNN		PO BOX 4034	HOMER	AK	99603		\$168,500.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 4
17516056C004	CLAPP KELLY		PO BOX 4034	HOMER	AK	99603		\$168,500.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 4
17516056C005	STEPHENS MARJORIE G		3459 MAIN ST APT 5	HOMER	AK	99603		\$140,700.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 5
17516056C006	MARQUARDT KURT D		2205 LINCOLN AVE	ANCHORAG E	AK	99517		\$107,100.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 6
17516056C007	BOLING MICHAEL TODD		203 W PIONEER AVE STE 2	HOMER	AK	99603		\$174,300.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 7
17516056C007	BOLING BETH		203 W PIONEER AVE STE 2	HOMER	AK	99603		\$174,300.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 7
17516056C008	MILLER GARY		5201 E NORTHERN LIGHTS BLVD UNIT 4N	ANCHORAG E	AK	99508		\$143,400.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 8
17516056C008	MILLER SUSAN	C/O STEPHEN E & JANICE L NELSON TRUSTEES	5201 E NORTHERN LIGHTS BLVD UNIT 4N	ANCHORAG E	AK	99508		\$143,400.00	1	\$3,237.14	T 65 R 13W SEC 19 Seward Meridian HM 2008081 CHAMBERLAIN & WATSON OLD TOWN CO TTAGES ADD AMD UNIT 8
17701082C001	NELSON TRUST THE		PO BOX 992	PASO ROBLES	CA	93447		\$446,200.00	1	\$3,237.14	T 65 R 13W SEC 17 Seward Meridian HM 2005045 QUIET CREEK COMMUNITY PHASE 1 UN IT 702
17701082C002	LOCKWOOD HARLOW TRUST		602 PALLADIUM DR E	JOLIET	IL	60435		\$428,600.00	1	\$3,237.14	T 65 R 13W SEC 17 Seward Meridian HM 2005045 QUIET CREEK COMMUNITY PHASE 1 UN IT 704

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17701082CO03	GRIFFITH MARY ANN		706 QUIET CREEK DR # 706	HOMER	AK	99603		\$434,700.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005045 QUIET CREEK COMMUNITY PHASE 1 UN IT 706
17701082CO04	FRANK WILLIAM E & GAIL S		PO BOX 1749	ROCKPORT	TX	78381		\$432,800.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005045 QUIET CREEK COMMUNITY PHASE 1 UN IT 708
17701082CO05	FORRESTER FAMILY TRUST		PO BOX 371	HOMER	AK	99603		\$440,000.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005045 QUIET CREEK COMMUNITY PHASE 1 UN IT 710
17701082CO06	AMMERMAN ROBERT L		924 QUIET CREEK DR	HOMER	AK	99603		\$465,900.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 924
17701082CO06	AMMERMAN GAIL M		924 QUIET CREEK DR	HOMER	AK	99603		\$465,900.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 924
17701082CO07	NIKORA LEO & BEVERLEY TRUST		119 MISSION HILLS DR	RANCHO MIRAGE	CA	92270		\$466,100.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 926
17701082CO08	FEDERAL NATIONAL MORTG		PO BOX 650043	DALLAS	TX	75265-0043		\$470,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 928
17701082CO09	NEAL FAMILY LIMITED PARTNERSHIP		5800 LAKEWOOD RANCH BLVD N	LAKEWOOD RANCH	FL	34240		\$452,000.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 930
17701082CO10	DAVIDHIZAR FAMILY TRUST		511 KNOLL CIR	SOLDOTNA	AK	99669		\$469,600.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2006075 QUIET CREEK COMMUNITY LLC PHASE 2 UNIT 932
17701082CO11	FULLER DAVID L		PO BOX 837	GOODLAND	FL	34140		\$474,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007088 QUIET CREEK COMMUNITY LLC PHASE 3 UNIT 812
17701082CO11	FULLER JOAN A		PO BOX 837	GOODLAND	FL	34140		\$474,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007088 QUIET CREEK COMMUNITY LLC PHASE 3 UNIT 812
17701082CO12	ALASKA USA FEDERAL CREDIT UNION		4000 CREDIT UNION DR E	ANCHORAG	AK	99503		\$476,100.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007088 QUIET CREEK COMMUNITY LLC PHASE 3 UNIT 814
17701082CO13	BEERY TRUST		PO BOX 195	EXETER	CA	93221		\$473,800.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2009011 QUIET CREEK COMMUNITY LLC PHASE 4 AMENDED UNIT 816
17701082CO14	ALASKA USA FEDERAL CREDIT UNION		4000 CREDIT UNION DR E	ANCHORAG	AK	99503		\$454,700.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2009011 QUIET CREEK COMMUNITY LLC PHASE 4 AMENDED UNIT 818
17701082CO15	ALASKA USA FEDERAL CREDIT UNION		4000 CREDIT UNION DR E	ANCHORAG	AK	99503		\$469,200.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2009011 QUIET CREEK COMMUNITY LLC PHASE 4 AMENDED UNIT 820
17716108CO01	ZATZ DANIEL		3430 MAIN ST STE C	HOMER	AK	99603		\$126,200.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 2002010 OLD TOWN PROFESSIONAL CENTER UNI T 1
17716108CO02	NORTH GULF OCEANIC SOCIETY		3430 MAIN ST STE B1	HOMER	AK	99603		\$126,000.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 2002010 OLD TOWN PROFESSIONAL CENTER UNI T 2

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17716108CO03	SEA GLO LLC		212 LEE DR	HOMER	AK	99603		\$155,300.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 2002010 OLD TOWN PROFESSIONAL CENTER UNIT T 3
17716108CO04	POSO ANNE M MARQUARDT ORMAN & MARY ANN REVOCABLE TRUST		PO BOX 1133	HOMER	AK	99603		\$151,500.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 2002010 OLD TOWN PROFESSIONAL CENTER UNIT T 4
17716108CO05			27712 N DESIERTO DR	RIO VERDE	AZ	85263		\$170,400.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 2002010 OLD TOWN PROFESSIONAL CENTER UNIT T 5
17727051CO01	WATSON JENNIFER		360 E INTERNATIONAL AIRPORT RD APT 1	ANCHORAG E	AK	99518		\$254,100.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward SW HM 2006047 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 2 UNIT 1
17727051CO01	WATSON BRIAN		360 E INTERNATIONAL AIRPORT RD APT 1	ANCHORAG E	AK	99518		\$254,100.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward SW HM 2006047 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 2 UNIT 1
17727051CO02	WALDVOGEL ETHAN R		159 MOUNTAIN VIEW DR UNIT B	HOMER	AK	99603		\$254,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward SW HM 2006047 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 2 UNIT 2
17727052CO01	LAFOND PAUL P REVOCABLE TRUST #2		171A MOUNTAIN VIEW DR	HOMER	AK	99603		\$254,000.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005024 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 1 UNIT 1
17727052CO02	ANDERSON CYNTHIA LYNN		171 MOUNTAIN VIEW DR # B	HOMER	AK	99603		\$257,600.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005024 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 1 UNIT 2
17727052CO02	ANDERSON DAVID NELS		171 MOUNTAIN VIEW DR # B	HOMER	AK	99603		\$257,600.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2005024 MOUNTAIN VIEW CONDOMINIUMS WEST PHASE 1 UNIT 2
17727066CO01	WILD REGULA		4611 JUNEAU ST APT 21 E	ANCHORAG E	AK	99503		\$147,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007036 HIGH TIDE CONDOMINIUMS UNIT 1
17727066CO02	KONDAK DOUGLAS J & MARGARIDA V		PO BOX 113	HOMER	AK	99603		\$147,300.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007036 HIGH TIDE CONDOMINIUMS UNIT 2
17727066CO03	LAVRAKAS JAMES EDWARD		PO BOX 1459	HOMER	AK	99603		\$166,700.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007036 HIGH TIDE CONDOMINIUMS UNIT 3
17727066CO03	LAVRAKAS RUTH ANN		PO BOX 1459	HOMER	AK	99603		\$166,700.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007036 HIGH TIDE CONDOMINIUMS UNIT 3
17727066CO04	KONDAK DOUGLAS J & MARGARIDA V		PO BOX 113	HOMER	AK	99603		\$166,700.00	1	\$3,237.14	T 6S R 13W SEC 17 Seward Meridian HM 2007036 HIGH TIDE CONDOMINIUMS UNIT 4
17730124CO01	PIETSCH JOEL		PO BOX 392	HOMER	AK	99603		\$147,400.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 0790140 BELUGA PROFESSIONAL CENTER CONDO MINIUMS UNIT 1
17730124CO01	PIETSCH TIA		PO BOX 392	HOMER	AK	99603		\$147,400.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 0790140 BELUGA PROFESSIONAL CENTER CONDO MINIUMS UNIT 1
17730124CO02	PIETSCH JOEL DAVID & TIA SYLANCE		PO BOX 392	HOMER	AK	99603		\$144,300.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 0790140 BELUGA PROFESSIONAL CENTER CONDO MINIUMS UNIT 2

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17730124C003	ANVIL CREEK INVESTMENT COMPANY LLC		PO BOX 2882	KENAI	AK	99611		\$161,200.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 0790140 BELUGA PROFESSIONAL CENTER CONDO MINIUMS UNIT 3
17730124C004	SPROUT FAMILY SERVICES INC		3691 BEN WALTERS LN STE 4	HOMER	AK	99603		\$132,200.00	1	\$3,237.14	T 6S R 13W SEC 20 Seward Meridian HM 0790140 BELUGA PROFESSIONAL CENTER CONDO MINIUMS UNIT 4
17902090C01	GARDENER BROOK		1876 TRITON CT UNIT B	HOMER	AK	99603		\$134,400.00	1	\$3,237.14	T 6S R 13W SEC 16 Seward Meridian HM 2007095 TRITON COURT CONDOMINIUMS UNIT 1
17902090C01	GARDENER DANIEL M Jr		1876 TRITON CT UNIT B	HOMER	AK	99603		\$134,400.00	1	\$3,237.14	T 6S R 13W SEC 16 Seward Meridian HM 2007095 TRITON COURT CONDOMINIUMS UNIT 1
17902090C02	TYLER CHRISTY R		PO BOX 3668	HOMER	AK	99603		\$138,100.00	1	\$3,237.14	T 6S R 13W SEC 16 Seward Meridian HM 2007095 TRITON COURT CONDOMINIUMS UNIT 2
17902090C02	TYLER JEFFREY J		PO BOX 3668	HOMER	AK	99603		\$138,100.00	1	\$3,237.14	T 6S R 13W SEC 16 Seward Meridian HM 2007095 TRITON COURT CONDOMINIUMS UNIT 2
17915047C01	IRELAND COLETTE P		PO BOX 3464	HOMER	AK	99603		\$194,300.00	1	\$3,237.14	T 6S R 13W SEC 22 Seward Meridian HM 2008015 KACHEMAK BAY CONDOMINIUMS UNIT 13A-1
17915047C02	IRELAND COLETTE P		PO BOX 3464	HOMER	AK	99603		\$200,200.00	1	\$3,237.14	T 6S R 13W SEC 22 Seward Meridian HM 2008015 KACHEMAK BAY CONDOMINIUMS UNIT 13A-2
17918113C001	ARNOLD PATRICIA ANN		3479 LANDINGS ST APT 1	HOMER	AK	99603		\$85,600.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 01
17918113C002	MERSON CHRISTY L BUZUNIS GARY R & LOUELLA FAMILY 2002 TRUST		PO BOX 1677	HOMER	AK	99603		\$91,500.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 02
17918113C003	LOUELLA FAMILY 2002 TRUST		PO BOX 39376	NINILCHIK ANCHORAG	AK	99639		\$24,000.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 03
17918113C004	MANUEL MARY H		6721 CROOKED TREE DR E	HOMER	AK	99507		\$23,200.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 04
17918113C005	MARTIN BRITTNEY R		PO BOX 604	HOMER	AK	99603		\$45,700.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 05
17918113C005	MARTIN JEROMY S BUZUNIS GARY R & LOUELLA FAMILY 2002 TRUST		PO BOX 604	HOMER	AK	99603		\$45,700.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 05
17918113C006	MARITIME HELICOPTERS INC		PO BOX 39376	NINILCHIK	AK	99639		\$77,400.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 06
17918113C007	MDIC LLC		3520 FAA RD	HOMER	AK	99603		\$85,700.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 07
17918113C008	WALTON INDY		PO BOX 615	HOMER	AK	99603		\$91,300.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 08
17918113C009	WALTON STEPHANIE		38725 GAVIN CIR	SOLDOTNA	AK	99669		\$87,100.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 21
17918113C010	CLARK LIEU THI VO		38725 GAVIN CIR	SOLDOTNA	AK	99669		\$87,100.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 21
17918113C010	CLARK TRAVIS P		226 DELTA DR	MANDEVILL	LA	70448		\$90,800.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 22
17918113C010	CLARK TRAVIS P		226 DELTA DR	MANDEVILL	LA	70448		\$90,800.00	1	\$3,237.14	T 6S R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 22

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17918113CO011	BUZUNIS GARY R & LOUELLA FAMILY 2002 TRUST		PO BOX 39376	NINILCHIK	AK	99639		\$22,400.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 23
17918113CO012	DEVANEY MICHAEL L		484 KLONDIKE AVE	HOMER	AK	99603		\$21,900.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 24
17918113CO013	DEVANEY KAREN S		484 KLONDIKE AVE	HOMER	AK	99603		\$21,900.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 24
17918113CO014	SCHIPPER LUKE M		1588 DRAKE RD	LANSING	IA	52151		\$47,200.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 25
17918113CO015	ALASKA SNOW TRUST		PO BOX 4103	HOMER	AK	99603		\$87,200.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 26
17918113CO016	KLABEN PAUL E		325 DOLCHOK LN	KENAI	AK	99611		\$85,100.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 27
17918113CO017	KLABEN SUZANNE		325 DOLCHOK LN	KENAI	AK	99611		\$85,100.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 27
17920218CO001	SMITH B RUSSELL		14201 SE PETROVITSKY RD STE A3	RENTON	WA	98058		\$92,700.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 28
17920218CO002	MERSON JOSHUA K & MESILLE C		PO BOX 2637	HOMER	AK	99603		\$102,700.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0800088 THE LANDINGS CONDOMINIUMS UNIT 30
17921006CO001	NIEMAN NANCY		PO BOX 2214	HOMER	AK	99603		\$103,100.00	1		T 65 R 13W SEC 21 Seward Meridian HM 2007020 BAY AVENUE CONDOMINIUMS UNIT 1
17921006CO002	NIEMAN RONALD JACK		PO BOX 1845	HOMER	AK	99603		\$102,300.00	1		T 65 R 13W SEC 21 Seward Meridian HM 2007020 BAY AVENUE CONDOMINIUMS UNIT 2
17921006CO003	OATES ROBERT		PO BOX 520	HOMER	AK	99603		\$135,900.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A1
17921006CO004	NIEMAN RONALD JACK		PO BOX 1845	HOMER	AK	99603		\$155,500.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A2
17921006CO005	WICK DONALD D & DIANE F HARDING MARY ANN LIVING TRUST		1363 BAY AVE APT 3	HOMER	AK	99603		\$155,500.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A3
17921006CO006	SHOLTON RITA N		PO BOX 69	HOMER	AK	99603		\$135,900.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A4
179300037CO01	SPRINGER AMY A		1665 BOB ATWOOD CIR E	ANCHORAG	AK	99517		\$138,000.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A5
179300037CO02	BROWNING RYAN E		PO BOX 855	HOMER	AK	99603		\$138,000.00	1		T 65 R 13W SEC 21 Seward Meridian HM 0850131 INTERLUDE CONDOMINIUM PHASE 1 UN IT A6
18103449CO001	HODGDON MARLENA R		PO BOX 2765	HOMER	AK	99603		\$185,300.00	1		T 65 R 13W SEC 15 Seward Meridian HM 2007054 CLOVER CONDOMINIUMS UNIT 1
18103449CO002	MICKS JOHN E & KLIMOW SUSAN S		PO BOX 3626	HOMER	AK	99603		\$186,000.00	1		T 65 R 13W SEC 15 Seward Meridian HM 2007054 CLOVER CONDOMINIUMS UNIT 2
18103449CO003	COGNICOM PROPERTIES LLC		1441 GWENN DR	ANCHORAG E	AK	99515		\$435,600.00	1		T 75 R 13W SEC 1 Seward Meridian HM 2001017 LANDS END LODGES CONDOMINIUMS UN IT 1
18103449CO004	DE MIKI DINA CHUNG TRUST		3135 KACHEMAK DR	HOMER	AK	99603		\$388,000.00	1		T 75 R 13W SEC 1 Seward Meridian HM 2001017 LANDS END LODGES CONDOMINIUMS UN IT 2
18103449CO005			6930 TULIPAN CT	CORAL GABLES	FL	33143		\$435,600.00	1		T 75 R 13W SEC 1 Seward Meridian HM 2001017 LANDS END LODGES CONDOMINIUMS UN IT 3

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18103449CO03	MIKI ROBERTO ALEJANDRO TRUST		6930 TULIPAN CT	CORAL GABLES	FL	33143		\$435,600.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2001017 LANDS END LODGES CONDOMINIUMS UN IT 3
18103449CO04	THE GORDONS LLC		1068 W FIREWEED LN STE A	ANCHORAG E	AK	99503		\$370,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2003007 LANDS END LODGES CONDOMINIUMS PHA SE 2 UNIT 4
18103449CO05	KACHEMAK BAY RETREAT LLC		1430 K ST	ANCHORAG E	AK	99501		\$583,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2003007 LANDS END LODGES CONDOMINIUMS PHA SE 2 UNIT 5
18103449CO06	HALL JARED A & HANNA VIRGENE		4747 POTTER CREST CIR E	ANCHORAG E	AK	99516		\$458,200.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2003007 LANDS END LODGES CONDOMINIUMS PHA SE 2 UNIT 6
18103449CO07	MINK PHILIP & ANNA LIVING TRUST		18310 POTTER BLUFF CIR	ANCHORAG E	AK	99516		\$373,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2005009 LANDS END LODGES CONDOMINIUMS PHA SE 3 UNIT 7
18103449CO08	COX GERALD F & LEMERE CYNTHIA A		48 AVON CIR	NEEDHAM	MA	02494		\$588,400.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2005009 LANDS END LODGES CONDOMINIUMS PHA SE 3 UNIT 8
18103449CO09	DESANNOY MICHAEL WILLIAM		BOX 547	NESTOR FALLS	ON	POX1K	CANADA	\$458,200.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2005009 LANDS END LODGES CONDOMINIUMS PHA SE 3 UNIT 9
18103449CO10	LE NHU-Y T		PO BOX 1283	BARROW	AK	99723		\$380,900.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006002 LANDS END LODGES CONDOMINIUMS PHA SE 4 UNIT 10
18103449CO11	KOCH CINDY C		1100 SW 27TH ST	RENTON	WA	98057		\$583,200.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006002 LANDS END LODGES CONDOMINIUMS PHA SE 4 UNIT 11
18103449CO11	KOCH HANS G		1100 SW 27TH ST	RENTON	WA	98057		\$583,200.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006002 LANDS END LODGES CONDOMINIUMS PHA SE 4 UNIT 11
18103449CO12	LE HIEU T		PO BOX 91059	ANCHORAG E	AK	99509		\$454,300.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006002 LANDS END LODGES CONDOMINIUMS PHA SE 4 UNIT 12
18103449CO13	THURSTON JAMES & JANET JOINT REVOCABLE TRUST		PO BOX 6469	HALIBUT COVE	AK	99603		\$411,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006012 LANDS END LODGES CONDOMINIUMS PHA SE 5 UNIT 13
18103449CO14	CSV ALASKA LLC		400 MACHELLE DR	CARY	IL	60013		\$521,200.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006012 LANDS END LODGES CONDOMINIUMS PHA SE 5 UNIT 14
18103449CO15	THE GORDONS LLC		1068 W FIREWEED LN STE A	ANCHORAG E	AK	99503		\$398,400.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2006012 LANDS END LODGES CONDOMINIUMS PHA SE 5 UNIT 15
18103449CO16	GORDON MICHAEL W		PO BOX 2939	HOMER	AK	99603		\$725,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2007069 LANDS END LODGES CONDOMINIUMS PHA SE 7 UNIT 16
18103449CO16	GORDON MICHELLE M		PO BOX 2939	HOMER	AK	99603		\$725,100.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2007069 LANDS END LODGES CONDOMINIUMS PHA SE 7 UNIT 16
18103449CO17	STASER JEFFREY B		2203 SORBUS WAY	ANCHORAG E	AK	99508		\$340,400.00	1	\$3,237.14	T 7S R 13W SEC 1 Seward Meridian HM 2007012 LANDS END LODGES CONDOMINIUMS PHA SE 6 UNIT 17

Parcel ID	OWNER	ATTENTION	ADDRESS	CITY	STATE	ZIPCODE	COUNTRY	Assessed Value	Count	Assessment	Corrected Legal Description
18103449CO17	STASER KAREN K		2203 SORBUS WAY	ANCHORAG E	AK	99508		\$340,400.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2007012 LANDS END LODGES CONDOMINIUMS PHA SE 6 UNIT 17
18103449CO18	LAWSON LARRY BARTLEY JEFFREY J AMENDED REVOCABLE TRUST		2490 S WOODWORTH LOOP STE 449	PALMER	AK	99645		\$503,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2007012 LANDS END LODGES CONDOMINIUMS PHA SE 6 UNIT 18
18103449CO19			PO BOX 945	ANCHOR POINT	AK	99556		\$403,000.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2007012 LANDS END LODGES CONDOMINIUMS PHA SE 6 UNIT 19
18103449CO20	OUZINKIE NATIVE CORPORATION		PO BOX 89	OUZINKIE	AK	99644		\$367,500.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2008073 LANDS END LODGES CONDOMINIUMS PHA SE 8 UNIT 20
18103449CO21	HOLLOWAY RAY A		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$545,500.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2008073 LANDS END LODGES CONDOMINIUMS PHA SE 8 UNIT 21
18103449CO21	SLEZEWSKI MICHELLE L		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$545,500.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2008073 LANDS END LODGES CONDOMINIUMS PHA SE 8 UNIT 21
18103449CO22	FREEMAN HOLDINGS OF ARKANSAS LLC		6700 SW TOPEKA BLVD # 610	TOPEKA	KS	66619		\$413,700.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2008073 LANDS END LODGES CONDOMINIUMS PHA SE 8 UNIT 22
18103449COG1	HOLLOWAY RAY A		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$36,700.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-1
18103449COG1	SLEZEWSKI MICHELLE L		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$36,700.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-1
18103449COG2	GORDON MICHAEL W		PO BOX 2939	HOMER	AK	99603		\$40,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-2
18103449COG2	GORDON MICHELLE M		PO BOX 2939	HOMER	AK	99603		\$40,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-2
18103449COG3	LAWSON LARRY		2490 S WOODWORTH LOOP STE 449	PALMER	AK	99645		\$40,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-3
18103449COG4	FREEMAN HOLDINGS OF ARKANSAS LLC		6700 SW TOPEKA BLVD # 610	TOPEKA	KS	66619		\$40,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-4
18103449COG5	MINK PHILIP & ANNA LIVING TRUST		18310 POTTER BLUFF CIR	ANCHORAG E	AK	99516		\$40,900.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-5
18103449COG6	SLEZEWSKI MICHELLE L		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$36,700.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-6
18103449COG6	HOLLOWAY RAY A		3001 WIDGEON LN APT 3	ANCHORAG E	AK	99508		\$36,700.00	1	\$3,237.14	T 75 R 13W SEC 1 Seward Meridian HM 2009003 LANDS END LODGES CONDOMINIUMS PHA SE 9 UNIT G-6

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**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 15-016

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE PRELIMINARY ASSESSMENT ROLL FOR THE
HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT BY
EXEMPTING PROPERTIES AND CORRECTING ERRORS IN THE
ASSESSMENT ROLL.

WHEREAS, Council adopted Ordinance 13-02 on February 11, 2013 creating the City of
Homer Natural Gas Distribution Special Assessment District; and

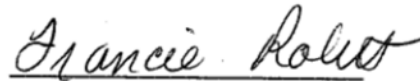
WHEREAS, Since the adoption of Ordinance 13-02, the Council has taken several
actions to delete properties from the preliminary assessment roll that it found would not be
benefited by the improvement, and to correct other errors in the preliminary assessment roll;
and

WHEREAS, The Council finds that it is necessary to amend the preliminary assessment
roll as provided herein to exempt properties that will not be benefited by the improvement,
and to correct other errors in the preliminary assessment roll.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
amends the preliminary assessment roll for the Homer Natural Gas Special Assessment
District by exempting properties and correcting other errors in the assessment roll, as shown
on Attachment A, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council on this 16th day of March, 2015.

CITY OF HOMER



FRANCIE ROBERTS,
MAYOR PRO TEMPORE

ATTEST:



JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

New Exempt Lots			
Parcel ID	Owner	Legal Description	Reason for Change from Preliminary Assessment Roll Resolution 12-081, and exemption from assessment
17411215	Colleen Todd	T 6S R 13W SEC 10 SEWARD MERIDIAN HM POR SW1/4 SE1/4 SE1/4 SE1/4 SW1/4 EXCLUDING DOT ROW	Property is inaccessible from legal access of East End Road - a creek/drainage lies between the road and the usable property. Physical access, and gas would be more likely from Larry Lane, which would require moving property lines or granting an easement.
18101017	Price Marital II Trust	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF THE W1/2 OF GOVT LOT 11 LYING NORTH OF HOMER SPIT RD	Property is mostly tidal beach and would be very difficult to develop
17501017	Kachemak Heritage Land Trust	T 6S R 14W SEC 14 SEWARD MERIDIAN HM E1/2 SE1/4 SE1/4 & E1/2 W1/2 SE1/4 SE1/4	Property has Sterling Highway frontage but is steep and inaccessible to development from that area. Physical access is more likely from the north, along Sunshine Drive. Sunshine Drive is an undeveloped right of way and gas is not available.
17405009	Bonnie (Stark) Thompson	T 6S R 13W SEC 9 SEWARD MERIDIAN HM 0790124 HIGH CLIFFS SUB 1979 AMENDED LOT 2	Lot is very steep and has a large ravine. Development will be very difficult (average slope 37% with no obvious building site under 25%)
17405009	William Ginnever	T 6S R 13W SEC 9 SEWARD MERIDIAN HM 0790124 HIGH CLIFFS SUB 1979 AMENDED LOT 3	Lot is very steep and has a smaller ravine. Development will be very difficult (average slope 37% with no obvious building site under 25%)
17910022	Majik Enterprises (Keith Spizzirri)	T 6S R 13W SEC 14 SEWARD MERIDIAN HM 0731555 CHARLES R HART & JAMES O CAMPBELL PROPERTY TRACT 53	Not served per Enstar
17910019	Majik Enterprises (Keith Spizzirri)	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 50	Not served per Enstar

Attachment A

March 16, 2015 Changes to the Assessment Roll
for the Homer Natural Gas Special Assessment District

Current as of 3/16/15 9:30 pm

17411120	Scott Dickerson	T 6S R 13W SEC 10 SEWARD MERIDIAN HM 0810055 SCENIC VIEW MARY A ALLEN 1981 SUB PARCEL A-4 TRACT A LOT 36-A	Undevelopable lot - creek drainage area
17411121	Scott Dickerson	T 6S R 13W SEC 10 SEWARD MERIDIAN HM 0810055 SCENIC VIEW MARY A ALLEN 1981 SUB PARCEL A-4 TRACT A LOT 35-A	Undevelopable lot - creek drainage area
17405031	Renee Janke	T 6S R 13W SEC 9 SEWARD MERIDIAN HM PORTION N OF EAST HILL RD SW1/4 SW1/4 NW1/4 NE1/4 SW1/4	small, steep parcel on East Hill Road, not developable, assessed value \$100.00
17702071	AK DOT & PF	T 6S R 13W SEC 17 SEWARD MERIDIAN HM 0830053 SUBDIVISION OF THE H LATHAM PROPERTY ROBERT HOEDEL 1983 TR B DEED OF RECORD BOUNDARY SURVEY LOT B-1	steep undevelopable tract the existing road location of East Hill Road
17507004	AK DOT & PF	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0000000 DAVID L BEAR 1954 BOUNDARY SURVEY TRACT 2	small tract, undevelopable given the road location and terrain
17421038	Jane Wiebe	T 6S R 13W SEC 11 SEWARD MERIDIAN HM 0900040 GJOSUND TRACTS THREE SUB TRACT B1	Not served per Enstar
17902154	Stream Hill Park Homeowners Association	T 6S R 13W SEC 16 SEWARD MERIDIAN HM 2008048 STREAM HILL PARK UNIT 2 TRACT B	park
17515215	Homer Council on the Arts	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0440049 BUNNELLS SUB N 40 FT OF S 75 FT OF LOT 67	Not developable
17717705	Findlay Abbott	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 42	Not developable
17316016	Larene Rogers	T 6S R 14W SEC 15 SEWARD MERIDIAN HM PTN OF SE1/4 NE1/4 LYING NORTH OF STERLING HWY & NW OF ROGERS LOOP (FORMERLY OLD STERLING HWY)	Part of original homestead
17316023	Larene Rogers	T 6S R 14W SEC 14 SEWARD MERIDIAN HM PTN OF SW1/4 NW1/4 LYING NORTH OF ROGERS LOOP (FORMERLY OLD STERLING HWY)	Part of original homestead
17316024	Larene Rogers	T 6S R 14W SEC 14 SEWARD MERIDIAN HM PTN OF SW1/4 NW1/4 LYING SOUTH OF ROGERS LOOP (FORMERLY OLD STERLING HWY)	Part of original homestead

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**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 15-017

A RESOLUTION OF THE HOMER CITY COUNCIL CONFIRMING THE ASSESSMENT ROLL, ESTABLISHING DATES FOR PAYMENT OF SPECIAL ASSESSMENTS AND ESTABLISHING DELINQUENCY, PENALTY, AND INTEREST PROVISIONS FOR THE HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT.

WHEREAS, In compliance with Homer City Code Chapter 17, Improvement Districts, the Homer City Council initiated a Homer Natural Gas Special Assessment District on July 23, 2012 via Resolution 12-069 assessing all parcels equally that benefited from the natural gas distribution system; and

WHEREAS, Public hearings were held on January 14 and 28, 2013 to hear objections to the formation of such district; and

WHEREAS, The objection deadline for written protests was January 25, 2013 and Owners of real property that would bear 50 percent or more of the assessed cost of the improvement did not file timely written objections to the improvement plan with the City Clerk; and

WHEREAS, Ordinance 13-02 was adopted by the Council on February 11, 2013 creating the Homer Natural Gas Special Assessment District; and

WHEREAS, The Homer Natural Gas Special Assessment District was completed by Enstar; and

WHEREAS, All assessment per parcel corrections deemed necessary have been made and a final assessment roll was prepared and public hearings were scheduled for March 9 and 16, 2015; and

WHEREAS, All record property owners within the district were mailed notice of their right to object, the website link to the final assessment roll, and notice of the March 9th and 16th public hearings; and

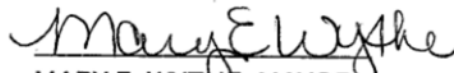
WHEREAS, The final assessment roll as presented by the City Clerk and reviewed and corrected where necessary and attached hereto as Attachment A, is hereby confirmed as the official assessment roll for the Homer Natural Gas Special Assessment District and the Mayor and Clerk shall be directed to sign same.

43 NOW, THEREFORE, BE IT RESOLVED THAT ON OR BEFORE 5:00 p.m. on July 1, 2015, all
44 assessments in the Homer Natural Gas Special Assessment District shall become due and
45 payable in full. All assessments not paid in full by this date shall be considered delinquent
46 and in default and shall have added a penalty of ten percent (10%) which penalty and
47 principal amount of the assessment shall both draw interest at a rate of three percent (3%)
48 per annum until paid. Should default occur, the City of Homer will institute a civil action for a
49 foreclosure of the assessment lien. Foreclosure shall be against all property on which
50 assessments are in default. All costs including collection and legal fees resulting from such
51 action, shall be added and incorporated into the assessed amount due plus interest and
52 penalties and shall be reimbursed from the proceeds of foreclosure sale of the assessed real
53 property; and

54
55 BE IT FURTHER RESOLVED that an optional ten (10) year payment plan is offered
56 whereby the assessment may be paid in ten (10) equal yearly installments plus interest of
57 four percent (4%) on the unpaid balance of the assessment. The first such installment shall be
58 due and payable without interest on or before 5:00 p.m. July 1, 2015 and each installment
59 thereafter shall be due on or before July 1st of each year, plus interest on the unpaid balance
60 of the assessment. If any annual installment payment is not received when due, the entire
61 outstanding principal amount of the assessment shall be in default and shall be immediately
62 due and payable. The entire outstanding assessment principal (including the annual
63 installment) shall have added a penalty of ten percent (10%) on the outstanding principal.
64 The principal and penalty shall draw interest at the rate of fifteen percent (15%) per annum
65 until paid. Should default occur, the City will institute civil action for foreclosure of the
66 assessment lien. Foreclosure shall be against all property on which assessments are in
67 default. All costs including collection and legal fees resulting from such action shall be added
68 and incorporated into the assessed amount due plus interest and penalties, and shall be
69 reimbursed from the proceeds of foreclosure sale of the assessed real property.

70
71 PASSED AND ADOPTED by the Homer City Council on this 23rd day of March, 2015.

72
73 CITY OF HOMER

74
75
76 
77 MARY E. WYTHE, MAYOR

78
79 ATTEST:

80
81 
82 _____
83 JO JOHNSON, MMC, CITY CLERK
84

85 Fiscal Note: Total project costs are \$12,359,388; 3,788 assessments = \$3,262.77 per parcel.
86
87

ORDINANCE REFERENCE SHEET
2015 ORDINANCE
ORDINANCE 15-28

An Ordinance of the Homer City Council Repealing and Reenacting Homer City Code Chapter 18.12, Municipal Property Sales, Regarding the Methods and Procedure for Disposing of Interests in Real Property Owned by the City.

Sponsor: City Manager

1. City Council Regular Meeting July 27, 2015 Introduction
 - a. Memorandum 15-123 from City Manager as backup
2. City Council Regular Meeting August 10, 2015 Public Hearing and Second Reading
 - a. Memorandum 15-123 from City Manager as backup

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

3 City Manager

4 **ORDINANCE 15-28**

5 AN ORDINANCE OF THE HOMER CITY COUNCIL REPEALING AND
6 REENACTING HOMER CITY CODE CHAPTER 18.12, MUNICIPAL
7 PROPERTY SALES, REGARDING THE METHODS AND PROCEDURE
8 FOR DISPOSING OF INTERESTS IN REAL PROPERTY OWNED BY
9 THE CITY.
10

11
12 THE CITY OF HOMER ORDAINS:

13
14 Section 1. Homer City Code Chapter 18.12, Municipal Property Sales, is repealed and
15 reenacted to read as follows:

16
17 Chapter 18.12
18 DISPOSAL OF REAL PROPERTY

19 Sections:

- 20 18.12.010 Powers.
21 18.12.020 Real property disposal procedure.
22 18.12.030 Appraisal.
23 18.12.040 Disposal for fair market value.
24 18.12.050 Exempted disposals of real property.
25 18.12.060 Easements, rights-of-way and other public areas.
26 18.12.070 Proceeds of sale of foreclosed properties.

27
28 18.12.010 Powers.

29 The city has the power to sell, donate, exchange or make other dispositions of real
30 property or interests in real property, subject to the requirements in this chapter.
31

32 18.12.020 Real property disposal procedure.

33 a. A proposal to dispose of real property owned by the city may be initiated by the city
34 manager or the council, or in response to a request received from any person.

35 b. The disposal of real property shall be authorized by ordinance. The ordinance shall
36 include a finding that the property is no longer required for a public use, and shall include
37 such terms and conditions of the disposal as the council shall determine. For property that
38 the city acquired through foreclosure, the ordinance shall include the information and be
39 adopted under the procedure required by HCC 18.06.042.

40 c. Notice of any proposed disposal of real property shall be posted on the city's
41 website for at least two consecutive weeks before the ordinance authorizing the transaction

42 is considered by the city council in final reading, in addition to any other notice required by
43 the Alaska Statutes.

44 d. Real property shall be sold at public auction or by an invitation for competitive
45 sealed bids or proposals, except when the council finds it is advantageous to the city to sell
46 real property by another method, including without limitation lotteries, over-the-counter
47 sales or sole source negotiations.

48 e. The city manager shall conduct and close the disposal in accordance with the terms
49 of the authorizing ordinance, including executing all necessary documents. The city manager
50 may execute a deed for real property sold by the city only upon receipt of full payment and
51 compliance with all terms and conditions of the conveyance. Conveyance shall be quitclaim
52 deed.

53

54 18.12.030 Appraisal.

55 Before disposing of any real property whose most recent assessment by the Kenai
56 Peninsula Borough is greater than fifty thousand dollars, the city shall obtain an appraisal of
57 the fair market value or the property from a competent independent appraiser, performed
58 not more than twelve months before the date of the disposal; provided that no appraisal is
59 required in any of the following situations:

60 a. The property is being sold at public auction, by competitive sealed bid, or some
61 other form of competitive bid or proposal process open to the public;

62 b. The property is being conveyed in a transaction authorized by HCC 18.12.050;

63 c. The council has authorized the disposal of the property for less than fair market
64 value in accordance with HCC 18.12.040; or

65 d. The council has determined that the fair market value of the property can be
66 reasonably determined through other means.

67

68 18.12.040 Disposal for fair market value.

69 The sale price for a disposal of real property shall not be less than fair market value
70 unless the council finds in the ordinance authorizing the transaction that a lower price would
71 be in the best interest of the city.

72

73 18.12.050 Exempted disposals of real property.

74 The city may dispose of real property without complying with the provisions of HCC
75 18.12.020 (c) and (d), and 18.12.040, to any of the following:

76 a. The United States, the State of Alaska, a political subdivision of the State, or an
77 agency of any of these entities.

78 b. A public utility for use in providing a public utility service.

79 c. An organization that the United States Internal Revenue Service recognizes as an
80 organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, to be used
81 solely for the organization's exempt purpose.

82 d. The owner or owners of contiguous property, of a parcel that contains an area less
83 than the minimum required for improvement under applicable zoning or that cannot

84 reasonably be improved without violating setback or yard requirements because of its shape
85 or topography.
86

87 18.12.060 Easements, rights-of-way and other public areas.

88 a. The city may reserve from any conveyance of real property any easement or right-
89 of-way that the council finds to be required for existing or future public purposes. The effect
90 of any such reservation shall be considered in determining the fair market value of the
91 property.

92 b. The vacation of streets, alleys or other public areas, and the disposition of title to
93 the vacated area, is governed by Chapter 20.70 of the Kenai Peninsula Borough Code of
94 Ordinances.

95
96 18.12.070 Proceeds of sale of foreclosed properties.

97 a. Subject to subsection (b) of this section, the proceeds of a sale of foreclosed real
98 property shall be applied first to the cost of collection with the remainder divided between
99 the Kenai Peninsula Borough and the City in proportion to the respective municipal taxes and
100 assessments against the property at the time of foreclosure.

101 b. The former record owner is entitled to the proceeds of a sale of foreclosed real
102 property that has been held by the City for less than 10 years after the close of the
103 redemption period and never designated to be retained for a public purpose pursuant to HCC
104 18.06.042, in excess of the sum of the following:

105 1. The amount of unpaid taxes and assessments.

106 2. The amount equal to taxes and assessments that would have been levied after
107 foreclosure if the property had continued in private ownership.

108 3. Penalty, interest, and costs to the Kenai Peninsula Borough and City of foreclosing
109 and selling the property.

110 4. Costs to the Borough and City of maintaining and managing the property that
111 exceed amounts received by the Borough and City for use of the property.

112 c. If the former record owner is entitled to a portion of the proceeds of sale under
113 subsection (b) of this section, the City shall provide the former record owner with written
114 notice of the amount of the excess and the manner in which to submit a claim therefor. The
115 notice is sufficient if mailed to the former record owner at the owner's last address of record.
116 The City shall remit the excess to the former record owner on presentation of a proper claim,
117 provided that a claim that is not filed until after six months from the date of sale is forever
118 barred.

119
120 Section 2. This Ordinance is of a permanent and general character and shall be
121 included in the City Code.
122

123 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of August, 2015.
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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Mary K. Koester, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

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Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 15-123

TO: Honorable Mayor Wythe and Homer City Council
 FROM: Katie Koester, City Manager
 DATE: July 22, 2015
 SUBJECT: Comparison of Current Municipal Land Sale Code and Ordinance 15-28

During the Land Allocation Plan review process, Council directed staff to work on revisions to the City's procedure for selling land to make land sales less cumbersome and therefore more likely. The table below outlines the changes between current Municipal Land Sales City Code 18.2 and the new proposed ordinance.

CURRENT 18.12	NEW 18.12
Appraisal Good for 6 months Can't sell for less than appraised value Appraisal necessary if over \$1,000 in value	Appraisal Good for 12 months Can sell for less than appraised value if to a non-profit, public utility or owner of contiguous property if certain conditions apply Don't need an appraisal if: -Under \$50,000 KPB assessed value -Council authorizes less than fair market value in ordinance -Council determines fair market value can be determined a different way
Sale to government exempt from appraisal/price floor	Same
Public purpose Council must pass resolution stating there is no public purpose for land	Public purpose Council must include in ordinance authorizing transaction that municipal purpose no longer exists
Notice Public notice required in newspaper and posted in 3 public places 30 days prior to public sale	Notice Public notice required on City website 2 weeks before Ordinance authorizing transaction passes

<p>Procedure Council passes resolution authorizing terms and conditions of sale Sealed bid or auction sale Council approves sale at next regular meeting following sale</p>	<p>Procedure Sale can be initiated by City Manager, Council, or Council on behalf of an individual (sealed bid or auction sale). Process is initiated by ordinance with terms and conditions of sale in ordinance. City Manager can execute final land sale agreement according to terms of the Ordinance (does not have to come back to Council).</p>
<p>Foreclosed property If a property was acquired by the City through foreclosure less than 10 years before the date of sale, the former owner is entitled to a portion of the sale after all unpaid taxes and assessments are collected.</p>	<p>Same</p>

ORDINANCE(S)

ORDINANCE REFERENCE SHEET
2015 ORDINANCE
ORDINANCE 15-29

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 1.16.040, Disposition of Scheduled Offenses—Fine Schedule, Enacting Homer City Code Chapter 7.16, Vehicles in Beach Areas, and Repealing Homer City Code Chapter 19.16, Vehicles on Homer Spit Beach, to Restrict the Operation, Stopping and Parking of Motor Vehicles in Beach Areas.

Sponsor: Lewis/Reynolds

1. City Council Regular Meeting August 10, 2015 Introduction
 - a. Memorandum 15-130 from Deputy City Planner as backup
 - b. Memorandum 15-131 from Police Chief as backup
 - c. Map

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

Lewis/Reynolds

3
4
5 **ORDINANCE 15-29**
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING HOMER CITY CODE 1.16.040, DISPOSITION OF
9 SCHEDULED OFFENSES—FINE SCHEDULE, ENACTING HOMER
10 CITY CODE CHAPTER 7.16, VEHICLES IN BEACH AREAS, AND
11 REPEALING HOMER CITY CODE CHAPTER 19.16, VEHICLES ON
12 HOMER SPIT BEACH, TO RESTRICT THE OPERATION, STOPPING
13 AND PARKING OF MOTOR VEHICLES IN BEACH AREAS.

14 THE CITY OF HOMER ORDAINS:
15

16
17 Section 1. Subsection (c) of Homer City Code 1.16.040, Disposition of scheduled
18 offenses—fine schedule, is amended by adding new lines to read as follows:
19
20

Code Section	Description of Offense	Fine		
		1st offense	2nd offense	3rd & subsequent offenses
7.16.020	Motor vehicle in beach area	\$25	\$250	\$500
7.04.030	Motor vehicle on storm berm	\$25	\$250	\$500

21
22 Section 2. Homer City Code Chapter 7.16, Vehicles in Beach Areas, is enacted to read
23 as follows:
24

25 7.16.010 Definitions.

26 In this chapter:

27 “Beach area” means all of the following, whether publicly or privately owned:
28 submerged land, tideland, and the zone of sand, gravel and other unconsolidated materials
29 that extends landward from the elevation of mean high water to the place where there is a
30 marked change in material or physiographic form.

31 “Berm” means a natural, linear mound or series of mounds in a beach area composed
32 of sand, gravel, or both, generally paralleling the water at or landward of the elevation of
33 mean high water.

34 “Motor vehicle” means a device in, upon, or by which a person or property may be
35 transported or drawn upon or immediately over land, that is self-propelled except by human
36 or animal power.

37 “Storm berm” means a berm formed by the upper reach of storm wave surges or the
38 highest tides. Storm berms generally include an accumulation of seaweed, driftwood, and
39 other waterborne materials. A beach area may have more than one storm berm.

40 “Submerged land” means land covered by tidal water from the elevation of mean low
41 water seaward to the corporate boundary of the city.

42 “Tideland” means land that is periodically covered by tidal water between the
43 elevation of mean high water and mean low water.

44
45 7.16.020 Operating, stopping or parking of motor vehicles in beach areas prohibited;
46 Exceptions.

47 a. Except as provided in subsections b and c of this section, no person may operate,
48 stop or park a motor vehicle within or upon any beach area.

49 b. A person may operate, stop or park a motor vehicle from October 1 until the
50 following March 31 within and upon the beach area bounded on the west by a line extending
51 south from the westernmost point on Ocean Drive Loop and on the east by a line extending
52 southwest from the centerline of the mouth of the Fishin’ Hole.

53 c. An owner of property immediately adjacent to a beach area may operate, stop and
54 park a motor vehicle within or upon a beach area as is reasonably necessary to maintain the
55 owner’s property, in accordance with the terms of a permit issued for that purpose by the
56 chief of police.

57
58 7.16.030 Operating, stopping or parking of motor vehicles on storm berms prohibited.
59 No person may operate, stop or park a motor vehicle upon a storm berm.

60
61 7.16.040 Impoundment authorized.
62 A vehicle that is stopped or parked in violation of this chapter may be impounded as
63 provided in HCC Chapter 7.08.

64
65 Section 3. Homer City Code Chapter 19.16, Vehicles on Homer Spit Beach, is repealed.

66
67 Section 4. This Ordinance is of a permanent and general character and shall be
68 included in the City Code.

69

70 ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this _____ day of
71 _____ 2015.

72
73 CITY OF HOMER

74
75
76 _____
77 MARY E. WYTHE, MAYOR

78
79 ATTEST:
80
81
82 _____
83 JO JOHNSON, MMC, CITY CLERK

84
85
86 AYES:
87 NOES:
88 ABSTAIN:
89 ABSENT:

90
91
92 First Reading:
93 Public Reading:
94 Second Reading:
95 Effective Date:

96
97
98 Reviewed and approved as to form:

99
100
101 _____
102 Mary K. Koester, City Manager

Thomas F. Klinkner, City Attorney

103
104 Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

Memorandum 15-130

TO: Mayor Wythe and Homer City Council
THROUGH: Katie Koester, City Manager
FROM: Julie Engebretsen, Deputy City Planner
DATE: August 3, 2015
SUBJECT: Ordinance to close beaches to vehicles

Summary

Currently, three beach areas are closed to vehicles. The proposed ordinance would close the remainder of Homer beaches to vehicles, with one exception. Vehicles would be allowed on the beach seasonally in the winter, October 1 to March 31, in the Mariner Park area, down the west side of the Spit. See ordinance for description of boundaries. Additionally, landowners of beachfront property would still have the right to access their land to perform maintenance on their property, using a permit system.

Permit System

A simple permit system for beachfront landowners has been suggested by Chief Robl. A landowner would call or visit Dispatch, and let them know they plan to work on their land that day. They could pick up a key to the gate at Bishop's Beach. Dispatch could keep track of license plate numbers for the day, so that if there are any complain calls, dispatch will know if the vehicles are legitimately on the beach.

Implementation

There are three locations where the ordinance would change existing conditions.

1. Bishop's Beach. A gate would be installed at the driveway to the beach. A budget ordinance is needed for the gate. The effective date of the ordinance should coincide with the gate installation.
2. Mariner Park. This beach access could be managed by creating a driveway, and blocking it off in the summer. The rest of the area along the berm could be lined with driftwood. Ideally, a minor berm could be created and allowed to establish beach grass, like the landscaping next to the Spit Trail. Signage is also needed. A budget ordinance may be required.
3. Airport Beach Access/Area 1. The city originally placed rocks at the bottom of the access road when the beach policy was adopted in the early 2000's. At that time, the City may have thought it owned the land. A recent title report has proved the City does not own the land – it belongs to the State, and may be airport lands. Generally speaking, this beach area is much less of a problem than it historically has been – a lot fewer illegal campers and parties. If

physical access needs to be further limited now or in the future, staff could contact the State to investigate some options, such as a gate, or install more rocks. A budget ordinance may be needed in the future.



CITY OF HOMER

POLICE DEPARTMENT

4080 HEATH STREET HOMER, AK 99603-7609

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

Memorandum 15-131

DATE: July 7, 2015
TO: City Manager Koester
FROM: Mark Robl, Chief of Police
SUBJECT: Beach Enforcement Regulations

The Parks and Rec Commission has recommended closing Homer's Beaches to vehicle use most of the year, with limited vehicle use of some beaches for coal gathering during the fall and winter months. They have suggested utilizing the Kachemak Critical Habitat Area (KBCHA), regulations as an enforcement tool.

The Critical Habitat Area Designations are utilized by the Alaska Department of Fish and Game, Division of Habitat to protect and preserve habitat areas deemed to be especially crucial to the perpetuation of fish and wildlife. The laws associated with the enforcement of these regulations are promulgated in the section of statutes relating to fish and game enforcement. The enforcement of this section is the responsibility of the state. We have never taken enforcement action in this area and I strongly suggest we do not do so.

The City has some options it could consider if it chooses to implement the commission's recommendations. First; we could block off all access points to the beaches and only allow access through controlled gates to property owners and maintenance personnel. Second; I recommend we modify HCO 19.16.030, Use of Vehicles Prohibited, to include all other beach areas we want to prohibit vehicle use on. This could include all beaches within the city limits and will provide a proper enforcement tool for use by the police department.

If council decides to restrict beach access, I recommend the city contact the state and request enforcement of the KBCHA regulations. Council should be aware the state has issued a permit to allow motorized vehicle use of some of our beach areas for 2015. (See Special Area Permit 15-V-005-GP-SA, attached.) This permit authorizes vehicle use in the KBCHA between Miller's Landing and the Fox River Trail, between Anchor Point and Bidarki Creek and two other areas in Kachemak Bay. This permit is reissued every year and has been for over ten years.

Any plan involving permits to use beach areas for varied purposes results in more work for someone in the city work force. Given our current budget situation and staffing issues, we are ill-equipped to handle any options council chooses requiring significant staff time. We could make a limited permit system work for the specific purpose of allowing land owners to access their private property. We could structure it similar to the burn permit system which is easy for the users and takes very minimal staff time. Restricting vehicle access to



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of
Fish and Game

DIVISION OF HABITAT
Kenai Peninsula Office

514 Funny River Road
Soldotna, Alaska 99669-8255
Main: 907.714.2475
Fax: 907.260.5992

SPECIAL AREA PERMIT 15-V-0005-GP-SA

ISSUED: December 16, 2014
EXPIRES: December 31, 2015

General Public:

Re: Kachemak Bay Critical Habitat Area – Limited Off-road Use of Motorized Vehicles

In response to public need for access within and through the Kachemak Bay Critical Habitat Area (KBCHA), the Alaska Department of Fish and Game (ADF&G), Division of Habitat has determined that both the public interest and the proper protection of fish and wildlife and their habitat would be served through issuance of a General Permit (5 AAC 95.770) authorizing certain off-road motorized vehicle use in the KBCHA. This general permit authorizes the use of any off-road wheeled and tracked vehicles, 10,000 pounds or less gross vehicle weight, on all unvegetated KBCHA tidelands below mean high tide within four corridors: (1) between Anchor Point and Bidarki Creek; (2) between Miller's Landing and the Fox River Trail; (3) between Martin River and Bear Cove; and, (4) between Seldovia and the portion of Kasitsna Bay, west of the entrance to Jakalof Bay (see enclosed map). Motorized vehicle use in these corridors is for the purpose of providing normal personal and recreational transit within and through the KBCHA.

The KBCHA was created pursuant to AS 16.20.590 to protect and preserve habitat areas especially crucial to the perpetuation of fish and wildlife, and to restrict all other uses not compatible with that primary purpose. This activity is not expected to adversely impact important habitat values.

In accordance with 5 AAC 95.770, the department hereby issues a Special Area Permit to the general public for off-road use of motorized vehicles in the KBCHA subject to the following stipulations:

1. The off-road use of vehicles greater than 10,000 pounds gross vehicle weight, and the use of construction equipment, including tracked or excavating equipment are **not** included in this authorization.
2. Harassment of wildlife, including any activity that displaces wildlife, is prohibited, excepting legal and permitted hunting, fishing, and gathering of fish and game.

3. No vehicle shall be operated below the ordinary high water line (vegetation line) of any river, lake, or stream specified to contain anadromous fishes.
4. No fuel shall be stored, nor vehicles leaking fuels, oils, hydraulic, or cooling fluids shall be operated on the tidelands of the KBCHA.

The vehicle owner and the operator are responsible for the actions of persons who participate in the approved activity. For any activity that requires an individual Special Area Permit, as identified in 5 AAC 95.20, the individual shall notify the Division of Habitat, at the above letterhead address or telephone number, and obtain written approval in the form of an individual Special Area Permit prior to commencement of the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when a deviation from the approved plan is being considered.

This letter constitutes a permit issued under the authority of 5 AAC 95. Please be advised that this determination applies only to activities regulated by the Division of Habitat. This determination does not relieve you of your responsibility to secure other permits; state, federal, or local. You are still required to comply with all other applicable laws.

In addition to the penalties provided by law, this permit may be terminated or revoked for failure to comply with its provisions or failure to comply with applicable statutes and regulations. The permittee shall mitigate any adverse effect upon fish or wildlife, their habitat, or any restriction or interference with public use that the commissioner determines may be expected to result from, or which actually results from, the permittee's activity, or which was a direct result of the permittee's failure to: 1) comply with a permit condition or a provision of 5 AAC 95; or 2) correct a condition or change a method foreseeably detrimental to fish and wildlife, or their habitat.

You shall indemnify, save harmless, and defend the department, its agents, and its employees from any and all claims, actions or liabilities for injuries or damages sustained by any person or property arising directly or indirectly from permitted activities or your performance under this permit. However, this provision has no effect if, and only if, the sole proximate cause of the injury is the department's negligence.

This permit decision may be appealed in accordance with the provisions of AS 44.62.330-630.


General Public
15-V-0005-GP-SA

3

Issued: December 16, 2014
Expires: December 31, 2015

Sincerely,

Sam Cotten, Acting Commissioner



By: Ginny Litchfield
Kenai Peninsula Area Manager
ADF&G, Habitat Division

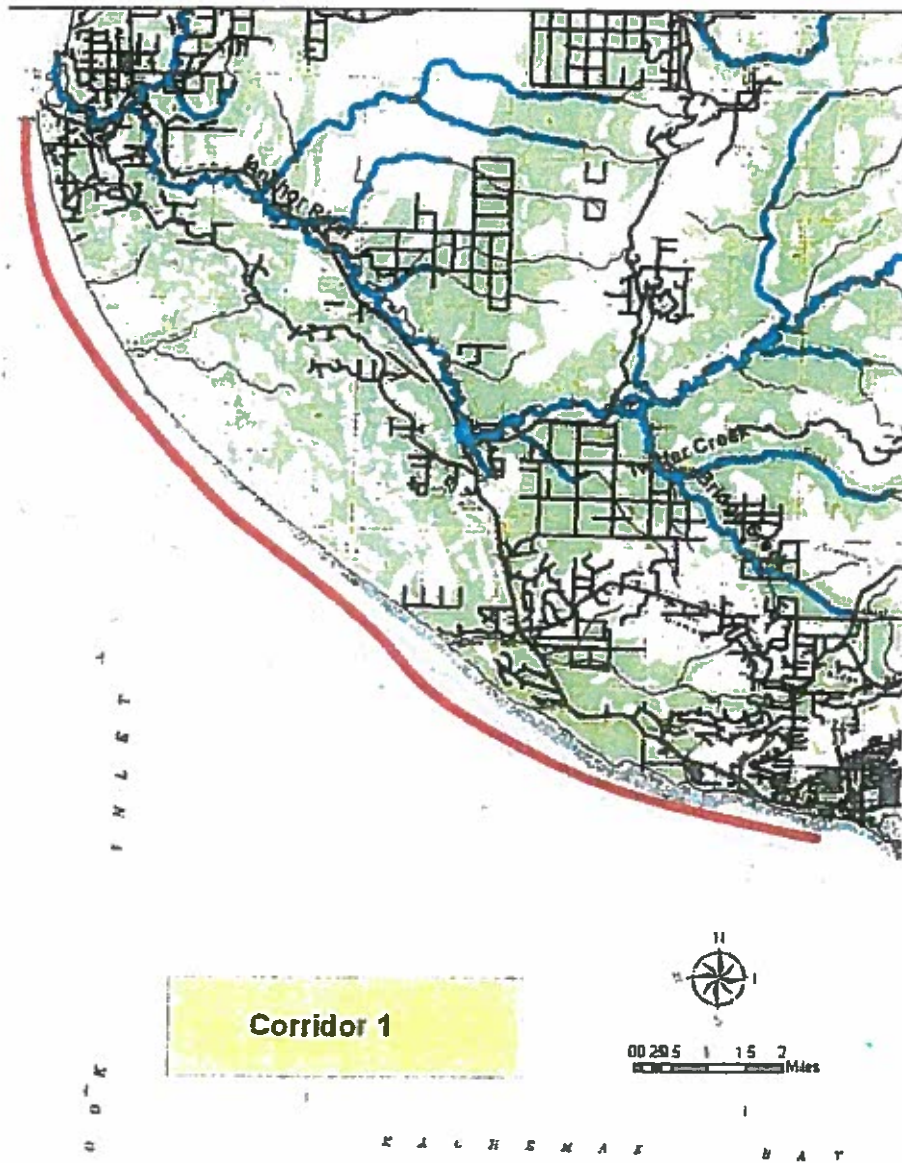
Enclosures: Maps

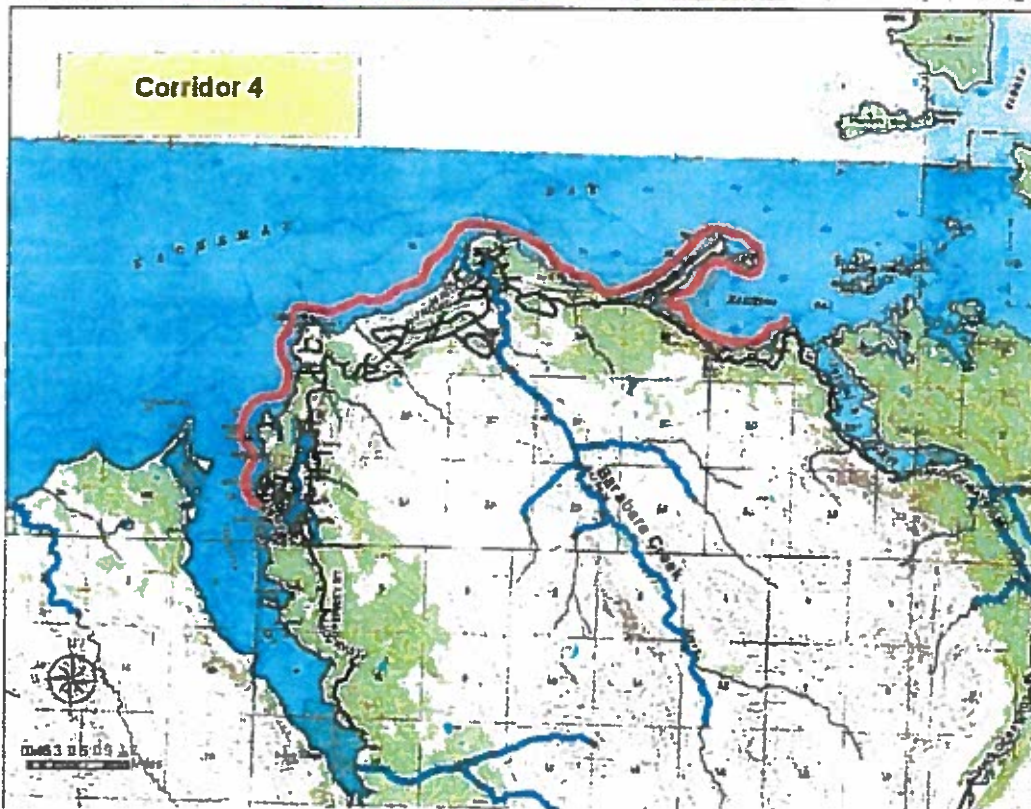
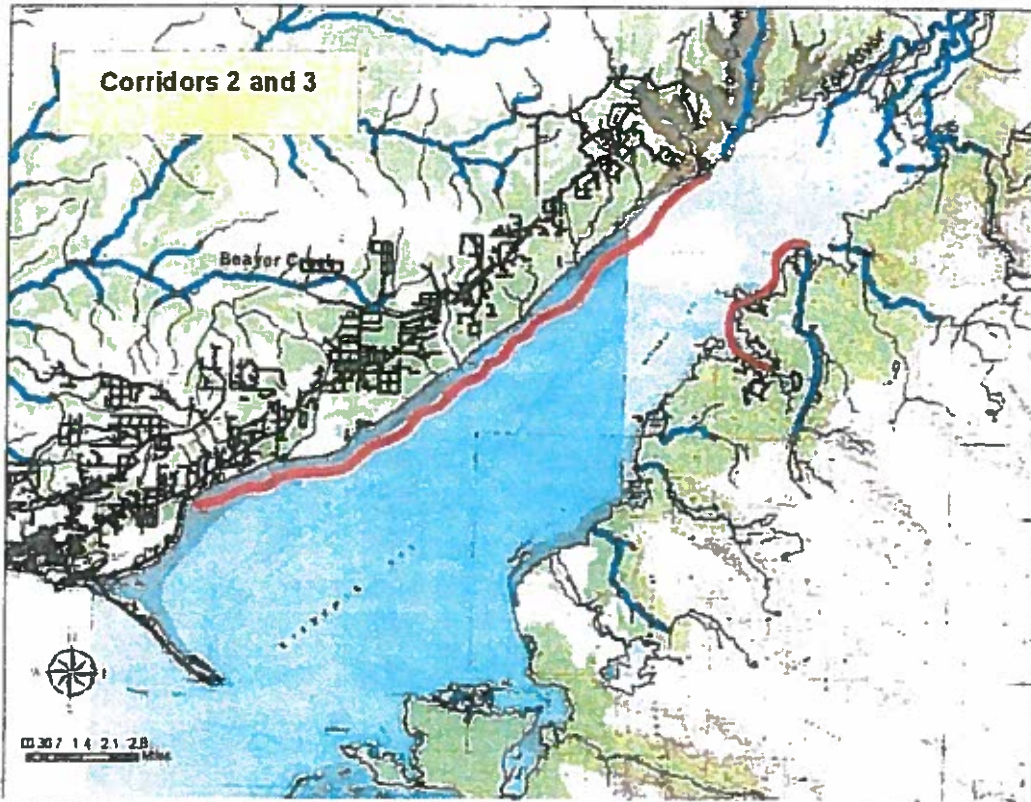
cc: KRC File

By email only:

AWT Homer
ADF&G Homer, Anch.

COE - KFO





Title 5 . Fish and Game

Chapter 95 . Fish and Game Habitat

Section 420. Activities requiring a special area permit

5 AAC 95.420. Activities requiring a special area permit

(a) No person or governmental agency may engage in the following uses or activities within a special area without first obtaining a special area permit following the procedures of 5 AAC 95.700 - 5 AAC 95.760:

- (1) construction, placement, or continuing use of any improvement, structure, or real property within a special area;**
- (2) destruction of vegetation;**
- (3) detonation of an explosive other than a firearm;**
- (4) excavation, surface or shoreline altering activity, dredging, filling, draining, or flooding;**
- (5) natural resource or energy exploration, development, production, or associated activities;**
- (6) water diversion or withdrawal;**
- (7) off-road use of wheeled or tracked equipment unless the commissioner has issued a general permit under 5 AAC 95.770;**
- (8) waste disposal, placement, or use of a toxic substance;**
- (9) grazing or animal husbandry; and**
- (10) any other activity that is likely to have a significant effect on vegetation, drainage, water quality, soil stability, fish, wildlife, or their habitat, or which disturbs fish or wildlife other than lawful hunting, trapping, fishing, viewing, and photography.**

(b) The commissioner makes the final determination as to whether a specific activity is subject to the provisions of this chapter.

History: Eff. 6/5/86, Register 98

Authority: AS 16.05.020

AS 16.05.050

AS 16.05.251

AS 16.05.255

AS 16.20.060

AS 16.20.094

AS 16.20.096

AS 16.20.162

AS 16.20.530



Mon Aug 3 2015 04:42:03 PM

KPB Parcel Viewer ²⁰³

DISCLAIMER: The data displayed herein is neither a legally recorded map nor survey and should only be used for general reference purposes. Kenai Peninsula Borough assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.



CITY MANAGER'S REPORT



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

City Manager's Report

TO: Mayor Wythe and Homer City Council
FROM: Katie Koester, City Manager
DATE: August 10, 2015
SUBJECT: City Manager's Report

ADOT and Pioneer Avenue; Reduced Plowing This Winter

Alaska Department of Transportation and Public Facilities (ADOT) central region staff met with me, City Planner Abboud and Public Works Director Meyer to discuss Pioneer Avenue Rehabilitation. Pioneer Avenue Rehabilitation is included in the Statewide Transportation Improvement Plan (STIP). In 2014 ADOT informed the City Council that, due to funding reasons, they were not able to construct the rehabilitation of Pioneer to the original standard that had been proposed: widened roadway, five foot bike lanes, new drainage, sidewalks, lighting, landscaping and pedestrian safety improvements. A revised project was proposed that the Council supported but could not accept ownership of (Resolution 14-063(A)). Council asked for the revised scope to include painted pedestrian walkway islands and LED walkway signs. ADOT has come back to City staff requesting the City take over maintenance of Pioneer in exchange for some of these improvements. Staff maintained that the position established in Resolution 14-063(A), that proposed improvements for the revised scope, which primarily consist of painted lines, are not sufficient to warrant taking over maintenance of Pioneer Avenue. Pioneer is an expensive road to maintain, the City receives \$36,000 from the State just for winter maintenance of Pioneer. ADOT still plans on proceeding with a resurfacing project under the revised scope proposed in 2014.

DOT staff also highlighted cuts in their Maintenance and Operations budget that would impact the timeline for plowing major roads. They warned that the less traveled roads such as East End, West Hill, and East Hill could take longer to get to, depending on the severity of the snow event.

Response Agreements for Increased Tanker Traffic Contingency Planning

Fire Chief Painter met with representatives from Resolve Marine Salvage and Firefighting and T & T Salvage. As part of their contingency planning for the increase in tanker traffic and the possibility of the LNG project they have asked that all fire departments with coastal access sign a consent agreement so that they can list HVFD as a potential resource in case of a vessel fire. In turn they are offering training opportunities, mostly, which can be of some benefit, especially if the LNG project moves forward. Once operational, there could be LNG tankers traversing Kachemak Bay every 16 hours or so, not to mention the existing vessel traffic. The

City attorney has reviewed the agreement and has no issues with it. HVFD can only commit what resources are available at the time. This partnership is consistent with City of Homer's prioritization of safety in Kachemak Bay (See copies of response agreements, attached).

Flood Insurance

The Planning Department is working with FEMA and the National Floodplain Management Program to reduce flood insurance rates for home and business owners in Homer. Through a series of efforts from the Planning Department, Fire Department and Public Works that include planning, outreach and mitigation, City of Homer reduces the risk from flood damage. As a result, areas of the City receive a lower insurance score which translates into a discount on flood insurance. With flood insurance becoming more standard for many mortgages, this represents an important 'behind the scenes' way City services directly help residents.

Dump Truck

In the last City Manager's report I brought to your attention three urgent vehicle needs: a dump truck for Public Works, an ambulance for the Fire Department and a patrol car for the Police Department. It is my preference to deal with these needs in the context of the 2016 budget when we have a better idea of revenue. However, the purchase of a replacement dump truck cannot wait until 2016; the Public Works Department needs it in the summer for road maintenance projects. In the winter, it becomes a sander for sanding roads and repairing water mains. Furthermore, a new dump truck is 6-9 months out. Public Works has investigated options which are detailed in the attached memo. I would like to bring to the Council an ordinance at the next meeting authorizing the purchase of the dump truck for \$150,000. This would have to come out of the general fund fund balance (current balance \$5.7M) as there is a negative balance in the Public Works fleet reserve account. However, we do have the option to finance the vehicle. I am concerned that financing just puts the issue off to future operating budgets. Also, we would be paying 2-3% interest while we have money sitting in the bank making minimal interest.

Enc:

Response agreements with Resolve Marine Salvage and Firefighting and T & T Salvage

Resolution 14-063(A)

Memorandum 15-135 from Public Works Superintendent Gardner

**Consent Agreement
For Vessel Response Plan**

This agreement is entered into in accordance with 33 Code of Federal Regulations ("CFR") Part 155, Salvage and Marine Firefighting Requirements: Vessel Response Plans for Oil; Final Rule dated Wednesday, December 31, 2008 ("Regulation").

Specifically, 33 CFR Part 155 mandates a vessel owner or operator to ensure, by contract or other approved means, that adequate response resources are available to respond to firefighting related incidents with a potential or actual fire, to prevent loss of life, damage or destruction of the vessel, or damage to the marine environment. 33 CFR Part 155 prohibits a vessel from conducting oil transport or transfer operations unless it has a response plan meeting these regulations. Accordingly, the parties agree and acknowledge the vessel plan holder benefits from the local public service fire department's consent.

The Homer Volunteer Fire Department (HVFD) of the City of Homer, Alaska, is a fire department with the ability to respond to marine fires within its jurisdiction. Based on the HVFD response to fires, including marine fires within its jurisdiction, HVFD gives its consent to be listed in Vessel Response Plans as a responsive public sector fire responder within HVFD's jurisdiction. By giving consent, it is agreed and understood the HVFD is not obligated in any way to respond to a casualty under this Agreement and neither the undersigned vessel plan holder nor resource provider will require the HVFD to make such a response. Any response is at the sole discretion of the HVFD. The HVFD shall retain full operational control of its activities during the duration of its response as per the USCG Area Contingency Plan and local standard operating guidelines. The parties recognize that, after responding to a marine fire, the HVFD may seek reimbursement for its response expenses from the benefiting vessel.

Whenever the HVFD responds to a marine fire, the undersigned plan holder or resource provider may dispatch its privately-hired commercial firefighting personnel and equipment to the scene of a vessel fire within 24 hours, unless it is evident that, after consultation with the HVFD, such resources are not necessary. Should privately hired commercial fire response be dispatched to the scene, command and control of the response will remain with the HVFD unless such control is relinquished by the HVFD, at HVFD's sole discretion.

The HVFD may, from time to time, be invited to participate in drills and exercises directly related to marine fire response. If HVFD personnel are available to attend, the HVFD will be reimbursed for such attendance at rates mutually agreeable to both parties in advance. The Homer Volunteer Fire Department will respond as outlined by the current USCG Area Contingency Plan and will respond based on mutual aid requests made by or through regional mutual aid groups or by local mutual aid understandings.

This agreement may be terminated by either party by giving the other party thirty (30) days written notice of such termination.

City of Homer,

By: Katie Koester
Name: Katie Koester
Title: City Manager
Date: 8-3-15

Resolve Marine Group, as Resource Provider

By: _____
Name: _____
Title: _____
Date: _____

**Consent Agreement
For Vessel Response Plan**

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City of Homer,

By: Katie Koester

Name: Katie Koester

Title: City Manager

Date: 8.3.15

T & T Salvage, as Resource Provider

By: _____

Name: _____

Title: _____

Date: _____

1 CITY OF HOMER
2 HOMER, ALASKA

3 Mayor

4 RESOLUTION 14-063(A)
5

6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 EXPRESSING SUPPORT FOR THE ALASKA DEPARTMENT OF
8 TRANSPORTATION AND PUBLIC FACILITIES (ADOT/PF)
9 PIONEER AVENUE REHABILITATION PROJECT SCOPE OF
10 WORK AND PROVIDING SPECIFIC COMMENTS.
11

12 WHEREAS, Alaska Department of Transportation and Public Facilities (ADOT/PF)
13 Central Region planners and engineers visited the City Administration on May 23, 2014 to
14 discuss State Transportation Improvement Program (STIP) Amendment Number 9 and
15 specifically, a proposed scope of work for the Pioneer Avenue Rehabilitation Project; and
16

17 WHEREAS, The City had proposed a STIP project for Pioneer Avenue that included a
18 widened roadway, five foot bike lanes on either side of the road, a reconstructed drainage
19 system, new sidewalks, new lighting, landscaping, and pedestrian safety improvements
20 (described as a 3R project); and
21

22 WHEREAS, DOT/PF informed the City that the formula for distributing federal highway
23 funds has changed resulting in significantly less money for community roads, that the
24 \$10,164,000 price tag for the City request was unaffordable, and that if the City stood firm on
25 its request, it could set the project back years and possibly jeopardize funding altogether; and
26

27 WHEREAS, DOT/PF has proposed a scaled back, \$3,498,000 project that attempts to
28 incorporate some of the City's requests; particularly with respect to bike lanes and pedestrian
29 safety (described as a 1R project); and
30

31 WHEREAS, DOT/PF's proposal includes narrowing the driving lanes and the center turn
32 lane to 10 feet, adding 4.5 foot bike lanes on either side of the road, adding pedestrian refuges,
33 repaving, and adding a stop control beacon at the intersection of Pioneer and Main; and
34

35 WHEREAS, If this project were accepted by the City, design could start late this year
36 with construction potentially taking place in 2016; and
37

38 WHEREAS, DOT/PF stated that limited drainage work could be done as part of this
39 project however, major systematic upgrades would require more funds than they had available
40 and waiting for those funds could set the project back years; and

41

42 WHEREAS, DOT/PF indicated further that it was willing to wait for the City to raise
43 funds on its own from other sources to do drainage work and sidewalk and lighting upgrades
44 but if it took too long, the existing money could be jeopardized and moved to another project;
45 and

46

47 WHEREAS, The City indicated to ADOT/PF that it was not inclined to assume
48 ownership responsibility for Pioneer Avenue unless the roadway and right-of-way is widened,
49 and some the major drainage issues were addressed first.

50

51 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby expresses its
52 support for ADOT/PF's Pioneer Avenue Rehabilitation Project Scope of Work.

53

54 BE IT FURTHER RESOLVED that the Council offers the following specific comments for
55 consideration:

- 56 1. The pedestrian walkway islands be painted into the road as opposed to raised
57 platforms.
58 2. The State consider putting in flashing LED walkway signs and push button activation at
59 crosswalk signs.

60

61 PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 9th day of June, 2014.

62

63

CITY OF HOMER

64

65


MARY E. WYTHE, MAYOR

66


67

68 ATTEST:

69

70

71



JO JOHNSON, MMC, CITY CLERK

72

73

74

Fiscal Note: N/A

75



**CITY OF HOMER
PUBLIC WORKS DEPARTMENT**

Dan Gardner, PW Superintendent
3575 Heath St.
Homer, Alaska 99603

Telephone: (907)235-3170

Fax: (907)235-3145

EMAIL : dgardner@ci.homer.ak.us

Memorandum 15-135

To: Katie Koester, City Manager

From: Dan Gardner, Public Works Superintendent

Date: August 4, 2015

Subject: Purchase of New 10-Yard Dump Truck

As you know, our thirty-four year old dump truck has been taken out of service as of four weeks ago. This is due to extensive frame damage that is cost prohibitive to repair. Feelers were put out to multiple companies in an attempt to obtain repair estimates. No one was willing to take on the work, but one did estimate that the cost would be \$50,000 were they to take on the project. This would not make sense to do on a vehicle this old.

This vehicle is considered a necessity to our work fleet. Without it, we are left with only one truck. We often use both truck simultaneously, and one backs up the other when it is down for repairs or maintenance. In the winter, one has the large sander unit installed, which leaves the other truck for hauling snow, hauling waste excavation and fill material for repairs, and other hauling needs that arise. In the summer and fall, simultaneous operations of ditching, culvert replacements, water/sewer repairs, fire hydrant repairs, etc. require the use of two trucks.

To purchase a new truck and dump body, we can take advantage of the State's purchase contract which gives us about a \$27,000 savings when compared to normal retail for the same truck. This makes buying new rather than used attractive because the city isn't paying that depreciation to a used truck owner. We have looked hard at some used trucks, and even sent our road foreman and head mechanic to look at one on the peninsula, but it would not be a wise decision due to the age of the vehicle and the costs to get it set up properly for us. Most available used vehicles that would be reasonable choices are located in the lower 48, and would require sending personnel to survey the truck and costly shipping expenses. Many of these used vehicles rival or meet the cost of a new vehicle under the State's purchase contract.

We currently have a quote for \$149,989 for a new Mack truck through the State's purchase contract complete with new dump body from Construction Machinery Industrial, in Anchorage. I am requesting approval to make this purchase as soon as possible.

The City could pay for the truck outright through reserve funds, or obtain a lease/loan. Through Construction Machinery, we can obtain a lease purchase with approximately \$18,000 down payment, and 60 monthly payments of around \$2,300 with an interest rate of 2.833%.

This request is not for an upgrade, but for maintaining the existing fleet and maintenance needs.



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MAYOR AND CITY COUNCIL
FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK
DATE: August 4, 2015
SUBJECT: BID REPORT

RFP AMBULANCE BILLING AND COLLECTION SERVICES - Sealed proposals for Ambulance Billing and Collection Services will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until 3:00 p.m., Tuesday, August 25, 2015, at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Proposals received after the time fixed for the receipt of the proposals shall not be considered. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Plan Holder Registration forms and Request for Proposal Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

ITB 2015 CAMP FEE COLLECTION CABIN – SURPLUS SALE - The City of Homer is selling the camp fee collection cabin that is located at 3735 Homer Spit Road. This 3-sided log cabin was constructed in 1999 on location. The building and its decking sit on 16 creosote pilings that are approximately six feet in overall length. The building purchase will include the entire structure, porch, roofing, bathroom fixtures, sink cabinet, and pilings. The handicap access ramp and any furniture currently in the building is not included. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Plan Holder Registration forms and Request for Proposal Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

ITB CITY OF HOMER JANITORIAL SERVICES - The City of Homer is requesting bids to contract for janitorial services for the following buildings: Airport Terminal – 7 x Week, City Hall – 4 x Week, Harbormaster Office – 4 x Week, Library – 6 x Week, Police Department – 5 x Week, Port Maintenance – 2 x Week, Public Works Department – 5 x Week, STP Ops Building – 2 x Week. The bidder may bid to provide services for one or all of the buildings; however, a contract for each building may be awarded separately. Each contract will be for a one (1) year term January 1, 2016 through December 31, 2016, and may be extended for two (2) consecutive one (1) year terms by mutual consent of the City and the Contractor. Bids must be submitted no later than **2:00 p.m. on September 3, 2015** to the Homer City Clerk's Office 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. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

CITY ATTORNEY REPORT

COMMITTEE REPORTS

PENDING BUSINESS



City of Homer

www.cityofhomer-ak.gov

Finance Department

491 East Pioneer Avenue
Homer, Alaska 99603

finance@cityofhomer-ak.gov

(p) 907-235-8121

(f) 907-235-3140

Memorandum 15-118

TO: Mayor Wythe and Homer City Council
FROM: John Li, Finance Director and Carey Meyer, Public Works Director
THROUGH: Katie Koester, City Manager
DATE: July 21, 2015
SUBJECT: Water and Sewer Rate Recommendations for 2015

Pursuant to HCC 14.08.080 and 14.04.040 water and sewer rates shall be reviewed annually and amended as necessary.

1. 2014 is the first year the ***Consumption Based Rate Model*** took effect. Comparing the actual revenues and the projected revenues, the overall (water & sewer together) actual is higher than overall projected (budgeted) by \$109,063 (\$180,499 - \$71,436 see CAFR page 70). However, the actual Water Revenue is higher than projected by \$363,394 (\$182,895 + \$180,499 Audit page 70) and the actual Sewer Revenue is lower than projected by \$254,331 (Audit page 70). Projected values are dependent on two main factors: the consumption level in which there was a conservation factor built in during the creation the current model and the accuracy of the model-capture of the newly established billing class (the Lift Station Zone) by the billing system. With the actual data from 2014 and part of 2015, the 2016 projections could be more realistic.
2. In fiscal year 2014, Water & Sewer Operations result in an actual surplus of \$63,932. Please see FY 2014 Audited Financials (CAFR page 72). Backing out the investment income and the non-budgeted special assessment revenue, Water and Sewer Operations still have a \$23,073 surplus.
3. During 2015 budgeting process, Public Works had done an extensive review on personnel allocations between Water & Sewer Special Revenue Fund and the Public Works functions. From January through June, each of the past six months of 2015 is showing an average of 13% per month labor cost reduction relative to the respective month of 2014 as the result of the reorganization. It translated to a total of \$100,000 reduced labor cost (S, W, & B) for the first half of the year, which is in line with the budgeted expectations.

Based on the above three reasons, the ***Consumption Based Rate Model*** at the current rate level may prove to be sufficient to achieve the original objectives the Council set out to accomplish.

RECOMMENDATION: Approve Memorandum 15-118 to maintain water and sewer rates at their current level.

City of Homer, Alaska
Utility Special Revenue Fund
Schedule of Revenues, Expenditures and
Changes in Fund Balance - Budget and Actual

Year Ended December 31, 2014	Budget	Actual	Variance
Revenues			
Sales taxes	\$ 1,200,000	\$ 1,247,502	\$ 47,502
Intergovernmental:			
Capital grants	-	302,864	302,864
State of Alaska PERS relief	112,810	315,140	202,330
Total intergovernmental	112,810	618,004	505,194
Charges for services:			
Water charges and connection fees	1,768,622	1,951,517	182,895
Sewer charges and connection fees	1,926,141	1,671,810	(254,331)
Total charges for services	3,694,763	3,623,327	(71,436)
Water and sewer special assessments		438,088	438,088
Investment income	-	3,845	3,845
Other	180,499	37,511	(142,988)
Total Revenues	5,188,072	5,968,277	780,205
Expenditures			
Water:			
Pumping system	101,262	63,396	37,866
Treatment plant and operations testing	568,708	560,888	7,820
Distribution system and reservoir	330,117	394,190	(64,073)
Water meters	139,995	132,675	7,320
Water hydrants	180,499	153,700	26,799
Administration	668,079	978,568	(310,489)
Total water	1,988,660	2,283,417	(294,757)
Sewer:			
Pumping system	839,949	889,621	(49,672)
Collection system	175,919	157,053	18,866
Administration	670,265	751,554	(81,289)
Total sewer	1,686,133	1,798,228	(112,095)
Debt service:			
Principal	859,226	812,933	46,293
Interest	194,647	186,987	7,660
Debt deobligated	-	1,580,014	(1,580,014)
Total debt service	1,053,873	2,579,934	(1,526,061)
Capital outlay	-	671,683	(671,683)
Total Expenditures	4,728,666	7,333,262	(2,604,596)
Excess of Revenues Over (Under) Expenditures	459,406	(1,364,985)	(1,824,391)
Other Financing Sources (Uses)			
Transfers in	-	180,499	180,499
Transfers out	(20,300)	(20,300)	-
Change in Fund Balance	\$ 439,106	(1,204,786)	\$ (1,643,892)
Fund Balance, beginning		3,012,653	
Fund Balance, ending		\$ 1,807,867	

City of Homer, Alaska
Utility Special Revenue Fund
Combining Schedule of Revenues, Expenditures and Changes in Fund Balances (Deficits)

Year Ended December 31, 2014	Utility Operations	HAWSP Debt Service	Utility Capital Projects	Utility Reserves	Total Utility Fund
Revenues					
Sales taxes	\$ -	\$ 1,247,502	\$ -	\$ -	\$ 1,247,502
Intergovernmental:					
Capital grants	-	-	302,864	-	302,864
State of Alaska PERS relief	315,140	-	-	-	315,140
Total intergovernmental	315,140	-	302,864	-	618,004
Charges for services:					
Water charges and connection fees	1,951,517	-	-	-	1,951,517
Sewer charges and connection fees	1,671,810	-	-	-	1,671,810
Total charges for services	3,623,327	-	-	-	3,623,327
Water and sewer special assessments	-	438,088	-	-	438,088
Investment income	3,845	-	-	-	3,845
Other	37,511	-	-	-	37,511
Total Revenues	3,979,823	1,685,590	302,864	-	5,968,277
Expenditures					
Water:					
Pumping system	63,396	-	-	-	63,396
Treatment plant and operations testing	560,888	-	-	-	560,888
Distribution system and reservoir	394,190	-	-	-	394,190
Water meters	132,675	-	-	-	132,675
Water hydrants	153,700	-	-	-	153,700
Administration	759,332	219,236	-	-	978,568
Total water	2,064,181	219,236	-	-	2,283,417
Sewer:					
Pumping system	889,621	-	-	-	889,621
Collection system	157,053	-	-	-	157,053
Administration	751,554	-	-	-	751,554
Total sewer	1,798,228	-	-	-	1,798,228
Debt service:					
Principal	-	812,933	-	-	812,933
Interest	497	186,490	-	-	186,987
Debt deobligated	-	1,580,014	-	-	1,580,014
Total debt service	497	2,579,437	-	-	2,579,934
Capital outlay	-	2,975	553,356	115,352	671,683
Total Expenditures	3,862,906	2,801,648	553,356	115,352	7,333,262
Excess of Revenues Over (Under) Expenditures	116,917	(1,116,058)	(250,492)	(115,352)	(1,364,985)
Other Financing Sources (Uses)					
Eliminating transfers	(213,184)	(277,421)	277,421	213,184	-
Transfers in	180,499	-	-	-	180,499
Transfers out	(20,300)	-	-	-	(20,300)
Change in Fund Balances	63,932	(1,393,479)	26,929	97,832	(1,204,786)
Fund Balances (Deficits), beginning	2,879,718	(2,788,208)	(1,061,356)	3,982,499	3,012,653
Fund Balances (Deficits), ending	\$ 2,943,650	\$ (4,181,687)	\$ (1,034,427)	\$ 4,080,331	\$ 1,807,867

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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/
4 Public Works Director

5 RESOLUTION 15-066(S)
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL ESTABLISHING
8 CONDITIONS UNDER WHICH BENEFITTED PROPERTY OWNERS WILL
9 BE ALLOWED TO CONNECT TO THE PROPOSED KACHEMAK
10 DRIVE AND SHELLFISH AVENUE/SOUTH SLOPE DRIVE WATER MAINS
11 BEING INSTALLED AS PART OF HOMER WATER
12 STORAGE/DISTRIBUTION IMPROVEMENTS (PHASE I).
13

14 WHEREAS, The City of Homer has secured a State grant which will pay for 70% of the
15 cost of the water main extension **project along Kachemak Drive Phase III**; and
16

17 ~~WHEREAS, Benefitted property owners should be responsible for the cost of the main~~
18 ~~extension not covered by the grant; and~~
19

20 **WHEREAS, Connecting the water line at Kachemak Drive Phase III will provide**
21 **redundancy in the water system and benefit all users of City of Homer water; and**
22

23 ~~WHEREAS, The conditions should take into account the issues documented in~~
24 ~~Memorandum 15-117 prepared by Public Works.~~
25

26 **WHEREAS, Property owners along Kachemak Drive Phase III will benefit from the**
27 **grant for the main extension of the water line; and**
28

29 **WHEREAS, Benefitted property owners should be responsible for the cost of the**
30 **main extension not covered by the grant; and**
31

32 **WHEREAS, Because piped water has the potential to introduce more water into**
33 **soils that suffer from drainage issues along Kachemak Drive via individual septic**
34 **systems, lot owners should not be allowed to hook up to piped water service until they**
35 **are also hooked up to piped sewer; and**
36

37 **WHEREAS, It is a benefit to the property owners and the City to install water and**
38 **sewer simultaneously.**
39

40 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, establishes
41 the following conditions under which benefitting **benefited** property owners will be allowed
42 to connect to the proposed Kachemak Drive and Shellfish Avenue/South Slope Drive water

43 mains being installed as part of Homer Water Storage/Distribution Improvements (Phase
44 ~~1~~): **can form a Kachemak Drive Phase III water and sewer special assessment district.**

- 45
- 46 1) ~~If grant funds are used to pay for the construction of the water mains,~~ **Benefited**
47 property owners will be required to pay for that portion of the cost not covered by
48 the grant (expected to be 30% of the cost of the project) ~~in a lump sum payment~~
49 ~~before connection to the main is allowed. Property owners will also be required to~~
50 ~~install their own water service from the main to the property line.~~ **through a**
51 **special assessment district.**
 - 52 2) ~~No connection will be allowed until public piped sewer service is available to the~~
53 ~~lot requesting water service.~~ **Benefited property owners will be required to**
54 **install their own water service from the main to the property line.**
 - 55 3) **Benefited property owners will be required to pay for 75% of the cost of sewer**
56 **main extension as provided for in Homer City Code (currently 25%**
57 **HAWSP/75% property owners).**
 - 58 4) **No connection to City water will be allowed until City piped sewer service is**
59 **available to the lot requesting water service.**
- 60

61 If a special assessment district to provide both water and sewer mains is created; costs
62 will be shared by benefitted property owners as provided for in Homer City Code
63 (currently 25% HAWSP/75% property owners). Grant funds would be reallocated to
64 project(s) that benefit the entire community.

65

66 PASSED AND ADOPTED by the Homer City Council this 27th **10th** day of July **August,**
67 2015.

68

69 CITY OF HOMER

70

71

72 _____

73 MARY E. WYTHE, MAYOR

74

75 ATTEST:

76

77

78 _____

79 JO JOHNSON, MMC, CITY CLERK

80

81 Fiscal Note: Water Storage and Distribution Improvements Municipal Matching Grant No.
82 40909 in the amount of \$1,922,577. Kachemak Drive Phase III property owners pay 30% of the
83 cost of the water main extension. Kachemak Drive Phase III property owners pay 75% of the
84 cost for sewer improvements while HAWSP pays 25%.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 15-117

TO: Katie Koester - City Manager
FROM: Carey Meyer – Public Works Director
DATE: July 21, 2015
SUBJECT: **Council Decisions – Kachemak Drive/Shellfish Avenue Water Main
ADEC Grant – Water Storage/Distribution Improvements (Phase I)**

With the signing of the ADEC grant agreement and bidding of the project later this summer, several issues need to be addressed by the Council.

Background: Over the last 20 years, water mains have been extended into areas that did not have water service through the use of assessment districts (where the cost of the improvements were borne by the benefitted property owners with help from the Homer Accelerated Water and Sewer Program - 25% HAWSP/75% property owners). Sewer mains were installed at the same time water was being extended. The extension of water main along Kachemak Drive and across Shellfish Avenue will be using grant funds that are expected to pay for 70% of the cost of the project.

- 1) Under what conditions will benefitted property owners be allowed to connect to the new water mains?
- 2) Does the sewer main need to be in place before allowing connections to the water main?
- 3) Will grant monies (used previously for improvement that indirectly benefitted the entire community) be used to reduce the cost of improvements that directly benefit a particular neighborhood?

Discussion:

Normally, property owners through a SAD (Special Assessment District) process get access to long term, low interest financing that allows for the cost of the project to be paid back over a twenty year period. In this case, there is no SAD. The City has in the past created deferred assessments which do not become due until a connection is made. In 2014, the City Council declined to authorize the creation of deferred assessments for this project.

Normally, property owners use more water when connected to a water main than when they haul water or use an on-site well. Allowing connections to water mains without sewer mains being present, is expected to put more water into adjacent on-site septic system absorption fields. Since many septic systems in Homer are in relatively impermeable soils and/or areas

with high groundwater tables, allowing access to water mains without sewer mains can create public health concerns. Along Kachemak Drive it could increase groundwater flows and arguably have negative impacts on bluff erosion.

If grant monies are used to fund construction and property owners are assessed for 100% of the cost of the project, ADEC has indicated that they would consider this as “double-dipping.” The grant monies could be reallocated to complete Phase II or III improvements that benefitted the entire community (“A” Frame Pressure Reduction Station Replacement for example).

Recommendation

City Council pass a resolution establishing conditions under which benefitted property owners will be allowed to connect to the proposed Kachemak Drive and Shellfish Avenue/South Slope Drive water mains being installed as part of Homer Water Storage/Distribution Improvements (Phase I) as follows:

- 1) If grant funds are used to pay for the construction of the water mains, property owners will be required to pay for that portion of the cost not covered by the grant (expected to be 30% of the cost of the project) in a lump sum payment before connection to the main is allowed. Property owners will also be required to install their own water service from the main to the property line.
- 2) No connection will be allowed until public piped sewer service is available to the lot requesting water service.

If a special assessment district to provide both water and sewer mains is created; costs will be shared by benefitted property owners as provided for in Homer City Code (currently 25% HAWSP/75% property owners). Grant funds would be reallocated to project(s) that benefit the entire community.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 15-136

TO: Mayor Wythe and Homer City Council
FROM: Katie Koester, City Manager
DATE: August 5, 2015
SUBJECT: Memo on Resolution 15-066(S)

The purpose of this memo is to explain the changes made in substitute Resolution 15-066(S). The City of Homer received a grant to pay for 70% of water storage distribution projects. These projects include completing the water main extension on Kachemak Drive Phase III and Shellfish Avenue / South Slope Drive. Resolution 15-066 established conditions by which property owners along those routes could hook up to water. The substitute before you makes the following changes to Resolution 15-066:

- 1) **Original** specified that property owners could not hook up to water until they had access to City sewer. However, no mechanism was provided to construct City sewer.
Substitute requires property owners to enter into a special assessment district (SAD) for water and sewer at the same time. The property owners still benefit from the grant paying for a large portion (70%) of the water main extension project. Property owners have already initiated a SAD for sewer. Resolution 15-066(S) will give the City Clerk direction for the terms and conditions of the SAD.
- 2) **Original** made the entire amount a property owner owes for the water main extension due at hook up.
Substitute incorporates the amount a property owner owes for the water main extension into an SAD. This ensures that all properties pay for the improvement and offers City financing to the property owners.
- 3) **Original** establishes the same conditions for Kachemak Drive Phase III and Shellfish Avenue / South Slope Drive property owners to hook up to the water main extension.
Substitute only addresses the conditions for Kachemak Drive Phase III. The reality is they are two different projects. Shellfish Avenue / South Slope Drive property owners do not have the same soil and drainage issues associated with septic systems. Furthermore, this neighborhood does not have sewer immediately adjacent. Installing a sewer main extension in the Shellfish / South Slope neighborhood would require the development of an additional subdivision that is not feasible at this time. Conditions for Shellfish / South Slope properties to connect to the main extension will be brought forward at a later time once Public Works Director Meyer has had an opportunity to hold a neighborhood meeting with affected property owners.

How to Treat Lots Owned by State of Alaska

At the July 27th meeting Councilmember Roberts asked about lots owned by the State of Alaska and how they would be treated in the SAD. There is nothing in Alaska Statutes or Homer City Code that exempts State land from paying an assessment.ⁱ Nevertheless there are no State properties in Phase III. There are 32 parcels within the district. Two parcels are owned by the City. Five parcels are owned by Kachemak Moose Habitat. The 5 Moose Habitat parcels are all exempted from real property tax because they are used for community purposes. They may file an exemption for the water sewer assessments (as they did with their property in Phase II). Council can exempt certain lands that will not be developed due to conservation easements or owned by organizations that conserve land for public purposes and or habitat protection. With this in mind the City should recover 25 assessments for Phase III.

ⁱ **Sec. 29.46.010. Assessment and proposal.**

(a) A municipality may assess against the property of a state or federal governmental unit and private real property to be benefited by an improvement all or a portion of the cost of acquiring, installing, or constructing capital improvements. The state shall pay an assessment levied, except as otherwise provided by law and subject to its right of protest under [AS 29.46.020](#)(b). If a governmental unit other than the state benefited by an improvement refuses to pay the assessment, it shall be denied the benefit of the improvement. An improvement proposal may be initiated by

(1) petition to the governing body of the owners of one-half in value of the property to be benefited; or

(2) the governing body.

(b) Notwithstanding (a) of this section, a party to a contract approved by the legislature as a result of submission of a proposed contract developed under [AS 43.82](#) or as a result of acts by the legislature in implementing the purposes of [AS 43.82](#), is exempt, as specified in the contract, from assessment under this chapter against real property associated with the approved qualified project that is subject to the contract. This subsection applies to home rule municipalities.

(AS 43.82 is the Alaska Stranded Gas Development Act)



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Environmental
Conservation

DIVISION OF WATER

Post Office Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5300
Fax: 907.465.5177
www.dec.alaska.gov

July 1, 2015

Ms. Katie Koester
City Manager
City of Homer
491 East Pioneer Avenue
Homer, AK 99603

RE: Grant Offer: Water Storage and Distribution Improvements (MMG No. 40909)

Dear Ms. Koester:


Enclosed for signature is the Grant Offer in the amount of \$1,922,577 for the Water Storage and Distribution Improvements Municipal Matching Grant No. 40909.

If satisfactory, please sign and return the original, along with a formal resolution. In the resolution the Grantee must agree to accept responsibility to operate and maintain the proposed water utility improvements and agree to the terms and conditions of the grant offer.

Please return the signed original grant offer and resolution to the following address:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800
410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Upon receiving the signed original grant offer and resolution, the Department will proceed with the final signature. Once the grant offer is fully signed, a copy of the fully signed document will be e-mailed to you for your records. If you have any questions regarding this grant offer you may contact Mike Lewis, Municipal Grants and Loans Program Manager at 907-269-7616 or Beth Verrelli, Project Engineer at 907-269-7603.

Sincerely,

Michelle Hale
Director

Enclosure: MMG#40909 Grant Offer



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

Department of Environmental
Conservation

DIVISION OF WATER

Post Office Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.5300
Fax: 907.465.5177
www.dec.alaska.gov

July 1, 2015

Ms. Katie Koester
City Manager
City of Homer
491 East Pioneer Avenue
Homer, AK 99603

RE: Grant Offer: Water Storage and Distribution Improvements (MMG No. 40909)

Dear Ms. Koester:

In accordance with AS 46.03.030, the Department of Environmental Conservation (Department) is pleased to offer the City of Homer (Grantee) a grant of funds not to exceed \$1,922,577.

Project Description: This is the first of three phases that will construct approximately 2,600 LF of 8-inch and 10-inch water main and a PRV station along Shellfish Avenue to interconnect two isolated pressure zones, install 4,500 LF of 12-inch water main to connect two dead end lines, and complete other related upgrades. This work will provide water to areas not currently served, and complete looped systems for improved water quality, reliability, and redundancy.

The estimated cost for this project, as provided by the Grantee, is \$2,797,000. However, pursuant to AS 46.03.030(e), the grant amount is limited to the available appropriation of \$1,922,577, and 70 percent of eligible project costs. To receive the full amount of grant funding available, eligible project costs must total at least \$2,746,538 (70 percent of this amount is equal to the funding available in this grant.)

This grant will be administered by the Department using funds which were included in the State fiscal year 2016 capital budget bill (SB26) allocation for this project.

This grant is 100% funded by state general funds.

This offer is expressly conditioned upon the Grantee accepting the offer and agreeing to comply with the terms and limitations contained herein, in 2 AAC 45.010 (enclosed), in 18 AAC 73 (enclosed), and is based upon estimated eligible project costs as itemized below:

Project Cost Summary	Estimated Eligible Project Costs
1. Administrative	\$50,000
2. Engineering Design	\$0
3. Engineering Construction	\$101,000
4. Construction	\$2,520,000
5. Equipment	\$0
6. Other	\$0
7. Project Contingencies	\$126,000
8. Total Estimated Eligible Project Costs	\$2,797,000
9. State Grant	\$1,922,577

Adjustment of expenditures within the budgeted cost items is allowed. If actual project costs are less than the total estimated eligible matching costs, the grant will be reduced to the extent necessary to comply with the percentage limitation set forth in this offer.

Grant payments will be made when expenses have been incurred and documentation has been provided to the Department along with the payment request form, unless a payment schedule is established as a special condition of this grant. Payments will normally be made monthly, but no more frequently than twice per month. All requests for payment must be submitted on the enclosed Request for Payment form. The Request for Payment form can also be found at:

<http://dec.alaska.gov/water/munigrant/forms.html>.

The Grantee should scan the Request for Payment Form and backup documentation and e-mail it both to the project engineer for eligibility review, and to the Municipal Administrative Team (MAT) at:

Beth.verrelli@alaska.gov
DEC.Water.MGL.MAT@alaska.gov

Mail the original signed Request for Payment Form to the address noted below; backup documentation to the pay request does not need to be mailed.

If the Grantee does not have scanning capability, the Request for Payment Form and backup documentation should be mailed to:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800
410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Pay request(s) totaling less than one thousand dollars may be held for payment until the one thousand dollar threshold is met. Upon the threshold being met, the Department will proceed with payment.

GENERAL GRANT CONDITIONS

1. Plan Approval: The Grantee agrees to obtain plan and specification approval from the Department in accordance with 18 AAC 73.020 prior to issuing a Notice to Proceed with Construction to a contractor.
2. Contract Award and Contractor Bonding Requirements:
 - a. The Grantee agrees to bid construction contracts exceeding \$50,000. Adequate time (not less than 30 days) shall be allowed between the date of formal advertisement and the date of bid opening unless a formal waiver is received.
 - b. The Grantee agrees to submit procedures for award of construction contracts of less than \$50,000 to the Department for prior approval when means other than the competitive bidding process are proposed.
 - c. The Grantee must require the contractor to furnish performance and payment bonds in accordance with AS 36.25.010.
 - d. If local or federal ordinances or regulations also apply to the contract award or contractor bonding requirements for this project, the most stringent requirements shall apply.
 - e. The Grantee agrees to provide the Department with a summary of itemized bid tabulations, a copy of the Notice to Proceed, and a copy of the construction contract.
3. Change Orders: The Grantee agrees that all project change orders will be submitted to the Department for approval in accordance with 18 AAC 73.020(e).
4. Project Completion: The Grantee agrees to provide sufficient local funding to match State and federal grant assistance and to ensure the completion of a properly functioning project in accordance with 18 AAC 73.020(j).
5. Operation and Maintenance: The Grantee agrees to operate and maintain the completed project.
6. Titles and Easements: The Grantee agrees to obtain all titles and easements necessary to provide clear title or authority to construct and maintain the proposed project.
7. Eligibility: The Grantee acknowledges that disbursement of progress payments by the State does not constitute acceptance of any item as an eligible project cost until all project costs are audited and determined to be eligible. Ineligible project costs must be included in the final audit report.

8. Inspection: The Grantee agrees to allow, at any reasonable time, Department inspection of all project work and audit of related records and data for which this grant is offered.
9. Records: The Grantee agrees to maintain project accounts and records which verify the grant eligibility of project expenditures. These accounts and records shall be kept apart from non-grant eligible local records and from those records maintained for the purpose of other State or federal grant programs involved in the project.
10. Progress Reports: The Grantee agrees to submit progress reports on the proposed project with each payment request or at a minimum, quarterly.
11. Construction Start Date: The Department will in its discretion, withdraw an accepted grant if construction has not been started within one year after the date of the offer was extended in accordance with 18AAC 73.030 (f).
12. Grant Term Date: Funds made available to a grantee under a fully executed signed grant agreement by the Department shall be expended within three years from the start of the fiscal year in which the funds were appropriated. A one-year extension may be granted by the Department upon written request and good cause shown by the grantee. A request for extension must be submitted to the Department prior to the grant term date and will only be considered for completion of work identified in the original project description. The Department may cancel the grant and seek to have the funds de-obligated.

State Fiscal Year 2016 funds must be spent by June 30, 2018. The final pay request must be submitted by August 15, 2018.

13. Remaining Funds after Project Completion: If the entire grant amount is not utilized for the original scope of work, the Department will seek to de-obligate the remaining funds.
14. Americans with Disabilities Act: The Grantee must certify that projects and services provided under this grant are made available to the general public in compliance with the Americans with Disabilities Act of 1990.
15. Discrimination: The Grantee agrees to administer this grant in a non-discriminatory manner. No person shall be discriminated against based on race, religion, color, national origin, gender or disability.
16. Damages: The Grantee shall hold and save the Department, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for or on account of any and all suits or damages of any nature, sustained by any person or persons or property, by virtue of performance of the grantee, or any person or entity acting in place of or for the Grantee for this project.
17. Grant Cancellation: The Grantee acknowledges the right of the Department to rescind this grant and seek recovery of payments already made if the Grantee has provided incorrect or misleading information to the Department or if a grant condition contained herein or in 18 AAC 73 is violated. This grant offer may be terminated at any time it is in the best interest of the State to do so.

SPECIAL GRANT CONDITIONS

For the purpose of grant eligible costs July 1, 2015 is the effective date of this grant offer.

Please carefully review this grant offer, the related grant conditions, and the enclosed regulations. If satisfactory, sign and return the original, along with a formal resolution accepting the grant enacted by the City of Homer.

In the resolution the Grantee must agree to accept responsibility to operate and maintain the proposed water utility improvements and agree to the terms and conditions of this grant offer.

Mail signed originals (grant offer and resolution) to the following address:

Alaska Department of Environmental Conservation
Division of Water, Municipal Matching Grants & Loans Program
Attn: MAT (Municipal Administrative Team)
P.O. Box 111800
410 Willoughby Avenue, Suite 303
Juneau, AK 99811-1800

Acceptance of the grant is required within six months (180 days) of the date the grant offer is extended to prevent revocation of the offer. No payment can be made until this grant offer is signed by the Grantee and by the Department. Nothing in this offer, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until a resolution of acceptance has been received.

The Department is pleased to offer this assistance to the people of Homer.

Sincerely,



Michelle Hale
Director

Enclosures: 2 AAC 45.010 Audit Guide and Compliance Supplement for State Single Audits
18 AAC 73.010 Construction Grant Project Eligibility
Request for Payment Form

cc: The Honorable Gary Stevens, Alaska State Senate
The Honorable Paul Seaton, Alaska State House of Representatives
Beth Verrelli, ADEC Project Engineer

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

City of Homer

Katie Koester

Printed Name

City Manager

Title

8.3.15

Date

Katie Koester

Signature

Alaska Department of Environmental Conservation

Printed Name

Title

Date

Signature

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**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 15-067

A RESOLUTION OF THE HOMER CITY COUNCIL ACCEPTING AN ADEC MUNICIPAL MATCHING GRANT (MMG #40909) FOR THE WATER STORAGE AND DISTRIBUTION IMPROVEMENT PROJECT (PHASE I), ACCEPTING THE RESPONSIBILITY TO OPERATE AND MAINTAIN THE IMPROVEMENT, AGREEING TO THE TERMS AND CONDITIONS OF THE GRANT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City applied for and secured a Municipal Matching Grant (MMG #40909) through the Alaska Department of Conservation for Phase I of the Homer Water Storage and Distribution Improvement project; and

WHEREAS, Part of the conditions associated with finalizing the grant is the need for the City to pass a resolution formally stating that the City accepts the grant, accepts responsibility to operate and maintain the improvements constructed with the funds, and agrees to the terms and conditions of the grant; and

WHEREAS, City administration officials and Public Works have reviewed the grant agreement and found the conditions to be acceptable.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, accepts a Municipal Matching Grant (MMG #40909) for Phase I of the Homer Water Storage and Distribution Improvement project, accepts responsibility to operate and maintain the improvements constructed with the funds, agrees to the terms and conditions of the grant, and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of July, 2015.

CITY OF HOMER


MARY E. WYTHE, MAYOR

NEW BUSINESS



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 15-128

TO: MAYOR AND CITY COUNCIL
FROM: JO JOHNSON, MMC, CITY CLERK
DATE: AUGUST 4, 2015
SUBJECT: DEFERRED ASSESSMENT FOR THOM AND SEYMOUR FOR THE HOMER NATURAL GAS SPECIAL ASSESSMENT DISTRICT

Denice Thom has applied for an assessment deferment for Kenai Peninsula Borough (KPB) Parcel Number 17932011.

Kim and Debbie Seymour have applied for an assessment deferment for KPB Parcel Number 17730262.

Pursuant to HCC 17.04.190 Deferment of assessment payments for low income residents, assessments may be deferred if the person:

1. Has an annual family income that is less than 125 percent of the current U.S. Health and Human Services Poverty Guidelines for Alaska;
2. Owns or has a life tenancy in the assessed property, and permanently resides in a single-family dwelling on the property; and
3. Is not determined by the City, after notice and hearing, to have been conveyed the property primarily for the purpose of obtaining the exemption.

Documentation has been shown that the applicants meet the criteria established for a deferment of assessment payments. An assessment payment deferment is subject to approval by the Council.

RECOMMENDATION:

Review the Thom and Seymour applications for natural gas assessment deferment. Take action to approve or disapprove the application.

Fiscal Impact: \$6,525.54 unpaid balance.



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

July 27, 2015

Denice D. Thom
4703 Rochelle Rd.
Homer, AK 99603

Dear Ms. Thom,

I have reviewed your application to defer the assessment for the natural gas special assessment district. At this time your income meets the amount allowed for a deferral.

On August 10, 2015 the Homer City Council will be reviewing your request for deferral of assessment. Although your income does qualify, the deferral is subject to the approval of the City Council.

If you wish to attend the meeting you are allowed to speak to the request for deferral at the beginning of the council meeting under *Public Comments Upon Matters Already on the Agenda*. The council meeting begins at 6:00 p.m. in Cowles Council Chambers at City Hall.

I want to assure you the council packet will contain only your signed deferment request and will not include the supporting documents you filed with your request for deferment. Those documents will remain in our office as confidential, used only in determining your eligibility for the deferral.

Please let me know if you have any questions regarding this determination.

Sincerely,

Jo Johnson
City Clerk

Wj



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Natural Gas Special Assessment District Deferment Request

Date Application Received by Finance
Department/Department Personnel Initials

JEM 7/24/15

PARCEL #: 179-320-11

APPLICANT NAME(S) Denice D. Thom

MAILING ADDRESS: 4703 Rochelle Rd.

CITY, STATE, ZIP Homer, Alaska 99603 805 8-5 -8-27
503-507-0607

.....
PLEASE CHECK ALL THAT APPLY

- SINGLE FAMILY DUPLEX MOBILE HOME CONDOMINIUM APARTMENT
- OWNER/PURCHASER OF RECORD LIFE ESTATE PART OWNER OF RECORD
- % OWNERSHIP

.....
PLEASE PROVIDE THE FOLLOWING AS PROOF OF INCOME. CHECK ALL THAT APPLY:

- UNEARNED INCOME - SSI, PENSIONS, SOCIAL SECURITY, WELFARE, CHILD SUPPORT MOST RECENT TAX RETURN
- THREE MOST RECENT PAY STUBS OTHER

.....
IDENTIFICATION SUBMITTED -
MUST BE GOVERNMENT ISSUED
WITH PHOTOGRAPH

- DRIVERS LICENSE MILITARY
- STATE ID CARD PASSPORT

.....
I (We) hereby apply for deferment for the special assessment on my property as provided in HCC 17.04.190 and understand that the deferment establishes a lien on the property in favor of the City of Homer and further understand that I must apply for this deferment by April 15th of each following year.



SIGN THIS FORM BEFORE A NOTARY PUBLIC

I, (We) the undersigned, certify that I, (We) have read this application and the answers given are true and correct to the best of my knowledge. I, (We) understand that willful misstatement is subject to punishment by fine under HCC 1.16.010

Denice L. Thom
SIGNATURE Applicant

SIGNATURE Co-Applicant/Spouse/Owner

DATE July 23, 2015

DATE _____

STATE OF ALASKA
THIRD JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on the 23 day of July, 2015, before me the undersigned Notary Public, and sworn as such, personally appeared

Denice D. Thom and

_____, who is known to be the individual(s) named in and who executed the above application, and acknowledged to me the execution thereof as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first written above.

(SEAL)



Melissa Jacobsen
NOTARY PUBLIC
MY COMMISSION EXPIRES 9/8/16



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

July 27, 2015

Kim and Debbie Seymour
996 Hillfair Court
Homer, AK 99603

Dear Mr. and Mrs. Seymour,

I have reviewed your application to defer the assessments on both of your parcels for the natural gas special assessment district. At this time your income meets the amount allowed for a deferral on parcel 17730262, where you currently reside.

The rules for allowing a deferment of assessment payments are very strict. You must permanently reside in a single-family dwelling on the property. There is no allowance for a deferment on parcel 17730263 since it does not include your single-family dwelling. Because you do not qualify for the deferral on this parcel the \$3,265.77 assessment is due on or before September 1, or a payment of \$405.27 is due by September 1, 2015.

On August 10, 2015 the Homer City Council will be reviewing your request for deferral of assessment. Although your income does qualify for parcel 17730262, the deferral is subject to the approval of the City Council.

If you wish to attend the meeting you are allowed to speak to the request for deferral at the beginning of the council meeting under *Public Comments Upon Matters Already on the Agenda*. The council meeting begins at 6:00 p.m. in Cowles Council Chambers at City Hall.

I want to assure you the council packet will contain only your signed deferment request, your letter, and the asbuilt survey documentation you provided. It will not include the supporting financial and identification documents you filed with your request for deferment. Those documents will remain in our office as confidential, used only in determining your eligibility for the deferral.

Please let me know if you have any questions regarding this determination.

Sincerely,

Jo Johnson
City Clerk



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Natural Gas Special Assessment District Deferment Request

Date Application Received by Finance
Department/Department Personnel Initials

ARM 7/24/15

PARCEL #: 177-302-62

APPLICANT NAME(S) Kim and Debbie Seymour

MAILING ADDRESS: 996 Hillfair Ct

CITY, STATE, ZIP Homer, AK 99603 235-5363

PLEASE CHECK ALL THAT APPLY

SINGLE FAMILY DUPLEX MOBILE HOME CONDOMINIUM APARTMENT

OWNER/PURCHASER OF RECORD LIFE ESTATE PART OWNER OF RECORD

% OWNERSHIP

PLEASE PROVIDE THE FOLLOWING AS PROOF OF INCOME. CHECK ALL THAT APPLY:

UNEARNED INCOME - SSI, PENSIONS, SOCIAL SECURITY, WELFARE, CHILD SUPPORT

MOST RECENT TAX RETURN

THREE MOST RECENT PAY STUBS

OTHER

IDENTIFICATION SUBMITTED -
MUST BE GOVERNMENT ISSUED
WITH PHOTOGRAPH

DRIVERS LICENSE
 STATE ID CARD

MILITARY
 PASSPORT

I (We) hereby apply for deferment for the special assessment on my property as provided in HCC 17.04.190 and understand that the deferment establishes a lien on the property in favor of the City of Homer and further understand that I must apply for this deferment by April 15th of each following year.



SIGN THIS FORM BEFORE A NOTARY PUBLIC

I, (We) the undersigned, certify that I, (We) have read this application and the answers given are true and correct to the best of my knowledge. I, (We) understand that willful misstatement is subject to punishment by fine under HCC 1.16.010

[Signature]
SIGNATURE Applicant

[Signature]
SIGNATURE Co-Applicant/Spouse/Owner

DATE 7-8-15

DATE 7-8-15

STATE OF Alaska
Third JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on the 13th day of July, 2015, before me the undersigned Notary Public, and sworn as such, personally appeared

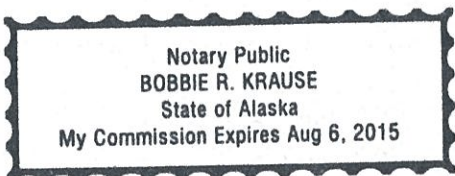
Debbie M Seymour and

Kim Dana Seymour, who is known to be the

individual(s) named in and who executed the above application, and acknowledged to me the execution thereof as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first written above.

(SEAL)



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 08/06/15



City of Homer

www.cityofhomer-ak.gov

JUL 13 2015 PM 01:33 ^{RL}
Office of the City Clerk
491 East Pioneer Avenue
Homer, Alaska 99603
clerk@cityofhomer-ak.gov
(p) 907-235-3130
(f) 907-235-3143

Natural Gas Special Assessment District Deferment Request

Date Application Received by Finance _____
Department/Department Personnel Initials _____

PARCEL #: 177-302-63

APPLICANT NAME(S) Ron and Debbie Seaman

MAILING ADDRESS: 996 Hilja Ct

CITY, STATE, ZIP Homer, AK 99603 235-5363

PLEASE CHECK ALL THAT APPLY

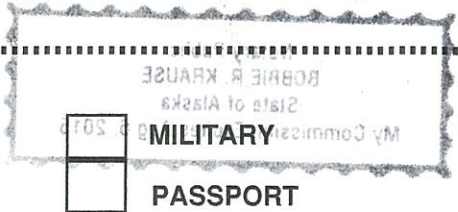
- SINGLE FAMILY
- DUPLEX
- MOBILE HOME
- CONDOMINIUM
- APARTMENT
- OWNER/PURCHASER OF RECORD
- LIFE ESTATE
- PART OWNER OF RECORD
- % OWNERSHIP

PLEASE PROVIDE THE FOLLOWING AS PROOF OF INCOME. CHECK ALL THAT APPLY:

- UNEARNED INCOME - SSI, PENSIONS, SOCIAL SECURITY, WELFARE, CHILD SUPPORT
- MOST RECENT TAX RETURN
- THREE MOST RECENT PAY STUBS
- OTHER

IDENTIFICATION SUBMITTED -
MUST BE GOVERNMENT ISSUED
WITH PHOTOGRAPH

- DRIVERS LICENSE
- STATE ID CARD



- PASSPORT

I (We) hereby apply for deferment for the special assessment on my property as provided in HCC 17.04.190 and understand that the deferment establishes a lien on the property in favor of the City of Homer and further understand that I must apply for this deferment by April 15th of each following year.



City of Homer
Application for Deferment

SIGN THIS FORM BEFORE A NOTARY PUBLIC

I, (We) the undersigned, certify that I, (We) have read this application and the answers given are true and correct to the best of my knowledge. I, (We) understand that willful misstatement is subject to punishment by fine under HCC 1.16.010

[Signature]
SIGNATURE Applicant

[Signature]
SIGNATURE Co-Applicant/Spouse/Owner

DATE 7-8-15

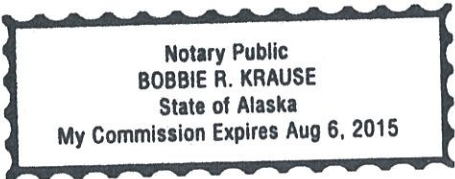
DATE 7-8-15

STATE OF Alaska
Third JUDICIAL DISTRICT

THIS IS TO CERTIFY, that on the 13th day of July, 2015, before me the undersigned Notary Public, and sworn as such, personally appeared Debbie M. Seymour and Kim Dana Seymour, who is known to be the individual(s) named in and who executed the above application, and acknowledged to me the execution thereof as his/her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first written above.

(SEAL)



[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 8/06/15

Kim and Debbie Seymour
996 Hillfair Court
Homer, Alaska 99603
907-235-5363

July 21, 2015

To whom it may concern,

We are requesting a deferment in the natural gas property tax assessment on both pieces of our property.

Many years ago we purchased the second piece of property because of how our house is placed on the lot. As the lot lines now sit we would have no side or front yard as the second lot line cuts along the north side of our house feet from our back door and also cuts across the front in a pie shaped wedge, leaving no front yard. Our deck, steps, garden shed and fence which is attached to the house are all on the second lot.

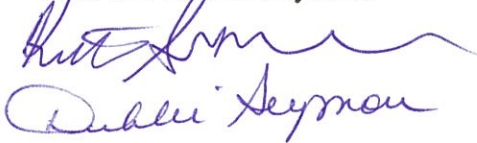
It is our intention to erase this lot line and make both lots into one piece of property. We have no intention of selling the second lot or building a house on it either. We love the natural wooded area and want to keep it that way for local wildlife. We still owe a mortgage on our home but plan to do this in a couple of years when our home is paid for.

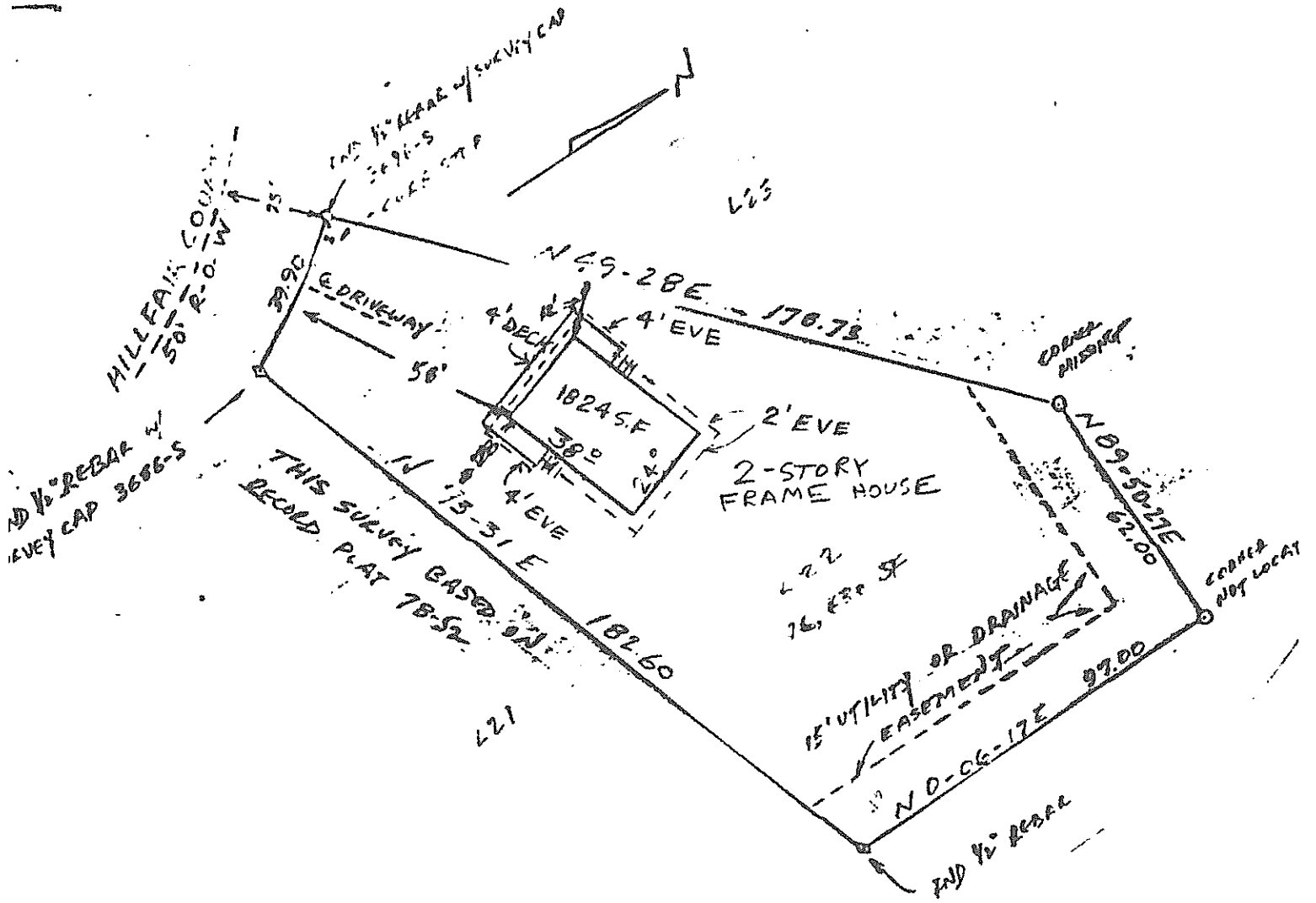
In addition 9 years ago Kim had a life altering accident when his back was crushed in an accident. Numerous surgeries, (where he almost died), he is disabled and unable to do the work he once could. He is also looking at another back fusion this fall. We lost three businesses as a result. We've sold almost everything we can, except our home, to survive. We are trying to live on his social security and some small job that Debbie has. She is also unable to work a 9-5 job because of her back issues.

We are asking for your help with this assessment deferment. At this stage in our live we can't incur anymore expenses as we don't have the means to pay them.

Respectfully

Kim and Debbie Seymour

Handwritten signatures of Kim and Debbie Seymour in blue ink. The signature for Kim is a cursive scribble, and the signature for Debbie is more legible, showing the name 'Debbie Seymour'.



I hereby certify that I have surveyed the following property:

Lot 22, Block 3, Lakeside Village, and that no encroachments exist as of this date.

Exclusion Note:

It is the responsibility of the owner to determine the existence of any easement, covenants, or restrictions which do not appear on the recorded subdivision plat. Under no circumstances should any data hereon be used for construction or for establishing boundary or fence lines.

ASBUILT SURVEY OF
 LOT 22 BLOCK 3 LAKESIDE VILLAGE
 LOCATED IN THE E 1/2 NE 1/4 S20, T6S
 R13W, SM AS RECORDED ON PLAT
 78-52 HOMER RECORDING DISTRICT,
 THIRD JUDICIAL DISTRICT, STATE OF
 ALASKA.

CLIENT: SANFORD BEACHY
 P.O. BOX 800
 HOMER, AK. 99603

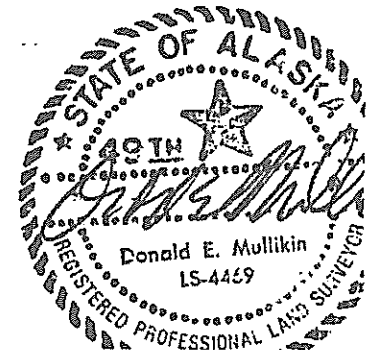
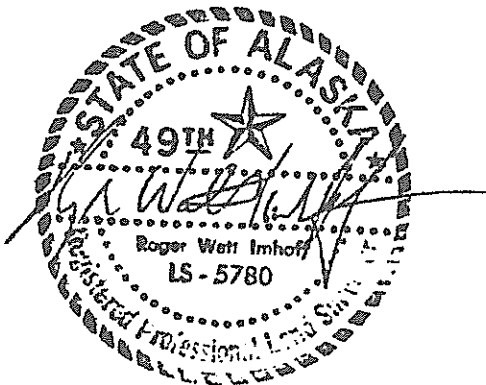
SURVEYOR: ROGER IMHOFF
 P.O. BOX 2588
 HOMER, AK. 99603

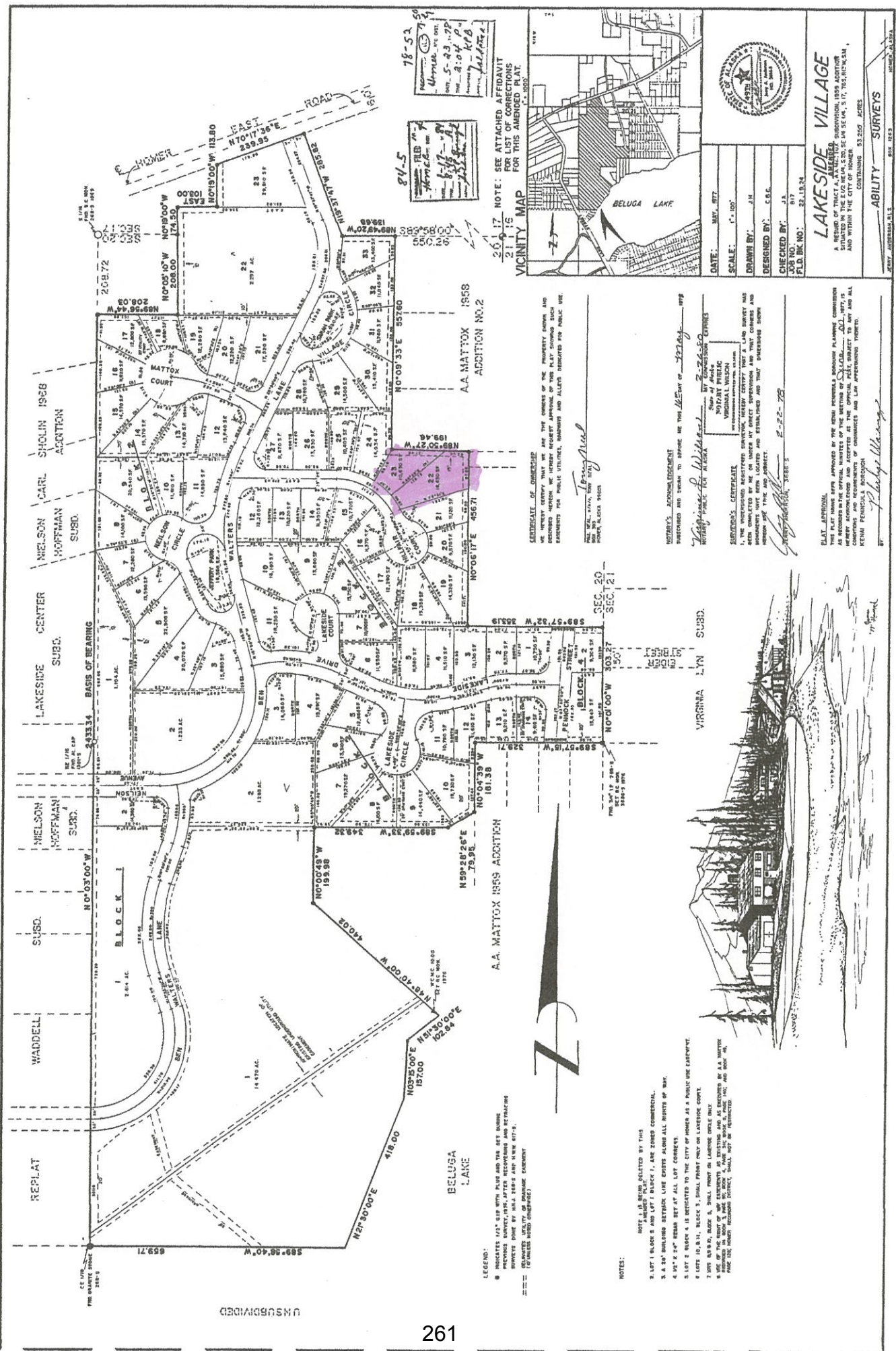
DATE: 8-31-83

SCALE: 1" = 40'

DRAWN: RI

UPDATE
 26 OCT 83
 OLM.





DATE: 12-15-78
 SCALE: 1" = 100'
 DRAWN BY: JHM
 DESIGNED BY: C.B.G.
 CHECKED BY: JJA
 JOB NO.: 117
 F.L.D. BK. NO.: 22, 13, 24

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LAKEVILLE VILLAGE
 A RECORD OF TRACT A, ALEXANDER SUBDIVISION, 1958 ADDITION
 SITUATED IN THE E 1/2 BEA 1, S 20, 56, 58, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, 83, 85, 87, 89, 91, 93, 95, 97, 99, 101, 103, 105, 107, 109, 111, 113, 115, 117, 119, 121, 123, 125, 127, 129, 131, 133, 135, 137, 139, 141, 143, 145, 147, 149, 151, 153, 155, 157, 159, 161, 163, 165, 167, 169, 171, 173, 175, 177, 179, 181, 183, 185, 187, 189, 191, 193, 195, 197, 199, 201, 203, 205, 207, 209, 211, 213, 215, 217, 219, 221, 223, 225, 227, 229, 231, 233, 235, 237, 239, 241, 243, 245, 247, 249, 251, 253, 255, 257, 259, 261, 263, 265, 267, 269, 271, 273, 275, 277, 279, 281, 283, 285, 287, 289, 291, 293, 295, 297, 299, 301, 303, 305, 307, 309, 311, 313, 315, 317, 319, 321, 323, 325, 327, 329, 331, 333, 335, 337, 339, 341, 343, 345, 347, 349, 351, 353, 355, 357, 359, 361, 363, 365, 367, 369, 371, 373, 375, 377, 379, 381, 383, 385, 387, 389, 391, 393, 395, 397, 399, 401, 403, 405, 407, 409, 411, 413, 415, 417, 419, 421, 423, 425, 427, 429, 431, 433, 435, 437, 439, 441, 443, 445, 447, 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RESOLUTIONS

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

3 City Clerk/
4 Public Works Director

5 **RESOLUTION 15-070**

6
7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE
8 CONTRACT FOR THE PUBLIC WORKS EQUIPMENT STORAGE
9 BUILDING TO THE FIRM OF STEINER'S NORTH STAR
10 CONSTRUCTION, INC. OF HOMER, ALASKA, IN THE AMOUNT OF
11 \$82,451 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
12 APPROPRIATE DOCUMENTS.

13
14 WHEREAS, The City Council authorized in the 2015 budget a capital expenditure of
15 \$150,000 to construct a storage shed to protect Public Works equipment and materials; and
16

17 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
18 advertised in the Homer News on July 16 and 23, 2015, posted on the Clerk's home page, and
19 sent to two in-state plans rooms; and
20

21 WHEREAS, Bids were due by 2:00 p.m. on Tuesday, August 4, 2015 and six bids were
22 received by the City Clerk's Office; and
23

24 WHEREAS, Bids were publicly opened and read on August 4, 2015 and the firm of
25 Steiner's North Star Construction, Inc. of Homer, Alaska, was determined to be the low
26 responsive bidder in the amount of \$82,451, which was below the engineer's estimate; and
27

28 WHEREAS, Steiner's North Star Construction, Inc. is qualified to complete the work;
29 and
30

31 WHEREAS, This award is not final until written notification is received by Steiner's
32 North Star Construction, Inc. of Homer, Alaska, from the City of Homer.
33

34 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
35 the contract award for the Public Works Equipment Storage Building to the firm of Steiner's
36 North Star Construction, Inc. of Homer, Alaska, in the amount of \$82,451 and authorizes the
37 City Manager to execute the appropriate documents.
38

39 PASSED AND ADOPTED by the Homer City Council this 10th day of August, 2015.
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CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: 1/3 to Acct. No. 156-0395-5212 (\$27,483.67)
1/3 to Acct. No. 256-0378-5212 (\$27,483.66)
1/3 to Acct. No. 256-0379-5212 (\$27,483.66)



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 15-132

TO: Mary K. Koester, City Manager

FROM: Carey Meyer, Public Works Director

DATE: August 4, 2015

SUBJECT: **Award of Contract**
Public Works Equipment Storage Building Construction

The City Council authorized in the 2015 operating budget an expenditure of \$150,000 to construct a storage shed for equipment (including the new street sweeper) and materials (water and sewer valves, fittings, etc.). This budget reflects equal cost sharing from the Water Fund (256-0378-5212), the Sewer Fund (256-0379-5212) and the General Fund (156-0395-5212).


Public Works prepared bid documents and solicited bids in accordance with the City's procurement regulations (bids were advertised in the Homer News on July 16 and 23); six bids were publicly opened and read on August 4. The City's 5% local bidder's preference applies:

Steiner's North Star Construction, Inc.	Homer	\$ 82,451
Amcon, LLC	Anchorage	\$134,950
Jay Brant General Contractors	Homer	\$127,000
Beachy Construction	Homer	\$ 99,700
Diversified Construction, Inc.	Eagle River	\$ 96,800
Northern Industrial Training	Palmer	\$ 85,870.96
	Engineer's Estimate	\$104,000

The firm of Steiner's North Star Construction, Inc. was determined to be the low responsive bidder: the bid was below the engineer's estimate; and the firm is qualified to complete the work.

Project Budget Overview:	Design Cost	\$ 15,380
	Foundation Construction Cost	\$ 25,063
	<u>Shed Structure Construction Cost</u>	<u>\$ 82,451</u>
	Total Cost Anticipated	\$122,894

Recommendation: The City Council pass a resolution awarding the contract for the Public Works Storage Equipment Storage Building project to the firm of Steiner's North Star Construction of Homer, Alaska, in the amount of \$82,451 and authorize the City Manager to execute the appropriate documents.

JUL - 7 2015


INVITATION TO BID
By the City of Homer, Alaska, for the
Public Works Equipment Storage Building 2015

Sealed bids for the construction of the **Public Works Equipment Storage Building 2015** will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 PM, Tuesday, August 4, 2015**, 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. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

The City's local bidder's 5% preference requirements apply and State prevailing wage rates will apply. The work includes, but is not limited to the following:

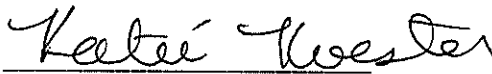
Construct 2400 SF storage shed on city provided helical pile foundation. Frame, T1-11 siding, shingle roof.

Please direct all technical questions regarding this project to: Carey Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska 99603 (907) 235-3170

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$85 per set (\$140 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 7th July, 2015.

CITY OF HOMER


Katie Koester, City Manager

Publish: Homer News July 16 and 23, 2015


Fiscal Note: 156-0395-5212 (1/3)
256-0378-5212 (1/3)
256-0379-5212 (1/3)

CITY OF HOMER
INVITATION TO BID / BID DOCUMENTS

Public Works Equipment Storage Building 2015



PREPARED BY:
CITY OF HOMER – PUBLIC WORKS DEPARTMENT
3575 HEATH STREET
HOMER ALASKA 99603
907-235-3170

JUL - 7 2015


INVITATION TO BID
By the City of Homer, Alaska, for the
Public Works Equipment Storage Building 2015

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The City's local bidder's 5% preference requirements apply and State prevailing wage rates will apply. The work includes, but is not limited to the following:

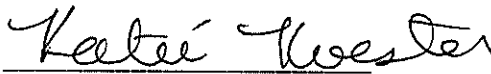
Construct 2400 SF storage shed on city provided helical pile foundation. Frame, T1-11 siding, shingle roof.

Please direct all technical questions regarding this project to: Carey Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska 99603 (907) 235-3170

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies at the Office of the City Clerk upon payment of \$85 per set (\$140 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 7th July, 2015.

CITY OF HOMER


Katie Koester, City Manager

Publish: Homer News July 16 and 23, 2015

Fiscal Note: 156-0395-5212 (1/3)
256-0378-5212 (1/3)
256-0379-5212 (1/3)

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Public Works Equipment Storage Building 2015

The City of Homer, Alaska is requesting bid proposals from qualified firms and individuals for the project described herein.

I. Scope of Services

The proposed work is located within the Homer city limits and is illustrated on the plans entitled:

Public Works Equipment Storage Building 2015

The project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described herein and shown on the project drawings. The work includes but is not limited to the following:

Construct 2400 SF storage shed on city provided helical pile foundation. Frame, T1-11 siding, shingle roof.

II. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder must have a current contractor's license issued by the State of Alaska. The license must apply to the work described in the Invitation to Bid.

The City of Homer Standard Construction Specifications, 2011 Edition, shall supplement the project plans. A copy of the Homer Standard Construction Specifications (S.C.S.) may be obtained at the Office of the City Clerk, 491 E. Pioneer Ave., Homer, Alaska 99603. The cost for S.C.S. is per set is \$50.00. Persons requesting the sets by mail must include an additional \$25.00 for shipping.

This project is covered by the State of Alaska, Laborer's and Mechanic's Minimum Rates of Pay, Title 36 Public Contracts, (AS 36.05 & 36.10) **Pamphlet 600 Issue 30, Effective April 1, 2015**. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

Performance and Payment bonds in the amount of One Hundred Percent 100% of the bid amount are required.

All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive. Plan holder registration forms and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps>

Bids must be submitted on the Bid Form and be received until 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, August 4, 2015**. A bid bond is required. Cashier checks in an amount equal to five percent (5%) of the bid are acceptable. Surety bonds are acceptable.

The City of Homer has a two-part bid process, Part A and Part B. Each portion of the bid must be submitted in separate envelopes. At the bid opening, Part B is opened first and must be complete and regular or Part A will not be opened and the bid will be rejected.

Part A of the bid contains the Bid Form, the Bid Bond and the Power of Attorney (if needed). Part A must be submitted separately in an envelope marked Part A.

Part B of the bid contains the 1) Addenda Acknowledgment, 2) EEO-1 Certification, 3) Equal Employment Opportunity Clause. Part B must be submitted separately in an envelope marked Part B.

III. Instruction to Bidders

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the bidder that best meets the criteria stated below.

A. Qualification of Bidders

It is the intention of the City of Homer to award this contract to the lowest responsible, responsive Bidder who furnishes satisfactory evidence they have the requisite experience, ability and sufficient capital, facilities and plant to prosecute the work successfully (and properly) and to complete it within the time allowed in the Contract at the least cost to the City of Homer for dollars spent for value received.

If the signature on the Bid is by an agent, other than an Officer of a corporation or a member of a Co-partnership, a Power of Attorney must either be on file with the City Clerk prior to the Bid opening or submitted with the Bid in Part B.

B. Taxes

Attention is directed to the requirements of the General Conditions regarding the payment of taxes. All taxes that are lawfully assessed against Owner or Contractor in connection with the work shall be paid by the Contractor. The Bid prices shall include all such taxes.

The City of Homer is exempt from local sales taxes. The Contractor shall not include sales tax markup in his bid. However, in order to recoup sales tax the Contractor might pay at local vendors, the Contractor must secure a Tax Exempt card from the Kenai Peninsula Borough Tax Department.

C. Familiarization With The Work

Before submitting a Bid, each prospective Bidder shall familiarize themselves with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. The Contractor shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the work. The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents and the provisions thereof. The failure or neglect of a Bidder to receive or examine any of the Bid Documents shall in no way relieve the bidder from any obligations with the respect to their Bid or to the Contract. Misinterpretation or a reputed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

1. Site Conditions

Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials and utilities to be encountered, the arrangement and conditions of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operations of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

D. Interpretation of Bid Documents

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to the Office of the Director of Public Works, 3575 Heath St. Homer Alaska, 99603. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City Clerk's Office as having received the Bidding documents. The City of Homer will not be held responsible for questions received less than (7) days prior to the date of opening of Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No questions will be answered the day of the bid due date.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Addendum Form, properly signed by the Bidder and placed in envelope B.

It shall be the Bidder's responsibility to inquire as to addenda issued. Failure to include the Addenda Form in envelope B shall result in the Bid being rejected as non-responsive.

E. Bid Bond Guarantee

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to carry on business in the State of Alaska, along with a General Power of Attorney form, if applicable, for payment to the City in the sum of five percent (5%) of the total amount of the Bid. Failure to include the Bid Bond in envelope A of the Bid shall result in the Bid being rejected as non-responsive.

The amount payable to the City under the Bid Bond or the certified or cashier's check, as the case may be, shall be forfeited to the City in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the City required Performance and Payment Bonds, Evidences of Insurance, necessary forms or material required by the Bid or failure to enter into, execute and deliver to the City the Contract on the form provided therefore, within ten (10) working days after receipt of "Notice of Intent to Award Contract" by the City that the Contract is ready for execution. The "Award of Contract" will be made upon the execution of the Contract by the Bidder and the City.

F. Return of Bid Guarantee

Within thirty (30) days after the Bids are opened, the City will return the Bid Guarantees accompanying the Bids, which are not to be considered in making the award. The bid Guarantees of the three (3) lowest responsive Bids will be held until the Contract has been fully executed after which time the Guarantees will be returned to the respective Bidders whose Bids the Guarantees accompanied.

G. Contract Time

The Contract Time is an essential part of the Contract and it will be necessary for each Bidder to satisfy the City of his ability to complete the work within the time set forth in the Bid form. Provisions for delays, liquidated damages, and extensions of time are set forth in the Standard Construction Specifications. Time is of the essence in this contract.

H. Bids

1. Preparation of Bids

Bids must be submitted on the forms provided by the city and completed in all respects as required by the Bid Documents. Bids shall include all information requested herein, and be manually signed by the Bidder or the Bidder's duly authorized representative, with the Bidder's address and phone number. If the signature is by an agent, other than an Officer of a Corporation, or a member of a Co-partnership, a Power of Attorney must be on file with the City Clerk prior to opening the Bid or submitted in envelope B of the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized, and will be rejected as non-responsive. All Bids must be regular in every respect, and no alterations shall be made to the Bid form.

If erasures or changes appear on the forms, each must be initialed by the person signing the Bid. No oral, telegraphic or telephone proposals will be considered.

Bids will be received at the City Clerk's Office located at 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Invitation to Bid. Each Bid shall be submitted enclosed in a sealed, opaque envelope. The Bidder shall see that the Bid title and date of Bid opening is on the lower left-hand corner of the envelope. The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. Promised overnight delivery from the Post office or private carriers usually is an inaccurate statement for Alaska and Homer Area.

No consideration will be given by the city to a claim of error unless such claim is made to the city in writing within two (2) hours after the time of Bid opening. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the Bid Opening (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute the Bid.

It is the bidder's responsibility to see that Bids are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be accepted and will be returned to the Bidder in the sealed bid envelope.

I. Local Bidders Preference

The City of Homer Local Bidder Preference applies to this contract.

IV. BID SCHEDULE
Part A

Bid Schedule (BS)

City of Homer

BID SCHEDULE - SUMMARY

Public Works Equipment Storage Building 2015

Total Project Cost:

\$ _____
In Numbers (Lump Sum)

\$ _____
In Words (Lump Sum)

Name of Firm:

Typed or Printed Name

Address of Firm:

Authorized Signature:

Typed or Printed
Name of Signatory:

Title of Signatory:

Date of Bid:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the PRINCIPAL, and _____

a Corporation duly organized under the laws of the State of Alaska having its principal place of business at _____

In the State of Alaska, and authorized to do business in the State of Alaska, as SURETY, are held and firmly bound unto the City of Homer hereinafter called the OBLIGEE, in the penal

sum of _____ DOLLARS (\$ _____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for _____

_____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages:

Signed and sealed this _____ Day of _____, 2015.

PRINCIPAL:

BY:

SURETY:

ATTORNEY-IN-FACT:

Part B

ADDENDA ACKNOWLEDGMENT

Project Name: Public Works Equipment Storage Building 2015

I hereby acknowledge addenda numbers:

Name of Firm: _____

Signature of Bidder: _____

Date: _____

This Acknowledgement must be included with Part B of the Bid or the Bid will be considered non-responsive.

City of Homer

Equal Employment Opportunity (EEO – 1) CERTIFICATION

The following Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by BIDDERS and proposed SUBCONTRACTORS in connections with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt.) Proposed PRIME CONTRACTORS and SUBCONTRACTORS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports, should note the 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period as specified by the Federal Highway Administration; by the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor; or by the Equal Employment Opportunity Commission.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The Employer Information Report EEO-1 (Standard Form 100) is not a voluntary survey. The filing of the report is in accordance with Standard Form 100 instructions and is required by Federal law. The applicable law is Section 709©, Title VII, Civil rights Act of 1964 and regulations issued by the Equal Opportunity Commission under that law are reprinted in Appendix (6). Under Section 710(b) of Title VII, the Commission may obtain an order from a United States District Court compelling a covered employer to file this report. Under Section 209 (a) of Executive Order 11246, the penalties for failure by a Federal contractor or subcontractor to comply may include termination of the Federal government contract and debarment from future Federal contracts.

It is the employer's responsibility to keep current on all EEO-1 filing requirements. All inquiries and requests for special procedures should be directed to: Office of Federal Contract Compliance Programs, Department of Labor, Federal Building/U.S. Court House, 701 C Street, Box 55, Anchorage, AK 99513. Blank reporting forms may be obtained from: The Joint Reporting committee, P.O. Box 2236, Norfolk, Virginia 23501 (804) 625-3734.

-EEO-1-

Page 1 of EEO-Certification

(CHECK APPLICABLE BLOCK) The BIDDER _____ or proposed SUBCONTRACTOR _____ hereby certifies:

1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES _____ NO _____

A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES _____ NO _____

2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES _____ NO _____

A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES _____ NO _____

Signature of Authorized Representative of Company

Date

Name of Company

Phone Number

Address of Company

Zip Code

PROJECT NAME - Public Works Storage Building 2015

This certificate (2 pages) needs to be included with the Bid Documents Part B or the Bid will be considered non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees to comply with OFCC Regulations 40 CFR 60.1.4 (1) through (7) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however that in the event the contractor

-OC1-

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Title)

(Date)

This form (2 pages) must be included with the Bid, Part B, or the Bid will be considered non-responsive.

V. Contract Documents

C O N T R A C T

This Contract, made and entered into by and between the City of Homer, Alaska, a Municipal Corporation, hereinafter called the "City" and

Hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City and of the covenants and agreements herein contained, hereby agrees at his own cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for City to the extent of the Bid made by the contractor, dated the _____ day of _____, 2015, all in full compliance with the Contract documents referred to herein as:

Public Works Equipment Storage Building 2015

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2011 City of Homer Standard Construction Specifications
- e) All Addenda, totaling ____
- f) The drawings which consist of 13 sheets entitled;

Public Works Equipment Storage Building 2015

Are hereby referred to and reference made a part of the Contract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Contract Documents, the city agrees to pay to the contractor the amounts specified bid in the Bid and to make such payments upon the Contractor's invoicing as approved by the City Engineer.

C O N T R A C T

CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects no later than November 1st, 2015

CONTRACT AMOUNT

In Numbers

In Words

LIQUIDATED DAMAGES:

Liquidated damages in the amount of \$250.00 per day will apply to the Contractor's unexcused delay in the Completion of Construction. The liquidated damage amount specified herein shall only apply to damages and expenses the Owner may incur as a result of a delay in placing the facility into use and operation exclusive of third party damages or claims. The liquidated damage amount shall not cover any damages or expenses the Owner may incur as a result of the Contractor's unexcused delay in completing any portion of the entire Project, which delay results in whole or in part in delay, disruption, hindrance, interference, damages or expenses to any third party. The Contractor shall remain liable for the full amount of any such delay damages or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the Contract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this _ day of _____, 2015.

CITY OF HOMER

By: _____

Title: Mary K. Koester, Homer City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer, hereinafter called "Owner," in the penal sum of _____ dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if it shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligations shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension f time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2015.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address – Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)

_____ a _____
(Corporation, Partnership, Individual)

hereinafter called "Principal" and _____
(Surety)

of _____, State of _____

hereinafter called the "Surety" are held and firmly bound unto the City of Homer,

hereinafter called "Owner," in the penal sum of _____

dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATIONS are such that Whereas, the Principal has or is about to enter into a certain contract with the Owner, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors and corporations furnishing material for, or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for material, lubricants, fuels, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void: otherwise to remain in full for and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect it obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2015.

ATTEST:

(Principal's Corporate Secretary)

(Principal)

Affix CORPORATE SEAL if applicable

(Address-Zip Code)

(Witness as to Principal)

(Address-Zip Code)

(Surety)

ATTEST:

By: _____
(Attorney-in-Fact)

(Surety) Secretary

(Address-Zip Code)

(Affix SURETY'S SEAL)

(Witness as to Surety)

(Address-Zip Code)

Notes:

If Principal is Partnership, all partners must execute bond. The Attorney-in-Fact, who executes this bond on behalf of the Surety, must attach a copy of his Power-of-Attorney as evidence of his authority.

VI. Project Schedule

Public Works Equipment Storage Building 2015

No Later Than

Bids Due.....until 2:00 PM, August 4th, 2015

Notice of intent to Award.....August 11th 2015

Pre-Construction meeting and Notice to Proceed.....August 17th 2015

Completed by.....November 1st 2015

VII. Special Provisions

SPECIAL PROVISIONS

General Conditions of the Contract

The General Provisions of this contract shall be those of the City of Homer Standard Construction Specifications, 2011 Edition, Section 10. (These provisions are available on the City's website).

Disadvantaged Business Requirement

The Contractor shall, to the extent possible, use small, minority, women-owned or disadvantaged business concerns.

Applicable Prevailing Wage Rates

Contractor is required to pay State of Alaska Department of Labor or Workforce Development Laborers' & Mechanics' Minimum Rates of Pay. Contractor is required to submit State of Alaska Department of Labor Certified Payrolls in accordance with the State Department of Labor requirements, including submittal of signed Statements of Compliance.

Questions regarding compliance with State Davis Bacon Wage requirements should be directed to:

Warren E. Petrasek
Wage and Hour Investigator
Wage and Hour Administration
Anchorage Regional Office
Telephone: 907-352-2558
Fax: 907-352-4182
Email: warren.petrasek@alaska.gov

Insurance Requirements

The Contractor shall provide the following types of insurance prior to starting work (see General Conditions - Article 6.18 – Insurance). All Insurance Certificates shall name "City of Homer, Alaska" as an additionally insured party.

1. <u>Worker's Compensation</u>	<u>Minimum Limits</u>
Employer's Liability and Workers' Compensation as required by Alaska State Workers' Compensation Statutes.	Statutory (no less than \$100K per occurrence)

U.S. Longshoremen & Harbor Workers' (USL&H).

2. Comprehensive General Liability Minimum Limits

Single Limit	\$1,000,000
Aggregate	\$2,000,000

- Bodily Injury & Property Damage Liability
- Premises Operations
- Blanket Contractual
- Broad Form Property Damage
- Personal Injury
- Independent Contractors

3. Comprehensive Automobile Liability Minimum Limits

Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles	\$1,000,000
---	-------------

Anti-Discrimination Requirements

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Violation and Breach of Contract

Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms or either party terminates for cause or convenience are contained in the General Conditions of the City of Homer Standard Construction Specifications 2011 which provide for such procedures, sanctions and penalties as may be appropriate. See Section 5.30, 5.31., 5.32, and 5.34 of the General Conditions and liquidated damages amount in Contract Document.

Compliance with Equal Employment Opportunity Provisions of Executive Order 11246

Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Access to Records

Contractor shall provide access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

Compliance with State and Federal Environmental Regulations

Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

City Provided Work/Services

The City will accomplish the following work items:

1. Provide reasonable access to the work site.
2. Provide for the installation of the screw-in helical anchor foundation.
3. Be responsible for the cost of utility service connection fees.
4. Acquire all necessary local, state and federal permits.
5. Provide a reasonable laydown/staging area immediately adjacent to the work site.

Contractor Provided Materials/Work

The Contractor is responsible for providing all materials, equipment and labor required to complete the work as specified herein, as shown on the plans, and as directed by the Engineer except for the those items provided by the City.

Coordination of Work with Ongoing Activities

Contractor shall coordinate with the Engineer to minimize conflict with operations within the Public works complex. Public Works will adjust operations during construction activities to minimize potential conflicts, but the Contractor should anticipate some potentially conflicting maintenance operation activities. The Contractor shall be responsible for communicating with on-site maintenance personnel to coordinate their construction activities with ongoing Public Works access to adjacent material storage areas.

VIII. Technical Specifications

(See the plan set for Technical Specifications)

IX. Appendices

Local Bidder Preference

A local bidder preference shall be incorporated into the award of this contract based on the following criteria:

- A Bidder who maintains and operates a business within the boundaries of the City of Homer shall be considered the lower Bidder where its offer is:
 1. Not more than five percent (5%) higher than the lowest non-local bid up to five hundred thousand dollars (\$0 - \$500,000) or;
 2. Not more than five percent (5%) higher than the lowest non-local bid on the first five hundred thousand dollars (\$500,000) and two and ½ percent (2.5%) higher than the lowest non-local bid on an amount greater than five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000). There will be no additional local bidder preference percentage for bid amounts exceeding one million dollars (\$1,000,000).
- A Bidder shall be deemed a Local Bidder who:
 1. Holds a current Alaska Business License to provide the services requested by this contract; and
 2. Submits a bid under the name appearing on the firm's current Alaska Business License; and
 3. Has maintained a place of business within the boundaries of the City of Homer for a period of at least six (6) months immediately preceding the date of the Bid and intends to permanently maintain such place of business in the future; and
 4. Is not delinquent in the payment of any taxes, charges, or assessments owed to the City of Homer on account of that business.

The City Manager may require such documentation or verification by the person or firm claiming to be a local bidder as deemed necessary to establish the qualifications stated in this section.

X. Submittals

(Due within two (2) days after bid)

CONTRACTOR'S QUESTIONNAIRE
NOTICE TO CONTRACTORS

Prior to Award, this questionnaire shall be completely filled out for the project upon which a bid is submitted.

A. FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources? _____

2. Have you made sufficient arrangements to finance the work? _____
If so, with whom and for what amount? _____

If so, with what company? _____

B. EQUIPMENT

1. Set forth below the equipment which you have available for the work which you propose to do. This equipment should be listed in detail (General statements will not be accepted).

<u>NO.</u>	<u>ITEMS</u>	<u>TYPE</u>	<u>SIZE/CAPACITY</u>	<u>PRESENT VALUE</u>

2. Do you thoroughly understand that in case the contract is awarded to you, you may be required to use any or all of the equipment listed on the work covered by this contract?

3. Do you propose to purchase any equipment for use on this project should contract be awarded to you? If so, state type, quantity and approximate cost.

4. Do you propose to rent any equipment for this work? _____
If so, state type, quantity, and reason for renting. _____

5. Have you made contracts or received firm offers for all necessary materials with the prices used in preparing your proposal? _____

6. Do you intend to plan to subcontract any of the work? _____
If so, what types or portions of the work. _____

Approximate value \$ _____ Percent of total bid _____

C. EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years of experience in construction work has your organization had:

a) as a General Contractor _____.

b) as a Subcontractor _____.

3. List previous contracts you have completed of a similar nature to this proposed contract:

a) _____

b) _____

c) _____

d) _____

e) _____

4. List projects which you currently have under contract or expect to have under contract during the life of this contract:

a) _____

b) _____

c) _____

Use additional sheets as necessary.

5. List your staff you plan to use on this project and the position they will fill for this project (include managerial and clerical personnel that will provide support services).

STAFF MEMBER

POSITION

Signature: _____

Title: _____

JOINT VENTURE

1. Joint Venture Agreement
2. A statement signed by authorized person of each party to the joint venture.
3. Each party to the joint venture shall comply with the requirements for corporations, partnerships or individuals, as applicable.

PARTNERSHIP

1. Partnership Agreement
2. Statement signed by all partners granting authority to the partner signing the Bid.

CORPORATIONS

1. Articles of Incorporation – most recent.
2. By-Laws – most recent.
3. Resolution of the Board of Directors granting the authority to the officer signing on behalf of the corporation.

XI. State of Alaska Labor Rates

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2015
Issue 30

**Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600**



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

April 1, 2015

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2015.

All projects with a final bid date of April 11, 2015, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a public construction contract or for 24 calendar months, whichever is shorter. **The 24 months period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,


Heidi Drygas
Commissioner

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Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

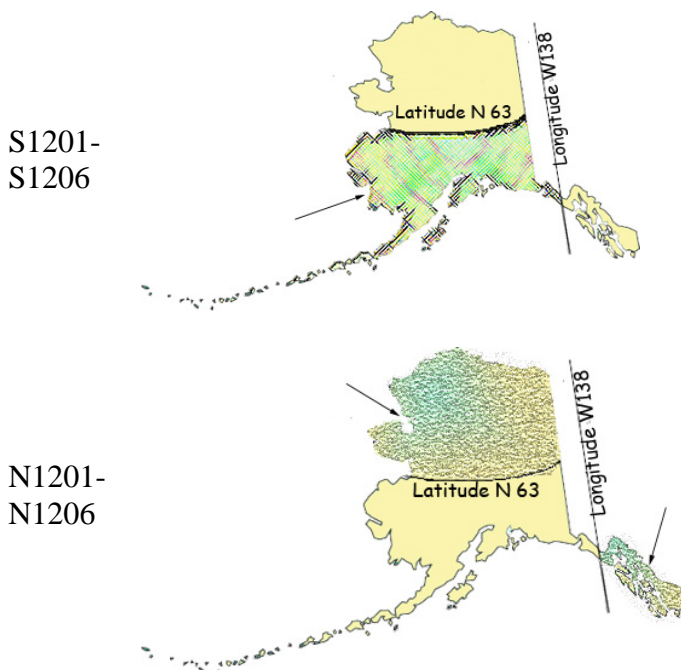
Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

APPRENTICE HIRING REQUIREMENTS

On July 24, 2005, Administrative Order No. 226 established a 15 percent goal for hiring apprentices in certain job categories on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities that exceed \$2.5 million. This Order will apply to all projects in the referenced categories that are advertised after September 1, 2005. On these projects, the hours worked by apprentices will be compared to the hours worked by journeyman level workers to determine if the 15 percent goal has been met. This on-the-job training goal is critical to ensure that the Alaska work force is prepared for the future. For additional details, contact the nearest Wage and Hour office at the address listed on Page xi of this publication. Administrative Order No. 226 may be viewed in its entirety on the Internet at <http://www.gov.state.ak.us/admin-orders/226.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

EMPLOYMENT PREFERENCE INFORMATION
(EFFECTIVE August 16, 2013)

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the 15 boroughs and census areas listed below to be Zones of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. This hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor.

For additional information about the Alaska resident hire requirements, contact the nearest Wage and Hour Office in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886 or in Juneau at (907) 465-4248.

The following classifications qualify for a minimum of 90 percent Alaska resident hire preference:

Aleutians East Borough: Plumbers and Pipefitters

Aleutians West Borough: Painters

Bethel Census Area: Culinary Workers, Foremen and Supervisors, Mechanics, Painters, Surveyors, Tug Boat Workers

Denali Borough: Carpenters

Dillingham Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Truck Drivers, Tug Boat Workers

Hoonah-Angoon Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Painters, Truck Drivers

Nome Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Northwest Arctic Borough: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Petersburg Borough: Culinary Workers, Engineers and Architects, Foremen and Supervisors, Laborers

Prince of Wales-Hyder Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Welders

Skagway: None

Southeast Fairbanks Census Area: Carpenters, Culinary Workers, Equipment Operators, Laborers, Painters, Truck Drivers

Wade Hampton Census Area: Carpenters, Electricians, Engineers and Architects, Mechanics, Roofers

Yakutat: None

Yukon-Koyukuk Census Area: Culinary Workers, Electricians, Foremen and Supervisors, Painters, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

This determination is effective August 16, 2013, and remains in effect until June 30, 2015.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaskan resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an intensive search for qualified Alaskan workers. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four carpenter workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident carpenters required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

Bengal Groups, LLC
Mohammed Ali, Individual
Fry’s Services, LLC
John Paul Freie, Individual

November 3, 2017
November 3, 2017
November 16, 2017
November 16, 2017

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

A0101	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	39.03	9.53	8.50	0.55	L&M 0.15	0.37	58.13
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	39.03	9.53	8.50	0.55	L&M 0.15	0.37	58.13
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Cleaner (PCC)

A0203	Marble & Tile Finisher	33.27	9.53	8.50	0.55	L&M 0.15	0.37	52.37
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Terrazzo Finisher

A0204	Torginal Applicator	37.14	9.53	8.50	0.55	L&M 0.15	0.37	56.24
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	37.34	9.78	12.86	0.70	L&M 0.10	SAF 0.15	60.93
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	36.69	7.24	11.80	1.18	L&M 0.10		57.01
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Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401 Group I, including:	36.69	7.24	11.80	1.18	L&M 0.10	57.01
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- Concrete Paving
- Curb & Gutter, Sidewalk
- Curing of All Concrete
- Grouting & Caulking of Tilt-Up Panels
- Grouting of All Plates
- Patching Concrete
- Screed Pin Setter
- Spackling/Skim Coating

N0402 Group II, including:	36.69	7.24	11.80	1.18	L&M 0.10	57.01
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- Form Setter

N0403 Group III, including:	36.69	7.24	11.80	1.18	L&M 0.10	57.01
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- Concrete Saw (self-powered)
- Curb & Gutter Machine
- Floor Grinder
- Pneumatic Power Tools
- Power Chipping & Bushing
- Sand Blasting Architectural Finish
- Screed & Rodding Machine Operator
- Troweling Machine Operator

N0404 Group IV, including:	36.69	7.24	11.80	1.18	L&M 0.10	57.01
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- Application of All Composition Mastic
- Application of All Epoxy Material
- Application of All Plastic Material
- Finish Colored Concrete
- Gunite Nozzleman
- Hand Powered Grinder
- Tunnel Worker

N0405 Group V, including:	36.94	7.24	11.80	1.18	L&M 0.10	57.26
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- Plasterer

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401 Group I, including:	36.44	7.24	11.80	1.18	L&M 0.10	56.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S0401	Group I, including:	36.44	7.24	11.80	1.18	0.10	56.76
	Application of Sealing Compound						
	Application of Underlayment						
	Building, General						
	Cement Mason (journeyman)						
	Concrete						
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
S0402	Group II, including:	36.44	7.24	11.80	1.18	0.10	56.76
	Form Setter						
S0403	Group III, including:	36.44	7.24	11.80	1.18	0.10	56.76
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
S0404	Group IV, including:	36.44	7.24	11.80	1.18	0.10	56.76
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
S0405	Group V, including:	36.69	7.24	11.80	1.18	0.10	57.01
	Plasterer						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Culinary Workers * See note on last page

A0501	Baker/Cook	25.17	5.92	5.73		LEG 0.05	36.87
A0503	General Helper	22.12	5.92	5.73		LEG 0.05	33.82
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	25.72	5.92	5.73		LEG 0.05	37.42
A0505	Head Housekeeper	22.54	5.92	5.73		LEG 0.05	34.24
	Head Kitchen Help						

Dredgemen
**See note on last page if remote site

A0601	Assistant Engineer, including:	39.26	9.60	10.50	1.00	L&M 0.10	60.46
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.60	10.50	1.00	L&M 0.10	59.30
A0603	Fireman	38.54	9.60	10.50	1.00	L&M 0.10	59.74
A0605	Leverman Clamshell	41.79	9.60	10.50	1.00	L&M 0.10	62.99
A0606	Leverman Hydraulic	40.03	9.60	10.50	1.00	L&M 0.10	61.23
A0607	Mate & Boatman	39.26	9.60	10.50	1.00	L&M 0.10	60.46
A0608	Oiler (dredge)	38.54	9.60	10.50	1.00	L&M 0.10	59.74

Electricians

A0701	Inside Cable Splicer	39.82	11.61	12.59	0.95	L&M 0.20	LEG 0.15	65.32
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Electricians

A0702	Inside Journeyman Wireman, including: Technicians	39.49	11.61	12.83	0.95	L&M	LEG	65.23
A0703	Power Cable Splicer	52.27	11.61	17.34	0.95	0.20	0.15	82.52
A0704	Tele Com Cable Splicer	47.45	11.61	15.02	0.95	L&M	LEG	75.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	11.61	17.29	0.95	L&M	LEG	80.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	11.61	14.97	0.95	L&M	LEG	73.58
A0707	Straight Line Installer - Repairman	45.70	11.61	14.97	0.95	L&M	LEG	73.58
A0708	Powderman	48.52	11.61	17.23	0.95	L&M	LEG	78.66
A0710	Material Handler	26.18	11.11	4.54	0.15	L&M	LEG	42.28
A0712	Tree Trimmer Groundman	26.67	11.61	10.55	0.15	L&M	LEG	49.28
A0713	Journeyman Tree Trimmer	35.34	11.61	10.81	0.15	L&M	LEG	58.21
A0714	Vegetation Control Sprayer	38.79	11.61	10.91	0.15	L&M	LEG	61.76
A0715	Inside Journeyman Communications CO/PBX	38.07	11.61	12.54	0.95	L&M	LEG	63.52

Elevator Workers

A0802	Elevator Constructor	35.94	13.58	14.21	0.60	L&M	VAC	67.90
A0803	Elevator Constructor Mechanic	51.34	13.58	14.21	0.60	L&M	VAC	85.73

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0903	Asbestos Abatement/General Demolition All Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0904	Insulator, Group II	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0905	Fire Stop	36.18	8.84	9.51	0.60	SAF	0.12	55.25

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	7.58	18.00	0.97	L&M	IAF	0.46	0.10	63.36
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
A1102	Helicopter	37.25	7.58	18.00	0.97	L&M	IAF	0.46	0.10	64.36
	Tower (energy producing windmill type towers to include nacelle and blades)									
A1103	Fence/Barrier Installer	32.75	7.58	17.75	0.97	L&M	IAF	0.46	0.10	59.61
	Guard Rail Installer									
A1104	Guard Rail Layout Man	33.49	7.58	17.75	0.97	L&M	IAF	0.46	0.10	60.35

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

N1201	Group I, including:	29.79	7.53	15.95	1.20	L&M	LEG	0.20	0.15	54.82
	Asphalt Worker (shovelman, plant crew)									

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Scaffold Building & Erecting						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						

					L&M	LEG	
N1203	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15 56.72
	Bit Grinder						
	Camera/Tool/Video Operator						
	Guardrail Machine Operator						
	High Rigger & Tree Topper						
	High Scaler						
	Multiplate						
	Plastic Welding						
	Slurry Seal Squeegee Man						
	Traffic Control Supervisor						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

N1203 Group III, including:	31.69	7.53	15.95	1.20	L&M	LEG	56.72
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Welding Certified (in connection with laborer's work)

N1204 Group IIIA	34.97	7.53	15.95	1.20	L&M	LEG	60.00
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Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
 Licensed Powderman
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayers
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

N1205 Group IV	19.36	7.53	15.95	1.20	L&M	LEG	44.39
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Final Building Cleanup
 Permanent Yard Worker

N1206 Group IIIB	35.80	7.53	15.95	1.20	L&M	LEG	60.83
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Federally Licensed Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

S1201 Group I, including:	29.79	7.53	15.95	1.20	L&M	LEG	54.82
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Asphalt Worker (shovelman, plant crew)
 Brush Cutter
 Camp Maintenance Laborer
 Carpenter Tender or Helper
 Choke Setter, Hook Tender, Rigger, Signalman
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						
S1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15	55.82

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15	56.72

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	34.97	7.53	15.95	1.20	0.20	0.15	60.00

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1205	Group IV	19.36	7.53	15.95	1.20	0.20	0.15	44.39
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
S1206	Group IIIB	35.80	7.53	15.95	1.20	0.20	0.15	60.83
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Millwrights

						L&M		
A1251	Millwright (journeyman)	35.74	9.78	10.51	1.00	0.25	0.15	57.43

						L&M		
A1252	Millwright Welder	36.33	9.78	10.51	1.00	0.25	0.15	58.02

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	30.96	7.69	11.10	0.83	0.07		50.65
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							

						L&M		
N1302	Group II, including:	31.48	7.69	11.10	0.83	0.07		51.17
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M	
N1302	Group II, including:	31.48	7.69	11.10	0.83	0.07	51.17
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	37.52	7.69	11.16	0.85	0.05	57.27
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.65	7.69	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S1301	Group I, including :	29.20	7.69	10.85	0.83	0.07	48.64
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	30.45	7.69	10.85	0.83	0.07	49.89
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	30.55	7.69	10.85	0.83	0.07	49.99
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S1304	Group IV, including:	37.52	7.69	10.41	0.88	0.07	56.57
	Glazier						
	Storefront/Automatic Door Mechanic						

						L&M	
S1305	Group V, including:	29.65	7.69	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Piledrivers

**See note on last page if remote site

						L&M	IAF	
A1401	Piledriver	37.34	9.78	12.86	0.70	0.10	0.15	60.93
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							

						L&M	IAF	
A1402	Piledriver-Welder/Toxic Worker	38.34	9.78	12.86	0.70	0.10	0.15	61.93

						L&M	IAF	
A1403	Remotely Operated Vehicle Pilot/Technician	41.65	9.78	12.86	0.70	0.10	0.15	65.24
	Single Atmosphere Suit, Bell or Submersible Pilot							

						L&M	IAF	
A1404	Diver (working) ***See note on last page	81.45	9.78	12.86	0.70	0.10	0.15	105.04

						L&M	IAF	
A1405	Diver (standby) ***See note on last page	41.65	9.78	12.86	0.70	0.10	0.15	65.24

						L&M	IAF	
A1406	Dive Tender ***See note on last page	40.65	9.78	12.86	0.70	0.10	0.15	64.24

						L&M	IAF	
A1407	Welder (American Welding Society, Certified Welding Inspector)	42.90	9.78	12.86	0.70	0.10	0.15	66.49

Plumbers, Region I (North of N63 latitude)

						L&M	S&L	
N1501	Journeyman Pipefitter	40.96	7.40	12.70	1.10	1.10		63.26
	Plumber							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.96	7.40	12.70	1.10	L&M	S&L	63.26
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	39.21	8.67	10.82	1.50	L&M		60.40
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Plumber

Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	37.27	12.47	11.25	2.50	L&M		63.73
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Plumber

Welder

Power Equipment Operators
 **See note on last page if remote site

A1601	Group I, including:	40.03	9.60	10.50	1.00	L&M		61.23
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)
- Drag Scraper, Yarder, and similar types

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1601	Group I, including:	40.03	9.60	10.50	1.00	0.10	61.23
	Drilling Machines, Core, Cable, Rotary and Exploration						
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
	Helicopters						
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
	Hydro Ax, Feller Buncher & similar						
	Licensed Line & Grade						
	Loaders (2 1/2 yards through 5 yards, including all attachments):						
	(a) Forklifts (with telescopic boom & swing attachment)						
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
	(c) Loaders, (with forks or pipe clamp)						
	(d) Loaders, (elevating belt type, Euclid & similar types)						
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
	Micro Tunneling Machine						
	Mixers: Mobile type with hoist combination						
	Motor Patrol Grader						
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
	Operator on Dredges						
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
	Plant Operator (Asphalt & Concrete)						
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Remote Controlled Equipment						
	Scraper (through 40 yards)						
	Service Oiler/Service Engineer						
	Shot Blast Machine						
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
	Sideboom (under 45 tons)						
	Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine						
	Sub Grader (Gurries, Reclaimer & similar types)						
	Tack Tractor						
	Truck Mounted Concrete Pump, Conveyor & Creter						
	Unlicensed Off-Road Hauler						
	Wate Kote Machine						

						L&M	
A1602	Group IA, including:	41.79	9.60	10.50	1.00	0.10	62.99

Camera/Tool/Video Operator (Slipline)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	41.79	9.60	10.50	1.00	L&M		0.10	62.99
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- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
 - (a) Clamshells & Draglines (over 3 yards)
 - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

A1603 Group II, including:	39.26	9.60	10.50	1.00	L&M		0.10	60.46
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Loaders (i.e., Elevating Grader & Material Transfer Vehicle)
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.54	9.60	10.50	1.00	L&M		0.10	59.74
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter
- Compressor

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.54	9.60	10.50	1.00	0.10	59.74
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Grade Checker & Stake Hopper						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Athey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Straightening Machine						
	Tow Tractor						

						L&M	
A1605	Group IV, including:	32.33	9.60	10.50	1.00	0.10	53.53
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Roofer & Waterproofer	42.95	7.43	2.91	0.81	0.10	0.02 54.22
A1702	Roofer Material Handler	30.07	7.43	2.91	0.81	0.10	0.02 41.34

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	45.68	8.80	10.34	1.32	0.25	66.39

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

						L&M	
S1801	Sheet Metal Journeyman	40.49	8.80	11.42	1.18	0.33	62.22

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	40.49	8.80	11.42	1.18	L&M 0.33	62.22
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	43.75	8.52	13.20	0.45	L&M 0.25	66.17
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.31	8.78	9.99	1.25	L&M 0.10	62.43
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A2002	Party Chief	40.72	8.78	9.99	1.25	L&M 0.10	60.84
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A2003	Line & Grade Technician/Office Technician	40.12	8.78	9.99	1.25	L&M 0.10	60.24
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.00	8.78	9.99	1.25	L&M 0.10	58.12
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A2005	Stake Hop/Grademan	35.07	8.78	9.99	1.25	L&M 0.10	55.19
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A2006	Chain Person (for crews with more than 2 people)	33.66	8.78	9.99	1.25	L&M 0.10	53.78
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.09	8.78	9.99	1.25	L&M 0.10	59.21
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

						L&M	
A2101	Group I, including:	39.09	8.78	9.99	1.25	0.10	59.21

- Material Coordinator and Purchasing Agent
- Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)
- Semi with Double Box Mixer
- Tireman, Heavy Duty/Fueler
- Water Wagon (250 Bbls and above)

						L&M	
A2102	Group 1A including:	40.36	8.78	9.99	1.25	0.10	60.48

- Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)
- Jeeps (driver under load)

						L&M	
A2103	Group II, including:	37.83	8.78	9.99	1.25	0.10	57.95

- All Deltas, Commanders, Rollagons, & similar equipment
- Boom Truck/Knuckle Truck (over 5 tons)
- Construction and Material Safety Technician
- Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)
- Lowboys (including attached trailers & jeeps up to & including 8 axles)
- Mechanics
- Partsman
- Ready-mix (over 7 yards up to & including 12 yards)
- Stringing Truck
- Super Vac Truck/Cacasco Truck/Heat Stress Truck
- Turn-O-Wagon or DW-10 (not self loading)

						L&M	
A2104	Group III, including:	37.01	8.78	9.99	1.25	0.10	57.13

- Batch Trucks (8 yards & up)
- Boom Truck/Knuckle Truck (up to & including 5 tons)
- Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards
- Expeditor (electrical & pipefitting materials)
- Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)
- Greaser - Shop
- Oil Distributor Driver
- Thermal Plastic Layout Technician
- Traffic Control Technician

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.01	8.78	9.99	1.25	0.10	L&M	57.13
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.43	8.78	9.99	1.25	0.10	L&M	56.55
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	35.67	8.78	9.99	1.25	0.10	L&M	55.79
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	35.67	8.78	9.99	1.25	0.10	55.79
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 **See note on last page if remote site

						L&M	LEG
N2201	Group I, including:	32.77	7.53	15.95	1.20	0.20	0.15 57.80
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	33.87	7.53	15.95	1.20	0.20	0.15 58.90
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	34.86	7.53	15.95	1.20	0.20	0.15 59.89
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N2204	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	63.50
	Asphalt Raker, Asphalt Belly Dump Lay Down						
	Drill Doctor (in the field)						
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)						
	Licensed Powderman						
	Pioneer Drilling & Drilling Off Tugger (all type drills)						
	Pipelayer						
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)						

					L&M	LEG	
N2206	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	64.41
	Federally Licensed Powderman (Responsible Person in Charge)						
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)						

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S2201	Group I, including:	32.77	7.53	15.95	1.20	0.20	57.80
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

					L&M	LEG	
S2202	Group II, including:	33.87	7.53	15.95	1.20	0.20	58.90
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

					L&M	LEG	
S2203	Group III, including:	34.86	7.53	15.95	1.20	0.20	59.89
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	0.15	63.50
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	0.15	64.41
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators

**See note on last page if remote site

						L&M		
A2207	Group I	44.03	9.60	10.50	1.00	0.10		65.23
A2208	Group IA	45.97	9.60	10.50	1.00	0.10		67.17
A2209	Group II	43.19	9.60	10.50	1.00	0.10		64.39
A2210	Group III	42.39	9.60	10.50	1.00	0.10		63.59
A2211	Group IV	35.56	9.60	10.50	1.00	0.10		56.76

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

**STATE OF ALASKA
DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT
ALASKA EMPLOYMENT PREFERENCE INFORMATION**

By authority of A.S. 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the State of Alaska to be a Zone of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. **This 90 percent Alaska resident hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor in each of the following classifications:**

Boilermakers	Electricians	Laborers	Roofers
Bricklayers	Engineers and Architects	Mechanics	Sheet Metal Workers
Carpenters	Equipment Operators	Millwrights	Surveyors
Cement Masons	Foremen & Supervisors	Painters	Truck Drivers
Culinary Workers	Insulation Workers	Piledriving Occupations	Tug Boat Workers
	Ironworkers	Plumbers & Pipefitters	Welders

This determination became effective July 1, 2015, and remains in effect through June 30, 2017. This determination will be applied to projects with a bid submission deadline on or after July 1, 2015 and to projects previously covered by the 2013 Alaska employment preference determination. This will afford contractors an opportunity to consider the impacts of Alaska resident hire in their bids.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent calculation is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the total number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed in that classification.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaska resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an adequate search for qualified Alaskan workers. Qualified Alaska residents identified through the search must be hired before waivers for non-resident workers may be granted. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four boilermaker workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident boilermakers required to be in compliance in that particular classification for that week.

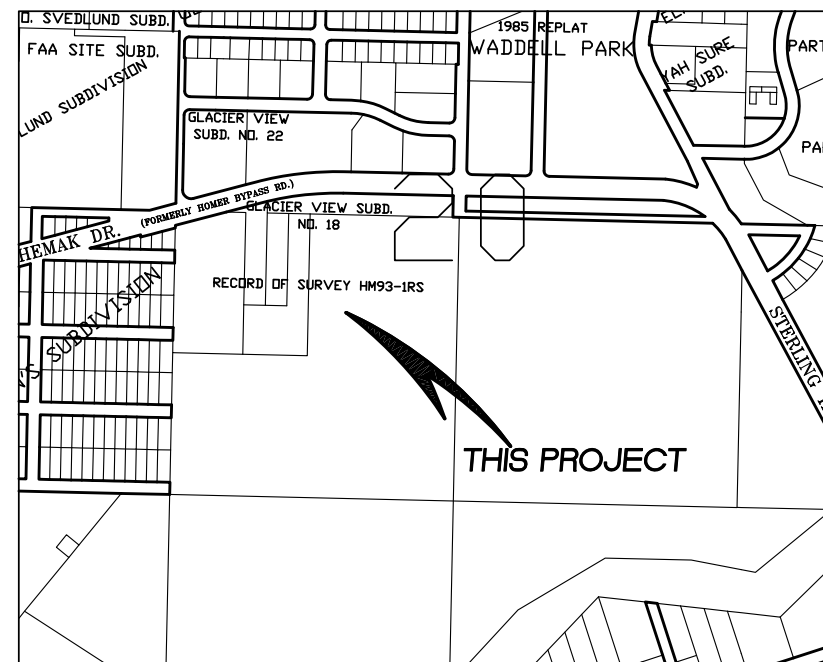
The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

Contractors are responsible for determining residency status. If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

CITY OF HOMER PUBLIC WORKS EQUIPMENT STORAGE BUILDING

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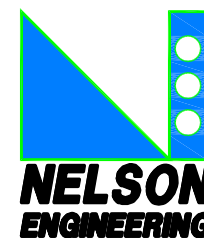


VICINITY MAP

GENERAL NOTES

- 1.) LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. ACTUAL DEPTH, NUMBER AND LOCATION UNKNOWN. BURIED UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION AND IDENTIFYING ALL UTILITIES. CALL FOR LOCATES PRIOR TO EXCAVATION.
- 2.) THE FOLLOWING ALASKA STATUTES APPLY TO WORK NEAR OVERHEAD ELECTRIC LINES:
 - AS 18.60.670 (1)
PLACEMENT OF AN TYPE OF TOOL, EQUIPMENT, MACHINERY OR MATERIAL THAT IS CAPABLE OF LATERAL, VERTICAL OR SWINGING MOTION, WITHIN 10' OF ENERGIZED LINES IN NOT ALLOWED.
 - AS 18.60.670 (2)
MINIMUM 10' CLEARANCE FROM BUILDINGS, APPARATUS, MACHINERY, MATERIALS, ETC.
 - AS 18.60.680
ANY WORK WITHIN MINIMUM DISTANCE STATED ABOVE SHALL REQUIRE CONTACT WITH HEA TO INSTALL TEMPORARY MECHANICAL BARRIERS, TEMPORARY DE-ENERGIZATION AND GROUNDING, OR TEMPORARY RAISING OF CONDUCTORS.
- 3.) ALL WORK SHALL CONFORM TO CITY OF HOMER STANDARD SPECIFICATIONS.

2009 IBC CODE DATA	
OCCUPANCY GROUP	S-2
CONSTRUCTION TYPE	V-B
ALLOWABLE AREA	1 STORY - 13,500SF
ACTUAL AREA	1 STORY - 2400SF
OCCUPANT LOAD	5
EXITING	1 EXIT REQUIRED*
LEGAL DESCRIPTION: KENAI PENINSULA BOROUGH PARCEL # 17714016	
*NOTE: ALL BAYS ARE OPEN ON ONE SIDE	



NELSON ENGINEERING PC
 CONSULTING ENGINEERS—STRUCTURAL/CIVIL
 155 BIDARKA ST
 KENAI, ALASKA 99611
 (907) 283-3583

GENERAL

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO REQUIREMENTS OF THE INTERNATIONAL CODE COUNCIL INTERNATIONAL BUILDING CODE (IBC) 2009 EDITION. WHERE EXPLICIT DETAILS ARE NOT SHOWN OR DESCRIBED, THE MINIMUM REQUIREMENTS OF THE ABOVE CODE SHALL APPLY. UNLESS OTHERWISE NOTED, ALL CODES, STANDARDS AND OTHER PUBLICATIONS CITED SHALL REFER TO THE LATEST EDITION.

LOCATION

PROJECT IS LOCATED IN HOMER, ALASKA

DESIGN LOADS

IN ADDITION TO DEAD LOADS, THE FOLLOWING LIVE LOADS WERE USED FOR DESIGN:

ROOF: 50 P.S.F. (SNOW-2 MONTH DURATION) PLUS DRIFTING WIND: 120 MPH, EXPOSURE D
SEISMIC: Ss=1.5, S1=0.5, SITE CLASS D.

LATERAL LOADS ARE RESISTED BY WOOD SHEAR WALLS AND DIAPHRAGMS.

SITE WORK

PREPARATION OF A SAFE AND SUITABLE BUILDING SITE SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FOUNDATIONS AND SLABS. NO SITE INVESTIGATION OR SOILS BORINGS WERE PERFORMED BY THE ENGINEER. THE FOUNDATION DESIGN IS BASED ON THE ASSUMPTION THAT SOILS BENEATH THE FOUNDATION ARE WELL DRAINED NON FROST SUSCEPTIBLE SAND OR GRAVEL WITH LOAD CAPACITIES IN ACCORDANCE WITH IBC TABLE 1804.2 ALLOWABLE BEARING CAPACITY OF 2000 PSF WAS USED FOR DESIGN.

SITE PREP FOR FOUNDATIONS

BUILDING WILL BE CONSTRUCTED ON AN EXISTING GRAVEL FILL PAD. GRADE PAD SMOOTH AND TO DRAIN AWAY FROM BUILDING INTERIOR PRIOR TO PLACING HELICAL PILE FOUNDATIONS.

HELICAL PILE FOUNDATIONS

- A.1 BEARING PILE PERFORMANCE REQUIREMENTS:**
1. DRIVE PILES TO MINIMUM DEPTHS INDICATED.
 2. MINIMUM ULTIMATE PILE BEARING CAPACITY: 30,000 POUNDS;
 3. MINIMUM ALLOWABLE PILE BEARING CAPACITY: 15,000 POUNDS
 4. MINIMUM ALLOWABLE PILE TENSION CAPACITY: 15,000 LBS, INCLUDING COUPLINGS.
- A.2 WIND PILE PERFORMANCE REQUIREMENTS:**
1. DRIVE PILES TO MINIMUM DEPTHS INDICATED.
 2. MINIMUM ULTIMATE PILE BEARING CAPACITY: 5,000 POUNDS;
 3. MINIMUM ALLOWABLE PILE BEARING CAPACITY: 2,500 POUNDS
 4. MINIMUM ALLOWABLE PILE TENSION CAPACITY: 2,500 LBS, INCLUDING COUPLINGS.
- B. PROVIDE PILE DRIVING RECORDS INCLUDING:**
1. SIZE, LENGTH, AND LOCATIONS OF PILES.
 2. SEQUENCE OF DRIVING.
 3. INSTALLATION TORQUE REQUIRED AND TORQUE CORRELATION FACTOR (Kt) FOR THE PILE.
 4. IDENTIFY DRIVING CONDITIONS FOR EACH PILE INCLUDING OBSTRUCTIONS OR OTHER ANOMALIES.
 5. FINAL PILE TIP AND TOP ELEVATIONS
- C. PROVIDE STEEL MILL CERTIFICATIONS FOR COMPLIANCE, AND TEST RESULTS.**
- D. PILES AND PILE CAP MATERIAL:**
1. TECHNO METAL POST- P3 HELICAL PILE WITH 3/4" SCHEDULE 40 PIPE SHAFT AND 1/2" THICK PLATE. HELIX SHALL BE AS REQUIRED TO ACHIEVE SPECIFIED LOAD CAPACITY. ALL HELICAL PIERS SHALL BE PROVIDED WITH A 8" LONG X .10" THICK POLYETHYLENE FROST PROTECTION SLEEVE. PROVIDE SUBMITTAL TO ENGINEER FOR APPROVAL PRIOR TO SUBSTITUTION.
 2. LEAD AND EXTENSION SHAFT SHALL BE ASTM A 500 GRADE C PIPE, 46 KSI MINIMUM YIELD. LEAD AND EXTENSION SHAFTS SHALL BE FURNISHED IN 7' OR 10'-6" LENGTHS. EXTENSION SHAFT SHALL BE CONNECTED TO LEAD SHAFT WITH 4" OD X 226" WALL X 3 1/2" LONG WELDED OR BOLTED COUPLER. COUPLERS SHALL BE FASTENED WITH 1/2" CONTINUOUS FILLET WELD AT TOP AND BOTTOM OF COUPLER OR WITH (2) 3/8" DIA MACHINE BOLTS AND NUTS.
 3. HELICAL PLATE: THICK ASTM A36 HOT ROLLED STEEL PLATE.
 4. SUPPORTING PLATE: ASTM A36 HOT ROLLED STEEL PLATE.
 5. HOT DIPPED GALVANIZED AFTER FABRICATION: PER ASTM A-153.
 6. WELDING: AMERICAN WELDING SOCIETY D1.1 E70 ELECTRODES. CSA STANDARD W47.1. COAT FIELD WELDS WITH BRUSH APPLIED ZINC RICH PAINT.
 7. FASTENERS: ALL BOLTS SHALL BE ASTM A 325, HOT DIPPED GALVANIZED.
- G. TOLERANCES:**
1. VARIATION FROM VERTICAL: 1 IN 200.
 2. TOP CUT OFF ELEVATION: MAXIMUM 0.125 INCH.
 3. HORIZONTAL LOCATION: MAXIMUM 1.0 INCH.
- I. UNACCEPTABLE PILES:**
1. PILES THAT FAIL TESTS, ARE PLACED OUT OF POSITION, BELOW CUTOFF ELEVATION, DAMAGED, OR THAT DO NOT MEET THE MINIMUM BEARING CAPACITY REQUIREMENT.
 2. PROVIDE ADDITIONAL PILES OR REPLACE PILES TO CONFORM TO SPECIFIED REQUIREMENTS.

SAWN LUMBER AND TIMBER

LUMBER SHALL CONFORM TO THE CLASSIFICATION, DEFINITION, AND GRADING REQUIREMENTS OF IBC CHAPTER 23 WITH ALLOWABLE UNIT STRESSES AS GIVEN IN THE AMERICAN FOREST & PAPER ASSOCIATION 'NATIONAL DESIGN SPECIFICATION 2001 SUPPLEMENT', TABLE 4A. LUMBER SHALL BE GRADE MARKED BY THE WEST COAST LUMBER INSPECTION BUREAU /WESTERN WOOD PRODUCTS ASSOCIATION.

ITEM	SPECIES
4 X AND LARGER	DOUGLAS FIR #2 EXCEPT WHERE DF#1 NOTED ON DRAWINGS
WALL GIRTS	HEM FIR #2
ALL OTHER LUMBER	HEM FIR #2

ALL LUMBER SHALL BE FASTENED IN CONFORMANCE WITH TABLE 2304.9.1 OF THE IBC, UNLESS NOTED OTHERWISE. FASTENERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. FASTEN ALL JOIST BLOCKING TO PLATES WITH (4) 16D MINIMUM AND FASTEN ALL WALL PLATES TO WOOD FLOORS WITH 16D AT 6" ON CENTER TYPICAL. DOUBLE TOP PLATES SHALL OVERLAP 10' - 0" MINIMUM AND SHALL BE SPLICED TOGETHER WITH 16D NAILS AT 6" ON CENTER MINIMUM UNLESS NOTED OTHERWISE.

PROVIDE JOIST/BEAM HANGERS WITH LOAD CAPACITY EQUAL TO SUPPORTED MEMBER SHEAR LOAD CAPACITY FOR ALL MEMBERS NOT OTHERWISE PROVIDED WITH DIRECT BEARING SUPPORT. PROVIDE A MINIMUM OF (2) KING STUDS AND (2) CRIPPLE STUDS FOR ALL BEARING WALL HEADERS. PROVIDE A MINIMUM OF (1) KING STUD AND (1) CRIPPLE STUD AT NON-BEARING WALL HEADERS. PROVIDE SOLID BLOCKING SUPPORT FOR BEAMS AND HEADERS CONTINUOUS DOWN TO FOUNDATIONS. MINIMUM HEADER OVER OPENINGS IN BEARING WALLS SHALL BE 4X12 DF#1 UNLESS NOTED OTHERWISE. MINIMUM HEADER IN NON-BEARING INTERIOR PARTITION WALLS SHALL BE A SINGLE 2X8.

BOLT HEADS AND NUTS BEARING AGAINST WOOD TO BE PROVIDED WITH FLAT WASHERS. SOLID BLOCKING OF NOT LESS THAN 2" NOMINAL THICKNESS SHALL BE PROVIDED AT ENDS AND AT ALL SUPPORTS OF JOISTS AND RAFTERS, UNLESS SHOWN OTHERWISE. BEAM AND JOIST HANGERS SHALL HAVE A CAPACITY EQUAL TO THE SHEAR STRENGTH OF THE BEAM OR JOIST WHICH IT IS SUPPORTING, UNLESS NOTED OTHERWISE. ALL METAL FRAMING ANCHORS AND HANGERS SHOWN ON DRAWINGS SHALL BE "STRONG TIE CONNECTORS" AS MANUFACTURED BY SIMPSON COMPANY OR APPROVED EQUAL. ALL SIMPSON CONNECTORS IN CONTACT WITH PRESSURE TREATED WOOD SHALL BE TYPE 304 OR TPE 316 STAINLESS STEEL.

PRESSURE TREATED WOOD

ALL WOOD INDICATED AS PRESSURE TREATED, (PT) SHALL BE PRESSURE TREATED (PT) IN ACCORDANCE THE AMERICAN WOOD PRESERVER'S ASSOCIATION STANDARD U1-02. THE PRESERVATIVE SHALL BE ALKALINE COPPER QUAT (ACQ). ALL WOOD SHLL BE TREATED TO A RETENTION OF 0.60 PCF AS REQUIRED FOR 'GROUND CONTACT' ALL PRESSURE TREATED WOOD SHALL BE APPROPRIATELY MARKED ATTESTING TO COMPLIANCE WITH THESE REQUIREMENTS. LUMBER SHALL BE DRIED AFTER TREATMENT TO A MOISTURE CONTENT OF 19% OR LESS. ALL BOLTS, NAILS AND SIMPSON CONNECTORS IN CONTACT WITH PRESSURE TREATED WOOD BELOW GRADE SHALL BE TYPE 304 OR TYPE 316 STAINLESS STEEL.

GLUED LAMINATED STRUCTURAL UNITS

MATERIALS, MANUFACTURE, AND QUALITY CONTROL OF GLUED LAMINATED STRUCTURAL UNITS (GLULAM) SHALL CONFORM TO IBC CHAPTER 23 WITH ALLOWABLE STRESSES AS DEFINED IN AMERICAN FOREST & PAPER ASSOCIATION 'NATIONAL DESIGN SPECIFICATION 2001 SUPPLEMENT', TABLE 5A, AND SHALL BE DOUGLAS FIR, COMBINATION 24F-V8, DF/DF. GLUE LAMINATED STRUCTURAL UNITS SHALL BE GRADE MARKED BY THE AMERICAN INSTITUTE OF TIMBER CONSTRUCTION, AITC.

PLYWOOD

ALL PLYWOOD SHALL CONFORM TO UBC STANDARD 23-2 AND SHALL BE AMERICAN PLYWOOD ASSOCIATION GRADE TRADE MARKED. PLYWOOD SHALL BE GROUP I OR GROUP II DOUGLAS FIR. ALL PANELS SHALL BE NOMINAL 4' X 8' PANELS. UTILIZE FULL SHEETS WHEREVER POSSIBLE. LAY FACE GRAIN OF ROOF AND FLOOR SHEATHING PANELS PERPENDICULAR TO JOISTS AND WITH PANEL CONTINUOUS OVER THREE OR MORE SPANS. STAGGER END JOINTS OF SUCCESSIVE COURSES 4' - 0". WALL SHEATHING SHALL BE INSTALLED WITH THE FACE GRAIN PARALLEL TO STUDS, (LONG DIMENSION VERTICAL).

ROOF SHEATHING: SHALL BE 5/8" THICK GRADE APA 40/20 SPAN RATED PLYWOOD WITH EXTERIOR GLUE. ROOF SHEATHING SHALL BE FASTENED TO END SUPPORTS WITH 10D GALVANIZED NAILS (0.148"x3") AT 6" O/C. AT BLOCKED DIAPHRAGM LOCATIONS, FASTEN PLYWOOD TO FRAMING AT ALL PANEL EDGES WITH 10D GALVANIZED NAILS @ 4" O/C. AT ALL LOCATIONS, FASTEN PLYWOOD TO INTERMEDIATE SUPPORTS WITH 10D GALVANIZED NAILS AT 12 INCHES ON CENTER. PROVIDE 2X4 BLOCKING ALONG ALL PANEL EDGES WHERE SHOWN ON THE DRAWINGS. FASTEN ROOF SHEATHING TO BLOCKING OVER EXTERIOR WALLS WITH 10D GALVANIZED NAILS AT 4" O/C.

WALL SHEATHING: EXCEPT WHERE NOTED OTHERWISE, WALL SHEATHING SHALL BE 15/32" THICK STRUCTURAL 1 PLYWOOD WITH EXTERIOR GLUE AND SHALL BE FASTENED TO FRAMING WITH 8D (0.131"x2.5" COMMON, 0.113"x2.5" GALVANIZED BOX) GALV NAILS @ 3" O/C ALONG PANEL EDGES AND 8D GALV NAILS @ 12" O/C ALONG INTERMEDIATE FRAMING. WALL SHEATHING SHALL BE BLOCKED AT ALL EDGES WITH NOMINAL 2" SOLID BLOCKING.

PLYWOOD SIDING: EXCEPT WHERE NOTED OTHERWISE, WALL SIDING SHALL BE 5/8" THICK APA 303 SIDING, DOUGLAS FIR, TEXTURE 1-11 WITH GROOVES 8 INCHES ON CENTER. SIDING SHALL BE FASTENED TO FRAMING WITH 8D (0.131"x2.5" COMMON, 0.113"x2.5" GALVANIZED BOX) GALV NAILS @ 6" O/C ALONG PANEL EDGES AND 8D GALV NAILS @ 12" O/C ALONG INTERMEDIATE FRAMING. SIDING SHALL BE BLOCKED AT ALL EDGES WITH NOMINAL 2" SOLID BLOCKING. OWNER WILL PAINT.

STRUCTURAL STEEL AND CONNECTORS

STRUCTURAL STEEL SHALL CONFORM TO IBC CHAPTER 22, FOR ASTM SPECIFICATION A-36, FY = 36 K.S.I. EXCEPT WHERE NOTED OTHERWISE. STEEL W-SHAPES SHALL CONFORM TO ASTM A992 FY = 50 KSI. STEEL TUBING (TS) SHALL CONFORM TO ASTM A500, GRADE B, FY = 46 K.S.I. DESIGN, FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH THE IBC CHAPTER 22, DIVISION IX, ALLOWABLE STRESS DESIGN. MACHINE BOLTS (MB) SHALL CONFORM TO ASTM 307 UNLESS NOTED OTHERWISE AND SHALL BE PROVIDED WITH STANDARD HEX HEAD NUTS, AND WASHERS CONFORMING TO TABLE 2.

TABLE 2		
BOLT	NUT	WASHER
A307	A563 GR. A	F436 TYPE 1
A325	A563 GR. C	F436 TYPE 1
A490	A563 GR. DH	F436 TYPE 1

TO ASTM A563, GRADE A AND HARDENED STEEL CIRCULAR WASHERS CONFORMING TO ASTM F436. ALL WELDING SHALL CONFORM TO AMERICAN WELDING SOCIETY D1.1. WELD ALL FAYING SURFACES WITH CONTINUOUS 3/16" FILLET WELD (MINIMUM) UNLESS OTHERWISE NOTED. ELECTRODES SHALL BE A.W.S. E-70. ANCHOR ALL COLUMNS WITH MINIMUM (4) 3/4" X 10" ANCHOR BOLTS UNLESS SHOWN OTHERWISE. PROVIDE ADEQUATE LATERAL BRACING FOR STRUCTURE DURING CONSTRUCTION.

STEEL ROOFING PANELS OVERLAP SEAM:

ROOF PANELS SHALL BE 29 GAUGE CORRUGATED STEEL, 36" COVERAGE WITH 5/8" HIGH TRAPEZOIDAL RIDGES AT 9" O/C. PANELS SHALL HAVE A MINIMUM SECTION PROPERTIES AS FOLLOWS: TOP COMPRESSION I_{xx}=0.067 IN⁴/FT, S_{xx} =0.134 IN³/FT, BOTTOM IN COMPRESSION I_{xx}=0.053 IN⁴/FT, S_{xx}=0.137 IN³/FT. MINIMUM STEEL YIELD STRENGTH SHALL BE 80 KSI. PANELS SHALL HAVE A KYNAR 500 FACTORY APPLIED FINISH. PANELS SHALL BE CONNECTED TO EACH SUPPORTING MEMBER WITH #12-14X1 1/4" SELF DRILLING 'TEKS' SCREW IN EACH VALLEY, 5 PER PANEL, AND #1/4-14X7/8" STITCH SCREWS AT 12" O/C ALONG PANEL EDGES. SPECIFIED PANELS ARE 'METAL SALES CLASSIC RIB' CONFORMING TO IBC CLASS A, UL 790

ASPHALT ROOF SHINGLES:

ROOF SHINGLES SHALL BE STANDAR 3 TAB, 235 LB /100SF 'MALARKEY LEGACY' OR APPROVED EQUAL. INSTALL PER MANUFACTURER' WRITTEN 'SHINGLE NSTALLATION INSTRUCTIONS.'

ORIENTED STRAND BOARD (OSB)

ALL ORIENTED STRAND BOARD SHALL CONFORM TO UBC STANDARD 23-3 AND SHALL BE AMERICAN PLYWOOD ASSOCIATION GRADE TRADE MARKED. ALL PANELS SHALL BE NOMINAL 4' X 8' PANELS. UTILIZE FULL SHEETS WHEREVER POSSIBLE. LAY STRENGTH AXIS OF ROOF AND FLOOR SHEATHING PANELS PERPENDICULAR TO SUPPORTS AND WITH PANEL CONTINUOUS OVER THREE OR MORE SPANS. STAGGER END JOINTS OF SUCCESSIVE COURSES 4'.

OSB ROOF SHEATHING: SHALL BE 5/8" PANELS WITH EXTERIOR GLUE AND SHALL BEAR A PANEL IDENTIFICATION INDEX OF 40/20. ROOF SHEATHING SHALL BE FASTENED TO SUPPORTS WITH 10D GALVANIZED NAILS SPACED AT 6" O/C ALONG PANEL EDGES AND 12 INCHES ON CENTER AT INTERMEDIATE FRAMING. PROVIDE 2X BLOCKING ALONG ALL PANEL EDGES WHERE SHOWN ON THE DRAWINGS. FASTEN ROOF SHEATHING TO BLOCKING OVER SHEAR WALLS AND EXTERIOR WALLS WITH 10D GALVANIZED NAILS AT 3" O/C.

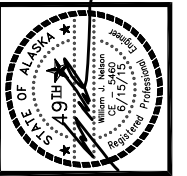
OSB WALL SHEATHING: SHALL BE 7/16" PANELS WITH EXTERIOR GLUE. UNLESS NOTED OTHERWISE ON THE DRAWINGS, WALL SHEATHING SHALL BE FASTENED TO FRAMING WITH 8D GALVANIZED NAILS 3" O/C ALONG PANEL EDGES AND 12" O/C ALONG INTERMEDIATE SUPPORTS. WALL SHEATHING SHALL BE BLOCKED AT ALL EDGES WITH NOMINAL 2" SOLID BLOCKING.

MANUFACTURED WOOD JOISTS

FABRICATED WOOD JOISTS SHALL BE OF THE SIZE INDICATED ON THE DRAWINGS AND AS MANUFACTURED BY BOISE CASCADE OR APPROVED EQUAL. FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION, HANDLING AND ERECTION OF FLOOR JOISTS. PROVIDE WEB STIFFENERS PER MANUFACTURER'S RECOMMENDATIONS AND ON BOTH SIDES OF WEBS WHERE JOISTS ARE SUPPORTED BY JOIST HANGERS. PROVIDE BLOCKING PANELS AT SUPPORTS AND ENDS OF JOISTS. PROVIDE FULL THICKNESS BACKER PLATE BETWEEN DOUBLE JOISTS WHERE JOIST IS FRAMED PERPENDICULAR INTO A DOUBLE JOIST. PROVIDE SOLID RIM JOISTS AROUND FULL PERIMETER OF FLOOR SYSTEM. UNLESS NOTED OTHERWISE ON THE DRAWINGS, PROVIDE LAMINATED VENEER LUMBER HEADERS, WITH DEPTH EQUAL TO JOIST DEPTH, AT ALL OPENINGS IN FLOOR AND ROOF SYSTEMS. UNLESS NOTED OTHERWISE, PROVIDE FACE MOUNT JOIST HANGERS WITH CAPACITY EQUAL TO THE FULL SHEAR CAPACITY OF THE JOIST AT ALL JOISTS WHERE JOIST IS NOT SUPPORTED BY DIRECT BEARING.

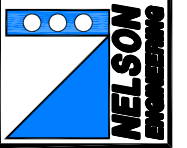
WINDOW PANELS:

'SUNTUF' CLEAR POLYCARBONATE PANELS NOMINAL 26" WIDTH



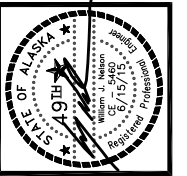
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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STRUCTURAL/CIVIL
155 BIDARKA ST
KENAI, AK 99611
TEL: (907) 283 - 3583
NELSONENGINEER@ALASKA.NET



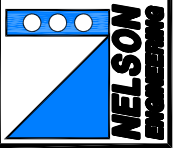
PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
STRUCTURAL NOTES

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET S2
2 OF 13



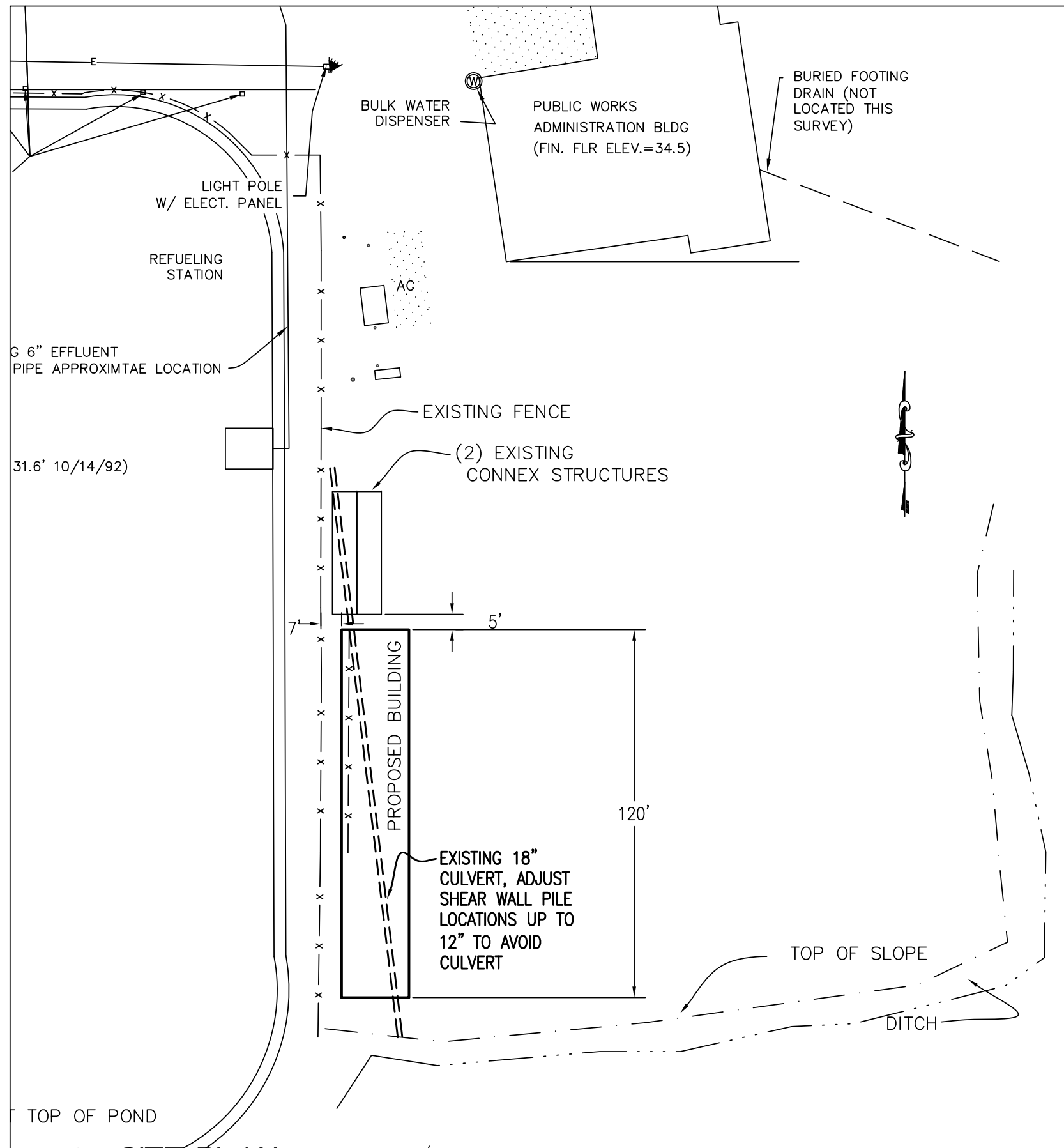
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/15

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KENAI, AK 99611
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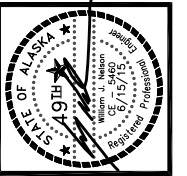


PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
SITE PLAN

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S3**
3 OF 13

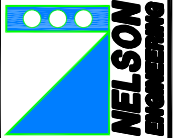


A
3 **SITE PLAN**
SCALE: 1" = 20' (22X34 PLOT) 1" = 40' (11X17 PLOT)



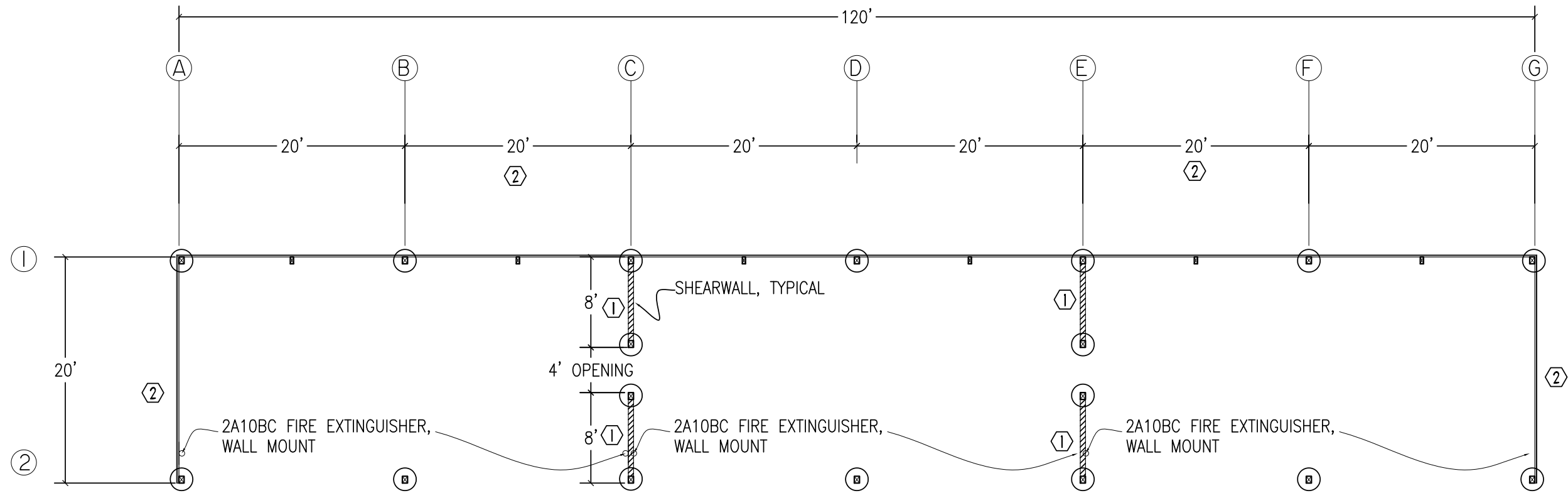
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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SHEAR WALL SCHEDULE

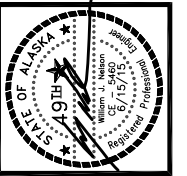
MARK	DESCRIPTION
①	1/2" CDX 8d@3"OC EDGES, 12"O/C FIELD
②	STEEL PANEL -OR- T1-11 SIDING WITH 8D @ 4" O/C EDGES 12" O/C FIELD



A
5 **FLOOR PLAN**
SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)

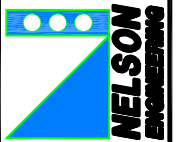
PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
FLOOR PLAN

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S5**
5 OF 13



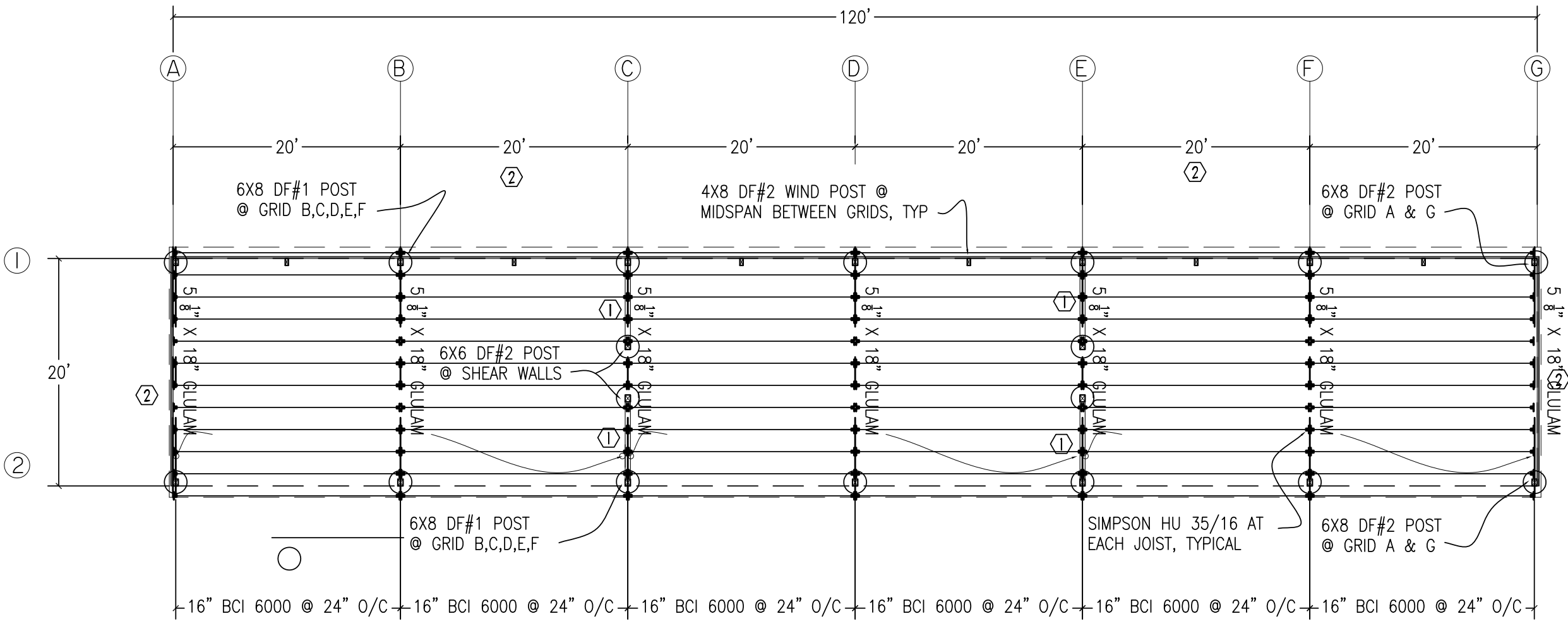
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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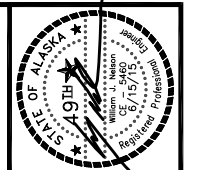


PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
ROOF FRAMING PLAN

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET 6 OF 13

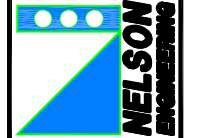


A
6 **ROOF FRAMING PLAN**
SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)



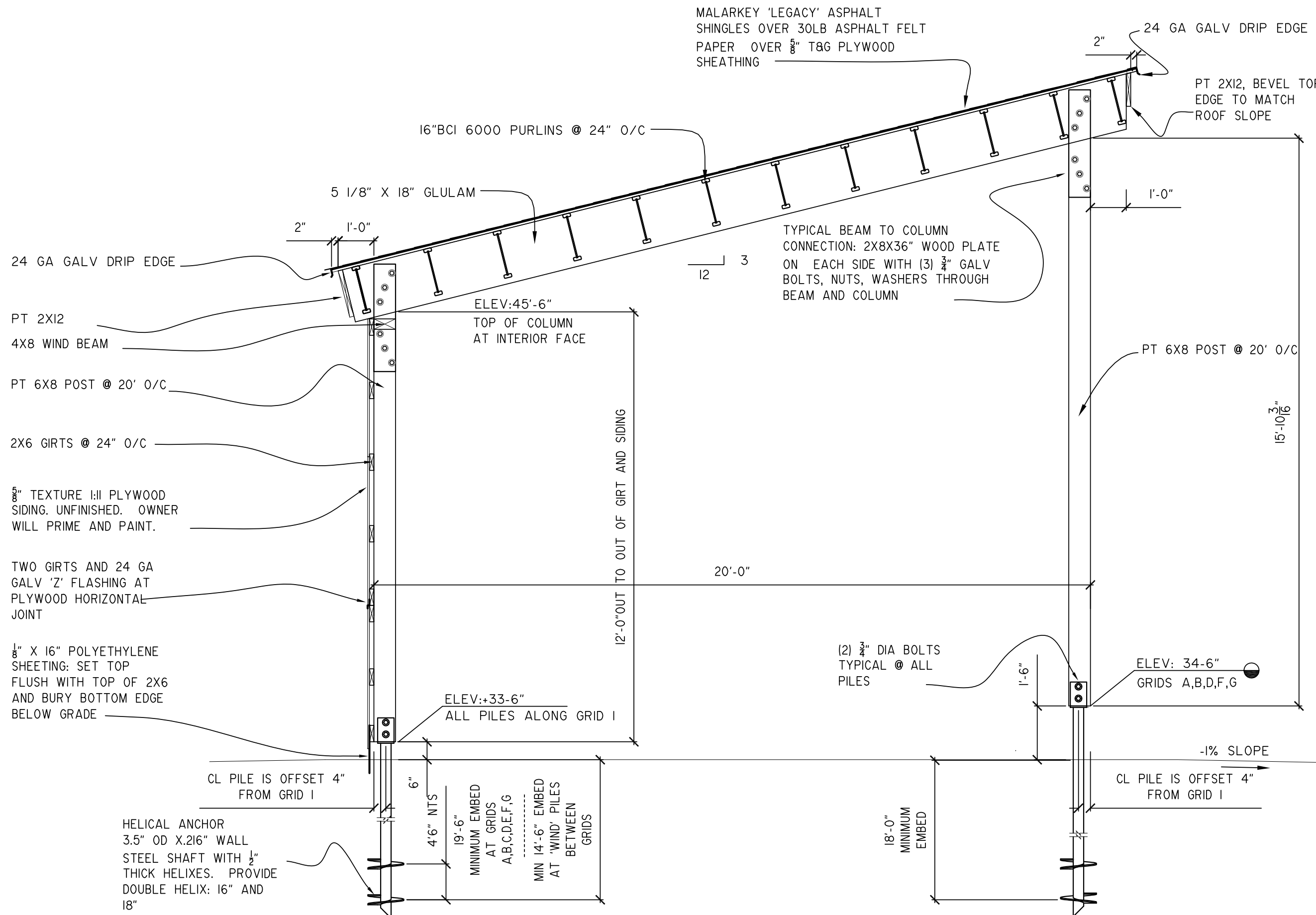
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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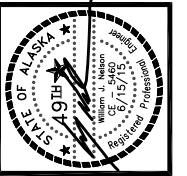
PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
TYPICAL TRANSVERSE SECTION

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S7**
7 OF 13



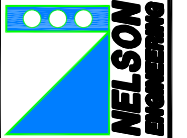
A
7 TYPICAL TRANSVERSE SECTION

SCALE: 3/4" = 1' (22X34 PLOT) 7/8" = 1' (11X17 PLOT)



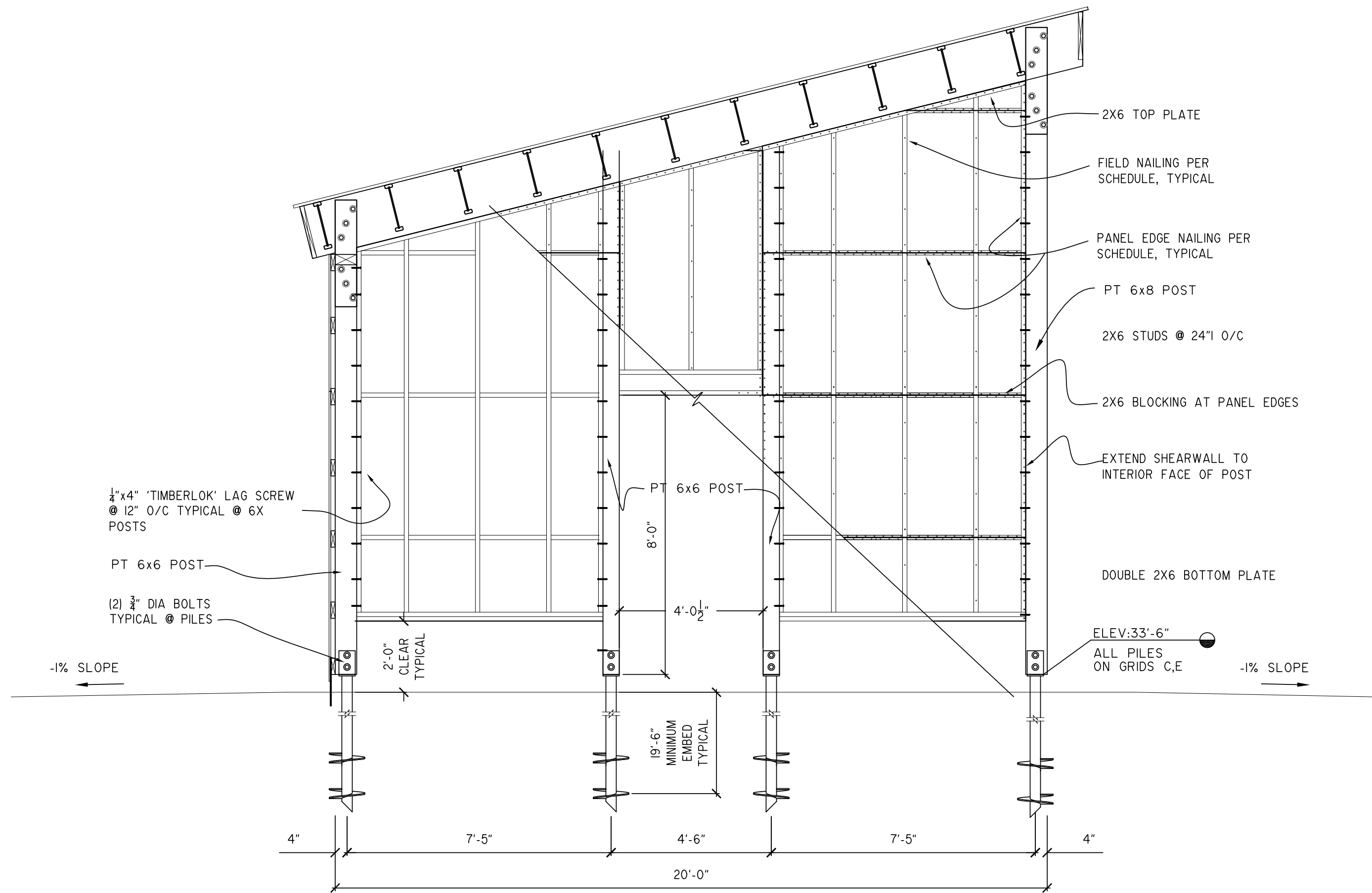
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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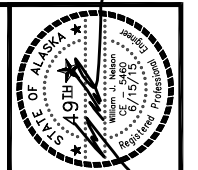


PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
SECTION AT SHEARWALLS

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S8**
8 OF 13

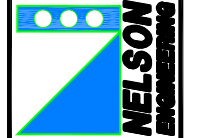


A
8 SECTION AT SHEARWALLS
SCALE: 3/4" = 1' (22X34 PLOT) 3/8" = 1' (11X17 PLOT)
353



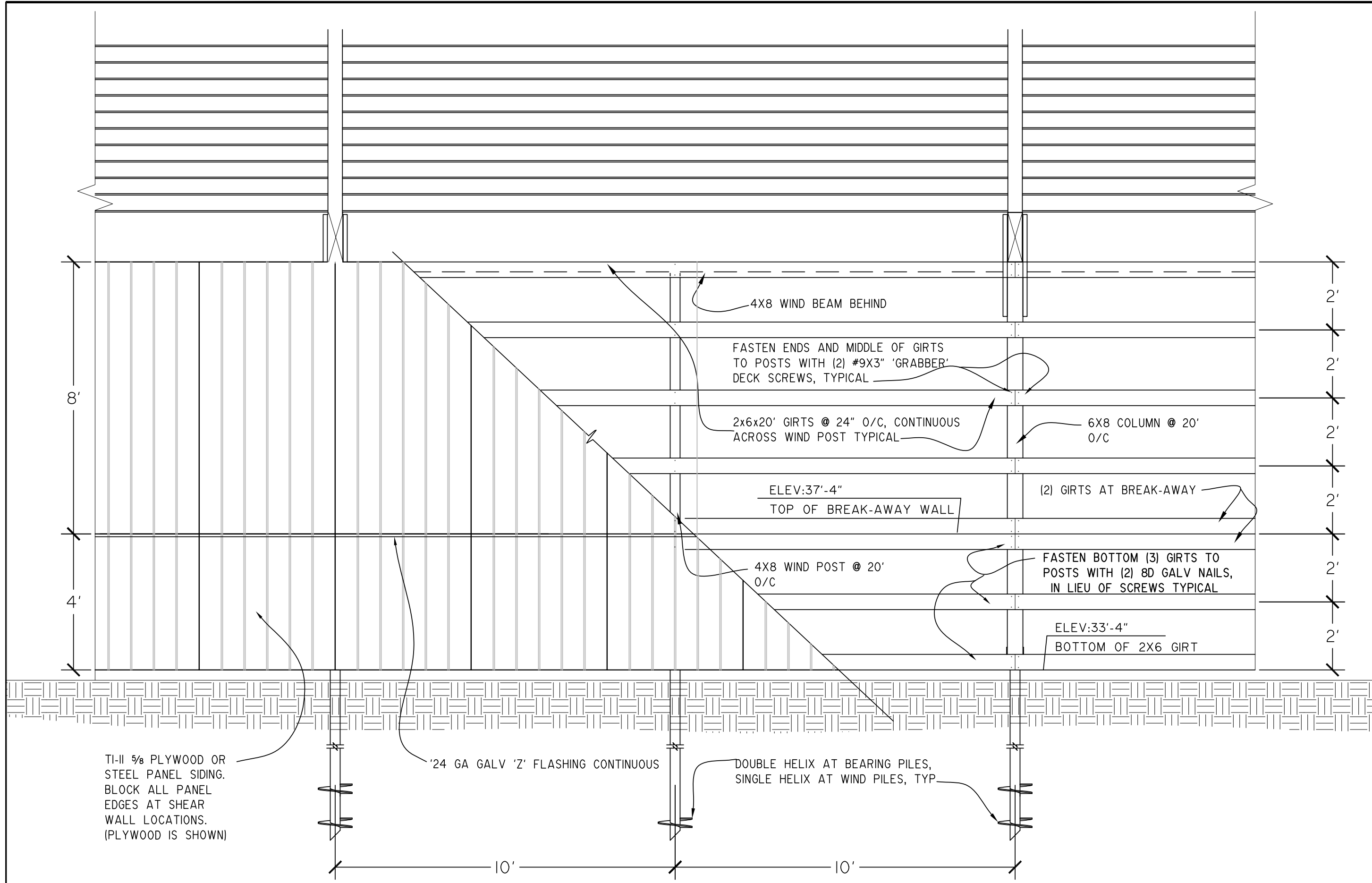
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/16

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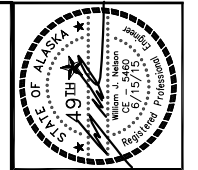


PUBLIC WORKS STORAGE SHELTER
 CITY OF HOMER
 LONGITUDINAL SECTION AT SHEARWALL

PROJECT NO. 1523
 DRAWN BY: WJN, CM
 CHECKED BY: WJN
 DATE: 06/15/2015
 SCALES: NOTED
 HORIZ. NOTED
 VERT. NOTED
 SHEET **S9**
 9 OF 13

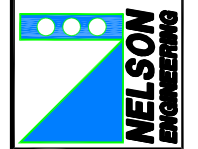


A
9 LONGITUDINAL SECTION AT SHEARWALL
 SCALE: 3/4" = 1' (22X34 PLOT) 3/8" = 1' (11X17 PLOT)



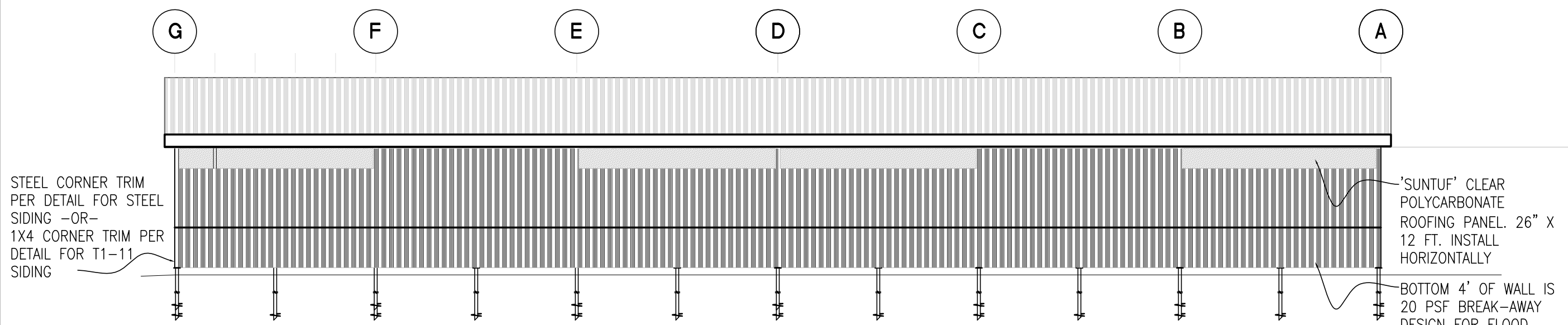
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/15

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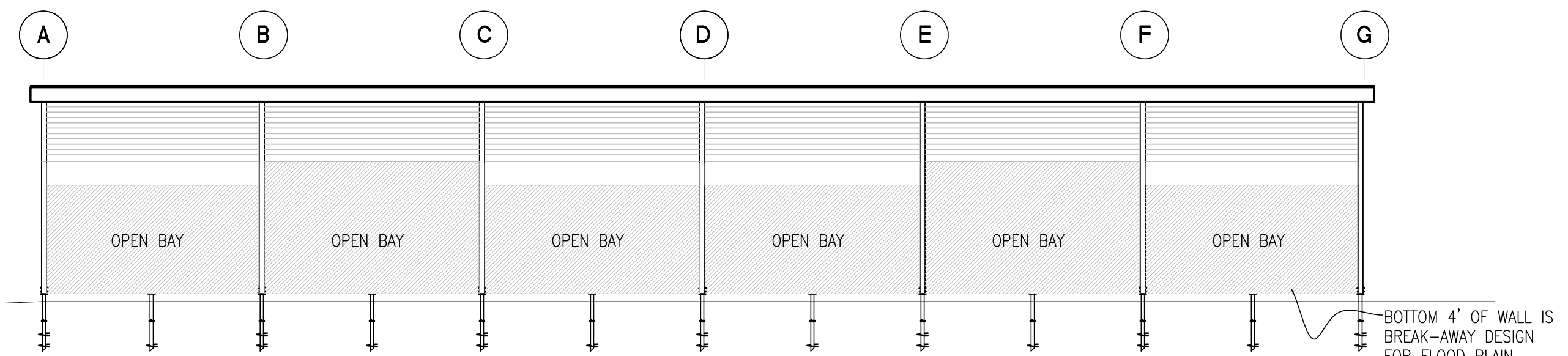


PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
BUILDING ELEVATIONS

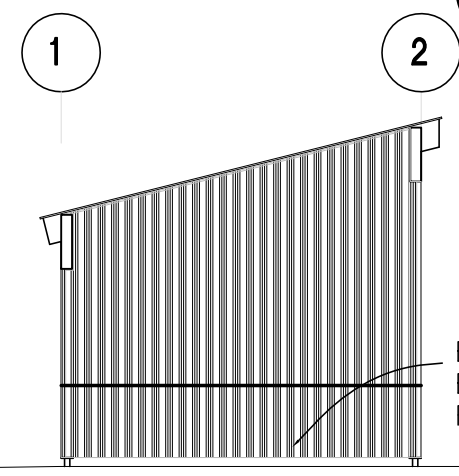
PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S10**
10 OF 13



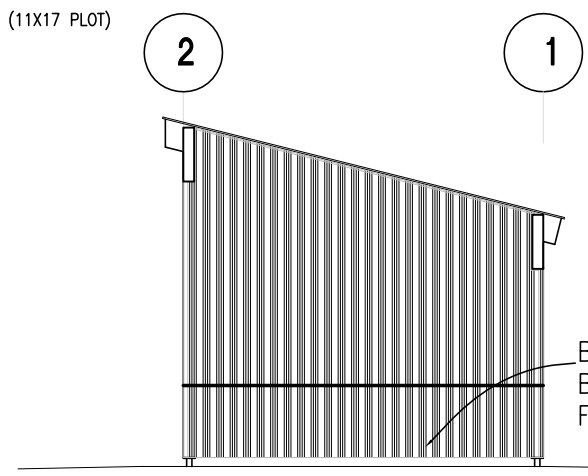
A WEST ELEVATION
10 SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)



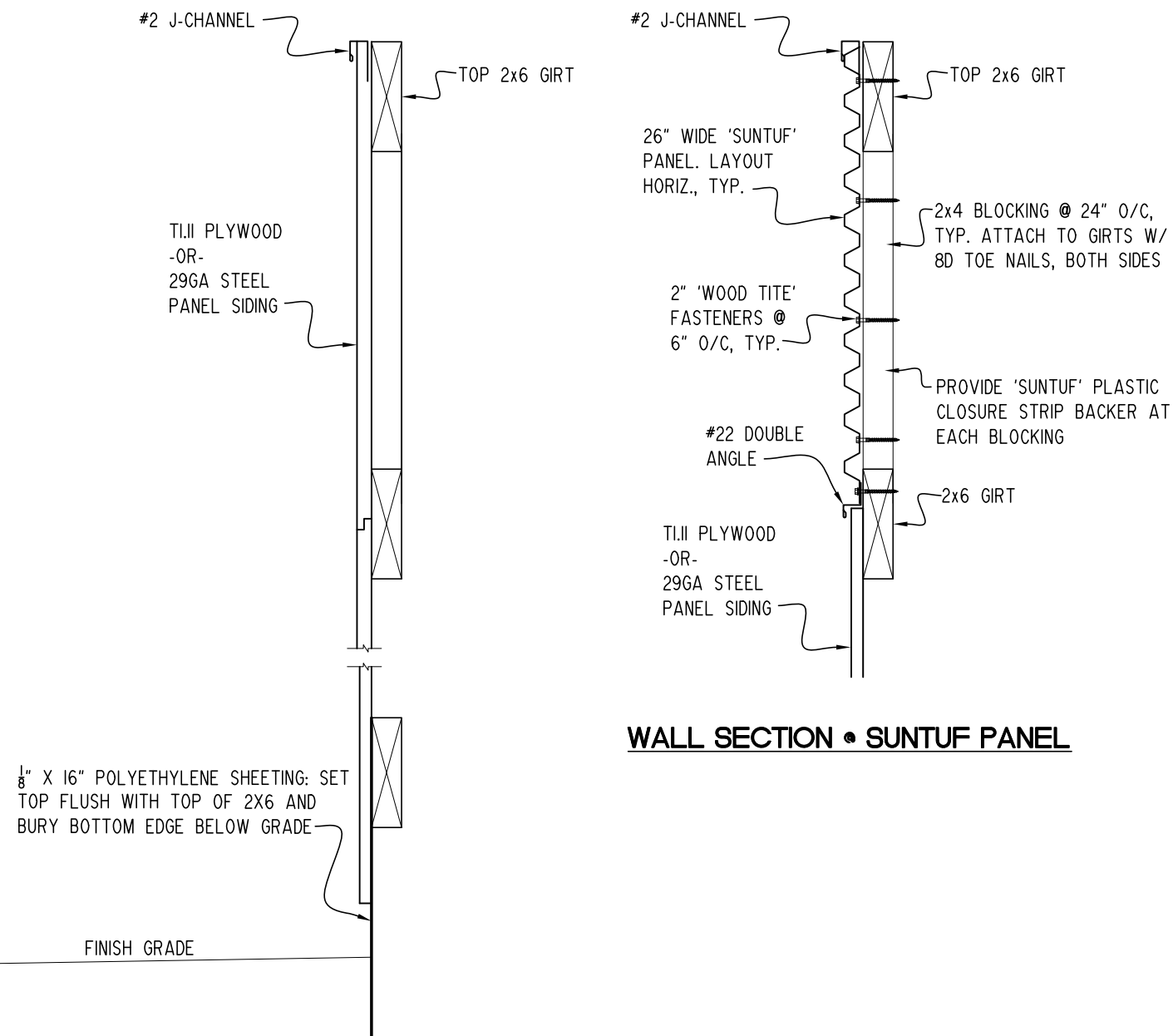
B EAST ELEVATION
10 SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)



C SOUTH ELEVATION
10 SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)

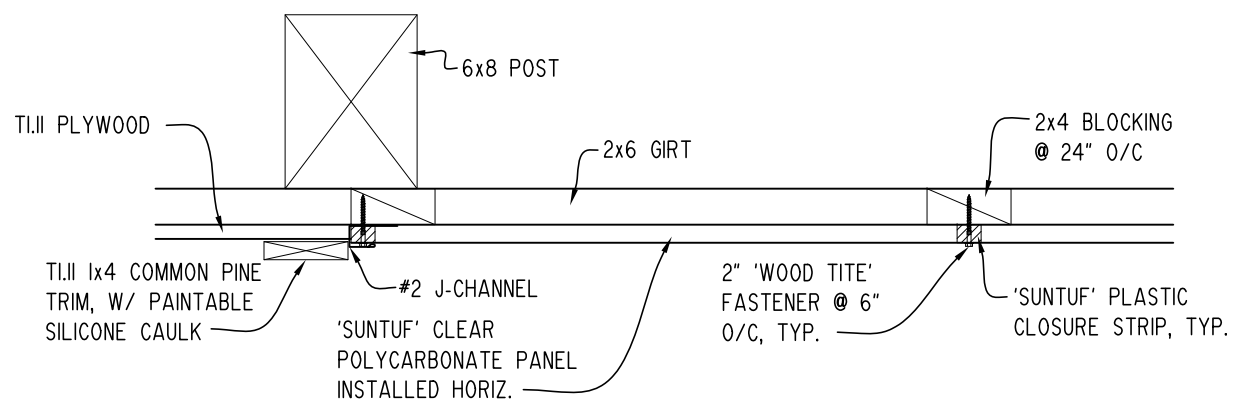


D NORTH ELEVATION
10 SCALE: 3/16" = 1' (22X34 PLOT) 3/32" = 1' (11X17 PLOT)

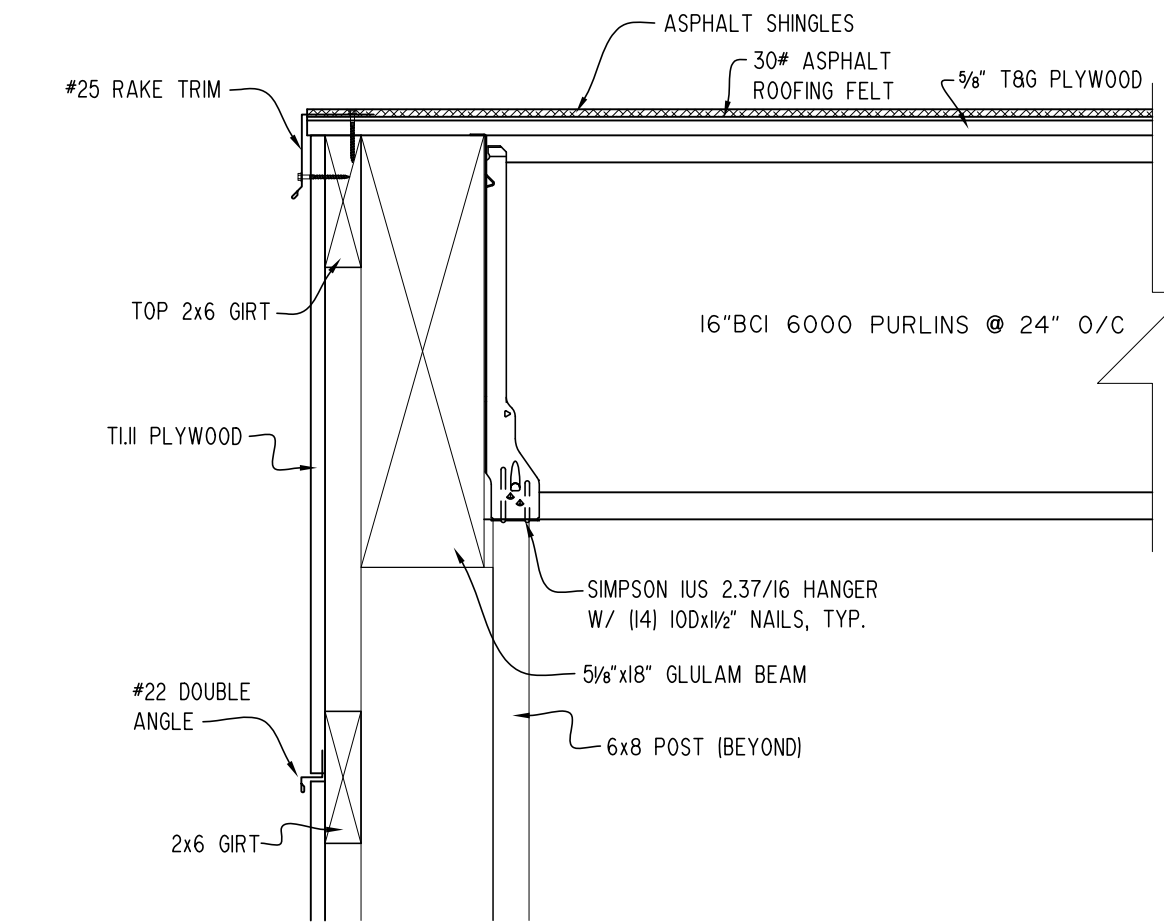


WALL SECTION • SUNTUF PANEL

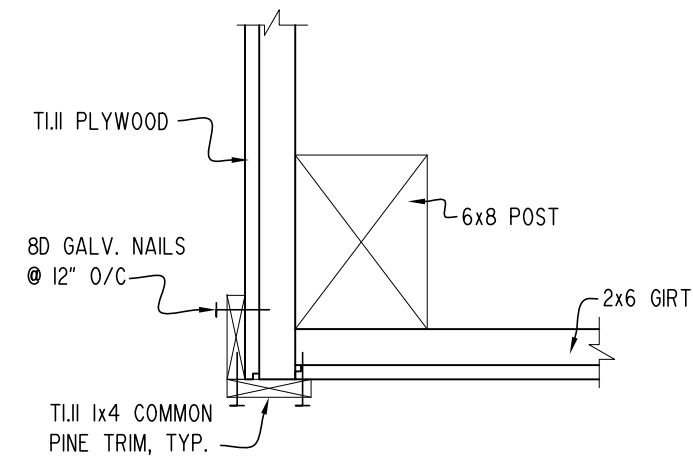
A
11 **TYPICAL WALL SECTIONS**
SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



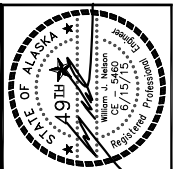
C
11 **JAMB @ SUNTUF WINDOW W/ T1.11 PLYWOOD**
SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



B
11 **RAKE @ T1.11 PLYWOOD**
SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)

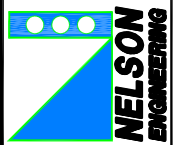


D
11 **CORNER ATTACHMENT @ T1.11 PLYWOOD**
SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



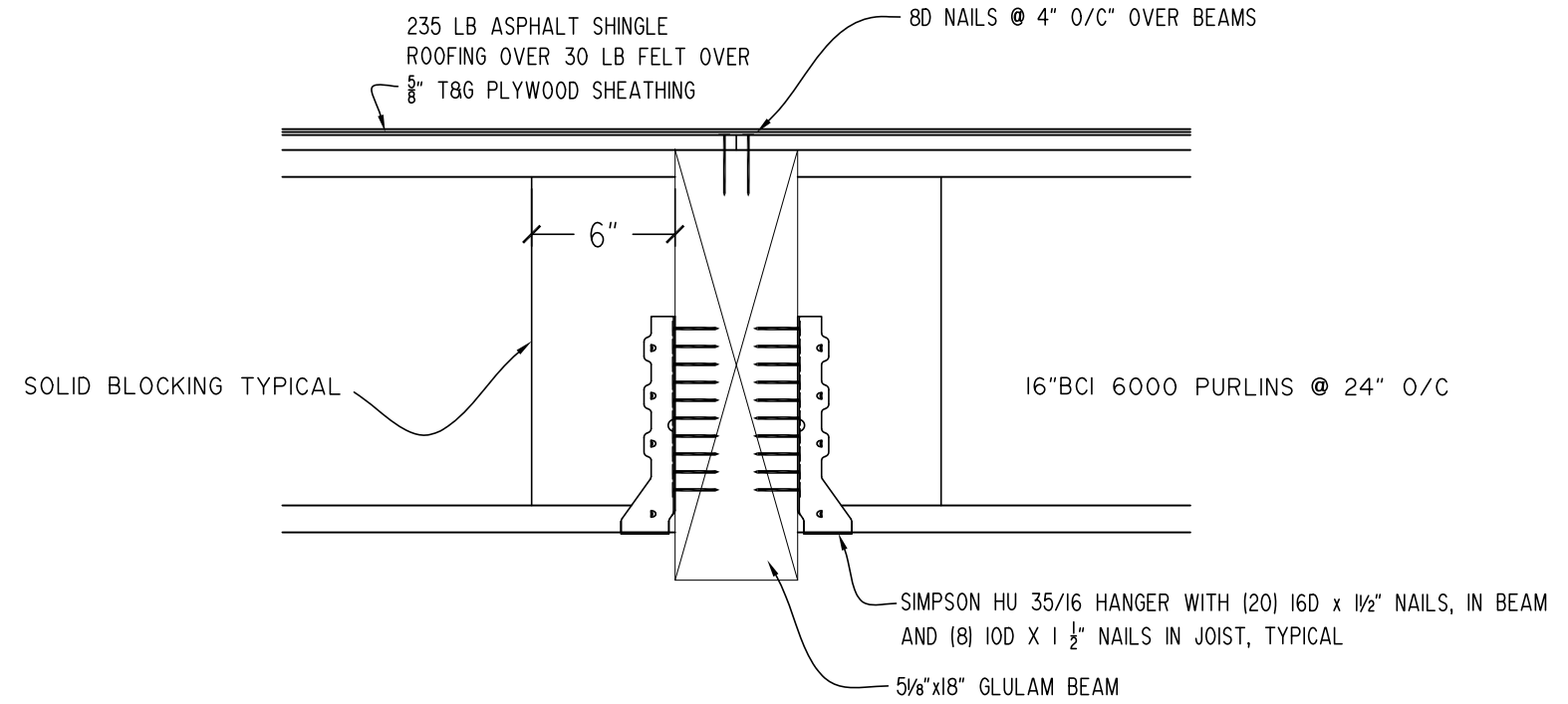
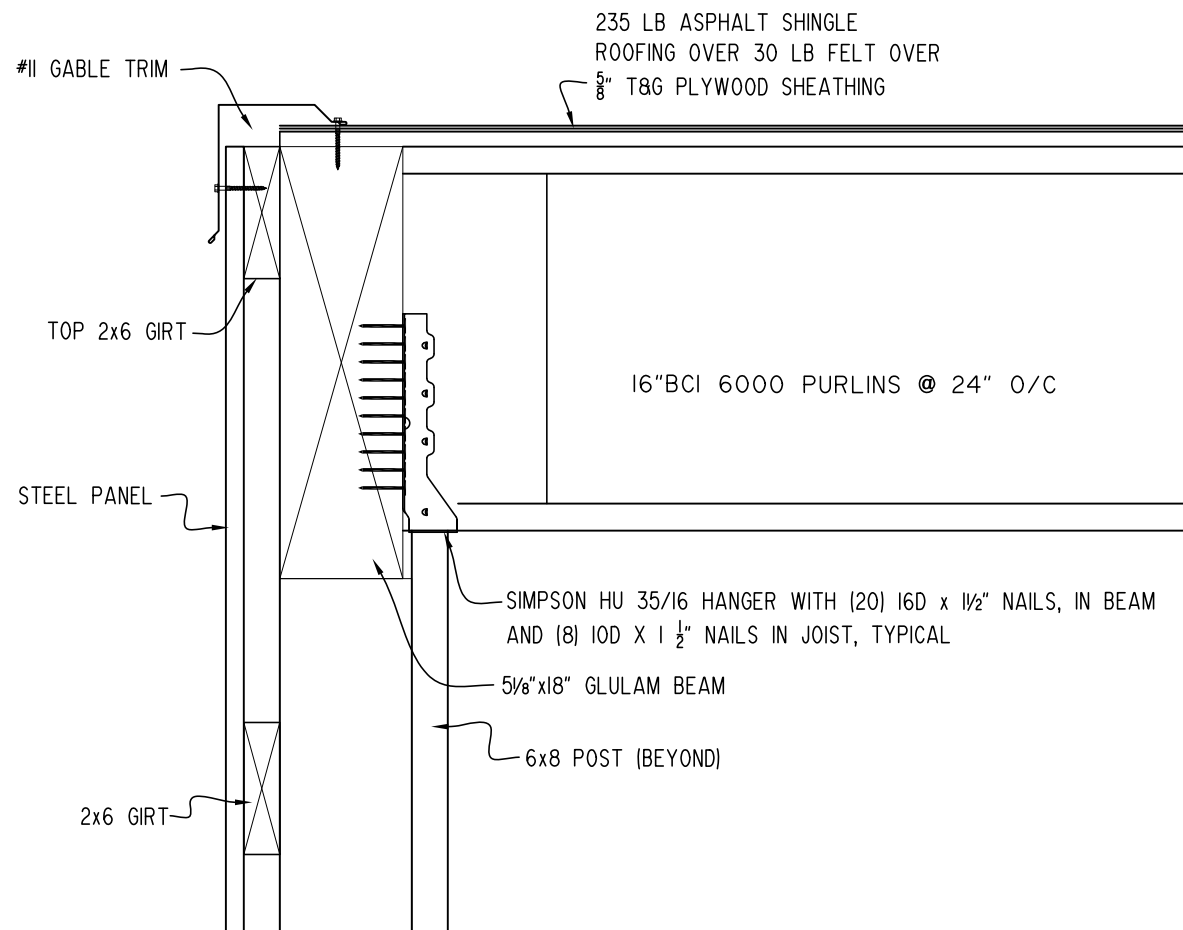
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/15

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KENAI, AK 99611
TEL: (907) 283-3583
NELSONENGINEER@ALASKA.NET



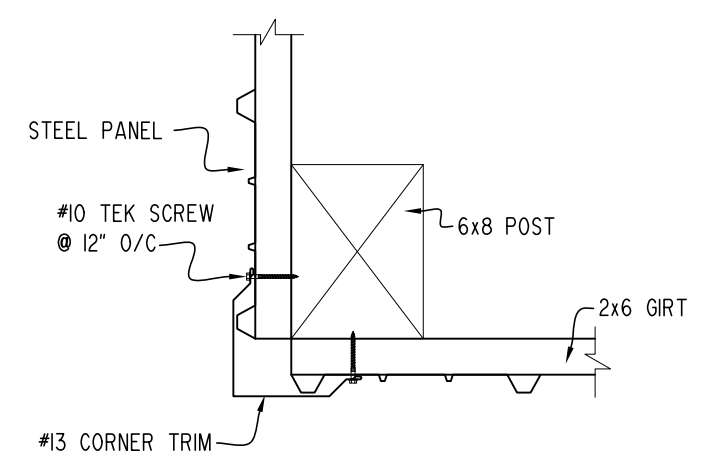
PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
DETAILS

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET **S11**

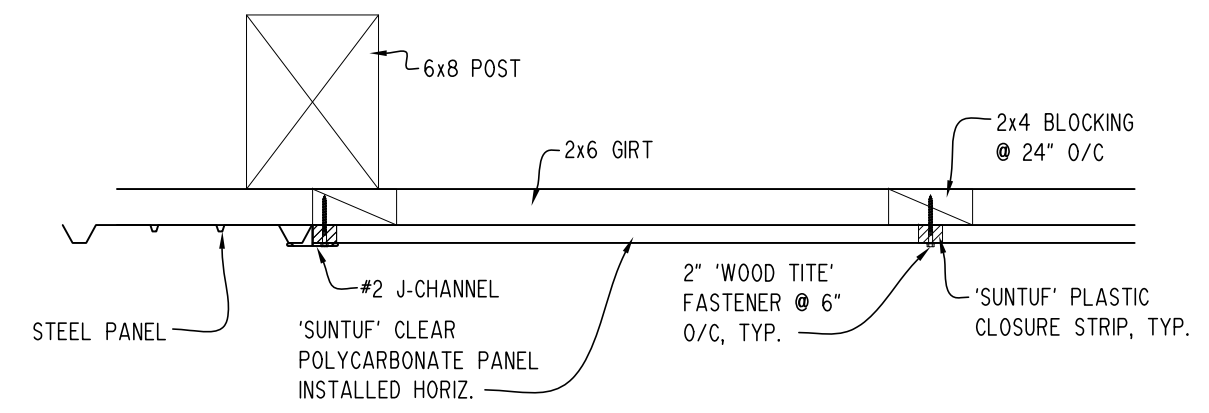


A RAKE @ STEEL PANEL
 12 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)

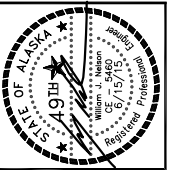
B TYPICAL PURLIN/BEAM CONNECTION
 12 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



C CORNER TRIM @ STEEL PANEL
 12 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)

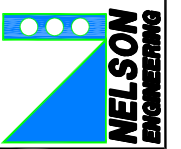


D JAMB @ SUNTUF WINDOW W/ STEEL PANEL
 12 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



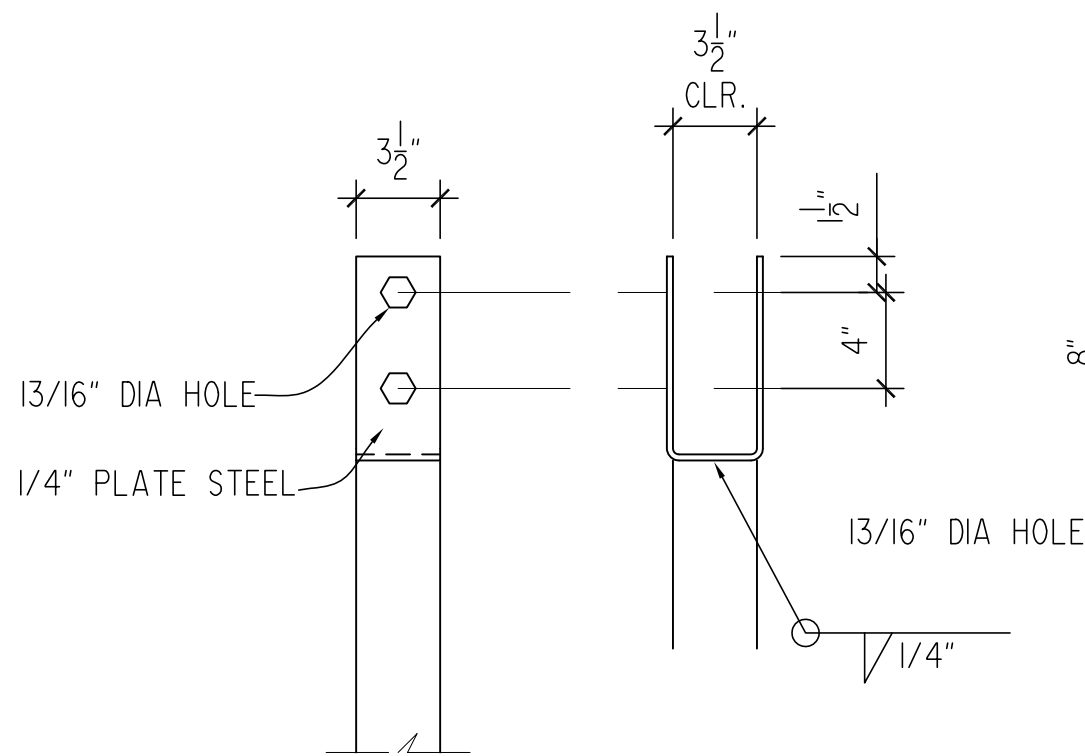
NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/15

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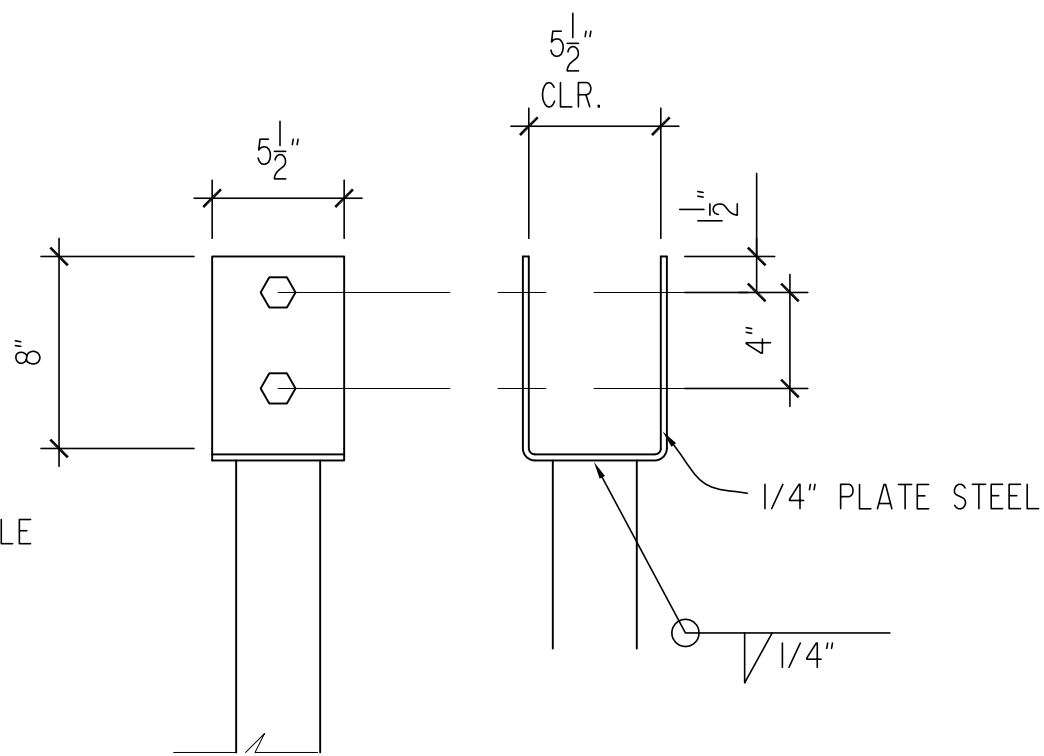
PUBLIC WORKS STORAGE SHELTER
 CITY OF HOMER
 DETAILS

PROJECT NO. 1523
 DRAWN BY: WJN, CM
 CHECKED BY: WJN
 DATE: 06/15/2015
 SCALES: NOTED
 HORIZ. NOTED
 VERT. NOTED
 SHEET S12



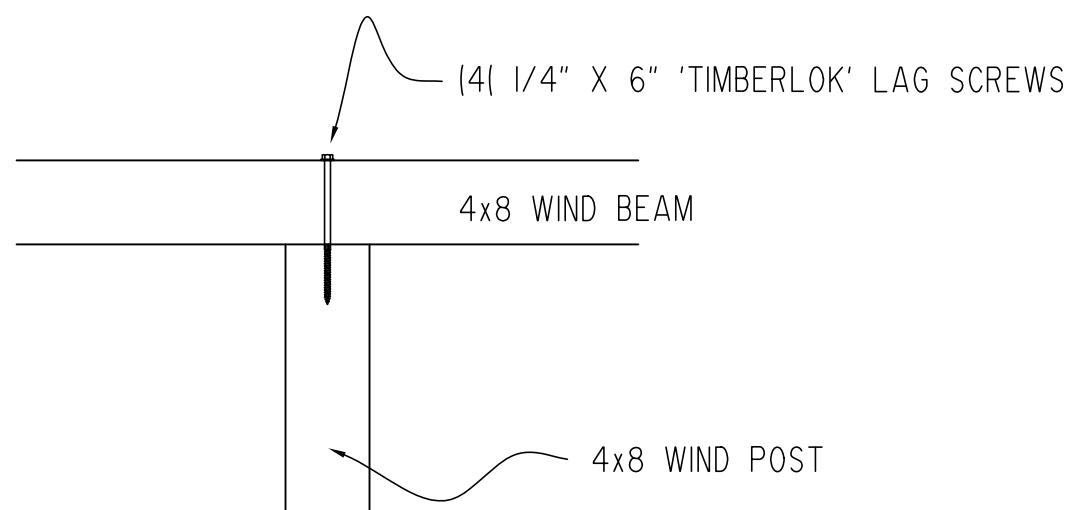
A PIPE CAP AT 4X8

13 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



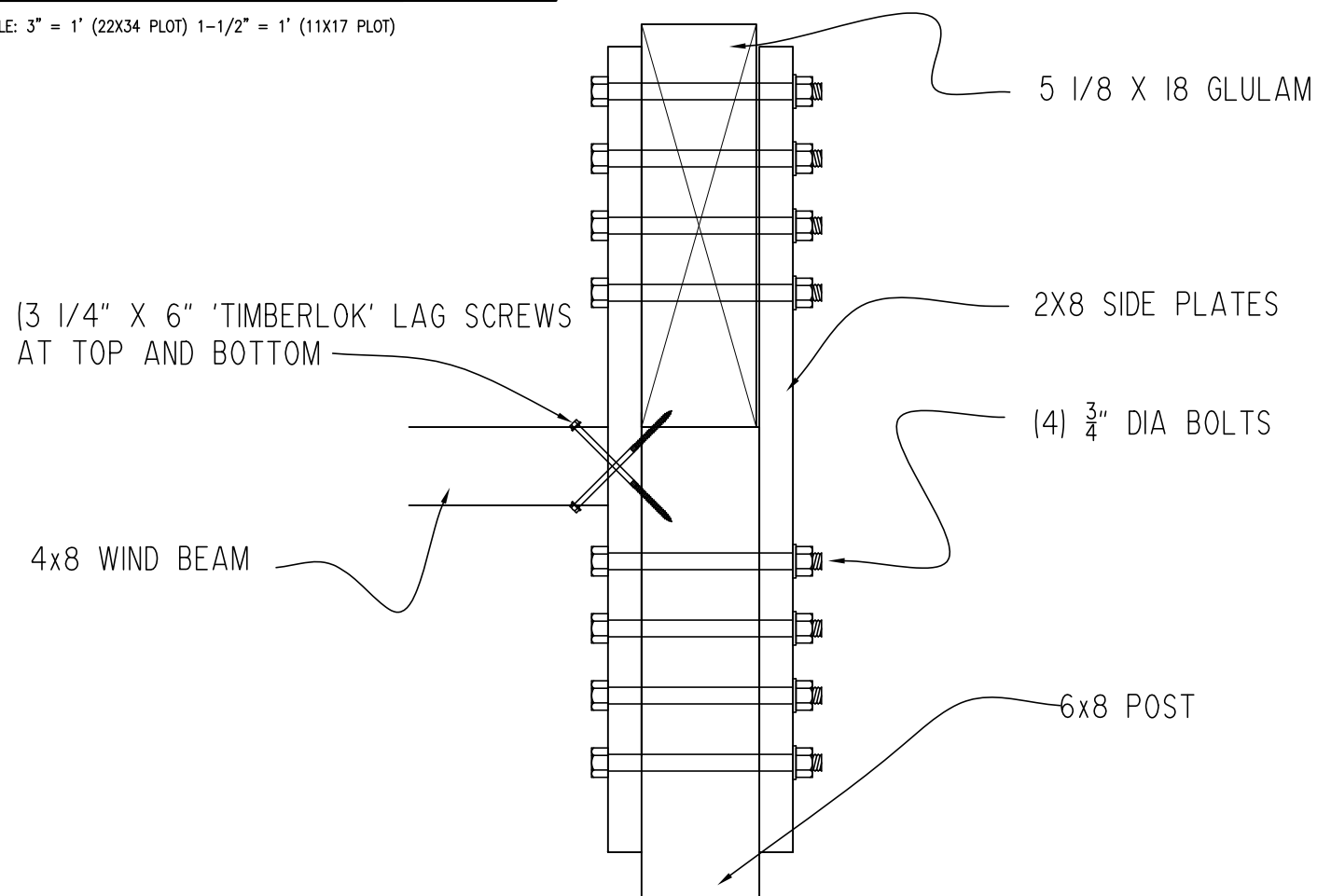
B PILE CAP AT 6X6 OR 6X8

13 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



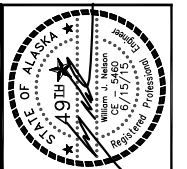
C TYPICAL WIND BEAM/WIND POST CONNECTION

13 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



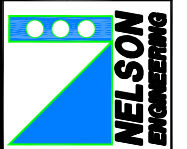
D TYPICAL BEAM/ POST CONNECTION

13 SCALE: 3" = 1' (22X34 PLOT) 1-1/2" = 1' (11X17 PLOT)



NO.	REVISION	DATE
1	DOUBLE HELIX PILES	7/07/15

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PUBLIC WORKS STORAGE SHELTER
CITY OF HOMER
DETAILS

PROJECT NO. 1523
DRAWN BY: WJN, CM
CHECKED BY: WJN
DATE: 06/15/2015
SCALES: NOTED
HORIZ. NOTED
VERT. NOTED
SHEET 13 OF 13

**CITY OF HOMER
City Clerk's Office Bid Tally Sheet**

PROJECT: Public Works Equipment Storage Building 2015

Due Date and Time: August 4, 2015 @ 2:00 p.m.

Bidder No.	Bidder Name and Address	Part B / Part A	Bid Amount /Additive Alternate Amt.
1.	Steiner's North Star Construction P.O. Box 1708 Homer, AK 99603	✓ / ✓	\$82,451
2.	Amcon LLC 1833 North Post Rd. #A Anchorage, AK 99501	✓ / ✓	\$134,950
3.	Jay Brant 460 Grubstake Ave. Homer, AK 99603	✓ / ✓	\$127,000
4.	Beachy Construction 5243 Kachemak Dr. Homer, AK 99603	✓ / ✓	\$99,700
5.	Diversified Construction, Inc. 18749 First St. Eagle River, AK 99557	✓ / ✓	\$96,800
6.	Northern Industrial Training 1740 N. Terrilou Ct. Palmer, AK 99645	✓ / ✓	\$85,870.96
7.			

City Engineer's Estimate if applicable: \$104,000

Staff Present: Public Works Director Meyer, Accounting Technician Sorrows, Deputy City Clerk Jacobsen

Comments: _____

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

3 City Clerk/
4 Public Works Director

5 **RESOLUTION 15-071**

6
7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE
8 CONTRACT FOR THE OLD HARBORMASTER BUILDING DEMOLITION
9 PROJECT TO THE FIRM OF MOORE & MOORE SERVICES, INC. OF
10 HOMER, ALASKA, IN THE AMOUNT OF \$8,300 AND AUTHORIZING
11 THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, The City Council authorized in the 2015 budget a capital expenditure of
14 \$20,000 to complete the demolition of the Old Harbormaster Building; and
15

16 WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was
17 advertised in the Homer Tribune on July 8 and 15, 2015, posted on the Clerk's home page,
18 and sent to two in-state plans rooms; and
19

20 WHEREAS, Bids were due by 2:00 p.m. on Thursday, July 30, 2015 and nine bids were
21 received by the City Clerk's Office; and
22

23 WHEREAS, Bids were publicly opened and read on July 30, 2015 and the firm of Moore
24 & Moore Services, Inc. of Homer, Alaska, was determined to be the low responsive bidder in
25 the amount of \$8,300, which was below the engineer's estimate; and
26

27 WHEREAS, Moore & Moore Services, Inc. is qualified to complete the work; and
28

29 WHEREAS, This award is not final until written notification is received by Moore &
30 Moore Services, Inc. of Homer, Alaska, from the City of Homer.
31

32 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
33 the contract award for the Old Harbormaster Building Demolition project to the firm of Moore
34 & Moore Services, Inc. of Homer, Alaska, in the amount of \$8,300 and authorizes the City
35 Manager to execute the appropriate documents.
36

37 PASSED AND ADOPTED by the Homer City Council this 10th day of August, 2015.
38

39 CITY OF HOMER
40

41 _____
42 MARY E. WYTHE, MAYOR

43 ATTEST:

44

45 _____

46 JO JOHNSON, MMC, CITY CLERK

47

48 Fiscal Note: Acct. No. 456-0380 (\$8,300)

49



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907- 235-3170

(f) 907-235-3145

Memorandum 15-133

TO: Mary K. Koester, City Manager

FROM: Carey Meyer, Public Works Director

DATE: August 4, 2015

SUBJECT: **Award of Contract**
Old Harbormaster Building Demolition

The City Council authorized in the 2015 operating budget an expenditure of \$20,000 to complete the demolition of the Old Harbormaster Building. Public Works prepared bid documents and solicited bids in accordance with the City’s procurement regulations (bids were advertised in the Homer Tribune on July 8 and 22); nine bids were publicly opened and read on July 30. The City’s 5% local bidder’s preference applies:


Property Improvements	Fritz Creek	Non-Responsive
Diversified Construction	Eagle River	\$ 17,100
NRC Alaska	Anchorage	\$ 46,810
Tutka, LLC	Wasilla	\$ 58,000
Coldfoot Environmental	Anchorage	\$ 39,400
Southern Exposure	Homer	\$ 22,300
Alaska Scrap and Recycling	Soldotna	\$ 19,720
East Road Services	Homer	\$ 60,000
Beachy Construction	Homer	\$ 26,900
Moore & Moore Services	Homer	\$ 8,300
	Engineer’s Estimate	\$ 15,000

The firm of Moore & Moore Services, Inc. of Homer, Alaska, was determined to be the low responsive bidder: the bid was below the engineer’s estimate; and the firm is qualified to complete the work.

Project Budget Overview:	Design Cost	\$ 0 (in-house)
	Hazardous Waste Survey	\$ 3,400
	Demolition Cost	<u>\$ 8,300</u>
	Total Cost Anticipated	\$11,700

Recommendation: The City Council pass a resolution awarding the contract for the Old Harbormaster Building Demolition project to the firm of Moore & Moore Services, Inc. of

Homer, Alaska, in the amount of \$8,300 and authorize the City Manager to execute the appropriate documents.

JUN 23 2015


INVITATION TO BID
By the City of Homer, Alaska, for the
Old Harbormaster Building Demolition Project 2015

Sealed bids for the **Old Harbormaster Building Demolition Project 2015** 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, July 30, 2015**, 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 bid shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms, and Plans and Specifications are available on line at <http://www.cityofhomer-ak.gov/rfps>

The project is funded with the City of Homer Port & Harbor Reserve Fund. The City's local bidder's 5% preference requirements will apply. The work includes, but is not limited to, the following:

Demolition and removal of the existing 2200 sf old Harbormaster office located at 4350 Homer Spit Road.

Please direct all technical questions regarding this project to: Carey Meyer, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska, 99603, (907) 235-3170.

An electronic copy of Plans and Specifications is available on the City's website <http://www.cityofhomer-ak.gov/rfps> or you may purchase hard copies for \$75 per set (\$105 for overnight delivery). City of Homer Standard Construction Specifications, 2011 Edition (containing general contract provisions) may be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

DATED this 23rd day of June, 2015.

CITY OF HOMER



Katie Koester, City Manager

Homer Tribune – July 8 and 15, 2015
Fiscal Note: 456-0380

CITY OF HOMER
INVITATION TO BID / BID DOCUMENTS
Old Harbormaster Building Demolition Project 2015



PREPARED BY:
CITY OF HOMER – PUBLIC WORKS DEPARTMENT
3575 HEATH STREET
HOMER ALASKA 99603
907-235-3170

JUN 23 2015


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By the City of Homer, Alaska, for the
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CITY OF HOMER


Katie Koester, City Manager

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Old Harbormaster Building Demolition Project 2015

The City of Homer, Alaska is requesting bid proposals from qualified firms and individuals for the project described herein.

I. Scope of Services

The proposed work is located within the Homer city limits.

Old Harbormaster Building Demolition Project 2015

The project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described herein and shown on the project drawings. The work includes but is not limited to the following:

Demolition and removal of the existing 2200 sf old Harbormaster office located at 4350 Homer Spit Road.

II. General Bidding Requirements

The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Contract. The bidder must have a current contractor's license issued by the State of Alaska. The license must apply to the work described in the Invitation to Bid.

The City of Homer Standard Construction Specifications, 2011 Edition, shall supplement the project plans. A copy of the Homer Standard Construction Specifications (S.C.S.) may be obtained at the Office of the City Clerk, 491 E. Pioneer Ave., Homer, Alaska 99603. The cost for S.C.S. is per set is \$50.00. Persons requesting the sets by mail must include an additional \$25.00 for shipping.

This project is covered by the State of Alaska, Laborer's and Mechanic's Minimum Rates of Pay, Title 36 Public Contracts, (AS 36.05 & 36.10) **Pamphlet 600 Issue 26, Effective April 1, 2015 (If contract amount is over \$25000.00)**. It is the responsibility of the bidder to determine the current rates of pay required and to submit the proper certified payrolls to the State Department of Labor.

No performance or payment bonds are required for this project.

Bids must be submitted on the Bid Form and be received until **2:00 PM, Thursday, July 30th, 2015**, at the office of the City Clerk, 491 East Pioneer Avenue Homer Alaska 99603. A bid bond is required. Cashier checks in an amount equal to five percent (5%) of the bid are acceptable. Surety bonds are acceptable.

The City of Homer has a two-part bid process, Part A and Part B. Each portion of the bid must be submitted in separate envelopes. At the bid opening, Part B is opened first and must be complete and regular or Part A will not be opened and the bid will be rejected.

Part A of the bid contains the Bid Form, the Bid Bond and the Power of Attorney (if needed). Part A must be submitted separately in an envelope marked Part A.

Part B of the bid contains the 1) Addenda Acknowledgment, 2) EEO-1 Certification, 3) Equal Employment Opportunity Clause. Part B must be submitted separately in an envelope marked Part B.

III. Instruction to Bidders

The City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the bidder that best meets the criteria stated below.

A. Qualification of Bidders

It is the intention of the City of Homer to award this contract to the lowest responsible, responsive Bidder who furnishes satisfactory evidence they have the requisite experience, ability and sufficient capital, facilities and plant to prosecute the work successfully (and properly) and to complete it within the time allowed in the Contract at the least cost to the City of Homer for dollars spent for value received.

If the signature on the Bid is by an agent, other than an Officer of a corporation or a member of a Co-partnership, a Power of Attorney must either be on file with the City Clerk prior to the Bid opening or submitted with the Bid in Part B.

B. Taxes

Attention is directed to the requirements of the General Conditions regarding the payment of taxes. All taxes that are lawfully assessed against Owner or Contractor in connection with the work shall be paid by the Contractor. The Bid prices shall include all such taxes.

The City of Homer is exempt from local sales taxes. The Contractor shall not include sales tax markup in his bid. However, in order to recoup sales tax the Contractor might pay at local vendors, the Contractor must secure a Tax Exempt card from the Kenai Peninsula Borough Tax Department.

C. Familiarization With The Work

Before submitting a Bid, each prospective Bidder shall familiarize themselves with the work, labor conditions and all laws, regulations and other factors affecting performance of the work. The Contractor shall carefully correlate his observations with the requirements of the Contract Documents and otherwise satisfy himself of the expense and difficulties attending performance of the work. The submission of a Bid shall constitute an acknowledgement that the Bidder has thoroughly examined and is familiar with the Contract Documents and the provisions thereof. The failure or neglect of a Bidder to receive or examine any of the Bid Documents shall in no way relieve the bidder from any obligations with the respect to their Bid or to the Contract. Misinterpretation or a reputed lack of knowledge concerning the Bid will not serve as a basis for a claim for additional compensation.

1. Site Conditions

Each Bidder shall visit the site of the Work and completely inform himself relative to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials and utilities to be encountered, the arrangement and conditions of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operations of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the Bid.

D. Interpretation of Bid Documents

All questions about the meaning or intent of the Contract Documents shall be submitted, in writing, to the Office of the Director of Public Works, 3575 Heath St. Homer Alaska, 99603. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City Clerk's Office as having received the Bidding documents. The City of Homer will not be held responsible for questions received less than (7) days prior to the date of opening of Bids. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. No questions will be answered the day of the bid due date.

The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the Addendum Form, properly signed by the Bidder and placed in envelope B.

It shall be the Bidder's responsibility to inquire as to addenda issued. Failure to include the Addenda Form in envelope B shall result in the Bid being rejected as non-responsive.

E. Bid Bond Guarantee

Each Bid shall be accompanied by a Bid Bond duly completed on the suggested form provided by a guaranty company authorized to carry on business in the State of Alaska, along with a General Power of Attorney form, if applicable, for payment to the City in the sum of five percent (5%) of the total amount of the Bid. Failure to include the Bid Bond in envelope A of the Bid shall result in the Bid being rejected as non-responsive.

The amount payable to the City under the Bid Bond or the certified or cashier's check, as the case may be, shall be forfeited to the City in case of a failure or neglect of the Bidder to furnish, execute, and deliver to the City required Performance and Payment Bonds, Evidences of Insurance, necessary forms or material required by the Bid or failure to enter into, execute and deliver to the City the Contract on the form provided therefore, within ten (10) working days after receipt of "Notice of Intent to Award Contract" by the City that the Contract is ready for execution. The "Award of Contract" will be made upon the execution of the Contract by the Bidder and the City.

F. Return of Bid Guarantee

Within thirty (30) days after the Bids are opened, the City will return the Bid Guarantees accompanying the Bids, which are not to be considered in making the award. The bid Guarantees of the three (3) lowest responsive Bids will be held until the Contract has been fully executed after which time the Guarantees will be returned to the respective Bidders whose Bids the Guarantees accompanied.

G. Contract Time

The Contract Time is an essential part of the Contract and it will be necessary for each Bidder to satisfy the City of his ability to complete the work within the time set forth in the Bid form. Provisions for delays, liquidated damages, and extensions of time are set forth in the Standard Construction Specifications. Time is of the essence in this contract.

H. Bids

1. Preparation of Bids

Bids must be submitted on the forms provided by the city and completed in all respects as required by the Bid Documents. Bids shall include all information requested herein, and be manually signed by the Bidder or the Bidder's duly authorized representative, with the Bidder's address and phone number. If the signature is by an agent, other than an Officer of a Corporation, or a member of a Co-partnership, a Power of Attorney must be on file with the City Clerk prior to opening the Bid or submitted in envelope B of the Bid; otherwise, the Bid will be disregarded as irregular and unauthorized, and will be rejected as non-responsive. All Bids must be regular in every respect, and no alterations shall be made to the Bid form.

If erasures or changes appear on the forms, each must be initialed by the person signing the Bid. No oral, telegraphic or telephone proposals will be considered.

Bids will be received at the City Clerk's Office located at 491 East Pioneer Avenue, Homer, Alaska 99603, until the time indicated on the Invitation to Bid. Each Bid shall be submitted enclosed in a sealed, opaque envelope. The Bidder shall see that the Bid title and date of Bid opening is on the lower left-hand corner of the envelope. The City is not responsible for the premature opening of, or failure to open, a bid not properly addressed and identified. Promised overnight delivery from the Post office or private carriers usually is an inaccurate statement for Alaska and Homer Area.

No consideration will be given by the city to a claim of error unless such claim is made to the city in writing within two (2) hours after the time of Bid opening. Written verification and supporting evidence of the error shall be delivered to the City Clerk within 24 hours of the Bid Opening (not including Saturday, Sunday or legal holidays) to allow consideration of the claim for error. Supporting evidence shall be original documents, including cost breakdown sheets, supplier quotes and other documents used to compute the Bid.

It is the bidder's responsibility to see that Bids are deposited at the time and place set forth for the public opening of Bids. Bids not received by the time will not be accepted and will be returned to the Bidder in the sealed bid envelope.

I. Local Bidders Preference

The City of Homer Local Bidder Preference applies to this contract.

IV. BID SCHEDULE
Part A

Bid Schedule (BS)

City of Homer

BID SCHEDULE - SUMMARY

Old Harbormaster Building Demolition Project 2015

Total Project Cost:

\$ _____
In Numbers (Lump Sum)

\$ _____
In Words (Lump Sum)

Name of Firm:

Typed or Printed Name

Address of Firm:

Authorized Signature:

Typed or Printed
Name of Signatory:

Title of Signatory:

Date of Bid:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

Hereinafter called the PRINCIPAL, and _____

a Corporation duly organized under the laws of the State of Alaska having its principal place of business at _____

In the State of Alaska, and authorized to do business in the State of Alaska, as SURETY, are held and firmly bound unto the City of Homer hereinafter called the OBLIGEE, in the penal

sum of _____ DOLLARS (\$ _____) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL has herewith submitted his or its BID for _____

_____ said Bid, by reference thereto, being hereby made a part hereof.

NOW, THEREFORE, if the Bid submitted by the PRINCIPAL is accepted and the Contract awarded to the PRINCIPAL, and if the PRINCIPAL shall execute the proposed Contract and shall furnish such Performance and Payment Bond as required by the Contract Documents within the time fixed by the documents, then this obligation shall be void: if the PRINCIPAL shall fail to execute the proposed Contract and furnish the Bond, the SURETY hereby agrees to pay the OBLIGEE the penal sum as liquidated damages:

Signed and sealed this _____ Day of _____, 2015.

PRINCIPAL: _____

BY: _____

SURETY: _____

ATTORNEY-IN-FACT: _____

Part B

ADDENDA ACKNOWLEDGMENT

Project Name: **Old Harbormaster Building Demolition Project 2015**

I hereby acknowledge addenda numbers:

Name of Firm: _____

Signature of Bidder: _____

Date: _____

This Acknowledgement must be included with Part B of the Bid or the Bid will be considered non-responsive.

City of Homer

Equal Employment Opportunity (EEO – 1) CERTIFICATION

The following Certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)) and must be submitted by BIDDERS and proposed SUBCONTRACTORS in connections with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5 (generally only contracts or subcontracts of \$10,000 or under are exempt.) Proposed PRIME CONTRACTORS and SUBCONTRACTORS who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports, should note the 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period as specified by the Federal Highway Administration; by the Director, Office of Federal Contract Compliance Programs, U.S. Department of Labor; or by the Equal Employment Opportunity Commission.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations. The Employer Information Report EEO-1 (Standard Form 100) is not a voluntary survey. The filing of the report is in accordance with Standard Form 100 instructions and is required by Federal law. The applicable law is Section 709©, Title VII, Civil rights Act of 1964 and regulations issued by the Equal Opportunity Commission under that law are reprinted in Appendix (6). Under Section 710(b) of Title VII, the Commission may obtain an order from a United States District Court compelling a covered employer to file this report. Under Section 209 (a) of Executive Order 11246, the penalties for failure by a Federal contractor or subcontractor to comply may include termination of the Federal government contract and debarment from future Federal contracts.

It is the employer's responsibility to keep current on all EEO-1 filing requirements. All inquiries and requests for special procedures should be directed to: Office of Federal Contract Compliance Programs, Department of Labor, Federal Building/U.S. Court House, 701 C Street, Box 55, Anchorage, AK 99513. Blank reporting forms may be obtained from: The Joint Reporting committee, P.O. Box 2236, Norfolk, Virginia 23501 (804) 625-3734.

-EEO-1-

Page 1 of EEO-Certification

(CHECK APPLICABLE BLOCK) The BIDDER _____ or proposed SUBCONTRACTOR _____ hereby certifies:

1. Their firm has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause as required by Federal Executive Order 11246, Section 201 (301 F.R. 12319) YES _____ NO _____

A. Their firm has filed all reports due under the applicable filing requirement with the Joint Reporting Committee Opportunity Commission as stated in this certifications. YES _____ NO _____

2. Their firm has participated in a previous City of Homer construction contract or subcontract. YES _____ NO _____

A. Their firm has filed all the EEO reports due under applicable filing requirements of the city of Homer Department of Public Works. YES _____ NO _____

Signature of Authorized Representative of Company

Date

Name of Company

Phone Number

Address of Company

Zip Code

PROJECT NAME - Old Harbormaster Building Demolition Project 2015

This certificate (2 pages) needs to be included with the Bid Documents Part B or the Bid will be considered non-responsive.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees to comply with OFCC Regulations 40 CFR 60.1.4 (1) through (7) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of executive order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the secretary of labor, or pursuant thereto, and will permit access of his books, records, and accounts by the contracting agency and the secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in executive order 11246 of September 24, 1965 and such other sanctions may be imposed and remedies invoked as provided in executive order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965 so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however that in the event the contractor

-OC1-

becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Title)

(Date)

This form (2 pages) must be included with the Bid, Part B, or the Bid will be considered non-responsive.

-OC2-

V. Contract Documents

C O N T R A C T

This Contract, made and entered into by and between the City of Homer, Alaska, a Municipal Corporation, hereinafter called the "City" and

Hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the City and of the covenants and agreements herein contained, hereby agrees at his own cost and expense to do all the work and furnish all the materials, tools, labor and all appliances, machinery and appurtenances for City to the extent of the Bid made by the contractor, dated the _____ day of _____, 2015, all in full compliance with the Contract documents referred to herein as:

Old Harbormaster Building Demolition Project 2015

- a) Invitation to Bid
- b) The signed copy of the Bid
- c) The Bid Bond
- d) The 2011 City of Homer Standard Construction Specifications
- e) All Addenda, totaling ____
- f) The drawings which consist of 0 sheets.

Are hereby referred to and reference made a part of the Contract as fully and completely as if the same were fully set forth herein.

In consideration of the performance of the work as set forth in these Contract Documents, the city agrees to pay to the contractor the amounts specified bid in the Bid and to make such payments upon the Contractor's invoicing as approved by the City Engineer.

C O N T R A C T

CONTRACT COMPLETION TIME

The Contractor agrees to complete the project, in all respects no later than **October 15, 2015**.

CONTRACT AMOUNT

In Numbers

In Words

LIQUIDATED DAMAGES:

Liquidated damages in the amount of \$250.00 per day will apply to the Contractor's unexcused delay in the Completion of Construction. The liquidated damage amount specified herein shall only apply to damages and expenses the Owner may incur as a result of a delay in placing the facility into use and operation exclusive of third party damages or claims. The liquidated damage amount shall not cover any damages or expenses the Owner may incur as a result of the Contractor's unexcused delay in completing any portion of the entire Project, which delay results in whole or in part in delay, disruption, hindrance, interference, damages or expenses to any third party. The Contractor shall remain liable for the full amount of any such delay damages or expenses suffered by any third party without limitation by any liquidated damage provision set forth in the Contract.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this __ day of _____, 2015.

CITY OF HOMER

By: _____

Title: Mary K. Koester, Homer City Manager

CONTRACTOR

(Contractor)

By: _____

Title: _____

VI. Project Schedule

Old Harbormaster Building Demolition Project 2015

No Later Than

Bids Due.....2:00 PM, Thursday, July 30th 2015
Award Date.....August 11, 2015
Pre-Construction meeting and Notice to Proceed.....August 21, 2015
Complete by.....October 15 2015

VII. Special Provisions

SPECIAL PROVISIONS

General Conditions of the Contract

The General Provisions of this contract shall be those of the City of Homer Standard Construction Specifications, 2011 Edition, Section 10. (These provisions are available on the City’s website – <http://www.cityofhomer-ak.gov/publicworks/standard-construction-specifications>).

Applicable Prevailing Wage Rates

If the Contract amount is greater than \$25,000, the Contractor is required to pay State of Alaska Department of Labor or Workforce Development Laborers’ & Mechanics’ Minimum Rates of Pay. Contractor is required to submit State of Alaska Department of Labor Certified Payrolls in accordance with the State Department of Labor requirements, including submittal of signed Statements of Compliance.

Compliance questions regarding State wage requirements should be directed to:

Warren E. Petrasek
Wage and Hour Investigator
Wage and Hour Administration
Anchorage Regional Office
Telephone: 907-352-2558
Fax: 907-352-4182
Email: warren.petrasek@alaska.gov

Insurance Requirements

The Contractor shall provide the following types of insurance prior to starting work (see General Conditions - Article 6.18 – Insurance). All Insurance Certificates shall name “City of Homer, Alaska” as an additionally insured party.

1. <u>Worker’s Compensation</u>	<u>Minimum Limits</u>
Employer’s Liability and Workers’ Compensation as required by Alaska State Workers’ Compensation Statutes.	Statutory (no less than \$100K per occurrence)

U.S. Longshoremen & Harbor Workers’ (USL&H).

2. <u>Comprehensive General Liability</u>	<u>Minimum Limits</u>
Single Limit	\$1,000,000
Aggregate	\$2,000,000

- Bodily Injury & Property Damage Liability
- Premises Operations
- Blanket Contractual
- Broad Form Property Damage
- Personal Injury
- Independent Contractors

3. Comprehensive Automobile Liability Minimum Limits

Bodily Injury and Property Damage, including All owned, hired and non-owned vehicles	\$1,000,000
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Violation and Breach of Contract

Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches contract terms or either party terminates for cause or convenience are contained in the General Conditions of the City of Homer Standard Construction Specifications 2011 which provide for such procedures, sanctions and penalties as may be appropriate. See Section 5.30, 5.31., 5.32, and 5.34 of the General Conditions and liquidated damages amount in Contract Documents.

Compliance with Equal Employment Opportunity Provisions of Executive Order 11246

Contractor shall be in compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

Access to Records

Contractor shall provide access by the City of Homer to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall retain all required records for three years after final payments and all other pending matters are closed.

Compliance with State and Federal Environmental Regulations

Contractor shall be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

City Provided Work/Services

The City will provide the following:

1. Disconnection of water, sewer, electrical, and telephone.
2. Discontinuance of public parking on the site during demolition activities.

Contractor Provided Materials/Work

The Contractor is responsible for providing all materials, equipment and labor required to complete the work as specified herein, as shown on the plans, and as directed by the Engineer except for the those items provided by the City; including but not limited to:

- 1) Fencing of the work area (minimum 4' high orange plastic fencing). Particular focus should be made on isolating adjacent harbor trail pedestrians and restroom users from the work area.
- 2) Removal and properly dispose of florescent lighting fixture ballasts. Follow all recommendation of the City provided hazardous material survey (see bid documents).
- 3) Demolition and removal of building, appurtenances, and all contents, including foundation piles to 12" below grade.

Provide a site specific Safety plan.

VIII. Appendices

Local Bidder Preference

A local bidder preference shall be incorporated into the award of this contract based on the following criteria:

- A Bidder who maintains and operates a business within the boundaries of the City of Homer shall be considered the lower Bidder where its offer is:
 1. Not more than five percent (5%) higher than the lowest non-local bid up to five hundred thousand dollars (\$0 - \$500,000) or;
 2. Not more than five percent (5%) higher than the lowest non-local bid on the first five hundred thousand dollars (\$500,000) and two and ½ percent (2.5%) higher than the lowest non-local bid on an amount greater than five hundred thousand dollars (\$500,000) to one million dollars (\$1,000,000). There will be no additional local bidder preference percentage for bid amounts exceeding one million dollars (\$1,000,000).
- A Bidder shall be deemed a Local Bidder who:
 1. Holds a current Alaska Business License to provide the services requested by this contract; and
 2. Submits a bid under the name appearing on the firm's current Alaska Business License; and
 3. Has maintained a place of business within the boundaries of the City of Homer for a period of at least six (6) months immediately preceding the date of the Bid and intends to permanently maintain such place of business in the future; and
 4. Is not delinquent in the payment of any taxes, charges, or assessments owed to the City of Homer on account of that business.

The City Manager may require such documentation or verification by the person or firm claiming to be a local bidder as deemed necessary to establish the qualifications stated in this section.



Hazardous Building Materials Inspection

Harbor Master Office

Homer, Alaska

Client

City of Homer
491 E Pioneer Ave
Homer, AK 99603



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ACRONYM LIST

ACM	Asbestos Containing Materials
AHERA	Asbestos Hazard Emergency Response Act
ASHARA	Asbestos School Hazard Abatement Reauthorization Act
ASTM	American Society for Testing and Materials
CFR	Code of Federal Regulations
COC	Chain of Custody
DSO	Disposal Site Operator
EPA	Environmental Protection Agency
HAZWOPER	Hazardous Waste Operations and Emergency Response
HBMS	Hazardous Building Materials Survey
HUD	Housing and Urban Development
LBP	Lead-Based Paint
LBPPPA	Lead-Based Paint Poisoning Prevention Act
mg/cm ²	milligrams per square centimeter
mg/L	Milligrams per Liter
NESHAP	National Emissions and Standards for Hazardous Air Pollutants
NIOSH	National Institute of Occupational Safety and Health
NVLAP	National Voluntary Lab Accreditation Program
OSHA	Occupational Safety and Health Administration
PLM	Polarized Light Microscopy
PPE	Personal Protective Equipment
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation Recovery Act
TCLP	Toxic Characteristic Leachate Procedure
TSCA	Toxic Substance Control Act
XRF	X-Ray Fluorescence

EXECUTIVE SUMMARY

The City of Homer (herein CoH) contracted Satori Group, Inc. (herein Satori) to prepare a Hazardous Building Material Survey (HBMS) to support a future demolition project of the old Harbormaster Office building located in Homer, Alaska. Sampling of suspect hazardous materials was conducted to ensure compliance with Occupational Safety and Health Administration (OSHA) Worker Protection Standards and United States Environmental Protection Agency (USEPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) standards for demolitions. The inspection focused on identifying the existence and quantity of asbestos containing materials (ACM), lead-based paint (LBP), mercury containing items, and Poly Chlorinated Bi-phenyls ballasts within the building. The information obtained is intended to guide the future demolition of the building.

Asbestos Containing Materials Identified

All samples collected during the survey were analyzed by Polarized Light Microscopy (PLM) Method 600/R-93/116. Environmental Protection Agency (EPA) and OSHA regulations define ACM as “any material that contains greater than 1% asbestos”. These materials must be treated as regulated material, and if removed, must be done by State of Alaska certified abatement workers. Review of laboratory analyses revealed none of the analyzed samples contained asbestos greater than 1%.

Gaskets on piping in the building were presumed to be asbestos containing material (PACM).

Lead-Containing Materials Identified

Inspection for lead was performed using a Niton XL3t Gold Spectrum X-ray Fluorescence (XRF) Analyzer. Lead based paint (LBP) is defined by 40 CFR 745 as containing greater than 1.0 milligram/square centimeter (1 mg/cm²) of lead. Inspection and sampling found no LBP is present at positive concentrations greater than 1.0 mg/cm² in components.

Other Hazardous Materials Identified

During the inspection, Mr. Caldwell found and identified potential mercury containing items, and PCB ballasts within the building. The following amounts of items have been identified:

- Possible PCB Ballasts 77 EA
- Mercury containing florescent light bulbs 154 EA

These materials should be removed by workers with proper training. All removed hazardous items must be disposed of appropriately.

1.0 INTRODUCTION

The City of Homer plans to demolish the building to support future development of the area. On May 23, 2015, Satori conducted a HBMS in accordance with OSHA and EPA regulations regarding demolitions and worker safety. The focus of the survey is to determine if ACM, LBP, mercury containing items, or PCB ballasts are present that will need to be removed before demolition.

1.1 *Building Description*

The property is located at 4350 Homer Spit Road in Homer, Alaska. The building consists of one floor with three distinct areas. Based on verbal conversations with previous tenants, the building was originally a restaurant before two separate office areas were added over the course of 20 years.

The exterior of the building consist of wood T-111 siding throughout with vinyl windows. The roof appears homogeneous with asphaltic shingles and felt paper. A wood decked handicap ramp runs parallel to the front door to allow for wheel chair access. Underneath the building was not accessible during the survey.

The interior is divided into three separate areas. The main common area consists of Gypsum Wall Board (GWB) and textured plywood walls. The flooring is a mixture of carpet and vinyl over ½ inch particle board attached to the subfloor. Only one layer of flooring was observed during the inspection. Acoustic Ceiling Tile (ACT) exists below a plywood ceiling containing BAT insulation and wood joists.

The office area consists of three offices and separate men's/women's bathrooms. The flooring is all carpet and homogeneous with the common area carpet. All the walls are GWB and homogenous. Both bathroom walls and floors also contain GWB and vinyl

The back area consists of a large common room combining two separate offices and a unisex bathroom. The flooring in this area is vinyl tile on particle board. The walls are a mixture of wood and GWB. The ceiling is ACT with a partial plywood ceiling in some areas. The unisex bathroom contains GWB walls and vinyl flooring. The mechanical room contains the telephone area, storage lockers, and the breaker box.

1.2 *Asbestos Overview*

Asbestos is a naturally occurring mineral. Chrysotile, Amosite, Crocidolite, Tremolite, Anthophyllite, and Actinolite are all types of asbestos fibers. Asbestos is divided into two mineral groups: Serpentine and Amphibole. The division between the two types of asbestos is based upon the crystalline structure. Serpentine have sheet or layered structure where Amphiboles have a chain-like structure. As the only member of the Serpentine group, Chrysotile is the most

common type of asbestos found in buildings. Also known as “white asbestos”, Chrysotile makes up approximately 90%-95% of all asbestos contained in buildings in the United States.

Asbestos is referred to as “friable” or “non-friable” for classification purposes by the Asbestos National Emissions and Standards for Hazardous Air Pollutants (NESHAP). Friable asbestos is defined as “crumbled or reduced to powder by hand pressure”. Asbestos which is friable or has become friable has a greater likelihood of releasing asbestos fibers into the air.

The Asbestos Hazard Emergency Response Act (AHERA) was promulgated in 1986. AHERA mandated that the EPA develop regulations for addressing asbestos in schools. The mandatory AHERA inspector requirement was implemented for any person who performs ACM inspections on public and commercial buildings; however it failed to include residential apartments or detached single family homes. The Asbestos School Hazard Abatement Reauthorization Act (ASHARA), enacted in 1990 and implemented in 1994, governs the training that asbestos workers, inspectors, supervisors, plan management writers, and abatement designers must receive to become accredited. AHERA instituted the training requirement for any person who inspects for ACM following a recommendation by ASHARA.

Asbestos in buildings does not mean there is an endangerment to workers or occupants unless the condition of the asbestos is damaged or will become damaged or friable due to human or environmental influences.

1.3 Lead Overview

Lead is a heavy, soft, easily worked, silver-bluish metal that is mined out of the earth. Lead has been used for many different applications throughout the centuries. It has been used in pipes, lining for storage vessels, glazing in pottery, added to paint, roofing, electrical conduits, and combined with other metals.

Lead is added to paint for three main reasons: pigment, added durability and corrosion control, and as a drying agent. The use of LBP declined due to the introduction of latex and titanium oxide paints. In 1971, Congress made the Lead-Based Paint Poisoning Prevention Act (LBPPPA) which gave a limit to the amount of lead paint could contain. Later, Congress passed legislation to reduce LBP hazards called the Residential Lead Hazard Reduction Act (Title X). The Housing and Urban Development (HUD) agency next created the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing based on the requirements set forth in Section 402 of Title X. The development of Title X was largely to support reduction of LBP hazards in housing, especially target housing where a potential for childhood lead poisoning exists. The Title X Guidelines use a Federal limit for lead in paint as 1.0 mg/cm² or more than 0.5% by weight.

Section 402 of the Toxic Substance Control Act (TSCA) details the requirements and certifications needed to conduct LBP inspections and risk assessments as well as training and certification needed for project designers, supervisors, and abatement workers. OSHA also regulates worker exposure to lead during disturbance activities in 29 CFR 1926.62.

All construction work activities where employees may be exposed to lead are regulated by Federal OSHA under 29 CFR 1926.62. There are no regulation requirements to remove LBP from buildings prior to demolition. However, OSHA worker protection requirements must be adhered to by employers and employees when any lead-containing materials are disturbed. Burning of lead-containing materials is not allowed due to the hazardous nature of the fumes.

Lead-containing materials must be tested using the Toxic Characteristic Leachate Procedure (TCLP) determination (exceeding 5.0 milligrams per Liter) to determine if it should be treated as hazardous waste. The EPA and disposal site operator (DSO) regulate the disposal of lead-containing building materials. Lead-containing hazardous wastes must be disposed in proper containers with disposal permits and waste manifests.

2.0 SAMPLING AND ANALYSIS

2.1 Sampling Protocol

All of the areas were visually inspected to identify suspect material. Suspected materials within these sections were further inspected to assess damage for classification. Following the visual inspection, destructive testing was done on suspect materials. Sampling was completed using the protocols set forth in AHERA 40 CFR 763. Bulk samples were then sent to an accredited lab for analysis.

The Niton XL3t Gold Spectrum Analyzer (XRF) used for this survey irradiates the paint on a given surface causing lead in the paint, if present, to emit a characteristic frequency of X-ray radiation. The instrument identifies and counts these X-rays to determine a lead concentration. The intensity of this radiation is measured by the detector and is related to the amount of lead in the paint. The lead concentration results are reported in milligrams per square centimeter (mg/cm²).

Measurements were taken at point's representative of all paint and varnished surfaces in the inspected areas. In order to obtain a reading, the XRF analyzer is placed with the face of the instrument flush against the surface to be tested. It is then held in place for the duration of the sample, taking approximately 20 source seconds or until the measurement has reached an acceptable range of accuracy as determined by the inspector.

Section 3 contains detailed sample location maps for each floor.

2.2 Bulk sampling

Mr. Alan Caldwell of Satori conducted the asbestos survey and performed the bulk sampling. Mr. Caldwell is certified as an AHERA Inspector in accordance with 40 CFR 763 and a certified Lead-Based Paint Risk Assessor in accordance with 40 CFR 745. Mr. Caldwell was responsible for collecting suspect ACM for analysis, cataloging samples for Chain-of-Custody (COC) records, and recording diagrams of asbestos testing locations and XRF reading locations.

A total of 24 different suspect materials were visually identified for sampling: GWB/JC, cove base, ceiling tiles, wall texture, roofing, and caulk.

Satori considered the following materials to be homogeneous under the AHERA regulation. The definition of homogenous is “any area of surfacing materials, thermal system insulation materials, or miscellaneous material that is uniform in color and texture”.

- Acoustic ceiling tiles throughout the building
- GWB/JC throughout the building
- Vinyl flooring in bathrooms
- Cove base throughout
- Wall texture on wood
- Roofing
- Exterior caulking

All disturbances during asbestos sampling were done using hand tools and water to minimize the potential for any airborne hazards. When possible, repairs were done to disturbed areas to mitigate any further spread of contamination if it existed. After disturbances were complete, the area was cleaned with a High Efficiency Particulate Air (HEPA) vacuum to ensure exposures to potentially hazardous materials were minimized. The location (building / room), composition or substrate description, and matrix of each bulk sample collected were recorded. Sample location maps are located in Appendix A.

No destructive testing was done during the lead survey.

2.3 Laboratory Analysis

Satori utilized LA Testing, located in Los Angeles, California for asbestos sample analysis. LA Testing holds a current National Voluntary Lab Accreditation Program (NVLAP) accreditation for all appropriate fields-of-testing. All samples were shipped via FedEx and packaged with bubble wrap. Specifically designated containers were used to minimize disturbance or damage of samples. COC documents accompanied all shipments to LA Testing and required a

signature from the laboratory upon receipt. The COC documents are located in Appendix B: Chain-of-Custody Records.

All asbestos bulk samples were analyzed using PLM EPA 600/R-93/116 Method. The LA Testing bulk asbestos sample results are located in Appendix C.

3.0 RESULTS OF SAMPLE ANALYSIS

3.1 Asbestos PLM Results – ACM Identified

A total of 24 samples were collected during the survey. All samples collected during the survey were analyzed by Polarized Light Microscopy (PLM) Method 600/R-93/116. EPA and OSHA regulations define ACM as “any material that contains greater than 1% asbestos”. Laboratory analysis showed that none of the samples tested at levels greater than 1%.

Gaskets on the piping in the mechanical building were presumed to be asbestos containing material (PACM).

Asbestos sample results are presented in Table 1.

3.2 Lead Niton XL Spectrum Analyzer Results

A total of 59 samples for lead based paint were analyzed using a Niton XL3t Gold Spectrum Analyzer (XRF). Lead based paint is defined by EPA, under regulation 40 CFR 745 as paint containing 1.0 mg/cm² or more of lead. None of the samples contained lead above the EPA limit.

Lead sample results are presented in Table 2.

Table 1: PLM Analysis Results

Bulk sample #	Room/location	Description of Material	Condition of Material	Friable/Non Friable	LA Testing Results
Interior					
B0523-01	Office Area #1	Ceiling Tile	Good	Non Friable	None Detected
B0523-02	Main Office Area	Ceiling Tile	Good	Non Friable	None Detected
B0523-03	Back Area Hallway	Ceiling Tile	Good	Non Friable	None Detected
B0523-04	Common Area	GWB/JC	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-05	Common Area	Cove Base Mastic	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-06	Common Area	Carpet Glue	Good	Non Friable	None Detected
B0523-07	Office Area #3	GWB/JC	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-08	Office Area #3	Cove Base Mastic	Good	Non Friable	None Detected
B0523-09	Office Area #1	GWB/JC	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-10	Office Area #1	Cove Base Mastic	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-11	Men's Restroom	Vinyl Flooring	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-12	Men's Restroom	Cove Base Mastic	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-13	Common Area wall	Wall Texture on plywood	Good	Non Friable	None Detected

Table 1 Continued: PLM Analysis Results

Bulk sample #	Room/location	Description of Material	Condition of Material	Friable/Non Friable	LA Testing Results
B0523-14	Common Area wall	Wall Texture on plywood	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-15	Common Area by desk	Vinyl Flooring	Good	Non Friable	None Detected
B0523-16	Storage Closet Back Area	GWB/JC	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-17	Storage Closet Back Area	Vinyl Flooring	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-18	Storage Closet Back Area	Floor Leveling Compound	Good	Non Friable	None Detected
2nd Layer					None Detected
B0523-19	Back Area Entrance	GWB/JC	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-20	Unisex Bathroom	Vinyl Flooring	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
B0523-21	Office Area #2 Back Area	Vinyl Flooring	Good	Non Friable	None Detected
2nd Layer					None Detected
3rd Layer					None Detected
4th Layer					None Detected
5th Layer					None Detected
Exterior					
B0523-22	Front Entry	Asphalt Roofing	Good	Non Friable	None Detected
B0523-23	Back Area Entry	Asphalt Roofing	Good	Non Friable	None Detected
B0523-24	Back Area window	Window Caulking	Good	Non Friable	None Detected

Table 2: Lead Based Paint XRF Results

No	Location	Substrate	Component	Color	Cond.	Test Result	Pb mg/cm ²	Pb Error mg/cm ²
	Calibration					POS	1.02	0.10
	Calibration					POS	1.12	0.10
	Calibration					POS	1.01	0.10
Interior								
9	Hallway	GWB	Wall	Off White	Good	Negative	< LOD	0.03
10	Hallway	GWB	Wall	Off White	Good	Negative	< LOD	0.03
11	Hallway	GWB	Door	Off White	Good	Negative	< LOD	0.03
12	Hallway	GWB	Wall	Off White	Good	Negative	< LOD	0.03
13	Office #3	GWB	Wall	Off White	Good	Negative	< LOD	0.03
14	Office #3	GWB	Wall	Off White	Good	Negative	< LOD	0.03
15	Office #3	GWB	Wall	Off White	Good	Negative	< LOD	0.03
16	Office #3	GWB	Wall	Off White	Good	Negative	< LOD	0.03
17	Hallway	GWB	Wall	Off White	Good	Negative	< LOD	0.03
18	Office #2	GWB	Wall	Off White	Good	Negative	< LOD	0.03
19	Office #2	GWB	Wall	Off White	Good	Negative	< LOD	0.03
20	Office #2	GWB	Wall	Off White	Good	Negative	< LOD	0.03
21	Office #2	GWB	Wall	Off White	Good	Negative	< LOD	0.03
22	Office #1	GWB	Wall	Off White	Good	Negative	< LOD	0.03
23	Office #1	GWB	Wall	Off White	Good	Negative	< LOD	0.03
24	Office #1	GWB	Wall	Light Blue	Good	Negative	< LOD	0.05
25	Office #1	GWB	Wall	Off White	Good	Negative	< LOD	0.08
26	Hallway	GWB	Wall	Off White	Good	Negative	< LOD	0.03
27	Men's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03

Table 2: Lead Based Paint XRF Results Continued

No	Location	Substrate	Component	Color	Cond.	Test Result	Pb mg/cm ²	Pb Error mg/cm ²
28	Men's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
29	Men's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
30	Men's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
31	Women's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
32	Women's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
33	Women's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
34	Women's Restroom	GWB	Wall	Off White	Good	Negative	< LOD	0.03
35	Hallway	GWB	Wall	Blue	Good	Negative	< LOD	0.03
36	Hallway	GWB	Wall	Blue	Good	Negative	< LOD	0.03
37	Hallway	GWB	Wall	Blue	Good	Negative	< LOD	0.03
38	Common Area	Wood	Trim	Green	Good	Negative	< LOD	0.03
39	Common Area	GWB	Wall	White	Good	Negative	< LOD	0.03
40	Common Area	Wood	Trim	Green	Good	Negative	< LOD	0.04
41	Common Area	Wood	Casing	White	Good	Negative	< LOD	0.03
42	Common Area	Wood	Wall	White	Good	Negative	< LOD	0.04
43	Common Area	Wood	Trim	Green	Good	Negative	< LOD	0.03
44	Back Area	Wood	Casing	White	Good	Negative	< LOD	0.03
45	Back Area	Wood	Wall	White	Good	Negative	< LOD	0.03
46	Back Area	Wood	Trim	Green	Good	Negative	< LOD	0.03
47	Back Area	Wood	Casing	Green	Good	Negative	< LOD	0.03
48	Back Area	Wood	Wall	White	Good	Negative	< LOD	0.03
49	Office #5	Wood	Casing	Green	Good	Negative	< LOD	0.03

Table 2: Lead Based Paint XRF Results Continued

No	Location	Substrate	Component	Color	Cond.	Test Result	Pb mg/cm ²	Pb Error mg/cm ²
50	Office #5	Wood	Door Casing	White	Good	Negative	< LOD	0.03
51	Office #5	Wood	Casing	Green	Good	Negative	< LOD	0.03
52	Office #5	GWB	Wall	White	Good	Negative	< LOD	0.03
53	Office #5	GWB	Wall	White	Good	Negative	< LOD	0.08
54	Office #5	Wood	Trim	White	Good	Negative	< LOD	0.03
55	Office #5	GWB	Wall	Green	Good	Negative	< LOD	0.03
56	Office #5	GWB	Wall	Tan	Good	Negative	< LOD	0.03
57	Mech Room	Wood	Door Casing	Brown	Good	Negative	< LOD	0.03
58	Mech Room	Wood	Trim	White	Good	Negative	< LOD	0.03
59	Mech Room	Wood	Wall	Light Green	Good	Negative	< LOD	0.03
60	Mech Room	Wood	Wall	Brown	Good	Negative	< LOD	0.03
61	Unisex Bathroom	Wood	Wall	Off White	Good	Negative	< LOD	0.03
62	Unisex Bathroom	Wood	Wall	Off White	Good	Negative	< LOD	0.05
63	Unisex Bathroom	Wood	Wall	Off White	Good	Negative	< LOD	0.03
64	Unisex Bathroom	Wood	Wall	White	Good	Negative	< LOD	0.03
65	Unisex Bathroom	Wood	Stall	White	Good	Negative	< LOD	0.03
66	Office #4	Wood	Wall	White	Good	Negative	< LOD	0.03
67	Office #4	Wood	Wall	White	Good	Negative	< LOD	0.03
68	Office #4	Wood	Wall	White	Good	Negative	< LOD	0.03
Exterior								
69	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
70	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
71	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.08
72	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03

Table 2: Lead Based Paint XRF Results Continued

No	Location	Substrate	Component	Color	Cond.	Test Result	Pb mg/cm ²	Pb Error mg/cm ²
73	A	Wood	Deck	Blue	Good	Negative	< LOD	0.03
74	A	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
75	A	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
76	A	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
77	B	Wood	Window Trim	Blue	Good	Negative	< LOD	0.03
78	B	Wood	Window Trim	Blue	Good	Negative	< LOD	0.03
79	B	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
80	C	Wood	T-111	Light Blue	Good	Negative	< LOD	0.07
81	C	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
82	C	Wood	Deck	Blue	Good	Negative	< LOD	0.03
83	C	Wood	Deck	Blue	Good	Negative	< LOD	0.03
84	C	Wood	Railing	Blue	Good	Negative	< LOD	0.03
85	C	Wood	Railing	Blue	Good	Negative	< LOD	0.03
86	C	Wood	Spindle	Blue	Good	Negative	< LOD	0.03
87	C	Wood	Spindle	Blue	Good	Negative	< LOD	0.03
88	C	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
89	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
90	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
91	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
92	D	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
93	A	Wood	T-111	Light Blue	Good	Negative	< LOD	0.03
94	A	Wood	Railing	Blue	Good	Negative	< LOD	0.03
95	A	Wood	Railing	Blue	Good	Negative	< LOD	0.03
	Calibration					Positive	1.06	0.10
	Calibration					Positive	1.08	0.10
	Calibration					Positive	1.05	0.10

4.0 RECOMMENDATIONS

Review of analytical results from Satori's inspection revealed that none of the materials tested contained asbestos greater than 1%.

Satori did not identify any interior or exterior components of the building that tested at concentrations greater than 1.0 mg/cm² of lead.

5.0 SUMMARY

This report presents the findings of the Homer Harbormaster HMBS completed by Satori Group, Inc. It contains contract and introductory information, regulatory framework for hazardous building materials, sampling methods and results, and removal regulatory requirements.

5.1 Limitations

This HBMS has been prepared for the exclusive use of the CoH at this specific location. Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. Satori Group, Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this report. This report is based upon and conducted in accordance with EPA rules in effect at the time of this inspection. Satori has no duty to update this report based on subsequent regulatory changes.

Satori is not responsible for conditions or consequences arising from relevant facts that were concealed, withheld, or not fully disclosed at the time the report was prepared. Areas not accessible at the time of the inspection are excluded from this report. Satori also notes that the facts and conditions referenced in this report may change over time, and that the conclusions set forth here are applicable to the facts and conditions as described only at the time of this report.

We believe that the conditions stated here are factual, but no guarantee is made or implied.



Alan Caldwell
#T-25493-4357
AK-R-8641-4

APPENDIX A: CHAIN OF CUSTODY RECORDS



Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

321511452 -

LATESTING
520 MISSION STREET
SOUTH PASADENA, CA 91030
PHONE: (800)-303-0047
FAX: (323)-254-9962

Company :Satori Group, Inc. - 32EHS30		EMSL-Bill to: <input type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street:1310 E. 66th Avenue, Suite 2		Third Party Billing requires written authorization from third party	
City:Anchorage	State/Province:AK	Zip/Postal Code:99518	Country: United States
Report To (Name):Alan Caldwell		Telephone #: 907-332-0456	
Email Address: acaldwell@gosatori.com; akersten@gosatori.com		Fax #: Purchase Order:	
Project Name/Number: 30096		Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email <input type="checkbox"/> Mail	
U.S. State Samples Taken: Alaska		Connecticut Samples: <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	

Turnaround Time (TAT) Options* - Please Check

3 Hour 6 Hour 24 Hour 48 Hour 72 Hour 96 Hour 1 Week 2 Week

*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.

PCM - Air <input type="checkbox"/> Check if samples are from NY <input type="checkbox"/> NIOSH 7400 <input type="checkbox"/> w/ OSHA 8hr. TWA	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only) <input type="checkbox"/> AHERA 40 CFR, Part 763 <input type="checkbox"/> NIOSH 7402 <input type="checkbox"/> EPA Level II <input type="checkbox"/> ISO 10312	TEM- Dust <input type="checkbox"/> Microvac - ASTM D 5755 <input type="checkbox"/> Wipe - ASTM D6480 <input type="checkbox"/> Carpet Sonication (EPA 600/J-93/167)
PLM - Bulk (reporting limit) <input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%) <input type="checkbox"/> PLM EPA NOB (<1%) Point Count <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) Point Count w/Gravimetric <input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%) <input type="checkbox"/> NYS 198.1 (friable in NY) <input type="checkbox"/> NYS 198.6 NOB (non-friable-NY) <input type="checkbox"/> NIOSH 9002 (<1%)	TEM - Bulk <input type="checkbox"/> TEM EPA NOB <input type="checkbox"/> NYS NOB 198.4 (non-friable-NY) <input type="checkbox"/> Chatfield SOP <input type="checkbox"/> TEM Mass Analysis-EPA 600 sec. 2.5	Soil/Rock/Vermiculite <input type="checkbox"/> PLM CARB 435 - A (0.25% sensitivity) <input type="checkbox"/> PLM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - B (0.1% sensitivity) <input type="checkbox"/> TEM CARB 435 - C (0.01% sensitivity) <input type="checkbox"/> TEM Qual. via Filtration Technique <input type="checkbox"/> TEM Qual. via Drop-Mount Technique
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group		Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm

Samplers Name: Ann Caldwell Samplers Signature: *[Signature]*

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
30523-01	Ceiling tile office area		5/23/15 11.AM
30523-02	Ceiling tile main area		}
30523-03	Ceiling tile common area		
-04	6WB/JC office area		
-05	Cove Base MASTIC		
-06	Carpet MASTIC		
-07	6BB/JC office area		
-08	Cove Base MASTIC		

Client Sample # (s): 30523-01 - 30523-24 Total # of Samples: 24

Relinquished (Client): *[Signature]* Date: 5/26/15 Time: 10 AM

Received (Lab): *[Signature]* (EMSL) Date: 5-27-15 Time: 9:30 AM

Comments/Special Instructions:
TN: 8082 2071 4969



Asbestos Testing Chain of Custody
LA Testing Order Number (Lab Use Only): **22 15 11452 -**

Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled	
B0523-09	6WOB/JC		5/23/15 14h	
-10	Cove Base Mastic		↓	
-11	Vinyl flooring Restroom			
-12	Cove Base Mastic			
-13	Wall texture on wood wall			
-14	Wall texture on wood wall			
-15	Vinyl flooring			
-16	6WOB/JC			
-17	Vinyl flooring			
-18	flooring			
-19	6WOB/JC / cove base mastic			
-20	Vinyl flooring Restroom			
-21	Vinyl flooring			
-22	Asphalt roofing			
-23	Asphalt Roofing			
-24	Caulking window white			
Comments/Special Instructions:				

APPENDIX B: LA TESTING LABORATORY RESULTS



LA Testing

520 Mission Street, South Pasadena, CA 91030

Phone/Fax: (323) 254-9960 / (323) 254-9982

<http://www.LATesting.com>

pasadenalab@lateesting.com

LA Testing Order: 321511452

CustomerID: 32EHS30

CustomerPO:

ProjectID:

Attn: **Alan Caldwell**
Satori Group, Inc
1310 East 66th Avenue
Suite #2
Anchorage, AK 99518

Phone: (907) 332-0456
Fax:
Received: 05/27/15 9:30 AM
Analysis Date: 5/28/2015
Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-01 321511452-0001	CEILING TILE OFFICE AREA	White/Beige Fibrous Heterogeneous	50% Cellulose 20% Min. Wool	20% Perlite 10% Non-fibrous (other)	None Detected
B0523-02 321511452-0002	CEILING TILE MAIN AREA	White/Beige Fibrous Heterogeneous	50% Cellulose 20% Min. Wool	20% Perlite 10% Non-fibrous (other)	None Detected
B0523-03 321511452-0003	CEILING TILE COMMON AREA	Brown/White Fibrous Heterogeneous	50% Cellulose 20% Min. Wool	20% Perlite 10% Non-fibrous (other)	None Detected
B0523-04-Drywall 321511452-0004	GWB/JC OFFICE AREA	Brown/White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
B0523-04-Joint Compound 321511452-0004A	GWB/JC OFFICE AREA	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-04-Caulk 321511452-0004B	GWB/JC OFFICE AREA	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-05-Mastic 1 321511452-0005	COVEBASE MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-05-Mastic 2 321511452-0005A	COVEBASE MASTIC	Brown Non-Fibrous Homogeneous	5% Wollastonite	95% Non-fibrous (other)	None Detected

Analyst(s)

Francisco Moreno (12)

Kieu-anh Pham Duong (38)

Jerry Drapala Ph.D, Laboratory Manager
or other approved signatory

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Samples analyzed by LA Testing South Pasadena, CA NVLAP Lab Code 200232-0, CA ELAP 2283

Initial report from 05/28/2015 15:59:48



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<http://www.LATesting.com>

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Analysis Date: 5/28/2015
Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-06 321511452-0006	CARPET MASTIC	Yellow Non-Fibrous Homogeneous	3% Cellulose	97% Non-fibrous (other)	None Detected
B0523-07-GWB 321511452-0007	6BB/JC OFFICE AREA	Brown/White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
B0523-07-Joint Compound 321511452-0007A	6BB/JC OFFICE AREA	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-08 321511452-0008	COVEBASE MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-09-GWB 321511452-0009	GWB/JC	Brown/White Fibrous Heterogeneous	20% Cellulose	80% Non-fibrous (other)	None Detected
B0523-09-Joint Compound 321511452-0009A	GWB/JC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-10-Cove Base 321511452-0010	COVEBASE MASTIC	Black Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-10-Mastic 321511452-0010A	COVEBASE MASTIC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Kieu-anh Pham Duong (38)

Jerry Drapala Ph.D, Laboratory Manager
or other approved signatory

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Received: 05/27/15 9:30 AM
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Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-10-Joint Compound <i>321511452-0010B</i>	COVEBASE MASTIC	Beige Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-11-Vinyl Flooring <i>321511452-0011</i>	VINYL FLOORING RESTROOM	Gray Fibrous Heterogeneous	20% Cellulose 5% Glass 5% Synthetic	70% Non-fibrous (other)	None Detected
B0523-11-Mastic <i>321511452-0011A</i>	VINYL FLOORING RESTROOM	Black/Beige Non-Fibrous Heterogeneous		100% Non-fibrous (other)	None Detected
B0523-11-Wood Floor <i>321511452-0011B</i>	VINYL FLOORING RESTROOM	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (other)	None Detected
B0523-12-Mastic 1 <i>321511452-0012</i>	COVEBASE MASTIC	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-12-Mastic 2 <i>321511452-0012A</i>	COVEBASE MASTIC	Brown Non-Fibrous Homogeneous	5% Wollastonite	95% Non-fibrous (other)	None Detected
B0523-13-Paint <i>321511452-0013</i>	WALL TEXTURE ON WOOD WALL	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Insufficient texture present for analysis.

Analyst(s)

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Kieu-anh Pham Duong (38)

Jerry Drapala Ph.D, Laboratory Manager
or other approved signatory

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Initial report from 05/28/2015 15:59:48



LA Testing

520 Mission Street, South Pasadena, CA 91030

Phone/Fax: (323) 254-9960 / (323) 254-9982

<http://www.LATesting.com>

pasadenalab@lateesting.com

LA Testing Order: 321511452

CustomerID: 32EHS30

CustomerPO:

ProjectID:

Attn: **Alan Caldwell**
Satori Group, Inc
1310 East 66th Avenue
Suite #2
Anchorage, AK 99518

Phone: (907) 332-0456
Fax:
Received: 05/27/15 9:30 AM
Analysis Date: 5/28/2015
Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-14-Texture/Paint 321511452-0014	WALL TEXTURE ON WOOD WALL	White/Beige Non-Fibrous Heterogeneous			100% Non-fibrous (other) None Detected
Unable to separate					
B0523-14-Mastic 321511452-0014A	WALL TEXTURE ON WOOD WALL	Brown Non-Fibrous Homogeneous			100% Non-fibrous (other) None Detected
B0523-15-Vinyl Flooring 321511452-0015	VINYL FLOORING	Gray Fibrous Heterogeneous	20% Cellulose 5% Synthetic		75% Non-fibrous (other) None Detected
B0523-15-Mastic 321511452-0015A	VINYL FLOORING	Yellow Non-Fibrous Homogeneous			100% Non-fibrous (other) None Detected
B0523-16-GWB 321511452-0016	GWB/JC	Brown/White Non-Fibrous Heterogeneous	20% Cellulose 3% Glass		77% Non-fibrous (other) None Detected
B0523-16-Joint Compound 321511452-0016A	GWB/JC	White Non-Fibrous Homogeneous			100% Non-fibrous (other) None Detected
B0523-17-Vinyl Flooring 321511452-0017	VINYL FLOORING	Beige Fibrous Heterogeneous	20% Cellulose 3% Glass 2% Synthetic		75% Non-fibrous (other) None Detected

Analyst(s)

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Received: 05/27/15 9:30 AM
Analysis Date: 5/28/2015
Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-17-Mastic 321511452-0017A	VINYL FLOORING	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-17-Leveling Compound 321511452-0017B	VINYL FLOORING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-18-Mastic 1 Top 321511452-0018	FLOORING	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-18-Flooring 321511452-0018A	FLOORING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-18-Mastic 2 Bottom 321511452-0018B	FLOORING	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-19-GWB 321511452-0019	GWB/ JC COVEBASE MASTIC	Brown/White Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
B0523-19-Joint Compound 321511452-0019A	GWB/ JC COVEBASE MASTIC	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-19-Mastic 321511452-0019B	GWB/ JC COVEBASE MASTIC	Brown Non-Fibrous Homogeneous	5% Wollastonite	95% Non-fibrous (other)	None Detected

Analyst(s)

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Jerry Drapala Ph.D, Laboratory Manager
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Attn: **Alan Caldwell**
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Phone: (907) 332-0456
Fax:
Received: 05/27/15 9:30 AM
Analysis Date: 5/28/2015
Collected:

Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-20-Vinyl Flooring 321511452-0020	VINYL FLOORING RESTROOM	Gray Fibrous Heterogeneous	20% Cellulose 5% Glass	75% Non-fibrous (other)	None Detected
B0523-20-Mastic 321511452-0020A	VINYL FLOORING RESTROOM	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-20-Leveling Compound 321511452-0020B	VINYL FLOORING RESTROOM	White Non-Fibrous Homogeneous	5% Cellulose	95% Non-fibrous (other)	None Detected
B0523-20-Wood Floor 321511452-0020C	VINYL FLOORING RESTROOM	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (other)	None Detected
B0523-21-Vinyl Flooring 321511452-0021	VINYL FLOORING	Brown Non-Fibrous Heterogeneous	10% Synthetic	90% Non-fibrous (other)	None Detected
B0523-21-Mastic 1 321511452-0021A	VINYL FLOORING	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-21-Mastic 2 321511452-0021B	VINYL FLOORING	Yellow Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected
B0523-21-Leveling Compound 321511452-0021C	VINYL FLOORING	Gray Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

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Project: 30096

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
B0523-21-Wood Floor 321511452-0021D	VINYL FLOORING	Brown Fibrous Heterogeneous	90% Cellulose	10% Non-fibrous (other)	None Detected
B0523-22 321511452-0022	ASPHALT ROOFING	Gray/Black Fibrous Heterogeneous	5% Glass	95% Non-fibrous (other)	None Detected
B0523-23 321511452-0023	ASPHALT ROOFING	Black Fibrous Heterogeneous	15% Glass	85% Non-fibrous (other)	None Detected
B0523-24 321511452-0024	CAULKING WINDOW WHITE	White Non-Fibrous Homogeneous		100% Non-fibrous (other)	None Detected

Analyst(s)

 Francisco Moreno (12)
 Kieu-anh Pham Duong (38)



 Jerry Drapala Ph.D, Laboratory Manager
 or other approved signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%
 Samples analyzed by LA Testing South Pasadena, CA NVLAP Lab Code 200232-0, CA ELAP 2283

Initial report from 05/28/2015 15:59:48

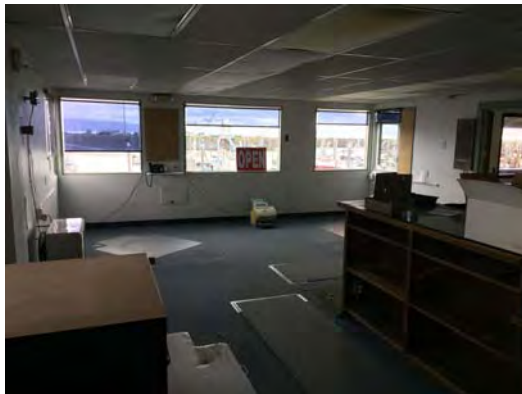
APPENDIX C: PICTURES



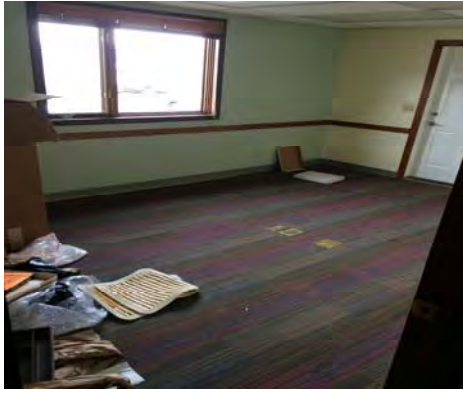
Main Entrance



Common Area



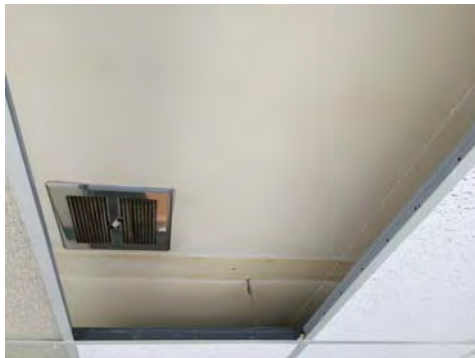
Common Area



Common office



Back Area



Wood Ceiling Common Area



Women's Bathroom

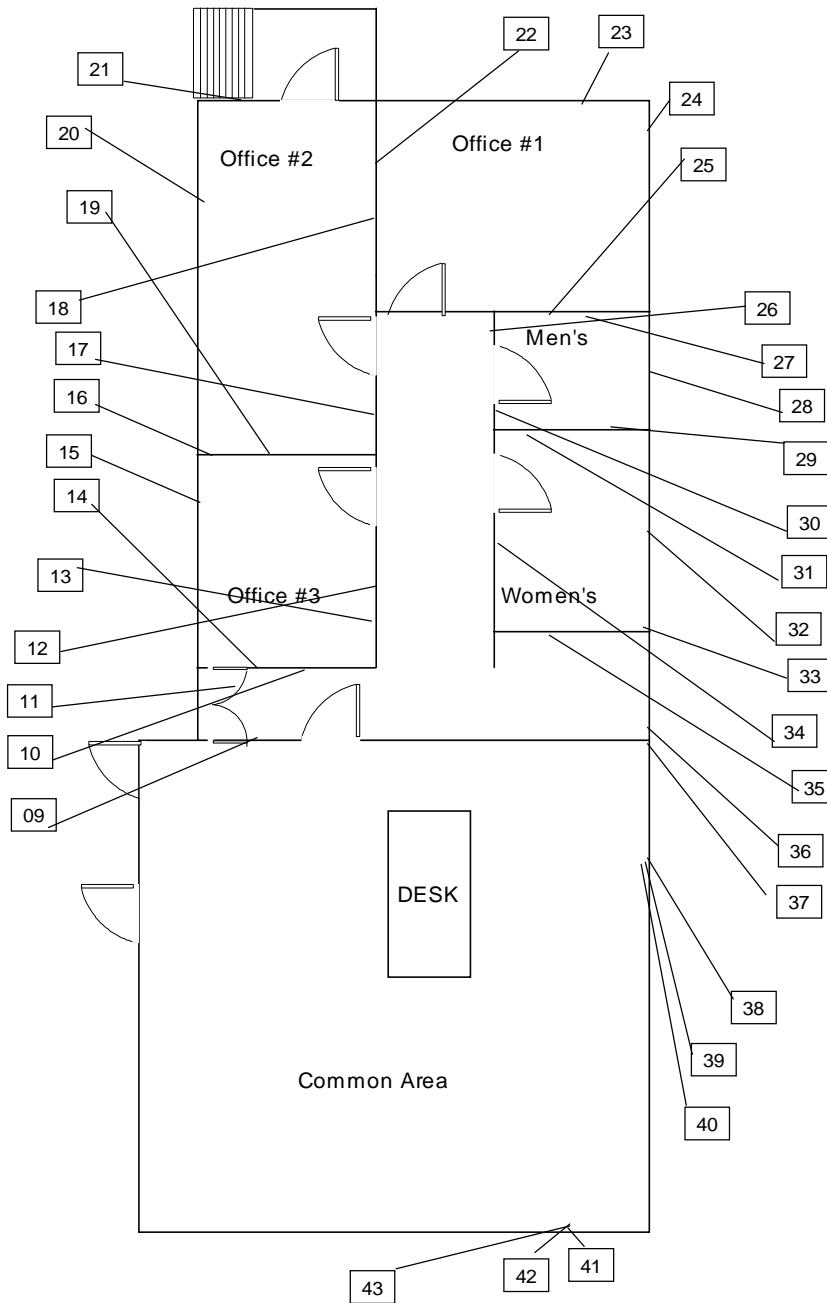


Carpet and glue



Above Ceiling

APPENDIX D: SAMPLE DIAGRAMS



Interior XRF Lead Sample Locations Pt 1

XXX == Sample Negative

XXX == Sample Positive

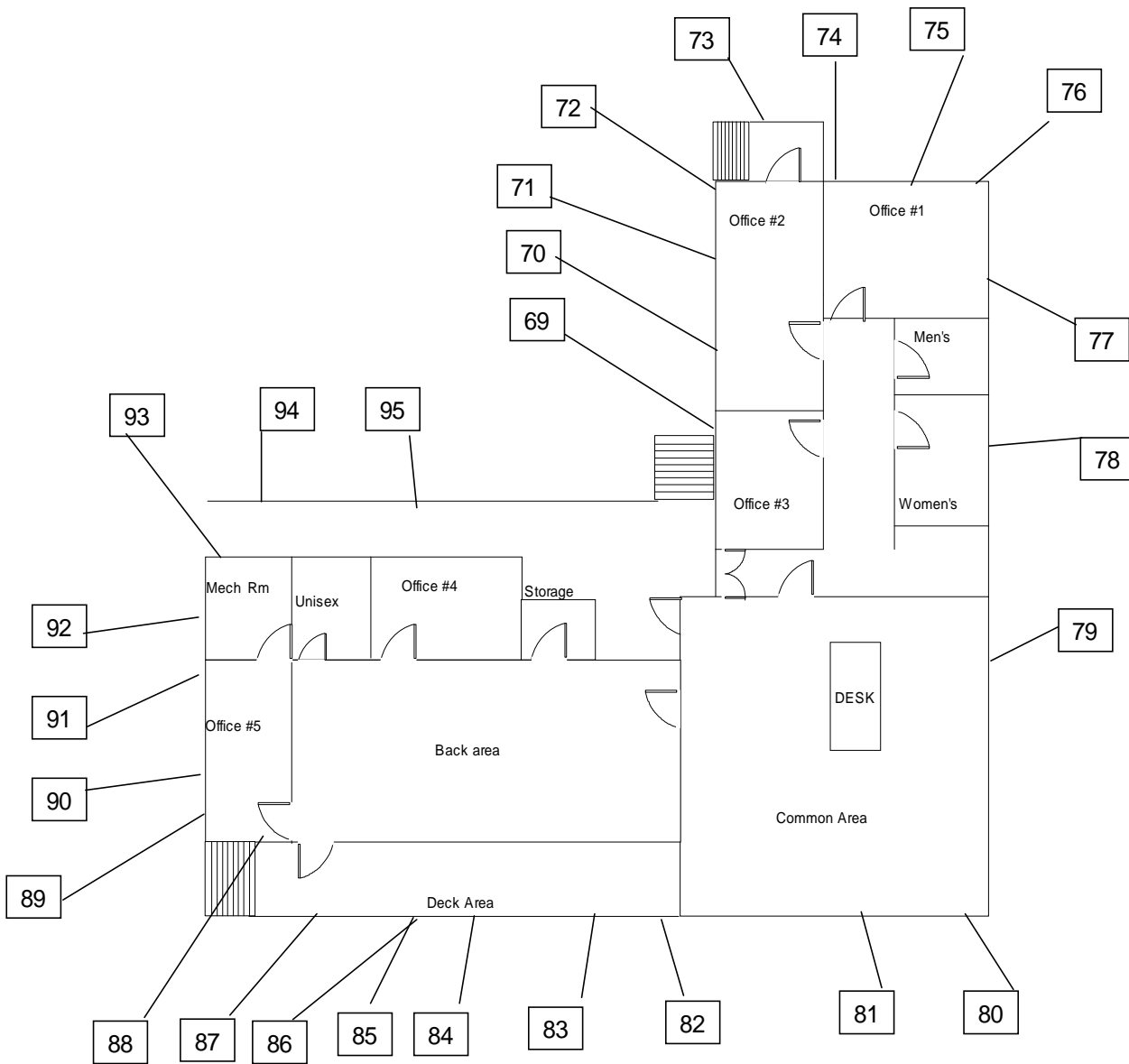
— == Sample location

== Entry door

Satori Group, Inc.

1310 E 66th Ave #2
Anchorage AK 99518
P 907-332-0456
F 907-332-0457

Project Designer:
Alan Caldwell
Project Contact:
Alan Caldwell
Project #
30096
Date:
6-3-15




Exterior XRF Lead Sample Locations

XXX == Sample Negative

XXX == Sample Positive

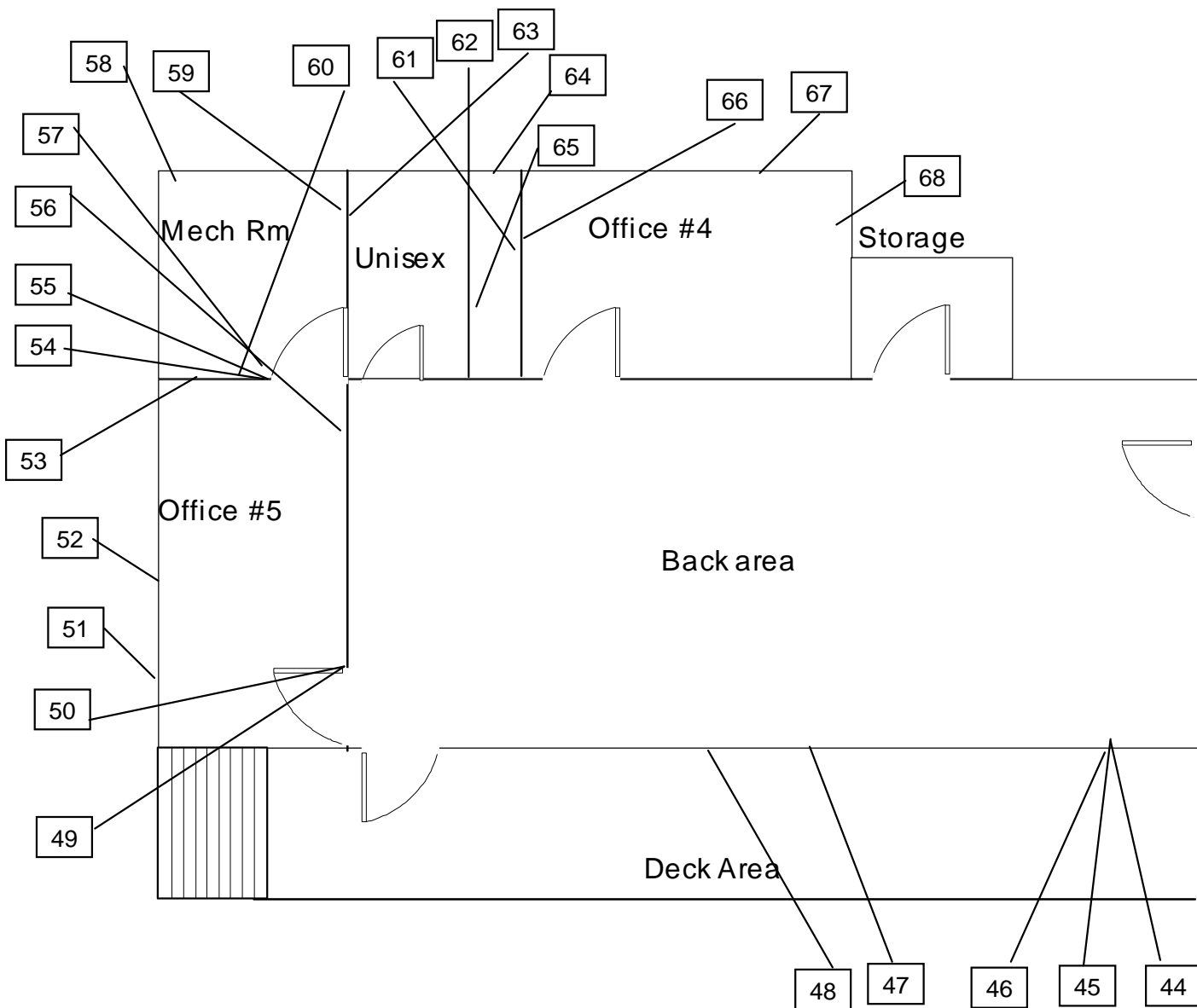
— == Sample location

 == Entry door

Satori Group, Inc.

1310 E 66th Ave #2
Anchorage AK 99518
P 907-332-0456
F 907-332-0457

Project Designer:
Alan Caldwell
Project Contact:
Alan Caldwell
Project #
30096
Date:
6-3-15



Interior XRF Lead Sample Locations Pt 2

XXX == Sample Negative

XXX == Sample Positive

— == Sample location

== Entry door

Satori Group, Inc.

1310 E 66th Ave #2
 Anchorage AK 99518
 P 907-332-0456
 F 907-332-0457

Project Designer:
Alan Caldwell
Project Contact:
Alan Caldwell
Project #
30096
Date:
6-3-15

APPENDIX E: CERTIFICATIONS

United States Environmental Protection Agency

This is to certify that

Alan Michael Caldwell

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as a:

Risk Assessor

In the Jurisdiction of:

Alaska

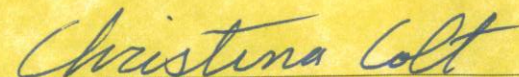
This certification is valid from the date of issuance and expires October 29, 2015

AK-R-8196-4

Certification #

OCT 18 2012

Issued On



Christina Colt, Unit Manager, Solid Waste and Toxics

Office of Air, Waste and Toxics





ENVIRONMENTAL
MANAGEMENT
INCORPORATED

Certificate of Training

T - 25493 - 4357

Certificate Number

This is to certify that

Alan M. Caldwell

has satisfactorily completed 4 hours

of

EPA/AHERA Inspector Refresher

In Accordance With 40 CFR Part 763 Subpart E

Class Start Date: 4/9/2015

Class End Date: 4/9/2015

Glen H. Hasburgh, IH

4/9/2015

Exam Date

4/9/2016

Cert. Exp. Date

Stuart M. Jacques

Director

Environmental Management Inc. 206 E. Fireweed Lane Suite 201, Anchorage Alaska 99503 907-272-8852

IX. Submittals

(Due within two (2) days after bid)

CONTRACTOR'S QUESTIONNAIRE
NOTICE TO CONTRACTORS

Prior to Award, this questionnaire shall be completely filled out for the project upon which a bid is submitted.

A. FINANCIAL

1. Have you ever failed to complete a contract on account of insufficient resources? _____

2. Have you made sufficient arrangements to finance the work? _____
If so, with whom and for what amount? _____

If so, with what company? _____

B. EQUIPMENT

1. Set forth below the equipment which you have available for the work which you propose to do. This equipment should be listed in detail (General statements will not be accepted).

<u>NO.</u>	<u>ITEMS</u>	<u>TYPE</u>	<u>SIZE/CAPACITY</u>	<u>PRESENT VALUE</u>

2. Do you thoroughly understand that in case the contract is awarded to you, you may be required to use any or all of the equipment listed on the work covered by this contract?

3. Do you propose to purchase any equipment for use on this project should contract be awarded to you? If so, state type, quantity and approximate cost.

4. Do you propose to rent any equipment for this work? _____
If so, state type, quantity, and reason for renting. _____

5. Have you made contracts or received firm offers for all necessary materials with the prices used in preparing your proposal? _____

6. Do you intend to plan to subcontract any of the work? _____
If so, what types or portions of the work. _____

Approximate value \$ _____ Percent of total bid _____

C. EXPERIENCE

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. How many years experience in construction work has your organization had:

a) as a General Contractor _____.

b) as a Subcontractor _____.

3. List previous contracts you have completed of a similar nature to this proposed contract:

a) _____

b) _____

c) _____

d) _____

e) _____

4. List projects which you currently have under contract or expect to have under contract during the life of this contract:

a) _____

b) _____

c) _____

Use additional sheets as necessary.

5. List your staff you plan to use on this project and the position they will fill for this project (include managerial and clerical personnel that will provide support services).

STAFF MEMBER

POSITION

Signature: _____

Title: _____

JOINT VENTURE

1. Joint Venture Agreement
2. A statement signed by authorized person of each party to the joint venture.
3. Each party to the joint venture shall comply with the requirements for corporations, partnerships or individuals, as applicable.

PARTNERSHIP

1. Partnership Agreement
2. Statement signed by all partners granting authority to the partner signing the Bid.

CORPORATIONS

1. Articles of Incorporation – most recent.
2. By-Laws – most recent.
3. Resolution of the Board of Directors granting the authority to the officer signing on behalf of the corporation.

X. State of Alaska Labor Rates

Laborers' & Mechanics' Minimum Rates of Pay

Effective April 1, 2015
Issue 30

**Title 36. Public Contracts
AS 36.05 & AS 36.10
Wage & Hour Administration
Pamphlet No. 600**



**ALASKA DEPARTMENT OF LABOR
& WORKFORCE DEVELOPMENT**



THE STATE
of **ALASKA**
GOVERNOR BILL WALKER

**Department of Labor and
Workforce Development**

Office of the Commissioner

Post Office Box 111149
Juneau, Alaska 99811
Main: 907.465.2700
fax: 907.465-2784

April 1, 2015

TO ALL CONTRACTING AGENCIES:

At the Alaska Department of Labor and Workforce Development, our goal is putting Alaskans to work. This pamphlet is designed to help contractors awarded public construction contracts understand the most significant laws of the State of Alaska pertaining to prevailing wage and resident hire requirements.

This pamphlet identifies current prevailing wage rates and resident hire classifications for public construction contracts (any construction projects awarded by the State of Alaska or its political subdivisions, such as local governments and certain non-profit organizations). Because these rates may change, this publication is printed in the spring and fall of every year, so please be sure you are using the appropriate rates. The rates published in this edition become effective April 1, 2015.

All projects with a final bid date of April 11, 2015, or later, must pay the prevailing wage rates contained in this pamphlet. As the law now provides, these rates will remain stable during the life of a public construction contract or for 24 calendar months, whichever is shorter. **The 24 months period begins on the date the prime contract is awarded.** Upon expiration of the initial 24-month period, the latest wage rates issued by the department shall become effective for a subsequent 24-month period or until the original contract is completed, whichever occurs first. This process shall be repeated until the original contract is completed.

The term "original contract" means the signed contract that resulted from the original bid and any amendments, including changes of work scope, additions, extensions, change orders, and other instruments agreed to by the parties that have not been subject to subsequent open bid procedures.

If a higher federal rate is required due to partial federal funding or other federal participation, the higher rate must be paid.

For additional copies of this pamphlet, contact the nearest office of the Division of Labor Standards and Safety, Wage and Hour office or the Web address at: <http://labor.state.ak.us/lss/pamp600.htm>

For questions regarding prevailing wage or resident hire requirements, please contact the nearest Wage and Hour office. These offices are listed on Page xi.

Sincerely,

A handwritten signature in cursive script that reads "Heidi Drygas".

Heidi Drygas
Commissioner

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Note to Readers: The statutes and administrative regulations listed in this publication were taken from the official codes, as of the effective date of the publication. However, there may be errors or omissions that have not been identified and changes that occurred after the publication was printed. This publication is intended as an informational guide only and is not intended to serve as a precise statement of the statutes and regulations of the State of Alaska. To be certain of the current laws and regulations, please refer to the official codes.

EXCERPTS FROM ALASKA LAW

(The following statute (36.05.005) applies to projects bid on or after October 20, 2011)

Sec. 36.05.005. Applicability.

This chapter applies only to a public construction contract that exceeds \$25,000.

Sec. 36.05.010. Wage rates on public construction.

A contractor or subcontractor who performs work on a public construction contract in the state shall pay not less than the current prevailing rate of wages for work of a similar nature in the region in which the work is done. The current prevailing rate of wages is that contained in the latest determination of prevailing rate of wages issued by the Department of Labor and Workforce Development at least 10 days before the final date for submission of bids for the contract. The rate shall remain in effect for the life of the contract or for 24 calendar months, whichever is shorter. At the end of the initial 24-month period, if new wage determinations have been issued by the department, the latest wage determination shall become effective for the next 24-month period or until the contract is completed, whichever occurs first. This process shall be repeated until the contract is completed.

Sec. 36.05.040. Filing schedule of employees, wages paid, and other information.

All contractors or subcontractors who perform work on a public construction contract for the state or for a political subdivision of the state shall, before the Friday of every second week, file with the Department of Labor and Workforce Development a sworn affidavit for the previous reporting period, setting out in detail the number of persons employed, wages paid, job classification of each employee, hours worked each day and week, and other information on a form provided by the Department of Labor and Workforce Development.

Sec. 36.05.045. Notice of work and completion; withholding of payment.

- (a) Before commencing work on a public construction contract, the person entering into the contract with a contracting agency shall designate a primary contractor for purposes of this section. Before work commences, the primary contractor shall file a notice of work with the Department of Labor and Workforce Development. The notice of work must list work to be performed under the public construction contract by each contractor who will perform any portion of work on the contract and the contract price being paid to each contractor. The primary contractor shall pay all filing fees for each contractor performing work on the contract, including a filing fee based on the contract price being paid for work performed by the primary contractor's employees. The filing fee payable shall be the sum of all fees calculated for each contractor. The filing fee shall be one percent of each contractor's contract price. The total filing fee payable by the primary contractor under this subsection may not exceed \$5,000. In this subsection, "contractor" means an employer who is using employees to perform work on the public construction contract under the contract or a subcontract.
- (b) Upon completion of all work on the public construction contract, the primary contractor shall file with the Department of Labor and Workforce Development a notice of completion together with payment of any additional filing fees owed due to increased contract amounts. Within 30 days after the department's receipt of the primary contractor's notice of completion, the department shall inform the contracting agency of the amount, if any, to be withheld from the final payment.
- (c) A contracting agency
 - (1) may release final payment of a public construction contract to the extent that the agency has received verification from the Department of Labor and Workforce Development that
 - (A) the primary contractor has complied with (a) and (b) of this section;
 - (B) the Department of Labor and Workforce Development is not conducting an investigation under this title; and
 - (C) the Department of Labor and Workforce Development has not issued a notice of a violation of this chapter to the primary contractor or any other contractors working on the public construction contract; and

- (2) shall withhold from the final payment an amount sufficient to pay the department's estimate of what may be needed to compensate the employees of any contractors under investigation on this construction contract, and any unpaid filing fees.
- (d) The notice and filing fee required under (a) of this section may be filed after work has begun if
 - (1) The public construction contract is for work undertaken in immediate response to an emergency; and
 - (2) The notice and fees are filed not later than 14 days after the work has begun.
- (e) A false statement made on a notice required by this section is punishable under AS 11.56.210.

Sec. 36.05.060. Penalty for violation of this chapter.

A contractor who violates this chapter is guilty of a misdemeanor and upon conviction is punishable by a fine of not less than \$100 nor more than \$1,000, or by imprisonment for not less than 10 days nor more than 90 days, or by both. Each day a violation exists constitutes a separate offense.

Sec. 36.05.070. Wage rates in specifications and contracts for public works.

- (a) The advertised specifications for a public construction contract that requires or involves the employment of mechanics, laborers, or field surveyors must contain a provision stating the minimum wages to be paid various classes of laborers, mechanics, or field surveyors and that the rate of wages shall be adjusted to the wage rate under AS 36.05.010.
- (b) Repealed by §17 ch 142 SLA 1972.
- (c) A public construction contract under (a) of this section must contain provisions that
 - (1) the contractor or subcontractors of the contractor shall pay all employees unconditionally and not less than once a week;
 - (2) wages may not be less than those stated in the advertised specifications, regardless of the contractual relationship between the contractor or subcontractors and laborers, mechanics, or field surveyors;
 - (3) the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work;
 - (4) the state or a political subdivision shall withhold so much of the accrued payments as is necessary to pay to laborers, mechanics, or field surveyors employed by the contractor or subcontractors the difference between
 - (A) the rates of wages required by the contract to be paid laborers, mechanics, or field surveyors on the work; and
 - (B) the rates of wages in fact received by laborers, mechanics, or field surveyors.

Sec. 36.05.080. Failure to pay agreed wages.

Every contract within the scope of AS 36.05.070 shall contain a provision that if it is found that a laborer, mechanic, or field surveyor employed by the contractor or subcontractor has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the state or its political subdivision may, by written notice to the contractor, terminate the contractor's right to proceed with the work or the part of the work for which there is a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the contractor and the contractor's sureties are liable to the state or its political subdivision for excess costs for completing the work.

Sec. 36.05.090. Payment of wages from withheld payments and listing contractors who violate contracts.

- (a) The state disbursing officer in the case of a state public construction contract and the local fiscal officer in the case of a political subdivision public construction contract shall pay directly to laborers, mechanics, or field surveyors from accrued payments withheld under the terms of the contract the wages due laborers, mechanics, or field surveyors under AS 36.05.070.
- (b) The state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees. A person appearing on this list and a firm, corporation,

partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state until three years after the date of publication of the list. If the accrued payments withheld under the contract are insufficient to reimburse all the laborers, mechanics, or field surveyors with respect to whom there has been a failure to pay the wages required under AS 36.05.070, the laborers, mechanics, or field surveyors have the right of action or intervention or both against the contractor and the contractor's sureties conferred by law upon persons furnishing labor or materials, and in the proceedings it is not a defense that the laborers, mechanics, or field surveyors accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

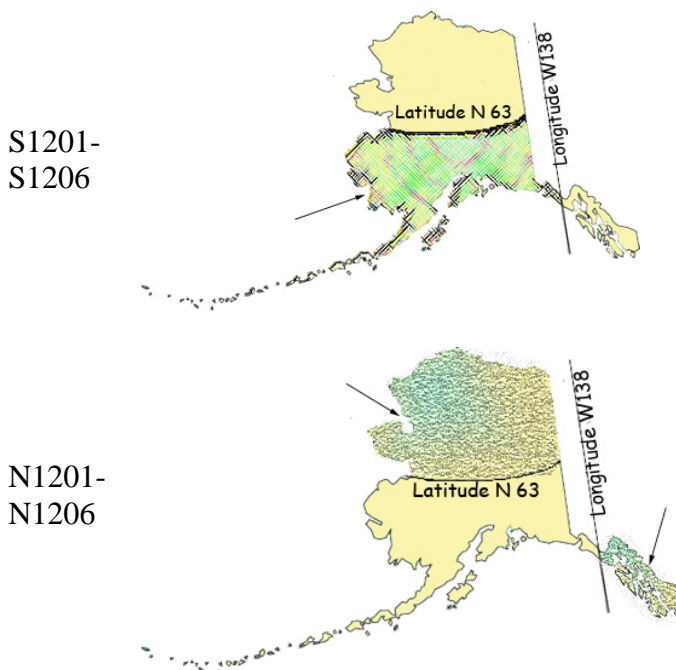
Sec. 36.05.900. Definition.

In this chapter, "contracting agency" means the state or a political subdivision of the state that has entered into a public construction contract with a contractor.

ADDITIONAL INFORMATION

LABORER CLASSIFICATION CLARIFICATION

The laborer rates categorized in class code S1201-S1206 apply in one area of Alaska; the area that is south of N63 latitude and west of W138 Longitude. The laborer rates categorized in class code N1201-N1206 apply in two areas of Alaska; the Alaska areas north of N63 latitude and east of W138 longitude. The following graphic representations should assist with clarifying the applicable wage rate categories:



ACCOMMODATIONS AND PER DIEM

The Alaska Department of Labor and Workforce Development has adopted a per diem requirement for blocklayers, bricklayers, carpenters, dredgemen, heat & frost insulators/asbestos workers, ironworkers, laborers, operative plasterers & cement masons, painters, piledrivers, power equipment operators, roofers, surveyors, truck

drivers/surveyors, and tunnel workers. This per diem rate creates an allowable alternative to providing board and lodging under the following conditions:

Employer-Provided Camp or Suitable Accommodations

Unless otherwise approved by the Commissioner, the employer shall ensure that a worker who is employed on a project that is 65 road miles or more from the international airport in either Fairbanks, Juneau or Anchorage or is inaccessible by road in a 2-wheel drive vehicle and who is not a domiciled resident of the locality of the project shall receive meals and lodging. Lodging shall be in accordance with all applicable state and federal laws. In cases where the project site is not road accessible, but the employee can reasonably get to the project worksite from their permanent residence within one hour, the Commissioner may waive these requirements for that employee upon a written request from the employer.

The term “domiciled resident” means a person living within 65 road miles of the project, or in the case of a highway project, the mid-point of the project, for at least 12 consecutive months prior to the award of the project. However, if the employer or person provides sufficient evidence to convince the department that a person has established a permanent residence and an intent to remain indefinitely within the distance to be considered a “domiciled resident,” the employer shall not be required to provide meals and lodging or pay per diem.

Where the employer provides or furnishes board, lodging or any other facility, the cost or amount thereof shall not be considered or included as part of the required prevailing wage basic hourly rate and cannot be applied to meet other fringe benefit requirements. The taxability of employer provided board and lodging shall be determined by the appropriate taxation enforcement authority.

Per Diem

Employers are encouraged to use commercial facilities and lodges; however, when such facilities are not available, per diem in lieu of meals and lodging must be paid at the basic rate of \$75.00 per day, or part thereof, the worker is employed on the project. Per diem shall not be allowed on highway projects west of Livengood on the Elliott Highway, at Mile 0 of the Dalton Highway to the North Slope of Alaska, north of Mile 20 on the Taylor Highway, east of Chicken, Alaska, on the Top of the World Highway and south of Tetlin Junction to the Alaska-Canada border.

The above-listed standards for room and board and per diem only apply to the crafts as identified in Pamphlet 600, *Laborers’ and Mechanics’ Minimum Rates of Pay*. Other crafts working on public construction projects shall be provided room and board at remote sites based on the department’s existing policy guidelines. In the event that a contractor provides lodging facilities, but no meals, the department will accept payment of \$36 per day for meals to meet the per diem requirements.

APPRENTICE HIRING REQUIREMENTS

On July 24, 2005, Administrative Order No. 226 established a 15 percent goal for hiring apprentices in certain job categories on highway, airport, harbor, dam, tunnel, utility or dredging projects awarded by the Alaska Department of Transportation and Public Facilities that exceed \$2.5 million. This Order will apply to all projects in the referenced categories that are advertised after September 1, 2005. On these projects, the hours worked by apprentices will be compared to the hours worked by journeyman level workers to determine if the 15 percent goal has been met. This on-the-job training goal is critical to ensure that the Alaska work force is prepared for the future. For additional details, contact the nearest Wage and Hour office at the address listed on Page xi of this publication. Administrative Order No. 226 may be viewed in its entirety on the Internet at <http://www.gov.state.ak.us/admin-orders/226.html> or call any Wage and Hour office to receive a copy.

APPRENTICE RATES

Apprentice rates at less than the minimum prevailing rates may be paid to apprentices according to an apprentice program which has been registered and approved by the Commissioner of the Alaska Department of Labor and Workforce Development in writing or according to a bona fide apprenticeship program registered with the U.S. Department of Labor, Office of Apprenticeship. **Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the journeyman prevailing minimum wage in that work classification.** Wage rates are based on prevailing crew makeup practices in Alaska and apply to work performed regardless of either the quality of the work performed by the employee or the titles or classifications which may be assigned to individual employees.

FRINGE BENEFIT PLANS

Contractors/subcontractors may compensate fringe benefits to their employees in any one of three methods. The fringe benefits may be paid into a union trust fund, into an approved benefit plan, or paid directly on the paycheck as gross wages.

Where fringe benefits are paid into approved plans, funds, or programs including union trust funds, the payments must be contributed at least monthly. If contractors submit their own payroll forms and are paying fringe benefits into approved plans, funds, or programs, the employer's certification must include, in addition to those requirements of 8 AAC 30.020(c), a statement that fringe benefit payments have been or will be paid at least monthly. Contractors who pay fringe benefits to a plan must ensure the plan is one approved by the Internal Revenue Service and that the plan meets the requirements of 8 AAC 30.025 (eff. 3/2/08) in order for payments to be credited toward the prevailing wage obligation.

SPECIAL PREVAILING WAGE RATE DETERMINATION

Special prevailing wage rate determinations may be requested for special projects or a special worker classification if the work to be performed does not conform to traditional public construction for which a prevailing wage rate has been established under 8 AAC 30.050(a) of this section. Requests for special wage rate determinations must be in writing and filed with the Commissioner at least 30 days before the award of the contract. An applicant for a special wage rate determination shall have the responsibility to support the necessity for the special rate. An application for a special wage rate determination filed under this section must contain:

- (1) a specification of the contract or project on which the special rates will apply and a description of the work to be performed;
- (2) a brief narrative explaining why special wage rates are necessary;
- (3) the job class or classes involved;
- (4) the special wage rates the applicant is requesting, including survey or other relevant wage data to support the requested rates;
- (5) the approximate number of employees who would be affected; and
- (6) any other information which might be helpful in determining if special wage rates are appropriate.

Requests made pursuant to the above should be addressed to:

Director
Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
P.O. Box 111149
Juneau, AK 99811-1149

-or-

Email: anchorage.lss-wh@alaska.gov

**LABOR STANDARDS REGULATIONS
NOTICE REQUEST**

If you would like to receive *notices of proposed changes to regulations* for Wage and Hour or Mechanical Inspection, please indicate below the programs for which you are interested in receiving such notices, print your name and email or mailing address in the space provided, and send this page to:

Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
1251 Muldoon Road, Suite 113
Anchorage, AK 99504-2098
Email: anchorage.lss-wh@alaska.gov

For *REGULATIONS* information relating to any of the following:

- Wage and Hour Title 23 Employment Practices
- Wage and Hour Title 36 Public Works
- Employment Agencies
- Child Labor
- Employment Preference (Local Hire)
- Plumbing Code
- Electrical Code
- Boiler/Pressure Vessel Construction Code
- Elevator Code
- Certificates of Fitness
- Recreational Devices

Request any of the following *PUBLICATIONS* by checking below:

- | | |
|--|---|
| <input type="checkbox"/> Wage and Hour Title 23 Employment Practices | <input type="checkbox"/> Public Construction Pamphlet |
| <input type="checkbox"/> Minimum Wage & Overtime Poster | <input type="checkbox"/> Public Construction Wage Rates |
| <input type="checkbox"/> Child Labor Poster | <input type="checkbox"/> Child Labor Pamphlet |

PLEASE NOTE: DUE TO INCREASED MAILING AND PRINTING COSTS, ONLY ONE OF EACH PUBLICATION REQUESTED WILL BE MAILED TO YOU. IF YOU WISH TO RECEIVE ADDITIONAL COPIES OR SUBSEQUENT PUBLICATIONS, PLEASE CONTACT OUR OFFICE AT (907) 269-4900.

Name: _____

Mailing Address: _____

Email Address: _____

EMPLOYMENT PREFERENCE INFORMATION
(EFFECTIVE August 16, 2013)

By authority of AS 36.10.150 and 8 AAC 30.064, the Commissioner of Labor and Workforce Development has determined the 15 boroughs and census areas listed below to be Zones of Underemployment. A Zone of Underemployment requires that Alaska residents who are eligible under AS 36.10.140 be given a minimum of 90 percent employment preference on public works contracts throughout the state in certain job classifications. This hiring preference applies on a project-by-project, craft-by-craft or occupational basis and must be met each workweek by each contractor/subcontractor.

For additional information about the Alaska resident hire requirements, contact the nearest Wage and Hour Office in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886 or in Juneau at (907) 465-4248.

The following classifications qualify for a minimum of 90 percent Alaska resident hire preference:

Aleutians East Borough: Plumbers and Pipefitters

Aleutians West Borough: Painters

Bethel Census Area: Culinary Workers, Foremen and Supervisors, Mechanics, Painters, Surveyors, Tug Boat Workers

Denali Borough: Carpenters

Dillingham Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Truck Drivers, Tug Boat Workers

Hoonah-Angoon Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Painters, Truck Drivers

Nome Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Northwest Arctic Borough: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

Petersburg Borough: Culinary Workers, Engineers and Architects, Foremen and Supervisors, Laborers

Prince of Wales-Hyder Census Area: Carpenters, Culinary Workers, Electricians, Equipment Operators, Foremen and Supervisors, Laborers, Mechanics, Surveyors, Truck Drivers, Welders

Skagway: None

Southeast Fairbanks Census Area: Carpenters, Culinary Workers, Equipment Operators, Laborers, Painters, Truck Drivers

Wade Hampton Census Area: Carpenters, Electricians, Engineers and Architects, Mechanics, Roofers

Yakutat: None

Yukon-Koyukuk Census Area: Culinary Workers, Electricians, Foremen and Supervisors, Painters, Plumbers and Pipefitters, Surveyors, Truck Drivers, Tug Boat Workers, Welders

This determination is effective August 16, 2013, and remains in effect until June 30, 2015.

The first person on a certified payroll in any classification is called the "first worker" and is not required to be an Alaskan resident. However, once the contractor adds any more workers in the classification, then all workers in the classification are counted, and the 90 percent is applied to compute the number of required Alaskans to be in compliance. To compute the number of Alaskan residents required in a workweek in a particular classification, multiply the number of workers in the classification by 90 percent. The result is then rounded down to the nearest whole number to determine the number of Alaskans that must be employed.

If a worker works in more than one classification during a week, the classification in which they spent the most time would be counted for employment preference purposes. If the time is split evenly between two classifications, the worker is counted in both classifications.

If you have difficulty meeting the 90 percent requirement, an approved waiver must be obtained before a non-Alaskan resident is hired who would put the contractor/subcontractor out of compliance (8 AAC 30.081 (e) (f)). The waiver process requires proof of an intensive search for qualified Alaskan workers. To apply for a waiver, contact the nearest Wage and Hour Office for instructions.

Here is an example to apply the 90 percent requirement to four carpenter workers. Multiply four workers by 90% and drop the fraction ($.90 \times 4 = 3.6 - .6 = 3$). The remaining number is the number of Alaskan resident carpenters required to be in compliance in that particular classification for that week.

The penalties for being out of compliance are serious. AS 36.10.100 (a) states "A contractor who violates a provision of this chapter shall have deducted from amounts due to the contractor under the contract the prevailing wages which should have been paid to a displaced resident, and these amounts shall be retained by the contracting agency." If a contractor/subcontractor is found to be out of compliance, penalties accumulate until they come into compliance.

If you have difficulty determining whether a worker is an Alaska resident, you should contact the nearest Wage and Hour Office. Contact Wage and Hour in Anchorage at (907) 269-4900, in Fairbanks at (907) 451-2886, or in Juneau at (907) 465-4842.

**Alaska Department of Labor and Workforce Development
Labor Standards & Safety Division
Wage and Hour Administration
Web site: <http://labor.state.ak.us/lss/pamp600.htm>**

Anchorage

1251 Muldoon Road, Suite 113
Anchorage, Alaska 99504-2098
Phone: (907) 269-4900

Email:
anchorage.lss-wh@alaska.gov

Juneau

1111 W. 8th Street, Suite 302
Juneau, Alaska 99801
Phone: (907) 465-4842

Email:
juneau.lss-wh@alaska.gov

Fairbanks

Regional State Office Building
675 7th Ave., Station J-1
Fairbanks, Alaska 99701-4593
Phone: (907) 451-2886

Email:
fairbanks.lss@alaska.gov

DEBARMENT LIST

AS 36.05.090(b) states that “the state disbursing officer or the local fiscal officer shall distribute to all departments of the state government and to all political subdivisions of the state a list giving the names of persons who have disregarded their obligations to employees.”

A person appearing on the following debarment list and a firm, corporation, partnership, or association in which the person has an interest may not work as a contractor or subcontractor on a public construction contract for the state or a political subdivision of the state for three years from the date of debarment.

Company Name

Debarment Expires

Bengal Groups, LLC
Mohammed Ali, Individual
Fry’s Services, LLC
John Paul Freie, Individual

November 3, 2017
November 3, 2017
November 16, 2017
November 16, 2017

Laborers' & Mechanics' Minimum Rates of Pay

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Boilermakers

A0101	Boilermaker (journeyman)	44.01	8.57	15.34	1.60	VAC 3.00	SAF 0.34	72.86
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Bricklayers & Blocklayers

**See note on last page if remote site

A0201	Blocklayer	39.03	9.53	8.50	0.55	L&M 0.15	0.37	58.13
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Bricklayer
Marble or Stone Mason
Refractory Worker (Firebrick, Plastic, Castable, and Gunitite Refractory Applications)
Terrazzo Worker
Tile Setter

A0202	Tuck Pointer Caulker	39.03	9.53	8.50	0.55	L&M 0.15	0.37	58.13
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Cleaner (PCC)

A0203	Marble & Tile Finisher	33.27	9.53	8.50	0.55	L&M 0.15	0.37	52.37
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Terrazzo Finisher

A0204	Torginal Applicator	37.14	9.53	8.50	0.55	L&M 0.15	0.37	56.24
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Carpenters, Statewide

**See note on last page if remote site

A0301	Carpenter (journeyman)	37.34	9.78	12.86	0.70	L&M 0.10	SAF 0.15	60.93
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Lather/Drywall/Acoustical

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

N0401	Group I, including:	36.69	7.24	11.80	1.18	L&M 0.10		57.01
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Application of Sealing Compound
Application of Underlayment
Building, General
Cement Mason (journeyman)
Concrete

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M	
N0401	Group I, including:	36.69	7.24	11.80	1.18	0.10	57.01
	Concrete Paving						
	Curb & Gutter, Sidewalk						
	Curing of All Concrete						
	Grouting & Caulking of Tilt-Up Panels						
	Grouting of All Plates						
	Patching Concrete						
	Screed Pin Setter						
	Spackling/Skim Coating						
N0402	Group II, including:	36.69	7.24	11.80	1.18	0.10	57.01
	Form Setter						
N0403	Group III, including:	36.69	7.24	11.80	1.18	0.10	57.01
	Concrete Saw (self-powered)						
	Curb & Gutter Machine						
	Floor Grinder						
	Pneumatic Power Tools						
	Power Chipping & Bushing						
	Sand Blasting Architectural Finish						
	Screed & Rodding Machine Operator						
	Troweling Machine Operator						
N0404	Group IV, including:	36.69	7.24	11.80	1.18	0.10	57.01
	Application of All Composition Mastic						
	Application of All Epoxy Material						
	Application of All Plastic Material						
	Finish Colored Concrete						
	Gunite Nozzleman						
	Hand Powered Grinder						
	Tunnel Worker						
N0405	Group V, including:	36.94	7.24	11.80	1.18	0.10	57.26
	Plasterer						

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

S0401	Group I, including:	36.44	7.24	11.80	1.18	0.10	56.76
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Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Cement Masons, Region II (South of N63 latitude)

**See note on last page if remote site

							L&M	
S0401	Group I, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Application of Sealing Compound							
	Application of Underlayment							
	Building, General							
	Cement Mason (journeyman)							
	Concrete							
	Concrete Paving							
	Curb & Gutter, Sidewalk							
	Curing of All Concrete							
	Grouting & Caulking of Tilt-Up Panels							
	Grouting of All Plates							
	Patching Concrete							
	Screed Pin Setter							
	Spackling/Skim Coating							
S0402	Group II, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Form Setter							
S0403	Group III, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Concrete Saw (self-powered)							
	Curb & Gutter Machine							
	Floor Grinder							
	Pneumatic Power Tools							
	Power Chipping & Bushing							
	Sand Blasting Architectural Finish							
	Screed & Rodding Machine Operator							
	Troweling Machine Operator							
S0404	Group IV, including:	36.44	7.24	11.80	1.18	0.10		56.76
	Application of All Composition Mastic							
	Application of All Epoxy Material							
	Application of All Plastic Material							
	Finish Colored Concrete							
	Gunite Nozzleman							
	Hand Powered Grinder							
	Tunnel Worker							
S0405	Group V, including:	36.69	7.24	11.80	1.18	0.10		57.01
	Plasterer							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
Culinary Workers * See note on last page							
A0501	Baker/Cook	25.17	5.92	5.73		LEG 0.05	36.87
A0503	General Helper	22.12	5.92	5.73		LEG 0.05	33.82
	Housekeeper						
	Janitor						
	Kitchen Helper						
A0504	Head Cook	25.72	5.92	5.73		LEG 0.05	37.42
A0505	Head Housekeeper	22.54	5.92	5.73		LEG 0.05	34.24
	Head Kitchen Help						
Dredgemen							
**See note on last page if remote site							
A0601	Assistant Engineer, including:	39.26	9.60	10.50	1.00	L&M 0.10	60.46
	Craneman						
	Electrical Generator Operator (primary pump/power barge/dredge)						
	Engineer						
	Welder						
A0602	Assistant Mate (deckhand)	38.10	9.60	10.50	1.00	L&M 0.10	59.30
A0603	Fireman	38.54	9.60	10.50	1.00	L&M 0.10	59.74
A0605	Leverman Clamshell	41.79	9.60	10.50	1.00	L&M 0.10	62.99
A0606	Leverman Hydraulic	40.03	9.60	10.50	1.00	L&M 0.10	61.23
A0607	Mate & Boatman	39.26	9.60	10.50	1.00	L&M 0.10	60.46
A0608	Oiler (dredge)	38.54	9.60	10.50	1.00	L&M 0.10	59.74
Electricians							
A0701	Inside Cable Splicer	39.82	11.61	12.59	0.95	L&M 0.20 LEG 0.15	65.32

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Electricians

A0702	Inside Journeyman Wireman, including: Technicians	39.49	11.61	12.83	0.95	L&M	LEG	65.23
A0703	Power Cable Splicer	52.27	11.61	17.34	0.95	L&M	LEG	82.52
A0704	Tele Com Cable Splicer	47.45	11.61	15.02	0.95	L&M	LEG	75.38
A0705	Power Journeyman Lineman, including: Power Equipment Operator Technician	50.52	11.61	17.29	0.95	L&M	LEG	80.72
A0706	Tele Com Journeyman Lineman, including: Technician Tele Com Equipment Operator	45.70	11.61	14.97	0.95	L&M	LEG	73.58
A0707	Straight Line Installer - Repairman	45.70	11.61	14.97	0.95	L&M	LEG	73.58
A0708	Powderman	48.52	11.61	17.23	0.95	L&M	LEG	78.66
A0710	Material Handler	26.18	11.11	4.54	0.15	L&M	LEG	42.28
A0712	Tree Trimmer Groundman	26.67	11.61	10.55	0.15	L&M	LEG	49.28
A0713	Journeyman Tree Trimmer	35.34	11.61	10.81	0.15	L&M	LEG	58.21
A0714	Vegetation Control Sprayer	38.79	11.61	10.91	0.15	L&M	LEG	61.76
A0715	Inside Journeyman Communications CO/PBX	38.07	11.61	12.54	0.95	L&M	LEG	63.52

Elevator Workers

A0802	Elevator Constructor	35.94	13.58	14.21	0.60	L&M	VAC	67.90
A0803	Elevator Constructor Mechanic	51.34	13.58	14.21	0.60	L&M	VAC	85.73

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Heat & Frost Insulators/Asbestos Workers

**See note on last page if remote site

A0902	Asbestos Abatement-Mechanical Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0903	Asbestos Abatement/General Demolition All Systems	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0904	Insulator, Group II	36.18	8.84	9.51	0.60	SAF	0.12	55.25
A0905	Fire Stop	36.18	8.84	9.51	0.60	SAF	0.12	55.25

IronWorkers

**See note on last page if remote site

A1101	Ironworkers, including:	36.25	7.58	18.00	0.97	L&M	IAF	0.46	0.10	63.36
	Bender Operators									
	Bridge & Structural									
	Machinery Mover									
	Ornamental									
	Reinforcing									
	Rigger									
	Sheeter									
	Signalman									
	Stage Rigger									
	Toxic Haz-Mat Work									
	Welder									
A1102	Helicopter	37.25	7.58	18.00	0.97	L&M	IAF	0.46	0.10	64.36
	Tower (energy producing windmill type towers to include nacelle and blades)									
A1103	Fence/Barrier Installer	32.75	7.58	17.75	0.97	L&M	IAF	0.46	0.10	59.61
	Guard Rail Installer									
A1104	Guard Rail Layout Man	33.49	7.58	17.75	0.97	L&M	IAF	0.46	0.10	60.35

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

N1201	Group I, including:	29.79	7.53	15.95	1.20	L&M	LEG	0.20	0.15	54.82
	Asphalt Worker (shovelman, plant crew)									

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N1201	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	Brush Cutter						
	Camp Maintenance Laborer						
	Carpenter Tender or Helper						
	Choke Setter, Hook Tender, Rigger, Signalman						
	Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)						
	Crusher Plant Laborer						
	Demolition Laborer						
	Ditch Digger						
	Dumpman						
	Environmental Laborer (hazard/toxic waste, oil spill)						
	Fence Installer						
	Fire Watch Laborer						
	Flagman						
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
N1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82

- Burning & Cutting Torch
- Cement or Lime Dumper or Handler (sack or bulk)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						
	Laser Instrument Operator						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)						
	Mason Tender & Mud Mixer (sewer work)						
	Pilot Car						
	Pipelayer Helper						
	Plasterer, Bricklayer & Cement Finisher Tender						
	Powderman Helper						
	Power Saw Operator						
	Railroad Switch Layout Laborer						
	Sandblaster						
	Scaffold Building & Erecting						
	Sewer Caulker						
	Sewer Plant Maintenance Man						
	Thermal Plastic Applicator						
	Timber Faller, Chainsaw Operator, Filer						
	Timberman						

					L&M	LEG	
N1203	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15 56.72
	Bit Grinder						
	Camera/Tool/Video Operator						
	Guardrail Machine Operator						
	High Rigger & Tree Topper						
	High Scaler						
	Multiplate						
	Plastic Welding						
	Slurry Seal Squeegee Man						
	Traffic Control Supervisor						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
N1203	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15	56.72

Welding Certified (in connection with laborer's work)

						L&M	LEG	
N1204	Group IIIA	34.97	7.53	15.95	1.20	0.20	0.15	60.00

Asphalt Raker, Asphalt Belly Dump Lay Down
 Drill Doctor (in the field)
 Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
 Licensed Powderman
 Pioneer Drilling & Drilling Off Tugger (all type drills)
 Pipelayers
 Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

						L&M	LEG	
N1205	Group IV	19.36	7.53	15.95	1.20	0.20	0.15	44.39

Final Building Cleanup
 Permanent Yard Worker

						L&M	LEG	
N1206	Group IIIB	35.80	7.53	15.95	1.20	0.20	0.15	60.83

Federally Licensed Powderman (Responsible Person in Charge)
 Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1201	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15	54.82

Asphalt Worker (shovelman, plant crew)
 Brush Cutter
 Camp Maintenance Laborer
 Carpenter Tender or Helper
 Choke Setter, Hook Tender, Rigger, Signalman
 Concrete Labor (curb & gutter, chute handler, grouting, curing, screeding)
 Crusher Plant Laborer
 Demolition Laborer
 Ditch Digger
 Dumpman
 Environmental Laborer (hazard/toxic waste, oil spill)
 Fence Installer
 Fire Watch Laborer
 Flagman

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S1201	Group I, including:	29.79	7.53	15.95	1.20	0.20	0.15 54.82
	Form Stripper						
	General Laborer						
	Guardrail Laborer, Bridge Rail Installer						
	Hydro-seeder Nozzleman						
	Laborer, Building						
	Landscaper or Planter						
	Laying of Mortarless Decorative Block (retaining walls, flowered decorative block 4 feet or less - highway or landscape work)						
	Material Handler						
	Pneumatic or Power Tools						
	Portable or Chemical Toilet Serviceman						
	Pump Man or Mixer Man						
	Railroad Track Laborer						
	Sandblast, Pot Tender						
	Saw Tender						
	Slurry Work						
	Steam Cleaner Operator						
	Steam Point or Water Jet Operator						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Tank Cleaning						
	Utiliwalk & Utilidor Laborer						
	Watchman (construction projects)						
	Window Cleaner						

					L&M	LEG	
S1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15 55.82
	Burning & Cutting Torch						
	Cement or Lime Dumper or Handler (sack or bulk)						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Choker Splicer						
	Chucktender (wagon, air-track & hydraulic drills)						
	Concrete Laborer (power buggy, concrete saws, pumpcrete nozzleman, vibratorman)						
	Culvert Pipe Laborer						
	Cured Inplace Pipelayer						
	Environmental Laborer (asbestos, marine work)						
	Foam Gun or Foam Machine Operator						
	Green Cutter (dam work)						
	Gunite Operator						
	Hod Carrier						
	Jackhammer or Pavement Breaker (more than 45 pounds)						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1202	Group II, including:	30.79	7.53	15.95	1.20	0.20	0.15	55.82

- Laser Instrument Operator
- Laying of Mortarless Decorative Block (retaining walls, flowered decorative block over 4 feet - highway or landscape work)
- Mason Tender & Mud Mixer (sewer work)
- Pilot Car
- Pipelayer Helper
- Plasterer, Bricklayer & Cement Finisher Tender
- Powderman Helper
- Power Saw Operator
- Railroad Switch Layout Laborer
- Sandblaster
- Scaffold Building & Erecting
- Sewer Caulker
- Sewer Plant Maintenance Man
- Thermal Plastic Applicator
- Timber Faller, Chainsaw Operator, Filer
- Timberman

						L&M	LEG	
S1203	Group III, including:	31.69	7.53	15.95	1.20	0.20	0.15	56.72

- Bit Grinder
- Camera/Tool/Video Operator
- Guardrail Machine Operator
- High Rigger & Tree Topper
- High Scaler
- Multiplate
- Plastic Welding
- Slurry Seal Squeegee Man
- Traffic Control Supervisor
- Welding Certified (in connection with laborer's work)

						L&M	LEG	
S1204	Group IIIA	34.97	7.53	15.95	1.20	0.20	0.15	60.00

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to, wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayers
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

						L&M	LEG	
S1205	Group IV	19.36	7.53	15.95	1.20	0.20	0.15	44.39
	Final Building Cleanup							
	Permanent Yard Worker							

						L&M	LEG	
S1206	Group IIIB	35.80	7.53	15.95	1.20	0.20	0.15	60.83
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Millwrights

						L&M		
A1251	Millwright (journeyman)	35.74	9.78	10.51	1.00	0.25	0.15	57.43

						L&M		
A1252	Millwright Welder	36.33	9.78	10.51	1.00	0.25	0.15	58.02

Painters, Region I (North of N63 latitude)

**See note on last page if remote site

						L&M		
N1301	Group I, including:	30.96	7.69	11.10	0.83	0.07		50.65
	Brush							
	General Painter							
	Hand Taping							
	Hazardous Material Handler							
	Lead-Based Paint Abatement							
	Roll							

						L&M		
N1302	Group II, including:	31.48	7.69	11.10	0.83	0.07		51.17
	Bridge Painter							
	Epoxy Applicator							
	General Drywall Finisher							
	Hand/Spray Texturing							
	Industrial Coatings Specialist							
	Machine/Automatic Taping							
	Pot Tender							
	Sandblasting							
	Specialty Painter							
	Spray							
	Structural Steel Painter							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Painters, Region I (North of N63 latitude)

**See note on last page if remote site

N1302	Group II, including:	31.48	7.69	11.10	0.83	L&M 0.07	51.17
	Wallpaper/Vinyl Hanger						
N1304	Group IV, including:	37.52	7.69	11.16	0.85	0.05	57.27
	Glazier						
	Storefront/Automatic Door Mechanic						
N1305	Group V, including:	29.65	7.69	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Painters, Region II (South of N63 latitude)

**See note on last page if remote site

S1301	Group I, including :	29.20	7.69	10.85	0.83	L&M 0.07	48.64
	Brush						
	General Painter						
	Hand Taping						
	Hazardous Material Handler						
	Lead-Based Paint Abatement						
	Roll						
	Spray						
S1302	Group II, including :	30.45	7.69	10.85	0.83	L&M 0.07	49.89
	General Drywall Finisher						
	Hand/Spray Texturing						
	Machine/Automatic Taping						
	Wallpaper/Vinyl Hanger						
S1303	Group III, including :	30.55	7.69	10.85	0.83	L&M 0.07	49.99
	Bridge Painter						
	Epoxy Applicator						
	Industrial Coatings Specialist						
	Pot Tender						
	Sandblasting						
	Specialty Painter						
	Structural Steel Painter						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other	Benefits	THR
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Painters, Region II (South of N63 latitude)

**See note on last page if remote site

						L&M	
S1304	Group IV, including:	37.52	7.69	10.41	0.88	0.07	56.57
	Glazier						
	Storefront/Automatic Door Mechanic						

						L&M	
S1305	Group V, including:	29.65	7.69	5.02	0.83	0.07	43.26
	Carpet Installer						
	Floor Coverer						
	Heat Weld/Cove Base						
	Linoleum/Soft Tile Installer						

Piledrivers

**See note on last page if remote site

						L&M	IAF	
A1401	Piledriver	37.34	9.78	12.86	0.70	0.10	0.15	60.93
	Assistant Dive Tender							
	Carpenter/Piledriver							
	Rigger							
	Sheet Stabber							
	Skiff Operator							

						L&M	IAF	
A1402	Piledriver-Welder/Toxic Worker	38.34	9.78	12.86	0.70	0.10	0.15	61.93

						L&M	IAF	
A1403	Remotely Operated Vehicle Pilot/Technician	41.65	9.78	12.86	0.70	0.10	0.15	65.24
	Single Atmosphere Suit, Bell or Submersible Pilot							

						L&M	IAF	
A1404	Diver (working) ***See note on last page	81.45	9.78	12.86	0.70	0.10	0.15	105.04

						L&M	IAF	
A1405	Diver (standby) ***See note on last page	41.65	9.78	12.86	0.70	0.10	0.15	65.24

						L&M	IAF	
A1406	Dive Tender ***See note on last page	40.65	9.78	12.86	0.70	0.10	0.15	64.24

						L&M	IAF	
A1407	Welder (American Welding Society, Certified Welding Inspector)	42.90	9.78	12.86	0.70	0.10	0.15	66.49

Plumbers, Region I (North of N63 latitude)

						L&M	S&L	
N1501	Journeyman Pipefitter	40.96	7.40	12.70	1.10	1.10		63.26
	Plumber							

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Plumbers, Region I (North of N63 latitude)

N1501	Journeyman Pipefitter	40.96	7.40	12.70	1.10		L&M	S&L	63.26
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Welder

Plumbers, Region II (South of N63 latitude)

S1501	Journeyman Pipefitter	39.21	8.67	10.82	1.50		L&M		60.40
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Plumber
Welder

Plumbers, Region IIA (1st Judicial District)

X1501	Journeyman Pipefitter	37.27	12.47	11.25	2.50		L&M		63.73
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Plumber
Welder

Power Equipment Operators
**See note on last page if remote site

A1601	Group I, including:	40.03	9.60	10.50	1.00		L&M		61.23
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- Asphalt Roller: Breakdown, Intermediate, and Finish
- Back Filler
- Barrier Machine (Zipper)
- Beltcrete with Power Pack & similar conveyors
- Bending Machine
- Boat Coxswain
- Bulldozer
- Cableways, Highlines & Cablecars
- Cleaning Machine
- Coating Machine
- Concrete Hydro Blaster
- Cranes (45 tons & under or 150 feet of boom & under (including jib & attachments))
 - (a) Hydralifts or Transporters, (all track or truck type)
 - (b) Derricks
- Crushers
- Deck Winches, Double Drum
- Ditching or Trenching Machine (16 inch or over)
- Drag Scraper, Yarder, and similar types

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1601	Group I, including:	40.03	9.60	10.50	1.00	0.10	61.23
	Drilling Machines, Core, Cable, Rotary and Exploration						
	Finishing Machine Operator, Concrete Paving, Laser Screed, Sidewalk, Curb & Gutter Machine						
	Helicopters						
	Hover Craft, Flex Craft, Loadmaster, Air Cushion, All-Terrain Vehicle, Rollagon, Bargecable, Nodwell, & Snow Cat						
	Hydro Ax, Feller Buncher & similar						
	Licensed Line & Grade						
	Loaders (2 1/2 yards through 5 yards, including all attachments):						
	(a) Forklifts (with telescopic boom & swing attachment)						
	(b) Front End & Overhead, (2-1/2 yards through 5 yards)						
	(c) Loaders, (with forks or pipe clamp)						
	(d) Loaders, (elevating belt type, Euclid & similar types)						
	Mechanic, Welder, Bodyman, Electrical, Camp & Maintenance Engineer						
	Micro Tunneling Machine						
	Mixers: Mobile type with hoist combination						
	Motor Patrol Grader						
	Mucking Machine: Mole, Tunnel Drill, Horizontal/Directional Drill Operator and/or Shield						
	Operator on Dredges						
	Piledriver Engineer, L.B. Foster, Puller or similar paving breaker						
	Plant Operator (Asphalt & Concrete)						
	Power Plant, Turbine Operator 200 k.w & over (power plants or combination of power units over 300 k.w.)						
	Remote Controlled Equipment						
	Scraper (through 40 yards)						
	Service Oiler/Service Engineer						
	Shot Blast Machine						
	Shovels, Backhoes, Excavators with all attachments, and Gradealls (3 yards & under)						
	Sideboom (under 45 tons)						
	Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine						
	Sub Grader (Gurries, Reclaimer & similar types)						
	Tack Tractor						
	Truck Mounted Concrete Pump, Conveyor & Creter						
	Unlicensed Off-Road Hauler						
	Wate Kote Machine						

						L&M	
A1602	Group IA, including:	41.79	9.60	10.50	1.00	0.10	62.99

Camera/Tool/Video Operator (Slipline)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

A1602 Group IA, including:	41.79	9.60	10.50	1.00	L&M		0.10	62.99
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- Certified Welder, Electrical Mechanic, Camp Maintenance Engineer, Mechanic (over 10,000 hours)
- Cranes (over 45 tons or 150 feet including jib & attachments)
 - (a) Clamshells & Draglines (over 3 yards)
 - (b) Tower Cranes
- Licensed Water/Waste Water Treatment Operator
- Loaders (over 5 yards)
- Motor Patrol Grader, Dozer, Grade Tractor, Roto-Mill/Profiler (finish: when finishing to final grade and/or to hubs, or for asphalt)
- Power Plants (1000 k.w. & over)
- Quad
- Scrapers (over 40 yards)
- Screed
- Shovels, Backhoes, Excavators with all attachments (over 3 yards)
- Sidebooms (over 45 tons)
- Slip Form Paver, C.M.I. & similar types

A1603 Group II, including:	39.26	9.60	10.50	1.00	L&M		0.10	60.46
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- Boiler - Fireman
- Cement Hogs & Concrete Pump Operator
- Conveyors (except those listed in Group I)
- Hoists on Steel Erection, Towermobiles & Air Tuggers
- Horizontal/Directional Drill Locator
- Licensed Grade Technician
- Loaders (i.e., Elevating Grader & Material Transfer Vehicle)
- Locomotives, Rod & Geared Engines
- Mixers
- Screening, Washing Plant
- Sideboom (cradling rock drill, regardless of size)
- Skidder
- Trenching Machines (under 16 inches)
- Water/Waste Water Treatment Operator

A1604 Group III, including:	38.54	9.60	10.50	1.00	L&M		0.10	59.74
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- "A" Frame Trucks, Deck Winches
- Bombardier (tack or tow rig)
- Boring Machine
- Brooms, Power
- Bump Cutter
- Compressor

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Power Equipment Operators

**See note on last page if remote site

						L&M	
A1604	Group III, including:	38.54	9.60	10.50	1.00	0.10	59.74
	Farm Tractor						
	Forklift, Industrial Type						
	Gin Truck or Winch Truck (with poles when used for hoisting)						
	Grade Checker & Stake Hopper						
	Hoists, Air Tuggers, Elevators						
	Loaders:						
	(a) Elevating-Athey, Barber Greene & similar types						
	(b) Forklifts or Lumber Carrier (on construction job sites)						
	(c) Forklifts, (with tower)						
	(d) Overhead & Front End, (under 2-1/2 yards)						
	Locomotives: Dinkey (air, steam, gas & electric) Speeders						
	Mechanics, Light Duty						
	Oil, Blower Distribution						
	Posthole Digger, Mechanical						
	Pot Fireman (power agitated)						
	Power Plant, Turbine Operator, (under 200 k.w.)						
	Pumps, Water						
	Roller (other than Asphalt)						
	Saws, Concrete						
	Skid Hustler						
	Skid Steer (with all attachments)						
	Straightening Machine						
	Tow Tractor						

						L&M	
A1605	Group IV, including:	32.33	9.60	10.50	1.00	0.10	53.53
	Crane Assistant Engineer/Rig Oiler						
	Drill Helper						
	Parts & Equipment Coordinator						
	Spotter						
	Steam Cleaner						
	Swamper (on trenching machines or shovel type equipment)						

Roofers

**See note on last page if remote site

						L&M	
A1701	Roofer & Waterproofer	42.95	7.43	2.91	0.81	0.10	0.02 54.22
A1702	Roofer Material Handler	30.07	7.43	2.91	0.81	0.10	0.02 41.34

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Sheet Metal Workers, Region I (North of N63 latitude)

						L&M	
N1801	Sheet Metal Journeyman	45.68	8.80	10.34	1.32	0.25	66.39

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching
- Skylight installation

Sheet Metal Workers, Region II (South of N63 latitude)

						L&M	
S1801	Sheet Metal Journeyman	40.49	8.80	11.42	1.18	0.33	62.22

- Air Balancing and duct cleaning of HVAC systems
- Brazing, soldering or welding of metals
- Demolition of sheet metal HVAC systems
- Fabrication and installation of exterior wall sheathing, siding, metal roofing, flashing, decking and architectural sheet metal work
- Fabrication and installation of heating, ventilation and air conditioning ducts and equipment
- Fabrication and installation of louvers and hoods
- Fabrication and installation of sheet metal lagging
- Fabrication and installation of stainless steel commercial or industrial food service equipment
- Manufacture, fabrication assembly, installation and alteration of all ferrous and nonferrous metal work
- Metal lavatory partitions
- Preparation of drawings taken from architectural and engineering plans required for fabrication and erection of sheet metal work
- Sheet Metal shelving
- Sheet Metal venting, chimneys and breaching

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Class Code	Classification of Laborers & Mechanics	BHR	H&W	PEN	TRN	Other Benefits	THR
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Sheet Metal Workers, Region II (South of N63 latitude)

S1801	Sheet Metal Journeyman	40.49	8.80	11.42	1.18	L&M 0.33	62.22
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Skylight installation

Sprinkler Fitters

A1901	Sprinkler Fitter	43.75	8.52	13.20	0.45	L&M 0.25	66.17
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Surveyors

**See note on last page if remote site

A2001	Chief of Parties	42.31	8.78	9.99	1.25	L&M 0.10	62.43
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A2002	Party Chief	40.72	8.78	9.99	1.25	L&M 0.10	60.84
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A2003	Line & Grade Technician/Office Technician	40.12	8.78	9.99	1.25	L&M 0.10	60.24
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A2004	Associate Party Chief (including Instrument Person & Head Chain Person)	38.00	8.78	9.99	1.25	L&M 0.10	58.12
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A2005	Stake Hop/Grademan	35.07	8.78	9.99	1.25	L&M 0.10	55.19
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A2006	Chain Person (for crews with more than 2 people)	33.66	8.78	9.99	1.25	L&M 0.10	53.78
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Truck Drivers

**See note on last page if remote site

A2101	Group I, including:	39.09	8.78	9.99	1.25	L&M 0.10	59.21
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- Air/Sea Traffic Controllers
- Ambulance/Fire Truck Driver (EMT certified)
- Boat Coxswain
- Captains & Pilots (air & water)
- Deltas, Commanders, Rollagons, & similar equipment (when pulling sleds, trailers or similar equipment)
- Dump Trucks (including rockbuggy & trucks with pups) over 40 yards up to & including 60 yards
- Helicopter Transporter
- Lowboys, including attached trailers & jeeps, up to & including 12 axles (over 12 axles or 150 tons to be negotiated)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

						L&M	
A2101	Group I, including:	39.09	8.78	9.99	1.25	0.10	59.21
	Material Coordinator and Purchasing Agent						
	Ready-mix (over 12 yards up to & including 15 yards) (over 15 yards to be negotiated)						
	Semi with Double Box Mixer						
	Tireman, Heavy Duty/Fueler						
	Water Wagon (250 Bbls and above)						
A2102	Group 1A including:	40.36	8.78	9.99	1.25	0.10	60.48
	Dump Trucks (including rockbuggy & trucks with pups) over 60 yards up to & including 100 yards (over 100 yards to be negotiated)						
	Jeeps (driver under load)						
A2103	Group II, including:	37.83	8.78	9.99	1.25	0.10	57.95
	All Deltas, Commanders, Rollagons, & similar equipment						
	Boom Truck/Knuckle Truck (over 5 tons)						
	Construction and Material Safety Technician						
	Dump Trucks (including rockbuggy & trucks with pups) over 20 yards up to & including 40 yards						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating over 5 tons)						
	Lowboys (including attached trailers & jeeps up to & including 8 axles)						
	Mechanics						
	Partsman						
	Ready-mix (over 7 yards up to & including 12 yards)						
	Stringing Truck						
	Super Vac Truck/Cacasco Truck/Heat Stress Truck						
	Turn-O-Wagon or DW-10 (not self loading)						
A2104	Group III, including:	37.01	8.78	9.99	1.25	0.10	57.13
	Batch Trucks (8 yards & up)						
	Boom Truck/Knuckle Truck (up to & including 5 tons)						
	Dump Trucks (including rockbuggy & trucks with pups) over 10 yards up to & including 20 yards						
	Expeditor (electrical & pipefitting materials)						
	Gin Pole Truck, Winch Truck, Wrecker (truck mounted "A" frame manufactured rating 5 tons & under)						
	Greaser - Shop						
	Oil Distributor Driver						
	Thermal Plastic Layout Technician						
	Traffic Control Technician						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers

**See note on last page if remote site

A2104 Group III, including:	37.01	8.78	9.99	1.25	0.10	L&M	57.13
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Trucks/Jeeps (push or pull)

A2105 Group IV, including:	36.43	8.78	9.99	1.25	0.10	L&M	56.55
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- Air Cushion or similar type vehicle
- All Terrain Vehicle
- Buggymobile
- Bull Lift & Fork Lift, Fork Lift with Power Boom & Swing Attachment (over 5 tons)
- Bus Operator (over 30 passengers)
- Combination Truck-Fuel & Grease
- Compactor (when pulled by rubber tired equipment)
- Dump Trucks (including Rockbuggy & trucks with pups up to & including 10 yards)
- Dumpster
- Expeditor (general)
- Fire Truck/Ambulance Driver
- Flat Beds, Dual Rear Axle
- Foam Distributor Truck Dual Axle
- Front End Loader with Fork
- Grease Truck
- Hydro Seeder, Dual Axle
- Hyster Operators (handling bulk aggregate)
- Loadmaster (air & water operations)
- Lumber Carrier
- Ready-mix, (up to & including 7 yards)
- Rigger (air/water/oilfield)
- Semi or Truck & Trailer
- Tireman, Light Duty
- Track Truck Equipment
- Vacuum Truck, Truck Vacuum Sweeper
- Warehouseperson
- Water Truck (Below 250 Bbls)
- Water Truck, Dual Axle
- Water Wagon, Semi

A2106 Group V, including:	35.67	8.78	9.99	1.25	0.10	L&M	55.79
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- Batch Truck (up to & including 7 yards)
- Buffer Truck
- Bull Lifts & Fork Lifts, Fork Lifts with Power Boom & Swing Attachments (up to & including 5 tons)

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Truck Drivers
 **See note on last page if remote site

						L&M	
A2106	Group V, including:	35.67	8.78	9.99	1.25	0.10	55.79
	Bus Operator (up to 30 passengers)						
	Farm Type Rubber Tired Tractor (when material handling or pulling wagons on a construction project)						
	Flat Beds, Single Rear Axle						
	Foam Distributor Truck Single Axle						
	Fuel Handler (station/bulk attendant)						
	Gear/Supply Truck						
	Gravel Spreader Box Operator on Truck						
	Hydro Seeders, Single axle						
	Pickups (pilot cars & all light-duty vehicles)						
	Rigger/Swamper						
	Tack Truck						
	Team Drivers (horses, mules, & similar equipment)						

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)
 **See note on last page if remote site

						L&M	LEG
N2201	Group I, including:	32.77	7.53	15.95	1.20	0.20	0.15 57.80
	Brakeman						
	Mucker						
	Nipper						
	Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)						
	Topman & Bull Gang						
	Tunnel Track Laborer						

						L&M	LEG
N2202	Group II, including:	33.87	7.53	15.95	1.20	0.20	0.15 58.90
	Burning & Cutting Torch						
	Certified Erosion Sediment Control Lead (CESCL Laborer)						
	Concrete Laborer						
	Jackhammer						
	Laser Instrument Operator						
	Nozzlemen, Pumpcrete or Shotcrete						
	Pipelayer Helper						

						L&M	LEG
N2203	Group III, including:	34.86	7.53	15.95	1.20	0.20	0.15 59.89
	Miner						
	Retimberman						

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The Alaska areas north of N63 latitude and east of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
N2204	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	63.50

- Asphalt Raker, Asphalt Belly Dump Lay Down
- Drill Doctor (in the field)
- Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)
- Licensed Powderman
- Pioneer Drilling & Drilling Off Tugger (all type drills)
- Pipelayer
- Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)

					L&M	LEG	
N2206	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	64.41

- Federally Licensed Powderman (Responsible Person in Charge)
- Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)

**See note on last page if remote site

					L&M	LEG	
S2201	Group I, including:	32.77	7.53	15.95	1.20	0.20	57.80

- Brakeman
- Mucker
- Nipper
- Storm Water Pollution Protection Plan Worker (SWPPP Worker - erosion and sediment control Laborer)
- Topman & Bull Gang
- Tunnel Track Laborer

					L&M	LEG	
S2202	Group II, including:	33.87	7.53	15.95	1.20	0.20	58.90

- Burning & Cutting Torch
- Certified Erosion Sediment Control Lead (CESCL Laborer)
- Concrete Laborer
- Jackhammer
- Laser Instrument Operator
- Nozzlemen, Pumpcrete or Shotcrete
- Pipelayer Helper

					L&M	LEG	
S2203	Group III, including:	34.86	7.53	15.95	1.20	0.20	59.89

- Miner
- Retimberman

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

Tunnel Workers, Laborers (The area that is south of N63 latitude and west of W138 longitude)
 **See note on last page if remote site

						L&M	LEG	
S2204	Group IIIA, including:	38.47	7.53	15.95	1.20	0.20	0.15	63.50
	Asphalt Raker, Asphalt Belly Dump Lay Down							
	Drill Doctor (in the field)							
	Driller (including, but not limited to wagon drills, air-track drills, hydraulic drills)							
	Licensed Powderman							
	Pioneer Drilling & Drilling Off Tugger (all type drills)							
	Pipelayer							
	Storm Water Pollution Protection Plan Specialist (SWPPP Specialist)							

						L&M	LEG	
S2206	Group IIIB, including:	39.38	7.53	15.95	1.20	0.20	0.15	64.41
	Federally Licensed Powderman (Responsible Person in Charge)							
	Grade Checking (setting or transferring of grade marks, line and grade, Stake Hopper)							

Tunnel Workers, Power Equipment Operators
 **See note on last page if remote site

						L&M		
A2207	Group I	44.03	9.60	10.50	1.00	0.10		65.23
A2208	Group IA	45.97	9.60	10.50	1.00	0.10		67.17
A2209	Group II	43.19	9.60	10.50	1.00	0.10		64.39
A2210	Group III	42.39	9.60	10.50	1.00	0.10		63.59
A2211	Group IV	35.56	9.60	10.50	1.00	0.10		56.76

* A remote site is isolated and relatively distant from the amenities of civilization, and usually far from the employee's home. As a condition of employment, the workers must eat, sleep, and socialize at the worksite and remain there for extended periods.

** This classification must receive board and lodging under certain conditions. A per diem option of \$75 is an alternative to providing meals and lodging. See Page v for an explanation.

*** Work in combination of classifications: Employees working in any combination of classifications within the diving crew (working diver, standby diver, and tender) in a shift are paid in the classification with the highest rate for a minimum of 8 hours per shift.

Wage benefits key: BHR=basic hourly rate; H&W=health and welfare; IAF=industry advancement fund; LEG=legal fund; L&M=labor/management fund; PEN=pension fund; SAF=safety; SUI=supplemental unemployment insurance; S&L=SUI & LEG combined; TRN=training; THR=total hourly rate; VAC=vacation

CITY OF HOMER BID TALLY SHEET:

PROJECT: Older Harbormaster Demolition Project 2015

Due Date and Time: July 30, 2015 @ 2:00 p.m.

City Clerk's Office

Bidder No.	Bidder Name and Address	Part B / Part A	Bid Amount /Additive Alternate Amt.
1.	Property Improvements 37885 Middleton Cir Fritz Creek, AK 99603	✓ / ✓	Non- Responsive Bid Bond not included
2.	Diversified Construction 18749 First St. Eagle River, AK 99557	✓ / ✓	\$17,100
3.	NRC Alaska 1749 Ship Ave. Anchorage, AK 99501	✓ / ✓	\$46,810
4.	Tutka, LLC 2485 E Zak Cir Wasilla, AK 99654	✓ / ✓	\$58,000
5.	Coldfoot Environmental 6670 Wes Way Anchorage, AK 99518	✓ / ✓	\$39,400
6.	Southern Exposure PO Box 2311 Homer, AK 99603	✓ / ✓	\$22,300
7.	Alaska Scrap & Recycling 42115 K-Beach Road Ste. C Soldotna, AK 99669	✓ / ✓	\$19,720
8.	East Road Services 33740 Jones Drive Homer, AK 99603	✓ / ✓	\$60,000
9.	Beachy Construction 5243 Kachemak Dr. Homer, AK 99603	✓ / ✓	\$26,900

10.	Moore & Moore Services DBA Quick Sanitation 3900 Sterling Highway Homer, AK 99603	✓ / ✓	\$8,300
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City Engineer's Estimate if applicable: _____

Staff Present: _____ **Public Works Director Meyer, Accounting Supervisor Moore, Deputy City Clerk Jacobsen** _____

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

3 Lewis/
4 Port and Harbor Advisory Commission

5 **RESOLUTION 15-072**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE PORT OF HOMER TERMINAL TARIFF NO. 600 AND
9 THE CITY OF HOMER FEE SCHEDULE ANNUAL MOORAGE RATES.

10
11 WHEREAS, City Council Resolution 06-100 resolves to establish a goal of gradually,
12 over ten years, attaining a cash balance in depreciation reserve accounts equal to 40% of
13 depreciable capital assets (excluding land); and

14
15 WHEREAS, In November 2012, the Homer City Council allocated \$20,000 for the
16 purpose of a port and harbor fee and tariff rate study; and

17
18 WHEREAS, In May 2013 an RFP was issued requesting proposals from qualified firms to
19 enter into a contract to conduct the study; and

20
21 WHEREAS, The contract was awarded to Northern Economics who completed the
22 work in November 2013; and

23
24 WHEREAS, Northern Economics presented the report to the City Council in December,
25 2013 and forward the report to the Port and Harbor Commission with the direction to review
26 and implement; and

27
28 WHEREAS, The Commission determined to focus on the harbor rates as its first priority
29 of recommendations of the report; and

30
31 WHEREAS, Northern Economics recommended either a square foot method or a
32 graduated linear foot method (the per foot moorage rate increases as vessels become longer)
33 to achieve a fair and equitable distribution of moorage fees; and

34
35 WHEREAS, The Commission considered and rejected a square foot method to achieve
36 the rate increase over a ten year period; and

37
38 WHEREAS, The Commission has selected the graduated linear foot method as its
39 preferred alternative to achieve a fair and equitable rate distribution; and
40

41 WHEREAS, The Commission has determined it necessary to increase rates at 3.2% per
42 year for the next ten years, plus the annual consumer price index (CPI) to achieve the financial
43 goal; and
44

45 WHEREAS, The Commission held an open house on April 22 and a public hearing on
46 June 24 to receive testimony.
47

48 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the
49 Port of Homer Terminal Tariff No. 600 and the City of Homer Fee Schedule for annual
50 moorage fees to include a 3.2% moorage fee increase per year in addition to the annual CPI
51 increase effective January 1, 2016 and;
52

53 BE IT FURTHER RESOLVED that a graduated linear foot rate structure be developed,
54 along with its implementation schedule in time for its use in assessing moorage rates
55 effective January 1, 2017.
56

57 PASSED AND ADOPTED by the Homer City Council on this 10th day of August, 2015.
58

59 CITY OF HOMER
60

61
62 _____
63 MARY E. WYTHE, MAYOR
64

65 ATTEST:
66

67
68 _____
69 JO JOHNSON, MMC, CITY CLERK
70

71 Fiscal Note: N/A
72

PORT AND HARBOR OF HOMER 4350 HOMER SPIT ROAD HOMER, ALASKA 99603 PHONE: 907.235.3160 TERMINAL TARIFF NO. 600	FMC NO. 600	PAGE	35
		REVISED PAGE NO.	15th

RULE: 34.18 - HARBOR MOORAGE RATES
(continued)

For billing purposes, when the actual length of the vessel is not immediately available, length of the vessel as published in “Lloyd’s Register of Shipping” may be used. The City of Homer reserves the right to: (1) obtain the length from the vessel’s register, or (2) measure the vessel.

All vessels in the harbor are subject to these rates, except properly registered seine skiffs or work skiffs attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the deck or super structure of the mother vessel and is regularly used in the commercial enterprise of the mother vessel.

(b) ANNUAL MOORAGE FEE:

The annual moorage fee for reserved moorage and transient moorage privileges shall be ~~forty one dollars and seventy cents (\$41.70)~~ **forty three dollars and three cents (\$43.03) plus the annual CPI increase** per lineal foot based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swimsteps etc.) plus a fifty dollar (\$50.00) administration charge; or for a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration charge.

Any reproduction in the moorage fee due to a substituted or amended moorage agreement is not applied retroactively and the owner or operator is not entitled to a refund or a pro-rata adjustment of the moorage fees already due or paid. Any moorage agreement that expires will, after five days, automatically be charged a monthly rate retroactive to the expiration date. Unregistered vessels will also, after 5 days, automatically be charged a monthly rate retroactively to the date the vessel entered the harbor.

- (1) All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year’s moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster. Any other arrangements are at the discretion of the Harbormaster and must be made in advance.

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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

