

City Council
June 12, 2017
Monday

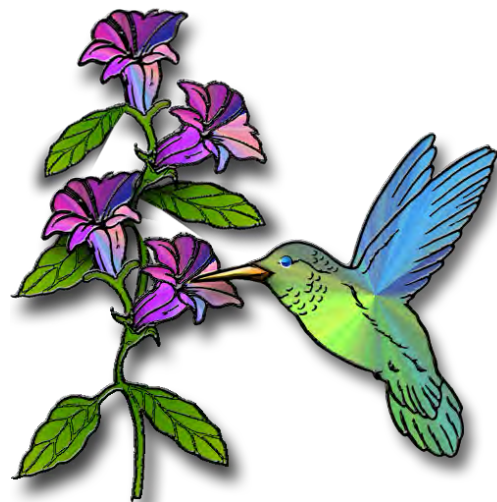


Worksession 4:00 P.M.
Committee of the Whole 5:00 P.M.
Regular Meeting 6:00 P.M.



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

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June 2017

- Monday 12th:** **CITY COUNCIL**
Work session 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m.
- Tuesday 13th:** **ECONOMIC DEVELOPMENT ADVISORY COMMISSION**
Work session 5:00pm., Regular Meeting 6:00 p.m., Conference Room
- SPECIAL ELECTION DAY** 7:00 a.m. to 8:00 p.m.
- ALASKA CHAMBER MEMBERS RECEPTION**
Land's End Quarter Deck 5:30-6:30pm.
- Thursday 15th:** **PARKS ART RECREATION AND CULTURE ADVISORY COMMISSION**
Regular Meeting 5:30pm.
- Friday 16th:** **CANVASS BOARD**
Meeting 2:00pm
- Saturday 17th:** **KACHEMAK BAY WATER TRAIL PAVILION GRAND OPENING**
Opening at 12:00pm
- Monday 19th:** **CITY COUNCIL**
Special Meeting 4:00 p.m.
- Wednesday 21st:** **PLANNING COMISSION**
Work session 5:30pm, Regular Meeting 6:30pm.
- Monday 26th:** **CITY COUNCIL**
Work Session 4:00pm., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m.

Regular Meeting Schedule

- City Council 2nd and 4th Mondays 6:00 p.m.
Library Advisory Board 1st Tuesday 5:30 p.m. with the exception of
January April August November
Economic Development Advisory Commission 2nd Tuesday 6:00 p.m.
Parks Art Recreation and Culture Advisory Commission 3rd Thursday 5:30 p.m. with the exception of
July, December, January
Planning Commission 1st and 3rd Wednesday 6:30 p.m.
Port and Harbor Advisory Commission 4th Wednesday 5:00 p.m. (May-August 6:00 p.m.)
Cannabis Advisory Commission Quarterly 4rd Thursday 5:00 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

- BRYAN ZAK, MAYOR – 18
DAVID LEWIS, COUNCILMEMBER – 17
CATRIONA REYNOLDS, COUNCILMEMBER – 17
DONNA ADERHOLD, COUNCILMEMBER – 18
HEATH SMITH, COUNCILMEMBER – 18
SHELLY ERICKSON, COUNCILMEMBER – 19
TOM STROOZAS, COUNCILMEMBER - 19
City Manager, Katie Koester
City Attorney, Holly Wells

<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

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



WORKSESSION
4:00 P.M. MONDAY
JUNE 12, 2017
COWLES COUNCIL CHAMBERS

MAYOR BRYAN ZAK
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER CATRIONA REYNOLDS
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

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. PORT AND HARBOR DIRECTOR AND THE PORT AND HARBOR ADVISORY COMMISSION RE: RESOLUTION 17-060, A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, ADOPTING THE REVISED PORT AND HARBOR TARIFF 1. CITY MANAGER/PORT AND HARBOR DIRECTOR.** Page 177
Memorandum 17-087, from Port and Harbor Director as back up.
- 4. POLICE STATION BUILDING TASK FORCE RECOMMENDATIONS** (If time allows) Page 7
Memorandum 17-093 from City Manager as back up.
- 5. COMMENTS OF THE AUDIENCE**
- 6. ADJOURNMENT NO LATER THAN 4:50 P.M.**
Next Regular Meeting is Monday, June 26, 2017 at 6:00 p.m. a Worksession at 4:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



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 17-093

TO: Mayor Zak and Homer City Council
FROM: Katie Koester, City Manager
DATE: June 7, 2017
SUBJECT: Police Station Follow up

At the May 30th meeting Council requested a number of follow up questions to help facilitate their discussion on the new police station project.

1) What are the possibilities for local financing (ask former Public Safety Building Committee Chair)

The financing of the building (not as a bond but as a traditional loan) is within local expertise. Such a partnership requires an annual schedule K to each partner for the purpose of income declaration. Mr. Castner is well versed in such partnerships and thinks there are interested local investors, how many, how much and whether the rate can be more competitive than a tax-exempt bond remains a question.

As a reference point, I requested updated interest rate figures from the Alaska Municipal Bond Bank Authority (AMBBA). The scenarios below use an estimate with current (June 5, 2017) rates at 3.70%. However, the potential issuance is in the future, so AMBBA added another scenario at 4.70% to show a broader range. The Bond Bank cautioned that the high volatility in the fixed income and municipal markets could widen the outcome further than this forecast provides.

\$6mm, 25 year level debt service, 3.7%: approximately \$370,000 per year

\$6mm, 25 year level debt service, 4.7%: approximately \$410,000 per year

\$9mm, 25 year level debt service, 3.7%: approximately \$552,000 per year

\$9mm, 25 year level debt service, 4.7%: approximately \$612,000 per year

2) Look at the station recently built in Petersburg and how that building meets the space needs of the Homer Police Department. See the attached memos from Chief Robl regarding space needs and comparing the communities of Petersburg and Homer.

3) Look at other facilities that are being built in Alaska.

The Municipal Building in Petersburg, which included a police station, was finished early this year for just under \$10 million. See attached floor plans for Petersburg.

Skagway just moved into their joint Police/Fire building. This over 24,000 square foot combined facility was constructed for \$12.6 M that the community bonded 30 years for. Skagway has a

population of 850. Their police department has 11 total employees and they have a small jail. See floor plans attached.

Additional Things to Consider...

Even if Council does not develop a project that is ready to put before the voters this year, I encourage the Council and City to continue working on the project in the direction of shovel ready plans. The City is in a much better position to take advantage of opportunities or potential grants if the basics are lined out for a facility. For example, Governor Walker recently solicited infrastructure project proposals from Alaska municipalities and tribes that might qualify for consideration under a national infrastructure funding program under the Trump Administration. Projects must meet certain criteria to qualify for consideration: (1) must have a significant local match or private sector component as part of the overall funding package; (2) should be shovel ready; (3) does not qualify for other federal funding programs; and (4) contributes to one or more of the federal goals for the infrastructure program.

The new Police Station project meets two of the five federal goals listed. It rebuilds failing public critical infrastructure and meets an immediate life/safety concern not readily addressable by other means. Council will consider a resolution at the June 26 meeting to submit projects to Governor Walker

Enc:

- Building Space Needs Memo from Chief Robl
- New Police Station Design Memo from Chief Robl
- Petersburg vs. HPD Statistics Memo from Chief Robl
- Petersburg Municipal Building Floor Plans
- Skagway Police/Fire Station Floor Plans



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM

DATE: May 5, 2017
TO: Building Task Force
FROM: Mark Robl, Chief of Police
SUBJECT: Petersburg Police Department Statistics

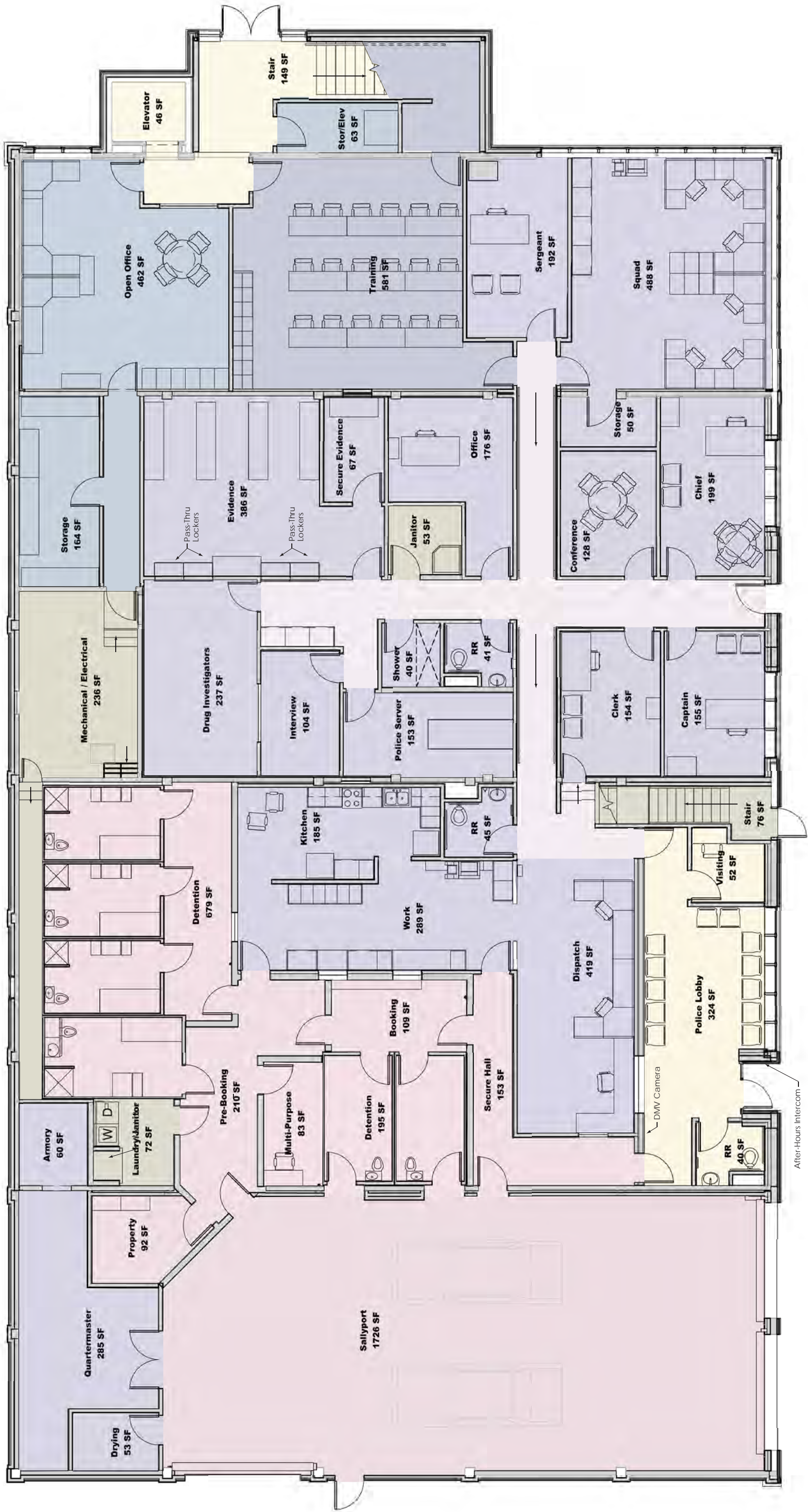
Petersburg has a staff of 5 dispatchers and 10 officers, including the chief and jail officers.

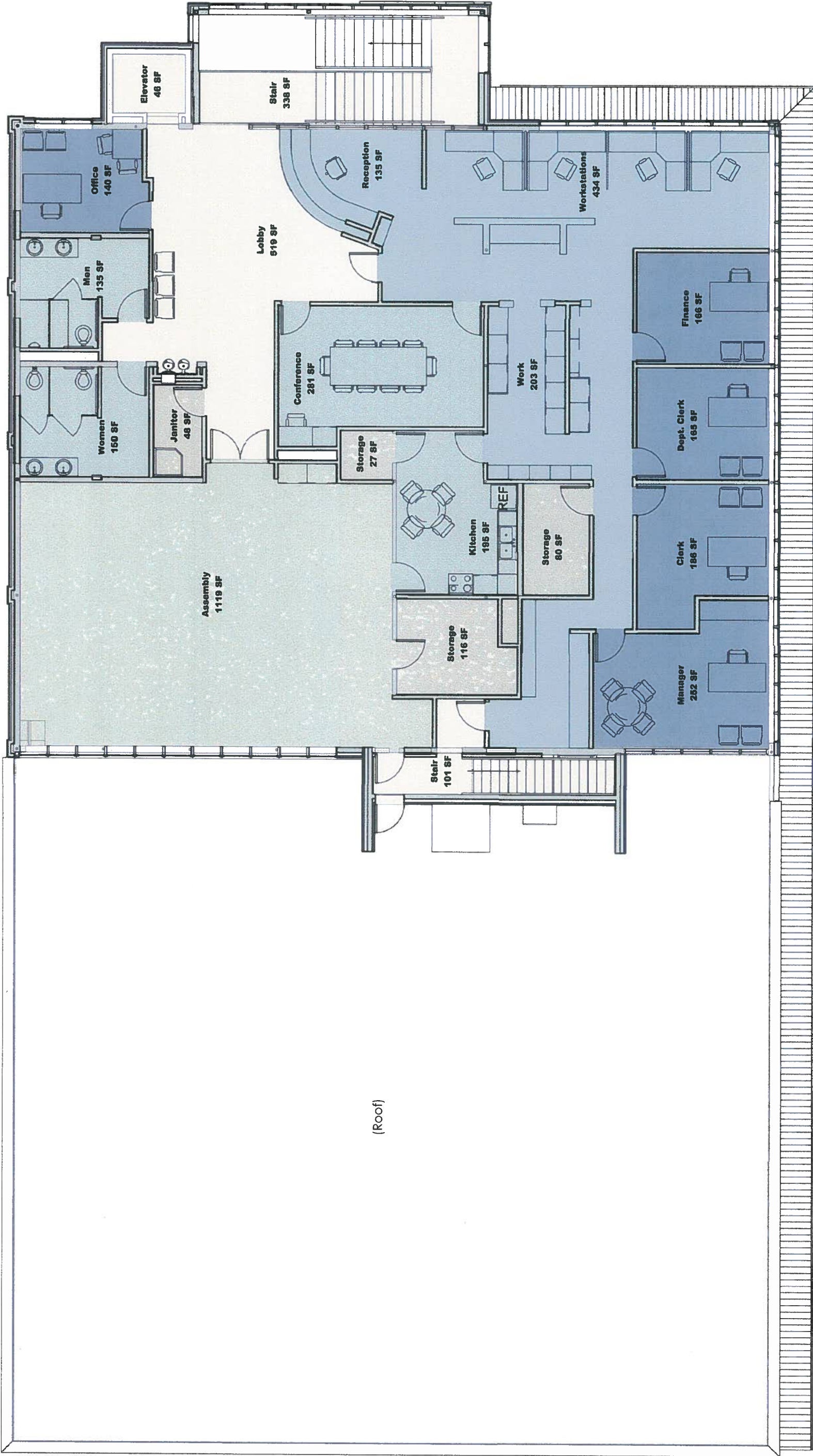
Homer has a staff of 7 dispatchers, 12 police officers, 3 full time jail officers and 1 part time jail officer.

Our statistics for 2016 compare as follows:

	Homer	Petersburg
Cases	8353	4096
Arrests	332	78
Jail - man days served	843	549.5
Prisoners housed	510	97

One difference between our operations that has to be considered is in the jail. Homer's jail is a maximum ten day hold facility. Anyone sentenced to more than ten days is typically transported to Wildwood Pre-Trial within a day or two of being booked in. Petersburg is a 15 day maximum hold facility. Prisoners with longer sentences have to be flown out of Petersburg. Prisoners are typically held for most of the 15 days prior to being flown out. Bad weather sometimes delays flights resulting in prisoners staying past 15 days. This difference accounts for the relatively high number of man days served in the Petersburg jail by a smaller number of prisoners.





(Roof)





CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM

DATE: April 24, 2017
TO: Public Safety Building Task Force
FROM: Mark Robl, Chief of Police
SUBJECT: Space Needs

Before I provide a space needs estimate, I'd like to offer a few general comments and reflect on the HERC site. I will try to provide the information based on my understanding of the task force's request.

There are some advantages to utilizing the HERC site. It is large enough for both the police department and the fire department to be collocated on for many, many years. The site has been inspected and has suitable soils for commercial building construction. The existing building has been inspected by professionals and was found to be structurally sound. The location fits the response time and distance proximities for both police and fire. It is well above the tsunami inundation zone. It has enough room for all of our needs including a Emergency Operations Center. Preliminary plans are done and it would not take much to make this your 9 million dollar option if you choose to go that route. I believe the nine million dollar range could be reached by eliminating the shooting range, reducing the size of the jail and perhaps making a few other changes as well.

Regardless of the direction you choose to go, I highly recommend a communications firm be involved in the final design of the building. It is absolutely critical to ensure the design includes the proper routing of communications related cabling, and the proper location of climate controlled spaces for communications equipment and computer equipment. This will add some cost to the building design but will save money in the future if it prevents radio interference problems and the pre-mature failure of equipment. Communications system engineers should design the layout for all of our internal technology needs, including intercom systems, video surveillance, computer system/wiring and of course radio communications. They will make sure things work right the first time without interference and can be modified easily in the future when technological change occurs rendering existing systems obsolete.

Another important factor to consider during building design is how our work flow processes occur throughout the day. This affects how the proximity of work spaces should be designed to ensure orderly, efficient and safe operations. The right design can also help to ensure we can get the job done with the smallest staff possible. For example; we do not have receptionists, our dispatchers perform that function. Members of the public come into our building 24/7 for various purposes. Our dispatch center has to be close enough to the

lobby area to allow the dispatcher to go to the service counter while not exceeding the headphone operability distance from the radio console. Our dispatchers also help out with performing pat-down searches of female prisoners. So the headphone operability distance again comes into play.

I am sending the task force a memo I wrote in 2014 about the jail expansion for your reference. It highlights some of the problems with our existing jail spaces and design. I still feel the jail should be expanded. Going to five cells instead of eight will be workable but I recommend the design accommodates a future expansion of the jail should the need arise. I'm not sure what you know about the need for Homer to have a jail. The bottom line is we need a jail to take prisoners to after we arrest them. We are required to provide prisoner care from the time of the arrest to the arraignment. This will not change unless the state or some other entity builds a jail in Homer. Post arraignment care is the responsibility of the state for which they compensate us with a jail contract.

I am also sending the task force a memo I wrote in June of last year about the design of the new police station on the HERC site. In it I wrote a little bit about how we got to the point of repurposing the HERC and a lot about space needs justification. I hope it helps you to understand what our needs are and why.

Finally, a few comments on site selection. The site should be comfortably above the tsunami inundation zone and as centrally located in our response area as possible. We need to have approximately 20 parking spaces for the general public and 16 for police vehicles. Ideally we will have room on site for a fenced impound yard to hold seized vehicles, bikes and other equipment. We should have 600 square feet of covered storage for our equipment. I highly recommend heated garage space for at least four police vehicles with easy ingress/egress located near the patrol entrance to the building. We need space for our back-up generator, contraband incinerator and a dumpster.

Essential Space Needs

I will do my best to make some space needs recommendations to you. Please keep in mind I am not an architect. I will not include essential spaces for mechanical and ventilation systems. I will not include stairwells, hallways and interconnecting elements. My estimates should be viewed as general ones. You've already seen the justifications for our various needs so I will not repeat them here. My estimates require the proximities to be properly designed. I consider the following space needs to be essential:

Jail, five cells, visitation, interview room, jail support.	2164
Investigation/Patrol, offices, storage, training and briefing.	2400
Dispatch, mail room, copy, storage, IT, radios, soft interview.	1832
Exercise, physical training, lockers, showers, storage.	1232
Evidence receiving, processing.	896
Vehicle evidence processing.	360
Evidence storage.	900
Gun cleaning, storage.	244
Support, janitorial, rest rooms.	307
Kitchen	100
Total	10,435

Urgent Space Needs

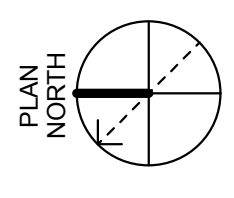
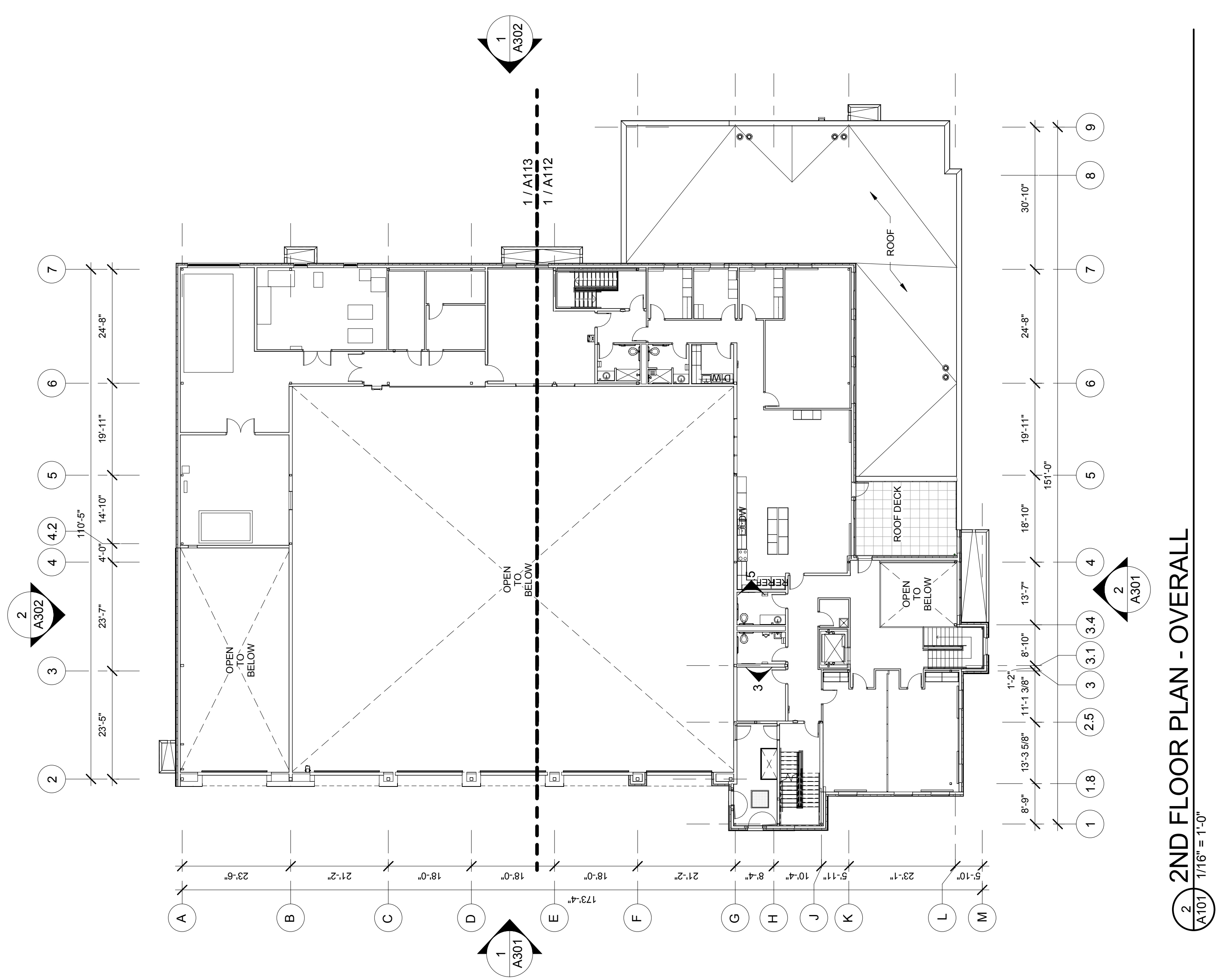
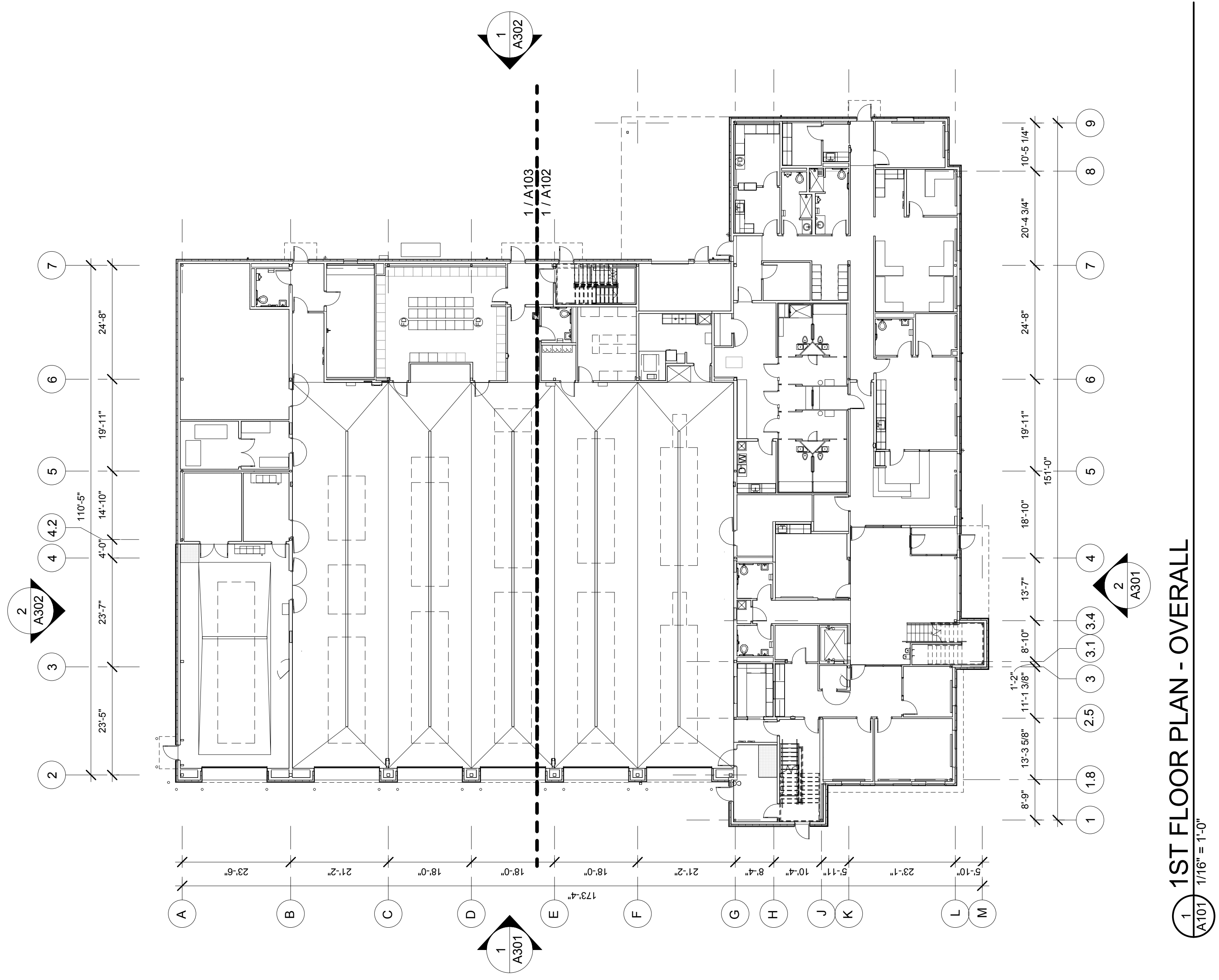
Here are the first items I recommend adding in if funding permits. I consider all of these to be slightly below essential in need. The building could be designed to add a sally port on later but most of this square footage should really be included in the initial build.

Jail - Provide a sally port.	439
Investigation/Patrol – Increase training/briefing area.	400
Dispatch - Increase main dispatch area.	200
Exercise - Increase gym area; add separate female locker/shower area.	532
Evidence – add boot wash/raingear/decontamination areas.	115
Storage – Increase storage space throughout the building.	300
Total	1986

Important Space Needs

The space needs detailed here are all very important. If we can't build them in to start with we should plan for them to be added in the future. One important need can share the same space. Homer does not have an Emergency Operations Center, (EOC). The police department needs a mat room for conducting physical means of arrest and defensive tactics training. One large room could fill both needs. The equipment for both needs could be present and the room could be designed to be easily converted from a mat room to an EOC.

Jail – Hard interview room, laundry, defined intox area, drug investigations.	390
Investigation/Patrol – Additional office spaces	460
EOC/Mat room	900
Evidence Storage – Increase long term storage area.	400
Vehicle Evidence Processing – Provide space for two bays.	360
Gun Range – Four shooting lanes	2500
Total	5010



FLOOR PLANS - OVERALL
A101

PROJECT NO:	11-117	
DATE:	JANUARY 22, 2016	
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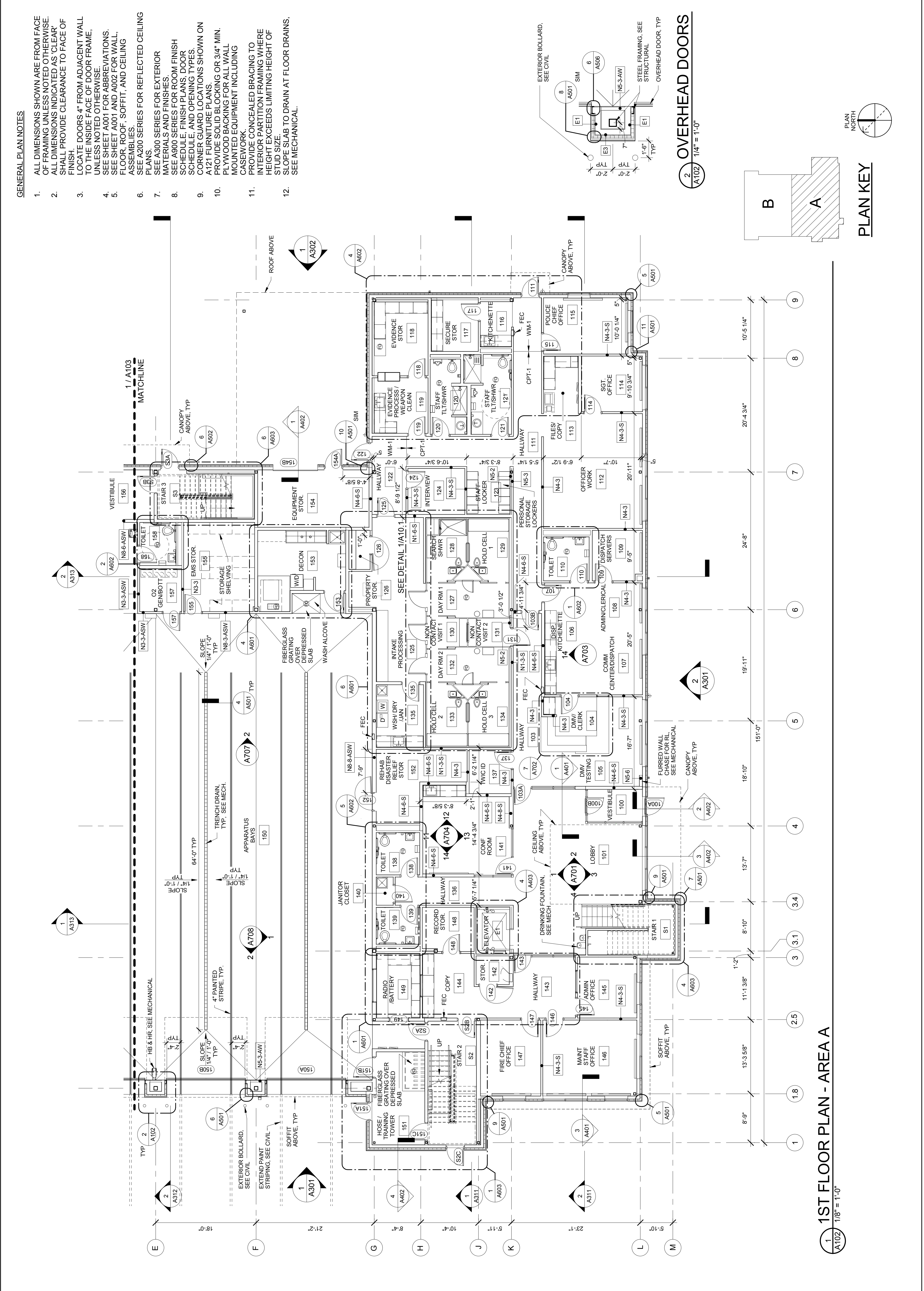
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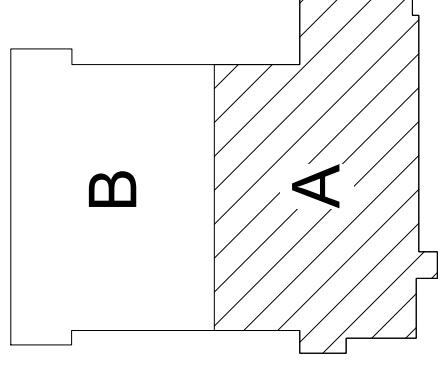
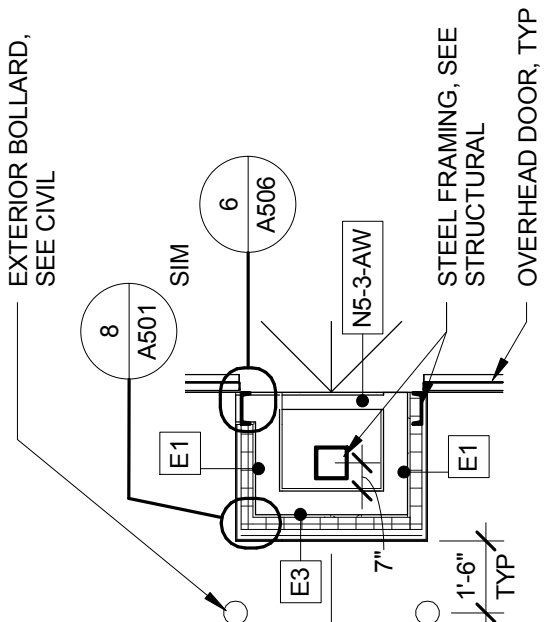
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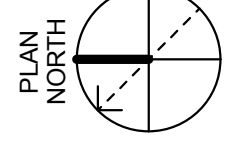


- GENERAL PLAN NOTES**
1. ALL DIMENSIONS SHOWN ARE FROM FACE OF FRAMING UNLESS NOTED OTHERWISE.
 2. ALL DIMENSIONS INDICATED AS "CLEAR" SHALL PROVIDE CLEARANCE TO FACE OF FINISH.
 3. LOCATE DOORS 4" FROM ADJACENT WALL TO THE INSIDE FACE OF DOOR FRAME, UNLESS NOTED OTHERWISE.
 4. SEE SHEET A001 FOR ABBREVIATIONS.
 5. SEE SHEET A001 AND A002 FOR WALL, FLOOR, ROOF, SOFFIT, AND CEILING ASSEMBLIES.
 6. SEE A200 SERIES FOR REFLECTED CEILING PLANS.
 7. SEE A300 SERIES FOR EXTERIOR MATERIALS AND FINISHES.
 8. SEE A900 SERIES FOR ROOM FINISH SCHEDULE, FINISH PLANS, DOOR SCHEDULE, AND OPENING TYPES.
 9. CORNER GUARD LOCATIONS SHOWN ON A121 FURNITURE PLANS.
 10. PROVIDE SOLID BLOCKING OR 3/4" MIN. PLYWOOD BACKING FOR ALL WALL MOUNTED EQUIPMENT INCLUDING CASEWORK.
 11. PROVIDE CONCEALED BRACING TO INTERIOR PARTITION FRAMING WHERE HEIGHT EXCEEDS LIMITING HEIGHT OF STUD SIZE.
 12. SLOPE SLAB TO DRAIN AT FLOOR DRAINS, SEE MECHANICAL.

2 OVERHEAD DOORS
A102 1/4" = 1'-0"



PLAN KEY



1 1ST FLOOR PLAN - AREA A
A102 1/8" = 1'-0"

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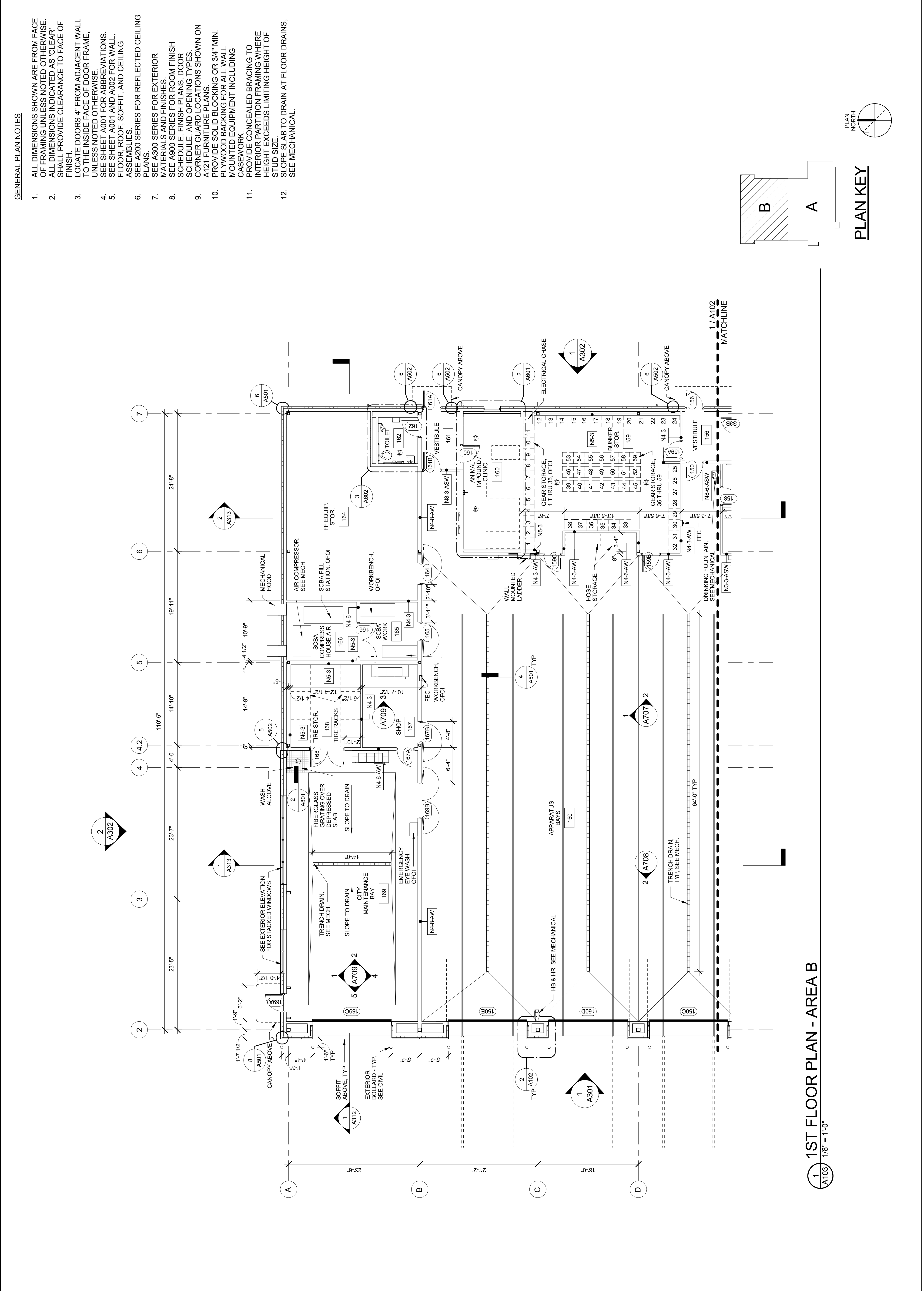
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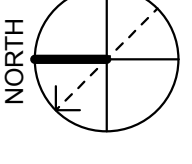
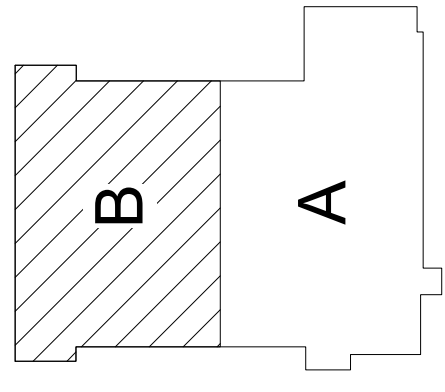
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1ST FLOOR PLAN - AREA A
A102



1ST FLOOR PLAN - AREA B

1 1ST FLOOR PLAN - AREA B
1/8" = 1'-0"



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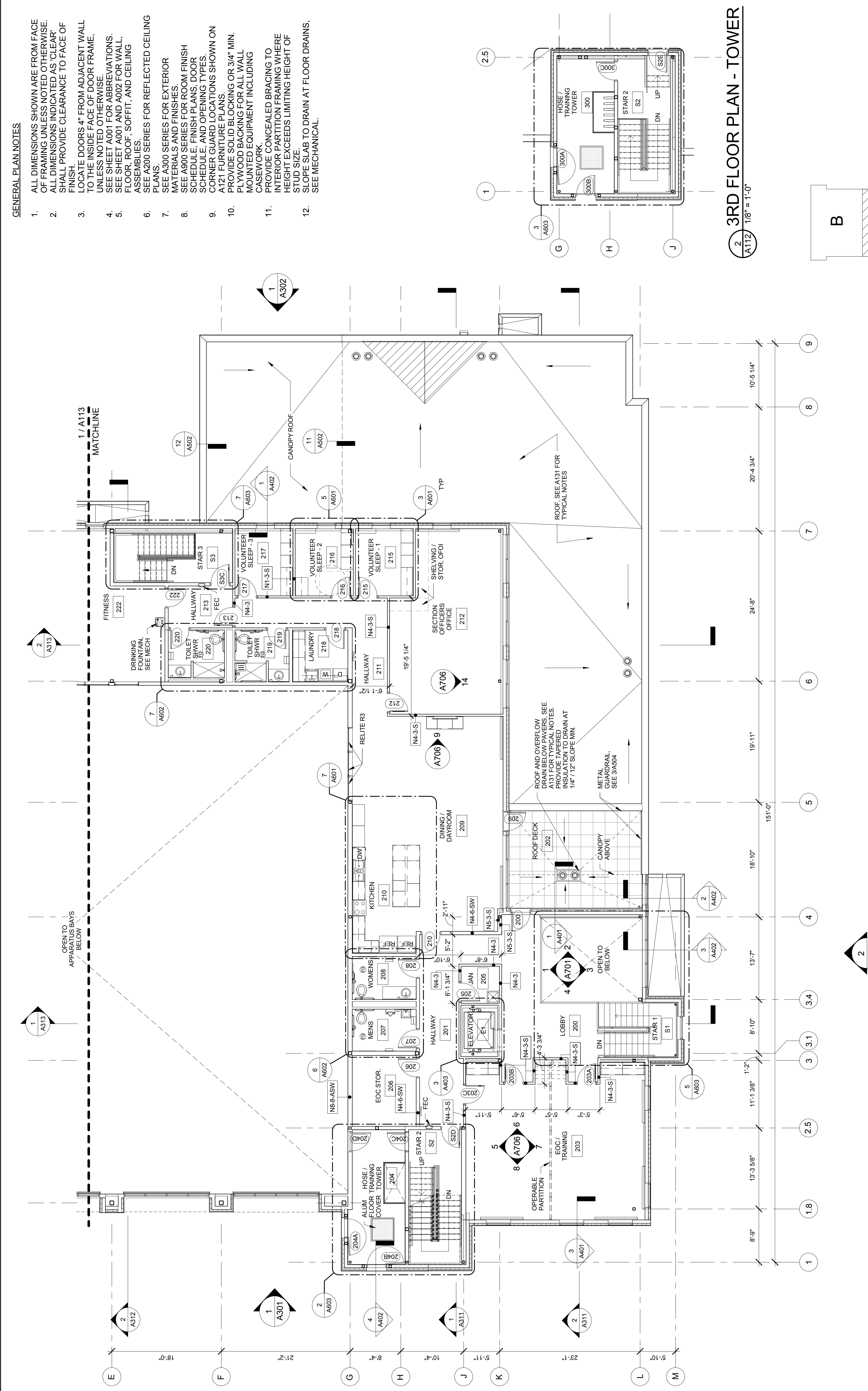
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1ST FLOOR PLAN - AREA B

A103

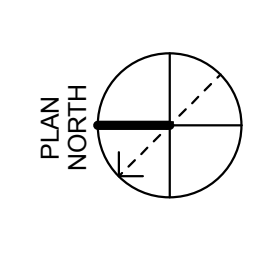
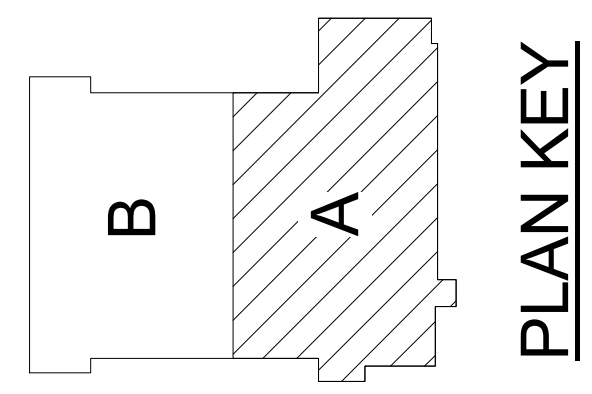
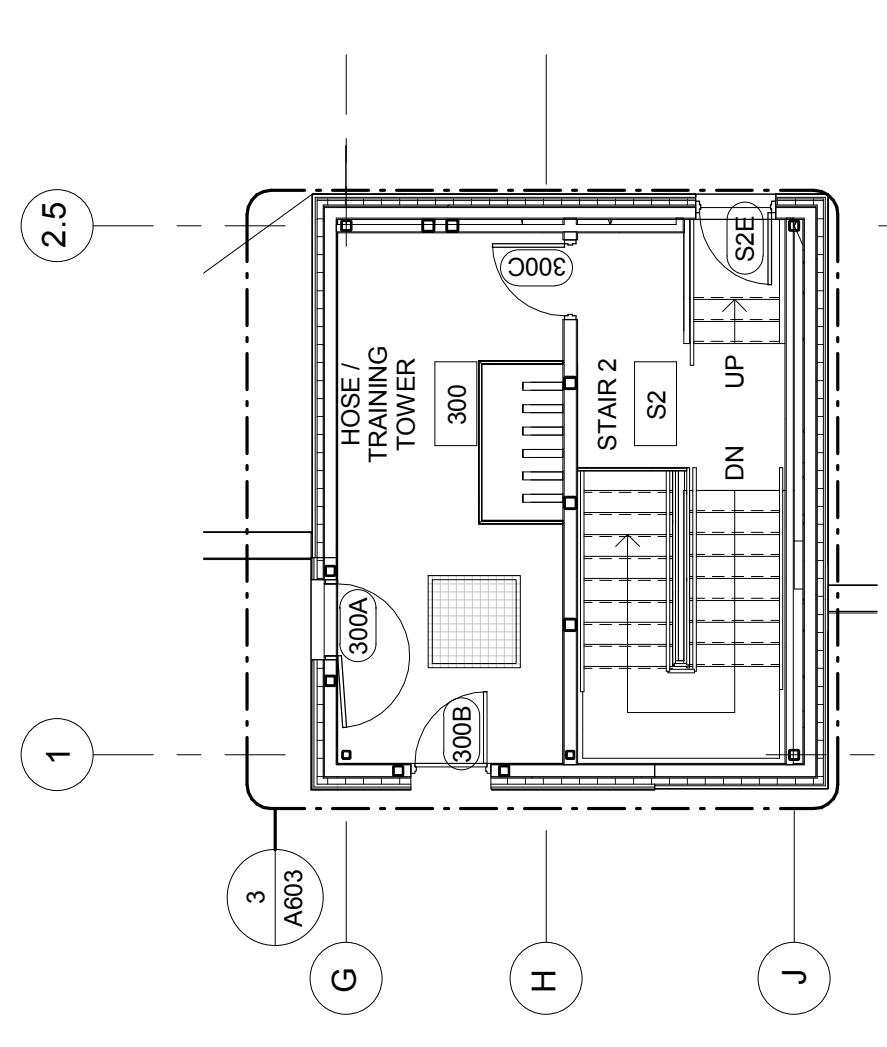
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1 2ND FLOOR PLAN - AREA A
 A112 1/8" = 1'-0"

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 12. SLOPE SLAB TO DRAIN AT FLOOR DRAINS, SEE MECHANICAL.

2 3RD FLOOR PLAN - TOWER
 A112 1/8" = 1'-0"



PLAN KEY

CONSULTANT:

PROJECT NO: 11-117
 DATE: JANUARY 22, 2016
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2ND FLOOR PLAN - AREA A & TOWER

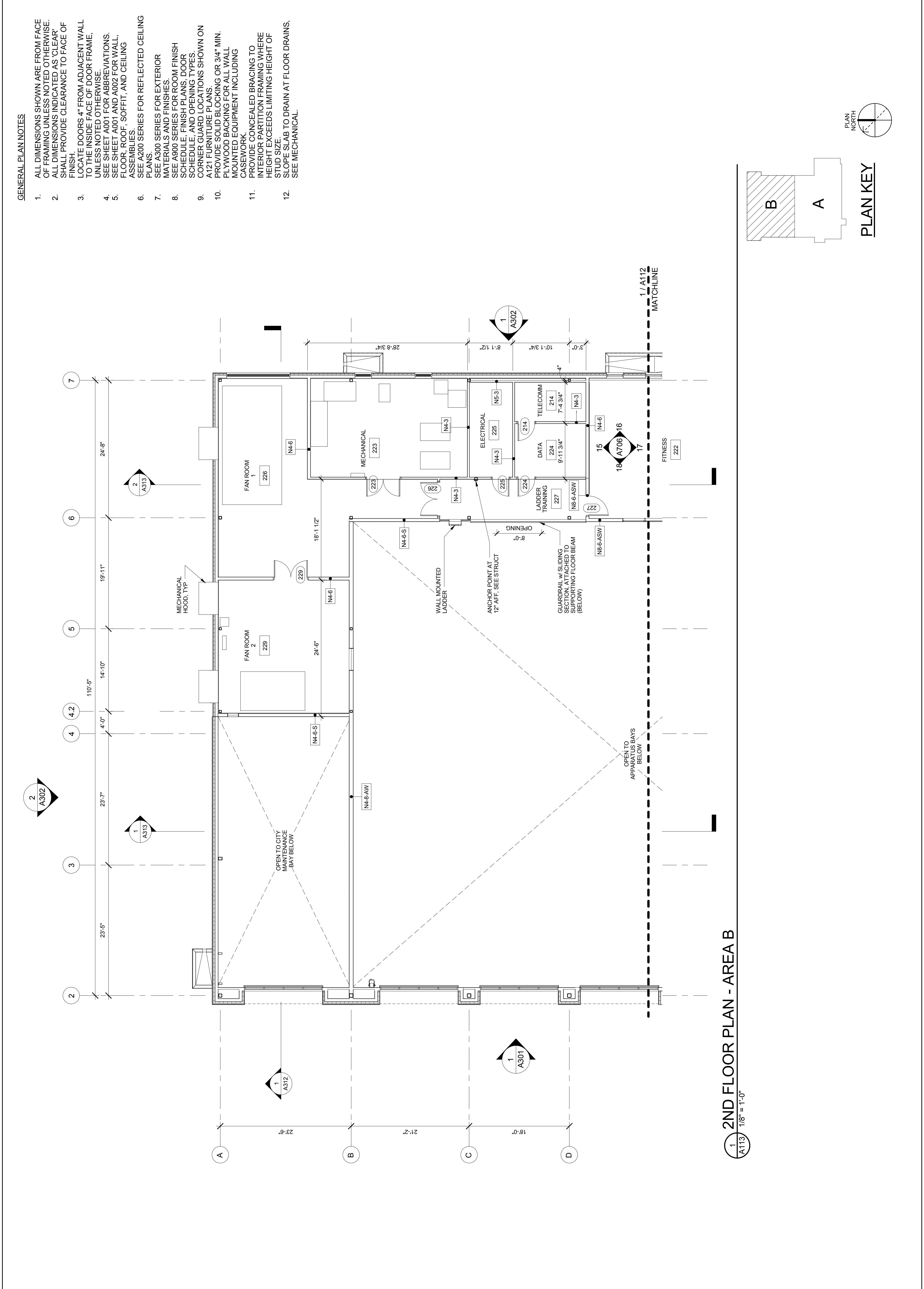
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STATE OF ALASKA
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1-22-2016

2600 DENALI STREET SUITE 710 ANCHORAGE, ALASKA 99503 907 561-5780
212 FRONT STREET FAIRBANKS, ALASKA 99701 907 456-5780
WWW.BETTSWORTHNORTH.COM

SKAGWAY PUBLIC SAFETY FACILITY
MUNICIPALITY OF SKAGWAY
SKAGWAY, ALASKA

100% CONSTRUCTION DOCUMENTS

CONSULTANT:

PROJECT NO: 11-117
DATE: JANUARY 22, 2016
DRAWN BY: SM
CHECKED BY: RR

Symbol	Description	Date

2ND FLOOR PLAN - AREA B

A113

BETTSWORTH NORTH ARCHITECTS & PLANNERS ©

BUILDING GRID LAYOUT PLAN
C103

PROJECT NO: 11-117
 DATE: JANUARY 22, 2016
 DRAWN BY: KAP
 CHECKED BY: JMP
 Symbol Description Date

CONSULTANT:
R & M ENGINEERING
 6205 GLACIER HIGHWAY
 JUNEAU, ALASKA 99801
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 rmj@uneau.com

100% CONSTRUCTION DOCUMENTS
 MUNICIPALITY OF SKAGWAY
SKAGWAY, ALASKA

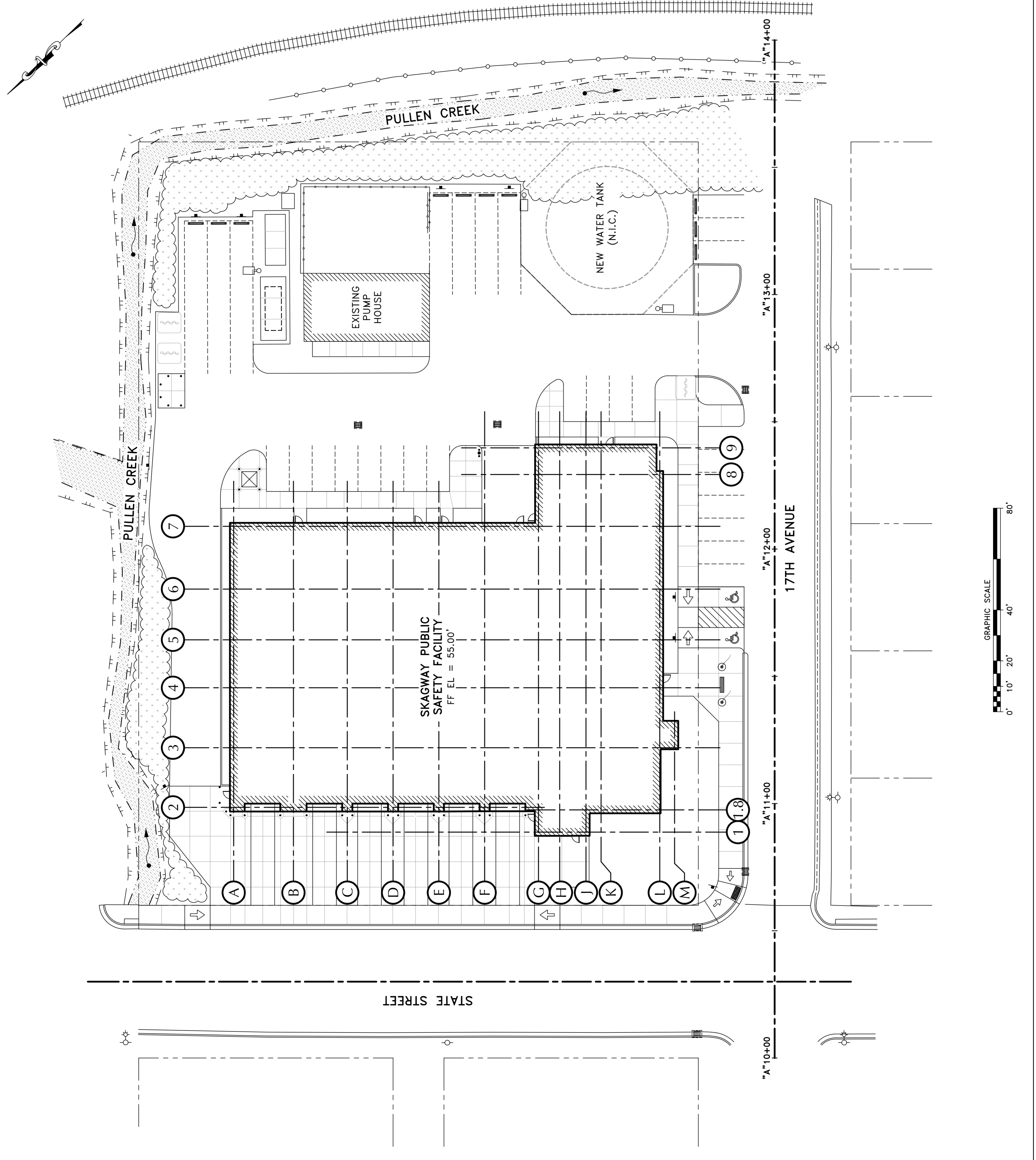
SKAGWAY PUBLIC SAFETY FACILITY



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 ARCHITECTS AND PLANNERS
 212 FRONT STREET FAIRBANKS, ALASKA 99701 907 456-5780
 2600 DENALI STREET SUITE 710 ANCHORAGE, ALASKA 99503 907 561-5780
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BUILDING GRID LAYOUT

GRID INTERSECTION	STATION	OFFSET
A-2	"A"10+98.50	212.65 LT
A-7	"A"12+08.92	212.65 LT
G-1	"A"10+88.75	92.82 LT
G-2	"A"10+98.50	92.82 LT
G-9	"A"12+39.75	92.82 LT
J-1	"A"10+88.75	74.15 LT
J-1.8	"A"10+97.50	74.15 LT
L-3	"A"10+97.50	45.15 LT
L-8	"A"11+21.92	45.15 LT
L-9	"A"12+29.31	45.15 LT
M-3	"A"12+39.75	45.15 LT
	"A"11+21.92	39.32 LT





CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM

DATE: June 9, 2016
TO: Public Safety Building Committee
FROM: Mark Robl, Chief of Police
SUBJECT: New Police Station Design

I have reviewed the current plan for the new police station and have compared it to previous plans and our space needs. I again offer justification for the square footage currently proposed and the needs we have to consider in the new facility. Some of the wording in this memorandum is reproduced from one I wrote earlier this year but it has all been reconsidered and updated.

This project has been in the works now for over two years. We started with a comprehensive space needs study conducted by the Berry architectural firm from Washington State. The Berry's spent considerable time reviewing our current operations, interviewing staff and projecting population growth for our area into the future. We should not forget their initial involvement or discount their work. They are experts in this field and have designed many police and fire stations across the Pacific Northwest. The process they undertook for us was methodical and thorough. Based on it the first proposed design for our new facility was 31,520 square feet of entirely new construction. Concerned with costs we reduced the design down and down further and have ultimately chosen a new concept including the renovation of the existing old school building known locally as the "HERC". The new concept consists of attaching a new building to the HERC of 13,161 square feet. Considering the demolition of one part of the existing building, we will be renovating approximately 17,181 square footage of the old building and effectively ending up with a new police station of 30,342 square feet, very close to the initial proposed design as dictated by the space needs study.

Because of the existing building design of the HERC, there is extra square footage in large hallways that we need to recognize. Also, the full gymnasium is larger than our needs but I am convinced we will be able to make very good use of it for exercise, training and drill spaces. Other spaces larger than necessary for us include the break room and kitchen area. We do need these spaces and will utilize them. The sizes of these rooms are dictated by the existing walls in the old building. I don't think it makes sense to board up any of these rooms or divide them up to somehow eliminate the extra space. Remember we are building for forty to fifty years out. The spaces will shrink as the years go by and the small amount of extra space we start with will be crucial to meet the needs of the department in the future. With the new concept of renovating the existing HERC, it becomes harder to make square footage comparisons to what we started with. We will now be building 18,359

square feet less of new construction than the original design at a considerable savings. I am against the recent reduction of space from the briefing/training area on the first floor and the corresponding reduction to the lobby area on the second floor. I saw these as areas we could utilize in different ways in the future and possibly expand other uses into if the need arose.

Jail

Jail size in the new facility is estimated at 4622 SF. This includes a sally port of 434 square feet. It is 175 square feet smaller than our original design, so is almost identical. The most significant area of square footage increase in the jail is in the number of cells. It also has new spaces we do not currently have. These include a new soft interview room, secure and private attorney/inmate visitation rooms, a laundry room, temporary storage for evidence, officer/inmate interview rooms, an increased jail records storage area and a temporary holding room. The new jail is proposed to contain 8 cells versus the four we have now. Four cells are not enough, causing us to run out of space for prisoners on a regular basis. All eight cells would have been filled for over a week in May and at various other times this year. We currently don't have the right configuration of cells. We are required by law to keep juveniles sound and sight separated from adults. We cannot do so in our existing facility. Felons need to be separate from misdemeanants, males from females, ill prisoners from healthy ones and so on. We often have prisoners in jail on mental health holds or detoxing. These inmates need to be in separate properly equipped cells. We are in violation of federal law every time we have to hold a juvenile. We always hold females and males in separate cells but often cannot meet mandated separation requirements.

The soft interview room will be located near the main entrance. It will provide us a friendly area where a member of the public can quickly and privately speak with a police officer or dispatcher while filing a complaint, filling out a witness statement, answering a few questions, providing a mandatory breath test and more. Most of these things are now done in the lobby with no privacy at all. This results in a rushed or hurried process which is ultimately less accurate than what we might achieve with a bit more time and privacy.

Our existing jail doesn't have nearly enough storage area for bedding, supplies or uniforms. Most of these items are stored behind the building in connex vans or ordered weekly when bi-yearly ordering would result in considerable cost savings and having adequate supplies on hand. The new jail should be designed to provide adequate storage as depicted in our current size estimates. Also new in the design for us will be a laundry room. Having a laundry room will eliminate the jail laundry contract by enabling jail officers to clean all jail linens, sheets, blankets, towels, etc.

The proposed design has rooms for an attorney to privately and safely meet with a client. The designed visitation space will double as visitation space for relatives and will eliminate some of the safety problems we have with our current facility. Prisoners will not have to be taken out of secure jail spaces for these meetings resulting in a huge and much needed increase in safety.

The new design also includes secure meeting spaces for an officer to interview a prisoner without having to take them out of the jail area.

Also new for us in the jail will be a temporary holding room. It is very common for us to bring in more than one arrestee at the same time. Being able to place one in a secure

room while booking the other will offer us another vast improvement in safety and personnel flow. It will enable one officer to safely process two prisoners while the other officer returns to a crime scene or ongoing situation of some type.

The booking room in the new facility is projected to be approximately 1198 SF versus the 120 SF we now have. This additional square footage is sorely needed to allow multiple officers to safely handle a combative prisoner. Due to the projected design some of this space is also hallway/transit space. The intoximeter station will be contained within this area.

Another new feature included in the design is a sally port at an estimated 434 SF. The sally port is essentially a one vehicle garage. It will provide a very significant and important officer safety and general public safety upgrade by providing a secure space to safely load and unload prisoners. Prisoners going back and forth to court will be safely confined in the sally port with very limited escape options. New combative arrestees coming in will be more controllable for us in a confined space.

Property and Evidence

The evidence processing and storage areas in the new design are projected at 3483 SF. This is a very large increase over what we now have and is barely adequate to meet our projected future needs. It is reduced in square footage from the initial design estimate by almost 1500 square feet. I was initially concerned about the space reduction in this area but the size of the HERC is of benefit here. If additional storage space is needed we could convert the 1st floor storage room or break room to long term evidence storage. We have other options as well.

The need for adequate evidence storage room is dictated in part by the courts and department of law. We are now required to store some evidence for the life of the victim. Some has to be stored until the possibility of appeals is exhausted in the case. For major felonies, this can be 6 years or more. Some evidence even has to be retained for the life of the defendant. The evidence storage time for basic misdemeanors usually runs a minimum of two years, four and five is very common. Even though every arrest we make is done under Alaska State Statute and the state prosecutes our cases, there is no location we can send evidence to. If we make the arrest it's our case and our evidence. Every department in the state is in the same boat we are when it comes to evidence storage. We currently store evidence in a room inside our building we made by knocking down walls, eliminating an office, lobby area, break room area and reducing the size of our meeting room. We also store evidence in one of our connex's and our wooden shed. These areas outside the secure building do not technically meet the requirements for secure evidence storage. They are also very problematic for us resulting in having to sometimes look in two or three places to find things. The new design with one central storage area will be a great improvement for us.

Also included in the new design are improved and increased areas for evidence processing, receiving, handling and packaging. We do not currently have any areas to safely handle evidence with blood or body fluids on them. We handle other types of hazmat materials while dealing with evidence that require ventilation and controls. We also need room to dry out drug evidence and other items. The methods we've developed and now use to handle these items violate OSHA requirements and established industry standards. They also complicate and confuse the chain of custody requirements we must meet to

certify the purity of the evidence for court purposes. Our new building should be designed to address all of these deficiencies.

The new building has a projected two bay indoor area for the evidence processing of large items currently estimated at 722 SF. This will be utilized to process vehicles, snowmobiles, boats, ATV's, essentially anything that will fit inside. We currently have to store these items in an unsecure outside location and either process them outside or in a bay at public works. It is a critical need for us to be able to process this type of property in a secure, clean, controlled space at our own facility. We'll have the equipment on hand to do the job right and we won't have to work around someone else's schedules. It will also safely preserve the chain of custody for this type of evidence. We currently search and process vehicles on a bi-weekly basis or more and will keep this space busy. We had a project on the CIP list to accomplish this need for us for several years but it was never funded.

Another important thing to mention is our current lack of evidence processing areas. Latent fingerprint evidence is often very fragile in nature. We now have to package it and send it to the crime lab for analysis. Having the room to increase our processing abilities will allow us to use methods to stabilize latent prints and other types of evidence before we package them. This will improve the crime labs ability to successfully process the evidence we send them. Being able to improve our processing ability will also result in our ability to fully develop some types of evidence in-house to the point where it is usable in an on-going investigation. This can result in getting criminals off of the street and into custody faster and improve conviction rates.

There are a few other new to us features in the new facility design I'd like to point out. Included is a decontamination area, uniform/gear and boot storage and a small laundry room. The reasoning behind this area is we need a space where an officer can come in and get completely decontaminated before tracking contaminants through the rest of the building. Officers sometimes come in from bloody crime scenes with blood and body fluids on them. They can be contaminated by chemicals and fuels at accidents and fires. This area will provide them a space to change uniforms, wash down if necessary and launder soiled clothing.

There are two small bunkrooms included in the design. These new rooms will enable an officer to sleep if having to work for very long periods of time. When we have a major felony crime committed against a person, we will initiate work on the case immediately. Work on some of these types of cases must continue unabated until all existing leads are followed up on. Experience has taught us if you don't catch a murderer within the first 72 hours after it's committed the odds of apprehending them start to quickly diminish. Other felonies such as a stranger sexual assault against another are similar. These types of cases must be vigorously pursued in a continuous flowing fashion without delay. The officers in charge of these investigations can't leave for those first crucial days or a successful outcome is jeopardized. The bunk rooms could be utilized during an ongoing response to any major disaster or emergency situation.

Dispatch

Dispatch will occupy 2806 SF in the new building. This is a reduction of about 600 square feet from previous designs. This includes room for up to four dispatch consoles, (we currently have two), increased storage areas for supplies and records and a break room for use by on-duty dispatchers. The dispatch area includes a reception area for greeting the

public, a mail room area and restrooms.

The increased area for records and storage will replace some of the area contained in the connex's. The new design will enable dispatchers to be talking to someone in the lobby while still in earshot of the radios. The available room for the dispatch consoles is more than doubled over what we have now. Our existing space is very tight and cramped. Our two consoles meet current needs but there is not enough room for the future. Four consoles will enable continued dispatch activities while training new dispatchers and provide supervisor oversight and control positions. Having spare consoles will expand our emergency response capabilities and provide spares in the event of equipment failures.

Lobby

The lobby in the new building is projected to be 583 SF versus our existing lobby of about 400 SF. This is a reduction of almost half from previous designs. The new lobby will meet ADA space requirements and provides for an elevator to access the second floor, another ADA consideration.

Investigation and Patrol

The new design shows 4568 SF for investigations and patrol. Removing the square footage for the elevator, stairs, mechanical and electrical areas yields a net square footage of 3778, approximately 1600 square feet less than the original design. This is another area where our existing spaces for these functions are woefully inadequate. The new design will provide us designated and properly designed soft and hard interview rooms and a room for a polygraph. There are offices for all of the department's supervisors and senior patrol officers. Small offices are provided for future supervisors which will be used by current patrol officers. There is space for an open area for most of the patrol officers to do case work in. There is also space provided for the copy room we don't have but need and storage of supplies and some patrol equipment.

We usually have two to three officers on duty at any one time. During dayshifts with a full complement of supervisors on duty the number can go up to five or six. It is not reasonable to expect officers to share offices. This works for some of our newest, least experienced officers. By the time an officer has been here for three or four years they have accumulated shelves full of training equipment and personal supplies. Most will have dozens of case files they're working. Officers are assigned additional duties as they progress in their careers. We have seven officers on staff now that are certified to train other officers in various areas. These trainers have reference materials and training files added to everything else. The officers need individual offices with enough space to keep their files and materials organized and readily accessed. Officers all have their own response equipment organized to their preferences and needs. One is in charge of the intoximeter program, one radars and so on. All of these specializations add more equipment, tools and reference materials that need to be somewhere. Individual offices for the officers are the best way to provide an efficient and orderly working environment.

We have reduced the projected space needs in this area of the building by approximately 1600 SF from the initial design. This is the core working area for the patrol officers, investigations and police supervisors. I have some concerns about this area becoming too small for our needs in the future. It is slightly larger than what we need now with our existing work force but it doesn't have a lot of room for expansion. The new building is

being built and designed with the idea in mind it might have to be expanded in the future. I would expect this area to be the first one we outgrow as time goes on. The recent reduction to the briefing/training area could be problematic. It would have been a logical area to expand our patrol and investigations work spaces into.

Training, Fitness, Meeting Space

These areas are significantly different with the HERC renovation concept. The existing gymnasium is 5082 square feet and will provide ample room for exercising and all of our physical training needs. We are very excited to have this much room for fitness and training support and will make very good use of it.

The training room in previous designs will be incorporated into the gym space. The room labeled as Briefing/Training will be utilized for department meetings, meetings with other agencies and classroom type training sessions as well as some storage of training supplies and materials. Our current meeting/training space is too small for us. It is not large enough to hold the entire department work force and is very cramped for just the patrol force alone. When having monthly patrol meetings everyone can sit down but no one can move. Joint meetings of patrol and jail officers require someone to stand. Add in some training props/equipment and it is really, really undersized. The new proposed space will meet our current needs and should be large enough to accommodate department growth. We previously discussed the possibility of holding department meetings in a different building. It would be very difficult for us to do so. Dispatchers and officers can attend meetings and trainings at our own building while on duty. Having to travel to a different location would mean some of them won't be able to attend. It would result in having to meet or train two to four times instead of less costing more in overtime and causing scheduling problems. We discuss very confidential and protected information in meetings and some training sessions. It is safe to do so in our own secure environment but trying to do so elsewhere would be very problematic. We will conduct mission planning sessions and debriefs in this area as well. These types of meetings carry a high need for a secure space. I am totally against any plan to reduce or eliminate this critical space need.

Along with our exercise and physical training programs comes a subsequent need for showers and locker rooms previously estimated at 1639 SF. Renovating the HERC will provide us 835 square feet for showers and lockers and will be adequate. About 90% of our officers and many of our dispatchers utilize our current exercise room on an almost daily basis. There is a great need for officers to maintain fitness through regular exercise. An officer in good physical condition is less likely to resort to high levels of force in a situation if they can physically control it. They are less likely to be hurt or hurt someone. Stress reduction through exercise is another critical need for all public safety employees. Providing the space for our police department employees to exercise within the station is well known to increase the rate of participation. It enables employees to exercise before or after shifts that often start and end before any local exercise facilities are open. Participation is also increased because police employees are in a comfortable and secure environment. Many of our officers would simply not be able to go to our local clubs without being exposed to harassment at all levels. Another advantage to having adequate exercise equipment on site is officers recovering from on the job injuries can continue to perform their necessary physical therapy ordered exercise while working in a limited duty capacity. Our current exercise and physical training room is very small. We have a very limited amount of workout equipment without enough room to add equipment that can specifically target areas known to be injury prone in officers such as backs and knees. Our space limitations also limit the number of employees that can workout at the same time. This

causes problems when employees share the same time off together with overlapping exercise times. We try to utilize the exercise area for some physical training as well. Our goal is to conduct physical training, physical means of arrest training and defense tactic training on a regularly scheduled year round basis. We don't have the room available to do so now resulting in having to try to schedule time in the matt rooms at one of our schools. This is very difficult to arrange and schedule to match up with the availability of our personnel. The result is we're lucky to be able to do some things twice a year that we should be doing a minimum of six times a year. There is also the issue for us of doing defensive tactics training in a public area. This type of training needs to be done in a secure location. Having our tactics displayed on a Facebook recording must be avoided. The space provided to us by the HERC renovation with the gym will be of tremendous benefit.

Shooting Range

The indoor shooting range is projected to occupy 3103 SF. This is approximately 700 square feet larger than original design estimates. The increased space is partly due to working within the existing walls of the HERC and it benefits us greatly by providing more useable space in the range. This will be a small range with four shooting lanes, supply storage, an armory and a gun cleaning room. Also included in the square footage here is the East vestibule and entry stairs inflating the square footage number by 257 square feet.

The proper storage for ammunition, guns and shooting related supplies along with a properly ventilated gun cleaning area is a current pressing need for us. We currently do these things in a small wooden building behind the police station with no ventilation and a small space heater in it that is inadequate much below thirty degrees.

We do our very best to maintain a very robust and active firearms training program on a year round basis. We currently have to shoot at the outdoor range owned by the local gun club located between Homer and Anchor Point. Officers should be firing each one of their weapons systems once per month on their own and are required to participate in department organized training and qualification sessions which we try to do four times per year. Inclement weather, varying shift schedules, scheduled vacations and other department training needs are all impediments to meeting our desired quarterly shooting objectives. Sometimes we'll get all of these various factors to fall in proper alignment, have weapons qualifications scheduled at the range and end up having to cancel due to driving rains and 40mph winds. Other factors working against us with utilizing the range include the changing schedules of the gun club and their needs. Additionally, the outdoor range is located in an old gravel pit. Radio coverage is poor and often totally non-existent. Cell phone coverage is the same. There is no guarantee of being able to contact the officers at the range. With more than half of the department at the range at one time, our ability during scheduled shooting events to provide rapid back-up to an officer in need is severely hampered. I firmly believe any new police station being built in Alaska should have an indoor range as part of the design and I think our unique local conditions amplify this need. We will have enough room in the indoor range to work two to three officers through conflict training at the same time, thereby maximizing the amount of training we can do simultaneously. We will also utilize the range for other types of training, such as force on

force, simulated munitions, shoot don't shoot and more. Having our own range will lower overtime costs, improve the quality and quantity of our training, ease scheduling and improve safety.

I think the new building design will allow us to open up the range to public use when it is not being utilized by us. Doing so will require a legal review by city attorneys and the development of proper procedures and rules.

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



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
JUNE 12, 2017
COWLES COUNCIL CHAMBERS

MAYOR BRYAN ZAK
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER CATRIONA REYNOLDS
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

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. **POLICE STATION BUILDING TASK FORCE RECOMMENDATIONS**

Memorandum 17-093 from City Manager as back up.

Page 7

4. **CONSENT AGENDA**
4. **REGULAR MEETING AGENDA**
5. **COMMENTS OF THE AUDIENCE**
6. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, June 26, 2017 at 6:00 p.m. a Worksession at 4:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

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



REGULAR MEETING
6:00 P.M. MONDAY
JUNE 12, 2017
COWLES COUNCIL CHAMBERS

MAYOR BRYAN ZAK
COUNCIL MEMBER DAVID LEWIS
COUNCIL MEMBER CATRIONA REYNOLDS
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

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 2.08.040.)

3. MAYORAL PROCLAMATIONS AND RECOGNITIONS

- A. Recognition of Bryan Hawkins, Port Director/Harbormaster for receiving his Marine Port Executive Accreditation. Page 43

4. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

5. RECONSIDERATION

6. CONSENT AGENDA

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

- A. Homer City Council unapproved Regular meeting minutes of May 30, 2017 and Special Meeting minutes of May 31, 2017. City Clerk. Recommend adoption. Page 51
- B. **Memorandum 17-084** from Finance Director Re: 2018 Proposed Budget Schedule. Recommend approval. Page 69
- C. **Memorandum 17-085** from City Clerk Re: Vacation of a 30' Wide Portion (approximately 0.113 acres) of Greatland Street Right of Way Adjacent to the West Boundaries of Lots 18-A and 19-A, as Dedicated on the Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE ¼ SE ¼ of Section 19, T6S, R13W, Seward Meridian, Alaska, Within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V. Recommend approval. Page 79
- D. **Ordinance 17-24**, An Ordinance of the City Council of Homer, Alaska authorizing the City Manager to purchase Kenai Peninsula Borough Parcel No. 17305408, Lot 8, Block 1, Kelly Ranch Estates for \$21,000 and designating its use for the purpose of protecting the Bridge Creek Watershed. City Manager. Recommended Dates: Introduction June 12, 2017; Public Hearing and Second Reading June 26, 2017. Page 89
- E. **Ordinance 17-25**, An Ordinance of the City Council of Homer, Alaska, Repealing Homer City Code 2.52 Department of Public Safety and Reenacting as the Police Department and Creating HCC 2.53 Fire Department Under Title 2. Administration and Personnel. City Manager/Police Chief. Recommended Dates: Introduction June 12, 2017; Public Hearing and Second Reading June 26, 2017. Page 95
- F. **Resolution 17-058**, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Personnel Regulations Chapter 2, Section 2.2.3 Division, Chapter 3, Section 3.14.3 Employment of Relatives, Chapter 5, Section 5.3.3 Pay Increases, Chapter 6, Section 6.1 Recognized Holidays, Section 6.8 Sick Leave, and Chapter 12, Section 12.3 Layoffs. City Manager/Personnel Director. Recommend adoption. Page 101
- Memorandum 17-086** from Personnel Director as back up. Page 163
- Memorandum 17-092** from Employee Committee Page 169
- G. **Resolution 17-059**, A Resolution of the City Council of Homer, Alaska Encouraging the Restoration of Full Funding to Federal Agencies that Support the Economy of Homer, Alaska. Lewis. Recommend adoption. Page 173

- H. **Resolution 17-060**, A Resolution of the City Council of Homer, Alaska, Adopting the Revised Port and Harbor Tariff 1. City Manager/Port and Harbor Director. Recommend Public Hearing June 26, 2017. Page 177

Memorandum 17-087, from Port and Harbor Director as back up. Page 179

- I. **Resolution 17-061**, A Resolution of the City Council of Homer, Alaska Amending the Fee Schedule under Port and Harbor to Reflect the Changes from the Port and Harbor Tariff 1. City Manager/Port and Harbor Director. Recommend Public Hearing June 26, 2017.

Page 233

Memorandum 17-088, from Port and Harbor Director as back up. Page 243

- J. **Resolution 17-062**, A Resolution of the City Council of Homer, Alaska Awarding a Sole Source Contract for Dispatch Console Replacement to ProComm Alaska in the Amount of \$269,111 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption. Page 245

Memorandum 17-089 from Police Chief as back up. Page 247

7. VISITORS

- A. Emily Sloth, SPARC Building Update (5 minutes)

8. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS (10 minute limit per report)

- A. Borough Report

- B. Commissions/Board Reports:

1. Library Advisory Board
2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission
4. Parks Art Recreation and Culture Advisory Commission
5. Port and Harbor Advisory Commission

6. Cannabis Advisory Commission

9. **PUBLIC HEARING(S)**

A. **Ordinance 17-21**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2017 Operating Budget by Appropriating \$8,000 from the Homer Accelerated Roads and Trails Program (HART) in Addition to In-Kind Contributions to Build the Woodard Creek Upper Trail at Karen Hornaday Park. Smith. Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. Page 321

B. **Ordinance 17-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 19.04.090 to Allow Upright and Flat Memorial Markers at the Hickerson Memorial Cemetery and Defining Their Dimensions and Composite. City Manager/City Clerk. Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. Page 339

C. **Ordinance 17-23**, An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of \$2,344,784 from the Homer Permanent Fund to Pay Off the Library Construction Loan and Help Fund a New Police Station, and Repealing HCC Chapter 3.12, Permanent Fund. Lewis. Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. Page 343

D. **Resolution 17-056**, A Resolution of the City Council of Homer, Alaska, Adopting the Policies and Guidelines for the Hickerson Memorial Cemetery. City Manager/City Clerk. Recommend Public Hearing June 12, 2017. Page 347

10. **ORDINANCE(S)**

11. **CITY MANAGER'S REPORT**

A. City Manager's Report Page 373

B. Bid Report Page 379

12. **CITY ATTORNEY REPORT**

13. **COMMITTEE REPORT**

A. Employee Committee Report

B. Americans with Disabilities Act Compliance Committee

C. Police Station Building Task Force

14. PENDING BUSINESS

15. NEW BUSINESS

A. **Memorandum 17-090**, from Councilmember Smith Re: Jack Gist Park Plan.

Page 389

B. **Memorandum 17-091**, from Councilmember Aderhold Re: Main Street Sidewalk.

Page 391

16. RESOLUTIONS

17. COMMENTS OF THE AUDIENCE

18. COMMENTS OF THE CITY ATTORNEY

19. COMMENTS OF THE CITY CLERK

20. COMMENTS OF THE CITY MANAGER

21. COMMENTS OF THE MAYOR

22. COMMENTS OF THE CITY COUNCIL

23. ADJOURNMENT

Next Regular Meeting is Monday, June 26, 2017 at 6:00 p.m. a Worksession at 4:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

MAYORAL PROCLAMATIONS
AND RECOGNITIONS

International Association of Maritime and Port Executives

In keeping with the standards set forth by the association
and having met the requirements of the Accredited Marine Port Executive program

Bryan Hawkins, AMPE

is hereby certified as a

ACCREDITED MARINE PORT EXECUTIVE



David Arnold

Executive Director, David Arnold, AMPE

Capt Jeffrey W. Monroe

Director of Education, Captain Jeffrey Monroe, AMPE

Awarded on this twenty fourth day of May, two thousand and seventeen



PUBLIC COMMENTS
UPON MATTERS
ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA

Session 17-13 a Regular Meeting of the Homer City Council was called to order on May 30, 2017 at 6:00 p.m. by Mayor Zak 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: ADERHOLD, ERICKSON, LEWIS, SMITH, STROOZAS
ABSENT: REYNOLDS (excused)
STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN
LIBRARY DIRECTOR DIXON
POLICE CHIEF ROBL

Councilmember Reynolds has requested excusal.

Council met as Committee of the Whole from 5:00 p.m. until 5:50 p.m. to discuss 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 2.08.040.)

The following changes were made: **CONSENT AGENDA** – Memorandum 17-077 from City Clerk Re: New Liquor License for Homer Spit Oyster Bar, Letter from Kenai Peninsula Borough Clerk stating non-objection; Memorandum 17-078(S) from Deputy City Clerk Re: Confirmation of Election Judges for the City of Homer June 13, 2017 Special Election; **NEW BUSINESS** Memorandum from Councilmember Stroozas Re: Operational Cost Reductions at the Homer Public Library, Written Public Comment.

Mayor Zak asked for a motion to approve the agenda as amended.

LEWIS/ADERHOLD SO MOVED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

A. Mayor's Proclamation, Mary Epperson Day, June 6th

Mayor Zak read the Proclamation recognizing Mary Epperson Day on June 6th.

Former Councilmember Howard read a recognition for retiring City Clerk Jo Johnson. Mayor Zak called for a 15 minute recess to have cake. The meeting resumed at 6:21 p.m.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Scott Adams, city resident, commented in support of Ordinance 17-23 and using a portion of the funds for the police station project and paying off the library loan. He also appreciates looking at the operation of the library, but we also need to look at the rest of the city as well.

Wendy Wayne, city resident, commented in support of the library and opposes Memorandum 17-081 that request that they find ways to reduce their budget, it seems odd to single them out. Everyone is supporting public, private, and home schools and can agree we need a decent library in town.

Deb Lowney, city resident, commented in support of the library. She thinks there are serious issues next year with the changes in the bus schedule and timing of school opening and closing. The library offers programs for the kids and she's concerned about taking funds from the library.

Kate Finn, non-resident, commented in support of the library. She has been an area resident and is moving into Homer. As a non-resident she has used the library a lot and it is a core piece of the community. She encouraged reading the book *Dewey*, it will help people understand partly why it's important.

Sarah Vance, city resident, commented in support of Ordinance 17-23 and paying off the library loan and funds for the police station. She supports Memorandum 17-081 for the library to look at ways to reduce it's cost, and that any department in the city should be looking at that.

Rachel Lord, city resident, supports the library and questions the role of Library Advisory Board in taking this on. Would ask the Planning Commission to look for ways to reduce the Planning Department's budget? She supports everyone looking for ways to reduce cost, but doesn't understand the process component of the request as that's what department heads and staff do in their annual budget process.

RECONSIDERATION

CONSENT AGENDA

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

- A. Homer City Council unapproved Special Meeting Minutes of May 2, 2017 and Regular Meeting Minutes of May 8, 2017. City Clerk. Recommend adoption.
- B. **Memorandum 17-076** from Mayor Zak, Re: Reappointment of Susan Fallon to the Library Advisory Board and the Appointment of Grant Garroue to the Cannabis Advisory Commission.

- C. **Memorandum 17-077** from City Clerk, Re: New Liquor License for Homer Spit Oyster Bar.
- D. **Ordinance 17-21**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2017 Operating Budget by Appropriating \$8,000 from the Homer Accelerated Roads and Trails Program (HART) in Addition to In-Kind Contributions to Build the Woodard Creek Upper Trail at Karen Hornaday Park. Smith. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.
- E. **Ordinance 17-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 19.04.090 to Allow Upright and Flat Memorial Markers at the Hickerson Memorial Cemetery and Defining Their Dimensions and Composite. City Manager/City Clerk. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.
- F. **Ordinance 17-23**, An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of \$2,344,784 from the Homer Permanent Fund to Pay Off the Library Construction Loan and Help Fund a New Police Station, and Repealing HCC Chapter 3.12, Permanent Fund. Lewis. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.
- G. **Resolution 17-050**, A Resolution of the City Council of Homer, Alaska, Confirming the Appointment of Melissa Jacobsen as City Clerk. City Manager. Recommend adoption.
- H. **Resolution 17-051**, A Resolution of the Homer City Council Confirming the City Manager's Appointment of Rick Abboud as Acting City Manager for Calendar Year 2017. City Manager. Recommend adoption.
- I. **Resolution 17-052**, A Resolution of the City Council of Homer, Alaska, Designating Signatories of City Accounts and Superseding Any Previous Resolution So Designating. City Manager. Recommend adoption.
- J. **Resolution 17-053**, A Resolution of the Homer City Council Establishing the Property Tax Mill Levy Rate at 4.5 for 2017. City Manager. Recommend adoption.
- K. **Resolution 17-054**, A Resolution of the Homer City Council Establishing a 2017 Mill Rate of 9.962541 Mills for the Ocean Drive Loop Special Service District. City Manager. Recommend adoption.
- L. **Resolution 17-055**, A Resolution of the Homer City Council Electing to Participate in the AMLJIA Loss Control Incentive Program for the City of Homer for the 2016-2017 Policy Year. City Manager/Finance. Recommend adoption.
- M. **Resolution 17-056**, A Resolution of the City Council of Homer, Alaska, Adopting the Policies and Guidelines for the Hickerson Memorial Cemetery. City Manager/City Clerk. Recommend Public Hearing June 12, 2017.

- N. **Resolution 17-057**, A Resolution of the Homer City Council Approving an Assignment of Lease at the Airport Terminal and Awarding Heather Temple and Amanda Moran, dba Flying Whale Coffee, a Lease Ending July 31, 2020, With One, Five-Year Option to Renew, at an Annual Base Rent of \$3,876 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.
- O. **Resolution 17-058**, A Resolution of the Homer City Council in Support of the Kenai Peninsula Borough's Continued Commitment to Fund K-12 and Post-Secondary Education. Aderhold. Recommend adoption.
- P. **Memorandum 17-078(S)**, from Deputy City Clerk, Re: Confirmation of Election Judges for the City of Homer June 13, 2017 Special Election.

Mayor Zak asked for a motion to approve the consent agenda as read.

LEWIS/ADERHOLD SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

- A. Tim Dillon, Executive Director, Kenai Peninsula Economic Development District, 10 minutes.

Tim Dillon, Executive Director, Kenai Peninsula Economic Development District, gave a summer update from the KPEDD, including goals, projects, programs, and partnerships. He reviewed their website updates and provided information on demographics, and wages and income trends.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS (10 minute limit per report)

- A. Borough Report

Kelly Cooper, Kenai Peninsula Borough Assembly member commented that the Borough Assembly is will be holding their final budget hearing on June 6th as well as an ordinance changing the seasonal sales tax exemption on non-prepared foods from 9 months to 6 months. She reported the Mayor has proposed a general fund a mil rate increase from 4.5 to 5 percent. They are in the process of Board of Equalizations meetings and some will be held in Homer to accommodate our area. The Assembly set the floor for the school district funding at their last meeting. She commented about the complicated process of setting the floor for school district funding and the issue with maintaining the positions for the qualified teachers. There will be a presentation from the School District at the next meeting and she encouraged people to send comments and testimony to the Assembly. The Borough held their

first online surplus auction sale and it was very successful with net receipts of approximately \$122,000, double from last year, and a 50% reduction in employee wages. A one-year pilot program for a composting project in the Homer area has been proposed to target up to 20 businesses in the Homer city limits that would provide food products for the composting site. The goal is to divert enough food waste to make the project financially feasible, thus saving taxpayer money and reducing the amount of food waste deposited at the landfill. Gregoire Construction will operate the composting operation. What's exciting about the project is that it was produced by a high school student several years ago on Caring for the Kenai. Lastly she reported the ordinance passed creating the Eastern Peninsula Highway Emergency Service Area, and was also passed at the State legislature the same night. They are looking for board members and there will be a couple of at large seats. The service area will be paid for by PILT funds.

B. Commissions/Board Reports:

1. Library Advisory Board

Mark Massion, Library Advisory Boardmember, commented that previous Councils reduced the Board's meeting schedule so they won't be meeting again until August and then again in October. The library is functioning, people have signed up for the summer reading program and there is a computer program going on this week for 15 kids to learn programming. The cruise ship visitors enjoy the library and we're happy to have them here. Most importantly they library will continue to have it's doors open and will continue to be a place for the kids to be when the school schedules change.

2. Homer Advisory Planning Commission

3. Economic Development Advisory Commission

Karin Marks, Chair, and Rachel Lord, Commissioner, of the Economic Development Advisory Commission commented to the Council about the work the group is doing on the Business Retention and Expansion Program survey. They have encompassed feedback from the council and updates to the mailing list, expanding it to include not only business license holders in the city, but also fishing permit holders. Their budget should remain the same with the addition of the fishing permit holders and their goal is to notify as many people as possible regarding the survey.

4. Parks Art Recreation and Culture Advisory Commission

Deb Lowney, Parks Art Recreation and Culture Advisory Commissioner, reported the Commission is working to complete ongoing tasks on their agenda to get them off the table. There has been some work done in parks but some has to be done again because of vandalism. They have talked about getting the Main Street Sidewalk on the top three of the CIP list and are looking at ways to move it forward. They are also looking at how to best represent arts and culture in the community. They are working on a report for council and ways to bring it to the attention of the community.

5. Port and Harbor Advisory Commission

6. Cannabis Advisory Commission

Councilmember Lewis commented the Commission met for discussion and there are no new applications at this time.

- C. Thank You from Kachemak Bay Family Planning Clinic for City of Homer Grant via The Homer Foundation.

PUBLIC HEARING(S)

- A. **Ordinance 17-19**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Commercial Vessel Passenger Tax Program Pass Through Grant from the Kenai Peninsula Borough for Calendar Year 2016 in the Amount of \$27,630.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction May 8, 2017, Public Hearing and Second Reading May 30, 2017.

Mayor Zak opened the public hearing. There were no comments and the hearing was closed.

Mayor Zak asked for a motion to adopt Ordinance 17-19 by reading of title only for second and final reading.

LEWIS/ADERHOLD SO MOVED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- B. **Ordinance 17-20**, An Ordinance of the City Council of Homer, Alaska, Supporting a Business Retention and Expansion Program Proposed by the Economic Development Advisory Commission and Appropriating Funds in an Amount Not to Exceed \$1,400 from the General Fund Balance for Public Outreach to Promote Business Participation in the Program. Smith. Introduction May 8, 2017, Public Hearing and Second Reading May 30, 2017.

Memorandum 17-074 from Special Projects and Communications Coordinator as backup.

Mayor Zak opened the public hearing. There were no comments and the hearing was closed.

Mayor Zak asked for a motion to adopt Ordinance 17-20 by reading of title only for second and final reading.

LEWIS/ADERHOLD SO MOVED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

A. City Manager's Report

City Manager Koester touched on the FAA Public Meeting being held on June 8th in the Council Chambers.

Councilmember Lewis asked who owns Beluga Lake, and City Manager Koester responded DOT has jurisdiction because it is a functional airport.

Mayor Zak commented they had a great meeting with the Coast Guard and commended City Manager Koester for doing a great job representing our community and sharing key information with them.

Councilmember Lewis expressed his support for the City assisting SPARC in extending the sewer line.

B. Bid Report

CITY ATTORNEY REPORT

COMMITTEE REPORT

A. Employee Committee Report

B. Americans with Disabilities Act Compliance Committee

Councilmember Aderhold commented the committee met earlier this month and discussed Community Recreation and accessibility of the programs.

C. Police Station Building Task Force

PENDING BUSINESS

NEW BUSINESS

- A. **Memorandum 17-079**, from City Clerk, Re: Travel Authorization for Mayor Zak and Councilmember Smith to Attend the Alaska Municipal League Summer Legislative Conference August 16 – 17, 2017 in Haines, Alaska.

Mayor Zak asked for a motion to approve the recommendation of Memorandum 17-079 Travel Authorization for Mayor Zak and Councilmember Smith to Attend the Alaska Municipal League Summer Legislative Conference August 16 – 17, 2017 in Haines, Alaska.

LEWIS/ADERHOLD SO MOVED

There was brief discussion regarding the purpose of the AML Summer Legislative Conference.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- B. **Memorandum 17-080**, from City Clerk, Re: Councilmember Aderhold Request to Send Letter from Mayor and Council to Alaska Command Requesting a Debriefing on Northern Edge Training Exercises.

Mayor Zak asked for a motion to approve the recommendation of Memorandum 17-080 to send a letter from Mayor and Council to Alaska Command requesting a debriefing on the Northern Edge Exercises.

LEWIS/ADERHOLD SO MOVED.

Question was raised whether a letter would suffice or if this is asking Alaska Command to talk to Council directly.

Councilmember Aderhold commented they have addressed the Commission before and this is an invitation for them to come and they can decline or respond with a letter.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

- C. **Memorandum 17-081**, from Councilmember Stroozas, Re: Operational Cost Reductions at the Homer Public Library.

Mayor Zak asked for a motion for the approval of Memorandum 17-081 and the recommendation that the Library Advisory Board work collaboratively with Homer City Council in coming up with innovative measures on how to achieve a 5-15 percent reduction in the operating budget of the Homer Public Library with the least amount of impact to patrons.

STROOZAS/SMITH SO MOVED

STROOZAS/SMITH MOVED TO AMEND THE MOTION TO STRIKE LIBRARY ADVISORY BOARD AND INSERT LIBRARY DIRECTOR AND STAFF.

Councilmember Stroozas commented in light of the information that the Library Advisory Board is not meeting in the summer, he proposes this amendment.

Councilmember Erickson expressed her appreciation of the work the Library Advisory Board did in their presentation regarding the income side of the library, and thinks this process would look at the other side of the picture.

Councilmember Stroozas noted that he and Councilmember Reynolds met with the group before they did their presentation to the Council and encouraged them to come up with suggestions for reductions that would have the least impact.

Councilmember Smith added that no one would challenge the value of the library, but in looking at the budget over the last 10 years, theirs has increased 200% and no other department had done that. When asking them to dial it back 5-10% it isn't a loss, it's something that needs to be looked at creatively.

Councilmember Lewis questioned if the 200% budget increase reference encompasses the time that the library was in the old building located on Pioneer Avenue. Comparing the budget of the old and new library is like comparing apples and oranges and doesn't think it's a fair comparison. He added if they are going to look at the library, then let's look at everything. For example if we raise the cost to people outside the city for the library service, then we need to look at the same thing for community recreation.

Councilmember Aderhold added that we are getting ready to enter the budget cycle where each department will be going through this process and the Council will be giving the City Manager direction on how we want the budget to go, across the board. That is the place to have this discussion, not in a memo targeting one department.

VOTE: (amendment): YES: SMITH, STROOZAS, ERICKSON
NO: LEWIS, ADERHOLD

Motion failed.

Question was posed to the City Manager regarding the budget schedule. City Manager Koester responded Council will be approving the budget schedule at their next meeting and begin discussion of budget priorities at the Committee of the Whole in August. She reminded them that she presents the Council with a draft budget the first meeting in October.

There was brief discussion touching on the budget process, budget cuts of approximately \$725,000 in 2015 through the City Manager working with staff and the public, and briefly reiterating some of the concerns raised on both sides.

VOTE: (main motion): YES: STROOZAS, SMITH
NO: ADERHOLD, LEWIS, ERICKSON

Motion failed.

D. **Memorandum 17-082**, from Police Station Building Task Force, Re: Recommendations for the New Police Station Project.

Mayor Zak noted there are several recommendations from the Task Force and started by asking if there is a motion to approve the site selection at the Waddell parcel at the confluence of Grubstake, Heath and Snowbird.

STROOZAS/SMITH SO MOVED

Councilmembers acknowledged the work done by the Task Force and recognized the limited time the group had to review the information and prepare their recommendations for this meeting. They also recognized benefits of a new building at a new location and also points raised in previous public comments that if we build a new building, it leaves two empty buildings the city has to continue to maintain.

There was further discussion that the Task Force didn't have time to delve into the HERC site and give a recommendation on that option and that the Council needs to spend more time considering the best way to move forward. It is unlikely they'll have an answer timely to take this to the voters in October.

LEWIS/ADERHOLD MOVED TO POSTPONE THIS TO THE NEXT AVAILABLE TIME FOR MORE DISCUSSION.

City Manager Koester encouraged that Council communicate what additional information they would like so she can ensure staff has provided what they need before they dive into this.

Councilmember Erickson suggested having information from other communities in Alaska that have or have plans to build a \$6 million facility to see what their plans look like and if they are comparable to our needs. Maybe three different options would be helpful.

Councilmember Smith suggested the Police Chief look at the Petersburg floor plan and give some feedback on how that would comparatively work with his space needs. He also suggested conversation with the Chair of the former Public Safety Building Review Committee, Ken Castner, about the reality of who in our community might be available and willing to be investors in the project.

Councilmember Lewis added if we are looking at Petersburg, we need to know their stations use and statistics as compared to ours. He noted Petersburg is a lot smaller than Homer and don't have to deal with the surrounding area as we do.

They briefly reviewed the schedule for upcoming worksessions and agreed to schedule on June 12th.

VOTE: (motion to postpone): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Deb Lowney, city resident, appreciates the support for Public Works assistance to SPARC. It's a great facility and the amount of volunteer effort from the community is phenomenal. She commented that having served on the Police Station Task Force, decisions were made quickly, partly due to the time constraint. Things were taken off the list quickly, she agrees with discussing the potential of the HERC site because of the time that's already gone into it, and a \$9 million option could have been considered for that site. It gets tricky when considering what the community can support. They looked at Petersburg, but their community situation is different from ours in population and caseload. In looking at essential and urgent needs for our department, the City really needs to think

about what we'll lose with a \$2 or \$3 million building. Even a \$6 million building doesn't meet the essential and urgent needs, especially without time to creatively consider ways to do so. The community can't be asked what they can afford until they understand what they'll be giving up.

Julie Carlson, city resident, commented briefly regarding the recall. As a mother, grandmother, former teacher and counsellor in Alaska she's appalled at some of our government representatives advocating breaking the law. Sanctuary cities foster protecting criminals that have broken the law. Do we want our town and citizens to suffer as other countries? Our constitutional rights ensure that there can be recalls if our representatives are working contrary to the good of the citizens. Government is supposed to protect it's citizens. If a person wants to offer support to help illegal aliens there are other ways, without having to impact citizens with a lack of law and order.

Karin Marks, city resident and Chair of the Economic Development Advisory Commission, thanked the council for their support of Ordinance 17-20. She looks forward to coming back with progress reports and a finished project.

Mark Massion, city resident, commented on his own behalf and thanked them for there even handed discussion of the library. He heard pros and cons and appreciates both sides. He asked to point out that the library is not a business, libraries live on tax dollars and donations, and business rules can't be applied. He added that saying the library budget has increased by 200% may be mathematically correct, but we have to realize the increases over that time including books and building size, while the staffing has remained minimal. He thinks they have the best interest of the library at heart, and if they are asking for cuts, that they be across the board for all departments, rather than continual focus on the library. He thanked the Council, encouraged them to continue to do good work, and acknowledged they have a lot on their plate right now.

Larry Slone, city resident, commented about retiring City Clerk Jo Johnson. Professionals are a dime a dozen and it's expected in our civil servants, as it's what they are paid for. To rise to the next level requires personal qualities that aren't always existent like character, demeanor, and a proper temperament. In the 7 or so years he has been around Jo Johnson in her profession capacity, he's never seen her be less than civil, friendly, knowledgeable, impartial, open, and communicative; nor has he seen her abuse her knowledge and position as City Clerk to interject herself unnecessarily or unwanted in any Council discussion. He would categorize her as an excellent Clerk and an outstanding civil servant. Regarding the library, he commented he is still confused of the core purpose of the library. When he was growing up it's purpose was to broaden a person's knowledge of the world and encourage thinking skills. Now he sees it utilized as a day care and entertainment center. It may be considered progress, but it's different. It might be wise to clarify it's function.

Rachel Lord, city resident, thanked Council for passing Ordinance 17-20, she's excited it as a commissioner and as a business owner. On her own behalf, she supports the conversation regarding looking at all departments and at creative ways to cut costs. Asking city staff to look at ways to reduce their budget isn't a new idea. She agrees that city, state, or federal government should not be run like a business, any more than you'd run a business like a government. We operate with different bottom lines. Government has a lot of other nuances and pieces that you don't find in the private sector. It's why it exists as you can't quantify in a dollar/bottom line the value of our police department, our library, recreation department, public works and so forth, on a city wide level. It's easy to underestimate and underappreciate when the idea of "run it like a business" is pushed a little too hard. She is excited about the Summer Reading Program this year. Every program at the library has

increased her and her family's knowledge in some way or another. Lastly, she shared her appreciation for the Summer Soccer Program.

Matt Shadle, former city councilmember, city resident who travels a lot, acknowledge City Clerk Jacobsen, retiring City Clerk Johnson, and retired City Clerk Mary Calhoun. Regarding the library, there is another one not too far up the road that would probably like to run this one for us. Regarding the boardwalk down Main Street, bring your checkbook, it's needed and should have been put in long ago. Lastly, he got a disruptive call asking if he'd put up a sign about the recall. We all make mistakes, no one is perfect, and the councilmembers who are up against the wall probably wished they hadn't brought it upon themselves or the city. It's sad to see the city workers put in the middle. They don't need this, they are getting inundated with piles of garbage brought on by this. He mentioned George Soros, and evil man who supports sanctuary cities.

Hal Spence, city resident, commented that the so called sanctuary city resolution never was a sanctuary city resolution, the people who brought this forward did so on behalf of some people in the city, including him, they did an honorable thing, it was defeated, it should have been over. The recall is the divisive part of this. He urges everyone to vote no on the recall.

Sarah Vance, city resident and spokesperson for Heartbeat of Homer who initiated the recall, stated the sanctuary city resolution never came to the surface and that's not what the recall is about. It's about broken trust. Oaths of office were broken and we can no longer trust the councilmembers who we feel mislead us. She said she'll be speaking on KBBT tomorrow at the round table discussion and would love to have the discussion with the public. It is something that is close to their hearts and she doesn't want to continue debating about something they've been kicking around for four months with a lot of high emotion. She wants to bring it to the table with some reason of what the real issue is about. We are all going to continue to be neighbors and carry on in this community together.

Julia Person, non-resident, commented that attending these meetings is interesting in seeing which members share her values and beliefs and which ones don't. What she likes about the work all of the council is doing, is that it balances each other and together they can make good decisions for the community. She doesn't expect any elected official to completely agree with her or anyone else's values, but expects to see a balance. That is what she sees and appreciates with this existing council. She hopes they can all continue in their offices.

Lannie Raymond, non-resident, commented that the city is important to those who live outside the city. For them, this is also their city. She thanked all the councilmembers for their work. The enormous amount of time spent on city matters, and for their commitment to all city residents and indirectly to those outside the boundary, we appreciate you also.

COMMENTS OF THE CITY ATTORNEY

City Attorney Wells was not present.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen had no comments.

Mayor Zak welcomed City Clerk Jacobsen on board and said on behalf of the council and residents we're grateful she stepped up from Deputy City Clerk to Clerk because that's a big step but she'll do a great job and look forward to working with her.

COMMENTS OF THE CITY MANAGER

City Manager Koester reflected on how much she enjoyed working with City Clerk Jo Johnson. She used her as a mentor and sounding board and was able to talk through things with Jo and Jo always brought her back to the core values including transparency, integrity, public participation, and whether the process is being honored. Jo is his such a wonderful moral compass in that regard. Another telling thing about Jo is she was able to train and bring up an excellent replacement that she is just as confident Melissa will do a great job and she's looking forward to the next chapter.

COMMENTS OF THE MAYOR

Mayor Zak reiterated what's been said agreed the next chapter is starting tonight. We wish Jo Johnson a wonderful future in her retirement and commented about her future service in other ways. Larry Slone did a wonderful job of summarizing all the attributes of the City Clerk and he was so pleased to see former Councilmembers Gus Van Dyke and Barbara Howard here while we recognized Jo for her years of service. We will miss Jo and her steadfast guidance for the Council and for the Mayor in preparation of the packet. She was Alaska's Clerk of the Year in 2014 but in our hearts, she'll be City Clerk for the millennium. Good luck to you Jo.

COMMENTS OF THE CITY COUNCIL

Councilmember Stroozas acknowledged a lot of nice things were said about Jo tonight and will for a long time to come, this will go down in his memory as Jo Johnson night. He is looking forward to working with Melissa again, as when he served on the Planning Commission. He ended his comments saying Jo Johnson, thank you and we love you.

Councilmember Erickson congratulated the Homer High school teams that have done well in region and state tournaments. The cruise ships have started coming in, two small ships have started us off bringing in people from many other countries, and today started the Holland America ships coming in with 1200 visitors every other week. They had a wonderful time and it's nice to hear them talk about how they enjoyed being in Homer and she applauds the citizens for their part in the experience. She also thanked Jo, she's appreciated working with her, and she looks forward to the upcoming years working with Melissa.

Councilmember Aderhold extended her congratulations and thanks to Jo for her many years of service to the community. We were very lucky to have her as our clerk. Also congratulations to Melissa on moving into the clerk position. She said she has enjoyed working with Melissa on the ADA Compliance Committee and looks forward to working with her here as well.

Councilmember Smith thanked all the men and women who have served our country, especially those who gave their lives in the pursuit of protecting our country and our freedoms, in recognition of Memorial Day. Jo is wonderful, it's been a pleasure to work with her and he is confident that Melissa will do wonderfully. He recognized the girl's track team took state again, the girls softball team won the inaugural regional tournament that was hosted in Homer and wished them good luck at state.

Regarding the police station, we're looking at increasing the capacity of what our police station can do. When talking about increasing the space, you aren't losing but gaining. What we are giving up is potential, possibly, but gaining a lot more than what we have now. He hopes they don't lose perspective in that. He wants us to plan for the future, but be able to afford whatever we do.

Councilmember Lewis commented Jo will be missed but Melissa can carry on at the same high level. He commented we are losing our #1 track and cross-country coach Bill Steir who has coached for seven years and taken teams to state. He is leaving and will be sorely missed.

ADJOURNMENT

There being no further business to come before the Council, Mayor Zak adjourned the meeting at p.m. The next Regular Meeting is Monday, June 12, 2017 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Special Meeting is scheduled for Wednesday, May 31, 2017 at 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.

MELISSA JACOBSEN, MMC, CITY CLERK

Approved: _____

Session 17-14 a Special Meeting of the Homer City Council was called to order on May 31, 2017 at 4:00 p.m. by Mayor Zak at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD, ERICKSON, LEWIS, SMITH, STROOZAS

ABSENT: REYNOLDS (excused)

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN

Councilmember Reynolds has requested excusal.

AGENDA APPROVAL (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)

Mayor Zak asked for a motion to approve the agenda.

LEWIS/ADERHOLD SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

3. Memorandum 17-083, from City Clerk, Request for Executive Session Pursuant to AS 44.62.310 (A-C)(1 & 5) Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Government Unit and Attorney/Client Privilege (Donna Aderhold, David Lewis, and Catriona Reynolds vs. City of Homer Lawsuit).

Mayor Zak asked for a motion for the approval of the recommendations of Memorandum 17-083 to meet in executive session regarding the Donna Aderhold, David Lewis, and Catriona Reynolds vs. City of Homer Lawsuit.

STROOZAS/ERICKSON SO MOVED

Councilmember Aderhold asked if she and Councilmember Lewis need to participate for decision-making purposes.

Mayor Zak replied they will not participate in the executive session. City Manager Koester concurred in that they will only be giving guidance to the attorney.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Mayor Zak asked for a motion to adjourn to executive session.

ERICKSON/STROOZAS SO MOVED

There was no discussion.

VOTE: YES: LEWIS, SMITH, ADERHOLD, STROOZAS, ERICKSON

Motion carried.

Council adjourned to executive session at 4:07 p.m. and reconvened at 4:48 p.m.

Councilmember Smith reported that Council met in executive session to discuss the case brought against the City of Homer by Councilmembers Aderhold, Lewis, and Reynolds and to advise the City's Attorney.

Mayor Zak called for a recess until 5 pm when the absentee voting closed to allow for the public to comment.

4. COMMENTS OF THE AUDIENCE

Kathryn Carssow, city resident, commented in support of the city not moving to recover attorney fees from the councilmembers facing the recall election. She hopes concerned citizens and local governments can request the state's legislature develop more effective legislation that allows recall only the case of truly egregious or unlawful behaviors on the part of our councilmembers.

Mark Schog, city resident, encouraged trying to help the community move beyond this. It's been pretty divisive and he'd like to see things settle, starting with the council to help the heal the divide. One way would be for the city to pay the bill and move forward.

Jody Bitterman, city resident, commented in support of the city trying to re-coup the expense of the lawsuit from the three councilmembers because they sued as private citizens, and they wanted their legal costs paid if they'd won the suit.

Larry Slone, city resident, commented in agreement with the decision of the lawsuit in that it should go to the voters to decide. He thinks it would be appropriate to bring forth a resolution regarding the fees so the rest of the public would have a chance to weigh in.

Sarah Vance, spokesperson for Heartbeat of Homer, said they would like to see the city pursue the three councilmembers, the plaintiffs, to pay the city's legal attorney fees. If they had not pursued a lawsuit ensuing, the city would only have incurred the \$5400 in election costs.

Lanni Raymond, non-resident, commented in support of the city paying the legal costs incurred in the ACLU suit, because the city knew they might have legal expenses if they allowed the recall to go through.

ADJOURNMENT

There being no further business to come before the Council, Mayor Zak adjourned the meeting at p.m. The next Regular Meeting is Monday, June 12, 2017 at 6:00 p.m. and Committee of the Whole 5:00 p.m.

MELISSA JACOBSEN, MMC, CITY CLERK

Approved: _____



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 17-084

TO: Mayor Zak and Homer City Council
THROUGH: Katie Koester, City Manager
FROM: Elizabeth Walton, Finance Director
DATE: June 7, 2017
SUBJECT: 2018 Proposed Budget Schedule

Included is the 2018 Proposed Budget Development Schedule.

At the May 30th City Council meeting members indicated a desire to give administration formal direction on the budget before the scheduled August 14 Committee of the Whole conversation on budget priorities for the upcoming year. If that is the case, I recommended amending the attached budget schedule: the next available worksession is July 24.

Councilmembers have requested additional information on the public outreach process in prior years. I have attached the summary page from the first town hall meeting that was held when the City learned of a $\frac{3}{4}$ of a million shortfall in FY 2015. An online survey with over 500 respondents accompanied the Town Hall. The first Town Hall was followed up with two additional meetings on revenue solutions with robust public participation. The entire summary, including attachments can be found here: <http://www.cityofhomer-ak.gov/citymanager/closing-gap-town-hall-meeting-and-online-survey-results>

Attached is an analysis of budget growth across City departments over the past ten years and the last two years to help inform the Council's budget conversation. The decreases over the last two-year period reflect the City Council's response to cuts from the state and the current economic climate.

Recommendation:

Review, amend as desired, and approve the 2018 Budget Schedule.

Enc:
Budget schedule for 2018
Town Hall website summary from 2015
10 year and 2 year high level general fund budget chart

City of Homer
Proposed Budget Development Schedule for FY 2018

Dates	Time	Event
6/12/2017	6:00 PM	Budget Development Schedule to Council
6/26/2017		Finalize Budget Development Schedule
7/24/2017		Submit to departments, budget work sheets including salary and fringe benefit costs
8/14/2017	5:00 PM	Committee of the Whole, Council to discuss budget priorities for the coming year
	6:00 PM	Regular Meeting, Public Hearing - public input on budget priorities for the coming year
8/28/2017		Departmental Draft Budget and narratives to Finance
9/11/2017	5:00 PM	During Committee of the Whole, Council to discuss Revenue Sources for General Fund
9/11/2017		Compile data and return copy to departments for review
9/11 - 9/22/2017	Weeks Of	City Manager - Budget Review with Finance Director and Department Heads
9/25/2017		Preliminary budget assumptions to Council.
10/9/2017		City Manager's Budget (Proposed Budget) to Council
	5:00 PM	Committee of the Whole, Council to discuss budget
	6:00 PM	Regular Meeting - Public Hearing
10/23/2017	5:00 PM	Committee of the Whole, Council to discuss budget
	6:00 PM	Regular Meeting - to introduce Budget Ordinance and Fee/Tariff Resolutions
11/27/2017	5:00 PM	Committee of the Whole, Council to discuss budget
	6:00 PM	Regular Meeting - Public Hearing
12/11/2017	6:00 PM	Regular Meeting - Public Hearing & FY 2018 Budget Adoption

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

Closing the Gap: Town Hall Meeting and Online Survey Results



[1]

Closing the Gap: Results

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, 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-Police Enforcement of all City, State, and Federal laws and COH ordinances
- 4-Emergency Medical Services (Ambulances)
- 5-Public Works 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, what areas the public would like to see reduced, 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 was received nearly 500 responses which is approximately 40% of the total votes received in the last ballot measure. The theme is quite 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 are estimated at roughly 2% of the entire general fund.

City Resident	Non-City Resident
1-Boards and Commissions (59%)	1- Boards and Commissions (58%)
1-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 respondents 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

Supporting Documents

-  [online survey with all data.pdf](#) ^[2] (164 KB)
-  [closing the gap town hall worksheet- front page.pdf](#) ^[3] (263 KB)
-  [closing the gap town hall worksheet- ranking updated.pdf](#) ^[4] (252 KB)
-  [closing the gap town hall worksheet- dept key with graph.pdf](#) ^[5] (304 KB)
-  [closing the gap town hall worksheet- key pad revenue.pdf](#) ^[6] (221 KB)

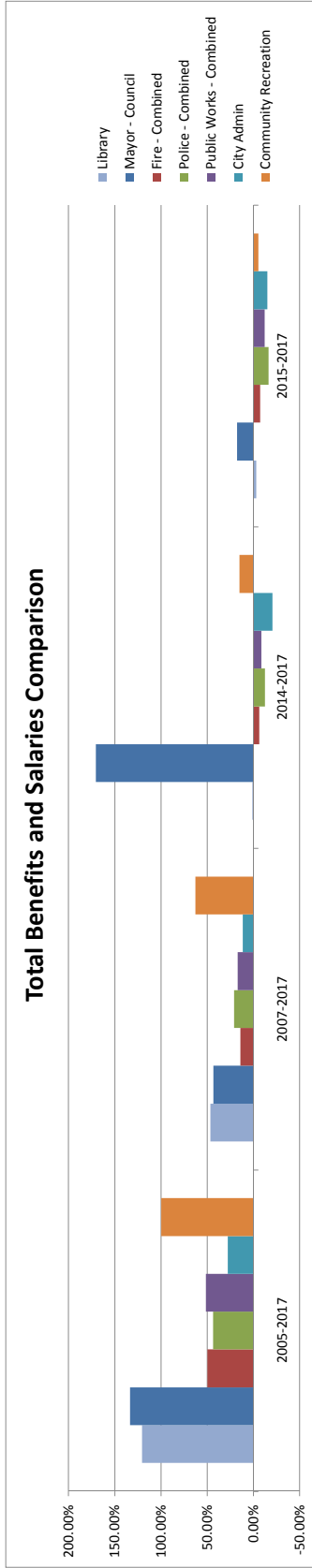
Source URL: <http://www.cityofhomer-ak.gov/citymanager/closing-gap-town-hall-meeting-and-online-survey-results>

Links:

- [1] http://www.cityofhomer-ak.gov/sites/default/files/styles/gallery500/public/imageattachments/citymanager/page/7751/check_mark.jpg?itok=6VjkovWp
- [2] http://www.cityofhomer-ak.gov/sites/default/files/fileattachments/city_manager039s_office/page/7751/online_survey_with_all_data.pdf
- [3] http://www.cityofhomer-ak.gov/sites/default/files/fileattachments/city_manager039s_office/page/7751/closing_the_gap_town_hall_worksheet-front_page.pdf
- [4] http://www.cityofhomer-ak.gov/sites/default/files/fileattachments/city_manager039s_office/page/7751/closing_the_gap_town_hall_worksheet-ranking_updated.pdf
- [5] http://www.cityofhomer-ak.gov/sites/default/files/fileattachments/city_manager039s_office/page/7751/closing_the_gap_town_hall_worksheet-dept_key_with_graph.pdf
- [6] http://www.cityofhomer-ak.gov/sites/default/files/fileattachments/city_manager039s_office/page/7751/closing_the_gap_town_hall_worksheet-key_pad_revenue.pdf

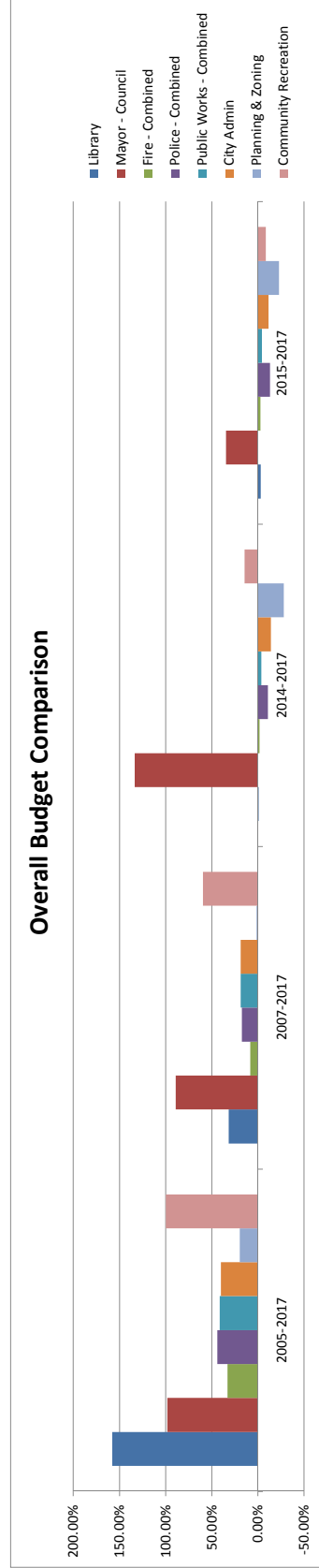
	12/31/2005	12/31/2006	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016	12/31/2017	10 YR	2 YR
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual*	Budgeted	% Change	% Change
Library	296,393	345,803	445,797	512,419	554,417	558,872	512,053	515,163	575,921	644,773	674,325	626,434	654,434	46.80%	-2.95%
Mayor - Council	6,012	9,419	9,796	10,711	9,796	9,734	4,868	4,946	4,757	5,191	11,930	13,464	14,056	43.48%	17.82%
Fire - Combined	506,065	600,334	663,464	740,120	712,389	639,572	666,979	702,001	687,070	807,465	817,682	704,137	759,397	14.46%	-7.13%
Police - Combined	1,814,287	1,928,552	2,154,718	2,501,878	2,496,578	2,370,595	2,464,972	2,623,457	2,735,547	2,979,840	3,108,514	2,654,320	2,611,183	21.18%	-16.00%
Public Works - Combined	945,089	1,107,573	1,221,608	1,348,892	1,390,330	1,379,924	1,302,267	1,417,773	1,408,743	1,565,407	1,630,257	1,442,259	1,434,064	17.39%	-12.03%
City Admin	1,281,547	1,265,350	1,465,767	1,661,462	1,728,356	1,670,660	1,678,228	1,738,339	1,836,697	2,053,219	1,925,003	1,606,581	1,638,388	11.78%	-14.89%
Planning & Zoning	274,902	275,440	327,638	349,575	373,595	379,664	380,460	393,520	412,429	465,374	431,587	318,034	328,570	0.28%	-23.87%
Community Recreation	-	38,391	72,581	86,276	90,614	87,572	85,046	88,127	100,387	102,529	124,547	110,395	118,338	63.04%	-4.99%

*Unaudited



	12/31/2005	12/31/2006	12/31/2007	12/31/2008	12/31/2009	12/31/2010	12/31/2011	12/31/2012	12/31/2013	12/31/2014	12/31/2015	12/31/2016	12/31/2017	10 YR	2 YR
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual*	Budgeted	% Change	% Change
Library	362,719	566,373	710,089	1,175,408	816,554	810,298	798,715	800,888	864,070	939,921	961,399	890,129	935,696	31.77%	-2.67%
Mayor - Council	684,589	330,476	716,923	1,619,654	524,997	294,484	295,624	1,412,255	1,134,218	580,450	1,007,651	1,049,088	1,356,994	89.28%	34.67%
Fire - Combined	785,705	928,381	962,253	1,121,970	998,207	856,424	892,356	1,000,776	927,302	1,062,142	1,073,202	941,448	1,045,426	8.64%	-2.59%
Police - Combined	2,267,038	2,471,044	2,775,197	3,213,585	3,127,084	3,034,088	3,085,601	3,302,884	3,420,945	3,655,383	3,749,456	3,226,169	3,265,539	17.67%	-12.91%
Public Works - Combined	1,764,963	1,938,061	2,104,229	2,300,598	2,356,372	2,108,374	2,152,995	2,388,085	2,355,471	2,591,419	2,611,425	2,475,478	2,501,328	18.87%	-4.22%
City Admin	1,432,188	1,436,564	1,691,014	1,920,306	1,965,356	1,843,705	1,831,377	1,932,120	2,091,829	2,332,988	2,268,007	1,930,580	2,009,940	18.86%	-11.38%
Planning & Zoning	294,196	304,701	346,742	382,710	405,145	403,193	396,292	421,494	434,628	487,634	455,757	334,069	352,866	1.77%	-22.58%
Community Recreation	-	47,858	90,242	110,777	104,964	110,591	106,465	107,614	124,116	125,542	156,980	133,090	144,103	59.68%	-8.20%

*Unaudited





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 17-085

TO: MAYOR ZAK AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: MAY 6, 2017

SUBJECT: VACATION OF A 30' WIDE PORTION (APPROXIMATELY 0.113 ACRES) OF GREATLAND STREET RIGHT OF WAY ADJACENT TO THE WEST BOUNDARIES OF LOTS 18-A AND 19-A, AS DEDICATED ON THE CHAMBERLAIN AND WATSON SUBDIVISION, PLAT HM 1950-24; LOCATED WITHIN THE NE ¼ SE ¼ OF SECTION 19, T6S, R13W, SEWARD MERIDIAN, ALASKA, WITHIN THE CITY OF HOMER AND THE KENAI PENINSULA BOROUGH; KPB FILE 2017-056V.

At their May 22, 2017 meeting, the Kenai Peninsula Borough Planning Commission approved to vacate a 30' Wide Portion (approximately 0.113 acres) of Greatland Street Right of Way Adjacent to the West Boundaries of Lots 18-A and 19-A, as Dedicated on the Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE ¼ SE ¼ of Section 19, T6S, R13W, Seward Meridian, Alaska, Within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V.

Notice of vacation was received on May 26, 2017. Per AS 29.40.140, no vacation of a City right-of-way and/or easement may be made without the consent of the City Council.

The City Council has thirty days from May 22, 2017 in which to veto the decision of the Kenai Peninsula Borough Planning Commission.

The Homer Advisory Planning Commission has no objection to granting this vacation as reflected in the minutes of May 22, 2017 staff report given by Max Best, Vacation of a 30' Wide Portion (approximately 0.113 acres) of Greatland Street Right of Way Adjacent to the West Boundaries of Lots 18-A and 19-A, as Dedicated on the Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE ¼ SE ¼ of Section 19, T6S, R13W, Seward Meridian, Alaska, Within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V.

RECOMMENDATION:

Voice non objection and consent to the vacation of a 30' Wide Portion (approximately 0.113 acres) of Greatland Street Right of Way Adjacent to the West Boundaries of Lots 18-A and 19-A, as Dedicated on the Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE ¼ SE ¼ of Section 19, T6S, R13W, Seward Meridian, Alaska, Within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V.



KENAI PENINSULA BOROUGH

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2215 • **FAX:** (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2215

www.kpb.us

**MIKE NAVARRE
BOROUGH MAYOR**

May 24, 2017

Homer City Council
491 East Pioneer Avenue
Homer, AK 99603-7645

RE: Vacate a 30' wide portion (approximately 0.113 acres) of Greatland Street Right of Way adjacent to the west boundaries of Lots 18-A and 19-A, as dedicated on Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE 1/4 SE 1/4 of Section 19, T6S, R13W, Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V

Dear Homer City Council Members:

In accordance with AS 29.40.140, no vacation of a city right-of-way and/or easement may be made without the consent of the city council. The KPB Planning Commission approved the referenced vacation during their regularly scheduled meeting of May 22, 2017. This petition is being sent to you for your consideration and action.

The City Council has 30 days from May 22, 2017 in which to veto the decision of the Planning Commission. If no veto is received from the Council within the 30-day period, the decision of the Planning Commission will stand.

Attached are draft, unapproved minutes of the pertinent portion of the meeting and other related material.

Sincerely,

Max J. Best
Planning Director

MJB:pdh

Attachments



KENAI PENINSULA BOROUGH

PLANNING DEPARTMENT

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2200 • **FAX:** (907) 714-2378

Toll-free within the Borough: 1-800-478-4441, Ext. 2215

www.borough.kenai.ak.us

**MIKE NAVARRE
BOROUGH MAYOR**

May 24, 2017

KENAI PENINSULA BOROUGH PLANNING COMMISSION NOTICE OF DECISION MEETING OF MAY 22, 2017

RE: Vacate a 30' wide portion (approximately 0.113 acres) of Greatland Street Right of Way adjacent to the west boundaries of Lots 18-A and 19-A, as dedicated on Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE 1/4 SE 1/4 of Section 19, T6S, R13W, Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V

During their regularly scheduled meeting of May 22, 2017, the Kenai Peninsula Borough Planning Commission granted approval of the proposed right-of-way vacation based on the following findings of fact.

Findings:

1. The proposed vacation is within the City of Homer.
2. Development within the property is subject to the requirements of the zoning district.
3. The property is within the Central Business District.
4. Homer Advisory Planning Commission conditionally approved the proposed vacation on April 5, 2017.
5. Sufficient rights-of-way exist to serve the surrounding properties.
6. No surrounding properties will be denied access.
7. Per the submittal, the right-of-way proposed for vacation is not in use for access.
8. Per the submittal, the right-of-way proposed for vacation has not been constructed.
9. Homer Electric Association requested a 20-foot easement centered on their existing overhead power line.

Conditions

1. Submittal of a final plat in accordance with Chapter 20 of the KPB Code within a timeframe such that the plat can be recorded within one year of vacation consent.
2. Grant utility easements requested by the utility providers per KPB 20.30.060 and 20.60.150.
3. Grant utility easements for the City of Homer's water and sewer mains.

In accordance with AS 29.40.140, no vacation of a city right-of-way and/or easement may be made without the consent of the city council. The proposed vacation has been forwarded to the Homer City Council. The City Council has 30 days from May 22, 2017 in which to veto the decision of the Planning Commission. If no veto is received from the Council within the 30-day period, the decision of the Commission will stand.

Please contact the Homer City Office to verify the date the subject vacation will be reviewed by the Council.

This notice and unapproved minutes of the subject portion of the meeting were sent May 24, 2017 to:

Tom Livingston
3900 Arctic Blvd #301
Anchorage, AK 99503-5782

Homer Advisory Planning Commission
491 East Pioneer Avenue
Homer, AK 99603

Homer City Council
491 East Pioneer Avenue
Homer, AK 99603

AGENDA ITEM F. PUBLIC HEARINGS

2. Vacate a 30' wide portion (approximately 0.113 acres) of Greatland Street Right of Way adjacent to the west boundaries of Lots 18-A and 19-A, as dedicated on Chamberlain and Watson Subdivision, Plat HM 1950-24; located within the NE 1/4 SE 1/4 of Section 19, T6S, R13W, Seward Meridian, Alaska, within the City of Homer and the Kenai Peninsula Borough; KPB File 2017-056V

Staff Report given by Max Best

PC Meeting: 5/22/17

Purpose as stated in petition: This section of right-of-way has been determined to be unnecessary by the City of Homer.

Petitioner: Thomas W. Livingston of Anchorage, AK

Notification: Public notice appeared in the May 11 issue of the Homer News as a separate ad. The public hearing notice was published on May 18 as part of the tentative agenda.

Forty-four certified mailings were sent to owners of property within 300 feet of the parcels. Twenty-two receipts have been returned. Twenty-nine public hearing notices were sent by regular mail to owners within 600 feet of the proposed vacation.

Fourteen public hearing notices were emailed to agencies and interested parties.

Pertinent KPB Departments were notified of the proposed vacation by an interdepartmentally shared subdivision database.

Notices were mailed to the Homer Post Office and Homer Community Library with a request to be posted in public locations.

The notice and maps were posted on the Borough bulletin board and Planning Department public hearing notice web site.

City of Homer:

Homer Advisory Planning Commission approved the proposed vacation on April 5, 2017 with staff recommendations and findings.

KPB 20.30.170 – Blocks – Length Requirements

Staff Finding 1: The current block length along the Sterling Highway is about 500 feet to Main Street, and 550 feet to Ohlson Lane. Vacation of Greatland Street south of the Sterling Highway would create a block length of about 1,100 feet. Vacation of Greatland Street would increase conformance with the requirement that block lengths be not less than 800 feet on an arterial and state maintained roads.

KPB 20.70.170 – Vehicular Access

Staff Finding 2: Equal or superior access exists for vehicular access. Greatland Street is undeveloped within this block. The primary parcel will access on Ohlson Lane. Other properties affected have access on Ohlson Lane or the Sterling Highway, which are both paved and maintained roads. Two or more access points are not necessary in this area.

KPB 20.70.190 – Utility provisions

Staff Finding 3: City staff has considered the existing a future municipal infrastructure and finds that utility easements are sufficient.

Homer Fire Department: No concerns.

Homer Public Works: The Transportation Master Plan does not show the portion of Greatland Street south of

the Sterling Highway being an important roadway corridor. This in itself does not mean it should not be constructed, but Public Works can find no reasonable argument that it should be. If the consensus is that no road will ever be constructed in the existing Greatland right-of-way (south of the Sterling Highway), Public Works will not object to vacating a portion of Greatland as proposed.

The vacation of any portion of Greatland should reserve utility easements for the water and sewer mains that exist or are proposed to be constructed, and a pedestrian access easement should be considered.

Vehicular Access:

If no right-of-way vacation is approved or it is approved as proposed by the applicant, Public Works would allow for a "driveway" to be extended from Bunnell to the property within the dedicated Greatland Street right-of-way. A permit and maintenance agreement would be required. The Fire Department has required (in similar situations) that this driveway be at least 20' wide and be able to support emergency vehicle access.

Comments Received:

Homer Electric Association: Existing OH power line is the centerline of a 20-foot wide electrical distribution line easement including guys and anchors.

KPB Addressing Officer: No objection to the vacation.

River Center: The proposed vacation is not within the Anadromous Habitat Protection District.

Staff Discussion: The City of Homer regulates the floodplain by HCC 21.41 Flood Prone Areas. Per Homer City Staff Report 17-37, the property is within Zone D, flood hazards undetermined.

The preliminary plat is scheduled for review by the Plat Committee on June 12, 2017.

If the proposed vacation is approved, it will create a substandard right-of-way width. An exception to KPB 20.30.120 will be required.

There will be an additional vacation going to the west towards Ohlson Lane in conjunction with this but it will be a different petition.

Findings:

1. The proposed vacation is within the City of Homer.
2. Development within the property is subject to the requirements of the zoning district.
3. The property is within the Central Business District.
4. Homer Advisory Planning Commission conditionally approved the proposed vacation on April 5, 2017.
5. Sufficient rights-of-way exist to serve the surrounding properties.
6. No surrounding properties will be denied access.
7. Per the submittal, the right-of-way proposed for vacation is not in use for access.
8. Per the submittal, the right-of-way proposed for vacation has not been constructed.
9. Homer Electric Association requested a 20-foot easement centered on their existing overhead power line.

STAFF RECOMMENDATION: Based on the above findings, staff recommends approval of the vacation as petitioned, subject to:

1. Submittal of a final plat in accordance with Chapter 20 of the KPB Code within a timeframe such that the plat can be recorded within one year of vacation consent.
2. Grant utility easements requested by the utility providers per KPB 20.30.060 and 20.60.150.
3. Grant utility easements for the City of Homer's water and sewer mains.

KPB 20.70.110:

A vacation of a city street, public right-of-way, public area, or public easement located within an

incorporated city may not be approved without the consent of the city council. The Homer City Council shall have 30 calendar days from the date of approval in which to veto the planning commission decision. If no veto is received by the planning director within the specified period, the city shall be considered to have given consent to the vacation.

KPB 20.70.120:

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

KPB 20.70.130:

THE FINAL PLAT MUST BE RECORDED WITHIN ONE YEAR OF THE VACATION CONSENT IN KPB 20.70.110.

END OF STAFF REPORT

Chairman Martin opened the meeting for public comment. Seeing and hearing no one wishing to speak Chairman Martin closed the public comment period and opened discussion among the Commission.

MOTION: Commissioner Venuti moved, seconded by Commissioner Whitney to approve the vacation of a public right-of-way in the Homer area based on the following findings of fact.

Findings:

1. The proposed vacation is within the City of Homer.
2. Development within the property is subject to the requirements of the zoning district.
3. The property is within the Central Business District.
4. Homer Advisory Planning Commission conditionally approved the proposed vacation on April 5, 2017.
5. Sufficient rights-of-way exist to serve the surrounding properties.
6. No surrounding properties will be denied access.
7. Per the submittal, the right-of-way proposed for vacation is not in use for access.
8. Per the submittal, the right-of-way proposed for vacation has not been constructed.
9. Homer Electric Association requested a 20-foot easement centered on their existing overhead power line.

Commissioner Ecklund stated that it seemed odd that they are doing this small vacation of this unused platted road. She asked if this was usual and if the other property owners will ask for a vacation as well. Mr. Best replied thought so but wasn't sure what the City of Homer had planned for that unused 30 foot portion. A lot of times, they save out a portion for water, sewer, electric, etc. He stated that property owners could petition to have the rest of it vacated at a later date but wasn't sure that would happen.

VOTE: The motion passed by unanimous consent.

CARLUCCIO ABSENT	ECKLUND YES	ERNST ABSENT	FOSTER YES	GLENDENING YES	ISHAM ABSENT	LOCKWOOD YES
MARTIN YES	MORGAN YES	RUFFNER YES	VENUTI YES	WHITNEY YES		9 YES 3 ABSENT

Chairman Martin passed the gavel to Vice Chairman Ruffner due to a conflict of interest in the following public hearing.

AGENDA ITEM F. PUBLIC HEARINGS

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 17-24

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AUTHORIZING THE CITY MANAGER TO PURCHASE KENAI PENINSULA BOROUGH PARCEL NO. 17305408, T 6S, R 13W, SECTION 9, SEWARD MERIDIAN, LOT 8, BLOCK 1, KELLY RANCH ESTATES IN THE AMOUNT OF \$21,000.00 WITH FUNDS FROM THE LAND RESERVE ACCOUNT FOR THE PURPOSE OF PROTECTING THE BRIDGE CREEK WATERSHED.

WHEREAS, Resolution 17-029 authorized the City Manager to negotiate and prepare a purchase offer for the Kenai Peninsula Borough Parcel No. 17305408, Lot 8, Block 1 Kelly Ranch Subdivision with the condition that the City Council must approve the purchase price; and

WHEREAS, The City Manager negotiated and is prepared to purchase Lot 8, Block 1, Kelly Ranch Estates for \$21,000.00; and

WHEREAS, Funds from the Land Reserve Account are available for the purchase of the property.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2017 Operating Budget is hereby amended appropriating \$21,000.00 from the Land Reserve Account for the purchase of Kenai Peninsula Borough Parcel No. 17305408, T 6S, R 13W, Section 9, Seward Meridian, Lot 8, Block 1 Kelly Ranch for the purpose of protecting the Bridge Creek Watershed.

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
256-0378	Purchase Property in the Bridge Creek Watershed	\$21,000.00

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA on this ____th day of ____, 2017.

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CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and Approved as to form and content:

Mary K. Koester, City Manager

Holly Wells, City Attorney

Date: _____

Date: _____

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

3 City Manager

4 **RESOLUTION 17-029**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
7 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND PREPARE
8 A PURCHASE OFFER FOR THE KENAI PENINSULA BOROUGH
9 PARCEL NO. 17305408, LOT 8, BLOCK 1, KELLY RANCH ESTATES,
10 AND DESIGNATING ITS USE FOR THE PURPOSE OF PROTECTING
11 THE BRIDGE CREEK WATERSHED.
12

13 WHEREAS, The City Council recognizes that it is in the best interest of Homer residents
14 to protect the City's water source, the Bridge Creek Watershed; and
15

16 WHEREAS, Zoning restrictions in the Bridge Creek Watershed District limit private
17 property owner's ability to develop their property; and
18

19 WHEREAS, Pursuant to Homer City Code 18.06.010(a) Real Property Acquisitions, the
20 City may acquire, own and hold real property within or outside the City boundaries by any
21 lawful means or conveyance, and exercise all rights and powers in the acquisition, ownership
22 and holding of real property as if the City were a private person; and
23

24 WHEREAS, A 2.86 acre parcel of land (Kenai Peninsula Borough Parcel No. 17305408, Lot
25 8, Block 1 Kelly Ranch Estates) fronts Bridge Creek and the property owner has stated interest
26 in selling; and
27

28 WHEREAS, This parcel's location in Homer's Bridge Creek Watershed would enhance
29 the long-term preservation the City's water source; and
30

31 WHEREAS, This parcel is considered a moderate value wetlands and classified as
32 Discharge Slope which consists of shallow groundwater discharging to Bridge Creek; and
33

34 WHEREAS, This parcel has approximately 650 feet of frontage on Bridge Creek; and
35

36 WHEREAS, Currently, this parcel does not have constructed access or utilities; and
37

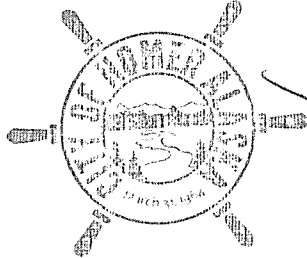
38 WHEREAS, The parcel is developable for a single-family residence as long as the septic
39 system is a least 200 feet from Bridge Creek; and
40

41 WHEREAS, Funds from the water Reserve Account No. 256-0378 with a balance of
42 approximately \$2,500,000 can be made available for the purchase of the property.

43 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
44 authorizes the City Manager to negotiate and prepare a purchase offer in the amount not to
45 exceed fair market value of the above described property with the condition that the City
46 Council must approve the purchase price by Ordinance.

47
48 PASSED AND ADOPTED by the Homer City Council this 28th day of March, 2017.

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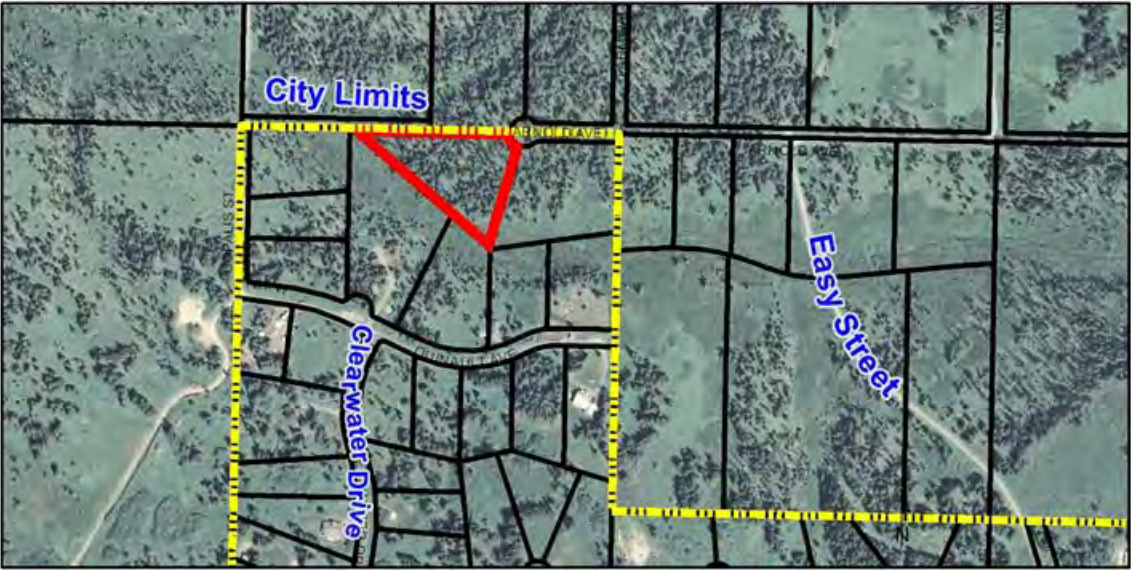
CITY OF HOMER
Bryan Zak
BRYAN ZAK, MAYOR

57 ATTEST:
58
59
60 *JQ Johnson*
61 JQ JOHNSON, MMC, CITY

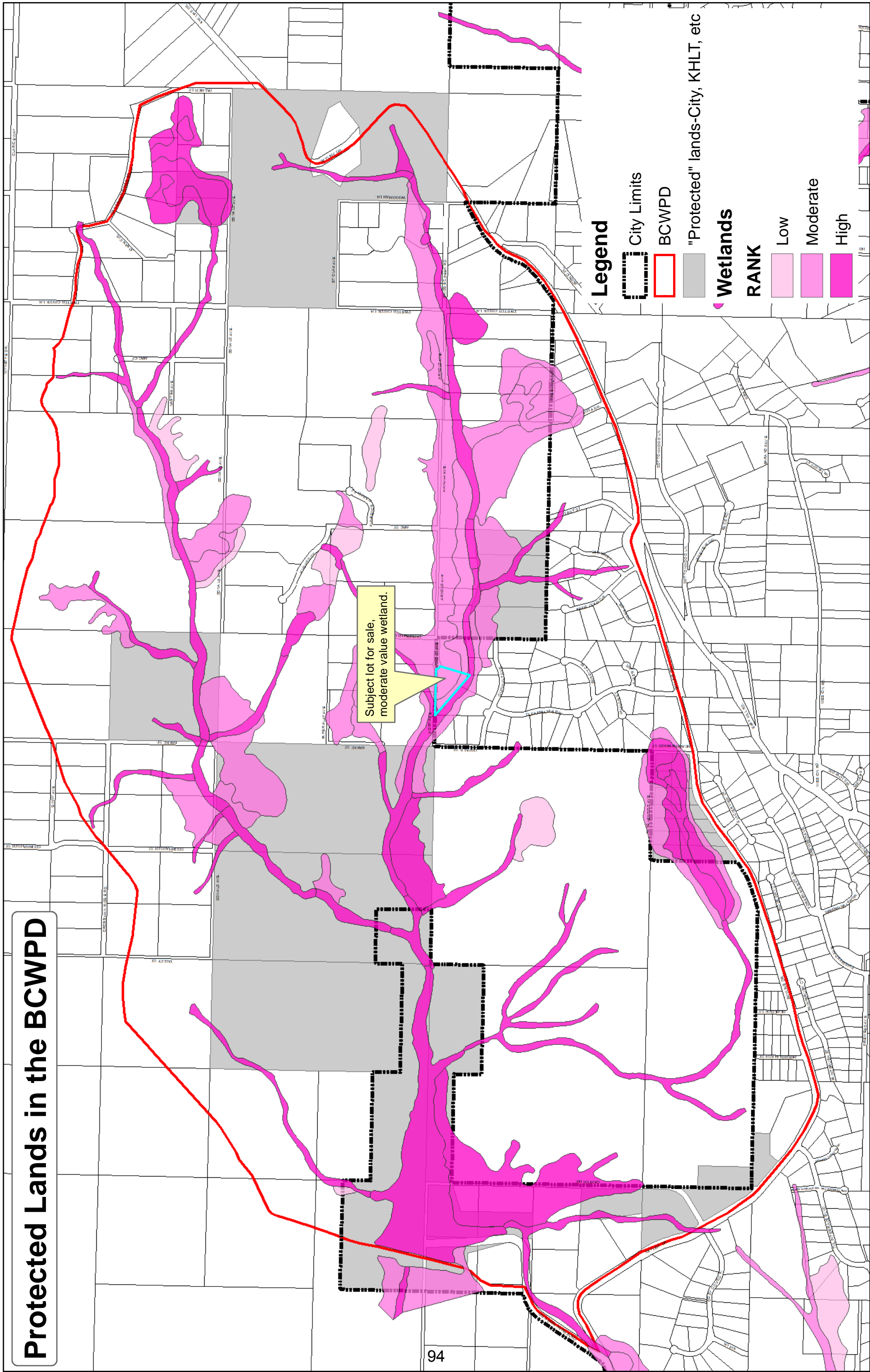
62 Fiscal Note: Not to exceed \$20,000

63

PARCEL NO. 17305408 in Bridge Creek Watershed



Protected Lands in the BCWPD



Subject lot for sale,
moderate value wetland.

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

3 City Manager/
4 Police Chief/Fire Chief

5 **ORDINANCE 17-25**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 REPEALING HOMER CITY CODE 2.52 DEPARTMENT OF PUBLIC
9 SAFETY AND REENACTING AS THE POLICE DEPARTMENT AND
10 CREATING HCC 2.53 FIRE DEPARTMENT UNDER TITLE 2.
11 ADMINISTRATION AND PERSONNEL.
12

13 WHEREAS, In 1981 a Public Safety Department was defined in Homer City Code that
14 consisted of two divisions called the Homer Police Department and the Homer Volunteer Fire
15 Department that is headed by the Director of Public Safety; and
16

17 WHEREAS, Since that time the position of the Director of Public Safety has been
18 eliminated and the Homer Police Department and Homer Volunteer Fire Department have
19 become established departments within the City and the department heads are the Police
20 Chief and Fire Chief respectively; and
21

22 WHEREAS, HCC 2.52 has had minimal revisions since it was originally adopted and this
23 amendment will correctly outline the Police Department and Fire Department Functions.
24

25 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
26

27 Section 1. Section 2.52, Department of Public Safety is repealed and reenacted as 2.52,
28 Police Department to read as follows:
29

30 Chapter 2.52
31 POLICE DEPARTMENT
32

33 Sections:

- 34 2.52.010 Department created.
- 35 2.52.020 Function of Department.
- 36 2.52.030 Authority of the Chief of Police.
- 37 2.52.035 National Incident Command System.
- 38 2.52.040 Police divisions – Duties and authorities.
- 39 2.52.050 Contracts for services authorized.
- 40 2.52.060 Correctional officer qualifications.

41
42 **2.52.010 Department created.**

43 There is created a Police Department which shall consist of three divisions called Patrol,
44 Dispatch, and Investigations. The Police Department will be headed by the Chief of Police who
45 shall be appointed by the City Manager for an indefinite term, confirmed by the City Council
46 and shall be removable only for cause by the City Manager. The Chief of Police who shall
47 supervise and direct the activities of their divisions.

48

49 **2.52.020 Function of Department.**

50 It shall be the function of the Police Department to preserve order, enforce all ordinances and
51 laws in the City, and preserve peace.

52

53 **2.52.030 Authority of the Police Chief.**

54 The Chief of Police shall have all the duties and authority assigned by law or ordinance to
55 provide law enforcement, emergency communications, and shall have the supervision of all
56 officers and employees assigned to the Department and shall have the authority to administer
57 contracts for public safety services not provided by Department personnel.

58

59 **2.52.035 National Incident Command System.**

60 The City of Homer hereby adopts the National Incident Management System (NIMS) as its
61 system of preparing for and responding to disaster incidents. NIMS includes the use of the
62 Incident Command System for responding to and management of disasters.

63

64 **2.52.040 Police duties and authorities.**

65 The Police Department shall have the duty and authority to preserve order, enforce all
66 ordinances and laws in the City, preserve peace, and in all respects to perform all duties
67 pertaining to the offices of police officer. The Chief of Police shall have the authority to
68 organize, supervise and direct the activities and personnel of the Police Department.

69

70 **2.52.050 Contracts for services authorized.**

71 a. The City of Homer shall have the authority to contract for the provision of public safety
72 services.

73 b. The City of Homer shall have the authority to delegate to the contractor the duties and
74 powers required for the services to be performed under contract to the City, except as may
75 otherwise be prohibited by law.

76

77 **2.52.060 Correctional officer qualifications.**

78 A full-time City correctional officer shall meet the requirements of AS 18.65.130 through
79 18.65.290 that are applicable to municipal correctional officers, including without limitation
80 certification under AS 18.65.242, on or before the later of:

81 a. Six months after the effective date of this section; and

82 b. One year after the date of hire.

83

84

85 Section 2. HCC 2.53, Fire Department is created and reads as follows:
86

87 Chapter 2.53

88 FIRE DEPARTMENT

89

90 Sections:

91 2.53.010 Department created.

92 2.52.020 Authority of the Fire Chief.

93 2.53.030 Fire Department volunteer personnel.

94 2.52.035 National Incident Command System.

95 2.52.040 Emergency responses – Fees – Liability.

96

97 **2.53.010 Department created.**

98 There is created a Fire Department. The Fire Department will be headed by the Fire Chief who
99 shall be appointed by the City Manager for an indefinite term, confirmed by the City Council
100 and shall be removable only for cause by the City Manager. The Fire Chief shall supervise and
101 direct the activities of the department.

102

103 **2.52.020 Authority of the Fire Chief.**

104 The Fire Chief shall have all the duties and authority assigned by law or ordinance to provide
105 emergency communications, fire protection, rescue and emergency medical services and shall
106 have the supervision of all employees assigned to the Department and shall have the authority
107 to administer contracts for Fire Department services not provided by Department personnel.

108

109 **2.53.030 Fire Department volunteer personnel.**

110 a. Fire Department volunteer personnel shall be formally appointed by the Fire Chief to
111 positions within the Fire Department.

112 b. The Fire Chief shall have the authority to:

113 1. Organize, manage and direct the activities of the Fire Department volunteers;

114 2. Select, appoint, schedule, promote, transfer, assign, train or retrain volunteers in positions
115 within the Fire Department;

116 3. Suspend, demote, discharge, or take appropriate disciplinary action against volunteers
117 according to the Fire Department policy and procedures manual;

118 4. Establish job descriptions for all volunteer positions within the Fire Department; and

119 5. Establish reasonable work rules and rules of conduct for all volunteers.

120 c. Volunteer personnel shall be treated as employees for the purpose of indemnification from
121 personal liability by the City according to Chapter 1.10 HCC. They shall also be afforded
122 statutory immunity provided by law.

123 d. The City shall provide worker's compensation insurance for all volunteer personnel.

124 e. Volunteer members of the Fire Department may organize into an association. The function
125 and duties of the association shall in no way conflict with the role and authority of the Fire
126 Department or the Fire Chief. The Fire Department may assist the association by supporting

127 the activities of the volunteer association that supports the mission of the Fire Department and
128 encourage volunteer participation.

129 f. The Fire Chief shall have the authority to establish reasonable Fire Department privileges to
130 encourage and reward the active participation of volunteers in Fire Department activities and
131 services. Such privileges shall be described in the Fire Department procedures and policy
132 manual.

133 g. The Fire Chief may recommend specific compensation or benefits be provided for volunteer
134 Fire Department personnel. Such compensation or benefits must be approved by the City
135 Council by resolution, and are subject to annual appropriation to the Fire Department budget.
136 Absent such specific approval, volunteer Fire Department personnel shall not be paid and shall
137 have no right or claim to any employee compensation or benefits.

138

139 **2.53.035 National Incident Command System.**

140 The City of Homer hereby adopts the National Incident Management System (NIMS) as its
141 system of preparing for and responding to disaster incidents. NIMS includes the use of the
142 Incident Command System for responding to and management of disasters.

143

144 **2.53.040 Emergency responses – Fees – Liability.**

145 a. The City Council may, by resolution, establish a schedule of fees to be charged for emergency
146 services. Fee schedules may be established for, but are not limited to:

- 147 1. False alarms;
148 2. Emergency medical services or rescue services;
149 3. Reimbursement of the cost of an emergency service response involving hazardous materials
150 or demanding unusual or extraordinary efforts, or caused by criminal or negligent conduct;
151 4. Fire protection services.

152 b. As used herein, “costs of an emergency service response” means actual costs incurred by
153 the City, including Homer Volunteer Fire Department, and any other City contractors, in
154 reasonably responding to an emergency incident, including the costs of providing police, fire
155 fighting, rescue, emergency medical services, and other personnel, equipment or services in
156 response to the incident, but shall not exceed those costs directly arising out of the response
157 to the incident.

158 c. The charges authorized in subsection (a) of this section constitute a debt of the responsible
159 parties and is collectible by the City in the same manner as in the case of an obligation under
160 a contract, express or implied. The City of Homer shall have the right to bring suit for collection
161 of these charges, plus costs and attorney fees, against any or all of the parties responsible for
162 payment.

163 d. Payments received for emergency service responses shall be prorated among the City
164 departments and contractors responding to the incident.

165

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

168

169 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
170 _____, 2017.

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CITY OF HOMER

BRYAN ZAK, MAYOR

178
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182 ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

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YES:
NO:
ABSTAIN:
ABSENT:

194 First Reading:
195 Public Hearing:
196 Second Reading:
197 Effective Date:

198
199

Reviewed and approved as to form.

200
201

Mary K. Koester, City Manager

Holly C. Wells, City Attorney

203
204

Date:

Date:

205
206

207 Fiscal Note: NA

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

3 City Manager/
4 Personnel Director

5 **RESOLUTION 17-058**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING CITY OF HOMER PERSONEL REGULATIONS, CHAPTER
9 2, SECTION 2.2.3 DIVISION, CHAPTER 3, SECTION 3.14.3
10 EMPLOYMENT OF RELATIVES, CHAPTER 5, SECTION 5.3.3 PAY
11 INCREASES, CHAPTER 6, SECTION 6.1 RECOGNIZED HOLIDAYS,
12 SECTION 6.8 SICK LEAVE, AND CHAPTER 12, SECTION 12.3
13 LAYOFFS.
14

15 WHEREAS, Pursuant to Regulation 1.6, Revisions and Amendments, the City Manager
16 may recommend revisions to the Personnel Regulations at any time with the revisions effective
17 upon the approval of the City Council; and
18

19 WHEREAS, The City Manager recommends amending Chapter 2, Section 2.2.3 Division
20 to read Community Recreation instead of Community Schools; and
21

22 WHEREAS, The City Manager recommends amending Chapter 3, Section 3.14.3
23 Employment of Relatives to clarify the language which currently allows the City Manager to
24 supervise family members if they are employed in different departments; and
25

26 WHERAS, The City Manager recommends amending Chapter 5, Section 5.3.3 Pay
27 Increases to require above satisfactory performance in order to be eligible for a merit increase;
28 and,
29

30 WHERAS, The City Manager recommends amending Chapter 6, Section 6.1 Recognized
31 Holidays to allow the Police and Fire Departments to observe the holidays on actual holidays
32 versus City's recognized holidays; and
33

34 WHERAS, The City Council passed and adopted Resolution 17-030(A) Chapter 6, Section
35 6.24 Occupation Death Benefit on March 28, 2017; and
36

37 WHERAS, The City Manager recommends amending Chapter 6, Section 6.8 Sick Leave
38 to increase the Sick Leave cap to 80 hours; and
39

40 WHERAS, The City Manager recommends amending Chapter 12, Section 12.3 Layoffs, to
41 designate in the event of a layoff, they shall be made by position in reverse order of seniority
within each Division.

42 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, Amends the City of
43 Homer Personnel Regulations Chapter 2, Section 2.2.3 Division, Chapter 3, Section 3.14.3 Employment
44 of Relatives, Chapter 5, Section 5.3.3 Pay Increases, Chapter 6, Section 6.1 Recognized Holidays,
45 Section 6.8 Sick Leave, Chapter 12, Section 12.3 Layoffs.

46
47 PASSED AND ADOPTED by the Homer City Council this 12th day of June, 2017.

48
49 CITY OF HOMER

50
51
52 _____
53 BRYAN ZAK, MAYOR

54
55 ATTEST:
56
57
58 _____
59 MELISSA JACOBSEN, MMC, CITY CLERK

60
61 Fiscal Note: N/A

62
63

CITY OF HOMER



PERSONNEL REGULATIONS

Revised: June 12, 2017
Resolution 17-

CITY OF HOMER

TABLE OF CONTENTS

CHAPTER ONE: GENERAL PROVISIONS		PAGE
1.1	Authority	1
1.2	Purpose	1
1.3	Scope	1
1.4	Personnel Office	1
1.5	Personnel Records	1-2
1.6	Revision and Amendments	2
1.7	Variances	2
CHAPTER TWO: ORGANIZATION AND DELEGATION OF AUTHORITY		
2.1	Purpose	3
2.2	Department, Department Director, Divisions and Units	3
2.3	Management Responsibility and Authority	4-5
2.4	Employee Responsibility	5-6
CHAPTER THREE: RECRUITMENT, APPLICATION, SELECTION, APPOINTMENTS		
3.1	Job Announcements and Publicity	7
3.2	Application for Employment	7
3.3	Child Labor	7
3.4	Selection Devices	7
3.5	Position Appointments	7
3.6	Intradepartmental Promotions	7-8
3.7	Intradepartmental Transfers	8
3.8	Interdepartmental Transfers or Promotions	8
3.9	Emergency Appointments	8
3.10	Temporary Appointments	8
3.11	Casual Appointments	8
3.12	Casual Jail Officer Appointments	8
3.13	Part-Time Appointments	8-9
3.13	Employment of Relatives	9
CHAPTER FOUR: POSITION CLASSIFICATION		
4.1	Definition	10
4.2	Position Classification System/Parity	10
4.3	Job Description/Specifications	11
4.4	New Positions	11
4.5	Position Reclassification-Upgrade	11
4.6	Position Reclassification-Downgrade	12
4.7	Position Change	12
4.8	Reassignment Pay	12

CHAPTER FIVE: SALARY ADMINISTRATION		PAGE
5.1	Schedule Revisions	13
5.2	Appointee Pay	13
5.3	Pay Increases	13-14
5.4	Anniversary Date	14
5.5	Pay Day	14
5.6	Timesheets	14
5.7	Workday and Workweek	15
5.8	Shift Pay	16
5.9	Overtime Policies	16
5.10	Overtime Pay	17
5.11	Compensatory Time	18
5.12	Work Call Back	18
5.13	Two Hour Minimum Call Out	18
5.14	On Call Pay	18
5.15	Temporary Assignment Pay	18
5.16	Training and Travel Time	18-20

CHAPTER SIX: EMPLOYEE BENEFITS		
6.1	Recognized Holidays	21
6.2	Leave with Pay	22
6.3	Leave Donation	22
6.4	Leave Cap	22
6.5	Annual Mandatory Leave Requirement	23
6.6	Annual Leave Cash Out	23
6.7	Final Leave Cash Out	23
6.8	Sick Leave	23
6.9	Birthday Leave	24
6.10	Christmas and New Years Eve Leave	24
6.11	Bereavement Leave	24
6.12	Witness Leave	24
6.13	Jury Duty Leave	25
6.14	Voting Leave	25
6.15	20 and 30 Year Anniversary Leave	25
6.16	Short-Term Military Leave with Pay	25
6.17	Extended Military Leave Without Pay	25
6.18	Military Family Leave (MFL)	26
6.19	Family and Medical Leave of Absence (FMLA)	26-27
6.20	Personal Leave of Absence without Pay	28
6.21	Sabbatical	28
6.22	Change of Anniversary Date Because of Unpaid Leave of Absence	28
6.23	Retirement, Deferred Comp., Life Insurance, and Medical Benefits	28-29

CHAPTER SEVEN: PERFORMANCE EVALUATIONS		PAGE
7.1	Purpose	30
7.2	Periods of Evaluation	30-31
7.3	Evaluation Form	31
7.4	Review of the Performance Evaluation	31
7.5	Unsatisfactory Evaluation	31
7.6	Appeal Procedure	31

CHAPTER EIGHT: GENERAL CONDUCT

8.1	Attendance	32
8.2	Breaks	32
8.3	Appearance	32
8.4	Uniforms and Uniform Maintenance	32
8.5	Outside Employment	32-33
8.6	Residency Requirements	33
8.7	Ethics and Conflict of Interest	33-34
8.8	Ethics Complaint Procedure	34
8.9	Political Activity	34-35
8.10	Oath of Office	35
8.11	Legal Liability	35
8.12	Use of City-Owned Equipment	35
8.13	Office Technology Policy	35-36
8.14	City Vehicles	37
8.15	Cost Consciousness	37
8.16	Safety	37
8.17	Work Accidents/Injuries	37-38
8.18	Solicitations	38
8.19	Personal Business	38
8.20	Personal Items/Equipment	38
8.21	Drug Free Workplace	38-39
8.22	Commercial Driver License (CDL) Drug/Alcohol Testing Policy	39
8.23	Smoking Prohibited	39

CHAPTER NINE: DISCRIMINATION AND HARASSMENT COMPLAINTS

9.1	Equal Opportunity Policy	40
9.2	Anti-discrimination and Anti-harassment Policy	40
9.3	Definitions	40-41
9.4	Harassment Definition	41
9.5	Sexual Harassment Definition	41
9.6	Sexual Harassment Examples	41-42
9.7	Responsibilities	42
9.8	Procedure for Informal Complaints	42-43

9.9	Procedure for Formal Complaints	43
9.10	Retaliation	43
CHAPTER TEN: DISCIPLINE – CAUSES AND ACTIONS		
10.1	Discipline Policy	44
10.2	Oral Warning	44
10.3	Written Warning or Disciplinary Work Plan	44
10.4	Employee Response to Warning or Disciplinary Work Plan	44
10.5	Suspension without Pay, Demotion, Dismissal	44-45
10.6	Pre-Deprivation Hearing	46
10.7	Administrative Leave with Pay	46
10.8	Appeal of Disciplinary Action	47
CHAPTER ELEVEN: COMMUNICATION, GRIEVANCE AND APPEAL PROCEDURE		
11.1	Purpose and Policy	48
11.2	Employee Communications	48
11.3	Definition of Grievance	48
11.4	Grievance Procedure Steps	49-50
11.5	Arbitration Procedures	50-51
11.6	Enforcement of Arbitrator’s Decision	51
11.7	Standard of Review	51
CHAPTER TWELVE: SEPARATION FROM EMPLOYMENT		
12.1	Resignations	52
12.2	Exit Interview	52
12.3	Lay Offs	52
12.4	Dismissal	52
12.5	Severance Pay	52

CHAPTER ONE

GENERAL PROVISIONS

1.1 Authority. These Personnel Regulations are adopted pursuant to Section 1.38.010 of the Homer City Code and shall be effective upon adoption by the City Council via resolution and administered by the City Manager.

1.2 Purpose. It is the general purpose of these regulations to establish uniform policies and procedures to guide and improve the quality of personnel administration. These Personnel Regulations are subject to change.

1.3 Scope. These regulations shall apply to all non-elected employees of the City except where these regulations contradict specific provisions of a negotiated contract or with state, local or federal law.

1.4 Personnel Office. The personnel office shall be supervised by the City Manager or if appointed, a Personnel Director. Central files pertaining to personnel matters including benefits, forms and records shall be maintained in the personnel office. The City Manager may delegate to a Personnel Director any personnel functions required of the City Manager except those prescribed in Chapter Eleven (Communication, Grievances and Appeal Procedure) of these regulations.

1.5 Personnel Records. For each City employee, a single personnel file shall be maintained in the Personnel Office. The file may include such documents as the employee's application, reports of employment investigations, work performance, progress and disciplinary actions, records of personnel actions, job descriptions and specifications and current and past salary status changes. Personnel files are considered confidential and open only to the City Manager, Personnel Director, the hiring supervisor, the Department Director, and the employee. Records in the personnel file are subject to disclosure to others only pursuant to federal or state law or city code or ordinance. Nothing contained in this section shall prohibit access to and use of the personnel file in any grievance, arbitration or lawsuit involving the employee and the City relating to City employment. Employees may receive copies of all materials to be placed in their personnel file when they are received by the Personnel Director or from payroll when a salary change is made. Employees are encouraged to review their entire personnel file periodically by contacting the Personnel Director. Medical information concerning employees will be maintained in a separate employee medical file.

1.5.1 Department Personnel File. A Department Director may establish and maintain a management file, for individual employees for use in providing direction and supervision to the employee. The file shall be open to the employee at all times for their review. The file may contain such things as copies of time cards, leave requests, training and certification records and memos between the employee and Supervisor/Department Director.

1.5.2 Personnel Records Retention. Personnel files will be maintained for ten years following employee termination. After ten years, terminated employees' names, social security numbers, dates of employment, rates of pay and title as well as any leave without pay time will be listed in an employee data base and the contents of the file destroyed.

1.6 Revision and Amendments. The City Manager may recommend revisions to these regulations at any time. Revisions shall become effective upon their approval by the City Council.

1.7 Variances. Except where prohibited by state, local or federal law the City Manager shall have the power to vary or modify the strict application of these regulations in any specific case when such application would result in undue hardship to the employee(s). Whenever the City Manager shall authorize such a variance, record of such variance and the reasons for it shall be made in writing and retained in an appropriate file.

CHAPTER TWO

ORGANIZATION AND DELEGATION OF AUTHORITY

2.1 Purpose. Proper organization and delegation of authority are essential to effective City government administration and management. The responsibilities and authorities described in this chapter are intended to establish a clear understanding of the role each segment of City government must play in order to create and administer a sound personnel management program.

2.2 Department, Department Director, Divisions and Units.

2.2.1 Department: A principal subdivision of the City government established by Chapter 2.32 of the City Code. These departments currently include: (1) Administration; (2) Finance; (3) Public Safety (Police and Fire); (4) Port and Harbor; (5) Public Works. Each department is headed by a Department Director or the City Manager.

2.2.2 Department Director: The chief administrative, executive officer or employee in each department of the City or the person appointed by the Department Director to act as the Director's designee or representative.

2.2.3 Division: A subdivision of a department whose chief supervisor has a direct reporting relationship to a Department Director. Divisions are found in the Police, Fire, Port, Public Works, Administration and Finance Departments. Divisions include, but are not limited to, the fish dock and harbormaster divisions of the Port and Harbor Department; operation & maintenance, and water & sewer treatment divisions of Public Works Department. Divisions may also be established by the City Manager, when, due to insufficient employees or other reasons department status is unwarranted but division status is warranted due to the responsibilities assigned. The supervisors of such administrative divisions may report directly to the City Manager. Such divisions include, but are not limited to, the Library, Planning and Zoning, City Clerk's, Personnel and Community Recreation.

2.2.4 Units: A subdivision of a department division. The supervisor of a unit may report directly to the division supervisor. Current units include, but are not limited to, patrol, dispatch services, and investigations unit of the Police Department, motor pool, parks, building maintenance, streets and maintenance unit of the Public Works Department and maintenance and administrative units of the Port and Harbor Department.

2.3 Management Responsibility and Authority

2.3.1 City Council. The City Council shall have responsibility and authority to among other things:

2.3.1.1 Approve the City's budget including requests for personnel management funds.

2.3.1.2 Approve Personnel Regulations developed by the City Manager.

2.3.1.3 Appoint the City Manager and other officers as specified in the Homer Municipal Code.

2.3.2 City Manager. The City Manager shall have responsibility and authority to among other things:

2.3.2.1 Administer the Personnel Regulations adopted by the City Council.

2.3.2.2 Develop and implement use of such forms, reports and procedures as may be necessary to carry out the City's personnel program.

2.3.2.3 Appoint Directors of Departments.

2.3.3 Department Directors. Department Directors shall have the responsibility and authority to among other things:

2.3.3.1 Enforce personnel policies and administer the merit system of their department.

2.3.3.2 Keep employees in their department informed of current personnel policies and procedures.

2.3.3.3 Participate in the grievance procedures as specified in Chapter Eleven.

2.3.3.4 Appoint and dismiss all employees under the Department Directors jurisdiction as delegated by the City Manager, subject to the provisions of these Personnel Regulations.

2.3.3.5 Inform the City Manager of any problems, complaints, or other irregularities which are felt to be a detriment to the efficient management of the City.

2.3.3.6 Inform the City Manager when any situation arises which is not

covered by the Personnel Regulations or other policies or procedures of the City.

2.3.3.7 Recognize that the City is a service organization and exists due to a public need. As such, providing service to the general public is the foremost concern for each department director.

2.3.3.8 Responsible for creating an atmosphere free of discrimination and harassment within their department.

2.3.4 Supervisory Personnel. Supervisory personnel shall have responsibility and authority to among other things:

2.3.4.1 Enforce personnel policies, rules and regulations in the units under their supervision.

2.3.4.2 Take corrective action concerning employees under their supervision and make recommendations as to hiring, firing, other disciplinary actions, transfers, promotions, and personnel evaluations subject to review and approval of Department Director.

2.3.4.3 Evaluate employee performance.

2.3.4.4 Participate in the grievance procedures as specified in these regulations.

2.3.4.5 Inform their Department Director when any situation arises which is not covered by the Personnel Regulations or other policies or procedures of the City.

2.3.4.6 Recognize that the City is a service organization and exists due to a public need. As such, providing service to the general public is the foremost concern for each supervisor.

2.4 Employee Responsibility. All employees of the City must:

2.4.1 Read and abide by the Personnel Regulations and other relevant City policies and regulations and ask supervisors to explain the regulations if questions arise.

2.4.2 Understand the function of the department to which they are assigned and how that function relates to the total mission of the City and all of its departments.

2.4.3 Discuss with the immediate supervisor any questions relating to the interpretation or application of these rules, either informally or formally through the grievance

procedure.

2.4.4 Be prompt, courteous, efficient and diligent in carrying out assigned duties and responsibilities within the bounds of established rules, regulations, procedures and ordinances.

2.4.5 Be familiar with their job description and perform the job to the best of their ability.

2.4.6 Recognize that the City is a service organization and exists due to a public need. As such, providing service to the general public is the foremost concern for each employee.

2.4.7 Carry out, to the best of their ability, policies adopted by the Homer City Council in a competent and fair manner, irrespective of personal feelings or disagreements.

2.4.8 Inform their supervisors of any problems, complaints, or other irregularities which they feel are a detriment to the efficient management of their department.

2.4.9 Be good citizens, do their job ethically, conscientiously, fairly and honestly, be amenable to supervision, respect the rights of all individuals and cooperate with co-workers and associates.

2.4.10 Inform their supervisors when any situation arises which is not covered by the Personnel Regulations or other policies or procedures of the City.

CHAPTER THREE

RECRUITMENT, APPLICATION, SELECTION, APPOINTMENTS

3.1 Job Announcements and Publicity. The Personnel Director shall post public notice of all vacancies for full and part-time positions online and on bulletin boards within City departments and shall post the notice twice in a newspaper of general circulation in the community. The notice requirement may be waived if the same or a similar position was vacant no more than one year prior to the current vacancy. Announcements for temporary or casual positions may be publicized in whatever manner deemed appropriate by the Personnel Director. Job announcements shall state position title, description of position, list of skills, knowledge and ability required for position, application deadline, place to file application, salary range, whether the position is exempt from overtime pay and the city's status as an equal opportunity employer. The notice shall also identify any testing required for the posted position. Application deadlines will close five working days after the second advertisement date in a newspaper of general circulation in the community. In the interest of personnel management the City Manager has the right to transfer employees to departments with open positions without advertising the position.

3.2 Application for Employment. The Personnel Office will only accept applications for open positions where recruitment is ongoing to fill the position. The City of Homer does not accept unsolicited applications and/or resumes. The application form by which a person applies for a position with the City shall be provided by and filed with the Personnel Office.

3.3 Child Labor. The minimum age and permitted hours for City employment shall be in accordance with federal and state law. Persons under eighteen years old may not be employed in hazardous positions.

3.4 Selection Devices. Various selection devices may be used to obtain qualified candidates for a position, including, but not limited to work samples, performance tests, written tests, oral board reviews, background and reference inquiries, and evaluation of training and experience. Prior to offering employment supervisors are required to obtain references and complete background checks as necessary for the position. All references and background information should be attached to the employee's application and submitted to the Personnel Office.

3.5 Position Appointments. Appointments are made by the Department Director in consultation with the immediate supervisor and subject to final approval by the City Manager.

3.6 Intradepartmental Promotions. Employees may be promoted within their respective department upon recommendation of the Department Director provided the employee possesses the qualifications of the position to which they are being promoted. The external advertising requirements of Section 3.1 may be waived for any open position which is filled by an intradepartmental promotion. The promotional probationary period may be waived on full-time employees and all benefits will continue to accrue at previous rates. Generally, the employee will begin at a minimum of Step B, defined in Chapter 5 of these Regulations, of the new pay range,

but may be compensated at a higher level depending on experience and training. In no case shall an employee be paid less than the amount equivalent to one step above their previous salary step.

3.7 Intradepartmental Transfers. Employees may be transferred within their respective departments upon recommendation of the Department Director provided the employee possesses the qualifications of the position to which they are being transferred. The transfer probationary period may be waived at the discretion of the Department Director and all benefits will continue to accrue.

3.8 Interdepartmental Transfers or Promotions. Employees may be transferred or promoted to a different department within the City by applying for consideration when a position is announced. The transfer shall be considered a new appointment within the pay range assigned to the position and probationary period may be waived at the discretion of the Department Director. No loss of employee benefits based on longevity will occur.

3.9 Emergency Appointments. In an emergency that threatens life or property, the Department Director with City Manager approval may, without complying with the provisions of the Personnel Regulations concerning appointments, employ, for not more than thirty (30) calendar days, such persons as are necessary to meet the emergency.

3.10 Temporary Appointments. In cases of special projects, seasonal activities or other situations necessitating employment for six months or less, the Department Director with Personnel Director approval may make a temporary appointment. Upon Personnel Director approval temporary appointed employees returning to employment after two consecutive seasons with at least 1040 hours in the same or like position with the City may be given a step increase within the particular pay range established for the position. Temporary appointed employees shall not receive leave accrual, shift differential or other benefits. No temporary appointed employee shall remain on temporary status for a period of longer than six consecutive months without approval of the City Manager. Temporary appointed employees are at will employees.

3.11 Casual Appointments. Casual appointments are made when the need for an employee's services is on an intermittent as needed basis over a longer period of time. Employees who have been casually appointed are at will. These casual appointed employees shall not receive leave accrual, shift differential or other benefits.

3.12 Casual Jail Officer Appointments. Casual Jail Officer appointments are made when the need for an employee's services is on a regular basis, but hours are not on a regular and continuing schedule of 20, 24 or 28 hours per work week. A Casual Jail Officer can work more than 30 hours in one week to cover the standard jail schedule shifts, but will not work more than 60 hours in any two-week period.

3.13 Part-Time Appointments. Part-time appointed employees are hired to work on a regular and continuing schedule of 20, 24 or 28 hours per work week. When a part-time employee is

made a full-time employee without a break in service, credit shall be given for the service when computing duration of probation only. For purposes of calculating benefits, the part-time appointed employee's date of hire date will be the day the employee accepted a full-time position.

3.14 Employment of Relatives.

3.14.1 For purposes of this chapter, "family member" means the spouse of the employee; a life partner or person cohabitating with the employee; a child, including a stepchild and/or an adopted child of the employee; a parent, step-parent, sibling, or grandparent of the employee or a parent or sibling of the employees' spouse.

3.14.2 The City will not hire or promote a full or part-time employee into a position where the employee will report to, be supervised by, audited by, or work in the same department with a family member.

3.14.3 If two employees working in the same department or in a supervisory/subordinate capacity become family members the City may permit one of the employees to transfer to another department where neither employee supervises, reports to or audits the other employee and the employees do not report directly to the same supervisor if a position is available. This provision permits the City Manager to supervise family members who report directly to the City Manager; provided the employees are in different departments. If a transfer cannot be accomplished the City must terminate the employment of one of the employees. The City Manager shall determine which employee to terminate based upon the needs of the City.

3.14.4 Temporary employees may be employed within the same department as a family member so long as neither employee reports to, is supervised or audited by the other and the employees do not report directly to the same supervisor.

CHAPTER FOUR

POSITION CLASSIFICATION

4.1 Definition. All full and part-time positions in the City are evaluated based on the nature of the position, assigned a total points value based on the evaluation, and assigned a salary range based on the points value. This valuation system is the City's Position Classification System. The purpose of classifying positions is to provide an effective tool for personnel management such as:

- 4.1.1** Staffing levels and budgeting
- 4.1.2** Establishing fair and equitable pay
- 4.1.3** Establishing job performance standards

4.2 Position Classification System.

4.2.1 Internal Parity. In order to assure internal parity within the Position Classification System, the following procedure may be completed at a minimum of once a year for each full-time position or every 2080 hours for each part-time position:

4.2.1.1 The employee and their immediate supervisor compare the employee's job description with the actual duties performed by the employee. Differences between assigned duties and description shall be reported to the Department Director.

4.2.1.2 The Department Director evaluates reports and either changes employee assigned duties to conform to the job as described or amends the job description to reflect employee's assigned duties. All amended job descriptions shall be reviewed by the Personnel Director. If the job description has significant changes, the Personnel Director and two Department Directors will review the position and reclassify it, if necessary.

4.2.1.3 An amended job description must be reviewed and approved by the City Manager who may require such backup materials as needed to justify the change.

4.2.2 External Parity. It is the policy of the City to pay salaries and wages competitive with salaries and wages for comparable work and responsibilities in and outside municipal government. External wage parity will only be used as an overall guide for pay purposes and will not be the basis for determining individual salaries or cost of living increases on a yearly basis. The Personnel Director shall review the Position Classification System no less than every five years. A report of findings shall be submitted to the City Manager for review. The City Manager shall provide a report and recommendations to the City Council.

4.3 Job Description/Specifications. Common qualifications such as the responsibilities listed in Section 2.4 of these Regulations shall be required for each position even though such traits may not be specifically mentioned in the specifications. The listing of major job functions or activities will not be considered all inclusive. Employees may be assigned specific duties in addition to or in place of those duties listed on their job description. Each position shall have a job description/specification which includes:

- 4.3.1 An appropriate title
- 4.3.2 A general statement of functions
- 4.3.3 A listing of major job functions/activities
- 4.3.4 Required skills, knowledge, and abilities
- 4.3.5 A statement as to whether the position has supervisory authority
- 4.3.6 External visibility/contact
- 4.3.7 Working conditions
- 4.3.8 A statement as to whether the position is exempt from the payment of overtime pay
- 4.3.9 A statement as to whether the position is full-time. Full-time positions are hired to work a predetermined schedule of 40 hours or more per workweek
- 4.3.10 A statement as to whether the position is part-time. Part-time positions are hired to work a predetermined schedule of 20, 24 or 28 hours per workweek.

4.4 New Positions. Requests for new positions are directed to the City Manager during the budget process with accompanying verification of need, recommended job description and specifications. The City Manager may authorize the filling of a new position subject to budgetary appropriations by the City Council.

4.5 Position Reclassification - Upgrade. A position may be reclassified when additional duties and responsibilities have been assumed by the incumbent or additional duties and responsibilities are assigned to the position. Position reclassification requests are directed to the Personnel Director for review and refactoring. If the additional duties and responsibilities are substantially different from those currently performed, the Department Director may authorize advertising the position. Any reclassification is dependent upon sufficient department budget for approval. In no case shall an employee be paid less than the amount equivalent to one step above their previous salary step.

4.6 Position Reclassification - Downgrade. A position may be reclassified to a lower range if the responsibilities of the job are determined to be less than originally indicated, or if certain responsibilities are removed from the job. The Department Director may fill the reclassified position in a manner deemed appropriate. If an incumbent employee fills the job which has been downgraded they shall not be paid less than their present salary, but their salary will not be increased until the salary at the new level has met or exceeded their present salary. Downgrade reclassification shall not be considered a demotion.

4.7 Position Change. A position may be changed when, in the opinion of the Department Director, the responsibilities of a position change sufficiently to require a new job title, job description, or specifications. The Department Director may fill the new position in a manner deemed appropriate to the situation. If an incumbent in the old position is qualified and capable of performing the new job, the Department Director may allow the incumbent to remain in the changed position. Incumbents in the new position will not lose any benefits accrued but will be paid within the salary range of the new position.

4.8 Reassignment Pay. Pay for an employee who has been reclassified, transferred, promoted or in any other way had their position changed, shall be determined at the time of such reassignment with due consideration being given to the past service of the employee and the needs of the City.

CHAPTER FIVE

SALARY ADMINISTRATION

5.1 Schedule Revisions. Revisions and amendments to the salary schedule are recommended to the City Council by the City Manager and shall become effective by adoption of the budget by Council. The City Manager may:

5.1.1 Compare salary rates, compensation policies and personnel development of the City's positions and those of like positions of employers in the community and other municipal governments as per Section 4.2.2.

5.1.2 As budget allows, at least once a year determine the increase or decrease in the Anchorage Consumer Price Index and base a cost of living adjustment on some percentage of the officially published increase or decrease in that index, exclusive of the medical portion.

5.1.3 Examine the salary schedule, including the salary ranges and salary steps within a range to ascertain if adjustments should be made.

5.1.4 Based upon the above, submit to the City Council recommendations for amendment of the salary schedule.

5.2 Appointee Pay. New employees shall receive the salary assigned a Step A in the range assigned to the position when the new employee possesses the minimum required skills, knowledge and abilities. When in the opinion of the Department Director, the new employee possesses more than the minimum skills, knowledge and abilities required for the position, the employee may be assigned to a pay step above Step A in the range assigned to that position. The starting pay step for any new employee shall not affect the length of the employee's initial probation period.

5.3 Pay Increases. Employees may receive pay increases based on merit. Such merit increases shall be recommended and approved by the Department Director and City Manager based on a written performance evaluation. Pay increases will be made at the beginning of the pay period. An employee is not eligible for a pay increase as the result of any interim evaluation during the probationary period. Evaluations are regularly performed once a year, at the end of the initial, transfer or promotional probationary period, or when deemed appropriate by the Department Director. Usual compensation advancement will apply as follows, assuming continuous service and satisfactory performance:

5.3.1 Step A - Entry level; Employees remain at a Step A or their initial starting Step salary for their probationary period except as otherwise provided in this section.

5.3.2 Step B – Employees advance to a Step B or receive a one step increase based upon

satisfactory completion of their probationary period except as otherwise provided in this section. Employees shall remain at this level one year. Police service employees are placed on a one year probationary period and are eligible for a step increase after the satisfactory completion of the employee's six and twelve month probationary period.

5.3.3 Steps C through O - Further advancement is generally dependent upon above satisfactory performance, with an overall rating of "Good." This indicates the employee more than fulfills essential requirements of the position, for at least one year from the anniversary date in the position at each salary step. An employee may be advanced an additional salary step if the Department Director and City Manager determine the employee's performance has been vastly superior and has exceeded the requirements for the position.

5.4 Anniversary Date. An employee's Anniversary Date is one year following satisfactory completion of the initial, promotional or transfer probationary period for the position currently assigned. A police service employee's Anniversary Date is one year following the satisfactory completion of the employee's six month probationary period.

5.5 Pay Day. Generally, employees shall be paid for a fourteen day work period every other Friday on the Friday following the end of the pay period. Pay checks will be available after 8:00 a.m. in the Finance Office. If the payday falls on a holiday, pay checks will be available in the Finance Office the day preceding the holiday.

5.5.1 Emergency Pay Check. Pay check dispersal by other than the above listed procedure may be permitted for hardship or emergency reasons if approved by the Department Director and the Finance Director.

5.5.2 Final Pay Check. Upon voluntary resignation, the final pay check will be available within three working days following the effective date of resignation. Final pay checks will be available within one working day when employment is involuntarily terminated. Check availability is dependent on prompt submission of time sheets to payroll.

5.5.3 Calendar Year. For payroll and benefit accrual purposes, the calendar year begins the first day of the pay period resulting in the first January dated paycheck and ends the last day of the pay period resulting in the last December-dated paycheck. Calendar year wages for the purposes of PERS reporting is based solely on the pay period ending date in accordance with Alaska Statute 39.35.

5.6 Time sheets. Time sheets are required from all employees. If timesheets are not received in a timely manner prior to the processing of payroll, the employee will be paid at their hourly rate of pay for estimated hours worked in the pay period. Adjustments, if any, will be made on the next pay period. Accuracy on time sheets is the responsibility of each employee and their supervisor. Timesheets are reviewed by payroll and in the event of an error a notation will be made on the timesheet and the employee/and or supervisor will be notified of the change and a copy of the

corrected time sheet sent to the employee.

5.7 Workday and Workweek.

5.7.1 Workday. The standard workday commences at 12:00 a.m. and ends at 11:59.59 p.m. on the same day. The Department Director may establish a different work day for any or all employees in the department. An employee's workday schedule is defined at date of hire and may be changed at any time as a result of department need. The general workday schedules are as follows:

5.7.1.1 Standard Workday. The standard work day consists of eight or ten hours per day depending upon department needs.

5.7.1.2 Jail Officer Workday. The Jail Officers work day consists of eight or twelve hours per day depending upon department needs.

5.7.1.3 Emergency Services Workday. The Emergency Services personnel work day consists of 24 1/4 hours per day. Workday begins at 8:00 a.m. and ends at 8:15 a.m. the following day. Work days are 24 ¼ hours with 16 ¼ hours of work time and eight hours of unpaid sleep time. Sleep time is scheduled from 11:00 p.m. until 7:00 a.m. the following day. If an employee does not receive at least five continuous hours of uninterrupted sleep time within a workday all sleep time hours during the shift will be compensated.

5.7.2 Workweek. A workweek consists of seven consecutive 24 hour periods or a fixed and regularly reoccurring period of 168 hours beginning at 12:00 a.m. on Monday and ending at 11:59:59 pm. the following Sunday for all City employees, except authorized Fire and Jail personnel. Authorized Fire and Jail personnel workweek shall consist of two consecutive workweeks. The employee's workweek schedule is defined at date of hire and may be changed at any time as a result of department need. The general workweek schedules for employees are as follows:

5.7.2.1 Standard Workweek. Eight hours per day five days week, or ten hours per day four days per week, 2080 hours per year

5.7.2.2 Jail Officers. Fourteen day work period pursuant to section 207(k) of the Fair Labor Standards Act and 29 CFR Part 553. Schedule of seven days on with one eight hour day followed by six twelve hours days followed by seven days off.

5.7.2.3 Emergency Services. Fourteen day work period pursuant to section 207(k) of the Fair Labor Standards Act and 29 CFR Part 553. Schedule of 81 ¼ hours within a fourteen day work period with five days on and nine days off, 2,112 ½ hours annually.

5.8 Shift Pay. Additional pay is provided to employees that are assigned to work in a swing or graveyard shift. An employee must work at least half of their scheduled work day in a swing or graveyard shift to be entitled to shift pay. Any continuous shift with at least half of the hours in a higher shift rate shall have the entire shift paid at the appropriate higher shift rate. Shift differential shall be calculated as part of an employee's hourly rate of pay for overtime compensation purposes. All shifts should be scheduled so that each employee works 80 hours within each pay period. Shift differential shall not be paid for any non "working" hours. Fire Department Emergency Services personnel on a fourteen day work schedule will not receive shift differential.

5.8.1 Swing Shift. Employees assigned to work between the hours of 4:00 p.m. and midnight will receive two percent additional pay to their hourly rate of pay for hours worked during a swing shift.

5.8.2 Graveyard Shift. Employees assigned to work between the hours of midnight and 8:00 a.m. will receive four percent additional pay to their hourly rate of pay for hours worked during a graveyard shift.

5.9 Overtime Policies. Overtime is paid for hours an employee works over a scheduled workday or a 40 hour workweek with the exception of Jail Officers and Emergency Services personnel. Work hours are hours an employee actually works and also include compensatory hours. Hours that are not worked such as holiday pay or any type of leave hours are not counted as hours worked for overtime calculation purposes. If an employee is scheduled to work on a recognized holiday only the actual hours worked will be counted for the purposes of overtime calculation. The eight hours holiday pay received while working on the holiday will not be included in the overtime calculation. Overtime is approved through the budget process and reported through monthly reports to the City Manager from the Finance Department. Department Directors must inform the City Manager in advance of any projects requiring large amounts of overtime.

5.9.1 Jail Officers. Receive overtime for hours in excess of their scheduled work day or 80 hours in a fourteen day work period.

5.9.2 Emergency Services. Receive overtime for work in excess of 106 hours in a fourteen day work period. Employees may substitute for one another where the substitution is voluntary by both employees and approved by the supervisor. The hours worked by the substituting employee shall be excluded from any overtime calculation in accordance with 29 U.S.C. 207 (p) (3). The supervisor may suggest that an employee substitute for another, but the employee is free to refuse.

5.9.3 Exempt Employees. Exempt employees are not eligible to receive overtime pay unless overtime hours worked are to fill in for an absent non-exempt subordinate and approved in advance by the Department Director or City Manager. Employees should

check their job description to determine whether their positions are considered exempt from overtime payment.

5.10 Overtime Pay. Overtime will be paid at 1 ½ times the nonexempt employee's hourly rate of pay. Overtime shall be kept at the minimum amount needed to maintain essential City services.

5.10.1 Regular Overtime. Overtime that occurs between the hours of 8:00 a.m. to 5:00 p.m. any day of the week or is a continuous part of the work day up to two hours. If more than two hours is worked after the end of the work day all overtime worked should be paid at the swing shift (OT2) overtime rate in Subsection 5.10.2 of these Regulations.

5.10.2 Swing Shift Overtime (OT2). Overtime worked during a swing shift 4:00 p.m. to midnight.

5.10.3 Graveyard Shift Overtime (OT3). Overtime worked during a graveyard shift midnight to 8:00 a.m.

5.10.4 Holiday Double Overtime. All unscheduled work performed on a holiday will be compensated at double the hourly rate of pay, including the appropriate shift pay. Unscheduled work is defined as any work that is not scheduled in advance. Employees should note on their timesheet if work is unscheduled. On-call personnel called in for unscheduled work on a holiday will be compensated at double the hourly rate of pay, including the appropriate shift pay.

5.11 Compensatory Time. Compensatory time may be given in lieu of overtime pay for non-exempt employees if an agreement or understanding has been arrived at with the employee prior to the performance of work. Each one hour of overtime is converted to 1½ hours of compensatory time and when used is paid at the employees hourly rate of pay excluding shift differential. Employees can accrue up to a maximum of 40 hours at any one time but cannot accrue more than 80 hours total per calendar year. An employee who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked.

An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested as long as doing so will not unduly disrupt the employee's department. Requests for compensatory time off of more than one day require written advance approval from the employee's supervisor. Department Directors shall approve or deny requests within two working days. An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation not less than the average rate received by the employee during the last three years of employee's employment, or the final rate received by the employee, whichever is higher.

5.11.1 Emergency Services Personnel. Compensatory time may also be given in lieu of the hourly rate of pay for Emergency Services Personnel at the rate of one hour for each hour worked on the 207(k) schedule for hours worked up to 106 within a fourteen day work period. Hours worked over 106 in a fourteen day work period will be at the rate of 1½ for each hour worked if an agreement or understanding has been arrived at with the employee prior to performance of work.

5.12 Work Call Back. Employees that have used leave or have not worked due to a holiday during their scheduled workday or workweek that are called in for unscheduled work will be paid overtime for the call back hours regardless of the amount of hours they have worked during the workday or workweek. Employees should note call back (CB) on their timesheet to be paid overtime. This regulation does not apply to employees that are scheduled to be On-Call as defined in section 5.14 of these Regulations or Fire Department Emergency Services personnel.

5.13 Two Hour Minimum Call Out. Employees called back for unscheduled work shall be paid a minimum of two hours overtime pay. This does not apply to overtime hours worked immediately prior to, or after, normal working hours or for employees scheduled to attend evening or weekend meetings.

5.14 On-Call Pay. All full-time employees that are required to be on call shall be compensated at the rate of \$3.00 per hour for all on-call hours outside of work hours. On-call compensation received shall be calculated as part of the employee's hourly rate of pay for overtime compensation purposes. On-call employees that are called back for unscheduled work after completing their work day shall be paid a minimum of two hours pay at their hourly overtime rate. On-call employees scheduled to work weekend hours outside their normal work week will be paid overtime regardless of the number of hours worked during the workweek. On-call employees should not be on leave or take leave during scheduled on-call periods and should not consume alcohol or drugs while on-call. The on-call duty definition does not pertain to Fire Department personnel when they are not required to be accessible for work assignment.

5.15 Temporary Assignment Pay. Employees temporarily assigned to a position with a higher pay range and where the employee will be assuming all of the job duties for that position, for a period of five consecutive days or more, shall be paid at the first step of the higher pay range or they shall be granted a two step pay increase, whichever is higher for the full period worked in the temporary assignment. It is the responsibility of the Department Director to notify the Personnel Director of the assignment dates. An employee who is assigned to a position with a lower pay range for any period shall not receive a reduction in pay unless the assignment is due to a demotion or in lieu of lay off. Non-exempt employees temporarily assigned to an exempt position shall be eligible for overtime compensation for overtime hours associated with their non-exempt duties.

5.16 Training and Travel Time. The Department Director may, as opportunities and budget allow, approve training programs for employees. Programs may include lecture courses, demonstrations, seminars, workshops and courses sponsored in the employee's field by outside

organizations, and whatever is conducive to improved effectiveness and broader knowledge on the part of the employees of the City.

While attending training, work schedules shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday. Exceptions may be made due to different types of training. Department Director's and supervisors should adjust employee work schedules to accommodate training and to reduce the amount of overtime, if any, required for travel and training. Training and travel hours should be noted on the timesheet. Public Safety and other employees attending extended training or the police academy may have their hourly rate adjusted to accommodate longer training hours but in no case shall wages be less than the employee's weekly wage. Employees traveling out of town for training courses shall be paid at least eight hours per day for training time unless they will be traveling on a training day. If traveling on training day actual training hours and travel time should be designated on the timesheet.

5.16.1 Same Day Training. Full and part-time employees required to attend training programs during normal working hours shall be paid their hourly rate of pay for all hours of actual training plus travel expenses based on the City of Homer Procurement Policy and Procedures Manual. Shift differential will not be paid for training wages or travel time. An employee sent out of town for one day is not paid for time spent traveling from employee's residence (home, hotel, etc) to the airport or vice versa. The employee must be paid for all other travel time (except meal breaks ½ hour or longer). Travel and training over eight hours will be paid at the overtime rate. Travel time will be paid according to the following;

1. Compensable time:
 - a. Time spent traveling, as a driver or passenger.
 - b. Flight delay
 - c. If an employee is unable to return on the same day due to circumstances beyond their control (i.e. weather, mechanical problems, etc.) the overnight section is applied.

5.16.2 Multiple Day/Overnight Training. Full and part-time employees required to attend training more than one day or to stay overnight for training shall be paid their hourly rate of pay for all hours of actual training plus travel expenses based on the City of Homer Procurement Policy and Procedures Manual. Shift differential will not be paid for training wages or travel time. When an employee travels overnight on business they must be paid for time spent traveling (except meal breaks ½ hour or longer) during their normal working hours on their non-work days as well as work days. An employee traveling overnight is not paid for time spent traveling from the employee's residence (home, hotel, etc) to the airport or vice versa. Travel time will be paid according to the following:

1. Compensable time:
 - a. Time spent traveling as a passenger, during work hours on any day.
 - b. Time spent picking up or arranging for the shipment or transportation of city equipment.

- c. Time spent traveling as a driver.
- d. Flight delay which requires remaining at the airport.
- e. Time spent traveling overnight **before or after** working hours will be compensable at employee's hourly rate of pay regardless of how many hours are traveled in a day. (Overnight travel time outside an employees work schedule is not considered work time according to the Fair Labor Standards Act but City policy will pay travel time outside of normal working hours at employee's hourly rate of pay.) Travel time hours must be documented and will not be counted as hours worked towards overtime calculations.

5.16.3 Upon approval of the Department Director, full and part-time employees attending off-duty job-related or technical school courses may be reimbursed for the cost of the course. The city will reimburse the cost of the classes 50% up to \$1,500 maximum annually. Reimbursement will be contingent upon completion and passing of the course, and availability of budget funds. Reimbursements over \$1,500 annually may be considered for special circumstances subject to City Manager approval. Off-duty non-job related courses will not be reimbursed.

CHAPTER SIX

EMPLOYEE BENEFITS

6.1 Recognized Holidays. All full-time employees will receive eight hours of holiday pay for each recognized holiday whether worked or not. The holiday pay will be based on the employee's hourly rate of pay, excluding shift differential. Full-time employees that work on a recognized holiday will be paid overtime for all hours worked in addition to receiving eight hours of holiday pay. Employees whose workday is more than eight hours, still only receive eight hours of holiday pay. The eight hours holiday pay is not considered work time and will not be counted as hours worked for the purposes of overtime calculation. Holidays occurring during an employee's scheduled vacation are treated as holidays and are not counted as annual leave hours/days. Paid holidays are not available to employees on workers' compensation leave.

If the holiday falls on a Sunday, the following Monday shall be the recognized holiday. If the holiday falls on a Saturday, the preceding Friday shall be the recognized holiday. Employees whose work day is more than eight hours and who do not work the recognized holiday can be paid less than their scheduled work day or use leave or compensatory time to accumulate the additional hours to meet their work day. Recognized paid holidays are designated below:

1. New Year's Day, January 1;
2. Washington's Birthday, 3rd Monday in February;
3. Seward's Day, last Monday in March;
4. Memorial Day, last Monday in May;
5. Independence Day, July 4;
6. Labor Day, 1st Monday in September;
7. Alaska Day, October 18;
8. Veterans' Day, November 11;
9. Thanksgiving, 4th Thursday in November;
10. Friday after Thanksgiving; and
11. Christmas, December 25.

Police and Fire Department Employees. Holidays shall be observed on the actual day the holiday falls. This shall apply to ESS personnel at the Fire Department (excludes the Department Services Coordinator). Exempt employees at Police and Fire Departments are excluded from this provision and are still subject to the City's Recognized Holidays.

6.1.1 Part-Time Employees. After completing five full years of service part-time employees will receive holiday pay pro-rated on their scheduled workweek. Part-time employees that work on a recognized holiday will be paid overtime for all hours worked in addition to receiving prorated holiday pay. Holiday pay is not considered work time and will not be counted as hours worked for the purposes of overtime calculation.

Part-time employees who normally work more hours per day than they receive in holiday pay can be paid less than their scheduled workweek hours or use leave or compensatory time if available to accumulate their scheduled workweek hours.

6.1.1.1 Employees working 20 hours per week, four holiday hours

6.1.1.2 Employees working 24 hours per week, five holiday hours

6.1.1.3 Employees working 28 hours per week, six holiday hours

6.2 Leave With Pay. All full-time employees shall be entitled to leave based upon years of continuous service. After five years of service part-time employees are entitled to pro-rated leave based on their scheduled workweek hours. Advance approval by the Department Director must be obtained in writing before taking leave. Department Directors shall approve or deny leave requests within two working days when less than one week is requested, and within five working days when more than one week is requested. All accrued leave must be used prior to requesting leave without pay. Department Directors may limit the number of department employees taking leave at any one time. Employees that exhaust their leave bank will be allowed an advance of one pay period of their current leave accrual rate. Leave with pay may be used for any purpose the employee desires and is also used for an employee absence from work due to medical reasons after sick leave has been exhausted. Employees are required to use their leave time if they do not work their scheduled hours except during a holiday week (refer to section 6.1). Full-Time employees accrue leave beginning on the date of hire and may begin to use accrued leave at the completion of two full pay periods. If personal circumstances require an employee be absent during the initial two pay periods, leave without pay shall be taken. Employees who do not work a full pay period accrue leave in proportion to the number of hours worked during the partial pay period, excluding any overtime or extra holiday pay.

Full-Time employees will accrue leave at the following rates:

1 st Year	5.54 hrs per payperiod	144.04 hours annually	18 days annually
2 nd Year	6.46 hrs per payperiod	167.96 hours annually	21 days annually
3 rd to 5 th Year	7.38 hrs per payperiod	191.88 hours annually	24 days annually
6 th to 9 th Year	8.31 hrs per payperiod	216.06 hours annually	27 days annually
10 th to 14 th Year	9.23 hrs per payperiod	239.98 hours annually	30 days annually
15 th Year and Over	10.77 hrs per payperiod	280.02 hours annually	35 days annually

After completing five years of service part-time employees will accrue leave at the following rates:

	20 hours per week	24 hours per week	28 hours per week
5 th to 9 th Year	2.77 hrs per payperiod	3.32 hrs per payperiod	3.87 hrs per payperiod
10 th to 14 th Year	3.69 hrs per payperiod	4.42 hrs per payperiod	5.16 hrs per payperiod
15 th Year and Over	4.61 hrs per payperiod	5.53 hrs per payperiod	6.46 hrs per payperiod

6.3 Leave Donation. Leave hours may be donated to another employee for medical or financial reasons. When leave is donated it shall be computed at the current rate of pay of the donating employee and converted into equivalent hours for the receiving employee.

6.4 Leave Cap. Leave with pay may be accrued and carried over from year to year up to a maximum of 720 hours. All hours of leave in excess of 720 hours accrued as of the last pay period of any calendar year, unless committed for use before the following January 31, shall be paid in cash to the employee annually in January.

6.5 Annual Mandatory Leave Requirement. At least 80 hours of Annual Leave must be taken per calendar year, following completion of one year of full-time continuous service. This regulation does not apply to part-time employees. Annual Leave of three or more consecutive workweeks requires City Manager approval. No more than 35 days of leave, excluding compensatory and sick leave, may be taken annually without prior approval of the City Manager.

6.6 Annual Leave Cash Out. Full and part-time employees may in a calendar year convert up to 80 hours accrued leave or compensatory time to cash. The employee should submit a leave cash out form through the Department Director to the Personnel Director and Finance Director. In addition to this provision if budget allows employees may request additional leave cash out for emergency situations by sending a written request to the City Manager through the Department Director and Personnel Director. Emergency is defined for purposes of this subsection to mean a critical situation over which the employee has no control.

6.7 Final Leave Cash Out. Upon retirement or termination of employment with the City, employees will be paid for all accrued but unused leave and compensatory time. In case of death, compensation for accrued leave shall be paid to the estate of the deceased employee.

6.8 Sick Leave. Employees will receive 40 hours leave in a calendar year to be placed in a Sick Leave bank during the first pay period in January. Sick Leave hours not used by year end can be accrued and carried over, however, Sick Leave banks cannot exceed 80 hours. If a Sick Leave Bank has over 40 hours at the end of the year, less than 40 hours will be added during the first pay period in January so there is not an excess of 80 hours accrued. Sick Leave cannot be cashed out during employment or upon termination or donated to other employees. After sick leave is exhausted employees are required to use their annual leave. Advance approval by the Department Director must be obtained in writing before taking sick leave for scheduled appointments or medical procedures of 1 day or more. Sick leave will be prorated monthly for employees starting work after January 1st. Sick leave may be used for any absence due to personal injury, illness or temporary disability, personal medical and dental appointments, or the illness or injury of a spouse or minor son or daughter or the need to accompany a spouse or minor son or daughter to a medical appointment. Sick leave cannot be used for any absences where the employee is entitled to receive compensation benefits under the Alaska Workers Compensation Act.

6.8.1 Part-Time. After completing five years of service part-time employees will receive

sick leave pro-rated according to their scheduled work week.

6.8.1.1 Employees working 20 hours per week, 20 hours annually

6.8.1.2 Employees working 24 hours per week, 24 hours annually

6.8.1.3 Employees working 28 hours per week, 28 hours annually

6.8.2 Medical Certification. Medical absences of three or more consecutive days may require certification by a physician, surgeon, psychiatrist, dentist or other licensed professional person submitted to the employee's supervisor prior to returning to work.

6.9 Birthday Leave. All full-time employees will receive their birthday off as paid leave. The employee will be paid at their hourly rate of pay, excluding shift differential. If the employee's birthday falls on a weekend or, during a scheduled day off the supervisor and/or Department Director will determine the next available leave day. Birthday leave must be taken on the employee's birthday or the next available work day within the work period.

6.9.1 Part-Time. After completing five years of service part-time employees will receive birthday leave pro-rated according to their weekly schedule.

6.9.1.1 Employees working 20 hours per week, four hours

6.9.2.2 Employees working 24 hours per week, five hours

6.9.3.3 Employees working 28 hours per week, six hours

6.10 Christmas and New Years Eve Leave. Full-time employees will receive four hours leave for Christmas Eve and four hours leave for New Years Eve to be placed in their leave bank in December.

6.10.1 Part-Time. After completing five years of service part-time employees will receive Christmas and New Years Eve leave pro-rated according to their weekly schedule.

6.10.1.1 Employees working 20 hours per week, four hours annually

6.10.2.2 Employees working 24 hours per week, five hours annually

6.10.3.3 Employees working 28 hours per week, six hours annually

6.11 Bereavement Leave. Full-Time employees will receive 40 hours annually for bereavement leave for the death of a family member. (Family member defined in section 3.14.1). Bereavement leave will be paid at employee's hourly rate of pay excluding shift differential.

6.11.1 Part-Time. After completing five years of service part-time employees will receive bereavement leave pro-rated according to their weekly schedule.

- 6.11.1.1 Employees working 20 hours per week, 20 hours annually
- 6.11.2.2 Employees working 24 hours per week, 24 hours annually
- 6.11.3.3 Employees working 28 hours per week, 28 hours annually

6.12 Witness Leave. Paid leave shall be granted for an employee's appearance in court or an administrative proceeding if the employee's appearance is legally required and relates to City functions or where the employee's appearance is required by the City. Appearances in court and administrative proceedings that are unrelated to City employment shall be charged to the employee's annual leave.

6.13 Jury Duty Leave. If an employee is summoned and serving as a juror during their scheduled work hours they will be paid their hourly rate of pay excluding shift differential. The employee will be entitled to keep any jury pay received for the first ten working days while serving. Any jury pay received after the ten day period shall be paid to the City, less expenses to the employee.

6.14 Voting Leave. An employee who is a qualified voter and does not have sufficient time outside working hours to vote at a state or local election may, without loss of pay, take off as much working time as will enable voting. If any employee has two consecutive hours in which to vote, either between the opening of the polls and the beginning of the employees' working shift, or between the end of the working shift and the closing of the polls, the employee shall be considered to have sufficient time outside working hours to vote.

6.15 20 and 30 Year Anniversary Leave. Full-Time employees will receive a day off on their 20 and 30 year anniversaries with the city in recognition of their service. Anniversary leave will be paid at employee's hourly rate of pay, excluding shift differential, and should be taken on the day of anniversary or within the same pay period.

6.16 Short-Term Military Leave with Pay. A full-time employee, who is a member of the National Guard or a reserve component of the armed forces of the United States, is entitled to a leave of absence with pay from their duties for a period not exceeding fifteen calendar days in any calendar year. Military leave with pay may be granted only when an employee receives bona fide orders to active or training duty for a temporary period and shall not be paid if the employee does not return to their position immediately following the expiration of the period for which they were ordered to duty. Employees on military leave will adjust their work schedule to five eight hour days, 40 hours per week at their hourly rate of pay, excluding shift differential.

6.17 Extended Military Leave Without Pay. An employee who enters the state or United States armed services for an extended tour of duty is eligible for an extended military leave of absence, which may continue up to five years. Upon honorable discharge from service, the employee shall be returned to a position in the same range as their last position at the salary step prevailing for

the position without loss of seniority or employment rights. If it is established that they are not physically qualified to perform the duties of their former position by reason of such service, the employee shall be reinstated in other work that they are able to perform at the nearest appropriate level of the pay of their former position. The employee shall make application for reinstatement within 90 days of discharge and shall report for work within six months following separation from active duty. Failure to comply will terminate the extended military leave. When an employee voluntarily reenlists or extends their period of military service, this military leave shall be deemed canceled. This rule shall apply so long as it does not violate 38 U.S.C. SS 2021-2026 pertaining to reinstatement of City employees returning from active duty. Employees on extended military leave without pay are not required to exhaust their leave banks prior to going on leave without pay.

6.18 Military Family Leave (MFL). Military Family Leave will be granted according to federal and/or state requirements. Employees should contact the Personnel Director for assistance as soon as the need for MFL is known. When a request has been made the Personnel Director will provide the employee with a written confirmation of whether the request is approved or denied and any necessary requirements.

6.19 Family and Medical Leave of Absence (FMLA). An employee may receive leave to attend to specified family and medical needs under the federal Family Medical Leave Act and State of Alaska family medical leave laws (the state and federal laws are collectively referred to as “FMLA” in these Regulations).

6.19.1 Eligibility for FMLA. An employee is eligible for FMLA leave if the employee has been employed for at least one year immediately preceding the leave and worked at least 1,250 hours during that year, or if the employee worked 35 hours a week for at least six consecutive months or for at least 17 ½ hour per week for at least twelve consecutive months.

6.19.2 Duration of FMLA. The City shall permit an employee to take FMLA leave for a total of twelve work weeks within a twelve month period or eighteen workweeks within a 24 month period, whichever is greater. Where medically necessary, an employee may take leave on an intermittent or reduced schedule basis. In such cases, the City may transfer the employee for the duration of such leave to an available alternative position which better accommodates the employee’s need for recurring periods of leave. Employees must contact the Personnel Director for assistance as soon as the need for FMLA leave is known. The Personnel Director shall provide an employee with written confirmation as to whether the request for leave is approved and any necessary requirements of such leave.

6.19.3 Reasons for Taking FMLA. FMLA leave is available to an eligible employee for the following reasons;

6.19.3.1 Birth or Placement of a Child. For pregnancy and the birth of a child of the employee or the placement of a child, other than employee’s stepchild, with the

employee for adoption or foster care. The right to take FMLA for pregnancy and childbirth, adoption or foster placement of a child expires one year after the birth or placement of the child. If a parent or child of two employees employed by the City has a serious health condition the maximum leave for both parents would be 18 work weeks. The City is not required to grant FMLA to both employees simultaneously.

6.19.3.2 Illness of a Family Member. In order to care for the employee's child, spouse, or parent who has a serious health condition; in this subsection, "child" includes the employee's biological, adopted or foster child, stepchild, or legal ward.

6.19.3.3 Illness of an Employee. Because of the employee's own serious health condition.

6.19.4 Use of Other Leave. The employee must exhaust all accrued leave and compensatory time before FMLA leave without pay is allowed. The accrued paid leave and compensatory time the employee is required to take will be counted toward the employee's FMLA entitlements. If an employee is entitled to FMLA leave that extends beyond the time the employee has exhausted their accrued paid leave, the employee will continue on unpaid FMLA leave for the remainder of the approved FMLA leave. Paid leave shall not accrue during the period of unpaid FMLA leave. Where appropriate, the City shall coordinate an employee's workers' compensation leave with FMLA leave so that the two run concurrently. FMLA leave shall run concurrently with any other qualifying leave.

6.19.5 Job Restoration. Upon returning from FMLA leave, an employee shall be restored to the employee's original job or an equivalent job with equivalent pay, benefits and other employment terms and conditions. After an employee returns from FMLA leave the employee's use of FMLA leave will not result in the loss of any employment benefits to which the employee would have been entitled if the employee had not taken leave. An employee on FMLA leave must notify the City at least two weeks before the end of the leave of the employee's availability and capacity to return to work. Before returning to work from FMLA leave taken due to an employee's own serious health condition, the employee must provide the City with a fitness for duty certification from the employee's health care provider stating that the employee is able to perform the essential functions of the employee's position. An employee's failure to return from leave or failure to contact the City on the scheduled date of return will be considered a voluntary resignation.

6.19.6 American with Disabilities Act (ADA). The City will comply with all federal and/or state ADA requirements. Employees should contact the Personnel Director for information and/or assistance.

6.19.7 Benefits. During the approved FMLA leave the City will pay its portion of the employee's group insurance premiums. If an employee does not return from FMLA leave they may be required to reimburse the City the cost of group insurance premiums.

6.19.8 FMLA or MFL Extension. FMLA or MFL may be extended, upon written request, when accompanied by an explanation from the employee's healthcare provider of the need for an extension period. Even with an extension, however, a FMLA leave or MFL cannot exceed a total of six months. The City does not pay its share of any employee group insurance premiums during any extension of the FMLA leave or MFL. The employee is responsible for converting any group insurance coverage to individual coverage and prepaying each month of the premium during any extension period. Employees must arrange for a continuation of such coverage with the City prior to the commencement of the FMLA leave or MFL extension period.

6.20 Personal Leave of Absence without Pay. Under certain conditions the City Manager may grant an employee a personal leave of absence without pay for a specified period of time, not to exceed three months, except as provided in Section 6.21. A leave of absence must be requested in writing and submitted to the employee's immediate supervisor as soon as the need for leave is known. The City will exercise its discretion in deciding whether to grant any leave requested. The employee requesting personal leave must have a satisfactory work record, approval of their supervisor and a valid reason for requesting the leave. Circumstances determine the length of leave permitted. Group insurance coverage terminates at the end of the month in which the personal leave of absence begins. All accrued leave and compensatory time must be used prior to taking leave without pay. Accrual of leave benefits terminates when the personal leave of absence without pay begins. The employee who desires to convert their group coverage to individual coverage during the period of a personal leave of absence must make arrangements for prepaying their individual premium each month. Such arrangement should be taken care of before commencement of the personal leave of absence, but in no case later than 30 days after the end of the month in which the leave commenced. Employees returning from personal leave of absence are entitled to reemployment in their position. Employees on leave may return early if they notify their supervisor at least five working days in advance. Failure to return from leave on or before the agreed upon date, however, will be considered a voluntary resignation

6.21 Sabbatical. Under certain conditions the City Manager may grant an employee a sabbatical leave of absence without pay for any period up to one year. A sabbatical leave is expressly intended to extend or enhance the education/training of the employee for the benefit of the City. The employee requesting a sabbatical must have been employed by the City for at least five continuous years and have a satisfactory work record. The City Manager shall have the discretion whether to grant sabbatical requests on a case-by-case basis. Provisions of the sabbatical shall be outlined in a written Sabbatical Leave Agreement which shall include, but not necessarily be limited to health insurance, duration of sabbatical, purpose, and reinstatement to position. All accrued leave and compensatory time must be used prior to taking leave without pay.

6.22 Change of Anniversary Date Because of Unpaid Leave of Absence. If an employee takes a

leave of absence without pay or sabbatical for more than 30 days during a calendar year, the employee's Anniversary Date shall be advanced by the number of days the leave without pay or sabbatical exceeds 30. For purposes of the Public Employees' Retirement System (PERS), a leave of absence without pay exceeding ten accumulated working days in any calendar year or layoff status authorized by the employer is considered an interruption of employment and no credited service will be granted by PERS for those periods of time unless the interruption was the result of work related injury or military leave.

6.23 Retirement, Deferred Compensation, Life Insurance, and Medical Benefits. The City offers retirement, deferred compensation, group life insurance, and group medical insurance plans for full-time employees which are administered by the Personnel Director and approved by the City Council. Part-time employees are eligible to participate in the deferred compensation plans and medical insurance plan upon employment. Medical benefits for the employee only are available for all part-time 20, 24 and 28 hour employees based on a prorated cost. The Personnel Director will provide all eligible employees information concerning the programs. Participation in benefits is determined by the provisions of each specific benefit plan and regulations pertaining to the same. The City reserves its right to change or discontinue these benefits at any time.

6.24 Occupational Death Benefit. In the case of the occupational death of an employee, it is the policy of the City to reimburse the cost of the health insurance premiums for the employee's spouse and/or dependent(s) ("Qualified Beneficiaries") to continue coverage under the City's group health plan pursuant to "Public Sector" COBRA; provided that continuation coverage is timely elected by such Qualified Beneficiaries. Such health coverage continuation reimbursements shall continue from the date of the Qualified Beneficiaries' loss of coverage, until the date the Qualified Beneficiaries are no longer eligible for COBRA continuation coverage, to a maximum of 24 months. An employee's spouse and/or dependent(s) are only eligible for this benefit if they are enrolled in the City's group healthcare plan at the time of the employee's death, and timely elect COBRA coverage. The employee's spouse and/or dependent(s) shall be solely responsible for any tax obligations of any kind arising from the City's reimbursement of COBRA insurance premiums on their behalf.

For a death to be considered occupational:

1. It must occur before the employee's retirement and before the employee's normal retirement date,
2. The proximate cause of death is a bodily injury sustained or a hazard undergone while in the performance and within the scope of the employee's duties, and
3. The injury or hazard is not the proximate result of willful negligence of the employee.

CHAPTER SEVEN

PERFORMANCE EVALUATIONS

7.1 Purpose. The purposes of the performance evaluation are as follows;

7.1.1 To improve the overall performance quality of the department in the delivery of public services;

7.1.2 To improve the skills, knowledge and ability of the individual employee;

7.1.3 To identify and resolve problems within the department; and

7.1.4 To provide a record of pertinent information on which to make employment related decisions relevant to individual employees.

7.2 Periods of Evaluation. All full and part-time employees shall have their performance evaluated at the following times:

7.2.1 Probationary Period. The probationary period is the first six months of continual employment for all full-time employees except division of police services employees which shall be the first twelve months of continual employment. The probationary period for part-time employees shall be the first 1040 hours worked (the equivalent of six months) or 2080 hours worked for part-time division of police services employees. Casual and temporary employees are employed at will and do not receive a probationary period. In the Department Director's discretion, periods of casual or temporary employment in the same position as the position into which an employee is hired on a probationary basis may be considered part of an employee's probationary period. The initial probationary period may be extended as provided in Section 7.2.1.1.

7.2.1.1 Extension. If an employee's performance is less than satisfactory after the completion of at least two written evaluations the Department Director may upon consultation with the Personnel Director extend the probationary period up to an additional six months. The evaluation form should state the reason for the extension, further training required or goals to be met. Merit increases will not be approved until the successful completion of a probationary extension period.

7.2.1.2 End of Probationary Period. Each employee shall be evaluated within ten days prior to completion of their probationary period or any extension thereof under Section 7.2.1.1 of these regulations. The employee must have an overall evaluation of at least "satisfactory" at the end of the probationary period in order to be removed from probation or to continue in their position.

7.2.1.3 Probationary Dismissal. Probationary employees may be dismissed for any reason prior to completion of the probationary period, or any extension thereof on a recommendation of the supervisor or Department Director with concurrence of the Personnel Director. The reason for dismissal must be stated in writing and given to the employee. The dismissal of a probationary employee is final and not subject to the grievance or appeal procedure.

7.2.2 Annual. Each employee shall receive an annual or 2080 hour performance evaluation within one month of their Anniversary Date.

7.2.3 Special. A special performance evaluation may be completed whenever there is a significant change upward or downward in the employee's performance or:

7.2.3.1 When a supervisor leaves for another position they shall complete a performance evaluation on each employee under their supervision who has not been evaluated within the six months prior to the date the supervisor is to leave their position.

7.3 Evaluation Form. The evaluation shall be completed on a performance evaluation form supplied by the Personnel Office.

7.4 Review of the Performance Evaluation. The supervisor or Department Director completing the evaluation shall review the completed evaluation with the employee prior to its submittal to the Personnel Director and the City Manager.

7.5 Unsatisfactory Evaluation. An unsatisfactory evaluation may result in a disciplinary work plan, salary reduction, suspension without pay, a demotion, dismissal or other disciplinary measures depending upon the extent of the unsatisfactory performance and the number of unsatisfactory evaluations the employee has previously received. An employee with an unsatisfactory evaluation or on a disciplinary work plan is not entitled to a merit increase.

7.6 Appeal Procedure. If an employee believes an evaluation to be unfair or unrepresentative, the City will permit the employee to file a written reply to be attached to the evaluation form within five days of receiving the evaluation. Within five days of the employees reply the City will permit the supervisor to attach a rebuttal to the employees reply. No additional replies from the employee or supervisor will be attached. If an evaluation results in a salary reduction which the employee deems to be unfair, the employee may grieve such action as provided in Chapter 11 of these Regulations. The contents of the performance evaluation, however, are not subject to the grievance procedure. If an evaluation results in a contemplated demotion, dismissal or suspension without pay, prior notice shall be given and the employee shall have the right to a pre-deprivation meeting according to the procedures set forth in Chapter 10 of these Regulations.

CHAPTER EIGHT

GENERAL CONDUCT

8.1 Attendance. Employees are expected to work all assigned days. If an employee, for some unavoidable reason, cannot report for work, the employee is expected to notify his or her supervisor or Department Director as soon as possible. Absence from work without permission or without notice is considered a violation of these Regulations and could result in disciplinary action.

8.2 Breaks. Each employee is entitled to one, fifteen minute break for each four hour period worked. Breaks shall be taken at the job site or other approved site, but travel time to locations other than the job site shall be included in the break time.

8.3 Appearance. All employees shall be well groomed, neat and dress appropriately for their job duties. Each department may impose reasonable specific standards of dress and appearance.

8.4 Uniforms and Uniform Maintenance. Protective coverings and uniforms must be maintained by the employee. Those employees required to wear uniforms may be given a uniform allowance for maintenance and cleaning. In all cases, clothing and/or gear issued by the City remains the property of the City and must be returned upon termination. Lost articles must be replaced by the employee.

8.5 Outside Employment. The City Manager must approve any and all outside employment, including self employment, by any City employee. In order to be approved, the outside employment must conform to the following minimum conditions. Additional conditions may be imposed at the discretion of the City Manager.

8.5.1 Outside employment must not interfere with the employees City work performance.

8.5.2 Outside employment must not be conducted during employees scheduled City work hours.

8.5.3 Outside employment must not reflect poorly on the City.

8.5.4 City employment cannot be used to gain an unfair advantage for employees outside employment.

8.5.5 City time, equipment and supplies cannot be used to benefit outside employment.

8.5.6 Outside employment must always be secondary to City employment.

8.5.7 Outside employment must not create a conflict of interest or the appearance of a conflict of interest with the City.

8.5.8 Employee cannot use data or information obtained from City employment for the benefit of outside employment unless the information is available to the general public.

8.6 Residency Requirements. Employees shall be allowed to live outside the City if the employee lives in an area in which commuting to the City by normal means of transportation will enable the performance of job duties and, if the employee is likely to be called in for emergency situations involving job functions that employee lives within an area serviced by the local telephone company.

8.7 Ethics and Conflict of Interest. Employees should make every effort to assist the public and the City by providing their best effort in carrying out their responsibilities. It is the responsibility of every city employee to honestly, faithfully and impartially discharge their assigned duties. It shall be the responsibility of each City employee to remain free from indebtedness or favors which would tend to create a conflict of interest between personal and official interest or might reasonably be interpreted as affecting the impartiality of the individual employee. If an employee is tendered or offered a gift or gratuity which would, in the eyes of the public or in the eyes of public officials, be construed as an attempt to bribe, influence, or to encourage special consideration with respect to municipal operations, such offer shall be immediately reported to the employee's supervisor who in turn will inform the Department Director and the City Manager. Employees should also abide by the following regulations:

8.7.1 Employee should notify the Department Director prior to participating in any City action in which the employee has a financial interest and the Department Director will make a determination of the appropriate action to be taken

8.7.2 No employee shall attempt to influence the City's selection of any bid or proposal or the City's conduct of business, in which the employee has a financial interest

8.7.3 No employee shall use the implied authority of their position to unduly influence the decision of others or promote a personal interest in the community

8.7.4 No employee shall disclose information they know to be confidential concerning the operations of the City unless authorized or required by law to do so

8.7.5 No employee shall accept a gratuity from any person engaging in business with the City or having a financial interest in a decision pending with the City. This does not prohibit accepting the following items unless departmental policy prohibits such acceptance; a meal, discounts or prizes that are generally available to the public, gifts presented by employer in recognition of meritorious service or other civic or public awards, an occasional gift of less than \$50.00 in value.

The City takes complaints of ethics violations very seriously. Every effort should be made to follow the chain of command when reporting a violation of this section. Employees may also file a

complaint or discuss or express any issue of concern with the Personnel Director. Any complaints from the public regarding violations of this section should be referred to the Personnel Director. The City prohibits any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation. However, if after investigating any complaint of ethics violations, the City determines the complaint was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the individual who filed the complaint or who gave false information.

8.8 Ethics Complaint Procedure. An ethics complaint will be handled in the following manner:

8.8.1 Step 1. The employee or member of the public filing an ethics violation should provide a written complaint to their immediate supervisor, Department Director or the Personnel Director.

8.8.2 Step 2. The supervisor or Department Director will forward the complaint to the Personnel Director within five working days after receiving the complaint.

8.8.3 Step 3. Within five working days of receiving the complaint the Personnel Director will file the complaint with an Ethics Committee formed to address the complaint. The Ethics Committee shall be composed of the Personnel Director and three Department Directors not involved with the allegations in the complaint. The Committee shall select a chair from its members. The Committee shall meet within fifteen working days of notification by the Personnel Director to review the complaint and all relevant evidence presented in support of the complaint. The Committee may call witnesses. The employee charged with the ethics violation shall have the opportunity to present their position and any supporting facts and/or evidence. The meeting will be closed to the public.

8.8.4 Step 4. The Committee will provide a written finding to the City Manager within five working days of the close of the committee hearing. If disciplinary action is recommended the City Manager shall follow the procedure set forth in Chapter 10 of these Regulations. The findings of the committee are confidential and will not be disclosed to the public. The City Manager may issue a brief written statement to the public or the parties involved which will state only whether the allegations were unfounded or if founded that appropriate disciplinary action was taken.

8.9 Political Activity. An employee may not:

8.9.1 Be required to contribute to any political fund as a condition of employment

8.9.2 Be a candidate for elective City municipal office

8.9.3 Contribute financially to or take part in a campaign for any City elective municipal office other than by voting

8.9.4 Be a member of any policy making board, council, commission or other governing body that may be interpreted as representing the City and/or receiving appropriations from the City unless such membership is approved by the City Manager

8.10 Oath of Office. Under the requirements of Resolution 07-54 all Department Directors and specific key City employees must sign an oath of office to honestly, faithfully and impartially discharge their duties.

8.11 Legal Liability. Employees shall abide by all laws and regulations which govern the performance of their duties and shall perform their duties as reasonable, prudent persons. Defense and indemnity of employees for legal claims relating to their employment shall be governed by Chapter 1.10 of the City Code.

8.12 Use of City-Owned Equipment. Personal use of City equipment or vehicles is not permitted without written approval from the City Manager or unless otherwise provided by contract. All City equipment including but not limited to computers, e-mail, voice mail, vehicles, desks, lockers and cabinets are the property of the City and as such the City has the right to monitor or search at any time for any reason.

8.13 Office Technology Policy. Employees are required to use City technology including, but not limited to, Internet, email and cell phones in an appropriate, legal, ethical and professional manner. Employees should exercise the same restraint and caution in drafting and transmitting messages over the Internet as they would when writing a memorandum and should assume that their message will be saved and viewed by someone other than the intended recipients. City business conducted on personal technology equipment is subject to the office technology policy. The following policies have been established for use of City technology.

8.13.1 Right to Monitor. City technology including, but not limited to, Internet, E-mail or cell phone use is not guaranteed to be private or confidential. All electronic communications are City property. Therefore, the City reserves the right to examine, monitor and regulate e-mail messages, directories and files, as well as Internet and cell phone usage without permission of the employee. Employees are prohibited from using passwords or security measures that restrict the City's access to its property.

8.13.2 Discrimination or Harassment. City technology including, but not limited to, Internet, e-mail and cell phones may not be used for transmitting, retrieving or storing of any communications of a defamatory, disparaging, abusive, profane, offensive, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted.

8.13.3 City's Best Interest. Publication or distribution of information that would adversely or negatively reflect upon the City or be contrary to the City's best interest or which is identified as confidential by the City is prohibited.

8.13.4 Illegal Activities. Illegal activities including, but not limited to, piracy, cracking, extortion, blackmail, copyright infringement on city technology is forbidden.

8.13.5 Copyright. Copyrighted materials belonging to entities other than the City may not be transmitted by employees on the City's network. All employees obtaining access to other companies' or individual's materials through their employment with the City must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only.

8.13.6 Disruption. No use of the system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving large files and "spamming" (sending e-mail messages to thousands of users).

8.13.7 Employee Responsibility. Each employee is responsible for the content of all text, audio or images they place or send over the City's Internet, e-mail or cell phone system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else. Also, be aware that the City's name is attached to all messages so use discretion in formulating messages.

8.13.8 Public Records. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the City.

8.13.9 Personal Use. Employees are prohibited from using City technology for fundraising, union, political campaign, religious or for business or profit-making activities. City property cannot be used for any purpose that would violate any federal, state or local law.

8.13.10 Downloading Software. Employees are prohibited from downloading software and games on City technology without prior approval of the Systems Manager. If the employee finds that any damage occurred as a result of downloading software or files, the incident should be reported immediately to the Systems Manager.

8.13.11 Remote Access for Workers. The City may allow with supervisor approval, remote access to desktop computers and servers within the City. If the employee's personal computer is accessible by family members make sure the remote connection is password protected. Though the remote connection is secured, the same rules apply when working at home on City related work as they do when in the office.

8.13.12 Discipline. City policies are in effect at all times while using City technology. Any employee who abuses the privilege of City facilitated access to e-mail, cell phones or the Internet, may be denied access and, if appropriate, be subject to disciplinary action up to and including termination.

8.14 City Vehicles. Emergency Services Personnel, including Police and Fire, may be issued the use of City vehicles for conducting City business and for driving to and from work. Employees that utilize City-owned vehicles during their workday will only drive the vehicle while on official City business. City vehicles should not be used for personal use. When employees take their lunch hour or breaks, they will use their personally-owned vehicle. Emergency Services Personnel, including Police and Fire, are excluded from this provision. When issued a city vehicle the employee shall; use the seat belt device and require any passengers to do the same, monitor fuel, fluids and tire pressure, immediately notify the employee's supervisor of any malfunctions or accidents, keep the interior of the vehicle clean, operate the vehicle in accordance with application State and laws, refrain from smoking in City vehicles and immediately notify supervisor of any change in driver's license status, including suspension, revocation, or restriction.

8.15 Cost Consciousness. City employees shall practice every economy practical in the discharge of their duties. Employees are encouraged to recommend to their supervisors work procedures which will result in a cost savings or improved service to the public.

8.16 Safety. Department Directors shall be responsible for the development and maintenance of a safety program for their department as necessary. The program shall include safety regulations and discipline controls. Department Directors, supervisors and employees shall guard the safety of themselves, fellow employees and the public. No employee shall bring to the worksite on their person or in their belongings any non-job related weapons of any type, for example; firearms or knives with blades over four inches.

8.17 Work Accidents/Injuries. When accidents occur on City property or while conducting City business, the employee shall contact their supervisor immediately.

8.17.1 Employee Injury/Accident. The employee and their supervisor shall complete an accident report form and file a worker's compensation form with the Personnel Office within 24 hours of notification of the accident/injury. In the case of a motor vehicle accident, the Police Department shall be notified immediately. Employees unable to work must provide a written notification from their health care provider with the type of restrictions and length of off-duty status. If an employee is unable to work due to an on the job injury the employee will be paid by the City for the first three days off work. The City's workers compensation carrier will provide statutory benefits for any days over three that an employee is unable to work. Prior to returning to work the employee must provide written notification from their health care provider stating the employee is able to perform the essential functions of the employees' position. If the employee is able to return to limited duty with approval from their health care provider the Department Director will determine if limited duties are available.

8.17.2 Equipment. The employee and their supervisor shall complete an accident report form within 24 hours of notification of the accident and forward the report to the Finance

Department for reporting to the City's insurance carrier. In the case of a motor vehicle accident, the Police Department shall also be immediately notified.

8.18 Solicitations. In order to maintain an orderly work environment, protect employee privacy and preserve security throughout City's offices and departments individuals not employed by the City may not at any time solicit, petition, or distribute literature in non-public access work areas, except for bona fide City purposes and with the prior authorization of the City Manager.

8.18.1 Employees may not solicit for any purpose other than City related business during working time. Reasonable forms of solicitation between employees will be permitted during nonworking time, such as before or after work or during authorized meal or break periods.

8.18.2 Employees may not distribute literature for any purpose other than City related business during working time, or at any time in work areas.

8.19 Personal Business. Employees are expected to conduct their personal business during nonworking hours. Personal calls, personal cell phone use and electronic texting is discouraged during work hours. Cell phone ring tones should be minimized to avoid disrupting the work environment. Breaks, lunch and leave time are available to employees for personal business.

8.20 Personal Items/Equipment. The City does not insure employee's personal items or equipment including personal vehicles used for City business. Employees should consider this prior to bringing personal items or equipment to the workplace or using personal vehicles for City business. Exceptions are the public works mechanics' and port maintenance technicians' tools. Inventory lists shall be provided on a regular basis to the Finance Department after approval by supervisor.

8.21 Drug Free Workplace. In accordance with the Drug-Free Workplace Act of 1988, the City will maintain a Drug-Free Workplace. The Homer City Council adopted the following statement (directive in nature) to all employees:

The unlawful manufacturing, distributing, dispensing, possessing, or using of a controlled substance is prohibited and will not be tolerated in any City workplace.

The City's policy is designed to maintain a safe, healthful, and productive work environment, and any employee affected by an addiction or dependency on controlled substances are strongly urged to seek assistance through the appropriate community health services. Any employee convicted of a drug violation for an action occurring in a City workplace shall notify their supervisor within five days after such conviction. The City will take appropriate personnel action in accordance with personnel regulations against employees so convicted within 30 days after receiving the notification. Compliance with this directive is a condition of employment. Disciplinary action up to and including discharge for cause will be used as necessary in implementing this directive. All City Department

Directors and supervisors shall be responsible for ensuring that their employees are made aware of this directive, and copies should be posted on departmental bulletin boards.

8.22 Commercial Driver License (CDL) Drug and Alcohol Testing Policy. Employees that are required to have a CDL for their position or maintain CDL equipment are subject to the City's CDL Drug and Alcohol Testing Policy under the U.S. Department of Transportation, Federal Highway Administration, regulations detailed in 49 CFR 40. CDL employees will be required to sign a CDL Drug and Alcohol Testing Policy upon employment and are subject to pre-employment, return to duty, random, reasonable suspicion and post accident drug testing. Employees that test positive for drug or alcohol will be immediately removed from their safety sensitive positions per federal requirements pending an investigation and subject to disciplinary action.

8.23 Smoking Prohibited. Smoking is prohibited in city owned buildings, vehicles and watercraft under City code Section 5.05.

CHAPTER NINE

DISCRIMINATION AND HARASSMENT COMPLAINTS

9.1 Equal Opportunity Policy. The City is an equal opportunity employer as required under section 1.38.020 of the City Code. Recruitment and selection of applicants, promotion and training of employees is based upon ability, knowledge, skills and merit as required by the job description. A person may not be favored or discriminated against with respect to City employment because of the person's race, color, creed, religion, gender, national origin, veteran or marital status, physical handicap or any other status protected by federal, state or local law.

9.2 Anti-discrimination and Anti-harassment Policy. The City maintains a work environment free from unlawful discrimination and harassment for all employees. All employees have the right to work in an environment free from discrimination, intimidation or harassment that is based upon a protected status.

9.3 Definitions. For purposes of this chapter, the following words or phrases shall have the following meaning:

9.3.1 City Official. For purposes of this chapter, a city employee at the supervisory or managerial level.

9.3.2 Complainant. The individual or group who is alleged to be a victim of illegal discrimination.

9.3.3 Compliance Agency. A local, state or federal agency authorized by law to investigate formal complaints of discrimination. The following are examples of compliance agencies: Alaska State Commission for Human Rights (ASCHR); Federal Equal Employment Opportunity Commission (FEEOC); and the Office of Federal Contract Compliance Programs (OFCC). Other federal agencies have certain investigative responsibilities on matters relating to grants or programs that they administer.

9.3.4 Formal Complaint. A complaint relating to City employment or application for City employment filed with a compliance agency alleging illegal discrimination on the basis of a protected status.

9.3.5 Illegal Discrimination. An act or acts which are prohibited by federal, state or local anti-discrimination laws. Prohibited acts include those where individuals or groups are treated differently because of their race, religion, color, gender, national origin, age, handicap, marital status, changes in marital status, pregnancy, or parenthood or any other status protected by federal, state or local law.

9.3.6 Informal Complaint. A complaint relating to City employment or application for city employment alleging illegal discrimination on the basis of a protected status that has not

been filed with a compliance agency.

9.3.7 Respondent. The City or any of its departments identified in a formal complaint. Specific individuals may also be listed as respondent.

9.4 Harassment Definition. Prohibited harassment consists of unwelcome verbal or physical conduct or communication based upon an employee's race, color, creed, religion, national origin, gender, physical or mental disability, age marital status, pregnancy or parenthood, veteran's status, status with regard to public assistance, or any other status protected by federal, state or local law. Examples of conduct prohibited by this policy include using racial and ethnic slurs, offensive stereotypes or making jokes about such characteristics.

9.5 Sexual Harassment Definition. Sexual harassment is a form of harassment that is prohibited under these regulations. Sexual harassment encompasses unwelcome sexual advances, request for sexual favors, and other verbal, visual, written or physical conduct of a sexual nature where:

9.5.1 Such conduct is unwelcome; and

9.5.2 Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or

9.5.3 Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment; or

9.5.4 Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment. A hostile work environment occurs when the conduct is sufficiently severe or pervasive enough to alter the condition of the employee's employment and create an abusive work environment.

9.6 Sexual Harassment Examples. Examples of the type of conduct prohibited by this policy may include, but are not limited to, the following:

- Sexually suggestive touching
- Offensive whistling
- Lewd, off-color, sexually-oriented comments, jokes, or cartoons
- Excessive use of foul or obscene language
- Leering, staring, stalking
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons
- Unwanted or offensive letters or poems
- Sitting or gesturing sexually
- Sexually explicit or suggestive email or voicemail messages
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess

- Repeated requests for dates
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided
- Sexual assault or rape

9.7 Responsibilities.

9.7.1 All City employees at all levels shall report allegations and acts of discrimination. An employee who feels he or she is being harassed or discriminated against or is aware of activities in the workplace that may constitute harassment or discrimination shall report the perceived discrimination or harassment immediately to their supervisor, Department Director, Personnel Director, City Manager or any City Official (as defined by this chapter) that the employee feels comfortable reporting to.

9.7.2 All City Officials shall take immediate action when they become aware of a situation involving allegations and/or acts of discrimination.

9.7.3 The Personnel Director shall provide technical assistance and support to City Officials, employees, and complainants in their efforts to resolve complaints of discrimination, and cooperate with compliance agencies in processing and investigating formal complaints of discrimination.

9.7.4 The City Attorney shall provide legal advice and assistance as requested by the Personnel Director or as the City Attorney's Office deems necessary.

9.8 Procedure for Informal Complaints. City employees may make appointments with any City Official during the workweek to report harassment or discrimination in the workplace. If, for any reason, the City Official to whom the employee wishes to report the discrimination or harassment is unable to meet at the initial time requested, the City Official shall reschedule an alternate meeting time with the employee that is no more than five working days after the initial request.

9.8.1 Processing Informal Complaints of Discrimination.

9.8.1.1 When a City Official becomes aware of an allegation of discrimination, immediate action shall be taken to notify the Personnel Director, or in the event the Personnel Director is involved in the allegations in the complaint, the City Manager, to review and attempt to resolve the allegation. The reviewing City Official shall advise complainant and respondent in the writing of the results of the review.

9.8.1.2 A complaint must be filed within 180 days of the date the incident occurred to be considered for informal review.

9.8.1.3 Upon receipt of an informal complaint of discrimination from a complainant or at the request of a City Official, the Personnel Director or other appropriate City Official shall assist the parties in an attempt to resolve the issues raised by the complainant.

9.8.1.4 The Personnel Director shall make every effort to resolve an informal complaint within 30 calendar days from the date the complainant files the complaint. The Personnel Director or other appropriate City Official will inform the employee of their right to file a formal complaint with a compliance agency.

9.9 Procedure for Formal Complaints. City employees must make arrangements with their supervisors when they wish to schedule official duty time to consult with a compliance agency on matters relating to a formal complaint for harassment or discrimination. When an employee cannot be released at the requested time, an alternate time should be scheduled within five working days of the time originally requested.

9.9.1 The Personnel Office will be the central point for receiving complaints, interrogatories and requests for information or documents from compliance agencies. City departments will forward all information pertaining to a complaint to the Personnel Director who will coordinate and forward the materials prepared in response to the compliance agency request within the time frame required.

9.9.2 Any City employee named as a respondent in a complaint will be expected to assist the department in its effort to expeditiously review and, if possible, resolve the issues listed in the complaint. However, no employee shall be expected to waive any of their personal rights.

9.9.3 The City Attorney's Office will retain a file of each formal complaint received in which a City department or employee is listed as respondent. Legal advice and assistance will be provided to the City Manager, Personnel Director or any department as requested, or as the City Attorney's Office deems necessary. In all cases where a compliance agency takes a complaint to public hearing when the City is a respondent, the City Attorney's office will represent the City and the respondent department.

9.10 Retaliation. The City prohibits any form of retaliation against any employee for reporting or participating in a proceeding connected with a matter of public concern pursuant to Section 1.15 of the City Code. However, if the City determines that the complaint was not made in good faith or that an employee has provided false information regarding the complaint, disciplinary action may be taken against the complainant or the individual(s) who gave the false information. Any decision which constitutes an adverse action against an employee who has a current informal or formal complaint of discrimination pending must be approved by the City Attorney's office. All City Officials should avoid actions that might be construed as retaliatory against the complainant.

CHAPTER TEN

DISCIPLINE - CAUSES AND ACTIONS

10.1 Discipline Policy. When an employee's performance or conduct falls below desirable standards, the employee may be subject to disciplinary action. The nature or severity of the disciplinary action depends upon the severity of the offense as well as the number and frequency of previous acts of misconduct.

10.2 Oral Warning. An employee may be informed orally by their supervisor of the unacceptable behavior or performance and what must be done to correct the situation. This initial counseling session shall be considered an oral warning and the supervisor shall make a written note of the warning and place it in the employee's personnel file.

10.3 Written Warning or Disciplinary Work Plan. An employee who has either ignored an oral warning or whose conduct is severe enough to warrant more serious action than an oral warning may receive a written warning or a disciplinary work plan. The written warning or the documentation regarding the disciplinary work plan shall explain how the full or part-time employee's behavior has been unacceptable and what must be done to correct the situation. A disciplinary work plan must be for a specific period of time, may not exceed one year and should provide the dates for performance reviews while on the work plan. The employee must have an overall performance review of at least "satisfactory" at the end of the disciplinary work plan in order to continue their employment. A copy of the written warning or disciplinary work plan shall be given to the employee and a copy placed in the employee's personnel file.

10.4 Employee Response to Warning or Disciplinary Work Plan. Oral and written warnings and disciplinary work plans are not subject to the grievance procedure. An employee may file a written reply within five working days of receiving the warning or disciplinary work plan. The employee's written reply will be attached to the warning or disciplinary work plan and placed in the employee's personnel file.

10.5 Suspension Without Pay, Demotion, Dismissal. An employee may be suspended without pay, demoted or dismissed for cause by the Department Director with approval by the Personnel Director if previous counseling or discipline has not resulted in the expected improvement or if the seriousness of the specific incident or the whole pattern of such employee's past performance and conduct justifies the imposition of more severe disciplinary actions in the first instance. When an employee is suspended without pay, demoted or dismissed for cause, the Department Director shall follow the procedure set forth in Section 10.6 of these Regulations. If suspended without pay the employee may not use leave time, receive holiday pay or accrue leave while on suspension. Reasons for suspension without pay, demotion or dismissal may include but are not limited to:

10.5.1 Drinking intoxicating beverages or use of nonprescription depressant, or misuse of prescription stimulant, hallucinogenic or narcotic drugs on the job or arriving on the job under the influence of intoxicating beverages or such drugs .

10.5.2 Discrimination or harassment on the basis of a protected status (Refer to Chapter 9 of these Regulations).

10.5.3 Insubordination, willfully disobeying the directive of a supervisor by a verbal or nonverbal refusal or unreasonable delay in completing work. An employee's refusal to follow a directive that is illegal or a violation of City Code or written policy shall not be considered insubordination.

10.5.4 Excessive absences or tardiness.

10.5.5 Inability to perform the assigned job.

10.5.6 Being wasteful of material, property or working time.

10.5.7 Falsification of information on employment application or resume.

10.5.8 Conviction of a felony or a misdemeanor involving moral turpitude.

10.5.9 Being absent from work without permission or failing to report to supervisor or Department Director.

10.5.10 Inability to get along with fellow employees or the public so that work being performed is hindered or below required standards.

10.5.11 Exhibiting behavioral problems to employee's supervisor, co-workers or the public which hinder the employee's or the City's performance.

10.5.12 Violation of the Personnel Regulations, written departmental rules or any other applicable federal, state or local laws.

10.5.13 Falsification of time sheets.

10.5.14 Sexual discrimination or racial harassment of co-workers or the members of the public (Refer to Chapter 9 of these Regulations)

10.5.15 Violations of written departmental safety procedures that endanger the employee, co-workers or the public.

10.5.16 A violation of any section of the General Conduct requirements in Chapter 8 of these Regulations.

10.5.17 A violation of the Commercial Drivers License (CDL) drug and alcohol testing policy.

10.6 Pre-Deprivation Hearing. Before a full or part-time employee is suspended without pay, demoted or dismissed for cause, the employee shall be given written notice of the contemplated personnel action by the Department Director. The written notice shall state what personnel action is contemplated, describe the reasons for such action, and advise that the employee is entitled to a hearing with the City Manager upon written request. The written notice shall also inform the employee that if no hearing is requested within five working days after receipt of the written notice, the personnel action will become final. The written notice of the contemplated personnel action shall be personally delivered to the employee or, if unavailable at work, sent by certified mail return receipt requested to employee's last known home address. Notices mailed to the employee's home address will be considered received on the acceptance date of the certified mail receipt. A copy of the written notice and the means of delivery or attempted delivery shall be placed in the employee's personnel file. The hearing shall be scheduled by the City Manager and held not more than ten working days after the City Manager's receipt of the written request for a hearing, except by mutual agreement.

10.6.1 If the full or part-time employee files a timely request for a hearing with the City Manager, the contemplated personnel action shall not become effective until the City Manager has completed a review and issued a written decision. If the employee does not file, or files an untimely request for pre-deprivation hearing the contemplated personnel action shall become effective and final upon the expiration of the five working day period and the employee shall be deemed to have waived the right to a pre-deprivation hearing and the right to appeal.

10.6.2 At the pre-deprivation hearing the Department Director shall state the reasons for the contemplated personnel action and recite the facts in support. The employee shall have an opportunity to present their position and any supporting facts. Witnesses may be called to testify by either party, however witnesses cannot be compelled to testify or appear. The hearing shall be closed to the public. The City Manager will issue a written decision within five working days after the pre-deprivation hearing.

10.7 Administrative Leave With Pay. In a situation where, in the Department Director's opinion and with City Manager approval, the employee's continued presence on the job during an administrative investigation or prior to the effective date of the contemplated personnel action poses a significant and immediate threat to public health or safety, a co-worker, city property, or to the efficient and harmonious conduct of City business, the employee may be placed on administrative leave with pay at their hourly rate of pay, excluding shift differential, prior to the effective date of the contemplated personnel action. If an employee is terminated after being placed on administrative leave with pay all leave accrued from the date the administrative leave with pay began until the termination date shall be forfeited. Only leave that has accrued prior to the administrative leave with pay date shall be paid to employee upon termination.

10.8 Appeal of Disciplinary Action. Any appeals of personnel actions taken under Section 10.6 of these Regulations involving suspensions without pay, demotions, or dismissals shall be submitted to arbitration under Section 11.5 of these Regulations. The appeal shall be initiated by filing a written request for arbitration with the Personnel Director within five working days of the City Manager's decision. The request for arbitration shall contain the information required by Section 11.5.1 of these Regulations. Filing a request for arbitration shall not suspend the effect of the City Manager's decision.

CHAPTER ELEVEN

COMMUNICATION, GRIEVANCE AND APPEAL PROCEDURE

11.1 Purpose and Policy. It is recognized that communication of constructive suggestions and problems contributes significantly to improving the overall quality of work performed and conditions of employment. It is the policy of the City to provide appropriate avenues of communication to meet a variety of needs. It is the desire of the City to resolve problems and pursue suggestions through an informal process where such a process is in the best interest of the City and its employees. Formal procedures are provided for those situations when the informal process is not appropriate. Employee(s) may file a grievance or a civil rights complaint. Civil rights discrimination complaints may be made under Chapter Nine. Employees should refer to section 1.15 of the Homer City Code for information regarding Protection for Whistleblowers.

11.2 Employee Communications. All employees are encouraged to communicate any problems or complaints they may have to the City, utilizing the procedures outlined in these Regulations. All employee suggestions or complaints will be given full consideration by City management. Any time an employee has a question, problem or complaint, the employee should do the following:

11.2.1 Consult with employee's immediate supervisor. Generally the employee and supervisor will be able to resolve the problem. If the problem is not solved at this level;

11.2.2 The employee may request a meeting with their Department Director to resolve the problem. If the employee receives no satisfaction at this level;

11.2.3 The employee may request a meeting with the City Manager and/or Personnel Director to resolve the problem. The final determination will be made by the City Manager.

11.3 Definition of Grievance. A grievance is a complaint by a full or part-time employee or group of employees alleging a violation of federal, state, local laws or these Regulations which pertain to the terms and conditions of employment with the City. Temporary, casual, seasonal and probationary employees are employed at will and are not entitled to the grievance procedure. The following matters are exempt from the grievance procedure:

1. Disputes relating to the contents of a performance evaluation (Refer to Chapter 7)
2. Oral or written warnings or an employee being placed on a disciplinary work plan (Refer to Chapter 10)
3. Disputes relating to suspension without pay, demotion or dismissal for cause which are processed under the pre-deprivation hearing procedure, in Chapter 10.
4. Disputes which relate to the City's right to establish or change personnel or business policies, practices, rules or regulations.
5. Any other matter which, according to these Regulations, is not subject to the grievance procedures.

11.4 Grievance Procedure Steps. A grievance shall be handled in the following manner:

11.4.1 Step 1. The aggrieved employee(s) shall present the grievance orally to their immediate supervisor within five working days of its occurrence, not including the day of the occurrence. The supervisor shall give an oral reply within five working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant.

11.4.2 Step 2. If the grievance is not settled in Step 1, the employee(s) must submit the grievance in writing, dated and signed by the aggrieved employee(s). The written grievance shall be presented to the Department Director within five working days after the supervisor's oral reply is given not including the day the answer is given. The Department Director shall reply in writing to the grievance within five working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s), setting forth the terms of the resolution. The Personnel Director should be provided a copy of this memorandum at the time it is sent to the grievant(s).

11.4.3 Step 3. If the grievance is not settled in Step 2, the grievance may be presented in writing to a committee. The grievance should be presented to the Personnel Director who will form a committee composed of a City employee not affected by the grievance selected by the aggrieved employee(s), the Personnel Director and a Department Director not associated with the department involved within seven days of receiving the grievance. This committee shall select a chair from its members. The committee shall meet within five working days of receiving the grievance to review all pertinent correspondence, records and information. The committee shall present its recommendations along with all pertinent correspondence, records, information and an audio recording of the committee's meeting to the City Manager within five working days of the hearing. The City Manager shall reply to the grievant(s) in writing within ten working days of the presentation of the written recommendation from the Committee. A copy of City Manager's reply shall be sent to the Personnel Director at the time it is sent to the grievant(s). The employee may choose to skip the committee process. In that event, the employee shall go directly to the City Manager with the grievance.

11.4.4 Step 4. If the grievance is not settled in Step 2 and the aggrieved employee(s) elects not to utilize the grievance committee process of Step 3, the matter may be appealed in writing to the City Manager within five working days of the date the employee receives the Department Director's written decision. The aggrieved employee(s) should submit a written request for a hearing with the City Manager to the Personnel Director. The aggrieved employee(s) should attach copies of all information pertaining to the grievance to the request. The City Manager will schedule a hearing within ten working days of receiving the

request. At the hearing the employee(s) will state the reasons for the grievance. The Department Director shall have an opportunity to present their position. Witnesses may be called to testify by either party, however witnesses cannot be compelled to testify or appear. The hearing shall be closed to the public. The City Manager shall reply to the grievance in writing within seven working days of meeting with the grievant(s). Copies of the written decision shall be given to the grievant(s), the Department Director and the Personnel Director.

11.4.5 Step 5. If not satisfied with the City Manager's decision the aggrieved employee(s) may request arbitration pursuant to the procedures outlined in Section 11.5.

11.5 Arbitration Procedures. An employee may request arbitration of any unresolved grievances after completion of Step 3 or Step 4. The procedures for arbitration are as follows:

11.5.1 The employee(s) shall send a written request for arbitration to the Personnel Director explaining the specific unresolved grievance and referring to any provisions of the Personnel Regulations or any other law applicable to the grievance. The request shall be submitted to the Personnel Director within five working days of the City Manager's decision.

11.5.2 Within five working days of receipt of a request for arbitration, the Personnel Director shall forward the request, together with the appropriate administrative fee, to the American Arbitration Association (AAA) for the initiation of arbitration proceedings. AAA proceedings shall be conducted by an arbitrator located in the State of Alaska unless, despite reasonable efforts by both parties, a qualified arbitrator located in the State of Alaska cannot be found. In lieu of submission to AAA, the grievant and the City Manager may agree to submit the matter to an arbitrator(s) to be selected by mutual agreement.

11.5.3 The arbitration shall be held at City Hall unless space is unavailable in which case the arbitrator shall select another location in the City. The aggrieved employee(s), the affected Department Director, City Manager and Personnel Director shall be entitled to be present at the arbitration. The aggrieved employee(s) and the City Manager may each have, as an assistant, one person to be in attendance at the arbitration. Either or both parties may be represented by an attorney in lieu of the assistant. The arbitration shall be closed to the public unless the aggrieved employee(s) requests the arbitration to be open to the public.

11.5.4 The arbitration shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and argument of the parties. Witnesses may be called to testify by any party; however, witnesses cannot be compelled to testify or appear.

11.5.5 The arbitration shall be conducted under the AAA Employment Arbitration Procedures unless a different rule or procedure is set forth in the City Code or the Personnel Regulations. In the case of any inconsistency, the City Code and the Personnel Regulations, in that order of priority, shall prevail over the AAA Employment Arbitration Procedures. The

Personnel Director shall make copies of the Employment Arbitration Procedures available to any City employee upon request.

11.5.6 Post hearing briefs shall be submitted by the parties only if ordered by the arbitrator.

11.5.7 The arbitrator shall have no authority to amend, modify, nullify, or ignore provisions of law, ordinances, or Personnel Regulations. The arbitrator shall consider and decide only the specific issue(s) submitted and has no authority to decide issues not submitted.

11.5.8 The arbitrator's award shall include a summary of the arbitrators' findings and conclusions. All expenses of the arbitration, not including attorney's fees and expenses for witnesses, shall be paid by the City. If the City is the prevailing party, then each employee who is a party to the grievance shall reimburse the City \$600.00 of expenses of the arbitration, which include AAA administrative and arbitrators' fees, travel and other expenses but no more than the total actual cost of the arbitration fees. Payment is due from the employee within 30 days of the grievance decision from the arbitrator. Each party shall bear its own attorney's fees and the expenses of producing witnesses called on its behalf.

11.5.9 Copies of the arbitration decision shall be personally delivered or mailed to the parties directly affected by the arbitration, the Personnel Director and the City Manager. The Personnel Director shall provide informational copies to the City Council. The arbitration decision shall be a public record.

11.6 Enforcement of Arbitrator's Decision. The arbitrator's decision is final and binding on all parties. The award may be enforced under AS 09.43.110.170.

11.7 Standard of Review. The arbitrator may exercise independent judgment in the finding of facts. In all other aspects of the decision, the standard of review to be applied by the arbitrator shall be whether the decision, action or inaction of the City was arbitrary or capricious or in violation of these Personnel Regulations, or applicable constitutional guarantees, statutory law, City Code or the common law.

CHAPTER TWELVE

SEPARATION FROM EMPLOYMENT

12.1 Resignations. To resign in good standing, an employee must present a written resignation to the employee's Department Director at least fourteen calendar days in advance of the resignation date, exclusive of accrued leave which the employee intends to take. This requirement may be waived in writing by the Department Director where adequate provisions can be made for a successor in that period of time (if one is needed right away) as well as under extenuating circumstances, (i.e., sudden need to leave for medical reasons, need to leave by unexpected military orders for employee or spouse, etc.). A copy of any employee's resignation shall be kept in the employee's personnel file. A resignation without the notice required by these rules may be grounds for denying reemployment with the City. Upon approval of the Department Director and concurrence of the City Manager, an employee may withdraw a resignation at any time prior to the effective date of resignation providing the position has not already been filled. An employee shall be regarded as having resigned without good standing if, while able to notify the employee's supervisor of the reason for his or her absence:

12.1.1 The employee fails to report for duty for two working days without notifying his supervisor; or

12.1.2 The employee fails to report for duty upon the expiration of a leave of absence/annual leave.

12.2 Exit Interview. The Personnel Director will conduct an exit interview for any terminating full-time or part-time employee. Employees will be notified of the option to meet with the City Manager during the exit interview. Preceding or during the exit interview, employees are expected to return all City property, including but not limited to, keys, IDs, and uniforms owned by the City.

12.3 Lay Offs. The City Manager may lay off employees whenever the abolishment of a position or other financial changes in the City's organization necessitates a reduction in the number of employees. Casual, temporary, probationary or part-time employees within the Department in which the work force reduction is occurring shall be laid off before full-time employees. If the City Manager deems it to be in the best interests of the City, full-time employees may be assigned to vacant part-time, temporary or casual positions in lieu of layoff, and at a pay rate determined to be appropriate by the City Manager, provided such employee possesses the qualifications for the vacant position. Layoffs by position shall be made in reverse order of employee seniority by job classification within each Division, unless an employee has had a less than satisfactory work performance evaluation and/or is on a disciplinary work plan. Employees scheduled for layoff may replace less senior employees within a Division in equal or lower classifications provided they are qualified to perform the work. Laid-off employees shall have first option for another open position within the City for which they are qualified. For the purposes of this section, first option shall mean that qualified laid off city employees will be hired for the position before the vacancy is advertised to the public. If there are several laid off employees, all of whom are qualified for the opening recall

of the employees shall be in order of seniority. Two weeks before the effective date of a lay off, the City Manager shall notify the employee being laid off, in writing, of the reasons for the layoff. The City Manager may place such an employee in another department where a vacancy exists provided the employee is qualified to assume the duties of the new assignment.

12.4 Dismissal. A dismissal is an involuntary termination by the City of an employee from the City's employment. A layoff is not a dismissal.

12.4.1 Dismissal, Employee: A dismissal for disciplinary reasons or cause (Refer to Chapter 10).

12.4.2 Dismissal, Probationary Employee: A dismissal of a probationary employee for any reason. Probationary employees are at will.

12.4.3 Dismissal, At Will Employee: A dismissal of an at will employee for any or no reason. At will employees are temporary, seasonal or casual employees.

12.5 Severance Pay. In the case where an employee is laid off by the City Manager, the City may give the employee two weeks' severance pay. Final paychecks will be paid per Chapter 5.



City of Homer

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Human Resources

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(f) 907-235-3148

MEMORANDUM 17-086

TO: City Council
THRU: Katie Koester, City Manager
FROM: Andrea Browning, HR Director
DATE: June 12, 2017
RE: Personnel Regulation Revisions

The Personnel Regulations are periodically reviewed in order to determine if revision and/or clarifications are necessary. The following proposed changes take into consideration recommendations by:

- The Employee Committee (after receiving input from their respective departments)
- Department Heads
- Attorney suggestions
- Administration

Suggestions were compiled by HR, and discussed with the Employee Committee, Department Heads, and the City Manager.

Employee proposals ranged from adding Life Insurance as a benefit for part-time employees, implementing that City offices close at 12:00pm on Christmas Eve and New Year's Eve, to removing the cap on Sick Leave entirely. After a careful vetting process and much consideration given to best practices and fiscal impacts, Administration recommends the following revisions.

1. Change Community Schools to read Community Recreation (clerical)
2. Provision clarifying the City Manager can supervise family members who report directly to the City Manager provided the employees are in different departments (City Attorney recommends clarification). The current regulations permit the City Manager to supervise family members if employed in different departments. Attorney recommends clarifying language to avoid ambiguity regarding when employees become family.

3. Current Personnel Regs require satisfactory performance for merit increase. Change requires above satisfactory performance in to be eligible for step increases.
4. Fire Dept. and Police Dept. want to observe the “actual holiday” vs. City’s recognized holidays. As is, if Christmas falls on a Sunday, employees at these departments that work Christmas day do not receive Holiday Pay because the City’s recognized holiday falls on that Monday. There is no fiscal impact.
5. Current Personnel Regulations require employees to take 40 hours of Annual Leave. Proposed change would require employees to take 80 hours of Annual Leave. This is a healthier practice and makes for a more productive workplace.
6. Increase Sick Leave cap to 80 hours. Sick Leave cannot be cashed out during employment or upon termination, or donated to other employees, so there is no cash value to these leave banks.
7. Change “Department” to “Division” in highlighted Section 12.3 *Layoffs*.

1. Chapter 2

Current Personnel Regs read:

2.2.3 Division: A subdivision of a department whose chief supervisor has a direct reporting relationship to a Department Director. Divisions are found in the Police, Fire, Port, Public Works, Administration and Finance Departments. Divisions include, but are not limited to, the fish dock and harbormaster divisions of the Port and Harbor Department; operation & maintenance, and water & sewer treatment divisions of Public Works Department. Divisions may also be established by the City Manager, when, due to insufficient employees or other reasons department status is unwarranted but division status is warranted due to the responsibilities assigned. The supervisors of such administrative divisions may report directly to the City Manager. Such divisions include, but are not limited to, the Library, Planning and Zoning, City Clerk's, Personnel and Community **Schools**.

***Change:** Change highlighted word to Recreation.*

2. Chapter 3

Current Personnel Regs read:

3.14.3 If two employees working in the same department or in a supervisory/subordinate capacity become family members the City may permit one of the employees to transfer to another department where neither employee supervises, reports to or audits the other employee and the employees do not report directly to the same supervisor if a position is available. If a transfer cannot be accomplished the City must terminate the employment of one of the employees. The City Manager shall determine which employee to terminate based upon the needs of the City.

***Addition:** (Recommended by attorney) *New language highlighted**

Amended 3.14.3 will read:

3.14.3 If two employees working in the same department or in a supervisory/subordinate capacity become family members the City may permit one of the employees to transfer to another department where neither employee supervises, reports to or audits the other employee and the employees do not report directly to the same supervisor if a position is available. **This provision permits the City Manager to supervise family members who report directly to the City Manager; provided the employees are in different departments.** If a transfer cannot be accomplished the City must terminate the employment of one of the employees. The City Manager shall determine which employee to terminate based upon the needs of the City.

3. Chapter 5

Current Personnel Regs read:

5.3.3 Steps C through O - Further advancement is generally dependent upon satisfactory performance for at least one year from the anniversary date in the position at each salary step. An employee may be advanced an additional salary step if the Department Director and City Manager determine the employee's performance has been vastly superior and has exceeded the requirements for the position.

***Change:** Current Personnel Regs require satisfactory performance for merit increase. Change requires above satisfactory performance in consideration of step increases. *New language highlighted**

Amended 5.3.3 will read:

5.3.3 Steps C through O - Further advancement is generally dependent upon above satisfactory performance, with an overall rating of "Good." This indicates the employee more than fulfills essential requirements of the position, for at least one year from the anniversary date in the position at each salary step. An employee may be advanced an additional salary step if the Department Director and City Manager determine the employee's performance has been vastly superior and has exceeded the requirements for the position.

4. Chapter 6

Current Personnel Regs read:

6.1 Recognized Holidays. All full-time employees will receive eight hours of holiday pay for each recognized holiday whether worked or not. The holiday pay will be based on the employee's hourly rate of pay, excluding shift differential. Full-time employees that work on a recognized holiday will be paid overtime for all hours worked in addition to receiving eight hours of holiday pay. The eight hours holiday pay is not considered work time and will not be counted as hours worked for the purposes of overtime calculation.

If the holiday falls on a Sunday, the following Monday shall be the recognized holiday. If the holiday falls on a Saturday, the preceding Friday shall be the recognized holiday. Employees whose work day is more than eight hours and who do not work the recognized holiday can be paid less than their scheduled work day or use leave or compensatory time to accumulate the additional hours to meet their work day...

***Change:** Clarification of current holiday pay application, and implementing holidays observed on "actual" (vs. City's recognized holidays) for Police and Fire Department employees. This excludes exempt employees.*

Amended 6.1 will read:

6.1 Recognized Holidays. All full-time employees will receive eight hours of holiday pay for each recognized holiday whether worked or not. The holiday pay will be based on the employee's hourly rate of pay, excluding shift differential. Full-time employees that work on a recognized holiday will be paid overtime for all hours worked in addition to receiving eight hours of holiday pay. Employees whose workday is more than eight hours, still only receive eight hours of holiday pay. The eight hours holiday pay is not considered work time and will not be counted as hours worked for the purposes of overtime calculation. Holidays occurring during an employee's scheduled vacation are treated as holidays and are not counted as annual leave hours/days. Paid holidays are not available to employees on workers' compensation leave.

If the holiday falls on a Sunday, the following Monday shall be the recognized holiday. If the holiday falls on a Saturday, the preceding Friday shall be the recognized holiday. Employees whose work day is more than eight hours and who do not work the recognized holiday can be paid less than their scheduled work day or use leave or compensatory time to accumulate the additional hours to meet their work day...

Police and Fire Department Employees. Holidays shall be observed on the actual day the holiday falls. This shall apply to ESS personnel at the Fire Department (excludes the Department Services Coordinator). Exempt employees at Police and Fire Departments are excluded from this provision and are still subject to the City's Recognized Holidays.

5. Chapter 6

Current Personnel Regs read:

6.5 Annual Mandatory Leave Requirement. At least 40 hours of leave must be taken annually following completion of one year of full-time continuous service. This regulation does not apply to part-time employees. No more than 35 days of leave, excluding compensatory and sick leave, may be taken annually without prior approval of the City Manager.

Change: Require employees to take 80 hours of Annual Leave per year (beginning in 2018). Requires City Manager approval for Annual Leave of three or more consecutive workweeks.

Amended 6.5 will read:

6.5 Annual Mandatory Leave Requirement. At least 80 hours of Annual Leave must be taken per calendar year, following completion of one year of full-time continuous service. This regulation does not apply to part-time employees. Annual Leave of three or more consecutive workweeks requires City Manager approval. No more than 35 days of leave, excluding compensatory and sick leave, may be taken annually without prior approval of the City Manager.

6. Chapter 6

Current Personnel Regs read:

6.8 Sick Leave. In addition to the leave bank full-time employees will receive 40 hours in a calendar year to be placed in a sick leave bank during the first pay period in January. Sick leave hours not used by year end cannot be carried over, cashed out during employment or upon termination or donated to other employees. After sick leave is exhausted employees are required to use their annual leave. Advance approval by the Department Director must be obtained in writing before taking sick leave for scheduled appointments or medical procedures of 1 day or more. Sick leave will be prorated monthly for employees starting work after January 1st. Sick leave may be used for any absence due to personal injury, illness or temporary disability, personal medical and dental appointments, or the illness or injury of a spouse or minor son or daughter or the need to accompany a spouse or minor son or daughter to a medical appointment. Sick leave cannot be used for any absences where the employee is entitled to receive compensation benefits under the Alaska Workers Compensation Act.

Change: Increase the sick leave cap to 80 hours.

Amended 6.8 will read:

6.8 Sick Leave. Employees will receive 40 hours leave in a calendar year to be placed in a Sick Leave bank during the first pay period in January. Sick Leave hours not used by year end can be accrued and carried over, however, Sick Leave banks cannot exceed 80 hours. If a Sick Leave Bank has over 40 hours at the end of the year, fewer than 40 hours will be added during the first pay period in January so there is not an excess of 80 hours accrued. Sick Leave cannot be cashed out during employment or upon termination or donated to other employees. After sick leave is exhausted employees are required to use their annual leave. Advance approval by the Department Director must be obtained in writing before taking sick leave for scheduled appointments or medical procedures of 1 day or more. Sick leave will be prorated monthly for employees starting work after January 1st. Sick leave may be used for any absence due to personal injury, illness or temporary disability, personal medical and dental appointments, or the illness or injury of a spouse or minor son or daughter or the need to accompany a spouse or minor son or daughter to a medical appointment. Sick leave cannot be used for any absences where the employee is entitled to receive compensation benefits under the Alaska Workers Compensation Act.

7. Chapter 12

Current Personnel Regs read:

12.3 Lay Offs. The City Manager may lay off employees whenever the abolishment of a position or other financial changes in the City's organization necessitates a reduction in the number of employees. Casual, temporary, probationary or part-time employees within the Department in which the work force reduction is occurring shall be laid off before full-time employees. If the City Manager deems it to be in the best interests of the City, full-time employees may be assigned to vacant part-time, temporary or casual positions in lieu of layoff, and at a pay rate determined to be appropriate by the City Manager, provided such employee possesses the qualifications for the vacant position. Layoffs by position shall be made in reverse order of employee seniority by job classification within each Department, unless an employee has had a less than satisfactory work performance evaluation and/or is on a disciplinary work plan. Employees scheduled for layoff may replace less senior employees within a Department in equal or lower classifications provided they are qualified to perform the work. Laid-off employees shall have first option for another open position within the City for which they are qualified. For the purposes of this section, first option shall mean that qualified laid off city employees will be hired for the position before the vacancy is advertised to the public. If there are several laid off employees, all of whom are qualified for the opening recall of the employees shall be in order of seniority. Two weeks before the effective date of a lay off, the City Manager shall notify the employee being laid off, in writing, of the reasons for the layoff. The City Manager may place such an employee in another department where a vacancy exists provided the employee is qualified to assume the duties of the new assignment.

Change: Change "Department" to "Division" in 12.3 in highlighted sections



City of Homer

www.cityofhomer-ak.gov

MEMORANDUM 17-092

TO: MAYOR ZAK AND CITY COUNCIL
FROM: EMPLOYEE COMMITTEE
DATE: JUNE 5, 2017
SUBJECT: AMENDMENTS TO THE PERSONNEL REGULATIONS

The Employee Committee met on May 31, 2017 to review the proposed changes to the Personnel Regulations.

The Employee committee approved by consensus the recommendations with the exception of two amendments, Chapter 5, 5.3.3 Annual Merit Step Increases and Chapter 12, 12.3 Layoff - Amending Department to Division which was approved by a majority vote.

**CITY OF HOMER
HOMER, ALASKA**

Lewis

RESOLUTION 17-030(A)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING CITY OF HOMER PERSONNEL REGULATIONS,
CHAPTER 6, EMPLOYEE BENEFITS, BY ADDING A NEW SECTION
6.24 TITLED OCCUPATIONAL DEATH BENEFIT.

WHEREAS, Currently all City of Homer employees are provided a life insurance policy of one year's base salary (additional insurance can be purchased); and

WHEREAS, Currently in the event of the death of an employee dependents participating in the health plan are eligible to purchase continuing health care coverage through COBRA for up to 36 months; and

WHEREAS, Compassion and assistance should be extended to the family of a City employee who dies while performing duties related to their job for the City of Homer.

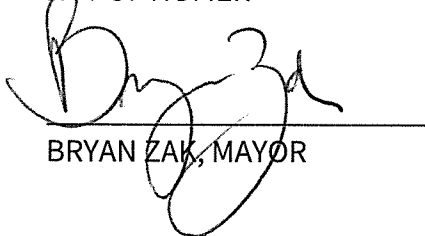
NOW, THEREFORE, BE IT RESOLVED that the City Council recommends amending Chapter 6 of the City of Homer Personnel Regulations to add a new section, Occupational Death Benefit where in the case of the occupational death of an employee, it is the policy of the City to retain the employee's eligible dependents on the City's health plan for 24 months at no cost to the family. Dependents are eligible for this benefit if they are enrolled in the City's healthcare plan at the time of the employee's death.

For a death to be considered occupational:

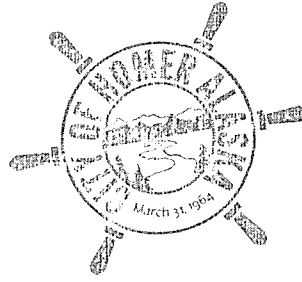
1. It must occur before the employee's retirement and before the employee's normal retirement date,
2. The proximate cause of death is a bodily injury sustained or a hazard undergone while in the performance and within the scope of the employee's duties, and
3. The injury or hazard is not the proximate result of willful negligence of the employee.

PASSED AND ADOPTED by the Homer City Council this 28th day of March, 2017.

CITY OF HOMER



BRYAN ZAK, MAYOR



44 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

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Fiscal Note: Minimum of \$9,457 and maximum \$17,495 annual liability for one case of occupational death based on 2017 estimates.

**CITY OF HOMER
HOMER, ALASKA**

Lewis

RESOLUTION 17-059

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
ENCOURAGING THE U.S. SENATE AND U.S. HOUSE OF
REPRESENTATIVES TO RESTORE FULL FUNDING TO FEDERAL
AGENCIES THAT PROVIDE VITAL SUPPORT TO THE ECONOMY OF
HOMER, ALASKA.

WHEREAS, The City of Homer, Alaska rests on the shores of Kachemak Bay in lower
Cook Inlet, and as a maritime community depends on the bounty of the sea for a large
portion of its economy; and

WHEREAS, The City of Homer, Alaska’s traditional maritime commerce includes
commercial, charter, sport, and subsistence fishing; mariculture, tourism, and marine-related
arts; and

WHEREAS, Many local residents depend on harvesting marine resources in order to
lower their cost-of-living, enjoy healthy outdoor activity, and meet increasing demand for
locally grown products; and

WHEREAS, The vitality of the Kachemak Bay’s private sector and the food security of
local residents depends significantly on the scientific services that the public sector has
reliably provided, which has been essential for sustainably managing our marine resources
and for monitoring ocean conditions to assure safe travel; and

WHEREAS, The Alaska Maritime National Wildlife Refuge within the Department of
Interior’s U.S. Fish and Wildlife Service is headquartered in Homer and employees of this
refuge are contributing members of Homer’s community and economy; and

WHEREAS, The R/V Tiglax, the Alaska Maritime National Wildlife Refuge’s research
vessel which is home-ported in the Homer Harbor, provides an important platform for
research on marine birds and mammals, oceanography, volcanoes, cultural and historic
resources, botany, entomology, genetics, and more; and

WHEREAS, The Alaska Maritime National Wildlife Refuge conducts critical studies on
marine birds in the Gulf of Alaska, North Pacific, Aleutian Islands, Bering Sea, and Chukchi
Sea, including documentation of the widespread common murre die-off and subsequent
colony failure in 2015 and 2016 that may be a harbinger of climate change impacts on marine
resources important to Homer’s maritime economy; and

43 WHEREAS, The Alaska Maritime National Wildlife Refuge sponsors the Kachemak Bay
44 Shorebird Festival during spring shorebird migration each spring, an event that brings
45 hundreds of visitors to Homer to kick off the tourist season and educates diverse groups of
46 people and area schools about the importance of birds and bird habitats to human wellbeing
47 and international connectivity; and

48
49 WHEREAS, The Alaska Maritime National Wildlife Refuge is due to update its
50 comprehensive conservation plan that includes the Alaska portion of the Valor in the Pacific
51 National Monument which adds protections for certain World War II features in the Aleutian
52 Islands; and

53
54 WHEREAS, Lower Cook Inlet is the intersection of two U.S. Fish and Wildlife Service
55 Landscape Conservation Cooperatives, which are self-directed partnerships between federal
56 agencies, states, tribes, and non-governmental organizations, universities, and other entities
57 to collaboratively define science needs and jointly address broad-scale conservation issues;
58 and

59
60 WHEREAS, Homer, Alaska is the home of the Kachemak Bay National Estuarine
61 Research Reserve, a partnership between the National Oceanic and Atmospheric
62 Administration and the University of Alaska Anchorage, and employees of the reserve are
63 contributing members of Homer's community and economy; and

64
65 WHEREAS, The Kachemak Bay National Estuarine Research Reserve monitors and
66 studies oceanography, plankton, salmon, marine invasive species, harmful algal blooms,
67 ocean acidification, and changing species distributions; and

68
69 WHEREAS, The research and monitoring performed by the Kachemak Bay National
70 Estuarine Research Reserve is used by the City of Homer for understanding the threats to
71 coastal communities from our changing marine climate, other agencies for regulatory
72 decision-making, and the public to better understand the ecology of Kachemak Bay; and

73
74 WHEREAS, Kachemak Bay is the home of the Kasitsna Bay Laboratory, in the
75 Department of Commerce's National Oceanic and Atmospheric Administration (National
76 Ocean Service), and operated in partnership with the University of Alaska Fairbanks, and
77 employees of the lab are contributing members of Kachemak Bay's communities and
78 economy; and

79
80 WHEREAS, The Kasitsna Bay Laboratory monitors and studies coastal oceanography
81 and habitats, environmental triggers for harmful algal blooms and paralytic shellfish
82 poisoning events, ocean acidification, and intertidal and benthic ecosystem ecology of
83 Kachemak Bay and lower Cook Inlet; and

84

85 WHEREAS, The Kasitsna Bay Laboratory documented the coastal ecosystem effects of
86 the Pacific warm anomaly, including paralytic shellfish poisoning events and sea star
87 wasting disease in Kachemak Bay, both of which have implications for fishery and shellfish
88 resources important to Homer, Alaska's economy; and

89
90 WHEREAS, The Alaska Maritime National Wildlife Refuge, Kachemak Bay National
91 Estuarine Research Reserve, and Kasitsna Bay Laboratory provide environmental education
92 opportunities to school groups, 60,000 to 70,000 visitors, and interested local individuals
93 about the marine environment of Kachemak Bay and the Gulf of Alaska; and

94
95 WHEREAS, The U.S. Coast Guard Hickory and its crew is home-ported in Homer,
96 Alaska, and performs critical functions such as aids to navigation, search and
97 rescue, maritime law enforcement, marine environmental protection and homeland
98 security; and

99
100 WHEREAS, The U.S. Coast Guard Marine Safety Detachment based in Homer, Alaska,
101 provides marine safety, marine environmental protection, commercial fishing vessel exams,
102 pollution response, facility inspections, port state control, domestic vessel inspections, port
103 waterways and coastal security, and community outreach services; and

104
105 WHEREAS, Kachemak Bay federal, state, and local agencies have been recognized by
106 others as a good example of how good collaboration amongst agencies provides citizens with
107 cost-effective use of public funding, more user-oriented science, and added economic
108 stimulus from visiting scientists.

109
110 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
111 encourages the U.S. Senate and the U.S. House of Representatives to recognize the
112 importance of these federal agencies to the economy of Homer, Alaska and to restore full
113 funding to these critical programs in the fiscal year 2018 budget so that they may continue
114 their long-standing contributions to Kachemak Bay residents and visitors.

115
116 PASSED AND ADOPTED by the Homer City Council, this ____th day of ____, 20__.

117
118
119
120
121 CITY OF HOMER
122
123
124 _____
125 BRYAN ZAK, MAYOR
126

127 ATTEST:

128

129

130

131 _____
MELISSA JACOBSEN, MMC, CITY CLERK

132

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

3 City Manager/
4 Port and Harbor Director

5 **RESOLUTION 17-060**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 ADOPTING THE REVISED PORT AND HARBOR TARIFF 1.

9
10 WHEREAS, the Port and Harbor Tariff 600 is updated annually, it has not had an extensive
11 revision since 1994; and

12
13 WHEREAS, The Port and Harbor staff with the assistance of Jeff Monroe, a Port
14 management consultant, completely revised and updated the Tariff, renaming it Tariff 1; and

15
16 WHEREAS, The Port and Harbor Advisory Commission reviewed the revised tariff at three
17 consecutive meetings, March 22, 2017, April 26, 2017 and May 24, 2017; and

18
19 WHEREAS, At their May 24, 2017 regular meeting the Commission recommended to the
20 Homer City Council to approve and adopt the revised Tariff 1.

21
22 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, adopts the
23 revised Port and Harbor Tariff 1.

24
25 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 12th day of June,
26 2017.

27 CITY OF HOMER

28
29
30 _____
31 BRYAN ZAK, MAYOR

32
33 ATTEST:

34
35
36 _____
37 MELISSA JACOBSEN, MMC, CITY CLERK

38
39 Fiscal Note: N/A



Memorandum17-087

TO: BRYAN ZAK, MAYOR AND HOMER CITY COUNCIL
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER
DATE: JUNE 6, 2017
SUBJECT: HOMER PORT AND HARBOR TARIFF REVISION

BACKGROUND

A Port or Terminal Tariff is defined as a “policy document approved by the governing authority of a Port or Terminal. It is an implied contract established for marine terminals which is designed to include all terms, conditions and rates for all the facilities under the Port management authority. The tariff system was designed to eliminate complex and diversified contracts.” The publishing of the Tariff on our website meets the U.S. Federal Maritime Commission rules for availability. When the FMC reviews a Tariff, they are verifying that the Tariff applies equally to all vessels and cargo handled and does not allow for preferential treatment.

The current Port of Homer Terminal Tariff No. 600 had its last extensive revision in 1994. Since then, annual updates have been added; but the language remained antiquated, difficult to understand and the formatting made it challenging to find information. Staff revised the entire document with the assistance of Jeff Monroe, a Port management consultant from MARPRO Associates. Mr. Monroe has developed many Tariffs throughout the US and Canada. As part of the agreement, he will continue to apprise the Homer Port and Harbor of industry changes that he becomes aware of.

The Port and Harbor Advisory Commission reviewed the proposed new tariff at three consecutive meetings, March 22, 2017, April 26, 2017 and May 24, 2017. They suggested four additional changes that are incorporated below and are in italics. The Commission recommended the adaptation of Tariff 1 at their May 24, 2017 meeting.

The resulting Tariff #1 has been reorganized into 4 sections:

1. All Facilities
2. Pioneer Dock & Deep Water Dock
3. Fish Dock
4. Small Boat Harbor

Changes to the Fees and other updates are outlined below by Section. They are highlighted in red in Tariff.

All Facilities:

Used Oil fee \$3.35/gallon

Used antifreeze disposal \$8.00/gallon

Increase from 15 to 25 gallons for used oil and antifreeze disposal at Ramp 2 and Ramp 8

Oily Water / Bilge Slop \$5.00/gallon delivered in drums

Hot Work Permits	New requirement and form
Failure to pay vehicle parking tickets	\$25.00/month
Aggregate (gravel) wharfage	\$1/ton Fish Dock Ice
Agricultural products (grains, etc.)	\$3.50/ton
Containerized cargo	\$8/ton
Fish Dock Ice Wharfage	\$14.50/ton (was under Freight N.O.S. (Fish Dock))
Hazardous materials wharfage	\$8/per ton / Minimum charge 1 ton
Freight N.O.S. Pioneer & DWD up to 100T	\$7.96/ton
“ “ “ “ up to 1000T	\$6/ton
“ “ “ “ in excess 1000t	\$5/ton
“ “ “ “ in excess 10000T	\$4.50/ton
Boat moved over docks	DELETED
Wood Chip Wharfage	DELETED

Pioneer Dock and Deep Water Dock:

Deep Water Dock Rates	Rates for Docking on the Inside berth of 1/6 of daily rate for up to 4 hours and ½ of daily rate for up to 12 hours have been <u>DELETED</u> .
Dock Security	Section added regarding the Maritime Transportation Security Act and US Coast Guard /Federal Regulations (33CFR part 105)

Fish Dock:

Defined Fish Dock as open access dock with primacy for loading and unloading of fish and delivery of City's ice

Cold Storage Lock 9 (10'x22')	\$920.90/per month
	\$849.60/per month for two consecutive months
	\$778.90/per month for three consecutive months
	\$708.20/per month for nine month season

Graduated Ice Rates	0>100 tons	\$130.90/ton
(Total tons purchased accumulated throughout year & accounts reviewed each Dec. for rate adjustment based on previous year's actual tons of ice purchased.)	101>300 tons	\$128.00/ton
	301>500 tons	\$124.00/ton
	501>700 tons	\$121.00/ton
	701>1000 tons	\$118.00/ton
	Over 1000 tons	\$115.00/ton

Approval for non-fish loading	“Failure to obtain approval for a use other than loading and unloading fish, fish products or fishing gear will result in the imposition of a surcharge of \$30.00 per hour in addition to the regular fee.” <u>DELETED</u>
-------------------------------	---

Ice Plant Bin Storage (Roofed storage bins 16'x12'at west end of ice plant)	\$200/per month, minimum 2 months <u>DELETED</u>
--	--

Small Boat Harbor:

Annual moorage rate	\$44.88 per lineal foot (effective 1/1/17)
Reserve Stalls	Sale or assignment of vessels **explanation below

<i>Stall Wait List</i>	<i>"individual" changed to "applicant" since an entity can sign up</i>
Electricity available on System 5	480v 3 phase has been added
Electricity on System 5 – less than 7 days	Vessels plugged in less than 7 consecutive days will be charged the daily rate
Electricity Charge on System 5	\$28.80 connect/disconnect fee <u>DELETED</u>
Upland Storage Secure Storage	Fenced Rate \$.22/sf
Boat Trailer Storage	\$7.00/foot per month in dedicated area, no boats on trailers stored
Marine Repair Facility	
Upland Dry Dockage use Fee	\$.25 per square foot/per month for vessels not paying moorage
Commercial Fish Grinding Fees	\$30/tote (1,000 lbs.) and \$5/tub (100 lbs.)

**** Explanation on Reserve Stall Sale or Assignment changes**

The change came as a means to adopt policies equally (including corporations); and, to promote economic development by streamlining transition for commercial entities.

The criteria for allowing the transfer of stalls with the sale of the boat are:

- a. Owner in full compliance with the Moorage Agreement.
- b. There has been a change of ownership of an entity, reorganization of an agency, or death of an individual owner.
- c. The nature of the owner’s business or enterprise, if applicable, and the use of the vessel and the stall will remain substantially the same after the transfer or assignment.
- d. Request must be made in writing to the harbormaster no more than 30 days after change in ownership, death or reorganization occurs.

Examples:

1. Big Fish Charters, LLC has a reserve stall and “Big Fish Charters, LLC” appears on the proof of ownership. The State filings for corporation listings (State of Alaska website) shows Joe Martin and Carol Martin as “officials” of the LLC. The LLC is sold to Frank Collins, business & boats. If LLC name of Big Fish Charters, LLC stays the same then the stall can be transferred to Frank Collins even if the names on the filings have changed.
2. Joe Smith has a reserve stall as an individual. If he sells to Jane Fitzsimmons than Jane will have to get on the Stall Wait List and wait for a new issue. There is no entity involved, criteria has not been met.
3. Harry Castle has his pleasure boat under a LLC. If he sells to Tom Selleck then Tom will have to get on the Stall Wait List and wait for a new issue. Tom will not be purchasing Harry’s LLC with the vessel.
4. Joe Smith has a reserve stall as an individual. If he dies, stall can be inherited if notice is given to the harbormaster.

RECOMMENDATION

The Port and Harbor Commission reviewed Tariff No. 1 at three consecutive meetings March 22, 2017, April 26, 2017 and May 24, 2017. During the May 24, 2017 meeting the Commission voted to recommend to the Homer City Council to approve and adopt Tariff No. 1.



PORT OF HOMER ALASKA

TERMINAL TARIFF NO. 1

RATES, CHARGES, RULES, & REGULATIONS

-AT-

MARINE TERMINAL

SECTION I: ALL FACILITIES

SECTION II: PIONEER DOCK & DEEP WATER DOCK

SECTION III: FISH DOCK

SECTION IV: SMALL BOAT HARBOR

Issued by City of Homer

4311 Freight Dock Road, Homer, Alaska 99603

Phone 907.235.3160 Fax 907.235.3152

<http://www.Cityofhomer-ak.gov/port>

Bryan Hawkins, Port Director and Harbormaster

bhawkins@ci.homer.ak.us

EFFECTIVE ____/ ____, 2017 AS AMENDED



AMENDMENTS

DATE

____/____, 2017

PAGE

RULE

Original Issued



TABLE OF CONTENTS

SECTION I: ALL FACILITIES

RULE		PAGE
Rule 1	SCOPE AND APPLICABILITY	1
Rule 2	AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS	2
Rule 3	ABBREVIATIONS AND DEFINITIONS	2
Rule 4	HOURS OF OPERATION AND HOLIDAYS	6
Rule 5	LIABILITY, INDEMNITY, INSURANCE	6
Rule 6	RIGHTS OF THE CITY AND USE OF FACILITIES	7
Rule 7	CARGO	10
Rule 8	HAZARDOUS AND DANGEROUS CARGOES	11
Rule 9	ANCHORING	13
Rule 10	SANITATION, HOT WORK AND VESSEL MAINTENANCE	13
Rule 11	SAFETY	16
Rule 12	VEHICLE PARKING	17
Rule 13	WHARFAGE, DEMURRAGE AND FREE TIME	18
Rule 14	MISCELLANEOUS RULES – Smoking, Property Damage, Defacement, Animals	21
Rule 15	CHARGES – Applications, Rules & Regulations	22
Rule 16	RATES – Labor, Towing, Equip., Special, Sewage, 3 rd Party, Search & Rescue	23

SECTION II: PIONEER DOCK & DEEP WATER DOCK

RULE		PAGE
Rule 17	DOCKS - RULES & REGULATIONS	25
Rule 18	DOCK SECURITY	27
Rule 19	DOCK CONDITIONS OF BERTHING/BERTH REQUESTS	28
Rule 20	DOCK BULK PETROLEUM PRODUCTS	29
Rule 21	DOCK FUELING & BUNKERING AT THE PIONEER & DEEP WATER DOCKS	30
Rule 22	DOCK RATES	31

SECTION III: FISH DOCK

RULE		PAGE
Rule 23	FISH DOCK RULES & REGULATIONS	33
Rule 24	FISH DOCK USE PERMITS	33
Rule 25	FISH DOCK CRANES	34
Rule 26	FISH DOCK RATES	34



SECTION IV: SMALL BOAT HARBOR

RULE		PAGE
Rule 27	SMALL BOAT HARBOR RULES & REGULATIONS	35
Rule 28	SMALL BOAT HARBOR VESSEL MOORAGE	36
Rule 29	RESERVE STALL ASSIGNMENTS	38
Rule 30	SMALL BOAT HARBOR RESERVE STALL WAIT LIST	39
Rule 31	SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES	40
Rule 32	SMALL BOAT HARBOR ELECTRICITY	40
Rule 33	SMALL BOAT HARBOR TIDAL GRIDS	41
Rule 34	SMALL BOAT HARBOR PUBLIC LAUNCH RAMP	42
Rule 35	UPLAND STORAGE	42
Rule 36	BOAT TRAILER STORAGE	43
Rule 37	BEACHES AND BARGE RAMP	43
Rule 38	MARINE REPAIR FACILITY	44
Rule 39	FISH DISPOSAL / GRINDING / FEES	45



SECTION I

All Facilities

Rules & Regulations

RULE 1 – SCOPE AND APPLICABILITY

1.01. SCOPE – The Port of Homer is operated by the City of Homer; a municipal entity of the State of Alaska. The intent of the Tariff is to specify rates, charges, rules and regulations for users of the facilities owned by the City of Homer. The Tariff specifies charges and associated requirements for authorized parties using or accessing the marine terminal facility.

1.02. APPLICABILITY – The rules, regulations, conditions commodity rates and/or charges set forth in this schedule apply to or from the following facilities:

- a. Port of Homer Docks –Deep Water Dock and Pioneer Dock
- b. Homer Harbor Fish Dock
- c. Homer Small Boat Harbor

1.03. COMPLIANCE – Use of the City docks and Terminal facilities shall be deemed acceptance of this Tariff and the terms and conditions named herein. The Port reserves the right to revoke or deny access to the Port of Homer, or any other facility operated by the Port, or any person or company who violates these Rules and Regulations. Use of City docks and Terminal facilities and the acceptance of services shall comply with any additional Conditions of Berthing set forth in any subsection contained herein.

1.04. FMC COMPLIANCE – This Tariff is published and complaint with the Federal Maritime Commission Tariff Requirements as required by law and is; therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged.

1.05. MUNICIPAL ORDINANCES – In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using City of Homer facilities should consult and be aware that the City of Homer Code of Ordinances, including but not limited to Chapter 5 (Health and Public Safety), Chapter 21 (Zoning and Planning) and Chapter 10 (Port and Harbor), all as amended, apply and govern where not specifically provided otherwise in this Tariff.

1.06. AREA OF OPERATIONAL APPLICABILITY – Rates, charges, rules and regulations provided in this Tariff shall apply to persons and vessels for the use of designated terminal facilities under jurisdictional control of the City of Homer and located within the Harbor bounded by the City of Homer with the Small Boat Harbor entrance located at latitude 59 36'15" N and longitude 151 24'48" W, and specifically to docks, appurtenant structures thereto, and waterways managed and owned by the City of Homer. Special terms and conditions exist for the dock operations by the State of Alaska, Alaska Marine Highway System, for operations of the State Ferry System on the Pioneer Dock.



1.07. FACILITY APPLICABILITY – Rates, charges, rules and regulations named in this Tariff and any additions, revisions, or supplements thereto shall apply to all vessels or users and to all freight received at facilities subject to the Tariff on and after the effective date of revisions, or supplements thereto. Unless otherwise specified, all transit freight received at the Terminal and undelivered prior to effective dates of Tariff, revisions, or supplements thereto shall be charged the rates in effect on the date such freight was received until entire lot or shipment has been withdrawn.

1.08. CONTACT AND COMPLAINTS – Contact, requests and complaints may be made by any shipper, user, vessel, or vessel agent or other interested parties through the Harbormaster, 4311 Freight Dock Road, Homer, Alaska, 99603, or by facsimile, number (907) 235-3152 or by email port@ci.homer.ak.us. Requests and complaints must be in writing.

RULE 2 – AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS

2.01. SUPPLEMENTAL RULES AND REGULATIONS – The provisions, rules and regulations in this Tariff may be supplemented by other rules and regulations in conformance with Federal, State and City of Homer requirements under a separate document. Such Rules and Regulations shall constitute an agreement by terminal users to comply with all Rules and Regulations of the Port as specified and shall apply to all terminal(s) users in the same manner as the Tariff. Authority is granted under this Tariff to the Harbormaster to establish and revise those rules as appropriate.

2.02. SEPARATE CONTRACTS – The Port reserves the right to execute supplemental or separate contracts outside of this Tariff, as approved by the City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures as well as Alaska Statutes and local law. Such contracts shall be consistent with the provisions of this Tariff. However, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff to the extent permitted by law.

2.03. RESERVATION OF AGREEMENT RIGHTS – Right is reserved by the City of Homer to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services providing such agreements are consistent with existing Local, State and Federal law governing the civil and business relations of all parties concerned.

RULE 3 – ABBREVIATIONS AND DEFINITIONS

The following abbreviations and definitions shall apply in this Tariff.

3.01. ABBREVIATIONS

\$	U.S. Currency
%	Per Cent
A.M.	Before Noon
Bbl.	Barrel
C.T.	Cubic Ton
Cu. Ft.	Cubic Feet



F	Degrees Fahrenheit
FMC	Federal Maritime Commission
Gals.	U.S. Gallons
GRT	Gross Register Ton
LCL	Less than container load
LBS	Pounds
LOA	Length over all
M.B.M.	1,000 feet Board Measure
N.O.S.	Not otherwise specified
NRT	Net Registered Ton
P.M.	After Noon
S.T.	Weight by short ton (2,000 lbs)
Sq. Ft.	Square foot/feet
U.S.	United States of America
W/M	Weight ton (2,000 lbs)

3.02. DEFINITIONS

- a. BARREL – For the purposes of this Tariff, quantity measure for a barrel shall be 42 gallons per barrel of bulk petroleum products corrected to 60 F. net or 376 lbs. per barrel of bulk cement.
- b. BEAM – For the purpose of this Tariff, “beam” means greatest width of the vessel, including booms, spars, gins, or any affixed extensions.
- c. BOARD MEASURE – A board foot is equal to a piece of wood 12 inches long x 12 inches wide and 1 inch thick, or 144 cubic inches. Board measure shall be calculated as per 1,000 feet of lumber, rough or processed.
- d. CARGO – Merchandise or goods accepted for transportation, including commodities that are transported in commercial enterprise, either domestic or international trade, by a common carrier.
- e. CURRENCY – all rates shall be in United States Dollars (\$USD).
- f. DEMURRAGE – A fee assessed to cargo stored or remaining on site after it has been discharged or beyond free period by a vessel which is applied to cargo not covered under ground leases.
- g. DERELICT – For the purpose of this Tariff, and to the extent consistent with State of Alaska law, “derelict” means any vessel moored or otherwise located within the boundaries of the Homer Harbor including all City owned tidelands and uplands which is forsaken, abandoned, deserted or cast away, or which by appearance gives perception of being in an unsound condition as determined by Harbormaster.



- h. DOCKAGE – The term dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.
- i. DOCKS – The Homer City docks include the Deep Water Dock, the Pioneer Dock and the Fish Dock.
- j. FLOAT; FLOAT SYSTEM – Those portions of the Homer small boat harbor that rise and fall with the tide including the stalls, transient moorings, pilings, ramps, gangways, ladders, and utility connections.
- k. FREE TIME – The specific period during which cargo may occupy space assigned to it on terminal property free of wharfage, demurrage or terminal storage charges immediately prior to the movement of such cargo on or off the vessel.
- l. HARBORMASTER – The senior manager, or his/her representative/designee, as designated by the City of Homer, to manage the marine terminal Port and Harbor facilities under the control of the City of Homer. The Harbormaster also serves as the City’s Port Director.
- m. HOMER HARBOR – For the purpose of this Tariff, “Homer Harbor” shall mean all salt water or tide water lying within the boundaries of the City, including that area known as the Small Boat Harbor.
- n. LENGTH – For the purpose of this Tariff, “length” means the longest overall length (LOA) as measured from the furthestmost forward position including booms, spars, gins or any fixed extensions, to the further most after portion of the vessel including the booms, spars, gins or any fixed extensions.
- o. MEASUREMENT TON – The measurement of one (1) ton is 40 cubic feet (CFT).
- p. OPERATOR – For the purpose of this Tariff, “operator” means any lessee of a vessel, and Master or Captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship with the owner.
- q. OWNER – For the purpose of this Tariff, “owner” means the individual, LLC, or legal partnership or corporation holding legal title to the vessel and the individual, LLC, legal partnership or corporation representing or holding his, her, or itself out to be the owner of the vessel when there is a dispute regarding title.
- r. PASSENGER FEE – A passenger fee shall be defined as a fee charged for a passenger embarking, debarking or landing aboard a passenger vessel for hire at the Port of Homer.
- s. POINT OF REST STAGING AREA – “Point of Rest Staging Area” is defined as that area on the Terminal facility which is assigned for the receipt of inbound cargo from the vessel and



- which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
- t. PORT OF HOMER – The Port of Homer or Port shall mean all marine facilities including controlled berths and associated waterways, as well as associated facilities under the control of the City of Homer, Alaska.
 - u. REGISTRATION – “Registration” means completing a moorage or use agreement with all necessary information concerning the vessel and vessel owner.
 - v. RESERVED MOORING – “Reserved Mooring” means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.
 - w. SMALL BOAT HARBOR – “Small Boat Harbor” means that area of water protected by breakwaters constructed by the Federal government and the Harbor basin created within, including docks, floats, berths, tidal grids and other mooring facilities owned and operated by the City.
 - x. STALL – Berthing location within the float system of the Homer Small Boat Harbor. A stall does not include the float or finger of the float; only the mooring space between or adjacent to it.
 - y. TERMINAL FACILITIES – Include the Deep Water Dock and the Pioneer (Ferry) Dock, Fish dock and small boat harbor, commercial barge ramps, recreational load and launch ramp, wood and steel tidal grids, wharves, piers, bulkheads, sea walls, associated equipment, offices, warehouses, storage space, roads, paved areas, uplands, beaches and shorelines under the management, ownership and control of the City of Homer, Port and Harbor including the tidelands within the boundaries of the City of Homer. Any reference to “Terminal Facilities” in this Tariff is for reference only.
 - z. TONNAGE – the value one (1) ton shall be 2,000 pounds (LBS) of weight.
 - aa. TRANSIENT – “Transient” means any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
 - bb. VESSEL – Whenever reference is made to a “vessel” in the Tariff, the term shall mean any boat, motor boat, ship, aircraft when waterborne, boathouse, floats, scows, rafts, pile drivers, or any floating structure or object used for recreational, commercial or any other purpose upon waterways.



- cc. WATERWAY – “Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.
- dd. WHARFAGE – A charge assessed against all cargo and other materials such as fuel, stores or equipment, passing or conveyed over, onto, or under piers or between vessels (to or from barge, lighter, or water) when berthed in a pier or when moored in a slip adjacent to the pier. Wharfage is solely the charge for use of pier for the purpose of moving cargo or materials and does not include charges for any other service such as dockage.

RULE 4 – HOURS OF OPERATION AND HOLIDAYS

4.01. HOURS OF OPERATION – The Port of Homer marine facilities are available for use 24 hours a day, 7 days per week and are open all year. Homer harbor officers are on duty 24 hours a day, 7 days per week. They can be contacted by phone 907 235-3160 or hailed on Channel 16 on VHF radio.

4.02. HOLIDAYS – Whenever in this Tariff reference is made to holidays the following are included:

- | | |
|------------------------|---|
| New Year’s Day | Washington’s Birthday (President’s Day) |
| Seward’s Day | Memorial Day |
| Independence Day | Labor Day |
| Alaska Day | Veteran’s Day |
| Thanksgiving Day | Christmas Day |
| Day after Thanksgiving | |

RULE 5 – LIABILITY, INDEMNITY, INSURANCE

5.01. LIABILITY – The City of Homer, its Port personnel, its employees and agents, are not responsible for loss or damage caused by fire, frost, heat, dampness leakage, weather damage, evaporation, natural shrinkage, waste, insects, decayed and live animals, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant protection systems, breakage of plant or machinery or equipment, or by floats, logs, piling or camel logs required in breasting vessels away from wharf.

5.02. LARBOR ACTIONS OF CIVIL UNREST – The City of Homer is not responsible for any loss, damage, delays, costs or from any consequences as a result of civil unrest, shortage of or action by labor, riots or strikes of any persons in their employ or in the service of others.

5.03. INDEMNITY – Users of the City of Homer’s Port facilities including vessels and crews, vessel owners and its agents or instruments, shippers or consignees, and shore personnel shall indemnify and hold harmless the City against any and all claims arising from any breach or default in performance of any obligation to such parties to be performed under the terms of this Tariff or arising from any act or omission of said parties for all costs, attorneys’ fees, expenses and liabilities incurred in the defense of



any such claims, action or proceeding brought against the City of Homer except for those caused by the City's own negligence.

5.04. LIMITS OF LIABILITY – No provisions contained in this Tariff shall limit or relieve the Port of Homer from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the Port of Homer from liability for its own negligence.

5.05. INSURANCE – Rates named in the Tariff do not include insurance of any kind. The City of Homer shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of use of the City docks or Terminal facilities. Terminal facility users shall comply with any applicable insurance requirements included in the Homer City Code or Alaska Statutes.

5.06. ADDITIONAL INSURANCE – The City reserves the right to request additional insurance coverage by users of the Port's facilities or to be named additional insured at the discretion of the City. The City may request any additional insurance as deemed appropriate for port activities. For vessels that may be hazardous or become a menace to other vessels, their occupants, City facilities, the Harbormaster or City Manager may require an operator or owner of a vessel to furnish evidence that there is currently in effect liability insurance in an amount satisfactory to the City. The vessel's owner or agent shall file a certificate of insurance or other satisfactory evidence signed by an agent or officer of the insurance company and stating the effectiveness and expiration date.

RULE 6 – RIGHTS OF THE CITY AND USE OF FACILITIES

6.01. NO LIMITS TO CITY AUTHORITY – Nothing in this Tariff shall limit the general authority of the City of Homer.

6.02. NON-CONFORMANCE – Persons found NOT in full conformance with state, federal, and local laws and regulations can be barred from the facility.

6.03. CAPACITY OF FACILITIES – The Port does not obligate itself to provide vessel berthing, storage, equipment, labor, or other form of service beyond the reasonable capacity of its facilities.

6.04. ARRANGEMENTS FOR USE OF FACILITIES – Arrangements must be made in advance for the handling or storage of cargo or equipment; otherwise the Port retains the right to decline such business.

6.05. CONSENT OF USERS – The entry upon or use of the facilities under the jurisdiction of the Port shall constitute a consent to the terms and conditions of this Tariff, as well as an agreement on the part of all vessels, their owners or agents and other users of such facilities to pay all charges specified in the Tariff and be governed by all rules and regulations of the Port.

6.06. COOPERATION – All authorized representatives or agents of businesses or organizations shall so conduct and carry on their business at the Port as to maintain a cooperative relationship with others engaged in authorized business at the Port. Said persons shall not engage in open and public disputes,



disagreements, or conflicts tending to deteriorate the quality of service or be incompatible to the best interest of the Port, the workers at the Terminal or the Port's customers.

6.07. REVIEW AND APPEAL – Reviews of violations under these Rules and Regulations shall take place within one (1) week of the violation with the Harbormaster and the party committing the violation or as otherwise provided in the Homer City Code. Repeated violations will result in the loss of privilege to provide services in any Terminal facility. This loss of privilege, and the duration, will be determined by the Harbormaster whose decision shall be final.

6.08. RIGHT OF REMOVAL – The Harbormaster shall at all times have the right to move or rearrange any vessel or cargo from its present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

6.09. RIGHT OF REFUSAL – The City shall at all times have the right to refuse the use of any City dock, terminal or harbor facility by any person, equipment, materials or vessel and may remove any vessel, person or cargo at any time from any City dock, terminal, harbor facility, or City property. This right shall be reserved at all times to the City without responsibility for demurrage, loss or damage when:

- a. Previous arrangements for berthing, space, receiving or unloading have not been made with the Harbormaster; or
- b. The vessel is unsafe or hazardous and may pose risk to life or property; or
- c. The value of the vessel, in the opinion of the Harbormaster is less than the probable service charges and other charges to its use of the City dock or terminal, or harbor facility; or
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances, prevailing or likely to occur, will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary services to the public. The decision of the Harbormaster in the event of dispute shall be final.

6.010. VESSELS POSING A HAZARD – The City of Homer reserves the right to deny use of its Port facilities to any vessel that may prove to be, or may potentially be, a hazard to the City's property or users. The City reserves the right to order a vessel to move, or remove any such vessels that may pose a hazard to its property or other users at its discretion and at the cost of the owner or operator. If in such removal, a vessel causes damage to any Port facilities, the vessel shall be held fully responsible for repair of such damages.

6.011. RIGHT TO SCHEDULE VESSELS AND CARGO – The Harbormaster shall at all times have the right to schedule access to any harbor or port facility by any person or vessel but may manage any harbor or port facility on a first come, first serve basis.

6.012. VESSEL REQUIRED USING BERTH ASSIGNED – All vessels are required to use the berth or mooring assigned. Assignments of berth are not transferable. In the event of failure to use berths as and when assigned, the Port reserves the right to use such unoccupied berth for other purposes.



6.013. DAMAGE – Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of improper handling of cargo on site or overweight or improperly stowed cargo, without regard as to whether such omissions are intentional or accidental.

6.014. VESSELS TRANSITING TO/FROM BERTHS – Vessels approaching or departing from berths when passing in and out of Federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

6.015. PERSONAL RISK – Persons entering upon or using Port facilities do so at their own risk.

6.016. OWNER’S RISK – All of the following shall be at the owner’s risk except for those damages caused by the City’s own negligence:

- a. Glass, liquids and fragile articles will be accepted only at owner’s risk for breakage, leakage or chafing;
- b. Freight on open ground is at owner’s risk for loss or damage;
- c. Freight subject to freezing will be accepted only at owner’s risk; and
- d. All water craft, moored in the Harbor or berthed at Port facilities, or on beach or uplands are at owner’s risk for loss or damage. This includes vessels, if and when permitted by the Harbormaster or his authorized agent moored alongside of vessels;
- e. Property of any kind including vehicles not owned by the City but on City property is at owner’s risk for loss or damage.

6.017. RIGHT TO REMOVE AND DISPOSE OF NUISANCES – The City retains the right to abate and remove nuisances including vessels which are derelicts, unfit, unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance. The provisions of Homer City Code 10.04.130, governs the declaration and abatement of nuisances including vessels, refuse and debris.

6.018. IMPOUNDMENT OF VESSELS FOR VIOLATIONS – The Harbormaster is authorized to impound any vessel in Homer Harbor, or at the terminal and dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff. The Harbormaster may also impound a vessel whose owner or operator has not paid harbor fees or any vessel which is unsafe and whose owner or operator has failed to remove it after notice. The Harbormaster may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel. The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal. The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

RULE 7 – CARGO



7.01. LAY-DOWN AREAS – Cargo may not be placed on City docks or Terminal facilities except in designated laydown areas. All cargo is expected to vacate City docks, and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Harbormaster.

7.02. DESIGNATED LAY-DOWN AREAS – The Harbormaster shall designate laydown areas for cargo and shall have the discretion to refuse all cargo activities and/or laydown, either in-bound or out-bound.

7.03. REMOVAL OF CARGO OR OTHER EQUIPMENT OR GEAR NOT PLACED IN LAY-DOWN AREAS – Cargo, freight, equipment or other gear not placed in designated laydown area must be immediately removed from a City dock or Terminal facility upon order of the Harbormaster. A vessel, shipper or consignee who refuses to move any material on demand will be assessed wharf demurrage at five times its applicable rate, starting at the time the vessel, shipper or consignee is notified to move the cargo. In addition, the Harbormaster may, in his discretion move cargo or freight. Any expense or damages, including damage to cargo, freight, equipment or gear during such movement, are the responsibility of the vessel, shipper or consignee.

7.04. RIGHT TO REFUSE CARGO – In his discretion the Harbormaster shall at all times have the right to refuse to accept, receive or unload, or to permit a vessel to discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling have not been made with the Harbormaster by shipper, consignee or vessel.
- b. Cargo not suitably packed for safe transportation.
- c. Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, that is offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including 49 C.F.R. Parts 171-179).
- d. Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, which may be less in value than the probable service charges and other charges related to it.
- e. Cargo during periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances prevailing or likely to occur will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary service to the public.

7.05. CARGO BEYOND FREE TIME – Any cargo remaining on City dock, terminal, or harbor facilities after expiration of any free time, may be removed to public warehouses, and all expenses of removal and risk of loss or damage shall be charged to the account of the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

7.06. UNPAID FREIGHT CHARGES – Freight on which unpaid terminal, dock or harbor charges have accrued may be sold to satisfy such charges and costs; provided, such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or



private sale without advertising; provided owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed and reasonable time.

RULE 8 – HAZARDOUS AND DANGEROUS CARGOES

8.01. HAZMAT OR DANGEROUS SHIPMENTS – Shipments of dangerous and hazardous cargoes moving via marine terminals of the Port must be accompanied by all required information including handling instructions. Shipments must be documented, marked, labeled, and/or placarded according to the US Department of Transportation (DOT) and other applicable Federal, State and City Regulations, as well as the International HAZCOM regulations. Shippers of dangerous articles are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Harbormaster before such cargo shall be received on or transferred at the Terminal.

8.02. PERMIT REQUIRED – It shall be unlawful for any person, vessel, or firm, to handle, transport, load, discharge or store any hazardous materials or dangerous cargo, on any vessel, lighter, barge or other conveyance at any dock, wharf, bulkhead area or in any shed or storage area on Port property unless a permit has been obtained from the Coast Guard Marine Safety Division and also signed by the Harbormaster. Such materials are handled, stored, or transported according to Federal, State, and Local governmental law.

8.03. EXPLOSIVES – The Harbormaster upon pre-approval by the City of an approved location shall allow the acceptance, handling or storage of explosives within the confines of the Port but not in the Homer Small Boat Harbor. Class 1 (explosive) hazardous cargoes may not remain on the Port property beyond what is necessary to transfer the cargo to or from the vessel unless preapproved by the Harbormaster.

8.04. RIGHT TO REMOVE, TRANSFER OR WAREHOUSE HAZARDOUS OR DANGEROUS CARGO – The Harbormaster shall at all times have the right to remove hazardous or offensive cargo, which by its nature, is liable to damage other cargo or City docks, terminal or harbor facilities. The cargo may be removed from its present location on City property with all expenses, including labor, and risk of loss or damage to be charged to the account of the owner, shipper, or consignee.

8.05. HAZARDOUS VESSELS OR VESSELS WITH HAZARDOUS CARGO – The Harbormaster shall at all times have the right to immediately remove or direct to be removed any hazardous or offensive vessel, any vessel containing hazardous cargo, any vessel containing cargo, which by its nature, is liable to damage other vessels from the Harbor or Port facilities. The vessel may be removed from its present location to any other location at the expense and liability of the owner, shipper, vessel or consignee.

8.06. HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT – Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Harbormaster and previous arrangement (at least 12



hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

8.07. HAZMAT SHIPMENTS – Hazardous and dangerous cargoes which are permitted to enter Port of Homer facilities must be prepared for shipment in accordance with the applicable US Department of Transportation regulations contained within 49 CFR 100-199. All shipping documents required by 49 CFR for the shipment of hazardous and dangerous cargoes must be submitted to the Harbormaster prior to the cargo’s arrival.

8.08. HAZMAT STORAGE – Temporary storage and/or shipment through the Port of Homer of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material requires a minimum 14 day advance request for a permit, in compliance with the “Interim Policy for the Port and City of Homer concerning notification by hazardous waste carriers and/or generators, municipal review and public notification.”

8.09. DISCHARGE PROHIBITED – No person shall throw or discharge any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products into the water or uplands of the Homer Harbor and/or on Terminal facilities.

8.010. STORAGE – All hazardous and dangerous cargoes stored at Port of Homer facilities must be placed in designated areas which conform to regulations as prescribed in “Handling of Explosives or other Dangerous Cargoes within or Contiguous to Waterfront Facilities” (33 CFR 126) and the applicable Uniform Fire Code.

8.011. STORAGE DRUMS – Drums or any other type of container (full, partly full or empty) which has been used for the storage or transportation of hazardous materials, dangerous cargo or petroleum products shall not be allowed to remain within the Port area after sunset of the day received without securing permission from the Harbormaster. Storage on water or land of such materials must be secured in approved containers, properly labeled, and stored in a manner to preclude any accidental or intentional release into the waters of the Harbor. Storage of such materials must comply with Federal, State, Port and Local governmental rules and regulations.

8.012. WATCHMEN – Vessels may be required to employ special watchmen at their expense to keep vigil over any dangerous cargo on the Terminal facility in order to protect property against fire or other hazards until the condition is eliminated. Furthermore, vessels on docks with said cargo will not be left unattended.

8.013. RIGHT OF REFUSAL – The Harbormaster is authorized to refuse permission to any person, vessel or firm transporting hazardous materials or other dangerous cargo to berth at any dock, wharf, bulkhead area or alongside any transit shed; or to store such materials at any dock, wharf, bulkhead area or in any transit shed on Port property.



8.014. MOVEMENT OF HAZMAT CARGO BY DIRECTION – The Harbormaster may, at any time, cause any hazardous materials or dangerous cargoes to be removed at the sole expense of the vessel, cargo owner or assignee.

RULE 9 – ANCHORING

9.01. UNAUTHORIZED ANCHORING – Unauthorized anchoring in open areas in or adjacent to the City of Homer’s Port and Harbor facilities (Terminal) is prohibited.

9.02. ANCHORAGE MANNING REQUIREMENT – All vessels in the City of Homer’s Port and Harbor facilities (Terminal) including Tidelands outside the harbor must be manned at all times and the vessel’s position monitored on a regular basis to insure that vessel anchors are not dragging and must comply with Coast Guard lighting requirements.

RULE 10 – SANITATION, HOT WORK AND VESSEL MAINTENANCE

10.01. GENERAL PROVISIONS – All users of City docks, Terminal and Harbor facilities shall exercise due care for the protection of life, property and the public from injury or damage. Additional safety and sanitation rules applicable to docks and terminals should be consulted including the Ordinances of the City of Homer stated in Homer City Code, Chapter 5.06, (Nuclear Free Zone Which Includes Harbor Facilities), Chapter 5.08 (Garbage and Solid Waste Disposal), Chapter 5.16 (Public Nuisances), Chapter 5.20 (Fire Prevention and Explosives), and Title 10 (Port and Harbor).

10.02. SANITATION – All sanitation laws, regulations and policies of the City of Homer, Homer Harbor’s Facility Security Plan, the Kenai Peninsula Borough, the State of Alaska, the United States Coast Guard and the United States Department of Homeland Security, including those adopted by international treaty, apply to City docks, Terminal or Harbor facilities. All users, including shippers, vessels, and consignees are hereby warned that the party or parties responsible for infractions of such laws, regulations or policies will be subject to and responsible for any penalties that may result from their violation of those laws, regulations and policies.

10.03. RESPONSIBILITY FOR HOUSEKEEPING – Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Harbormaster. It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks, and/or debris of any kind or type whatever into the water under the jurisdiction of the City of Homer Port and Harbor. Deposit of fish carcasses, including heads, bones or viscera from fishing activities is authorized only at designated locations.

10.04. MATERIAL IN WATER – Persons using City facilities shall not permit material of any type from entering the water. All persons are subject to the provisions of Homer City code and the Federal Clean Water Act.



10.05. DISCHARGE OF OIL OR REFUSE – It shall be unlawful for any person to pump, discharge, deposit or allow any oil, spirits, inflammable liquids, coal tar, refuse, residuary product of coal, petroleum, asphalt, bitumen, carbonaceous material or substance, any related product or compound, any bilge water containing any of these materials or substances into the waters of the Harbor.

10.06. USED OIL AND PETROLEUM PRODUCTS DISPOSAL – All used oil and petroleum products must be properly disposed of by the vessel/owner. The City of Homer provides disposal for used oil, antifreeze, oil filters, batteries, and oil absorbents at two locations at the harbor, Ramp 2 and 8. ~~The disposal containers are for vessels that are currently moored in the small boat harbor and for small quantities of fluids. Fifteen (15) Twenty Five (25) gallons or less for oil and fifteen (15) Twenty Five (25) gallons or less for antifreeze.~~ Vessels stored in any privately owned storage yards are not allowed to dispose of their waste materials at the Homer harbor. Likewise for home owners, area businesses or other related vessel industry.

Harbor patrons who have quantities larger than ~~fifteen (15) Twenty five (25)~~ gallons of used oil to dispose of should contact the harbor office for options. Clean used oil (meaning not contaminated with water, solvents, soaps, or other) is of value to local businesses that burn it for heating large buildings. Contact the harbor office for a list of businesses that will be willing to accept the clean oil for free.

Disposal of more than ~~fifteen (15) Twenty Five (25)~~ gallons of used oil or antifreeze or any amount of oily water in one calendar day may be done by appointment with Port Maintenance.

Fees:

- Oil \$3.35/gallon
- Used Antifreeze \$8.00/gallon
- Oily Water/Bilge Slop \$5.00/gal delivered in drums

Ships moored at either the Pioneer or Deep Water Dock need to contact the harbor office and make arrangements for disposal of used oil or other hazardous materials.

There shall be no storage, even of a temporary nature, of used oil or petroleum products on City docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of used oil in an inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor and/or penalized according to the provisions of Federal, State and Local law-

10.07. OVERBOARD DISCHARGE – Pumping untreated sewage into the waters of the Harbor is strictly prohibited by Federal and State law. The discharge of gray water, dirty ballast or other fluids deemed inappropriate by the Harbormaster while berthed at Port facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under US Federal Standards is permitted under the authority of the Harbormaster whose determination shall be final. Discharge of fluids overboard does not apply to cooling water but does apply to the cleaning of decks and anchors/chain when in the sole discretion of the Harbormaster, it impacts Terminal property.



10.08. TRASH – The disposal of trash into the water is prohibited.

10.09. CLEANING OF OPERATIONAL AREAS – All authorized cargo handling entities and permit holders are responsible to clean up wharves, docks, and assigned premises used by them, in their operation, within twenty-four (24) hours after completion of a cargo operation, and within six (6) hours after completion of a cruise ship operation

10.010. TRASH AND OTHER MATERIALS – Trash, rubbish, refuse or other material must be removed from any property controlled by the Port. This includes floats in the harbor. Storing materials on the floats is prohibited due to public access. Materials may be removed by the Harbormaster at any time with all expenses of removal and liability assigned to the person or the vessel that last used the facility. This includes the owner, shipper, consignee or other responsible party as may appear on moorage agreements, shipping documents, manifests, or other sources. Material removed by the Port will be removed at the expense of the party responsible.

10.011. ABANDONED CARGO – The vessel shall bear the expense of removing from piers abandoned cargo, such as damaged or unaccepted goods, and shall be responsible for payment of wharfage, storage and other accrued charges on such cargo.

10.012. UTILITY SERVICES – No person shall tap, connect, disconnect, or interfere with any water outlet, water pipe, water connection, telephone equipment, as well as electrical devices of any kind on docks or in stalls maintained or operated by the City in the Homer Port or Small Boat Harbor without first having obtained the permission of the Harbormaster; or to interfere with or tamper with any wharf, float, gangway, ramp, or any other facility operated by the City.

10.013. HARBOR EQUIPMENT – No person shall use or disturb any port or harbor equipment or facilities; except fire extinguishers in a fire emergency and harbor carts. City provided harbor carts are for use on the floats carts should be returned to floats after each use.

10.014. HOT WORK – Hot work is any operation involving oxyacetylene or electric welding, burning, cutting, open flame or other heat producing activities. Hot work is prohibited on any Marine Terminal or vessel moored thereto unless it is approved by the Harbormaster and it is in compliance with all Federal, State, Port and Local governmental rules and regulations.

10.015. HOTWORK PERMIT – Hot Work permit must be completed and approved by the Harbormaster prior to the start of any approved hot work. This Hot Work –permit shall include the expected start date, time and expected duration of the hot work.

10.016. PROHIBITION – Hot work is prohibited at any time, on the marine facilities, during the movement or transfer of dangerous cargoes or petroleum products.



10.017. COMPLIANCE – All hot work shall be conducted in accordance with the Rules and Regulations established by the Port and fire safety standards.

10.018. FIRE EXTINGUISHER REQUIREMENTS – Fire extinguishers in operating condition must be readily available on or immediately adjacent to all welding, cutting, or open flame equipment being used on vessels. Fire extinguishers in operating condition must be readily available on all machines, cranes, and welders used on the docks or within the Terminal.

RULE 11 – SAFETY

11.01. COMPLIANCE – All safety regulations as established by the Harbormaster, City of Homer, State of Alaska and Federal agencies shall be complied with at all times.

11.02. PERSONAL SAFETY EQUIPMENT – Personal safety equipment is required to be used at all times by Terminal staff, contract labor, truck drivers and vessel crews in open Terminal areas. This shall include an appropriate floatation work vests or coats, hard hats, hearing protection, steel toed shoes, high visibility safety vests, life jackets, and clothing offering full body coverage, respirators, gloves or other equipment.

11.03. DEFECTIVE OR UNSAFE PROPERTY – Whenever any wharf, wharf premise, property or any portion located in the Port of Homer is in such defective or damaged condition as to be unsafe or dangerous to persons or property, it shall be the duty of the owner, agent or person in charge to immediately advise the Harbormaster of said damage or dangerous condition. No person shall interfere with, remove or disturb in any manner any warnings, fences or other barriers which have been erected or set in place as protection or warnings against a dangerous condition.

11.04. FIRE EXTINGUISHERS – Hand held fire extinguishers are provided by the City and are located on all harbor floats, docks and the load and launch ramp. Any use of City fire extinguishers must immediately be reported to the Harbormaster.

11.05. STOVES, FIRES & EQUIPMENT – No person shall leave a stove or other heating equipment in unattended operation on a vessel moored or docked on the harbor facilities unless such equipment has been certified as safe for such unattended use. No person shall leave any vessel unattended while fire or open flame is burning or is present.

RULE 12 – VEHICLE PARKING

12.01. VEHICLE ACCESS LIMITED ON DOCKS – It shall be unlawful for any person to operate any vehicle within the Port area except for the purpose of loading or discharging freight or passengers, or while actually engaged in the performance of necessary duties which require the presence of such vehicle on Port property. Any vehicle shall be under the constant attendance of the operator and subject to the rules in this Tariff. It shall be the duty of such operator to immediately remove such vehicle from the



wharf or pier upon the completion of the transaction of necessary business. The Harbormaster has the authority to remove any vehicle in violation of this rule at the sole expense of the owner and may be refused further access to any Port property at the discretion of the Harbormaster.

12.02. STORAGE OF VEHICLES – It shall be unlawful for any motor vehicle to be stored on any wharf unless such vehicle shall first have been drained of all gasoline or other liquid petroleum products, except at such places as the Harbormaster may designate.

12.03. VEHICLE WARNING LIGHTS/ALARMS – Maintenance or vehicles working on piers or in Terminal yards, when moving or stationary, in working areas shall display an operating overhead warning light. All maintenance vehicles shall be equipped with backup alarms.

12.04. VEHICLE ACCESS TO VESSEL – Access to a berthed vessel by taxi, van, bus or other vehicle shall not be granted by the vessel without permission of the Harbormaster or designee.

12.05. SPEED LIMIT ON PORT PROPERTY – Any person operating a vehicle on any wharf area, within any transit shed, warehouse, marine terminal area, or in any other area where cargo is handled, shall not operate at a greater rate of speed than ten (10) miles per hour, unless otherwise posted. During cargo handling or other operations, no person shall operate a vehicle at such speed or in any manner so as to endanger life, limb or property.

12.06. PARKING OF VEHICLES – It shall be unlawful for any person to leave or park a vehicle upon any portion of any City property outside of designated parking areas or without the permission of the Harbormaster. The Harbormaster shall erect and maintain appropriate signage giving notice that no parking is allowed in restricted areas. Parking of motor vehicles, other than motor vehicles that are cargo, shall be permitted only in those areas designated for such parking. Vehicles are only permitted on wharf areas with the permission of the Harbormaster.

12.07. PARKING LIMITS – Parking of motor vehicles in areas designated for parking shall be for the time limits specified and posted for those areas. The parking of motor vehicles in areas in which parking is prohibited or the parking of motor vehicles in areas designated for parking beyond the time limits specified are subject to ticketing and towing or impound in accordance with applicable law.

12.08. PARKING FEES (SHORT TERM) – Parking fees are to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day). Parking fee is \$5 per calendar day. Posted parking time limits will be established and enforced as per Homer City Code.

12.09. LONG TERM PARKING PERMITS – Vehicles over 20' are not eligible for long term parking permits.

- a. Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- b. Long Term parking permits required for vehicles 20' or less parked in excess of seven (7) consecutive 24-hour days.



- c. Long Term parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee \$100.00.
- d. Long Term parking annual permit (January 1st through December 31st): fee \$200.00.
- e. Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.
- f. Monthly parking permit for non-commercial vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.
- g. Long term parking will be enforced year around.
- h. Parking lot restrictions for long term parking, May 1 through October 1, as depicted on harbor map (Resolution 11-036(A)).
- i. Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply. Fines, \$25.00 per calendar day, provided that the fine for overtime parking in long term parking area will be limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.
- j. Failure to pay violations will result in an additional \$25.00 fee per month and any other legal or collection fee authorized by law.

RULE 13 – WHARFAGE, DEMURRAGE AND FREE TIME

13.01. WHARFAGE

- a. APPLICATION – Wharfage is the charge assessed against any freight or merchandise placed in transit sheds, on a wharf, passing through, over or under a wharf, transferred between vessels, loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services. Wharfage rates named in the Tariff will be charged for all merchandise or cargoes received inbound or shipped outbound over the City docks, barge ramp or barge beaching site, and will be in addition to all other charges made under provisions of this Tariff. Wharfage is applied to all inbound and outbound cargo.
- b. WHARFAGE REPORTS – Wharfage from all docks, ramps and beaches is self-reported. Report and payment are due to the Homer harbor office by date stated on the Wharfage report. Report forms are available at the harbor office and on the City of Homer Port and Harbor website.
- c. EXCEPTIONS – No wharfage shall be charged to ship's gear, such as strong-backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. This shall also exclude cargo moving to or from alongside a vessel for loading or unloading, or cargo between any place on the Terminal which are handled on trucks, lighter, barges or any other means of conveyance to and from the terminal facility.
- d. FUEL WHARFAGE – Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.



- e. LOG WHARFAGE – Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However, if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product. Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the Tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25% deduct factor for defects and taper; that is gross scale minus 25% total deduct.
- f. OVERSIZE WHARFAGE – One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded over the side of vessels directly to or from another vessel or to the water when vessel is berthed at wharf.
- g. RESTOWED CARGO WHARFAGE – Restowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.
- h. BONE DRY UNITS – A Bone Dry Unit (BDU) is defined as 1.2 bone dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs when dry.
- i. APPLICATION – Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for “Freight N.O.S.”
- j. RATE VALUES – Except as otherwise provided herein, rates apply per short ton which is 2,000 lbs., or per 40 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 F. net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier
- k. SCHEDULE OF WHARFAGE RATES – Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 40 cu.ft.

COMMODITY	WHARFAGE RATE (\$USD)
Aggregate (Gravel, stone, minerals)	\$1.00 per short ton
Agricultural Products (Grains, corn, legumes, etc.)	\$3.50 per short ton
Containerized Cargo	\$8.00 per short ton



Freight N.O.S. (Pioneer/Deep Water Docks) Up to 100 Short tons	\$7.96 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) Up to 1,000 Short Tons	\$6.00 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) In Excess of 1,000 Short Tons In Excess of 10,000 Short Tons	\$5.00 per short ton \$4.50 per short ton / negotiable
Freight N.O.S. (Barge Ramp and Beach)	\$5.14 per short ton
Freight N.O.S. (Fish Dock) ICE Fish Dock	\$14.50 per short ton \$14.50 per short ton
Hazardous materials, as established by Dept of Transportation materials commodity List. At location designated for loading, unloading or staging by USCG permit	\$8.00 per ton /Min. 1 ton
Livestock (horses, mules, cattle, hogs, sheep, goats, fowl)	\$10.12 per head
Petroleum	\$0.84 per barrel/\$0.02 per gallon
Poles, Logs, cant or cut	\$3.95 per thousand board feet
Seafood/Fish Products (regardless of species)	\$4.76 per short ton

- (1) Finished lumber per MBM (Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)
- (2) In absence of board feet measure on bill of lading, a loadout rate will be assessed by converting the weight of logs to board foot measure, for the average diameter of logs (small end diameter) in accordance with the following table for white spruce logs:

<u>Scaling Diameter of Logs-Inches</u>	<u>Weight per Board Feet-Pounds</u>
8"	14.5
12"	11.5
16"	9.5
20"	8.5
24"	7.8

Kiln dried lumber: Three pounds will equal one board foot measure.

13.02. DEMURRAGE

- a. APPLICATION – Demurrage shall be assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.
- b. RATE – Demurrage will be assessed at a rate of nine cents (\$.09) per square foot per day, based on the “foot print” occupied by cargo in the laydown area. For cargo with overhangs, the footprint plus the area under the overhang that is unusable for other storage will be assessed.



13.03. FREE TIME

- a. APPLICATION – Free time is the specified period during which cargo may occupy space assigned to it on terminal property free of demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo from the vessel. Free time periods may be adjusted or changed at any time by the Harbormaster.
- b. FREE TIME PERIODS – Free time is calculated inclusive of Saturdays, Sundays or holidays. Free time starts the first 7 A.M. after freight is received or unloaded onto the Terminal from car, truck, or, in the case of freight received from a vessel, the first 7 A.M. after completion of vessel's discharge. When freight is transshipped between deep sea vessels and involves application of a long and short free time period, the longer period shall be used, but not the aggregate of any two free time periods. Free time of 3 days will be allowed on all inbound traffic. Free time of 3 days will be allowed on all outbound traffic.

RULE 14 – MISCELLANEOUS RULES: Smoking, Property Damage, Defacement, Animals

14.01. SMOKING PROHIBITED – No smoking shall be allowed on any wharf, pier or in any port or harbor facility, during fueling operations or at any time on any fuel station. Persons violating this rule may be barred, at the discretion of the Harbormaster, from the further use of any wharf or facility and, in addition, shall be subject to prosecution under applicable Federal, State and Municipal laws.

14.02. DAMAGE TO PROPERTY – Users damaging City docks, floats, ramps, or other property of the City of Homer will be responsible for cost of repairs. User will be billed for repairs to damaged property at cost, including overhead.

14.03. NO POSTING OR DEFACEMENT – No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose only after having obtained permission from the Harbormaster. No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.

14.04. ANIMALS – All dogs or other animals will at all times be under the physical control of the owner or person in charge of the animal in accordance with 20.08.020 of the City Code.

RULE 15 – CHARGES: Applications, Rules & Regulations

15.01. SALES TAXES – All rates in this Tariff will have a combined Borough and City sales tax applied. Exceptions: The load and launch ramp daily fee, seasonal launch ramp fee, and vehicle parking permits fees all have the Borough and City sales taxes included in the fee for ease of collection.

15.02. SERVICE CHARGES – A service charge is assessed, in addition to other charges set forth in this Tariff, for specific services provided by the City of Homer or its agents.



15.03. RESPONSIBILITY FOR CHARGES – The vessel, its owner or agents, shippers or consignees, and the owner of cargo on the vessel shall be jointly and severally responsible for payment of charges named herein. Payment responsibility applies without regard to the provisions of bills of lading, charter party agreements, contracts or other conflicting provisions.

15.04. PREPAYMENT, TIME OF PREPAYMENT, ACCEPTABLE SECURITY – All charges for services rendered by the Port or for the use of terminal, dock and harbor facilities are due and payable in United States currency as they accrue upon completion of such services or uses. Failure to pay an invoice when due shall render the account delinquent and subject to legal collection efforts. The Harbormaster may require payment in advance of any or all charges prior to rendering services or granting use of terminal, dock or harbor service.

15.05. CHARGES ON DELINQUENT ACCOUNTS – All invoices, except for damages to City of Homer property will be declared delinquent 45 days after billing date (Statement date) and will be charged interest at the rate of 10.5% per annum (.875% per month).

15.06. DELAYS AT BERTH – Delays occasionally associated with loading, unloading, receiving or delivering freight, or the berthing of vessels as a result of harbor, terminal or dock congestion, equipment failure or breakdown, or combinations of issues will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.

15.07. COSTS RELATED TO STRIKES OR CIVIL ACTIONS – Strikes of any persons in the employ of the City of Homer or other parties, arising from any other cause not reasonably within the control of the City of Homer, will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.

RULE 16 – RATES: Labor, Towing, Pumping, Equipment, Special Services, Sewage, Third Party Billing, Search & Rescue

16.01. LABOR/PERSONNEL

- a. City Labor-When labor is furnished by the City at the request of a user it is expressly stipulated that the City acts as agent of the user. The City shall charge for labor provided by the City for the following services not specifically described in this Tariff:
 - i. Rates Not Specified-Services for loading, unloading, or transferring cargo for which no specific commodity rates are provided and which cannot be performed at the rates named N.O.S. as well as cargo in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of this Tariff.



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- ii. Services for which no specific commodity rates are provided and any other services for which specific rates are named in this Tariff because of unusual conditions or requirements of shippers not normally incidental to such services preclude the performance.
 - iii. Services of cleaning City docks or terminal facilities of dunnage, stevedore gear, and other equipment or material when the shipper, vessel owner or consignee fails to promptly clear the facility as requested by the Harbormaster.
- b. Application Period-When a user notifies the Harbormaster for labor for a specific time and labor is on the job ready for work at that time, labor costs shall be charged from the time the labor is ready for work until the work is concluded even if the work is delayed through no fault of the City.
 - c. Rates-All labor provided by City personnel shall be charged at \$102.00 per hour. (½ hour minimum at \$51.00). Work requiring call-outs shall be charged at a minimum of two hours.
- 16.02. TOWING SERVICES – Towing inside of the Small Boat Harbor shall be assessed at the following rates:
- a. Skiff with operator ½ hour \$68.00
 - b. Skiff with operator 1 man hour \$102.00. Any additional personnel required will be charged at rate of \$102.00 per hour.
- 16.03. PUMPING VESSELS – Use of Electric Pump is \$40.79 per day or portion of day. Use of gas pump is \$69.97 per hour, minimum charge of one hour, which includes attendant time.
- 16.04. EQUIPMENT – City Equipment-When the City utilizes their equipment to provide services; it will charge users for the cost of that equipment on an hourly basis.
- 16.05. SPECIAL SERVICES – Special services including waste, bulk oil, or garbage disposal shall be billed at the City’s actual cost, including City labor costs, plus 125% of City costs for services. This includes the costs for outside services arranged and paid for by the City. Except where otherwise required by law, the Harbormaster has the authority to provide, arrange for or refuse the provision of services in addition to those set out in this Tariff.
- 16.06. SEWAGE – Special services shall not include the taking or handling of sewage of any kind. Sewage disposal must be accomplished by the vessel owner or his agent pursuant to Federal, State and Municipal laws, codes and ordinances.
- 16.07. THIRD PARTY BILLING ADMINISTRATIVE FEE – The City requires charges be billed to the vessel receiving the services. If arrangements are made with the Harbormaster for third party billing, a 5% Administrative Fee will be assessed to the vessel receiving services.



16.08. SEARCH AND RESCUE/EQUIPMENT & PERSONNEL – In addition to other Tariff provisions, when the City utilizes City equipment and personnel to provide search and rescue assistance to vessels including towing, outside of the Homer’s Port and Harbor, the Harbormaster may charge users of those services \$102.00 per hour for skiff and operator for the first hour on any part, and for additional search and rescue assistance beyond one hour.



SECTION II

Pioneer Dock and Deep Water Dock

Rules, Regulations, & Rates

RULE 17 – DOCKS: RULES AND REGULATIONS

17.01. **RESPONSIBILITY LIMITED** – No person other than employees of the holders of authorized Terminal Use Permits or Special Use Permits shall be permitted to perform any services on the Pioneer Dock or the Deep Water Dock except on written authorization of the Harbormaster. The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

17.02. **TERMINAL USE PERMITS** – Handling, loading and unloading services are provided by independent agents at all terminal facilities covered by this Tariff. An annual Terminal Use Permit is required for any qualified agent desiring to provide longshoring services (loading and unloading ships) at the terminal facilities. Terminal Use Permit holders only shall report and pay monthly to the City a permit fee equal to five percent (5%) of Permit charges invoiced to a customer for all handling, loading and unloading services.

17.03. **APPLICATION FOR BERTHING** – All vessels, or their owners or berthing agents, desiring a berth at the Deep Water Dock and Pioneer Dock shall, within a minimum time of twenty-four (24) hours, make advance application for berthing (namely a Berth Scheduling Request Form). Priority is given to dock use when reserved in advance. Reservation of dock use must specify the dock requested, arrival and departure dates, billing information, email address and the nature and quantity of the freight to be loaded or discharged.

- a. Preferential berthing rights may be accorded by-contract.
- b. Berth Requests may require the timely filing of financial responsibility information in accordance with, and otherwise governed by, the terms and conditions set forth in this section.
- c. The berthing agent shall be held personally liable to the City of Homer as a result of the agent's failure to accurately report the information submitted on the Berth Request.
- d. Should any information change after submission of an application, the owner or berthing agent shall promptly file an amended Vessel Berthing Application with the Harbormaster before such berthing takes place.

17.04. **TUG REQUIREMENT AND SPEED LIMITATIONS** – Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Berthing speed



shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.

17.05. MOORING AT PIERS – Tying to piling is prohibited. All vessels using the Deep Water Dock and Pioneer Dock will use bits and bollards provided.

17.06. DEEP WATER DOCK MAXIMUM CAPACITY – The Deep Water Dock (DWD) has the following maximum fender capacity:

Homer Deep Water Dock Fender Capacity									
Berthing Contact at Interior Fenders									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
8000	7500	3.4	200	1	2	0.88	53	0.27	0.5
44000	40000	1.3	78	0.4	0.77	0.38	23	0.12	0.2
72000	65000	0.9	54	0.27	0.53	0.26	16	0.08	0.2
Berthing Contact at Corner Fender									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
17000	15000	8.4	500	2.6	5	1.5	90	0.46	0.9
44000	40000	3.5	210	1.1	2	0.9	54	0.27	0.5
72000	65000	2.5	150	0.8	1.5	0.7	42	0.21	0.4
Berthing Contact with Foam Camel Fenders Deployed									
Vessel Weight (displacement)		Max forward velocity @ 10 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
107000	97000	0.67	40	0.2	0.4	0.12	7.2	0.04	0.07

17.07. PIONEER DOCK MAXIMUM CAPACITY – The Pioneer Dock has the following maximum fender capacity:

Homer Pioneer Dock Fender Capacity									
Vessel Weight (Displacement)		Max forward velocity @ 20 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
20000	18000	1.20	72.00	0.37	0.71	0.41	24.62	0.13	0.24
40000	36000	0.87	52.20	0.27	0.52	0.30	17.85	0.09	0.18
60000	55000	0.68	40.80	0.21	0.40	0.23	13.95	0.07	0.14
80000	73000	0.60	36.00	0.18	0.36	0.21	12.31	0.06	0.12

(Note: Vessel weight or displacement is the total weight of the vessel including hull, machinery, and all contents at the dock.)



17.08. NON-CITY EQUIPMENT – No non-City owned mobile cranes or boom trucks may be brought onto the Deep Water Dock or Pioneer Dock for use in loading/unloading without advance Harbormaster approval.

17.09. RAT GUARDS – The vessel shall deploy, properly affix and maintain rat guards on all mooring lines after berthing and when alongside piers as required.

17.010. VESSELS ALONGSIDE – The vessel is responsible, at all times, for keeping mooring lines of vessels alongside, tightly secured whenever supply vessels, bunker barges or other vessels are tied up alongside.

17.011. WINCHES – The vessel is responsible, at all times, for tending mooring winches to insure that the vessel is adequately moored alongside the berth. This shall include the frequent inspection of constant tension winches.

17.012. ADEQUATE CREW ABOARD – All vessels berthed at piers controlled by the Port shall at all times have sufficient crew to comply with orders issued by the Port and to tend to mooring lines or move the vessel at all times.

17.013. WEATHER AND TRAFFIC – The vessel shall, at all times, pay strict attention to weather conditions, water levels, currents, condition of mooring or other circumstances while at facilities. In the event of surge, operations as well as access to/from the vessel may be suspended and the gangway removed until any vessel surge has abated. The Harbormaster may require a vessel to get underway from facility if weather dictates to avoid facility damage.

17.014. LIGHTS AT NIGHT OR IN RESTRICTED VISIBILITY – All vessels, barges, cranes and other equipment, while anchored or moored at the Port, must show lights in accordance with applicable Federal, State and Municipal laws, rules and regulations.

17.015. LINEHANDLING – Line handling services may be contracted through a permitted stevedore or other approved provider.

17.016. VESSELS ALONGSIDE – The vessel is responsible, at all times, for keeping mooring lines of rafted vessels, tightly secured whenever supply vessels, bunker barges or other vessels are tied up alongside.

RULE 18-DOCK SECURITY

18.01. REGULATORY APPLICABILITY – **The Maritime Transportation Security Act OF 2002 (33 CFR Parts 101, 102, 103, 105 ET AL) applies to the Port of Homer. Those vessels subject to the Act are required to interface with the Port. The Maritime Transportation Security Act and US Coast Guard/Federal Regulations (33 CFR part 105) applies to the Port of Homer. The Port operates the terminals under a Facility Security Plan approved by the US Coast Guard. The Port by advance notification to U.S.**



Customs and Border Protection is a border entry point, and all persons, effects, and vehicles are subject to search under Federal Statute 19 US Code Section 482.

18.02. DECLARATION OF SECURITY – Declaration of Security (DOS) when required under the US Code of Federal Regulations will be signed by the Vessel Security Officer and the Facility Security Officer or designee where the DOS is required. The vessel and Port will comply with all items agreed to on the DOS while in Port.

18.03. NOTIFICATIONS – Regulated vessels 33 CFR 104 rules require that the vessel will notify the Port if any crew or passengers intend to disembark and provide the names of all personnel leaving the ship. The vessel will provide advance notification of any visitors, and stores or goods to be delivered to the vessel while in the Port. The vessel must notify the Port and the US Coast Guard of any maritime incidents while in the Port.

18.04. SEARCHES – All vehicles and persons permitted to travel on piers may be searched prior to being permitted into the Terminal by security personnel.

RULE 19-DOCK -CONDITIONS OF BERTHING /BERTH REQUESTS

19.01. PAYMENT DUE – Unless otherwise arranged, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Harbormaster six days prior to the vessel's scheduled arrival or at such time as may be authorized or directed by the Harbormaster, but in all cases in advance of actual services rendered.

19.02. CREDIT OR SECURITY – The Harbormaster may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by berthing agent to the satisfaction of the Harbormaster, and:

- a. That the party responsible has established credit worthiness acceptable to the Harbormaster; or
- b. Adequate security, acceptable to the Harbormaster in an amount equal to 125% of the applicable estimated port charges, has been posted; or
- c. The agent requesting the berth, or another entity, in each case applicable to the Harbormaster is credit worthy, has personally accepted financial responsibility for the applicable charges.

19.03. ESTIMATE REQUIRED-The vessel agent or other person requesting a berth shall provide an estimate of the amount of each category of port charges, as enumerated, and the party responsible there for.

19.04. APPROVAL REQUIRED – All estimates of terminal and dockage charges are subject to approval and/or adjustment by the Harbormaster.



19.05. ACKNOWLEDGEMENT – The Harbormaster shall promptly, after receipt of the berthing application form, advise the berthing agent as to its approval or provide an adjusted estimate of terminal charges. The Harbormaster will also advise whether posting of cash or security is required for any one or more categories of such charges and the amount due.

19.06. COMPLIANCE – In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all Local rules and regulations established by the City of Homer.

19.07. TEMPORARY BERTHING – For safety or other reasons, the City of Homer in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing. In such circumstances, the vessel may unload its cargo only if the Harbormaster determines that a regular berth is available. The owner shall pay all applicable charges and shall comply with all other Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent has not answered all financial responsibilities as required by the Harbormaster, the vessel may not unload its cargo and shall depart as soon as possible. The vessel shall be assessed appropriate fees as set forth in this Tariff.

RULE 20 – DOCK BULK PETROLEUM PRODUCTS

20.01. APPLICATION OF TARIFF – Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this Tariff apply to vessels, shippers, and consignees of Bulk Petroleum Products.

20.02. CLEARING AND HEATING PETROLEUM LINES – Shippers, consignees, or vessels and persons in charge are responsible for providing steam or other heating means to assure the proper flow of asphalt and other petroleum products requiring heat. Shippers, consignees, or vessels and persons in charge will be responsible for clearing all petroleum products from lines located on or adjacent to any Terminal facility after a vessel completes loading or discharge unless otherwise authorized by the Harbormaster.

20.03. REGULATIONS GOVERNING PETROLEUM PRODUCTS – The transfer of bulk petroleum products shall be made in compliance with City of Homer Code provisions including Chapter 5.20 (Fire Prevention), as well as other Federal, State and Municipal laws, rules or regulations.

20.04. SPILLS AND CONNECTIONS – Flammable liquids and all hydrocarbons leaked or spilled on wharves shall be cleaned up immediately. Vessels or consignees shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be cleaned up immediately by vessel or consignee.

20.05. MANIFEST REQUIREMENTS – Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees or consignors and the weights or measurements of all freight loaded or discharged at the docks,



terminal or harbor facilities of the City of Homer. Such manifests must be certified as correct by an authorized official of the company and must also designate the base weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

20.06. BERTH OCCUPANCY – Vessels may occupy a berth, subject to charges named in this Tariff providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth upon demand may be moved by tug or otherwise, and any expense, including damages to other vessels or to the facility during such removal, shall be charged to the vessel so moved. Vessels at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be the responsibility of the vessel’s owners, agents or operators.

20.07. PREFERENTIAL BERTHING, PIONEER DOCK – Preferential privileges per agreements are given to the Alaska Marine Highway System ferry vessels for docking on the face of the Pioneer Dock and the U.S. Coast Guard vessel assigned for docking on the northwest trestle berth of the Pioneer Dock.

RULE 21 – DOCK FUELING & BUNKERING AT THE PIONEER DOCK & DEEP WATER DOCK

21.01. SPECIAL TERMINAL USE PERMIT AND REQUIREMENTS: For Petroleum Product Transfer – Fueling vessels at the Pioneer Dock and the Deep Water Dock by truck or vessel is permitted with the permission of the Harbormaster and the completion of a Special Terminal Use Permit. The Special Terminal Use Permit shall be completed annually with an annual permit issuance fee of \$200. In addition, the Permittee shall file timely fuel wharfage reports stating the gallons of petroleum product dispenses with the required payment.

21.02. INSURANCE – Vendors shall provide proof of liability insurance to the Harbormaster, naming the Port as co-insured. The level of insurance shall be determined by the Harbormaster whose decision shall be final.

21.03. SMOKING – Smoking shall not be allowed on vessel weather decks or the pier during fuel transfer operations.

21.04. SIGNAGE – Proper signage stating “No Smoking, No Visitors, No Open Lights” shall be posted at the head of the gangway on the pier during fueling operations in conformance with Federal Regulations. The Permittee shall observe all rules and signs posted at the Port, including “No Smoking” signs posted at the marine terminal and all U.S. Coast Guard Safety Requirements, whether or not they are posted.

21.05. FIRE FIGHTING EQUIPMENT – Prior to transfer operations, at least two ship fire hoses shall be laid out and connected to the fire main nearest the transfer station; one forward and one aft. At least two handheld dry chemical fire extinguishers shall be conveniently placed for use at the vessel’s manifold. The Permittee shall keep fire lanes clear and maintain fire control equipment in a readily accessible location.



21.06. SPILL PLAN – An oil spill response and contingency plan must be filed with the Port in advance for review by the Harbormaster.

21.07. CONTAINMENT – Permittee shall outfit its delivery trucks with spill containment and/or clean up equipment and materials sufficient to contain and clean up spills of petroleum products that may occur from its operations. Proper spill containment must be provided by the vessel at or near the manifold, including if necessary plugging of vessel scuppers.

21.08. COMMUNICATIONS – The vessel and vendor shall maintain direct communications with each other at all times during transfer operations.

21.09. NOTICES – The Harbormaster shall be notified in advance that fueling operations will take place. In the event of a spill on board or into the water it is the vessel Master’s responsibility to shut down operations, contain the spill, immediately notify the US Coast Guard, the harbormaster and other required Federal, State and Local authorities.

21.010. ACCESS TO VESSEL DURING FUELING – Access to the vessel by way of the gangway will not normally be prohibited during fueling operations. The Harbormaster shall prohibit access to the vessel if, in his/her opinion, an unsafe situation has developed or is developing.

21.011. FLAGS AND LIGHTS – During fueling operations a “Bravo” flag shall be flown on the vessel where clearly visible. A red light shall be displayed on the mast in times of darkness or restricted visibility.

21.012. EMERGENCY SHUTDOWN – If the Harbormaster, vessel Master or Person in Charge (PIC) of fueling operations finds cause or suspects a cause of an unsafe condition, or the potential of a spill, the transfer operations shall immediately stop. Transfer operations shall also be stopped during thunderstorms.

RULE 22 – DOCK RATES

22.01. DOCKAGE RATES – Vessels are charged by their length over all and by the calendar day. For billing purposes, the LOA shall be obtained from the vessel’s Certificate of Registry or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

0' to 100'	\$338.00	101' to 200'	\$506.00	201' to 300'	\$788.00
301' to 350'	\$1005.00	351' to 375'	\$1,098.00	376' to 400'	\$1,206.00
401' to 425'	\$1,337.00	426' to 450'	\$1,490.00	451' to 475'	\$1,604.00
476' to 500'	\$1,762.00	501' to 525'	\$1,996.00	526' to 550'	\$2,154.00
551' to 575'	\$2,334.00	576' to 600'	\$2,582.00	601' to 625'	\$2,957.00



626' to 650'	\$3,443.00	651' to 675'	\$3,917.00	676' to 700'	\$4,420.00
701' to 725'	\$5,119.00	726' to 750'	\$5,858.00	751' to 775'	\$6,644.00
776' to 800'	\$7,459.00				

22.02. SUPPLEMENTAL SERVICE CHARGE IN ADDITION TO DOCKAGE

- a. A service charge of \$52.00 will be assessed to each vessel in addition to the dockage rates above.
- b. A service charge of \$481.53 will be assessed for each Cruise Ship in addition to dockage rates above.

22.03. POTABLE WATER – Potable water furnished to vessels at the Deep Water Dock and Main Dock shall be assessed at the following rates:

- a. Quantity charge, \$38.81 dollars per one thousand gallons (minimum five thousand gallons).
- b. Scheduled deliveries will have a minimum charge of \$102.00 for combined connection and disconnection.
- c. Unscheduled deliveries will have a minimum charge of \$139.32 for combined connection and disconnection.

22.04. CRANE – The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to the same charges and usage requirements. See Section III for crane rules & rates.

22.05. REGULATED GARBAGE HANDLING

- a. APPLICATION – Regulated garbage, as per the Code of Federal Regulations, is garbage from foreign going vessels that contains, or that is suspected of containing, food scraps or food waste.
- b. REQUIRED DOCUMENTS – Foreign flagged vessels not in possession of a valid USA Customs issued “purge document” and who are requesting to dispose of regulated garbage are required to have their agent contact the Port of Homer prior to arrival for a contact list of qualified Terminal Use Permit vendors capable of providing this specialized service. Only qualified and approved vendors will be allowed to remove regulated garbage.



SECTION III

Fish Dock

Rules, Regulations, & Rates

RULE 23 – FISH DOCK RULES AND REGULATIONS

23.01. USE OF FISH DOCK BY COMMON CARRIERS – The use of the Fish Pier ~~Dock~~ by Common Carriers ~~vessels~~ is prohibited.

23.02. FISH DOCK USE – ~~The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear. Any other use must be approved in advance by the Harbormaster. The Fish Dock is an open access dock. Use of the Fish Dock is on a first come / first served basis but the loading and unloading of fish and delivery of ice at the City's ice delivery station between cranes 4 and 5 will have priority. Vessel owners are encouraged to communicate and cooperate with other Fish Dock patrons to avoid congestion.~~

23.03. RESPONSIBILITY LIMITED – ~~No person other than employees of the holders of authorized Fish Dock Use Permits shall be permitted to perform any services on the Fish Dock.~~ The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

23.04. USE OF VESSEL OR MOBILE CRANES – Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor staff on duty. No non-City owned mobile cranes mounted on the back of a truck may be brought onto Fish Dock for use in loading/unloading without advance Harbor staff approval. If approved, these trucks for hire must have a Terminal Use Permit to operate on any terminal facility. Mobile cranes mounted on the back of a truck may not work over side unless they are certified and inspected for that purpose by the State of Alaska.

23.05. NO UNATTENDED VESSELS AT THE FISH DOCK – Vessels moored at Fish Dock must have sufficient crew on board to move the vessel upon request or direction of Harbor staff. A fee of one hundred fifty dollars (\$150.00) per hour will be assessed against the owner or operator of a vessel per hour left unattended at Fish Dock that obstructs access to the Fish Dock by other vessels.

RULE 24 – FISH DOCK USE PERMITS

24.01. FISH DOCK USE PERMITS – An annual Fish Dock Use Permit is required for any qualified agent desiring to provide services (loading and unloading vessels) at the Fish Dock facilities of the City of Homer. Applied and approved Fish Dock Use Permit holders shall pay an annual \$5.00 permit issuance fee plus provide the required insurance and state permitting documents.



24.02. WHARFAGE – Seafood wharfage, regardless of species is self-reported and paid monthly by Fish Dock Permit Holders. Freight NOS, Non-seafood wharfage at the Fish Dock is also self-reported and paid monthly. Fishing gear is free from wharfage. Ice brought onto the Fish Dock in totes or transferred to boats at the dock shall be charged wharfage at the Ice Wharfage rate, unless this is ice that was purchased from the City Ice Plant. Wharfage rates are listed under Fish Dock Rates.

RULE 25 – FISH DOCK CRANES

25.01. CRANE ACCESS CARD-Every person or business using a crane on the Fish Dock shall first obtain an electronic crane access card from the City. All crane access card holders shall:

- a. Complete the required training,
- b. Sign an agreement(s) to comply with all crane use policies,
- c. Pay the annual access card fee as well as actual crane time set forth in this subsection

RULE 26 – FISH DOCK RATES

26.01. GENERAL LIST OF FEES AS SET BY THE HOMER CITY COUNCIL

- a. Annual Access Card (Private License) \$52.00 per year
- b. Card replacement fee \$15.00 per occurrence
- c. Cold Storage Lockers #2-#8 (8 feet X 10 feet) \$334.75/month
- d. Cold Storage Rate (2 consecutive months) \$309.00/month
- e. Cold Storage Rate (3 consecutive months) \$283.25/per month
- f. Cold Storage Rate (9 month season) \$257.50 per month
- g. Cold Storage Locker #9 (10’X22’) \$920.90/month
- h. Cold Storage Locker #9 (2 consecutive months) \$849.60/month
- i. Cold Storage Locker #9 (3 consecutive months) \$778.90/month
- j. Cold Storage Locker #9 (9 month season) \$708.20/month
- k. Inspections \$ 50.00 per hour
- l. Bait Storage Fee per bin (4x4x4)
 - 1. Per Day \$5.15
 - 2. Per Week \$25.75
 - 3. Per Month \$77.25
- m. Fish Dock Crane (Minimum 15 minutes) \$90.64/hour
- n. Ice (Accumulated throughout year. Accounts reviewed each Dec. for rate adjustment based on previous year’s actual tons of ice purchased.)
 - 1. 0>100 tons \$130.90 per ton
 - 2. 101>300 tons \$128.00 per ton
 - 3. 301>500 tons \$124.00 per ton
 - 4. 501>700 tons \$121.00 per ton
 - 5. 701>1000 tons \$118.00 per ton
 - 6. Over 1001 tons \$115.00 per ton



o. Wharfage for Seafood	\$4.76/ton or \$.00238/lb
p. Ice Wharfage (not purchased from City)	\$14.50/ton
q. Freight NOS Non-seafood Wharfage at Fish Dock	\$14.50/ton



SECTION IV

Small Boat Harbor & Upland Facilities

Rules, Regulations, & Rates

RULE 27 – SMALL BOAT HARBOR RULES & REGULATIONS

27.01. MAXIMIZATION OF FACILITIES – The Homer Port and Harbor is often congested and it is the policy of the City of Homer to provide for the maximum public use of available facilities. The Harbormaster shall have discretion to implement that policy.

27.02. MOORAGE AGREEMENTS – As a condition to securing mooring space in the Homer small boat harbor, a signed Moorage Agreement must be on file with the Harbormaster's office. There are separate forms for Reserved Stall vessels and for Transient vessels. By completing the Moorage Agreement, the applicant agrees to the terms and conditions. Providing false or misleading information on the Moorage Agreement is grounds for immediate termination of services.

27.03. UNDERWAY REQUIREMENT – On at least two days in each calendar year, separated by at least 60 days, a vessel moored in the Homer harbor shall depart under its own power from the Homer harbor and travel beyond the one-quarter-mile turning basin of the Pioneer and Deep Water Docks before returning under the vessel's own power to the Homer harbor. The moorage charge for a vessel that fails to comply with this requirement shall be increased by 50 percent commencing at the time the vessel fails to comply and continuing during the period of noncompliance.

27.04. TRANSIENT MOORAGE SPACE – transient moorage space throughout the Homer small boat harbor is designated by a yellow painted bullrail (approximately 6,000 lineal feet). There are no transient stalls. If there is no available transient space at the bullrail, a vessel is permitted to side tie to a vessel of similar size that is already secured to the bullrail.

27.05. RENEWING RESERVE STALLS – A written renewal letter is mailed to each Reserve Stall holder. Payment of fees, any updates to their contact information and current proof of ownership is required each year by October 1 to renew.

27.06. SEWAGE DISCHARGE – In the small boat harbor an Eco barge is staged during the summer months to transfer sewage from small boats.

27.07. STACK EMISSIONS – The visible emission of stack gasses or other emissions that contain any odors as deemed objectionable by the Harbormaster while berthed at the Port's facilities is prohibited.

27.08. SMALL BOAT HARBOR RESTRICTED SPEED – All craft shall restrict their speed to two miles per hour, no wake, while inside the Small Boat Harbor entering or leaving and shall operate at a reduced speed within one quarter mile of the docks outside the Harbor. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant, regardless of established speed limits.



27.09. PLACEMENT OF GEAR PROHIBITATION – The placement of fishing nets in the waters of the Homer Small Boat Harbor is prohibited. The physical limits of the “Small Boat Harbor” are set forth in this Tariff.

27.010. MOORING LINES – The vessel is responsible, at all times, for keeping all mooring lines tightly secured. Supplemental mooring lines and/or fenders may be required by the Harbormaster as conditions dictate.

27.011. AUTHORITY TO CHANGE MOORING CONDITION – If, in the opinion of the Harbormaster, any vessel or other watercraft, arriving, anchoring, moored or fastened to any wharf, pier, bulkhead, or another vessel in the Port of Homer, is so moored or placed in an unsafe or dangerous manner or impeding the proper operation of the facility, the Harbormaster is hereby authorized to order and direct the vessel or other watercraft to be moved or moored in an acceptable manner to prevent damage to City facilities. The Master or any other person having charge of such vessel or other watercraft shall immediately comply with such orders or directions as may be issued by the Harbormaster.

27.012. LIVE ABOARDS – No live aboard situations longer than three months are permitted in the Homer small boat harbor without the Harbormaster’s approval in writing after an evaluation of the sanitary, service and congestion problems that may be a result of such an arrangement. No long term (more than one year) will be allowed in the Homer small boat harbor.

27.013. BUSINESSES ON VESSELS IN HOMER SMALL BOAT HARBOR – No Bed & Breakfast, Air B&Bs, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the Homer small boat harbor.

RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE

28.01. APPLICABLE PERIOD – Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the Port and Harbor facilities. A vessel moored in the Harbor at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day’s moorage. The Harbormaster may, in his discretion and with proper and appropriate advance notice, waive a daily rate for a vessel that will occupy mooring space for a minimum time. This applies if the Harbormaster determines the use of the public facilities by others will not be congested or adversely affected.

28.02. CALCULATION OF RATES – Mooring charges shall be calculated on the overall length of the vessel, (LOA), or in the case of a reserved stall, the length of the float stall assigned, whichever is greater. LOA shall be construed to mean the distance in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc. For billing purposes, the LOA



shall be obtained from the vessel's Moorage Agreement or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

28.03. APPLICATION OF RATES/WORK SKIFFS – All vessels in the Small Boat Harbor are subject to these moorage 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. When work /seine skiffs are moored with the mothership, the combined length overall or beam may not exceed the allowed criteria for the size of stall. If it does exceed, the skiff must be moved to a transient area and moorage fees will apply.

28.04. MOORAGE RATES

- a. **The annual moorage fee for reserved moorage and transient moorage privileges is forty four dollars and eighty eight cents (\$44.88) per lineal foot** based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc.) plus a fifty dollar (\$50.00) administration fee. 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 fee.
- b. 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.
- c. A semi-annual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate plus a thirty three dollars and fifty cents (\$33.50) administration fee. Vessels that do not renew will automatically be charged the monthly rate if not removed after five days.
- d. The monthly transient rate will be 17% of the annual rate plus an eight dollars and fifty cents (\$8.50) per month administration fee. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.
- e. The daily transient rates are: 3% of the annual rate plus a one dollar and fifty cents (\$1.50) per day administration fee. Vessels that properly register and pay all moorage fees in advance may deduct five dollars (\$5.00) per day from the daily rate.



- f. Any moorage fee that expires for a registered (has a Moorage Agreement on file) or an unregistered vessel will, after five days, automatically be charged a monthly rate retroactive to the expiration date.
- g. Refunds for cancellations of reserved stalls and annual prepaid moorage are calculated using the number of months used times the monthly prepaid rate.

RULE 29 – RESERVE STALL ASSIGNMENTS IN SMALL BOAT HARBOR

29.01. CHANGING RESERVE STALL ASSIGNMENT OR STALL **SWAP** REQUEST – Reserve Stall holders can request to change the assigned stall within the same size floats. Fee for submitting a SWAP REQUEST is \$25.00. This is a onetime fee which stays on file until request is satisfied. This fee is neither refundable nor creditable to the reserved stall holder or the reserved stall account. The Harbormaster shall place the reserved stall change request on the swap list on a first-come, first-served basis.

29.02. CHANGE BOAT IN RESERVE STALL – Reserve stall assignments are made to a particular combination of vessel and owner/operator and are not assignable by the owner/operator. A stall holder who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to retain reserved use of the stall for a period of not more than one year from the date the stall holder lost possession, control or custody of the vessel so long as the stall holder has replaced the vessel with another vessel of appropriate size for the stall assigned. A Reserve stall holder may place another vessel of permitted size in the stall with permission of the Harbormaster and upon payment of the Change Boat fee of \$25.00. Reserve stall holder must complete a new Moorage Agreement and show proof of ownership, lease, or bill of sale within 12 months for the replacement vessel for the duration of the stall lease.

29.03. PREFERENTIAL USE – A Reserve stall assignment grants the holder the preferential use of the stall. In order to maximize the public's use of existing facilities, the Harbormaster has the authority to temporarily assign (hot berth) vessels to stalls normally used by another vessel when that vessel is out of the Harbor. No person shall sell, lease, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls.

29.04. SURVIVORSHIP – Upon the death of any reserved stall holder, reserved mooring privileges shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

29.05. SALE OR ASSIGNMENT – An individual or an entity can be assigned a reserve stall . An entity is defined as an LLC or legal partnership or corporation holding legal title to the vessel. A sale, lease, transfer or assignment of a reserve stall by an individual owner is prohibited. The Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the moorage agreement. Upon the death of individual owner, the stall may be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.



An entity may not assign or transfer the reserve stall assigned to the vessel without written consent by the Harbormaster. Transfer or assignment of the reserve stall may only occur after the harbormaster determines that 1) the entity is in full compliance with the Reserve Stall Moorage Agreement; 2) there has been a change of ownership of an entity, or reorganization of an agency; and 3) the nature of the entity’s business or enterprise, if applicable, and the use of the vessel and the stall will remain substantially the same after the transfer or assignment.

29.06. NOTIFICATION OF DEPARTURE/ARRIVAL – A vessel assigned a reserved stall should notify the Harbormaster when departing for more than 5 days. With 24 hour notice, reserve stall holders should notify the Harbormaster when vessel is returning to allow the harbor staff to clear the stall. If, despite reasonable efforts, the Harbormaster is unable to clear a stall due to congestion, high winds, or safety considerations, a reserved stall vessel may be required to temporarily use another moorage space as directed by the Harbormaster.

RULE 30 – SMALL BOAT HARBOR RESERVE STALL WAITING LIST

30.01. WAITING LIST FOR RESERVED STALL ASSIGNMENT – Vessels will be assigned a permanent reserved stall based on seniority position on waiting lists maintained by the Harbormaster’s office. Separate waiting lists shall be maintained for the following size stalls:

20 Feet	24 Feet	32 Feet	40 Feet	50 Feet	60 Feet	75 Feet
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30.02. APPLICANT RANKING – The Harbormaster shall place applicants on the waiting list on a first-come, first-serve basis only upon receipt of all requested information and payment of the annual waiting list fee. There is a fee of \$30.00 per year per listing upon the waiting list(s) for a permanent reserved stall assignment. An individual applicant may sign up at any time during the year and pay a prorated fee to the May 1 Stall Wait List due date. Nonpayment of the fee by the May 1 due date means automatic cancellation from the waiting list. The annual waiting list fee will be accepted only from the individual whose name appears on the waiting list. The fee is neither refundable nor creditable to stall applicant. An applicant or existing reserved stall assignee may be placed on one or more of these lists. An applicant need not own or operate a vessel to be placed on the waiting list.

30.03. NEW STALL ISSUES – In mid-October of each year, after all Reserve stalls are renewed and any SWAP requests have been satisfied, new stall offers to those on the stall wait lists are issued in the order they were received. New stall holder must complete and sign a Reserve Stall Moorage Agreement, pay the annual moorage and provide proof of ownership or a written lease agreement on the vessel. New stall holders have one year to obtain a vessel for the stall.

30.04. DECLINING STALL OFFER – If applicant does not want to accept the stall offer, it can be declined and the applicant will be placed at the bottom of the stall wait list.

30.05. SURVIORSHIP – Upon the death of a Stall Wait List applicant, the applicant’s rank on the waiting list shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.



30.06. CHANGE OF CONTACT INFORMATION – An applicant shall notify the Harbormaster in writing of any change of address or telephone number(s) immediately. Any individual, partnership, corporation or governmental agency may apply for use of a reserved stall. All applicants, except government agencies, shall designate a single individual whose name shall appear on the waiting list and who shall be responsible for payment of all fees. Any change in the individual designated may result in the applicant's loss of priority on the waiting list.

RULE 31-SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES

31.01. APPLICATION – With proper registration and specific permission from the Harbormaster, float planes may arrange for short-term moorage in the Homer Small Boat Harbor providing space is available. This is only allowed when ice and weather conditions prevent float planes from landing on Beluga Lake.

31.02. FEES – A fee in the amount equal to the daily rate for moorage of two (2) 24' vessels shall be assessed on a daily basis for float planes mooring within the confines of the Homer Small Boat Harbor. A monthly rate in the amount equal to the monthly rate for two (2) 24' vessels shall be assessed for float plane moorage for longer periods

RULE 32 – SMALL BOAT HARBOR ELECTRICITY

32.01. RESERVE STALL ELECTRICITY (per kilowatt) – Reserved stalls having a meter base at the berth shall be charged a meter availability fee.

- a. The meter availability fee will be \$23.95 per month.
- b. There will be an electrical usage charge cost per kilowatt determined by the Local public utility.
- c. Reserve stall assignees shall notify the Harbormaster of any period when the assigned vessel will not occupy the stall. The Harbormaster, upon payment of a \$28.80 connect/disconnect fee, shall discontinue charging the meter availability fee until the vessel returns.

32.02. TRANSIENT VESSEL WINTER POWER

- a. Transient Vessel Winter Power -Subject to availability, transient vessel may buy electrical power on a metered basis from October 15 to April 15. There will be a \$28.80 connect/disconnect fee.
- b. Metered transient vessels will be charged a meter availability fee of \$28.80 per month.
- c. There will be an electrical usage charge per kilowatt as determined by the Local public utility.



32.03. TRANSIENT VESSEL SUMMER POWER – Transient vessels shall be charged the following rates (where metered power is unavailable) from April 16 to October 14. The provided service is 110 volt, 220 volt, 208 volt 1 phase, 208 volt 3 phase & 480 volt 3 phase.

Daily/Flat Rate 110v	\$10.20/calendar day (monthly rate after 15 days)
208v/single phase	\$20.12/calendar day (monthly after 17 days)
208v/3 phase & 480v	\$45.20/calendar day (monthly rate after 7 consecutive days)
Monthly Rate 110v	\$152.67
208v/single phase	\$341.70
208v/3phase & 480v	\$28.80 + kilowatts determined by local public utility

- a. Actual Consumption Charge-If a transient vessel consumes more electricity than would be covered by these flat rates, then such transient vessel shall be charged for the actual consumption. Vessels requiring conversion plugs may purchase them from at the Harbormaster’s office for a nominal fee.

32.04. SYSTEM 5 ELECTRICAL SERVICE – 208 volt/3 phase & 480 volt electrical power is available at System 5 on a first come-first serve basis, for which the vessel will be charged the following rates:

- a. There will be an electrical usage charge per kilowatt hour as determined by the Local public utility.
- b. Vessels will be charged a meter availability fee of \$28.80 per month.
- c. Vessels plugged in less than seven (7) consecutive days will be charged the daily rate.

RULE 33 – SMALL BOAT HARBOR TIDAL GRIDS

33.01. USE OF TIDAL GRIDS – The City of Homer operates two tidal grids. The wooden grid is for vessels less than 60 feet in length. The steel grid is generally for use by vessels 60 feet or greater in length. Vessels over 60’ may not use the wooden grid without specific approval of the Harbormaster. Vessels over 300 displacement tons or over 120’ may not use the steel grid without specific approval of the Harbormaster. Vessels that remain on either grid after their scheduled tide may be assessed a 50% surcharge for each unscheduled tide. Use of the steel grid shall be charged at the minimum rate applicable for a 60’ boat if a boat of less length is allowed to use this grid.

33.02. SANDBLASTING PROHIBITED – Sandblasting of vessel is not permitted on tidal grids; water blasting of vessel to remove barnacles or other marine growth is permitted provided that the water pressure used does not result in removal of paints onto the grid work platform or into the water of the Harbor.

33.03. RATES – The following rates apply to use of Tidal Grids:

- a. The rate per foot per tide is \$1.05 for vessels 0’-59’
- b. The rate per foot per tide is \$2.55 for vessels 60’-80’



- c. The rate per foot per tide is \$3.25 for vessels 81'-100'
- d. The rate per foot per tide is \$3.82 for vessels 101'-120'
- e. The rate per foot per tide is \$4.24 for vessels 121'-140'

33.04. USE OF TIDAL GRIDS – Use of the tidal grids must be scheduled in advance. For Steel Grid use, upon the discretion of the Harbormaster, prepayment is required. Prepayment may be refunded if cancellation of reservation is at least seven days prior to scheduled use. A working tide on the Steel Grid is defined as +1 and below.

33.05. WRITTEN PERMISSION FOR USE OF GRIDS – No vessel shall be moored onto the tidal grids until permission has been granted by the Harbormaster and the appropriate Utilization Agreement/Waiver and Release forms completed by User.

33.06. NO UNATTENDED VESSELS ON GRID – No vessels will be unattended while on the grids.

RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplies or materials. Rate for a single launch is \$13.00; a season pass covering April 1 to October 15 is \$130.00. The person who is obligated to pay the fee for using the load and launch ramp must make the ticket verifying payment available upon request, or display the seasonal permit on the port side of the permit holder's vessel. There is a \$20.00 per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps. Reserved stall holders are exempt from launch fees for the vessel assigned to and registered to the stall only, not for other boats owned by the same individual. At the Harbormaster's discretion, reasonable restrictions may be placed on the use of the public launch ramp.

RULE 35 – UPLAND STORAGE

35.01. APPLICATION – Upland storage area is primarily for fishing related gear and cargo laydown. No vehicle or boat trailers may be place on the upland storage area without prior permission of the Harbormaster.

35.02. AVAILABLE SPACE – The City of Homer may make available a limited area of land for gear storage on a first-come, first-serve basis. All storage assignments must be approved by the Harbormaster. Storage lots are a minimum of 1,000 square feet

35.03. RATE PERIODS – Charges shall be based on type of storage required, gear or equipment. No charge for storage shall be generated for free time of 3 days or less. Storage time beyond 7 days shall generate a full, one month charge. There are no prorated daily fees for storage. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all



succeeding calendar months. Less than one month’s storage will be charged for the full month. The Harbormaster may negotiate storage contracts for six months or longer.

35.04. RATES – Fees for general storage are as follows:

Open Areas, fishing gear (unsecured)	\$.12 per square foot
Open Areas, non-fishing gear (unsecured)	\$.17 per square foot
Secure Storage	\$.22 per square foot

35.05. ARRANGEMENTS FOR STORAGE – Arrangements must be made in advance for the use of storage lots with the Harbormaster. Use of storage lots will be on a month to month basis. No prorated daily rates are allowed. Storage lot fees will be billed out to the renter until agreement is cancelled and lot is returned clean with all personal items removed. Unauthorized storage of gear is prohibited. Unauthorized stored gear or equipment may be removed by the Harbormaster at the owner’s expense, may be subject to fines or may be billed out at the daily demurrage rate set by the Harbormaster.

35.06. IMPROPER ARRANGEMENTS – Equipment and materials stored without proper registration and advance payment will be charged according to storage fees or at demurrage rates at the Harbormaster’s discretion.

RULE 36 – BOAT TRAILER STORAGE

36.01. SHORT TERM STORAGE – Short term storage of boat trailers not to exceed 7 days will be provided on a space available basis at no charge.

36.02. LONG TERM STORAGE – **Long term storage of boat trailers (8 or more days) is available in a designated lot for \$7/per foot per month. This is for trailers only, no boats on trailers or attached vehicles.**

RULE 37 – BEACHES AND BARGE RAMP

37.01. USE – The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. At the Harbormaster’s discretion, reasonable restrictions may be placed on the use of the beach and barge ramp. Congestion, risk of loss of public or private property and public safety and/or response may result in restrictions. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

37.02. APPLICATION OF FEES – The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is \$1.50 per day. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance..



37.03. CHARGES – Wharfage rates shall also apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances. See Wharfage, Section I, Rule 13.

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

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

RULE 38 – MARINE REPAIR FACILITY

38.01. HOMER MARINE REPAIR FACILITY – Facility can be utilized by vessels after approval by the Harbormaster. A User Agreement is required along with a Work Plan, proof of insurance and proof of ownership. The season for use of the Homer Marine Repair Facility is from September to May. **Permission for use in June, July or August may be granted by the Harbormaster under special circumstances.** Complete information can be found in the City of Homer Marine Repair Facility Policies and Best Management Practices document.

38.02. FEES

- a. UPLAND DRY DOCKAGE FOOTPRINT CALCULATION – Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
- b. UPLAND DRY DOCKAGE USE FEE PER MONTH (ANNUAL MOORAGE) – \$ 0.17 per square foot for vessels paying annual moorage in Homer Harbor
- c. UPLAND DRY DOCKAGE USE FEE PER MONTH (TRANSIENT MOORAGE) – \$ 0.20 per square foot for transient daily, monthly, semiannual moorage vessels
- d. **UPLAND DRY DOCKAGE USE FEE PER MONTH (NO MOORAGE PAID) – \$0.25 per square foot for vessels not paying harbor moorage.**
- e. ADMINISTRATION FEE – per month of Dry Dockage uplands usage: \$50.00
- f. BEACH LANDING FEE – per calendar day: \$1.50 per foot
- g. VENDOR FEE – per calendar year: \$150.00



h. HARBOR LABOR FEE – \$102.00 per hour/\$51.00 minimum

RULE 39 – FISH DISPOSAL / GRINDING AND FEES

39.01. FISH GRINDING AND FEE-The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. Besides grinding sport caught fish carcasses collected at the fish cleaning tables, commercial enterprises self-report their fish carcasses brought to the facility. **The rates for commercial enterprises are \$30/tote (approximately 1,000 lbs.) and \$5/tub (approximately 100 lbs.).**

[END OF CITY OF HOMER PORT TARIFF]

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/
4 Port and Harbor Director

5 RESOLUTION 17-061

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE FEE SCHEDULE UNDER PORT AND HARBOR TO
9 REFLECT THE CHANGES FROM THE NEWLY ADOPTED PORT AND
10 HARBOR TARIFF 1.

11
12 WHEREAS, the new and revised Port and Harbor Tariff 1 has been reviewed and adopted
13 by the Homer City Council with Resolution 17-060; and

14
15 WHEREAS, the Port and Harbor Tariff 1 contains rate changes and the City of Homer's fee
16 schedule is amended as follows:

17
18 **PORT AND HARBOR DEPARTMENT**

19 Harbor Office - 235-3160 Fish Dock - 235-3162

20
21 (The following fees have been set by legislative enactments to HCC 10, Ord. 95-18(A) and Resolutions 14-
22 114, 12-037(S), 12-023, 10-89, 06-52, 06-04, 05-123, 04-96, 03-154(S), 03-104, 03-88, 00-39, 99-118(A), 99-
23 101, 99-78(S), 99-30(A), 95-69 (Port/Harbor Tariff No. 600), Resolution 95-19, Resolution 01-84(S)(A),
24 Resolution 02-81(A), Resolution 07-121, Resolution 08-123, Resolution 15-073, Resolution 15-091)

25
26 All rates except load and launch ramp fees and parking fees for Ramps 1 - 4, which are inclusive of sales
27 tax, will have sales tax applied. ~~The resulting figure will be rounded to the nearest half dollar for billing~~
28 ~~purposes.~~

29
30 Administrative cost for changing boat in **Reserved Stall** slip - \$25.00

31 **Stall Wait List Application and renewal fee for subsequent years** ~~A \$30.00 per year charge will be~~
32 ~~assessed for a listing on a permanent reserved stall assignment.~~

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

34 **Disposal of more than twenty five (25) gallons of used oil or antifreeze or any amount of**
35 **oily water in one calendar day may be done by appointment with Port Maintenance.**

36 **Fees:**

37 **Used Oil** **\$3.35/gallon**

38 **Used Antifreeze** **\$8.00/gallon**

39 **Oily Water/Bilge Slop** **\$5.00/gal delivered in drums**

40
41
42 PARKING FEES

43 Parking fees to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through
 44 Labor Day). Parking fee is \$5 per calendar day. Posted parking time limits will be established and
 45 enforced as per Homer city code 10.04.100.

46
 47 Seasonal permits for day use parking **in paved parking lots at** ~~(Ramps 1-4):~~ \$250.00.

48
 49 Long Term parking permits required for Vehicles 20' or less parked in excess of seven (7) consecutive 24-
 50 hour days.

51
 52 Long Term Parking annual permit (January 1st through December 31st): fee \$200.00.

53
 54 Long Term Parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee
 55 \$100.00.

56
 57 Vehicles over 20' ~~and trailers~~ are not eligible for long term **Annual** parking permits.

58
 59 Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.

60
 61 Monthly parking permit for vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.

62
 63 Long term parking will be enforced year around.

64
 65 Parking lot restrictions for long term parking **of no parking near ramps** are in effect May 1 through
 66 October 1., ~~as depicted on attached map (Attachment A).~~

67
 68 Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply.

69
 70 Fines, \$25.00 per calendar day, limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited
 71 towards the long term parking annual permit. **If fail to pay, additional fee of \$25/month.**

72
 73 Annual Moorage fee - \$44.88 per lineal foot, plus \$50.00 administrative charge.

74
 75 Reserved Stall - length of the float stall assigned, or overall length of vessel whichever is greater, plus
 76 \$50.00 administrative charge.

77
 78 Float Plane Fee - daily moorage rate of (2) 24' vessels shall be assessed on a daily basis for float planes or
 79 a monthly rate equal to the monthly rate for (2) 24' vessels.

80
 81 Dockage charges will be assessed based on lineal foot per calendar day or portion thereof as follows:

82

0' to 100'	\$338.00	451' to 475'	\$1,604.00	651' to 675'	\$3,917.00
101' to 200'	\$506.00	476' to 500'	\$1,762.00	676' to 700'	\$4,420.00
201' to 300'	\$788.00	501' to 525'	\$1,996.00	701' to 725'	\$5,119.00
301' to 350'	\$1,005.00	526' to 550'	\$2,154.00	726' to 750'	\$5,858.00
351' to 375'	\$1,098.00	551' to 575'	\$2,334.00	751' to 775'	\$6,644.00

376' to 400'	\$1,206.00	576' to 600'	\$2,582.00	776' to 800'	\$7,459.00
401' to 425'	\$1,337.00	601' to 625'	\$2,957.00		
426' to 450'	\$1,490.00	626' to 650'	\$3,443.00		

83

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

85 **A service charge of \$481.53 will be assessed for cruise ships.**

86

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

91

92 Wharfage:

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

95

96

97 COMMODITY WHARFAGE RATE

98 **Pioneer and Deep Water Docks**

99 **Aggregate (gravel, stone, minerals) \$1.00 per short ton**

100 **Agricultural Products (grains, etc.) \$3.50 per short ton**

101 **Containerized Cargo \$8.00 per short ton**

102

103 Freight N.O.S. **up to 100 short tons** \$7.96 **per short ton**

104 (Not Otherwise Specified)

105 **Freight N.O.S. up to 1,000 short tons** **\$6.00 per short ton**

106 **Freight N.O.S. in excess of 1,000 short tons** **\$5.00 per short ton**

107 **Freight N.O.S. in excess of 10,000 short tons** **\$4.50 per short ton / negotiable**

108 Poles, logs, cants or cut \$3.95/thousand board ft.

109 finished lumber per M.M.

110

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

113

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

119

120 Petroleum products \$0.84/barrel

121 (inbound and outbound) \$0.02 per gallon

122 ~~Wood Chips (all grades) \$ as per contract~~

123 **Hazardous Materials** **\$8.00 per ton**

124 Livestock: Horses, mules, \$10.12 per head

125 cattle, hogs, sheep, goats, all other livestock
 126
 127 Fowl: Any kind, crated \$10.12 per crate
 128
 129 ~~Boats: Up to and including twenty (20) feet LOA \$15.66 each~~
 130 ~~Over twenty (20) feet LOA \$1.60 per lineal ft.~~
 131 ~~(Fishing boats, pleasure craft, skiffs, dinghies and other boats moved over the docks.)~~
 132

133 Freight at Barge Ramp **Wharfage** \$5.14 **per short ton**

134 **Fish Dock**

135 **Ice Fish Dock** **\$14.50 per short ton**

136 **Freight N.O.S. Fish Dock** **\$14.50 per short ton**

137

138 **Fishing gear is free from wharfage, except as otherwise provided under a lease agreement,**
 139 **contract or operating agreement with the City of Homer, ice brought onto Fish Dock to be loaded**
 140 **into totes or transferred to boats at the dock, shall be charged wharfage at the Freight NOS rate,**
 141 **unless this is ice that was purchased from the City Ice Plant.**

142

143 Seafood/fish product Setting a tariff of \$4.76 per ton of seafood/fish
 144 product across the dock, regardless of species.
 145 **Regardless of species bait in quantities greater than**
 146 **one ton that is loaded onto a vessel at docks, shall be**
 147 **charged seafood wharfage.**

148

149 Demurrage 0.09/sq. ft.

150

151 Uplands Storage:

152 Land for Gear Storage-

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

154 Open areas, fishing gear 0.12/ sq. ft.

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

156 **Secure fenced areas** **0.22/ sq. ft.**

157 Boat Trailers-

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

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

160 ~~Up to 30 feet \$ 75.00/month Oct 1 to May 1~~

161 ~~Over 30 feet \$100.00/month Oct 1 to May 1~~

162 **Long term storage, no boats ON Trailers** **\$7.00/foot per month**

163

164

165

166 TIDAL GRIDS:

167 The City of Homer operates two tidal grids. The wooden grid is for vessels of less than 60 feet in length.

168 The steel grid is only for use by vessels of 60 feet or greater in length. Vessels that remain on either grid

169 after their scheduled tide may be assessed a 50% surcharge for each unscheduled tide. Use of the steel

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

172
 173 The rate per foot per tide is \$1.05 for vessels 0' - 59'
 174 The rate per foot per tide is \$2.55 for vessels 60' - 80'
 175 The rate per foot per tide is \$3.25 for vessels 81' - 100'
 176 The rate per foot per tide is \$3.82 for vessels 101' - 120'
 177 The rate per foot per tide is \$4.24 for vessels 121' - 140'

178
 179 WATER:
 180 Potable water furnished to vessels at the Deep Water Dock and Main Dock:
 181 Quantity charge - \$38.81 per one thousand gallons (minimum five thousand gallons).
 182 Scheduled deliveries will have a minimum charge of one hundred and two (\$102.00) dollars for combined
 183 connection and disconnection.
 184 Unscheduled deliveries will have a minimum charge of one hundred thirty nine dollars and thirty two
 185 cents (\$139.32) for combined connection and disconnection.

186
 187 ELECTRICITY (per kilowatt):
 188 Reserved stalls having a meter base at the berth shall be charged a meter availability fee.
 189 The meter availability fee - \$23.95 per month

190 **Kilowatts are charged using current public utility rate**
 191 Connect/disconnect fee - \$28.80

192
 193 **Winter Power Program runs from 10/16 to 4/15** Metered transient
 194 vessels will be charged a meter availability fee of \$28.80 per month with a one month minimum charge to
 195 be applied for shorter connection periods.

196 **Kilowatts are charged using current public utility rate**
 197 Connect/Disconnect fee 28.80.

198
 199 Unless other arrangements have been made in writing with the Harbormaster (winter power program),
 200 transient vessels shall be charged the following rates (where metered power is unavailable).

	<u>110 v</u>	<u>220v & 208vsingle</u>	<u>208 v & 480v/3-phase</u>
202 Daily (or part thereof)	\$ 10.20	\$ 20.12	\$42.50 <u>\$45.20</u>
203 Monthly	\$152.67	\$341.70	available meter only

204
 205
 206
 207
 208 * Vessels requiring conversion plugs may purchase them from the Harbormaster's office for a nominal
 209 fee.

210
 211 **110v**, 208 volt/3-phase and **480v/3-phase** electrical power **is are** available at System 5 on a first come
 212 first served basis, for vessels will be charged the following rates:

- 213 1. There will be an electrical usage charge per kilowatt hour as determined by the local
 214 public utility:

- 215 2. Vessels will be charged a meter availability fee of \$28.80 per month with a one month
216 minimum charge to be applied for shorter connection periods.
217 3. ~~There will be a \$28.80 connect/disconnect fee.~~ **Vessels plugged in less than 7**
218 **consecutive days will be charged the daily rate listed above.**
219

220 TOWING: Inside small boat harbor: Skiff with operator – 1/2 hour \$68.00, Skiff with operator - 1 hour
221 \$102.00. Any additional personnel required will be charged at rate of \$102.00 per hour each.
222

223 PUMPING VESSEL: \$40.79 per day or portion thereof for electrical pumps.
224 \$69.97 per hour or portion thereof for gas pumps.
225

226 LABOR/PERSONNEL:

227 All labor provided by City personnel shall be charged at \$102.00 per hour (1/2 hour minimum at \$51.00).
228 Work requiring callouts shall be charged at a minimum of two hours.
229

230 SPECIAL SERVICES:

231 Special services, including waste, bulk oil, or garbage disposal shall be billed at the City's actual cost plus
232 125% of city costs for services arranged for by the City but provided by others. ~~Waste oil in quantities~~
233 ~~greater than 5 gallons, shall be charged a \$3.35 per gallon handling and disposal fee.~~
234

235 REGULATED GARBAGE HANDLING FEE:

236 Contact the Homer Harbormaster office for a list of contractors certified to handle regulated garbage at
237 the Port of Homer. Fees will be negotiated between the contractor and vessel managers.
238

239 SEARCH AND RESCUE FEES:

240 When the City utilizes city equipment and personnel to provide search and rescue assistance to vessels
241 outside of the Homer Port and Harbor, such as towing and rescue, the Harbormaster will charge users of
242 those services \$102.00 per hour for skiff and operator for the first hour and for additional search and
243 rescue assistance beyond one hour. Additional personnel will be charged at the rate of \$102.00 per man
244 per hour.
245

246 PUBLIC LAUNCH RAMPS:

247 Vessels shall be charged \$13.00 per day to launch from the public launch ramps from April 1 through
248 October 15. (Reserved stall lessees exempt for the boat assigned to and registered to the reserved stall
249 only, not for other boats owned by the same individual.)
250

251 Vessel owners or operators may obtain a seasonal permit for \$130.00 entitling a specific vessel and
252 owner to launch from April 1 through October 15. (Reserved stall lessees exempt for the boat assigned to
253 and registered to the reserved stall only, not for other boats owned by the same individual.)
254

255 BEACHES AND BARGE RAMP:

256 The use of beaches and barge ramp under the City ownership or control for commercial barge vessel
257 repair, equipment loading or similar purposes, must be approved by the Harbormaster. A beach use
258 agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.
259

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

263
264 Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate
265 circumstances.

266
267 The user of any beach area or the barge ramp must repair any damage to the beach or ramp and remove
268 all debris. Failure to make such repairs and removal will result in repairs and cleanup by the harbor staff.
269 The costs incurred by the harbor staff will be fully charged to the beach user. Labor rate for the harbor
270 staff will be one hundred and two dollars (\$102.00) per hour per person, plus appropriate equipment
271 rental and material costs.

272
273 Sandblasting of vessel hull is not permitted on City beaches or barge ramp; water blasting using
274 pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to
275 be put into the water as a result of any maintenance done on the beach or ramp.

276
277 FISH DOCK:
278 The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear.

279
280 Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel
281 only with prior approval granted by the Harbor ~~Officer on duty~~ staff.

282
283 Every person using a crane on the Fish Dock shall first meet all requirements ~~obtain a license from~~ of
284 the City.

285 Blocking access to cranes - \$150.00/hr.
286 Unattended vessels - \$150.00/hr.

287
288 ~~Failure to obtain prior approval for a use other than loading and unloading fish, fish products or fishing~~
289 ~~gear will result in the imposition of a surcharge of thirty (\$30.00) dollars per hour in addition to the~~
290 ~~regular fee.~~

291

292 ITEM	FEE
293 Annual access Card	\$52.00 per year (annual renewal fee)
294 Card (private license)	(annual renewal fee)
295 Card replacement fee	\$15.00 per occurrence
296 Cold Storage Lockers 8'x10'	\$334.75/month
297 (Cold storage rate structure	\$309/per month for two (2) consecutive months
298 is for storage area of eight (8) feet	\$283.25/per month for three (3) consecutive months
299 by ten (10) feet	\$275.50/per month for nine (9) month season
300	
301	
302 <u>Cold Storage Locker 22'x10'</u>	<u>\$920.90/month</u>
303	<u>\$849.60/per month for two (2) consecutive months</u>
304	<u>\$778.90/per month for three (3) consecutive mos</u>
305	<u>\$708.20/per month for nine (9) month season</u>

306		Minimum one month rental
307		Inspection \$50/per hour
308	Bait Storage Fee (4x4x4)	
309	Per Day	\$5.15
310	Per Week	\$25.75
311	Per Month	\$77.25
312		
313	Ice Plant Bin Storage	\$200/per month, minimum two (2) months
314	(Roofed over, open sided	
315	storage bins at west end of	
316	of ice plant building sixteen (16) feet	
317	by twelve (12) feet)	
318		
319	Fish Dock crane	\$90.64/per hour
320	Minimum charge per hour for crane	Fifteen minutes
321	All additional charges will be in one-quarter hour (fifteen minutes) increments.	
322		
323	Ice (<u>Accumulated throughout year. Accounts reviewed each December for rate adjustment</u>	
324	<u>based on previous year's actual tons of ice purchased.</u>	
325	<u>0>100 tons</u>	\$130.90/per ton
326	<u>101>300 tons</u>	<u>\$128.00/per ton</u>
327	<u>301>500 tons</u>	<u>\$124.00/per ton</u>
328	<u>501>700 tons</u>	<u>\$121.00/per ton</u>
329	<u>701>1000 tons</u>	<u>\$118.00/per ton</u>
330	<u>Over 1001 tons</u>	<u>\$115.00/per ton</u>
331		
332		
333		
334	Seafood Wharfage/Fish product	Setting a tariff of \$4.76 per ton of
335		seafood/fish product across the docks. _____
336		
337		regardless of species.
338		Regardless of species bait in quantities greater than one
339		ton that is loaded onto a vessel at Fish Dock, shall be
340		charged seafood wharfage.
341		
342	Freight NOS, Nonfish Cargo	\$14.50/per ton for cargo going over the
343		Fish Dock.
344		
345	Fish Waste Disposal Fees/Fish Grinder	\$5.00/Tub
346		\$30.00/Tote
347		
348	Fishing gear is free from wharfage, except as otherwise provided under a lease agreement, contract or	
349	operating agreement with the City of Homer, ice brought onto Fish Dock to be loaded into totes or	
350	transferred to boats at the dock, shall be charged wharfage at the Freight NOS rate, unless this is ice that	
351	was purchased from the City Ice Plant.	

352
353 ~~Minimum per hour charge for the cranes and cold storage inspection will be one quarter hour (fifteen~~
354 ~~minutes). All additional charges will be in one quarter hour (fifteen minutes) increments.~~
355

356 MARINE REPAIR FACILITY:

357
358 User fees and vendor fees to be collected for use of the Homer Marine Repair Facility are as follows:

- 359 (1) Upland Dry Dockage use Fee per Month: \$ 0.17 per square foot/ for vessels paying annual
360 moorage in Homer harbor ~~\$~~0.20 per square foot for transient daily, monthly, semiannual
361 moorage vessels **and \$0.25 per square foot if no moorage paid.**
362 (2) Administration Fee per month of Dry Dockage uplands usage: \$50.00
363 (3) Beach Landing Fee per calendar day: \$1.50 per foot
364 (4) Vendor Fee per calendar year: \$150.00
365 (5) Harbor Labor Fee: \$102.00 per hour/\$51.00 minimum
366

367 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby amends the Fee
368 Schedule under Port and Harbor to reflect the newly adopted Port and Harbor Tariff 1.
369

370 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
371 2017.

372 CITY OF HOMER

373
374
375 _____
376 BRYAN ZAK, MAYOR

377 ATTEST:

378
379 _____
380 MELISSA JACOBSEN, MMC, CITY CLERK

381
382 Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum 17-088

TO: MAYOR ZAK AND HOMER CITY COUNCIL
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER
DATE: MAY 6, 2017
SUBJECT: PORT AND HARBOR'S FEE SCHEDULE CHANGES

BACKGROUND: With the adoption of Resolution 17-060 the revised and updated Port and Harbor Tariff No. 1, the City of Homer's Port and Harbor section of the Fee Schedule now needs to be amended to reflect the adopted changes.

RECOMMENDATION: Amend the City of Homer's Fee Schedule to reflect the new Port and Harbor Tariff No. 1.

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

3
4 City Manager

5 **RESOLUTION 17-062**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 AWARDED A SOLE SOURCE CONTRACT FOR DISPATCH CONSOLE
9 SYSTEM REPLACEMENT TO PROCOMM ALASKA IN THE AMOUNT
10 OF \$296,111 AND AUTHORIZING THE CITY MANAGER TO
11 EXECUTE THE APPROPRIATE DOCUMENTS.
12

13 WHEREAS, Ordinance 16-47 was adopted by the Homer City Council on October 10,
14 2016 accepting and appropriating a grant for upgrading the city's radio communication system
15 from the Division of Homeland Security and Emergency Management; and
16

17 WHEREAS, Motorola dispatch consoles are the only ones compatible for use with the
18 State of Alaska's Land Mobile Radio System that the Homer Police Department uses on a daily
19 basis and ProComm Alaska is the only full service Motorola dealer in the state; and
20

21 WHEREAS, In accordance with the Procurement Policy, when it has been determined
22 that there is only one available source, the City Council may approve the procurement of a
23 service or construction without competitive bidding; and
24

25 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
26 the sole source contract award for the purchase and installation of dispatch consoles and
27 associated equipment to the firm of ProComm Alaska of Anchorage, Alaska, in the amount of
28 \$269,111 and authorizes the City Manager to execute the appropriate documents .
29

30 PASSED AND ADOPTED by the Homer City Council on this 12th day of June, 2017.
31

32 CITY OF HOMER

33
34
35 _____
36 BRYAN ZAK, MAYOR
37

38 ATTEST:

39
40 _____
41 MELISSA JACOBSEN, MMC, CITY CLERK
42

43 Fiscal note: \$296,111



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM 17-089

DATE: May 24, 2017
TO: Katie Koester, City Manager
FROM: Mark Robl, Chief of Police
SUBJECT: Dispatch Console Grant

Last fall we received a grant for two projects from Homeland Security. One project is for moving two of our repeaters onto the new tower being built on the spit. The other project is for replacing our dispatch consoles and associated equipment. We are ready to move forward with the dispatch console system replacement project. The system replacement cost with incentives is \$296,111. The grant is for \$296,000. These funds must be expended by September of 2018. I request we obtain council approval for a sole source purchase for this project to ProComm Alaska and for permission to enter into a contract with them and obligate funds.

ProComm Alaska has been doing our radio maintenance work for approximately 15 years. ProComm is the only full service Motorola dealer in the state and the Motorola consoles are the only ones compatible for use with the State of Alaska's Land Mobile Radio System, commonly referred to as ALMR. The police department utilizes ALMR on a daily basis. There is no other option for us to pursue when it comes to replacing our console system. ProComm provides us 24/7 response services and is also the only radio service provider that fields public safety certified technicians with Motorola factory training. They have provided superb service to us over the years. For these reasons, I request a sole source contract be awarded to ProComm Alaska.

To help ensure we are receiving the best possible pricing, I met with the Motorola factory representative to Alaska and obtained equipment pricing from the HGAC contract #RA05-15. This was a competitively bid contract for Motorola Equipment acquired by the Houston-Galveston Area Council of Governments in April of 2015. It was a huge contract that established public safety pricing for Motorola equipment and carries with it the largest discounts of any still active, competitive contract I could find. I met with ProComm several times over the past six months to negotiate pricing for the staging, programming, installation and training required for this project. ProComm's bid has been reviewed by the Motorola representatives to ensure it meets industry standards and is consistent with Motorola's operating procedures. Motorola has offered us a 10% contract incentive if we sign the contract by June 30th and take delivery before September 22, 2017.

MCC7100 DISPATCH CONSOLE SYSTEM



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TABLE OF CONTENTS

Section 1

System Description	1-1
1.1 MCC 7100 Solution Overview for Homer PD	1-2
1.2 The MCC 7100 Dispatch Experience	1-2
1.2.1 Interoperability Features	1-3
1.2.1.1 Option for Wireline Integration with ALMR ASTRO 25 Trunking System	1-4
1.2.1.2 Connection to Conventional Controller	1-5
1.2.1.3 Conventional Base Station Interfaces	1-6
1.2.2 Console Operations	1-6
1.2.2.1 Dispatch Interface	1-6
1.2.2.2 Standard Radio Transmission and Reception	1-7
1.2.2.3 Emergency Radio Transmission and Reception	1-9
1.2.2.4 Radio Patch Control	1-10
1.2.2.5 Call Management and Control	1-11
1.3 MCC 7100 Dispatch Console Component Description	1-12
1.3.1 Operator Position Components	1-12
1.3.1.1 Personal Computer (PC)	1-12
1.3.1.2 MCC 7100 Operator Accessories	1-12
1.3.2 Instant Recall Recorder (IRR)	1-13
1.3.3 Auxiliary Inputs and Outputs	1-14
1.3.4 Conventional Channel Gateway Equipment	1-15

Section 2

Statement of Work	2-1
2.1 Motorola Responsibilities	2-1
2.2 Homer PD Responsibilities	2-1

Section 3

Acceptance Test Plan	3-4
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Section 4

Service/Warranty	4-1
4.1 Essential Plus Services Overview	4-1
4.2 Essential Plus Services Description	4-1
Centralized Service Delivery	4-1
Field Service Delivery	4-2
Network Hardware Repair	4-2
Security Management Operations	4-2
Network Updates	4-3
4.3 Motorola's Service Capabilities	4-3
On-Call Support through the Solutions Support Center (SSC)	4-3

Onsite Service through a Field Service Team.....	4-3
Centralized Repair Management through Motorola’s Repair Depot	4-4
Direct Access to System Information through MyView Portal	4-4
Section 5	
Equipment List	5-1
Section 6	
Training	6-1
6.1 Overview	6-1
6.2 Training Approach	6-2
6.3 PROPOSED Courses	6-3
6.3.1 Console Operator and Supervisor Training Plan.....	6-3
6.3.2 Maintenance Training Plan.....	6-4
Section 7	
Pricing	7-1
7.1 Payment Terms	7-1
Section 8	
Contractual Documentation	8-1
Section 9	
Our Commitment	9-1



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May 23, 2017

Chief Mark Robl
Homer Police Department
4060 Heath St.
Homer, AK 99603

Subject: Proposal for a MCC7100 Dispatch Console System

Dear Chief Robl,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Homer PD Dispatch with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution provides:

- Two (2) MCC 7100 Dispatch Console Positions
- One (1) ASTRO25 Conventional K1-Core
- Four (4) VHF APX7500 Consolettes
- One (1) 16-Channel Analog Logging Recorder

This proposal consists of this cover letter and the Communications System Agreement (CSA), together with its Exhibits. This proposal shall remain valid for a period of 60 days from the date of this cover letter. **Motorola has priced this project using the HGAC Contract #RA05-15.** Homer PD may accept the proposal by delivering to Motorola the CSA signed by Homer PD. In addition, this proposal includes a special and conditional discount to reduce the Contract Price if the project is deployed consistently with (or ahead of) the dates listed in the Pricing Summary section of the Proposal.

Motorola is happy to address any concerns Homer PD may have regarding the proposal. Please direct any questions or inquiries to your Motorola Account Executive, Roy Kyser, at (425) 425-0698 or your Authorized Manufacturer Representative, Gary Peters, at (907) 830-4324.

Sincerely,

Motorola Solutions, Inc.

Larsen Grabenkort
Area Sales Manager

SYSTEM DESCRIPTION

Motorola is proposing a solution for Homer Police Department that consists of the following:

- Two (2) position MCC 7100 Dispatch Console System.
- ASTRO25 Conventional K1-Core
- Four (4) APX7500 VHF Consolettes
- 16-Channel Analog Logging Recorder
- Netclock GPS Time Server

Figure 1-1 below shows an overview of the solution.

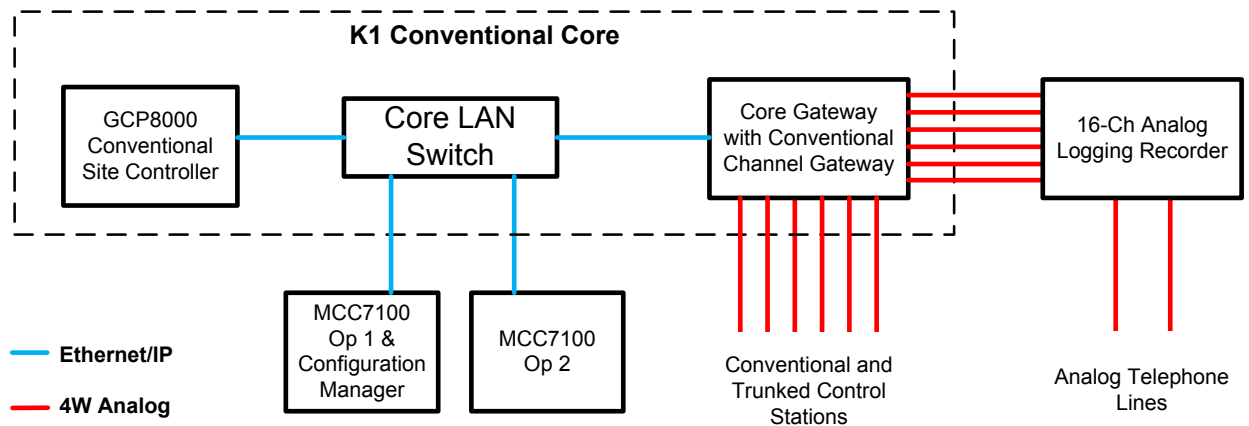


Figure 1-1: High-Level System Diagram

This IP-based console solution will provide connectivity between Homer PD's dispatch operators and field personnel using four new APX7500 VHF Consolettes to connect to the conventional repeaters and two existing consolettes to connect to the ALMR P25 Trunking System. We have taken great care to propose an offering that will provide your agency with a solution that meets your current and future operational needs. A description of the features, benefits, system architecture, and hardware components are provided in this system description.

Each console position includes:

- 5-Channel SW License
- Install Recall Recorder SW License
- Audio Interface Module

- Dual Pedal Footswitch
- Desktop Gooseneck Microphone
- Two (2) Headset Jacks
- Two (2) Headset Module Bases w/ PTT (15' Cable)
- Three (3) Noise Cancelling Single Muff Headsets

1.1 MCC 7100 SOLUTION OVERVIEW FOR HOMER PD

The MCC 7100 Dispatch Console will provide Homer PD with a scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities.

Cost Savings and Ease of Use

The MCC 7100 consoles are designed to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. Specific benefits of the MCC 7100 consoles include the following:

- The intuitive, easy-to-use Graphical User Interface (GUI) **enhances dispatchers' efficiency and accuracy.**
- **Software-based upgrades** facilitate system and feature expansion.
- Installation is simplified and site costs are reduced because **console positions function without backroom electronics.**
- Console **configuration is performed at centralized Network Management clients, and changes are automatically distributed,** which saves valuable technician and administrator time.
- Offers **robust service logs that contain real-time information** to facilitate maintenance activities.
- Consoles within the ASTRO 25 dispatch site can be **integrated into the ASTRO 25 fault management system (not included in this proposal),** which uses industry-standard event monitoring protocols, resulting in fewer dispatch site visits.
- **Flexible bandwidth requirements** minimize operating costs for remote console sites.
- **Conventional audio can be transported over the IP network,** which eliminates the need for channel banks or a separate circuit-switched network.
- A tiered licensing model offers a **scalable approach to audio capacity needs.**

1.2 THE MCC 7100 DISPATCH EXPERIENCE

The MCC consoles offer Homer PD state-of-the-art communications, console management and configuration functionality, dispatch operation, and communications security.

The proposed system also offers Homer PD the capability to maintain both audio and data recording of the calls made on the communications system.

1.2.1 Interoperability Features

ASTRO 25 is specifically designed around APCO P25 standards. All voice messages are digitized, all Land Mobile Radio (LMR) system features are compliant with P25 standards, and the system uses the P25-defined, 9600-bps control channel format for all control channel commands. As part of ongoing enhancements to this solution, Motorola has joined and actively participated in the P25 interoperability committee to ensure continuously improving interoperability with the radios of other P25 vendors. ASTRO 25 is also fully Common Air Interface (CAI) compliant.

**MUTUAL AID
INTEROPERABILITY
OFFERS FLEXIBILITY
AND FUTURE
EXPANSION.**

Motorola can use multiple customer-furnished interoperability radios to install, configure, and make operational the necessary hardware and software to provide two-way communications between the MCC 7000 series consoles and Mutual Aid channels.

Interoperable communications can be provided through a dispatcher-initiated interface (patch) to the Mutual Aid radios. The Motorola Conventional Channel Gateway (CCGW) forms the bridge between the MCC7100 dispatch console on the ASTRO 25 radio network and

the Mutual Aid radios. This allows the dispatcher to patch together Mutual Aid radios and required subscribers on the ASTRO 25 system as situations dictate. The high density GGM8000-based CCGW can connect with up to eight analog and eight V.24 ports, plus 10 IP-based Mutual Aid channels. Multiple CCGWs can be installed per site to support Mutual Aid radios for seamless communications with various agencies. CCGWs can be placed at any RF or console site allowing flexibility of connecting to the MCC 7100 consoles. CCGW interfaces can be installed at any location as long as there is network connectivity back to the Zone Core. Additional CCGWs can easily be added anywhere on the LMR IP network as Mutual Aid requirements change.

As an incident occurs, local Mutual Aid agencies can initiate a radio conversation to an MCC 7000 series dispatch location via a programmed channel. By selecting an icon on the console monitor, the dispatcher can initiate a patch to an RF channel for first responders as necessary. Incident conversations will be seamless from the moment of the patch initiation, and can be recorded like any talk group conversation within the LMR network. The dispatcher will also be able to take part in and monitor conversations for the duration of the incident, as necessary.

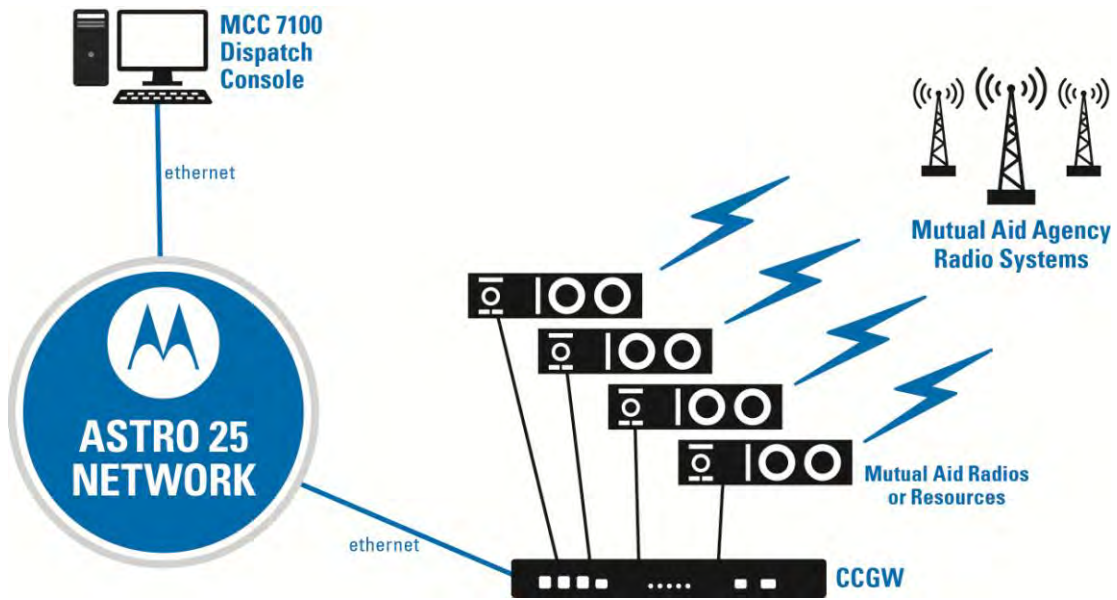


Figure 1-2: Mutual Aid Components

1.2.1.1 Option for Wireline Integration with ALMR ASTRO 25 Trunking System

THE MCC 7000 SERIES CONSOLES' IMPROVED USE OF BANDWIDTH ENSURES THAT EMERGENCY CALLS WILL MAKE IT THROUGH TO THE DISPATCH OPERATOR, REGARDLESS OF SYSTEM TRAFFIC.

The proposed MCC 7100 IP Dispatch Console System can be seamlessly integrated into the ALMR ASTRO 25 Trunking System, without interface boxes, digital voice gateways or backroom electronics for an integrated mission critical network. This tight union between radio infrastructure and console equipment can provide several operational benefits to Homer PD.

This modular IP approach substantially reduces the amount of space needed for backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7100 console position is comparable to that required for a personal computer.

Table 1-1 outlines the benefits of the MCC 7100's seamless integration to the ASTRO 25 network.

Table 1-1: Benefits for Homer PD of Seamless Integration of the MCC 7100 IP Console with an ASTRO 25 Network

Feature	Benefit to Homer PD
Tight coordination between the IP network and IP console eliminates the potential for audio degradation.	Subscribers and console operators will be able to communicate without loss of information.
Emergency calls are prioritized for successful delivery regardless of network traffic.	Console operators will always be able to hear emergency calls from users in the field.
Inherent access to all system resources within the network provides dispatch priority to reach any user when needed.	Console operators will always be able to reach out to users in the field.
Rapid call set up times and quality of service, regardless of the size of the system.	The ability to scale the system to handle future capacity, while maintaining efficient dispatch operations.
True end-to-end encryption capable from the subscriber to the console operator position, enhancing operational security	Assurance that sensitive, private communications will remain secure, from the user in the field to the console dispatch operator.
Improved bandwidth efficiencies reduce transport costs.	Ongoing cost savings for Homer PD.

1.2.1.2 Connection to Conventional Controller

Details on the connectivity between the MCC 7100 dispatch console and the Conventional Controller are described below.

Co-Located Dispatch Console

The MCC 7100 console site is co-located with the K1 Conventional Core Site and interfaces to the network through a subnet interface into a subnet associated with the core site gateway router.

LAN Switch

The site LAN switch provides LAN interfaces for dispatch site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Future Options

Although this solution is completely standalone, a wireline connection to the ALMR P25 Trunking System can be added in the future. The ASTRO K1 Conventional Controller included in this proposal can be repurposed as a backup conventional controller. Redundant connections to the core from the console site LAN switches and the core LAN switches can be added. Backhaul would be required.

Advanced Conventional

This option provides the dispatch operator the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.2.1.3 Conventional Base Station Interfaces

The MCC 7100 consoles are capable of accessing and controlling Homer PD's analog and digital consolettes through the use of conventional channel gateways (CCGW). This capability lowers Homer PD's cost of ownership in two ways:

- It uses the same transport network, reducing the requirements for dedicated backhaul.
- It reduces the hardware requirements for interoperability, lowering fixed network equipment costs.

The dispatch console processes audio received from the station, and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

1.2.2 Console Operations

The MCC 7100 dispatch console is designed to provide mission-critical audio between the dispatch console and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, minimizing voice queuing, and transmitting calls in 450 milliseconds or less.

Using robust error mitigation to maintain call quality, even when the system is heavily loaded, the MCC 7100 console reduces communication errors that may force dispatch console operators to repeat their transmissions.


1.2.2.1 Dispatch Interface

The MCC 7100 console's graphical user interface (GUI) optimizes user efficiency. It is designed to display the maximum number of resources a dispatch operator is able to easily view and control. Homer PD can customize the MCC 7100 GUI by agency or by individual user to meet their dynamic needs and requirements.

Elite Dispatch Graphical User Interface

The MCC 7100 Elite Dispatch GUI is an enhanced version of Motorola's Gold Elite Dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatch operators. For new users, the graphical icons and customization options make the MCC console GUI easy to learn and operate.

An example of the MCC 7100 GUI is shown in Figure 1-3.



**EASY TO USE,
FLEXIBLE, AND
CUSTOMIZABLE
USER INTERFACE**

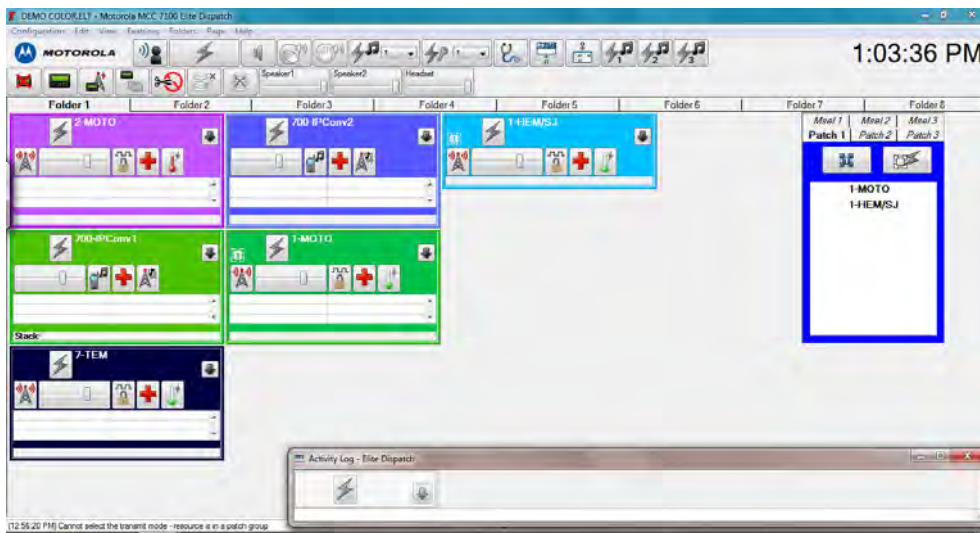


Figure 1-3: The MCC 7100 GUI delivers critical real-time information is delivered to the console operator when and where they need it.

Based on operator preference, the MCC 7100 GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Auxiliary Inputs/Outputs

Dispatch Consoles support Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch consoles. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch console positions in a system and may be accessible to multiple dispatch consoles.

For dispatch consoles, Aux I/O functionality and support is provided by:

- Configuration of dispatch console Aux I/O parameters through network managers.
- Dispatch console display of status inputs/control outputs.

The Aux I/O Servers are used to provide the Aux I/O feature for the dispatch consoles. The consoles communicate to the Servers to perform the Aux I/O function.

1.2.2.2 Standard Radio Transmission and Reception

A typical MCC 7100 console has two speakers, one for selected audio and the second for all remaining unselected audio. Additional speakers can be added to the console, allowing dispatch operators to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources, allowing flexibility in the way the audio is presented to the dispatch operator.

Receiving Calls from the Field and Other Dispatch Operators

Dispatch operators have great flexibility as to how to hear calls from field radio users and other dispatch operators. Each console dispatch operator can define his or her own audio reception profile. They can select a single conventional audio source to be heard on a selected speaker (“Single Select”). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker (“Multi-Select”).

Initiating Calls to the Field and Other Dispatch Operators

The dispatch operator has several different ways of initiating a call. In most circumstances, a “General Transmit” is appropriate. With the general transmit, the dispatch operator selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button.

If the dispatch operator needs to quickly transmit on a resource, they use the “Instant Transmit” function, which activates the resource regardless of whether it is selected. To prevent accidental activation of “Instant Transmit,” it can be limited through an “Instant Transmit Safety Switch,” which must be pressed prior to activation of “Instant Transmit.”

Making Calls to the Field and Other Dispatch Operators

The dispatch operator can transmit audio in different ways, depending on who they need to speak with and how important that communication is. Essentially, they can make calls to all users listening to a specific conventional radio resource. When multiple resources are required, the operator can select additional conventional channels as needed for the call using the multi-select feature.

The MCC 7100 console enables dispatch operators to make private calls to individual field radio users or dispatch operators. Once this private call is established, it can be patched in with another resource at the dispatch operator’s discretion.

Controlling Console Audio

The MCC 7100 consoles offer the operator several different ways of controlling or muting the audio on their console. The operator can change the audio volume of any specific resource routed to a selected speaker and, if they desire, can mute and un-mute all non-selected resources on the console (“All Mute”) for 30 seconds.

The console enables the dispatcher to transmit on a resource while receiving audio from other resources. It also can prevent acoustic feedback when a co-located operator position transmits by muting the transmitting operator position’s audio on a shared resource.

Controlling Network Audio

Dispatch operators can control the audio on the ASTRO 25 network. Using the console, the operator can enable or disable radio users in order to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch console.

Based on operator preference, the MCC 7100 GUI can be customized to show details of RF resources on a per-channel basis. Various controls can be highlighted, such as patch status, frequency select, coded/clear select, and individual volume control. Per-channel controls can be fully or partially shown, or hidden to save space on the screen. Busy dispatch operators can respond to a missed call by simply clicking on an entry in the Activity Log. The

number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of auxiliary inputs and outputs can be conveniently interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

1.2.2.3 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the MCC 7100 console facilitates immediate prioritization and resolution of emergency communications between Homer PD's dispatch and first responders in the field. This enables dispatch operators and first responders to focus on their mission, not their equipment—especially during critical situations.

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications (“Emergency Alarm”). The operator can then “recognize” the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed (“Emergency Recognize”). The audible emergency indication may also be muted by a console operator without recognizing the emergency alarm (“Mute Tones at a Single Op”). When an emergency is over, the dispatch console user can end the Emergency Alarm. The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

Emergency Alarms

The MCC 7100 dispatch console is capable of monitoring radio subscribers for user initiated emergency activations. On subscriber radios that are equipped and programmed to transmit an emergency alarm, the MCC 7100 console detects that this emergency has occurred and displays the emergency on operator positions that are preprogrammed to receive the emergency notification.

Operator positions can be programmed to either receive the emergency or to completely ignore it. In the event of an emergency condition from a radio user, all programmed consoles will give both an audible and visual indication of the event. The dispatch operator can then silence the emergency leaving the visual indication on the screen indicating information on the initiating radio allowing the call to be handled and dispatched appropriately.

Once an emergency is received all programmed operator positions will give the audible and visual indication of the event. Any one of these operator positions has the ability to silence the emergency at only their position or for all operator positions on the system.

In the event that all channels are busy at the RF site receiving the emergency, that event is automatically given a Priority Level 1. This is the highest priority possible, putting the emergency call at the top of any busy queue. The emergency call will be given the next available voice channel at that site bumping all non-emergency calls in the queue.

Receiving an Emergency Call

When a field user or another dispatch operator initiates an emergency call, the console emits both visual and audible indications (“Emergency Alarm”). The audible indication works to alert the dispatch operator that an emergency is underway; the visual indication directs the dispatch operator’s attention to the specific resource on which the emergency call is being made. The dispatch operator can immediately reserve a voice channel for the duration of the emergency.

The audible indication for an emergency is generated at the maximum level of the received audio, regardless of what volume the console has set that resource to. This is to ensure that the console operator does not miss the call. When the emergency call has been acknowledged, the volume for that resource is returned to its previous level.

Responding to an Emergency Call

When a console operator wishes to respond to an emergency call, they can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (“Auto-Open of Quick List”). The operator can then “recognize” the emergency call, which ends the audible emergency indication and notifies all console operators that the emergency is being addressed (“Emergency Recognize”).

The audible emergency indication may also be muted by a console operator, without recognizing the emergency alarm (“Mute Tones at a Single Op”). This would be used in a situation where one agency is monitoring a channel that belongs to another agency. If an emergency alarm comes in on the second agency's channel, the first agency could mute the tones at their dispatch consoles without having to wait for the second agency to recognize it.

Ending an Emergency Call

When an emergency is over, the dispatch console user can end the Emergency Alarm. The visual indication on the console GUI is removed, and the console informs the other operator positions that the emergency is over (“Emergency End/Knockdown”).

The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.2.2.4 Radio Patch Control

MCC 7100 console users can patch communication between radio users that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group. The MCC 7100 supports a maximum of four active patch groups.

Setting up a Standard Patch

A dispatch operator can set up a standard patch between conventional RF and other audio resources. After the patch is created, the dispatch console transmits all audio on one resource to all other resources in the patch group.

Patched radio users see the ID or alias of the other patched radio(s) on trunking resources, as opposed to that of the console, provided that the radio subscriber is capable of displaying IDs. This minimizes confusion and the need for the dispatch operator to intervene in the call. Patches are automatically re-established if interrupted so the MCC 7100 user can concentrate on continuing operations.

Pre-Defined Patches

Patches can also be pre-defined, and be automatically re-initiated each time a dispatch console computer is restarted (“Patch Auto-Start”).

Using Multi-Select

The Multi-Select feature allows a dispatch console to define groups of selected radio resources. When a Multi-Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while it is open or closed.

The Multi-Select feature:

- Selects multiple resources simultaneously.
- Defines and stores groups of resources so that multiple resources can be conveniently selected and deselected.

1.2.2.5 Call Management and Control

Automatic Prioritization of Calls

Calls on the MCC 7100 console are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, will take priority over general or patch transmissions.

Multiple dispatch console operators can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system, each with their own primary supervisor.

Console supervisors have the capability to disable and enable operator console functionality as necessary.

Standard Call Indications

The MCC 7100 console indicates the availability of any given resource, whether or not it is being transmitted on at the moment. It will also give an inbound call indication that provides the console operator with a visual cue of audio activity on a radio resource. This functionality makes it easy for an operator to see at a glance what the status of a resource is at any moment.

Resource Identification

To identify a resource, the console reads its unit ID, a string of digits that uniquely represent that resource. The console makes it easy for operators to read unit IDs by replacing them with user-friendly 16-character aliases. These aliases, which are defined during the configuration of the console system, can replace the unit IDs of the following resources:

- Conventional Channel Resource.
- Conventional Channel Frequency Selection Control.
- Conventional Channel PL Selection Control.
- Unit ID.
- Aux I/O Resource.

The unit ID can appear in a received call stack, the three-line display, the resource header, and the activity log window. The unit ID of a parallel dispatch console is also displayed on the dispatch console when the parallel dispatch console transmits on ASTRO 25 conventional radio resources which are common to both consoles.

Call Alerting

When an operator needs to reach a radio user or dispatch operator and they are not near their radio or console, the dispatch operator can “page” the unattended radio or console through a series of beeps and an indication of the sender’s ID. When the radio user or dispatch operator becomes available, they will see the unit ID of the calling dispatch operator’s console or radio ID, and be able to return the call. Additionally, a Call Alert can be used to trigger an activity. For instance, a Call Alert may cause a vehicle’s horn to sound and its lights to flash. The console operator can even send a call alert to a user who is involved in voice and data communications over the network.

1.3 MCC 7100 DISPATCH CONSOLE COMPONENT DESCRIPTION

This section discusses the various components that make up the proposed MCC 7100 Dispatch Console system. These components are connected together and to the rest of the ASTRO 25 system on an IP network via console site routers and switches. The MCC 7100 Dispatch Console functions as an integrated component of the total radio system, fully participating in system level features such as end-to-end encryption and agency partitioning.

Since the network is IP-based, the system’s interfaces and components can be distributed physically throughout the network. Logging components can be centrally located at the zone core or distributed at console sites. CCGWs can be located at conventional-only RF sites, at trunking RF sites, the Core site, or at console sites with conventional stations. Aux I/O Servers can be placed anywhere in the zone, closest to where they are needed.

Components described below are included in this system design.

1.3.1 Operator Position Components

MCC 7100 operator positions connect directly to the radio system’s IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based operator position, without additional centralized electronics.

1.3.1.1 Personal Computer (PC)

Each MCC 7100 Console uses an HP Z440 Workstation with Microsoft Windows 7 OS (64 bit). Computer Monitors are not included. A variety of monitors are supported, including both touch and non-touch operation.

1.3.1.2 MCC 7100 Operator Accessories

The USB Audio Interface Module (AIM) is an external device that you connect to the MCC 7100 Dispatch Console. It functions as an interface between analog devices and the console position and as a general-purpose input/output module. The USB Audio Interface Module supports audio routing between the dispatch operator and Motorola-standard peripherals. The USB AIM connects to the MCC 7100 Dispatch Console with a USB cable.

Audio Interface Module (AIM)

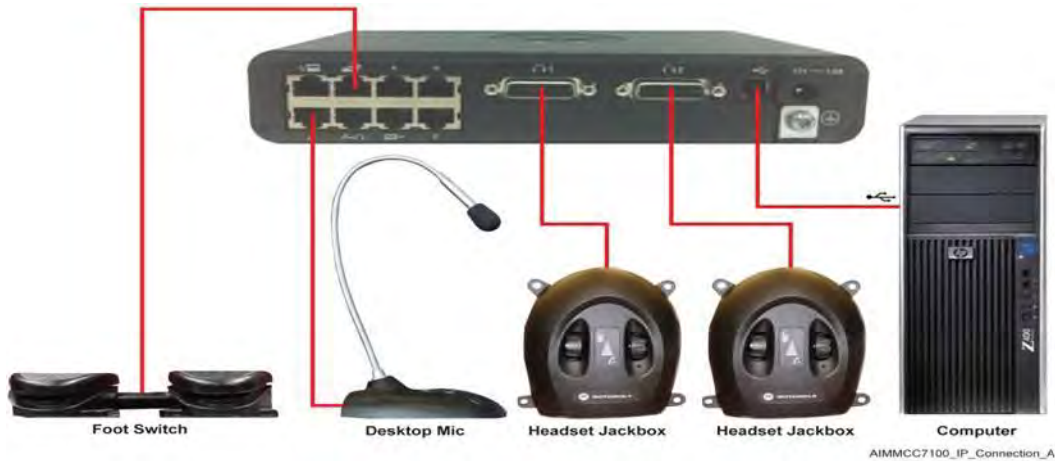


Figure 1-4: Audio Interface Module

The AIM supports standard Motorola operator accessories (Figure 1-4). The following accessories are included in this proposal for each position:

- Footswitch - USB Kinesis two pedal footswitch
- Desktop Gooseneck Microphone - USB SHURE Desktop Microphone
 - Desktop Microphone is a set of three parts: 12” neck Hyper, Angled Desktop Gooseneck Base, XLR to USB Adapter
 - The SHURE Microphone does not have PTT in the base. PTT is accomplished using the headset PTT, Mouse, Touch-screen or footswitch.
- Headset Base with PTT – Plantronics USB Headset base with PTT (limit one per console). Quick-disconnect top is ordered separately.
- USB Hub – Cables to Go 7-Port USB 2.0 Hub

Six (6) Noise Cancelling Single Muff Headsets are also included.

1.3.2 Instant Recall Recorder (IRR)

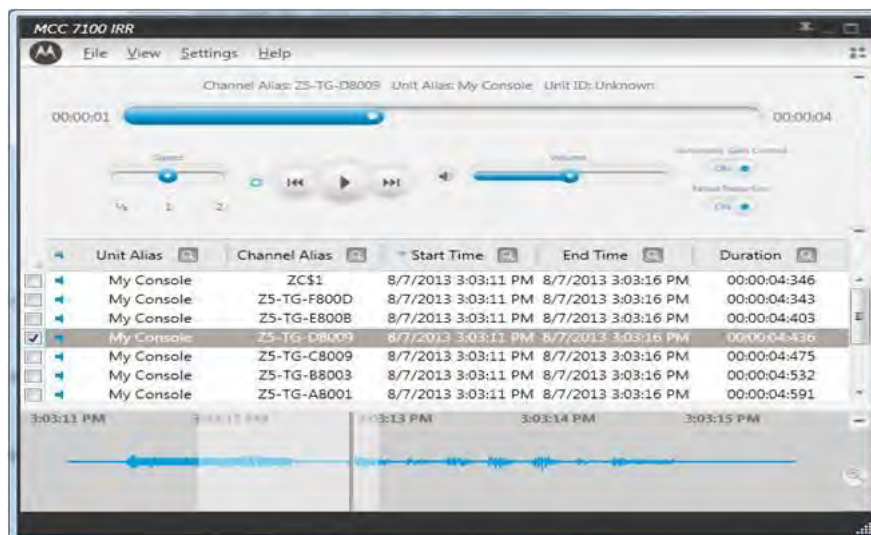


Figure 1-5: Sample IRR Screen Shot

The IRR allows a dispatch operator to record radio transmit and receive audio (Figure 1-5). Recorded calls include the following call types:

- Inbound audio from the currently selected channels;
- Outbound audio from the microphone to the selected channels;
- Outbound audio from the microphone to the selected channels;
- Tones generated by the dispatch console that appear in the speakers of the dispatch console

One IRR is required per console position. Features of the MCC 7100 IRR include:

- Save and forward audio files.
- Configurable storage of up to 4 GB.
- Automatic purge of the oldest record.
- Variable speed replay.

Note: The IRR records radio audio only, it does not record telephone audio.

1.3.3 Auxiliary Inputs and Outputs

An Auxiliary Input/Output server enables console operators to control and monitor external devices, such as doors and lights, from the console user interface. Multiple dispatch consoles anywhere in the network may monitor and control the same relay output and/or external inputs. Changes are indicated across all dispatch consoles simultaneously. Customizable graphic icons are also used to provide a visual indication of both the function and state of external inputs.

The contact closures and input buffers required to interface to these devices are housed in Remote Terminal Units (RTUs). These RTUs can be physically located close to where they are needed, at any console site or RF site. The dispatch consoles and RTUs communicate with each other across the radio system's IP transport network. Individual relay outputs can be configured so that they require a safety switch to be pressed before they respond to any commands from the dispatch console user.

One SDM3000 Aux I/O Server is included in this solution.

Supported Aux I/O Configurations

Table 1-2 outlines the supported Aux I/O configurations.

Table 1-2: Supported Aux I/O Configurations

Aux I/O Configuration	Description
Momentary Input	This is an input where the user interface always shows the true state of the input. If the input is active, it is shown as active. If it is not active, it is shown as not active.
Latched Input	This is an input where the user interface does not necessarily show the true state of the input. When the input goes active, the user interface shows the state as active. The display will continue to show the state as active even if the input changes to the inactive state. A dispatch console user must manually reset the display to return it to the inactive state.

Aux I/O Configuration	Description
Momentary Output	This output relay is activated when the dispatch console user presses the button on the user interface and deactivated when the dispatch console user releases the button.
Latched Output	This output relay changes state only when the dispatch console user presses the button.
Interlocked Latched Output	This latched output relay is part of a group of latched output relays. Only one of the relays in the group may be active at a time. Interlocked relays work in a “break before make” fashion; that is, the previously active relay is deactivated before the new relay is activated.

1.3.4 Conventional Channel Gateway Equipment

Conventional Channel Gateways (CCGWs) are used to interface analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. CCGWs provide 4-wire analog interfaces for analog channels and V.24 and IP digital interfaces for ASTRO 25 conventional channels. The platform that is hosting a CCGW may be solely dedicated to that task or it may also be used as a console site router or an RF site router, provided the WAN link is not redundant.

The enhanced GGM 8000-based CCGW is available for interfacing to conventional channels. The enhanced CCGW can support combinations of analog, MDC 1200, ACIM Link, digital and mixed mode channels simultaneously. Low density and high density versions of the enhanced CCGW are available.

- The low density version contains four analog ports and four V.24 ports plus an Ethernet port. Up to eight conventional channels can be connected to the analog and V.24 ports. The eight channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the eight channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the low density version to 24.
- The high density version contains eight analog ports and eight V.24 ports plus an Ethernet port. Up to 16 conventional channels can be connected to the analog and V.24 ports. The 16 channels can be mixtures of analog, MDC 1200, ACIM Link, digital or mixed mode. In addition to the 16 channels connected to ports, up to 16 IP based channels can be supported. This brings the total number of channels supported on the high density version to 32.

Analog Configuration

The enhanced GGM 8000-based CCGW provides two sets of ports that are used with analog channels. One set (called the Analog Ports) contains the analog inputs and outputs for the channels along with a COR/Coded/Clear input and a PTT Relay output. The other set (called the Supplemental I/O Ports) contain analog logging recorder outputs and various inputs that can be used with the analog channel.

Each analog port contains the following inputs and outputs:

- **2-Wire Input/Output** – When the channel is configured for 2-wire operation, this input/output is used to send console transmit audio to the channel and to accept radio audio from the channel
- **4-Wire Input** – When the channel is configured for 4-wire operation, this input is used to accept radio audio from the channel.

- **COR or CIU Coded/Clear Input** – If the channel is configured for clear (non-secure) operation with COR (Carrier Operated Relay), then this input is used to accept the COR output from the channel. When used as a COR input, the input uses contact closure detection.
- **PTT Relay Output** – The PTT relay output provides a relay contact closure capable of supporting up to 1 Amp at 24 volts DC.
- **VOX and COR Operation** – A clear (non-secure) analog port must be configured to support either VOX or COR operation. The CCGW will not pass audio to the dispatch consoles or logging recorders unless there is an active VOX or COR condition.
- **LOBL (Line Operated Busy Light) Detectors** – The LOBL detector on the 2 or 4 wire inputs can be used to detect when a parallel non-MCC 7100 dispatch console is transmitting on the channel via tone remote control.
- **AGC, DLM and Fixed Gain Operation** – When configured for AGC operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for DLM operation, the gain of the audio input is constantly adjusted to provide a constant output level to the dispatch consoles and logging recorders. When configured for fixed gain operation, the gain of the audio input is fixed and does not change.

The enhanced GGM 8000-based high density CCGW provides eight ports containing supplemental I/Os which can be used to provide additional functionality on analog channels:

- **LOBL (Line Operated Busy Light) Input** – The LOBL input provides an alternative method to the software LOBL detector for detecting when a parallel non-MCC 7100 dispatch console is transmitting on an analog channel. This input can be configured for either voltage operation or contact closure operation.
- **High Speed Mute Input** – When the mute input is active, all audio at the configured audio input(s) will be muted.
- **Analog Logging Output** – The analog logging output provides 600 Ohm balanced analog audio consisting of the summed transmit and received audio from the channel connected to the paired analog port.
- **Coded/Clear Call Input** – The coded/clear call input provides certain legacy analog secure conventional channels a means of informing the MCC 7100 dispatch consoles about the mode (coded or clear) of a call.

V.24 Configuration

The enhanced GGM 8000-based CCGW provides four (low density version) or eight (high density version) V.24 ports to which ASTRO 25 conventional channels may be connected. The V.24 ports on the CCGW are connected to the V.24 ports on the base station or comparator. The V.24 ports are also used for the ACIM link connections to consolettes.

Mixed Mode Configuration

Both the low density and high density versions of the enhanced GGM 8000-based CCGW support mixed mode channels. These channels are shared between digital radio users and analog radio users. When a digital call is generated either by the MCC 7100 console or a radio user, the V.24 port provides the digital voice path to and from the radio system. Mixed mode operation does not use an IP link for digital audio routing. For analog radio calls, the 2 or 4 wire ports provide the analog voice path, while the V.24 ports will provide control and signaling information for the channel.

IP Conventional Gateway

Both the low density and high density enhanced GGM 8000-based CCGWs can support up to 16 G-Series-based ASTRO 25 conventional channels via the radio system's IP network. The IP interface uses the same Ethernet cable that the enhanced CCGW uses for everything else. The 16 IP-connected channels are in addition to any analog or V.24 channels that may also be connected to the enhanced CCGW.

Conventional Site Controllers

The GCP 8000 is equipped with a single controller module. The GCP 8000 is capable of supporting the full set of dispatch consoles, archiving interface servers, and conventional gateways. The GCP 8000 can only be located at the Core site. The GCP 8000 is responsible for:

- Fault management for the GCP 8000.
- Processing conventional call requests from the conventional gateway or from the console.
- Assigning the multicast groups for conventional calls.
- Issuing a call grant to the requestor.
- Issuing a beginning of mobile transmission to the consoles (with alias information).
- Arbitration between multiple radios and/or consoles vying for the same channel.
- Processing an end of call.
- Acknowledge subscriber signaling calls (e.g. emergency).
- Distributes subscriber signaling to affiliated consoles.
- Other conventional voice call processing.

STATEMENT OF WORK

Motorola is proposing to Homer PD the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
Homer PD main facility	Two Position MCC7100 Dispatch Console on a ASTRO 25 K1 Core

The document delineates the general responsibilities between Motorola and Homer PD as agreed to by contract.

2.1 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Name a Motorola Project Manager
- Prepare project schedule in conjunction with Homer PD
- Provide Homer PD with the appropriate system interconnect specifications
- Provide a dedicated delivery point at Homer PD for receipt, inventory, and storage of equipment prior to delivery to the site
- Schedule the implementation in agreement with Homer PD
- Coordinate the activities of all Motorola subcontractors under this contract
- Administer safe work procedures for installation
- Assemble and prepare system for installation
- Stage, assemble at Motorola Solutions Facilities
- Prepare the new equipment room at Homer PD to be R56 compliant and ready for installation of a new K1 Core/MCC 7100 equipment
- Prepare cut-over plan in conjunction with respective project managers
- Cut-over from old to new system as pre-arranged
- Perform Acceptance Test Plan as pre-arranged
- Complete acceptance test certificate with Homer PD and begin warranty

2.2 HOMER PD RESPONSIBILITIES

Homer PD will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Homer PD general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain the frequencies necessary to support the system design.
- Remove, relocate or dispose of obsolete communications equipment as required.

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- The new APX7500 control stations will reuse existing antenna systems
- Any site/location upgrades or modifications are the responsibility of Homer PD.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of Homer PD.
- Any required system interconnections not specifically outlined here will be provided by Homer PD. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should Homer PD's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- This quote does not include considerations for any site specific installation requirements, including but not limited to:
 - HVAC
 - Floor Loading
 - Power sourcing/loading
 - Breaker panel availability
 - Surge suppression, beyond that provided by Motorola for new equipment
- All power/HVAC will be provided by the customer
- Equipment power is to be 120V AC
- The customer will provide NEC and R56 compliant TVSS power panel protection and grounding connection points for all rack-mounted equipment
- The customer will provide a connection to the building grounding system at each operator position.
- All existing sites or equipment locations will have sufficient space available for the system described.
- Site links will supply enough bandwidth to support operation of MCC7100 consoles.
- Motorola is not providing any console workspace furniture or enclosures. The customer will be responsible for providing furniture and any custom equipment to accommodate the console operator terminal(s) and to suit individual dispatcher preferences.

- Motorola has not made any provisions in its design for connection of third-party systems to its dispatch hardware, this includes but is not limited to:
 - Computer Aided Dispatch (CAD)
 - Telephone Interconnect
 - Dispatch API/SDK

ACCEPTANCE TEST PLAN

Testing of the proposed equipment is included. This includes the following:

- Test features and functionality are in accordance with manufacturers' specifications.
- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.

A detailed Acceptance Test Plan will be developed upon purchase and will be reviewed during the Project Kickoff/Design Review meeting.

SERVICE/WARRANTY

4.1 ESSENTIAL PLUS SERVICES OVERVIEW

In order to ensure the continuity of Homer PD's network and reduce system downtime Motorola proposes our Essential Plus Services offering to the Homer PD. Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Self-Installed Security Patches.
- Network Updates/System Upgrade Agreement (SUAll)

These services will be delivered to Homer PD through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

4.2 ESSENTIAL PLUS SERVICES DESCRIPTION

Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of Homer PD's system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between Homer PD, third-party subcontractors and manufacturers, and Motorola. When Homer PD's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Homer PD's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

OnSite Support provides local, trained and qualified technicians who will arrive at Homer PD's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the Homer PD's location in order to remedy equipment issues based on the impact of the issue to overall system function.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

Network Hardware Repair

Network Hardware Repair – Motorola's authorized Repair Depot will repair the equipment provided by Motorola, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola equipment, and coordinate the repair of third-party solution components.

Security Management Operations

The proposed Self-Installed Security Patches Service will provide Homer PD with security updates that are pre-tested by Motorola and installed by Homer PD's personnel. Motorola's dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to Homer PD. Once an update is fully tested and ready for deployment in Homer PD's system, Motorola will post it to a secured extranet website and send an email notification to Homer PD. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation for Homer PD along with the updates on the website.

Network Updates

With our proposed **Network Updates Service**, Motorola commits to sustain Homer PD's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Homer PD has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Homer PD to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. The Network Updates Service will provide one upgrade every two years throughout the life of the service agreement. Motorola will minimize any interruption to system operation during each network update, with minimal reliance on Homer PD's personnel.

4.3 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

Onsite Service through a Field Service Team

Onsite maintenance and repair of Homer PD's system will be provided by Motorola's local team of service personnel. Motorola will provide Homer PD with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to Homer PD's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify Homer PD that the system is restored to normal operation and request approval to close the case.

Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate Homer PD's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in Homer PD's system. All components being repaired are tracked throughout the process, from shipment by Homer PD to return through a case management system where users can view the repair status of the radio via a web portal.

Direct Access to System Information through MyView Portal

Supplementing Motorola's proposed services plan for Homer PD is access to Motorola's online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, Homer PD's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 4-1: MyView Portal offers real-time, roled-based access to critical system and services information.

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution:

Qty.	Part Number	Description
		K1 CORE
1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CA01663AB	ADD: RACK
3	DSGS1209436114	GROUND STRAP 1/2 X 094 X 36 1-HOLE 1/4 IN LUG
3	DSGS1209424114	GROUND STRAP 1/2X094X24 1-HOLE 1/4
29	DSCS46B	1/4-20 X 3/4 HHCS BRONZE
32	DSN420S	1/4-20 HEX NUT 18-8 SS (SOLD INDIVIDUALLY)
32	DSLW4S	1/4 LOCK WASHER 18-8 SS (SOLD INDIVIDUALLY)
1	DSRGBVKIT145872A	1/4X5/8X72 RACK GRD BAR KIT VERTICAL
5	CA01616AA	ADD: AC POWER
		MCC7100 Console System
2	B1939	MCC 7100 IP Dispatch Position Main Model
1	B1940	MCC 7100 DVD
2	B1942	MCC7100 SOFTWARE LICENSING
2	CA01642AB	ADD: MCC 7100 BASIC CONSOLE FUNCTIONALITY SOFTWARE LICENSE
2	UA00249AA	5 CHANNEL SW LICENSE
2	CA01643AA	ADD: MCC 7500 /MCC 7100 TRUNKING OPERATION
2	TT3106	COMPUTER, Z440 WORKSTATION WINDOWS 10 (NON RETURNABLE)
2	T7885	MCAFEE WINDOWS AV CLIENT
2	UA00253AA	ADD: MCC 7100 INSTANT RECALL RECORDER LICENSE
2	CDN6673	CREATIVE LABS INSPIRE A60
2	B1941	USB AUDIO INTERFACE MODULE
2	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
4	B1912	MCC SERIES DESKTOP SPEAKER
4	B1913	MCC SERIES HEADSET JACK
4	RLN6098	HDST MODULE BASE W/PTT, 15' CBL
6	RMN5078B	SUPRAPLUS NC SINGLE MUFF HEADSET
		AUX I/O
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL

1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
2	6406066M02	PANEL PUNCH BLOCK
3	DDN9994	TELCO 15 FT 50 WAY CABLE, 180 DEG MALE - 90 DEG MALE, .35 INCH SCREW
		SPARES
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	CLN1856	2620-24 ETHERNET SWITCH
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	TT3106	COMPUTER, Z440 WORKSTATION WINDOWS 10 (NON RETURNABLE)
1	CDN6673	CREATIVE LABS INSPIRE A60
1	B1941	USB AUDIO INTERFACE MODULE
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
2	B1913	MCC SERIES HEADSET JACK
		APX7500 VHF CONSOLETTES
4	L30KSS9PW1 N	APX CONSOLETTTE VHF
4	GA00306	ADD: VHF MP PRIMARY BAND
4	CA01598	ADD: AC LINE CORD US
4	G51	ENH: SMARTZONE OPERATION APX
4	G806	ADD: ASTRO DIGITAL CAI OPERATION
4	G361	ADD: P25 TRUNKING SOFTWARE
4	QA01648	ADD: ADVANCED SYSTEM KEY - HARDWARE KEY
4	G843	ADD: AES ENCRYPTION APX
4	W969	ADD: MULTIPLE KEY ENCRYPTION OPERATION
4	G90	ADD: NO MICROPHONE NEEDED
4	L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
4	G78	ADD: 3 YEAR SERVICE FROM THE START LITE
4	HKN6233	ASSEMBLY,ACCESSORY,APX CONSOLETTTE RACK MOUNT TRAY HARDWARE KIT
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
		OTHER
1	DS94830516	NETCLOCK GPS TIME SERVER MASTER CLOCK INCLUDES OPTION 16 AND GPS OCXO
1	DQ8230	SPECTRACOM GPS OUTDOOR ANTENNA, WITH MOUNTING BRACKET AND METAL STRAPS
1	DS8226	ANTENNA LINE SURGE SUPPRESSOR SPECTRACOM
1	DSCAL7100	GPS 100 FT. COAX ANTENNA CABLE TERMINATED WITH TYPE N CONNECTORS
1	DSVERINT	12-CHANNEL AUDIOLOG ANALOG RECORDER

TRAINING

6.1 OVERVIEW

Motorola Solutions understands that successful implementation and use of your communications system depends on effective training. We have developed a training proposal for Homer PD to ensure a comprehensive understanding of your proposed system and all user equipment. We are leveraging over 86 years of training experience working with customers just like you to provide recommendations for your consideration. The training proposal detailed in the following pages incorporates customer feedback coupled with a best practices systematic approach to produce effective course delivery and content.

Our commitment to Homer PD is to provide unsurpassed services that ensure the equipment operates efficiently for the life of the system. To do so, we directly train your personnel to utilize the system to its maximum potential.

Homer PD personnel will gain in-depth understanding of the power of your new system through education and proficient daily use. Our high-quality training focuses on student needs. The training is complemented by detailed documentation and available continuing education programs.

We will collaborate with Homer PD to develop a final customized training plan that fits your needs. Our goal is to ensure system administrators, technicians and end users are skilled in using your new system.



6.2 TRAINING APPROACH

Our training solutions deliver a combination of online training and field based instructor-led training in classrooms at Homer PD locations using operational equipment. Motorola Solutions will employ knowledgeable and experienced instructors to deliver well-designed courseware and integrated lab activities.

Training is based upon several key criteria:

- Course design is driven by an analysis of student needs. It focuses on specific application rather than theory.
- Learning objectives are based upon what students need to accomplish on the job.
- Hands-on lab opportunities using Homer PD specific job aids are incorporated to maximize learning and retention.

Our instructors bring invaluable experience and knowledge of customer communication solutions into their training approach. This gives them better insight and understanding into the practical aspects of Homer PD manager, technician and end user job functions. Each instructor has the proven ability to communicate with a novice as well as expert personnel.



6.3 PROPOSED COURSES

Motorola Solutions has identified the following course(s) that are necessary to achieve the training goals for Homer PD. Course description files for the recommended courses are provided in the matrix below. Class delivery for instructor-led courses in the field will be tailored for your system and features. Specifically, our proposed training plan addresses the following categories as identified in your request for proposal:

- Console Operators and Supervisors
- System Managers and Maintenance Technicians

It is recommended that students bring their laptop computers for all System Administrator and Technician classes.

6.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
MCC7100 / 7500 Console Operator and ADMIN 2 training consoles (Instructor-led)	Homer PD Tech. Dept.	1 (8-hour session)	1 day	Chehalis, WA	Prior to cutover	3
<p>Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>Admin Course Synopsis: This course provides participants with the knowledge and skills to manage and utilize the MCC 7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.</p> <p>Note: The operator class is in the first half of the day. The Admin class and Interactive End User Tool Kit will be covered during the second half of the day.</p>						
MCC7100 / 7500 Console Operator 2 training consoles (Instructor-led)	Homer PD Dispatch Operators	6 (4-hour sessions)	3 days	Chehalis, WA	Prior to cutover	24 (4 per session)
<p>Operator Course Synopsis: This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p>						

Resident Classes – Motorola Training Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training. For the classes listed below students are responsible for their travel and expenses.

6.3.2 Maintenance Training Plan

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
ASTRO 25 Systems Applied Networking Course #: NWT003 (Instructor-led)	System Administrators & Technicians	1	4.5	Schaumburg, IL	Prior to other classes	2
Course Synopsis: This course provides the participant with the necessary networking information required for understanding the Network Transport subsystem components installed in an ASTRO 25 IV&D communications system. The course includes familiarization with basic networking concepts and the networking components deployed throughout the system.						
ASTRO 25 IV&D Conventional with K Core System Overview Course #: ACS715400 (Self-paced; On-line) Prerequisite	System Administrators & Technicians	1	1 hour	Self Paced Online	Prior to the Workshop	2
Course Synopsis: The ASTRO®25 IV&D Conventional with K Core System Overview is a self-paced course describing the conventional K Core system. In order to take other classes, students are required to complete this course and obtain a passing score in the corresponding test. It presents a high-level description of the system's call flow capabilities, components, features and benefits.						
ASTRO 25 IV&D Conventional K Core with Configuration Manager Workshop Course #: ACS716410 (Instructor-led)	System Administrators & Technicians	1	3 days	Schaumburg, IL	Prior to maintaining the system	2
Course Synopsis: The ASTRO®25 IV&D Conventional with K Core and Configuration Manager course teaches advanced troubleshooting skills and best practices for the ASTRO 25 IV&D Conventional K Core. It also focuses on administrator functions and how to use the ASTRO 25 IV&D Configuration Manager applications. A technical introduction to the MCC 7500 as used within the ASTRO 25 IV&D Conventional K Core, including some administrator functions, is also provided. Learning activities focus on gathering and analyzing system information to implement the appropriate actions that return a system to full operational status.						

Course Title	Target Audience	Sessions	Duration (days)	Location	Date	Participants
ASTRO 25 IV&D Conventional RF Site Workshop Course #: ACS716440 (Instructor-led)	Site Technicians	1	3 days	Schaumburg, IL	Prior to Maintaining	2
Course Synopsis: The ASTRO 25 IV&D Conventional RF Site workshop describes the components in the different ASTRO 25 IV&D Conventional RF Sites topologies. This course also presents how the different ASTRO 25 IV&D Conventional RF Sites topologies operate and explains the tools and methods available for troubleshooting components within the different ASTRO 25 IV&D Conventional RF Sites topologies.						
Standalone GTR8000 Conventional Base Radio Course #: AST2006 (Instructor-led)	Site Technicians	1	2 days	Schaumburg, IL	Prior to Maintaining	2
Course Synopsis: This course is designed to give the participants the ability to align, troubleshoot and repair the Standalone GTR8000 Base Station/Repeater to Motorola Solutions recommended service levels. Emphasis is placed on the use of Configuration Service Software (CSS) and its role in configuration, maintenance, diagnostics, alignments, and optimization of the Standalone GTR8000 Base Radio/Repeater.						

PRICING

Motorola is pleased to provide the following equipment and services to Homer PD under the HGAC Contract #RA05-15. Services include turnkey installation of radio system, full engineering, one year of Essential Plus Support services, and project management throughout the course of the entire project.

K1 Core with 2 MCC7100 Console Ops	
Equipment / Services	Pricing
Equipment	
Equipment Cost (at List Price) [<i>See Equipment detail in Section 7.</i>]	\$171,694
<i>HGAC Equipment Discount</i>	(\$23,992)
System Implementation Services: Turnkey Installation, Optimization, Project Management, Post Sale Engineering, System Technologist, System Documentation, One Year of Essential Plus Support Services	\$181,310
10% Contract Execution Incentive*	(\$32,901)
Total System Cost	\$296,111

*Incentive is based on contract signature by June 30, 2017, and approval to ship before September 22, 2017.

7.1 PAYMENT TERMS

Motorola will submit invoices to Homer PD according to the Payment Schedule. Except for a payment that is due on the Effective Date, Homer PD will make payments to Motorola within thirty (30) days after the date of each invoice. Homer PD will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price upon contract execution.
2. 60% of the Contract Price upon shipment of equipment.
3. 5% of the Contract Price upon completion of installation.
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price upon final system acceptance.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of

equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

CONTRACTUAL DOCUMENTATION

This Proposal is based upon the master purchasing agreement executed by the Houston-Galveston Area Council of Governments (“H-GAC”) and Motorola Solutions, Inc., for the purchase of Radio Communication/Emergency Response & Mobile Interoperability Equipment, Contract No. RA05-15, dated May 1, 2015 (the “H-GAC Contract”), which is incorporated herein in its entirety by this reference, and the enclosed Communications System Agreement which serves as the “End User Agreement” under Section 6 of the H-GAC Contract.

Communications System Agreement

Motorola Solutions, Inc. (“Motorola”) and Homer PD (“Customer”) enter into this “Agreement,” pursuant to which Customer will purchase and Motorola will sell the System, as described below. Motorola and Customer may be referred to individually as a “Party” and collectively as the “Parties.” For good and valuable consideration, the Parties agree as follows:

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through E will be resolved in their listed order.

Exhibit A	Motorola “Software License Agreement”
Exhibit B	“Payment Schedule”
Exhibit C	“Technical and Implementation Documents”
C-1	“System Description” dated May 23, 2017
C-2	“Equipment List” dated May 23, 2017
C-3	“Statement of Work” dated May 23, 2017
C-4	“Acceptance Test Plan” or “ATP” dated May 23, 2017
C-5	“Performance Schedule”
Exhibit D	Service Statement(s) of Work and “Service Terms and Conditions” (if applicable)

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

2.1. “Acceptance Tests” means those tests described in the Acceptance Test Plan.

- 2.2. “Administrative User Credentials” means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer’s personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- 2.3. “Beneficial Use” means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- 2.4. “Confidential Information” means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.5. “Contract Price” means the price for the System, excluding applicable sales or similar taxes and freight charges.
- 2.6. “Effective Date” means that date upon which the last Party executes this Agreement.
- 2.7. “Equipment” means the equipment that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- 2.8. “Force Majeure” means an event, circumstance, or act of a third party that is beyond a Party’s reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.9. “Infringement Claim” means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.10. “Motorola Software” means Software that Motorola or its affiliated company owns.
- 2.11. “Non-Motorola Software” means Software that another party owns.
- 2.12. “Open Source Software” (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.13. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.14. “Software” means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.
- 2.15. “Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- 2.16. “Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

2.17. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the Technical and Implementation Documents.

2.18. "System Acceptance" means the Acceptance Tests have been successfully completed.

2.19. "Warranty Period" means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. For non-system purchase and sale transactions (such as the purchase and sale of products only or products plus incidental services), the "Warranty Period" means one (1) year from the date of shipment.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of expiration of (i) the Warranty Period or (ii) the rights under Section 3.4 below, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date, Customer may order additional Equipment or Software if it is then available and related services. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL information may be found at <https://businessonline.motorola.com> and the MOL telephone number is (800) 814-0601.

3.5. MAINTENANCE SERVICE. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in Exhibit D. Those services and support are included in the Contract Price. If Customer wishes to purchase additional maintenance and support services for the Equipment during the Warranty Period, or any maintenance and support services for the Equipment either during the Warranty Period or after the Warranty Period, the description of and pricing for the services will be set forth in a separate document. If Customer wishes to purchase extended support for the Motorola Software after the Warranty Period, it may do so by ordering software maintenance or upgrade services. Unless otherwise agreed by the Parties in writing, the terms and conditions applicable to the maintenance, support or software services will be Motorola's standard Service Terms and Conditions, together with the appropriate statements of work.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement.

3.8. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 5 CONTRACT PRICE, PAYMENT AND INVOICING

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$_____. Motorola has priced the services, Software, and Equipment as an integrated system. A reduction in Software or Equipment quantities, or services, may affect the overall Contract Price, including discounts if applicable.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment Schedule. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Customer may change this information by giving written notice to Motorola.



Section 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. Motorola may assist Customer in the local building permit process.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and Specifications as necessary. If change in sites or adjustment to the installation plans and Specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 7 TRAINING

Any training to be provided by Motorola to Customer will be described in the Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 8 SYSTEM ACCEPTANCE

8.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

8.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System will not postpone System Acceptance or Subsystem Acceptance, but will be corrected according to a mutually agreed punch list schedule.

8.3. **BENEFICIAL USE.** Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

8.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the Parties will promptly memorialize this final event by means of a Final Project Acceptance Certificate.

Section 9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

9.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

9.3. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

9.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

9.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim.

Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

9.6. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DELAYS

10.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 11 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

11.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

11.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

11.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). A Party may not unreasonably withhold consent to the mediator selection. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by an executive with authority to settle the Dispute.

11.4. LITIGATION, VENUE AND JURISDICTION. If a Dispute remains unresolved for sixty (60) days after the Notice of Mediation, either Party may submit the Dispute to a court of competent jurisdiction in

the state in which the System is installed. Each Party agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

11.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 12 DEFAULT AND TERMINATION

12.1 DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges.

Section 13 INDEMNIFICATION

13.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

13.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

13.3. PATENT AND COPYRIGHT INFRINGEMENT.

13.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software

("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

13.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

13.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

13.3.4. This Section 13 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 13 are subject to and limited by the restrictions set forth in Section 14.

Section 14 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 15 CONFIDENTIALITY AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

15.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 16 GENERAL

16.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

16.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable)

following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4 SEVERABILITY. If a court having jurisdiction finds any part of this Agreement to be invalid or unenforceable, that part will be severed and the remainder will continue in full force and effect.

16.5 INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.6 HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.7 ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

16.8 NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express or UPS), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.

Customer

Attn: _____

Attn: _____

fax: _____

fax: _____

16.9 COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of

its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant Administrative User Credentials to those personnel with the training or experience to correctly use the access. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

16.12. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 15 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Homer PD ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.



4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola

disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.



OUR COMMITMENT

Motorola Solutions connects people through technology. Businesses and government agencies around the world turn to Motorola Solutions innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

You can find Motorola Solutions products and services in a wide range of workplaces. From the retail floor to the warehouse floor, and from the small town police station to the most secure government offices, our products support customers who make up the diverse global economy. We are proud that our products support mobile transactions of all kinds, as well as the safety and security of citizens everywhere.

Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions—An Industry Leader

Motorola Solutions serves both enterprise and government customers with core markets in public safety government agencies and commercial enterprises. Our leadership in these areas includes public safety communications from infrastructure to applications and devices such as radios as well as task-specific mobile computing devices for enterprises. We produce advanced data capture devices such as barcode scanners and RFID (radio-frequency identification) products for business. We make professional and commercial two-way radios for a variety of markets, and we also bring unlicensed wireless broadband capabilities and wireless local area networks – or WLAN – to retail enterprises

Pioneering New Areas of Cognitive Research

As an industry leader in government and public safety, we design and develop devices including radios and the infrastructure that supports them. Our mission-critical design philosophy led to our new High Velocity Human Factors investigation, an area of cognitive research that helps us develop products for first responders by working with them in crisis situations to study their communication needs. We take what we learn in the field and bring it back to the lab to create products that will function under extreme conditions and networks that will reliably support those products.

Our Focus: Our Customers

Working with our global channel partner community, Motorola Solutions reaches an extensive customer base, from small businesses to Fortune 500 companies. Our focus is on developing integrated end-to-end solutions that deliver a clear return on investment, and our products empower individuals through seamless connectivity.

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

PUBLIC HEARING(S)

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

**Ordinances 17-21, 17-22 & 17-23
Resolution 17-056**

A **public hearing** is scheduled for **Monday, June 12, 2017** 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.

Ordinances 17-21, 17-22, and 17-23 internet address: <http://www.cityofhomer-ak.gov/ordinances>

Resolution 17-056 internet address: <http://www.cityofhomer-ak.gov/resolutions>

Ordinance 17-21, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2017 Operating Budget by Appropriating \$8,000 from the Homer Accelerated Roads and Trails Program (HART) in Addition to In-Kind Contributions to Build the Woodard Creek Upper Trail at Karen Hornaday Park. Smith. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.

Ordinance 17-22, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 19.04.090 to Allow Upright and Flat Memorial Markers at the Hickerson Memorial Cemetery and Defining Their Dimensions and Composite. City Manager/City Clerk. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.

Ordinance 17-23, An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of \$2,344,784 from the Homer Permanent Fund to Pay Off the Library Construction Loan and Help Fund a New Police Station, and Repealing HCC Chapter 3.12, Permanent Fund. Lewis. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017.

Resolution 17-056, A Resolution of the City Council of Homer, Alaska, Adopting the Policies and Guidelines for the Hickerson Memorial Cemetery. City Manager/City Clerk.



All interested persons are welcome 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.

Melissa Jacobsen, MMC, City Clerk
Publish: Homer News June 8, 2017

CLERK'S AFFIDAVIT OF POSTING

I, Hayley Smith, Deputy City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for **Ordinance 17-21**, Amending the FY 2017 Operating Budget by Appropriating \$8,000 from the Homer Accelerated Roads and Trails Program (HART) in Addition to In-Kind Contributions to Build the Woodard Creek Upper Trail at Karen Hornaday Park. Smith. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. **Ordinance 17-22**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 19.04.090 to Allow Upright and Flat Memorial Markers at the Hickerson Memorial Cemetery and Defining Their Dimensions and Composite. City Manager/City Clerk. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. **Ordinance 17-23**, an Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of \$2,344,784 from the Homer Permanent Fund to Pay Off the Library Construction Loan and Help Fund a New Police Station, and Repealing HCC Chapter 3.12, Permanent Fund. Lewis. Recommended dates: Introduction May 30, 2017, Public Hearing and Second Reading June 12, 2017. **Resolution 17-056**, Adopting the Policies and Guidelines for the Hickerson Memorial Cemetery was distributed to the City of Homer kiosks located at City Clerk's Office, and the Homer Public Library on Monday, June 5th, 2017 and posted the same on City of Homer Website on Monday, June 5th, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 5th day of June, 2017.


Hayley Smith, Deputy City Clerk



ORDINANCE REFERENCE SHEET
2017 ORDINANCE
ORDINANCE 17-21

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2017 Operating Budget by Appropriating \$8,000 from the Homer Accelerated Roads and Trails Program (HART) in Addition to In-Kind Contributions to Build the Woodard Creek Upper Trail at Karen Hornaday Park.

Sponsor: Smith

1. Council Regular Meeting May 30, 2017 Introduction
 - a. Parks and Recreation Advisory Commission Minutes of March 20 and April 17, 2008
 - b. Karen Hornaday Park Committee Meeting Notes of April 15, 2008
 - c. Resolution 08-92
 - d. Memorandum from Planning Technician

2. City Council Special Meeting June 12, 2017 Public Hearing and Second Reading
 - a. Parks and Recreation Advisory Commission Minutes of March 20 and April 17, 2008
 - b. Karen Hornaday Park Committee Meeting Notes of April 15, 2008
 - c. Resolution 08-92
 - d. Memorandum from Planning Technician
 - e. Woodard Creek Map

**CITY OF HOMER
HOMER, ALASKA**

Smith

ORDINANCE 17-21

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY 2017 OPERATING BUDGET BY APPROPRIATING
\$8,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS
PROGRAM (HART) IN ADDITION TO IN-KIND CONTRIBUTIONS TO
BUILD THE WOODARD CREEK UPPER TRAIL AT KAREN HORNADAY
PARK.

WHEREAS, Fairview Avenue is a major thoroughfare for drivers, bikers, and walkers and is the only road that transects the upper community of Homer east to west; and

WHEREAS, Fairview Avenue is the only access point to Karen Hornaday Park, which is a popular destination year round with extremely heavy traffic in the summer; and

WHEREAS, There are no sidewalks along Fairview Avenue and no walkways for entry into Karen Hornaday Park; a bike trail along the road side is heavily shared by all non-motorized user groups; and

WHEREAS, There is one gravel entrance road into the park/campgrounds that lacks any delineated pedestrian walk zone and must service all user groups, including children riding bikes to the park who must navigate the steep gravel road entrance with cars, RV's and walkers; and

WHEREAS, Illegal parking along the entrance roadside is frequent at peak user times and this practice makes the two lane road quite narrow and creates dangerous situations to be navigated by all, especially those choosing non-motorized access; and

WHEREAS, Two identified parking areas (East and West) are divided by this road and young children and families dart across the road to their parked vehicle, or to the playground or ball field creating a public safety concern; and

WHEREAS, Parts of this proposed trail system are referenced in the Homer Non-Motorized Transportation and Trails Plan, the Karen Hornaday Park Master Plan, and the Woodard Creek Watershed Plan; and

40 WHEREAS, Woodard Creek Trail was selected as one of the top three trails to be
41 developed at the 2016 Parks and Recreation Trails Symposium.

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

44
45 Section 1. The Homer City Council finds that the Woodard Creek Upper Trail at Karen
46 Hornaday Park is necessary and in the public interest.

47
48 Section 2. The Homer City Council hereby amends the FY 2017 Operating Budget by
49 appropriating \$8,000 from the HART Program for trails in addition to in-kind contributions to
50 build the Woodard Creek Upper Trail at Karen Hornaday Park as follows:

51
52 Expenditure:

53 <u>Account Number</u>	54 <u>Description</u>	55 <u>Amount</u>
	HART Trails	\$8,000

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

58
59 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 12th day of June, 2017.

60
61 CITY OF HOMER

62
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64
65 _____
66 BRYAN ZAK, MAYOR

67 ATTEST:
68
69 _____
70 JO JOHNSON, MMC, CITY CLERK

71
72
73
74 YES:
75 NO:
76 ABSTAIN:
77 ABSENT:

78

79 First Reading:
80 Public Hearing:
81 Second Reading:
82 Effective Date:

83
84
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86 Reviewed and approved as to form:

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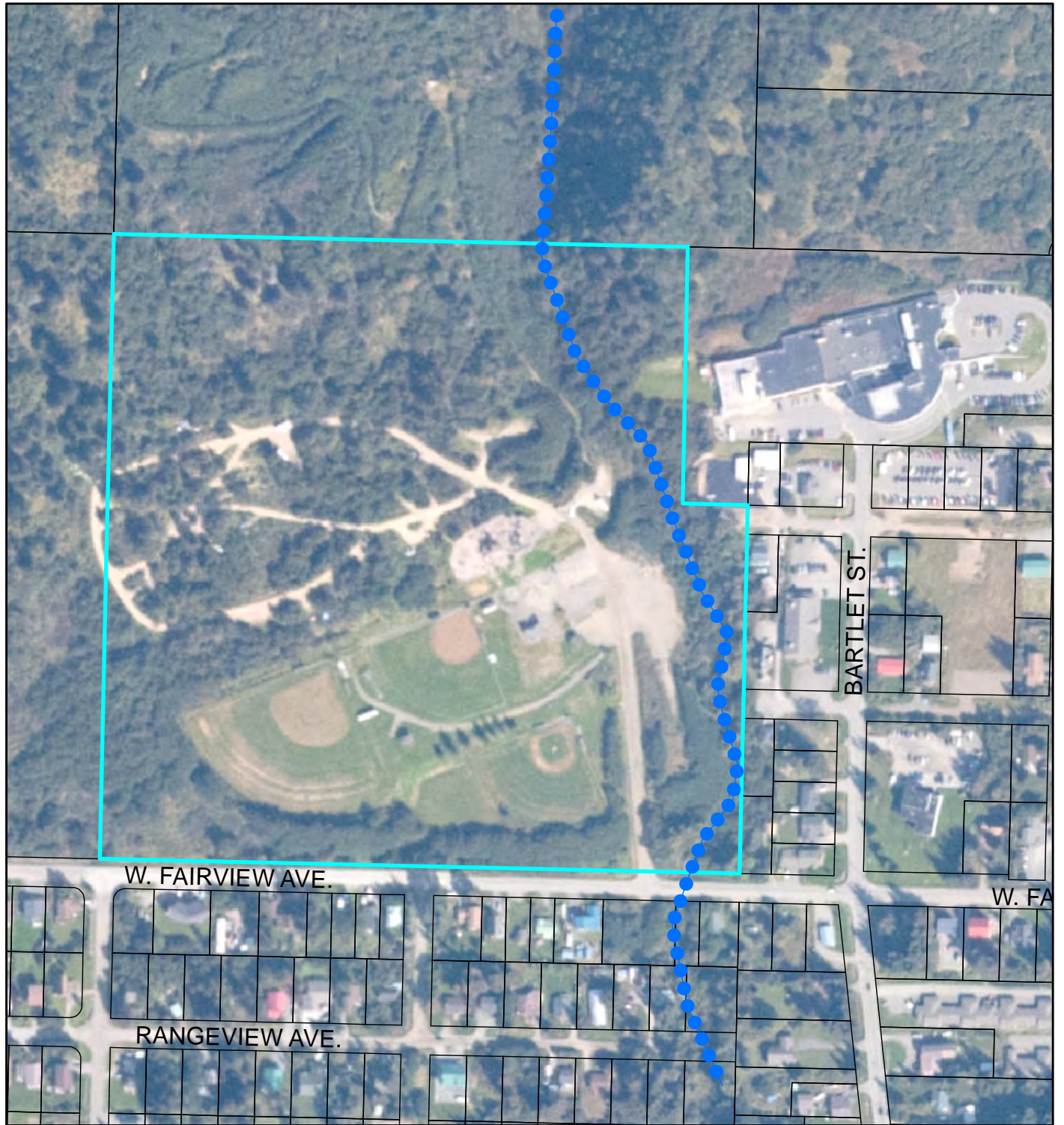
90 _____
Mary K. Koester, City Manager

Holly C. Wells, City Attorney

91
92

93 Date: _____

Date: _____



City of Homer
 Planning and Zoning Department

June 2, 2017

Woodard Creek within Karen Hornaday Park



*Disclaimer:
 It is expressly understood the City of
 Homer, its council, board,
 departments, employees and agents are
 not responsible for any errors or omissions
 contained herein, or deductions, interpretations
 or conclusions drawn therefrom.*

PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING
MARCH 20, 2008

Vice Chair Bremicker asked for clarification on the Karen Hornaday Park issue on the agenda and if there was an agenda item to discuss the Karen Hornaday Park Committee and membership. Planning Technician Engebretsen and Commissioner Garay explained that there are not enough volunteers to form the Committee and that the Commission as a whole is to address the Karen Hornaday proposal submitted by Ms. Cummings and work on the Committee enrollment later.

Vice Chair Bremicker commented that Ms. Cummings wants to discuss a specific plan and what needed to be addressed was a discussion on the overall master plan to fine-tune it. He inquired who was on the Committee. It was clarified that three persons were required. Commissioner Gunther volunteered to serve on the Committee along with Commissioner Stewart and Garay. It was agreed that the Committee would work with the clerk's office to set up the date, time and place.

Planning Technician Engebretsen reported that the new restroom in Karen Hornaday Park has been replaced; bleachers are in the process of being ordered for Jack Gist Park. Use of this park may be as soon as this summer.

Commissioner Lentfer reported that she attended the joint worksession on the Land Allocation Plan and the Council did ask quite a few questions regarding the parks and she did not enjoy answering, "I don't know." However, Mayor Hornaday recommended that the Commission take the WKFL Park "under their wing and see what's going on out there."

Commissioner Tolva apologized, as she was the person who was supposed to look into that and people were out of town then it slipped her mind, but she will look into the matter immediately. Planning Technician Engebretsen explained that Commissioner Tolva and herself were working that and they agreed to target the May meeting.

PUBLIC HEARING

None.

PENDING BUSINESS

A. Karen Hornaday Park Master Plan – Beth Cummings

Vice Chair Bremicker asked if Ms. Cummings wanted to present her proposal under this topic however he did want to establish a time limit and suspend the rules so they could have a more informal discussion.

BREMICKER/TOLVA – MOVED TO SUSPEND THE RULES AND ESTABLISH A TIME LIMIT TO 7:15 P.M.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Ms. Cummings, City resident, feels there are many areas that should be discussed. She extended her thanks to those serving on the Commission. Since she was limited on her time she would address only the Trail.

a. Woodard Creek Upper Trail Improvements

- i. Letter from Natural Resources Conservation Services
Dated January 17, 2008 Re: Trail Suitability and Recommendations for
Woodard Creek Upper Trail

PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING
MARCH 20, 2008

When she did the original proposal on the trail last June her main goal was to create a trail and picnic area. She withdrew her proposal to resubmit a more defined proposal to address two different areas. Ms. Cummings proceeded to give a detailed account and explanation of her proposed trail. This included the installation of box steps to ascend and descend from the upper area; removal of some alders and raised roots within the actual trail path; and building a simple bridge to cross a drainage ditch.

Vice Chair Bremicker commented that after viewing the information given to him and the map included in the packet it did not quite help to define her proposal. He asked for clarification on the references she made regarding the sections referred to area A to area B, etc.

She had distributed a few color copies of her proposal on the trail to the Commissioners, she apologized for not having enough and that they had to share.

She stated the first proposal on the upper area refers to Area A to Area B. There are no problems with this area that she is aware of; she referenced the letter received from Mr. Kinney, District Conservationist and Soil Scientist Mike Mungoven with Natural Resources Conservation Service of the Department of Agriculture who walked the area on December 18, 2007 with her and their recommendations.

It was noted that Commissioner Garay visited the area and the upper trail is very short.

Ms. Cummings answered questions from the Commissioners regarding locations of installed box steps in relation to various places such as the parking lot or the hospital. Steps do not extend from the birch trees down to a former creek bed, approximately 13 steps or less. The upper trail is a very simple task of clean up. Further discussion regarding the area included in her proposal for the lower area.

Commissioner Lentfer expressed concern about disturbing any area or ground near to the actual creek bed, which would encourage further erosion. It was explained that the actual creek has changed its path and is west of the area described in the proposals.

Mr. Robert Archibald commented that any work would enhance the surroundings and stabilize the banks from further erosion.

Ms. Cummings reviewed the letter received from Mark Kinney, District Conservationist.

Mr. Bremicker wanted to move this discussion along and stated that the upper proposal seems to be a small enough project that could be accomplished and he wanted to include in the discussion some of her ideas on financing this proposed work. His view was that when trails are created even a short trail such as proposed it creates the momentum to continue.

Planning Technician Engebretsen emphasized that the Commission should focus on recommendation to include this trail in the master plan for the park. The financing portion will be addressed by City Council.

Commissioner Tolva reminded that the rules have been suspended and further opined that the Commission should address the upper part separately from the lower proposal as it was going to be a quagmire.

Ms. Cummings expressed the desire to explain to the Commission what she has accomplished in the last several months, some of which included:

Lengthy conversations with City Administration

Letters of support from previous Commissioners of the Park & Recreation

PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING
MARCH 20, 2008

Letter of support from Kachemak Bay Conservation Society stating they would like to include it as a project. There is no financial commitment.

Vice Chair Bremicker stated the allotted time has expired and asked if there was a motion to extend the time.

The Commission agreed by Consensus to extend the time to continue this discussion.

Ms. Cummings continued the discussion by further describing what has been accomplished regarding the Woodard Creek Trail.

- Reviewed the area with three road contractors, an engineer and surveyor.
- Obtain approximate costs.
- Creation of Friends of Woodard Creek along with a few other interested residents. Ms. Cummings gave a brief description on how one could join this group.

Vice Chair Bremicker stated that as interesting as the discussion is and as detailed as it was they did not have the time to hear all the evidence Ms. Cummings had to present. Since Ms. Cummings proposal addressed the upper and lower sections independently he wanted to postpone discussion on the proposal for the lower section and hear a motion on including the upper trail proposal. Vice Chair Bremicker asked Planning Technician Engebretsen for a recommendation on the wording for the motion.

Planning Technician Engebretsen recommended the following:

MOVE TO RECOMMEND KAREN HORNADAY MASTER PLAN BE AMENDED TO INCLUDE THE UPPER WOODARD CREEK TRAIL PROPOSAL.

Further discussion resulted included Planning Technician Engebretsen will draft a resolution to include this recommendation and will present a draft of the resolution at the next meeting. This resolution will be submitted after all issues concerning the Master Plan have been addressed. Ms. Cummings opined that the lower Woodard Creek should be addressed first prior to final work on the parking area in 2009. Commissioner Tolva expressed her sincere thanks for Ms. Cummings stepping forward and taking these problems and doing the footwork necessary to accomplish the required work to preserve this area. She expressed that the City should share in the costs but that there was sure to be additional funding such as grants available and Planning Technician Engebretsen would be able to direct them on that level. The discussion then turned to the proposed parking plan included in the original Master Plan. Clarification on the location and installation of additional ball fields, removal of a kiosk, existing sheds was included in the discussion. Mr. Archibald commented that he recently drove that area and felt that due to the steepness of the area and a few other concerns that if not taken care of would propose a liability to the City. It could be the beginning of a fine trail to the City from the park.

Vice Chair Bremicker recommended ending the discussion at this time. He stated that Ms. Cummings would be contacted regarding the time scheduled for the Karen Hornaday Park Committee meeting. He then called for a break at 7:35 p.m.

Vice Chair Bremicker reconvened the meeting at 7:42 p.m.

b. Woodard Creek Lower Trail and Picnic Area

PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING
APRIL 17, 2008

The Commissioners were given a copy of the Non-Motorized Roads and Trail Plan.

B. Karen Hornaday Committee Report

Commissioner Garay gave a report on the first Karen Hornaday Park Committee. She stated there were a large number of public in attendance. She would like to see more user groups represented such as softball and baseball. It was agreed by the Committee that to start the upper trail they needed approval from City Council even though it can be completed mostly using volunteer labor. Updating the Park Plan was also an issue that should be addressed right away in order to address the drainage issues and additional concerns. She reported that Ms. Cumming has retained the volunteer services of an engineer regarding the parking lot.

Commissioner Dickerson inquired about the status of the bridge that is not being used out on the Spit. Planning Technician Engebretsen stated that the City Manager and Harbor Director are aware of the interest but their concern is that it does have some value. There were questions raised on how the Port will be paid for the bridge. It will have to be discussed by the city administration.

Commissioner Garay noted that the Committee spoke about the lower trail issues with the fill and parking lot.

Chair Stewart commented that it was a very good meeting; he felt that there was a lot of energy and they still needed to address the Park Plan and get that task completed.

Commissioner Gunther commented how it was very interesting to learn the history of the park.

C. March 24, 2008 Council Meeting Report

Commissioner Bremicker apologized for the lack of preparation; he assured the Commissioners he was more prepared for the Council meeting. He then located his notes from the Council meeting and finished his report.

He stated the Commission was working on updating Karen Hornaday Park Plan; Reber Trail; looking at the CIP; and they had a full commission.

Planning Technician Engebretsen reported to the Commission that the Transportation Advisory Committee did extensive work on changes to Road Criteria Manual and the Council turned them down; the Council said no to any recommended changes; she expressed her opinion that it was because the members of that Committee did not attend the Council meetings to inform them what they were working on; she proceeded to use this as an example of why the Commissioners must attend the Council meetings to give a report on what the Parks & Rec Commission is working on.

PUBLIC HEARING

None.

PENDING BUSINESS

- A. Karen Hornaday Park Master Plan
A. Woodard Creek Upper Trail Improvements Resolution

B. Lower Woodard Creek Trail Improvements and Parking Lot Fill Resolution

Chair Stewart stated he would entertain a motion to discuss.

BREMICKER/TOLVA – MOVE TO DISCUSS RESOLUTION 08-XX AMENDING THE KAREN HORNADAY HILLSIDE PARK MASTER PLAN TO INCLUDE A TRAIL NEAR THE NORTHWESTERN EDGE OF WOODARD CREEK.

There was no discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Chair Stewart asked if everyone has been to the site to familiarize him or her with the area. Commissioner Lentfer commented that the discussion earlier seems to contradict what is depicted in the map distributed during this meeting. Chair Stewart stated that it is actually uphill from the parking lot. Ms. Cumming explained and using an aerial picture explained that the proposed trail would not actually be next to the creek since it has traveled eastward. The proposed trail will actually drop down into the former creek bed approximately 13 feet (steps.) She proceeded to describe the location of the dirt and encroachment of that dirt into the creek. Mr. Robert Archibald, City Resident pointed at an area that provided a natural contour for steps leading to the next phase. Ms. Cumming proceeding to describe the area further of the proposed trails while adding that someone has now disposed of a shed and trash too. She added that removal of the fill would allow space for the trail.

Commissioner Gunther commented that the creek presents a barrier next or on the east side near the buildings – Planning Technician Engebretsen explained that the residences and businesses are not located within close proximity to the proposed trail.

Commissioner Bremicker stated that the first thing City Council is going to ask about is financing. Ms. Cumming stated there is a guarantee for funding on the upper trail.

There was further discussion on the general path of the proposed trail, composition, and that using the outdated photos was a bit inconvenient in giving an accurate description and location.

Mr. Archibald commented that you have to walk the area to get the sense of the proposed trail in the lower portion.

Commissioner Bremicker clarified that the upper part will not require any funding from the City. He asked what the costs would be on the proposed lower trail. Ms. Cumming explained that the engineer that is on the Friends of Karen Hornaday Park could get the surveying donated by a licensed surveyor. Costs for the lower trail were not available at this time.

Planning Technician Engebretsen again cautioned the Commissioners to falling into the same trap that the TAC fell into and doing a lot of unnecessary work only to have Council say no. The only concern the commission needs to focus on is the Resolutions in front of them.

Mr. Archibald wanted to impart that he is on the Board of the Kachemak Bay Conservation Society and they have decided to take this project under their wing and solicit donations for them. Chair

PARKS & RECREATION ADVISORY COMMISSION
REGULAR MEETING
APRIL 17, 2008

Stewart responded that City Council designated a set amount of funds to the Homer Foundation to distribute to non-profits through their grant program. The Hockey Association elicited the recent additional funds approved by City Council.

Commissioner Gunther requested information on the process of the resolutions and if the Commission approves them. Chair Stewart asked if they should submit the approved resolutions to Council or should they wait until all the back up is obtained before submittal. Planning Technician Engebretsen stated that it is not necessary to wait, but it could be done that way.

Commissioner Tolva expressed that she was in favor of approval for the first resolution but would like to add another whereas clause on the second resolution for the lower trail

TOLVA/GARAY - MOVED TO ADD TO RESOLUTION 08-XX KNOWN AS "1-B", WHEREAS A FIELD SURVEY AND ESTIMATED FILL REMOVAL COST ANALYSIS IS UNDERWAY AND WILL BE FORWARDED TO CITY COUNCIL AT A LATER DATE.

She recommended that they include the letter from Mr. Kinney as backup. The resolutions will be submitted to Council prior to completion of the updated Master plan for Karen Hornaday.

There was no further discussion.

The amendment was approved by consensus of the Commission.

TOLVA/DICKERSON - MOVED TO APPROVE RESOLUTION 08-XX KNOWN TO THE PARKS AND RECREATIONS ADVISORY COMMISSION AS "1-A" AND FORWARD TO CITY COUNCIL FOR APPROVAL.

VOTE. YES. BREMICKER, GARAY, DICKERSON, TOLVA, GUNTHER, STEWART
NO. LENTFER.

Motion carried.

TOLVA/GARAY – MOVED TO APPROVE RESOLUTION 08-XX KNOWN TO THE PARKS AND RECREATION ADVISORY COMMISSION AS "1-B" AS AMENDED AND FORWARD TO CITY COUNCIL FOR APPROVAL.

VOTE. YES. STEWART. GARAY, DICKERSON, GUNTHER, TOLVA, BREMICKER.
NO. LENTFER.

Motion carried.

C. Draft Scope of Work for Trail Design Criteria Manual

TOLVA/GARAY – MOVED TO BRING TO THE FLOOR FOR DISCUSSION.

Commissioner Tolva reviewed the purpose for the Design Criteria Manual. It will complement the Homer Non-motorized and Trails Plan. She would like to see three tiers to be on the safe side. She liked the footpath, the big trail and the in between trail. She wants to accommodate for changes in the future and does not want to be shortsighted.

Karen Hornaday Park Committee Meeting

**Unapproved Summary Notes
April 15, 2008**

Committee Members Present: Teena Garay, Thaddaeus Gunther, Lou Stewart
Staff: Julie Engebretsen

Public: Skip Richards, Beth Cumming, Robert Archibald, Jim Preston, Ralph Broshes, Marty

Lou Stewart called the meeting to order at 1:00 pm.

The group discussed two proposals in the park. First, a trail along the upper end of the parking lot. There was consensus that this section of trail could be built with volunteer labor fairly easily. The second proposal is to remove some fill from the eastern parking lot, along Woodard Creek, to stabilize the fill, and also create a trail. There was consensus that this would need some engineering and could cost \$30,000-\$50,000 for dirt work. It was commented that the Little League Association should have a Memorandum of Agreement with the City of use of Karen Hornaday Park.

It was noted that there are two resolutions before the Parks and Recreation Advisory Commission. After the Commission's positive recommendation, they would go to Council for Council's consideration and direction. There was discussion that action is needed; not simply for these projects to be on a long term wish list. Activity should take place this summer. In addition, the Karen Hornaday Park Plan needs to be updated with the input of all user groups, particularly ball players, and a discussion of parking needs.

Meeting adjourned at 2:00 pm.

**CITY OF HOMER
HOMER, ALASKA**

Roberts/Heimbuch

RESOLUTION 08-92

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, SUPPORTING THE IDEA OF A TRAIL AND
OTHER PARK ENHANCEMENTS IN THE FILLED AREA OF
KAREN HORNADAY PARK.

WHEREAS, The City Council of Homer, Alaska, is aware the Parks and Recreation Advisory Commission recommended two Resolutions regarding the parking area west of Woodard Creek; and

WHEREAS, The City Council has been addressed by the Friends of Woodard Creek as to their concerns; and

WHEREAS, The City Council supports the concepts of improved trail access, park embellishments, erosion control and stream rehabilitation in the fill area; and

WHEREAS, In September 2008 it is anticipated the City Council will review and adopt the Karen Hornaday Park Master Plan; and

WHEREAS, The City Council supports the hiring of a hydrologic planner and/or a landscape planner to investigate options and ideas for the filled area.

NOW, THEREFORE, BE IT RESOLVED that the City Council supports the idea of a trail and other park enhancements in the filled area of Karen Hornaday Park.

PASSED AND ADOPTED by the Homer City Council this 25th day of August, 2008.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal information: N/A.



City of Homer
Planning & Zoning
491 East Pioneer Avenue
Homer, Alaska 99603-7645

Telephone (907) 235-3106
Fax (907) 235-3118
E-mail Planning@ci.homer.ak.us
Web Site www.ci.homer.ak.us

MEMORANDUM 08-

To: Mayor Hornaday and Homer City Council
Through: Parks and Recreation Advisory Commission
From: Julie Engebretsen, Planning Technician
Date: August 29, 2008
Subject: Karen Hornaday Hillside Park Master Plan

Introduction

The Commission has discussed the park master plan numerous times over the past year. At their meeting of August 21, 2008, they forwarded a recommendation to the City Council that the Council adopt a resolution approving the master plan.

The aspect of the plan that has had the most public attention and comment was the proposal to remove a significant amount of fill from the eastern parking lot, the engineer's cost estimate of approximately \$44,000 for this work, and the idea of building a trail or network of trails between the parking lot and the creek.

Recommendation

Review the master plan and adopt the resolution



ORDINANCE REFERENCE SHEET
2017 ORDINANCE
ORDINANCE 17-22

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 19.04.090 to Allow Upright and Flat Memorial Markers at the Hickerson Memorial Cemetery and Defining Their Dimensions and Composite.

Sponsor: City Manager/City Clerk

1. Council Regular Meeting May 30, 2017 Introduction
2. Council Regular Meeting June 12, 2017 Public Hearing and Second Reading

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CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

Mary K. Koester, City Manager

Holly C. Wells, City Attorney

Date: _____

Date: _____

Fiscal Note: NA

ORDINANCE REFERENCE SHEET
2017 ORDINANCE
ORDINANCE 17-23

An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of \$2,344,784 from the Homer Permanent Fund to Pay Off the Library Construction Loan and Help Fund a New Police Station, and Repealing HCC Chapter 3.12, Permanent Fund.

Sponsor: Lewis

1. Council Regular Meeting May 30, 2017 Introduction
2. Council Regular Meeting June 12, 2017 Public Hearing and Second Reading

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

Lewis

3
4 **ORDINANCE 17-23**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROPRIATING FUNDS IN THE AMOUNT OF \$2,344,784 FROM
8 THE HOMER PERMANENT FUND TO PAY OFF THE LIBRARY
9 CONSTRUCTION LOAN AND HELP FUND A NEW POLICE STATION,
10 AND REPEALING HCC CHAPTER 3.12, PERMANENT FUND.
11

12 WHEREAS, The Homer Permanent Fund was established by Ordinance 05-14(S) for the
13 purpose of receiving monies from the distribution of the Exxon Valdez Oil Spill settlement and
14 other “wind-fall” funds, and serving as an endowment whose income would be used to support
15 City government, and whose principal could be loaned to support City capital projects; and
16

17 WHEREAS, The amount that the City received from the distribution of the Exxon Valdez
18 Oil Spill settlement and other wind-fall funds was substantially less than anticipated at the
19 time the Homer Permanent Fund was established; and
20

21 WHEREAS, The limitations on investments in city code restrict the earnings the Homer
22 Permanent Fund income is able to realize; and
23

24 WHEREAS, The amounts in the Homer Permanent Fund could serve their purpose better
25 if they were transferred to pay off debt and help fund a new police station; and
26

27 WHEREAS, The City of Homer can save over \$1m dollars in avoided interest charges by
28 paying the United States Department of Agricultural Rural Development Loan for library
29 construction off early; and
30

31 WHEREAS, Any capital dollars for the new police station will allow the City of Homer to
32 borrow less money to fund the project; and
33

34 WHEREAS, With the transfer of the amounts in the Homer Permanent Fund to service
35 debt and fund an essential capital project, it is appropriate to repeal the Homer City Code
36 provisions regarding the Homer Permanent Fund.
37

38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
39

40 Section 1. The City Council hereby appropriates \$1,221,415 from the Homer Permanent
41 Fund to pay off in full the United States Department of Agricultural Rural Development Loan.
42

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

43 Section 2. The City Council hereby appropriates all remaining funds and the full
44 Permanent Fund balance, which equaled \$1,123,369 on May 23, 2017, from the Homer
45 Permanent Fund to the Police Station Fund.

46
47 Section 3. Homer City Code Chapter 3.12, Permanent Fund is repealed.

48
49 Section 4. Sections 1 and 2 of this Ordinance are amendments to the budget, which are
50 temporary in nature and shall not be codified. Section 3 of this Ordinance is of a permanent
51 and general character and shall be included in the City Code.

52
53 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 12th day of June, 2017.

54
55 CITY OF HOMER

56
57
58 _____
59 BRYAN ZAK, MAYOR

60
61 ATTEST:
62
63
64 _____
65 JO JOHNSON, MMC, CITY CLERK

66
67 AYES:
68 NOES:
69 ABSTAIN:
70 ABSENT:

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72
73 First Reading:
74 Public Hearing:
75 Second Reading:
76 Effective Date:

77
78 Reviewed and approved as to form:

79
80
81 _____
82 Mary K. Koester, City Manager
83 _____
84 Holly C. Wells, City Attorney

85 Date: _____
86 Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/City Clerk

RESOLUTION 17-056

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
ADOPTING THE POLICIES AND GUIDELINES FOR THE HICKERSON
MEMORIAL CEMETERY.

WHEREAS, The City of Homer is the owner and operator of the Hickerson Memorial Cemetery; and

WHEREAS, Administration has composed the Policies and Guidelines for the Hickerson Memorial Cemetery; and

WHEREAS, It is in the best interest of the City of Homer, its citizens, and all persons utilizing the Hickerson Memorial Cemetery to establish policy guidelines and operational rules for the administration of the Cemetery.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council adopts the Policies and Guidelines for the Hickerson Memorial Cemetery.

PASSED AND ADOPTED by the Homer City Council on this 12th day of June, 2017.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

CITY OF HOMER

HICKERSON MEMORIAL CEMETERY

POLICIES AND GUIDELINES

Adopted June 12, 2017
Resolution 17-056



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

TABLE OF CONTENTS

Definitions	Page 4
Cemetery Management and General Provisions	Page 3
Interment Spaces (other than Columbarium)	Page 6
Interments and Disinterments	Page 8
Columbarium	Page 9
Records	Page 11
Maintenance and Landscape Regulations	Page 12
Plants and Decorations	Page 14
Memorial Markers	Page 15
Prohibited Acts	Page 17
Violation – Penalty	Page 19

Cemetery Management and General Provisions

1. The Hickerson Memorial Cemetery is owned by the City of Homer.
2. The City Manager or their designee shall manage the Hickerson Memorial Cemetery.
3. Hickerson Memorial Cemetery will remain open at all times to pedestrian visitors.
3. The Homer City Council reserves the right to amend the rules and regulations.

Definitions

Administrator – the person who administers the cemetery records and cemetery policy.

Block – An area consisting of one or more cemetery plots.

Burial Transit Permit – The Burial Transit Permit is issued by the Alaska Bureau of Vital Statistics and must accompany the dead body, fetus, or cremains until its final disposition. The permit must be endorsed and retained permanently in the City's files.

Cemetery Burial Records Justification – A form that includes the name of the deceased and date and location of interment. The form is maintained permanently in the City's files.

Cemetery Office – The office for cemetery records and Administration. The Cemetery Office located in the Homer Clerk's Office at 491 E. Pioneer Avenue, Homer, Alaska. Phone 907-235-3130.

Columbarium – A structure containing niches for the interment of cremated remains.

Columbarium Niche – A recessed compartment in a columbarium, designed to hold urns.

Contractor - The funeral home, licensed by the State of Alaska that provides services in the Hickerson Memorial Cemetery.

Cremains – The cremated remains of a deceased person.

Disinterment – The legal removal of a deceased person's remains from an interment site. A permit by the State of Alaska Department of Vital Statistics is required.

Hickerson Memorial Cemetery – A cemetery for interment of human remains.

Interment – The burial of the remains of a deceased person and/or the placing of an urn in the Columbarium wall.

Lot – The term "lot" applies to a space of sufficient size within a block to accommodate a burial.

Lot Marker – A marker used by cemetery personnel to locate corners of a lot.

Maintenance Office – The office for maintenance of the cemetery grounds. Public Works Department is located at 3250 Heath Street, Homer, Alaska. Phone 907-235-3170.

Hickerson Memorial Cemetery
Policies and Guidelines

Definitions - continued

Memorial - A marker, monument, or headstone placed on an interment plot to identify or in memory of the interred.

Reservation holder – Any person holding a valid reservation for an interment site for future interment, with all reservation fees paid in advance.

Interment Spaces (other than Columbarium)

1. The City Clerk shall assign and sell plots upon request and shall preserve the interment records for the City.
2. Only human remains are permitted to be buried in the Hickerson Memorial Cemetery.
3. Reservation of an interment space in the cemetery may be made by applying to the City Clerk, being assigned a plot or plots by the purchase of same. It is prohibited for the purchaser of said plots to re-sell or assign the plots except to the City, unless legal assignment is passed to another individual through inheritance. Hickerson Memorial Cemetery maps are available from the City.
4. The reservation of a plot conveys the right to use the plot for interment purposes and not ownership of such real property. Reservations shall include a 30-year sunset clause, requiring renewal at no fee to the permit holder. At the expiration of 30 years, if an interment has not taken place, the plot returns to the City if the permit holder fails to renew or the City cannot locate the permit holder. Any marker left on the plot will be removed and disposed of as the City in its sole discretion deems appropriate.
5. One casket and up to two cremains may be interred in a standard plot. Up to three cremains may be interred in a standard plot when there has been no casket interment on the site. Two caskets may be interred in a standard plot, the second casket being placed on top of the first casket.
6. Interments in the Cemetery will only occur in geo-referenced plots according to an overall Hickerson Memorial Cemetery GIS plan. Plots shall be platted in five-feet (5') by ten-feet (10') plots.
7. Family plot sections are permitted to install one family monument in addition to the markers on the individual plots and must be placed within the boundaries of the combined plots.
8. The plot reservation may not be transferred. If the plot is surrendered, 75 percent of the reservation fee paid for the plot shall be refunded to the reservation permittee listed in the Cemetery interment records as determined by the City Manager.
10. Interment sites may be reserved on a first come, first served basis by any person for himself or family members to a maximum of ten interment sites. In order to encourage family interment plot use and to discourage institutional speculation, funeral homes, and

other similar corporate or business entities are excluded from acquiring interment sites, except for a specific, immediate interment.

Interments and Disinterments

1. The City Clerk shall be provided with all required state interment and transit permits before interment will be permitted. The City must be notified a minimum of 72 hours in advance of the time of interment and all fees must be paid prior to interment.
2. Interment or disinterment shall be made in compliance with all state and city laws and regulations. Any interment workers used to excavate, fill, or modify an interment site must be approved by the Contractor.
3. All openings, closings, plot preparation, interments, disinterments, marker placement and removals shall be overseen by the City and under the supervision of the City Manager or their designated representative. Openings, closings, and disinterment shall not be allowed without the required State of Alaska disinterment permit(s). No modification or adjustment may be made to monuments or markers without written approval of the City.
4. The ceremonial participation by family members or friends in the excavation or backfilling of an interment site is permitted upon approval by the Contractor.
5. It is the intention of the City to accommodate the interment of deceased individuals in a timely manner. However, the physical condition of the Cemetery (snow, weather, frozen soil, saturated ground and other reasons) may make timely interment difficult. The City reserves the right to delay interment if necessary for the maintenance of the Cemetery grounds.
6. No disinterment shall occur without prior receipt by the City of a duly executed Court Order for such disinterment, which is issued in a district court for the State of Alaska, or the issuance of a State of Alaska disinterment permit.
7. The Contractor licensed by the State of Alaska must be present at all disinterments.

Columbarium

1. Interment. Only human cremated remains in an urn may be placed in a columbarium niche. A separate interment application shall be required for each urn to be interred. A maximum of two urns may be placed in a columbarium niche.
2. Opening/Closing. The initial opening and closing of the niche is included in the cost of the niche. If it is necessary to reopen a niche at a later date, for interment of a second or subsequent urn or other reasons, an additional fee will be incurred. The City Manager, City Clerk or a specific designee are the only personnel permitted to authorize opening, closing and documentation of such.
3. Decorations. a. Natural fresh flower arrangements are permitted at the columbarium during the summer months between May 1 and September 30th. Plastic or silk flowers shall be discouraged at the Hickerson Memorial Cemetery. The City reserves the right, on the first day of each month, to remove flower arrangements. b. Glass or ceramic containers are not allowed in the columbarium area. c. No arrangements, flags, or decals, etc. shall be taped, wired, glued or pasted to a niche plaque or front. d. All unsightly arrangements shall be removed at the discretion of City personnel. e. Potted plants may be placed at the base of the columbarium in front of the niche space of a friend or loved one on holidays, birthdays, anniversaries or dates of death. Such decorations are subject to removal under section (a) above.
4. Purchase. The cost of the niche shall include the niche itself, one opening and closing, and perpetual care. A single niche shall also include a granite niche plaque with appropriate lettering. Reservations shall include a 30-year sunset clause, requiring renewal at no fee to the permit holder. At the expiration of 30 years, if an interment has not taken place, the niche returns to the City if the permit holder fails to renew or the City cannot locate the niche permit holder.
5. Refund. The niche may not be transferred to any other person other than a family member upon the approval of the City Manager. If the niche is unused and surrendered, 75 percent of the fee shall be refunded to the niche permittee listed in the Cemetery interment records, or as determined by the City Manager.
6. Right to remove urns, niche plaques, and cremains. In the event repairs, natural disasters or other events require maintenance to the columbarium, the City retains the right, in its sole discretion, to remove urn(s) and niche plaques, or to relocate all or any part of the cremains, as it deems necessary. The City will make every attempt to contact the permittee or the responsible party should such action become necessary.

7. Personal property. The City is not responsible for any items placed or left on or around any interment. Any items placed or left on or around any interment that does not qualify as a decoration under subsection 3 above, shall be deemed abandoned property and may be removed and disposed of as the City deems appropriate.

Records

1. The City shall keep records of all interments and disinterments in the Hickerson Memorial Cemetery and Columbarium wall. The records shall include a register for each plot containing an alphabetical index of the names of the persons interred or disinterred from the plot and other vital information. Information will include the deceased's place and date of birth, date of death, date of interment or disinterment and interment site location as may be available. An official map of the Hickerson Memorial Cemetery shall be maintained by the City so that the exact place of interment or disinterment by section and plot can be ascertained.
2. Upon the death of a reservation holder of a site (interment site or columbarium niche), the heirs or assigns of the deceased shall file satisfactory proof with the City of their heir status for the purpose of establishing the new permit holder on the records of the City. In the event an apparent heir may have the desire to use or assign a family site prior to the settlement of the estate of the deceased, the executor or personal representative of the original reservation holder will become the reservation holder.

Maintenance and Landscape Regulations

1. The City of Homer reserves the right at any time to enlarge, reduce, re-plat or change the boundaries of the Cemetery or any part thereof; to modify, change location, move or regrade roads, drives, walks or any part thereof; to lay, maintain, operate, alter or change pipelines, gutters, sprinkler systems or drainage; and to relocate interment sites or allow disinterment upon proper legal authority. The City reserves for itself the perpetual right of ingress and egress over all plots for the purpose of maintenance, operations or any emergency work necessary to the operation of the Cemetery.
2. The City of Homer reserves the right to move the remains in any interment sites which are located in the Cemetery when and if such sites are in imminent danger of destruction by natural elements. The City shall make every attempt to notify relatives of the deceased whose interment sites are in danger if such relatives can be identified on the City's records.
3. The City of Homer is responsible for the maintenance of the Hickerson Memorial Cemetery and shall be administered by the Public Works Department.
4. The City of Homer shall take reasonable precaution to protect all interment markers within the Hickerson Memorial Cemetery from loss or damage yet expressly disclaims any responsibility for loss or damage from causes beyond reasonable precautions. Damages incurred directly or collaterally and caused by or resulting from thieves, vandals, malicious mischief, or unavoidable accidents shall be excluded from the City of Homer's responsibilities. Severely damaged markers must be repaired or replaced at the expense of the family, the permit holder, or the responsible party.
5. Planting of trees, shrubbery, plants or turf within the Hickerson Memorial Cemetery shall be with the written consent of the City Manager or his designated representative. Failure to get prior authorization may result in removal of plant material.
6. The City will maintain a one lane driveway in winter as conditions allow. The City or the Contractor will clear the path to the interment site as conditions allow when a winter funeral is scheduled.
7. The City shall maintain Cemetery grounds at reasonable intervals, as well as raking, cleaning, grading and landscaping.
8. All grading of lots shall be done by City personnel. No person shall do any grading causing the surface of the ground to be raised above the existing height of the surrounding area.

Only City approved personnel shall discharge any chemical or organic fertilizer, herbicide or other substance on any lot.

9. The Contractor will provide, place, and remove greens, decorations or seating used for an interment and must provide necessary lowering devices.
10. No work utilizing any type of power tools shall be done during an interment service. No work of any kind may be performed within 200 feet of an ongoing interment service.
11. No person shall perform any work in the Cemetery in such a manner as to interfere with the walks, decorations, or general arrangement of the Cemetery, except through the written permission of the City Manager and under his/her supervision.
12. Preparation of interment sites shall be the responsibility of the Contractor.

Plants and Decorations

1. Family members may place natural flowers on interment sites immediately adjacent to the marker for any holiday, birthday, and date of death or anniversary.
2. The City reserves the right, on the first day of each month, to remove all decorative items from interment plots and dispose of them. The City is not liable for damages caused to, or the disappearance of flowers, plants or shrubs and assumes no responsibility for their return. Items disposed by the City will not be recoverable.
3. Any decoration placed by any individual is the responsibility of that individual. The City does not guarantee that any items placed on any interment site or columbarium niche will be protected in any way from the elements, thieves, or vandals. All items placed are at the risk of the individual and subject to disposal on the first day of each month.
4. When a holiday (such as Memorial Day) occurs at the end of the month, the flowers placed for that holiday will not be removed until the first day of the second subsequent month (July 1st for Memorial Day). Likewise, if an interment takes place at the end of a particular month, the city will make every effort to leave flowers until the first day of the second subsequent month.
5. Live plants, freshly cut flowers, wreaths, or flower baskets may remain on a plot no longer than 30 days. Flowers shall not be placed in or attached to trees, shrubs, or gate. The City is not responsible for damage or liable for the return of such items.
6. Digging holes or the removal of grass or sod for any purpose, the construction or placement of concrete slabs, or the placement of rocks or any other coverings over interment sites is prohibited.
7. Glass containers of all types and unattended lit candles are prohibited.
8. No person shall pluck or remove any flower, plant, or shrub, either wild or cultivated from the Cemetery grounds or move such items from one interment site to another.
9. Permanent raised obstructions such as mounds and fences are prohibited.

Memorial Markers

1. All interment sites shall have a temporary marker immediately installed upon interment and a permanent marker installed within 24 months after interment. Design and dimensions of markers must meet the requirements established within this policy.
2. Monument Foundations. Any monument that exceeds 48" in height shall require a foundation analysis.
4. No more than one upright marker per plot will be allowed. Family plots with more than one interment may have a single family monument with flat markers on individual plots. One marker may mark up to two plots in all sections of the Cemetery.
5. Flat Markers/Headstones. All flat markers/headstones shall be constructed of sandstone or limestone, marble, granite, or concrete and will be a minimum 24" x 12" x 4" in dimension, not to exceed 48" x 24" x 4" in dimension and set flush with the ground.
6. Memorial Wall/Columbarium Inscriptions: a. The inscription on the memorial wall/rail plaques will include the first name, middle initial (if desired), and last name together with the year of birth and the year of death up to 40 characters. Additional phrases may be added if they meet the maximum characters per plaque of 40 characters. b. The inscription on the niche plaque will include the name(s) of the deceased and/or family name and year of birth and of death. The cost of the niche includes an initial engraving of up to 40 letters. Engraving in excess of 40 letters will incur additional charges as specified by the Contractor. c. All inscriptions will be of a standardized font and size dictated by the City. No additional carvings will be added to any niche plaque. NOTE: - Inappropriate language, as determined by the City Manager or their designee, will not be permitted on any of the markers, plaques or emblems at the Hickerson Memorial Cemetery.
7. Upright or Slanted Markers/Headstones. All upright or slanted markers/headstones must be set on and affixed to a single poured concrete or granite base, installed at the head of the interment site, centered and inside the plot area and must not exceed a height of 48" above 16 grade. The base shall extend 3" beyond all sides of the marker/headstone, shall be at least 4" thick and set flush with the ground. The City must be notified prior to any plot preparation, construction, or placement of headstone or marker. Markers/headstones must not exceed 48" in width, excluding below grade base or foundation and must not exceed 24" in depth.
8. Family Monuments. The Hickerson Memorial Cemetery will permit upright monuments in specified areas. All reference to "Monuments" is to mean family monuments that

protrude above the lawn surface requiring a foundation. The intent of this section is to allow a maximum of one above-ground monument per family plot. Any work correcting deficiencies will be at the cost of the permit holder of the plot or the responsible party.

Prohibited Acts

1. No person other than authorized Cemetery personnel shall be allowed to perform any work on any interment site or lot within the grounds without written permission from the City.
2. Alcoholic beverages or controlled substances are strictly prohibited within the confines of the Hickerson Memorial Cemetery with the exception of special Cemetery events, which must be approved in writing and in advance by the City Manager or their designee.
3. No money shall be paid to the attendants at the Cemetery and visitors/plot permit holders must not otherwise engage City or Contractor employees to perform work. All orders, inquiries, and complaints must be filed with the City Manager.
4. No skateboards, roller blades or private off-road recreational vehicles shall be allowed on Cemetery property. Bicycles are restricted to Cemetery roadways only. Trucks over one ton, buses, tractors, trailers, and oversized vehicles are strictly prohibited from the Cemetery property unless approved in writing by the City Manager. Maintenance vehicles and equipment owned by the City or the Contractor are exempt from this provision.
5. A person shall not drive a hearse, pick-up or automobile on Cemetery lawn areas.
6. No person shall deposit waste or other hazardous or unsightly substances in the Cemetery.
7. Except as authorized in writing by the City Manager or their designee for the operations of the Cemetery, it is unlawful for any person to operate or drive any motor vehicle off of gravel roads. Snow machines or off-road motorcycles are prohibited in the Cemetery. Vehicles must not exceed 10 mph.
8. No person shall plant or set any tree, shrub, flower, grass, or other plant of any kind in the Cemetery without the written approval of the City.
9. It is unlawful for any person, except a City employee or the Contractor in the performance of their Cemetery duties, to willfully make any unnecessary noise or disturbance within the Cemetery.
10. Horseback riding or horse carriages within or through the Cemetery is expressly prohibited unless part of a ceremony.

11. It shall be unlawful for a person to sell or offer for sale any article of merchandise or any fruit, drink, or beverage within the limits of the Cemetery unless a specific activity is approved in writing by the City Manager.
12. No person shall pick or mutilate any flowers, either wild or domestic, or disturb any trees, shrubs, or other planted material.

Violation – Penalty.

Any person, firm or corporation who violates or maintains any violation of the provisions of this chapter shall, upon conviction thereof, be fined in an amount not to exceed three hundred (\$300.00) dollars or the direct cost of replacement or repair of damaged Cemetery property, whichever is greater. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

ORDINANCE(S)

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

Memorandum

TO: Mayor Zak and Homer City Council
FROM: Katie Koester, City Manager
DATE: June, 2017
SUBJECT: June 12 City Manager's Report

Kachemak Bay Water Trail Pavilion Celebration

Mayor and Council are invited to a picnic and celebration of the Kachemak Bay Water Trail at the new Pavilion behind Pier One on June 17 from noon to 3. The picnic will be to thank donors, including the City of Homer, and volunteers the made the project possible.

Welcome New Deputy City Clerk Smith

Please welcome newly hired Deputy City Clerk 1 Hayley Smith. Haley is a Homer High Graduate and is excited to join the City of Homer team.

Homer steps it up challenge trophy

If you noticed a large gold trophy in the City Hall lobby, it is because City of Homer employees are the proud winner of the first annual Homer Steps it Up challenge. City employees participated in a wellness challenge with The Center, South Peninsula Hospital and Seldovia Village Tribe Clinic during the month of May. The challenge culminated in an awards picnic at WKFL Park on June 1 where various awards were handed out to participants and healthy snacks were shared. A big thank you goes out to organizers who put the multi organization competition together, include Mike Illg with the City of Homer. It was a fun way to get to know our neighbors and inspire some friendly competition. We hope to be able to participate in future years and grow the participating organizations.



Vote for Homer

Homer is in the running for the USA Today Readers’ Choice Best Alaska Attraction. Please ask EVERYONE to vote! <http://www.10best.com/awards/travel/best-alaska-attraction/> These articles trend really well, generate tons of free press and allow us to share with the world what we all know – Homer is the best place to live and play. You can vote once a day until Monday, July 3rd.

City Campgrounds

Last year at the request of the Parks Art Culture and Recreation Advisory Commission, Council increased RV camping fees to \$20 and got rid of the weekly rate. Preliminary numbers indicate people are choosing to pay a little bit more and move onto campgrounds with improvements. City of Homer campgrounds were down considerably over Memorial Day while all the other campgrounds on the Spit (private) were jam-packed. I will present council with an analysis at the end of the season to see if decreased use negates any increase in revenue from raised prices.

June Employee Anniversaries

I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

Bob Painter,	Fire	26	Years
Levi Stradling,	Public Works	15	Years
Melissa Jacobsen,	Clerks	13	Years
Mike Illg,	Admin	11	Years
Manfred Kirchner,	Public Works	5	Years
Mike Szocinski,	Public Works	5	Years

Enc:

Thank you letter from Hospice of Homer

Thank you letter from Prince William Sound Regional Citizens’ Advisory Council

HOSPICE OF HOMER



COMPASSION
IN ACTION

Post Office Box 4174
Homer, Alaska 99603-4174
(907) 235-6899
hospiceofhomer.org

May 1, 2017

Mayor Bryan Zak
PO Box 1822
Homer, Alaska 99603

Dear Mayor Zak:

I am writing on behalf of Hospice of Homer to thank the City of Homer and you for the City Grant HOH received this spring. Hospice received \$4,540 to help offset general operating expenses. The Grant Hospice received from the City of Homer is one of the very few we receive that can be used for operating expenses. As a result, this grant is especially vital to us in that it allows us to continue to meet the needs of the individuals and families we serve as well as met our goals.

Hospice is able to provide services at current levels due to the generous support of the City and community. I want to make it very clear how much we value the city grant program and how vital it is to Hospice of Homer. Although grants are never easy to secure, to have access to unrestricted funds is a boon for a small non-profit like Hospice. These monies are used for the day-to-day, nuts and bolts operation of HOH – the bedrock of the organization.

Hospice of Homer is committed to being a resource for the entire community on the issues of caregiving, death and dying, and the grieving process. Hospice is the only local organization that provides these services to community members.

Best Regards,

Jessica Golden,
Executive Director
Hospice of Homer





Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage:
In Valdez:

3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS

May 25, 2017

Alaska State
Chamber of Commerce

Mayor Bryan Zak
City of Homer
2525 Sterling Highway
Homer, Alaska 99603

Chugach Alaska
Corporation

City of Cordova

Subject: 2017 Marine Firefighting Symposium

City of Homer

Dear Mayor Zak,

City of Kodiak

On behalf of the Board of Directors of the Prince William Sound Regional Citizens' Advisory Council, I wish to thank the City of Homer for helping to make this year's Marine Firefighting Symposium a definite success. This was the ninth edition of the Symposium held over the last 20 years. Thirty-seven firefighters and ten industry members participated in the event.

City of Seldovia

City of Seward

City of Valdez

City of Whittier

Safe operation of the marine transportation system in Alaska is vital to the economic health and environment of our state. One way that we can ensure the safety of this system is to engage and train with coastal community fire departments that may be called upon to suppress shipboard fires occurring within their home ports.

Community of
Chenega Bay

Community of
Tautlek

The City of Homer's contribution of its resources allowed participants to interact, network, and learn more about mounting safe and effective response to a marine incident. Benefits derived from this training opportunity will be felt across the state. By supporting the Marine Firefighting Symposium this year, the City of Homer has demonstrated its leadership in the development of the public-private partnerships necessary to build upon the safety of responders and the protection of the maritime environment in our coastal communities and across Alaska.

Cordova District
Fishermen United

Kenai Peninsula
Borough

Kodiak Island
Borough

Kodiak Village Mayors
Association

I want to recognize the Homer Harbor and Fire Department staff for all of their efforts to make the Symposium successful. I also wish to thank Robert Archibald, the City of Homer's representative on our Board, for his support of this year's event, as well as his many contributions to our organization.

Oil Spill Region
Environmental
Coalition

Sincerely,

Donna Schantz
Executive Director

Port Graham
Corporation

Prince William Sound
Aquaculture
Corporation

Cc: Katie Koester, Homer City Manager
Robert Archibald, Board member representing the City of Homer



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 ZAK AND CITY COUNCIL
FROM: RENEE KRAUSE, CMC, DEPUTY CITY CLERK
DATE: JUNE 6, 2017
SUBJECT: BID REPORT

REQUEST FOR PROPOSALS FOR HARBOR MANAGEMENT SYSTEM

The City of Homer, Alaska, Port and Harbor Division, is requesting proposals from qualified firms for a custom Harbor Management System to replace Port and Harbor's existing outdated harbor software system that manages billable events occurring within the Port and Harbor infrastructure. Successful proposer will be contracted to design, develop, test, and implement a custom Harbor Management System that tracks billing and vessel information using handheld field devices, interfaces with external and internal systems, calculates charges, generates monthly statements and tracks payment status. A **mandatory pre-proposal meeting/teleconference will be held Friday, June 9, 2017 at 2:00 pm** at the Homer City Hall Conference Room. Sealed proposals for the **Harbor Management System** will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:00 PM, Friday, June 30, 2017**. 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 bids shall not be considered. **All proposers must submit a City of Homer Proposal Holders Registration form to be on the Proposal Holders List** The Proposal holder registration form and the RFP package are available on line at <http://www.cityofhomer-ak.gov/rfps>.

CITY ATTORNEY REPORT

COMMITTEE REPORTS

PENDING BUSINESS

NEW BUSINESS



Memorandum 17-090

TO: Parks, Art, Recreation and Culture Advisory Commission

THROUGH: Homer City Council

FROM: Councilmember Heath Smith

DATE: June 12, 2017

SUBJECT: Jack Gist Park Plan

The purpose of this memo is to direct the Parks, Art, Recreation and Culture Advisory Commission (PARCAC) to advise the Council on development plans for Jack Gist Park.

At one time, Jack Gist Park was envisioned to house facilities for equestrian, soccer and softball recreational activities. To date the primary recreational activities at Jack Gist Park are softball and disc golf; equestrian and soccer facilities have developed at alternate locations. The 2017-2022 CIP request for Jack Gist Park prioritizes drainage improvements, a concession stand and equipment storage, and an irrigation system.

In March of 2017 PARAC requested and received Council support of Resolution 16-133, the acquisition of Lot 3 adjacent to the Jack Gist Park. However, the possibility of acquiring additional acreage at Jack Gist has prompted questions regarding the long-term development plans for the park.

Items to address in the recommendation to Council include:

- 1) Proposed plans for the development of Lot 3
- 2) Why Lot 3 is more critical to development of the park than other area lots
- 3) How Lot 3 fits into the overall goals of the park
- 4) Prioritization of land acquisition over development of infrastructure at the park
- 5) Any other justification for the purchase of Lot 3

Enc:

Jack Gist Park 2017-2022 CIP write up
Map depicting location of Lot 3



Jack Gist Park Improvements, Phase 2

Project Description & Benefit: Jack Gist Park has been in development since 1998 on 12.4 acres of land donated to the City of Homer by a private landowner. As originally envisioned by the Jack Gist Recreational Park Association, this parcel has been developed primarily for softball fields. It also features a disc golf course.

The proposed project will complete Phase 2 by improving drainage around the upper ball field, constructing a concession stand/equipment storage building adjacent to the softball fields, and developing an irrigation system utilizing a stream on the property in conjunction with a cistern. Phase 3 will provide potable water (water main extension), construct a plumbed restroom, and acquire land for soccer fields.

Plans & Progress: Phase 1 of this project was completed in 2011 after a five year period of incremental improvements. In 2005-2006, a road was constructed to Jack Gist Park from East End Road, a 70-space gravel parking area was created, and three softball fields were constructed including fencing, dugouts, and backstops. In 2008, bleachers were installed at all three softball fields. In 2009, three infields were resurfaced. In 2010, with volunteer help, topsoil was spread and seeded on two of the three fields and the parking area was improved and expanded. 2011 saw improvements to the third ball field: drainage improvements on the outside perimeter (right and left field lines), imported material to improve the infield and topsoil and seeding to improve the outfield.

Total Project Cost: \$160,000

Drainage: \$50,000

Concession Stand and Equipment Storage: \$75,000

Irrigation System: \$35,000

Schedule: 2018-2019

Priority Level: 2



One of the new softball fields at Jack Gist Park



Memorandum 17-091

TO: Parks, Art, Recreation and Culture Advisory Commission

THROUGH: Homer City Council

FROM: Councilmember Donna Aderhold

DATE: June 12, 2017

SUBJECT: Main Street Sidewalk

The Parks, Art, Recreation and Culture Advisory Commission (PARCAC) has advocated for the Capital Improvement Plan project to pave the City owned portion of Main Street using HART dollars. The purpose of this memo is to direct the PARCAC to further explore the challenges, opportunities and possible partnerships for constructing a sidewalk on upper Main Street.

Items to address in the recommendation to Council include:

- 1) Cost. Sidewalks are an eligible expense under Homer Accelerated Roads and Trails (HART). However, HART funds are limited and Council will need to be judicious about approving projects if those funds are used for road and trail maintenance in the future.
- 2) Cost sharing and Special Assessment Districts. The HART policy manual references that sidewalks need to be priority projects as identified in the Non-motorized Transportation Plan and grant funding should be pursued if at all possible. A special assessment district process could be implemented for sidewalks based on the HART road SAD process (25% property owner and 75% City cost sharing, 1 vote per parcel). This would ensure local buy in for the project.
- 3) Maintenance costs. A sidewalk on upper main adds significant linear feet of new sidewalk. Additional specialty maintenance equipment may need to be purchased and the cost of plowing, sanding, and maintaining the sidewalk needs to be considered. In many municipalities, the property owners are responsible for regular maintenance of the sidewalk in front of their home or business. Council would appreciate PARAC's feedback on this model.
- 4) Prioritization. Why is Main Street the highest priority for a sidewalk? The HART fund cannot afford to install or the City maintain sidewalks on all City streets recommended in sections 3.1 and 3.1 of Homer Non-motorized Transportation Plan, what is the mechanism for prioritizing one area over another? A special assessment district process that provides local buy in has been used to answer this question for other infrastructure projects in the City.

Enc: Main Street Sidewalk CIP write up



Main Street Sidewalk Facility: Pioneer Avenue North

Project Description and Benefit: This project will provide ADA-compliant sidewalks, curb and gutter on Main Street from Pioneer Avenue north to Bayview Park.

Main Street is Homer’s primary north-south corridor extending from Bayveiw Avenue (near the hospital) to Ohlson Lane (near Bishop’s Beach); it crosses Homer’s primary east-west thoroughfares, Pioneer Avenue and the Sterling Highway. It provides access to residential neighborhoods, South Peninsula Hospital and Bayview Park, yet has no sidewalks, making pedestrian travel unpleasant and hazardous. Sidewalks on this busy street will provide pedestrian safety, accessibility and enhance the quality of life for residents and visitors alike.

Plans and Progress: The need for Main Street sidewalks was first articulated in Homer’s 2004 Non-Motorized Transportation and Trail Plan. Main Street sidewalk improvements for the State-owned portion of Main Street (from Pioneer Avenue south) have long been a project in the CIP. Completing a sidewalk facility on the City-owned portion from Pioneer Avenue northward would provide a continuous, safe pedestrian route through the heart of Homer.

The overall project is conceived as sidewalks on both sides of Main Street from Pioneer Avenue to Bayview Park. A phased approach is suggested, beginning with sidewalk on the west side of Main Street only, first to Fairview Avenue, then to Bayview Park.

Plans & Progress: A engineer’s conceptual cost estimate for both phases of the project has been developed.

Total Project Cost: \$943,055

Phase I: \$422,604

Phase II: \$520,451

Schedule: 2019

Priority Level: 3



Pedestrian safety along Main Street, one of Homer’s primary north-south roads, would benefit from a sidewalk facility.

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

