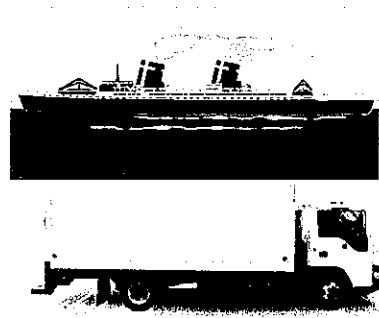
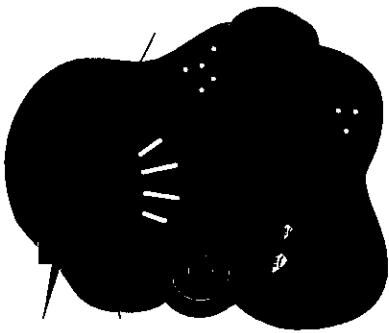


City Council
March 26, 2013
Tuesday

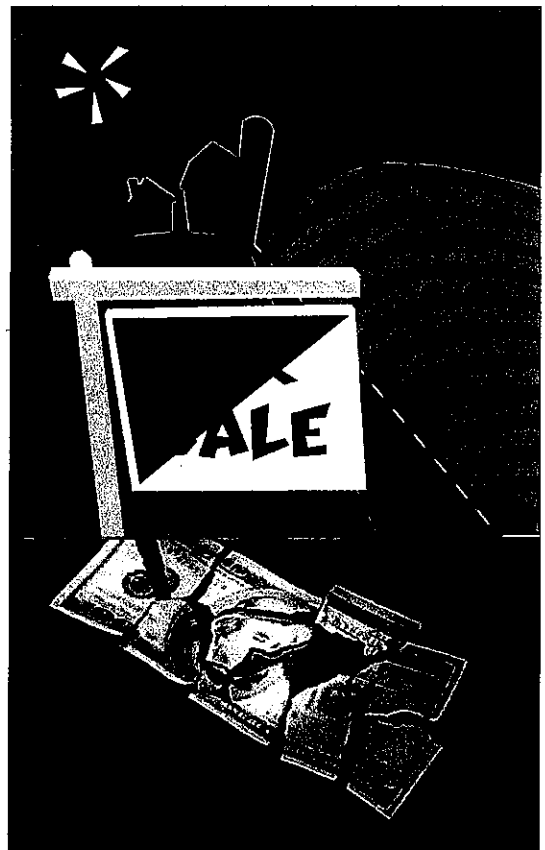


Worksession 4:00 P.M.
Committee of the Whole 5:00 P.M.
Regular Meeting 6:00 P.M.



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

Produced and
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March 2013

Tuesday 26th

CITY COUNCIL

Worksession 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m.

BAYCREST OVERLOOK IMPROVEMENT COMMITTEE

Meeting 1:00 p.m.

Wednesday 27th

SPIT TRAIL AND SPIT ZONING OPEN HOUSE 4:00 p.m.

PORT AND HARBOR ADVISORY COMMISSION

Regular Meeting 5:00 p.m.

Tuesday 2nd

LIBRARY ADVISORY BOARD

Regular Meeting 5:00 p.m.

Wednesday 3rd

PLANNING COMMISSION

Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.

Thursday 4th

KAREN HORNADAY PARK COMMITTEE

Meeting 5:30 p.m.

KACHEMAK DRIVE PATH COMMITTEE

Meeting 5:30 p.m.

Monday 8th

CITY COUNCIL

Committee of the Whole 5:00 p.m. and Regular Meeting 6:00 p.m.

Regular Meeting Schedule

City Council 2nd and 4th Mondays 6:00 p.m.

Library Advisory Board 1st Tuesday 5:00 p.m.

Economic Development Advisory Commission 2nd Tuesday 6:00 p.m.

Parks and Recreation Advisory Commission 3rd Thursday of the month with exception of December 5:30 p.m.

Planning Commission 1st and 3rd Wednesday 6:30 p.m.

Port and Harbor Advisory Commission 4th Wednesday 5:00 p.m.

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

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

Lease Committee Quarterly 2nd Thursday 3:00 p.m.

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

MAYOR AND CITY COUNCILMEMBERS AND TERMS

BETH WYTHER, MAYOR - 14

FRANCIE ROBERTS, COUNCILMEMBER - 15

BARBARA HOWARD, COUNCILMEMBER - 14

DAVID LEWIS, COUNCILMEMBER - 14

BRYAN ZAK, COUNCILMEMBER - 13

BEAUREGARD BURGESS, COUNCILMEMBER - 15

JAMES DOLMA, COUNCILMEMBER - 13

**City Manager, Walt Wrede
City Attorney, Thomas Klinkner**

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

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



WORKSESSION
4:00 P.M. TUESDAY
MARCH 26, 2013

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

WORKSESSION AGENDA

1. CALL TO ORDER, 4:00 P.M.

Councilmembers Howard and Zak have requested excusal.

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

3. Land Allocation Plan – Joint Worksession with Advisory Bodies

Memorandum 13-044 from Planning Technician as backup.	Page 7
Memorandum 13-040 from Economic Development Advisory Commission as backup.	Page 9
Memorandum 13-041 from Planning Commission as backup.	Page 11
Memorandum 13-042 from Parks and Recreation Advisory Commission as backup.	Page 13
Memorandum 13-043 from Library Advisory Board as backup.	Page 15

4. COMMENTS OF THE AUDIENCE

5. ADJOURNMENT NO LATER THAN 4:50 P.M.

Next Regular Meeting is Monday, April 8, 2013 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, April 15, 2013 at 5:15 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
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 13-044

To: Mayor Wythe and Homer City Council
From: Julie Engebretsen, Planning Technician
Date: March 19, 2013
RE: 2013 Land Allocation Plan Joint Work Session

The following is a synopsis of all the recommendations from City Advisory Commissions. They are presented in order of the Land Allocation Plan. I recommend reviewing these specific properties, rather than attempting to review the plan page by page during the work session. If Council has additional properties to discuss, those can also be discussed section by section. Staff will draft a resolution for the next Council next meeting with any changes to the Land Allocation Plan.

Sections

A - Lands available for Lease

Page A-5. Remove Lot 20. Reserve this lot for a future travel lift. Staff recommendation: Designate property as Port Use and move to page D-15.

Page A-6. The construction of the Spit trail will disrupt this area.

Port & Harbor recommendation: Keep short term leases as is.

Parks & Rec: designate area as rest area.

B - Leased properties: No comments

C - Undesignated Lands

Page C-9. Designate Lots 3, 13 and 14 as public recreation.
(Spit trailhead parking and Mud Bay lands)

D - City Facilities:

Page D-2 library land – keep “for sale,” but delay any further marketing and sales efforts for 5 years until the real estate market improves.

E - Parks

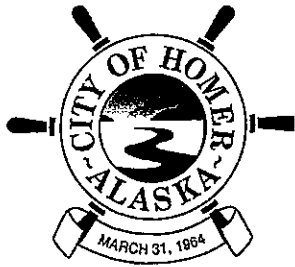
Page E-2. Initiate the process to change the street name of Adams Drive to Jack Gist Lane.

Page E-26 Designate all lots as Mariner Park.

Page E-35 Designate End of the Road Park as a park.

F- Bridge Creek No comments

E – Conservation – No comments



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MEMORANDUM 13-040

To: Mayor Wythe and Homer City Council
From: Economic Development Advisory Planning Commission
Through: Julie Engebretsen, Planning Technician
Date: March 19, 2013
RE: 2013 Land Allocation Plan Joint Work Session

At the March 12th EDC, the Commission made the following recommendations on the Land Allocation Plan.

Comments

D-2 library land -- keep "for sale," but delay any further marketing and sales efforts for 5 years until the real estate market improves.

E-35 Designate End of the Road Park as a park.



Where the Land Ends and the Sea Begins



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MEMORANDUM 13-041

To: Mayor Wythe and Homer City Council
From: Homer Advisory Planning Commission
Through: Julie Engebretsen, Planning Technician
Date: March 19, 2013
RE: 2013 Land Allocation Plan Joint Work Session

At the March 6th HAPC meeting, the Commission made the following recommendations on the Land Allocation Plan.

Comments

Page C-9. Designate Lots 3, 13 and 14 as public recreation. (Spit trailhead and Mud Bay properties)
Page E-21. Initiate the process to change the street name of Adams Drive to Jack Gist Lane.
Page E-26 Designate all lots as Mariner Park.
Page E-35 Designate End of the Road Park as a park.



Where the Land Ends and the Sea Begins



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MEMORANDUM 13-042

To: Mayor Wythe and Homer City Council
From: Parks and Recreation Advisory Planning Commission
Through: Julie Engebretsen, Planning Technician
Date: March 19, 2013
RE: 2013 Land Allocation Plan Joint Work Session

At the February 21st Parks and Recreation Advisory Commission meeting, the Commission made the following recommendations on the Land Allocation Plan.

Comments

A -6 Designate area currently designated for short term lease as rest area.
C-9 Designate Lots 3, 13 and 14 as public recreation. (Spit trailhead and Mud Bay properties)
E -6 Designate 2 lots for a future park (L Walli Estates lots).
E-26 Designate all lands (Mariner Park area) for public recreation.
E-35 Designate End of the Road Park as a park.



Where the Land Ends and the Sea Begins



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MEMORANDUM 13-043

To: Mayor Wythe and Homer City Council
From: Library Advisory Board
Through: Julie Engebretsen, Planning Technician
Date: March 19, 2013
RE: 2013 Land Allocation Plan Joint Work Session

At the March 5th LAB meeting, the Board made the following recommendation on the Land Allocation Plan.

Comments

DEFER ACTION ON THE PROPERTY SHOWN ON PAGE D-2 OF THE LAND ALLOCATION PLAN UNTIL FEBRUARY 2018

Minutes

Chair Faulkner opened discussion on this item explaining what is normally done and noted that this was a first time they received a memo from Planning. She noted that they made a recommendation previously to sell the land related to the old library. The Board has never made any recommendations on additional parcels the city owns.

After a brief discussion on the staff recommendation a motion was made as follows:

FLETCHER/GORDON – MOVED TO DEFER ACTION ON THE PROPERTY SHOWN ON PAGE D-2 OF THE LAND ALLOCATION PLAN UNTIL FEBRUARY 2018.

There was no further discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Ms. Fletcher commented that they recommended having someone attend the worksession. There were no immediate volunteers.



Where the Land Ends and the Sea Begins

March 18, 2013

City of Homer
491 East Pioneer Avenue
Homer, AK 99603
Attn: Homer City Council

RE: Request to Designate Lot 47 Homer Spit Subd. Amended as Surplus

Dear Council:

Land's End Acquisition Corporation (LEAC) hereby requests that the City of Homer designate Lot 47 Homer Spit Subdivision Amended (Kenai Peninsula Borough Parcel #181-034-08) as surplus or similar designation encouraging the disposition of said lot. We further request that the City Council authorize the City Manager to negotiate terms of sale with LEAC to be consistent with a current fee appraisal.

Lot 47 Homer Spit Subdivision amended is a narrow, .08 acre, lot that lies between Land's End Resort and Petro Marine Services. There is currently an easement granted to Land's End Acquisition Corporation and a right-away easement to Homer Electric Association.

I understand that the property is currently undesignated by the City which comes as no surprise as its usability is quite limited. I further understand that the Council is beginning its annual review of its property designations at its March 26, 2013 meeting. This property has little, if any, intrinsic value to the public, while LEAC is willing to accept the tax burden due to its proximity to our property.

Warm Regards,



Michael Dye
Chief Executive Officer
Land's End Acquisition Corporation
4786 Homer Spit Road
Homer, AK 99603

2013 Land Allocation Plan
City of Homer

DRAFT

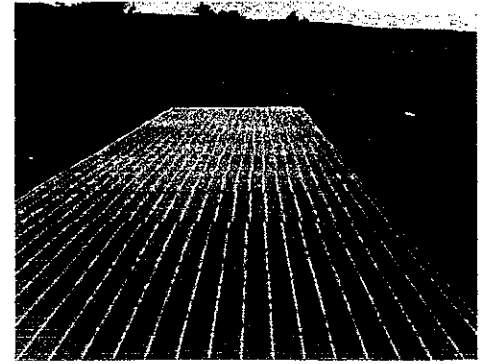
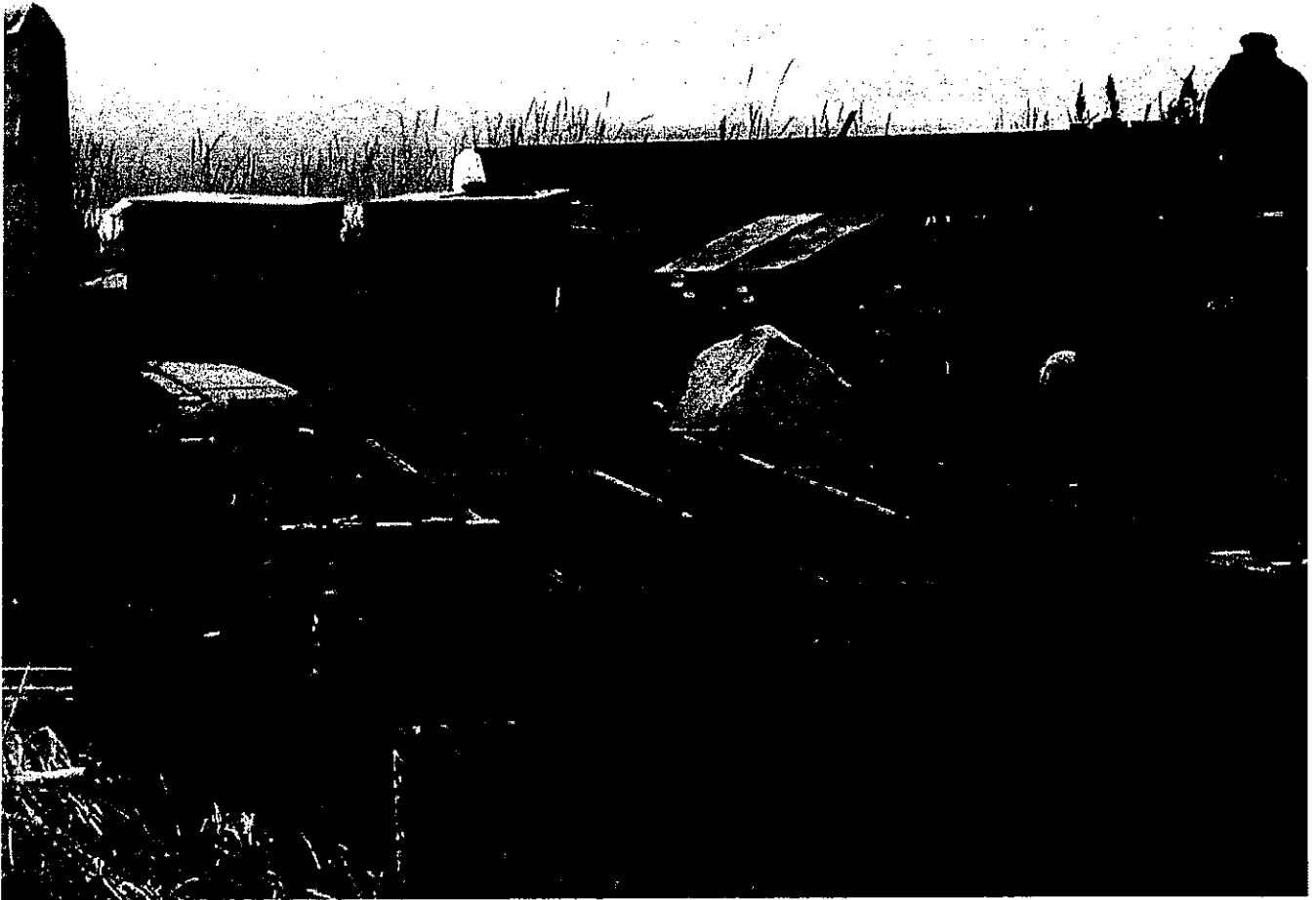


Table of Contents

Sections

- A. Lands Available For Lease**
- B. Leased Lands**
- C. Other City lands, generally undesignated**
- D. City Facilities**
- E. Parks, Green space, cemeteries**
- F. Bridge Creek Lands**
- G. Conservation Easement Lands**

Index—City lands listed by parcel number

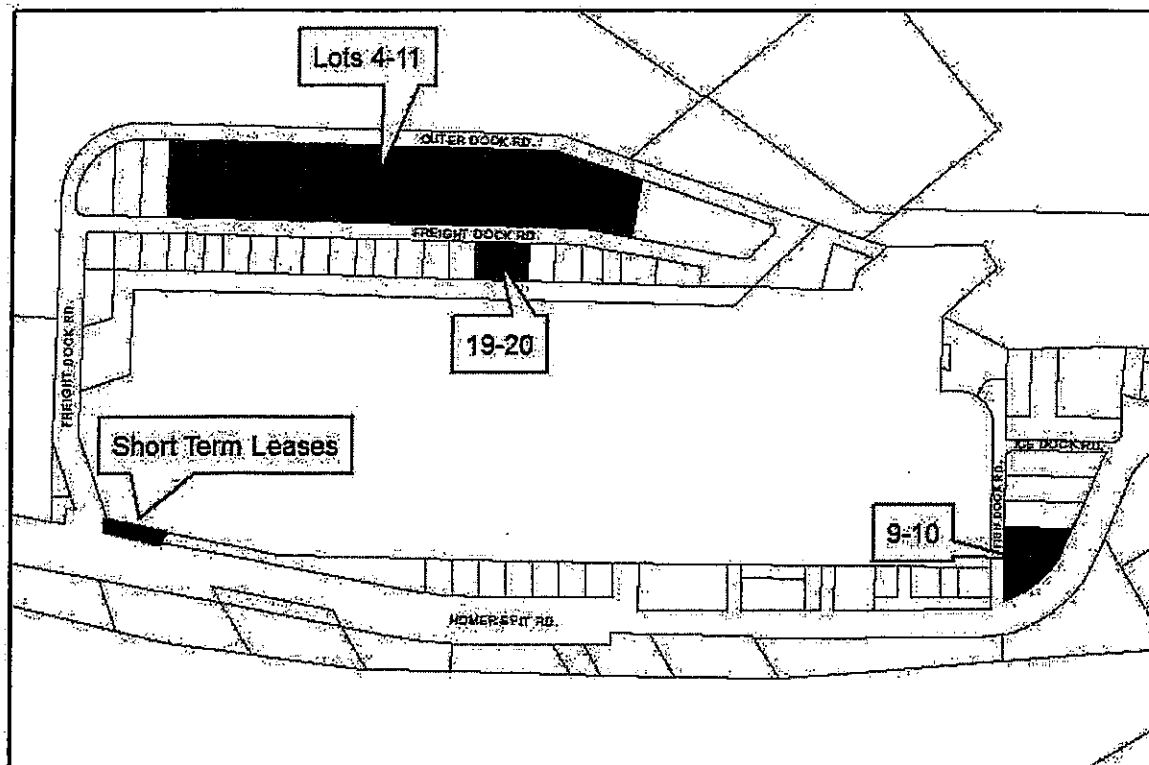
Appendix - Homer Harbor Map

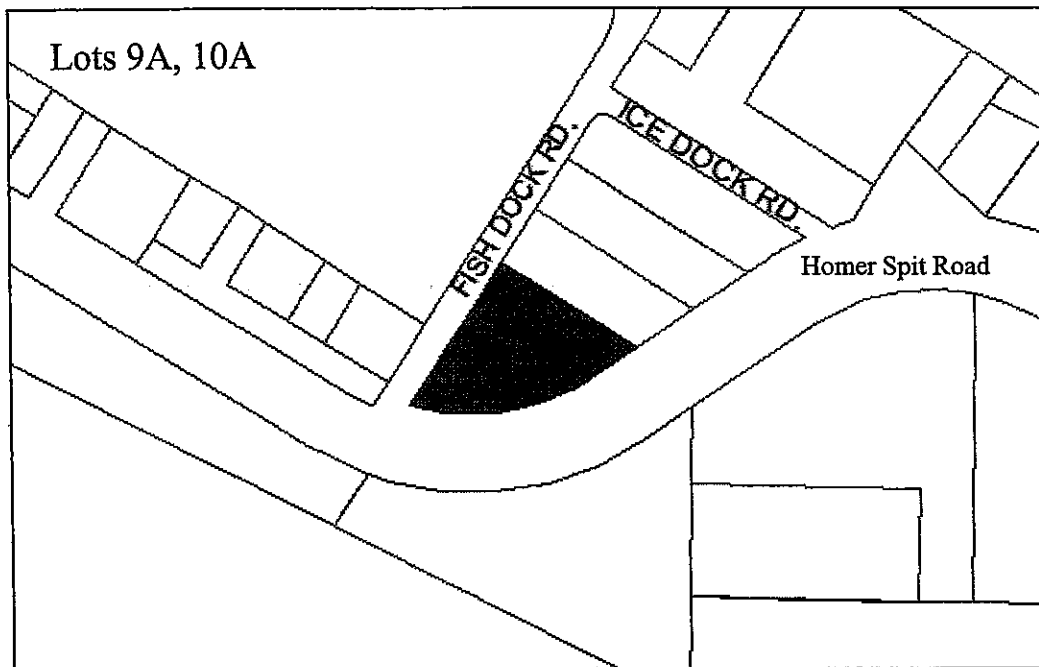
Note: Any lands not included in this document are listed in the previous version of the Land Allocation Plan, and their designations carry forward to this plan.

Section A

Lands available for lease

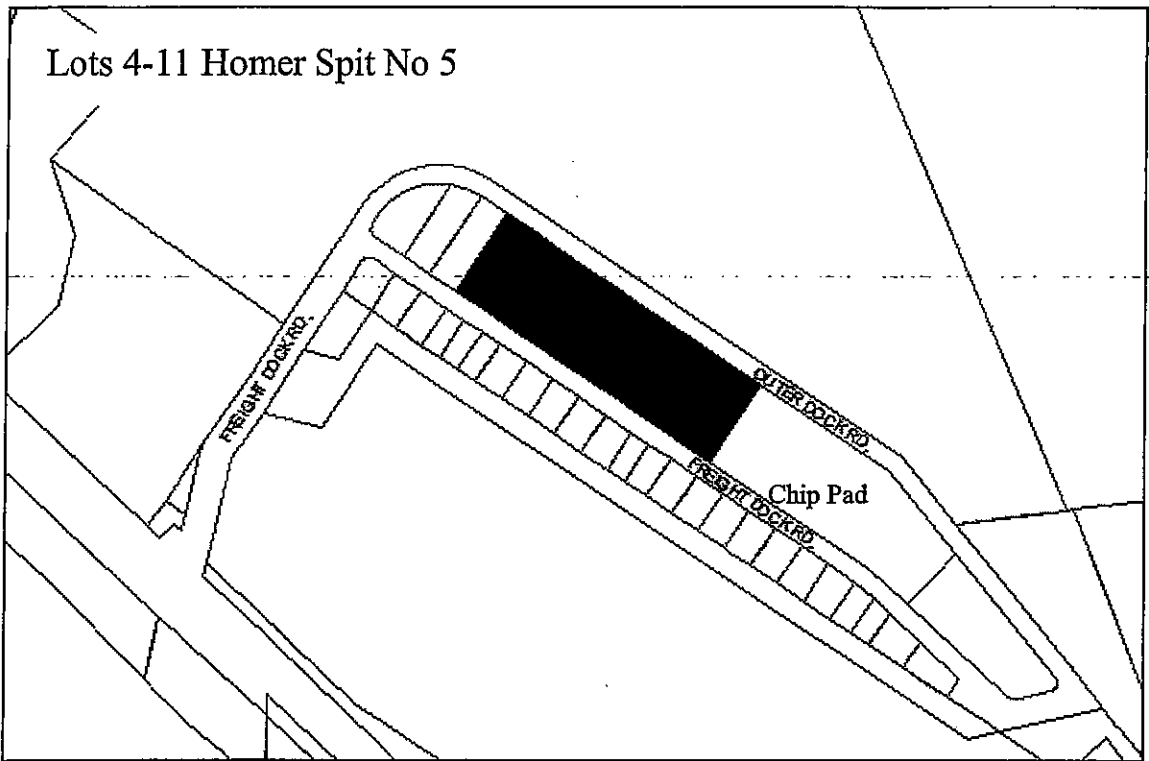
The following lots are available for lease in 2013. Lease procedures follow the City of Homer Lease Policy, and City Code.

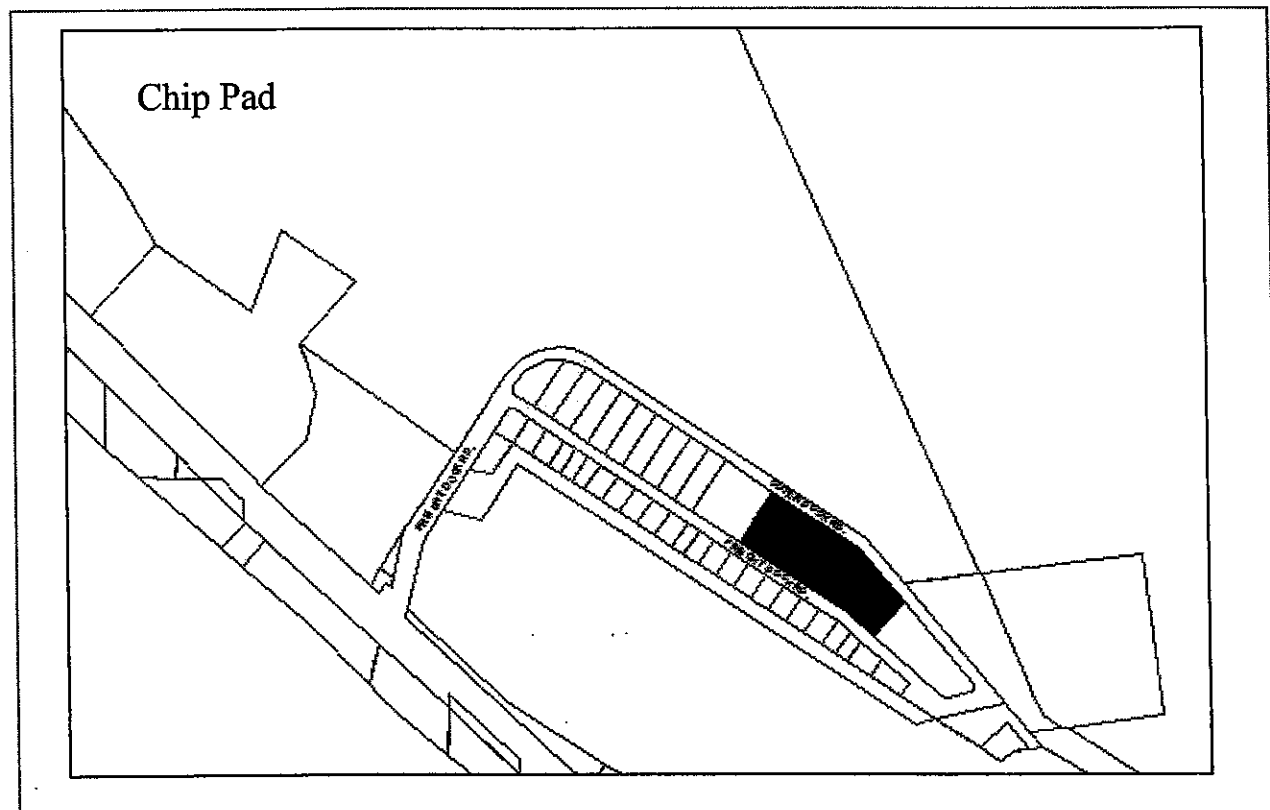


**Designated Use:** Lease**Acquisition History:****Area:** 1.05 acres (0.52 and 0.53 acres)**Parcel Number:** 18103477, 78**2012 Assessed Value:** Land value \$312,200**Legal Description:** T 7S R 13W SEC 1 SEWARD MERIDIAN HM 2007136 HOMER SPIT REPLAT 2006 LOT 9-A and 10A**Zoning:** Marine Industrial**Infrastructure:** Water, sewer, paved road access**Address:**

Former Manley building lots.

Finance Dept. Code:

 <p>Lots 4-11 Homer Spit No 5</p>	
Designated Use: Lease Lands	
Acquisition History:	
Area: 6.47 acres. Small lots are 0.67 acres, large lot is 1.78 acres	Parcel Number: 181032 23-30
2012 Assessed Value: \$1,742,400. Smaller lots valued at \$189,700. One large lot valued at \$414,500	
Legal Description: Homer Spit Subdivision No. 5 Lots 4 through 11	
Zoning: Marine Industrial	
Infrastructure: Water, sewer, paved road access	Address:
<p>Not available for long term lease. Used for seasonal summer parking. May be available for short term winter leases.</p> <p>Resolution 2007-051: Lots 4-10, the RFP process should be delayed until the master parking plan is developed. The East Harbor expansion should be considered. Lot 11: should be held in reserve to attract a container ship/barge operation and/or an industrial support base to the Port of Homer. This should be a long term lease.</p> <p>Resolution 10-35(A) prepare a plan for organized parking and fee collection.</p>	
Finance Dept. Code:	



Designated Use: Lease

Acquisition History:

Area: 5 acres

Parcel Number: 18103220

2012 Assessed Value: \$1,487,100 (Land: \$947,100, Structure/Improvements: \$540,000)

Legal Description: Homer Spit Subdivision no 5 Lot 12

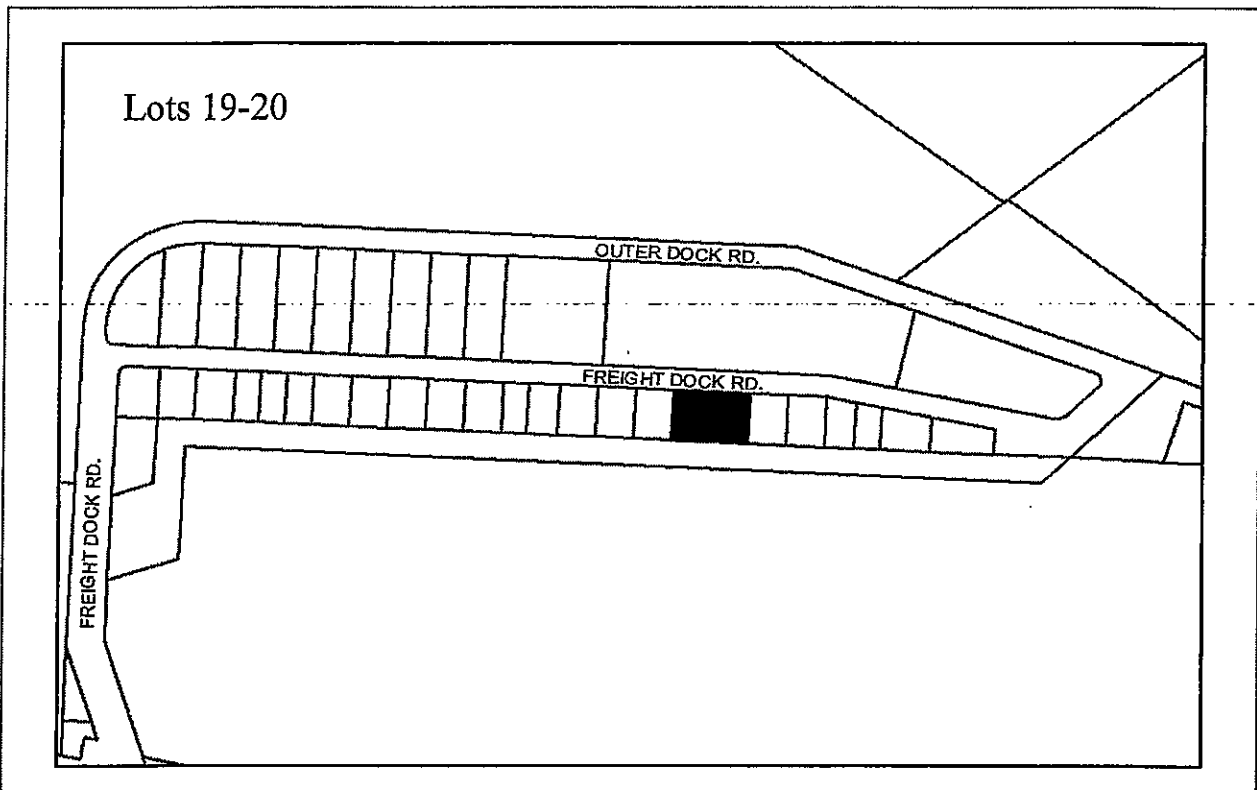
Zoning: Marine Industrial

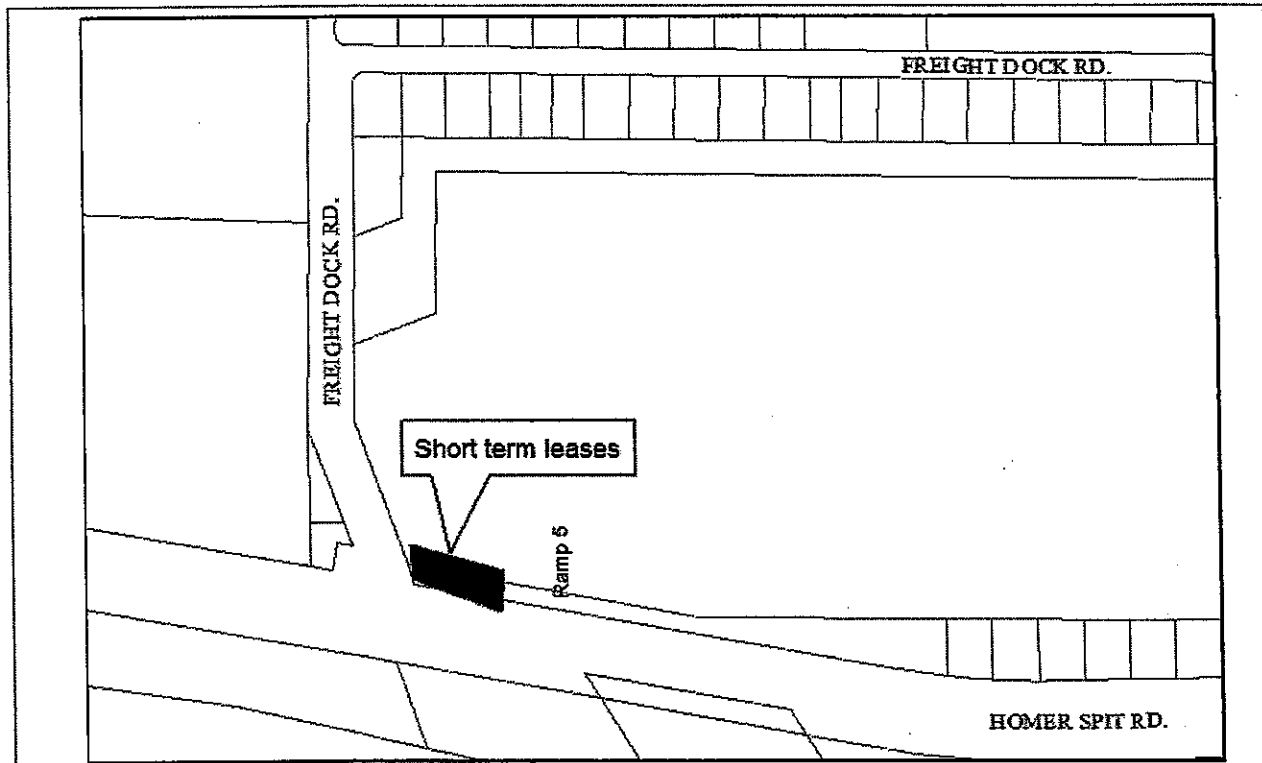
Infrastructure: Water, sewer, paved road access

Address: 4380 Homer Spit Road

Old Chip Pad

Peninsula Scrap and Salvage has been leasing part of the part intermittently to barge out scrap metal.

**Designated Use:** Lease (Resolution 09-33)**Acquisition History:****Area:** 0.96 acres, 0.32 acres each**Parcel Number:** 181032 38, 39**2012 Assessed Value:** \$105,000 each**Legal Description:** Homer Spit No 5 Lots 19-20**Zoning:** Marine Industrial**Wetlands:** N/A**Infrastructure:** gravel road, water and sewer**Notes:****Finance Dept. Code:**



Designated Use: Lease (Resolution 10-35(A))

Acquisition History:

Area: Freight Dock Road to 150 feet before Ramp 5, (about where used boats are usually for sale)

Parcel Number: 18103324

2012 Assessed Value:

Legal Description: Homer Spit No 2 Lot 12-A

Zoning: Marine Commercial

Wetlands: N/A

Infrastructure: paved road, water and sewer (may or may not be close to a stub out)

Notes: Resolution 10-35(A) states: Designate an area from Freight Dock Road to within 150 feet of Ramp 5 for short term, one to two year leases, for small kiosk businesses under 250 square feet.

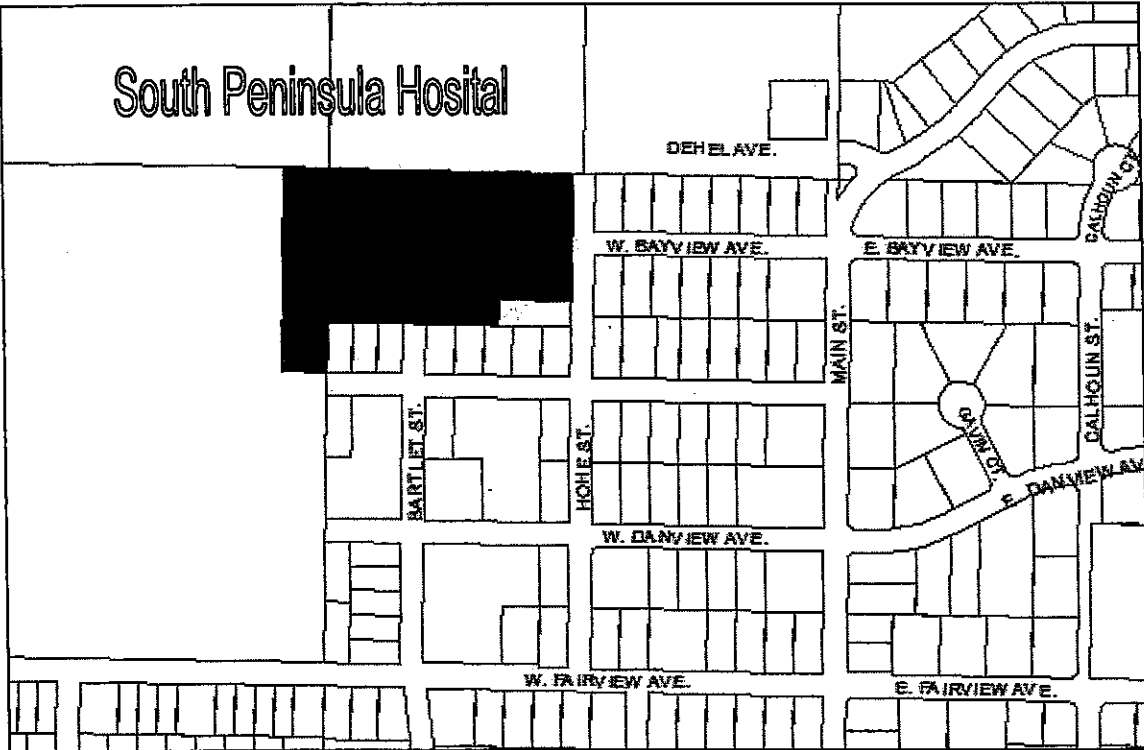
2013 update: Extension of the Spit Trail in 2013/2014 may affect this area.

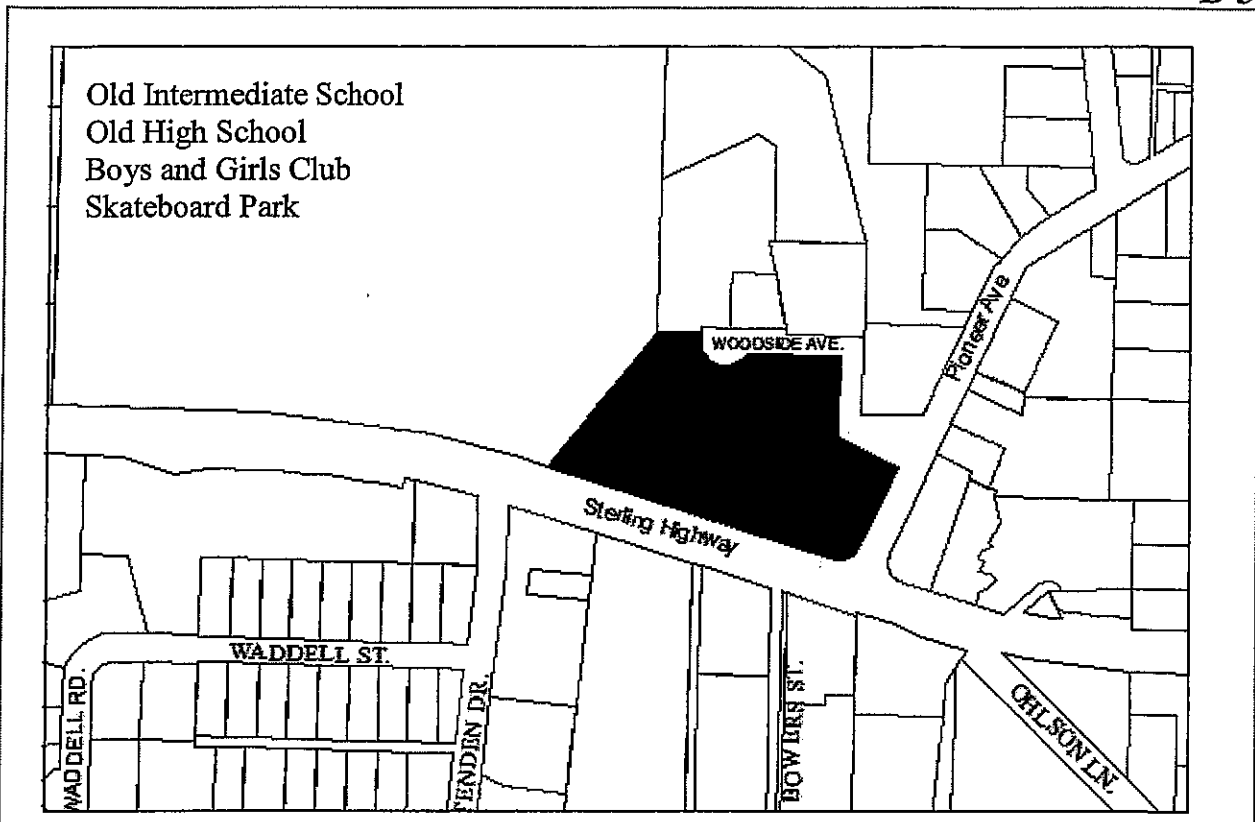
Finance Dept. Code:

Section B

Leased Lands

These lands are under lease. Leases are based on a current market appraisal provided by a professional appraiser. The Kenai Peninsula Borough tax assessment is given as information only. It is not the basis for lease negotiations or fees. The KPB tax assessor takes into account the duration of the lease. Therefore, when a lease is expiring, the value of the land to the tenant goes down. On leased land, the KPB assessor is NOT showing market value of the land; they use a different measure to create a taxable land value. The tenant pays property tax to the City and Borough. See the Lease Policy Manual for further information. Individual lease files contain information on rents and formal agreements.

	
Designated Use: South Peninsula Hospital	
Acquisition History:	
Area: 7.12 acres	Parcel Number: 17504024
2012 Assessed Value: \$19,943,500 (Land \$256,400, Structures \$19,687,100)	
Legal Description: HM02008092T06S R13W S18 SOUTH PENINSULA HOSPITAL SUB 2008 Addition Tract A2	
Zoning: Residential Office	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	
Notes: Ordinance 2006-036 leased the land to the Kenai Peninsula Borough for 99 years. Structure is owned by KPB.	
Finance Dept. Code:	



Designated Use: Public Government Lands with the intent to use for community purposes

Acquisition History: Given to the City by KPB. Old Middle School and HS. Reso 98-63

Area: 4.3 acres

Parcel Number: 17510070

2012 Assessed Value: \$4,809,400 (Land \$809,400 Structure, built in 1956 25,000 sq ft \$4,000,000)

Legal Description: HM2000022 T06S R13W S19 TRACT 2 HOMER SCHOOL SURVEY 1999 CITY ADDN

Zoning: Central Business District

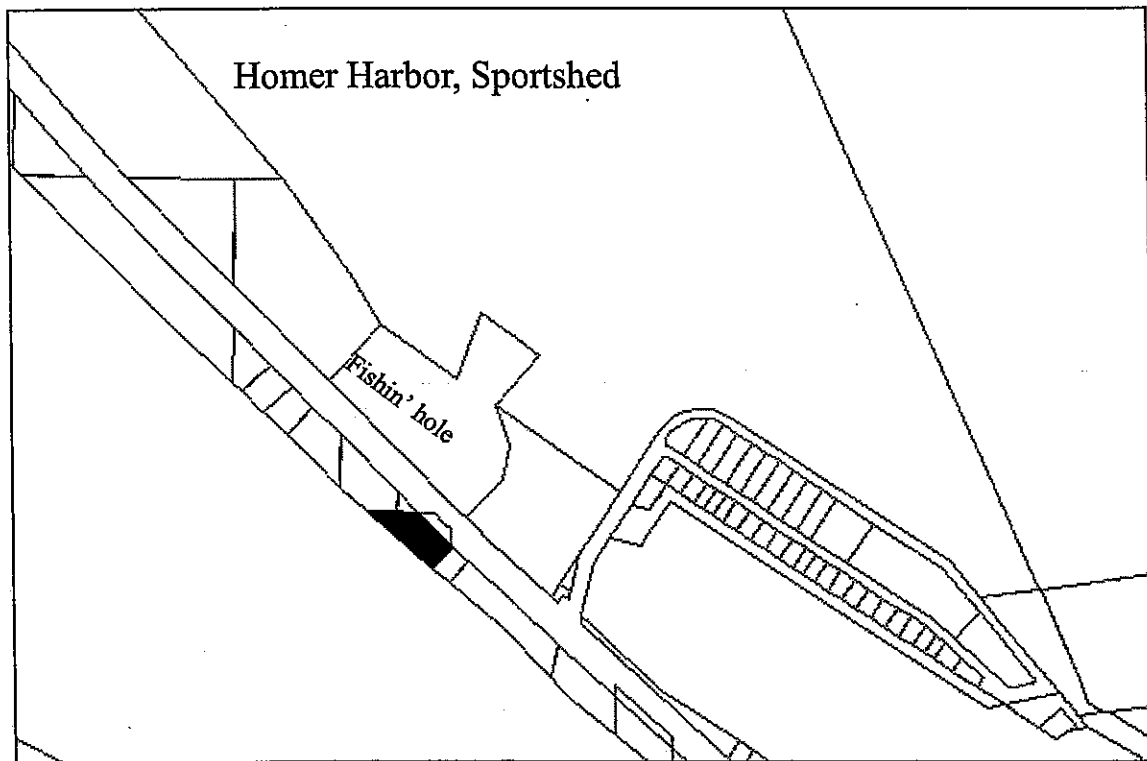
Wetlands: Creek on western edge

Infrastructure: Paved access and parking. Water and Sewer.

Notes: Currently Leased to the Boys and Girls Club.

- Skateboard Park on premises.
- Old Intermediate School has flooding problems in the basement.
- Older building has asbestos.
- Deed restrictions on the property for school or community purpose; may not be able to sell for commercial purposes.

Finance Dept. Code: 170.0032 175.100.05



Designated Use: Leased Land

Acquisition History:

Area: 1.6 acres

Parcel Number: 18103105

2012 Assessed Value: \$338,500 (Land: \$155,800 Structure: \$182,700)

Legal Description: HM0890034 T06S R13W S35 HOMER SPIT SUB AMENDED LOT 5

Zoning: Marine Commercial

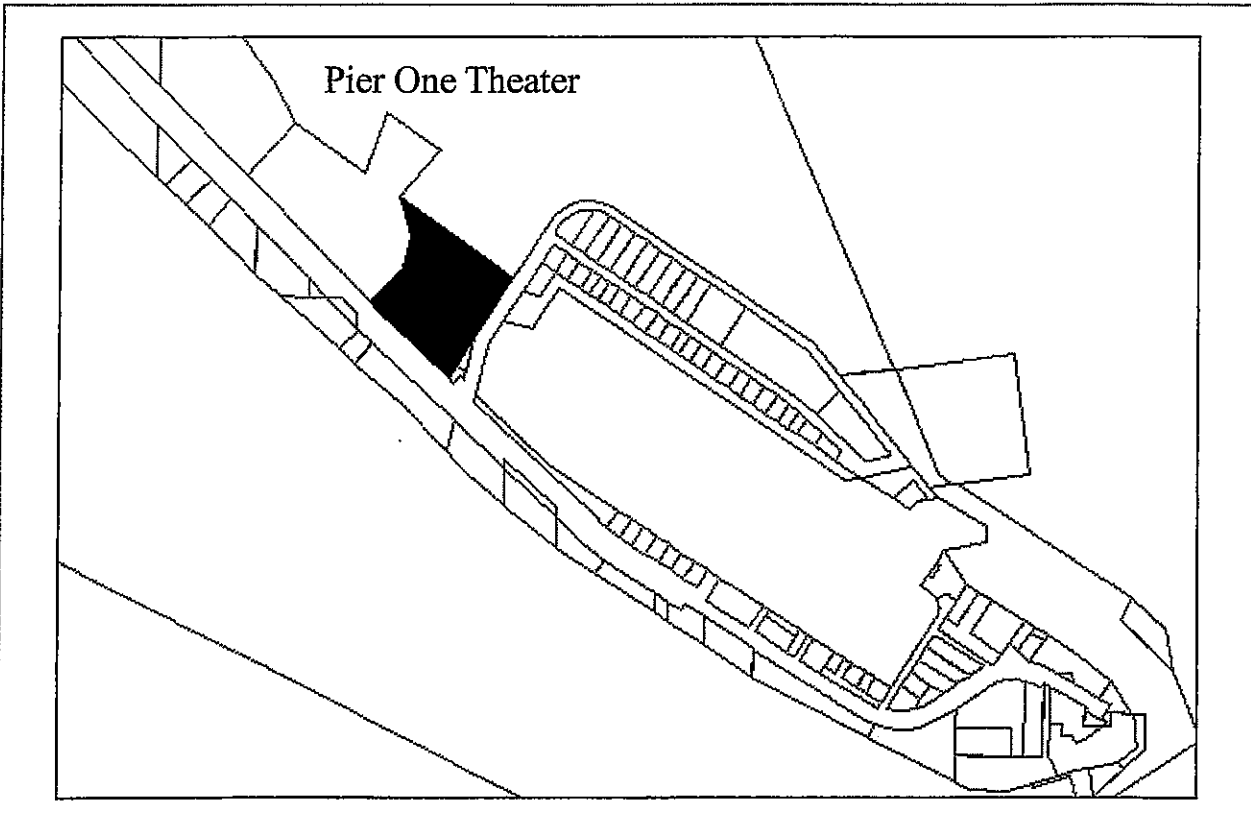
Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 3815 Homer Spit Road

Leased to: Sportshed/Homer Enterprises. Resolution 09-25(S), 09-76(S) Sublease
Expiration: 2029 two 5 year options

Finance Dept. Code:



Designated Use: Fishing Lagoon

Acquisition History: Ordinance 83-26. Purchase from World Seafood.

Area: 11.27 acres

Parcel Number: 18103117

2012 Assessed Value: \$1,719,900 (Land: \$1,568,000 Structure: \$151,900)

Legal Description: HM0940043 T06S R13W S35 TRACT 1-A THE FISHIN HOLE SUB NO 2

Zoning: Marine Industrial

Wetlands: N/A

Infrastructure: Water, sewer, paved road access

Address: 3854 Homer Spit Road

This is a large parcel that is used several ways.

- Dredge spoils dewatering and storage
- City RV park/campground, and access to the only public RV dump on the spit
- Pier One Theater Lease. Theater leases the building only; not the land. Resolution 89-36A.

Resolution 2011-37(A): Develop a plan which will consider designation of a 10,000 sq. ft. portion to make the land available for Request for Proposals. (in progress)

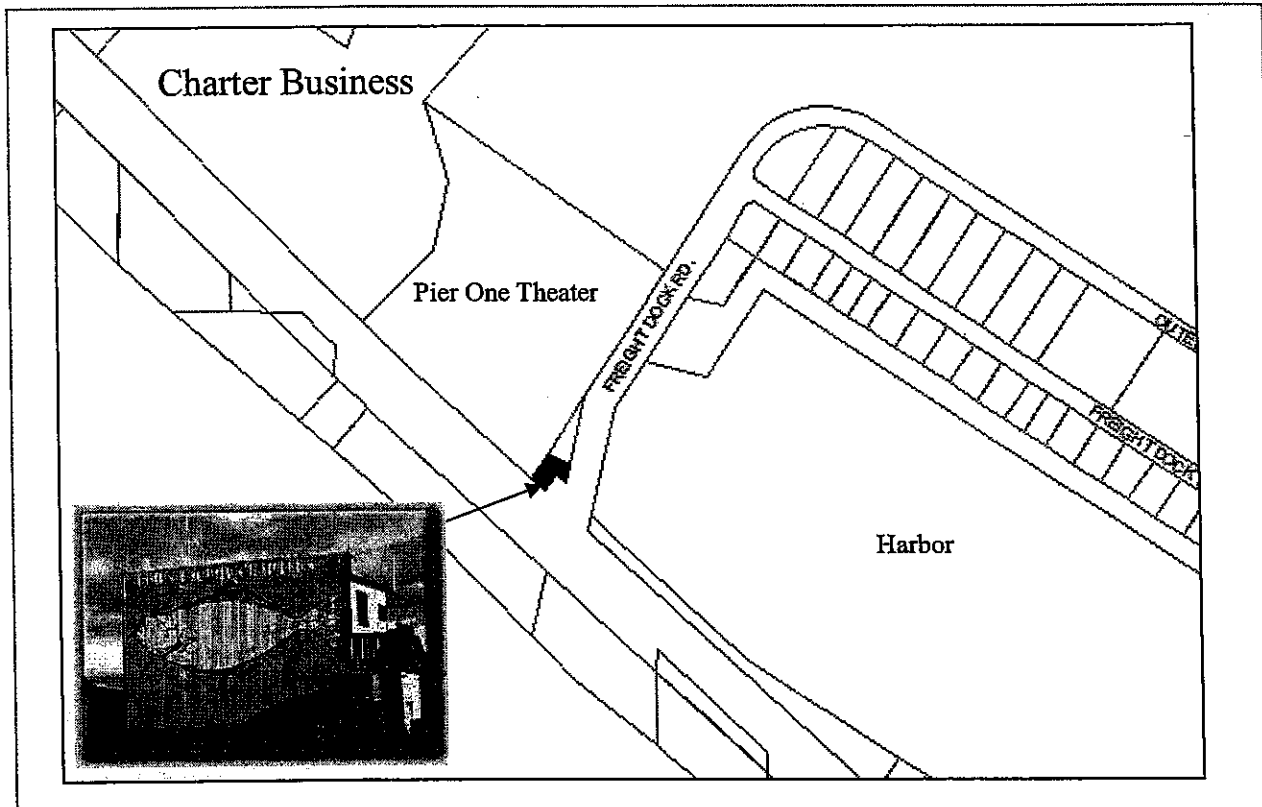
Resolution 13-020: Designated the north east corner of the lot for use as a trailhead for the Kachemak Bay Water Trail.

Leased to: Pier One Theater

Resolution 2011-104(A). 5 Year Lease, Fire Marshal review required.

The Homer Spit Trail currently ends on this lot.

Finance Dept. Code:



Designated Use: Lease

Acquisition History: Ord 1983-26. Purchased from World Seafood

Area: 0.15 acres or 6,692 sq ft

Parcel Number: 18103118

2012 Assessed Value: \$117,700 Land \$57,300 Structure \$60,400

Legal Description: HM0940043 T06S R13W S35 TRACT 1-B THE FISHIN HOLE SUB NO 2

Zoning: Marine Industrial

Wetlands: None

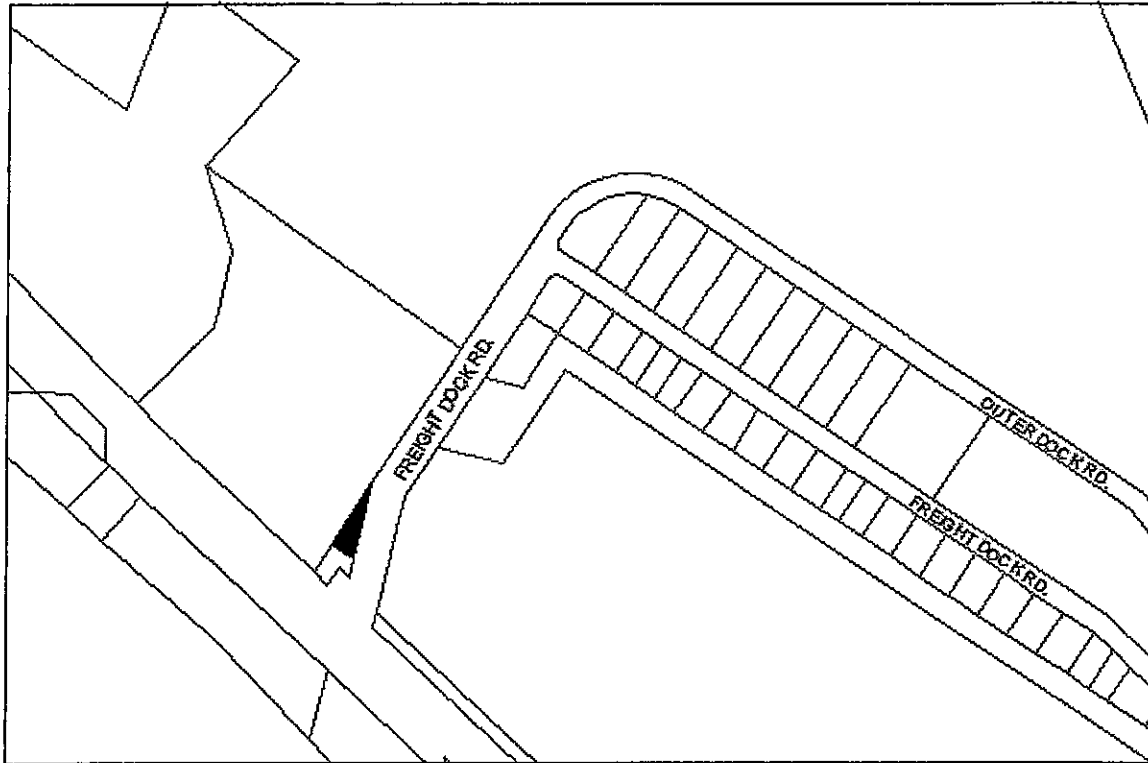
Infrastructure: Paved road, water and sewer.

Address: 3978 Homer Spit Road

Leased to: Alaska High Hopes Charters Co. (Bob's Trophy Charters)

Expiration: March 31, 2013, one 5 year option

Finance Dept. Code: 400.600.4650



Designated Use: Leased Lands

Acquisition History: Ord 83-26 purchase from World Seafood

Area: 0.18 acres

Parcel Number: 18103119

2012 Assessed Value: \$123,100 (Land: \$66,600 Structure \$56,800)

Legal Description: HM0940043 T06S R13W S35 TRACT 1-C THE FISHIN HOLE SUB NO 2

Zoning: Marine Industrial

Wetlands: N/A

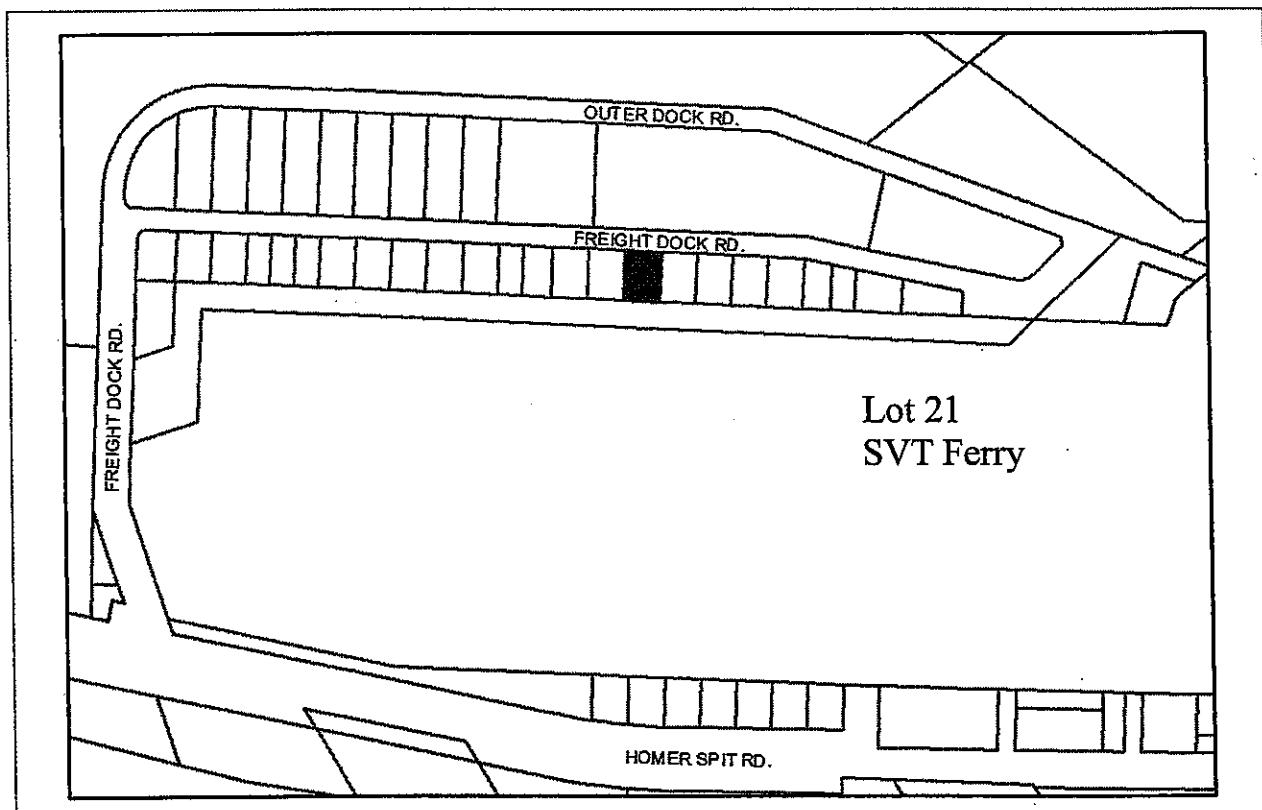
Infrastructure: Water, sewer, paved road access

Address: 1114 Freight Dock Road

Leased to: L.H. and Marcia Pierce. Sportsman Supply/RV

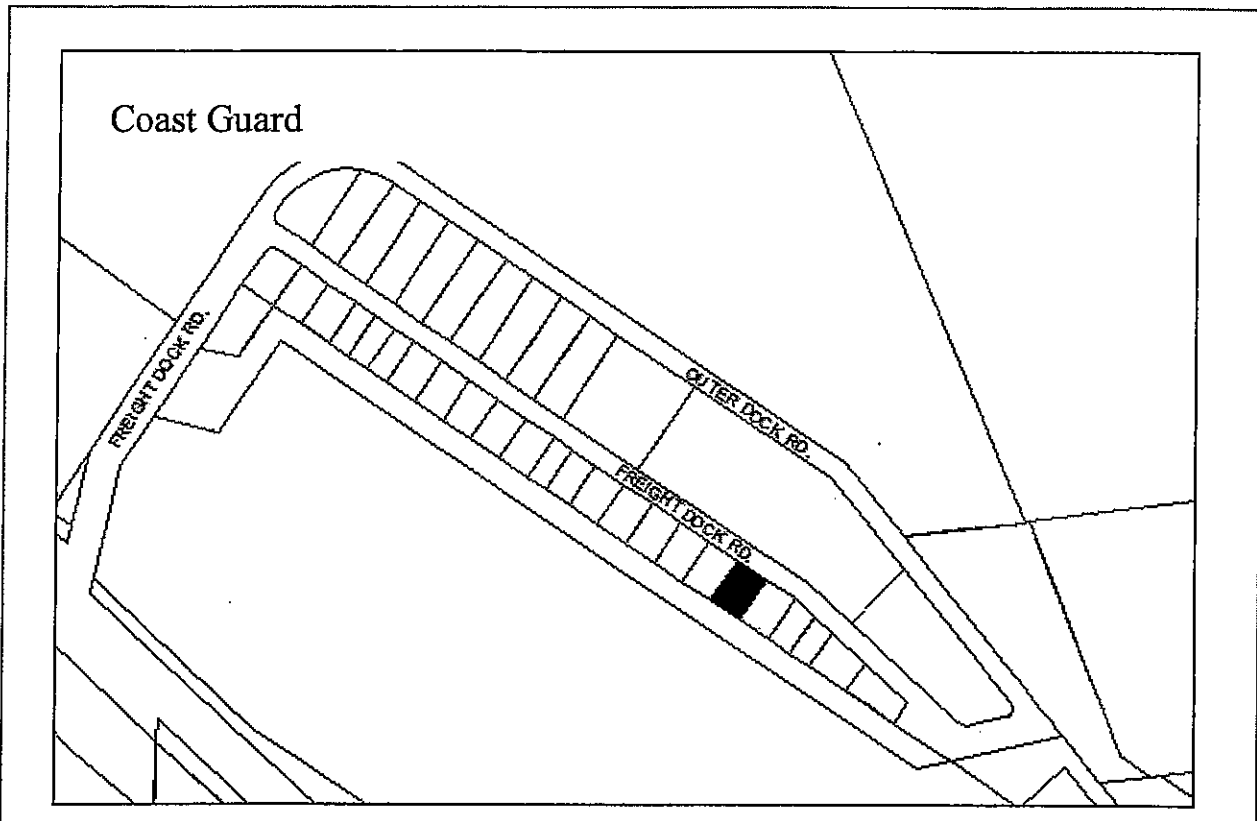
Expiration: March 31, 2013, one 5 year option

Finance Dept. Code: 400.600.4650

**Designated Use:** Leased Lands**Acquisition History:****Area:** 0.32 acres**Parcel Number:** 18103240**2012 Assessed Value:** \$105,000**Legal Description:** Homer Spit No 5 Lot 21**Zoning:** Marine Industrial**Wetlands:** N/A**Infrastructure:** Water, sewer, paved road access**Address:** 4323 Freight Dock Road

Leased to: Seldovia Village Tribe, for Kachemak Bay Ferry
Resolution 10-41. Expiration May 31, 2030, two 5 year options

Finance Dept. Code: 400.600.4650



Designated Use: Leased to USCG
Acquisition History:

Area: 0.34 acres

Parcel Number: 18103218

2012 Assessed Value: \$567,300 (Land: \$105,000 Structure: \$462,300)

Legal Description: Homer Spit Four subdivision Lot 2

Zoning: Marine Industrial

Wetlands: N/A

Infrastructure: Water, sewer, paved road access

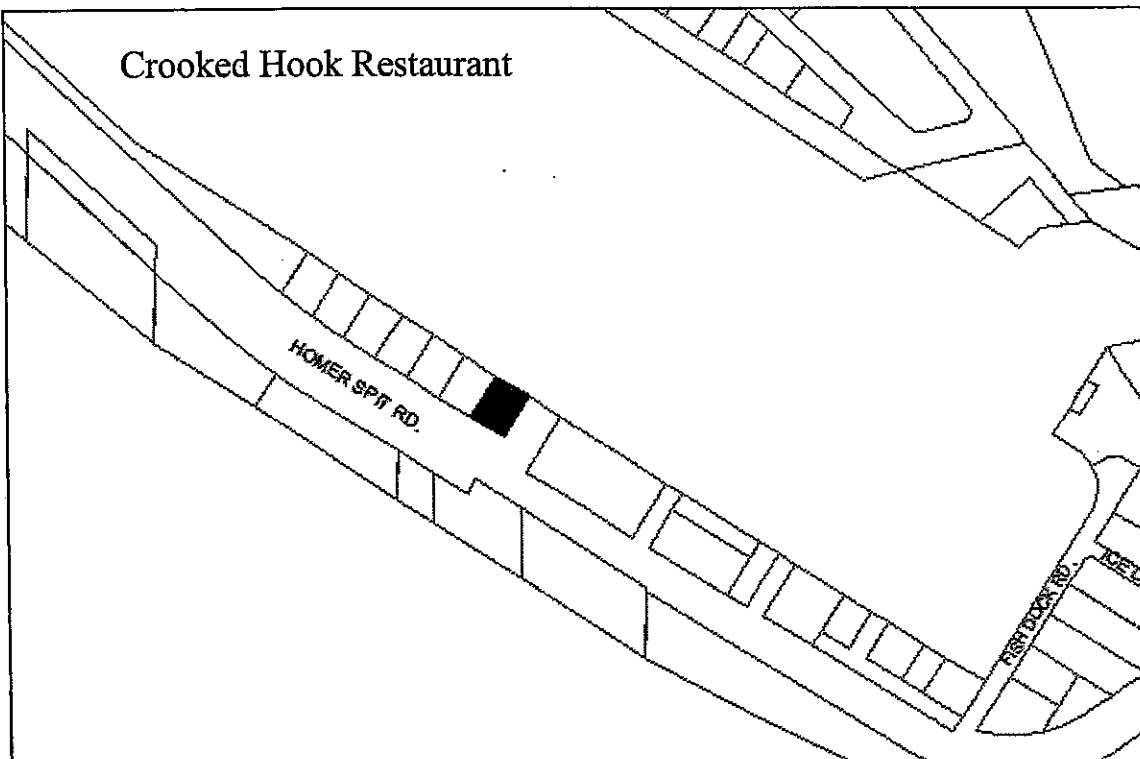
Address: 4373 Freight Dock Rd

Leased to: USCG

Lease Renewal Options: None

Expiration: September 30, 2016

Finance Dept. Code:



Designated Use: Leased Land
Acquisition History:

Area: 12,700 sq ft

Parcel Number: 18103316

2012 Assessed Value: \$543,400 (Land: \$97,100 Structure: \$446,300)

Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 19

Zoning: Marine Commercial

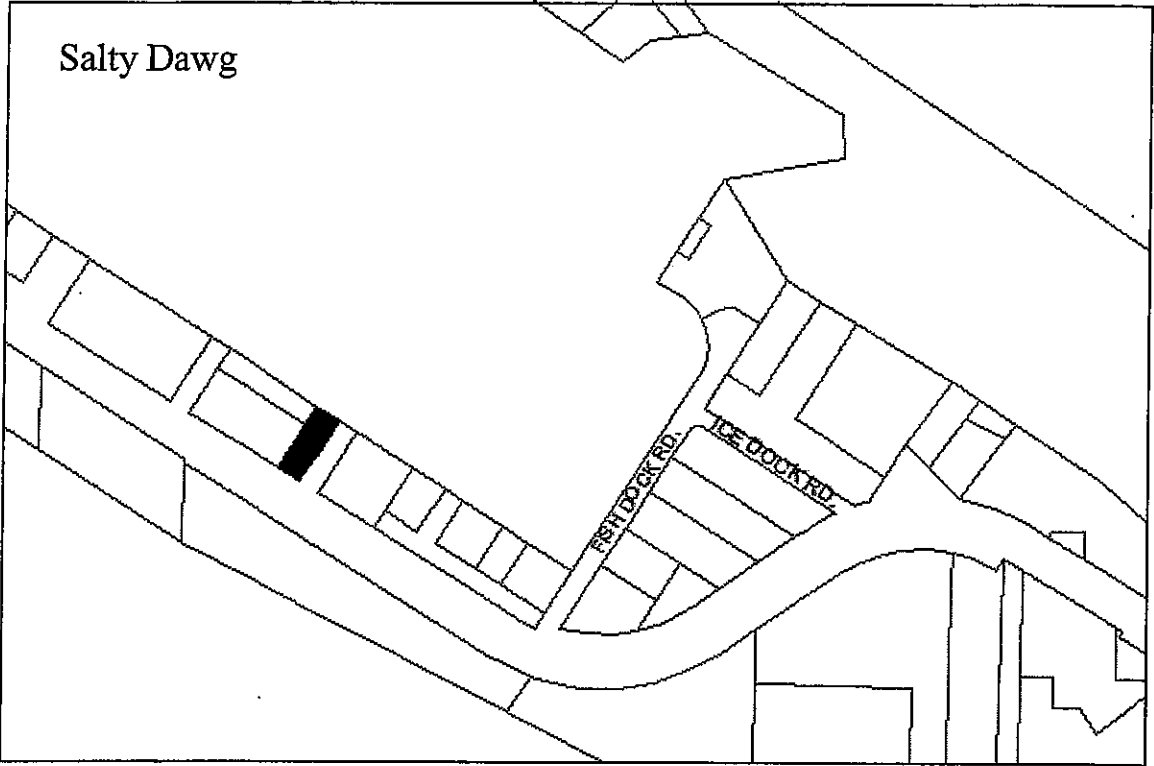
Wetlands: None

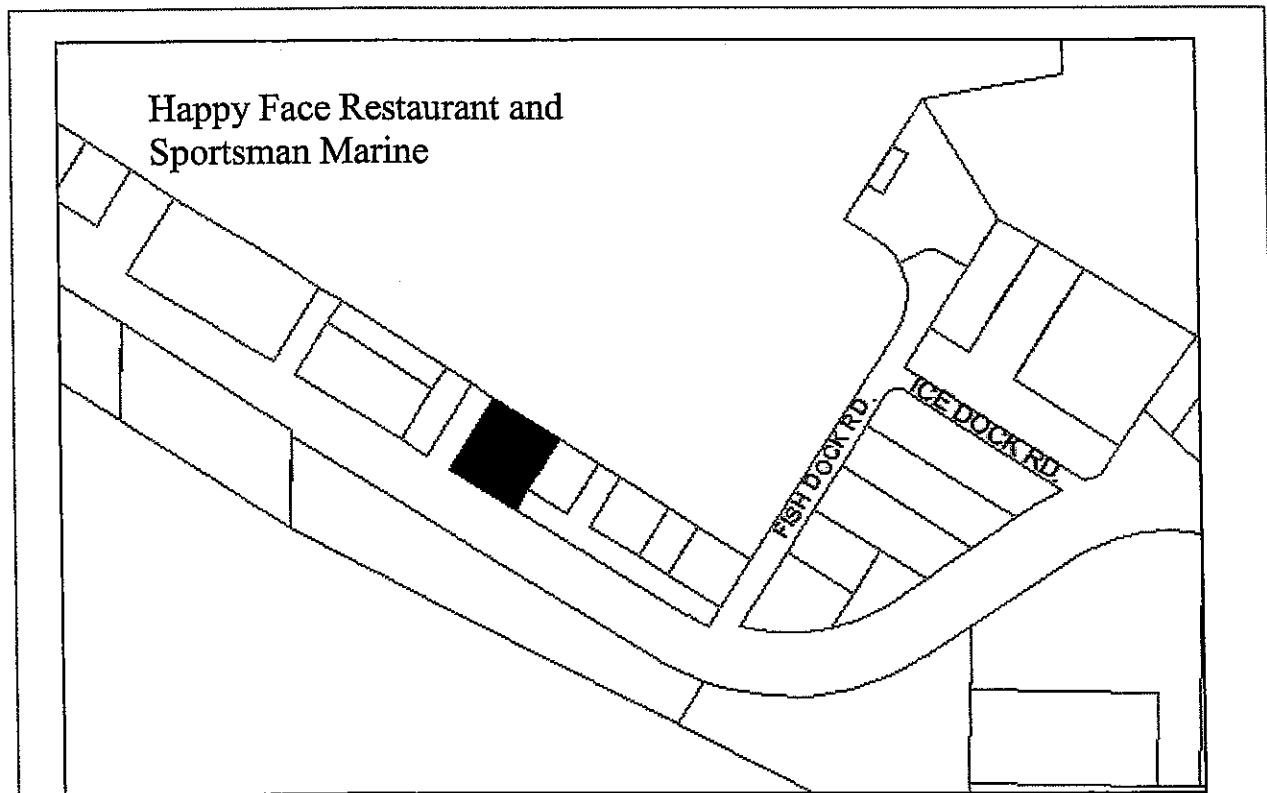
Infrastructure: Paved road, water and sewer

Address: 4262 Homer Spit Road

Leased to: Jose Ramos/El Pescador, Restaurant is now Harbor Bar & Grill
 Expiration: Lease expires 2/1/2016, no options.

Finance Dept. Code:

	
Designated Use: Leased Lands	
Acquisition History:	
Area: 0.23 acres	Parcel Number: 18103309
2009 Assessed Value: \$238,200 (Land: \$80,700 Structure: \$157,500)	
Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 30	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address: 4390 Homer Spit Road
Leased to: John Warren, Salty Dawg Expiration: 1/31/2026. No options.	
Finance Dept. Code:	



Designated Use: Leased Land
Acquisition History:

Area: 24,639 sq ft (0.57 acres)

Parcel Number: 18103432

2012 Assessed Value: \$619,800 (Land: \$166,700 Structure: \$453,100)

Legal Description: HM0890034 T07S R13W S01 HOMER SPIT AMENDED LOT 32

Zoning: Marine Industrial

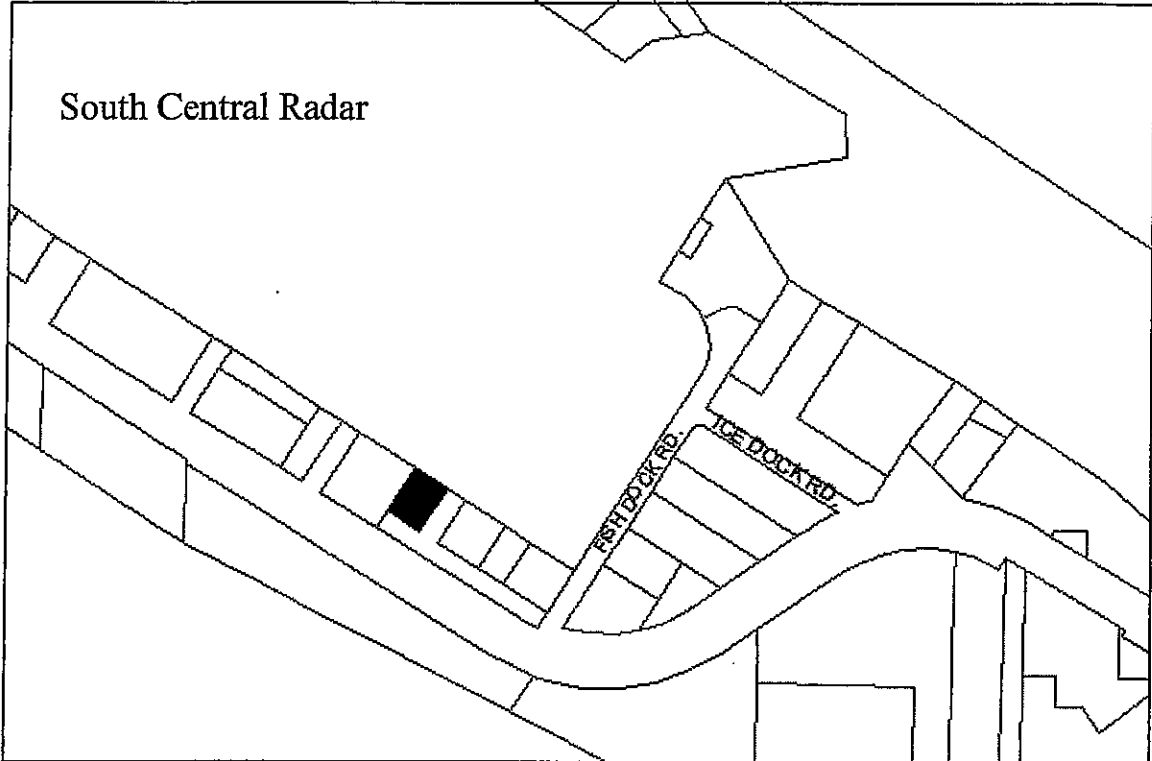
Wetlands: None

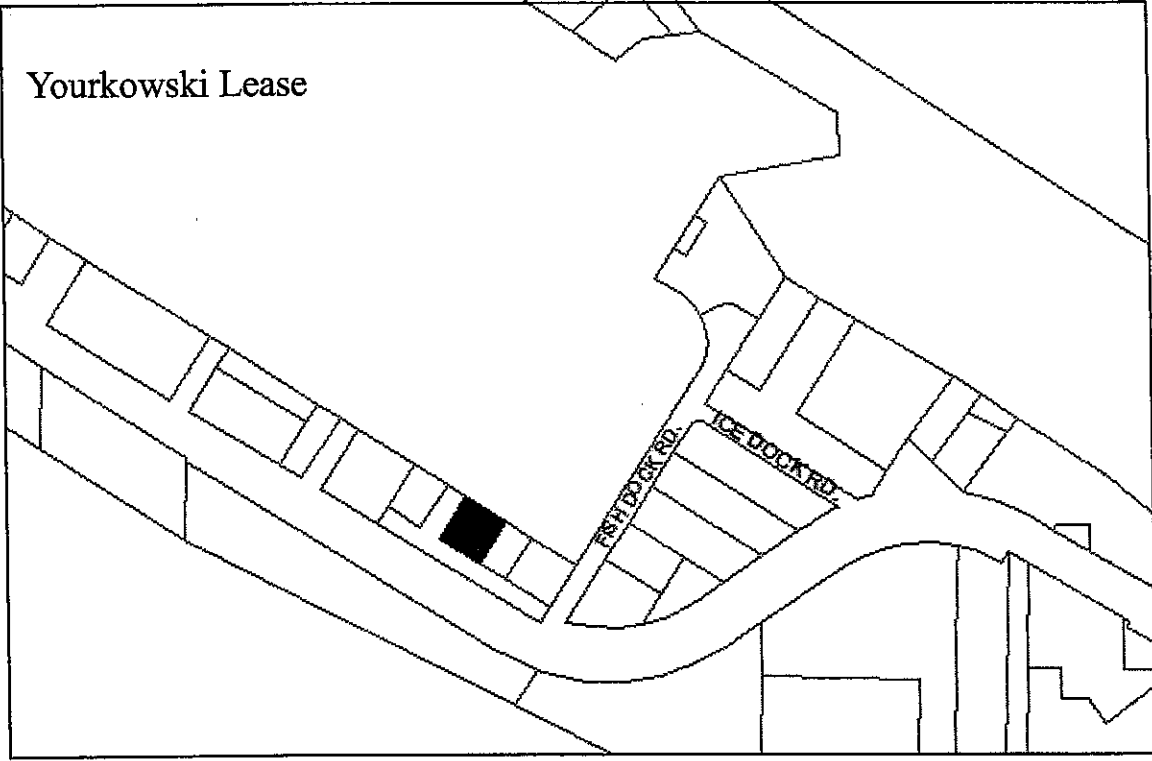
Infrastructure: Paved road, water and sewer.

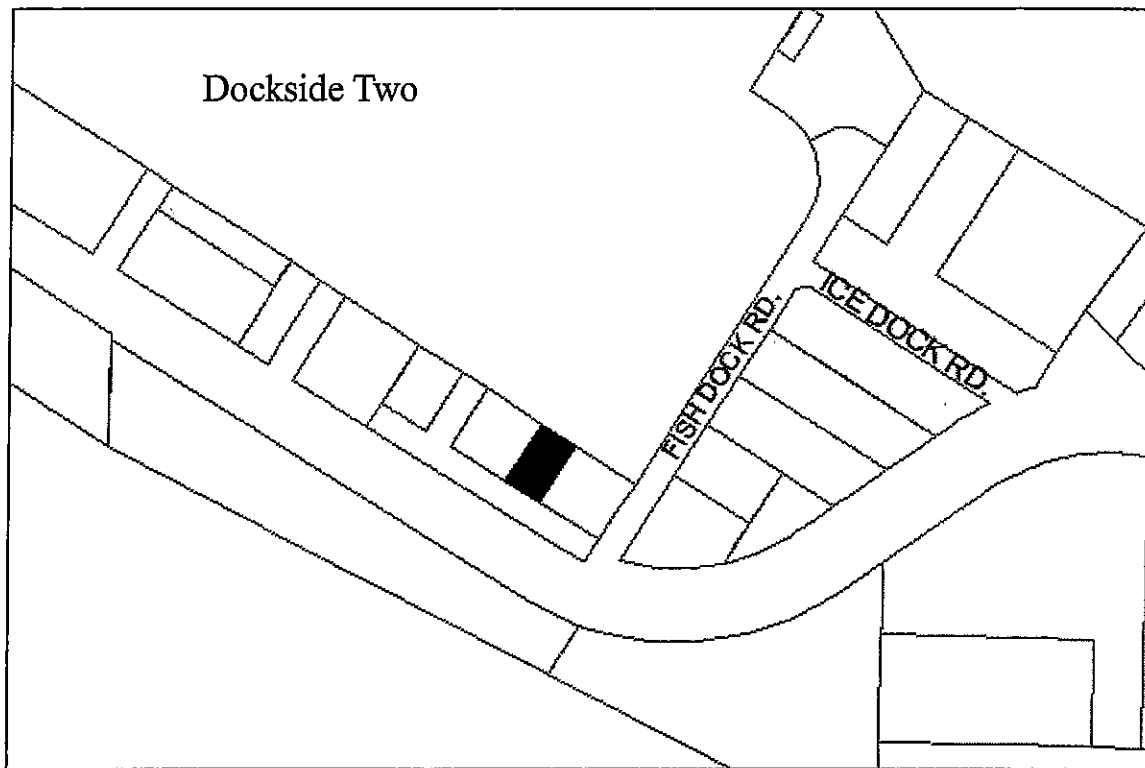
Address: 4400 Homer Spit Road

Leased to: Happy Face Restaurant and Sportsman Marine
Expiration: 12/31/2014. No options.

Finance Dept. Code:

	
Designated Use: Leased Land Acquisition History:	
Area: 0.2 acres	Parcel Number: 18103431
2012 Assessed Value: \$162,900 (Land: \$72,100 Structure: \$90,800)	
Legal Description: HM0920050 T07S R13W S01 HOMER SPIT SUB NO TWO AMD LOT 88-1	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address: 4406 Homer Spit Road
Leased to: Mark & Laura Zeiset dba South Central Radar Expiration: 11/1/2022, two additional 5 year renewal options	
Finance Dept. Code:	

	
Designated Use: Leased Lands	
Acquisition History:	
Area: 0.29 acres	Parcel Number: 18103442
2012 Assessed Value: \$277,500 (Land: \$97,100 Structure: \$180,400)	
Legal Description: HM0920050 T07S R13W S01 HOMER SPIT SUB NO TWO AMENDED LOT 88-2	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address: 4460 Homer Spit Road
Leased to: Mike Yourkowski Lease Renewal Options: one 10 year renewal option. Expiration: 11/30/15, plus renewal option.	
Finance Dept. Code:	



Designated Use: Leased Land
Acquisition History:

Area: 7,749 sq ft. (0.18 acres)

Parcel Number: 18103443

2012 Assessed Value: \$115,400 (Land: \$66,300, Structure: \$49,100)

Legal Description: HM0920050 T07S R13W S01 HOMER SPIT SUB NO TWO AMENDED LOT 88-3

Zoning: Marine Industrial

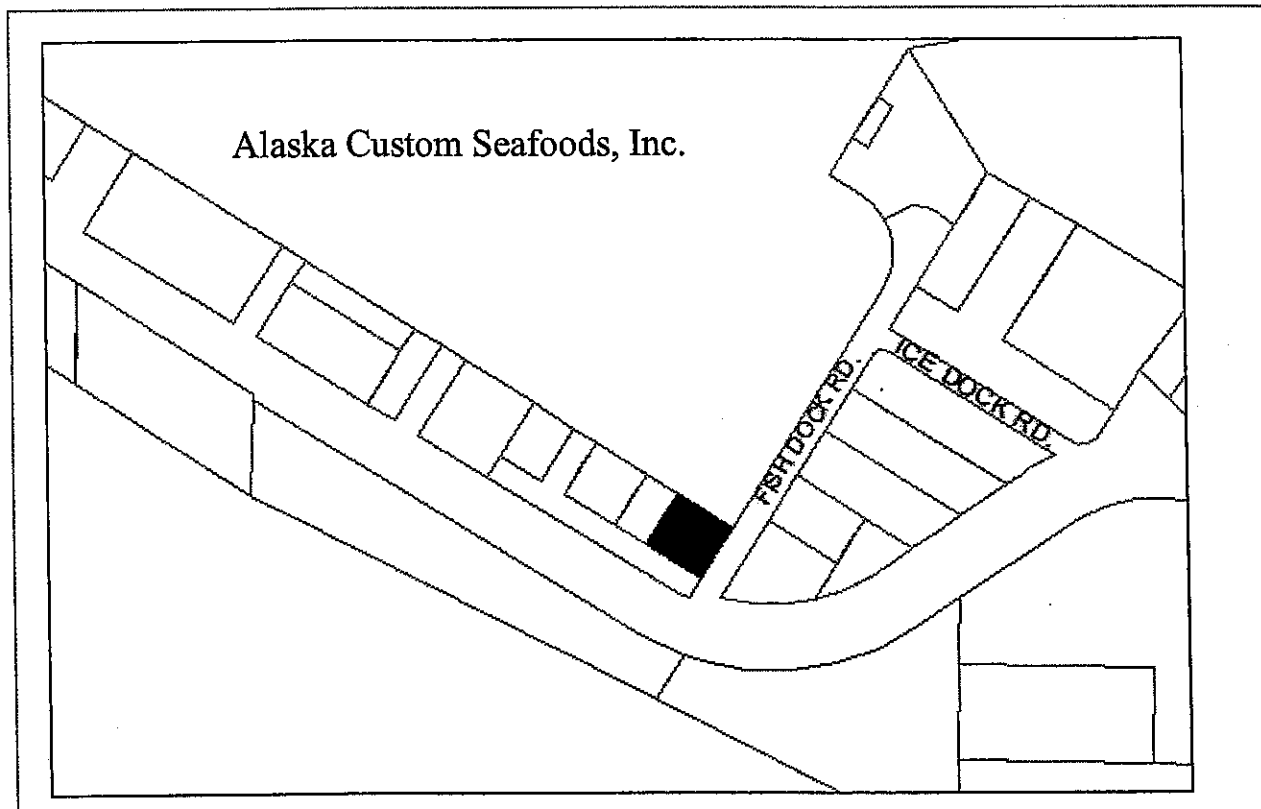
Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 4470 Homer Spit Road

Leased to: William Sullivan dba Dockside Two
Expiration: 4/15/2012. 2012/13 new lease under negotiation

Finance Dept. Code:



Designated Use: Leased land
Acquisition History:

Area: 0.31 acres, or 13,383 sq ft

Parcel Number: 18103444

2012 Assessed Value: \$222,400 Land Value - \$102,400 Structure Value - \$120,000

Legal Description: HM0920050 T07S R13W S01 HOMER SPIT SUB NO TWO AMENDED LOT 88-4

Zoning: Marine Industrial

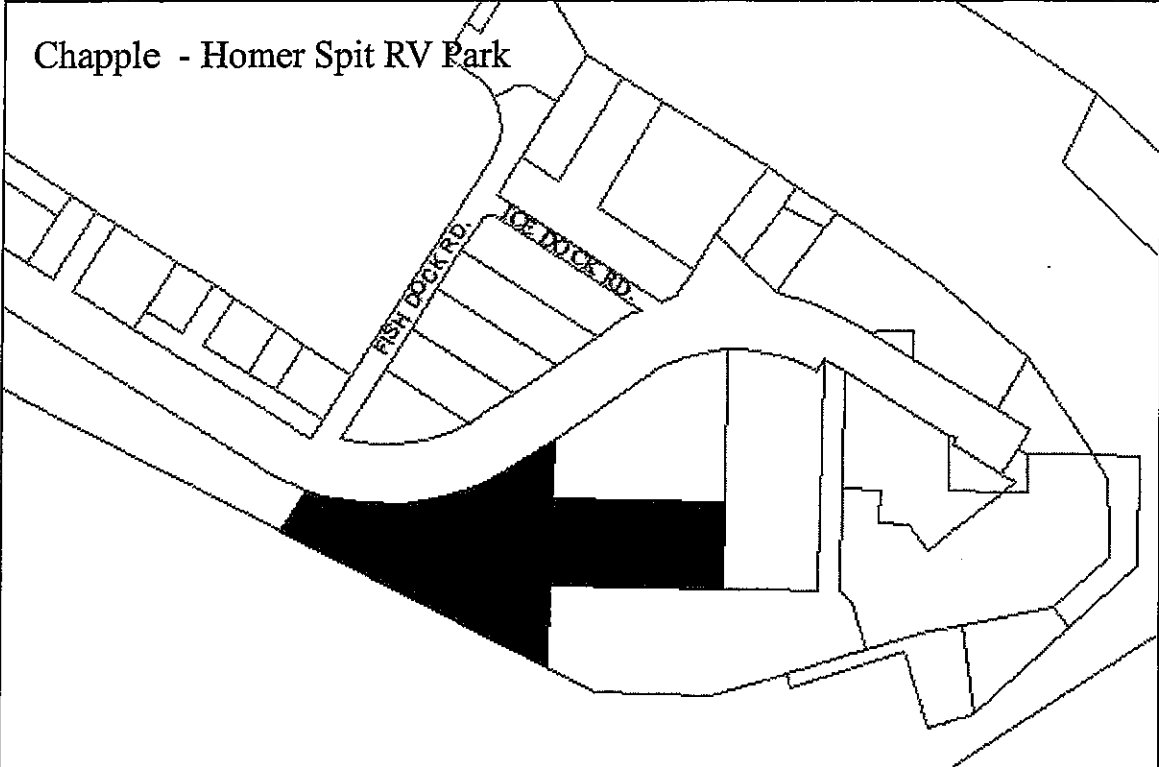
Wetlands: None

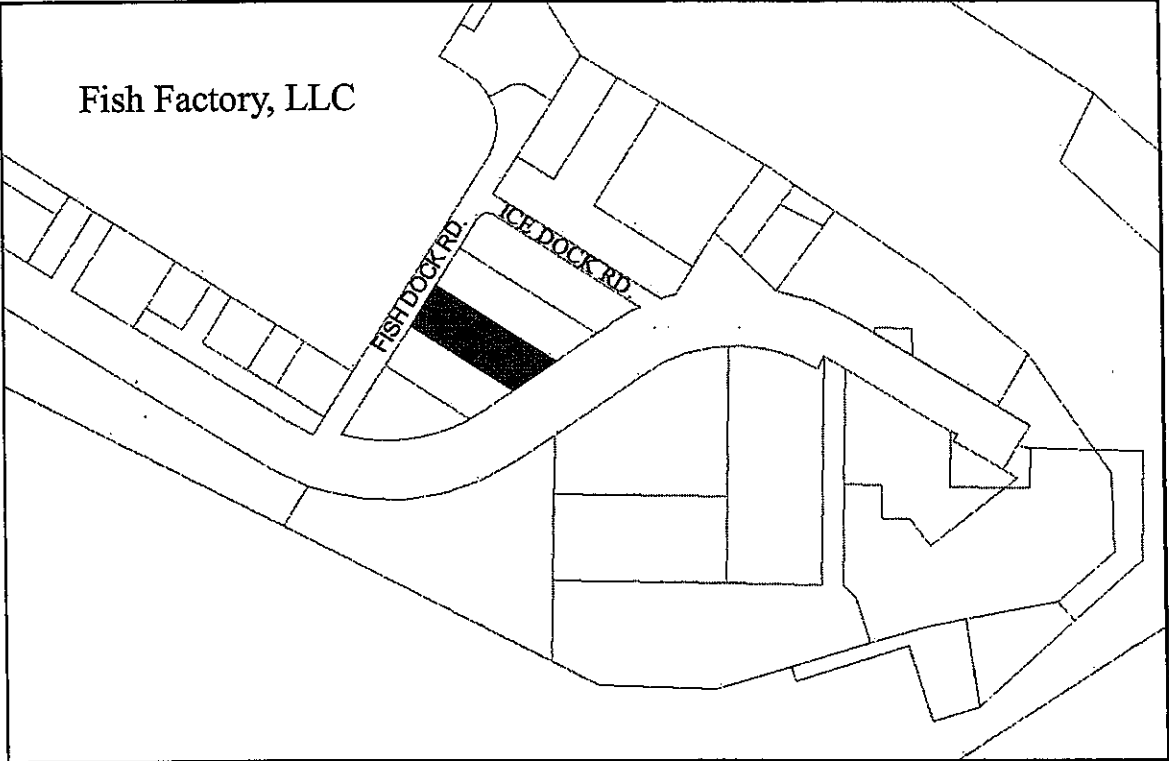
Infrastructure: Paved road, water and sewer.

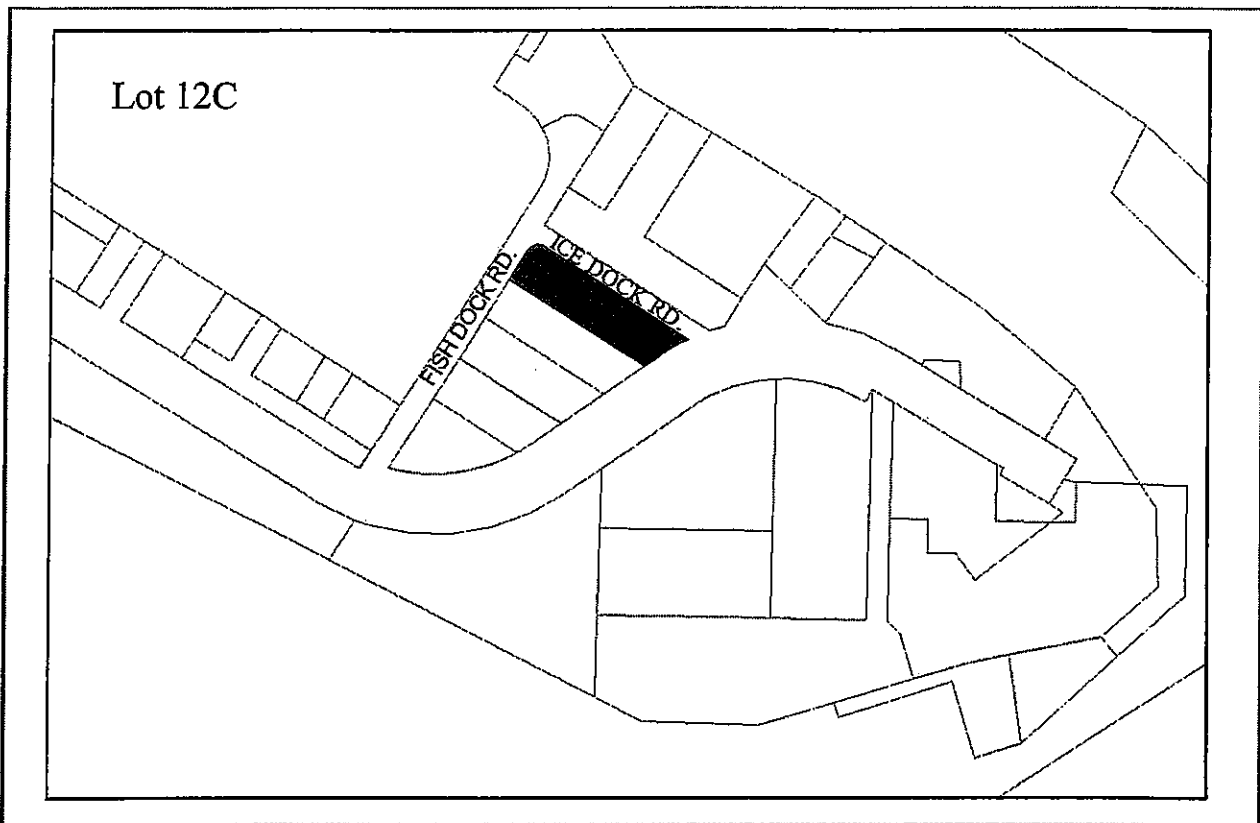
Address: 4474 Homer Spit Road

Leased to: Brad Faulkner DBA Alaska Custom Seafoods, Inc.
 Leased month to month. New lease is in progress.

Finance Dept. Code:

 <p>Chapple - Homer Spit RV Park</p>	
Designated Use: Leased Land Acquisition History:	
Area: 192,970 sq ft	Parcel Number: 18103402, 03
2009 Assessed Value: Total: \$593,400 Land: \$474,600 Structures: \$118,800	
Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 50. HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 49 EXCLUDING THAT PORTION AS PER LICENSE AGREEMENT 205/928.	
Zoning: Marine Industrial	Wetlands: None
Infrastructure: Paved road, water and sewer.	Address: 4535 Homer Spit Road
Leased to: John & Margaret Chapple. Homer Spit Campground Expiration: 12/31/2026, two addition 3 year options.	
Finance Dept. Code: 400.600.4650	

	
Designated Use: Leased Land Acquisition History:	
Area: 27,470 sq ft (0.63 acres)	Parcel Number: 18103421
2012 Assessed Value: \$841,900 (Land: \$180,600 Structure: \$661,300)	
Legal Description: HM0900052 T07S R13W S01 CITY OF HOMER PORT INDUSTRIAL NO 3 LOT 12-A1	
Zoning: Marine Industrial	Wetlands: None
Infrastructure: Paved road, water and sewer.	Address: 800 Fish Dock Road
Leased to: Fish Factory, LLC Expiration: 3/31/2020 with two 10 year options	
Finance Dept. Code:	



Designated Use: Lease land
Acquisition History:

Area: 0.79 Acres

Parcel Number: 18103452

2012 Assessed Value: \$802,000 (Land: \$216,400 Structure: \$586,300)

Legal Description: City of Homer Port Industrial No 2 Lot 12C

Zoning: Marine Industrial

Infrastructure: Water, sewer, paved road access

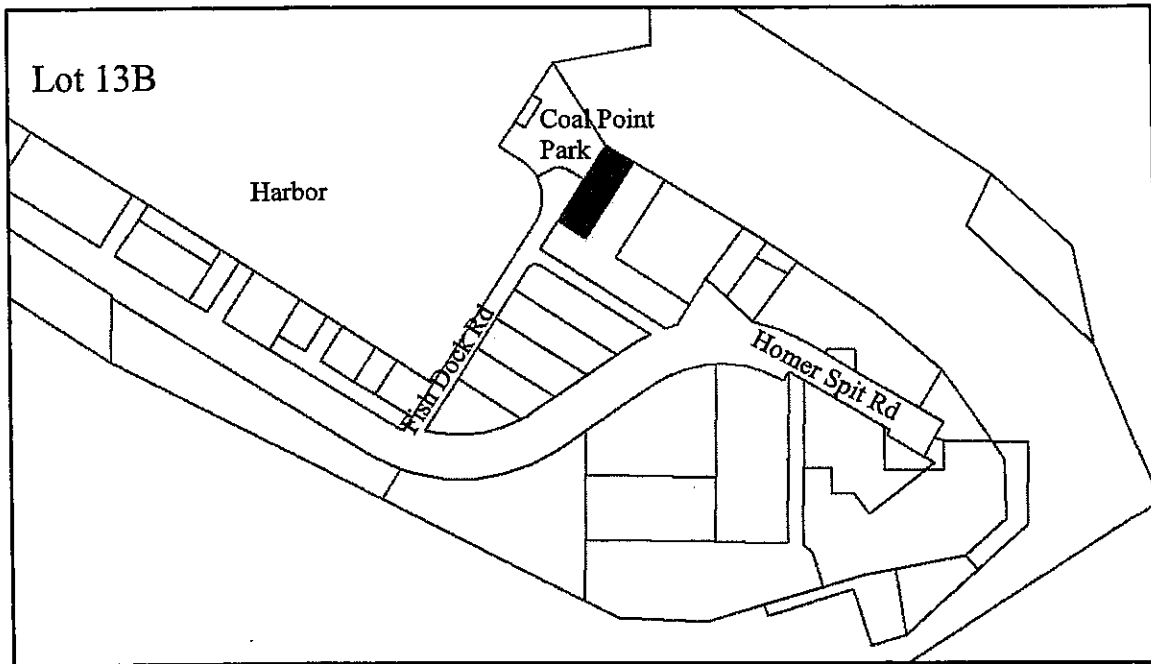
Address: 4501 Ice Dock Road

Leased by Resolution 2008-37 to Harbor Leasing (Auction Block)

Expiration: 3/31/2028

Options: two additional 5 year options

Finance Dept. Code:



Designated Use: Lease
Acquisition History:

Area: 0.52 acres

Parcel Number: 18103425

2012 Assessed Value: \$194,400

Legal Description: City of Homer Port Industrial Subdivision No 2 Lot 13B

Zoning: Marine Industrial

Wetlands: N/A

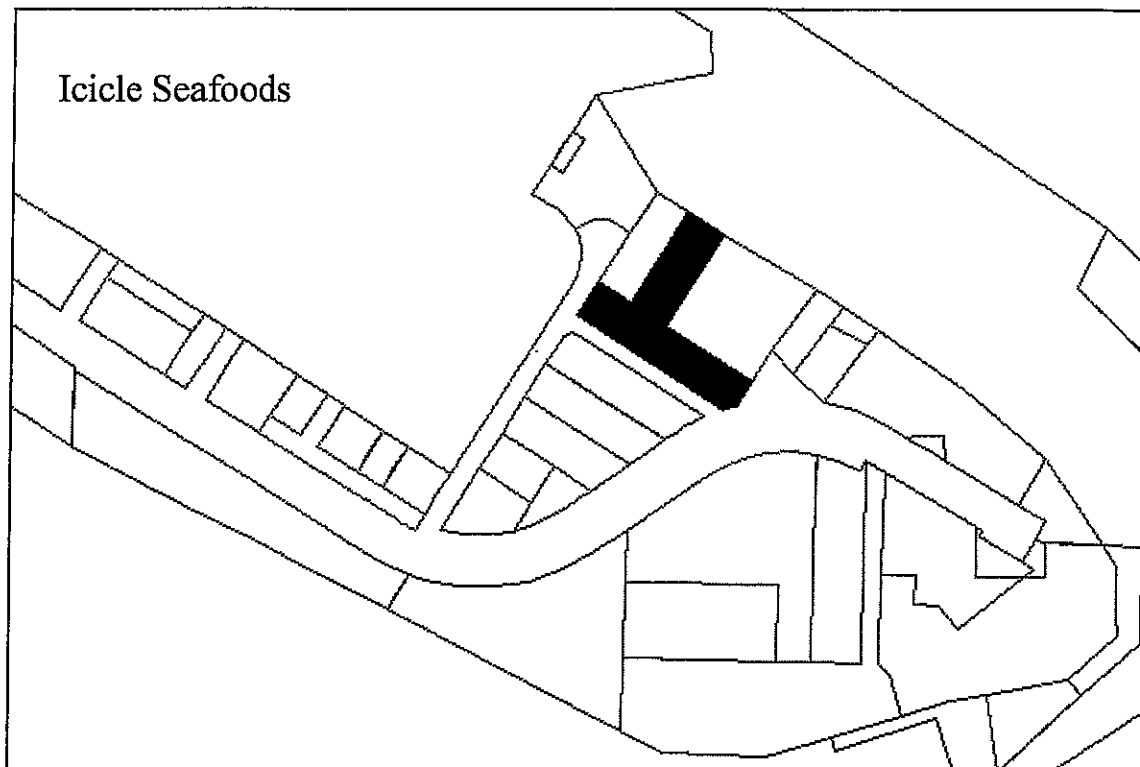
Infrastructure: Water, sewer, paved/gravel road access

Address: Fish Dock Road

Resolution 10-98. 2012: Snug Harbor has discussed leasing this lot and constructing a building.

Former Porpoise Room lot. Fisheries use encouraged but not required.

Finance Dept. Code:



Designated Use: Leased Land
Acquisition History:

Area: 1.49 acres

Parcel Number: 18103419

2012 Assessed Value: \$534,900 (Land: \$359,600 Structure: \$175,300)

Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED ADL 18009 LOT 41 (ADL 18009)

Zoning: Marine Industrial

Wetlands: N/A

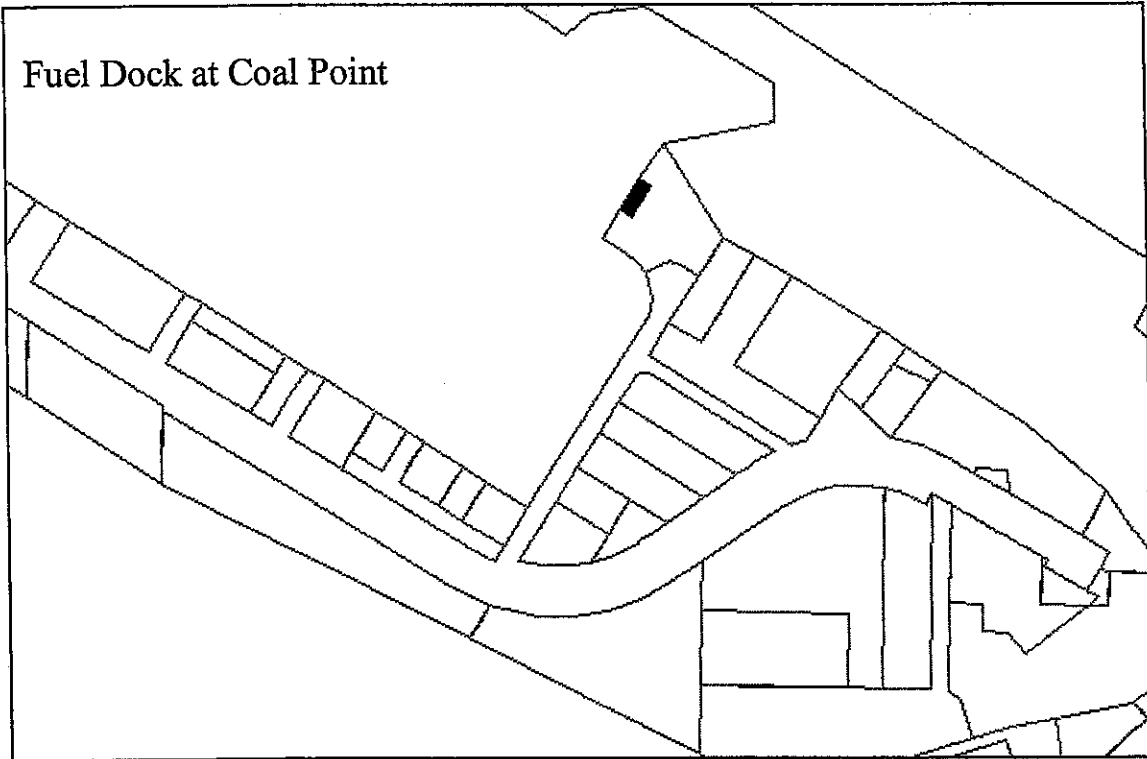
Infrastructure: Water, sewer, paved road access

Address: 842 Fish Dock Road

Leased to: Icicle Seafoods, Inc
Expiration: 9/14/2029. No options.

Finance Dept. Code:

Fuel Dock at Coal Point



Designated Use: Leased Land
Acquisition History:

Area: 0.07 acres

Parcel Number: 18103427

2012 Assessed Value: \$476,100 (Land: \$31,100 Structure: \$476,100)

Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED THAT PORTION OF COAL POINT MONUMENT PARK AS PER LEASE AGREEMENT 187 @ 921

Zoning: Marine Industrial

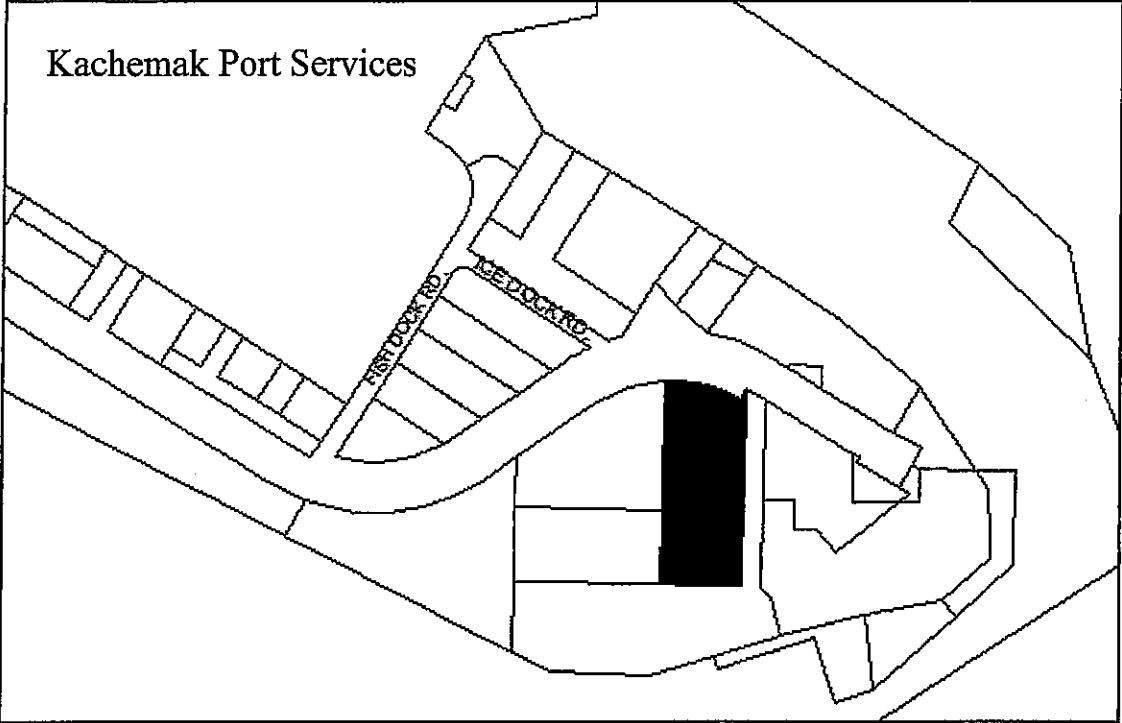
Wetlands: None

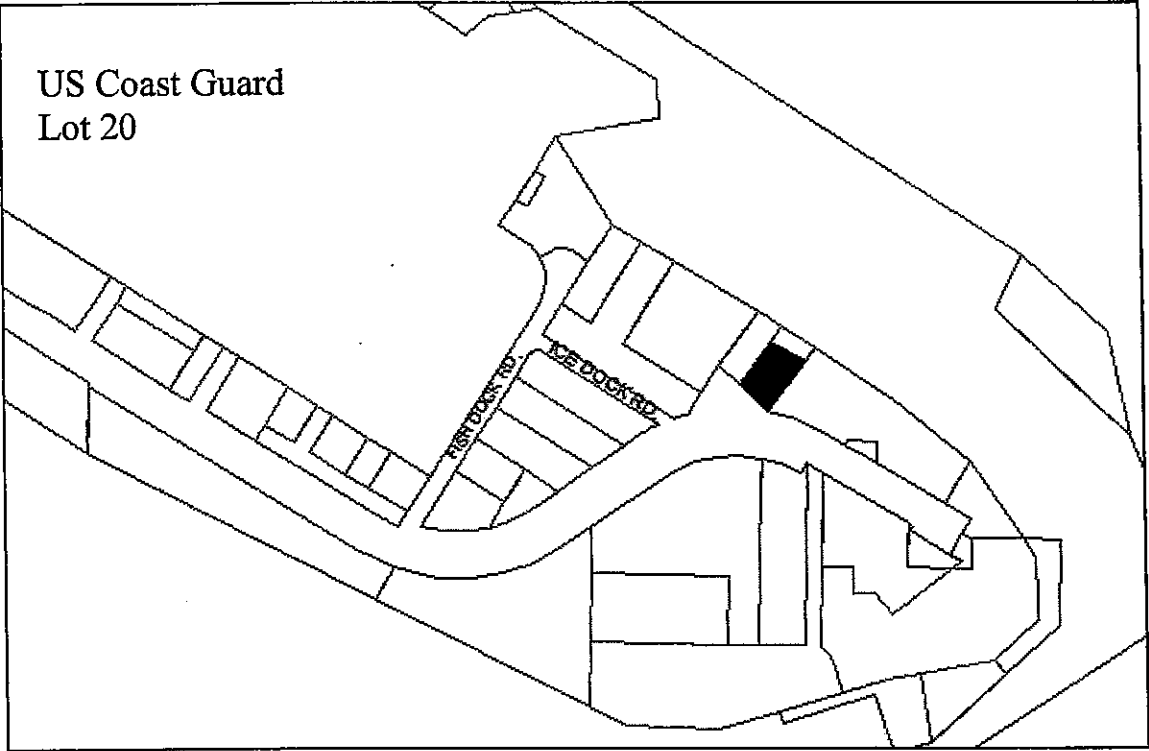
Infrastructure: Paved road, water and sewer.

Address: 843 Fish Dock Road

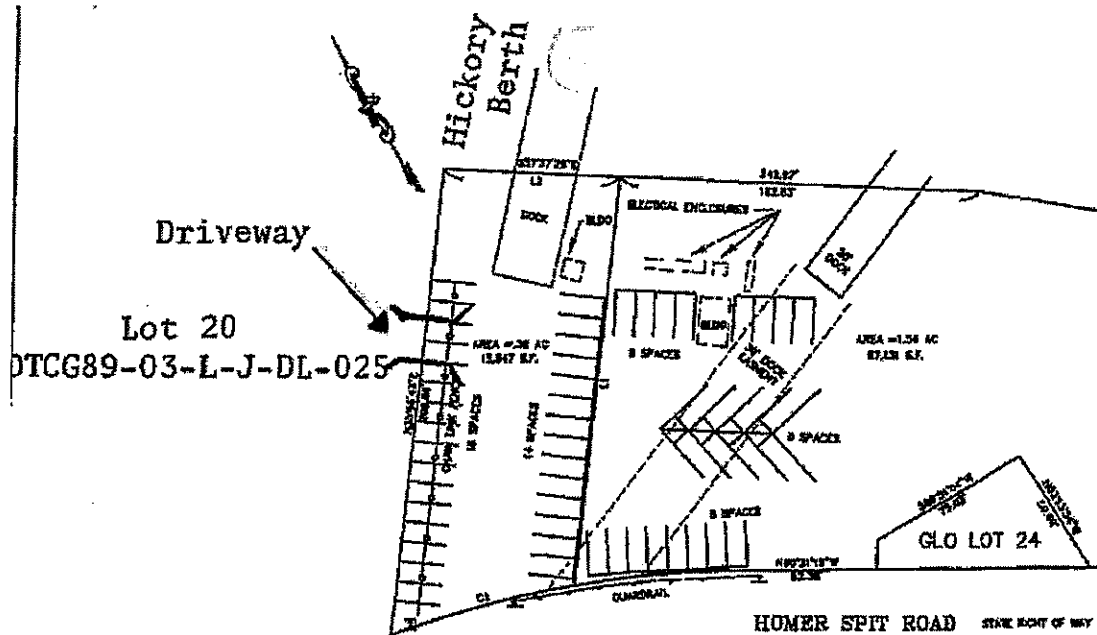
Leased to: Harbor Enterprises/Terminal Oil Sales. Coal Point Fuel Dock.
Expiration: 11/30/2013. One 5 year option.

Finance Dept. Code:

	
Designated Use: Leased Land. Also includes the Port Maintenance Shop and a large tank. Acquisition History:	
Area: 2.23 acres (Lease is for a small portion of the lot)	Parcel Number: 18103404
2012 Assessed Value: 1,540,500 (\$Land: \$496,500 Structure: \$1,044,000)	
Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 48 EXCLUDING THAT PORTION AS PER LICENSE AGREEMENT 190 @ 98	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address: 4667 Homer Spit Road
Leased to: Kachemak Port Services. See KPB 18103464. Total value: \$33,700. Land Value - \$1500, Structure Value - \$32200 Only a small portion is leased to Kachemak Port Services. Resolution 09-66, lease renewal, lease expires 7/31/14, with two one year options. ACS MACTel lease: Expires 3/3/2014, with two additional one year options. (999 sq ft lease) Alaska Marine Highway lease: Alaska Marine Highway System to built a warehouse to support ferry operations, summer 2011. Lease expires 2060. (16,000 sq ft leased)	
The Port Maintenance Shop is on this lot, and a large water tank, and other accessory structures.	
Finance Dept. Code:	

	
Designated Use: Lease Acquisition History:	
Area: 0.35 acres	Parcel Number: 18103445
2012 Assessed Value: \$112,800	
Legal Description: Portion of Government Lot 20	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address: 4688 Homer Spit Road
Leased to: US Coast Guard. Lease expires September 30, 2023	
Finance Dept. Code:	

Hickory Lease

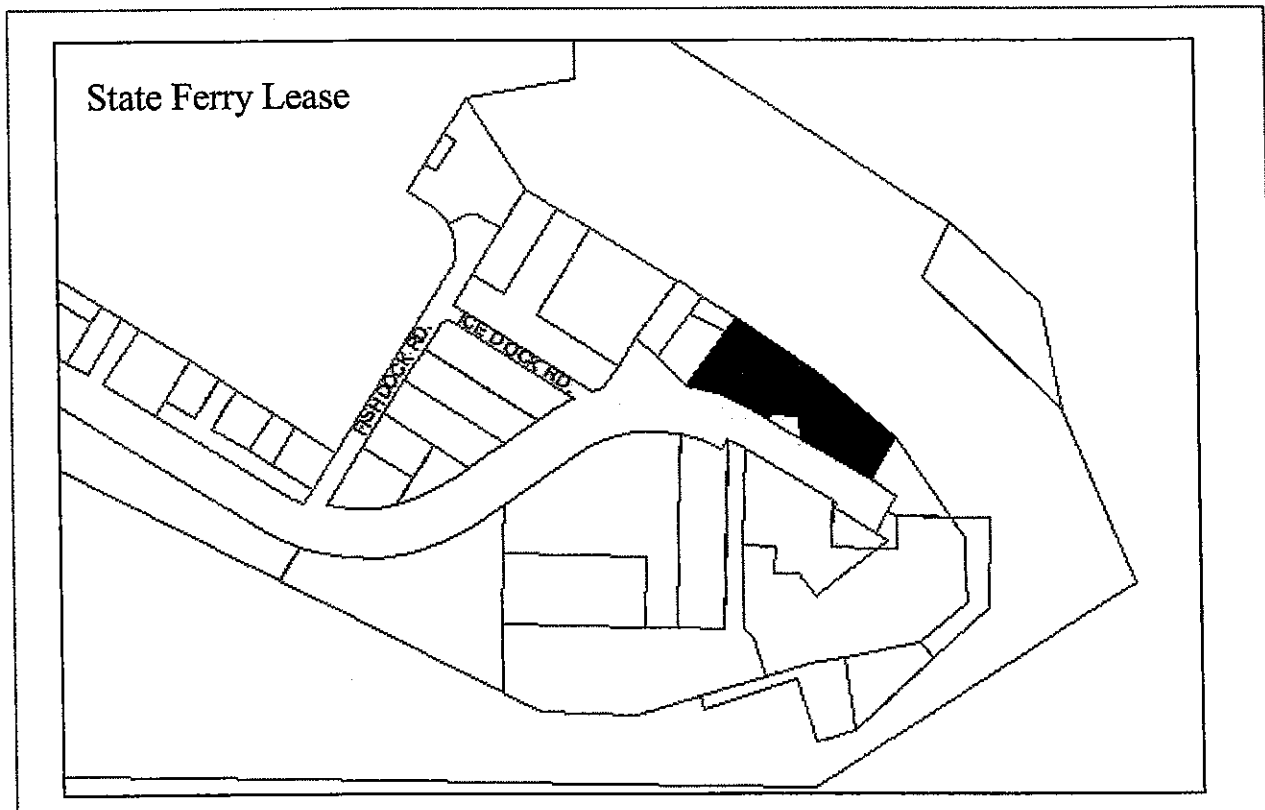


See page B-25. This lease is a portion of the Pioneer Dock.

West trestle of the Pioneer Dock, for mooring and parking on west trestle and Lot 45A.

Leased to: Coast Guard. Expiration September 30, 2022. DTCG89-03-L-J-DL-034.

Finance Dept. Code:



Designated Use: Ferry Terminal and Staging

Acquisition History: Quitclaim Deed to KPPUDIST #1 2/18/64: Orig Cert filed between KPPUD and BLM for Harbor use for 25 years on 7/29/55.

Area: 1.83 acres or 79,799 sq ft

Parcel Number: 18103447

2012 Assessed Value: \$1,076,900 (\$423,800 Land, \$653,100 Structure)

Legal Description: HM0930049 T07S R13W S01 HOMER SPIT SUB NO 6 VELMA'S ADDN LOT 45-A

Zoning: Marine Industrial

Wetlands: None

Infrastructure: Paved road, water and sewer.

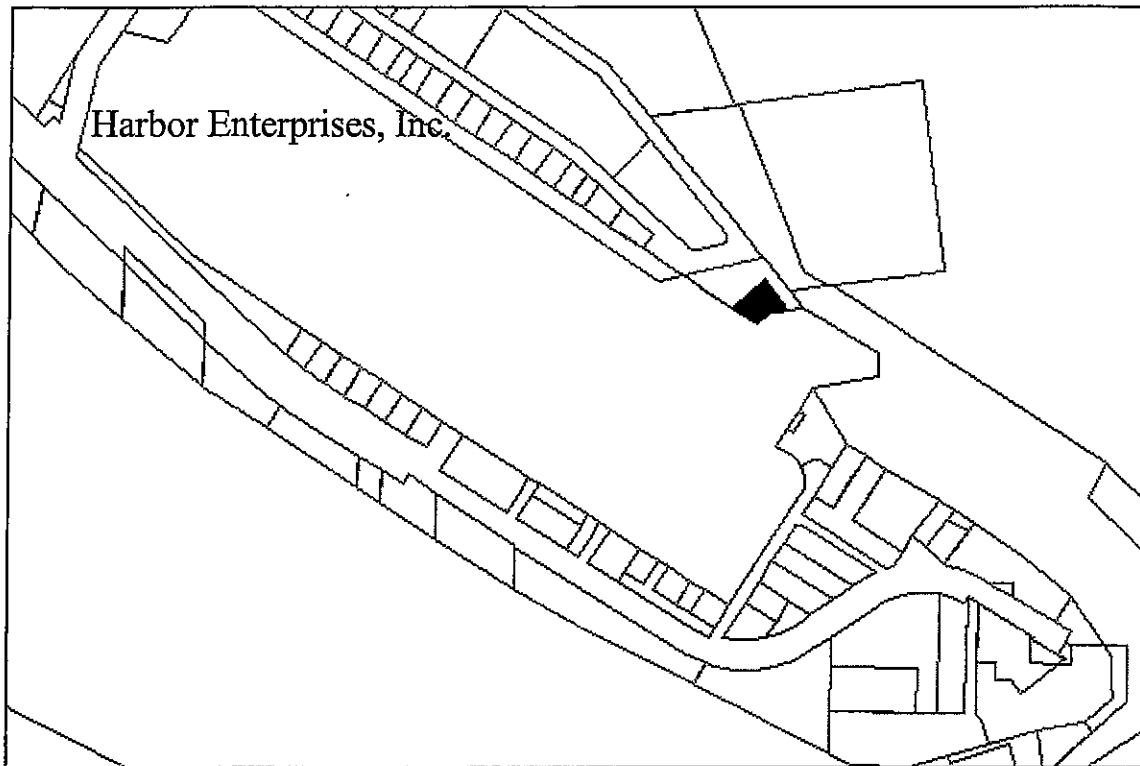
Address: 4690 Homer Spit Road

Leased to: Alaska Marine Highway

Expiration: April 30, 2060

MOA on file regarding ferry terminal and city maintenance shop.

Finance Dept. Code:



Designated Use: Leased Land (Fuel tanks for fuel dock)

Acquisition History:

Area: 20,000 sq ft (0.459 acres)

Parcel Number: 18103260

2012 Assessed Value: \$361,800 (Land: \$140,400 Structure: \$221,400)

Legal Description: HM0970072 T07S R13W S01 HOMER SPIT NO 6 8-E-1

Zoning: Marine Industrial

Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 4607 Freight Dock Road

Leased to: Harbor Enterprises/Terminal Oil Sales

Expiration: 12/1/2018 no options left.

Finance Dept. Code:

Section C

Other City Lands
Generally Undesignated

**Designated Use:** Tidelands**Acquisition History:****Area:** 6,784 acres**Parcel Number:** 18107001, 17728001, 17528001
1810125, 1810126**2012 Assessed Value:** \$22,345,000**Legal Description:** Portions of ATS 612**Zoning:** Not zoned**Wetlands:**

17728001—HM0742265 T06S R13W S29 ALASKA TIDELAND SURVEY 612 . 499.54 acres, \$83,200 assessed value. Patent title 1977, 84-25 Annexed by City.

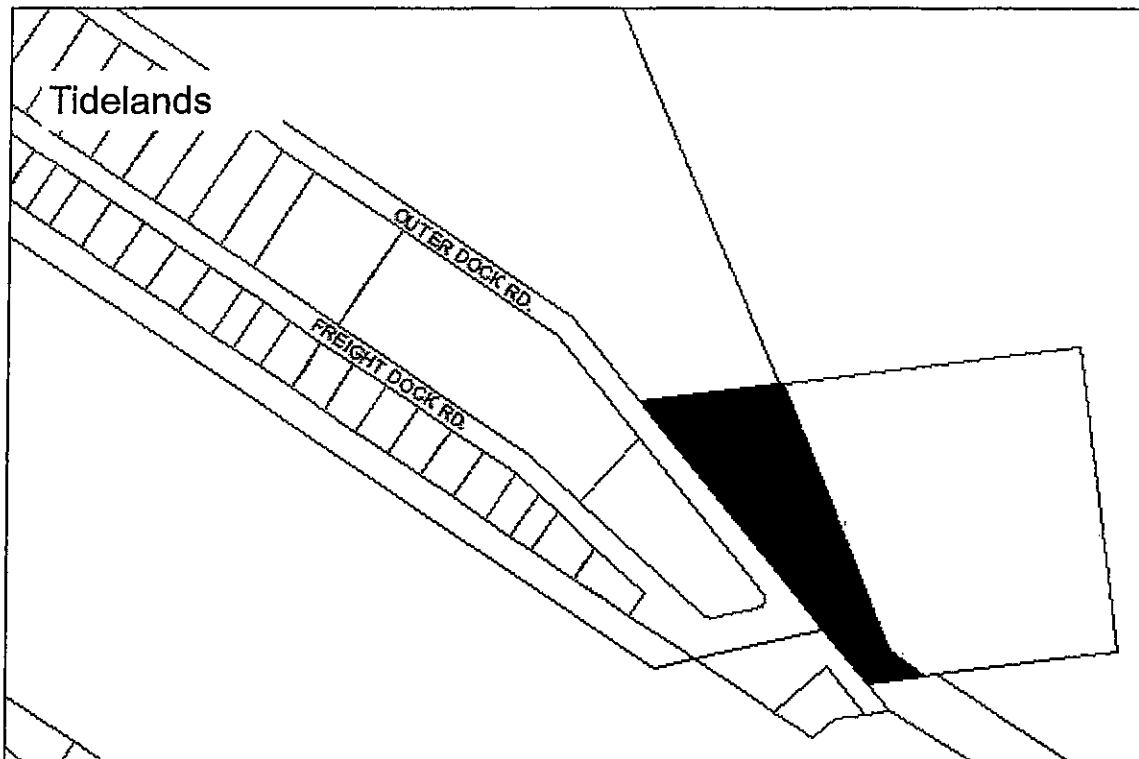
17528001 HM0770064 T06S R14W S30 ALASKA TIDELANDS SURVEY NO 612 POR SEC 23 24 & POR SEC 19 & 30. 1641.24 acres. Assessed Value: \$83,400. City Granted Title 1977 under Preference Right effective 1/3/59 Ord 84-25 Annexed by City.

18107001—HM0770064 T07S R13W S14 ALASKA TIDELANDS SURVEY 612 THAT PORTION LYING WITHIN SEC 13 & 14 & 22 THRU 24 & 26 THRU 28 & 33 THRU 36 OF T06SR13W & WITHIN SEC 1 & 2 OF T07SR13W EXCLUDING THAT PORTION OF TIDELANDS VESTED TO STATE OF ALASKA & EXCE. 4753 acres. \$20,890,100, includes Pioneer Dock improvements

Patent 1974 002459-0 Book 80 Page 171

Mariner Park and Mud Bay were nominated by the City as Western Hemisphere Shorebird Reserve Sites in 1994 ("whissern"). They are recognized as sites of international importance. <http://www.whsrn.org/>

Finance Dept. Code:



Designated Use: Tidelands
Acquisition History:

Area: 4.19 acres

Parcel Number: 18103213

2009 Assessed Value: \$800,800

Legal Description: T 6S R 13W SEC 36 T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050
HOMER SPIT SUB NO TWO AMENDED TRACT A

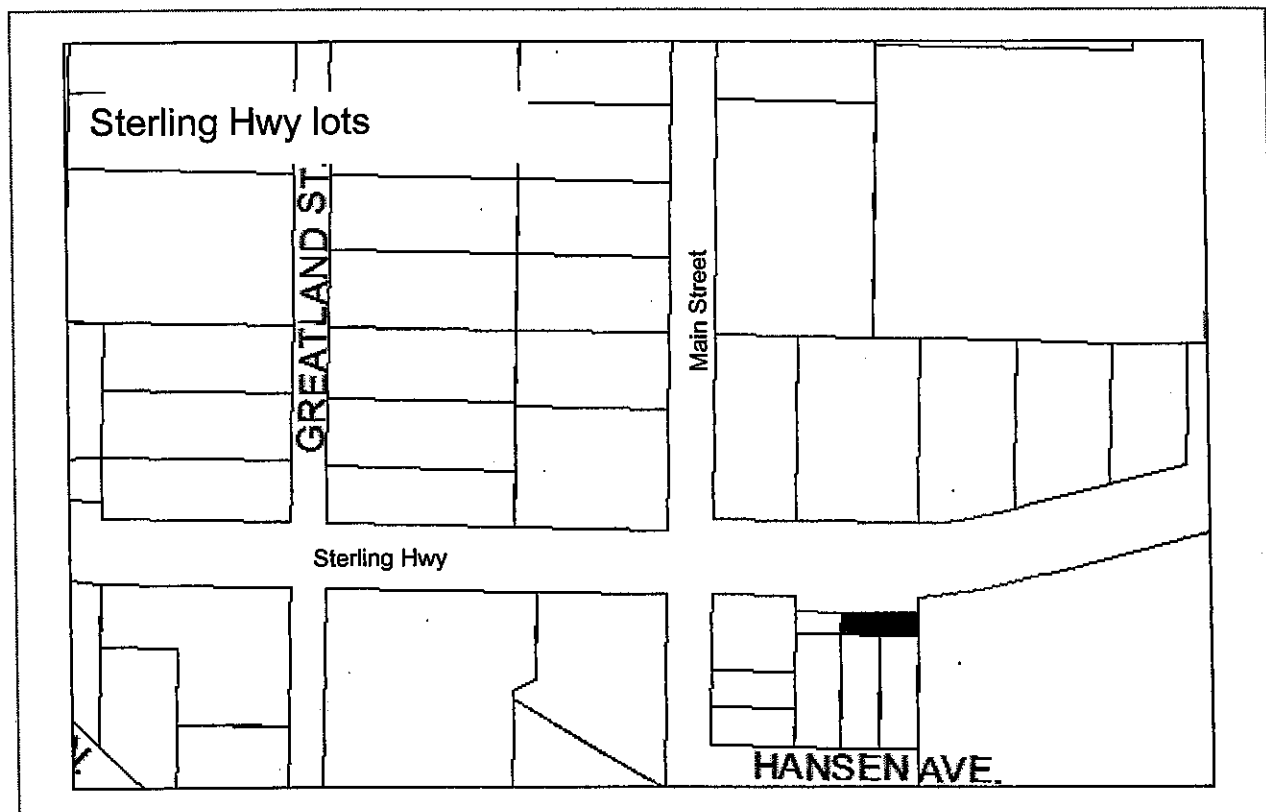
Zoning: Not zoned

Wetlands: Tidelands

Infrastructure:

Includes part of the causeway for the deep water dock. Lease agreement for deep water dock land, B192 p648
\$830/yr ADL 224560 55 year lease, July 1989– July 2044

Finance Dept. Code:

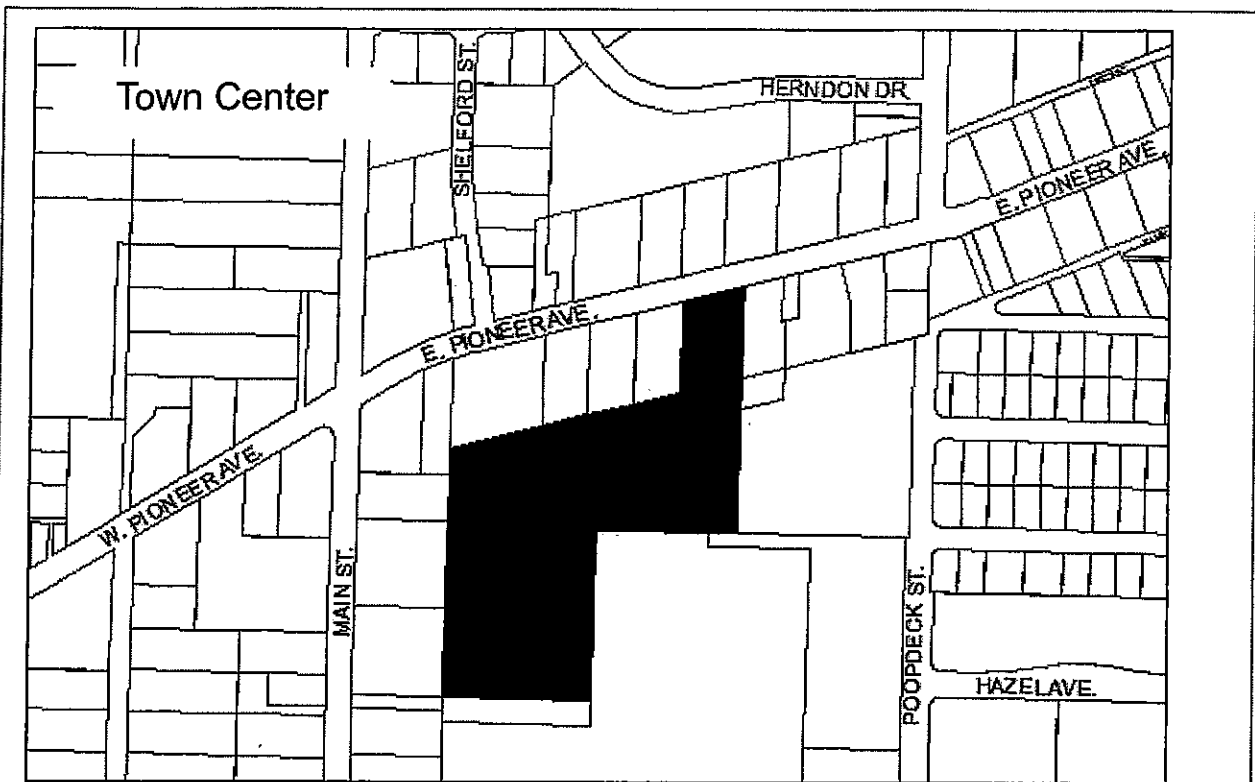
**Designated Use:** Undesignated**Acquisition History:** Detling Deed 6/10/82**Area:** 0.03 acres each. Total of 2,613 sq ft**Parcel Number:** 177154 02, 03**2009 Assessed Value:** \$1,400

Legal Description: T6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSON SUB AMENDED LOT 46 EXCLUDING HOMER BY-PASS ROAD, T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSONS SUB AMENDED LOT 47 EXC HOMER BY-PASS RD*

Zoning: Central Business District**Wetlands:** Possibly. Lots are steep.**Infrastructure:** Paved Road and sidewalk

Notes: Lots are steep; they run from the Sterling Highway grade down the slope to the adjoining property. Lot dimensions are approximately 50'x30'.

Finance Dept. Code:



Designated Use: UA land: Land was sold to the City by UA with the intent it would be used for town center. FAA site: Held for possible UA/state shared consortium library agreement and land trade for land at Bridge Creek.

Acquisition History: UA: Ord 03-61 purchase.

Area: 7.71 acres

Parcel Number: 17719209, 17708015

2009 Assessed Value: \$520,200

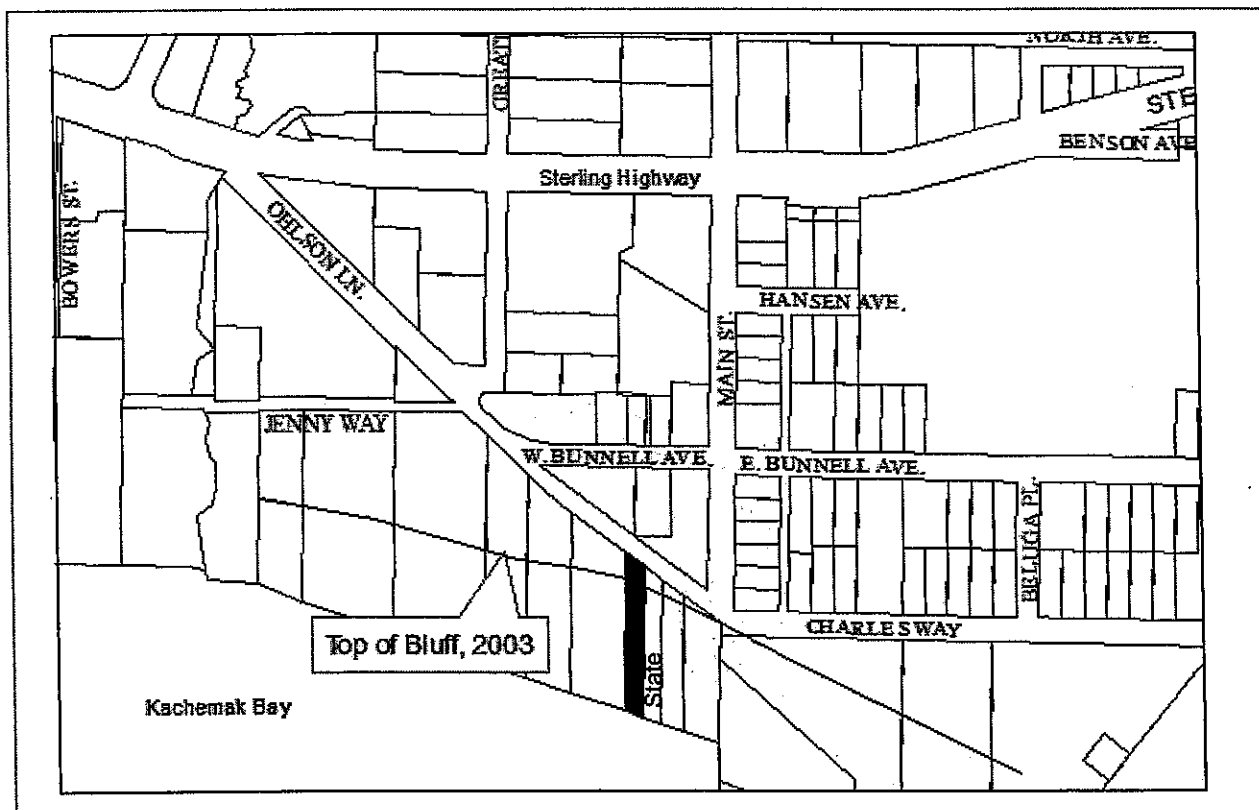
Legal Description: Homer FAA Site Sub Tract 38A, UA lot: Portion of Nils O Svedlund Sub lot 7 tract B, long legal.

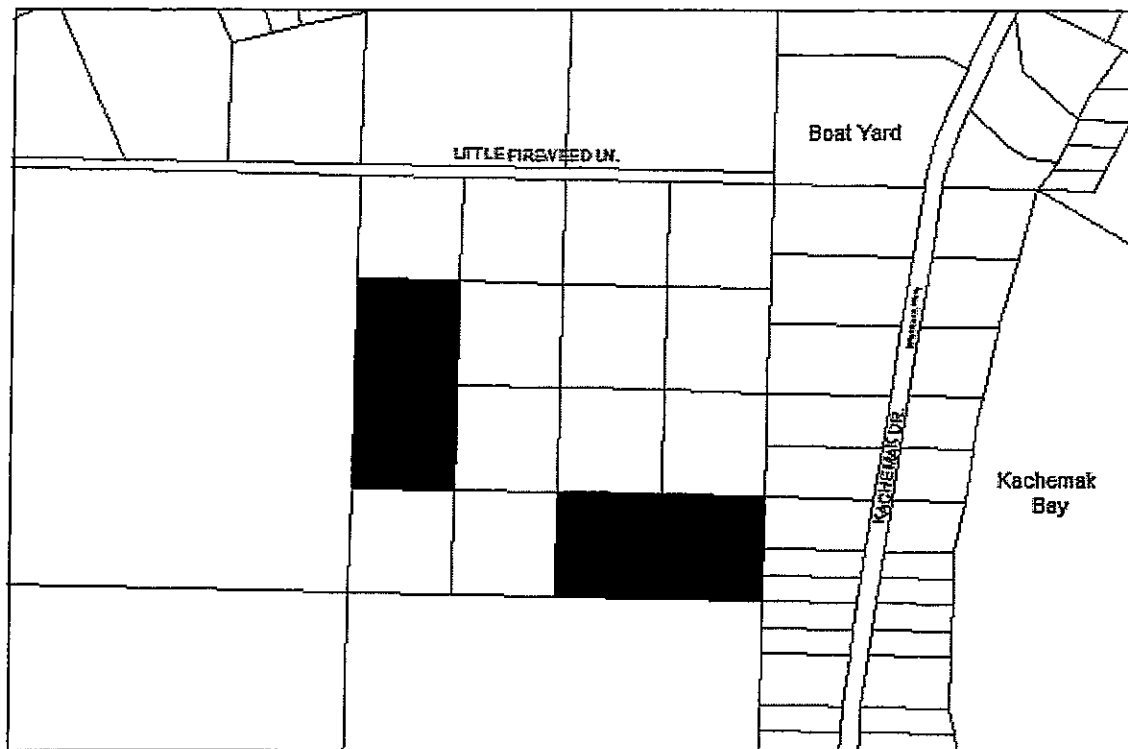
Zoning: Central Business District

Wetlands: City had a wetland delineation done in 2006. There is about a 1/2 acre of wetlands between the two sites.

Infrastructure: Must be built as land is developed.

Finance Dept. Code:

**Designated Use:** Undesignated**Acquisition History:** Donated by Herrick, Resolution 90-7**Area:** 0.32 acres**Parcel Number:** 17520009**2009 Assessed Value:** \$27,500**Legal Description:** HM T06S R13W S19 PORTION THEREOF S OF OLSEN LANE**Zoning:** Central Business District**Wetlands:** None. Bluff property.**Infrastructure:** Gravel Road access, no water or sewer**Notes:****Finance Dept. Code:** 392.0008



Designated Use: Undesignated

Acquisition History: The western lots were granted by State Patent.

Area: 10 acres total. Each lot is 2.5 acres.

Parcel Number: 179080 09,15,25,26

2009 Assessed Value: Each lot: \$20,400. Total: \$81,600

Legal Description: Government Lots 10, 21, 24, 25, HM T06S R13W S14

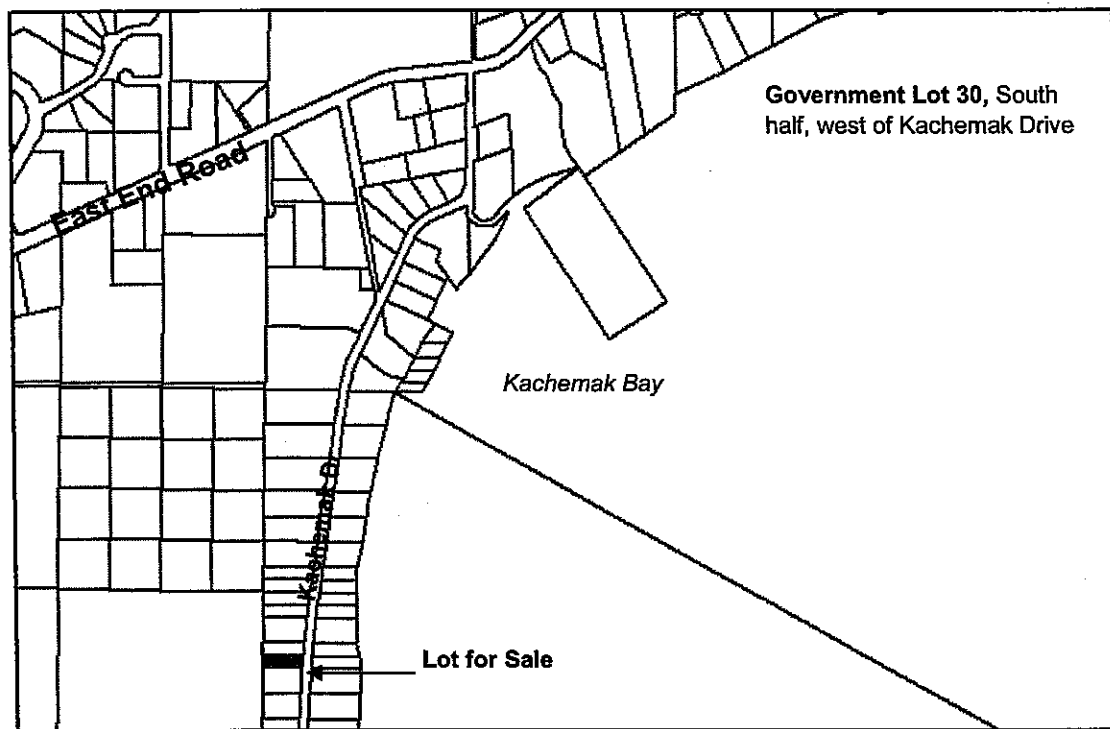
Zoning: General Commercial 2

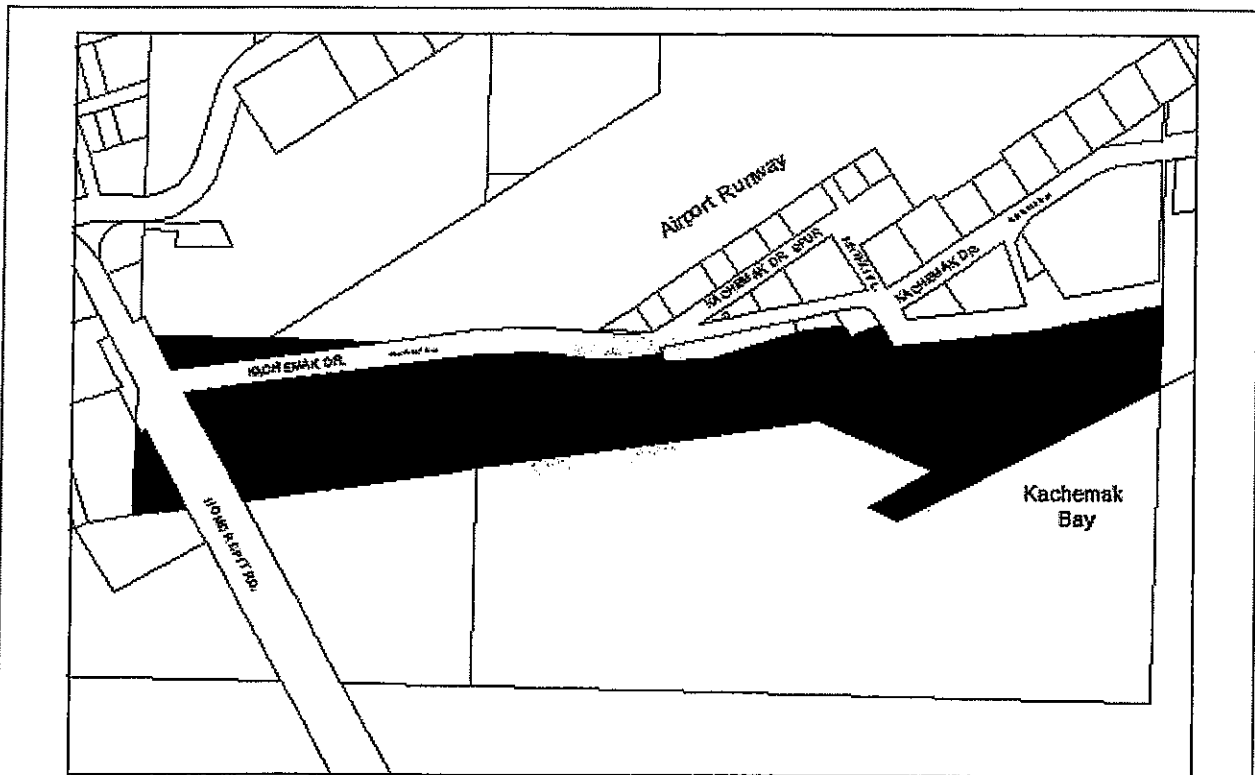
Wetlands: Lots are mostly wetlands. Formal delineation would be needed prior to any project planning.

Infrastructure: No infrastructure currently available.

Notes: Two adjacent lots are privately owned. The rest of the square lots are owned by the Kenai Peninsula Borough.
There is limited legal access to the eastern lots. There may be no legal access to the western lots.

Finance Dept. Code:

**Designated Use:** Sell (Resolution 2011-37(A))**Acquisition History:** Tax foreclosure, Ord 2010-24(S)**Area:** 0.49 acres**Parcel Number:** 17908050**2009 Assessed Value:** \$2,300**Legal Description:** South half of Government Lot 30 Lying West of Kachemak Drive**Zoning:** Rural Residential**Wetlands:** Will require wetland permit for development**Infrastructure:** Paved road, power lines. Part of Phase II Kachemak Drive Water and Sewer LID.**Notes:** Acquired from the Kenai Peninsula Borough through tax foreclosure. Parcel is wetlands.**Finance Dept. Code:**



Designated Use: Lots 13: undesignated. Spit Trailhead. Lot 14: Undesignated. Lot 3: Tidelands/public access/recreational

Acquisition History: Lot 13: ? Lot 14: ? Lot 3: Deed 4/98

Area: 35.16 acres

Parcel Number: 18101030, 18101032, 17940107

2009 Assessed Value: \$292,300

Legal Description: Government Lots 13 and 14, excluding Homer Spit Road and Kachemak Drive. Gov't lot 3, South of Airport lease lands Blocks 300 and 400. T6S R13W S22

Zoning: General Commercial 1, west of Homer Spit Road. General Commercial 2, east of Homer Spit Road

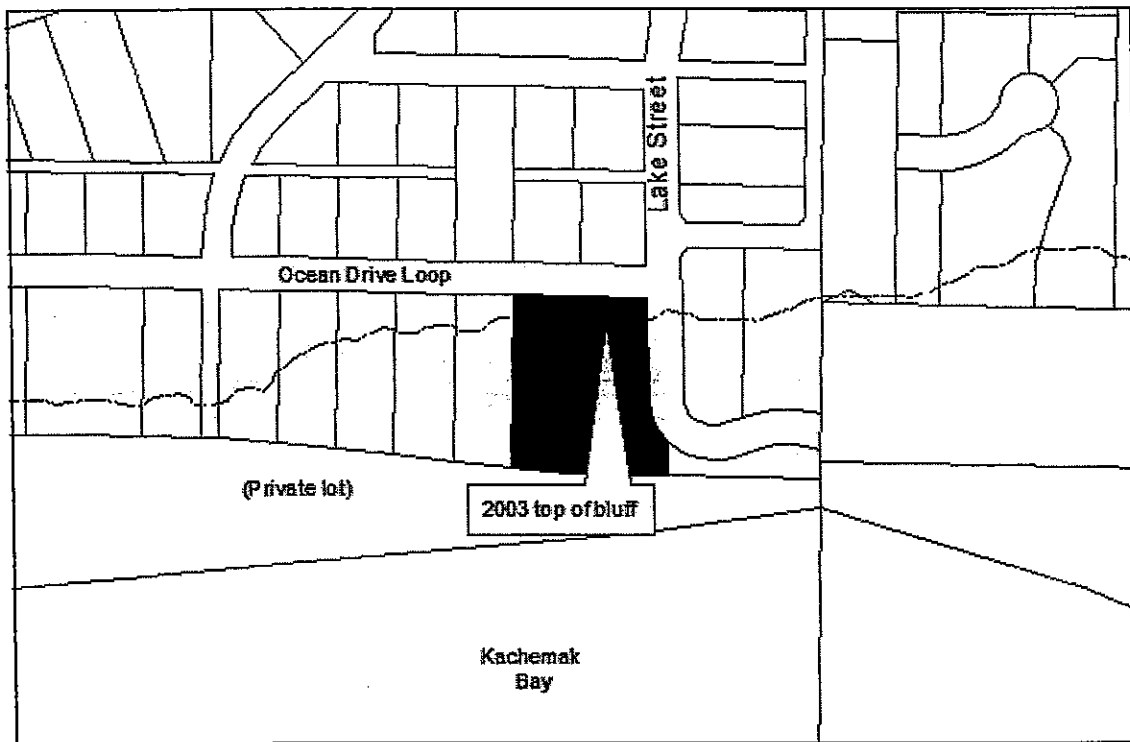
Wetlands: Coastal wetlands and critical habitat. Flood Hazard area.

Infrastructure: Water, sewer and paved road access

Notes: 2009, Lot 13: the Spit trailhead parking was expanded.

See also section E page 25.

Finance Dept. Code:



Designated Use: Sell (Resolution 2009-33)

Acquisition History: Tax foreclosure (seawall) KPB Ord 02-41

Area: 1.66 acres

Parcel Number: 177174-06, 07

2009 Assessed Value: \$51,500 (combined value)

Legal Description: Lot 43 and 44, Oscar Munson Subdivision

Zoning: Rural Residential

Wetlands: Most of these lots are tidal and critical habitat.

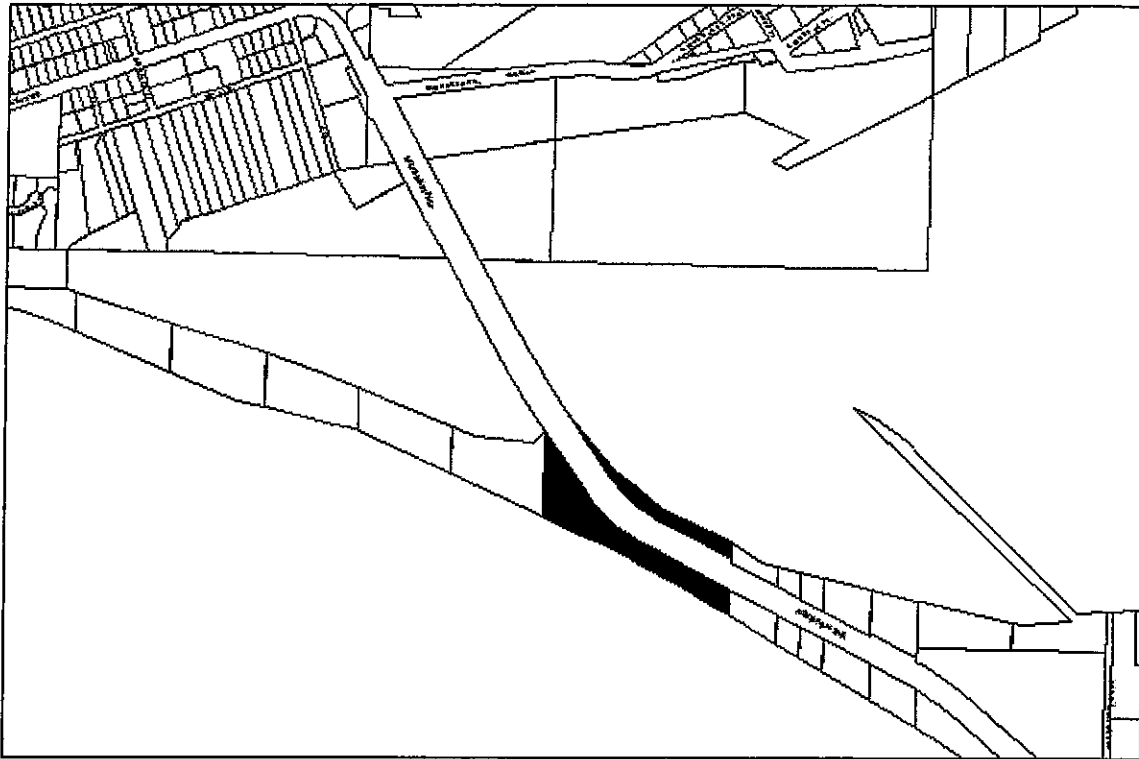
Infrastructure: Gravel road, water and sewer, seawall.

Notes: These lots contain seawall frontage. There is little to any developable area. There continues to be bluff erosion above the seawall on these lots. There are seawall and LIS assessments due on these properties. Contact Finance for payoff amounts. No commercial appraiser was willing to conduct an appraisal.

Resolution 2009-33: Sell Lots 43 and 44 Oscar Munson Subdivision.

February 2012 update: City Manager will put the lots out to bid in the spring, using the Borough assessment as the minimum bid instead of an appraisal. No local appraisers were able to appraise the property because there are no comparable properties, and the land has limited to no value for residential development.

Finance Dept. Code:



Designated Use: Intertidal Wetland Habitat for Shorebirds To be Conservation Easement
Acquisition History: EVOS purchase/Unknown

Area: 10.96 acres

Parcel Number: 18101 08-14

2009 Assessed Value: \$104,300

Legal Description: T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOTs 5,6,7,8

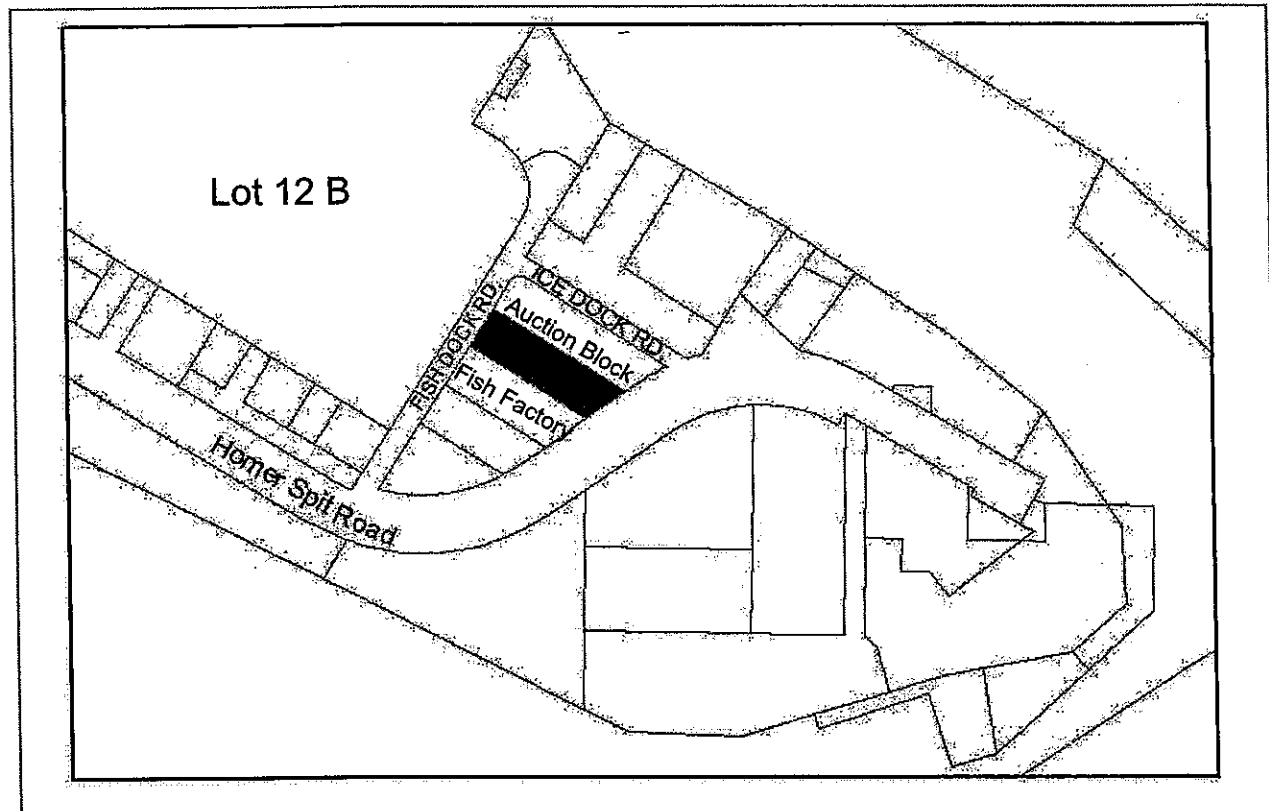
Zoning: N of Homer Spit Rd: Marine Industrial.
 S of road, Open Space Recreation

Wetlands: Tidal

Infrastructure: Paved road, Homer Spit Trail

Notes: Previous land allocation plan records show this property was an EVOS purchase and was to be placed into a conservation easement. However, this was never completed as far as staff can research, while the easements on the other EVOS properties were completed in 1998. These properties need further research: how they were acquired and any restrictions, and if they were in fact EVOS purchases or have any easements.

Finance Dept. Code:



Designated Use: Leased Lands

Acquisition History:

Area: 0.68 acres

Parcel Number: 18103451

2009 Assessed Value: \$265,300

Legal Description: City of Homer Port Industrial Subdivision No 4 Lot 12-B

Zoning: Marine Industrial

Infrastructure: Water, sewer, paved road access

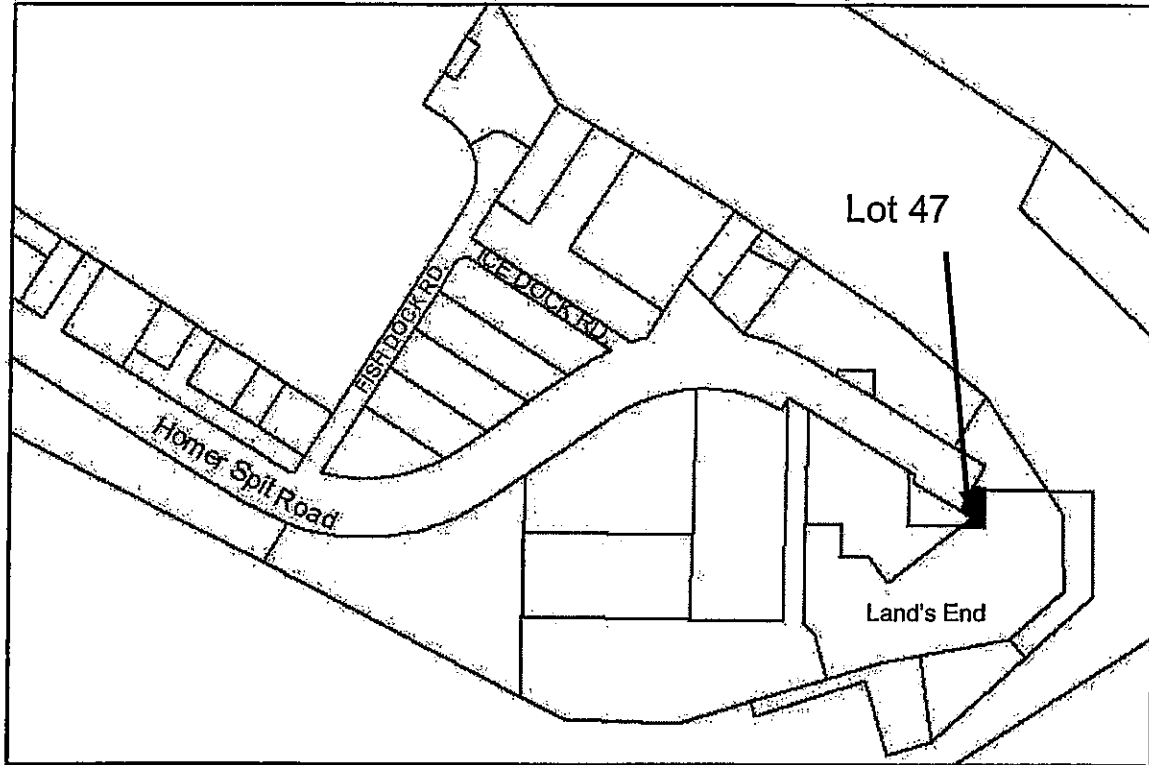
Address:

Parcel has the fish grinder on it, and possibly a short term lease for storage from neighboring business. The whole parcel is not readily available for a long term lease.

Resolution 09-33: Remove Lot 12-B City of Homer Port Industrial Subdivision No 4 from lots that may be leased until the drainage issues are resolved.

Resolution 10-21: Administration is directed to address the drainage problems and usage of this lot.

Finance Dept. Code:



Designated Use: Undesignated. Has easement to Land's End
Acquisition History:

Area: 0.08 acres

Parcel Number: 18103408

2009 Assessed Value: \$55,600

Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 47

Zoning: Marine Industrial

Wetlands: N/A

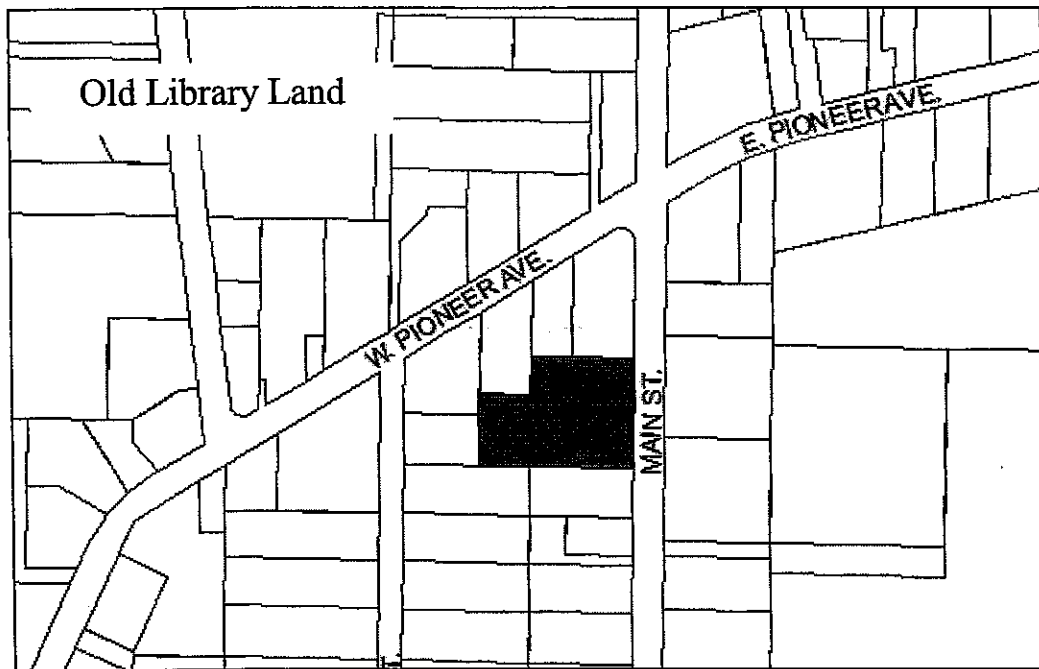
Infrastructure: Paved road, sewer through lot

Notes:

Finance Dept. Code:

Section D

City Facilities



Designated Use: Sell.

Acquisition History: Deed: Jewel July 1982 (back lot portion) Deed: Watson 1978 (library/Pioneer area)

Area: 1.31 acres

Parcel Number: 17514416

2009 Assessed Value: \$189,200

Legal Description: T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2008016 HOMER PUBLIC LIBRARY NO 2 LOT 2

Zoning: Central Business District

Wetlands: Drainage and wetlands may be present

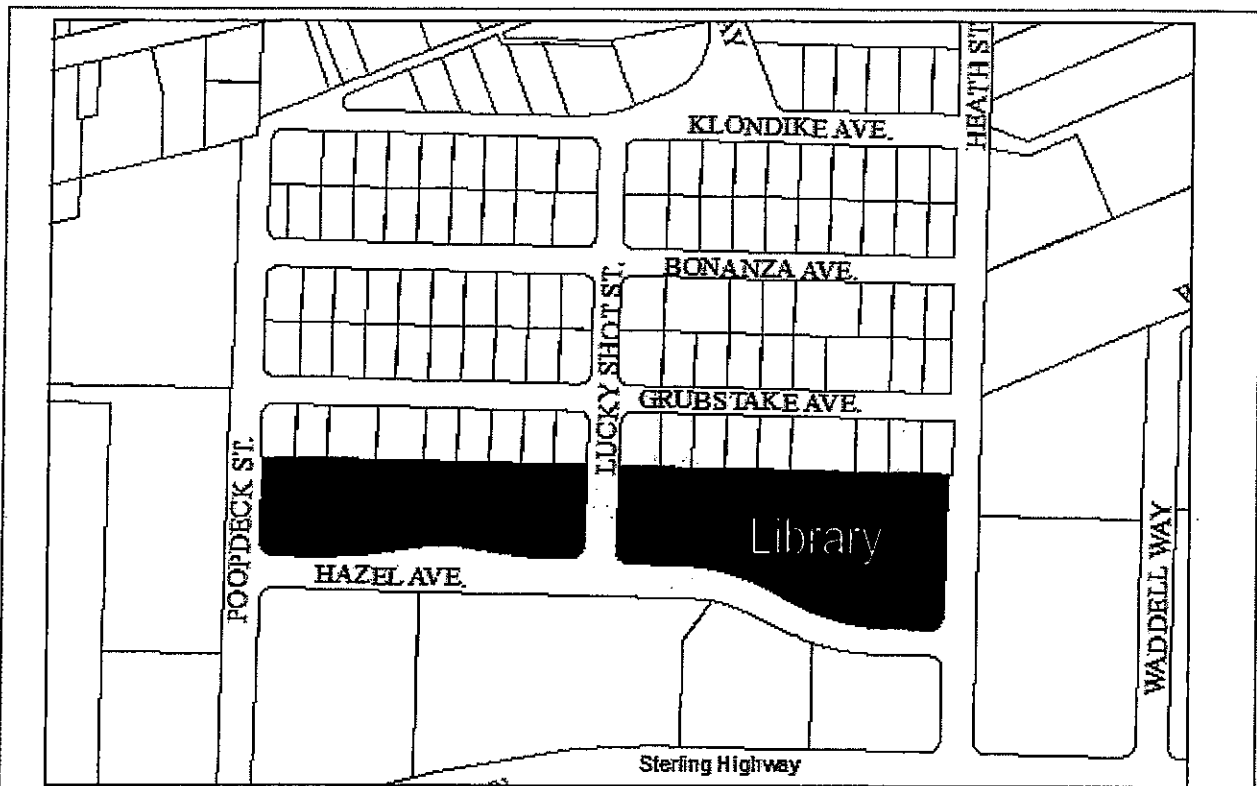
Infrastructure: Paved road, water, sewer

Notes: This land was formerly part of the old library site. The library building was subdivided onto its own lot, and sold. This lot was put up for sale but did not receive any bids. Minimum bid in late 2007 was set at \$462,500.

Land was put on the market again in 2009 with a minimum bid of \$228,000, and no bids were received. Resolution 11-037(A) Offer for sale, and if not sold, designate as a conservation buffer. February 2012 update: Land will be put on the market again in the spring.

The land has a nice bay view, but would require stumping. Driveway access off of Main Street is very steep. It is likely significant dirt work would be needed to make this lot viable for commercial or multifamily development.

Finance Dept. Code:



Designated Use: Library. Resolution 2003-72

Acquisition History: KPB Ord 93-09

Area: 5.25 acres

Parcel Number: 17710739, 17710740

2009 Assessed Value: \$3,335,200 (Land 335,200, Structure 3,000,000)

Legal Description: HM2005036 T06S R13W S20 TRACT B GLACIER VIEW SUB NO 26, HM2005036 T06S R13W S20 TRACT A GLACIER VIEW SUB NO 26

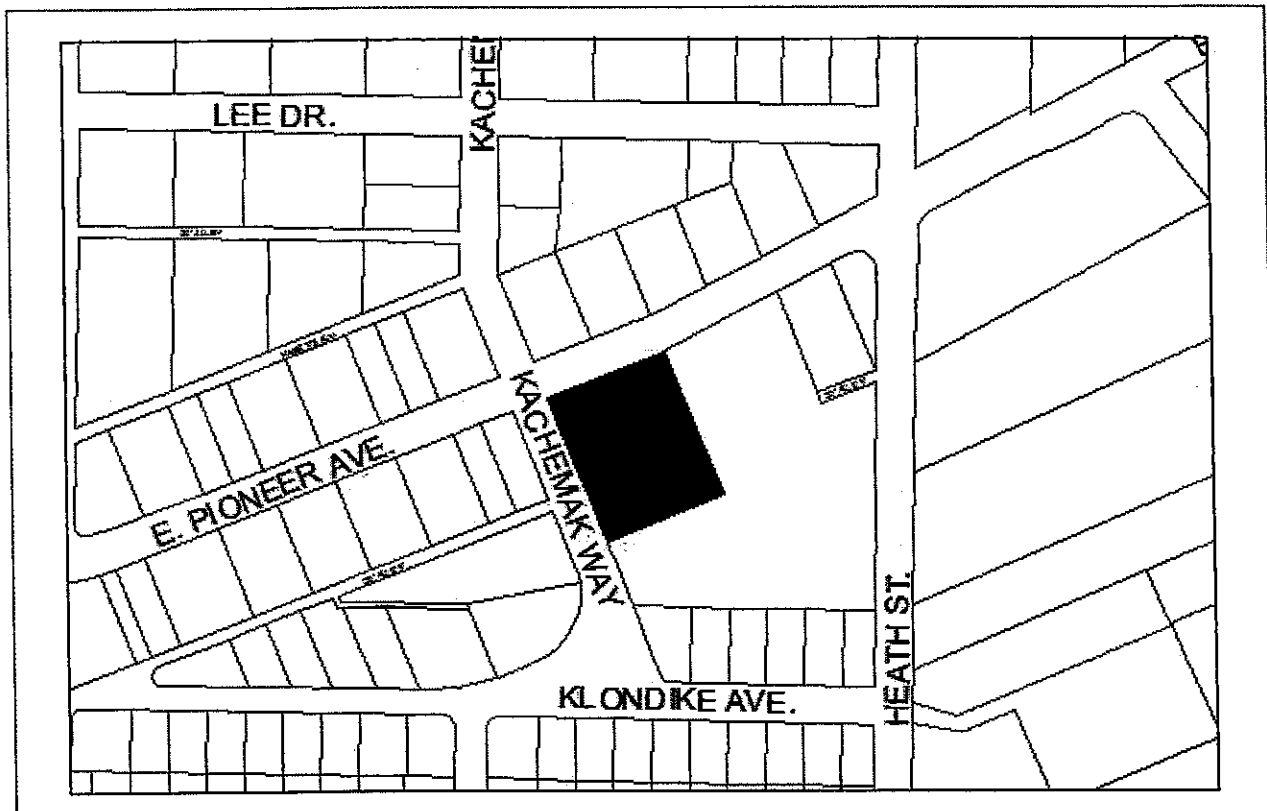
Zoning: Central Business District

Wetlands: Some wetlands present

Infrastructure: Paved road access, trail access, water and sewer available.

Notes:

Finance Dept. Code:



Designated Use: City Hall

Acquisition History: Purchased, Schoulz 12/31/86

Area: 1.12 acres

Parcel Number: 17720408

2009 Assessed Value: \$1,082,100 (Land 172,300 Structure 909,800)

Legal Description: HM2004048 T06S R13W S20 Glacier View Subdivision Campus Addition Lot 6-A-2

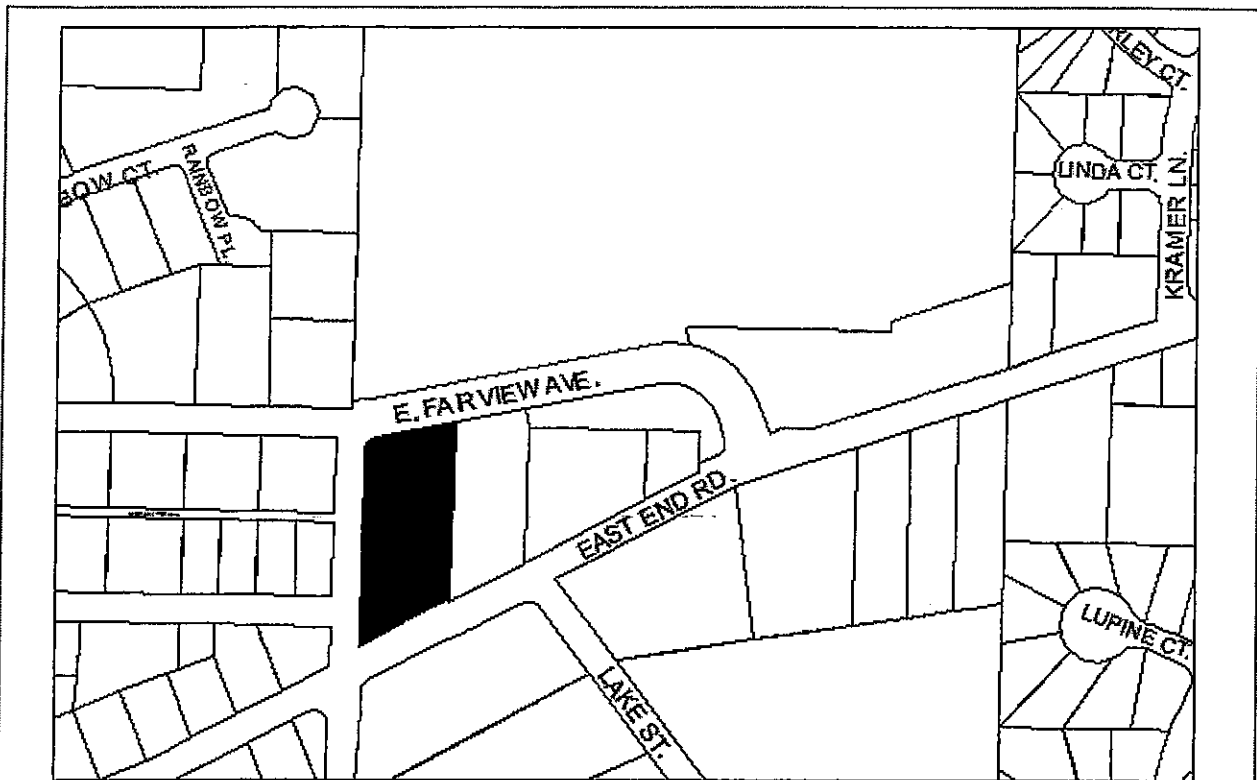
Zoning: Central Business District

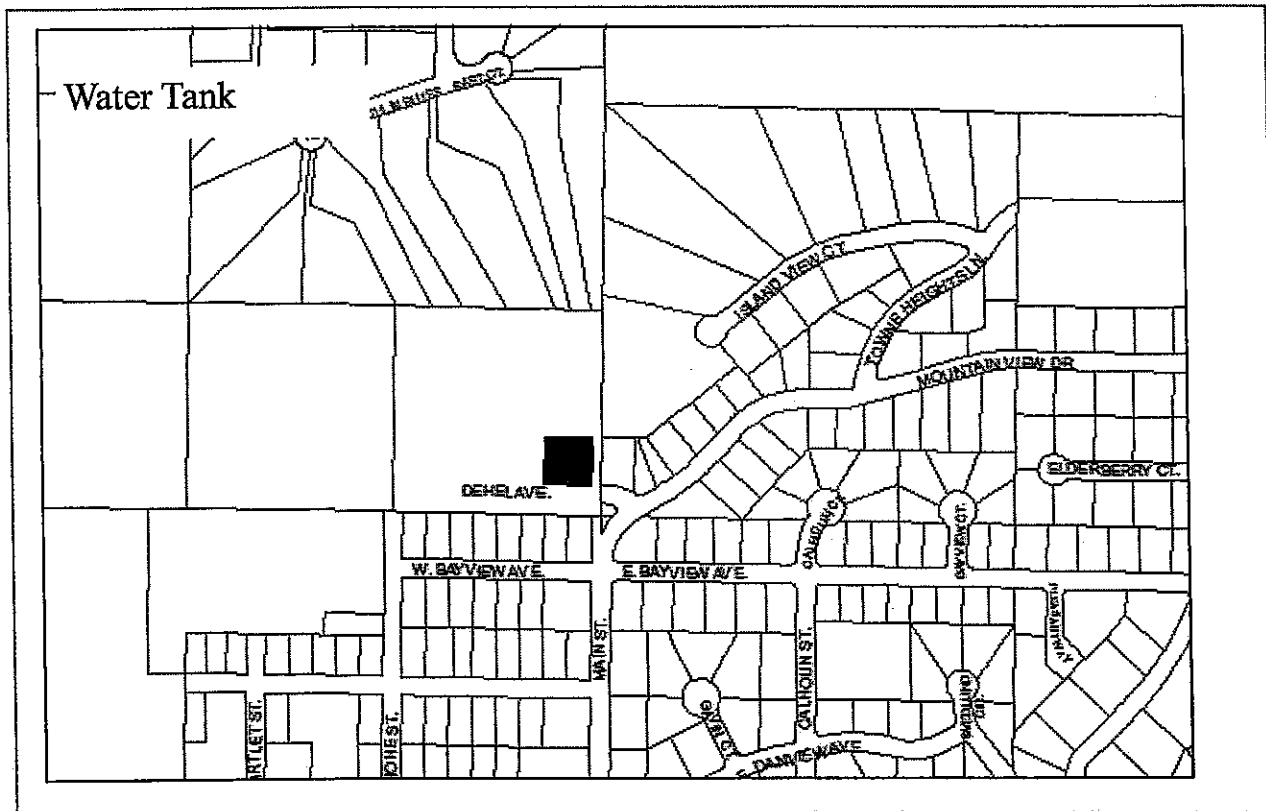
Wetlands: None

Infrastructure: Paved road access, water and sewer.

Notes: New addition and remodel 2011/12. Lower parking area paved.

Finance Dept. Code:

**Designated Use:** Police and fire stations**Acquisition History:** Straub Warr Deed 4/74, partial purchase Straub 4/5/74**Area:** 1.57 acres**Parcel Number:** 17702057**2009 Assessed Value:** \$2,054,700 (Land: \$\$208,000 Structure: \$1,846,700)**Legal Description:** HM 0870011 NEW HOMER HIGH SCHOOL NO 2 Tract I-B**Zoning:** Central Business District**Wetlands:** N/A**Infrastructure:** Water, Sewer, Paved access**Notes:****Finance Dept. Code:**



Designated Use: Water Tank (A Frame Tank)

Acquisition History: Dehel Deed 6/1/65

Area: 0.5 acres

Parcel Number: 17504011

2009 Assessed Value: \$30,700

Legal Description: HM T06S R13W S18 N 150 FT OF THE S 250 FT OF THE E 180 FT OF THE NE1/4 SE1/4

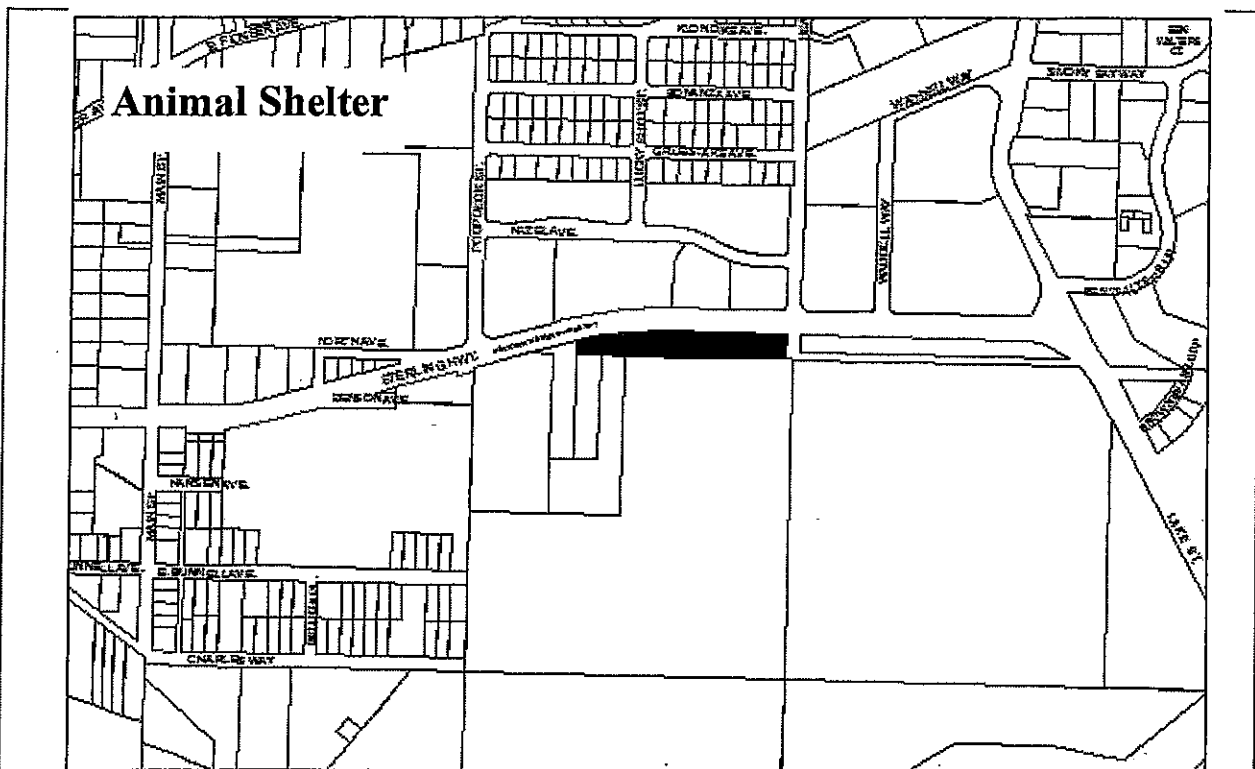
Zoning: Rural Residential

Wetlands: Possible drainage through site

Infrastructure: N/A

Notes:

Finance Dept. Code:



Designated Use: Animal Shelter

Acquisition History: Heath Deed 3/10/71

Area: 1.85 acres

Parcel Number: 17714020

2009 Assessed Value: \$984,900 (Land \$109,600, Structure \$875,300)

Legal Description: Glacier View Subdivision No 18 Lot 1

Zoning: Central Business District

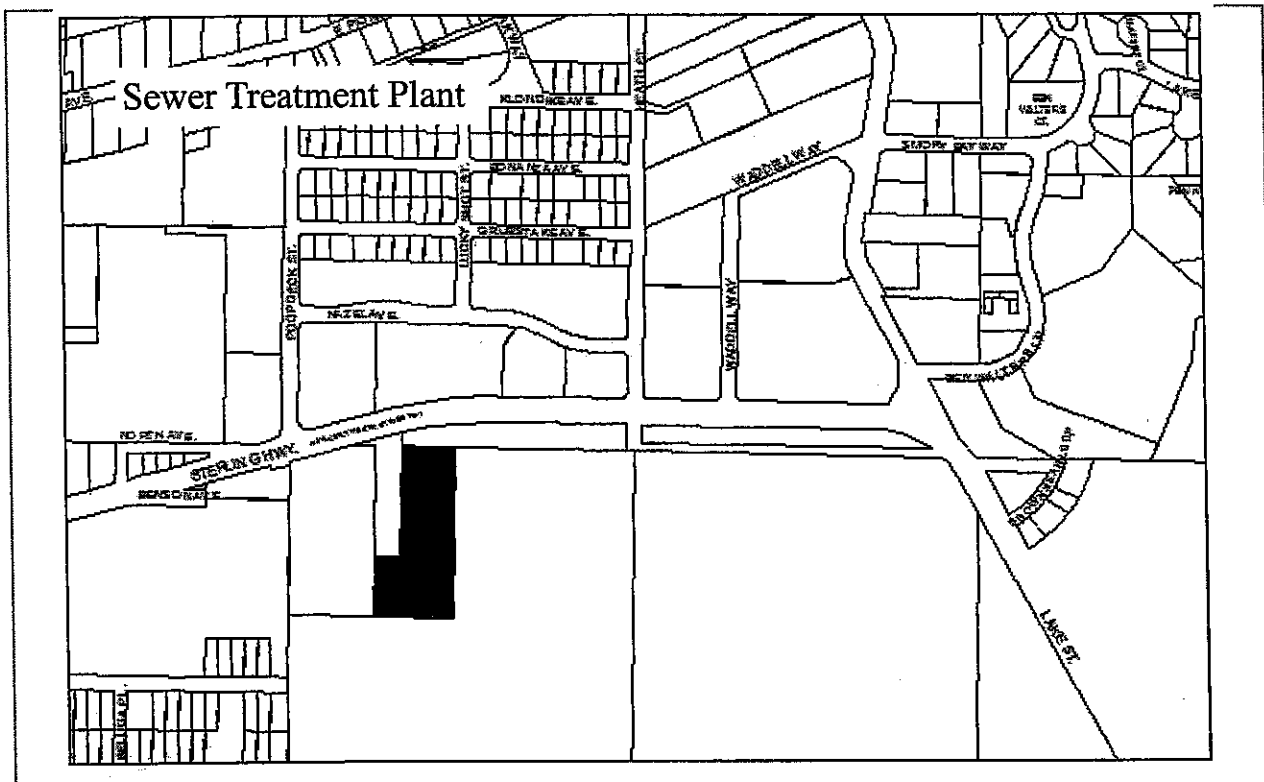
Wetlands: N/A

Infrastructure: Water, Sewer, gravel access via Public Works

Notes: Also includes landscaped area along the Sterling Highway maintained by Parks and Recreation, and named Superintendent's Park.

Constructed in 2004. 3,828 sq feet.

Finance Dept. Code:



Designated Use: Sewage Treatment
Acquisition History: see below

Area: 4.08 acres

Parcel Number: 177140 14, 15

2009 Assessed Value: \$2,528,100 (Land: \$448,900 Structures/Improvements: \$2,079,200)

Legal Description: T 6S R 13W SEC 20 SEWARD MERIDIAN HM POR PER E1/2 NW1/4 NE1/4 SW1/4 PER D-60-164, T 6S R 13W SEC 20 SEWARD MERIDIAN HM THAT PORTION OF E1/2 NW1/4 NE1/4 SW1/4 PER D-60 @ 05

Zoning: Central Business District

Wetlands: Yes

Infrastructure: Water and Sewer. Access via PW complex

Notes:

Acquisition:

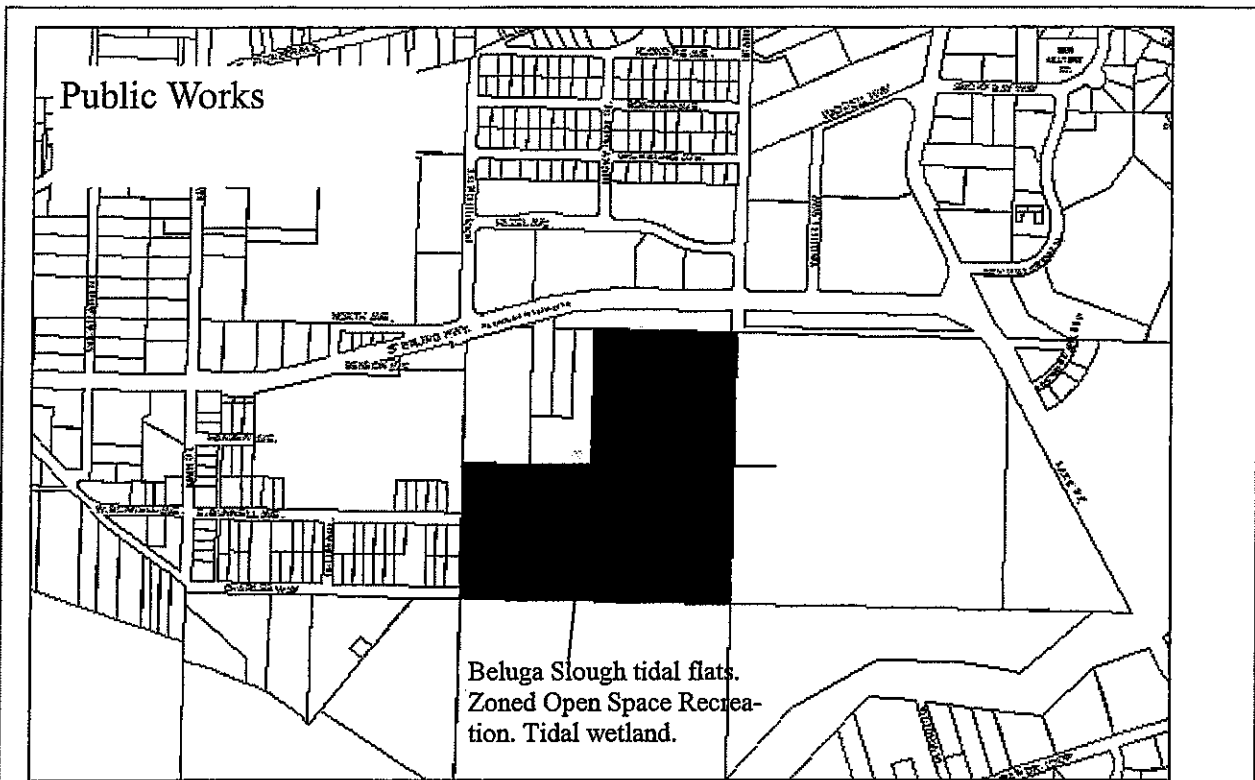
17414014: Mitchell Warr Deed 1/9/84

17714015: Heath/Whitmore Deed 3-71

2008 Resolution 08-48 recommends a replat to vacate common lot lines. Resolution 10-35(A) Replat the Sewer Treatment Plant lots to vacate the common lot line.

Within a FEMA mapped flood hazard area.

Finance Dept. Code:



Designated Use: Public Works

Acquisition History: Heath Dead 3/10/71

Area: 30 acres

Parcel Number: 17714016

2009 Assessed Value: \$1,778,500 (Land: \$585,500, Structures: \$1,203,000)

Legal Description: T 6S R 13W SEC 20 SEWARD MERIDIAN HM NE1/4 NE1/4 SW1/4 & S1/2 NE1/4 SW1/4

Zoning: Central Business/Open Space

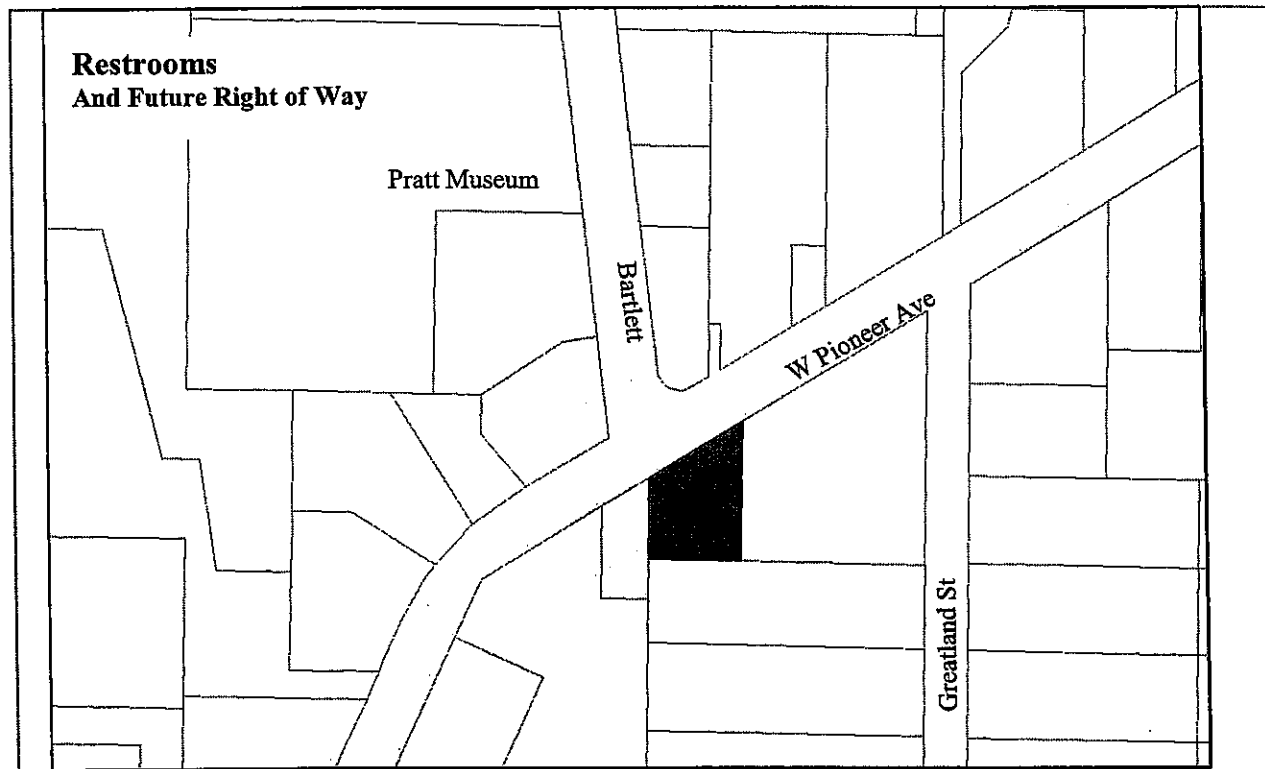
Wetlands: Yes

Infrastructure: Paved Road, water and sewer

Notes:

Within a FEMA mapped flood hazard area.

Finance Dept. Code:



Designated Use: Restroom and Future right of way
Acquisition History: Ordinance 2012-42

Area: 0.27 acres

Parcel Number: 17514301

2012 Assessed Value: \$58,800

Legal Description: T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 75

Zoning: Central Business District

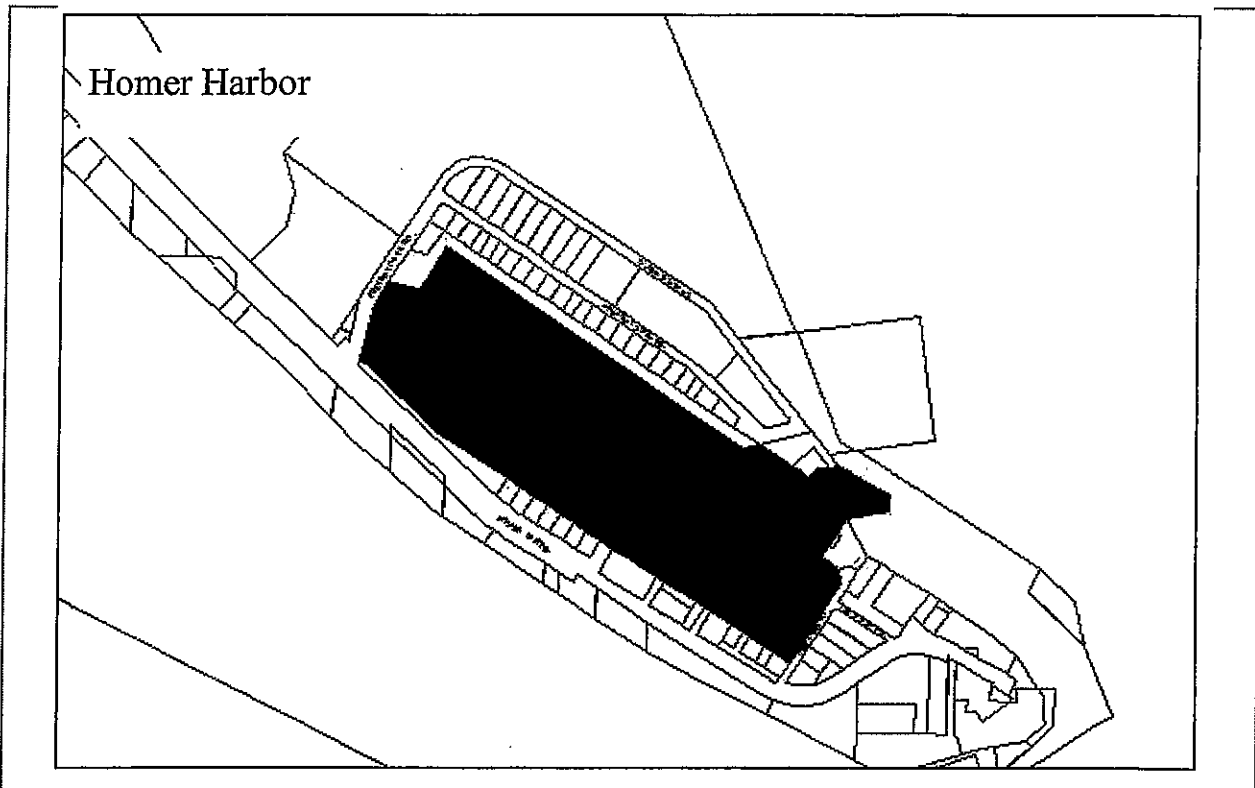
Wetlands: Yes

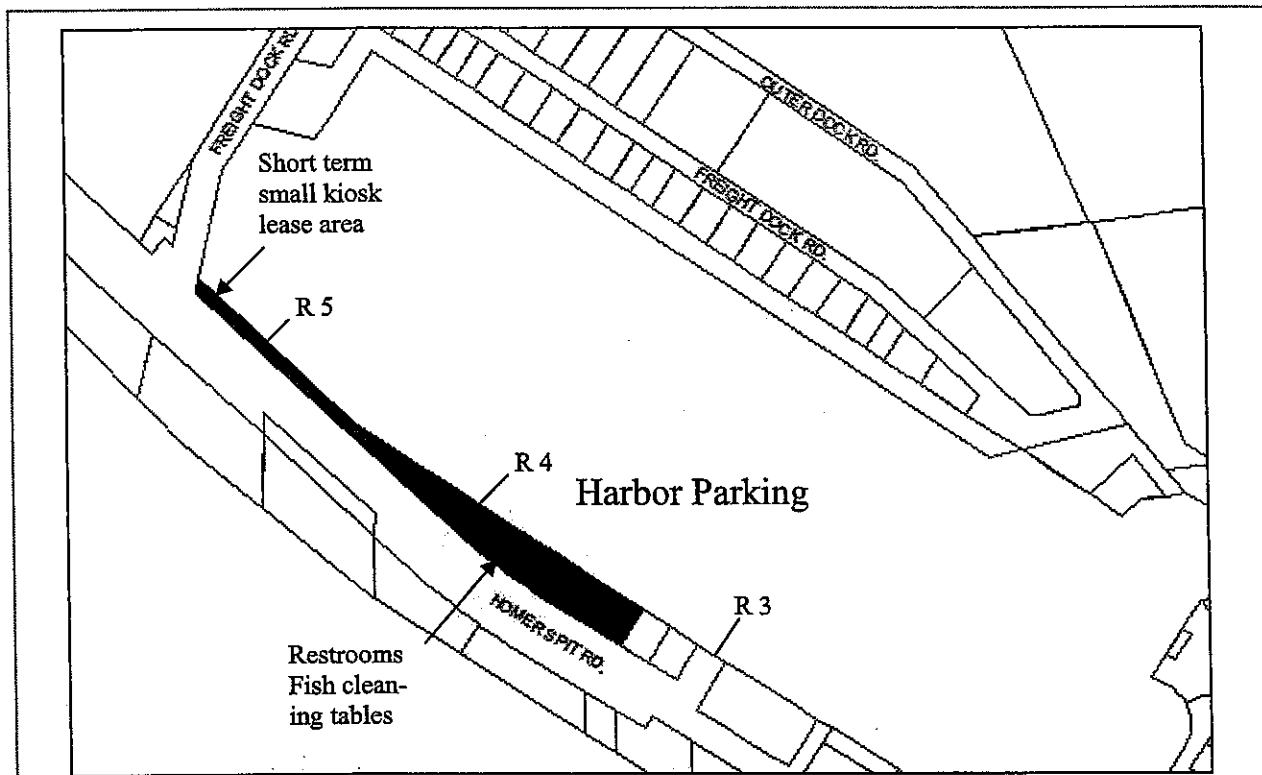
Infrastructure: Paved Road, water and sewer

Notes:

Construction of public restroom scheduled for summer 2013.
Future road extension for Bartlett.

Finance Dept. Code:

**Designated Use:** Homer Small Boat Harbor**Acquisition History:** Reso 99-51 Reconveyed from ACOE**Area:** 72.94**Parcel Number:** 18103214**2009 Assessed Value:** \$5,607,100**Legal Description:** T 6S R 13W SEC 35 T 6S R 13W SEC 36 T 7S R 13W SEC 1 T 7S R 13W SEC 2 HM 0920050 HOMER SPIT SUB NO TWO AMENDED SMALL BOAT HARBOR SEWARD MERIDIAN**Zoning:** Marine Commercial**Wetlands:** N/A**Infrastructure:** floats, road access, water and sewer**Notes:****Finance Dept. Code:**



Designated Use: Parking
Acquisition History:

Area: 3.12 acres

Parcel Number: 181033 18-22, 24

2009 Assessed Value: \$953,200 (Land: \$1,110,800, Structures: \$142,300)

Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 13-17, HM 0910003 HOMER SPIT SUB NO TWO SEWARD MERIDIAN LOT 12A

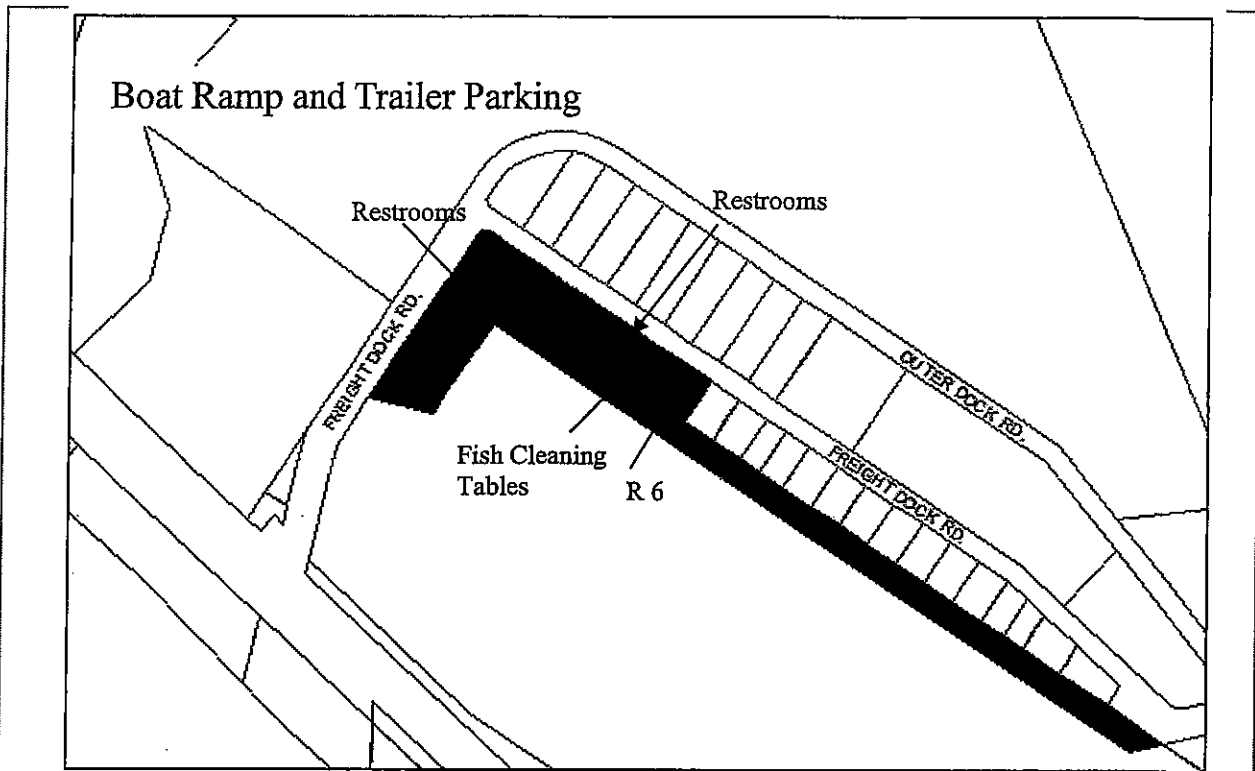
Zoning: Marine Commercial

Wetlands: N/A

Infrastructure: Paved road, water and sewer, public restrooms

Notes:

Finance Dept. Code:



Designated Use: Boat ramp and trailer parking
Acquisition History:

Area: 8.32 acres

Parcel Number: 181032 47-58, 18103216

2009 Assessed Value: \$2,323,400

Legal Description: Homer Spit Sub No 5 Lots 28-37, Homer Spit Sub No 2 Amended Lot G-8

Zoning: Marine Industrial, over slope area is Marine Commercial

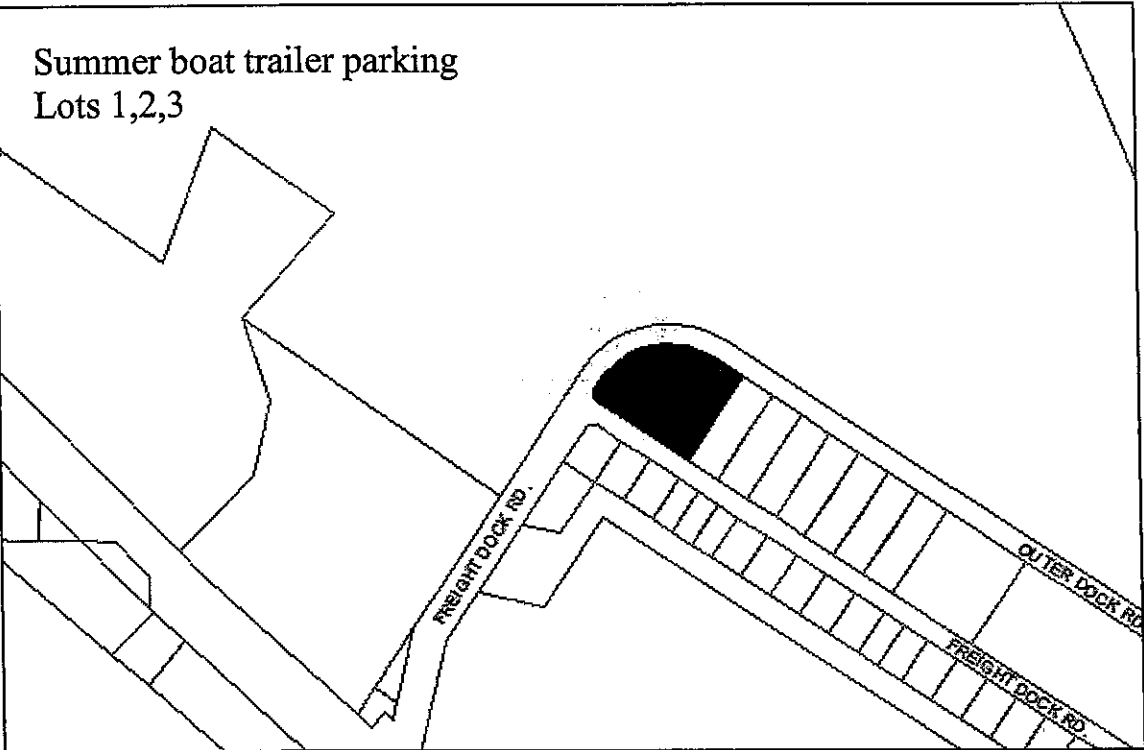
Wetlands: N/A

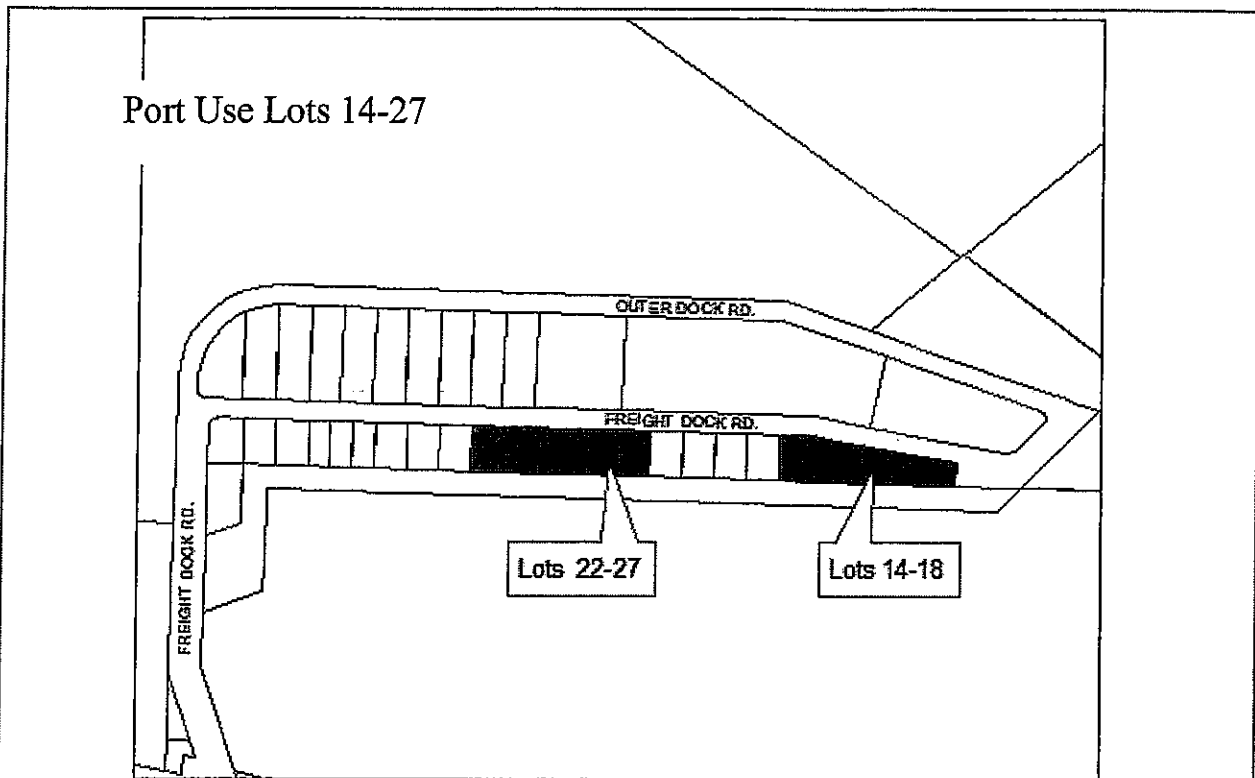
Infrastructure: Gravel road access, water and sewer, public restrooms

Notes: Includes boat launch and most of the trailer parking, two newly constructed public restrooms and over slope area along the harbor.

Resolution 2007-51: Lots 14-35, RFP process should be delayed until the master parking plan and over slope development standards and issues are dealt with.

Finance Dept. Code:

	
Designated Use: Acquisition History:	
Area: 1.98 acres	Parcel Number: 181032-21,22,31
2009 Assessed Value: \$698,600	
Legal Description: T 6S R 13W SEC 35 T 6S R 13W SEC 36 HM 0930012 HOMER SPIT SUB NO 5 SEWARD MERIDIAN LOT 1,2,3	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Gravel road, water and sewer, Barge ramp	
Notes:	
Finance Dept. Code:	



Designated Use: Port Use

Acquisition History:

Area: 3.16 acres

Parcel Number: 18103233-37, 41-46

2009 Assessed Value: \$1,454,000

Legal Description: Homer Spit No 5 Lots 14-18, 22-27

Zoning: Marine Industrial

Wetlands: N/A

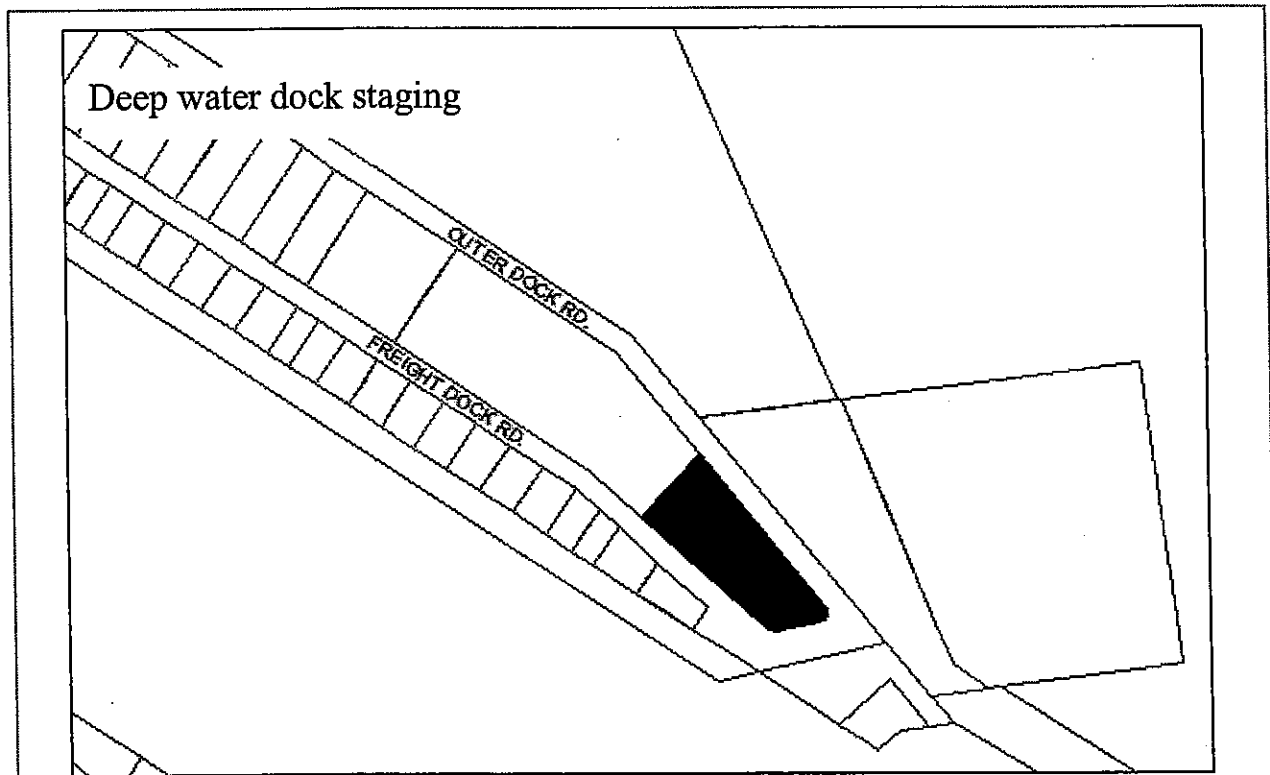
Infrastructure: gravel road, water and sewer

Notes:

Resolution 2007-51: Lots 14-35, RFP process should be delayed until the master parking plan and over slope development standards and issues are dealt with.

Resolution 2009-33: Issue a Request for Proposals for Lots 19-21, Homer Spit Subdivision No 5. Lot

Finance Dept. Code:



Designated Use: Deep water dock staging
Acquisition History:

Area: 2.08 acres

Parcel Number: 18103232

2009 Assessed Value: \$497,600

Legal Description: T 6S R 13W SEC 36 T 7S R 13W SEC 1 HM 0930012 HOMER SPIT SUB NO 5 SEWARD MERIDIAN LOT 13

Zoning: Marine Industrial

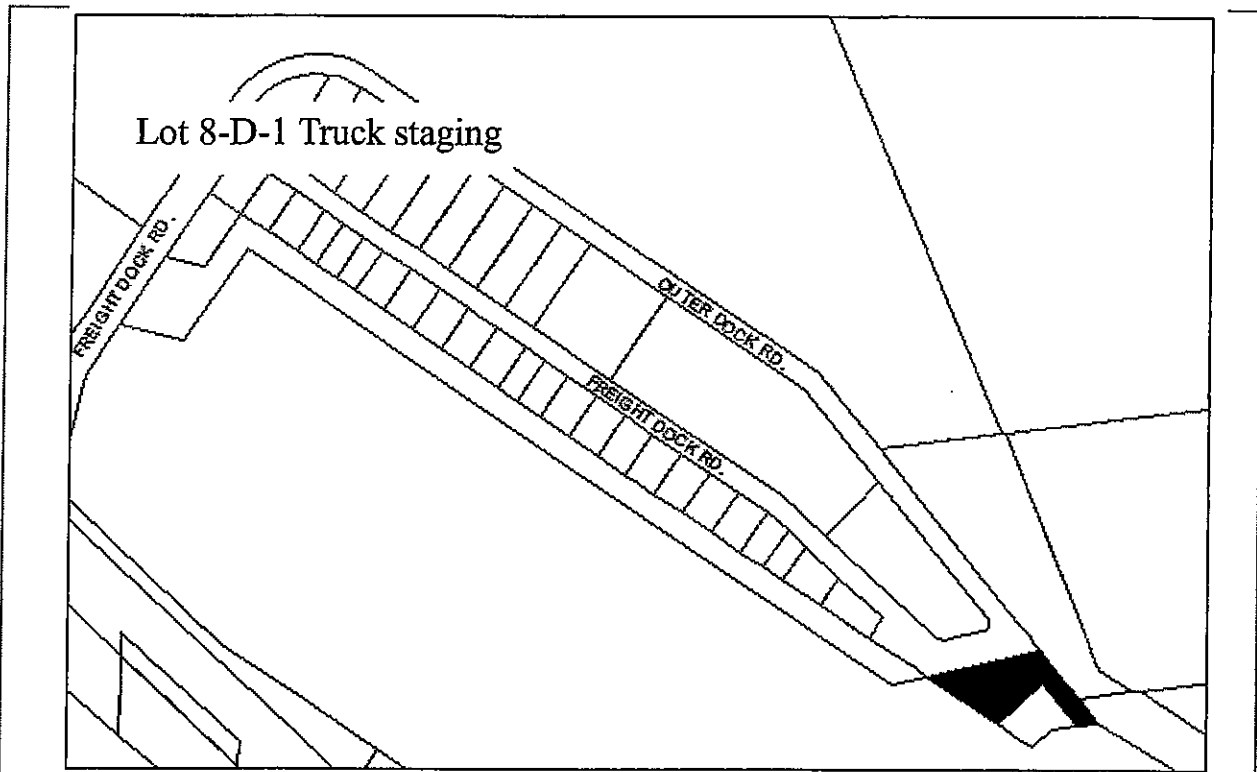
Wetlands: N/A

Infrastructure: gravel road, water and sewer

Notes:

Resolution 2007-51 Lot 13: Continue its current use as gear storage and cargo staging for Deep Water Dock cargo.

Finance Dept. Code:



Designated Use: Commercial Truck Staging
Acquisition History:

Area: 1.12 acres

Parcel Number: 18103259

2009 Assessed Value: \$342,800 (Land: \$329,600, Structures: \$13,200)

Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0970072 HOMER SPIT NO 6 8-D-1

Zoning: Marine Industrial

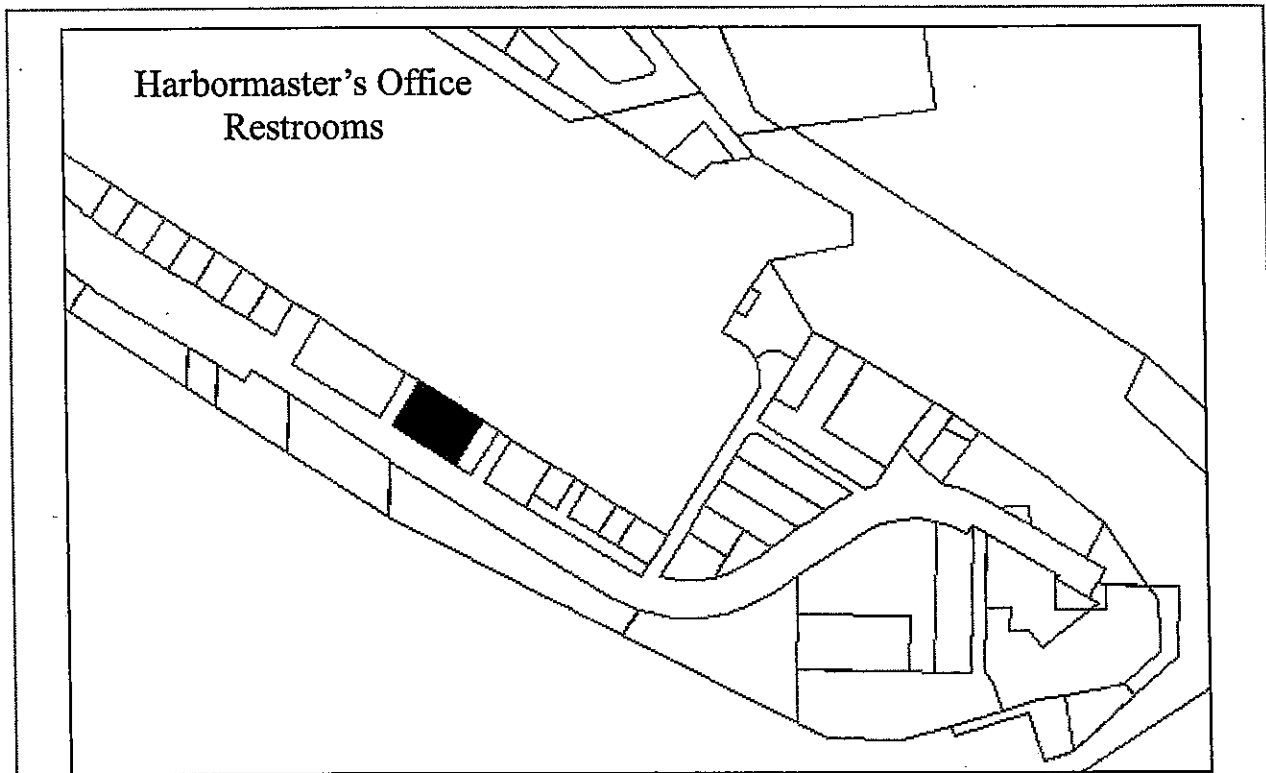
Wetlands: N/A

Infrastructure: Gravel road access, water and sewer

Notes:

Resolution 2007-51: Lot 8D1 should be reserved for a marine related business which could include a petroleum products tank farm and a pipeline out to the (expanded) Deep Water Dock. This lot to be RFP's at the appropriate time for this type of marine support activity.

Finance Dept. Code:



Designated Use: Harbormaster Office, parking and restrooms
Acquisition History:

Area: 0.65 and 0.28 acres, or 0.93 acres

Parcel Number: 181033 10, 11

2009 Assessed Value: \$446,700 (Land: \$358,900 Structures: \$107,800)

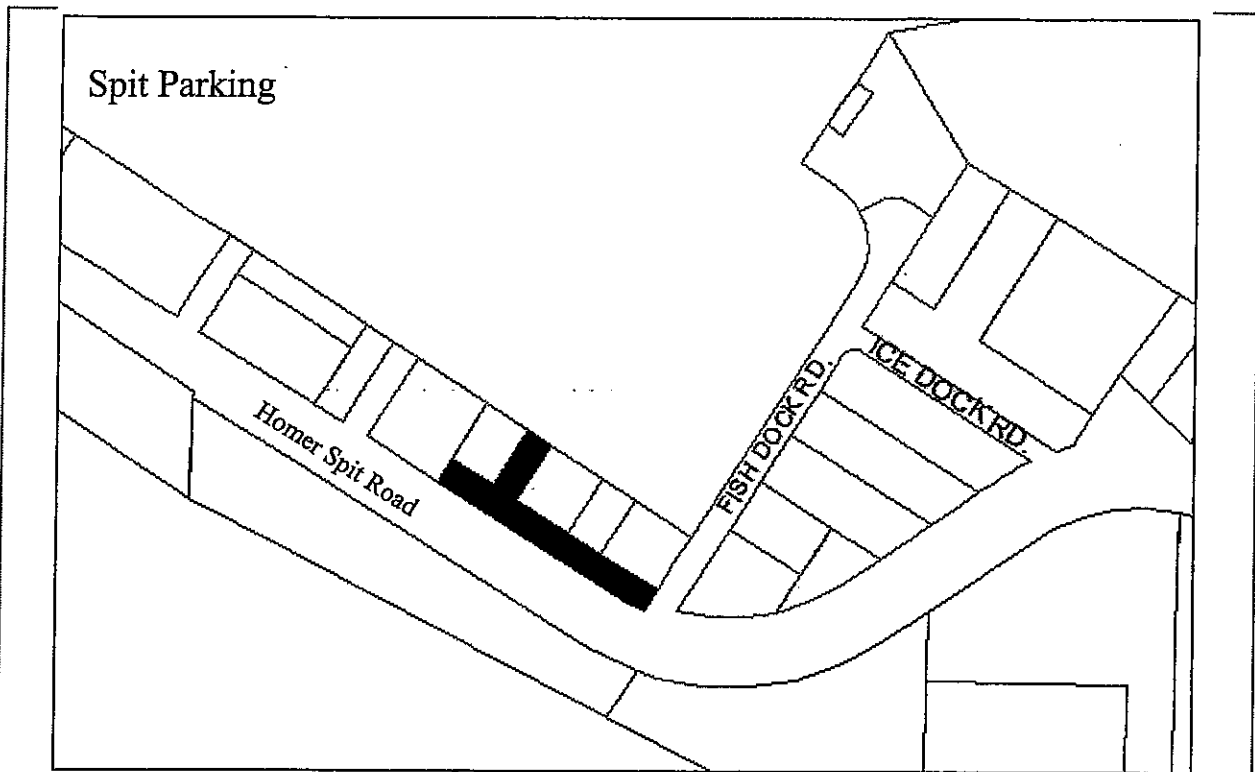
Legal Description: Homer Spit Subdivision Amended, Lots 28 and 29

Zoning: Marine Industrial

Infrastructure: Paved road, water and sewer

Restrooms (?) Built in 1968, 2060 sq ft.

Finance Dept. Code:



Designated Use: Parking and Access
Acquisition History:

Area: 0.6 acres

Parcel Number: 18103441

2009 Assessed Value: \$217,000

Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED PARKING AND ACCESS AREA

Zoning: Marine Industrial

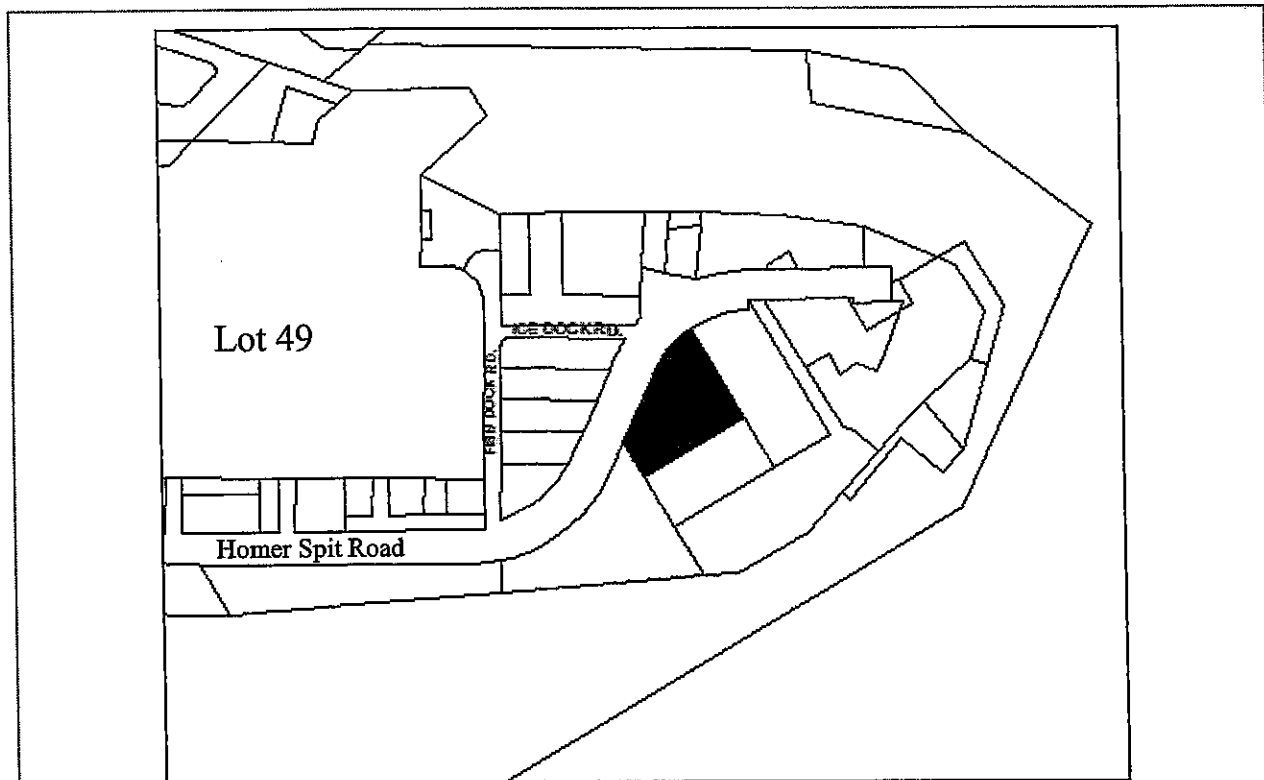
Wetlands: N/A

Infrastructure: Paved road

Notes:

Provides parking for adjacent businesses, and harbor access.

Finance Dept. Code:



Designated Use: Main Dock Staging
Acquisition History:

Area: 2 acres

Parcel Number: 18103436

2009 Assessed Value: \$688,400 (Land: \$651,200 Structure: \$37,200)

Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49 THAT PTN EXCL LEASE @ 205/928

Zoning: Marine Industrial

Wetlands: N/A

Infrastructure: Paved road, water and sewer

Notes:

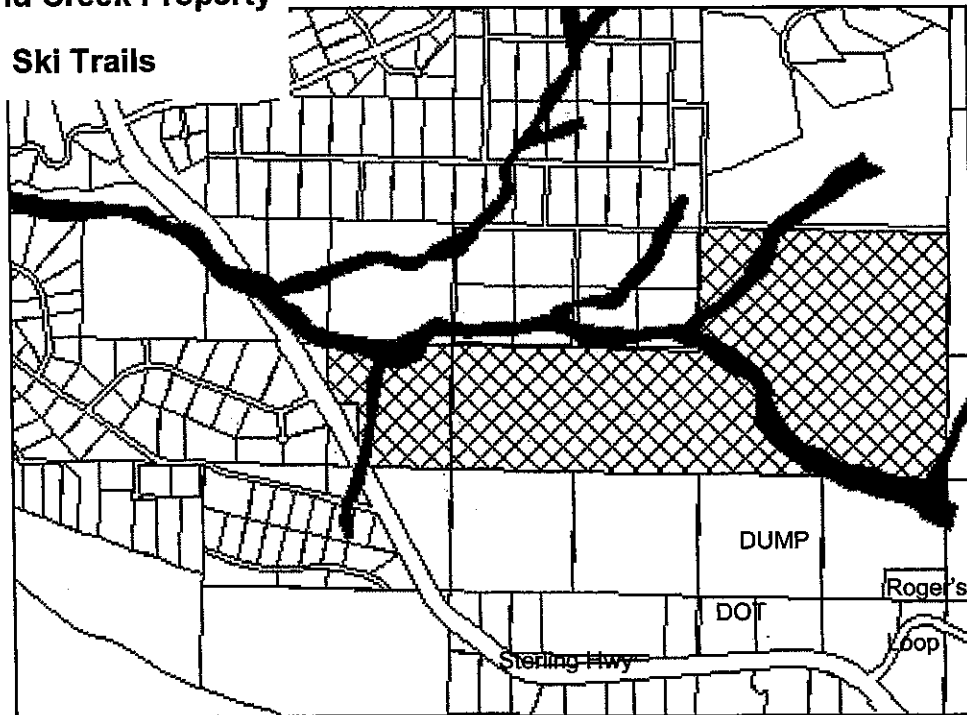
Resolution 2007-51: Continue to use for dredge material dewatering.

Finance Dept. Code:

Section E

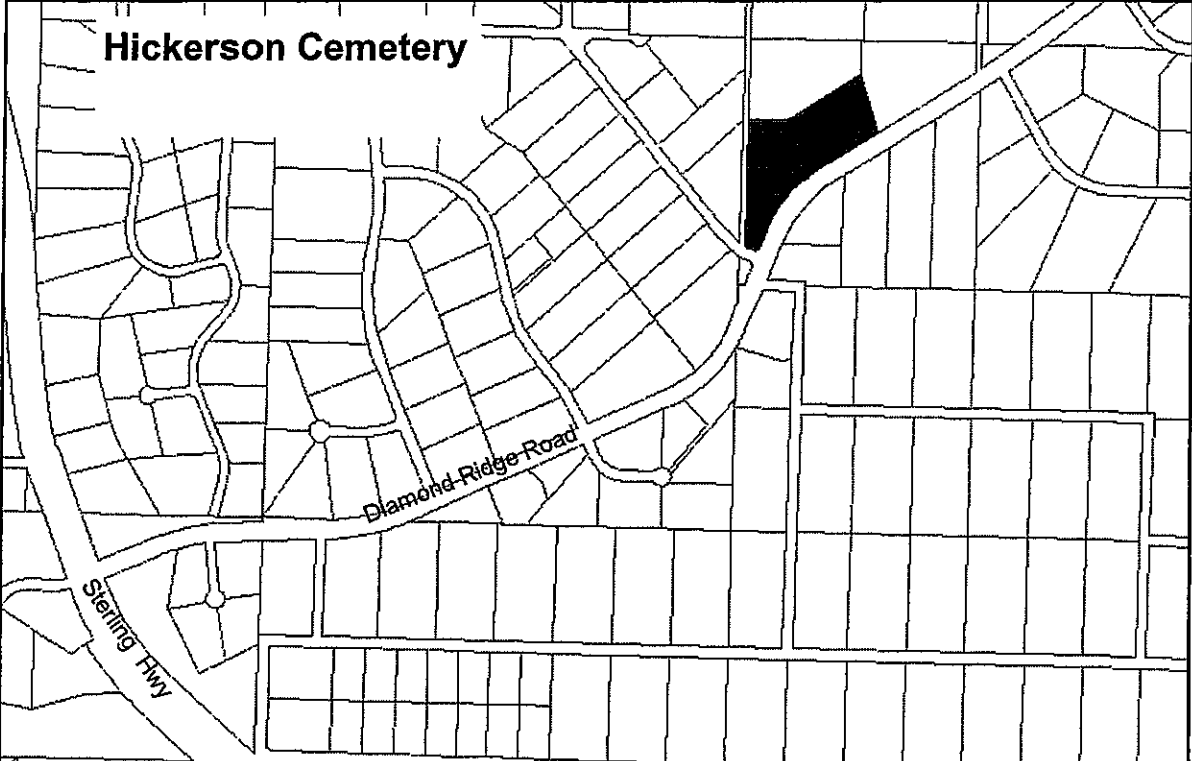
Parks + Beaches

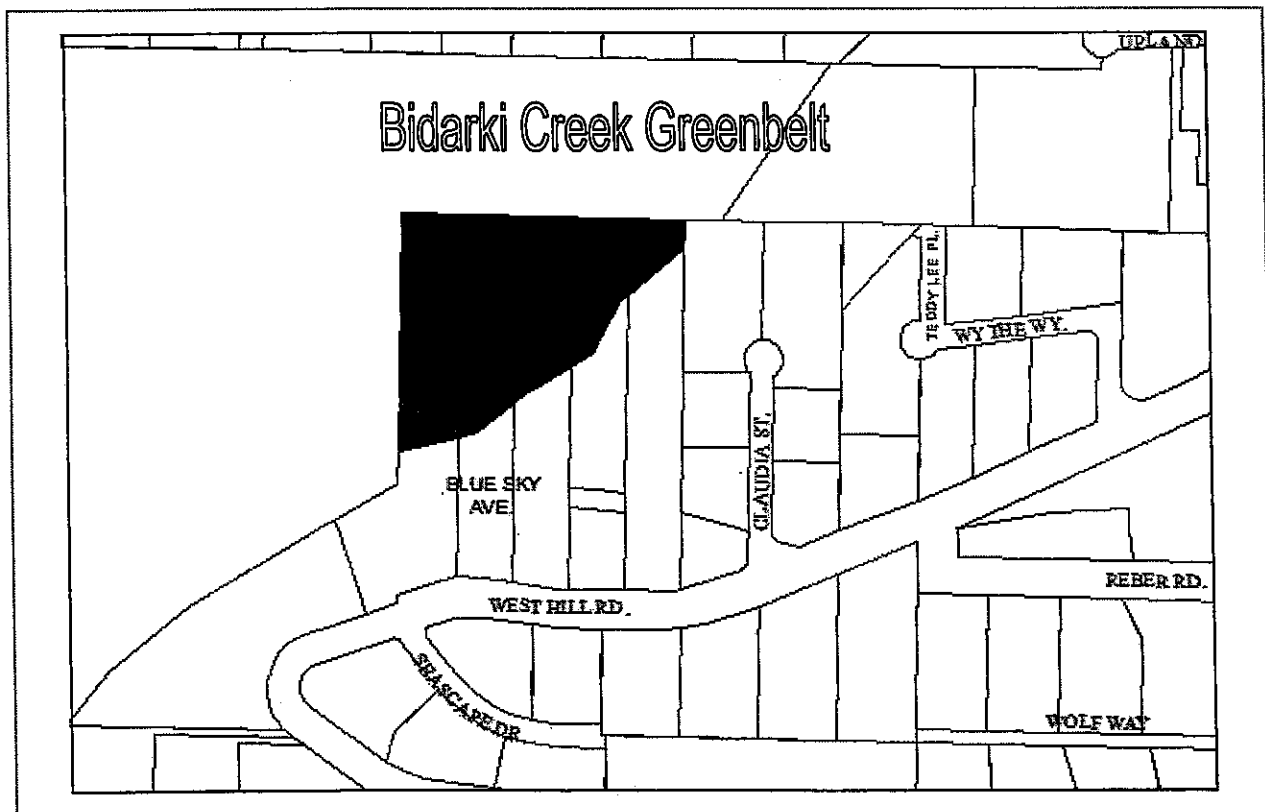
Cemeteries + Green Space

Diamond Creek Property**Ski Trails****Designated Use:** Public Purpose for park land**Acquisition History:** Ordinance 07-03. Forest Legacy grant/KHLT/long term public ownership**Area:** 273 acres (240 acres and 33 acres)**Parcel Number:** 17302201, 17303229**2009 Assessed Value:** \$393,700**Legal Description:** HM T06S R14W S09 SE1/4 EXCLUDING THE W1/2 SW1/4 SE1/4 SE1/4 and HM T06S R14W S10 SE1/4 & S1/2 SW1/4.**Zoning:** Not in city limits**Wetlands:** Yes. Diamond Creek flows through these lots. Larger lot is mostly wetland.**Infrastructure:** Limited legal and physical access. Western lot has Sterling Highway frontage.**Notes:** Ski trails, managed by Kachemak Nordic Ski Club

Acquisition notes: the Kachemak Heritage Land Trust purchased the property from the University of Alaska via a Forest Legacy Grant from the state of Alaska. The City accepted ownership of the land, to keep it for public park land in perpetuity, as required by the grant.

Finance Dept. Code:

	
Designated Use: Hickerson Memorial Cemetery	
Acquisition History: Deed American Legion Gen Buckner Post 16 4/23/70. Ordinance 10-30	
Area: 6.91 acres	Parcel Number: 17321011, 13, 14, 15
2010 Assessed Value: \$111,990 (Land \$113,100, Structure \$6,800)	
Legal Description: HM0631146 T06S R14W S03 TICE ACRES SUB HICKERSON MEMORIAL CEMETERY. Tice Acres Replat No 1, lots 11-A, 11B & 11-C	
Zoning: Not within city limits	Wetlands: N/A
Infrastructure: paved access	
Notes: Lots 11 A, 11B, and 11C purchased for \$205,000 Ordinance 10-30.	
Finance Dept. Code:	



Designated Use: Public Purpose. Retain as undeveloped Greenbelt and to protect drainage.

Acquisition History: KPB Ordinance 83-01

Area: 6.57 acres

Parcel Number: 17503025

2009 Assessed Value: \$70,100

Legal Description: HM T06S R14W S13 SW1/4 SE1/4 NORTH OF SKYLINE DRIVE EXCLUDING SKYLINE DR SUB

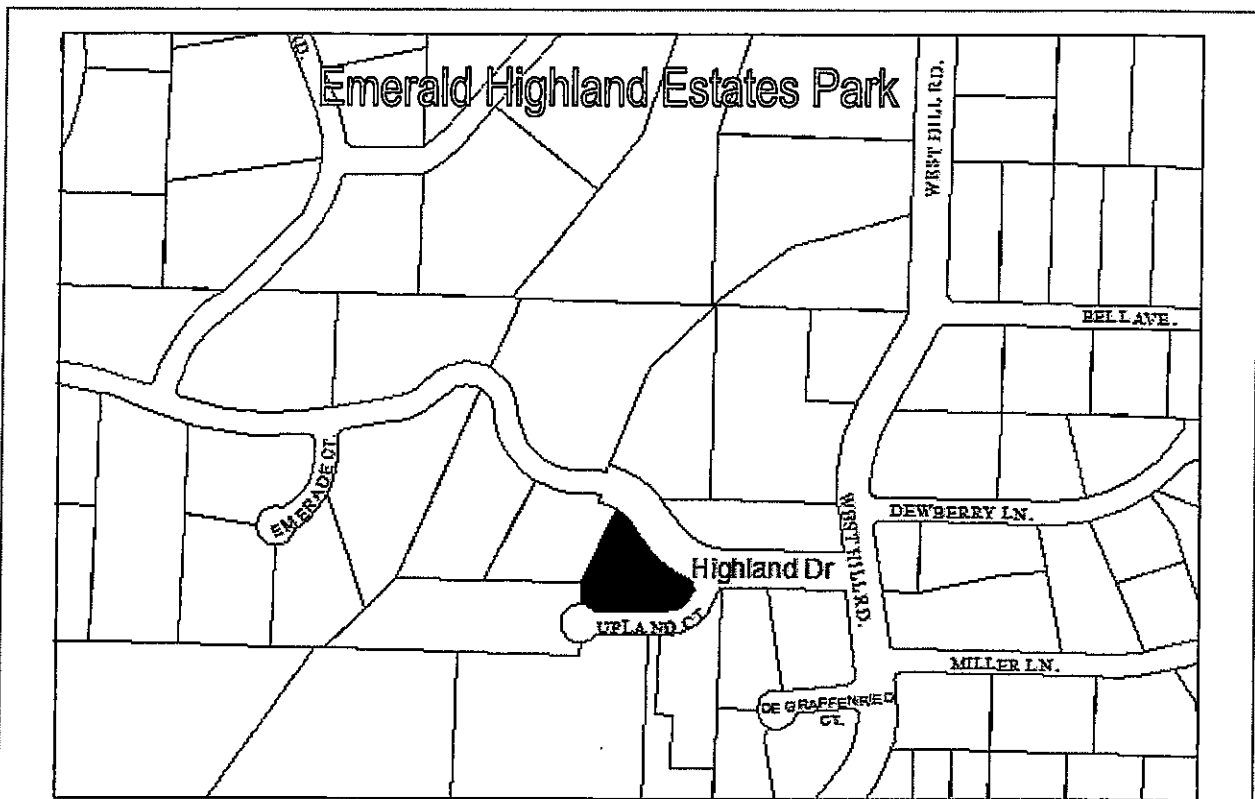
Zoning: Rural Residential

Wetlands: Bidarki Creek runs through the lot

Infrastructure: No access, no utilities

Notes: Much of the lot is very steep gorge, down to Bidarki Creek. One portion may be developable at the north end. Slope there is approximately 15%. There is no legal or physical access to the land at this time.

Finance Dept. Code:



Designated Use: Public Use/Emerald Highland Estates Park

Acquisition History: Gangle Deed, 12/1989

Area: 1.04 acres

Parcel Number: 17502056

2009 Assessed Value: \$49,300

Legal Description: HM0770024 T06S R14W S13 EMERALD HIGHLAND ESTATES SUB UNIT 3 LOT 1B BLOCK 3

Zoning: Rural Residential

Wetlands: The whole lot is potential wetlands. Creek present long western property line.

Infrastructure: Gravel road access

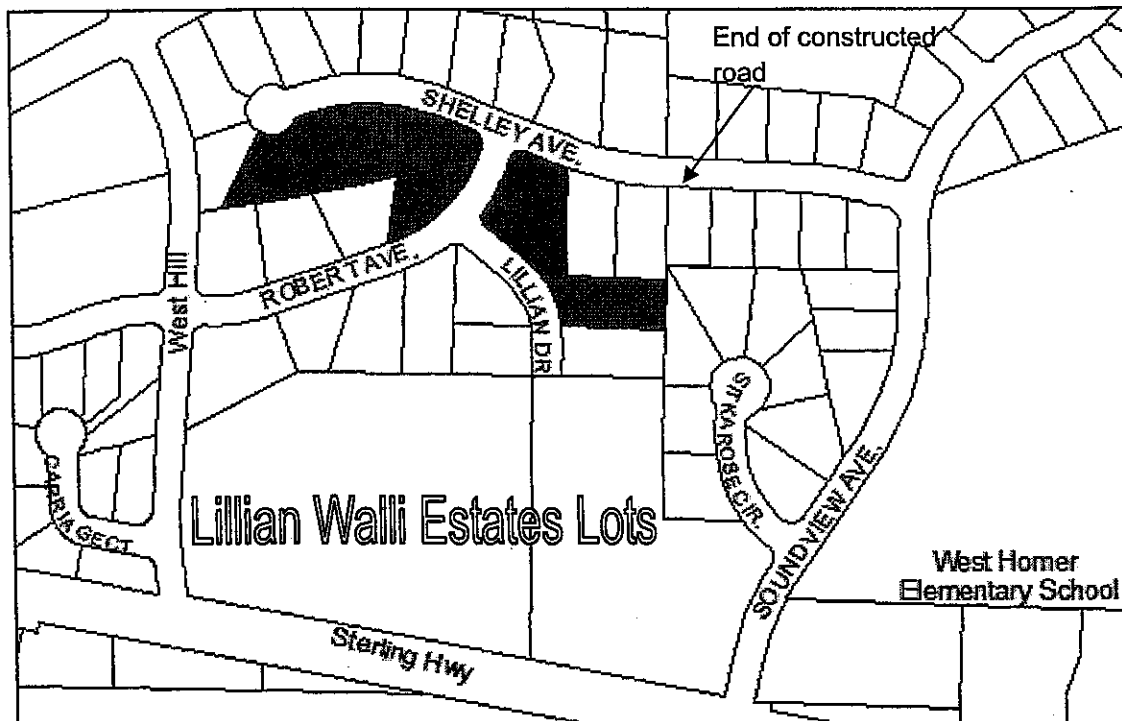
Notes: This land was deeded to the city by the original subdivider. However, there is a plat note restricting the use of the park to residents within the subdivision. Historically the city has not wanted to provide any services to a park that is not explicitly open to the public. The solution is for each property owner in the subdivision to quitclaim deed their interest in the subdivision park, so the City has clear title.

History:

Resolution 2004-24A, Land Allocation Plan

Resolution 2007-03 Emerald Park Master Plan

Finance Dept. Code:



Designated Use: Public Purpose

Acquisition History: Tax foreclosure. Eight lots, KPB Ord 93-09, 93-147, and 94-2(A)

Area: East lot is just over a third of an acre.
Total Acreage: 3.02 acres.

Parcel Number: 175241-10-12, 26-30

2006 Assessed Value: \$7,800-\$8,400 per lot. Total: \$56,000

Legal Description: HM0880016 T06S R14W S24 LILLIAN WALLI ESTATE SUB LOT 60, 65, 66, 67, 70, 57, 58, 59.

Zoning: Rural Residential

Wetlands: All lots mapped as potential wetlands

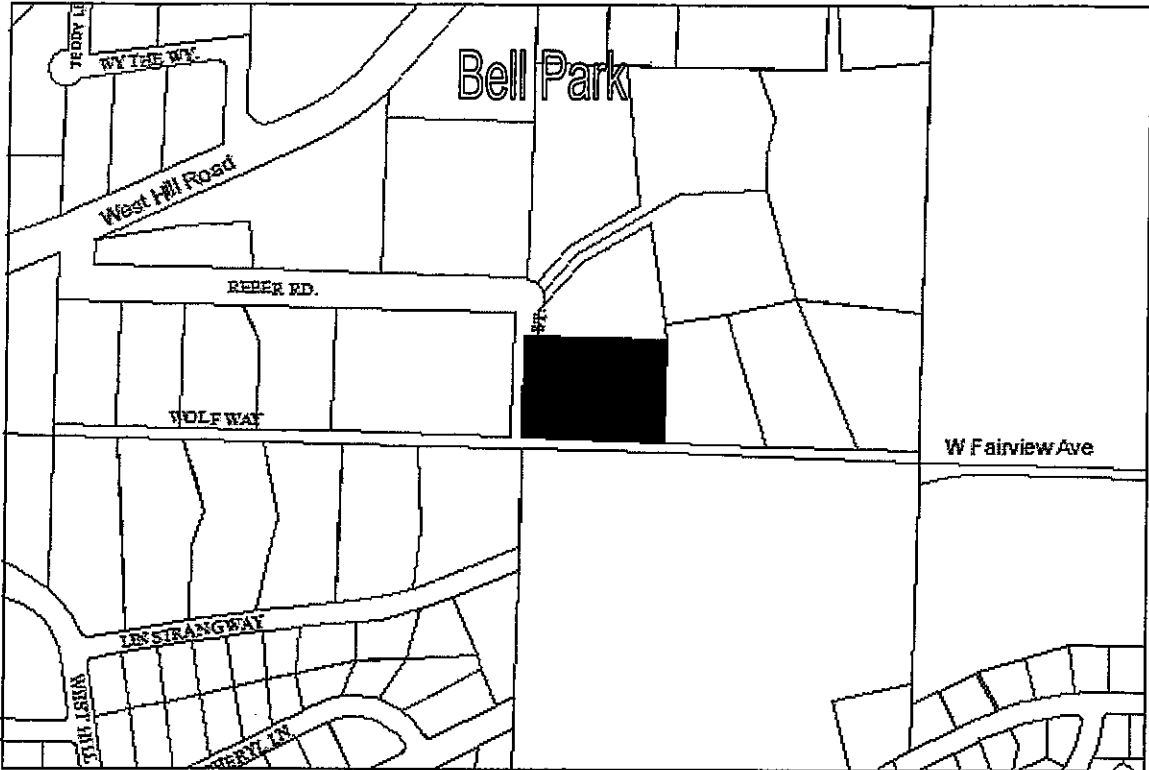
Infrastructure: No roads, water or sewer immediately adjacent to these lots.

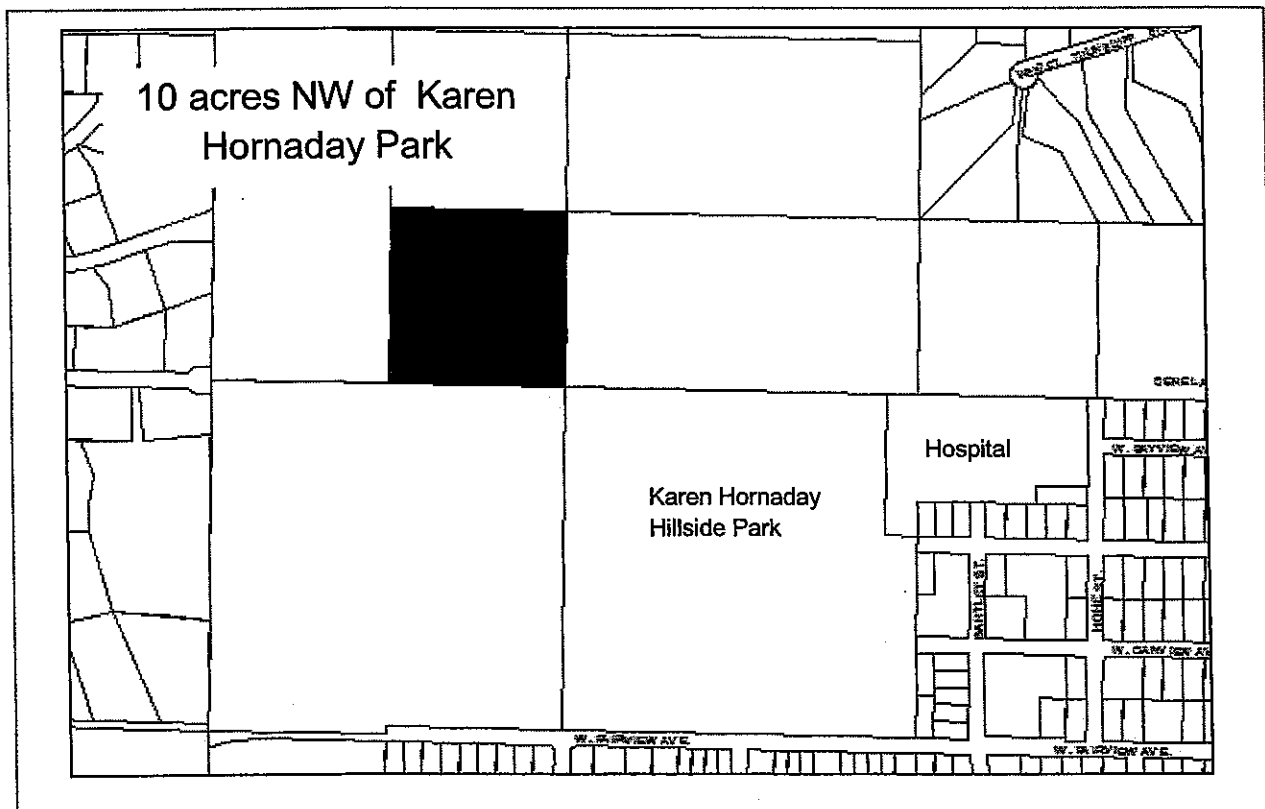
Notes: Resolution 2004-24A: The Council directed staff to work with Parks and Recreation to identify a lot to keep as a park.

Resolution 2012-50(S): Initiated a Special Assessment District to develop the subdivision. This process began in fall 2012.

These lots were previously assessed for the Sterling Highway Sewer line.

Finance Dept. Code: 392.0005

	
Designated Use: W.R.Bell Public Park.	
Acquisition History: Gifted by Daughter, Dene and Husband Edward Reber 8/20/1970	
Area: 2.75 acres	Parcel Number: 17524006
2009 Assessed Value: \$81,800	
Legal Description: HM0700402 T06S R13W S18 TRACT E W R BELL SUB	
Zoning: Rural Residential	Wetlands: Drainages on lot.
Infrastructure: Gravel road access. Rough trails across property.	
<p>Notes: Park contains the gravesite of W.R. Bell. It can be expected that the land to the south will be come a housing development. Some homes will be accessed from W Fairview Ave.</p> <p>2009: Completion of Reber Trail, with HART funds and a state trails grant.</p>	
Finance Dept. Code:	



Designated Use: Retain for a future park Resolution 2011-37(A)

Acquisition History:

Area: 10 acres

Parcel Number: 17504003

2009 Assessed Value: \$64,300*

Legal Description: T6S R13W Sec 18 SE1/4 NE1/4 SW1/4

Zoning: Rural Residential

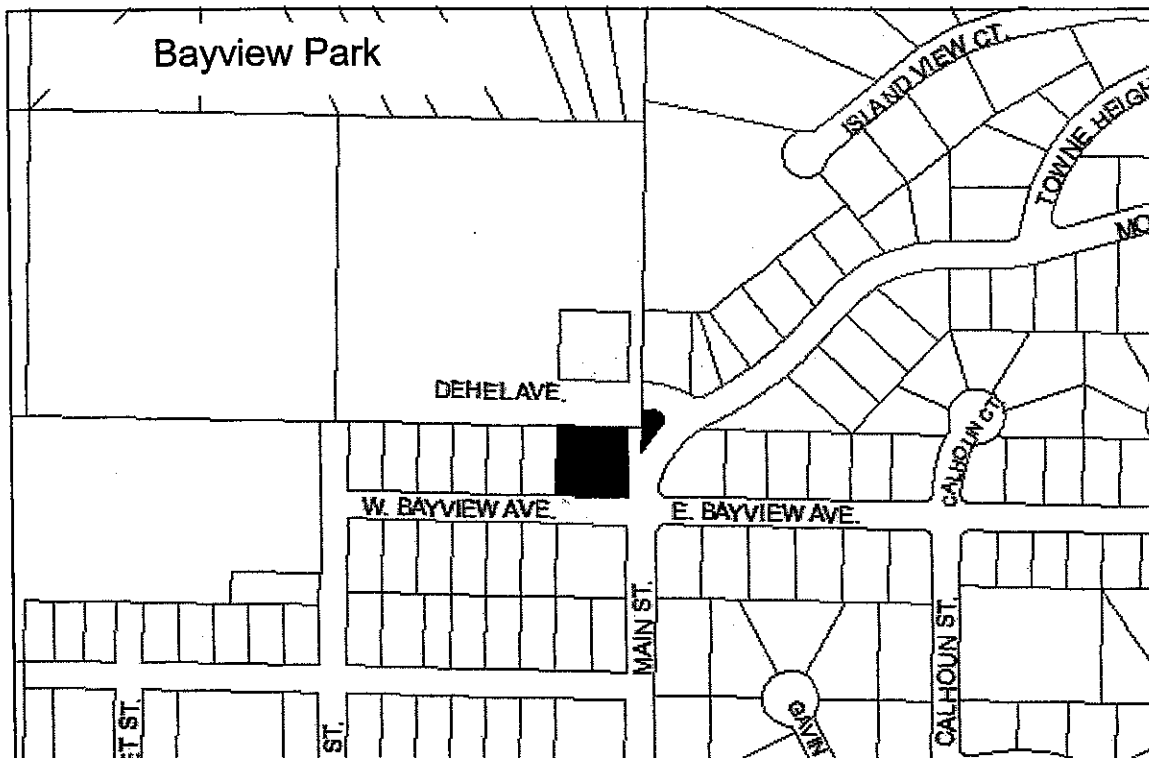
Wetlands: Drainages and wetlands may be present

Infrastructure: None. No access.

Notes: *2007—Land could not be appraised due to lack of legal access.

Finance Dept. Code:

Designated Use: Public Recreational Purpose/Karen Hornaday Hillside Park Acquisition History: Homer Fair Association, Deed 8/1966 with covenants	
Area: 38.5 acres	Parcel Number: 17504023
2009 Assessed Value: \$382,200 (Land \$263,500 Structure \$118,600)	
Legal Description: HM0980004 T06S R13W S18 THAT PORTION OF SW1/4 SE1/4 EXCLUDING SOUTH PENINSULA HOSPITAL SUB 2008 Addn	
Zoning: Open Space Recreation	Wetlands: Some drainages
Infrastructure: Water, sewer and road access	
Notes: Campground, ball fields, day use picnic and playground area. Resolution 09-59(A) adopted the park master plan.	
Finance Dept. Code: 175.0003 (driveway, parking), 175.0007 (campground)	



Designated Use: Public Purpose/Bayview Park/Water tank access

Acquisition History: Large lots: Klemetsen Warranty Deed 5/8/67. Water tank access and part of Bayview Park. FINISH

Area: 0.58 acres total

Parcel Number: 175051 07, 08
17726038, 17727049

2006 Assessed Value: \$91,700 total

Legal Description: 17505107: HM0562936 T06S R13W S18 TRACT A FAIRVIEW SUB LOT 2
17505108: HM0562936 T06S R13W S18 TRACT A FAIRVIEW SUB LOT 1
17726038: HM0760026 T06S R13W S17 KAPINGEN SUB UNIT 3 PARK RESERVE
17727049: HM0770065 T06S R13W S17 ISLAND VIEW SUB PARK

Zoning: Rural Residential

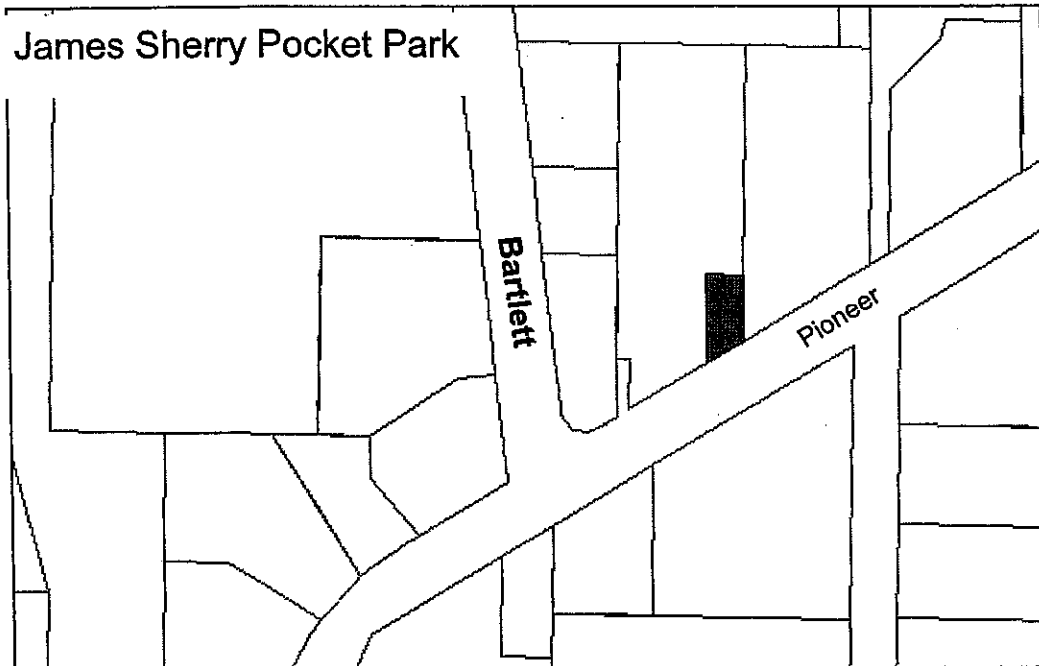
Wetlands: N/A

Infrastructure: Paved road access

Notes:

Finance Dept. Code:

Designated Use: ROW and Woodard Park Acquisition History: ROW: Purchased for Harrington Heights LID, Ord 2000-13(S) 7/2000. Woodard Park: Tax Foreclosure (Harry Gregoire), Park designation enacted in Reso 04-53	
Area: ROW 0.85 acres Woodard Park: .025 acres	Parcel Number: 17513329 17513328
2006 Assessed Value: ROW: \$61,400, Park: \$36,200	
Legal Description: ROW: HM0860044 T06S R13W S19 BUNNELL'S SUB NO 17 LOT 12-A Woodard Park: HM0860044 T06S R13W S19 BUNNELL'S SUB NO 17 LOT 11-B	
Zoning: Residential Office	Wetlands: Woodard Creek and wetlands present
Infrastructure: Paved access on Bartlett. Part of completed Spruceview Road LID. Water and sewer present.	
Notes:	
Finance Dept. Code: ROW: 500.0051 Park:	



Designated Use: Retain for use as public park or parking
Acquisition History: Ord 83-01 (KPB)

Area: 0.06 acres or 2,766 sq ft

Parcel Number: 17514235

2009 Assessed Value: \$41,200

Legal Description: T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2007124 BUNNELLS SUB NO 21 LOT 37F-1

Zoning: Central Business District

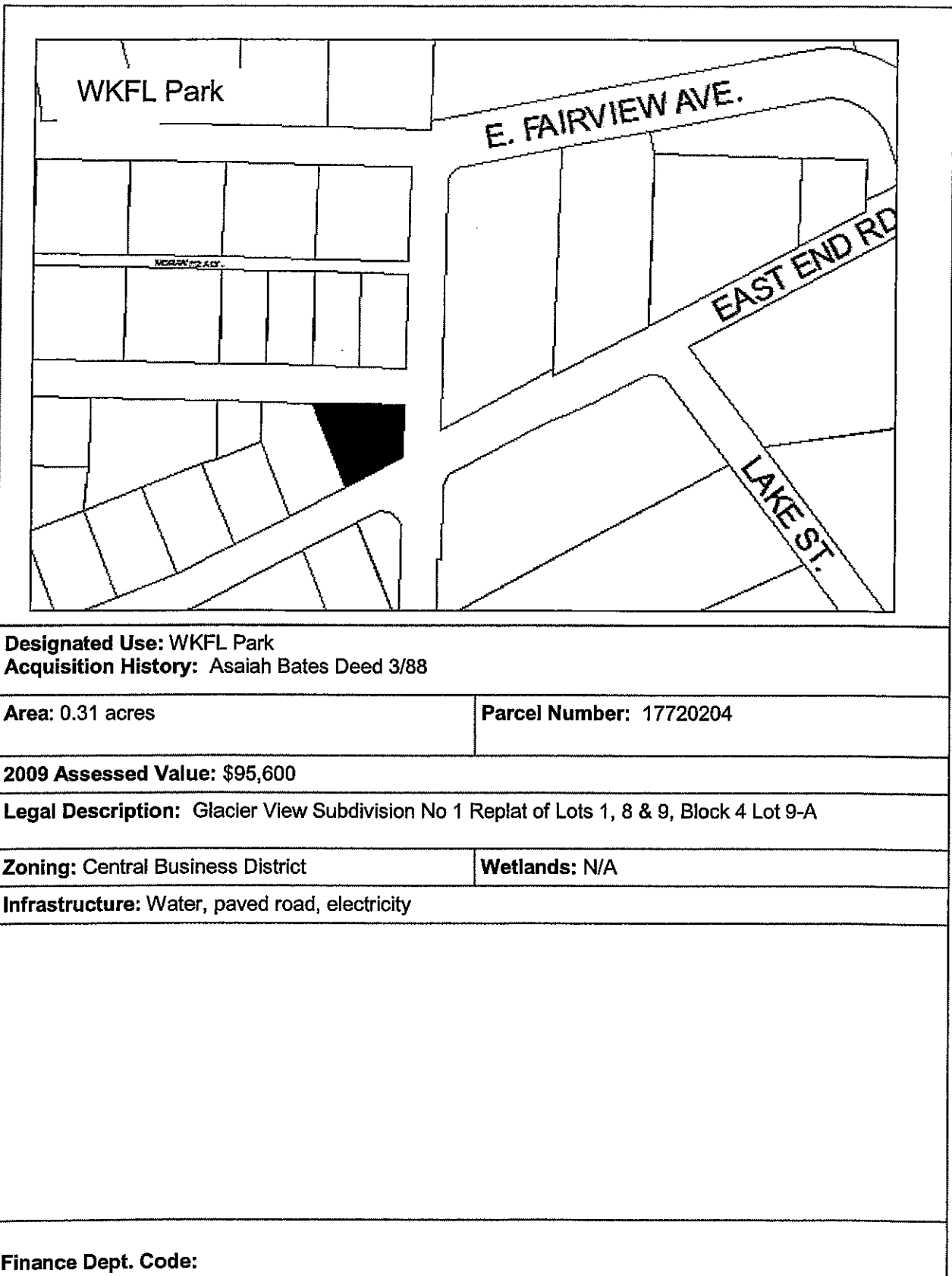
Wetlands: Ditch across property

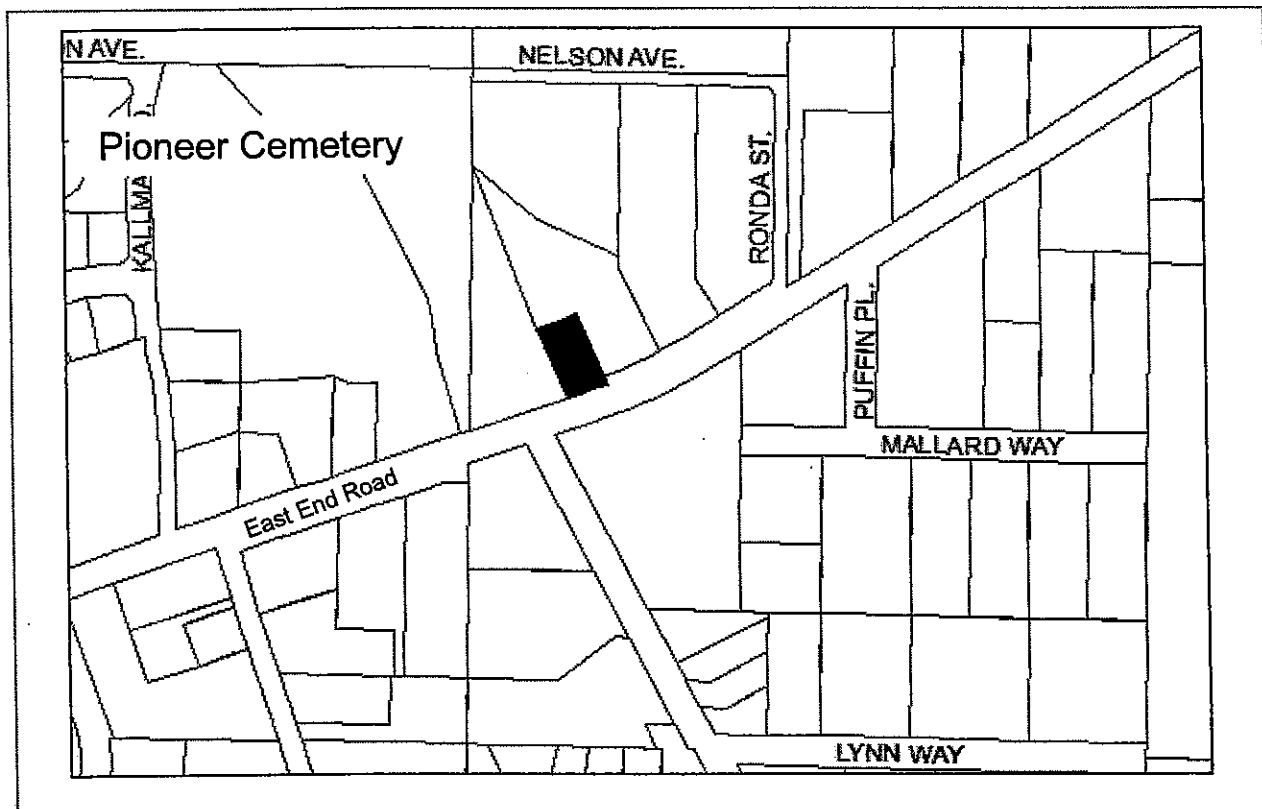
Infrastructure: Water and Sewer, paved sidewalk

Notes:

HEA/phone company utility infrastructure on lot—big green boxes.

Finance Dept. Code:





Designated Use: Pioneer Cemetery

Acquisition History: Quitclaim Deed Nelson 4/27/66

Area: 0.28 acres

Parcel Number: 17903007

2009 Assessed Value: \$26,400

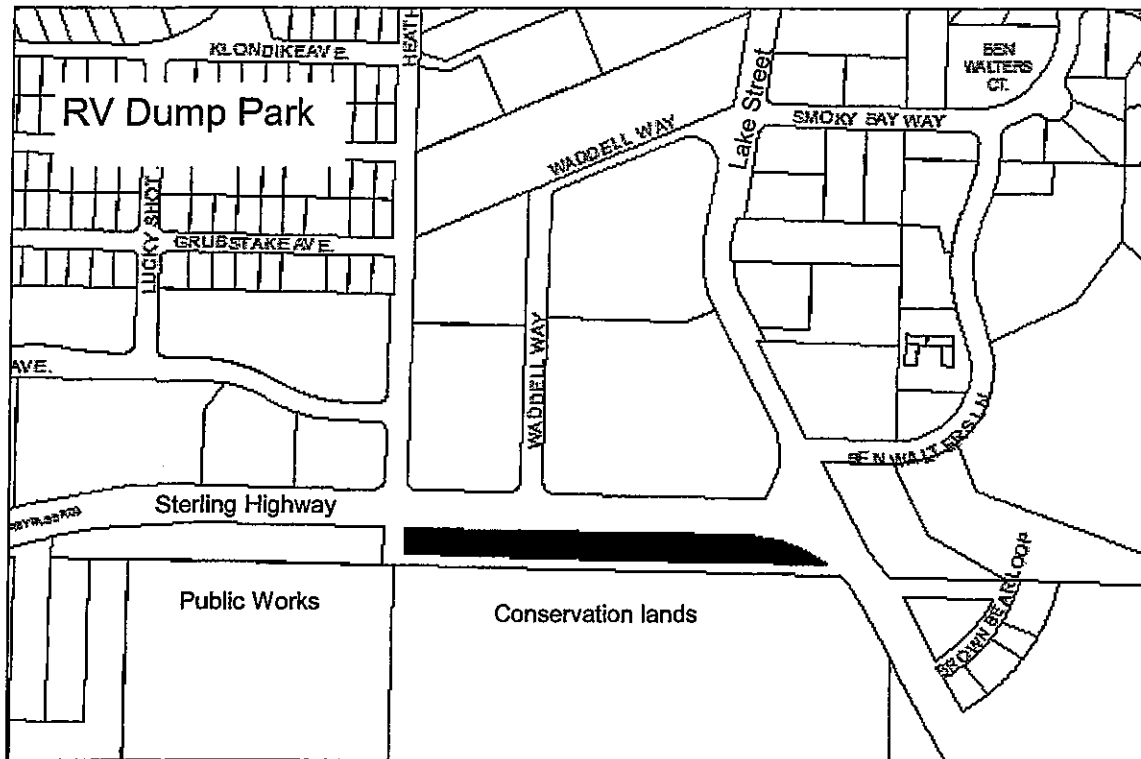
Legal Description: James Waddell Survey of Tract 4 Lot 4A

Zoning: Residential Office

Wetlands: N/A

Infrastructure: Paved Road

Finance Dept. Code:



Designated Use: RV Water/Dump station

Acquisition History: Deed states "Waddell Park Tract"

Area: 1.73 acres

Parcel Number: 17712014

2009 Assessed Value: \$215,800

Legal Description: Waddell Subdivision, portion S of Homer Bypass Road

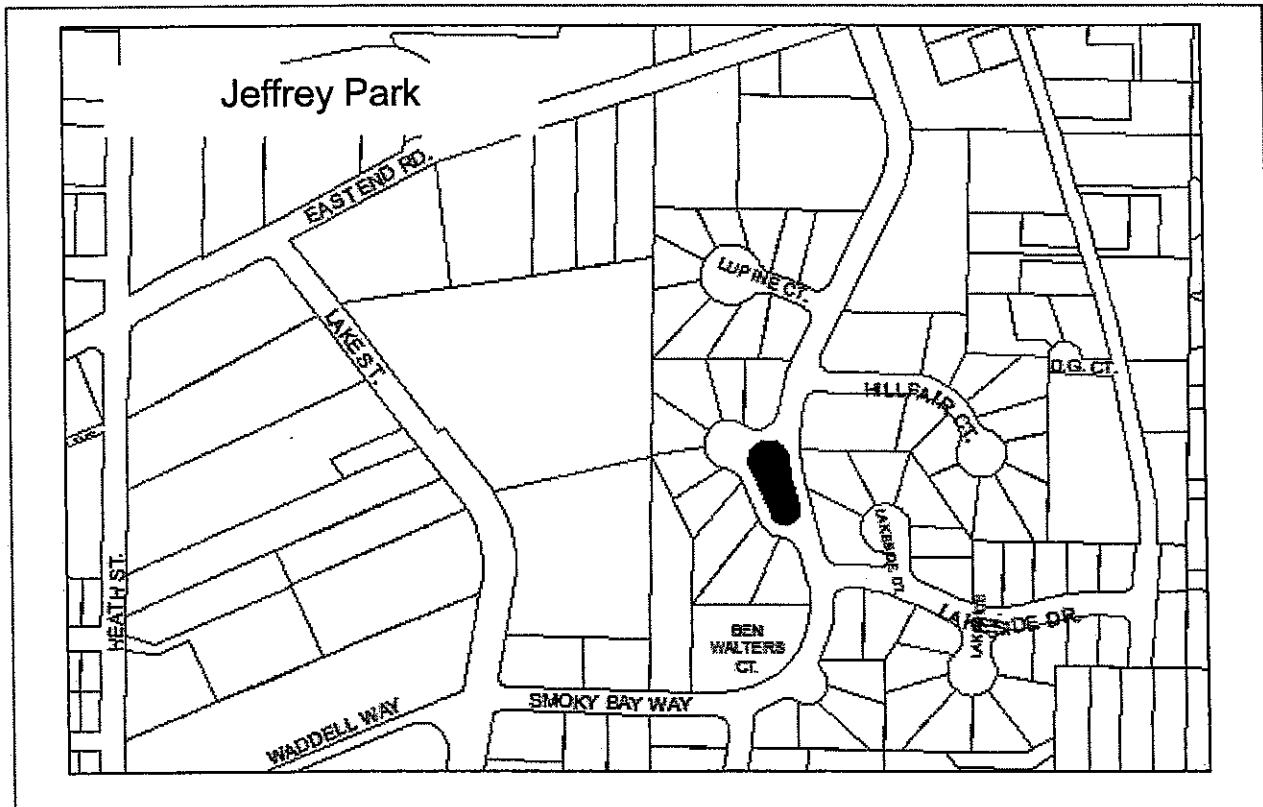
Zoning: Central Business District

Wetlands:

Infrastructure: Water, Sewer, gravel/paved access

Notes:

Finance Dept. Code:



Designated Use: Public Purpose/Greenbelt/Jeffrey Park

Acquisition History: Ordinance 83-27 (KPB)

Area: 0.38 acres

Parcel Number: 17730251

2009 Assessed Value: \$41,900

Legal Description: Lakeside Village Amended Jeffrey Park

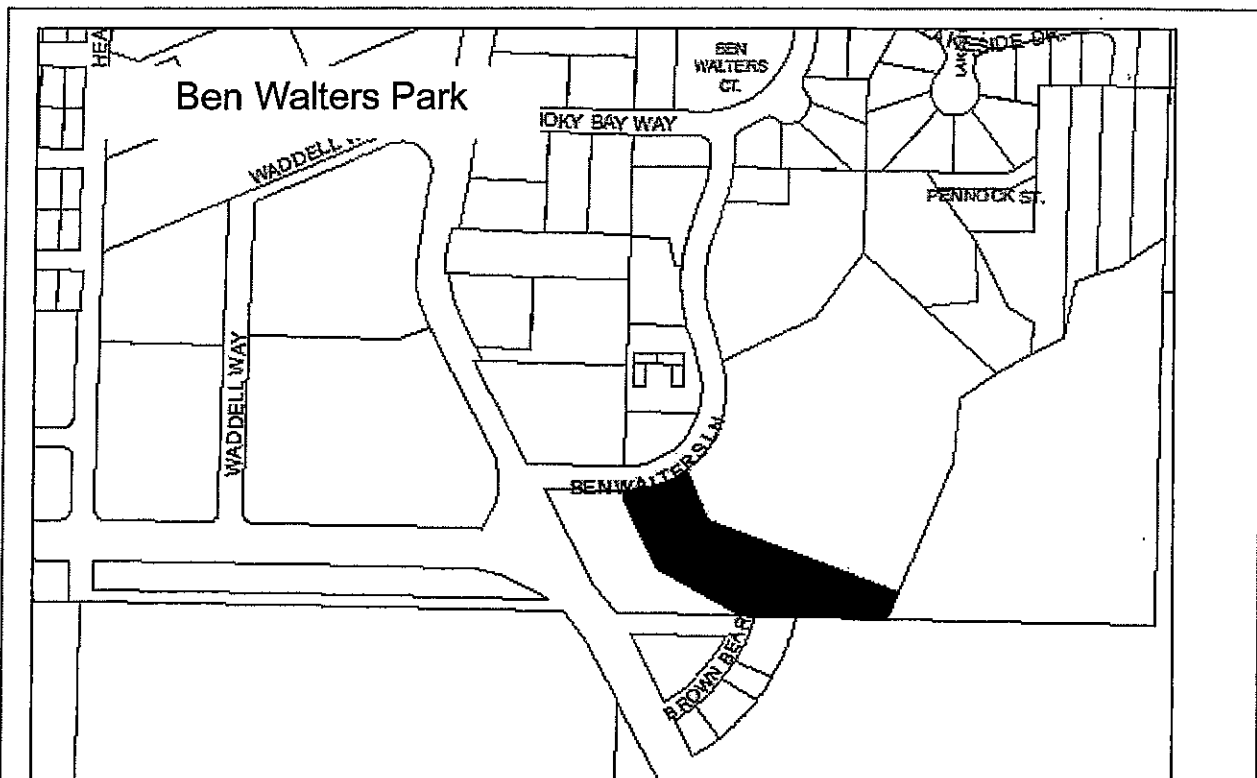
Zoning: Urban Residential

Wetlands:

Infrastructure: Paved Road, water, sewer

Notes: Neighborhood park. Grass and new swing sets installed in 2005. Fill brought in to the park to raise the ground level and deal with drainage issues in 2007.

Finance Dept. Code:



Designated Use: Ben Walters Park. Public park or greenbelt per deed.

Acquisition History: Reso 83-22(S) Neal Deed 5/4/83. Donated. Deed amended 6/1/83.

Area: 2.48 acres

Parcel Number: 17712022

2009 Assessed Value: \$435,200 (Land \$386,100, Structure \$49,100)

Legal Description: Lakeside Village Park Addition Replat Lot 1A-2

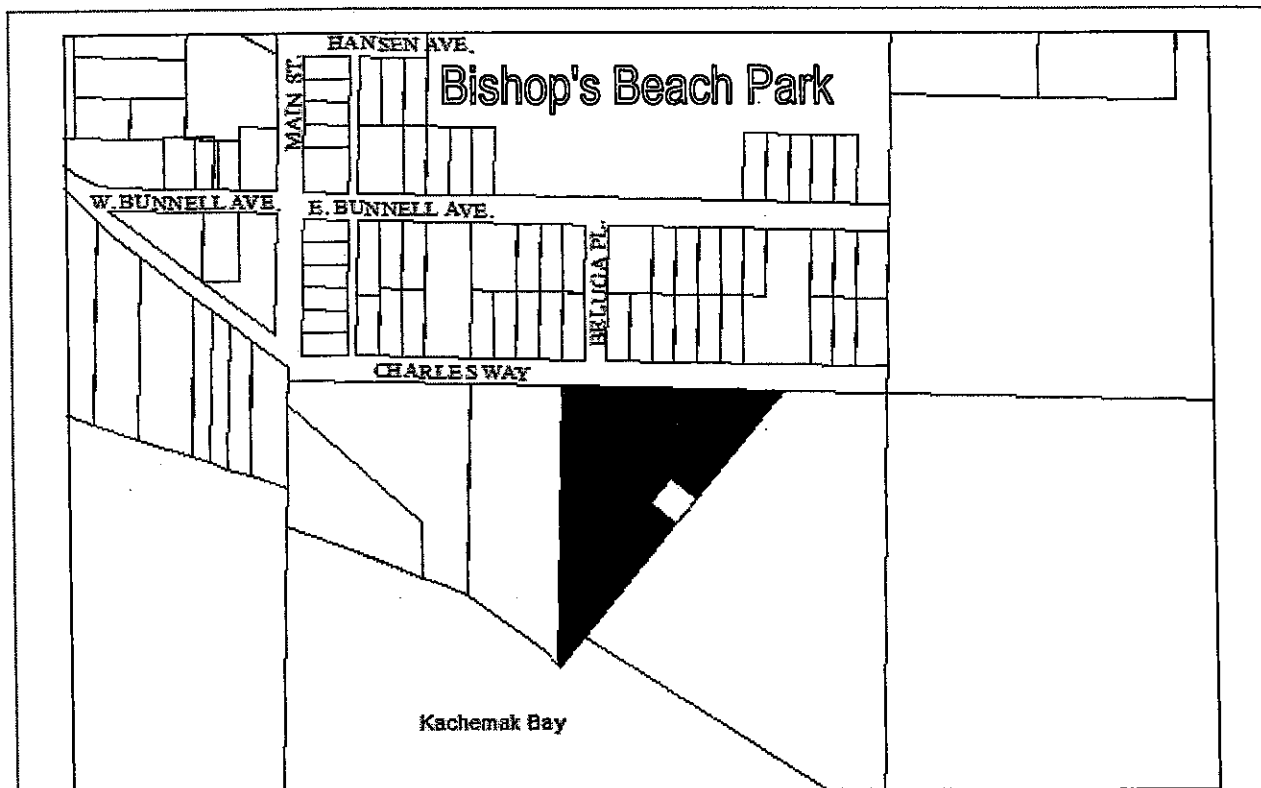
Zoning: Central Business District

Wetlands: 3664 Ben Walters Lane

Infrastructure: Paved Road, water and sewer. Public restrooms, covered fire pit, lake access and dock.

Notes: New swing set installed, 2008. New dock installed in 2009.

Finance Dept. Code:



Designated Use: Bishop's Beach Park

Acquisition History: McKinley Warrant Deed 1/9/1984

Area: 3.46 acres

Parcel Number: 17714010

2009 Assessed Value: \$56,600 (Land \$45,300, Structure \$11,300)

Legal Description: HM T06S R13W S20 PTN GL 2 BEGIN S 1/16 CORNER SECS 19 & 20 & NW CORNER LOT 2 TH S 89 DEG 57'30" E 600 FT ALONG N BOUND LT 2 TO POB TH S 0 DEG 2' E 391 FT TO CORNER 2 ON MHW KACHEMAK BAY TH S 59 DEG 30' E 150 FT TO CORNER 3 TH N 38 DEG 0' E

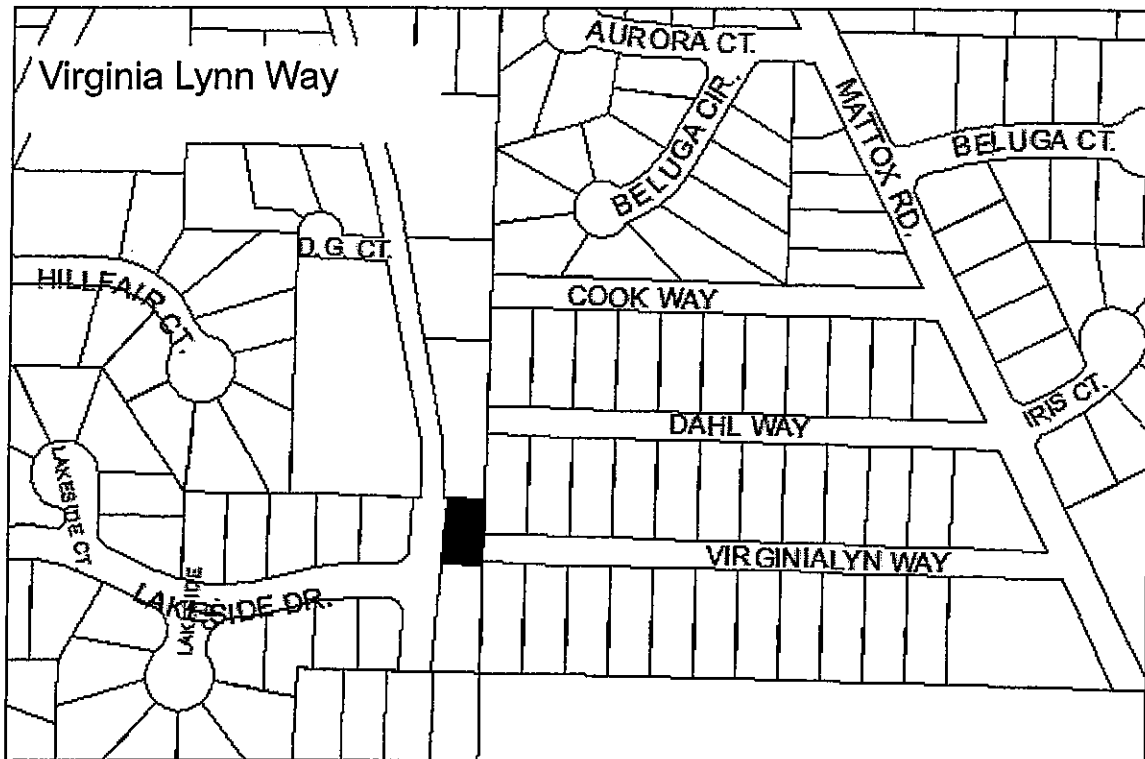
Zoning: Central Business District

Wetlands: Some wetlands (along boardwalk).
Flood hazard area.

Infrastructure: Paved road access. No water or sewer. City maintained outhouses.

Notes:

Finance Dept. Code:



Designated Use: Public use easement for Virginia Lynn Way, public park

Acquisition History: Quit Claim Deed from NBA 1/4/83

Area: 0.21 acres

Parcel Number: 17730239

2006 Assessed Value: \$22,800

Legal Description: T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840005 LAKESIDE VILLAGE SUB AMENDED LOT 2 BLK 4

Zoning: Urban Residential

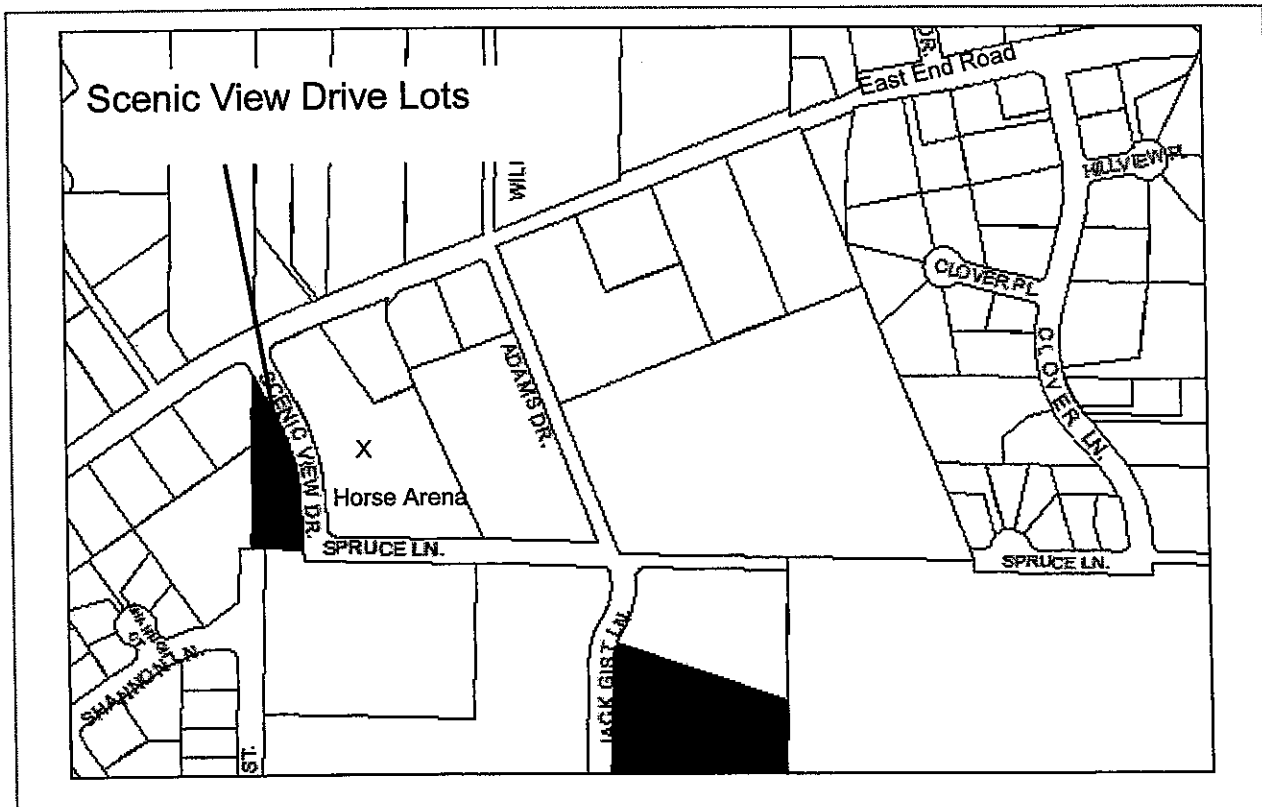
Wetlands: possibly on a small portion

Infrastructure: Road access

Notes: This lot has a public use easement granted by the plat. This lot will likely be needed in the future to connect Virginia Lynn Way, because the adjacent lots are not wetlands and are developable. Access to Mattox Road is not known at this time; the ground drops and becomes very swampy.

Resolution 09-33: Dedicate road access for Virginia Lynn Way, across Lot 2 Block 4 Lakeside Village Subdivision Amended. Hold the remainder of the lot for use as a public neighborhood park. In 2009 the City retained a surveyor to work on this issue. 2010: professional opinion was given that no right of way dedication is required, however, a legal opinion may be sought to determine city liability outside a dedicated right of way, Spruceview Ave is a similar situation: a roadway is constructed across a parcel, not within a right of way.

Finance Dept. Code:



Designated Use: Public Park and future Donation to Equestrian group.

Acquisition History: Donated by property owners (ord 06-34) to city as public park with relevant deed restrictions. City passed reso 06-116 to give the land to the equestrian group when the main horse park land is purchased.

Area: 0.89 acres total

Parcel Number:

2009 Assessed Value: \$43,400

Legal Description: Scenic View Subdivision No. 6 Lots 1-5

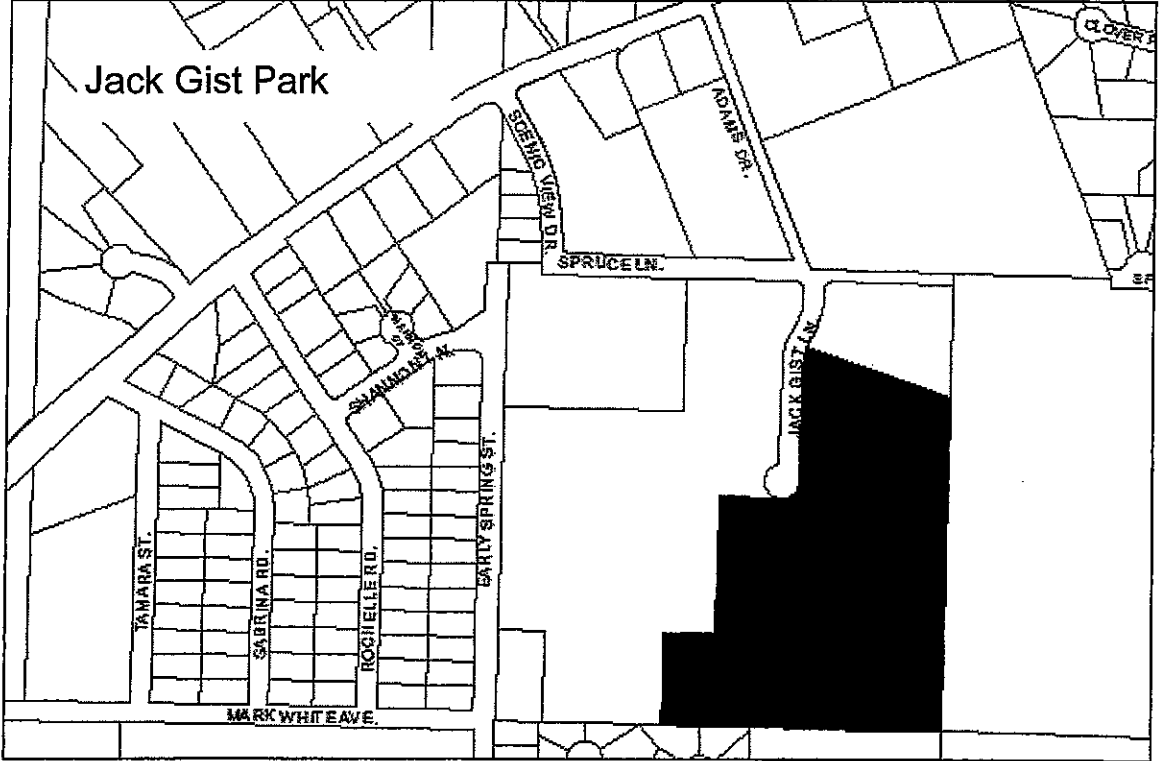
Zoning: Rural Residential

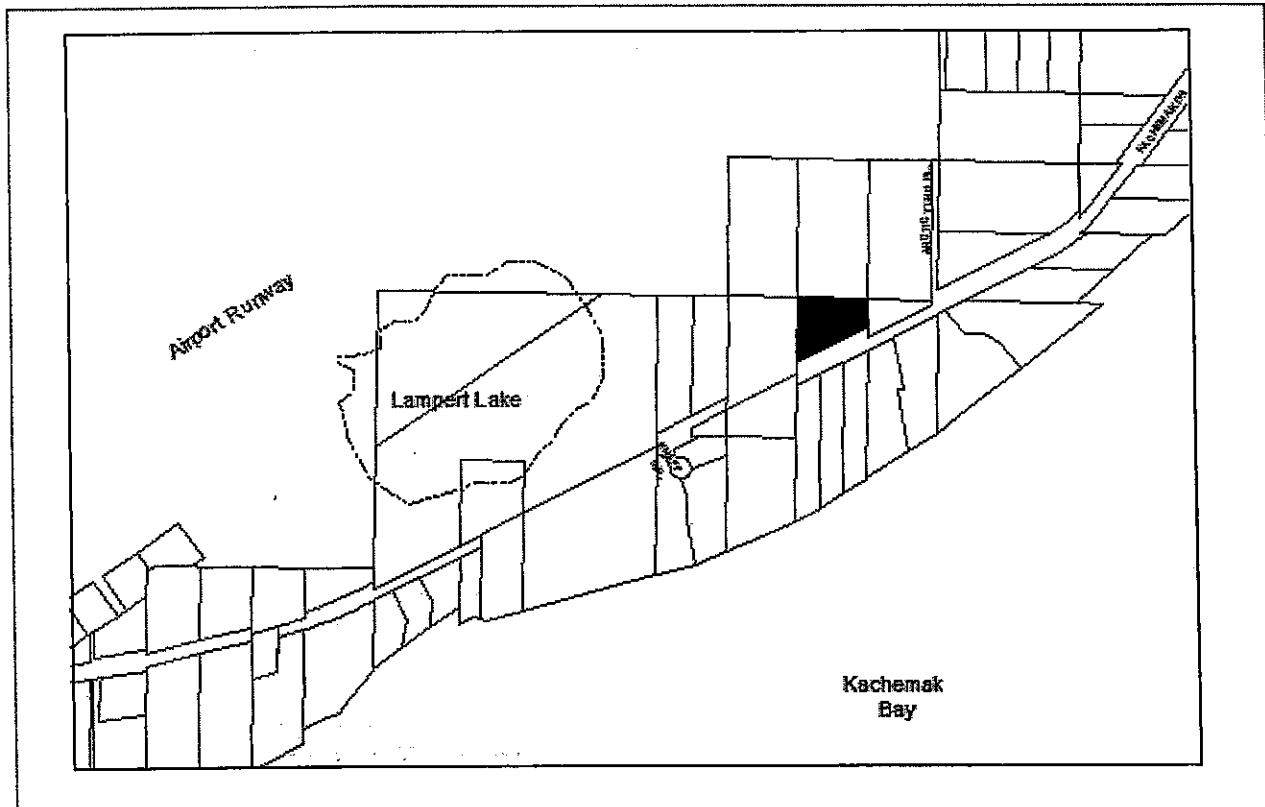
Wetlands: Yes, the back half of the lots has a creek and wetlands.

Infrastructure: Gravel road

Notes:

Finance Dept. Code:

	
Designated Use: Jack Gist Ball Park	
Acquisition History: Warranty Deed Moss 8/27/98	
Area: 14.6 acres	Parcel Number: 17901023
2009 Assessed Value: \$86,900	
Legal Description: HM0990063 T06S R13W S15 JACK GIST SUB LOT 2	
Zoning: Rural Residential	Wetlands: May be present. Site is mostly fill and old dump.
Infrastructure: Gravel road access.	
<p>Notes: Old dump site. No water or sewer to service the new ball fields. Parking lot constructed in 2006. Major funding needed to construct restrooms. 2009: ord 09-35(A) allocated \$33,000 for improvements to two ballfields.</p>	
Finance Dept. Code:	



Designated Use: Future Kachemak Drive Trail and rest area Resolution 2011-37(A)
Acquisition History: Ord 96-16(A) (KPB)

Area: 1.65 acres

Parcel Number: 17936020

2009 Assessed Value: \$10,500

Legal Description: Scenic Bay Lot 4

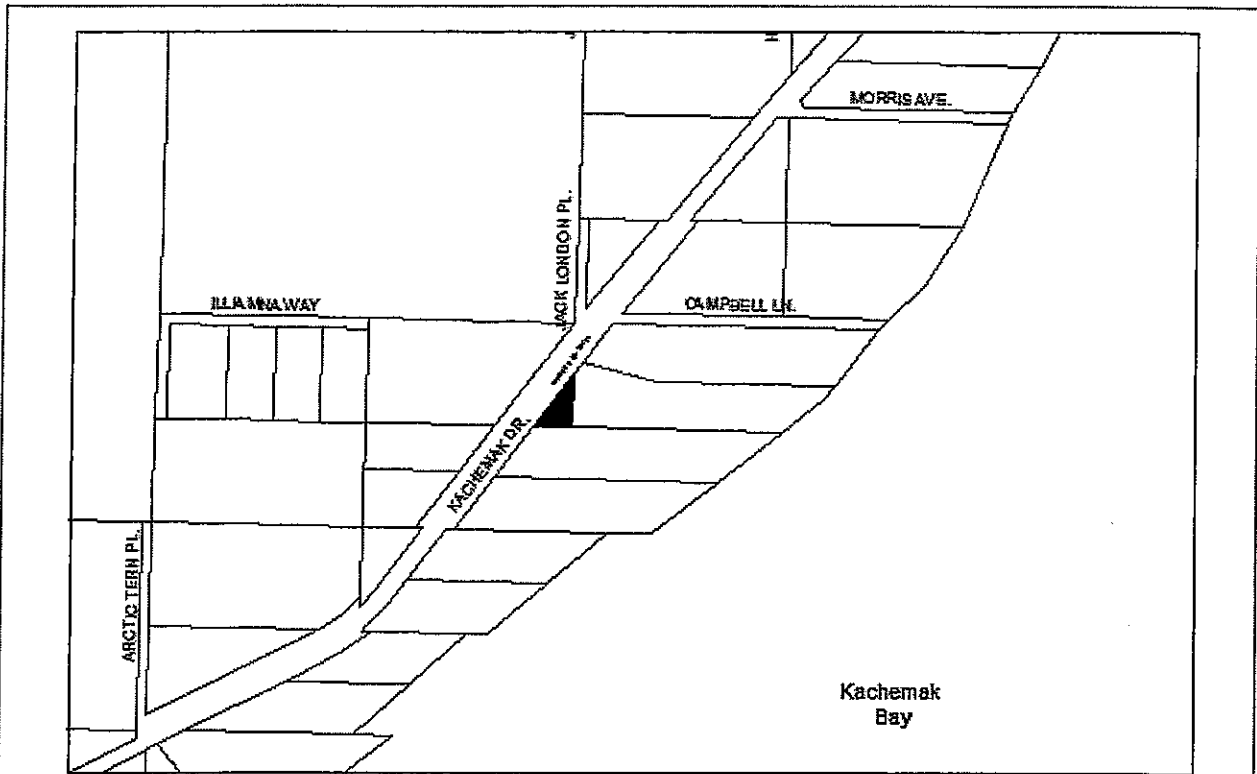
Zoning: General Commercial 2

Wetlands: 100% Wetlands

Infrastructure: Paved Road

Notes:

Finance Dept. Code:



Designated Use: Public Park/Designated Public Use

Acquisition History: Tax Foreclosure Ord 78/18

Area: 0.24 acres

Parcel Number: 17915003

2009 Assessed Value: \$18,200

Legal Description: That Portion of Govt Lot 3 Lying southwesterly of Kachemak Drive, T6S R13W S23

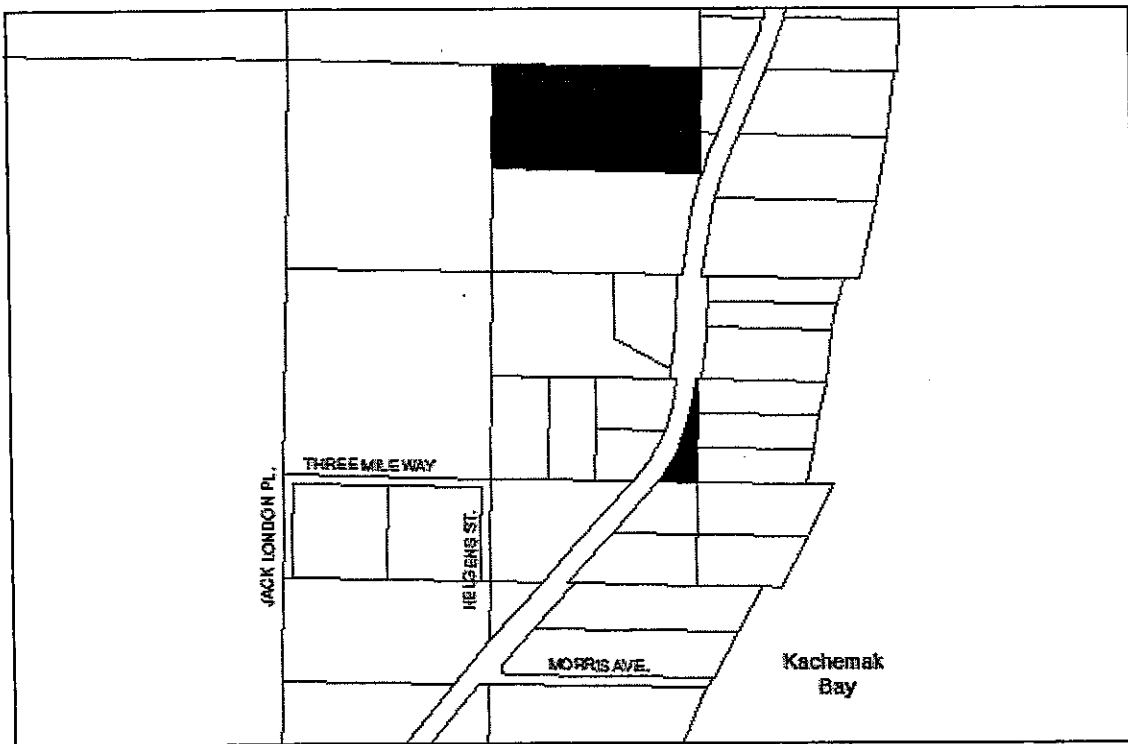
Zoning: Rural Residential

Wetlands: No wetlands

Infrastructure: Paved road access

Notes: Limited developable area due to setback requirements from Kachemak Dr.

Finance Dept. Code:



Designated Use: Future Kachemak Drive Trail and rest areas. Resolution 11-37(A)

Acquisition History: No history for Gov't Lot 36. Lot 1: Ordinance 97-06(S) KPB

Area: Gov't Lot 36: 5 acres
Harry Feyer Subdivision Lot 1: 0.39 acres

Parcel Number: 17910001, 17911005

2009 Assessed Value: \$72,300 (lot 36), \$23,800 (lot 1)

Legal Description: Government Lot 36 HM T06S R13W S14, Harry Feyer Subdivision Lot 1

Zoning: Rural Residential

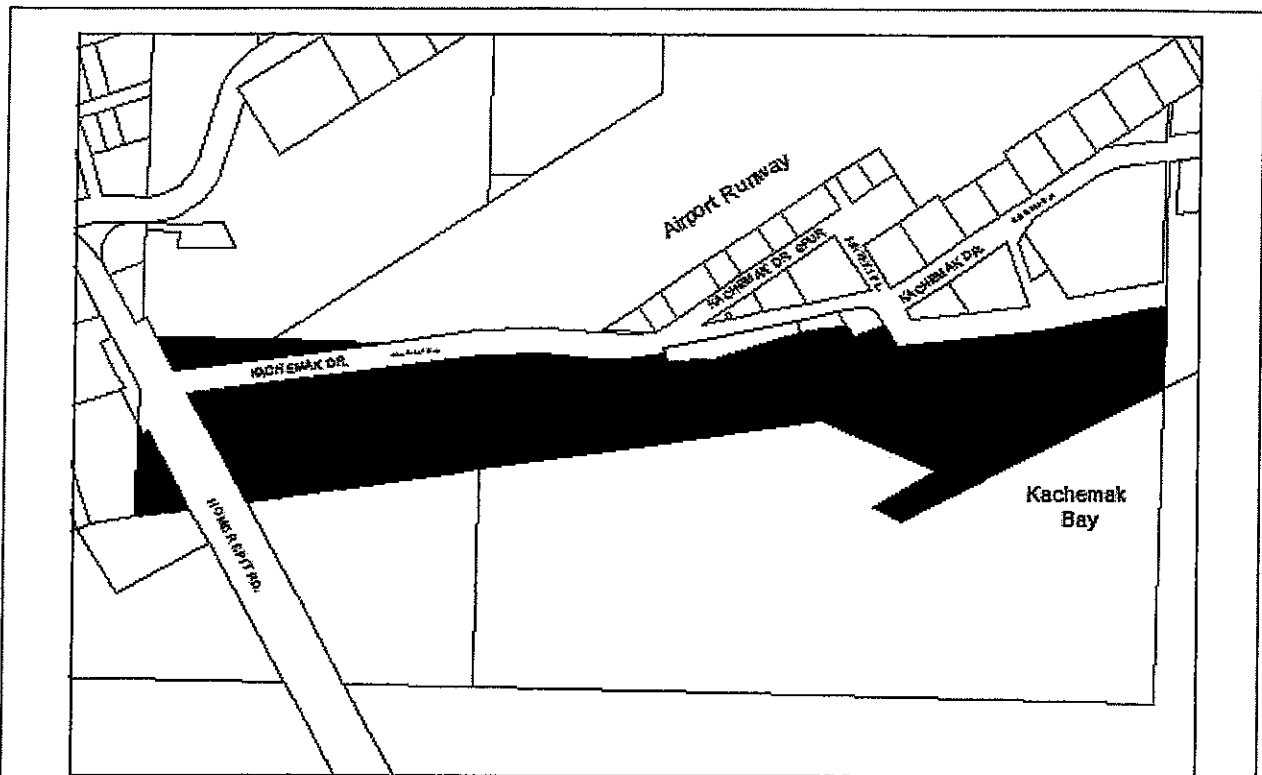
Wetlands: Lot 36 is wetland. Lot 1 is not.

Infrastructure: Paved Road access, power.

Notes: Access to Gov't lot 36 is by public access easement rather than dedicated Right of Way. Future development of this lot would need to address any access concerns.

Lot 1 is a sliver of land left over after the dedication of Kachemak Drive. Currently, two driveways cross the property to reach the homes to the west. The majority of this lot has an access easement across it, so there is only a portion of land that could be used for a structure. Further, Kachemak Drive is only 60 feet wide at this point instead of the usual 100 ft width.

Finance Dept. Code:



Designated Use: Lots 13: undesignated. Spit Trailhead. Lot 14: Undesignated. Lot 3: Tidelands/public access/recreational

Acquisition History: Lot 13: ? Lot 14: ? Lot 3: Deed 4/98

Area: 35.16 acres

Parcel Number: 18101030, 18101032, 17940107

2009 Assessed Value: \$292,300

Legal Description: Government Lots 13 and 14, excluding Homer Spit Road and Kachemak Drive. Gov't lot 3, South of Airport lease lands Blocks 300 and 400. T6S R13W S22

Zoning: General Commercial 1, west of Homer Spit Road. General Commercial 2, east of Homer Spit Road

Wetlands: Coastal wetlands. Designated critical habitat. Flood Hazard area.

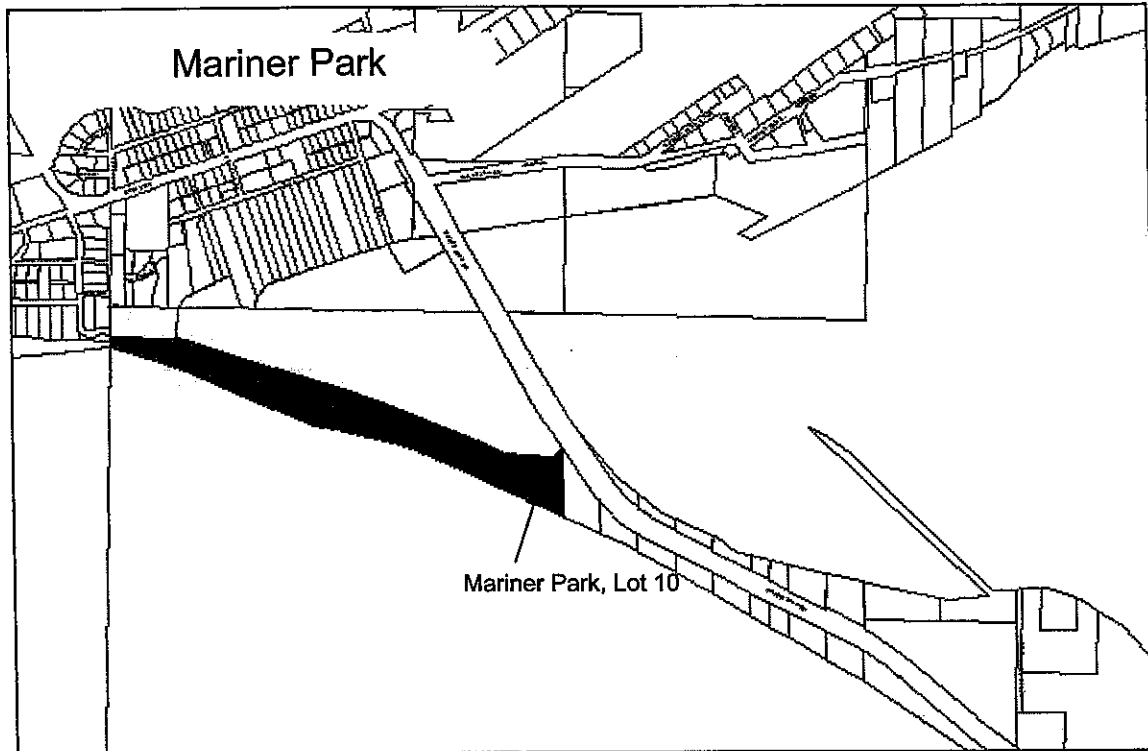
Infrastructure: Water, sewer and paved road access

Notes: Spit trailhead parking lot expanded in 2009.

Mariner Park and Mud Bay were nominated by the City as Western Hemisphere Shorebird Reserve Sites in 1994 ("whissern"). They are recognized as sites of international importance. <http://www.whsrn.org/>

See also section C page 9.

Finance Dept. Code:



Designated Use: Undesignated

Acquisition History: Lot 10: Simmons purchase, 1983. Other are EVOS purchases.

Area: 32.32 acres

Parcel Number: 18101002-07

2009 Assessed Value: \$144,700

Legal Description: T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOTS 10-15

Zoning: Open Space Recreation

Wetlands: Tidal

Infrastructure: No infrastructure

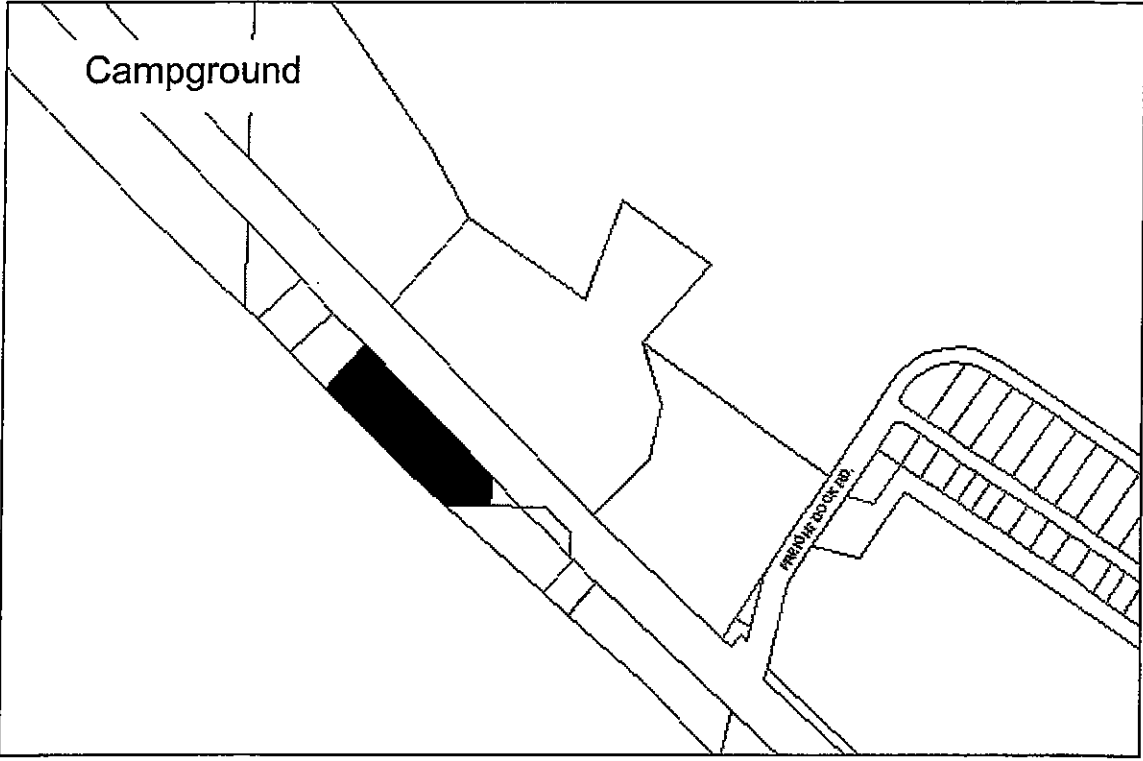
Notes: Acquisition of Lots 11-145 should be researched to see how they were acquired.

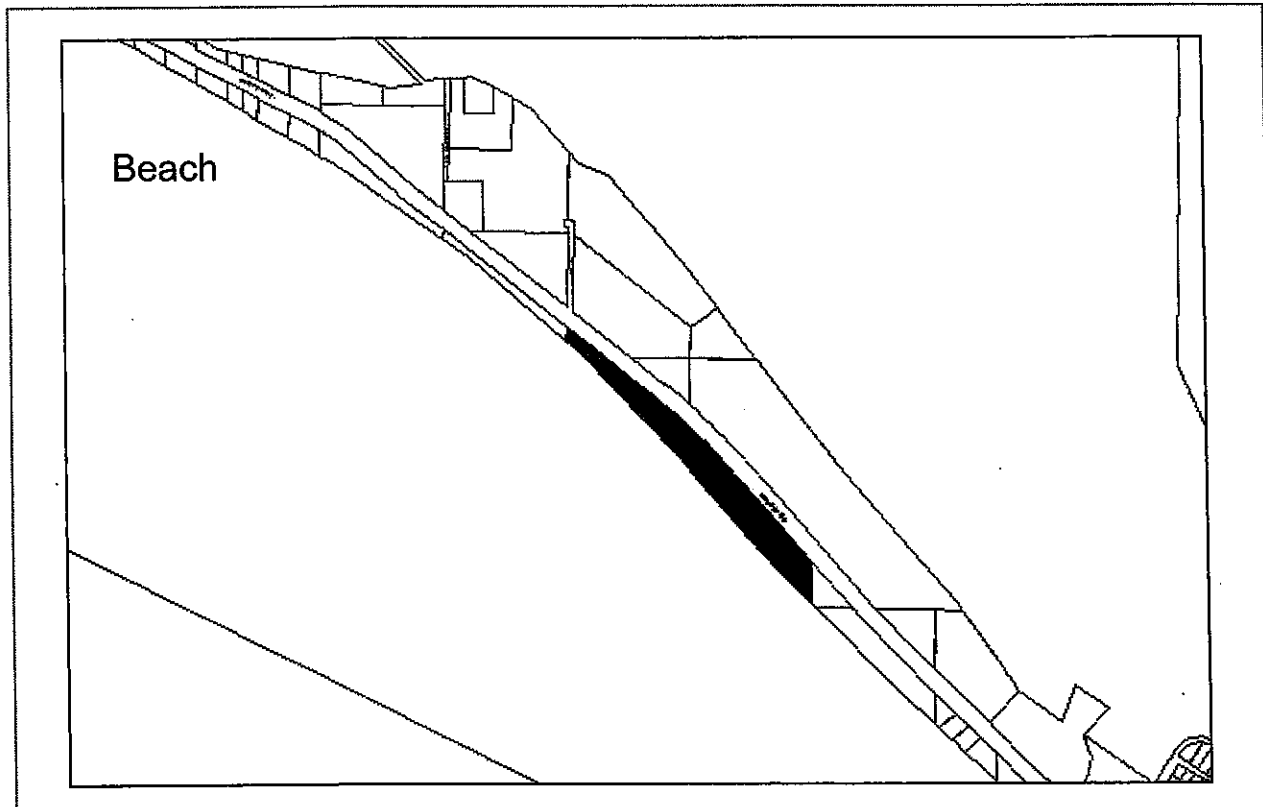
Mariner Park is not a designated Park. Part of the park facilities are located in the lot to the north.

Mariner Park and Mud Bay were nominated by the City as Western Hemisphere Shorebird Reserve Sites in 1994 ("whissern"). They are recognized as sites of international importance. <http://www.whsrn.org/>

2012 mariner Park driveway was relocated to the north.

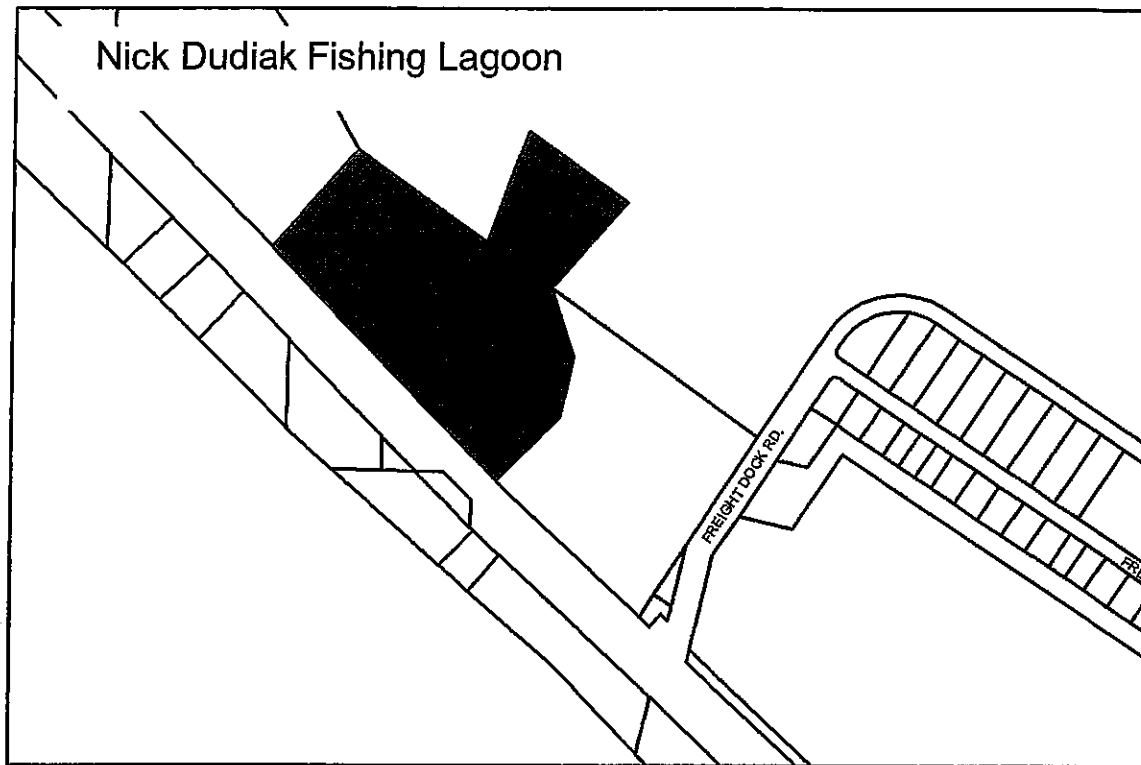
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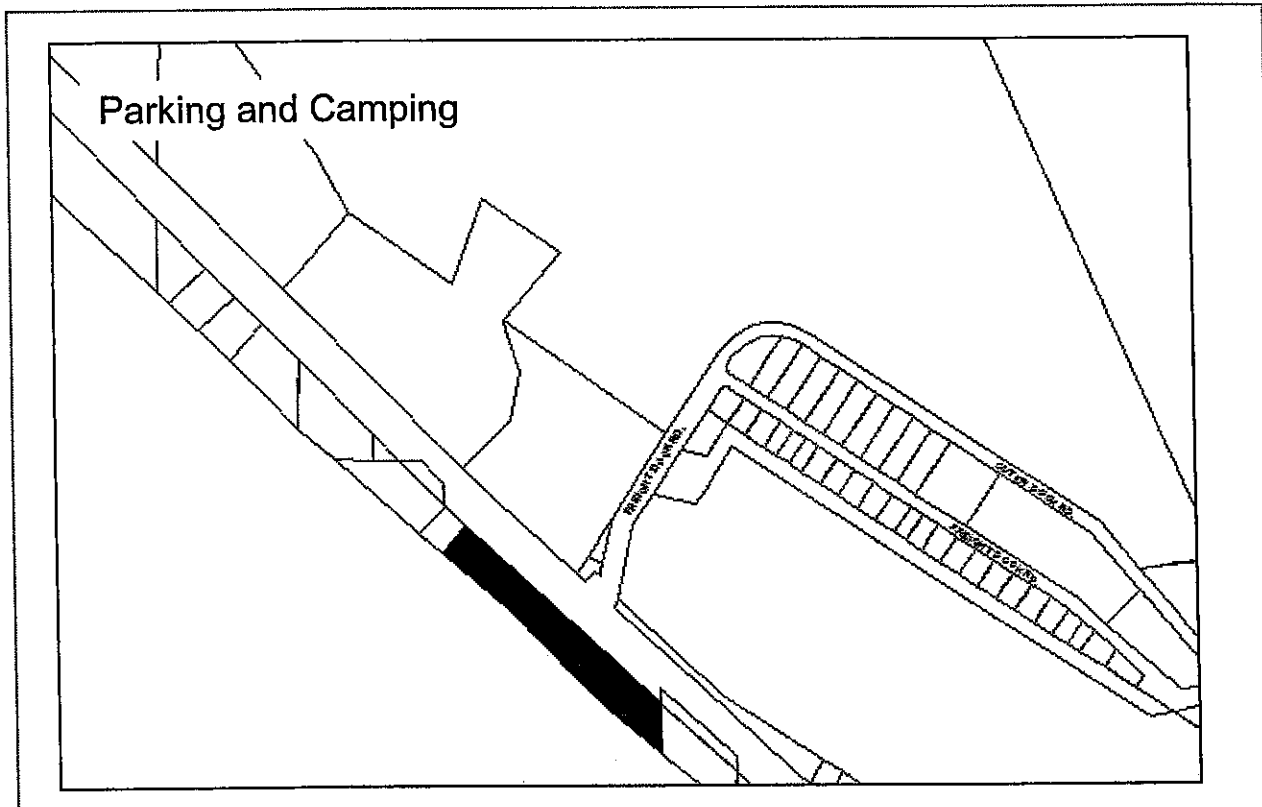
	
Designated Use: Camping Acquisition History:	
Area: 3.92 acres (2.1 and 1.82 acres)	Parcel Number: 18103101, 02
2009 Assessed Value: \$580,000 (Includes value of the campground office)	
Legal Description: Homer Spit Subdivision Amended Lot 2, and that portion of Government Lot 14 lying south of the Homer Spit Road T6S R13W S35	
Zoning: Lot 2: Open Space Recreation. Lot 14: Marine Industrial	
Infrastructure: Paved road, water and sewer	
Notes: At most, 1/3 of the land is above the high tide line. The rest is beach or underwater.	
Finance Dept. Code:	

**Designated Use:** Public Use/ Open Space Recreation**Acquisition History:** Ord 90-26 (KPB). Lot 6: EVOS purchase**Area:** 23 acres**Parcel Number:** 181030 02, 04, 06 18102011**2009 Assessed Value:** \$262,200**Legal Description:** T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 1,2, Sec 34 Lot 1, lot 6 SW of Sterling Hwy Sec 27**Zoning:** Marine Industrial. Lot 6: Open Space Rec**Wetlands:** Tidal**Infrastructure:** Paved Road access**Notes:**

Acquisition history of lot 6 should be researched.

Finance Dept. Code:

**Designated Use:** Fishing Lagoon**Acquisition History:** Ord 83-26 Purchase from World Seafood**Area:** 17.71 acres**Parcel Number:** 18103116**2009 Assessed Value:** \$2,144,700**Legal Description:** T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0920039 THE FISHIN HOLE SUB TRACT 2**Zoning:** Open Space Recreation**Wetlands:** N/A. Portions in floodplain.**Infrastructure:** City Water and Sewer, paved road access. Restroom.**Notes:****Finance Dept. Code:**



Designated Use: Western lot: Camping. East lot, parking
Acquisition History:

Area: 5.7 acres

Parcel Number: 18103301, 18103108

2009 Assessed Value: \$672,500

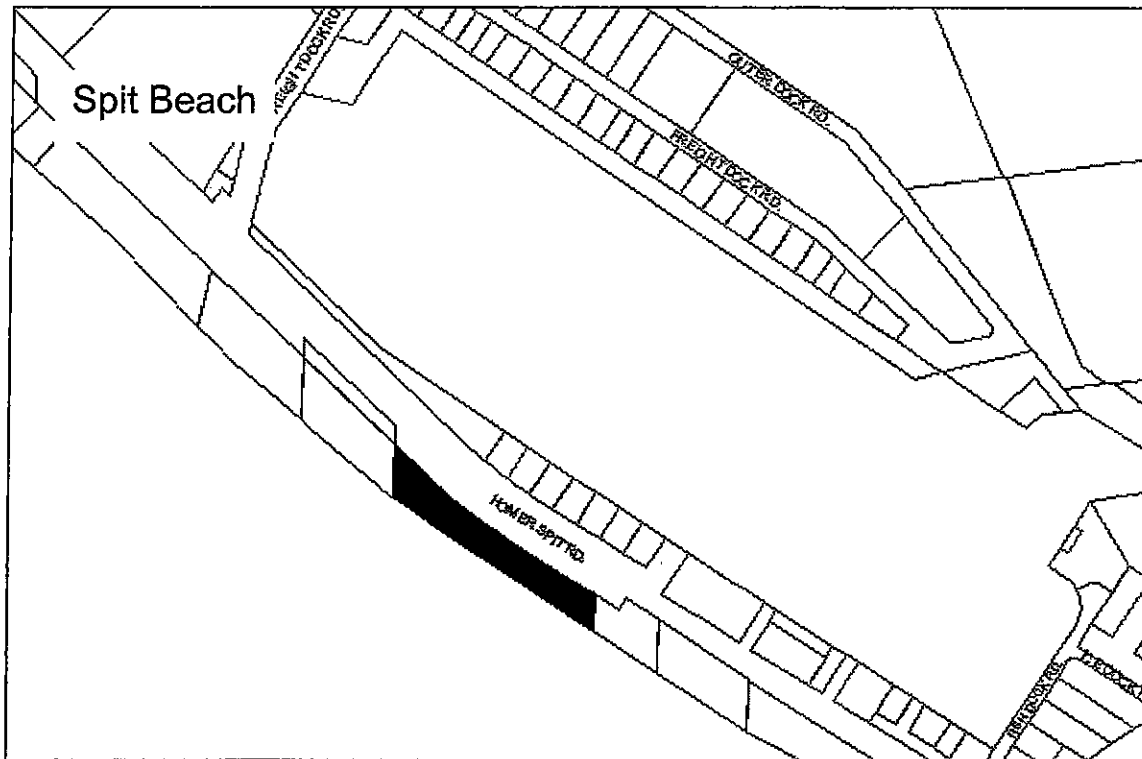
Legal Description: Homer Spit Amended Lots 7 and 9

Zoning: Open Space Recreation

Wetlands: N/A

Infrastructure: Paved Road

Finance Dept. Code:



Designated Use: Open Space Recreation

Acquisition History: Lot 11B: Reso 93-14, 3/24/93 Deed. Acquired through an exchange for lot 18.

Area: 2.36 acres

Parcel Number: 181033 4, 5, 6

2009 Assessed Value: \$414,000

Legal Description: Homer Spit Subdivision Amended Lots 11 and 20. Lot 11B of HM 0640816.

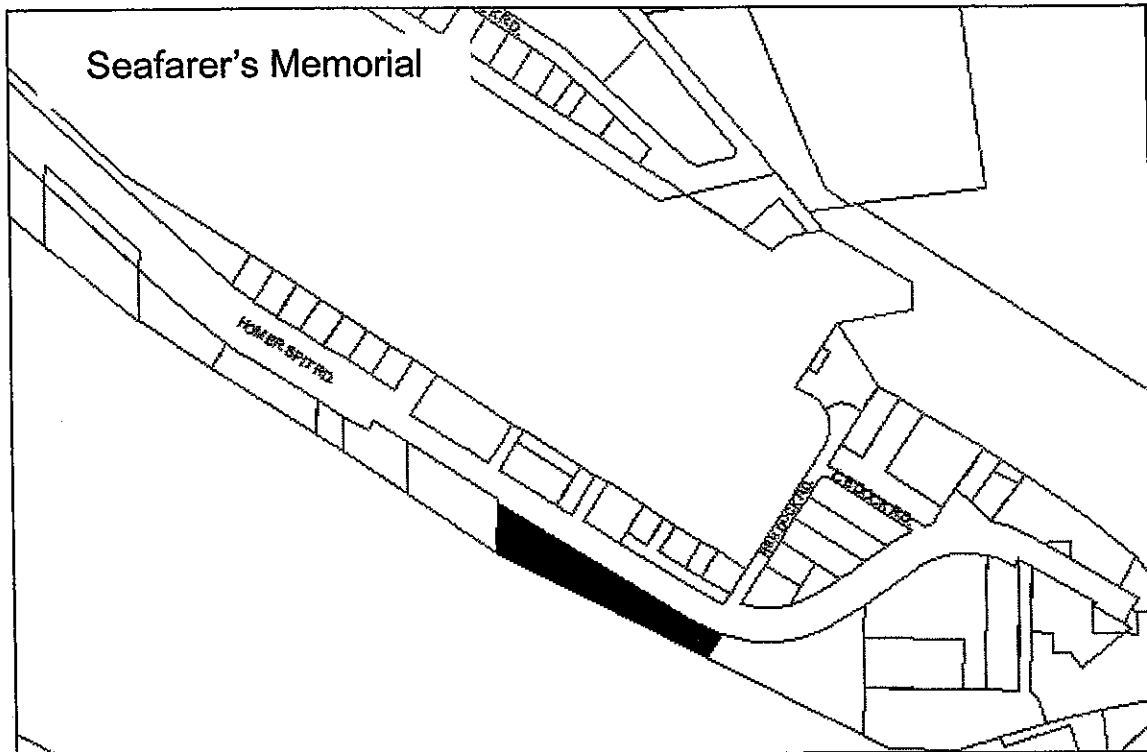
Zoning: Open Space Recreation

Wetlands: N/A

Infrastructure: Paved Road

Notes:

Finance Dept. Code:



Designated Use: Seafarer's Memorial and parking
Acquisition History:

Area: 2.52 acres

Parcel Number: 18103401

2009 Assessed Value: \$316,900

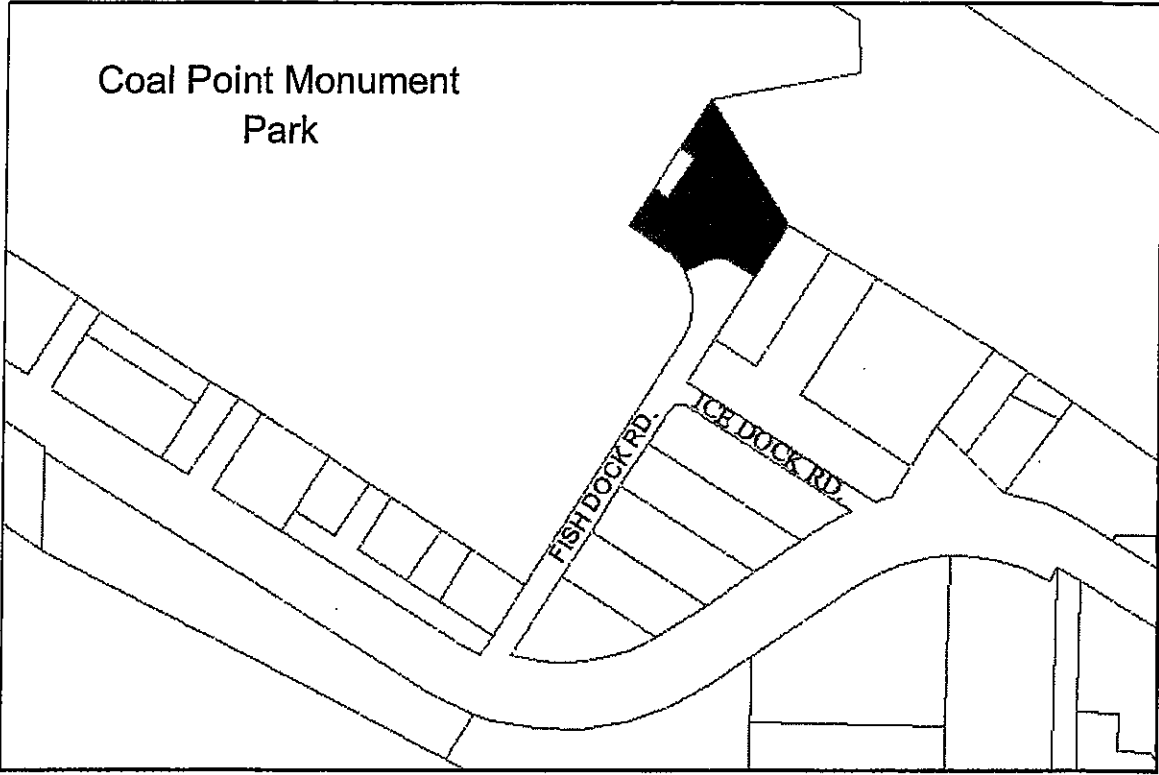
Legal Description: Homer Spit Amended Lot 31

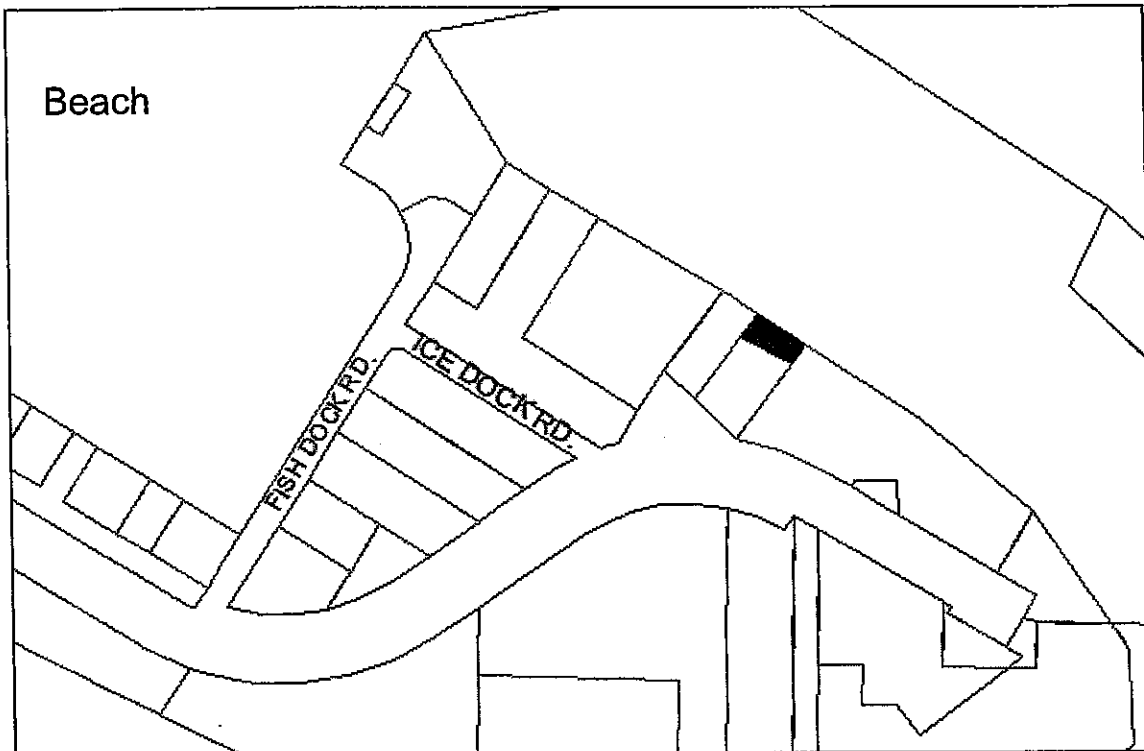
Zoning: Open Space Recreation

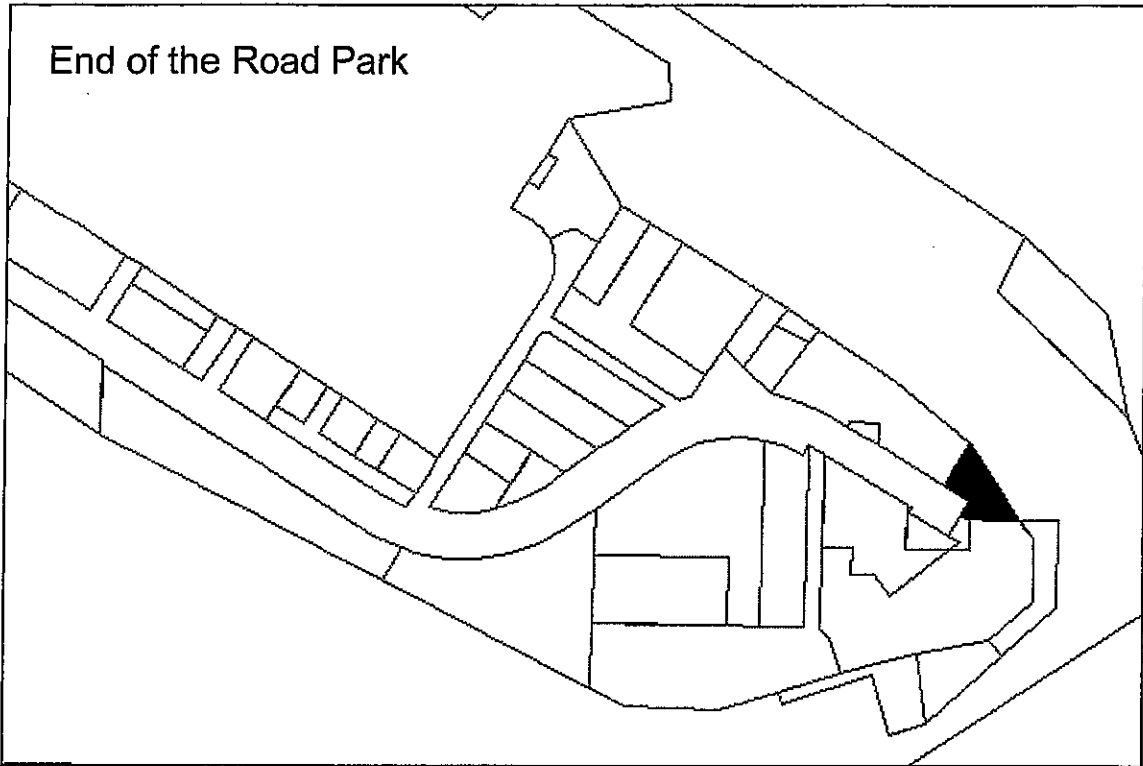
Wetlands: N/A

Infrastructure: Paved Road

Finance Dept. Code:

 <p>Coal Point Monument Park</p>	
Designated Use: Park Acquisition History:	
Area: 1.09 acres	Parcel Number: 18103426
2010 Assessed Value: \$322,600	
Legal Description: LEGAL T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED COAL POINT MONUMENT PARK EXCLUDING THAT PORTION AS PER LEASE AGREEMENT 187 @ 921	
Zoning: Marine Industrial	Wetlands:
Infrastructure: gravel road	
Notes:	
Finance Dept. Code:	

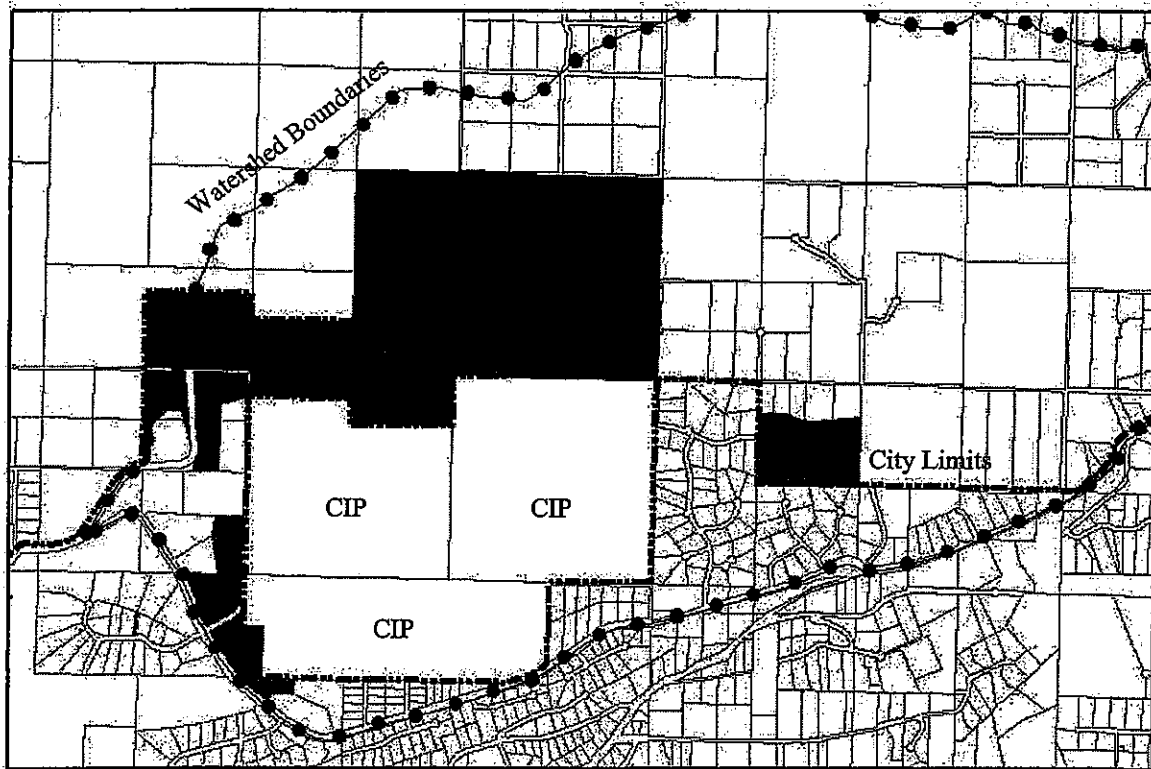
**Designated Use:** Beachfront between Icicle and Main Dock**Acquisition History:****Area:** 0.11 acres**Parcel Number:** 18103446**2009 Assessed Value:** \$68,800**Legal Description:** T 7S R 13W SEC 1 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 20 LYING NE OF THE HOMER SPIT RD & BOUNDED ON THE NW BY LOT 43 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE NE BY ATS 612 & BOUNDED ON THE SE BY LOT 45 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE**Zoning:** Marine Industrial**Wetlands:** N/A tidal, flood plain**Infrastructure:****Notes:****Finance Dept. Code:**

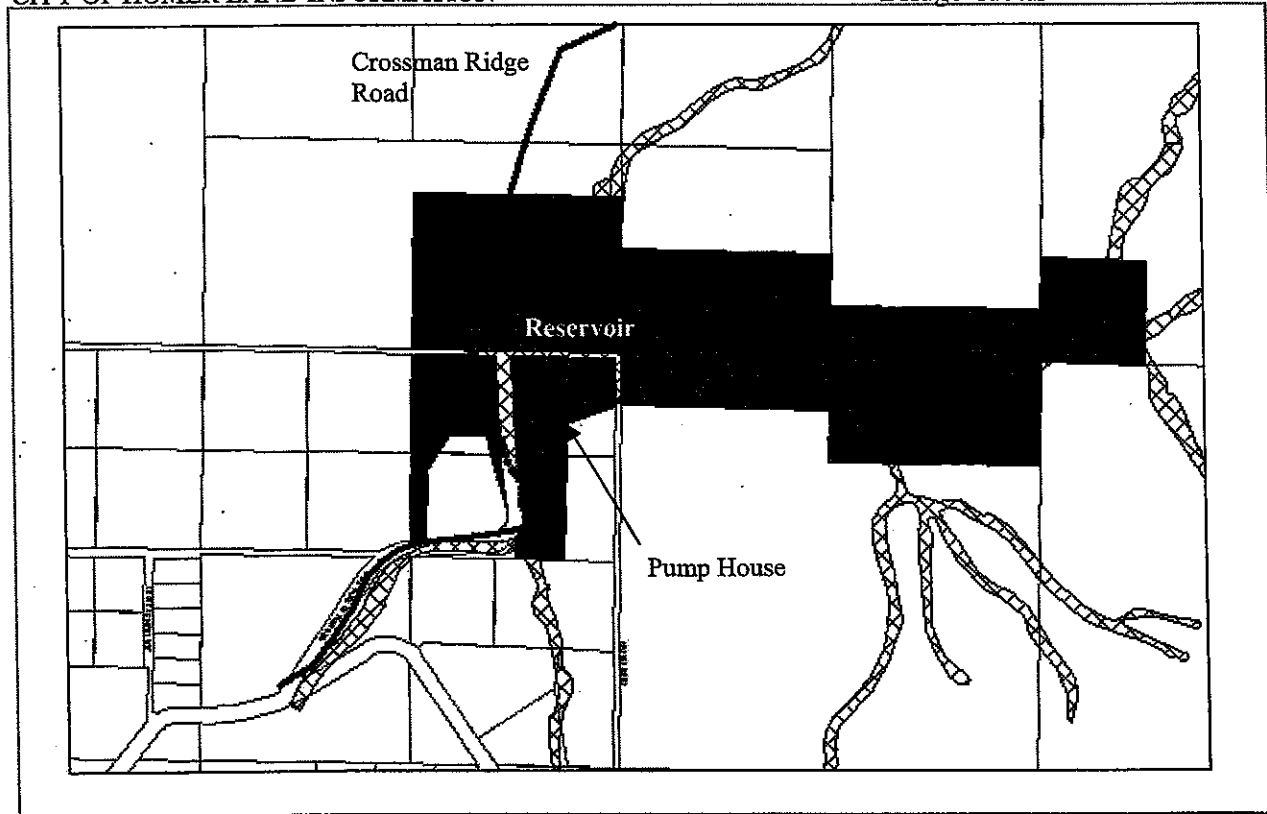
	
Designated Use: Not Designated Acquisition History:	
Area: 0.43 acres	Parcel Number: 18103448
2009 Assessed Value: \$173,400	
Legal Description: HM0930049 T07S R13W S01 HOMER SPIT SUB NO 6 VELMA'S ADDN LOT 45-B	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address:
<ul style="list-style-type: none">• The land is used as End of the Road Park.	
Finance Dept. Code:	

City Lands within the Bridge Creek Watershed Protection District

These properties lie within the Bridge Creek Watershed Protection District. Not all the lands within the district are in Homer City limits. The city owns 19 lots totaling 395.6 acres with an assessed value in 2012 of \$3,957,500. Lands include conservation purchases from the University of Alaska, and water system infrastructure such as the reservoir, pump house, and water treatment plant and tanks.

In 2006, the number one CIP funding priority was the water supply, including the water treatment plant, water source and watershed land acquisitions. In particular, the City has requested funding to purchase additional property bordering the reservoir and Bridge Creek for both water treatment expansion and preservation.





Designated Use: Bridge Creek Watershed, Reservoir and pump house

Acquisition History:

Area: 120.9 acres

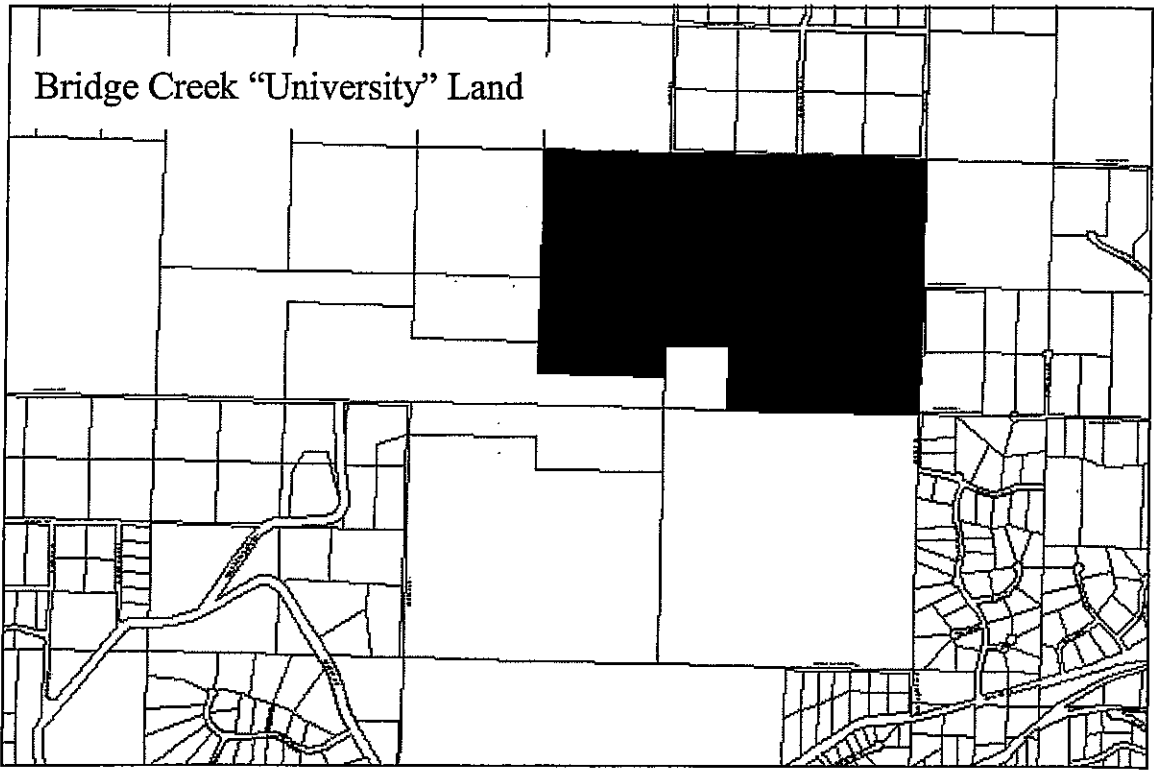
Zoning: Conservation

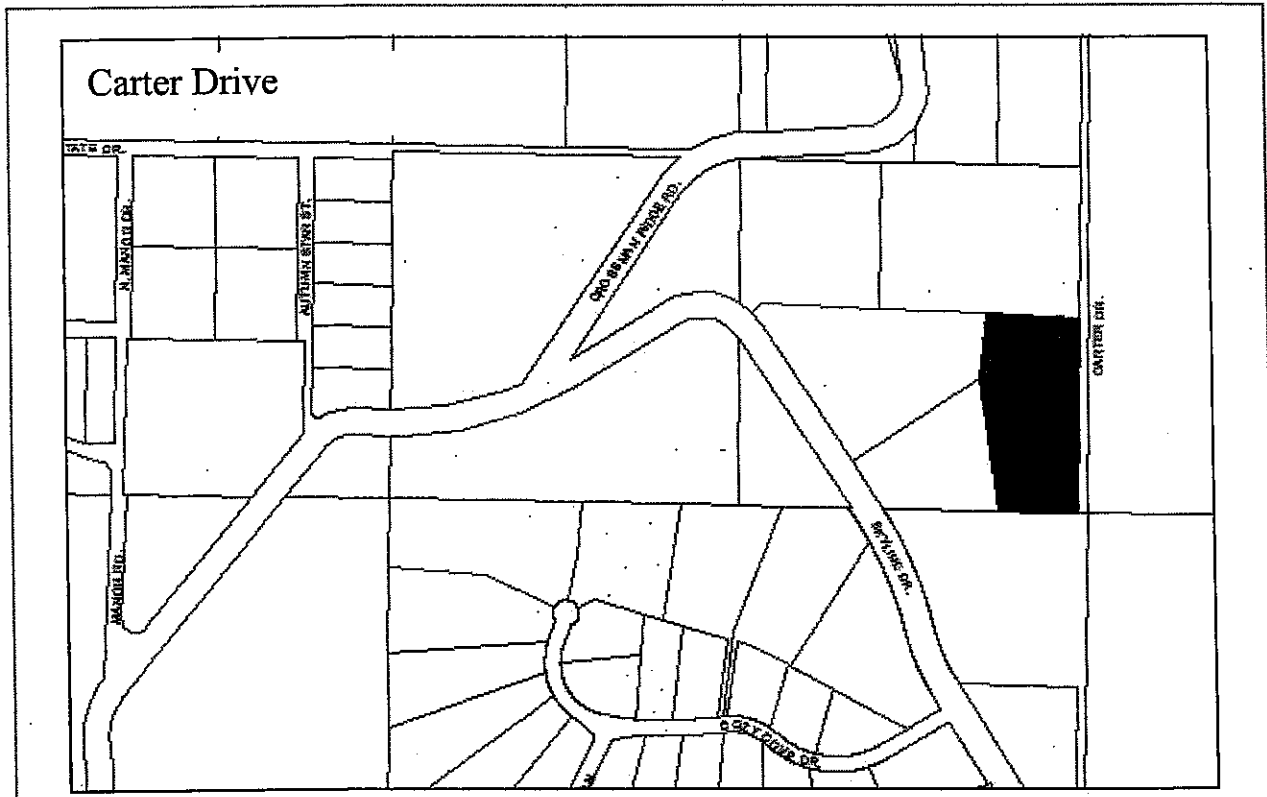
2012 Assessed Value: \$313,000

PARCEL ACREAGE LEGAL

17307053	0.410	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 2 THAT PORTION THEREOF LYING EAST OF DIAMOND RIDGE ROAD
17307057	1.470	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 13 A PORTION THEREOF
17307059	0.130	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 13 A PORTION THEREOF
17307062	7.350	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 1 PORTION THEREOF
17307064	6.940	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 2 PORTION THEREOF
17305301	30.000	T 6S R 13W SEC 8 SEWARD MERIDIAN HM N1/2 N1/2 NW1/4 NW1/4 & N1/2 NE1/4 NW1/4
17305111	60.000	T 6S R 13W SEC 5 T 6S R 13W SEC 6 HM SEWARD MERIDIAN S1/2 S1/2 SE1/4 SW1/4 & S1/2 SW1/4 SW1/4 OF SEC 5 & S1/2 SE1/4 SE1/4 & S1/2 N1/2 SE1/4 SE1/4 OF SEC 6
17305236	10.000	T 6S R 13W SEC 5 SEWARD MERIDIAN HM SW1/4 SW1/4 SE1/4
17307060	4.600	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 14 THE W1/2 THEREOF

Finance Dept. Code:

	
Designated Use: Bridge Creek Watershed Property Acquisition History: Ordinance 2003-7(A). Purchased from UAA.	
Area: 220 acres	Parcel Number: 173 052 34, 35, 17305120
2012 Assessed Value: \$184,100	
Legal Description: The Northwest one-quarter of the Southeast one-quarter (NW1/4 SE1/4) and the East one-half of the Southwest one-Quarter of the Southeast one-quarter (E1/2 SW1/4 SE1/4) and the Northwest one-quarter of the Southwest one-quarter of the Southeast one-quarter (NW1/4 SW1/4 SE1/4) and the Northeast one-quarter of the Southwest one-quarter (NE1/4 SW1/4) and the North one-half of the South one-half of the Southeast one-quarter of the Southwest one-quarter (N1/2 S 1/2 SE1/4 SW1/4) and the East one-half of the Southeast one-quarter (E1/2 SE1/4) of Section 5, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, State of Alaska.	
Zoning: Bridge Creek Watershed Protection District. Not within City Limits.	Wetlands: Some wetlands. Bridge Creek flows through the property.
Infrastructure: None. Limited legal and physical access.	
Notes: Paid \$265,000 for land in 2003.	
Finance Dept. Code:	



Designated Use: A public use to protect and enhance the City's Bridge Creek Watershed and thereby protect its water quality.

Acquisition History: Emergency Ordinance 2005-40, 2005-45.

Area: 5.93 acres

Parcel Number: 173070760

2012 Assessed Value: \$76,300 (Land \$44,300 Structure \$32,000)

Legal Description: HM0840119 T06S R13W S07 Pioneer Valley Subdivision Lot 2

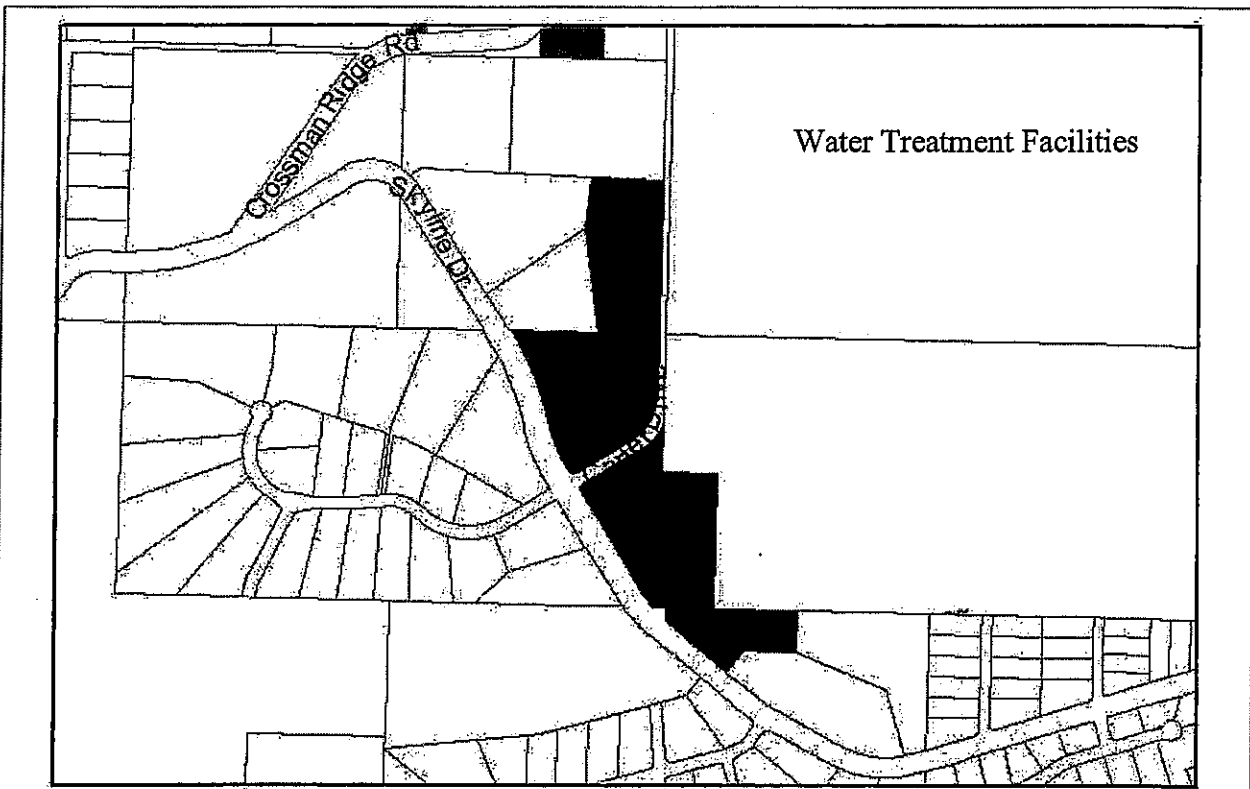
Zoning: Rural Residential, Bridge Creek WPD

Wetlands: Some discharge slope wetland, possibly a creek to the Reservoir.

Infrastructure: Driveway access to property.

Notes: Property includes a small cabin.

Finance Dept. Code:



Designated Use: Protecting the watershed and providing alternate access to property north of the City's water treatment plant, Water Tank and building, City Well Reserve Water Tank and building/Public Purpose.

Acquisition History: Ordinance 10-21 (Lot 1) Lot 34 Purchased 1/97 Tulin

Area: Lot 1: 7.83 acres
Lot 2: 8.34 acres
Lot 34: 3 acres

Parcel Number: 17307094, 95, 96, 17308034

2012 Assessed Value: Lot 1: land \$45,600 Lot 2: Land \$79,500, improvements \$2,389,400
Lot 34: land \$42,300, Improvements \$677,500,

Legal Description: Hillstrand's Homestead Lots 1, 2, Tulin Terrace Upper Terrace Lot 34

Zoning: Rural Residential, Bridge Creek WPD

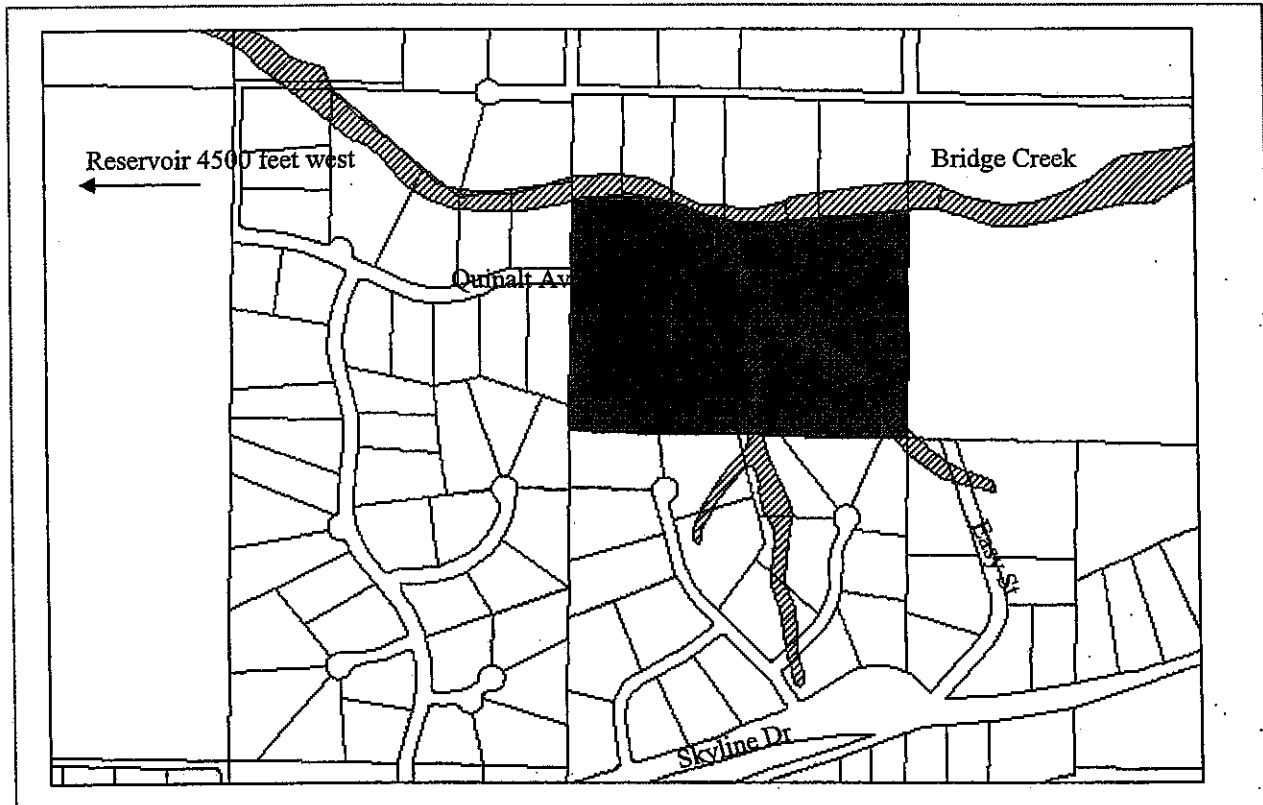
Wetlands: Some discharge slope wetland, possibly a creek to the Reservoir.

Infrastructure: Paved road, electricity

Notes:

Bulk of Lot 1 purchased in 2010, Ord 10-21, \$90,000. 184 Skyline Dr
Western half of lot 2 has old water tank. Former water treatment plant site.
Eastern half of lot 2, acquired through eminent domain. Location of the water treatment plant.
Lot 34 is the site of a 1 million gallon water tank.

Finance Dept. Code:



Designated Use: Watershed Protection Purposes
Acquisition History: Ordinance 2009-08(A)

Area: Lot 6: 6.91 acres, Lot 7: 13.38 acres
 Lot 8: 8.89 acres Total: 28.81 acres

Parcel Numbers: 1736600 6, 7, 8

2012 Assessed Value: \$185,700 (all lots)

Legal Description: Lots 6,7 and 8, Roehl Parcels Record of Survey Amended

Zoning: Not in city limits.

Wetlands: about half the land is wetland. Bridge Creek is the northern boundary of these lots.

Infrastructure: Gravel access on Easy Street and Quinalt Ave. There is a gravel road with some sort of easement over lots 6 and 7.

Notes:

Lots purchased 2/25/09
 Lot 6, \$58,735, recorded document 2009-000612-0
 Lot 7, \$113,730, recorded document 2009-000613-0
 Lot 8, \$75,565, recorded document 2009-000611-0
 Total Cost: \$248,030

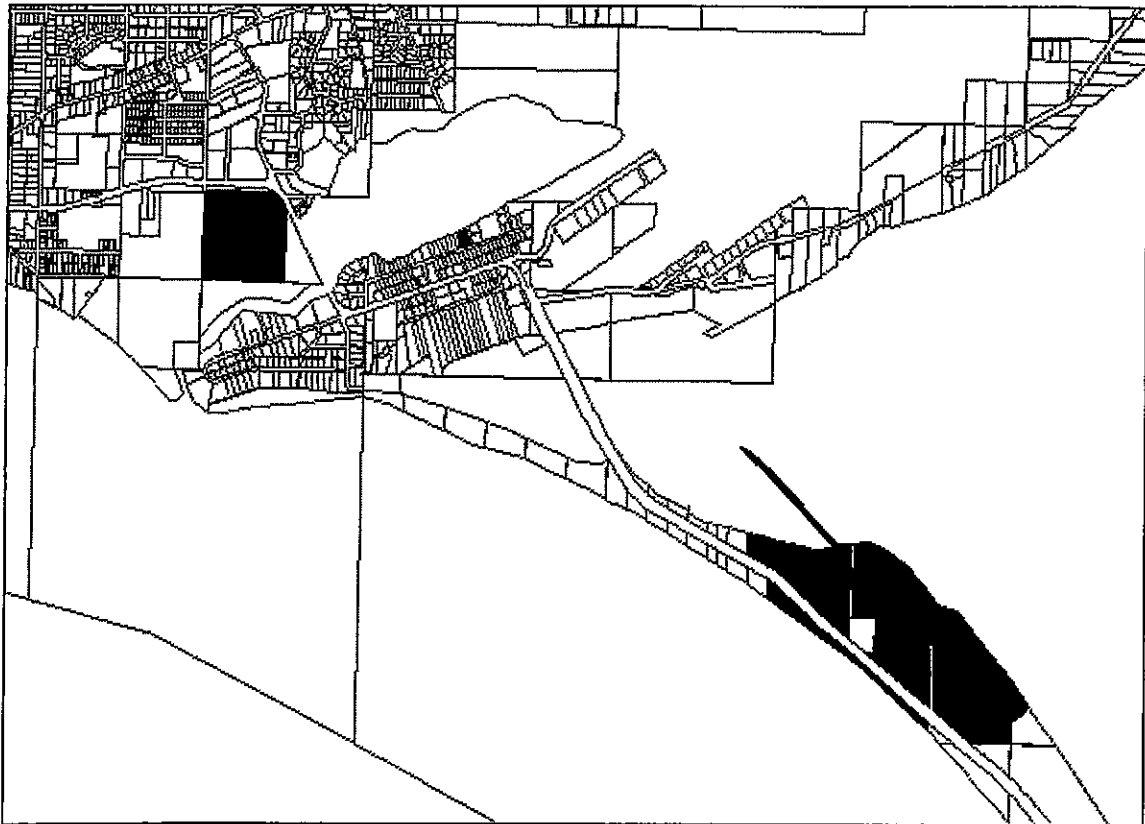
The northern lot line of these lots is bridge creek, and meanders as the creek meanders.

Finance Dept. Code:

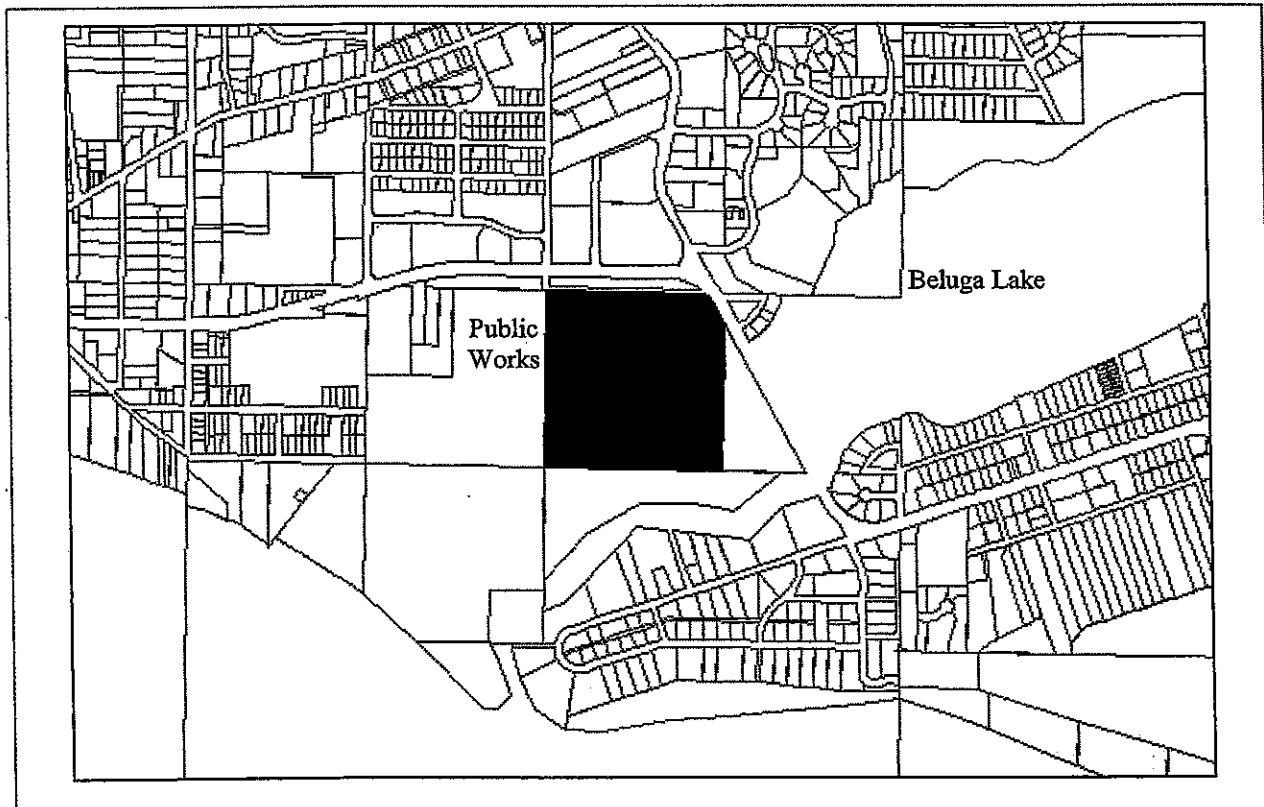
Homer Conservation Easement Lands

Existing conservation lands in Homer were mainly acquired through Exxon Valdez Oil Spill funding. Generally there are very strict easements on these lands as they were purchased to protect habitat, particularly shorebird habitat in sensitive areas. A portion of Louie's Lagoon has a conservation easement held by the Kachemak Heritage Land Trust.

Total acreage: 169.72 acres.

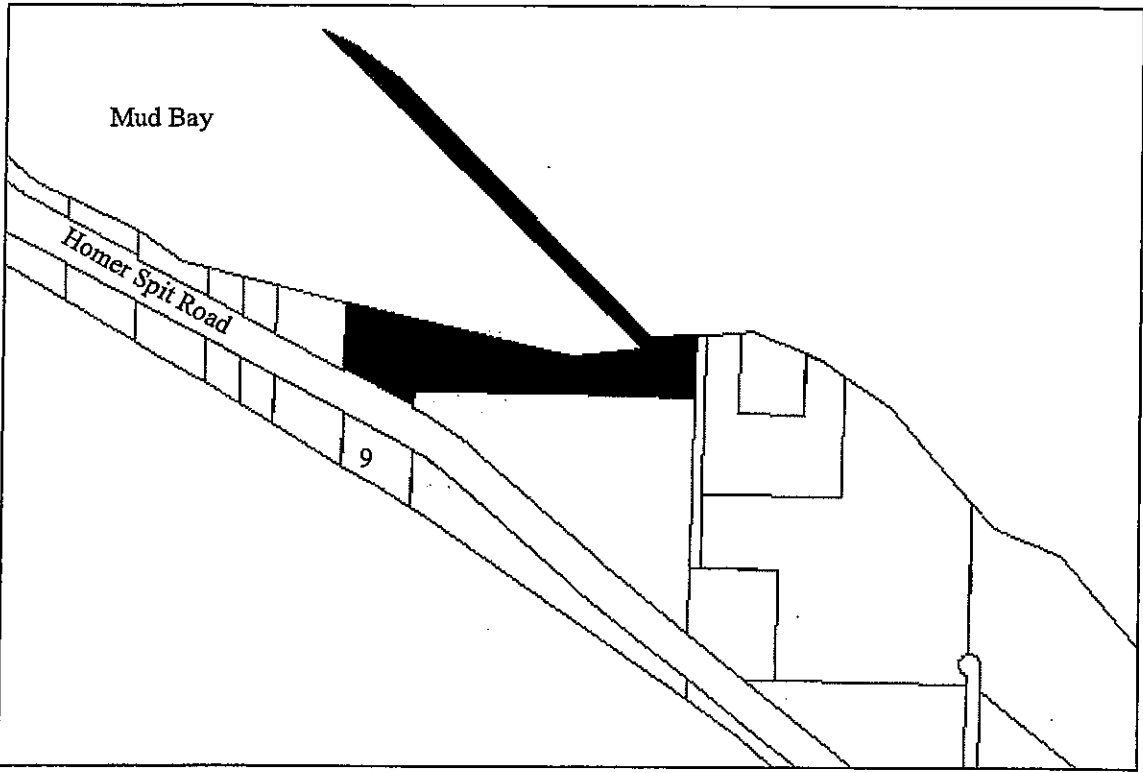


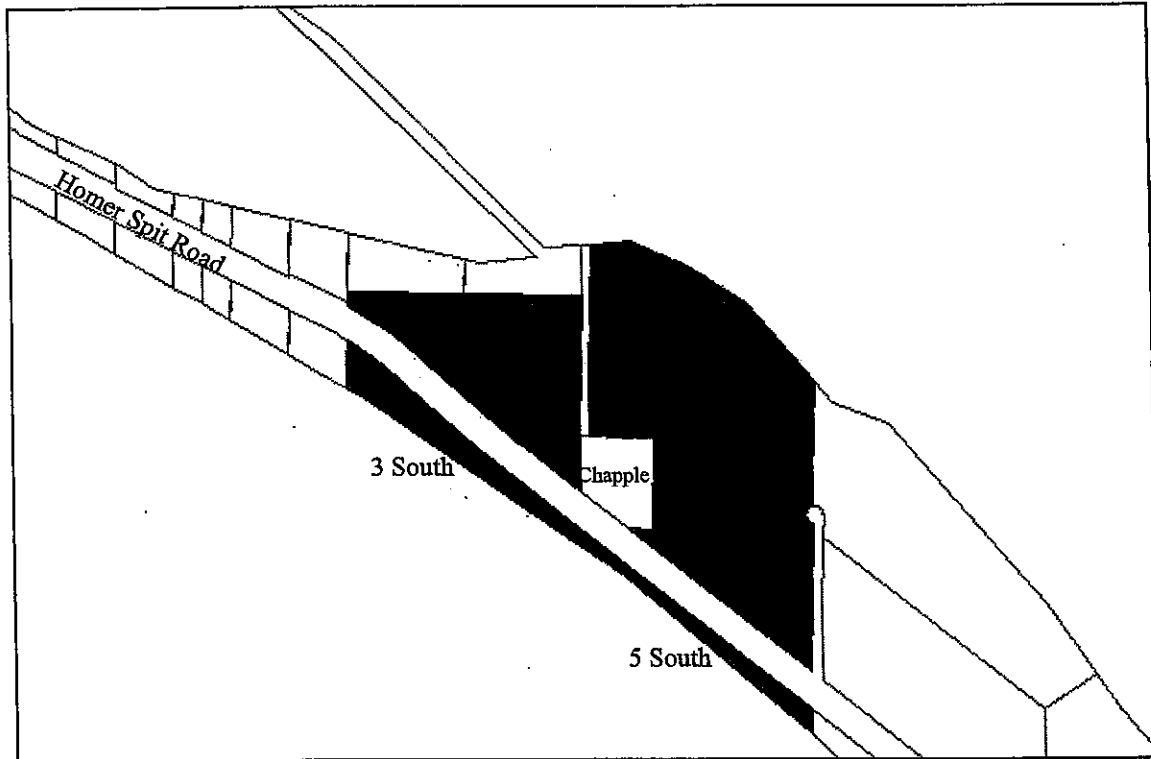
This section updated 1/27/2012

**Designated Use:****Acquisition History:** EVOS purchase and conservation easement.**Area:** 39.24 acres**Parcel Number:** 17714006**2009 Assessed Value:** \$48,400**Legal Description:** HM T06S R13W S20 NW1/4 SE1/4 EXC HOMER BY PASS RD**Zoning:** Conservation**Wetlands:** Beluga Slough Estuary**Notes:**

- Conservation Easement document recoded in Book 0275, Page 243, Homer Recording District, 4/21/98.
- Parcel is within a FEMA-mapped floodplain.

Finance Dept. Code: 392.0013

	
Designated Use: Acquisition History: EVOS purchase and conservation easement. Resolution 97-72 and 104.	
Area: Lot 7: 7.1 acres Lot 8: 3.94 acres Lot 9: 3.00 acres Lot 9 S of Road: 2.16 acres (no EVOS Conservation Easement)	Parcel Number: 181020 02, 01, 18101023, 24
2009 Assessed Value: Lot 7: \$115,800 Lot 8: \$76,600 Lot 9: \$65,100 Lot 9S: \$10,300	
Legal Description: HM T06S R13W S27 GOVT LOT 7 (east) and 8 (west) HM T06S R13W S28 THAT PORTION OF GOVT LOT 9 LYING NORTH OF HOMER SPIT RD	
Zoning: Conservation—lots 7 and 8 Open Space Recreation—Lot 9	Environment: State Critical Habitat Area below 17.4 ft . mean high tide line.
Notes: <ul style="list-style-type: none"> • Conservation easement recorded in Book 0275, Page 229, Homer Recording District, 4/21/98. • Parcels are within a FEMA-mapped flood hazard area. 	
Finance Dept. Code:	

**Designated Use:****Acquisition History:** EVOS purchase and conservation easement.**Area:** Total: 70.97 acres**Parcel Number:** 18102 03, 04, 05, 06, 09, 10, 14**2009 Assessed Value:** Total: \$989,500**Legal Description:** T 6S R 13W SEC 27 SEWARD MERIDIAN HM:

- 0630660 WALTER DUFOUR SUB LOT 1, 0630060 WALTER DUFOUR SUB TRACT A
- THAT PORTION OF GOVT LOT 3 LYING NORTH OF HOMER SPIT RD
- THAT PORTION OF GOVT LOT 3 LYING SOUTH OF HOMER SPIT RD
- THAT PORTION OF GOVT LOT 5 LYING NORTH OF HOMER SPIT RD
- PORTION OF GOVT LOT 5 LYING SOUTH OF HOMER SPIT HWY
- 0770055 WALTER DUFOUR SUB TRACT B TRACT B

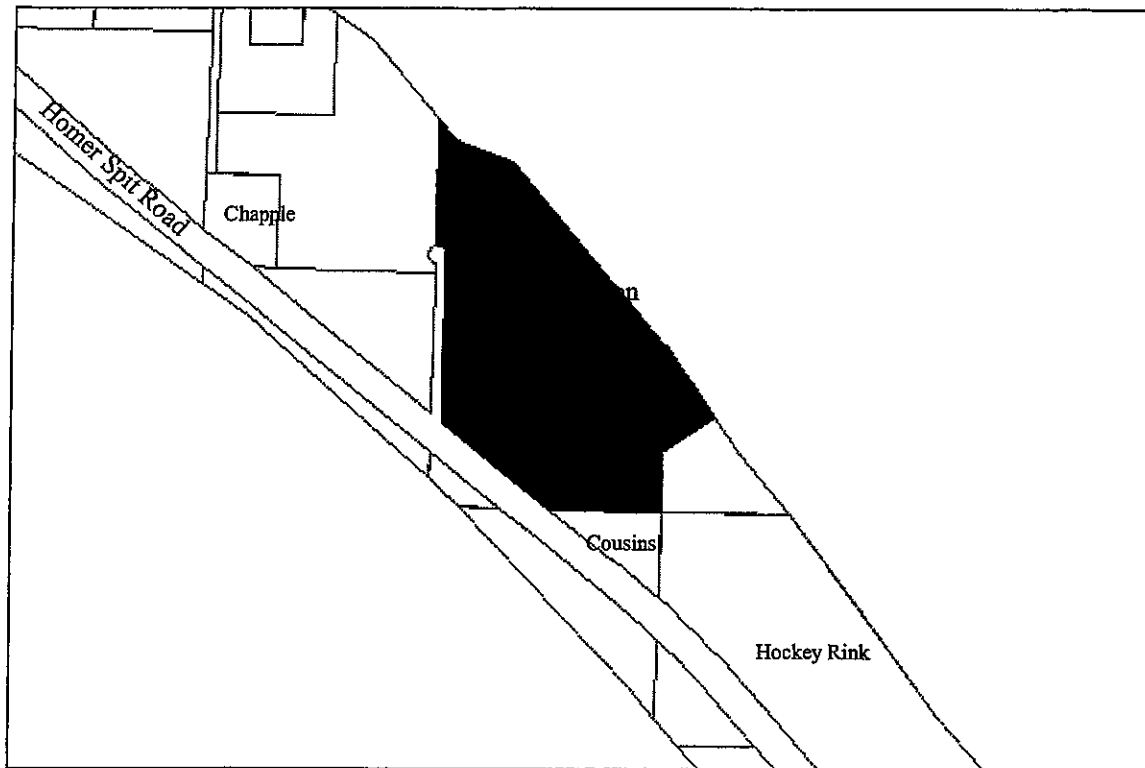
Zoning: Conservation

South side of lot 5 is zoned Marine Industrial, but development is restricted by the conservation easement.

Environment: State Critical Habitat Area below 17.4 ft. mean high tide line.**Notes:**

- Conservation easement recorded in Book 0275, Page 222, Homer Recording District ,4/21/98.
- Deeded to the City on same date, Book 0275, Page 236, HRD.
- Parcels are within a FEMA-mapped flood hazard area.

Finance Dept. Code:

**Designated Use:**

Acquisition History: EVOS purchase and conservation easement.

Area: Total: 45.47 acres

Parcel Number: 181-020 - 18, 19

2009 Assessed Value: Total: \$747,300

Legal Description: HM2001008 T06S R13W S27 LOUIE'S LAGOON LOT 6-A
HM2001008 T06S R13W S27 LOUIE'S LAGOON LOT 6-B

Zoning: Conservation

Environment: State Critical Habitat Area below
17.4 ft. mean high tide line.

Notes:

- Conservation easement recorded in Book 0275, Page 229, Homer Recording District, 4/21/98. This easement covers former Lot 6. See plat 2001-008.
- Conservation easement with Kachemak Heritage Land Trust on Lot 6B. Executed 10/4/02, document 2004-004843-0 HRD.
- Parcels are within a FEMA-mapped flood hazard area.

Finance Dept. Code:

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103477	4480 HOMER SPIT RD	0.52	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 2007136 HOMER SPIT REPLAT 2006 LOT 9-A	A-2
18103478		0.53	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 2007136 HOMER SPIT REPLAT 2006 LOT 10-A	A-2
18103223		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 4	A-3
18103224		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 5	A-3
18103225		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 6	A-3
18103226		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 7	A-3
18103227		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 8	A-3
18103228	4290 FREIGHT DOCK RD	0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 9	A-3
18103229		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 10	A-3
18103230		1.78	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 11	A-3
18103220	4380 FREIGHT DOCK RD	5.00	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 12	A-4
18103238		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 19	A-5
18103239		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 20	A-5
18103324		Portion	Homer Spit Sub No 2 Lot 12-A	A-6
18103316	4262 HOMER SPIT RD	0.29	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 19	B-10
18103309	4390 HOMER SPIT RD	0.23	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 30	B-11
18103432	4400 HOMER SPIT RD	0.57	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT AMENDED LOT 32	B-12
18103431	4406 HOMER SPIT RD	0.20	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMD LOT 88-1	B-13
18103442	4460 HOMER SPIT RD	0.29	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED LOT 88-2	B-14
18103443	4470 HOMER SPIT RD	0.18	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED LOT 88-3	B-15

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103444	4474 HOMER SPIT RD	0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED LOT 88-4	B-16
18103402	4535 HOMER SPIT RD	2.93	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 50	B-17
18103403		1.50	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49 THAT PORTION PER LEASE 205/928	B-17
18103421	800 FISH DOCK RD	0.63	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0900052 CITY OF HOMER PORT INDUSTRIAL NO 3 LOT 12-A1	B-18
18103452	4501 ICE DOCK RD	0.79	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0990043 CITY OF HOMER PORT INDUSTRIAL NO 4 LOT 12-C	B-19
17504024	4300 BARTLETT ST	7.12	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2008092 SOUTH PENINSULA HOSPITAL SUB 2008 ADDN TRACT A2	B-2
18103425	874 FISH DOCK RD	0.52	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0800092 CITY OF HOMER PORT INDUSTRIAL SUB NO 2 LOT 13B	B-20
18103419	842 FISH DOCK RD	1.49	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED ADL 18009 LOT 41 (ADL 18009)	B-21
18103427	843 FISH DOCK RD	0.07	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 48 MONUMENT PARK AS PER LEASE AGREEMENT 187 @ 921	B-22
18103404	4667 HOMER SPIT RD	2.23	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 48	B-23
18103445	4688 HOMER SPIT RD	0.35	T 7S R 13W SEC 1 SEWARD MERIDIAN HM A PORTION OF GOVT LOT 20 PER A/L 207 @ 73	B-24
18103447	4690 HOMER SPIT RD	1.83	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930049 HOMER SPIT SUB NO 6 VELMA'S ADDN LOT 45-A	B-26
18103260	4607 FREIGHT DOCK RD	0.46	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0970072 HOMER SPIT NO 6 8-E-1	B-27
17510070	450 STERLING HWY	4.30	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2000022 HOMER SCHOOL SURVEY 1999 CITY ADDN TRACT 2	B-3
18103105	3815 HOMER SPIT RD	1.60	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 5	B-4
18103117	3854 HOMER SPIT RD	11.27	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0940043 THE FISHIN HOLE SUB NO 2 TRACT 1-A	B-5
18103118	3978 HOMER SPIT RD	0.15	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0940043 THE FISHIN HOLE SUB NO 2 TRACT 1-B	B-6
18103119	1114 FREIGHT DOCK RD	0.18	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0940043 THE FISHIN HOLE SUB NO 2 TRACT 1-C	B-7

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103240	4323 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 21	B-8
18103218	4373 FREIGHT DOCK RD	0.32	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0920024 HOMER SPIT FOUR SUB	B-9
17717706	997 OCEAN DRIVE LOOP	0.68	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 43	C-10
17717707	1017 OCEAN DRIVE LOOP	0.98	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 44	C-10
18101008		4.60	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 8	C-11
18101009		1.44	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 7 LYING SOUTH OF HOMER SPIT RD	C-11
18101010	1920 HOMER SPIT RD	0.81	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 7 LYING NORTH OF HOMER SPIT RD	C-11
18101011		0.77	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 6 LYING NORTH OF HOMER SPIT RD	C-11
18101012		1.20	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 6 LYING SOUTH OF HOMER SPIT RD	C-11
18101013		1.32	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 5 LYING SOUTH OF HOMER SPIT RD	C-11
18101014		0.82	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 5 LYING NORTH OF HOMER SPIT RD	C-11
18103451	810 FISH DOCK RD	0.68	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0990043 CITY OF HOMER PORT INDUSTRIAL NO 4 LOT 12-B	C-12
18103408		0.08	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 47	C-13
17528001		1641.24	T 6S R 14W SEC 19 & 23 & 24 & 30 SEWARD MERIDIAN HM 0770064 ALASKA TIDELANDS SURVEY NO 612	C-2
17728001		499.54	T 6S R 13W SEC 20 & 29 SEWARD MERIDIAN HM 0742265 ALASKA TIDELAND SURVEY 612	C-2

P:\PLANS\Land Allocation Plan\2012\2013LandAllocation.docx:ATTN:

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103320		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 15	D-12
18103321		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 14	D-12
18103322	4166 HOMER SPIT RD	0.30	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 13	D-12
18103324	4166 HOMER SPIT RD	1.59	T 6S & 7S R 13W SEC 35 & 36 & 1 & 2 SEWARD MERIDIAN HM 0910003 HOMER SPIT SUB NO TWO LOT 12A	D-12
18103216		5.22	T 6S & 7S R 13W SEC 35 & 36 & 1 & 2 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED LOT G-8	D-13
18103247	4171 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 28	D-13
18103248	4155 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 29	D-13
18103249	4147 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 30	D-13
18103250	4123 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 31	D-13
18103251	4109 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 32	D-13
18103252	4081 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 33	D-13
18103253	4065 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 34	D-13
18103254	4035 FREIGHT DOCK RD	0.31	T 6S R 13W SEC 35 & 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 35	D-13
18103255	4001 FREIGHT DOCK RD	0.35	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 36	D-13
18103256		0.50	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 37	D-13
18103221		0.65	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 2	D-14
18103222		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 3	D-14
18103231		0.66	T 6S R 13W SEC 35 & 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 1	D-14
18103233		0.32	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 14	D-15

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103234		0.32	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 15	D-15
18103235		0.19	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 16	D-15
18103236		0.24	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 17	D-15
18103237		0.33	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 18	D-15
18103241		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 22	D-15
18103242		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 23	D-15
18103243		0.26	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 24	D-15
18103244		0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 25	D-15
18103245		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 26	D-15
18103246		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 27	D-15
18103232		2.08	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 13	D-16
18103259		1.12	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0970072 HOMER SPIT NO 6 8-D-1	D-17
18103310	4348 HOMER SPIT RD	0.65	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 29	D-18
18103311	4350 HOMER SPIT RD	0.28	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 28	D-18
18103441		0.60	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED PARKING AND ACCESS AREA	D-19
18103436	4603 HOMER SPIT RD	2.00	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49 THAT PTN EXCL LEASE @ 205/928	D-20
17514416	3713 MAIN ST	1.31	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2008016 HOMER PUBLIC LIBRARY NO 2 LOT 2	D-2
17710739	400 HAZEL AVE	2.24	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2005036 GLACIER VIEW SUB NO 26 TRACT B	D-3
17710740	500 HAZEL AVE	3.01	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2005036 GLACIER VIEW SUB NO 26 TRACT A	D-3

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17720408	491 E PIONEER AVE	1.12	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2004048 GLACIER VIEW SUB CAMPUS ADDN LOT 6-A-2	D-4
17702057	604 E PIONEER AVE	1.57	T 6S R 13W SEC 17 & 20 SEWARD MERIDIAN HM 0870011 NEW HOMER HIGH SCHOOL NO 2 TRACT 1-B	D-5
17504011	102 DEHEL AVE	0.50	T 6S R 13W SEC 18 SEWARD MERIDIAN HM N 150 FT OF THE S 250 FT OF THE E 180 FT OF THE NE1/4 SE1/4	D-6
17714020	3577 HEATH ST	1.85	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0850128 GLACIER VIEW SUB NO 18 LOT 1	D-7
17714014	3575 HEATH ST	0.92	T 6S R 13W SEC 20 SEWARD MERIDIAN HM POR PER E1/2 NW1/4 NE1/4 SW1/4 PER D-60-164	D-8
17714015	3575 HEATH ST	3.16	T 6S R 13W SEC 20 SEWARD MERIDIAN HM THAT PORTION OF E1/2 NW1/4 NE1/4 SW1/4 PER D-60 @ 05	D-8
17714016	3575 HEATH ST	30.00	T 6S R 13W SEC 20 SEWARD MERIDIAN HM NE1/4 NE1/4 SW1/4 & S1/2 NE1/4 SW1/4	D-9
17505107	122 W BAYVIEW AVE	0.26	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 2 TRACT A	E-10
17505108	110 MOUNTAIN VIEW DR	0.26	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0562936 FAIRVIEW SUB LOT 1 TRACT A	E-10
17726038		0.02	T 6S R 13W SEC 17 SEWARD MERIDIAN HM 0760026 KAPINGEN SUB UNIT 3 PARK RESERVE	E-10
17727049		0.04	T 6S R 13W SEC 17 SEWARD MERIDIAN HM 0770065 ISLAND VIEW SUB PARK	E-10
17513328	3859 BARTLETT ST	0.25	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 11-B	E-11
17513329		0.85	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0860044 BUNNELL'S SUB NO 17 LOT 12-A	E-11
17514235	224 W PIONEER AVE	0.06	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2007124 BUNNELLS SUB NO 21 LOT 37F-1	E-12
17720204	580 E PIONEER AVE	0.31	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0750018 GLACIER VIEW SUB NO 1 REPLAT LTS 1 8 & 9 BLK 4 LOT 9-A	E-13
17903007	1136 EAST END RD	0.28	T 6S R 13W SEC 16 SEWARD MERIDIAN HM 0003373 JAMES WADDELL SURVEY OF TRACT 4 LOT 4A	E-14
17712014		1.73	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0003743 WADDELL SUB THAT PORTION S OF HOMER BY PASS RD	E-15
17730251		0.38	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840005 LAKESIDE VILLAGE SUB AMENDED JEFFERY PARK	E-16
17712022	3664 BEN WALTERS LN	2.48	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840122 LAKESIDE VILLAGE PARK ADDN REPLAT LOT 1A-2	E-17

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17714010	3300 BELUGA PL	3.46	T 6S R 13W SEC 20 SEWARD MERIDIAN HM PTN GL 2 BEGIN S 1/16 CORNER SECS 19 & 20 & NW CORNER LOT 2 TH S 89 DEG 57'30" E 600 FT ALONG N BOUND LT 2 TO POB TH S 0 DEG 2' E 391 FT TO CORNER 2 ON MHW KACHEMAK BAY TH S 59 DEG 30' E 150 FT TO CORNER 3 TH N 38 DE	E-18
17730239		0.21	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840005 LAKESIDE VILLAGE SUB AMENDED LOT 2 BLK 4	E-19
17302201		33.00	T 6S R 14W SEC 9 SEWARD MERIDIAN HM SE1/4 SE1/4 EXCLUDING THE W1/2 SW1/4 SE1/4 SE1/4	E-2
17303229		240.00	T 6S R 14W SEC 10 SEWARD MERIDIAN HM SE1/4 & S1/2 SW1/4	E-2
17939003		0.18	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0820047 SCENIC VIEW SUB NO 6 LOT 5	E-20
17939004		0.16	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0820047 SCENIC VIEW SUB NO 6 LOT 4	E-20
17939005		0.18	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0820047 SCENIC VIEW SUB NO 6 LOT 3	E-20
17939006		0.18	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0820047 SCENIC VIEW SUB NO 6 LOT 2	E-20
17939007		0.19	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0820047 SCENIC VIEW SUB NO 6 LOT 1	E-20
17901023	4829 JACK GIST LN	14.60	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0990063 JACK GIST SUB LOT 2	E-21
17936020	2976 KACHEMAK DR	1.65	T 6S R 13W SEC 22 SEWARD MERIDIAN HM 0830087 SCENIC BAY SUB LOT 4	E-22
17915003		0.24	T 6S R 13W SEC 23 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING SOUTHEASTERLY OF KACHEMAK BAY DRIVE	E-23
17910001		5.00	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 36	E-24
17911005		0.39	T 6S R 13W SEC 14 SEWARD MERIDIAN HM 0004712 HARRY FEYER SUB LOT 1	E-24
17940107		14.08	T 6S R 13W SEC 22 SEWARD MERIDIAN HM POR GOVT LOT 3 S OF BLKS 300 & 400A HOMER AIRPORT LEASED LANDS	E-25
18101030		10.30	T 6S R 13W SEC 21 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 13 EXCLUDING HOMER SPIT RD & KACHEMAK BAY DR	E-25
18101032		10.78	T 6S R 13W SEC 21 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 14 EXCLUDING KACHEMAK BAY DR	E-25

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18101002		3.72	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 15	E-26
18101003		5.05	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 14	E-26
18101004		6.07	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 13	E-26
18101005		5.98	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 12	E-26
18101006		5.03	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 11	E-26
18101007		6.47	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 10	E-26
18103101		1.82	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0890034	E-27
18103102	3735 HOMER SPIT RD	2.10	T 6S R 13W SEC 35 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 14 LYING SOUTHWEST OF THE HOMER SPIT RD	E-27
18102011		0.70	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 6 SW OF HWY	E-28
18103002		7.51	T 6S R 13W SEC 34 SEWARD MERIDIAN HM PORTION GOVT LOT 1	E-28
18103004		4.79	T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 1	E-28
18103006		10.00	T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 2	E-28
18103116	3800 HOMER SPIT RD	17.17	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0920039 THE FISHIN HOLE SUB TRACT 2	E-29
18103108		3.72	T 6S & 7S R 13W SEC 35 & 2 SEWARD MERIDIAN HM 0890034 -- HOMER SPIT SUB AMENDED 7	E-30
18103301		1.98	T 7S R 13W SEC 2 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 9	E-30
18103304		1.08	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 11	E-31
18103305		0.99	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 20	E-31
18103306	4225 HOMER SPIT RD	0.29	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0640816 SUB OF LOT 11 HOMER SPIT ALASKA LOT 11B EXCLUDING THE HOMER SPIT RD	E-31
18103401		2.52	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 31	E-32
18103426		1.09	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED COAL POINT MONUMENT PARK EXCLUDING THAT PORTION AS PER LEASE AGREEMENT 187 @ 921	E-33

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103446		0.11	T 7S R 13W SEC 1 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 20 LYING NE OF THE HOMER SPIT RD & BOUNDED ON THE NW BY LOT 43 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE NE BY ATS 612 & BOUNDED ON THE SE BY LOT 45 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE	E-34
18103448		0.43	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930049 HOMER SPIT SUB NO 6 VELMA'S ADDN LOT 45-B	E-35
17321011		3.34	T 6S R 14W SEC 3 SEWARD MERIDIAN HM 0631146 TICE ACRES SUB HICKERSON MEMORIAL CEMETERY	E-4
17321013	40722 STACEY ST	1.68	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-A	E-4
17321014	40746 STACEY ST	0.94	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-B	E-4
17321015	41170 BELNAP DR	0.95	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-C	E-4
17503025		6.57	T 6S R 14W SEC 13 SEWARD MERIDIAN HM SW1/4 SE1/4 NORTH OF SKYLINE DRIVE EXCLUDING SKYLINE DR SUB	E-5
17502056		1.04	T 6S R 14W SEC 13 SEWARD MERIDIAN HM 0770024 EMERALD HIGHLAND ESTATES SUB UNIT 3 LOT 1B BLK 3	E-6
17524110		0.49	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 70	E-7
17524111		0.36	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 66	E-7
17524112		0.34	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 67	E-7
17524126		0.35	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 60	E-7
17524127		0.36	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 59	E-7
17524128		0.38	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 58	E-7
17524129		0.39	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 57	E-7
17524130		0.35	T 6S R 14W SEC 24 SEWARD MERIDIAN HM 0880016 LILLIAN WALLI ESTATE SUB LOT 65	E-7
17524006		2.75	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0700402 W R BELL SUB TRACT E	E-8
17504003		10.00	T 6S R 13W SEC 18 SEWARD MERIDIAN HM SE1/4 NE1/4 SW1/4	E-9

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17504023	360 W FAIRVIEW AVE	38.30	T 6S R 13W SEC 18 SEWARD MERIDIAN HM THAT PORTION OF SW1/4 SE1/4 EXCLUDING SOUTH PENINSULA HOSPITAL SUB AND SOUTH PENINSULA HOSPITAL SUB 2008 ADDN	E-9
17305111		60.00	T 6S R 13W SEC 5 & 6 SEWARD MERIDIAN HM S1/2 S1/2 SE1/4 SW1/4 & S1/2 SW1/4 SW1/4 OF SEC 5 & S1/2 SE1/4 SE1/4 & S1/2 N1/2 SE1/4 SE1/4 OF SEC 6	F-2
17305236		10.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM SW1/4 SW1/4 SE1/4	F-2
17305301		30.00	T 6S R 13W SEC 8 SEWARD MERIDIAN HM N1/2 N1/2 NW1/4 NW1/4 & N1/2 NE1/4 NW1/4	F-2
17307053		0.41	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 2 THAT PORTION THEREOF LYING EAST OF DIAMOND RIDGE ROAD	F-2
17307057		1.47	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 13 A PORTION THEREOF	F-2
17307059		0.13	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 13 A PORTION THEREOF	F-2
17307060		4.60	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 14 THE W1/2 THEREOF	F-2
17307062	160 CROSSMAN RIDGE RD	7.35	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 1 PORTION THEREOF	F-2
17307064		6.94	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0711238 DIAMOND RIDGE ESTATES SUB LOT 2 PORTION THEREOF	F-2
17305120		70.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM NE1/4 SW1/4 & N1/2 SE1/4 SW1/4 & N1/2 S1/2 SE1/4 SW1/4	F-3
17305234		80.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM E1/2 SE1/4 E1/2 SE1/4 SW1/4 & NW1/4 SW1/4 SE1/4	F-3
17305235		70.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM NW1/4 SE1/4 & E1/2 SE1/4 SW1/4 & NW1/4 SW1/4 SE1/4	F-3
17307076	5601 CARTER DR	5.93	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0840119 PIONEER VALLEY SUB LOT 2	F-4
17307094	184 SKYLINE DR	7.83	Hillstrands Homestead Lot 1	F-5
17308034	192 SKYLINE DR	3.00	T 6S R 13W SEC 8 SEWARD MERIDIAN HM 0960051 TULIN TERRACE SUB UPPER TERRACE LOT 34	F-5
17307095,6	188 SKYLINE DR	8.34	Hillstrands Homestead Lot 2	F-5

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17366006		6.95	T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN NE1/4 NW1/4 STARTING @ 1/4 CORNER SECS 4 & 9; TH S 1320 FT TO CN1/16 CORNER; TH W 1320 FT TO NW1/16 CORNER; TH E 1020 FT TO POB; TH N 995 FT TO THREAD OF BRIDGE CREEK; TH E ON THREAD OF BRIDGE CREEK TO N-S CEN	F-6
17366007		13.55	T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN NE1/4 NW1/4 STARTING @ 1/4 CORNER SECS 4 & 9; TH S 1320 FT TO CN1/16 CORNER; TH W 1320 FT TO NW1/16 CORNER; TH E 390 FT TO POB; TH N 960 FT TO THREAD OF BRIDGE CREEK; TH E ON THREAD OF BRIDGE CREEK 650 FT; TH	F-6
17366008		9.10	T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN OF NE1/4 NW1/4 STARTING @ 1/4 CORNER OF SECS 4 & 9; TH S 1320 FT TO CN1/16 CORNER; TH W 1320 FT TO NW1/16 CORNER; TH E 390 FT TO POB; TH N 960 FT TO THREAD OF BRIDGE CREEK; TH W ON THREAD OF BRIDGE CREEK 400	F-6
17714006		39.24	T 6S R 13W SEC 20 SEWARD MERIDIAN HM NW1/4 SE1/4 EXC HOMER BY PASS RD	G-2
18101023		3.00	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 9 LYING NORTH OF HOMER SPIT RD	G-3
18101024		2.16	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 9 LYING SOUTH OF HOMER SPIT RD	G-3
18102001		3.94	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 8	G-3
18102002	3079 HOMER SPIT RD	7.10	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 7	G-3
18102003		1.02	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0630660 WALTER DUFOUR SUB LOT 1	G-4
18102004		6.90	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0630060 WALTER DUFOUR SUB TRACT A	G-4
18102005		17.46	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING NORTH OF HOMER SPIT RD	G-4
18102006		7.50	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING SOUTH OF HOMER SPIT RD	G-4

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18102009		9.00	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 5 LYING NORTH OF HOMER SPIT RD	G-4
18102010		3.90	T 6S R 13W SEC 27 SEWARD MERIDIAN HM PORTION OF GOVT LOT 5 LYING SOUTH OF HOMER SPIT HWY	G-4
18102014		25.19	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0770055 WALTER DUFOUR SUB TRACT B TRACT B	G-4
18102018		19.66	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 2001008 LOUIE'S LAGOON LOT 6-A	G-5
18102019		25.81	T 6S R 13W SEC 26 & 27 SEWARD MERIDIAN HM 2001008 LOUIE'S LAGOON LOT 6-B	G-5

ATS 612



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



COMMITTEE OF THE WHOLE
5:00 P.M. TUESDAY
MARCH 26, 2013

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

COMMITTEE OF THE WHOLE AGENDA

1. CALL TO ORDER, 5:00 P.M.

Councilmembers Howard and Zak have requested excusal.

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

3. WELLNESS COMMITTEE REPORT

4. CITY LOGO AND GRAPHIC USAGE STANDARDS

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5. CONSENT AGENDA

6. REGULAR MEETING AGENDA

7. COMMENTS OF THE AUDIENCE

8. ADJOURNMENT NO LATER THAN 5:50 P.M.

Next Regular Meeting is Monday, April 8, 2013 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, April 15, 2013 at 5:15 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

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



REGULAR MEETING
6:00 P.M. TUESDAY
MARCH 26, 2013

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

REGULAR MEETING AGENDA

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

Councilmember Zak has requested excusal.

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

2. AGENDA APPROVAL

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

3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

4. RECONSIDERATION

5. CONSENT AGENDA

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

- A. Homer City Council unapproved Regular meeting minutes of March 11, 2013. City Clerk. Recommend adoption.

Page 25

- B. **Memorandum 13-038**, from Mayor Wythe, Re: Reappointment of Caroline Venuti to the Transportation Advisory Committee. Page 35
- C. **Ordinance 13-08**, An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating Up to \$110,000 From the Sewer Reserve Fund for the Repair of Flood Damage at the Wastewater Treatment Plant and Implementing Mitigation Measures. City Manager/Public Works Director. Recommended dates: Introduction March 26, 2013, Public Hearing and Second Reading April 8, 2013. Page 39
- Memorandum 13-039 from Public Works Director as backup. Page 43
- D. **Ordinance 13-09**, An Ordinance of the City Council of Homer, Alaska, Appropriating Funds and Establishing a Project Budget for Administration and Direct Services Provided in Support of the Homer Natural Gas Distribution System Special Assessment District. City Manager. Recommended dates: Introduction March 26, 2013, Public Hearing and Second Reading April 8, 2013. Page 45
- E. **Resolution 13-028**, A Resolution of the City Council of Homer, Alaska, Adopting the City of Homer Logo and the City of Homer Logo and Graphic Usage Standards. City Manager. Recommend adoption. Page 69
- Memorandum 13-046 from Graphic Standards Team as backup. Page 71
- F. **Resolution 13-029**, A Resolution of the City Council of Homer, Alaska, Approving a Ten Year Lease with No Options for Fortune Sea, LLC on Lot 19, Homer Spit Subdivision No. 5. City Manager. Recommend adoption. Page 91
- G. **Resolution 13-030**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for the Light Vehicle Purchase for the Port and Harbor, Fire Department, and Police Department to the Firm of Kendall Ford Wasilla of Wasilla, Alaska, in the Amount of \$91,281.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption. Page 147
- Memorandum 13-045 from Port and Harbor Director as backup. Page 149
- H. **Resolution 13-031**, A Resolution of the City Council of Homer, Alaska, Inviting the Governor to Have the Governor's Family Picnic in Homer. Mayor. Recommend adoption. Page 153
6. **VISITORS**

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

A. **Anderson Group**, Lobbyist Report, via Skype, 10 minutes

B. Borough Report

C. Commissions/Board Reports:

1. Library Advisory Board

2. Homer Advisory Planning Commission

3. Economic Development Advisory Commission

4. Parks and Recreation Advisory Commission

5. Port and Harbor Advisory Commission

D. Mayor Wythe's Report – Juneau Trip of February 26-28, 2013 Page 159

8. PUBLIC HEARING(S)

A. **Ordinance 13-07**, An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating up to \$42,450 from the Sewer, Water and Fleet Reserve Fund for the Purchase of a Steamer Truck. City Manager/Public Works Director. Recommended dates: Introduction March 11, 2013, Public Hearing and Second Reading March 26, 2013. Page 163

Memorandum 13-037 from Public Works Superintendent as backup. Page 169

9. ORDINANCE(S)

10. CITY MANAGER'S REPORT

A. City Manager's Report Page 171

11. CITY ATTORNEY REPORT

12. COMMITTEE REPORT

A. Public Arts Committee

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

13. PENDING BUSINESS

14. NEW BUSINESS

15. RESOLUTIONS

16. COMMENTS OF THE AUDIENCE

17. COMMENTS OF THE CITY ATTORNEY

18. COMMENTS OF THE CITY CLERK

19. COMMENTS OF THE CITY MANAGER

20. COMMENTS OF THE MAYOR

21. COMMENTS OF THE CITY COUNCIL

22. ADJOURNMENT

Next Regular Meeting is Monday, April 8, 2013 at 6:00 p.m. and Committee of the Whole 5:00 p.m. A Worksession is scheduled for Monday, April 15, 2013 at 5:15 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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

RECONSIDERATION

CONSENT AGENDA

Session 13-07 a Regular Meeting of the Homer City Council was called to order on March 11, 2013 at 6:00 p.m. by Mayor Mary E. Wythe at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: BURGESS (telephonic), HOWARD (telephonic),
LEWIS, ROBERTS, ZAK (telephonic)

ABSENT: DOLMA (excused)

STAFF: CITY MANAGER WREDE
CITY CLERK JOHNSON
CITY ATTORNEY WELLS
COMMUNITY & ECONOMIC DEVELOPMENT
COORDINATOR KOESTER
IT MANAGER POOLOS
PORT AND HARBOR DIRECTOR HAWKINS

Councilmembers Howard, Zak, and Burgess have requested telephonic participation.
Councilmember Dolma has requested excusal.

There were not enough members present in person to vote on allowing telephonic participation for Councilmembers Howard, Zak, and Burgess.

Mayor Wythe declared Councilmember Dolma's absence as excused. There was no objection from the Council.

Council met as a Committee of the Whole from 5:00 p.m. to 5:23 p.m. to discuss Commission and Committee Reports, Consent Agenda, and Regular Meeting Agenda items.

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

AGENDA APPROVAL

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

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

CONSENT AGENDA - Letters from Borough Clerk voicing non-objection to Liquor License Renewals for Don Jose's, Homer Liquor and Wine Company, Patel's, and Patel's #2; Substitute Resolution 13-023(S), A Resolution of the City Council of Homer, Alaska, Noting the

Sufficiency of the Petition for the Webber Subdivision Road Reconstruction and Paving Special Assessment District and Setting the Public Hearing Date for May 28 13, 2013; CITY ATTORNEY REPORT - City Attorney report for February, 2013.

ROBERTS/LEWIS - MOVED TO ACCEPT THE AGENDA AS AMENDED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

There was no public comment.

RECONSIDERATION

CONSENT AGENDA

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

- A. Homer City Council unapproved Regular meeting minutes of February 25, 2013. City Clerk. Recommend adoption.
- B. **Memorandum 13-034**, from Deputy City Clerk, Re: Application for Liquor License Renewals for Don Jose's, Homer Liquor and Wine Company, Patel's, and Patel's #2.
- C. **Memorandum 13-035**, from Mayor, Re: Appointment of Nick Garay to the Prince William Sound Citizens Advisory Commission.
- D. **Ordinance 13-06**, An Ordinance of the Homer City Council, Amending HCC 3.12.020 Permanent Fund Contributions, and HCC 3.12.060 Expenditures of Income, to Provide that Five Percent of Income from the Homer Permanent Fund Income Sub-Fund is Available to be Appropriated for Grants to The Homer Foundation for the Benefit of the Community. City Clerk/Permanent Fund Committee. Recommended dates: Introduction March 11, 2013, Public Hearing and Second Reading March 26, 2013.

Memorandum 13-036 from Permanent Fund Committee as backup.

- E. **Ordinance 13-07**, An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating up to \$42,450 from the Sewer, Water and Fleet Reserve Fund for the Purchase of a Steamer Truck. City Manager/Public Works Director. Recommended dates: Introduction March 11, 2013, Public Hearing and Second Reading March 26, 2013.

Memorandum 13-037 from Public Works Superintendent as backup.

- F. **Resolution 13-023**, A Resolution of the City Council of Homer, Alaska, Noting the Sufficiency of the Petition for the Webber Subdivision Road Reconstruction and Paving Special Assessment District and Setting the Public Hearing Date for May 28, 2013. City Clerk. Recommend adoption.

Resolution 13-023(S), A Resolution of the City Council of Homer, Alaska, Noting the Sufficiency of the Petition for the Webber Subdivision Road Reconstruction and Paving Special Assessment District and Setting the Public Hearing Date for May ~~28~~13, 2013. City Clerk. Recommend adoption.

- G. **Resolution 13-024**, A Resolution of the City Council of Homer, Alaska, Urging the State of Alaska to Fully Fund Kachemak Bay State Parks. Mayor/Burgess. Recommend adoption.
- H. **Resolution 13-025**, A Resolution of the Homer City Council Urging the Alaska State Legislature to Allocate Funds to Upgrade the Football Field at Homer High School to Artificial Turf. Roberts. Recommend adoption.
- I. **Resolution 13-026**, A Resolution of the City Council of Homer, Alaska, Expressing Support for HB 131, an Act Relating to Abandoned and Derelict Vessels. Mayor. Recommend adoption.
- J. **Resolution 13-027**, A Resolution of the City Council of Homer, Alaska, Expressing Support for HB 4, Legislative Efforts to Construct a Natural Gas Pipeline from the North Slope to South Central Alaska. Mayor. Recommend adoption.

Councilmember Howard removed Item D – Ordinance 13-06 from the Consent Agenda to Ordinances.

Mayor Wythe called for a motion for the adoption of the recommendations of the consent agenda as read.

LEWIS/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORTS

REPORT/COMMISSION

A. Borough Report

Mako Haggerty, Kenai Peninsula Assemblyman, reported the Borough is contracting out the operations and maintenance of the Homer Bailing Facility. D & L Services has been selected as the contractor and is to maintain the same level of availability.

The comment period on the Municipal Entitlement Program has ended. This project will identify the remaining 28,000 acres of State lands located throughout the Kenai Peninsula Borough that will be selected under the Municipal Entitlement Program. During the months of March and April borough staff will be reviewing and discussing the public outreach comments received in January and February with City, State and Federal Agencies. Based on public input, agency coordination, and staff findings a 28,000 acre selection recommendation by staff will then be forwarded to the local Advisory Planning Commissions and the Borough's Planning Commission before the Assembly considers approval on July 2nd.

B. Commissions/Board Reports:

1. Library Advisory Board
2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission

Lindianne Sarno, EDC Chair, reported the commission was tasked with establishing Homer as an agricultural hub. Kyra Wagner of Sustainable Homer reported we have good markets for food, but need more local agricultural production. Woofing (worldwide opportunities on organic farms or willing workers on organic farms) has enterprising workers flocking to Alaska in the summer to work on farms in return for food and shelter. Woofers and woof hosts post their information

on their websites. There is a sizeable movement of energetic young people to Homer in the summer.

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

PUBLIC HEARING(S)

ORDINANCE(S)

- A. **Ordinance 13-06**, An Ordinance of the Homer City Council, Amending HCC 3.12.020 Permanent Fund Contributions, and HCC 3.12.060 Expenditures of Income, to Provide that Five Percent of Income from the Homer Permanent Fund Income Sub-Fund is Available to be Appropriated for Grants to The Homer Foundation for the Benefit of the Community. City Clerk/Permanent Fund Committee. Recommended dates: Introduction March 11, 2013, Public Hearing and Second Reading March 26, 2013.

Memorandum 13-036 from Permanent Fund Committee as backup.

Mayor Wythe called for a motion for the adoption of Ordinance 13-06 for introduction and first reading by reading of title only.

ROBERTS/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ROBERTS/LEWIS - MOVED TO POSTPONE ORDINANCE 13-06 TO THE FIRST MEETING IN APRIL AND RETURN TO THE PERMANENT FUND COMMITTEE FOR REVIEW.

HOWARD/ROBERTS – MOVED FOR A FRIENDLY AMENDMENT TO MAKE IT THE SECOND MEETING IN APRIL.

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

Motion carried.

CITY MANAGER'S REPORT

A. City Manager's Report

City Manager Wrede reported on the two legal opinions pertaining to condominium assessments for the gas line. Attorney Sally Kucko of Groh Eggers, LLC is a well known expert in condominium associations. Attorney James McCollum is also experienced in condominium law, working with builders, contractors, and developers in setting up condominium associations. Both attorneys have over 20 years experience in condominium law.

Attorney Kucko was provided with the material Council received from Mr. Ken Castner laying out his arguments against the individual assessments for condominiums. She addresses Mr. Castner's arguments one by one, and concluded Attorney Klinkner is right. That is what the law says and how it is applied, but there are always cracks that can be argued. As to the Wisconsin case cited in Mr. Castner's arguments, it would be a very high bar to win. To find the assessment disproportionate to condo owners there would need to be a showing of misconduct or fraud. Attorney McCollum too agrees with Attorney Klinkner that it is proper to assess condominiums individually.

All legal opinions are posted on the City's website: <http://www.cityofhomer-ak.gov/>

Councilmember Burgess asked if there was anything the City could do to further justify the assessment mechanism as equitable.

Attorney Holly Wells advised Council has done a more than comprehensive job in the detailed legal opinions to support the decision. Even in the unlikely circumstance of the validity of proportionality of the assessment, this is not the time for that issue as it is not ripe. The merits of that argument will come when the assessment roll is finalized. It gives Council another opportunity to look at weaknesses that might surround the proportioned assessment. Council has done more than adequate preparation; the final assessment roll gives another opportunity to look at the reality.

City Manager Wrede reported Council held a series of workshops and analyzed different ways to assess. Council walked through all the pros and cons of ways to levy assessments and this way was chosen. There is quite a bit of discussion on the public record already; it could be discussed more as we move along.

Mayor Wythe recognized the six employees' anniversaries for a combined 48 years of service to the community.

1. Lobbyist Report

B. Bid Report

CITY ATTORNEY REPORT

COMMITTEE REPORT

A. Public Arts Committee

B. Transportation Advisory Committee

C. Permanent Fund Committee

D. Lease Committee

E. Port and Harbor Improvement Committee

F. Employee Committee Report

Mayor Wythe declared her ongoing conflict of interest in relation to the gas line and passed the gavel to Mayor Pro Tempore Roberts.

PENDING BUSINESS

- A. **Resolution 13-017(S)**, A Resolution of the City Council of Homer, Alaska, Approving a Contribution in Aid of Construction Agreement (CIAC) Between the City of Homer and Enstar Natural Gas Company for Construction of Improvements Within the Homer Natural Gas Distribution System Special Assessment District, in an Amount Not to Exceed \$12,160,632. City Manager. (Postponed from February 25, 2013)

Motion on the floor from February 25: MOTION FOR THE ADOPTION OF RESOLUTION 13-017(S) BY READING OF TITLE ONLY.

City Manager Wrede reported there was lengthy discussion with Enstar on the free main allowance for the trunk line. He and Attorney Klinkner met with Enstar's attorney and the regulatory folks. City Manager Wrede and Attorney Klinkner decided it was an issue they did not want to push since the chances of success were pretty slim given the barriers involved. It would have required redoing the tariff and it was likely construction would be postponed for a year. The City would have had to file a formal complaint with the regulatory commission so the issue was dropped.

Mayor Pro Tempore Roberts called for a motion for the adoption of Resolution 13-017(S) by reading of title only.

LEWIS/BURGESS - SO MOVED.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Pro Tempore Roberts passed the gavel back to Mayor Wythe.

NEW BUSINESS

RESOLUTIONS

COMMENTS OF THE AUDIENCE

Mako Haggerty, Homer resident, thanked Councilmember Burgess for bringing Resolution 13-024 forward. He disagrees with the Borough's privatization of the transfer station and did what he could to prevent it. He appreciates the report on Woofers and hopes they can become our new immigrant class, replacing those that used to come to Homer for fishing.

COMMENTS OF THE CITY ATTORNEY

City Attorney Wells thanked Council for letting her be here on a gorgeous Homer day.

COMMENTS OF THE CITY CLERK

City Clerk Johnson had no comment.

COMMENTS OF THE CITY MANAGER

City Manager Wrede had no comment.

COMMENTS OF THE MAYOR

Mayor Wythe thanked everyone for the opportunity to travel to Juneau with Katie Koester. They had a great trip and success while there. The reports will be in the following packet.

COMMENTS OF THE CITY COUNCIL

Councilmember Howard will be happy to be back in person for the next meeting.

Councilmember Burgess reminded everyone the Mayor also sponsored the State Parks resolution. He congratulated the Homer Police Department and the community as a whole for the recent vindication on the airport shooting. He congratulated all the people that worked very hard for that. He thanked Council for allowing him to participate telephonically.

Councilmembers Zak, Roberts, and Lewis had no comment.

ADJOURNMENT

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 6:38 p.m. The next Regular Meeting is Tuesday, March 26, 2013 at 6:00 p.m., Committee of the Whole 5:00 p.m., and Worksession 4:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, CMC, CITY CLERK

Approved: _____

**Office of the Mayor
Mary E. Wythe
Homer City Hall**

491 E. Pioneer Avenue
Homer, Alaska 99603-7624



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

MEMORANDUM 13-038

TO: HOMER CITY COUNCIL

FROM: MARY E. WYTHE, MAYOR

DATE: MARCH 19, 2013

SUBJECT: REAPPOINTMENT OF CAROLINE VENUTI TO THE TRANSPORTATION ADVISORY COMMITTEE.

Caroline Venuti is reappointed to the Transportation Advisory Committee. Her appointment will expire April 1, 2016.

RECOMMENDATION:

Confirm the reappointment of Caroline Venuti to the Transportation Advisory Committee.

Fiscal Note: N/A

Jo Johnson

From: Melissa Jacobsen
Sent: Tuesday, March 19, 2013 8:39 AM
To: Jo Johnson
Subject: FW: Caroline's TAC appointment

Caroline Venuti requests reappointment to TAC

From: Caroline [<mailto:fcvenuti@gmail.com>]
Sent: Monday, March 18, 2013 6:02 PM
To: Melissa Jacobsen
Subject: Re: Caroline's TAC appointment

Hi Melissa - Please keep my name on the transportation committee . Thank you for the reminder that I needed to update my name. Caroline Venuti

Sent from my iPhone

On Feb 28, 2013, at 8:48 AM, "Melissa Jacobsen" <MJacobsen@ci.homer.ak.us> wrote:

Good morning Caroline,

Your appointment to the TAC expires on April 1st this year. Could you please send me an email or drop off a letter stating if you wish to be reappointed to the Committee? If I could get it before March 20th that would be great.

Thank you! Melissa

*Melissa Jacobsen, CMC
Deputy City Clerk
City of Homer, Alaska
907-435-3107*

City of Homer City Clerk's Office

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

ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-08

An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating Up to \$110,000 From the Sewer Reserve Fund for the Repair of Flood Damage at the Wastewater Treatment Plant and Implementing Mitigation Measures.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 26, 2013 Introduction
 - a. Memorandum 13-039 from Public Works Director as backup

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 13-08

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE 2013 OPERATING BUDGET BY
APPROPRIATING UP TO \$110,000 FROM THE SEWER
RESERVE FUND FOR THE REPAIR OF FLOOD DAMAGE AT
THE WASTEWATER TREATMENT PLANT AND
IMPLEMENTING MITIGATION MEASURES.

WHEREAS, The wastewater treatment plant was damaged by an unprecedented flooding
event on January 13, 2013 (see Memorandum 13-039); and

WHEREAS, The cost to repair the damage is expected to exceed \$100,000; and

WHEREAS, The City's insurance policy is expected to cover damage to the plant up to the
deductible of \$100,000; and

WHEREAS, Public Works has identified improvements that will eliminate the potential
for this type of event from happening again; the cost is expected to be no more than \$10,000 (see
Memorandum 13-039).

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2013 Operating Budget is hereby amended by appropriating not more
than \$100,000 from the Sewer Reserve fund for the repair of flood damage at the wastewater
treatment plant (WWTP) that occurred on January 13, 2013.

Section 2. The FY 2013 Operating Budget is hereby amended by appropriating not more
than \$10,000 from the Sewer Reserve fund for installation of improvements to eliminate future
flood events similar that which occurred on January 13, 2013.

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
256-379 (Sewer Reserve Fund)	WWTP Flood Damage Repair	\$100,000
256-379 (Sewer Reserve Fund)	WWTP Flood Mitigation	\$ 10,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
_____, 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

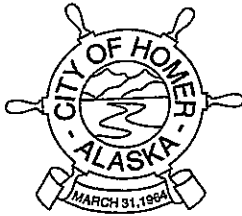
Reviewed and approved as to form:

Walt E. Wrede, City Manager

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



CITY OF HOMER

PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FACSIMILE (907)235-3145

MEMORANDUM 13-039

TO: Walt Wrede, City Manager

FROM: Carey Meyer, Public Works Director

DATE: March 18, 2013

RE: **Wastewater Treatment Plant Flood Damage – January 2013
Request for Funding**

The City's wastewater treatment plant was damaged on January 13, 2013 due to unprecedented flooding at the plant. The lower level of the plant was flooded with 3-4 feet of water; damaging an air compressor, parts and supplies; post treatment UV disinfection equipment; SCADA cards; and pumps, motors, and other supplies and tools.

The Finance Department has made a claim to our insurance carrier (AML) based on data provided by the treatment plant operating personnel. The claim includes the cost of replacing all damaged equipment and supplies; and the labor cost associated with returning the plant to its pre-flood operational status. Public Works is providing AML with all necessary information needed to finalize our claim; all indications are that the cost of repairs will be covered by our insurance policy. The policy in effect at the time of the incident has a deductible of \$100,000.

Currently, Public Works estimates that the cost to repair the damage (including replacement of damaged items and labor associated with flood response, clean-up, and repair) totals between \$130 – \$150,000. Public Works has every reason to believe that our insurance will cover all costs in excess of \$100,000.

The flooding was a result of the "surcharging" of the lift station wet well and the sewer lines coming into the treatment plant. This condition forced water up into the floor drains serving the lower level of the plant. Public Works has determined how to keep this from happening again. A valve will be placed on the floor drain piping between the plant and the wet well (in a new manhole). This installation (expected to be completed this Spring by City personnel) is estimated to cost up to \$10,000.

Recommendations: The City Council pass an ordinance authorizing the use of Sewer Reserve account funds to complete repairs to the wastewater treatment plant in the amount of \$100,000; and an additional \$10,000 to complete improvements that will keep similar flooding from occurring again.

ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-09

An Ordinance of the City Council of Homer, Alaska, Appropriating Funds and Establishing a Project Budget for Administration and Direct Services Provided in Support of the Homer Natural Gas Distribution System Special Assessment District.

Sponsor: City Manager

1. City Council Regular Meeting March 26, 2013 Introduction
 - a. Ordinance 13-02
 - b. Ordinance 13-03(S)(2)
 - c. Resolution 13-017(S)

City Manager

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
175-375	Bond Proceeds / HSAD	\$539,368

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
175-375	Admin / Direct Services /HSAD	\$539,368

Section 2. The Council hereby established the following project budget for administration and direct services in support of the Special Assessment District:

Personnel / Labor	\$416,000
Equipment	21,350
Vehicles Expenses	16,500
Mailing	10,000
Copying	2,500
Advertising	2,500
Recording Fees	2,500
Contingency	<u>68,018</u>
TOTAL	\$539,368

Section 3. This ordinance is a budget amendment only, is not of a permanent nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____, 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

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YES:
NO:
ABSTAIN:
ABSENT:

First Reading:
Public Hearing:
Second Reading:
Effective Date:

Reviewed and approved as to form:

Walt E. Wrede, City Manager
Date: _____

Thomas F. Klinkner, City Attorney
Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 13-02

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA CREATING THE CITY OF HOMER NATURAL
GAS DISTRIBUTION SPECIAL ASSESSMENT DISTRICT,
APPROVING THE IMPROVEMENT PLAN FOR THE
DISTRICT, AND AUTHORIZING THE CITY MANAGER TO
PROCEED WITH THE IMPROVEMENT.

WHEREAS, On July 23, 2012 the Council adopted Resolution 12-069 initiating a special
assessment district for a natural gas distribution system in the City; and

WHEREAS, On September 24, 2012, the Council adopted Resolution 12-081 accepting
and approving the improvement plan submitted by the City Manager for the proposed natural gas
distribution system special assessment district; and

WHEREAS, Notice of a public hearing on the improvement plan has been published at
least twice in a newspaper of general circulation in the City, and mailed via certified mail to
every record owner of real property in the proposed district not less than 60 days before the
hearing; and

WHEREAS, The Council conducted public hearings on the improvement plan on January
14, and January 28, 2013; and

WHEREAS, Owners of real property that would bear 50 percent or more of the assessed
cost of the improvement did not file timely written objections to the improvement plan with the
City Clerk.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The natural gas distribution system in the City that is proposed in the
improvement plan will improve the public health, safety and welfare, and is necessary and of
benefit to the properties to be assessed.

Section 2. Owners of real property that would bear 50 percent or more of the assessed
cost of the improvement did not file timely written objections to the improvement plan with the
City Clerk

Section 3. There is hereby created the City of Homer Natural Gas Distribution Special
Assessment District ("District"). The improvement that is to be constructed in the District shall
be as described in the improvement plan and illustrated in Exhibit B to this ordinance. The
properties that are to be assessed for the improvement are described in Exhibit A to this
ordinance.

Section 6. The City Manager is authorized to proceed with the improvement, negotiate for the sale of a special assessment bond or other financing for the construction of the improvement for Council approval, and take such other actions that are necessary to accomplish the improvement in accordance with the improvement plan upon financing approval by the Council.

Section 8. The special assessments against properties in the District are liens on those properties and are prior and paramount to all liens except municipal real property tax liens and may be enforced as provided for the enforcement of municipal real property tax liens.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 11th day of February, 2013.

Francie W Roberts
FRANCIE ROBERTS, MAYOR
PRO TEMPORE

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES: 6

NO: 8

ABSTAIN: 8

ABSENT: 8

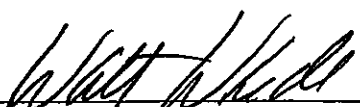
First Reading: 1/28/13

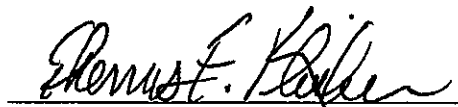
Public Hearing: 2/11/13

Second Reading: 2/11/13

Effective Date: 2/12/13

Reviewed and approved as to form:


Walt E. Wrede, City Manager


Thomas F. Klinkner, City Attorney

Date: 2/14/13

Date: 2-20-13

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 13-03(S)(2)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AUTHORIZING THE CITY TO ISSUE A NATURAL GAS DISTRIBUTION SPECIAL ASSESSMENT BOND IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$12,700,000 TO FINANCE THE DESIGN AND CONSTRUCTION OF NATURAL GAS DISTRIBUTION IMPROVEMENTS IN THE CITY, FIXING CERTAIN DETAILS OF SUCH BOND AND AUTHORIZING ITS SALE; AND REPEALING HCC CHAPTER 17.08.

WHEREAS, On February 11, 2013, the Council adopted Ordinance 13-02 creating the City of Homer Natural Gas Distribution Special Assessment District ("District"), and authorizing the City Manager to proceed with the design and construction of a natural gas distribution system in the District (the "Improvement"), and negotiate for the sale of special assessment bonds or other financing for the construction of the Improvement for Council approval; and

WHEREAS, Interim financing for the Improvement is required in anticipation of the levying of special assessments against the real property in the District, and after the levying of the assessments, long-term financing for the Improvement will be required; and

WHEREAS, AS 29.46.130 and AS 29.46.140 authorize the City of Homer "City" respectively to issue notes to obtain interim financing for improvements in a special assessment district, and to issue bonds to obtain long-term financing for improvements in a special assessment district, in each case payable out of special assessments for the improvement, without voter approval; and

WHEREAS, The City Manager has negotiated a Loan Agreement between the Kenai Peninsula Borough ("Lender") and the City, the form of which is now before this meeting, which provides for the Lender to purchase a bond to finance the Improvement on the terms and conditions set forth therein and in this Ordinance, and it is in the best interest of the City that the City sell the bond to the Lender under such terms and conditions; and

WHEREAS, Homer City Code Chapter 17.08, regarding special assessment bonds, contains terms that are obsolete and conflict with the terms of the financing authorized by this ordinance, and should be repealed.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1 – Definitions. In addition to the terms that are defined in the recitals above, the following terms shall have the following meanings in this Ordinance:

47 "Bond Register" means the registration books maintained by the Registrar as Bond
48 registrar, which include the names and addresses of the owners or nominees of the owners of the
49 Bond.

50
51 "Bond" means the "Natural Gas Distribution Special Assessment Bond, 2013" of the
52 City, the issuance and sale of which are authorized herein.

53
54 "City" means the City of Homer, a municipal corporation of the State of Alaska,
55 organized as a first class city under Title 29 of the Alaska Statutes.

56
57 "Council" means the Council of the City of Homer, as the general legislative authority of
58 the City, as the same shall be duly and regularly constituted from time to time.

59
60 "District" means the Homer Natural Gas Distribution System Special Assessment District
61 created by Ordinance 13-02.

62
63 "ENSTAR" means ENSTAR Natural Gas Company, a division of Semco Energy, Inc., a
64 Michigan corporation.

65
66 "Guaranty Fund" means the fund of that name created by Section 15.

67
68 "Improvement" means the natural gas distribution system to be constructed in the
69 District.

70
71 "Lender" means the Kenai Peninsula Borough, a municipal corporation of the State of
72 Alaska, organized as a second class borough under Title 29 of the Alaska Statutes.

73
74 "Loan Agreement" means the Loan Agreement between the City and the Lender
75 concerning the Bond.

76
77 "Ordinance" means this Ordinance 13-03(S) of the City.

78
79 "Registered Owner" means the person named as the registered owner of a Bond in the
80 Bond Register. The Lender is the initial Registered Owner.

81
82 "Registrar" means the City Treasurer, or any successor that the City may appoint by
83 resolution.

84
85 "Reserve Fund" means the fund of that name created by Section 14.

86
87 "Sinking Fund" means the fund of that name created by Section 13.

"Special Assessments" means all special assessments to be levied against real property in the District to pay the costs of the Improvement.

Section 2 – Authorization of Bond and Purpose of Issuance. For the purpose of providing the funds necessary to pay the costs of designing and constructing the Improvement, to pay interest on the Bond during the construction of the Improvement, the funding of the reserves required herein, and to pay all costs incidental thereto and to the issuance of the Bond, the City shall issue the Bond in a principal amount equal to the aggregate amount of the advances that the Registered Owner makes to the City for such purposes, but not to exceed \$12,700,000.

Section 3 – Obligation of Bond. The Bond is a special obligation of the City and is payable solely from assessments to be levied against the real property in the District for the Improvement, and funds pledged for the payment of the Bond under this Ordinance. Said assessments shall constitute a sinking fund for the payment of principal of and interest on the Bond. Neither the faith and credit nor the taxing power of the City is pledged for the payment of the Bond.

Section 4 – Description of Bond. The Bond shall be designated "City of Homer Natural Gas Distribution Special Assessment Bond, 2013," shall be issued in fully registered form, and shall be numbered in the manner and with such additional designation as the Registrar deems necessary for purposes of identification, and may have endorsed thereon such legends or text as may be necessary or appropriate to conform to the rules and regulations of any governmental authority or any usage or requirement of law with respect thereto. The Bond shall be dated as of its delivery date.

The Bond shall bear interest from its date at a rate of Four Percent (4.0%) per annum, and shall be payable in two payments of interest only on the 1st days of April 2014 and 2015, and ten equal annual installments of principal and interest, commencing on the 1st day of April 2016 and continuing on April 1 of each year thereafter, until April 1, 2025, when the remaining principal balance of the Bond, plus accrued interest, shall be due and payable. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

Section 5 – Optional Redemption. The Bond shall be subject to optional redemption in whole or in part at any time, at a redemption price equal to the principal amount of the Bond to be redeemed plus accrued interest to the date of redemption.

Section 6 – Notice of Redemption. Notice of any intended redemption of the Bond shall be given not less than 10 nor more than 45 days prior to the date fixed for redemption by first class mail to the Registered Owner of the Bond at its address as it appears on the Bond Register on the day the notice is mailed. The requirements of this section shall be deemed to be complied with when notice is mailed as herein provided, whether or not it is actually received by the Registered Owner. All official notices of redemption shall be dated and shall state the redemption date and the redemption price.

Section 7 – Form of Bond. The Bond shall be in substantially the following form, with such variations, omissions and insertions as may be required or permitted by this Ordinance:

UNITED STATES OF AMERICA
STATE OF ALASKA
CITY OF HOMER

No. _____ \$ _____

NATURAL GAS DISTRIBUTION SPECIAL ASSESSMENT BOND, 2013

REGISTERED OWNER:

PRINCIPAL AMOUNT:

The City of Homer (the "City"), a municipal corporation of the State of Alaska, acknowledges itself indebted and for value received promises to pay (but only out of the sources mentioned herein) to the Registered Owner identified above, or its registered assigns, a principal amount equal to the aggregate amount of the advances that the Registered Owner makes to the City to pay the costs of designing and constructing the Improvement, to pay interest on the Bond during the construction of the Improvement, the funding of the reserves required herein, and to pay all costs incidental thereto and to the issuance of the Bond, but not to exceed Twelve Million Seven Hundred Thousand Dollars (\$12,700,000), together with accrued interest on the outstanding principal amount of this Bond at a rate of Four Percent (4.0%) per annum. This Bond is payable in two payments of interest only on the 1st days of April 2014 and 2015, and ten equal annual installments of principal and interest, commencing on the 1st day of April 2016 and continuing on April 1 of each year thereafter, until April 1, 2025, when the remaining principal balance of the Bond, plus accrued interest, shall be due and payable. Both principal of and interest on this Bond shall be payable in any lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months. Installments of principal and interest on this Bond shall be paid at the office of the Registered Owner in Soldotna, Alaska, or at the option of the Registered Owner at the office of the Treasurer of the City in Homer, Alaska

This Bond is subject to prepayment by or on behalf of the City, in whole or in part, at any time without penalty, upon notice as provided in the Ordinance referred to below (the "Ordinance").

This Bond is issued pursuant to Chapter 46, Title 29 of the Alaska Statutes and Ordinance 13-03(S) of the City duly and regularly adopted February 25, 2013, for the purpose of providing funds to pay the costs of designing and constructing a natural gas distribution system (the "Improvement") in the City of Homer Natural Gas Distribution Special Assessment District, and

is the single registered Bond entitled \$12,700,000 City of Homer Natural Gas Distribution Special Assessment Bond, 2013.

THIS BOND IS PAYABLE SOLELY FROM ASSESSMENTS TO BE LEVIED AGAINST THE REAL PROPERTY IN THE CITY OF HOMER NATURAL GAS DISTRIBUTION SPECIAL ASSESSMENT DISTRICT, AND FUNDS PLEDGED FOR THE PAYMENT OF THE BOND UNDER THE ORDINANCE, AND IS NOT A GENERAL OBLIGATION OF THE CITY, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY IS PLEDGED FOR ITS REPAYMENT.


IT IS HEREBY CERTIFIED and declared that this Bond is issued pursuant to and in strict compliance with the Constitution and laws of the State of Alaska and the ordinances of the City of Homer, and that all acts, conditions and things required to happen, to be done and to be performed precedent to and on the issuance of this Bond have happened, been done and been performed.

IN WITNESS WHEREOF, the City of Homer, Alaska, has caused this Bond to be executed by the signature of its Mayor and attested by its Clerk under the seal of the City on this 25th day of March, 2013.

CITY OF HOMER


FRANCIE ROBERTS, MAYOR
PRO TEMPORE

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Section 8 – Execution. The Bond shall be executed in the name of the City by the signature of the Mayor, and its corporate seal shall be impressed or otherwise reproduced thereon and attested by the signature of the City Clerk. The execution of the Bond on behalf of the City by persons who at the time of the execution are duly authorized to hold the proper offices shall be valid and sufficient for all purposes, although any such person shall have ceased to hold office at the time of delivery of the Bond or shall not have held office on the date of the Bond.

Section 9 – Payment of Principal and Interest. The Bond shall be payable in lawful money of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Installments of principal and interest on the Bond shall be

payable on the due date in immediately available funds at the office of the Registered Owner in Soldotna, Alaska, or at another location specified at the option of the Registered Owner; provided that the final installment of the principal of the Bond, plus accrued interest, shall be payable upon presentation and surrender of the Bond by the Registered Owner at the office of the Registered Owner in Soldotna, Alaska.

Section 10 – Registration.

(a) Bond Register. The Bond shall be issued only in registered form as to both principal and interest. The Registrar shall keep, or cause to be kept, a Bond Register at its principal office. The Treasurer of the City is hereby appointed as Registrar and paying agent for the Bond.

(b) Registered Ownership. The City and the Registrar, each in its discretion, may deem and treat the Registered Owner of the Bond as the absolute owner thereof for all purposes, and neither the City nor the Registrar shall be affected by any notice to the contrary. Payment of the Bond shall be made only as described in Section 9, but such registration may be transferred as herein provided. All such payments made as described in Section 9 shall satisfy and discharge the liability of the City upon the Bond to the extent of the amount or amounts so paid.

(c) Transfer or Exchange of Registered Ownership. The registered ownership of the Bond may be transferred or exchanged, but no transfer of the Bond shall be valid unless it is surrendered to the Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Registrar. Upon such surrender, the Registrar shall cancel the surrendered Bond and shall cause to be executed and delivered, without charge to the Registered Owner or transferee, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered and canceled Bond. The Bond may be surrendered to the Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity, and interest rate. The Registrar shall not be obligated to transfer or exchange the Bond following any notice of redemption.

Section 11 – Lost Stolen, Destroyed or Mutilated Bond. Upon surrender to the Registrar of a mutilated Bond, the City shall execute and deliver a new Bond of like maturity and principal amount. Upon filing with the Registrar of evidence satisfactory to the City that a Bond has been destroyed, stolen or lost and of the ownership thereof, and upon furnishing the City with indemnity satisfactory to it, the City shall execute and deliver a new Bond of like maturity and principal amount. The person requesting the execution and delivery of a new Bond under this section shall comply with such other reasonable regulations as the City may prescribe and pay such expenses as the City may incur in connection therewith.

261 Section 12 – Application of Bond Proceeds. The proceeds of the sale of the Bond shall
262 be applied to pay the costs of designing and constructing the Improvement, including the funding
263 of the reserves required herein, and to pay all costs incidental thereto and to the issuance of the
264 Bond, including without limitation the costs of the Lender as provided in the Loan Agreement,
265 and shall be deposited in the appropriate funds or accounts of the City for such purposes.
266

267 Section 13 – Sinking Fund. A special fund of the City designated the "City of Homer
268 Natural Gas Distribution Special Assessment Bond Sinking Fund" is hereby created for the
269 purpose of paying and securing the payment of the Bond. The Sinking Fund shall be held
270 separate and apart from all other funds and accounts of the City and shall be a trust fund for the
271 Registered Owner of the Bond. Payments of principal and interest on assessments levied for the
272 Improvement in the District shall be deposited in the Sinking Fund. Amounts in the Sinking
273 Fund shall be used to pay principal and interest on the Bond, and are hereby pledged for that
274 purpose. Prepayments of assessments shall be applied to prepay the principal of the Bond, and
275 upon any such prepayment the amortization of the principal of the Bond shall be adjusted so that
276 each remaining scheduled payment of principal and interest on the Bond shall be in an equal
277 amount.
278

279 Section 14 – Reserve Fund.
280

281 (a) A special fund of the City designated the "City of Homer Natural Gas Distribution
282 Special Assessment Bond Reserve Fund" is hereby created for the purpose of paying and
283 securing the payment of the Bond, and is hereby pledged for that purpose. The Reserve Fund
284 shall be held separate and apart from all other funds and accounts of the City and shall be a trust
285 fund for the Registered Owner of the Bond. There shall be paid into the Reserve Fund:
286

287 (1) That part of the proceeds of the Bond which is designated for deposit in
288 the Reserve Fund by the Loan Agreement; and
289

290 (2) All monies received from ENSTAR as refunds of main extension
291 advances or free main allowance arising out of new customers connecting to the
292 Improvement; and
293

294 (3) Any Sinking Fund and Guaranty Fund balances remaining after the
295 discharge of the Bond.
296

297 (b) Until the Bond has been discharged, the funds in the Reserve Fund may be used
298 only to pay the difference between the amount of principal and interest due on the Bond and the
299 amount in the Sinking Fund that is available to pay that principal and interest; provided, if the
300 Finance Director determines that the amount of funds available in the Reserve Fund exceeds the
301 amount of the next annual installment of principal and interest due on the Bond, the Finance
302 Director may apply such excess to a prepayment of the Bond.
303

(c) At such time as the Finance Director determines that the sum of the amounts in the Reserve Fund, the Guaranty Fund and the Sinking Fund equals or exceeds the amount required to (i) discharge the Bond, (ii) pay all refunds of assessments required upon discharge of the Bond, and (iii) pay any other amounts that may be owing on the Bond, the Finance Director shall cause such payment to be made and the Bond to be discharged.

Section 15 – Guaranty Fund. A special fund of the City designated the "City of Homer Natural Gas Distribution Special Assessment Bond Guaranty Fund" is hereby created for the purpose of paying and securing the payment of the Bonds, and is hereby pledged for that purpose. The Guaranty Fund shall be held separate and apart from all other funds and accounts of the City and shall be a trust fund for the Registered Owner of the Bonds. The Council annually shall appropriate to the Guaranty Fund a sum the Council determines to be adequate, with all other available funds, to cover a deficiency in the funds available to pay principal and interest on the Bonds if the reason for the deficiency is nonpayment of assessments when due. Money received from actions taken against property for nonpayment of assessments levied in the District shall be credited to the Guaranty Fund. Amounts in the Guaranty Fund shall be used to pay principal and interest on the Bonds when other funds are not available for that purpose.

Section 16 – Amendatory and Supplemental Ordinances.

(a) The Council from time to time and at any time may adopt an Ordinance or Ordinances supplemental hereto, which Ordinance or Ordinances thereafter shall become a part of this Ordinance, for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the City.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Ordinance or in regard to matters or questions arising under this Ordinance as the Council may deem necessary or desirable and not inconsistent with this Ordinance and which shall not adversely affect the interests of the Registered Owner of the Bond.

Any such supplemental Ordinance may be adopted without the consent of the Registered Owner of the Bond, notwithstanding any of the provisions of subsection (b) of this section.

(b) With the consent of the Registered Owners of not less than 60 percent in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an Ordinance or Ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental Ordinance; provided, however, that no such supplemental Ordinance shall:

(1) Extend the due date of any principal installment payable under the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owners of all of the Bond so affected; or

(2) Reduce the aforesaid percentage of Registered Owners of the Bond required to approve any such supplemental Ordinance without the consent of the Registered Owners of all of the Bond then outstanding.

(3) Remove the pledge and lien of this Ordinance on assessments to be levied against the real property in the District, and funds pledged for the payment of the Bond under this Ordinance.

It shall not be necessary for the consent of the Registered Owner of the Bond under this subsection (b) to approve the particular form of any proposed supplemental Ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

(c) Upon the adoption of any supplemental Ordinance pursuant to the provisions of this section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Ordinance of the City and the Registered Owner of the Bond shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendment, and all the terms and conditions of any such supplemental Ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Any Bond executed and delivered after the adoption of any supplemental Ordinance pursuant to this section may bear a notation as to any matter provided for in the supplemental Ordinance, and if the supplemental Ordinance shall so provide, a new Bond so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental Ordinance may be prepared by the City and delivered without cost to the Registered Owner of the Bond then outstanding, upon surrender for cancellation of such Bond in an equal aggregate principal amount.

Section 17 – Sale of Bond; Loan Agreement. The Bond shall be sold at negotiated sale to the Lender as provided in the Loan Agreement. The City Manager is hereby authorized to execute the Loan Agreement, in substantially the form presented at this meeting, but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the

provisions of the Loan Agreement as executed. Upon the execution of the Loan Agreement, the City shall execute and deliver the Bond to the Borough in the form authorized herein.

Section 18 – Authority of Officers. The City Manager, the acting City Manager, the Clerk and the acting Clerk are, and each of them hereby is, authorized and directed to do and perform all things and determine all matters not determined by this Ordinance, to the end that the City may carry out its obligations under the Bond and this Ordinance.

Section 19 – Miscellaneous. No recourse shall be had for the payment of the principal of or the interest on the Bond or for any claim based thereon or on this Ordinance against any member of the Council or officer of the City or any person executing the Bond.

Section 20 – Ordinance a Contract with Registered Owner. In consideration of the purchase and acceptance of the Bond by those who shall own the same from time to time, the provisions of this Ordinance shall constitute a contract with the Registered Owners of each Bond, and the obligations of the City under this Ordinance shall be enforceable by any court of competent jurisdiction; and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Bond.

Section 21 – Severability. If any one or more of the provisions of this Ordinance shall be declared by any court of competent jurisdiction to be contrary to law, then such provision shall be null and void and shall be deemed separable from the remaining provisions of this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Section 22 – Repeal of HCC 17.08. HCC Chapter 17.08 is repealed.

Section 23 – Codification. Section 22 of this Ordinance is of a permanent and general character and shall be included in the City Code. The remainder of this Ordinance is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 25th day of February 2013.

CITY OF HOMER


FRANCIE ROBERTS, MAYOR
PRO TEMPORE



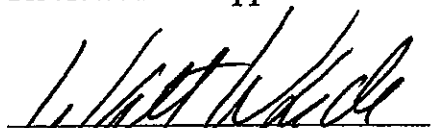
ATTEST:



JO JOHNSON, CMC, CITY CLERK

YES: 6
NO: 0
ABSTAIN: 0
ABSENT: 0

First Reading: 1/28/13
Public Hearing: 2/11/13 & 2/25/13
Second Reading: 2/25/13
Effective Date: 2/26/13

Reviewed and approved as to form:


Walt E. Wrede, City Manager


Thomas F. Klinkner, City Attorney

Date: 2/26/13

Date: 3-1-13

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 13-017(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A CONTRIBUTION IN AID OF CONSTRUCTION AGREEMENT (CIAC) BETWEEN THE CITY OF HOMER AND ENSTAR NATURAL GAS COMPANY FOR CONSTRUCTION OF IMPROVEMENTS WITHIN THE HOMER NATURAL GAS DISTRIBUTION SYSTEM SPECIAL ASSESSMENT DISTRICT, IN AN AMOUNT NOT TO EXCEED \$12,160,632.

WHEREAS, On July 23, 2012 the City Council adopted Resolution 12-069 initiating a special assessment district for a natural gas distribution system within the City; and

WHEREAS, On September 24, 2012, the Council adopted Resolution 12-081 accepting and approving the improvement plan submitted by the City Manager for the proposed natural gas distribution system special assessment district; and

WHEREAS, On February 11, 2013, the Homer City Council adopted Ordinance 13-02 which created the City of Homer Natural Gas Distribution System Special Assessment District and authorized the City Manager to proceed with the improvement; and

WHEREAS, Enstar Natural Gas Company is the only natural gas distribution public utility that is authorized by the Regulatory Commission of Alaska to provide natural gas service within the City of Homer, and it is appropriate for the City to contract with Enstar Natural Gas Company for construction of a natural gas distribution system in the City on a sole source basis under HCC 3.16.060(i); and

WHEREAS, The City and Enstar Natural Gas Company have negotiated a Contribution in Aid of Construction Agreement (CIAC) for construction of the natural gas distribution system described in the adopted Improvement Plan, for a not to exceed amount of \$12,160,632.

NOW, THEREFORE, BE IT RESOLVED that the form and content of the CIAC between the City and Enstar Natural Gas Company, a division of SEMCO Energy, Inc., a copy of which is attached and incorporated herein, hereby are in all respects authorized, approved and confirmed, and the City Manager hereby is authorized, empowered and directed to execute and deliver the CIAC to Enstar Natural Gas Company on behalf of the City, in substantially the form

and content now before this meeting but with such changes, modifications, additions and deletions therein as he shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of approval of any and all changes, modifications, additions or deletions therein from the form and content of said document now before this meeting, and from and after the execution and delivery of said document, the City Manager hereby is authorized, empowered and directed to do all acts and things and to execute all documents as may be necessary to carry out and comply with the provisions of the CIAC as executed.

PASSED AND ADOPTED by the Homer City Council this 11th day of March, 2013.

CITY OF HOMER


Francie Roberts
FRANCIE ROBERTS, MAYOR
PRO TEMPORE

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: \$12,160,632 to be financed.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 13-028

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, ADOPTING THE CITY OF HOMER LOGO AND
THE CITY OF HOMER LOGO AND GRAPHIC USAGE
STANDARDS.

WHEREAS, In October, 1964 the Homer City Council held a contest to obtain ideas for the design of a city seal and the top three entries were developed into a design for a city seal that was approved in March, 1965; and

WHEREAS, The city seal's symbolism incorporated the ship's wheel, based on Homer being a small port whose chief occupation, and sport, is fishing. It included the spit that extends into Kachemak Bay, mountains across the bay, and a banner with the date of Homer's incorporation as a first class city; and

WHEREAS, In August, 1984 the Homer City Council adopted the official city colors as gold, white, black, and blue; and

WHEREAS, The design for the city seal has become an identifying symbol for the City of Homer in various ways such as publications, letterheads, maps, vehicle decals, and apparel; and

WHEREAS, Throughout the years, the design has been altered into multiple versions that are being used in different city departments; and

WHEREAS, A small committee of city staff met to update the logo and develop a usage standard to create a visible symbol that serves as a unifying brand, that will not replace the city seal, but generate a consistent identity for the future; and

WHEREAS, The City of Homer Logo follows the initial intent of the original design, includes the city's colors, and draws in a shade of green to tie the logo to the city's website; and

WHEREAS, The City of Homer Logo and Graphic Usage Standards establishes basic guidelines to define fonts and appropriate logo usage formats to promote uniformity in publications and logo usage by all city departments.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council adopts the City of Homer Logo and the City of Homer Logo and Graphic Usage Standards.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 26th day of
March, 2013.

CITY OF HOMER

MARY E. WYTHER, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal note: Staff time



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

(f) 907-235-3148

Memorandum 13-046

TO: Mayor Wythe and Homer City Council

THROUGH: Walt Wrede, City Manger

FROM: Graphic Standards Team (Nick Poolos, Rachel Tussey, Melissa Jacobsen and Katie Koester)

DATE: March 20, 2013

SUBJECT: Logo and Graphic Use Standards for the City of Homer

The purpose of this memo is to show what a memo under the proposed new design template would look like when filled with text. It is also an opportunity to introduce the City of Homer Logo and Graphic Use Standards Manual attached and provide some history on the project.

A team of four City of Homer employees, Nick Poolos, Rachel Tussey, Melissa Jacobsen and Katie Koester have been working for the last few months on developing a comprehensive 'brand' for the City of Homer. The need arose when staff was asked for a high resolution copy of the City of Homer logo and realized the City has no vector, or very high quality line drawing, version. This means that when printed large the lines are fuzzy and the City does not look its best. It is common practice both in the private and public sector to establish certain colors, fonts, and uses of a logo to keep the organization looking polished, professional and easily recognizable in the public eye.

The intent of this project is not to reinvent a new color scheme, logo or branding for the City of Homer. Rather, the objective is to standardize the different colors, logos, and styles the City traditionally uses. Standardization will make coming up with professional product, be it a memo, power point, ball cap or business card easier and ensure that it is consistent with the rest of City of Homer product.

The Graphic Standards Team took the four colors established by the City of Homer in 1984 (gold, white, black and blue) and assigned color swatches to them so the colors could be consistently reproduced. The green from the website was also incorporated. The two logos, the Port and Harbor/ Pubic Works logo and the City of Homer four color logo were combined into one consistent logo that can be used on City Hall letter head or the side of a Public Works vehicle.

The proposed graphic standards and logo was shown to department heads on February 12, 2013 and their feedback was incorporated. If the City Council adopts the City of Homer Logo and Graphic Usage Standards, templates will be available on the shared drive for each department to download and the attached Manual will be distributed to employees for reference. No extra expense will be incurred as

application of the 'refreshed' logo will be phased in as new product is purchased. There is design consistency in both versions of the logo to smooth this transition.

CITY OF HOMER LOGO AND GRAPHIC USE STANDARDS MANUAL



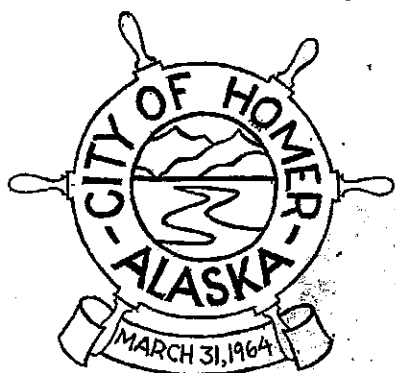
March 2013

CITY OF HOMER LOGO AND GRAPHICS USAGE AND STANDARDS

City Seal History

In October, 1964 the Homer City Council voted to hold a contest to obtain ideas for design of a City seal and offered prizes to the top three winners, Millie Morowitz, Susie Hurley, and Leonard Dubber. The top entries were sent to Toby Tyler to develop composite designs for a City seal. In March of 1965, City Council approved a design for the City seal.

The symbolism incorporated into the design is the ship's wheel, based on Homer being a small port whose chief occupation and sport is fishing. It includes the 4 ½ mile spit that extends into Kachemak Bay the mountains across the bay, and a banner with the date of Homer's incorporation as a first class City.



The original seal was based on this sketch by Homer artist Toby Tyler.

Logo Features

The logo is established to create a visible symbol that serves as a unifying brand. It will not replace the City Seal, but rather create a consistent identity for the future. The logo follows the initial intent of the original design, includes the City's colors: gold, white, black, and blue, and draws in a shade that ties the logo to the City's website.



The logo to the left was based on the historical logo use and designed by City of Homer employee Rachel Tussey.

OFFICIAL LOGO USAGE AND CONFIGURATION

In order to consistently communicate the City of Homer brand identity, standard usage guidelines must be set in place to ensure proper and accurate implementation of the logo. This version of the logo communicates a more professional and modern vision of Homer's past, present and future. The official logo is to be applied to formal City uses.

Official Logo Usage

Uses of the official logo include:

Letterhead
Business Cards
Envelopes
Address Labels
Fax Cover Sheet
Memorandum
Request for City Council Action
City Banners for Events
Department Forms
City Newsletter
Brochures
City Vehicles
Employee Id Badges
Ceremonial Name Tags
City Signage
City Facility Signage
Trailhead Signage
Website

Department Logos

Homer Police Department
Port and Harbor Department
Planning Department
Homer Public Library
Information Technology
Public Works Department
City Clerk's Office
Office of the City Manager
Finance Department
Homer Volunteer Fire Department
Human Resources

Other:

Just for the Health of it!
Parks and Recreation
Office of the Mayor

OFFICIAL LOGO AND USAGE CONFIGURATION

Description of acceptable official logo configuration

The City of Homer logo consists of the logo mark and logotype. Since visual recognition is critical, the logo cannot be compromised in any manner, especially the logotype and its letter form, which must not be altered or re-proportioned in any way.

As shown, the primary use of the City of Homer logo encompasses the logo mark with typeface included within the logo. The spatial and proportional relationship of the logo mark and logotype within the logo is fixed and should not be altered in any way.

Appropriate Logo Usage



Full Color Logo



Grayscale Logo



Line Drawing Logo

Inappropriate Logo Usage

Use of the logo below should be discontinued after adoption of Logo and Graphic Usage Standards Manual. Product with the logo below may be used until it is exhausted. However, any new product should be consistent with the logo and graphic use standards.



USE OF LOGO BY COMMUNITY ORGANIZATIONS

Use of the City of Homer informal logo must be approved by the City Manager. The City of Homer logo may not be used for political purposes by elected officials or for non-City sponsored events/programs.

LOGO STAGING

Proper logo staging provides a minimum separation of .125 inches between logo and any other graphic or text.



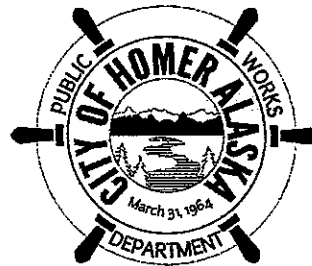
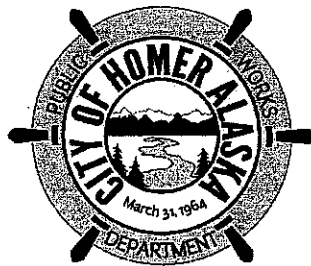
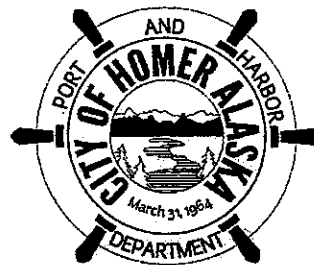
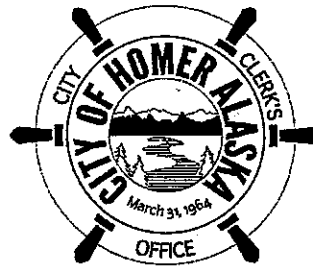
Appropriate Logo Staging



Inappropriate Logo Staging

EXAMPLE DEPARTMENT LOGOS

Each department will have their own full-color, grayscale and black and white outline logo for use specific to their department.



TYPOGRAPHY

The typography component of the City of Homer logo usage standard is integral to the impact and consistency of all organizational communications.

Specific type families have been chosen for use within the City of Homer graphic standards. The range of weights and styles within the families listed below allow the flexibility required by the diversity of the marketing needs of the City of Homer.

The ChunkFive and Junction typeface families are used for all headline and subheads in professionally created marketing communications materials. It should be used for covers, title pages, heading throughout brochures, direct mail pieces, advertising, proposals, and presentations.

The Source Sans Pro typeface family is used for all body copy in professionally created marketing communications materials, including brochures, direct mail pieces, advertising, proposals and presentations.

For internally created documents and presentation, especially those created for electronic distribution, Source Sans Pro is the primary san-serif type family to be used for headings, fax covers, and title pages. The primary serif type family to be used in internally created documents is Sorts Mill Goudy.

With consistent use over time, these typeface families will become associated with the City of Homer and its wide range of communications.

Type families:

ChunkFive: A good use for this font is headings. 1234567890 ? * ! ()

Junction: This is a good design font. Easy to read and stylish. 1234567890 ? * ! ()

Source Sans Pro: This is the default font for all body text. Very readable. 1234567890 ? * ! ()

Sorts Mill Goudy: This is a serif body text. 1234567890 ? * ! ()

Raleway: This is a design font. 1234567890 ? * ! ()

CITY OF HOMER COLORS

In single –color applications, the City of Homer logo may be printed only in black, or reversed in white.

In full-color applications, the City of Homer logotype should be presented in black on backgrounds with values lighter than 50% black, and white on surfaces with values darker than 50% black.

In electronic applications, such as Microsoft Word or PowerPoint, or when used on the Web, the full-color logo should be used, and RGB or hexadecimal equivalents of the PMS colors should be used.

The color combinations shown below constitute the only authorized color combinations for the City of Homer logo. Any exceptions must be approved by the City Manager's Office.

When alternate surfaces such as metal, stone, or glass are used, use appropriate values of the one-color version to match the surface being inscribed.

Blue:	Green:	Yellow:	White:	Black:	Light Blue (for Logo only):
R-38	R-53	R-248	R-255	R-0	R-158
G-87	G-103	G-223	G-255	G-0	G-201
B-135	B-50	B-67	B-255	B-0	B-226
C-92%	C-79%	C-4%	C-0%	C-75%	C36%
M-69%	M-36%	M-7%	M-0%	M-68%	M-9%
Y-24%	Y-100%	Y-85%	Y-0%	Y-67%	Y-4%
K-7%	K-28%	K-0%	K-0%	K-90%	K-0%
Web Swatch					
#265787	#356732	#F8DF43	#FFFFFF	#000000	#9EC9E2

SCALING IN DOCUMENTS

The Homer logo is always used in its original, as-designed proportions.

Do not distort (stretch or compress) the height or width dimensions of the logo or any of its elements. In many applications, holding the shift key while scaling maintains the correct aspect ratios. If you are scaling by dragging a “handle” on the logo, always drag a corner handle, not a side, top, or bottom handle. If the logo looks distorted in anyway, the scaling properties should be checked to ensure that the logo is scaled proportionally.

Correct Scaling



Incorrect Scaling



APPENDIX

City of Homer Logo Full-color
City of Homer Logo Grayscale
City of Homer Logo Black and White Outline
Sample Memo
Sample Letter Head
Sample Business Card
Sample No. 10 Envelope



City of Homer Logo Full-color



City of Homer Logo Grayscale



**City of Homer Logo
Black and White Outline**



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

(f) 907-235-3148

Memorandum

TO:

THROUGH:

FROM:

DATE:

SUBJECT:



City of Homer

www.cityofhomer-ak.gov

City Council

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Sample Letter Head

Sample Business Card

<p>City of Homer Administration Katie Koester Community & Economic Development Coordinator</p>	
<p>www.cityofhomer-ak.gov 491 East Pioneer Avenue Homer, Alaska 99603</p>	<p>kkoester@ci.homer.ak.us (p) 907.435.3101 (f) 907.235.3148</p>

Sample No. 10 Envelope



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

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 13-029

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, APPROVING A TEN YEAR LEASE WITH NO
OPTIONS FOR FORTUNE SEA, LLC ON LOT 19, HOMER
SPIT SUBDIVISION NO. 5.

WHEREAS, The City of Homer issued a request for proposals pursuant to the adoption
of the 2011 Land Allocation Plan; and

WHEREAS, A proposal was submitted by Fortune Sea, LLC to lease Lot 19, Homer Spit
Subdivision No. 5 and the proposed use was equipment and freight staging for marine transport;
and

WHEREAS, The Lease Committee reviewed the proposal at a Special Meeting on June
9, 2011 and passed a recommendation that the City Council adopt a resolution authorizing the
City Manager to enter into lease negotiations with Fortune Sea, LLC; and

WHEREAS, The Homer City Council authorized by Resolution 11-081, the City
Manager to enter into lease negotiations on July 25, 2011 with Fortune Sea, LLC.

WHEREAS, Negotiations were delayed for a variety of reasons, however, the parties
have reached agreement on a lease consistent with the approved proposal.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby finds that it is in
the public interest to approve a lease for Fortune Sea, LLC on Lot 19, Homer Spit Subdivision
No. 5; a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 26th day of
March, 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal note: Annual lease revenues \$8,363.40

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 11-081

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, AUTHORIZING THE CITY MANAGER TO ENTER
INTO LEASE NEGOTIATIONS WITH FORTUNE SEA, LLC
FOR A LEASE ON LOT 19, HOMER SPIT SUBDIVISION NO.
5.

WHEREAS, The City of Homer recently issued a request for proposals pursuant to the adoption of the 2011 Land Allocation Plan; and

WHEREAS, A proposal was submitted by Fortune Sea, LLC to lease Lot 19, Homer Spit Subdivision No. 5 and the proposed use was equipment and freight staging for marine transport; and

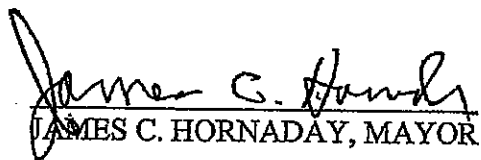
WHEREAS, The Lease Committee reviewed the proposal at a Special Meeting on June 9 and found that although the proposal was lacking sufficient detail in some areas, time was of the essence and that the proposal had enough merit to go directly to the Council for consideration; and

WHEREAS, The Lease Committee passed a recommendation that the City Council adopt a resolution authorizing the City Manager to enter into lease negotiations with Fortune Sea, LLC and that the missing details be worked out during the negotiation process.

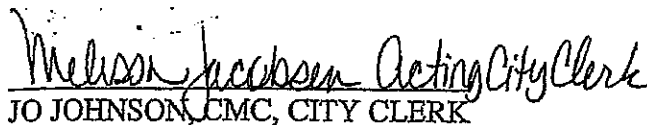
NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby authorizes the City Manager to enter into lease negotiations with Fortune Sea, LLC for a lease on Lot 19, Homer Spit Subdivision No. 5, as described in the proposal.

PASSED AND ADOPTED by the Homer City Council this 25th day of July, 2011.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Lease revenues to be determined.

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

FORTUNE SEA, LLC

Dated March 7, 2013

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of March 7, 2013, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and FORTUNE SEA, LLC a State of Alaska Limited Liability Company ("Tenant"), whose address is 4254 Svedlund Circle, Homer, AK 99603.

RECITALS

WHEREAS, Landlord owns certain properties having a strategic location near the waterfront and marine-related public infrastructure; and

WHEREAS, it is the policy of Landlord to retain ownership of these properties, and to make them available for leasing, in order to encourage growth in targeted economic sectors, to insure that Landlord receives the maximum benefit from a large investment in public infrastructure, and to provide land for businesses that require close proximity to the waterfront or infrastructure to operate efficiently and profitably; and

WHEREAS, Landlord has accepted Tenant's proposal to lease and develop the property leased herein, because Tenant's proposed use of the property should further Landlord's goals for the development of Landlord's properties, and Tenant's proposal to lease and develop the property is a material inducement to Landlord leasing the property to Tenant; and

WHEREAS, Tenant has made its own determination that its proposed development of the property will be economically feasible, and that the term for which it is leasing the property will be sufficient to amortize Tenant's investment in developing the leased property under Tenant's proposal.

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Annual Rent Adjustment" and "Annual Rent Adjustment Date" are defined in Section 4.02(b).

(b) "Base Rent" is defined in Section 4.01.

(c) "Complete" and "Completion" mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.

(d) "Council" means the City Council of the City of Homer, Alaska.

(e) "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Alaska, or (ii) ten and one-half percent (10.5%).

(f) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(g) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

(h) "Extended Term" is defined in Section 3.02.

(i) "Five Year Rent Adjustment Date" is defined in Section 4.02(a).

(j) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(k) "Landlord" means the City of Homer, Alaska.

(l) "Lease Policy" means the City of Homer Property Management Policy and Procedures, as adopted and amended from time to time by Council resolution.

(m) "Leasehold Mortgage" is defined in Section 13.01.

(n) "Property" is defined in Section 2.01.

(o) "Qualified Mortgagee" is defined in Section 13.03.

(p) "Required Improvements" is defined in Section 6.02.

(q) "Tenant" means Fortune Sea LLC

(r) "Term" is defined in Section 3.01.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

Exhibit "A" Tenant's Lease Proposal

Exhibit "B " Certificates of Insurance

Exhibit "C" Permission to Obtain Insurance Policies

ARTICLE 2. THE PROPERTY

2.01 Lease of Property. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property ("Property"):

Lot 19, Homer Spit Subdivision, No. 5, Homer Recording District, State of Alaska, containing approximately 13,939 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103238;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

2.02 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the rent and other charges and performing its other obligations under this Lease shall have quiet enjoyment of the Property during the Term without hindrance or interference by Landlord or by any person claiming an interest in the Property through Landlord.

2.03 Property Accepted "As Is." Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant's intended use, and accepts the Property "AS IS." Landlord, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions, including the presence of any Hazardous Substance. The Landlord acknowledges that a sinkhole appears periodically at the same location and agrees that Tenant is not responsible and shall not be liable for potential damage to the property.

2.04 No Subsurface Rights. This Lease confers no mineral rights or rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is 10 years, commencing on May 1, 2013, and ending on April 30, 2023 ("Term").

3.02. Options to Extend Lease Term.

No options

3.03 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, plus any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes in connection with this Lease, including without limitation any investment in leasehold improvements. Tenant acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term or the final Extended Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as provided in Section 3.02.

(b) Not less than 12 months before the expiration of the Term or the final Extended Term, Tenant may apply to Landlord for a renewal of this Lease in the manner that a person then would apply for a new lease of the Property. In response to a timely application, the Council will determine whether to renew this Lease, and the term of any renewal, in its sole discretion. The Council is under no obligation to renew this Lease, or to renew this Lease for the term that Tenant requests. If the Council does not grant a timely application to renew this Lease, Tenant shall prepare to surrender possession of the Property as required by Section 3.04, and dispose of improvements on the Property as required by Section 6.08.

3.04 Surrender of Possession. Upon the expiration or earlier termination of the Term or the final Extended Term, Tenant shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted, and shall remove from the Property all personal property that was not present on the Property at the commencement of the Term. If Tenant fails to surrender the Property in the required condition, Landlord may restore the Property to such condition and Tenant shall pay the cost thereof, plus interest at the Default Rate, on demand. Section 6.08 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term or final Extended Term.

3.05 Holding Over. Tenant's continuing in possession of the Property after the expiration or earlier termination of the Term or final Extended Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, Tenant's continued possession of the Property after the end of the Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to 150% of the monthly Base Rent in effect at the end of the Term, subject to all other terms of this Lease. For good cause, Landlord may waive all or part of the increase in Base Rent during the holdover period.

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord .60 cents per square foot; an initial annual rent of \$8,363.40 ("Base Rent"). Base Rent is payable monthly in advance in installments of \$696.95, plus tax, on the 1st day of each month, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Commencing January 1, 2018, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of improvements (other than utilities) made by tenants. The appraisal may be performed as part of an appraisal of other properties of Landlord that are comparable in location and value. The Base Rent will be adjusted effective the anniversary date of the lease in the year of each appraisal (each such date is a "Five Year Rent Adjustment Date") to an amount equal to the greater of (i) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (ii) the adjusted Base Rent in effect immediately before the Five Year Rent Adjustment Date. The rent adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

(b) **Annual Rent Adjustments.** In addition to the rent adjustments under Section 4.02(a), the Base

Rent also shall be adjusted annually (the "Annual Rent Adjustment") effective January 1st, and on each January 1st thereafter, excluding each Five Year Rent Adjustment Date (each such date being an "Annual Rent Adjustment Date"), by the increase or decrease, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 2000 – present = 100 ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics most recently before the Annual Rent Adjustment Date. If the CPI-U is revised or ceases to be published, Landlord instead shall use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in Landlord's judgment the CPI-U for the relevant period.

4.03 Taxes, Assessments and Other Governmental Charges. Tenant shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to the Property, improvements on the Property and personal property that is situated on the Property; provided that Tenant may contest in good faith any such tax, assessment or other governmental charge without subjecting the Property to lien or forfeiture. If an assessment on the Property that is not payable in installments becomes due during the Term or an Extended Term, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term or Extended Term by 10. If this Lease subsequently is extended or renewed, the part of the assessment that Tenant shall pay shall be determined by adding the extended or renewal term to the number of years remaining in the Term when the assessment became due. If the Term commences or expires during a tax year, the taxes or assessments payable for that year will be prorated between Landlord and Tenant. Tenant shall exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments and other governmental charges.

4.04 Utility Charges. Tenant shall pay all charges for utility and other services provided to or used on the Property, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal and refuse removal. Tenant shall be solely responsible for the cost of utility connections.

4.05 Tenant to Pay for City Services. Tenant shall pay for all services provided by the City of Homer that are related to the use or operation of the Property, improvements thereon and Tenant's activities thereon. Without limiting the generality of the preceding sentence, Tenant shall pay for wharfage, crane use, ice, and other Port and Harbor services at the rates established by the City of Homer from time to time. Tenant shall provide the City of Homer with the information necessary to determine wharfage, crane use, ice and other Port and Harbor service charges, keep written records of such information for not less than two years after such charges are due, and, upon request, make such records available to the City of Homer for inspection and audit.

4.06 Additional Rent and Landlord's Right to Cure Tenant's Default. All costs or expenses that Tenant is required to pay under this Lease at Landlord's election will be treated as additional rent, and Landlord may exercise all rights and remedies provided in this Lease in the event of nonpayment. If Tenant defaults in making any payment required of Tenant or defaults in performing any term, covenant or condition of this Lease that involves the expenditure of money by Tenant, Landlord may, but is not obligated to, make such payment or expenditure on behalf of Tenant, and any and all sums so expended by Landlord, with interest thereon at the Default Rate from the date of expenditure until repaid, will be additional rent and shall be repaid by Tenant to Landlord on demand, provided, however, that such payment or expenditure by Landlord will not waive Tenant's default, or affect any of Landlord's remedies for such default.

4.07 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent as security for Tenant's performance of its obligations under this Lease. Landlord will hold the security deposit, and may commingle it with

other funds of Landlord. If Tenant defaults in performing any obligation under this Lease, including without limitation the payment of rent, Landlord may apply all or any portion of the security deposit to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of the default. Upon demand, Tenant shall deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term or Renewal Term. If Tenant has fully complied with all of its obligations under this Lease through the first five years of the Term, Landlord will remit to Tenant any balance of the security deposit, without interest, within 30 days after the expiration of the first five years of the Term.

ARTICLE 5. SECURITY INTEREST

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a security interest in the following collateral: ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies of a secured party under the UCC regarding the Collateral. Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the security interest granted by Tenant.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

6.01 Use of Property.

Tenant's undertaking to use and improve the Property as described in Tenant's proposal to Landlord is a material inducement to Landlord leasing the Property to Tenant. Tenant shall improve and use the Property in the manner described in Tenant's proposal. Tenant's proposed use of the Property is:

The allowed uses are boat storage and gear storage including crab pots, fish pumps, sorting equipment, skiffs, nets, line, etc. Work including repair and fabrication is permitted along with a terminal office and maintenance/ repair shop.

Tenant shall not use or improve the Property for any purpose other than as described in Tenant's proposal without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term and any Renewal Term keep and maintain as the minimum development on the Property the following improvements ("Required Improvements"):

Improved drainage, leveling, gravel, fencing, and lighting.

Longer term improvements that are authorized but not required include: paving, an office and maintenance/ repair shop.

6.03 Construction Prerequisites. Tenant may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than 30 days before commencing construction, Tenant shall submit to Landlord preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to Landlord's approval, which will not be unreasonably withheld. Landlord shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefore. Tenant shall be responsible for complying with all laws governing the construction, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than five days before commencing construction, Tenant shall deliver to Landlord one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Tenant to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by Landlord, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five days before commencing construction, Tenant shall give Landlord written notice of its intent to commence construction, and furnish to Landlord the following:

(1) Proof that all applicable federal, state and local permits required for the construction have been obtained.

(2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverage specified in Section 9.04(c).

6.04 Extensions of Time for Completion of Required Improvements. Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

6.05 Additional and Replacement Improvements.

(a) Construction of improvements that are not consistent with terms of this Lease is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council.

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required

Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

6.06 As-Built Survey. Within 30 days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant shall provide Landlord with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. Tenant shall accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

6.07 Ownership of Improvements. Any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and any Extended Terms and may be removed or replaced by Tenant, subject, however, to (i) Tenant's obligations concerning the Required Improvements in Section 6.02; and (ii) the designation of improvements for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term as provided in Section 6.08(a).

6.08 Disposition of Improvements at End of Term.

(a) At the expiration of the Term or Extended Term Tenant shall leave in place on the Property all improvements designated in section 6.02 for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term. Tenant shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy. Tenant shall execute, acknowledge and deliver to Landlord a proper instrument in writing, releasing and quitclaiming to Landlord all of Tenant's interest in such improvements. Except for improvements that Tenant is required to leave on the Property, Tenant shall remove any improvements constructed by Tenant or other occupants of the Property under this Lease before the expiration of the Term or Extended Term.

(b) Tenant shall notify Landlord before commencing the removal of an improvement as required under Section 6.08(a), and coordinate the removal work with Landlord. Once Tenant commences the removal work, Tenant shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term or Extended Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(c) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under Section 6.08(a), Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

(d) If Landlord terminates this Lease because of a default by Tenant, all improvements on the Property become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects to remove any improvements, Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 7. CARE AND USE OF THE PROPERTY

7.01 Maintenance of the Property. Tenant at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

7.02 Repair of Improvements.

(a) Except as provided in Section 7.02(b), in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant shall at Tenant's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed 18 months nor may the period of removal exceed 45 days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the Required Improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the Required Improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the Required Improvements to substantially the same condition as they were in immediately before such damage. Tenant shall not be required to restore the Required Improvements under the following circumstances:

(1) If the cost of repairing or restoring the Required Improvements, net of any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within 15 days after determining the restoration cost and replacement cost, and this Lease shall terminate as of the date of such notice.

(2) If the repair or restoration of the Required Improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party.

(3) If any damage or casualty to the Required Improvements occurs within three years before the end of the Term or any Renewal Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

Nothing in this paragraph relieves Tenant of the obligation to surrender the Property upon the expiration or earlier termination of the Term in the condition required by Section 3.03.

(c) Under no circumstance shall Landlord be under any obligation to use or advance any of its own funds to restore any Required Improvements.

7.03 Nuisances Prohibited. Tenant at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Tenant shall not use the Property in any manner that will constitute waste or a nuisance. Landlord, at Tenant's expense and without any liability to Tenant, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Tenant, or after four hours notice to Tenant in writing, by telephone, facsimile or in person if Landlord makes a written finding that such removal or abatement is required to prevent imminent harm to public

health, safety or welfare. Tenant shall pay Landlord all the costs of such removal, plus interest at the Default Rate, as additional rent under this Lease. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

7.04 Compliance with Laws. Tenant's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

7.05 Liens. Except as provided in Article 13, Tenant may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Tenant shall cause the same to be removed; provided that Tenant may in good faith and at Tenant's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Tenant has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Tenant shall indemnify and save Landlord harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

7.06 Radio Interference. Upon Landlord's request, Tenant shall discontinue the use on the Property of any source of electromagnetic radiation that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

7.07 Signs. Tenant may erect signs on the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

7.08 Garbage Disposal. Tenant shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week. Tenant may not place garbage, trash, rubbish or other refuse from the Property in Landlord's Homer Spit garbage disposal facilities.

7.09 Access Rights of Landlord. Landlord's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

8.01 Consent Required for Assignment or Sublease. Tenant shall not assign or sublease its interest in this Lease or in the Property without first obtaining the written consent of the Council, which will not be withheld unreasonably. Any assignment or sublease without the consent of the Council will be voidable and, at Landlord's election, will constitute a default. Tenant shall request consent of the Council in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. Tenant shall be assessed additional rent, equal to 10% of the current Base Rent for the subleased area, but not upon a sublease of space within a building or other structure on the Property. No consent to any assignment or sublease waives Tenant's obligation to obtain Landlord's consent to any subsequent assignment or sublease. An assignment of this Lease shall require the assignee to assume the Tenant's obligations hereunder, and shall not release Tenant from liability hereunder unless Landlord specifically so provides in writing.

8.02. Events that Constitute an Assignment. If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment subject to Section 8.01. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 25% of the value of the assets of Tenant, will be deemed an assignment subject to Section 8.01; provided that if Tenant is a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of Tenant will not constitute an assignment subject to Section 8.01. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 25% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors.

8.03. Costs of Landlord's Consent to be Borne by Tenant. As a condition to Landlord's consent to any assignment or sublease under section 8.01, Tenant shall pay Landlord's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Tenant for Landlord's consent to the assignment or sublease.

ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE

9.01 Limitation of Landlord Liability. Landlord, its officers and employees shall not be liable to Tenant for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of Landlord, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

9.02 Indemnity Generally. Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of Landlord, its officers and employees.

9.03 Indemnity for Emergency Service Costs. Without limiting the generality of Section 9.02, in the event of a major fire or other emergency, Tenant shall reimburse Landlord for the cost of providing fire fighting and other emergency service to Tenant, the Property or at any other location where the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this section, a major fire or other emergency is one that requires more than five hours of effort by the City of Homer Fire Department.

9.04 Insurance Requirements.

- (a) Without limiting Tenant's obligations to indemnify under this Lease, Tenant at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to Landlord and authorized to conduct business in the state of Alaska, as Landlord may reasonably determine are required to protect Landlord from liability arising from Tenant's activities under this Lease. Landlord's insurance requirements shall specify the minimum acceptable coverage and limits, and if Tenant's policy contains broader coverage or higher limits, Landlord shall be entitled to such coverage to the extent of such higher limits.

(b) Tenant shall maintain in force at all times during the Term the following policies of insurance:

(1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance also shall be endorsed to provide contractual liability insuring Tenant's obligations to indemnify under this Lease.

(2) Based on the authorized uses of the Property stated in Section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph Section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

(5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. The policy shall include boiler and machinery coverage.

(c) During construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of \$250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.

(d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect. The certificates of insurance shall be attached hereto as **Exhibit B**. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit C** as Landlord may request.

ARTICLE 10. ENVIRONMENTAL MATTERS

10.01 Use of Hazardous Substances. Tenant shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Tenant's authorized uses of the Property stated in Section 6.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and

handled only by properly trained personnel.

10.02 Prevention of Releases. Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any of its agents, employees, contractors, tenants, subtenants, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

10.03 Compliance with Environmental Laws. Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

10.04 Notice. Tenant shall promptly give Landlord (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Tenant obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Tenant or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Tenant obtains regarding the release or discovery of Hazardous Substances on the Property.

10.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

10.06 Indemnification. Subject to Section 10.09, Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against Landlord, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Tenant to comply with its obligations under this Article; (ii) any activities on the Property during Tenant's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Tenant; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which Landlord is indemnified

under this section shall be reimbursable to Landlord as and when the obligation of Landlord to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Tenant shall pay such liability, losses, claims, damages and expenses to Landlord as so incurred within 10 days after notice from Landlord itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to Landlord is required where, in the determination of Landlord, such itemization could be deemed a waiver of attorney-client privilege).

10.07 Survival of Obligations. The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term and any Renewal Term.

10.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Tenant against any person other than Landlord with respect to the presence of Hazardous Substances as set forth above.

10.09 Extent of Tenant's Obligations. Tenant's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or any Extended Term or during any time of Tenant's possession or occupancy of the Property prior to or after the Term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors.

10.10 Inspection at Expiration of Term. Within 90 days before the expiration of the Term or final Extended Term, Tenant shall at its own expense obtain a Phase I environmental inspection of the Property, and conduct any further inspection, including without limitation test holes, that is indicated by the results of the Phase I inspection. Tenant, at its own expense, shall remediate any contamination of the Property that is revealed by the inspections and that is Tenant's responsibility under this Article.

ARTICLE 11. CONDEMNATION

11.01 Article Determines Parties' Rights and Obligations. If any entity having the power of eminent domain exercises that power to condemn the Property, or any part thereof or interest therein, or acquires the Property, or any part thereof or interest therein by a sale or transfer in lieu of condemnation, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article.

11.02 Total Taking. If all of the Property is taken or so transferred, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority.

11.03. Partial Taking. If the taking or transfer of part of the Property causes the remainder of the Property to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority. If the taking or transfer of part of the Property leaves the remainder of the Property effectively and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate as to the portion of the Property so taken or transferred on the date title to the Property vests in the condemning authority, but will continue in full force and effect as to the portion of the Property not so taken or transferred, and the Base Rent will abate in the proportion that the portion of the Property taken bears to all of the Property.

11.04 Compensation. Landlord and Tenant each may make a claim against the condemning or taking authority for the amount of just compensation due to it. Tenant shall make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that if a single award to Landlord includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

ARTICLE 12. DEFAULT

12.01. Events of Default. Each of the following shall constitute an event of default under this Lease:

(a) The failure of Tenant to pay rent or any other sum of money due under this Lease within 10 days after the due date.

(b) The failure of Tenant to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in Section 12.01(a), which is not cured within 30 days after notice thereof from Landlord to Tenant, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as Tenant shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

(c) The use of the Property or buildings and improvements thereon for purposes other than those permitted herein, to which Landlord has not given its written consent.

(d) The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within ninety (90) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within 10 days after its entry; Tenant making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of Tenant.

12.02 Landlord's Remedies. Upon the occurrence of an event default, Landlord has all of the following remedies, all in addition to any other remedies that Landlord may have at law or in equity:

(a) Terminate this lease by written notice to Tenant, upon which Tenant shall surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and to expel or remove Tenant and any others who may be occupying or within the Property and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) By written notice declare Tenant's right to possession of the Property terminated without terminating this Lease, upon which Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are described Section 12.02(a).

(c) Subject to Section 12.01(e), relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term or Extended Term, as applicable, for any sum that Landlord may deem reasonable.

(d) Collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover from Tenant, with or without terminating this Lease, actual attorney's fees and other expenses incurred by Landlord by reason of Tenant's default and elect to recover damages described under either (1) or (2):

(1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or

(2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term or Renewal Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

(f) Reentry or reletting of the Property, or any part thereof, shall not terminate this Lease, unless accompanied by Landlord's written notice of termination to Tenant.

12.03 Assignment of Rents. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Property, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease, except that Tenant has the right to collect such rent until the occurrence of an event of default by Tenant.

13. LEASEHOLD MORTGAGES

13.01. Mortgage of Leasehold Interest. Tenant shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Tenant's improvements situated on the Property to one or more deeds of trust, mortgages, and other collateral security instruments as security for a loan or loans or other obligation of Tenant (each a "Leasehold Mortgage"), subject to the remainder of this Article 13.

13.02 Subordinate to Lease. The Leasehold Mortgage and all rights acquired under it shall be subject and subordinate to all the terms of this Lease, and to all rights and interests of Landlord except as otherwise provided in this Lease.

13.03 Notice to Landlord. Tenant shall give Landlord notice before executing each Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage as proposed for execution. Upon Landlord's written consent to the Leasehold Mortgage and upon execution of the Leasehold Mortgage by all parties, the mortgagee shall become a Qualified Mortgagee as that term is

used in this Lease. Tenant also shall deliver to Landlord a true and correct copy of any notice from a Qualified Mortgagee of default or acceleration of the maturity of the note secured by a Leasehold Mortgage promptly following Tenant's receipt thereof.

13.04 Modification or Termination. No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of Article 11 will be binding upon a Qualified Mortgagee without its prior written consent.

13.05 Notice to Qualified Mortgagee.

(a) If Landlord gives any notice hereunder to Tenant, including without limitation a notice of an event of default, Landlord shall give a copy of the notice to each Qualified Mortgagee at the address previously designated by it.

(b) If a Qualified Mortgagee changes its address or assigns the Leasehold Mortgage, the Qualified Mortgagee or assignee may change the address to which such copies of notices hereunder shall be sent by written notice to Landlord. Landlord will not be bound to recognize any assignment of a Qualified Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, the assignee will be deemed to be the Qualified Mortgagee hereunder with respect to the assigned Leasehold Mortgage.

(c) If a Leasehold Mortgage is held by more than one person, Landlord shall not be required to give notices to the Qualified Mortgagee of the Leasehold Mortgage unless and until all of the holders of the Leasehold Mortgage give Landlord an original executed counterpart of a written designation of one of their number to receive notices hereunder. Notice given to the one so designated is effective as notice to all them.

13.06 Performance of Tenant Obligations.

(a) A Qualified Mortgagee may perform any obligation of Tenant and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Qualified Mortgagee will not thereby be subrogated to the rights of Landlord.

(b) Tenant may delegate irrevocably to a Qualified Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be binding upon Landlord unless and until either Tenant or the Qualified Mortgagee gives Landlord a true copy of a written instrument effecting such delegation.

(c) If Tenant defaults in the payment of any monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 10 days after the expiration of any grace or cure periods granted Tenant herein. If Tenant defaults in the performance of any non-monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 30 days after the expiration of any grace or cure periods granted Tenant herein.

13.07 Possession by Qualified Mortgagee. A Qualified Mortgagee may take possession of the Property and vest in the interest of Tenant in this Lease upon the performance of the following conditions:

(a) The payment to Landlord of any and all sums due to Landlord under this Lease, including without limitation accrued unpaid rent.

(b) The sending of a written notice to Landlord and Tenant of the Qualified Mortgagee's intent to take possession of the Property and assume the Lease.

(c) The curing of all defaults not remediable by the payment of money within an additional 30 days after the date upon which such default was required to be cured by Tenant under the terms of this Lease.

13.08 No Liability of Mortgagee Without Possession. A Qualified Mortgagee shall have no liability or obligation under this Lease unless and until it sends to Landlord the written notice described in paragraph 13.07(b). Nothing in this Lease or in the taking of possession of the Property and assumption of the Lease by a Qualified Mortgagee or a subsequent assignee shall relieve Tenant of any duty or liability to Landlord under this Lease.

13.09 New Lease. If a Qualified Mortgagee acquires Tenant's leasehold as a result of a judicial or non-judicial foreclosure under a Leasehold Mortgage, or by means of a deed in lieu of foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, which consent will not be unreasonably withheld or delayed, and subject to all of the other provisions of Article 8. Upon such acquisition by a Qualified Mortgagee, or its assignee of Tenant's leasehold, Landlord will execute and deliver a new ground lease of the Property to the Qualified Mortgagee or its assignee not later than 120 days after such party's acquisition of Tenant's leasehold. The new ground lease will be identical in form and content to this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining Term hereof), and the elimination of any requirements that Tenant fulfilled prior thereto, and the new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of the new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant from the Property.

ARTICLE 14. GENERAL PROVISIONS

14.01 Authority. Tenant represents and warrants that it has complete and unconditional authority to enter into this Lease; this Lease has been duly authorized by Tenant's governing body; this Lease is a binding and enforceable agreement of and against Tenant; and the person executing the Lease on Tenant's behalf is duly and properly authorized to do so.

14.02 Estoppel Certificates. Either party shall at any time and from time to time upon not less than 30 days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is in full force and effect and has not been amended (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments); that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the Base Rent and other charges have been paid in advance. The requesting party shall pay the cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees.

14.03 Delivery of Notices -Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail or facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail

no later than the day after transmission) to the address for the recipient in Section 14.04 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

14.04 Addresses for Notices. All notices, demands and requests from Tenant to Landlord shall be given to Landlord at the following address:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@cityofhomer-ak.gov

All notices, demands or requests from Landlord to Tenant shall be given to Tenant at the following address:

Ian Pitzman
4254 Svedlund Circle
Homer, AK 99603
Facsimile: (907) 235-8382
Phone: (907) 299-1159

Each party may, from time to time, designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

14.05 Time of Essence. Time is of the essence of each provision of this Lease.

14.06 Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

14.07 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

14.08 Captions. The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

14.09 Independent Contractor Status. Landlord and Tenant are independent contractors under this Lease, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between Landlord and Tenant. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

14.10 Parties Interested Herein. Nothing in this Lease, express or implied, is intended or shall be construed to give to any person other than Landlord, Tenant and any Qualified Mortgagee any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements

contained in this Lease are and shall be for the sole and exclusive benefit of Landlord, Tenant and any Qualified Mortgagee, and their permitted successors and assigns.

14.11 Multi-Party Tenant. If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

14.12 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

14.13 Successors and Assigns. This Lease shall be binding upon the successors and assigns of Landlord and Tenant, and shall inure to the benefit of the permitted successors and assigns of Landlord and Tenant.

14.14 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Lease. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

14.15 Attorney's Fees

(a) If Landlord is involuntarily made a party defendant to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant shall pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

14.16 Severability. If any provision of this Lease shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Lease, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Lease shall remain in full force and effect.

14.17 Entire Agreement, Amendment. This Lease constitutes the entire and integrated agreement between Landlord and Tenant concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Landlord shall bind Landlord or

be enforceable by Tenant unless specifically set forth in this Lease. This Lease may be amended only by written instrument executed and acknowledged by both Landlord and Tenant.

14.18 Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

14.19 Execution in Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

EXHIBIT A
TENANT'S LEASE PROPOSAL
(Section 2.01)

EXHIBIT B
CERTIFICATES OF INSURANCE
(Section 9.04(d))

EXHIBIT C

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of FORTUNE SEA, LLC. ("Tenant") insurance policies from Tenant's broker and/or insurer, *North Star Insurance Services, LLC*. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

Date: _____

FORTUNE SEA, LLC

Ian Pitzman, Owner



CITY OF HOMER PROPERTY MANAGEMENT LEASE APPLICATION CHECKLIST

Applicant Name: **FORTUNE SEA , LLC**
Date Application Received: **May 19, 2011**

CHAPTER 5: LEASE APPLICATION PROCESS

5.1: POLICY

- A. It is the policy of the City of Homer to provide for a streamlined, standardized, and easily understood lease application process. A full and complete application packet shall be provided to all applicants. Applicants must be qualified under Section 18.08.50 of the Homer City Code:
- (a) a natural person and is responsible, meaning the applicant has sufficient skill, experience and financial capability to perform all the obligations of the lessee under the proposed lease; and
 - (b) a person who is at least nineteen years of age; or
 - (c) a group, association or corporation which is authorized to conduct business under the laws of the State of Alaska. (Ord. 92-10 (part), 1992). 183 (Homer 06/04)
- B. The City administration will provide for pre-application meetings with all potential applicants to provide relevant information on things like land use regulations, lease policies, the permitting process, and other relevant topics.

5.2 PROCEDURES

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

<input checked="" type="checkbox"/>	NO	N/A	INCOMPLETE
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NOTES:

2. Any applicable fees

<input checked="" type="checkbox"/>	NO	N/A	INCOMPLETE
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NOTES:

\$30 fee included

3. A clear and precise narrative description of the proposed use of the property

<input checked="" type="checkbox"/>	NO	N/A	INCOMPLETE
-------------------------------------	----	-----	------------

NOTES:

Upland fleet support; secured storage of crab pots, tender gear, vans, trailers, and fishing equipment.

4. A specific time schedule and benchmarks for development

<input checked="" type="checkbox"/>	NO	N/A	INCOMPLETE
-------------------------------------	----	-----	------------

NOTES:

Indicates improving the gravel pad, adding approximately 400 feet of chain link fencing, and staging movable connex unit along the Freight Dock Road side of the lot in 2012.

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
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NOTES:

Parcel aerial map included. Does not indicate planned location of the 400 feet of fencing or connex storage units, though the proposal narrative indicates the connex storage to be located on the Freight Dock Road side of the lot.

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein or required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Did not indicate in proposal the amount/value of proposed capital investment.

7. All other required attachments requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references.

☒ Applicant information

☐ Plot Plan

☒ Development Plan

☒ Insurance

N/A Proposed Subleases

N/A Environmental Information

N/A Agency approvals and permits

☒ Financial Information (Financial Statement REQUIRED, Surety, bankruptcy, pending litigation are situational.)

N/A Partnership information and a copy of the partnership agreement OR

☒ Corporation information and a copy of the Articles of Incorporation and Bylaws

☐ Certificate of good standing issued by the entity's state of domicile

☒ Appropriate References (Total of 4 persons or firms with whom the applicant or its owners have conducted business transactions with during the past three years. Two references must have knowledge of your financial management history (One of which MUST be your principal financial institution) and two must have knowledge of your business expertise).

YES	NO	N/A	INCOMPLETE
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NOTES:

Incomplete Plot Plan

Financial Statement is from 2009; did not provide one for 2010.

Fortune Sea LLC is currently non-compliant with the State of Alaska Dept of Commerce. Last Biennial Report filed 5/13/2008

☒ Application review completed by Larry Fildes on 6/2/11 (date)

STAFF REPORT
FORTUNE SEA LLC PROPOSAL

Lot 19, Homer Spit Sub. No. 5, on Freight Dock Road

INTRODUCTION

Compatibility with neighboring uses and consistency with applicable land use regulations including the Comprehensive Plan.

The applicant proposes to utilize the property for upland fleet support and improved, secured storage of crab pots, tender gear, connex vans, trailers and other fishing equipment. The staff is not aware of any conflicts with adjacent property owners or uses. The proposed use is consistent with the zoning code and the Homer Comprehensive Plan.

The development plan includes all proposed phases and timetables.

Proposed improvements to the property are described in the proposal narrative titled "Proposed Land Use". The applicant has proposed improving the gravel pad, installing approximately 400 feet of chain link fencing, and placing movable connex storage units along the Freight Dock Road side of the lot. The timetable for installation of the improvements is in 2012.

The proposed capital investment.

The proposal does not contain an estimated dollar figure with respect to the capital investments described above. The improvements to the gravel pad would provide value to the property. The value of installing chain link fencing on the lot is difficult to assess. Its value, if considered a permanent improvement, is questionable as it is contingent upon future use of the lot upon expiration of a lease. The movable connex units appear to be temporary in nature and not a permanent improvement to the lot. Further information and details would be needed during the lease negotiation process.

Experience of the applicant in the proposed business or venture.

The experience of the applicant regarding the proposed use is described in the proposal narrative titled "Proposed Land Use". The applicant appears to be very experienced in the fishing business and an integrated business of the Homer fishing industry itself.

Financial capability or backing of the applicant including credit history, prior lease history, assets that will be used to support the proposed development.

The applicant has provided its 2009 business financial statement and credit references to indicate the viability of their business operations and ability to carry out the terms of the lease. The applicant's past and current financial history with the Port & Harbor is excellent. The applicant's 2010 financial statement could be required during lease negotiations to eliminate concerns, if any, that may exist.

The number of employees anticipated.

The applicant's business operation currently employs 21 individuals during the peak season, and 10 during the winter off-season.

The proposed rental rate.

The applicant proposes a lease rate of .40 /sq. ft per year.

Other financial impacts such as tax revenues, stimulation of related spin off economic development, or the value of improvements left behind upon termination of the lease.

Applicant's proposal narrative summarizes its valuable impacts to the Homer economy. As a locally owned and operated company with the Homer Harbor as its fleet's home port, the applicant contributes significantly to the local economy through a variety of avenues such as moorage fees, local repair and maintenance of vessels, sales tax revenue from local purchases, etc.

Other long term social and economic development.

Applicant's proposal narrative outlines the recent growth of its operation and the current need for secured space in order to maintain and expand its operations in the fishing industry, a cornerstone of the local economy.

Proposal Summary:

Following is a brief summary of the primary strengths and weaknesses of this proposal.

Strengths

- The applicant's growing business is a source of revenue supporting the Port & Harbor enterprise fund through moorage fees and the City through tax revenues and the business operations generate significant spin-off economic activity in the local marine trade industry.
- No other proposals were received for this lot.
- The proposed use is compatible with applicable land use regulations.
- The proposed lease term of 5 years with a 5 year option to renew provides the City a reasonable timeframe to reevaluate the best use of the property.

Weaknesses

- The business is currently listed as active but non-compliant with the State of Alaska Department of Revenue due to not filing the required Biennial Reports.

RECOMMENDATION:

That the Lease Committee recommend to City Council that the City Manager be authorized to enter into lease negotiations with Fortune Sea LLC for Lot 19, Homer Spit Subdivision No. 5.

City of Homer-Lease Application/Assignment Form

Directions:

1. Please type.
2. Please submit this application form to the City Clerk's Office, 491 Pioneer Avenue, Homer, Alaska 99603.
3. Please answer all questions on this form, or put "N/A" in the space if it is non applicable.

Applicant Name:	IAN PITZMAN
Social Security No.s	
Mailing Address:	4254 Svedland CR
City, State, ZIP code:	HOMER, AK 99603
Business Telephone No.	907-299-1159
Representative's Name:	(same)
Mailing Address:	"
City, State, ZIP code:	"
Business Telephone No.	"
Property Location:	Freight Dock Road Lot 19
Legal Description:	T6S R 13W SEC 36 SEWARD MER HM0930012 HSS NO 5
Type of Business to be placed on property:	Upland Fleet Support lot 19
Size of Buildings to be placed or leased:	NONE at this time
Duration of Lease requested:	5 years
Options to re-new:	5 years
Special lease requirements:	NONE
Number of parking spaces required, per code:	N/A

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan <i>N/A</i> <i>EMPTY LOT of 14,000sqft</i>	<u>A drawing of the proposed leased property showing:</u> <input type="checkbox"/> Size of lot - dimensions and total square footage. – to scale, please. <input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned – to scale, please. <input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed. <input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated – please refer to Homer City Code _____																				
2.	Development Plan	<input type="checkbox"/> <u>List the time schedule from project initiation to project completion including major project milestones.</u> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr> <td><i>2012</i></td> <td><i>Improve Gravel Pad</i></td> </tr> <tr> <td></td> <td><i>Fence</i></td> </tr> <tr> <td></td> <td><i>Connex Storage Units</i></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table> For each building, indicate: <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td><i>N/A</i></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </tbody> </table>	Dates	Tasks	<i>2012</i>	<i>Improve Gravel Pad</i>		<i>Fence</i>		<i>Connex Storage Units</i>					Building Use	Dimensions and square footage	<i>N/A</i>					
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	<i>Fence</i>																					
	<i>Connex Storage Units</i>																					
Building Use	Dimensions and square footage																					
<i>N/A</i>																						
3.	Insurance	<input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																				
4.	Subleases <i>N/A</i>	<input type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.																				
5.	Health Requirements <i>N/A</i>	<input type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																				
6.	Agency Approval <i>N/A</i>	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.																				

7.	Fees	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <p><input checked="" type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application.</p> <p><input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease.</p> <p><input type="checkbox"/> Assignment fee - \$250.00. Covers the costs of preparing and processing the lease transfer.</p>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input type="checkbox"/> Sole or individual proprietorship.</p> <p><input type="checkbox"/> Partnership.</p> <p><input checked="" type="checkbox"/> Corporation.</p> <p><input type="checkbox"/> Other – Please explain: _____</p> <hr/> <p><input checked="" type="checkbox"/> Financial Statement – Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</p> <p><input checked="" type="checkbox"/> Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a 10% interest</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input checked="" type="checkbox"/> Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input checked="" type="checkbox"/> Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation?</p> <p><input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>
9.	Partnership Statement	<p><input type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u></p> <p>Date of organization: _____</p> <p>Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p>Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Where _____ When _____</p> <p>Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Where _____ When _____</p> <p>Name, address, and partnership share. If partner is a corporation, please complete corporation statement.</p> <p>Limited/ General Name Address Share %</p>

Please attach a copy of your partnership agreement.

10. Corporation Statement

☒ If the applicant is a corporation, please provide the following:

Date of Incorporation: APRIL 11, 2006

State of Incorporation: ALASKA

Is the Corporation authorized to do business in Alaska?

☐ No ☒ Yes. Is so, as of what Date? APRIL 11, 2006

Corporation is held? ☐ Publicly ☐ Privately If publicly held, how and where is the stock traded? _____

Officers & Principal Stockholders [10%+]:

<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>
IAN PITZMAN	OWNER	4254 Siedlund Home	100%

☐ Please furnish a copy of Articles of Incorporation and By-laws.

Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.

<u>Name</u>	<u>Title</u>
IAN PITZMAN	OWNER

11. Applicant References

Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.


Name: JOHN KELLY
Firm: HOMER BUSINESS SERVICES
Title: OWNER
Address: 5317 Kachemak Dr HOMER
Telephone: 907-235-9700
Nature of business association with Applicant: BOOKKEEPING
and Payroll Services.

Name: Brandon Gracho
Firm: Wells Fargo Bank
Title: Banker
Address: Sterling Hwy Homer
Telephone: 907-235-8151
Nature of business association with Applicant: Business Banker

Name: Ken Quinn
Firm: Kachemak Gear Shed - Redden Marine
Title: owner
Address: 3625 East End Road Homer
Telephone: 907-235-8612
Nature of business association with Applicant: Vendor of gear + supplies

Name: Steve Fisher
Firm: Integrity Welding
Title: owner
Address: P.O. Box 77 Homer
Telephone: 907-399-7581
Nature of business association with Applicant: Vendor of welding services
and personal snow/sand services

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: 

Date: 5/10/2011

Proposed Land Use

Fortune Sea LLC is a locally fishing company owned and operated by Ian Pitzman. It was founded in 2006 with the purchase of f/v Cape Caution. Fortune Sea operates catcher vessels for crab and cod in the Bering Sea and Gulf in the winter. During the spring and summer, it's vessels tender for salmon and herring. The company vessels are also available for leased charters.

We are a Homer Harbor home ported fleet, and since 06, we have grown to include ownership and management of four additional vessels in the same class. Our group, in order of acquisition includes:

f/v Cape Caution - 108 ft LOA
f/v Kona Kai - 108 ft LOA
f/v Katrina Em - 108 ft LOA
f/v Egegik Spirit - 95 ft LOA
f/v Akemi - 95 ft LOA

As a management group, we have 21 employees at season's peak, and 10 through the winter. The repair and maintenance budgets for our vessels range from \$75,000 to \$150,000. Short of a full haul-out, our relationships with the members of Homer's marine trades and services industry allow us to perform much of this work locally. We contribute significantly to the tax base with other local purchasing such as fuel, groceries, supplies, and harbor moorage.

Our rapid growth has perpetuated a need for an improved, secure storage and upland fleet support area. In the short term, we must acquire space to fence our gear for security of crab pots, tender gear, connex vans, trailers, and other fishing equipment. We anticipate an improved gravel pad, approximately 400 ft of chain link fencing, and movable connex units staged along the Freight Dock Road side of the lot, to meet the needs of five or more vessels. Fortune Sea is in an acquisition phase and we need room to grow.

With input from the Homer Harbor Office, we have identified lot 19 on the current RFP as our preferred alternative. Lot 20 will work for us as well. However, we feel that sharing a border with the USCG upland fleet support & storage lot is appropriate, and in keeping with the tenants of our Marine Industrial District under Homer City Code Chapter 21.30.

Proposed Lease of Parcel L – Lot 19 Homer Spit Subdivision No. 5

Please consider this offer made by Fortune Sea LLC to the City of Homer with the intent of providing secure storage and upland fleet support for our affiliated vessels.

We are prepared to offer a lease rate of .40 per sq foot per year for Parcel L - Lot 19 of the current RFP. We ask for a five year lease with an option to extend for five additional years. The relatively short lease term proposed is in recognition of the fact that the City of Homer assumes fair market rate to be between .60 and .90 for this lot at a long term lease.

We feel the Freight Dock Road side of the harbor is under-utilized for its intended purpose as a marine industrial district at this time. Given the current economy and rental environment, the suggested rates are too high and do not encourage new leases. This may change, however, and our proposed 10 year term lease will give the city two beneficial opportunities. First, it will support a young, growing local company with a clear and pressing need. And second, the City will have a chance to revisit the value/use of the property in a relatively short amount of time.

**Kenai Peninsula Borough
Property Report - 18103238**

Thu May 19 2011 02:15:58 PM



Parcel Number: 18103238

Address:

Owner: HOMER CITY OF
491 E PIONEER AVE
HOMER, AK 99603

Tax Area: 20 - HOMER CITY

Usage Code: 100 Residential Vacant

Acreage: 0.32

Land Value: \$142,200

Improvement Value: \$0

Assessed Value: \$142,200

Taxable Value: \$0

Legal Description: T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO
5 LOT 19



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

Number of Structures: 1

Structure #	Year Built	Square Ft	Structure Type
-------------	------------	-----------	----------------

3:22 PM
12/14/09
Accrual Basis

Fortune Sea
Profit & Loss
January through December 2009

	<u>Jan - Dec 09</u>
Ordinary Income/Expense	
Income	
Freight Income	1,100.00
Charter	483,800.00
Commercial fishing	1,446,124.83
Herring	180,435.65
Total Income	<u>2,111,460.48</u>
Gross Profit	2,111,460.48
Expense	
Employee Medical	69.00
Advertising	250.00
Automobile Expense	2,506.08
Bait	27,641.18
Bank Service Charges	245.00
Contract Labor	297,220.17
Dues and Subscriptions	527.66
Equipment Rental	2,705.70
Fines	510.00
Freight & Trucking	8,385.33
Fuel and lube	180,278.45
Gear and parts	75,050.00
grocery/supply	16,329.08
Insurance	91,791.83
Interest Expense	1,480.06
Licenses and Permits	7,286.00
Meals and Entertainment	2,441.05
moorage	10,437.02
Office Supplies	247.98
Payroll Expenses	258,011.96
Permit Lease	790,484.68
Postage and Delivery	269.00
Professional Fees	7,784.62
Repairs	128,751.51
Storage	7,130.06
Taxes	1,200.00
Telephone	6,696.04
Travel	8,409.65
Uncategorized Expenses	2,071.08
Utilities	9,909.66
Total Expense	<u>1,945,119.73</u>
Net Ordinary Income	166,340.75
Other Income/Expense	
Other Income	
Interest Income	343.59
Total Other Income	<u>343.59</u>
Net Other Income	343.59
Net Income	<u><u>166,684.34</u></u>

Online Public Notices Department of Commerce find

Alaska Corporations, Business and Professional Licensing

Search

- By Entity Name
- By AK Entity #
- By Officer Name
- By Registered Agent
- Verify
- Verify Certification
- Biennial Report
- File Online
- Initial Biennial Report
- LLC
- File Online
- Business Corporation
- File Online
- Online Orders
- Register for Online
- Orders
- Order Good Standing
- Name Registration
- Register a Business
- Name Online
- Renew a Business Name

Date: 6/2/2011

Filed Documents

(Click above to view filed documents that are available.)

Print Blank Biennial Report

(To view the report, you must have Acrobat Reader installed.)

Entity Name History

Name	Name Type
Fortune Sea LLC	Legal

Limited Liability Company Information

AK Entity #:	100432
Status:	Active - Non Compliant
Entity Effective Date:	04/11/2006
Primary NAICS Code:	114111: Finfish Fishing
Home State:	AK
Principal Office Address:	4254 Svedlund Circle Homer AK 99603
Expiration Date:	Perpetual
Last Biennial Report Filed Date:	5/13/2008
Last Biennial Report Filed:	2008

Registered Agent

Agent Name:	Pitzman, Ian
Office Address:	4254 Svedlund Circle Homer AK 99603
Mailing Address:	
Principal Office Address:	4254 Svedlund Circle Homer AK 99603

Organizers

Name:	Ian Pitzman
Address:	4254 Svedlund Circle Homer AK 99603
Title:	Manager
Owner Pct:	100

Name:	Ian Pitzman
Address:	4254 Svedlund Circle Homer AK 99603
Title:	Member
Owner Pct:	100

Name:	Ken Ng
Address:	5071 Ivanhoe Place Ne Seattle WA 98105
Title:	Organizer
Owner Pct:	0

Officers & Directors

E-mail the Corporations Staff (907) 465-2550

**State of Alaska
Department of Commerce, Community, and
Economic Development
Corporations, Business and Professional Licensing**

**CERTIFICATE
OF
ORGANIZATION
Limited Liability Company**

THE UNDERSIGNED, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that Articles of Organization duly signed and verified pursuant to the provisions of Alaska Statutes has been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Fortune Sea LLC

and attaches hereto the original copy of the Articles of Organization for such certificate.



IN TESTIMONY WHEREOF, I execute this certificate and affix the Great Seal of the State of Alaska on April 11, 2006.

William C. Noll

William C. Noll
Commissioner



State of Alaska
Corporations, Business and Professional Licensing
CORPORATION SECTION
PO Box 110808
Juneau, AK 99811-0808

AK Entity #: 100432
Date Filed: 04/11/2006 01:31 PM
State of Alaska
Department of Commerce

ARTICLES OF ORGANIZATION
Online Filing
(Domestic Limited Liability Company)

The undersigned person(s) of the age of 18 years or more, acting as organizers of a limited liability company under the Alaska Limited Liability Act (AS 10.50) hereby adopt the following Articles of Organization:

Article 1. Name of the Limited Liability Company. The name of a limited liability company must contain the words "limited liability company" or the abbreviation "L.L.C.," or "LLC":

Fortune Sea LLC

Article 2. The purpose for which the company is organized. A limited liability company may list any lawful as its purpose:

fishing/tender vessel owner

Article 3. Registered Agent Name and Address:

Name:	Ian Pitzman
Mailing Address:	P O Box 912 Homer, AK 99603
Physical Address if Mailing Address is a Post Office Box:	4254 Svedlund Circle Homer, AK 99603

Article 4. Duration:

Check this box if the duration is perpetual: ☒

If the duration is not perpetual, list the latest date upon which the Limited Liability Company is to dissolve:

Article 5. Management: Check this box if the company will be managed by a manager. ☒

Article 6. Optional Provisions:

--

One or more organizer shall sign the Articles of Organization for a limited liability company.

Name of Organizer

Online Signature of Organizer

Ken Ng

Ken Ng

Date Submitted Online

April 11, 2006

**DISCLOSURE OF COMPANY ACTIVITIES
USING THE
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM
(NAICS)**

A separate disclosure of purpose must be attached to the entity creation filing that most closely describes the activities of the entity. The NAICS Code must not conflict with the purpose listed in the formation document.

The 6 digit NAICS industry grouping code that most clearly describe the initial activities of the corporation is:

114111



State of Alaska
Department of Commerce, Community and
Economic Development
Corporations
PO Box 110808
Juneau AK 99811-0808

AK Entity #: 100432
Date Filed: 05/15/2008 12:00 AM
State of Alaska
Department of Commerce

STATEMENT OF CHANGE
REGISTERED AGENT OR REGISTERED AGENT ADDRESS

Pursuant to Alaska Statutes the undersigned entity submits the following statement for the purpose of changing its registered agent or the registered agent address in the State of Alaska.

1. Name of Entity: Alaska Entity #:

Fortune Sea LLC	100432
-----------------	--------

The registered agent must be an individual resident of Alaska or a corporation in good standing authorized to transact business in Alaska. A corporation may not act as its own agent. The registered agent address must be in Alaska.

2. Prior Registered Agent Information:

Name:	Ian Pitzman		
Mailing Address:	PO Box 912		
Physical Address if Mailing Address is a Post Office Box:	4254 Svedlund Circle		
	City: Homer	AK	ZIP Code: 99603

3. New Registered Agent Information:

Name:	Ian Pitzman		
Mailing Address:	4254 Svedlund Circle		
Physical Address if Mailing Address is a Post Office Box:	4254 Svedlund Circle		
	City: Homer	AK	ZIP Code: 99603

☒ Check this box if this is also the principal office address for the entity shown above.

4. Authorization:

Date this change was authorized:	5/15/08
This change was authorized by (check appropriate box)	<input type="checkbox"/> Resolution of the board of directors (Corporation) <input checked="" type="checkbox"/> A member (Limited Liability Company) <input type="checkbox"/> General Partner (Limited Partnership or Limited Liability Partnership)

The president or vice president of the corporation, a member of a limited liability company, or a general partner of a limited partnership or limited liability partnership must sign this statement.

Signature of Authorized Person	Title	Date	Printed Name
	Manager	5/15/08	Ian Pitzman

The fee for this filing is \$25.00.

Return this form to:
State of Alaska
Corporations Section
PO Box 110808
Juneau, AK 99811-0808

State of Alaska
Filing Changes 1 Page(s)



T0813627052



CERTIFICATE OF INSURANCE

This is to certify that we have the following insurance for the account of:

NAMED ASSURED: FORTUNE SEA, LLC AND ALASKAN ACCESS FISHERIES, LLC
4254 SVEDLUND CIRCLE
HOMER, ALASKA 99603

VESSEL NAME(S): F/V "CAPE CAUTION", F/V "KONA KAI" & F/V "KATRINA EM"

FOR PERIOD: MAY 19, 2011, NOON, PACIFIC STANDARD TIME TO
FEBRUARY 20, 2012, NOON, PACIFIC STANDARD TIME

LIMITS OR AMOUNT: \$ PER POLICY HULL & MACHINERY
\$1,000,000 PROTECTION & INDEMNITY INCLUDING POLLUTION

**ADDITIONAL ASSURED/
CO-ASSURED:** City of Homer, Its officers and employees
491 East Pioneer Avenue
Homer, AK 99603

TRADING WARRANTY: PER POLICY ON FILE AT NORTH STAR INSURANCE SERVICES,
LLC

LAY-UP: PER POLICY ON FILE AT NORTH STAR INSURANCE SERVICES,
LLC

INSURED WITH: ON FILE AT NORTH STAR INSURANCE SERVICES, LLC

TERMS & CONDITIONS: ON FILE AT NORTH STAR INSURANCE SERVICES, LLC

DATE: MAY 19, 2011

BY:

NORTH STAR INSURANCE SERVICES, LLC

This coverage summary is a simplified overview of the insurance coverage and does not interpret or supercede the policy conditions. Existing coverage is provided solely by the carrier per the terms, conditions and warranties of the policy. Please immediately advise any discrepancy, inaccuracy or necessary change. Please note that the above warranties must be met or coverage is void. Please read them carefully. If you do not understand any of the above, please contact North Star Insurance Services, LLC at 206.285.4655 immediately.

NORTH STAR INSURANCE SERVICES, LLC

4055 21st AVENUE WEST, SUITE 202 • SEATTLE, WASHINGTON 98199

PHONE (206) 285-4655 • TOLL FREE (800) 605-4655 • FAX (206) 285-5022

WA Lic: #NORTHSI991OP • AK Lic: #25752 • CA Lic: #0D51770 • OR Lic: #813424 • HI Lic: #327815

FL Lic: #L000312 • ME Lic: #AGN113500 • MA Lic: #1809522 • NH Lic: #2005499 • NJ Lic: #1038001 • RI Lic: #2015258

FORTUNE SEA LLC
4254 SVEDLUND CIR.
HOMER, AK 99603

5258

89-5/1252 6467
8760483563

DATE 5/19/2011

PAY
TO THE
ORDER OF

City of Homer

\$ 30 ⁰⁰/₁₀₀

DOLLARS



Security
Features
Detailed on
Back



Wells Fargo Bank, N.A.
Alaska
wellsfargo.com

FOR

Lease Application Fee

[Signature]

⑈0000005258⑈ ⑆25200057⑆ 8760483563⑈

STAFF REPORT
FORTUNE SEA LLC PROPOSAL

Lot 19, Homer Spit Sub. No. 5, on Freight Dock Road

INTRODUCTION

Compatibility with neighboring uses and consistency with applicable land use regulations including the Comprehensive Plan.

The applicant proposes to utilize the property for upland fleet support and improved, secured storage of crab pots, tender gear, connex vans, trailers and other fishing equipment. The staff is not aware of any conflicts with adjacent property owners or uses. The proposed use is consistent with the zoning code and the Homer Comprehensive Plan.

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The experience of the applicant regarding the proposed use is described in the proposal narrative titled "Proposed Land Use". The applicant appears to be very experienced in the fishing business and an integrated business of the Homer fishing industry itself.

Financial capability or backing of the applicant including credit history, prior lease history, assets that will be used to support the proposed development.

The applicant has provided its 2009 business financial statement and credit references to indicate the viability of their business operations and ability to carry out the terms of the lease. The applicant's past and current financial history with the Port & Harbor is excellent. The applicant's 2010 financial statement could be required during lease negotiations to eliminate concerns, if any, that may exist.

The number of employees anticipated.

The applicant's business operation currently employs 21 individuals during the peak season, and 10 during the winter off-season.

The proposed rental rate.

The applicant proposes a lease rate of .40 /sq. ft per year.

Other financial impacts such as tax revenues, stimulation of related spin off economic development, or the value of improvements left behind upon termination of the lease.

Applicant's proposal narrative summarizes its valuable impacts to the Homer economy. As a locally owned and operated company with the Homer Harbor as its fleet's home port, the applicant contributes significantly to the local economy through a variety of avenues such as moorage fees, local repair and maintenance of vessels, sales tax revenue from local purchases, etc.

Other long term social and economic development.

Applicant's proposal narrative outlines the recent growth of its operation and the current need for secured space in order to maintain and expand its operations in the fishing industry, a cornerstone of the local economy.

Proposal Summary:

Following is a brief summary of the primary strengths and weaknesses of this proposal.

Strengths

- The applicant's growing business is a source of revenue supporting the Port & Harbor enterprise fund through moorage fees and the City through tax revenues and the business operations generate significant spin-off economic activity in the local marine trade industry.
- No other proposals were received for this lot.
- The proposed use is compatible with applicable land use regulations.
- The proposed lease term of 5 years with a 5 year option to renew provides the City a reasonable timeframe to reevaluate the best use of the property.

Weaknesses

- The business is currently listed as active but non-compliant with the State of Alaska Department of Revenue due to not filing the required Biennial Reports.

RECOMMENDATION:

That the Lease Committee recommend to City Council that the City Manager be authorized to enter into lease negotiations with Fortune Sea LLC for Lot 19, Homer Spit Subdivision No. 5.

LEASE COMMITTEE
SPECIAL MEETING
JUNE 09, 2011

Session 11-05 A Special Meeting of the Lease Committee was called to order at 3:05 pm on June 9, 2011 by Chair Shelly Erickson at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMITTEEMEMBERS ERICKSON, HAWKINS, ABBOUD, MAURAS,
ZIMMERMAN AND YAGER

STAFF: ADMINISTRATIVE ASSISTANT TERRY FELDE
ADMINISTRATIVE SUPERVISOR LISA ELLINGTON (PORT)
DEPUTY CITY CLERK I RENEE KRAUSE

APPROVAL OF THE AGENDA

Chair Erickson requested a motion to approve the agenda.

MAURAS/ABBOUD – MOVED TO APPROVE THE AGENDA.

The agenda was approved by consensus of the Committee.

PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA *(3 Minute Time Limit)*

There was no public present.

NEW BUSINESS

- A. Memorandum From Deputy City Clerk Re: Request for Executive Session Pursuant to AS §44.62.310(C) (3), Matters, which by Law, Municipal Charter, or Ordinances are Required to be Confidential. (Request for Proposals to Lease Parcel J: Lot 11, Homer Spit Subdivision No. 5, on Freight Dock Road and to Lease Parcel L: Lot 19, Homer Spit Subdivision No. 5, on Freight Dock Road

Chair Erickson stated she would entertain a motion that the committee retire to executive session to review and discuss the proposals.

MAURAS/ABBOUD - MOVED TO ADJOURN TO EXECUTIVE SESSION TO DISCUSS THE PROPOSALS RECEIVED REQUEST FOR PROPOSALS TO LEASE PARCEL J: LOT 11, HOMER SPIT SUBDIVISION NO. 5, ON FREIGHT DOCK ROAD AND TO LEASE PARCEL L: LOT 19, HOMER SPIT SUBDIVISION NO. 5, ON FREIGHT DOCK ROAD.

There was a brief discussion and explanation on the purpose of meeting in executive session.

VOTE. YES. ZIMMERMAN, ABBOUD, MAURAS, ERICKSON, YAGER, HAWKINS

Motion carried.

The committee adjourned to executive session at 3:10 p.m.

The committee reconvened at 3:45 p.m. Chair Erickson stated that the Committee has completed its executive session and that they were back on the record. She requested a statement from a committee member as to the outcome of their executive session.

Mr. Hawkins stated that the Committee met in executive session to discuss a lease proposal received on Parcel J, Lot 11 Homer Spit Subdivision No. 5 on Freight Dock Road and will be forwarding their recommendation to City Council to authorize the City Manager to enter into negotiations for the entire lot; the term to be two to five years; and competitive lease rates. Further recommend that the City Manager work with the proposer to complete the application.

Chair Erickson noted for the record that Committee member Zimmerman was determined to have a conflict of interest and was not present, nor participated in the discussion and decision on the following proposal.

Mr. Hawkins stated that the Committee met in Executive Session to discuss a lease proposal received on Parcel L, Lot 19, Homer Spit Subdivision No. 5 on Freight Dock Road and will be forwarding a recommendation to City Council to authorize the City Manager to enter into negotiations with the proposer; and to work with the proposer on completing the lease application.

There was no further discussion.

INFORMATIONAL MATERIALS

There were no informational materials.

COMMENTS OF THE AUDIENCE

There was no audience present.

COMMENTS OF THE CITY STAFF

There were no comments from Staff.

COMMENTS OF THE COUNCIL MEMBER *(If one is appointed)*

There were no councilmembers present.

COMMENTS OF THE CHAIR

Chair Erickson requested the Committee members to keep an eye on their emails as the meeting may be changed to Wednesday, July 13, 2011 or it will be conducted on the next regular meeting day, Thursday, July 14, 2011.

COMMENTS OF THE COMMITTEE

Ms. Mauras thanked Ms. Felde for putting the packet together this month.

ADJOURN

There being no further business before the Lease Committee, Chair Erickson adjourned the meeting at 3:53 p.m. The next regular Lease Committee meeting is scheduled for 3:00 p.m. July 14, 2011 at City Hall, Cowles Council Chambers, 491 E. Pioneer Avenue, Homer, Alaska.

RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

Approved: _____

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 13-030

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AWARDED THE CONTRACT FOR THE LIGHT VEHICLE PURCHASE FOR THE PORT AND HARBOR, FIRE DEPARTMENT, AND POLICE DEPARTMENT TO THE FIRM OF KENDALL FORD WASILLA OF WASILLA, ALASKA, IN THE AMOUNT OF \$91,281.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Invitation to Bid was advertised in the Homer Tribune on February 13 and 20, 2013, and posted on the City's website; and

WHEREAS, At the bid closure date of February 27, 2013 zero bids were received; and

WHEREAS, The City Manager extended the bid closure date to March 18, 2013; five Ford dealers within the state were notified and sent bid specifications; and

WHEREAS, Four bids were received and the most responsive bidder was Kendall Ford Wasilla of Wasilla, Alaska, in the amount of \$24,735.00 for a Half-ton 4x4 Pickup for Port and Harbor, \$34,975.00 for an Expedition EL for the Fire Department, and \$31,571.00 for an Expedition for the Police Department.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the contract for the Light Vehicle Purchase for the Port and Harbor, Fire Department, and Police Department to the Firm of Kendall Ford Wasilla of Wasilla, Alaska, in the amount of \$91,281.00 and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 26th day of March, 2013.

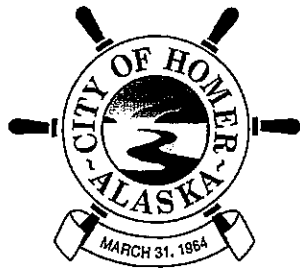
CITY OF HOMER

MARY E. WYTHER, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal information: Port and Harbor fleet reserves account 452-374-5902 for \$24,735.00; HVFD fleet reserves account 100-150-5227 for \$34,975.00; and HPD fleet reserves account 100-160-5227 for \$31,571.00.



City of Homer

Port / Harbor

4350 Homer Spit Road
Homer, Alaska 99603-8005

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

MEMORANDUM 13-045

TO: HOMER CITY COUNCIL & WALT WREDE, CITY MANAGER
FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER
DATE: MARCH 19, 2013
RE: 2013 LIGHT VEHICLE PURCHASE FOR THE PORT & HARBOR, HVFD, & HPD

The Invitation to Bid for the 2013 Light Vehicle Purchase for the Port & Harbor, HVFD, & HPD closed Wednesday, February 27, 2013. It was advertised in the Homer Tribune February 13 & 20, 2013. This bid included the purchase of a Half-ton Pickup, an Expedition EL, and an Expedition.

There were zero bids submitted. Approval was received from the City Manager to take a more direct approach and contact all Ford dealerships in Alaska with a deadline of Monday, March 18, 2013. Four responsive bids were received. A team made up of staff met to score the bids based on the requirements laid out in the bid packet.

After review of the bids, staff recommends awarding the bid to Kendall Ford of Wasilla in the amount of \$24,735.00 for a Half-ton 4x4 Pickup for Port and Harbor, \$34,975.00 for an Expedition EL for HVFD, and \$31,571.00 for an Expedition for HPD.

Recommendation

Award the bid to Kendall Ford of Wasilla, 2701 E. Mountain Village Drive, Wasilla, Alaska 99654, for a total cost of \$91,281.00.

Fiscal Note:

Port and Harbor fleet reserves account 452-374-5902 for \$24,735.00; HVFD fleet reserves account 100-150-5227 for \$34,975.00; and HPD fleet reserves account 100-160-5227 for \$31,571.00.

FEB - 7 2013

INVITATION TO BID

Sealed bids will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603, until **2:00 p.m. March 1, 2013** at which time all bids will be publicly opened and read for:

2013 LIGHT VEHICLE PURCHASE

- (1) ½ Ton 4x4 Extended Cab Pick Up (Port & Harbor)**
- (1) Expedition EL, SSV, 4 x 4 (HVFD)**
- (1) Expedition, SSV, 4 x 4 (HPD)**

For equipment specifications contact:

City Clerk
491 East Pioneer Ave.
Homer, AK 99603
(907) 235-3130

The bid shall include all items listed in the "Basic Bid Specifications". The bid shall also include all shipping and delivery costs: **FOB Anchorage**

Please direct all questions regarding this bid proposal to:

Robert Painter, Fire Chief
(907) 235-3155, ext. 1

The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids and to award the bid to the bidder that best meets the City's specifications and criteria. All bidders must be on the City's Plan Holders list to be considered a "responsible" bidder. Bidders not included on the City's Plan Holders list shall not be considered.

Dated this 6th day of February, 2013.

City of Homer


Walt Wrede, City Manager

Publish: Homer Tribune February 13 & 20, 2013

Acct. Nos. 100.160.5227 Police
100.150.5227 Fire
452-374-5902 Port

CITY OF HOMER
BID TALLY SHEET

Page 1 of 1

PROJECT: 2013 Light Vehicle Purchase for Port & Harbor, HVFD, and HPD
DUE DATE & TIME: March 18, 2013 2:00 p.m.
CITY CLERK'S OFFICE

BIDDER NO.	BIDDER NAME & ADDRESS	
1.	Seekins Ford Lincoln Steve Angel 1625 Seekins Ford Drive Fairbanks, AK 99701	½ ton 4x4 Pickup \$26,266.10 Expedition EL \$35,814.36 Expedition \$32,714.36 Includes Freight to Anchorage
2.	Kendall Ford Wasilla David Luke 2701 E. Mountain Village Wasilla, AK 99654	½ ton 4x4 Pickup \$24,735.00 Expedition EL \$34,975.00 Expedition \$31,571.00 Includes Freight to Anchorage
3.	Stanley Ford, Kenai Mike Alward 10288 Kenai Spur Hwy. Kenai, AK 99611	½ ton 4x4 Pickup \$27,189.00 Expedition EL \$41,155.12 Expedition \$38,213.12 Includes Freight to Anchorage
4.	Cal Worthington Fleet Services Lee Smith 431 Unga St. Anchorage, AK 99501	½ ton 4x4 Pickup \$26,577.00 Expedition EL \$36,049.00 Expedition \$32,857.00 In Anchorage

Staff Present: Jo Johnson, City Clerk; Jo Earls, Accounting Technician, Bryan Hawkins, Harbormaster

Comments: _____

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 13-031

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, INVITING THE GOVERNOR TO HAVE THE
GOVERNOR'S FAMILY PICNIC IN HOMER.

WHEREAS, The Governor of the State of Alaska holds an annual Governor's Family Picnic in the urban communities of Anchorage, Mat-Su, Fairbanks, and Juneau; and

WHEREAS, In 2012 Governor Parnell invited communities to submit proposals to host a "traveling" picnic outside the urban areas; and

WHEREAS, In 2012 Glennallen was chosen as the host site for the Governor's Annual "Traveling" Family Picnic; and

WHEREAS, The Governor's Annual "Traveling" Family Picnic will occur sometime in late July depending on the Governor's schedule; and

WHEREAS, The City of Homer would be honored to host Governor Parnell in Homer for the 2013 Governor's Annual "Traveling" Family Picnic; and

WHEREAS, The Homer Chamber of Commerce has agreed to partner with the City in hosting the Governor; and

WHEREAS, The picnic will be open to the public and provide food, fun, and entertainment to Homer residents; and

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council invites Governor Sean Parnell to Homer, Alaska, for the 2013 Governor's Annual "Traveling" Family Picnic.

BE IT FURTHER RESOLVED that the Homer City Council authorizes the City Manager to spend up to \$2,000 on picnic related expenses if Homer is selected as the site for the 2013 Governor's Annual "Traveling" Family Picnic.

PASSED AND ADOPTED by the Homer City Council this 26th day of March, 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

Fiscal Note: An amount yet to be determined.

Jo Johnson

From: Katie Koester
Sent: Wednesday, March 20, 2013 10:53 AM
To: Katie Koester
Subject: FW: Governor's Traveling Picnic

From: Governor Sean Parnell (GOV sponsored) [<mailto:governor@alaska.gov>]
Sent: Tuesday, March 12, 2013 4:25 PM
To: undisclosed-recipients:
Subject: Governor's Traveling Picnic

If you have trouble viewing this email, [click here](#).

Governor's FAMILY PICNIC

Bring the Governor's Family Picnic to your community!

APPLY ONLINE BEFORE APRIL 1

FROM THE DESK OF GOVERNOR SEAN PARNELL

March 12, 2013

Dear Alaskans,

Summer is just around the corner. One glance at the blue sky in Juneau last week made me look forward to the annual Governor's Family Picnics. The Picnics are a great opportunity to meet Alaskans from across the state and to join in this summer tradition of good food, fellowship, and fun.

Sandy and I, along with members of our administration, enjoy serving food and visiting with Alaskans.

Starting in 2012, we invited communities to submit proposals to host a "traveling" picnic outside of the urban areas of Fairbanks, Mat-Su, Anchorage, and Juneau. Last year's traveling picnic was a terrific event in Glennallen, as you can see from the photo in this email.



If your community would like to host a Governor's Family Picnic in late July, let your community leaders know that they can submit a proposal by **March 30**.

Until next time,

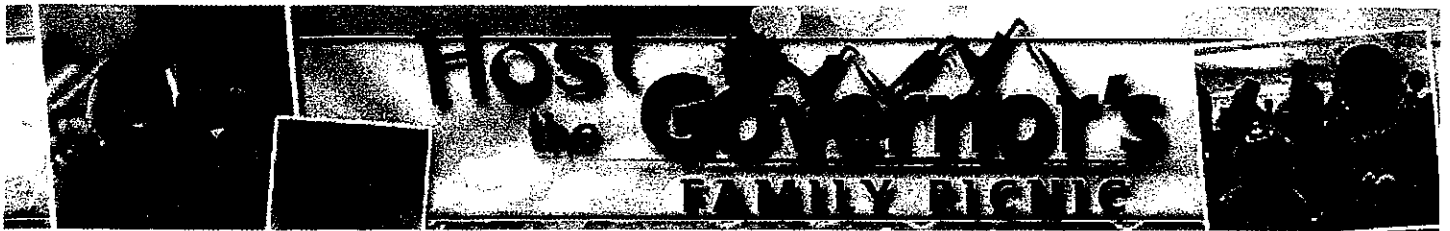


Governor Sean Parnell
I Choose respect



STATE OF ALASKA - OFFICE OF THE GOVERNOR - SOCIAL MEDIA TRACKERS - RESOURCES FOR THE STATE

Office of the Governor | PO Box 110001 | Juneau, AK 99811



Form to request to Host a Governor's Family Picnic. Please submit the form in one of the following ways:

Contact: Tara Fradley

Phone: 907-465-3500

Fax: 907-465-3532

Email: governor@alaska.gov

Mail: Office of the Governor

2012 Governor's Family Picnic

P.O. Box 110001

Juneau, AK 99811

NOTE: This form may be filled out in Adobe Acrobat, printed and faxed or mailed; or you may email your submission by using the "Submit Form" button at the bottom of the form.

Community submitting proposal:

Picnic Committee Chair

First Name and Last Name:

Email:

Phone Number:

Address:

Event Information

Proposed location of event:

Proposed menu:

Program / Agenda:

--

Family Activities:

--

Estimated Attendance:

--

Describe what will make your picnic unique to your community:

--

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

March 19, 2013

TO: Council

FROM: Mayor Wythe

RE: Juneau Trip – February 26 – 28, 2013

Thank you for the opportunity to represent the interests of the City and the Council while visiting with our House and Senate representatives in Juneau. It was a pleasure to travel with and be guided by Katie Koester and to be hosted by our lobbyist Linda Anderson. Both are very well versed in the workings of the Capital and proved to be valuable assets on my first visit as Mayor.

Linda had coordinated a bustling day and a half for our visit.

On Wednesday we were able to meet with Representative Seaton and Senator Micciche regarding the top priorities on our CIP; encouraging their continued support of the Municipal Harbors Grant funding (\$4.2 Million dollars in the Governor's budget) and the re-appropriation of the \$2 Million for the Port & Harbor Building and Sky Line Fire Station projects. In addition, we encouraged them to consider contributing towards the balance of the funding needed to make both of these projects successful, if discretionary funding becomes available. We were also introduced as visitors from the House and Senate Floors, which is always a privilege.

In a brief meeting with Speaker Chenault we took the opportunity to thank him for his efforts in supporting the gas trunk line funding and reviewed the progress on the natural gas distribution project as well. When asked about the potential of Homer being included in any State assisted distribution funding Speaker Chenault likened the possibility to an overloaded pony that can't make it through town. At any rate, if there is money to be had he will keep Homer in mind.

Also on Wednesday, we had the opportunity to meeting with Senator Meyer's staff. We shared the progress that has been made in preparation of moving forward with the Harbor Improvement Project and discussed Homer's placement on the Municipal Harbors Grant funding list. Katie was very complementary of the structure of this project and how it has helped Homer prepare properly so that when the funding is approved, our project will be ready to go. As with others, we shared an update on the gas line project as well.

Our last visit on Wednesday was to Representative Wilson in support of HB 35. She was able to share her optimism for initial funding to be provided through unused funds from other AHFC programs. We also discussed our interest in any funding that may become available for distribution systems.

Wednesday evening Linda hosted a very nice dinner with Katie, Gus and I, Representative Seaton and Senator Micciche and their families and staff. It was a relaxing evenings and pleasant opportunity to meet our representatives without talking business.

On Thursday morning we met with Chief of Staff, Mike Nizich. This provided an opportunity to thank the Governor again for placing Homer in the Governor's budget for the Municipal Harbor Grant and for coming to Homer last fall in our community's time of need. Katie provided an update on the progress of the gas line and also support for HB 35. I provided an update on Homer being selected as a Green Dot Pilot and the City's recent funding of the plan through Permanent Fund proceeds. I also provided a letter of support for Sam Cotten's reappointment as the local representative on the North Pacific Fisheries Management Council.

Our last meeting was with several staff members from the Department of Transportation. This was very informative. We discussed our current Harbor Improvement Project; the Deep Water Dock project and the current placement of Lake Street and Pioneer Avenue on the STIP. We learned that funding for the Corp of Engineers is dwindling as is their presence in Alaska. We also learned that the more that we can do on our own to move our projects to a shovel ready status the better our chances of receiving funding.

One interesting proposal that was discussed was an amendment by the late Senator Inouye to set aside \$50 million dollars annually for CORPS non-contiguous states projects. Katie is going to do some research to determine if there was any traction on this concept and how, or if, it would apply to Alaska.

There is a lot of talk about ports and harbors becoming a larger part of the national transportation infrastructure and it is important that Homer keep track of these matters. They will be very important to our long range future.

STATE CAPITOL
P.O. Box 110001
Juneau, AK 99811-0001
907-465-3500
fax: 907-465-3532



Governor Sean Parnell
STATE OF ALASKA

550 West Seventh Avenue, Suite 1700
Anchorage, AK 99501
907-269-7450
fax 907-269-7461
www.Gov.Alaska.Gov
Governor@Alaska.Gov

March 8, 2013

The Honorable Mary E. Wythe
Mayor
City of Homer
491 East Pioneer Avenue
Homer, AK 99603

Dear Mayor Wythe,

Thank you for expressing support for the continued service of Sam Cotten on the North Pacific Fishery Management Council. We received your endorsement, and I will take your comments into consideration in making nominations.

Please do not hesitate to contact my Boards and Commissions staff at 907-269-7450 if you have further comments.

Best regards,

A handwritten signature in black ink that reads "Sean Parnell".

Sean Parnell
Governor

PUBLIC HEARING(S)

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

Ordinances 13-07

A **public hearing** is scheduled for **Tuesday, March 26, 2013** 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 13-07 internet address:
<http://www.cityofhomer-ak.gov/ordinances>

Ordinance 13-07, An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating up to \$42,450 from the Sewer, Water and Fleet Reserve Fund for the Purchase of a Steamer Truck. City Manager/Public Works Director.



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

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

Jo Johnson, CMC, City Clerk



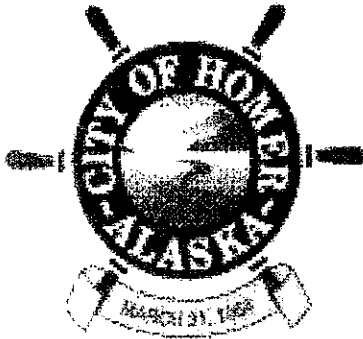
Publish: Homer Tribune: March 20, 2013

CLERK'S AFFIDAVIT OF POSTING

I, Renee Krause, Deputy City Clerk I for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for Ordinance 13-07, Amending the 2013 Operating Budget by Appropriating up to \$42,450 from the Sewer, Water and Fleet Reserve Fund for the Purchase of a Steamer Truck at the City of Homer kiosks located at City Clerk's Office, Captain's Coffee Roasting Co., Harbormaster's Office and Redden Marine on March 15, 2013 and that the City Clerk posted same on City of Homer Homepage on March 12, 2013.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 15th day of March, 2013.

Renee Krause
Renee Krause, Deputy City Clerk I



ORDINANCE REFERENCE SHEET
2013 ORDINANCE
ORDINANCE 13-07

An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget by Appropriating up to \$42,450 from the Sewer, Water and Fleet Reserve Fund for the Purchase of a Steamer Truck.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 11, 2013 Introduction
 - a. Memorandum 13-037 from Public Works Superintendent as backup
2. City Council Regular Meeting March 26, 2013 Public Hearing and Second Reading
 - a. Memorandum 13-037 from Public Works Superintendent as backup

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 13-07

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,
ALASKA, AMENDING THE 2013 OPERATING BUDGET BY
APPROPRIATING UP TO \$42,450 FROM THE SEWER,
WATER AND FLEET RESERVE FUND FOR THE PURCHASE
OF A STEAMER TRUCK.

WHEREAS, Public Works has purchased a boiler unit as backup to the existing truck
mounted boiler/steamer unit with funds authorized in the 2013 Operating Budget; and

WHEREAS, Climate change impacts are expected to increase the potential for winter
rain and ice formation in ditches and culverts (see Memorandum 13-037); and

WHEREAS, The current steamer truck unit is fully utilized to complete fire hydrant
thawing and other miscellaneous thawing operations; and

WHEREAS, Having a second truck on which to mount this backup unit would be a great
asset to the community, providing better response to community needs; and

WHEREAS, This second steamer unit will benefit not only the City's ability to respond
to road drainage issues, but also water and sewer system maintenance issues.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2013 Operating Budget is hereby amended by appropriating not more
than \$42,450 from the Public Works Fleet, Water and Sewer Reserve funds for the purchase of a
used truck for use in mounting the backup boiler steamer unit.

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
152-383 (PW Fleet Reserve)	Steamer Truck Purchase	\$14,150
256-378 (Water Reserve Fund)	Steamer Truck Purchase	\$14,150
256-379 (Sewer Reserve Fund)	Steamer Truck Purchase	\$14,150

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
_____, 2013.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, CMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

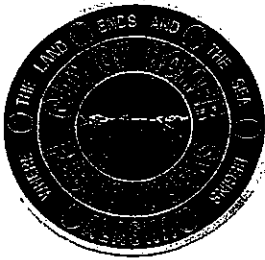
Reviewed and approved as to form:

Walt E. Wrede, City Manager

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



CITY OF HOMER PUBLIC WORKS DEPARTMENT

Jan C. Jonker, Superintendent
3575 Heath St.
Homer, Alaska 99603

Telephone: (907)235-3170
Fax: (907)235-3145

EMAIL : jjonker@ci.homer.ak.us

MEMORANDUM 13-037

To: Walt Wrede, City Manager
From: Jan Jonker, PW Superintendent
Thru: Carey Meyer, PW Director
Date: Tuesday, March 05, 2013
Subject: Used Truck Purchase for New Steamer

We have finally taken possession of our new 2012 vapor steamer unit. This unit was purchased as a backup to our existing steamer unit which frequently cannot keep up with the workload that it is needed to be performed. We also found out last year how the community suffers when our only steamer breaks down as spring arrives.

This unit was intended to serve as a back up to our existing truck mounted unit. Public Works does not have a truck in which to mount the new steamer unit to allow it to be used. Based on the type of winter that we have had (extreme glaciation), and warnings that Homer should expect more winter rain and ice formation in ditches and culverts, a second truck mounted unit will be a great asset to the community.

Our existing unit is mainly used for fire hydrant steaming/thawing (preventative maintenance on the 370 hydrants on the system). To keep these hydrants from freezing and breaking our program includes the steaming/thawing of these (3) times each during the winter months. This is a full time job during the winter. Our steamer also is needed and used for thawing culverts and drainages and also thawing frozen water and/or sewer services which precludes it from fire hydrant steaming.

With our ever expanding infrastructure it would be of great benefit to City residents and this department to have two mobile steaming/thawing units available for use.

We have researched the availability of a used truck for this purpose and have not found a suitable one in the state of Alaska. We have identified several units in the lower 48 and one being in the Seattle area @ \$27,500. Below is a proposed budget for the purchase of a used truck and associated needed appurtenances.

1. Used truck purchase	\$30,000.00
2. Freight to Alaska (est)	5,000.00
3. Fabricated 750-900 gal water tank	2,500.00
4. Side door purchase/install	1,500.00
5. Insulate/sheet interior	2,500.00
6. Work lights (interior & exterior)	300.00
7. Heat (interior)	500.00
8. Strobe light	150.00
Estimated Total Budget	\$42,450.00

Recommendation

The City Council pass an ordinance amending the 2013 budget to authorize the purchase of a truck and appurtenances as described above. As this equipment is used for both general fund and water/wastewater fund work, the Council should fund this purchase equally from the PW Fleet Reserve Fund, Water Reserve Fund & Sewer Reserve Fund @ 1/3 each.

- | | | |
|----------------------|---------|-------------|
| • PW Reserve Fund | 152-383 | \$14,150.00 |
| • Water Reserve Fund | 256-378 | \$14,150.00 |
| • Sewer Reserve Fund | 256-379 | \$14,150.00 |

ORDINANCE(S)

CITY MANAGER'S REPORT

MANAGER'S REPORT
March 26, 2013

TO: MAYOR WYTHER / HOMER CITY COUNCIL

FROM: WALT WREDE

UPDATES / FOLLOW-UP

1. **Finance Director Recruitment:** The deadline for applications has been extended until March 27 in an effort to recruit a larger pool of qualified candidates.
2. **Loan Agreement / Natural Gas Special Assessment District:** The Borough Assembly approved the loan agreement between the City and the Borough at its regular meeting on Tuesday, March 19th. I attended the meeting to provide testimony and answer questions. This was the final big step. Things will happen very quickly now. We will make the first loan drawn-down on March 25th and the proceeds will provide the first payment to Enstar, establish the project account for administration and direct services, and transfer money into the Bond Reserve Account. I will also sign the contract with Enstar and issue a Notice to Proceed.
3. **Enstar Activities:** Enstar is moving quickly on both the trunk line and the distribution system. On the trunk line, they plan to start digging and installing pipe in the next week or two. Construction will start at the intersection of the Old Sterling and New Sterling and proceed in two directions. Enstar had its pre-bid meeting for the Homer distribution system on Friday March 15th. The meeting was well attended with a good mix of large well known firms from Anchorage and local contractors. I am hopeful we will get very competitive bids and a good price for the property owners in the assessment district. Enstar has laid out a very aggressive construction schedule and they hope to have the contractors in the ground working by May. Enstar intends to break the bidding up and this year, contractors will only bid on Phase I, the downtown core. Enstar has opened an office in Homer and hired employees. You can go there now if you want to sign up for gas service. I would like to invite Enstar to a future meeting to update the community on everything that is going on.
4. **Summer Construction:** I wanted to discuss the construction schedule for the distribution system a little because I am not sure it has fully dawned on the community that this is happening, and it is happening in just a few weeks! The plan is to install all of the distribution lines in downtown streets this construction season. This has the potential to disrupt traffic and perhaps impact businesses during the summer season. It will have to be planned carefully to minimize impacts. Enstar is planning to provide regular community briefings on its website and on the radio regarding where crews are expected to be and what road closures and detours can be anticipated. More on all of that later. But, the basic message is get ready Homer!
5. **Budget Ordinance / HSAD:** This agenda contains an ordinance that appropriates funds and adopts a budget for the administration and direct services provided by the City to support the natural gas distribution system special assessment district.

This covers administrative services such as maintaining the assessment roll and handling the assessments and the financing. Administration fees are authorized by the adopted fee schedule. The budget also includes money to cover direct services like permitting, inspections, and utility locates in the field. The money for this will come from the bond sale proceeds and be repaid through assessment payments. The City's costs were included in the amount to be assessed to the property owners in the SAD.

6. Bond Application / Harbor Projects: As you know, the State Capital Budget includes \$4.2 Million for improvements at the Homer Harbor. This funding is provided under a program that requires a 50/50 match with local funds. The Council has determined that the best way to provide the local match is to sell revenue bonds and it has raised fees at the harbor to provide for the money needed to make the bond payments and maintain the required reserve. I am currently working on the bond application through the Alaska Municipal Bond Bank. The Bond Bank Board is scheduled to meet on May 2 to decide which projects are approved and to finalize the details of the sale. A bond sale is tentatively scheduled for mid-June with closing shortly thereafter. This is perfect timing because it coincides almost exactly with final approval of the capital budget. Work will be able to commence this fall.
7. TORA / Deep Water Dock: The City and the Department of Transportation are very close to finalizing a Transfer of Responsibility Agreement (TORA) regarding Deep Water Dock funding. The agreement would transfer federal funds to the City and make it responsible for all aspects of feasibility studies, preliminary conceptual design, and compliance with applicable laws. Recall that we have a federal earmark in the amount of \$ 2 Million and a state legislative grant in the amount of \$1 Million for feasibility studies related to expanding and strengthening the Deep Water Dock. I can go into a little more detail at the meeting.
8. Drill Rig Endeavor: The drill rig is scheduled to leave the Deep Water Dock on March 26 so that the City can install the new dock fenders. The work is being performed by Jay-Brandt and materials are already arriving. This is part of the work being funded by the \$ 6 Million cruise ship head tax grant.
9. Emergency Operations Plan: The working group formed to update the City's Emergency Operations Plan has been meeting on a regular basis and is making good progress.
10. New Software at Library: The Library Staff and the IT Department have been working to install and train staff on a new software system that will replace the old SIRSI system. This software will be cheaper to maintain and service and it is more tailored to the specific needs of the Homer library and its patrons. Hopefully, this software will provide better service to our customers and be more efficient and productive for the staff.
11. Animal Shelter Contract: The Animal Shelter Contract expires this year. We are preparing an RFP and expect to put this service out for bids early this summer.
12. Workshops Scheduled: The Council has requested a number of workshops which include training on I-Pads, Kachemak Drive Trail, The parcel next to the Fishing Hole, and the proposal from the Wooden Boat Society. Jo Johnson has managed

to schedule all of them in April. Two items are scheduled for special meetings at 4 PM on the 8th and 22nd. Others are scheduled for 5:15 on the 15th, an off week for Council meetings.

CITY ATTORNEY REPORT

COMMITTEE REPORT(S)

PENDING BUSINESS

NEW BUSINESS

RESOLUTION(S)

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

