

City Council
March 24, 2014
Monday



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



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

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Happy Homer

March/April 2014

Monday 24 th	CITY COUNCIL Worksession 4:00 p.m., Committee of the Whole 5:00 p.m., and Regular Meeting 6:00 p.m.
Wednesday 26 th	PORT AND HARBOR ADVISORY COMMISSION Regular Meeting 5:00 p.m.
Friday 28 th	VESSEL HAUL-OUT TASK FORCE Meeting 3:30 p.m.
Monday 31 st	SEWARD'S DAY – City Offices Closed
Tuesday 1 st	LIBRARY ADVISORY BOARD Regular Meeting 5:00 p.m.
Wednesday 2 nd	PLANNING COMMISSION Worksession 5:30 p.m. and Regular Meeting 6:30 p.m.
Thursday 3 rd	PARKS AND RECREATION ADVISORY COMMISSION Worksession 5:30 p.m.
Monday 7 th	VESSEL HAUL-OUT TASK FORCE Meeting 3:30 p.m.
Tuesday 8 th	ECONOMIC DEVELOPMENT ADVISORY COMMISSION Regular Meeting 6:00 p.m.
Wednesday 9 th	CITY COUNCIL - BOARD OF ADJUSTMENT Special Meeting 6:00 p.m.
Monday 14 th	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.
(May – August 6:00 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 – 16
BEAUREGARD BURGESS, COUNCILMEMBER – 15
GUS VAN DYKE, COUNCILMEMBER – 16

City Manager, Walt Wrede
City Attorney, Thomas Klinkner

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

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



WORKSESSION
4:00 P.M. MONDAY
MARCH 24, 2014
COWLES COUNCIL CHAMBERS

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 GUS VAN DYKE
CITY ATTORNEY THOMAS KLINKNER
CITY MANAGER WALT WREDE
CITY CLERK JO JOHNSON

WORKSESSION AGENDA

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

Councilmember Zak has requested telephonic participation.

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

3. REPORT FROM PUBLIC WORKS RE: ESTIMATED COSTS, FINANCING OPTIONS, POLICY CONSIDERATIONS, AND FEASIBILITY OF CONSTRUCTING A "LOOP" WATER AND SEWER CONNECTION THAT EXTENDS UP WEST HILL ROAD, ACROSS SKYLINE DRIVE, AND DOWN EAST HILL ROAD. (Resolution 14-010)
Page 7

4. COMMENTS OF THE AUDIENCE

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

Next Regular Meeting is Monday, April 14, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

**CITY OF HOMER
HOMER, ALASKA**

Burgess

RESOLUTION 14-010

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
DIRECTING THE CITY MANAGER TO PRODUCE A REPORT ON THE
ESTIMATED COSTS, FINANCING OPTIONS, POLICY
CONSIDERATIONS, AND FEASIBILITY OF CONSTRUCTING A
“LOOP” WATER AND SEWER CONNECTION THAT EXTENDS UP
WEST HILL ROAD, ACROSS SKYLINE DRIVE, AND DOWN EAST HILL
ROAD; TO BE PRESENTED AND DISCUSSED AT A FUTURE
WORKSESSION SCHEDULED BY THE CITY COUNCIL.

WHEREAS, The City of Homer maintains and operates state of the art water and sewer
treatment plants and an extensive distribution and collection system; all of which is very
expensive; and

WHEREAS, The Water and Sewer Special Revenue Fund is operated like an Enterprise
Fund in the sense that the costs of maintaining and operating the system is supported
entirely by user fees; and

WHEREAS, Less than one half of all structures within the Homer City limits are
connected to the piped water and sewer system resulting in public safety and environmental
concerns; and

WHEREAS, Many Homer residents would like to be served by the water and sewer
utility for a variety of reasons, including, but not limited to, failed septic systems, tainted
wells, erosion issues, reduced property values, and the inability to get financing; and

WHEREAS, Even though the City of Homer will subsidize 25 percent of the cost and
offer attractive financing under the Water and Sewer Special Assessment District program, it
remains prohibitively expensive to extend water and sewer into some of the rural residential
neighborhoods; and

WHEREAS, Fixed costs that continue to rise combined with a stagnate customer base
that is not growing is a business model that is destined to fail; and

WHEREAS, The City Council has discussed the need to promote "in-filling", expand the system, and find other ways to increase the customer base; and

WHEREAS, It is important for the Council to address this issue and thoroughly explore all options available to it to expand the system and the utility customer base; and

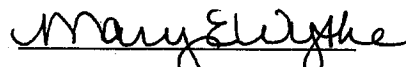
WHEREAS, One option for expanding service which deserves discussion is to construct water and sewer main lines in a loop which goes up West Hill Road, extends across Skyline Drive, and returns to downtown via East Hill Road; an idea that might make neighborhood Special Assessment Districts more attractive and stimulate development.

NOW, THEREFORE, BE IT RESOLVED that the City Manager is directed to produce a report on the estimated costs, financing options, policy considerations, and feasibility of constructing a "loop" water and sewer connection that extends up West Hill Road, across Skyline Drive, and down East Hill Road.

BE IT FURTHER RESOLVED that the report shall be presented and discussed at a future worksession to be scheduled by the City Council.

PASSED AND ADOPTED by the City Council of Homer, Alaska, this 13th day of January, 2014.

CITY OF HOMER


MARY E. WYTHE, MAYOR

ATTEST:


JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Staff time, estimated to be 6 to 8 hours.

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



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
MARCH 24, 2014
COWLES COUNCIL CHAMBERS

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 GUS VAN DYKE
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.

Councilmember Zak has requested telephonic participation.

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

3. CONSENT AGENDA

4. REGULAR MEETING AGENDA

5. COMMENTS OF THE AUDIENCE

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

Next Regular Meeting is Monday, April 14, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

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



REGULAR MEETING
6:00 P.M. MONDAY
MARCH 24, 2014
COWLES COUNCIL CHAMBERS

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 GUS VAN DYKE
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 telephonic participation.

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 Special and Regular meeting minutes of March 10, 2014. City Clerk. Recommend adoption. *Pages 25/27*

- B. **Memorandum 14-044**, from Mayor, Re: Reappointment of Matt Strobel and Phil Gordon to the Library Advisory Board and Ian Pitzman to the Vessel Haul-Out Task Force. **Page 43**
- C. **Memorandum 14-045**, from Deputy City Clerk Re: Liquor License Renewals for Starvin Marvin's, Save-U-More Liquor, Homer Brewing Company, Inc., and Restaurant Designation for AJ's Oldtown Steakhouse. **Page 51**
- D. **Ordinance 14-14**, An Ordinance of the Homer City Council, Enacting HCC 2.80.100, Limitation Period, Establishing a Five-Year Time Limitation for Filing a Complaint of a Violation of the City Ethics Code. City Clerk. Recommended dates: Introduction March 24, 2014, Public Hearing and Second Reading April 14, 2014. **Page 75**
- Memorandum 14-046 from City Clerk as backup. **Page 79**
- E. **Ordinance 14-15**, An Ordinance of the Homer City Council, Repealing HCC 4.45.010, Election Recount, and Enacting HCC Chapter 4.45, Election Recount; Regarding the Procedure for Recounts in City Elections. City Clerk. Recommended dates: Introduction March 24, 2014, Public Hearing and Second Reading April 14, 2014. **Page 81**
- Memorandum 14-047 from City Clerk as backup. **Page 87**
- F. **Ordinance 14-16**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$31,000 From the General Fund-Fund Balance for Marketing and Showcasing Homer as a Great Place to Live, Work, and Play in the Next Edition of the *Alaska: North to the Future Volume V* Book. Mayor/Council. Recommended dates: Introduction March 24, 2014, Public Hearing and Second Reading April 14, 2014. **Page 89**
- G. **Resolution 14-039**, A Resolution of the City Council of Homer, Alaska, Amending the Homer Advisory Planning Commission Bylaws "Quorum; Voting" to Permit Four Instead of Five Members to Approve a Conditional Use Permit or a Variance. City Manager/Planning. Recommend adoption. **Page 95**
- Memorandum 14-051 from City Clerk as backup. **Page 97**
- H. **Resolution 14-040**, A Resolution of the Homer City Council Disbanding the Transportation Advisory Commission and Assigning Road and Trail Standards to the Homer Advisory Planning Commission. City Manager. Recommend adoption. **Page 117**

Memorandum 14-057 from Deputy City Clerk as backup.

Page 119

- I. **Resolution 14-041**, A Resolution of the Homer City Council Approving the City of Homer 2014 Land Allocation Plan. City Manager/City Council. Recommend adoption.

Page 153

Memorandums 14-037 and 14-050 from Deputy City Planner as backup. **Pages 155/165**

- J. **Resolution 14-042**, A Resolution of the Homer City Council Awarding the Contract for the Purchase of a Ford Explorer Police Vehicle to the Firm of Kendall Ford Wasilla of Wasilla, Alaska, in the Amount of \$25,845.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Police Chief. Recommend adoption.

Page 303

Memorandum 14-059 from Police Chief as backup.

Page 305

- K. **Resolution 14-043**, A Resolution of the City Council of Homer, Alaska, Approving a Twenty-Year Lease, With Two Five-Year Options, for Snug Harbor Seafoods on Lot 13B, Port Industrial Subdivision Number 2, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

Page 317

Memorandum 14-060 from City Manager as backup.

Page 319

- L. **Resolution 14-044**, A Resolution of the City Council of Homer, Alaska, Approving the Assignment of the Happy Face Land Lease, Lot 32, Homer Spit Amended, to Yong Kim dba Lee and Kim LLC, Extending the Term of the Lease to Twenty Years, With Two Five-Year Options, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

Page 357

Memorandum 14-061 from City Manager as backup.

Page 359

- M. **Resolution 14-045**, A Resolution of the Homer City Council Awarding the Contract for the Homer Fire Station #2 Skyline Drive to the Firm of Steiner's North Star Construction, Inc. of Homer, Alaska, in the Amount of \$510,800.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk/Public Works Director. Recommend adoption.

Page 405

Memorandums 14-039 and 14-062 from Project Manager as backup.

Pages 407/409

6. VISITORS

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORTS REPORT/COMMISSION

A. Borough Report

B. Commissions/Board Reports:

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

8. PUBLIC HEARING(S)

- A. Ordinance 14-12,** An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$15,000 From the Fire Depreciation Reserve and \$83,000 From the General Fund – Fund Balance for the Homer Fire Station #2 Skyline Drive Project. City Manager/Public Works Director. Introduction March 10, 2014, Public Hearing and Second Reading March 24, 2014. **Page 421**

Ordinance 14-12(S), An Ordinance Of The City Council Of Homer, Alaska, Amending The 2014 Operating Budget By Appropriating ~~\$15,000 From The Fire Depreciation Reserve And \$83,000~~ **\$98,000** From The General Fund – Fund Balance For The Homer Fire Station #2 Skyline Drive Project. City Manager/Public Works Director.

Page 423

Memorandum 14-039 from Public Works Director as backup.

Page 427

- B. Ordinance 14-13,** An Ordinance of the City Council of Homer, Alaska, Authorizing the City Administration to Accept Donations for the Parks, Arts, Recreation and Culture Needs Assessment, Directing That a Separate Account Be Established to Manage and Track Donations, and Approving the Expenditure of Those Funds for the Purpose of Conducting a Parks, Arts, Recreation and Culture Needs Assessment. City Manager/Finance Director. Introduction March 10, 2014, Public Hearing and Second

Reading March 24, 2014.

Page 429

9. ORDINANCE(S)

10. CITY MANAGER'S REPORT

A. City Manager's Report

Page 439

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. Port and Harbor Building Task Force

13. PENDING BUSINESS

- A. **Resolution 14-023**, A Resolution of the City Council of Homer, Alaska, Approving and Accepting the Donation of a Life-Size Bronze Bust of Brother Asaiah Bates by an Anonymous Donor and Created by Homer Artist Leo Vait for Permanent Placement in WKFL Park. City Clerk/Public Arts Committee. (Referred to Public Arts Committee on January 27, 2014 for a public hearing.)

Page 493

Memorandums 14-016 and 14-048 from Public Arts Committee as backup.

Pages 495/497

Memorandum 14-018 from Parks and Recreation Advisory Commission as backup.

Page 499

Memorandum 14-058 from Library Advisory Board as backup.

Page 501

14. NEW BUSINESS

- A. **Memorandum 14-056** from City Clerk, Re: Reducing Commission, Board, and Committee Meetings.

Page 525

- Memorandum 14-049 from Library Advisory Board as backup. *Page 527*
Memorandum 14-052 from Public Arts Committee as backup. *Page 529*
Memorandum 14-053 from Economic Development Advisory Commission as backup. *Page 531*
Memorandum 14-054 from Port and Harbor Advisory Commission as backup. *Page 533*
Memorandum 14-055 from Parks and Recreation Advisory Commission as backup. *Page 535*

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 14, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PUBLIC COMMENTS
UPON MATTERS
ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA

Session 14-06 a Special Meeting of the Homer City Council was called to order on March 10, 2014 at 4:00 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, HOWARD, LEWIS, ROBERTS,
VAN DYKE, ZAK

STAFF: CITY MANAGER WREDE
CITY CLERK JOHNSON
CITY ATTORNEY KLINKNER

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

Mayor Wythe called for a motion to approve the agenda.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

There were no public comments.

PENDING BUSINESS

NEW BUSINESS

- A. **Memorandum 14-042**, From City Clerk Re: Request for Executive Session Pursuant to AS 44.62.310 (a-c)(1 & 5) Matters, the Immediate Knowledge of Which Would Clearly Have an Adverse Effect Upon the Finances of the Government Unit, and Matters that are Attorney-Client Privilege (Kachemak City Intergovernmental Wastewater Agreement).

Mayor Wythe called for a motion for the approval of the recommendations of Memorandum 14-042 to meet in Executive Session to discuss Kachemak City Intergovernmental Wastewater Agreement.

BURGESS/LEWIS – SO MOVED.

Councilmember Roberts requested City Manager Walt Wrede and Attorney Klinkner join Council in the Executive Session.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Van Dyke joined the meeting at 4:03 p.m.

Mayor Wythe called for a motion to adjourn to executive session.

LEWIS/ROBERTS – SO MOVED.

There was no discussion.

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

Motion carried.

Council adjourned to Executive Session at 4:04 p.m. and reconvened the Special Meeting at 4:28 p.m.

Mayor Pro Tempore Roberts stated Council met in Executive Session and discussed the agreement and provided direction to the City Manager and the City Attorney as to how to proceed.

COMMENTS OF THE AUDIENCE

There were no comments of the audience.

ADJOURNMENT

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 4:28 p.m. The next Regular Meeting is Monday, March 24, 2014 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, MMC, CITY CLERK

Approved: _____

Session 14-07 a Regular Meeting of the Homer City Council was called to order on March 10, 2014 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, HOWARD, LEWIS, ROBERTS,
VAN DYKE, ZAK

STAFF: CITY MANAGER WREDE
CITY CLERK JOHNSON
CITY ATTORNEY KLINKNER
COMMUNITY AND ECONOMIC DEVELOPMENT
COORDINATOR KOESTER
FINANCE DIRECTOR LI
FIRE CHIEF PAINTER
IT MANAGER POOLOS
PROJECT MANAGER NELSEN
PUBLIC WORKS DIRECTOR MEYER

Council met for a Special Meeting in Executive Session between 4:00 p.m. and 4:28 p.m. to discuss Kachemak City Intergovernmental Wastewater Agreement. From 4:31 p.m. to 4:47 p.m. a Worksession was held to review the 2014 Land Allocation Plan. Council met as a Committee of the Whole from 5:00 p.m. to 5:30 p.m. to discuss Resolution 14-008, Ordinance 14-12, 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 following agenda changes were made:

PENDING BUSINESS - Resolution 14-008, A Resolution of the City Council of Homer, Alaska, Approving a New Intergovernmental Wastewater Agreement Between the City of Homer and Kachemak City. City Manager. Written public comments. **RESOLUTIONS - Resolution 14-036(S)**, A Resolution of the Homer City Council Awarding a GC/CM Contract with Cornerstone General Contractors, Inc. of Anchorage, Alaska, Within the Authorized Project Budget for the Design and Construction Services of the Public Safety Building Project and Authorizing the City Manager to Enter Into Negotiations and Execute the Appropriate Documents. City Manager/Public Works Director. **Memorandum 14-043**, from Public Safety Building Review Committee as backup.

Mayor Wythe called for a motion to adopt the agenda as amended.

ZAK/LEWIS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Charles Davis, city resident, told Council they are doing a good job. He encouraged the City to infill water and sewer before building a new Public Safety building. The City should not have to do the State's business.

Jan Rumble, city resident and secretary of Homer Hockey Association, expressed support for Resolution 12-035. The Kevin Bell Arena is one of four in the nation that run their own rink. Financial support is needed to continue operations at the ice rink that provides an economic boost to Homer.

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 24, 2014. City Clerk. Recommend adoption.
- B. **Memorandum 14-038**, from Mayor, Re: Appointment of Peter Roedl to the Parks and Recreation Advisory Commission and Reappointment of Michele Miller to the Public Arts Committee.
- C. **Ordinance 14-12**, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$15,000 From the Fire Depreciation Reserve and \$83,000 From the General Fund – Fund Balance for the Homer Fire Station #2 Skyline Drive Project. City Manager/Public Works Director. Recommended dates: Introduction March 10, 2014, Public Hearing and Second Reading March 24, 2014.

Memorandum 14-039 from Public Works Director as backup.

- D. **Ordinance 14-13**, An Ordinance of the City Council of Homer, Alaska, Authorizing the City Administration to Accept Donations for the Parks, Arts, Recreation and Culture Needs Assessment, Directing That a Separate Account Be Established to Manage and Track Donations, and Approving the Expenditure of Those Funds for the Purpose of Conducting a Parks, Arts, Recreation and Culture Needs Assessment. City Manager/Finance Director. Recommended dates: Introduction March 10, 2014, Public Hearing and Second Reading March 24, 2014.
- E. **Resolution 14-035**, A Resolution of the City Council of Homer, Alaska, Supporting Homer Hockey Association's (aka Homer Ice Rink) Efforts to Secure Funding for the Purchase of the Existing Ice Rink Facilities. City Manager/Lewis/Zak. Recommend adoption.
- F. **Resolution 14-037**, A Resolution of the Homer City Council Awarding the Contract for Waste Water Treatment Plant – Micro-Strainer Electrical Connection to the Firm of Liberty Electric of Homer, Alaska, in the Amount of \$11,881.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 14-040 from Project Manager as backup.

- G. **Resolution 14-038**, A Resolution of the City Council of Homer, Alaska, Expressing Support for Homer Electric Association's Request for Funding to Replace the Emergency Generators in Seldovia. City Manager. Recommend adoption.

Mayor Wythe called for a motion for the approval 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

- A. **Matt Steffy**, Parks, Art, Recreation & Culture Needs Assessment

Matt Steffy presented a PowerPoint presentation. He reported the PARC (Parks, Art, Recreation & Culture) Committee is a small group that represents many users that are involved in recreation. The city staff includes the City Manager, City Planner, and the Community

Recreation Coordinator that provide structure and keep the committee on task. They are meeting once a week with the RFP (Request for Proposals) as the first step.

During budget hearings in December there was a large voice representing arts and culture. In Homer we lag behind in the idea of combining parks and recreation together; most communities share staff and funding. It is more common in communities to have arts, culture, and recreation services together. We need to know what the broad spectrum is for recreation. There are a lot of activities that fall in the broad range of activities. The intent of the assessment is to assign values and figure out the frequency of the varied activities.

The PARC mission statement is "To determine the resources and prioritize the needs for our community concerning parks, arts, recreation, and cultural programs and facilities." It is a ten to fifteen year outlook.

PARC Assessment Goals

1. What are the existing and potential PARC resources in our community?
2. What programs and facilities does the community want?
3. How big is the gap between what we have, and what we want?
4. What are future trends? Will look to user groups.
5. Quality of life: how important are PARC activities to Homer's quality of life?
6. Funding: How could new programs and facilities be paid for? User fees, borough-wide wide?

Goal Summary:

- What do we do with our spare time?
- What would we like to do with our spare time?
- What are the barriers to accessibility?
- How important is this?

Timeline:

- Pending further input and review:
- RFP out by early April
- Proposals reviewed by PARC Committee
- Timeline for completion, 1 year or less

The next Parks and Recreation Advisory Commission meeting is Thursday, March 20 at 5:30 p.m.

B. **Keren Kelley**, Executive Director, Homer Senior Center

Keren Kelley, Executive Director of the Homer Senior Center (HSC), reported the HSC has been here for 40 years operating as a nonprofit sustainable senior center.

Services of the HSC include:

- 45 independent senior housing facilities, some mandated for low income
- A 45-bed assisted living facility, recently revamped
- Adult services day program
- Provide meals to the community for 55 and over, served almost 20,000 meals last year
45% of people dine in; 55% are home delivered meals
- Fund a transportation service
- Provide meeting space for 11 agencies (AARP is currently doing tax preparation for the entire community, not just seniors)

These services keep seniors in the community and help to keep their children here. The HSC receives 16% of their budget in State funding; other funding is through user fees. With utility rates skyrocketing, the HSC is asking for the City's help with the anticipated \$500,000 for natural gas conversion costs. The project is on the Capital Improvement Plan (CIP) at the state level, but the City does not contribute anything.

The HSC supports the community with annual expenditures of \$1.7M. This includes employing 38 people, expending funds for city water and sewer, fuel oil, Homer Electric, and local vendors and contractors. They are homegrown and are doing everything as community oriented as they can.

Councilmember Zak asked how many volunteer hours were logged over the last year. Ms. Kelley answered the Senior Center has over 300 volunteers who generated over 44,000 hours. Activities reach all gammas. They serve very active seniors up to people with Alzheimer's. They provide family caregiver programs through volunteers, educating the community on how to help take care of seniors. HSC provides respite care to senior caregivers and a financial planning preparation course.

Councilmember Burgess questioned the high cost for the natural gas conversion. Ms. Kelley noted the costs are due to the age of the four 6-plexes that require individual boilers. The State wanted to include the Senior Center and the Assisted Living Facility. Due to the recent power outages they are putting pressure on the Senior Center to get a generator. They would like to have a continuous funding stream from the City such as in-kind water and sewer or some other option.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

A. Borough Report

Bill Smith, Kenai Peninsula Borough Assemblyman, reported he spent a week in Washington, D.C. at the National Association of Counties Legislative Conference. Topics of discussion included the invasive waterweed Elodea and spruce bark beetle invasion.

Many national forests have become fire hazards due to dead timber. There is a possibility of additional financial assistance for spruce bark beetle mitigation; \$16M was previously allocated for mitigation. The right-of-ways and power lines need protection.

There has been a lot of work on MAP-21 (Moving Ahead for Progress) funding surface transportation programs. The State hopes to receive authorization to receive funding. There is a push to increase the federal fuel tax that would provide money to fix roads. Alaska has the oldest unchanged tax rate in the country, since 1964. The current federal tax is equivalent to one cent per gallon, used for highway repairs.

There has been a lot of work with runoff issues. The EPA passed some laws that have slowed down some storm water control issues.

In the upcoming federal budget there are three big drives: Social Security, Medicare, and Medicaid; they are not likely to change since this is an election year. There are flood insurance rate increases to provide for FEMA disaster assistance. Unfortunately, the high insurance rates paid do not compare to FEMA reimbursement. Flood insurance rate increases could be disastrous for homeowners; there is a movement in Congress to try to figure out how to mitigate costs nationwide.

The Borough allocates a modest amount of money to senior centers across the borough.

The Borough continues to put a budget together; there will be no change in property assessments from last year. Some assessments may be lower.

B. Commissions/Board Reports:

1. Library Advisory Board

Library Advisory Boardmembers Phil Gordon and Larry Slone reported on attendance and circulation statistics for the library. This year, both adult and children attendance has increased and circulation of books, media, and digital materials are up. The library is working well. The LAB is conducting a study to present to Council. They may be asking for a temporary summer assistant.

Two new members joined the Board for the March 4th meeting. They discussed the handicapped parking area on the north side of the library that has an ongoing problem with icing. It is no simple issue and the LAB will follow up on that. One resolution may be a wooden cap over the walkway.

A new concept called value impact assessment is proposed by Michael Haines. Mr. Haines will be promoting and developing a team of library personnel who have a library background. The assessment will measure the value of the library as an intangible and qualitative asset to the

community. The library continues to attract new people, including retirees. The library retains highly qualified personnel. The value impact assessment has never been applied in Alaska or the rest of the United States. It would be good to dovetail with the PARC needs assessment.

2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission

Lindianne Sarno, Economic Development Advisory Commissioner, reported on the long term goals of the commission. Since 80% of new jobs are generated by existing businesses, they are encouraged to expand to bring in young, intelligent, and educated families to balance Homer's retirement community. Families are attracted to Homer for the quality of life that includes arts, library, schools, culture, recreation, healthy outdoor activities, trails, and elder care. The commission has invited Mike Illg to talk to them about the economic implications of the HERC building. The commission supports the Kachemak Drive Bike Path that will make a loop out to East End.

The EDC will be sending out a questionnaire called "Are You an Internet Based Entrepreneur"? It will provide a better idea of how to support those businesses.

Commissioner Sarno has been researching ocean acidification that is killing scallops by the millions and reducing the tiny shrimp population that make up 40% of the diet of pink salmon. It is alarming for us here, but there is hope for a remedy in biochar. It is a way to take the tinder out of the forests and turn it into charcoal by burning it in a closed system unit. Once you have charcoal it is crushed and soaked in a biological solution. That solution could be compost in tea, manure, or urine. A piece of charcoal the size of a pencil eraser has 1,000 to 2,500 square meters. It is then put into the soil and the soil's ability to hold carbon increases expedientially. We can start a tremendous cottage industry and make our own contribution to reducing global warming. This process is outlined in the book *Biochar Solution* by Albert Bates.

Councilmember Zak commented on the importance of the Kachemak Bay Research Reserve and PERS and TERS funding.

4. Parks and Recreation Advisory Commission

Robert Archibald, Parks and Recreation Advisory Commissioner, reported they now have a full commission with the appointment of Mr. Roedl. They still need a high school student as a non-voting member. There is a diverse crew working on the PARC needs assessment. Mike Illg has been busy with lots of activities and has put together the new spring/summer recreational activity guide.

Karen Hornaday Park improvements are moving along in high gear. The new pavilion will be completed this year. Drainage is still an issue at the park. Grant money will provide for access

to the western upper ball field. A revised master plan for the park has been submitted by Jack Wiles. After the PRAC reviews the plan they will bring it before Council. The safety of pedestrians on the roadway is a big concern. A divided area for pedestrians would be helpful. The commission discussed the Land Allocation Plan and hopes all of the land designated for public use will stay that way. The commission will request reducing the speed limit near Jack Gist Park and Cottonwood Horse Park to 35 mph. The current 45 mph speed limit makes it difficult to maneuver horse trailers and there is limited vision at the Jack Gist Park entrance.

Volunteers have spent hundreds of hours beautifying the city with flowers. New signage for the parks will be coming soon. The commission is looking at reducing their meetings while still being able to conduct their work and keep Council informed. He appreciates the staff for putting in all the time that they do.

5. Port and Harbor Advisory Commission

Port and Harbor Advisory Commissioner Steve Zimmerman reported the commission reviewed the Land Allocation Plan. They recommend that Lots 10, 11, and 12 not be put out for RFP. Those lots should be available for someone that wants to develop a haul-out facility instead of tied up in long term leases.

C. Lobbyist Report – March 5, 2014

D. Cook Inletkeeper Letter of Thanks for Support

PUBLIC HEARING(S)

- A. **Ordinance 14-11(A)**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$11,331.48 From the ~~Homer Volunteer Fire Department Reserve Account~~ **General Fund Balance** for the Replacement of Laptop Computers Compatible With Windows 7 for Data Collection, Analysis, and Reporting Requirements. City Manager/Fire Chief. Introduction February 24, 2014, Public Hearing and Second Reading March 10, 2014.

Memorandum 14-035 from IT Manager as backup.

Ordinance 14-11(A)(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating ~~\$11,331.48~~ **\$10,890.54** From the ~~Homer Volunteer Fire Department Reserve Account~~ **General Fund Balance** for the

Replacement of Laptop Computers Compatible With Windows 7 for Data Collection, Analysis, and Reporting Requirements. City Manager/Fire Chief. Introduction February 24, 2014, Public Hearing and Second Reading March 10, 2014.

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

Mayor Wythe called for a motion to substitute Ordinance 12-11(A)(S) for Ordinance 14-11(A).

LEWIS/BURGESS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Wythe called for a motion for the adoption of Ordinance 12-11(A)(S) by reading of title only for second and final reading.

LEWIS/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

A. City Manager's Report

1. Memorandum 14-041 from Community and Economic Development Coordinator, Re: Citizens Academy Update Week 2.
1. Parks and Recreation Needs Assessment: The Committee working on the Needs Assessment is making excellent progress. Committee member Matt Steffy is a visitor on this agenda and will provide a progress report. The Parks and Recreation Commission is holding a special meeting on March 6 to hear a presentation as well. RFP is scheduled to go out the end of March. Attached is the Committee Mission Statement and RFP Goals, which I am sure Matt will go over.

2. Citizens Academy: The Citizens Academy will have completed the third session by the time you read this report. The Port and Harbor put on an excellent session which received outstanding reviews by the participants.
3. Critical Habitat Legislation: The legislation that would remove the Homer Port and Harbor from the critical habitat area has now been passed by both the House and the Senate. It is on the way to the Governor for his signature. Thanks to Speaker Chenault, Senator Micciche, and Representative Seaton for their effort and strong support. Also, thanks to Katie for all of her background work and coordination and to Linda Anderson for all of her important work in Juneau on this legislation.
4. Traffic Calming: As you know, there is great interest in some neighborhoods about traffic calming. As I reported earlier, the Planning Commission has taken a real interest in this topic and has agreed to take it on as a project. The Commission has begun its work. For those folks in the community who want to get involved, now is the time to get in on the ground level. Contact Planning staff if you want more information about the Commission work schedule on this topic.
5. Kachemak Bay Research Reserve Funding Threatened: A sub-committee of the House Finance Committee has removed \$175,000 for KBRR that was included in the ADF&G Budget. This was not expected to occur this year. If this funding is not restored, it could threaten the federal matching funds and in a worst case scenario, close the Islands and Ocean Visitor Center. KBRR and that building are significant economic engines in Homer and many full time jobs are at stake. This issue has very rapidly become one of the City's top priorities in Juneau. Katie and Linda Anderson have spent significant time and resources on it during the past week. We would be happy to provide more information or discuss this in more detail at the meeting.
6. Intergovernmental Agreement with Kachemak City. The resolution approving this agreement is on this agenda. It was postponed until the Council had a chance to have a workshop on the topic; which it did at the last meeting. We originally postponed it to this date thinking it should logically follow the workshop at the next regular meeting. Although there was a lot of good discussion at the workshop, no real direction was given or course of action agreed to. I decided to keep this resolution on the agenda because it will provide Council with a vehicle to discuss how it wants to proceed, whether that be another workshop or something else. I do think it is important to get an agreement in place. Perhaps it is possible to separate this agreement from the larger discussion about the overall long term relationship between the two cities. It seems like one is a vital short term need and the other is a broad, far reaching discussion that will take some time.
7. Land Allocation Plan: The 4 PM meeting is a workshop on the Land Allocation Plan. We decided to do something a little different this year to address persistent complaints about the process in past years. Julie will tell you all about in. In short, we narrowed the number of commissions and committees that were consulted on this to the ones which have the most obvious stake or responsibility regarding how municipal land is classified and used. We also eliminated the joint workshop aspect of this meeting. The idea was

to streamline the process and make it more efficient while still getting good input from advisory bodies.

8. Ron Drathman: As you know by now, former City Manager Ron Drathman passed away last week. A memorial service was held on March 5th at the Elks Club. The City was saddened to receive this news and sends its heartfelt condolences to the family and to Ron's many friends and colleagues. He will be missed.

City Manager Wrede reported he wrote a letter to the Legislature in support of HB152, the PERS bill. He declared his conflict of interest due to his participation in PERS. Because the lobbyist and Alaska Municipal League thought it was important to weigh in and the fact Council passed a resolution (14-014) in support of the appropriation, he wrote the letter. Although the resolution didn't cover termination studies, Council has talked about the burden it would be so he included it in the letter.

City Manager Wrede referenced the financial reports and supplement passed out by Finance Director Li.

A letter from the Legislature to the Mayor requesting that Homer participate in showcasing the city in *Alaska: North to the Future* was discussed. The publication comes out every five years and includes a vast account of information on the state. For the past couple of years there has been a section for municipalities to highlight themselves. Seward and Kenai have been highlighted in the past and this year they want to highlight just one city. It is a huge opportunity since the publication goes to every congressman and senator who in turn promotes it on their travels. The cost is \$31,000 for a six-page display of the city. The book will be out there for five years. It is a good value and they need an answer by tomorrow. There are other municipalities that are lined up to do this.

Mayor Wythe added the concept was significant enough the money allocated to the Chamber of Commerce could be reallocated to the project, but we have already committed to the Chamber. It works out to \$7,800 per year for advertising of this magnitude. She is constantly standing before every group saying the city is open for business and this could pass that message. We could partner with other groups to help with the contribution. It is an inexpensive means to stimulate the economy in Homer; the City's contribution will be the funds and staff time to prepare the feature article.

Council expressed enthusiasm as a new and added means of marketing the city. It was suggested that we find our demographic for the book and target that reader. City Manager Wrede will notify the party tomorrow and relay Council's support to move forward on the condition of an ordinance approving the expenditure. An ordinance will be presented at the March 24th meeting for the appropriation.

Representative Mike Chenault, Speaker of the House, and Senator Charlie Huggins signed the letter requesting that Homer participate in the *North to the Future* project series.

Representative Chenault knows the large initiatives on our table. The article will focus on the things we are trying to highlight, such as marine services. People will look at Homer when considering locations. Over and over we have wasted \$31,000 on various things and it will be an opportunity to put Homer in a positive light; it is us saying who we are. If we do not start casting the image who we want to be today, five to ten years from now we won't be any more different than we are today.

Mayor Wythe acknowledged and expressed appreciation for five employees celebrating a combined 61 years of service.

Councilmember Howard reported the Citizens Academy met at the library last week. The circulation and visitation numbers at the library are staggering. The building is beautiful. The Human Resources presentation was enlightening and the IT presentation was mind-boggling. There are a lot of regulations and security to follow with a two man band and very little money. The next academy will be at Public Works. She senses a bit of rivalry between the departments since the Port and Harbor raised the bar. The citizens are definitely benefitting from the academy.

Councilmember Burgess urged people to write the Senators to continue funding for Kachemak Bay Research Reserve. People may inquire with the local Legislative Information Office to get contact information. At this time, \$175,000 has been cut from Fish and Game budget. This amount is necessary to leverage almost \$1M in federal funding for the Reserve and Islands & Ocean Visitor Center. This includes more than twelve local jobs. He hopes to see a resolution on the next agenda and strong opposition to cut funding. It is a big deal and we don't want to see the high intellectual and science based jobs go away.

At the recent Town Hall meeting Senator Micciche expressed his commitment to request funding for Kachemak Bay Research Reserve. Community and Economic Development Coordinator Koester and Lobbyist Linda Anderson have been spending a lot of time advocating for KBRR. The economic impact of removing the critical habitat for the harbor area could be wiped out by closing the KBRR and Islands and Ocean Visitor Center. Funding for KBRR was originally included in the Governor's budget. It was Sport Fish and Game that cut it out of their budget. Senator Micciche was not aware of the number of kids that come to Homer each year in the springtime to take part in activities offered by the Reserve. In April and May about 3,000 students travel to Homer for a series of low tides. There are only four research reserves in the country. It is a huge conduit for federal money for the community providing research specific to our local region.

When writing your Representatives do not start with "This is the stupidest thing you have done"; remember honey and flies.

CITY ATTORNEY REPORT

A. City Attorney Report of February 2014

City Attorney Klinkner reported there have been no developments since the time of his 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
- G. Port and Harbor Building Task Force

Councilmember Howard reported on Friday they will have 65% drawings for the building. It is very exciting.

- H. Public Safety Building Review Committee
- I. Vessel Haul-Out Task Force

Councilmember Howard reported the first meeting was last Monday. It was very productive with a lot of information presented. It is an exciting concept. The next meeting is scheduled for Monday, March 17 at 3:30 p.m.

PENDING BUSINESS

- A. **Resolution 14-008**, A Resolution of the City Council of Homer, Alaska, Approving a New Intergovernmental Wastewater Agreement Between the City of Homer and Kachemak City. City Manager. (Postponed from January 27, 2014.)

Motion on the floor from January 13: MOTION FOR THE ADOPTION OF RESOLUTION 14-008 BY READING OF TITLE ONLY.

ROBERTS/HOWARD – MOVED TO POSTPONE RESOLUTION 14-008 TO NO SPECIFIC TIME TO BE COMPLETED BY AUGUST 2014.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

RESOLUTIONS

- A. **Resolution 14-036**, A Resolution of the Homer City Council Awarding a GC/CM Contract with _____ of _____, _____, Within the Authorized Project Budget for the Design and Construction Services of the Public Safety Building Project and Authorizing the City Manager to Enter Into Negotiations and Execute the Appropriate Documents. City Manager/Public Works Director.

Resolution 14-036(S), A Resolution of the Homer City Council Awarding a GC/CM Contract with Cornerstone General Contractors, Inc. of Anchorage, Alaska, Within the Authorized Project Budget for the Design and Construction Services of the Public Safety Building Project and Authorizing the City Manager to Enter Into Negotiations and Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 14-043, from Public Safety Building Review Committee as backup.

Mayor Wythe called for a motion for the adoption of Resolution 14-036 by reading of title only.

LEWIS/ZAK - SO MOVED.

Mayor Wythe called for a motion to substitute Resolution 14-036(S) for 14-036.

LEWIS/ZAK – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

There were no comments of the audience.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner had no comment.

COMMENTS OF THE CITY CLERK

City Clerk Johnson had no comment.

COMMENTS OF THE CITY MANAGER

City Manager Wrede had no comment.

COMMENTS OF THE MAYOR

Mayor Wythe thanked Council for doing a great job. Petitions are available at the Clerk's office if you are interested in the charter commission.

COMMENTS OF THE CITY COUNCIL

Councilmember Van Dyke announced he is a proud grandpa because his young grandson's hockey team are now state champions.

Councilmember Burgess thanked everyone for a good meeting. He reminded people to request support for Kachemak Bay Research Reserve and check out the city recreational programs.

Councilmember Roberts thanked Finance Director John Li for the good financial report. She reminded council members when they travel on behalf of the Council it is wise to come back and report. Council passed a resolution for the GC/CM for the new public safety building. She is dismayed there is not a local contractor in the mix. On the tree cutting by Enstar, we need to make this work in neighborhoods and should help the citizens. She offered condolences to Ron Drathman's family at his passing. He gave a lot to the city.

Councilmember Zak thanked Keren Kelley from the Senior Center for her report. He supports Homer Hockey and Kachemak Bay Research Reserve.

Councilmembers Lewis and Howard had no comments.

ADJOURNMENT

There being no further business to come before the Council, Mayor Wythe adjourned the meeting at 7:39 p.m. The next Regular Meeting is Monday, March 24, 2014 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, MMC, CITY CLERK

Approved: _____



City of Homer

www.cityofhomer-ak.gov

Office of the Mayor

491 East Pioneer Avenue
Homer, Alaska 99603

mayor@ci.homer.ak.us
(p) 907-235-3130
(f) 907-235-3143

Memorandum 14-044

TO: HOMER CITY COUNCIL
FROM: MARY E. WYTHE, MAYOR
DATE: MARCH 18, 2014
SUBJECT: REAPPOINTMENT OF MATT STROBEL AND PHIL GORDON TO THE LIBRARY
ADVISORY BOARD AND APPOINTMENT OF IAN PITZMAN TO THE VESSEL
HAUL-OUT TASK FORCE

Matt Strobel and Phil Gordon are reappointed to the Library Advisory Board with terms that expire April 1, 2017.

Ian Pitzman is appointed to the Vessel Haul-Out Task Force to replace Todd Hoppe who is unable to participate.

RECOMMENDATION:

Confirm the reappointment of Matt Strobel and Phil Gordon to the Library Advisory Board and Ian Pitzman to the Vessel Haul-Out Task Force.

Fiscal Note: N/A

Jo Johnson

From: Renee Krause
Sent: Tuesday, March 18, 2014 10:08 AM
To: Jo Johnson
Subject: FW: Reappointment to the LAB

Importance: High

From: phil gordon [<mailto:alaskafil@hotmail.com>]
Sent: Tuesday, March 18, 2014 10:06 AM
To: Renee Krause
Subject: RE: Reappointment to the LAB
Importance: High

Renee, Mayor Wythe and City Council
I'd like a reappointment to the LAB, please.
Thanks!
Phil

From: RKrause@ci.homer.ak.us
To: strobelt@gmail.com; alaskafil@hotmail.com
Subject: Reappointment to the LAB
Date: Tue, 18 Mar 2014 17:15:20 +0000

Gentlemen your term will expire on April first. If you intend to continue your awesome work on the LAB can I have a return email requesting your reappointment?

Thanks

Need this as soon as possible.

Sincerely,

Renee Krause
Deputy City Clerk I
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603
Ph. 907-235-8121 ext 2224
Fax 907-235-3143
rkrause@ci.homer.ak.us

*All Correspondence sent from this email address can possibly be available for public inspection.
Please note some correspondence is confidential in nature and if you have received this in error please contact the sender as soon as possible so we can correct the contact information we have on file.*

Jo Johnson

From: Renee Krause
Sent: Tuesday, March 18, 2014 9:25 AM
To: Jo Johnson
Subject: FW: Reappointment to the LAB

Here is Matt Strobel request to be reappointed.

From: Mat Strobel [<mailto:strobelx@gmail.com>]
Sent: Tuesday, March 18, 2014 9:24 AM
To: Renee Krause
Subject: Re: Reappointment to the LAB

Dear city council,
I request reappointment to the LAB; my term expires April 1.
Thank you,
Matt Strobel

On Mar 18, 2014 9:18 AM, "Renee Krause" <RKrause@ci.homer.ak.us> wrote:

Gentlemen your term will expire on April first. If you intend to continue your awesome work on the LAB can I have a return email requesting your reappointment?

Thanks

Need this as soon as possible.

Sincerely,

Renee Krause

Deputy City Clerk I

City of Homer

491 E. Pioneer Avenue

Homer, Alaska 99603

Ph. 907-235-8121 ext 2224

Fax 907-235-3143

rkrause@ci.homer.ak.us

All Correspondence sent from this email address can possibly be available for public inspection.

Please note some correspondence is confidential in nature and if you have received this in error please contact the sender as soon as possible so we can correct the contact information we have on file.

“The Secret of Change is to Focus All of Your Energy Not on Fighting the Old, But Building the New” -
Socrates



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

JAN 22 2014 PM 01:27

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

RECEIVED BY CLERK'S OFFICE

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

Name	lan Pitzman	Date	1/22/2014
Physical Address	4254 Svedlund Circle	City	Homer
Mailing Address	same as above	Zip Code	99603
Phone	235-0194	Work #	299-1159
		Cell #	299-1159
Email Address	ian@fortunesea.net		

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

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

Select	COMMISSION/COMMITTEE/BOARD.TASK FORCE	REGULAR MEETING SCHEDULE
<input type="checkbox"/>	ADVISORY PLANNING COMMISSION	1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 P.M. WORKSESSIONS AT 5:30 P.M.
<input type="checkbox"/>	ECONOMIC DEVELOPMENT ADVISORY COMMISSION	2ND TUESDAY OF THE MONTH AT 6:00 P.M.
<input type="checkbox"/>	LIBRARY ADVISORY BOARD	1ST TUESDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	PARKS & RECREATION ADVISORY COMMISSION	3RD THURSDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PORT & HARBOR ADVISORY COMMISSION	4TH WEDNESDAY - JANUARY TO APRIL & SEPTEMBER TO DECEMBER AT 5:00 P.M. 4TH WEDNESDAY - MAY - AUGUST AT 6:00 P.M.
<input type="checkbox"/>	PUBLIC ARTS COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:00 P.M.
<input type="checkbox"/>	TRANSPORTATION ADVISORY COMMITTEE	3RD TUESDAY OF THE MONTH AT 5:30 P.M.
<input type="checkbox"/>	PERMANENT FUND COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 5:15 P.M.
<input type="checkbox"/>	LEASE COMMITTEE	QUARTERLY - 2ND THURSDAY OF THE MONTH AT 3:00 P.M.
<input checked="" type="checkbox"/>	OTHER - PLEASE ENTER THE COMMITTEE/TASK FORCE	Large Vessel Haul Out Task Force

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

I am presently employed as:

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

-1600 ton USCG master
-20 years in the Bering Sea crab fisheries/ 15 years as vessel captain
-Manager of a fishing company that operates five 100ft class tendering and crabbing vessels that make use of the Homer Harbor

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

If so when and where?

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

I am interested in serving on the above because:

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

☒ Yes ☐ No

If yes, please list organizations:

Questions regarding the Homer Advisory Planning Commission:

Have you ever developed real property, other than your personal residence? ☐

If yes, briefly describe the development:

Questions regarding the Port & Harbor Advisory Commission:

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

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

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

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



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov
(p) 907-235-3130
(f) 907-235-3143

Memorandum 14-045

TO: MAYOR WYTHER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: MARCH 18, 2014

SUBJECT: LIQUOR LICENSE RENEWALS FOR STARVIN MARVIN'S, SAVE-U-MORE LIQUOR,
HOMER BREWING COMPANY, INC., AND RESTAURANT DESIGNATION FOR AJ'S
OLDTOWN STEAKHOUSE

We have been notified by the ABC Board of liquor license renewals and a restaurant designation permit within the City of Homer for the following:

Type: Restaurant/Eating Place – Public Convenience
Lic #: 3650
DBA Name: Starvin Marvin's
Premise Address: 1633 #7 Spit Road
Owner: Starvin Marvin's Inc.
Mailing Address: 1633 #7 Spit Road, Homer, AK 99603

Type: Package Store
Lic#: 4211
DBA Name: Save-U-More Liquor
Premise Address: 3611 Greatland Street
Owner: Castle Liquor, Inc.
Mailing Address: PO Box 58547, Seattle, WA 98138

Type: Brewery
Lic #: 4136
DBA Name: Homer Brewing Company, Inc.
Premise Address: 1411 Lake Shore Drive
Owner: Homer Brewing Company, Inc.
Mailing Address: 1411 Lake Shore Drive, Homer, AK 99603

Type: Restaurant Designation Permit
Lic #: 1252
DBA Name: AJ's Oldtown Steakhouse
Premise Address: 120 W. Bunnell Ave
Owner: APS Investments, LLC
Mailing Address: 135 W. Bunnell Ave.

RECOMMENDATION: Voice non objection and approval for the liquor license renewals and new liquor license application.

Fiscal Note: Revenues.



KENAI PENINSULA BOROUGH

144 North Binkley Street • Soldotna, Alaska 99669-7520

PHONE: (907) 714-2160 • FAX: (907) 714-2388

Toll-free within the Borough: 1-800-478-4441 Ext. 2160

Email: assemblyclerk@borough.kenai.ak.us

MAR 14 2014

JOHNI BLANKENSHIP, MMC
BOROUGH CLERK

March 13, 2014

Ms. Christine Lambert
Records & Licensing Supervisor
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501-1768

RE: Non-Objection of License Renewal

Business Name	:	Homer Brewing Company
License Type	:	Brewery
License Location	:	City of Homer
License No.	:	4136

Dear Ms. Lambert,

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

Should you have any questions, or need additional information, please do not hesitate to contact our office.

Sincerely,

Michele Turner
Deputy Borough Clerk

MLT/klr

cc: Applicant
City of Homer
KPB Finance Department
File



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Ms. Christine Lambert
Records & Licensing Supervisor
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501-1768

RE: Non-Objection of License Renewal

Business Name	:	Save-U-More Liquor #6
License Type	:	Package Store
License Location	:	City of Homer
License No.	:	4221

Dear Ms. Lambert,

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

Should you have any questions, or need additional information, please do not hesitate to contact our office.

Sincerely,

Michele Turner
Deputy Borough Clerk

MLT/klr

cc: Applicant
City of Homer
KPB Finance Department
File



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**JOHNI BLANKENSHIP, MMC
BOROUGH CLERK**

March 13, 2014

REVISED

Ms. Christine Lambert
Records & Licensing Supervisor
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501-1768

RE: Non-Objection of Restaurant Designation Permit

Business Name	:	AJ's Oldtown Steakhouse & Tavern
License Location	:	City of Homer
License No.	:	1252

Dear Ms. Lambert,

This serves to advise that the Finance Department has reviewed the above referenced application and has no objection to the issuance of the Restaurant Designation Permit.

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

Sincerely,

Michele Turner
Deputy Borough Clerk

MLT/klr

cc: Applicant
City of Homer
KPB Finance Department
File



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MAR 14 2014

**JOHNI BLANKENSHIP, MMC
BOROUGH CLERK**

March 13, 2014

Ms. Christine Lambert
Records & Licensing Supervisor
Alcoholic Beverage Control Board
2400 Viking Drive
Anchorage, AK 99501-1768

RE: Non-Objection of Restaurant Designation Permit

Business Name	:	AJ's Oldtown Steakhouse & Tavern
License Location	:	City of Homer
License No.	:	4118

Dear Ms. Lambert,

This serves to advise that the Finance Department has reviewed the above referenced application and has no objection to the issuance of the Restaurant Designation Permit.

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

Sincerely,

Michele Turner
Deputy Borough Clerk

MLT/klr

cc: Applicant
City of Homer
KPB Finance Department
File



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

MAR 14 2014 AM 10:59

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

MEMORANDUM

DATE: March 13, 2014

TO: Melissa Jacobsen, Deputy City Clerk

FROM: Mark Robl, Police Chief *MR*

SUBJECT: REQUEST FOR RESTAURANT DESIGNATION PERMIT FOR AJ'S OLDTOWN STEAKHOUSE

We do not object to the application for a Restaurant Designation Permit in the City of Homer for the following:

Type:	Restaurant Designation Permit
Lic #:	1252
DBA Name:	AJ's Oldtown Steakhouse
Premise Address:	120 W. Bunnell Ave
Owner:	APS Investments, LLC
Mailing Address:	135 W. Bunnell Ave, Homer, AK 99603



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MARK ROBL, POLICE CHIEF
FROM: MELISSA JACOBSEN, DEPUTY CITY CLERK
DATE: MARCH 13, 2014
SUBJECT: REQUEST FOR RESTAURANT DESIGNATION PERMIT FOR AJ'S OLDTOWN STEAKHOUSE

We have been notified by the ABC Board of an application for a Restaurant Designation Permit in the City of Homer for the following:

Type:	Restaurant Designation Permit
Lic #:	1252
DBA Name:	AJ's Oldtown Steakhouse
Premise Address:	120 W. Bunnell Ave
Owner:	APS Investments, LLC
Mailing Address:	135 W. Bunnell Ave.

This matter is scheduled for the March 24, 2014 City Council meeting. Please respond with objections/non-objections to these liquor license renewals by **Wednesday, March 19, 2014**.

Thank you for your assistance.

11279

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 3 AAC 304.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 20 for employment. If for employment, please state in detail, how the person will be employed, duties, etc.

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

BD#

- 1 ☒ Under 3 AAC 304.305 Bona fide restaurant/eating place.
2 ☒ Persons age 16 to 20 may dine unaccompanied.
3 ☒ Persons under 16 may dine accompanied by a person 21 years or older.
4 ☒ Persons between 16 and 20 years of age may be employed. *(See note below).

License Number 1252

LICENSEE: APS Investments LLC

D/B/A: AT'S Oldtown Steakhouse

ADDRESS: 120 W. Bunnell Ave Homer, AK 99603 mailing address 135 W. Bunnell

1. Hours of Operation: 4pm to 11pm Telephone # 907-235-9949

2. Have police ever been called to your premises by you or anyone else for any reason: ☐ Yes ☒ No
If yes, date(s) and explanation(s).

3. *Duties of employment: host, hostess, steward or dishwasher

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

5. Do you provide entertainment: ☒ Yes ☐ No If yes, describe. We provide dinner music; mainly piano, acoustic or balladeer style family dinner shows

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

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

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

I have read and am familiar with Title 4 of the Alaska statutes and its regulations.

[Signature]
Applicant signature

[Signature]
Local Governing Body Approval

Subscribed and sworn to before me this

17th day of Jan. 2014

Date: 3-14-14

[Signature]
Notary Public in and for Alaska

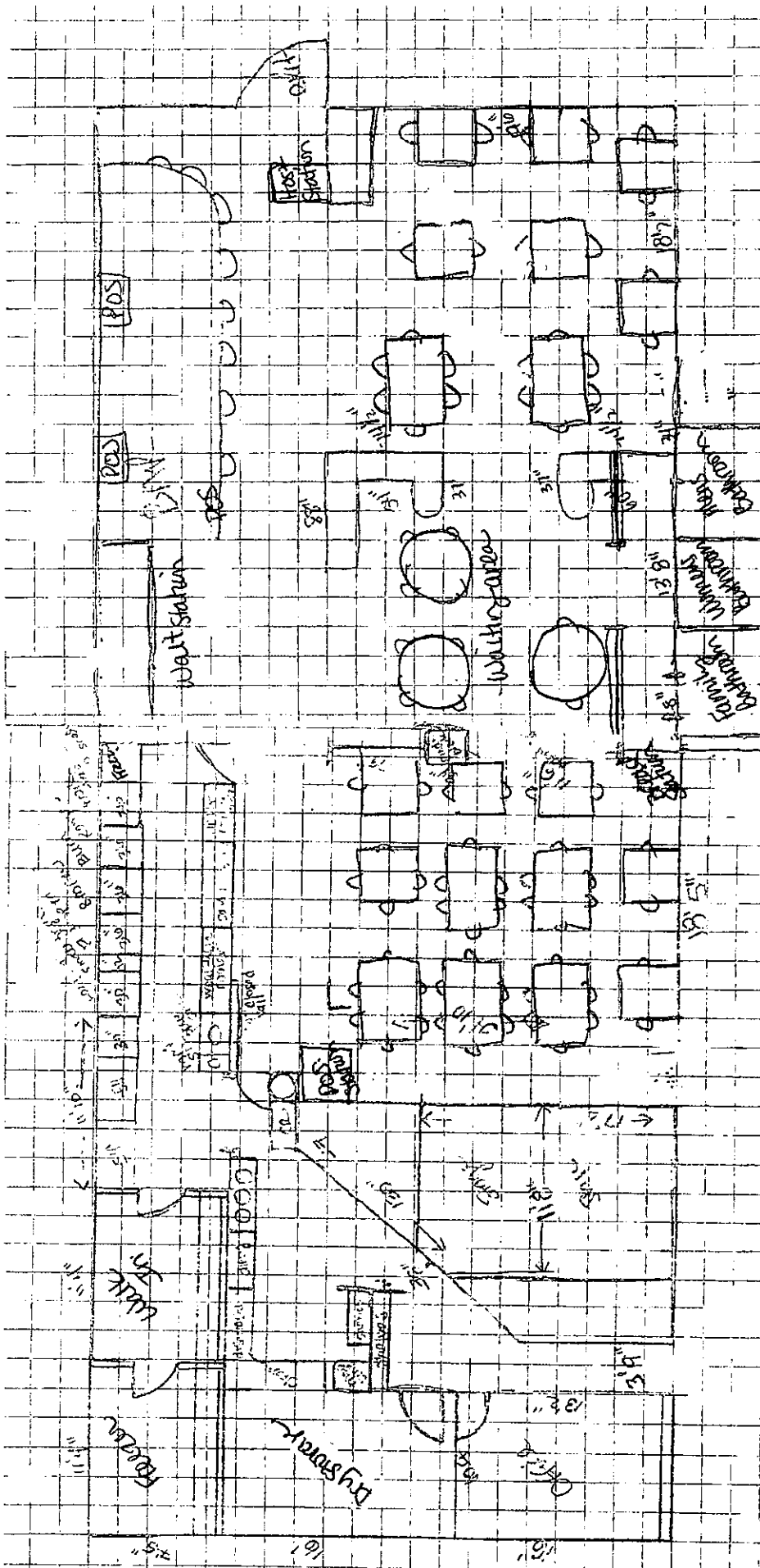
My Commission expires 2-14-17

Director, ABC Board

Notary Public
JULIETA HUNTSMAN
State of Alaska
My Commission Expires Feb. 14, 2017

*Employees 16 and 17 years of age require a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

** If more space is required to explain food service, entertainment, etc., please add on back or attach additional page(s).



AT's Oldtown Station
Adrienne Sawyer
209-8019

APPETIZERS

Calamari

Served on a bed of mixed greens 10

Hand Cut French Fries

Sliced fresh in house 5

Truffle Fries

Handcut fries tossed in truffle oil topped with parmesan 7

Bleu Cheese Potato Chips

Handcut potato chips topped with bleu cheese fondue sauce, chives & tomatoes 12

Sweet Potato Fries

Crinkle cut served with honey mustard 6

Onion Rings

Served with our own spicy dipping sauce 7

SMALL PLATES

Olivia Walli's Salmon Patties

Secret family recipe, a local favorite 14

Drunken Clams

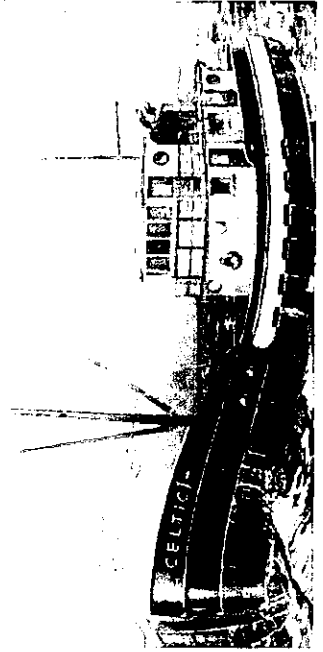
One pound of clams sautéed in garlic and white wine 16

King Crab

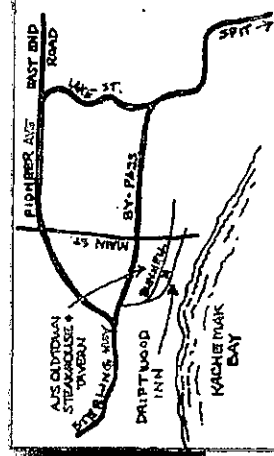
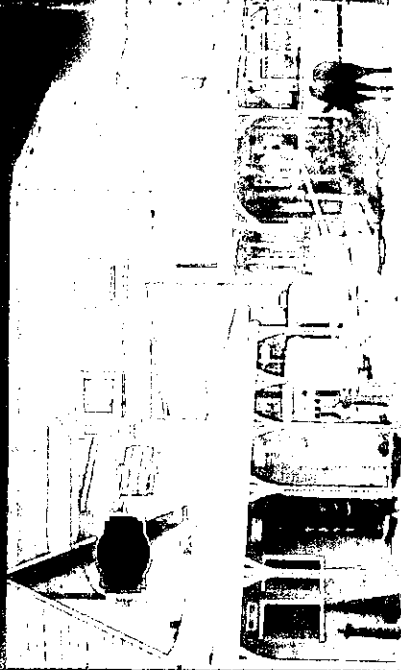
One pound Alaskan King Crab served with drawn butter 49

Steak Bites

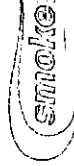
10 oz steak sautéed and served in bleu cheese sauce 16



★★★★★
*Through our doors pass
the nicest people in the
world ... Thank you for
dining with us!*



FAMILY
FRIENDLY



Like us on Facebook to see



120 W. Bunnell Avenue
Homer, Alaska 99603

907 235-9949

SOUPS

Lobster Bisque Cup 5 • Bowl 7

Ask your server for our chef's daily specialties

SALADS

Iceberg Wedge Salad

Crisp green wedge with bacon, tomatoes, and bleu cheese crumbles. topped with house made bleu cheese dressing 9

Cranberry Almond Salad

Mixed greens with cranberries and almonds, topped with bleu cheese crumbles and house made strawberry vinaigrette 9

Dinner Salad

Small green salad served with choice of dressing 5

Caesar Salad

Small Caesar Salad topped with parmesan 6

Grilled Chicken Caesar

Romaine tossed in Caesar Dressing topped with parmesan and a grilled chicken breast 16

Steak and Bleu Cheese Salad

Choice top sirloin on a bed of mixed greens with onions, roasted red peppers, assorted vegetables and bleu cheese crumbles. Served with house made balsamic vinaigrette 18

CHIP PLATES

Halibut Fish and Chips

Six ounces of local halibut breaded in panko and served with hand cut french fries & tartar sauce 18

Chicken and Chips

Chicken strips served with hand cut french fries and ranch dipping sauce 14

SANDWICHES

Sandwiches served with hand cut french fries

Chicken Sandwich

Six ounce chicken breast with chive mayonnaise 15

Famous Reuben

Corned beef stacked high on marbled rye with sauerkraut and house made thousand island dressing 14

Salmon Sliders

Ma Walli's Salmon Patties; Two Sliders, lettuce, tomato and herbed cream cheese 16

French Dip

Sliced prime rib on a toasted french bread with Swiss Cheese 14

Philly Cheesesteak

Served with grilled onions, mushrooms, and American Cheese 14

Signature Steak Sandwich

Top sirloin on garlic toasted french bread with bleu cheese, bacon, and chive mayonnaise 14

HAMBURGERS

All burgers are fresh ½ Lb patties served with hand cut fries; add bacon \$1

Bleu Cheese Burger 14

Mushroom Burger

Swiss Cheese, sautéed mushrooms, and crispy bacon 14

All American

Cheddar cheese, lettuce, tomato, and onion 12

Green Chili Burger

Green chilies and cream cheese 14

Jalapeno Burger

Pepper jack cheese and jalapenos 14

BBQ Burger

Cheddar cheese, bacon, onion rings & BBQ sauce 14

Veggie Burger

Boca burger with lettuce, tomato, onion 15

ENTREES

All entrees, excluding pastas, are served with our potato and vegetable of the day

Grilled Chicken Alfredo

Six ounce grilled chicken breast over fettuccini in a creamy alfredo sauce 18

Halibut Fillet

Pan seared six ounce halibut fillet 24

Sockeye Salmon

Pan seared six ounce salmon 22

Surf And Surf

Alaskan duo of salmon and halibut 40

Alaskan Scallops

Six ounces pan seared Alaskan Scallops 28

King Crab Dinner

One pound Alaskan King Crab with drawn butter and a garden salad 57

STEAKS

USDA Prime or Choice Beef cooked to temperature. Steaks include potato of the day and seasonal vegetables.

USDA Prime Rib Eye

Sixteen Ounce 32

USDA Choice Filet

Eight ounce filet 32

USDA Prime New York 28

Local McNeil Canyon Top Sirloin

Ten ounce top sirloin with peppercorn sauce 18

Friday & Saturday Prime Rib Specials

Steak N' Scallops

Ten ounce top sirloin and six ounces of Alaskan Scallops 32

Steak N' Shrimp

Ten ounce of top sirloin and 6 ounces of Shrimp \$32

Add Seafood 15

Six Ounce Halibut • Six Ounce Salmon

Six Ounce Scallops • Six Ounce Shrimp



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MARK ROBL, POLICE CHIEF
FROM: MELISSA JACOBSEN, DEPUTY CITY CLERK
DATE: MARCH 13, 2014
SUBJECT: REQUEST FOR RESTAURANT DESIGNATION PERMIT FOR AJ'S OLDTOWN STEAKHOUSE

We have been notified by the ABC Board of an application for a Restaurant Designation Permit in the City of Homer for the following:

Type:	Restaurant Designation Permit
Lic #:	1252
DBA Name:	AJ's Oldtown Steakhouse
Premise Address:	120 W. Bunnell Ave
Owner:	APS Investments, LLC
Mailing Address:	135 W. Bunnell Ave.

This matter is scheduled for the March 24, 2014 City Council meeting. Please respond with objections/non-objections to these liquor license renewals by **Wednesday, March 19, 2014**.

Thank you for your assistance.

11279

STATE OF ALASKA
ALCOHOLIC BEVERAGE CONTROL BOARD
APPLICATION FOR RESTAURANT DESIGNATION PERMIT - AS 04.16.049 & 3 AAC 304.715-794
FEE: \$50.00

The granting of this permit allows access of persons under 21 years of age to designated licensed premises for purposes of dining, and persons under the age of 20 for employment. If for employment, please state in detail, how the person will be employed, duties, etc.

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

BD#

- 1 ☒ Under 3 AAC 304.305 Bona fide restaurant/eating place.
2 ☒ Persons age 16 to 20 may dine unaccompanied.
3 ☒ Persons under 16 may dine accompanied by a person 21 years or older.
4 ☒ Persons between 16 and 20 years of age may be employed. *(See note below).

License Number 1252

LICENSEE: APS Investments LLC

D/B/A: AT's Oldtown Steakhouse

ADDRESS: 120 W. Bunnell Ave mailing address 135 W. Bunnell
Homer, AK 99603

1. Hours of Operation: 4pm to 11pm Telephone # 907-235-9949

2. Have police ever been called to your premises by you or anyone else for any reason: [] Yes ☒ No
If yes, date(s) and explanation(s).

3. * Duties of employment: host, hostess, steward or dishwasher

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

5. Do you provide entertainment: ☒ Yes [] No If yes, describe. We provide dinner music; mainly piano, acoustic or balladeer style family dinner shows

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

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

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

I have read and am familiar with Title 4 of the Alaska statutes and its regulations.

[Signature]
Applicant signature

Local Governing Body Approval

Subscribed and sworn to before me this

17th day of Jan. 2014

Date: _____

[Signature]
Notary Public in and for Alaska

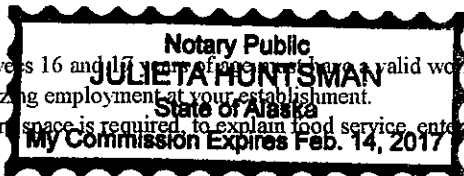
My Commission expires 2-14-17

Director, ABC Board

Date: _____

*Employees 16 and 17 years of age require a valid work permit and a letter maintained in your files from a parent or guardian authorizing employment at your establishment.

** If more space is required, to explain food service, entertainment, etc., please add on back or attach additional page(s).



APPETIZERS

Calamari

Served on a bed of mixed greens 10

Hand Cut French Fries

Sliced fresh in house 5

Truffle Fries

Handcut fries tossed in truffle oil topped with parmesan 7

Bleu Cheese Potato Chips

Handcut potato chips topped with bleu cheese fondue sauce, chives & tomatoes 12

Sweet Potato Fries

Crinkle cut served with honey mustard 6

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SMALL PLATES

Ma Walli's Salmon Patties

Secret family recipe, a local favorite 14

Drunken Clams

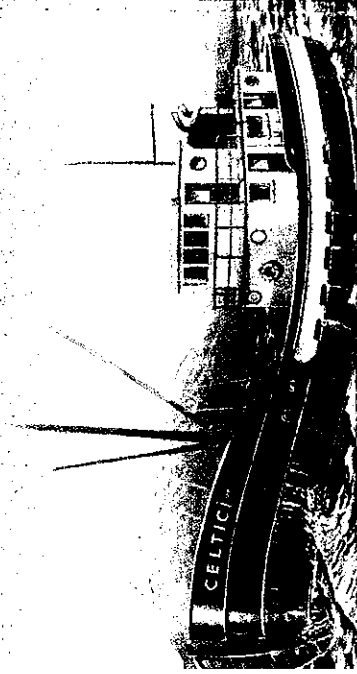
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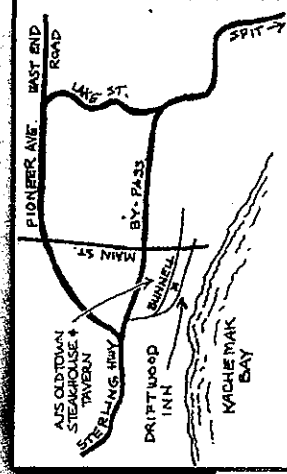
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★★★★★
*Through our doors pass
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FRIENDLY.

smokefree



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To-Go
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 Homer, Alaska 99603

907 235-9949

SOUPS

Lobster Bisque Cup 5 • Bowl 7

Ask your server for our chef's daily specialties

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Mixed greens with cranberries and almonds, topped with bleu cheese crumbles and house made strawberry vinaigrette 9

Dinner Salad

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Small Caesar Salad topped with parmesan 6

Grilled Chicken Caesar

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Steak and Bleu Cheese Salad

Choice top sirloin on a bed of mixed greens with onions, roasted red peppers, assorted vegetables and bleu cheese crumbles. Served with house made balsamic vinaigrette 18

CHIP PLATES

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Salmon Sliders

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French Dip

Sliced prime rib on a toasted french bread with Swiss Cheese 14

Philly Cheesesteak

Served with grilled onions, mushrooms, and American Cheese 14

Signature Steak Sandwich

Top sirloin on garlic toasted french bread with bleu cheese, bacon, and chive mayonnaise 14

HAMBURGERS

All burgers are fresh 1/2 Lb patties served with hand cut fries; add bacon \$1

Bleu Cheese Burger 14

Mushroom Burger

Swiss Cheese, sautéed mushrooms, and crispy bacon 14

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Green chilies and cream cheese 14

Jalapeno Burger

Pepper jack cheese and jalapenos 14

BBQ Burger

Cheddar cheese, bacon, onion rings & BBQ sauce 14

Veggie Burger

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Pan seared six ounce salmon 22

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Eight ounce filet 32

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Local McNeil Canyon Top Sirloin

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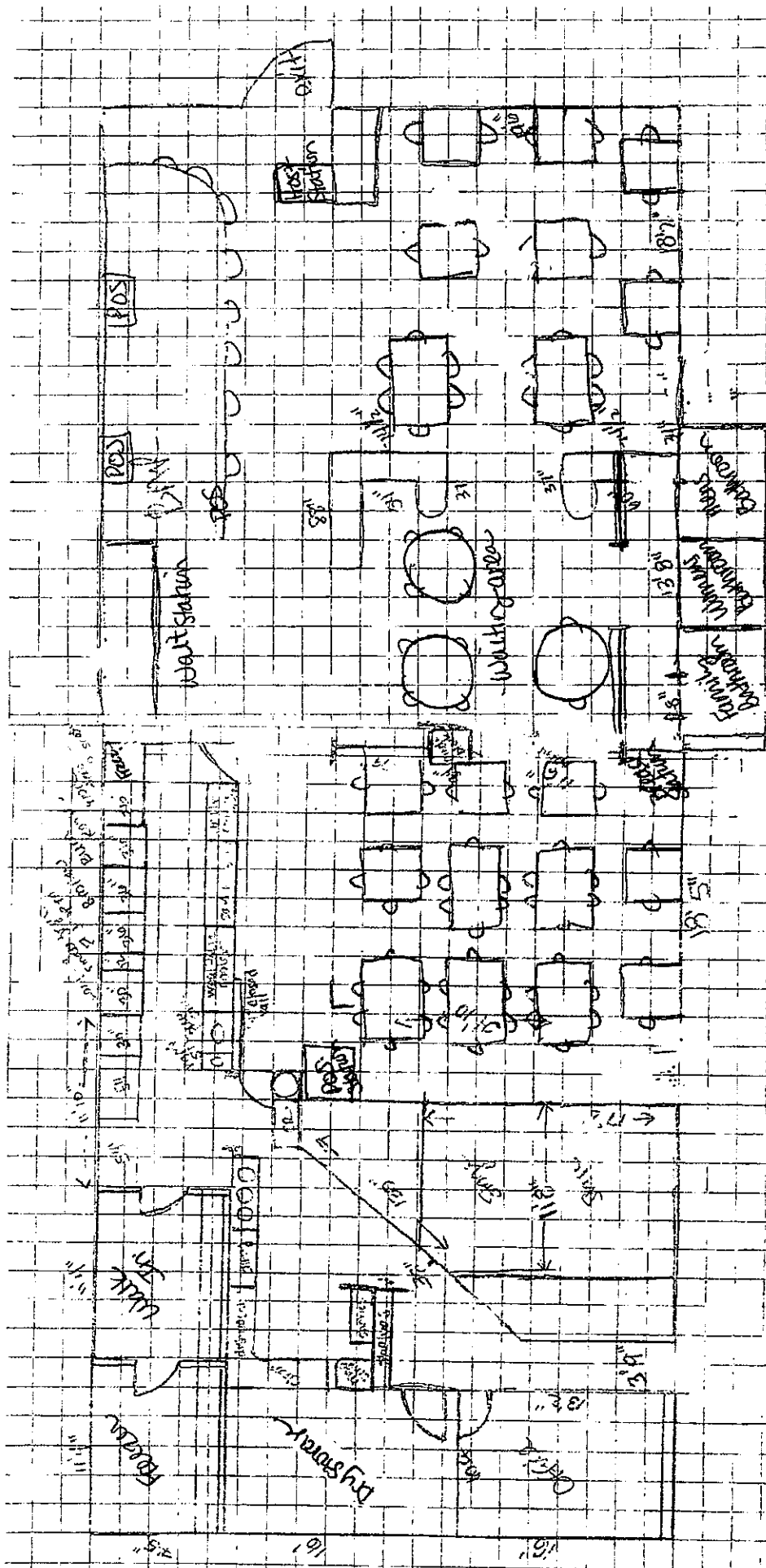
Steak N' Shrimp

Ten ounce of top sirloin and 6 ounces of Shrimp \$32

Add Seafood 15

Six Ounce Halibut • Six Ounce Salmon

Six Ounce Scallops • Six Ounce Shrimp



AT's Oldtown Seaside
Adrienne Sweeney
209-829



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

MEMORANDUM

DATE: March 12, 2014

TO: Melissa Jacobsen, Deputy City Clerk

FROM: Mark Robl, Police Chief

SUBJECT: LIQUOR LICENSE RENEWALS FOR SAVE U MORE LIQUOR, STARVIN MARVIN'S, HOMER BREWING COMPANY, INC.

The Homer Police Department has no objections to the following liquor license renewals:

Type: Restaurant/Eating Place – Public Convenience

Lic #: 3650
DBA Name: Starvin Marvin's
Premise Address: 1633 #7 Spit Road
Owner: Starvin Marvin's Inc.
Mailing Address: 1633 #7 Spit Road, Homer, AK 99603

Type: Package Store

Lic#: 4211
DBA Name: Save-U-More Liquor
Premise Address: 3611 Greatland Street
Owner: Castle Liquor, Inc.
Mailing Address: PO Box 58547, Seattle, WA 98138

Type: Brewery

Lic #: 4136
DBA Name: Homer Brewing Company, Inc.
Premise Address: 1411 Lake Shore Drive
Owner: Homer Brewing Company, Inc.
Mailing Address: 1411 Lake Shore Drive, Homer, AK 99603

emailed 3/11/14



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MARK ROBL, POLICE CHIEF

FROM: MELISSA JACOBSEN, DEPUTY CITY CLERK

DATE: MARCH 11, 2014

SUBJECT: REQUEST FOR LIQUOR LICENSE RENEWALS FOR SAVE U MORE LIQUOR, STARVIN MARVIN'S, HOMER BREWING COMPANY, INC.

We have been notified by the ABC Board of liquor license renewals in the City of Homer for the following:

Type: Package Store
Lic #: 4221
DBA Name: Save -U-More Liquor
Premise Address: 3611 Greatland
Owner: Castle Liquor, Inc.
Mailing Address: PO Box 58547, Seattle, WA 98138

Type: Restaurant Eating Place, Public Convenience
Lic #: 3650
DBA Name: Starvin Marvin's
Premise Address: 1663 #7 Spit Road
Owner: Starvin Marvin's Inc.
Mailing Address: 1663 #7 Spit Road, Homer, AK 99603

Type: Brewery
Lic #: 4136
DBA Name: Homer Brewing Company, Inc.
Premise Address: 1411 Lake Shore Drive
Owner: Homer Brewing Company, Inc.
Mailing Address: 1411 Lake Shore Drive, Homer, AK 99603

This matter is scheduled for the March 24, 2014 City Council meeting. Please respond with objections/non-objections to these liquor license renewals by **Wednesday, March 19, 2014.**

Thank you for your assistance.



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

March 10, 2014

Renewal Application Notice

City of Homer, Kenai, Seward, Kenai Peninsula Borough

Attn: City Clerks & Borough Clerk

VIA EMAIL: jjohnson@ci.homer.ak.us; smodigh@ci.kenai.ak.us;
clerk@cityofseward.net; jkinney@cityofseward.net; jblankenship@borough.kenai.ak.us;
kring@borough.kenai.ak.us; joanne@borough.kenai.ak.us ;

We have received a renewal application for the attached listed licenses within your jurisdiction. This is the notice as required under AS 04.11.520. Additional information concerning filing a "protest" by a local governing body under AS 04.11.480 is included in this letter.

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

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

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



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

March 10, 2014

RE: Liquor License Renewal Notice

Attn: Homer City Clerk Kenai City Clerk
Seward City Clerk
Kenai Peninsula Borough Clerk

HOMER

Type: Package Store
Lic #: 4221
DBA Name: Save-U-More Liquor #6
Premise Address: 3611 Greatland
Owner: Castle Liquor Inc.
Mailing Address: PO Box 58547, Seattle, WA 98138

Type: Restaurant Eating Place – Public Convenience
Lic #: 3650
DBA Name: Starvin' Marvin's
Premise Address: 1663 #7 Spit Road
Owner: Starvin Marvin's Inc.
Mailing Address: 1663 #7 Spit Road, Homer, AK 99603

KENAI

Type: Beverage Dispensary
Lic #: 204
DBA Name: George's Casino Bar
Premise Address: 815 Frontage Road
Owner: G & P Inc.
Mailing Address: PO Box 2917, Kenai, AK 99611

Type: Restaurant Eating Place
Lic #: 1774
DBA Name: Little Ski-Mo Drive In
Premise Address: 11504 Kenai Spur Hwy.
Owner: L & M Ventures Inc.
Mailing Address: 4088 Lupine Drive, Kenai, AK 99611

Type: Package Store
Lic #: 752
DBA Name: SAKTown Liquor
Premise Address: 11770 Seward Hwy., Ste. A
Owner: Wes J Sherrill
Mailing Address: PO Box 73, Moose Pass, AK 99631

Type: Package Store
Lic #: 2901
DBA Name: Save-U-More Liquor #2
Premise Address: 43531 Kalifornsky Beach Road
Owner: Castle Liquor Inc.
Mailing Address: PO Box 58547, Seattle, WA 98138

SEWARD

Type: Beverage Dispensary - Tourism
Lic #: 177
DBA Name: Breeze Inn
Premise Address: 1311 Fourth Ave.
Owner: Juris Mindenbergs
Mailing Address: PO Box 2147, Seward, AK 99664

If you have any questions or concerns regarding this information, please feel free to contact me.

Sincerely,

SHIRLEY A. COTÉ
Director

/s/Christine C. Lambert

Christine C. Lambert
Licensing & Records Supervisor
Christine.lambert@alaska.gov



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Commerce, Community,
and Economic Development

ALCOHOLIC BEVERAGE CONTROL BOARD

2400 Viking Drive
Anchorage, Alaska 99501
Main: 907.269.0350
TDD: 907.465.5437
Fax: 907.334.2285

March 11, 2014

RE: Liquor License Renewal Notice – Additions to Earlier Email

Attn: Homer City Clerk Kenai City Clerk
Kenai Peninsula Borough Clerk

HOMER

Type: Brewery
Lic #: 4136
DBA Name: Homer Brewing Company Inc.
Premises Address: 1411 Lake Shore Drive
Owner: Homer Brewing Company Inc.
Mailing Address: 1411 Lake Shore Drive, Homer, AK 99603

KENAI

Type: Beverage Dispensary - Tourism
Lic #: 4555
DBA Name: .406 Family Sports Café (Current DBA Main Street Tap & Grill)
Premises Address: 10800 Kenai Spur Hwy.
Owner: MITAK LLC (Current owner Pink Coyote Limited)
Mailing Address: 5200 W 94th Terr Ste. 206, Prairie Village, KS 66207
(Current mailing address: 10800 Kenai Spur Hwy., Kenai, AK 99611)

If you have any questions or concerns regarding this information, please feel free to contact me.

Sincerely,

SHIRLEY A. COTÉ
Director

/s/ *Christine C. Lambert*

Christine C. Lambert
Licensing & Records Supervisor
Christine.lambert@alaska.gov

ORDINANCE REFERENCE SHEET
2014 ORDINANCE
ORDINANCE 14-14

An Ordinance of the Homer City Council, Enacting HCC 2.80.100, Limitation Period, Establishing a Five-Year Time Limitation for Filing a Complaint of a Violation of the City Ethics Code.

Sponsor: City Clerk

1. City Council Regular Meeting March 24, 2014 Introduction
 - a. Memorandum 14-046 from City Clerk as backup

CITY OF HOMER
HOMER, ALASKA

City Clerk

ORDINANCE 14-14

AN ORDINANCE OF THE HOMER CITY COUNCIL, ENACTING
HCC 2.80.100, LIMITATION PERIOD, ESTABLISHING A FIVE-
YEAR TIME LIMITATION FOR FILING A COMPLAINT OF A
VIOLATION OF THE CITY ETHICS CODE.

WHEREAS, The City Ethics Code in HCC Chapter 1.18 establishes important standards
for official conduct in City government; and

WHEREAS, While investigation and action on complaints of violations of the City Ethics
Code serve important public purposes, they demand significant time and resources of the
Board of Ethics and City staff; and

WHEREAS, The benefits of enforcing the City Ethics Code generally decline as an
alleged violation becomes more remote in time; and

WHEREAS, The enforcement of state statutes prohibiting unethical conduct by public
officials typically is subject to a five-year limitation period.

NOW, THEREFORE, THE CITY OF HOMER HEREBY ORDAINS:

Section 1. HCC 2.80.100, Limitation period, is enacted to read as follows:

2.80.100 Limitation period. Notwithstanding any other provision of this chapter or HCC
Chapter 1.18, the Board only may investigate or otherwise act upon a complaint of a potential
violation of HCC Chapter 1.18 that is received by the City Clerk's office within five years after
the date of the alleged violation.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this ____ day
of April, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Walt Wrede, City Manager

Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 14-046

TO: MAYOR WYTHE AND CITY COUNCIL
FROM: JO JOHNSON, MMC, CITY CLERK
DATE: MARCH 17, 2014
SUBJECT: ENACTING A TIME LIMIT FOR ETHICS CODE COMPLAINTS

Upon review of the Board of Ethics provisions I discovered there was no time limit for filing a complaint of a violation of the City's Ethics Code. The current code leaves a retired city official or city manager in a perpetual state of uncertainty. The more time that passes after an individual held office diminishes the benefit of enforcing the ethics code.

The State of Alaska has a five-year limitation from the date of the potential violation to file a complaint of a violation of the Ethics Code. It is recommended the City of Homer enact a time limit for filing an ethics complaint that is consistent with the State's provision.

RECOMMENDATION:

Adopt Ordinance 14-14 to set a time limit for filing a complaint of a violation of the Ethics Code.

ORDINANCE REFERENCE SHEET
2014 ORDINANCE
ORDINANCE 14-15

An Ordinance of the Homer City Council, Repealing HCC 4.45.010, Election Recount, and Enacting HCC Chapter 4.45, Election Recount; Regarding the Procedure for Recounts in City Elections.

Sponsor: City Clerk

1. City Council Regular Meeting March 24, 2014 Introduction
 - a. Memorandum 14-047 from City Clerk as backup

CITY OF HOMER
HOMER, ALASKA

City Clerk

ORDINANCE 14-15

AN ORDINANCE OF THE HOMER CITY COUNCIL, REPEALING
HCC 4.45.010, ELECTION RECOUNT, AND ENACTING HCC
CHAPTER 4.45, ELECTION RECOUNT; REGARDING THE
PROCEDURE FOR RECOUNTS IN CITY ELECTIONS.

THE CITY OF HOMER HEREBY ORDAINS:

Section 1. HCC 4.45.010, Election recount, is repealed.

Section 2. HCC Chapter 4.45, Election Recount, is enacted to read as follows:

Chapter 4.45
ELECTION RECOUNT

Sections:

4.45.010 Recount initiation.

4.45.020 Form of application.

4.45.030 Deposit.

4.45.040 Date of recount; Notice.

4.45.050 Procedure for recount.

4.45.060 Certification of recount result.

4.45.070 Return of deposit and apportionment of recount expenses.

4.45.080 Appeal.

4.45.010 Recount initiation. (a) A defeated candidate for an office may apply for a recount of the votes for that office, and 10 qualified voters may apply for a recount of the votes for any office or proposition. A recount application must be in writing and either filed with the Clerk before 5:00 p.m. on the day of the certification of the election results. The date and time of the Clerk's receipt of a recount application, and not the date of mailing or transmission, determines whether the application is timely.

(b) If more candidates than are to be elected to an office tie in having the highest number of votes for the office, or if there is a tie between votes in favor of and opposed to a proposition, the Clerk shall initiate a recount.

4.45.020 Form of application. (a) A recount application shall state in substance the basis of the belief that a mistake has been made and shall identify the particular office or proposition for which the recount is to be held, and shall state that the application is made by a defeated candidate for the office or by 10 qualified voters. The candidate or qualified voters

making the application shall designate by full name and mailing address two persons who shall represent the applicant during the recount. Any person may be named representative, including the candidate or any person signing the application. An application by 10 qualified voters shall also designate one applicant as their point of contact. The application shall include each applicant's signature, and printed full name and mailing address.

4.45.030 Deposit. (a) Unless exempted by (b) of this section, the application shall include a deposit in cash or by cashier's check in the amount of \$250.

(b) No deposit is required and the City shall bear the cost of the recount if:

(1) The recount applicant is a defeated candidate and the difference between the number of votes cast for the defeated candidate and any elected candidate was 20 or less; or

(2) The recount applicants are 10 qualified voters, and the recount is of votes for either an office where the difference between the number of votes cast for an elected candidate and a defeated candidate was 20 or less, or a proposition where the difference between the number of votes cast in favor of and in opposition to the proposition was 20 or less.

4.45.040 Date of recount; Notice. If the Clerk determines that a recount application is substantially in the required form, the Clerk shall fix the date for the recount, which shall be within seven calendar days after the receipt of the recount application. The Clerk shall give each recount applicant and any directly interested candidate or proposition sponsor notice of the time and place of the recount by certified mail, electronic mail, or telephone.

4.45.050 Procedure for recount. (a) The canvass board shall perform the recount. In conducting the recount, the canvass board shall review all ballots to determine which ballots or parts of ballots were properly marked, and which ballots are to be counted in the recount, and shall check the accuracy of the original count and all documentation provided by the election officials. The canvass board shall check the number of ballots and questioned ballots cast against the registers and shall check early and absentee ballots voted against the number of early and absentee ballots that were distributed. The rules incorporated in HCC 4.25.090 shall be followed in counting hand-marked ballots in the recount.

(b) The ballots and other election materials shall remain in the custody of the Clerk during the recount and the highest degree of care shall be exercised to protect the ballots against alteration, mutilation or loss. The recount shall be completed within 10 calendar days.

4.45.060 Certification of recount result. Upon completing the recount, the canvass board shall provide a report of the results of the recount for submission to the Council, and the Council shall issue a certificate of the election.

4.45.070 Return of deposit and apportionment of recount expenses. (a) If the recount results in certification of election of a different candidate for an office or a different outcome of approval or rejection of a proposition than originally was certified, the entire deposit shall be refunded to the recount applicant.

(b) If the requirements in (a) of this section for a total deposit refund are not met, the Clerk shall refund any excess of the deposit over the cost of the recount. If the cost of the recount exceeds the amount of the deposit, the City may recover the excess from any recount applicant, each of whom shall be individually liable for the amount of the excess. The cost of the recount includes the compensation that the city pays to election officials and city staff for working on the recount.

4.45.080 Appeal. A candidate, proposition sponsor or recount applicant who is aggrieved by the result of a recount or decision not to grant a recount may appeal the recount result or decision not to grant the recount to the Superior Court. The appeal shall be filed within 10 calendar days of final Council action certifying the election. If an appeal is not commenced within the 10-day period, the election and the election result is conclusive and valid.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this ____ day of April, 2014.

CITY OF HOMER

MARY E. WYTHER, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

133 Reviewed and approved as to form:

134

135

136

137 _____
Walt Wrede, City Manager

138

139 Date: _____

Thomas F. Klinkner, City Attorney

Date: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 14-047

TO: MAYOR WYTHE AND CITY COUNCIL
FROM: JO JOHNSON, MMC, CITY CLERK
DATE: MARCH 18, 2014
SUBJECT: AMENDMENT TO ELECTION RECOUNT PROCEDURE

Following the October 2013 election a defeated candidate requested a recount of the votes. The process for the recount last year was vague in that it followed the Alaska Statutes for State elections. Homer City Code Chapter 4.45 Election Recount simply states:

4.45.010 Election recount.

A recount of an election may be called and, if called, shall be conducted in substantially the same manner as provided for State elections in the Alaska Statutes, including the requirement of a deposit. The City Clerk shall oversee the recount.

This resulted in an inordinate amount of confusion and attorney assistance for a straight-forward procedure that can be outlined within the City's code.

RECOMMENDATION:

Adopt Ordinance 14-15 to define the City's election recount procedure.

ORDINANCE REFERENCE SHEET
2014 ORDINANCE
ORDINANCE 14-16

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2014 Operating Budget by Appropriating \$31,000 From the General Fund-Fund Balance for Marketing and Showcasing Homer as a Great Place to Live, Work, and Play in the Next Edition of the *Alaska: North to the Future Volume V* Book.

Sponsor: Mayor/Council

1. City Council Regular Meeting March 24, 2014 Introduction

CITY OF HOMER
HOMER, ALASKA

Mayor/Council

ORDINANCE 14-16

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY 2014 OPERATING BUDGET BY
APPROPRIATING \$31,000 FROM THE GENERAL FUND-FUND
BALANCE FOR MARKETING AND SHOWCASING HOMER AS A
GREAT PLACE TO LIVE, WORK, AND PLAY IN THE NEXT
EDITION OF THE *ALASKA:NORTH TO THE FUTURE, VOLUME V*
BOOK.

WHEREAS, Mayor Wythe received a letter dated February 19, 2014 signed by Senate
President Charlie Huggins and House Speaker Mike Chenault inviting the City to participate in
and benefit from the next publication of the *Alaska: North to the Future, Volume V* publication;
and

WHEREAS, Both the Mayor and the City Manager had conversations with the Executive
Vice President of Wyndham Publications, the publisher that has worked with the Legislature
on all previous volumes in order to gather additional information; and

WHEREAS, The Alaska Legislature is the sponsoring entity and fully supports the North
to the Future project series; and

WHEREAS, This publication is distributed to members of the U.S. Senate and House
and is provided by State officials to delegates when on domestic and international travel; and

WHEREAS, Previous editions featured multiple municipalities in Alaska on four pages
each and this volume will feature only one municipality and devote a full eight pages to it; and

WHEREAS, The Mayor and City Manager have considered the information provided
and viewed prior volumes of the publication and have concluded that this is an excellent, cost
effective way to showcase Homer as a great place to live, work, and play and that the book will
reach a much wider audience than the City has previously attempted; and

WHEREAS, The City Council discussed this concept at its meeting on March 10, 2013 and there was general agreement to move ahead with the project and introduce an appropriation ordinance.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2014 Operating Budget by appropriating \$31,000 from the General Fund, Fund Balance for showcasing Homer as a great place to live, work, and play in the next edition of the *Alaska: North to the Future Volume V* publication as follows:

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
100-0100	Marketing- Alaska: North to the Future Volume V	\$31,000

Section 2. The City Administration is encouraged to seek contributions and matching funds for the project from other economic development and marketing entities within the City.

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

ENACTED BY THE CITY COUNCIL OF THE CITY OF HOMER, ALASKA, this ____ day of April, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

77 AYES:
78 NOES:
79 ABSTAIN:
80 ABSENT:

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84 First Reading:
85 Public Reading:
86 Second Reading:
87 Effective Date:

88
89

90 Reviewed and approved as to form:

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92

93

94 _____
Walt Wrede, City Manager

95

96 Date: _____

97

98

Thomas F. Klinkner, City Attorney

Date: _____

CITY OF HOMER
HOMER, ALASKA

City Manager/Planning

RESOLUTION 14-039

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE HOMER ADVISORY PLANNING COMMISSION
BYLAWS "QUORUM; VOTING" TO PERMIT FOUR INSTEAD OF
FIVE MEMBERS TO APPROVE A CONDITIONAL USE PERMIT OR
A VARIANCE.

WHEREAS, The Homer Advisory Planning Commission is made up of appointed
members who despite their best efforts cannot attend every commission meeting; and

WHEREAS, Requiring a supermajority of the commission's membership to approve a
conditional use permit or a variance impedes with their ability to conduct hearings and issue
decisions on a timely basis; and

WHEREAS, By expanding the Commission's authority to approve a conditional use
permit or a variance with four members instead of five members is in the City's best interest to
conduct business timely; and

WHEREAS, These amendments were reviewed and discussed by the Homer Advisory
Planning Commission at their November 6, 2013 and January 2, 2014 meetings and received
unanimous support from the commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
amends the Homer Advisory Planning Commission Bylaws "Quorum; Voting" to permit four
instead of five members to approve a conditional use permit or a variance.

PASSED AND ADOPTED by the Homer City Council on this 24th day of March, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

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491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 14-051

TO: MAYOR AND CITY COUNCIL
FROM: JO JOHNSON, MMC, CITY CLERK
DATE: MARCH 17, 2014
SUBJECT: AMENDMENT TO PLANNING COMMISSION BYLAWS TO REDUCE THE VOTES REQUIRED FOR A CONDITIONAL USE PERMIT AND VARIANCE

At the February 24, 2014 council meeting the City Council adopted Ordinance 14-08 to amend Homer City Code 21.71.050(d), "Commission Hearing and Procedures", to permit four instead of five members of the Homer Advisory Planning Commission to approve a conditional use under the Homer City Code.

At the same meeting Resolution 14-029 to amend the Homer Advisory Planning Commission Bylaws "Quorum; Voting" to permit four instead of five members to approve a conditional use permit or a variance failed for lack of a motion. Resolution 14-029 also contained an amendment to "Vacancies" to change the number of successive unexcused absences that make a commission member subject to removal from two to three.

It was clearly the Council's intent to amend the required quorum voting from five members to four on a conditional use permit or a variance. I believe Resolution 14-029 failed because it also included the number of unexcused absences for removal of a commissioner.

Because city code was amended to permit four instead of five members of the commission approve a conditional use, the amendment is needed in the Planning Commission Bylaws too.

RECOMMENDATION:

Adopt Resolution 14-039 to amend the Advisory Planning Commission Bylaws consistent with the provision in Homer City Code to permit four instead of five members of the commission approve a conditional use permit.

HOMER ADVISORY PLANNING COMMISSION BYLAWS

The Homer Advisory Planning Commission is established with those powers and duties as set forth in Title 1, Section 76, of the Homer City Code. The Commission is established to maximize local involvement in planning and to implement and recommend modifications to the Homer Zoning Ordinance, Title 21, and Subdivisions, Title 22. The Commission's jurisdiction is limited to the area within the City boundaries and that area designated as the Homer Bridge Creek Watershed Protection District.

The Homer Advisory Planning Commission ("Commission") consists of seven members; no more than one may be from outside the city limits. Members will be appointed by the Mayor subject to confirmation by the City Council for three-year terms (except to complete terms). The powers and duties of the Commission are described in HCC 1.76.030.

- A. To abide by existing Alaska State law, Borough Code of Ordinances, where applicable, and Homer City Code pertaining to planning and zoning functions;
- B. To abide by Robert's Rules of Order, so far as this treatise is consistent with Homer City Code;
- C. Regular Meetings:

All Commission members should be physically present at the designated time and location within the City for the meeting. Teleconferencing is not permitted.

- 1. First and third Wednesday of each month at 6:30 p.m.
- 2. Agenda deadline is two weeks prior to the meeting date at 5:00 p.m. Agenda items requiring public hearing must be received three weeks prior to the Commission hearing. However, conditional use applications may be scheduled for public hearing in accordance with HCC 21.94. Preliminary plats must be submitted the Friday two weeks before the Commission meeting.
- 3. Items will be added to the agenda upon request of staff, the Commission or a Commissioner.
- 4. Public notice of a regular meeting shall be made as provided in HCC Chapter 1.14
- 5. Meetings will adjourn promptly at 9:30 p.m. An extension is allowed by vote of the Commission.
Procedure: The Chair will entertain a motion to extend the meeting until a specific time. After the motion has been seconded, the Commission will vote. A yes vote will extend the meeting until the specified time. A no vote will require that the Chair conclude business at or before 9:30 pm

and immediately proceed to comments of the audience, the Commission and adjournment.

D. Special Meetings:

All Commission members should be physically present at the designated time and location within the City for the meeting. Teleconferencing is not permitted.

1. Called by Chair or majority of the Commission.
2. Require reasonable notification be given to the Planning Department staff and twenty-four hour notice to Commissioners.
3. Public notice of a special meeting shall be made as provided in HCC Chapter 1.14

E. Duties and Powers of the Officers:

A Chair and Vice-Chair shall be selected annually in August or as soon thereafter as practicable by the appointive members. The Chair shall preside at all meetings of the Commission, call special meetings in accordance with the bylaws, sign documents of the Commission, see that all actions and notices are properly taken, and summarize the findings of the Commission for the official record. The Vice-Chair shall perform all duties and be subject to all responsibilities of the Chair in his/her absence, disability or disqualification of office. The Vice-Chair will succeed the Chair if he/she vacates the office before the term is completed to complete the un-expired term. A new Vice-Chair shall be elected at the next regular meeting.

F. Committees

1. The Chair shall appoint committees for such specific purposes as the business of the Commission may require. Committee appointments will be confirmed by the Commission. Committee membership shall include at least two Commissioners. Other Committee members may be appointed from the public.
2. One Committee member shall be appointed Chair and be responsible for creating an agenda and notifying the City Clerk of meetings so they may be advertised in accordance with Alaska State Law and Homer City Code.
3. One Committee member shall be responsible for furnishing summary notes of all Committee meetings to the City Clerk.
4. Committees shall meet in accordance with Commission bylaws and Robert's Rules.
5. All committees shall make a progress report at each Commission meeting.

6. No committee shall have other than advisory powers.
7. Per Robert's Rules, upon giving a final report, the Committee is disbanded.

G. Motions to Reconsider:

Notice of reconsideration shall be given to the Chair or Vice-Chair, if the Chair is unavailable, within forty-eight hours from the time the original action was taken. A member of the Commission who voted on the prevailing side on any issue may move to reconsider the commission's action at the same meeting or at the next meeting of the body provided the above 48-hour notice has been given. Consideration is only for the original motion to which it applies. If the issue involves an applicant, staff shall notify the applicant of the reconsideration.

H. Conflict of Interest:

A member of the Commission shall disqualify himself/herself from participating in any official action in which he/she has a substantial financial interest per HCC 1.12. The member shall disclose any financial interest in the topic before debating or voting. The member cannot participate in the debate or vote on the matter, unless the Commission has determined the financial interest is not substantial.

Following the Chair's announcement of the agenda item, the Commissioner should state that he has a conflict of interest. Once stated, the member should distance himself/herself from all motions. The Commission must move and vote on whether or not there is a conflict of interest. At this time, a motion shall be made by another Commissioner restating the disclosed conflict. Once the motion is on the floor the Commissioner can disclose his/her financial interest in the matter and the Commission may discuss the conflict of interest. A vote will then be taken. An affirmative vote excuses the Commissioner and he/she takes a seat in the audience or remains nearby. Upon completion of the agenda item, the Commissioner will be called back to join the meeting.

I. Situation of personal interest

A situation of personal interest may arise. For example, a Commissioner may live in the subject subdivision or may be a neighboring property owner. If the Commissioner feels that by participating in the discussion he/she may taint the decision of the Commission, or be unable to make an unbiased decision, the Commissioner should state his/her personal interest. The same procedure as above should be followed to determine the conflict.

J. Ex parte Communications

Ex parte contacts are not permitted in quasi-judicial actions. Ex parte communications can result in a violation of procedural due process. If a Commissioner finds him/herself about to be involved in ex parte contact the Commissioner should recommend that the citizen submit their comments in writing to the Commission or testify on record. If a Commissioner has been involved in an ex parte contact, the contact and its substance should be disclosed at the beginning of the hearing. The Commissioner should state whether or not s/he thinks s/he can make an unbiased decision.

K. Quorum; Voting:

Four Commission members shall constitute a quorum. Four affirmative votes are required for the passage of ~~an ordinance, resolution or a motion. Conditional use permits and zoning variances require a majority plus one vote.~~ Voting will be by verbal vote, the order to be rotated. The final vote on each resolution or motion is a recorded roll call vote or may be done in accordance with J. Consensus. For purposes of notification to parties of interest in a matter brought before the Commission, the Chair may enter for the record the vote and basis for determination.

The City Manager, or his/her designee and Public Works Director shall serve as consulting members of the Commission but shall have no vote.

L. Findings:

Findings will be recorded for conditional use permits, variances, acceptance of nonconforming status and zoning ordinance amendments. The findings will include the result of the vote on the item and the basis of determination of the vote, as summarized by the Chair or Vice-Chair, in the absence of the Chair.

M. Consensus:

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

N. Abstentions:

All Commission members present shall vote unless the Commission, for special reasons, permits a member to abstain. A motion to excuse a member from

voting shall be made prior to the call for the question. A member of the Commission requesting to be excused from voting may make a brief oral statement of the reasons for the request and the question of granting permission to abstain shall be taken without further debate. An affirmative vote of the Commission excuses the Commissioner. A member may not explain a vote or discuss the question while the roll call vote is being taken. A member may not change his/her vote thereafter.

O. Vacancies:

A Commission appointment is vacated under the following conditions and upon the declaration of vacancy by the Commission. The Commission shall declare a vacancy when the person appointed:

1. Fails to qualify;
2. Fails to take office within thirty days after his/her appointment;
3. Resigns and the resignation is accepted;
4. Is physically or mentally unable to perform the duties of his/her office;
5. Misses three consecutive or six regular meetings in a calendar year; or
6. Is convicted of a felony or of an offense involving a violation of his/her oath of office.

P. Procedure for Consideration of Agenda Items:

The following procedure will normally be observed:

1. Staff presents report and makes recommendation;
2. If the agenda item involves an applicant s/he may make a presentation;
3. Commission may ask questions of the applicant and staff.

Q. Procedure for Consideration of Public Hearing Items:

1. Staff presents report and makes recommendation;
2. Applicant makes presentation;
3. Public hearing is opened;
4. Public testimony is heard on item (presentation of supporting/opposing evidence by public – Commission may ask questions of public);
5. Public hearing is closed;
6. Rebuttal of evidence by staff (if any);
7. Rebuttal of evidence by applicant (if any);
8. Commission may ask questions of the applicant, and staff.
9. The Commission will move/second to accept the staff report, with or without staff recommendations. The Commission will discuss the item, may ask questions of staff, and make amendments to the

recommendations of staff. Amendments may be made by motion/second.

10. The Commission may continue the topic to a future meeting. Once the public hearing is closed no new testimony or information will be accepted from the public. The Commission may ask questions of the applicant and staff.

R. Procedure for Consideration of Preliminary Plats :

The following procedure will normally be observed:

1. Staff presents report and makes recommendations;
2. Applicant makes presentation;
3. Public comment is heard on the item;
4. Applicant may make a response;
5. Commission may ask questions of applicant, public and staff.

S. The Commission shall act as a body:

A member of the Commission may not speak or act for the Commission without recommendation or direction given by the Commission. The Chair or Chair's designee shall serve as the official spokesperson of the Commission.

T. Bylaws Amended:

The bylaws may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at a subsequent Commission meeting. The bylaws will be endorsed by a resolution of the City Council.

U. Procedure Manual:

The policy and procedure manual will be endorsed by resolution of the City Council and may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. Proposed amendments to the procedure manual shall be introduced at one meeting and action shall be taken at a subsequent Commission meeting.

**REGULAR MEETING
AGENDA**

- 1. Call to Order**
- 2. Approval of Agenda**
- 3. Public Comment**
The public may speak to the Planning Commission regarding matters on the agenda that are not scheduled for public hearing or plat consideration. (3 minute time limit).
- 4. Reconsideration**
- 5. Adoption of Consent Agenda**
All items on the consent agenda are considered routine and non-controversial by the Planning Commission and are approved in one motion. There will be no separate discussion of these items unless requested by a Planning Commissioner or someone from the public, in which case the item will be moved to the regular agenda and considered in normal sequence.
- 6. Presentations**
- 7. Reports**
- 8. Public Hearings**
Testimony limited to 3 minutes per speaker. The Commission conducts Public Hearings by hearing a staff report, presentation by the applicant, hearing public testimony and then acting on the Public Hearing items. The Commission may question the public. Once the public hearing is closed the Commission cannot hear additional comments on the topic. The applicant is not held to the 3 minute time limit.
- 9. Plat Consideration**
- 10. Pending Business**
- 11. New Business**
- 12. Informational Materials**
- 13. Comments of the Audience**
Members of the audience may address the Commission on any subject. (3 minute time limit)
- 14. Comments of Staff**
- 15. Comments of the Commission**
- 16. Adjournment**
Meetings will adjourn promptly at 9:30 p.m. An extension is allowed by a vote of the Commission. Notice of the next regular or special meeting or work session will appear on the agenda following "adjournment."



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Staff Report 13-93

TO: Homer Advisory Planning Commission
FROM: Rick Abboud, City Planner
DATE: December 4, 2013 **postponed to Jan 2, 2014**
SUBJECT: Amending the HAPC Bylaws & Policies and Procedures

At the November 6, 2013 meeting, the Planning Commission directed staff to bring forth amendments to the HAPC Bylaws and Policies and Procedures Manual. The changes to the documents are listed below. Final action on these amendments will be at the January 2nd meeting. Amendments must be presented in writing at one meeting, and may be acted upon at the next meeting. This meeting is the first where the proposed amendments are provided in writing. A separate staff report will introduce an accompanying ordinance at the January 2nd meeting to provide needed code amendments to Title 21 and Title 1.

1. Remove the majority plus one vote needed for Conditional Use Permits and Variances.

a. From HAPC Bylaws, pg 4, Section K. Quorum; Voting:

"Four Commission members shall constitute a quorum. Four affirmative votes are required for the passage of a ~~an ordinance, resolution or motion. Conditional use permits and zoning variances require a majority plus one vote.~~ Voting will be by verbal vote, the order to be rotated. The final vote on each resolution or motion is a recorded roll call vote or may be done in accordance with J. Consensus. For purposes of notification to parties of interest in a matter brought before the Commission, the Chair may enter for the record the vote and basis for determination."

From the HAPC Policies and Procedures Manual:

b. Page 4 of 8, Conditional Use Permits, delete text stating "~~Approval of a conditional use permit requires five yes votes.~~"

c. Page 8 of 8, Variances, delete text stating "~~Approval of a variance requires five yes votes.~~"

2. Amend the number of times a Commissioner may miss meetings from three consecutive or six regular meetings in a calendar year; to three consecutive unexcused absences, with the Chair approving absences or six regular meetings in a calendar year.

a. From HAPC Bylaws, pg 5, Section O. Vacancies:

"A Commission appointment is vacated under the following conditions and upon the declaration of vacancy by the Commission. **The Chair shall determine excused absences.** The Commission shall declare a vacancy when the person appointed:

1. Fails to qualify;
2. Fails to take office within thirty days after his/her appointment;
3. Resigns and the resignation is accepted;
4. Is physically or mentally unable to perform the duties of his/her office;
5. Misses three consecutive **unexcused** or six regular meetings in a calendar year; or
6. Is convicted of a felony or of an offense involving a violation of his/her oath of office."

Requested action:

The HAPC review and move to amend the bylaws and policies and procedures manual.

Attachments:

1. Draft minutes excerpt from 11/6/2013 meeting
2. Draft Bylaws
3. Draft Policy and Procedures



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Memorandum PL 14-01

TO: Homer Advisory Planning Commission

THROUGH: Rick Abboud, City Planner

FROM: Julie Engebretsen, Planning Technician

DATE: December 20, 2014

SUBJECT: Draft Ordinance 14-XX Amending HCC 21.71.050(d) to allow a simple majority vote for approval of Conditional Use Permits

This memo contains the planning staff review of the zoning code amendment as required by HCC 21.95.040.

21.95.040 Planning Department review of code amendment. The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.

Discussion: Comprehensive Plan Chapter 4 Goal 3 Object A states: "Create a clear, coordinated regulatory framework that guides development." One of the implementation strategies states: "Provide a clear and predictable approval process for every development including organizing project review and permitting and providing appropriate staff review."

This proposed amendment will allow a decision on a conditional use permit at any meeting with a quorum of Homer Advisory Commission members. This will give applicants greater certainty as to when their application will be heard by the Commission, and a decision rendered.

Staff response: This amendment is consistent with the Comprehensive Plan.

b. Will be reasonable to implement and enforce.

Staff response: This code amendment will be reasonable to implement and enforce. The amendment relaxes a more stringent code requirement.

c. Will promote the present and future public health, safety and welfare.

Staff response: A vote of four Commissioners will still be required to approve a conditional use permit, thus protecting the present and future public health, safety and welfare.

d. Is consistent with the intent and wording of the other provisions of this title.

Staff response: This amendment is consistent with the intent and wording of other provisions of this title. Within Homer City Code, only Conditional Use Permits require a vote of a supermajority, or five Commissioners. All other business, such as variances, nonconforming reviews, conditional fence permits, public signs and Bridge Creek Watershed mitigation plans only require four affirmative votes for approval. The amendments have been reviewed by the City Attorney and are deemed consistent with the intent and wording of the other provision of this title.

21.95.010 Initiating a code amendment.

Staff response: The Planning Commission initiated the code amendment at the November 6th, 2013 Work Session, per 21.95.010(b).

21.95.030 Restriction on repeating failed amendment proposals.

Staff response: This section of code is found to be not applicable.



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STAFF REPORT PL 14-02

TO: Homer Advisory Planning Commission
THROUGH: Rick Abboud, City Planner
FROM: Julie Engebretsen, Planning Technician
MEETING: January 2, 2014
SUBJECT: Draft Ordinance 14-XX Amending HCC 21.71.050(d) to allow a simple majority vote for approval of Conditional Use Permits

Requested Action: Conduct a public hearing and forward a recommendation to the City Council.

GENERAL INFORMATION

Under Homer City Code 21.71.050(d), approval of a conditional use permit requires five affirmative votes by the Commission. The Commission consists of citizen volunteers with busy lives. Most of the time, there are five Commissioners at every meeting to hear and make decisions upon conditional use applications, but not always. Reducing the number of yes votes to four will allow the Commission to make a decision at any meeting for which there is a quorum. No other matter the Commission decides upon requires a supermajority.

STAFF COMMENTS/RECOMMENDATIONS:

Conduct a public hearing, consider testimony, and make a recommendation to the City Council.

ATTACHMENTS

1. Draft Ordinance 14-xx Amending HCC 21.71.050(d)
2. Memorandum PL 14-01 Staff Review

Plat Consideration

None

Pending Business

None

New Business

A. Staff Report PL 13-86 Review of Bylaws

Acting City Planner Engebretsen briefly reviewed the staff report and noted discussion during the worksession about the Commissioner absences as outlined in the bylaws, and also changing the voting requirements to a simple majority regarding CUP's and variances. She noted that staff doesn't have a recommendation at this time regarding the simple majority issue.

Commissioner Highland expressed interest in Commissioners being allowed to participate telephonically. She understands that it couldn't be done for the quasi-judicial actions of the meeting, but for the other parts it would be helpful when people are ill or travelling.

Acting City Planner Engebretsen noted that because of the actions the Commission addresses, it would significantly limit what the person on the phone could speak to. She also explained her experience has been that some people do well at participating telephonically but many don't.

SONNEBORN/HIGHLAND MOVED TO AMEND BYLAWS TO ENABLE A SIMPLE MAJORITY TO APPROVE A CONDITIONAL USE PERMIT OR VARIANCE.

Commissioner Slone noted that during the worksession they discussed and agreed that because staff clearly does a more than adequate job of reviewing criteria for CUP and variances to verify compliance with the ordinances. Generally very little discussion necessary by the Commissioners and four would be adequate from his perspective.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

HIGHLAND/SLONE MOVED TO ALLOW TELEPHONIC PARTICIPATION EXCEPT FOR PARTICIPATION ON ANY QUASI JUDICIAL MATTERS.

Commissioner Sonneborn commented she isn't sure they need that complication in their meetings. By addressing the voting, they won't have the problem of not enough Commissioners in the future. She thinks it is really important to be here in person. There are times when it is challenging to follow things when you're here in person, and being home with distractions she wouldn't trust that the group is getting full attention. It's only a couple times a month and people just need to plan to be here. If people are ill, their minds aren't up to it, so they should be home taking care of themselves. It is okay to miss a meeting sometimes.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
NOVEMBER 6, 2013

Chair Venuti agreed with Ms. Sonneborn, but said it would be nice to call in and listen. Deputy City Clerk Jacobsen noted that if a Commissioner is absent and would like to hear the discussion, they can request a copy of the recording from the City Clerk's office.

Commissioner Highland reiterated that it is another possibility for Commissioners to participate if they have already missed some meetings.

VOTE: YES: HIGHLAND, SLONE
NO: SONNEBORN, VENUTI

Motion failed.

SLONE/HIGHLAND MOVED TO AMEND CITY CODE 1.76.040 C ANY COMMISSIONER WHO SHALL HAVE ~~TWO~~ **THREE** SUCCESSIVE UNEXCUSED ABSENCES SHALL BE SUBJECT TO REMOVAL BY THE COMMISSION BY A MAJORITY VOTE OF THE MEMBERS PRESENT; BYLAWS SECTION 0.5, THREE CONSECUTIVE **UNEXCUSED** OR SIX REGULAR MEETINGS IN A CALENDAR YEAR; AND REFINES THE WORD UNEXCUSED TO DEFINE THAT UNEXCUSED REQUIRES APPROVAL BY THE CHAIR.

Commissioner Slone explained that it gives a little more flexibility for extenuating circumstances they might miss more than three meetings, but requires them to be accountable for their time if the situation arises.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Commissioner Slone also noted a section of the policy manual that needs clarification under item U. It states "The policy and procedure manual will be endorsed by resolution of the City Council and may be amended at any meeting of the Commission by a majority plus one of the members,". He suggested changing it to "The amended policy and procedure manual must subsequently be endorsed by a resolution of the City Council." Acting City Planner Engebretsen recognized it as a grammatical change that staff can take care of.

- B. Staff Report PL 13-87 Draft Ordinance 13-42 Amending the Definition of "Discontinued" in Homer City Code 21.61.015, Definitions, to Extend Time Required to Discontinue a Nonconforming Uses from 12 to 24 Months

Chair Venuti advised the Commission that he has a conflict of interest on this matter because he is involved with the Bayview Inn property.

There was discussion that with only 3 Commissioners in attendance to address the conflict it was recommended that this matter be postponed to the next meeting.

SLONE/SONNEBORN MOVED TO POSTPONE TO THE NEXT MEETING.

There was brief discussion.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
JANUARY 2, 2014

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Presentations

Reports

- A. Staff Report PL 14-01, City Planner's Report

City Planner Abboud reviewed his staff report.

Public Hearings

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

- A. Staff Report PL 14-02, Draft Ordinance 14-XX Amending HCC 21.71.050(d) to allow a simple majority vote for approval of Conditional Use Permits

City Planner Abboud reviewed the staff report.

Chair Venuti opened the public hearing and there were no public comments.

BOS/HIGHLAND MOVED THAT THE PLANNING COMMISSION APPROVES THE DRAFT ORDINANCE AMENDING HOMER CITY CODE TO ALLOW A SIMPLE MAJORITY VOTE FOR THE APPROVAL OF CONDITIONAL USE PERMITS AND RECOMMENDS ADOPTION BY CITY COUNCIL.

There were comments in support of the draft ordinance noting that this change will improve the way the commission does business for the public and that staff does an exemplary job of reviewing and providing information for their review.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- B. Staff Report PL 14-04, Draft Ordinance 14-XX Amending HCC 21.12.020 and 21.12.030 to allow one accessory dwelling unit as a permitted use on a lot served by city water and sewer

City Planner Abboud reviewed the staff report.

Chair Venuti opened the public hearing.

HOMER ADVISORY PLANNING COMMISSION
REGULAR MEETING MINUTES
JANUARY 2, 2014

Ken Castner, city resident, asked for clarification regarding the process for water and sewer hookups relating to the accessory dwellings. City Planner Abboud explained that the accessory dwelling would be hooked up to water and sewer as required by Public Works and as outlined in code.

BOS/HIGHLAND MOVED THAT THE PLANNING COMMISSION APPROVES THE DRAFT ORDINANCE AMENDING HOMER CITY CODE 21.12.020 AND 21.12.030 TO ALLOW AN ACCESSORY DWELLING UNIT AS A PERMITTED USE AND RECOMMENDS ADOPTION BY CITY COUNCIL.

Commissioner Slone commented that it brings up a good point whether the accessory dwelling will be put on a separate meter. It would be a significant consideration with respect to the income the city derives of the water and sewer system. It isn't a major consideration relating to this action, but is something to think about. Another point is that we are doing some infilling based on infrastructure and additional usage of water and sewer would be beneficial to the city.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Plat Consideration

A. Staff Report PL 14-05, Barnett's South Slope Subdivision Quiet Creek Park Preliminary Plat

City Planner Abboud reviewed the Commission's role in plat consideration and the staff report that includes the following recommendations:

- Planning Commission recommends approval of the preliminary plat, with the following comments:
 1. Increase the size of lot 2 to meet the dimensional size requirement of 10,000 square feet. Elimination or reduction in size of Park A to meet this requirement is acceptable.
 2. A development agreement is required.
 3. The shared driveways shall meet fire department access requirements.
 4. The developer shall clarify with Public Works prior to final platting which creeks shown on the plat have a drainage easement and the width of the easements.
 5. Continue the 15 foot utility easement around the bulb of Sophie Court
 6. Work with the City of Homer and the Kenai Peninsula Borough address officer on E911 compliant street names
 7. During the first phase of construction, build Nelson Ave and Ronda Street from East End Road all the way to the intersection with South Slope Drive, and that portion of South Slope Drive within the subdivision.
 8. Construct fire hydrants as part of the subdivision.
 9. Dedicate the area shown as Park "A" as future right of way providing access to the south of the subdivision.
 10. A fire department accessible shared driveway provides reasonable access to lot 8, and Tract A, AA Mattox Sub 1958 Addn, in lieu of a full right of way dedication to these lots.

Chair Venuti asked Commissioners who visited the site prior to the meeting to report to the Commission.

1 CITY OF HOMER
2 HOMER, ALASKA

3 Mayor/Council

4 RESOLUTION 14-040

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL DISBANDING
7 THE TRANSPORTATION ADVISORY COMMITTEE AND
8 ASSIGNING ROAD AND TRAIL STANDARDS TO THE HOMER
9 ADVISORY PLANNING COMMISSION.

10
11 WHEREAS, The first Road Standards Steering Committee was established in 1984 via
12 Resolution 84-81; and

13
14 WHEREAS, The steering committee was directed to meet for a six-month period to
15 prepare a recommendation to the Council for an ordinance revising the existing road standards
16 and establishing future road construction standards; and

17
18 WHEREAS, In 1987 the City Council adopted the Master Roads and Streets Plan and the
19 Design Criteria Manual for Streets and Storm Drainage via Ordinance 87-6(S); and

20
21 WHEREAS, In 2006 the City Council adopted Resolution 06-36(A), renaming the Road
22 Standards Committee to the Transportation Advisory Committee.

23
24 WHEREAS, In 2009 the City Council adopted Resolution 09-89(S), reducing the
25 monthly meetings of the Transportation Advisory Committee to quarterly meetings in an
26 effort to reduce staff costs; and

27
28 WHEREAS, The Transportation Advisory Committee has completed the scope of work
29 prescribed in Resolution 84-71 and further road and trail standards can be addressed by the
30 Advisory Planning Commission with the Parks and Recreation Advisory Commission making
31 recommendations relating to trail standards.

32
33 WHEREAS, Disbandment of the Transportation Advisory Committee will reduce
34 overlapping jurisdictions, increased bureaucracy, and staff costs.

35
36 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby disbands the
37 Transportation Advisory Committee and assigns road and trail standards to the Homer
38 Advisory Planning Commission.
39

PASSED AND ADOPTED BY THE HOMER CITY COUNCIL this 24th day of March, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



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Memorandum 14-057

TO: MAYOR WYTHER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: MARCH 18, 2014

SUBJECT: DISBANDMENT OF THE TRANSPORTATION ADVISORY COMMITTEE

The first Road Standards Steering Committee was established August 13, 1984 via Resolution 84-81 to meet for a six month period to prepare a recommendation to Council for an ordinance revising the existing road standards as necessary and requiring that all future road construction in the city meet the minimum standards. After that, Council reconvened the the Committee as needed to further review the road standards and make similar recommendations.

In 2006, Council adopted Resolution 06-36(A), renaming the Road Standards Committee to the Transportation Advisory Committee. It reconfigured the group to include five appointed members with term designations and expiration dates, and also established a set meeting schedule.

Over the years, most of the organizational items relating to city roads have been resolved through the Transportation Plan and Roads Design Standards.

In 2009, the adoption of Resolution 09-89(S) changed the Transportation Advisory Committee meetings from monthly to quarterly in an effort to reduce costs by decreasing the amount of staff time spent on preparation of materials for meetings on a monthly basis and overtime wages for meeting attendance after hours.

In a recent consideration of reducing advisory body impact to staff and budgeting, it was suggested this committee could be dissolved and the Advisory Planning Commission could address road and trail standards when needed and the Parks and Recreation Advisory Commission could make recommendations relating to trail standards as well.

Recommendation: Adopt Resolution 14-040 to disband the Transportation Advisory Committee.

CITY OF HOMER
HOMER, ALASKA

RESOLUTION 84-71

A RESOLUTION ESTABLISHING A ROAD STANDARDS
STEERING COMMITTEE, ADVISORY TO THE HOMER
CITY COUNCIL, AND PROVIDING FOR THE CONDITIONS
AND DURATION OF THAT COMMITTEE.

WHEREAS, the Homer City Council desires to review and revise where appropriate the current road standards in effect within the city limits; and,

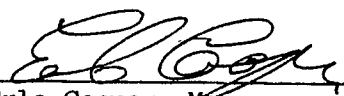
WHEREAS, the City of Homer is also desirous of establishing mandatory road standards for all future road construction projects;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Homer, Alaska that there is hereby established a road standards steering committee, advisory to the Homer City Council, subject to the following conditions:

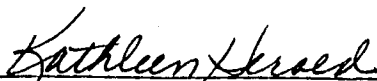
- 1) There shall be seven (7) members of the committee, representing contractors, developers, engineers, surveyors, the Homer Advisory Planning Commission and the general public. City staff shall be advisory only.
- 2) Appointment of the committee is by the Mayor and shall be confirmed by the Homer City Council.
- 3) The committee shall be delegated the authority to review and revise where appropriate existing road standards and select necessary professional services to perform the work outlined by the committee, subject to the approval of the Homer City Manager.
- 4) The duration of the committee shall be for a period of six (6) months and shall expire February 1, 1985. The committee is expected to present to the Council, in final form, a recommended ordinance revising the existing road standards as necessary and require that all future road construction in the City of Homer meet these minimum standards.

DATED at Homer, Alaska this 13th day of Aug., 1984.

CITY OF HOMER


Erle Cooper, Mayor

ATTEST:


Kathleen Herold, City Clerk

**CITY OF HOMER
HOMER, ALASKA**

ORDINANCE 87-6(s)

A ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF HOMER AMENDING TITLE 11, STREETS, SIDEWALKS, DRIVEWAY CONSTRUCTION, REPEALING AND REENACTING CHAPTER 11.04 STREET DESIGN AND CONSTRUCTION STANDARDS AND REPEALING AND REENACTING CHAPTER 11.20 CONSTRUCTION PROCEDURES WITHIN CITY RIGHTS-OF-WAY AND SUBDIVISIONS (STREETS AND UTILITY MAINS), OF THE HOMER MUNICIPAL CODE.

WHEREAS, the Homer City Council reestablished a Road Standards Steering Committee during its September 22, 1986 regular meeting, and

WHEREAS, the responsibility of the Committee was to review and recommend revisions to the existing road standards ordinances, specifically road construction standards relative to installing construction standards that would reduce road construction costs yet result in structurally sound roads developed by sound engineering practices;

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Section 11.04, STREET DESIGN DESIGN AND CONSTRUCTION STANDARDS and Section 11.20 CONSTRUCTION PROCEDURES WITHIN CITY RIGHTS-OF-WAY AND SUBVIDISIONS (STREETS AND UTILITY MAINS) are hereby repealed in their entirety and reenacted to read as follows:

Title 11STREETS, SIDEWALKS, DRIVEWAY CONSTRUCTIONChapters:

- 11.04 Street Design and Construction Standards
- 11.08 Driveway Construction Permits
- 11.12 Street and House Numbering
- 11.16 Construction In Right-Of-Way Permit
and Load Restrictions
- 11.20 Construction Procedures Within City Rights-of-Way
and Subdivisions (Streets and Utility Mains)

Chapter 11.04STREET DESIGN AND CONSTRUCTION STANDARDS*Sections:

- 11.04.010 Intent.
- 11.04.020 Applicability.
- 11.04.030 Definitions.
- 11.04.040 Street construction, design and dedication requirements - General.
- 11.04.050 Master Roads and streets Plan - Adopted.
- 11.04.055 Official Maintenance Map - Adopted.
- 11.04.058 Design Criteria Manual - Adopted.
- 11.04.060 Geometric design requirements.
- 11.04.070 Required cross-section.
- 11.04.080 Drainage and erosion control.
- 11.04.090 Intersections (street and driveway).
- 11.04.100 Utilities in right-of-way.
- 11.04.110 Street lighting.
- 11.04.120 Sidewalks.
- 11.04.130 Traffic-control devices and street signs.
- 11.04.140 Construction requirements.
- 11.04.150 Violation - Penalty.

11.04.010 Intent. The intent of this chapter is to:

- a. Promote the safety, convenience, comfort, and common welfare of the public by providing for minimum standards to regulate design and construction of public streets, roads, and highways within the City.

* For statutory provisions authorizing municipalities to provide for streets, see A.S. ~~29.48.030 (1)~~. Prior ordinance history: Ordinance 85-14.

29.35.010 (9)

b. Minimize public liability for publicly and privately developed improvements by ensuring that roads and streets will be built to City standards. (Ord. 85-14 (part), 1985).

11.04.020 Applicability. The requirements of this chapter shall govern the construction or reconstruction of roads and streets within the City of Homer. (Ord. 87-6(s) (part), 1987).

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

a. "Arterial" means a street or highway which provides as a major function the transmission of vehicular through traffic along its prolongation or length (in preference to traffic entering the street or highway from an abutting lot or intersecting road), and which performs a major role in serving the transportation needs of the community (by serving relatively longer trip lengths with minimal interference and higher speeds), and which is identified as an arterial on the Homer Master Roads and Streets Plan.

b. "As-built drawings" means the plan and profile drawings of the improvements as constructed, drawn to the same level of detail as the original design drawings.

c. "Base Course" means a layer of crushed aggregate placed atop the subbase, according to a specified gradation.

d. "City" means the City of Homer, a municipal corporation, acting through the City Manager and/or his designees.

e. "Collector" means a street which collects traffic from local streets and/or relatively large traffic generators, and channels it into the arterial system, and is identified as a "commercial/industrial collector" or as a "residential collector" in the Homer Master Plan for Roads and Streets. (A "commercial/industrial collector" is a collector located in a commercial or industrial zoning district, while a "residential collector" is a collector located in a residential district.)

f. "Cross culvert" means a culvert which crosses beneath the traveled way of a street, such that its ends are exposed on the embankment of each side of the street.

g. "Cul-de-sac" means a street that is closed at one end and which is therefore required to provide a circular turnaround.

h. "Design Criteria Manual" means a publication issued by the City of Homer entitled "Design Criteria Manual for Streets and Storm Drainage," dated April, 1985.

i. "Design engineer" is a professional civil engineer, registered in the State of Alaska, who shall perform the project design for the developer.

j. "Developer" means a person, firm, association, partnership, corporation, governmental unit, or combination of

any of these which proposes to install street improvements, either as part of a subdivision development or as a development project on an existing right-of-way.

k. "Drainage Management Plan" refers to the City of Homer's documents entitled "Drainage Management Plan - Homer, Alaska" (dated August, 1979) and "Revised Drainage Management Plan - Homer, Alaska" (dated February, 1982).

l. "Driveway" means an entrance/exit roadway which provides lateral access to a private property from a public right-of-way, and which is located on private property except for its junction with the public road within such right-of-way.

m. "Driveway intersection" means the junction of a driveway with a street or other public road.

n. "Local street" is a street which services primarily relatively short trip lengths and low traffic, allowing transmission of traffic from abutting lots to the collector or arterial system, and which does not qualify for designation as a collector or arterial. For the purposes of this ordinance, local streets are segregated into two subclasses: "local residential" streets are those local streets situated in residential zoning districts and "local commercial/industrial" streets are those local streets located in commercial or industrial zoning districts.

o. "Master Roads and Streets Plan" refers to the document labelled such, adopted by the City of Homer.

p. "Non-frost susceptible material" means non-organic soil containing less than 3% by weight of grains smaller than .02 mm obtained from minus 3" material.

q. "Permanent maintenance" means grading, pavement patching, ditching, culvert thawing, snowplowing, sanding and other work, performed on an all-seasons basis for maintenance of city streets.

r. "Right-of-way" means land, property, or interest therein, usually in a strip, acquired for or dedicated to the public for transportation purposes.

s. "Road" is a general term denoting a public way or track, or any length thereof, generally in rural areas, used for purposes of vehicular travel.

t. "Roadway" means the portion of a street, road, or highway, including shoulders, for vehicular use.

u. "Shoulder" means the portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles for emergency use, and/or for lateral support of base and surface courses.

v. "Street" is a general term denoting a public way or track, or any length thereof, in urban settings, used for purposes of vehicular travel.

w. "Street intersection" means the junction of two or more public roads, i.e., roads located within public rights-of-way.

x. "Subbase" means the specified or selected material of planned thickness placed atop the subgrade and below the base course.

y. "Subdivider" means a person, firm, association, partnership, corporation, governmental unit, or combination of any of these which may hold any recorded or equitable ownership interest in land being subdivided. The term shall also include all heirs, assigns or successors in interest, or representatives of the subdivider, owner, proprietor or developer.

z. "Subdivision" means the division of a tract or parcel of land into two or more lots, sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, including any subdivision, and when appropriate to the context, the process of subdividing or the land subdivided. A "new subdivision" is a subdivision in which a plat has received preliminary approval prior to the effective date of this chapter. There will be no time extension allowed for said preliminary plat to be considered at a later date.

aa. "Subgrade" means the basement soil material in excavation (cuts), embankment (fills), and embankment foundations immediately below the first layer of subbase and to such depth as may affect the structural design of the roadway.

bb. "Traveled way" means that portion of the roadway reserved for the movement of vehicles, exclusive of shoulders.

cc. "Winter maintenance" means snowplowing and sanding of roads during winter months; this definition specifically excludes culvert maintenance and prevention or alleviation of glaciation (aufeis) effects. (Ord. 85-14 (part), 1985).

11.04.040 Street construction, design and dedication requirements - General. a. All streets or roads constructed or reconstructed within the City of Homer after the effective date of the ordinance codified in this chapter shall adhere to the dedication, design and construction standards set forth in this chapter and shall also be designed and constructed according to the procedures and standards set forth in Chapter 11.20, unless waived as provided in Chapter 11.20.

b. The City shall require new subdivisions to dedicate the rights-of-way according to the widths specified in Section 11.04.060(f) below, according to the appropriate functional classification. Arterials and collectors are as designated in the Master Roads and Streets Plan. This provision may be waived on a case-by-case basis by the Director of Public Works by requiring a minimum dedicated right-of-way of 60 feet along with an expanded building setback of sufficient width to equal the rights-of-way widths specified in Section 11.04.060(f).

c. The Planning Commission shall require the dedication of a half street if the other half of the street has been dedicated or can reasonably be expected to be dedicated, unless it

determines the street would be unnecessary or undesirable. It shall further require half-street dedications if the street is on the Master Plan for Roads and Streets Map as a planned improvement or is the logical extension of an existing street.

d. When a subdivision borders or contains a street designated an arterial on the Master Plan map, the Homer Advisory Planning Commission may require shared access or the dedication of a frontage street. Alternatively, an interior road may be required (along the rear lot lines of the lots abutting the arterial) which will serve the access requirements of all the lots fronting the arterial. (Ord. 85-14 (part), 1985).

11.04.050 Master Roads and Streets Plan - Adopted.

a. The City hereby adopts the functional classification system, Master Plan map, and preliminary plans and profiles of future streets contained in the Master Roads and Streets Plan.

b. In all new subdivisions, excepting those specifically exempted in Chapter 11.10, the subdivider shall be required to dedicate street rights-of-way designated as arterials or collectors on the Master Plan for Roads and Streets map, in general agreement with the location and geometrics outlined on the map and, if preliminary engineering plans have been prepared, in general accordance with the route layout specified therein. The Planning Commission may require adjustments to the proposed plat at the preliminary platting stage if it finds that such geometrics and alignments are not adhered to.

c. If a development includes a segment of an arterial or collector street as shown on the Master Plan, the developer shall construct the streets on the alignment adopted in the Master Roads and Streets Plan, and according to the geometric requirements (maximum grade, curvature, and intersection grade, and minimum intersection curb return radius) conforming to the respective classification. The developer, in such case, shall be required to construct the street to a twenty-eight-foot width in accordance with the minimum requirements of a local residential street; provided, however, that the City may, upon direction of the City Council, elect to require construction to the full standards and pay to the developer the cost difference between the required street and the proposed street.

d. The City Council shall be empowered to designate additional routes as arterials and collectors beyond those adopted on the Master Plan map. (Ord. 85-14 (part), 1985).

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

in the City offices for public inspection.

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

c. City maintenance service, as specified on the official map, shall be provided on a permanent (year-around) basis and on a winter-maintenance-only basis (snowplowing and sanding only). In no case shall a winter-maintained road be upgraded to permanent maintenance unless it is reconstructed to the standards of this chapter.

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

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

11.04.058 Design Criteria Manual - Adopted. The City of Homer adopts by reference the "Design Criteria Manual for Streets and Storm Drainage," dated April, 1985 and revised February 1987. The "Design Criteria Manual" shall augment the standards of this chapter and shall govern site reconnaissance, survey and soils and design for streets and storm drains. (Ord. 87-6(s) April 14, 1987).

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

a. Street Alignment. The street construction shall coincide with the right-of-way centerline unless otherwise approved by the City.

b. Street Design. Streets shall be designed to meet the following objectives:

1. To drain adjacent property where possible;
2. To match existing driveways where possible, and in all cases to match existing cross-street grades;
3. To minimize cross-street or driveway grades;
4. To provide drainage of roadways;
5. To facilitate continuity of natural drainage patterns if storm drains are not incorporated in accordance with the Drainage Management Plan.

c. Grade and Curvature Maxima. The following design limitations shall apply to grades and curvature according to the

11.04.060

street's functional classification:

<u>Classification</u>	<u>Maximum Grade</u> (%)	<u>Short Distance (Less Than 500') Maximum Grade</u> (%)	<u>Maximum Grade On Curve</u> (%)	<u>Minimum Curve Radius</u> (feet)*
Major arterial	6	8	6	700
Minor arterial	8	10	6	600
Collector, comm./indus.	8	12	6	500
Local, comm./ indus.	8	12	6	500
Collector, res.	10	12	8	500**
Local, res.	10	12	8	150**

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

** In hilly terrain (as defined by the Design Criteria Manual), the minimum curve radius for residential collector streets may be reduced to two hundred seventy-five feet, and the minimum curve for local residential streets may be reduced to one-hundred-twenty feet, upon approval of the City Public Works Engineer.

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

e. Cul-de-sacs. Cul-de-sacs must not be longer than six hundred feet and must have turnaround, with a minimum radius to outer edge of pavement or shoulder of thirty-eight feet.

f. Width. Right-of-way, traveled way, and shoulder width standards for city streets shall, at minimum, be as follows:

<u>Functional Class or Type</u>	<u>Right-of-way Width</u> (feet)	<u>Traveled Way Width</u> (feet)	<u>Shoulder Width, Each Side</u> (feet)*
Arterial, major	100	36	8
Arterial, minor	100	26	6
Collector, comm./indus.	80	26	4
Collector, res.	80	26	4
Local, comm./indus.	60	22	3
Local, res., gravel road/street	60	26	0
Local, res., paved road/street	60	26	4
Cul-de-sac turn- around radius	50 (radius)	38 (radius)	2

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

g. The right-of-way width standards of Section 11.04.060(f) above shall constitute minimum dedication requirements for subdivisions for respective street classification. Subdividers and developers shall be required to construct roadways to the width specified for local residential streets, regardless of the street classification.

h. Construction or reconstruction of existing streets in pre-existing platted rights-of-way narrower than those defined in Section 11.04.060(f) shall require dedication of a sufficient construction and maintenance easement on each side of the road to allow the roadway to be constructed in accordance with Chapter 11.20 and the City of Homer Design Criteria Manual.

i. Other design criteria shall be as specified in the City of Homer "Design Criteria Manual for Streets and Storm Drainage." Further explanation and elaboration of the requirements in (c) through (f) of this section is also set forth in the Design Criteria Manual. (Ord.87-6(s) (part), 1987).

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

b. Prior to the placement of roadway structural fill material, native material shall be excavated to subgrade, and geotextile fabric, of a type approved by the City, shall be placed atop subgrade prior to placement of structural fill.

c. Base course and subbase gradation shall be as specified in the City of Homer's Design Criteria Manual, except as otherwise approved or specified by the City Public Works Engineer. (Ord. 87-6(s) (part), 1987).

11.04.080 Drainage and erosion control. a. An adequate drainage system, which may include necessary storm drainage facilities, drain inlets, manholes, culverts, bridges, and other appurtenances, shall be provided to conduct stormwater efficiently and to protect the roadway's integrity. The flow requirements for each particular drainageway shall be established by the City, using the City Drainage Management Plan as a data base.

b. Hydraulic structures shall be designed in accordance with the Design Criteria Manual.

c. Underground storm drain systems will be required after preparation and official adoption of an official storm drain network plan, if the development occurs on the route of a storm drain, as provided on such official plan. Storm drains shall be designed in accordance with the Design Criteria Manual.

d. Cross culverts shall have a minimum inside diameter of twenty-four inches, and shall be larger if the flow through the culvert will require larger diameter pipe, as determined by the City Public Works Engineer.

e. Driveway culverts will be a minimum of 18" in diameter, and shall be larger if the flow through said culvert will require larger diameter pipe, as determined by the City Public Works Engineer.

f. Plunge basins or other methods, as approved by the City, shall be employed to dissipate energy at culvert outfalls where the City or design engineer determines such methods are necessary, in accordance with the Design Criteria Manual.

g. Ditch lining or other methods shall be required if necessary to prevent ditch erosion. (Ord. 87-6(s) (part), 1987).

11.04.090 Intersections (street and driveway). a. Right-of-way Requirements. Rights-of-way shall intersect at an angle as close to ninety degrees as feasible, and in no event at an angle less than sixty degrees.

b. Right-of-way Radius Returns. At all intersections, right-of-way radius returns shall be a minimum of twenty feet. Additional radius shall be required in cases where the intersection angle is less than ninety degrees; the rounding shall permit construction of curb returns or turning radii as required in subsection c of this section, and radius returns in such cases shall not be less than forty feet.

c. Curb Returns and Turning Radii. Turning radii at intersections shall be designed and constructed to accommodate the turning path of design turning vehicles with minimal encroachment on shoulders and opposing lanes; the design turning vehicles are as specified in the Design Criteria Manual, according to the street's functional classification.

d. Centerline Separation. The distance between street intersection centerlines shall be not less than two hundred feet, measured along the centerline of the intersected street. Street intersections created by new subdivisions shall be spaced at intervals of not less than six hundred feet on major arterials, three hundred feet on minor arterials, and two hundred feet on collectors.

e. Grades. Intersection grades shall not exceed three percent within sixty feet nor four percent within one hundred feet, of the intersection with the through-road centerline. The through-road grade shall not exceed seven percent approaching the

intersection if possible.

f. Sight Distances. Intersections shall be planned and designed to provide sight distances in accordance with the Design Criteria Manual.

g. New Subdivisions. For new subdivisions, the Homer Advisory Planning Commission may specify separation intervals between driveway and/or street intersections on arterial and collector streets, not to exceed the street intersection interval specified in this section. (Ord. 87-6(s) (part), 1987).

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

11.04.110 Street lighting. Street lighting shall be installed in all streets in conformance with the requirements of the City of Homer Design Criteria Manual and the standards of the electric utility. (Ord. 87-6(s) (part), 1987).

11.04.120 Sidewalks. a. New streets to be accepted by the City may, at the developer's option, have sidewalks and/or bicycle paths.

b. Sidewalks and/or bicycle paths shall be designed in accordance with the design criteria of the City of Homer Design Criteria Manual. (Ord. 87-6(s) (part), 1987).

11.04.130 Traffic-control devices and street signs. a. Street signs and other traffic control devices, including striping where applicable, shall be provided in accordance with the Alaska Traffic Manual.

b. Street name signs shall be provided at all intersections, on fixtures and according to type specified in the Alaska Traffic Manual. (Ord. 87-6(s) (part), 1987).

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

a. Construction methods, materials, and practices for all work related to streets within the City shall conform to the Design Criteria Manual of the City of Homer; amendments to these specifications shall be subject to approval or shall be specified by the City of Homer.

b. Construction procedures and responsibilities shall be as specified in Chapter 11.20 and Chapter 13.08 of the Homer Municipal Code.

c. Copies of applicable permits must be on the construction site. If not, the City reserves the right to close the work down until such time the permits are present.

d. If the project creates a condition that the City deems hazardous or detrimental to the public or public R.O.W., the City reserves the right to close the work down until such time that the problem is corrected.

e. Restoration of existing streets and rights-of-way) Contractors will be required to restore the streets and public rights-of-way to the grade and condition originally found, to replace gravel, paving or sealcoating, ditches, culverts, fences, signs, or other improvements, unless specific authorization to the contrary is authorized in writing by the City. Failure to do so will be cause for the City to accomplish the required work, and to collect damages from the contractor or his surety. All work shall comply with the standards set forth by the State of Alaska, Homer Municipal Code, Homer Standard Construction Practices and Standard Specifications.

f. Clean up) As the work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris resulting from such work. All cleanup operations at the location of such work shall be accomplished at the expense of the contractor and shall be completed to the satisfaction of the Public Works Inspector. Immediately after completion of said work, the contractor shall, at his own expense, clean up and remove all refuse and unused materials of any kind resulting from said work, and upon failure to do so within one working day after having been notified to do so by the Public Works Inspector, said work may be done by the Department of Public Works; the cost thereof charged to the contractor and the contractor shall also be liable for the cost thereof under the security bond provided hereunder. The contractor shall maintain all gutters free and unobstructed for the full depth of the adjacent curb and for at least one (1) foot in width from the face of such curb at the gutter line. Where gutters do not exist, drainage ditches shall be kept free of obstructions and restored to their original condition. Whenever a gutter or culvert crosses an intersecting street, an adequate waterway shall be provided and at all times maintained. The contractor shall make provisions to take care of all surplus water, muck, silt, slickings, or other runoff pumped from excavations or resulting from sluicing or other operations and shall be responsible for any damage resulting from its failure to so provide.

11.04.150 Violation - penalty. The violation of any provision contained in this chapter shall be punished under Section 1.16.010. (Ord. 87-6(s) (part), 1987).

Chapter 11.08

DRIVEWAY CONSTRUCTION PERMITS*

Sections:

- 11.08.010 Purpose
- 11.08.020 Applicability.
- 11.08.030 Definitions.
- 11.08.040 Permit - Required.
- 11.08.050 Permit - Application.
- 11.08.060 Applicant's responsibility - Generally.
- 11.08.070 Applicant's responsibility - For construction.

* For statutory provisions authorizing cities to regulate public rights-of-way, see A.S. ~~29.48.035(1)~~. Prior ordinance history: Ordinances 74-5 and 74-11. 29.35.010 (40)

Chapter 11.20

CONSTRUCTION PROCEDURES WITHIN CITY RIGHTS-OF-WAY AND SUBDIVISIONS (STREETS AND UTILITY MAINS)*

Sections:

- 11.20.010 Intent.
- 11.20.020 Scope and applicability.
- 11.20.030 Definitions.
- 11.20.040 Development permit process.
- 11.20.050 Permit application.
- 11.20.060 Design phase procedures.
- 11.20.070 Preconstruction requirements.
- 11.20.075 Public liability insurance.
- 11.20.080 Construction inspection and quality control requirements.
- 11.20.090 Project completion procedure.
- 11.20.100 Project acceptance procedure.
- 11.20.110 Violation - Penalty.

11.20.010 Intent. The intent of this chapter is to establish procedures for constructing streets and utility mains in existing rights-of-way or public rights-of-way or easements to be dedicated by plat. (Ord. 87-6(s) 1 (part), 1987).

11.20.020 Scope and applicability. This chapter governs all street and utility main construction in public rights-of-way which are greater than twenty feet in width, excepting those rights-of-way which are specifically claimed for ownership and maintenance by the State of Alaska. It shall further govern such construction of streets and utility mains in rights-of-way or easements proposed to be dedicated as part of pending subdivision plats, as required in Chapter 22.10 of the Homer Municipal Code. (Ord. 87-6(s) 1 (part), 1987).

11.20.030 Definitions. In this chapter, unless otherwise provided or the context otherwise requires, the following definitions shall have the meanings set forth below:

a. "As-built drawings" means plan and profile drawings of the improvements as constructed, drawn to the same level of detail as the design drawings.

b. "City" means the City of Homer, a municipal corporation acting through the City Manager and/or his designees.

c. "City Inspector" is an individual employed by the City of Homer, who shall monitor construction progress and quality to the satisfaction of the City of Homer, who shall record whether the project is proceeding according to the plans and specifications and who shall receive change requests and documentation related to the project, including "as-built" drawings, inspection field books and copies of the surveyor's

* Prior ordinance history: Ordinance 85-13

field notes.

d. "City Public Works Engineer" means the individual carrying such title, who is employed by the City of Homer Department of Public Works.

e. "Contractor" means the person or company providing labor, materials and other services necessary to construct and install street and utility improvements for the developer, according to the plans and specifications.

f. "Design Criteria Manual" means a publication issued by the City of Homer entitled "Design Criteria Manual for Streets and Storm Drainage," dated April, 1985 readopted April, 1987.

g. "Design Engineer" means a professional civil engineer, registered in the State of Alaska, who shall perform the project design for the developer or City of Homer.

h. "Developer" means the party proposing to install an improvement or improvements in existing public rights-of-way or subdivision developments, and assuming accountability for compliance with all City regulations pertaining to construction of such improvements; said party shall appoint or designate an individual, known as the project manager, to conduct its interactions with the City and to be responsible for developer's adherence to all pertinent City regulations.

i. "Erosion control plan" means a plan, submitted to the City for preventing erosion on site and/or sedimentation off site during construction.

j. "Field change" means a change in the design of a project, made in the field by the contractor under the approval of the project engineer, which is inconsequential in nature and which does not impact the integrity of the design or the intent of the project and does not cause violation of City ordinances or design standards.

k. "Inspector" is an individual employed by the developer who shall monitor construction progress and quality on a daily basis, and who shall prepare daily inspection reports for submittal to the City.

l. "Major change" means a change in the design which, if executed, would lead to a consequential deviation in its intent or integrity or to a violation of city standards or ordinances, in the opinion of the City Public Works Engineer.

m. "Project engineer" is a professional civil engineer, registered in the State of Alaska, who shall be employed by the developer and whose responsibilities shall include, but not be limited to, the following:

1. Verify that all work is accomplished in accordance with the plans and specifications;
2. Supervise the Inspector, Surveyor, and Testing Firm;
3. Authorize and document minor deviations in the

design, known as "field changes";

4. Submit proposals for major design deviations, known as "major changes," to the City;

5. Verify field notes and inspection reports as detailed in Section 11.20.080;

6. Sign and stamp "as-built" drawings.

n. "Project manager" is the person charged with representing the developer with regard to project work, to the City on the project.

o. "Right-of-way" means land, property, or interest therein, usually in a strip, acquired for or dedicated to the public for transportation purposes.

p. "Road" is a general term denoting a public way or track, or any segment thereof, used for purposes of vehicular travel.

q. "Site" means the area of construction, as defined on the project plans.

r. "Street" is a general term denoting a public way or track, or any segment thereof, and of any length and location within the City, used for purposes of vehicular travel. For the purposes of this ordinance, it is synonymous with the term "road."

s. "Street construction" includes all clearing, grubbing, compaction, grading and drainage improvement work involved in building a new street.

t. "Subdivision" means the division of a tract or parcel of land into two or more lots, sites, or other divisions for the purpose, whether immediate or future, of sale, lease, or building development, including any subdivision, and when appropriate to the context, the process of subdividing or the land subdivided. A "new subdivision" is a subdivision in which a plat is recorded after the effective date of this chapter.

u. "Surveyor" is a professional land surveyor, registered in the State of Alaska.

v. "Traffic control plan" is the plan showing signage and traffic management on-site or entering/exiting the site during construction.

w. "Pre-existing conditions" are the streets identified on the Official Maintenance Map, as platted or existing on the date of adoption of the ordinance codified in this chapter.

x. "Permit" is required from anyone working within the public right-of-way. such permit shall be obtained from the Director of Public Works or his designee.

Other key terms are as defined in the text of the following regulations or, where no such definitions are found, as defined in Chapter 11.04 of this Code. (Ord. 87-6(s) 1 (part), 1987).

11.20.040 Development permit process. No street or utility

main construction shall be permitted within public rights-of-way prior to the developer's receipt of a development permit, notice of design approval, and notice to proceed with construction. (Ord. 87-6(s) 1 (part), 1987).

11.20.050 Permit application. Prior to issuance of the development permits, the developer must submit an application for development permit to the City. This application shall contain the following details at minimum:

- a. Design concept and preliminary layout showing location and extent of proposed improvements;
- b. Written scope of work, to consist of the type of improvements to be installed and approximate quantities;
- c. Identification of the design engineer, who shall be a professional civil engineer registered in the State of Alaska and who shall perform the project design for the developer;
- d. Identification of the project manager, who shall be the developer's representative authorized to contact and negotiate with the city;

e. Estimated project completion date or duration;

f. A waiver of the development permit may be granted by the Public Works Engineer on a case-by-case basis for extension or upgrading of pre-existing platted rights-of-way; however, such temporary waiver on extension or repair shall not qualify the road for City maintenance unless the pre-existing platted rights-of-way or roadway are designed and reconstructed to City standards in accordance with the "Design Criteria Manual." All requests for waiver shall be made in writing and shall indicate the scope of work and the estimated date of completion.

Upon acceptance of the application, a development permit shall be issued by the City Public Works Engineer. This permit shall be a notice to proceed with design, based on approval of design concept and the preliminary layout, as required in subsection a. of this section. (Ord. 87-6(s) 1 (part), 1987).

11.20.060 Design phase procedures. After receipt of the development permit, the developer shall prepare and submit to the City a design of the proposed utility or street extensions. This design (consisting of plans, specifications, and supporting material including, but not limited to, soil test data, survey notes and design criteria reports) shall adhere to the following requirements:

a. Design must conform to all pertinent City of Homer standards for street and utility construction, and shall be stamped and signed by the design engineer;

b. Survey and soils data shall be obtained, and plans and specifications shall be prepared, in conformance with the standards of the Design Criteria Manual.

c. Design must be accompanied by a statement from the design engineer that he has personally inspected the site, and must be accompanied by the design report. Design report requirements are as specified in the Design Criteria Manual.

d. Design must also be accompanied by a signed and notarized statement from the developer that the developer has reviewed the design, and shall enforce adherence to the design during construction, excepting changes made in conformance with Section 11.20.080.

e. If the developer's proposed improvements include a water and/or sewer line extension, the design shall in all cases be accompanied by a design for reconstruction of the existing roadway to City standards, in accordance with this chapter; said reconstruction shall be required as part of the project work. This section may be waived by the Public Works Engineer on a case by case basis if the right-of-way is restored to original condition or better as determined by the Public Works Engineer. All requests for waiver shall be made in writing and shall indicate the scope of work and estimated date of completion.

f. The developer shall provide copies of the following:

1. Approval or compliance certification letter for water and sewer facilities from the State of Alaska Department of Environmental Conservation;

2. Corps of Engineers permit for construction in wetlands as necessary;

3. Permits, where applicable, from the State Department of Transportation and Public Facilities;

4. Telephone and power installation or relocation agreements.

Upon satisfactory completion of these requirements, and approval by the City of the plans and specifications, the City shall issue a notice of design approval to the developer. (Ord. 85-13 1 (part), 1985).

11.20.070 Preconstruction requirements. Following receipt of the Notice of Design Approval, the Developer shall submit the following to the City:

- a. A construction schedule;

- b. Erosion control plan and traffic control plan for the area of the development project, if determined necessary by the Public Works Engineer.

- c. Identification of the following personnel, who shall be required to perform their respective duties during the construction of the project:

1. Contractor,

11.20.70

2. Project engineer,
3. Inspector,
4. Surveyor,
5. Testing firm (a firm employed by the developer to perform soils, compaction, and other tests deemed necessary by the project engineer to ensure conformance of work to plans and specifications);

d. A development fee is required for private projects to cover costs of inspection and administration of the project. The fee shall be generally in relation to the design engineer's construction cost estimate, according to the following schedule below:

<u>Cost Estimate</u>	<u>Development Fee</u>
Less than \$100,000	1.0% of cost estimate, but not less than \$250
\$100,000 to \$500,000	0.75% of cost estimate, but not less than \$1,000
Above \$500,000	0.50% of cost estimate, but not less than \$3,750

Municipal projects shall include an appropriate project overhead for project administration and inspection.

e. Design engineer's construction cost estimate. This cost estimate shall be accompanied by the calculations upon which the cost estimate is based. The estimate and calculations are subject to verification and concurrence by the City Public Works Engineer;

f. A performance bond or other acceptable guarantee in the amount of 100% of the project cost, which bond shall be waived in the case of new subdivisions, in which right-of-way dedication, via plat filing or recordation, cannot occur until improvements are installed and accepted;

g. Proof of liability insurance listing the City, as additional insured in accordance with the requirements of Section 11.20.075. The insurance may be purchased and maintained either by the developer or the contractor;

h. A notarized statement that the developer shall hold the City harmless from any claims arising from construction including, but not necessarily limited to, liability or non-payment of subcontractors or suppliers;

i. The developer shall submit to the City, in accordance with the form specified by the City, a quality control program for the construction of the improvements. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans,

specifications, and safety requirements. The program shall include at least the following:

1. The frequency and type of all tests to be performed,
2. A list of all firms or persons who will perform tests and inspections,
3. Procedures for coordinating testing and inspections with the City, and for providing advance notice to the City of all inspections and tests which the City may opt to witness,
4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.

In addition, the developer must sign a performance agreement with the City that work shall be completed according to the plans and specifications, and allowing the City the right to enter upon and inspect the project, and to order work stoppage, tests, and field changes in accordance with Section 11.20.080.

Upon completion of the requirements set out in this section to the satisfaction of the City, the City shall issue a notice to proceed with construction. (Ord. 87-6(s) 1 (part), 1987).

11.20.075 Public liability insurance. The developer or contractor is required to purchase, and maintain throughout the life of the project, such public liability insurance as shall protect the City and the developer and/or contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for bodily damages which may arise from any operations related to the development project, whether such operations be those of the developer, contractor, or subcontractor or anyone directly or indirectly employed by any of these parties. Such public liability insurance shall include coverage for the following:

a. Comprehensive general liability, bodily injury and property damage liability, premises operations including underground, products and complete operations, broad form property damage, blanket contractual, personal injury: five hundred thousand dollars combined limit, each occurrence and aggregate;

b. Comprehensive automobile liability, bodily injury and property damage, including all owned, hired and nonowned automobiles: five hundred thousand dollars combined limit per accident. (Ord. 85-13 1 (part), 1985).

11.20.080 Construction inspection and quality control requirements. Following receipt of the notice to proceed, the contractor shall complete the improvements under the inspection of the project engineer, the inspector and the City, according to the plans and specifications and the procedural requirements of

this chapter. The inspection and quality control requirements shall be as follow:

a. The developer shall submit to the City, on the Monday of each week during construction, copies of all inspection reports, surveyor's field notes, and materials test reports of the prior week. The reports shall contain a specific listing of any changes, either field changes or major changes, made to the design in that week.

b. The City may perform, in a timely manner, any and all inspections it deems appropriate for the project; it shall, moreover, reserve the right to enter the project site at any time for purposes of inspection and to require additional tests if in the City's opinion, testing by the developer's testing firm has previously been inadequate. The developer shall pay for such tests if the tests reveal non-compliance with construction or material requirements; any test which confirms compliance shall be paid for by the City. The City may also issue a notice of rejection of materials or methods to the developer, which may state that the City will not release the performance bond or other accepted guarantee, or approve the project until the conditions cited in such notice are remedied. Furthermore, the City may issue an order to the developer to stop work within twenty-four hours, under conditions including, but not necessarily limited to, the following:

1. If inspection reports, field notes, and test reports are not submitted to the City when required;

2. If the project creates a condition that the City deems hazardous or detrimental to the public or public R.O.W., the City reserves the right to close the work down until such time that the problem is corrected."

3. If unauthorized deviations from the design occur which are, in the City's opinion, substantial and which the developer refuses to remedy in a timely manner after developer's receipt of notices from the City regarding these defects.

4. Construction procedures and responsibilities shall be as specified here and in Chapters 11.04 and 13.08 of the Homer Municipal Code.

5. Copies of applicable permits must be on the construction site. If not, the City reserves the right to close the work down until such time the permits are present.

c. Surveyor's notes must include horizontal and vertical data for all improvements as installed, and shall include the date of installation.

d. The developer must submit to the City Public Works Engineer, and the City Public Works Engineer must approve in writing, any proposal for "major changes" in the design prior to authorizing such change and prior to such change being executed in construction.

e. The Project Engineer shall authorize any "field changes" in the design prior to such change being executed in construction; if requested by the City, the Project Engineer shall be required to give written justification of any such "field change." (Ord. 87-6(s) 1 (part), 1987).

11.20.090 Project completion procedure. Prior to issuance of notice of project acceptance, the following are required:

a. The developer's project manager, project engineer, and the City Public Works Engineer must conduct an inspection to determine if the project is complete and if the project has been completed in accordance with the contract documents and if the contractor has fulfilled all of his obligations. A written "punch list" shall be prepared identifying all observed defects, if any. The defects shall be remedied, to the satisfaction of the City Public Works Engineer, and a final inspection conducted to verify that these have been remedied, prior to acceptance of the improvements by the City.

b. The developer must provide the City with a final submittal on the improvements that includes triplicate copies of project as-builts drawings. The as-built drawings shall contain a record of all improvements as installed and shall show all field changes and major changes. The final as-built drawings will be on three-mil mylar, twenty-four-inch by thirty-six-inch sheets, and marked 'AS-BUILT' in bold letters on all sheets of the plans. the as-built drawings shall use the design plan and profile drawings as a base, unless otherwise approved or specified by the City Public Works Engineer.

Included on the first sheet of the as-built drawings will be the following statement, stamped, signed and dated by the Project Engineer:

The following sheets are record drawings prepared by the Project Engineer, (insert name), based in part on information provided to us by others. We have carefully checked this information and believe it to be a reasonable and accurate representation of the work as constructed.

c. The developer shall, following completion of all public improvements, restore all disturbed or destroyed monuments or lot corners by or under the direction of a registered land surveyor. (Ord. 87-6(s) 1 (part), 1987).

d. The developer or contractor shall, following completion of all public improvements, install a permanent metal marker having magnetic properties at all intersections, center of cul-de-sacs and PI's where intervisible. If the PI's are not intervisible PC's and PT's shall be monumented. In paved roads, the monuments shall be a minimum of 1/2" x 6" set flush to the paving. In gravel roads, the monuments shall be a minimum of

1/2" x 30" with a 2-1/2 minimum diameter metal cap showing the year set, registration number of the surveyor and the monument identification. In accordance with AS 34.65.03, a Record of Survey shall be filed for all monuments established and shall show the Homer Grid Coordinates for at least two (2) monuments on the survey.

11.20.100 Project acceptance procedure. a. After the City Public Works Engineer is satisfied that the improvements are one hundred percent complete and acceptable, he shall forward to the Homer City Council a recommendation for project approval and acceptance for maintenance.

b. The Homer City Council shall consider, and take action upon, the recommendation of project approval and maintenance prior to any formal acceptance and approval by the City administration. Acceptance for maintenance shall be as prescribed in Section 11.04.055 of the Homer Municipal Code.

c. Within fifteen days of formal project approval and acceptance for maintenance by the Homer City Council, the City Public Works Engineer shall write a letter to the Kenai Peninsula Borough stating that the improvements are complete and accepted by the City.

1. In the case of new subdivisions, in which plat recording or filing is contingent upon improvement completion, this letter shall constitute notice of compliance with installation improvement regulations pursuant to Section 20.16.060 of the Kenai Peninsula Borough Code of Ordinances, and shall further authorize the Kenai Peninsula Borough to approve the final plat and forward the plat for filing and recording.

2. This letter shall further constitute final authorization for the City to allow operation and maintenance of water, sewer, and street improvements.

d. A one-year construction warranty on the work shall be established starting from the date the City takes over maintenance and operations of the improvements; the developer shall correct any observed defects stemming from the design or construction methods within the one-year period, as directed by the City. To secure the developer's performance of the warranty, the Developer shall provide a warranty guaranty via warranty bond, deposit in escrow, letter of credit, or deed of trust, or other security the City may deem appropriate. The minimum amount of the warranty guaranty shall be the percentage of the estimated cost of all improvements determined by the following table:

11.20.110

<u>Estimated Cost of All Improvements</u>	<u>Percent to Secure Warranty</u>
0--\$500,000.00	10
\$500,000.01--\$1,000,000.00	7.5
\$1,000,000.01 and over	5

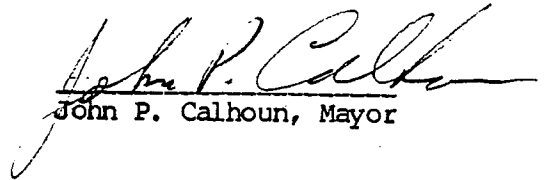
If the developer has provided a performance guaranty in accordance with Section 11.20.070(f), the developer may elect to allow the City to retain the performance guaranty until the end of the warranty period, in lieu of a separate warranty bond. (Ord. 85-13 1 (part), 1985).

11.20.110 Violation - Penalty. The violation of any provision contained in this chapter shall be punished under Section 1.16.010 (Ord. 85-13 1 (part), 1985).

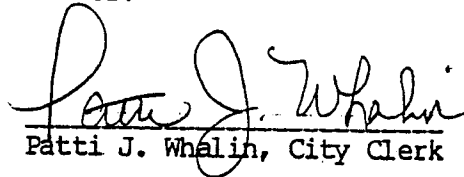
ORDINANCE 87-6(s)

DATED at Homer, Alaska this 13 day of April , 1987.

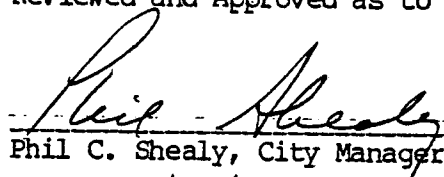
CITY OF HOMER


John P. Calhoun, Mayor

ATTEST:


Patti J. Whalin, City Clerk

Reviewed and Approved as to form and content:


Phil C. Shealy, City Manager

Date: 4/24/87


A. Robert Hahn, City Attorney

Date: 4-24-87

First Reading: 3/9/87

Public Hearing: 03/23/87

Second Reading: 04/13/87

Adoption Date: 04/13/87

Effective Date: 04/14/87

CITY OF HOMER
HOMER, ALASKA

Stark

RESOLUTION 06-36(A)

A RESOLUTION OF THE CITY COUNCIL OF HOMER,
ALASKA, RESTRUCTURING THE ROAD STANDARDS
COMMITTEE.

WHEREAS, As time goes on it has become apparent that the Road Standards Committee has become outmoded in a number of particulars, including not having a regular meeting time or date, not having a council member, and not having term designations or an expiration schedule; and

WHEREAS, There exists a need to expand the scope of the Committee by naming it to be more inclusive of the transportation needs of Homer.

NOW THEREFORE BE IT RESOLVED, That

A. The Road Standards Committee is hereby renamed the Transportation Advisory Committee.

B. The Committee will consist of five members with three year terms expiring on April 1st of each year, with the current chairman's term expiring in 2007, the previous chairman's term expiring in 2008, the term of the representative of the Advisory Planning Commission expiring in 2007, the Council representative's term expiring in 2006, and a new member from the public with a term expiring in 2009. **One of the members to be a representative from within the road construction industry.**

C. ~~Two members~~ **One member** of the Committee may reside outside the City.

D. The Committee shall meet on the third Tuesday of each month at the Cowles City Council Chambers.

E. Committee members serve at the pleasure of the **Mayor** ~~[Council]~~ **with Council approval** and the Committee is advisory to the Council. The Mayor, Councilmen, and City staff are advisory to the Committee.

PASSED AND ADOPTED by the Homer City Council on this 28th day of March, 2006.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


MARY L. CALHOUN, CMC, CITY CLERK

Fiscal Note: Meeting advertising and recording costs.

**CITY OF HOMER
HOMER, ALASKA**

Novak

RESOLUTION 09-89(S)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FREQUENCY OF THE PUBLIC ARTS COMMITTEE AND TRANSPORTATION ADVISORY COMMITTEE MEETINGS TO QUARTERLY MEETINGS.

WHEREAS, The Public Arts Committee and the Transportation Advisory Committee both act in an advisory capacity to the City Manager and the City Council; and

WHEREAS, Due to the decline in the City's revenues and the overall economic forecast, budget constraints are necessary to curtail staff time spent on preparing agendas and packets on a monthly basis; and

WHEREAS, It is prudent for the City to reduce the number of committee meetings in an effort to lessen the amount of staff time spent on preparation of materials for meetings and overtime wages for meeting attendance after hours; and

WHEREAS, Commissions are reducing monthly meetings to bimonthly meetings and committees are reducing monthly meetings to quarterly meetings in an effort to reduce expenditures; and

WHEREAS, The scheduling of worksessions and special meetings will be limited for the purpose of hearing and conducting business of a time sensitive nature; and


WHEREAS, The Public Arts Committee meetings will be held in the months of February, May, August, and November with regular meetings the third Thursday of each month at 11:00 a.m.

WHEREAS, The Transportation Advisory Committee meetings will be held in the months of February, May, August, and November with regular meetings the third Tuesday of each month at 5:30 p.m.

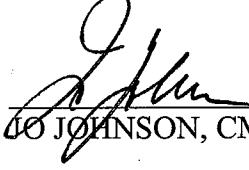
NOW, THEREFORE, BE IT RESOLVED that the Public Arts Committee and the Transportation Advisory Committee meetings are reduced to quarterly meetings.

PASSED AND ADOPTED by the Homer City Council this 28th day of September, 2009.

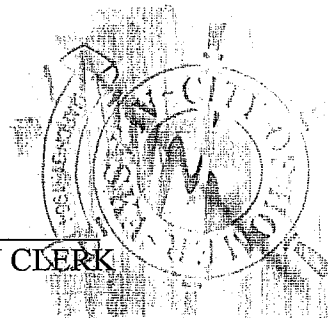
CITY OF HOMER


DENNIS NOVAK, MAYOR PRO TEMPORE

ATTEST:



JO JOHNSON, CMC, CITY CLERK



Fiscal Note: Reduction of overtime expenditures and increased productivity during regular work hours.

CITY OF HOMER
HOMER, ALASKA

Mayor/City Council

RESOLUTION 14-041

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING
THE CITY OF HOMER 2014 LAND ALLOCATION PLAN.

WHEREAS, The Property Management Policy and Procedures Manual sets policy for municipal land management; and

WHEREAS, Chapter 3 of the Property Management Policy and Procedures Manual establishes that a Land Allocation Plan will be developed annually; and

WHEREAS, The City Council discussed the Land Allocation Plan during a Worksession on March 10, 2014; and

WHEREAS, The Economic Development Advisory Commission, Parks and Recreation Advisory Commission, Port and Harbor Advisory Commission, and Advisory Planning Commission reviewed the draft Land Allocation Plan and provided their recommendations as outlined in Memorandum 14-037 by the Deputy City Planner; and

WHEREAS, Council had the following recommendations to amend the plan:

1. Change the designation of the HERC property, Tract 2 Homer School Survey 1999 City Addition, from Leased Lands, to City Facility, as the property is no longer under lease.

2. Conduct a title search on T6S R13W Sec 21 SM Government Lots 13 and 14 excluding Kachemak Drive and Homer Spit Road, and Government Lot 3 south of airport lease lands Block 300 and 400, T6S R13W Sec 22, to determine ownership;

3. Lots 9, 10 and 11, Homer Spit Subdivision No 5, should only be available for short term lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Homer 2014 Land Allocation Plan is hereby approved as presented.

PASSED AND ADOPTED by the Homer City Council this 24th day of March, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



City of Homer

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Planning

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Planning@ci.homer.ak.us

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(f) 907-235-3118

Memorandum 14-037

TO: Mayor Beth Wythe and Homer City Council
THROUGH: Walt Wrede, City Manager
FROM: Julie Engebretsen, Deputy City Planner
DATE: March 4, 2014
SUBJECT: 2014 Land Allocation Plan

Background

Each year, the City Council reviews and approves which city properties should be made available for lease through the Land Allocation Plan. The Council requests the Commissions provide comments on which lands should be offered for lease.

Page 5 of the Property Management Policy and Procures Lease Policy, states, "The City Council shall identify which City properties are available for lease through its annual land allocation workshop process which includes the Lease Committee, the Planning Commission, the Port and Harbor Commission, and the Parks and Recreation Commission."

In previous years, Commissions and bodies have reviewed all the City lands, and there is usually a joint work session between the Council and Commissions. This year, in an effort to streamline the process, no joint work session was scheduled. Instead, each Commission provided comments via memorandum. Comments from the Economic Development, Planning, Parks and Recreation and Port and Harbor Commissions are attached. In general, the Commissions are interested in the opportunity to comment on City lands, but not specifically interested in leases. The Port and Harbor Commission is the exception; they have historically been an active in deciding what lands should be leased and which reserved for port facilities.

Recommended future process

1. The Port and Harbor Commission will recommend which lots to lease on the Spit. Those recommendations will be shared with the other Commissions for their comments, and forwarded to Council. Council will continue to pass an annual resolution for lease properties.
2. The full land allocation plan will be published after Council's annual review. The plan will be available on the City website and through the clerk's office, like the annual report. If the Commissions want to review more of the plan, or have questions about a specific lot, they can

place the plan on their agenda. Otherwise, the Commissions review of the plan will pertain only to which lands should be available for lease on the Spit.

Staff recommendations: Council decide which lands be made available for lease during the work session. This will be brought back in a future resolution.

Attachments

1. Commission recommendations and minutes
2. 2014 Draft Land Allocation Plan



City of Homer

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Attachment to Land Allocation Memorandum 14-037

Please see attachments for the minutes from each Commission and their discussion. Below are the motions that each Commission passed. The Planning Commission did not have any comments.

Commission Recommendations

EDC: BARTH/ARNO MOVED TO RECOMMEND THAT THE CITY COUNCIL MAKE LOT 11 AVAILABLE FOR PUBLIC LEASE. VOTE: UNANIMOUS CONSENT.

Parks and Recreation: MOVED TO RETAIN ALL GREEN SPACE, PARKS AND/OR RECREATION DESIGNATIONS ON CITY PARCELS AND FURTHER RECOMMEND THAT ANY PARCELS THAT COME AVAILABLE FOR LEASE NEXT TO AN EXISTING PARCEL THAT IS DESIGNATED AS RECREATION, PARKS OR GREENSPACE THAT THE COMMISSION BE NOTIFIED. VOTE: YES. NON-OBJECTION. UNANIMOUS CONSENT.

Port and Harbor:

ZIMMERMAN/HARTLEY MOVED TO RECOMMEND THAT, FOR THE TIME BEING, LEAVING THE AVAILABLE LAND FOR LEASE AS AVAILABLE FOR LEASE.

HARTLEY/DONICH MOVED TO AMEND THAT LOTS 10, 11, AND 12 BE LEASED ONLY FOR SHORT TERM AT THE PRESENT TIME. Motion carried.

ZIMMERMAN/DONICH MOVED TO RECOMMEND TO RECOMMEND TO COUNCIL THAT IT'S THE COMMISSIONS WISHES TO SUPPORT A MARINE HAUL OUT AND VESSEL REPAIR FACILITY IN THE AREA OF LOT 11 AND THAT WOULD BE THE PREFERENCE OF THE COMMISSION FOR USE IN THE TERMS OF LONG TERM USE, THAT IS WHY THE COMMISSION RECOMMENDS SHORT TERM IN THE AREA.

VOTE: YES: ULMER, DONICH, CARROLL, HARTLEY, ZIMMERMAN, STOCKBURGER

Attachments

Minutes excerpts from Advisory Commissions:

February 19 Planning

February 11 Economic Development

February 20 Parks and Recreation and

February 26 Port and Harbor

Minutes excerpts from Commissions:

Planning 2/19/14: The Planning Commission had made no recommendation to Council on the Land Allocation Plan.

EDC 2/11/14:

The Commission reviewed the Land Allocation Plan.

Discussion ensued questioning the status of the lot where Pier One Theater is located and on the importance of having the 10,000 square feet available for RFP so the Wooden Boat Society would have an opportunity to submit a proposal and acquire a lease to use the 10,000 area.

SARNO/WAGNER MOVED THAT THE COMMISSION RECOMMEND TO CITY COUNCIL THAT A 10,000 SQUARE FOOT PIECE BE MADE AVAILABLE FOR LEASE AND RFP.

There was discussion recalling some history of the previous work Wooden Boat Society trying to lease the property and the Harbor not being interested in that because of the financial implication of reducing the lease rate. They recognized that the property would have to go out to RFP and the Wooden Boat Society would be able to apply.

It was pointed out that the note in the Land Allocation Plan refers to 11-037(A) and that it is in progress. It isn't clear what that refers to and whether it is tied to something specific that is in progress and it would be helpful to know, before voting on the motion. Concern was raised that this motion could harm the efforts of the Wooden Boat Society in acquiring the portion of the lot for their use. It would be beneficial to know more before sending this message to council.

The Commission agreed to include in their memo that they support the notion of having the 10,000 square feet made available to the Wooden Boat Society but because of the question regarding the status relating to Resolution 11-037(A), they were reluctant to make a specific recommendation at this time.

VOTE: NO: BARTH, SARNO, WAGNER, ROSS, ARNO

Motion failed.

The Commission considered lots 11, 20, and 11B Homer Spit Subdivision Amended on page E-31. It was suggested that Lot 11 could be used for more business as it is right next to an existing boardwalk and promote more economic development in the area. They weighed the options for other lots in that area as they felt there is potential if there is a potential user for the area. There were also comments that developing the area would reduce recreational space for the public.

ARNO/ROSS MOVED THAT LOT 11, 11B, AND 20 BE PUT UP FOR AVAILABLE LEASE.

Comment was made that these are park areas and it may be an issue for parks and recreation. It is a prime area and having all 3 out there for lease is a concern as there isn't all that much natural open

space, Lot 11 only would be a preferred option for some members. It was suggested that Council would look at the recommendation and choose most appropriate of the three lots for potential economic development. It was also suggested that when Council sees the recommendation for 3 lots, they could say no to the whole thing.

VOTE: YES: ARNO, BARTH, ROSS
NO: WAGNER, SARNO

Motion failed.

BARTH/ARNO MOVED TO RECOMMEND THAT THE CITY COUNCIL MAKE LOT 11 AVAILABLE FOR PUBLIC LEASE.

The Commissioner's felt that this lot is next to one that already has development on it, and would be a more appropriate option for potential development. They recognized that there space available out there now is full, and that only recommending lot 11 would minimize the impact to the overall area.

VOTE: UNANIMOUS CONSENT.

Motion carried.

Parks and Recreation 2/20/14:

Chair Steffy read the title into the record and requested more clarification and direction from Ms. Engebretsen.

Ms. Engebretsen explained that the process has been changed a bit this year. She provided a brief outline on what used to be done with the Land Allocation Plan (LAP) each year. Now the commissioners are being asked to review if there is any city owned land that should be put up for lease. She asked the commissioners to focus on any land they would like to make any recommendations for leasing.

She stated that she understands that this is the first time and usually the only time that the commission gets to review all the city property and she recommended to schedule that for another meeting.

Ms. Engebretsen provided the status update on the HERC building restrictions and she said it is still at the Borough legal department regarding lifting the restrictions.

There is no update on the ownership of Mariner Park. She has not done a title search. She responded that she has recommended a second opinion on ownership of lots along Kachemak Drive but was directed to postpone further action until a later date.

The area that was previously used for Short term leases is going to have a new rest area/overlook for the new spit trail extension. It is hoped that no more sale vehicle parking is conducted in this area.

Ms. Engebretsen stated that the Land Allocation plan is amended by resolution each year but does not necessarily drive the policy of what the city will do with the property.

Commissioner Lowney commented that what frustrates her is that not only should they be looking at what could be green spaces but used for green space walking trails. Commissioner Archibald agreed

that connectivity is important. Further brief discussion continued on livability and safer pedestrian ways ensued.

Ms. Engebretsen commented that there is a committee to discuss the feasibility of a large vessel haul out and repair facility on the spit but that is all she knew about it. Ms. Krause elaborated on the committee in response to the commission's questions. It was noted that Pier One was safe since it had a three year lease.

There was more discussion on the parcels in the new overlook area; the ability for outside entities can approach the city to lease a parcel. Keep existing designations on parcels.

LOWNEY/MACCAMPBELL – MOVED TO RETAIN ALL GREEN SPACE, PARKS AND/OR RECREATION DESIGNATIONS ON CITY PARCELS AND FURTHER RECOMMEND THAT ANY PARCELS THAT COME AVAILABLE FOR LEASE NEXT TO AN EXISTING PARCEL THAT IS DESIGNATED AS RECREATION, PARKS OR GREENSPACE THAT THE COMMISSION BE NOTIFIED.

There was a brief discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Commissioner Lillibridge asked how a committee can be created to determine what can be done on city land that already houses recreational activities and why this commission isn't included. Ms. Engebretsen stated that this is a conversation to have with Council. Commissioner Lillibridge stated they could use the land that will be opposite the new harbormaster office. A brief discussion on the reason why those parcels would not be advantageous to a Haul out facility ensued and that this was enterprise property which would bring in jobs and revenue to the residents of the city.

Commissioner Lowney then turned the discussion to further a walkable community that they could take a parcel in the Lillian Walli parcels to install a trail.

Commissioner Archibald also brought up the fact that there are areas that are designated campgrounds but there are no names or indication as such. Ms. Engebretsen responded that she will bring this up with Ms. Otteson and getting those campground identified.

Commissioner Lowney then brought up the new trail on the spit and the staking she then stated that she would like to see on a future agenda utilizing the two parks effectively, Coal Point Park and the Beach Park. The other idea to further discuss is Walkable Homer.

Ms. Engebretsen stated that the Planning Commission is working on that which means she is working on that and she can provide an update maybe in May. She noted that some of the issue is creating a HART project but they still have an execution problem in the city on that. Commissioner Brann asked if the Trail Plan was being used and she stated some of that is it but went on to explain a bit more and then noted that they were way off the Land Allocation Plan.

Chair Steffy reiterated the recommendation.

Port and Harbor Commission 2/26/14:

The Commission reviewed the Land Allocation Plan lease lands and Harbormaster Hawkins reviewed some of the activities that are happening on the properties around the harbor.

The Commission was optimistic that when the large vessel haul out is in operation they will need to have lots 10, 11, and 12 as well as the chip pad to accommodate those activities. They discussed that short term leases would be preferred on those lots so the lots can more easily be made available when the need arises.

ZIMMERMAN/HARTLEY MOVED TO RECOMMEND THAT, FOR THE TIME BEING, LEAVING THE AVAILABLE LAND FOR LEASE AS AVAILABLE FOR LEASE.

Concern was raised about having long term leases on some of the properties because they could paint themselves into a corner. There was discussion that proposals would come before the Commission for consideration and they could make recommendation.

Discussion continued on how to address short term leases on particular lots.

HARTLEY/DONICH MOVED TO AMEND THAT LOTS 10, 11, AND 12 BE LEASED ONLY FOR SHORT TERM AT THE PRESENT TIME.

It was suggested that could prohibit someone from making proposals on those lots. People won't want to invest money into a project if it is only short term. They can make recommendations on leases when they come before the Commission. Harbormaster Hawkins noted that city policy is that a short term lease is 6 months. Point was raised that instead of short term lease they could limit them to shorter leases so they can be leased for small projects.

VOTE: YES: ULMER, DONICH, CARROLL, HARTLEY, ZIMMERMAN
NO: STOCKBURGER

Motion carried.

Question was raised that if someone wants to come to that area with something long term, would they be bound for a year to short term. Harbormaster Hawkins responded that there were steps that could be taken for the Commission to recommend something longer term and Council to consider it and make the determination to change the availability.

Further discussion ensued about the importance of having lots 10, 11, and 12 available for vessel haul out support, but not have them so restricted that they could still be used until the haul out is completed. It was noted that there isn't a real rush right now for the lots along the back, but having only short term availability will inhibit future proposals. Harbormaster Hawkins use in the area right now is sporadic and related to deep water dock related. It was further noted that if we are developing a deep water dock it's important we keep adequate staging area for all the stuff coming off.

Harbormaster Hawkins suggested the Commission could also make a recommendation to Council that it's the commissions wishes to support a marine haul out and vessel repair facility in the area of lot 11

and that would be the preference of the commission for use in the terms of long term use, that is why the commission recommends short term in the area.

VOTE (Main motion as amended): YES: STOCKBURGER, ULMER, DONICH, CARROLL, HARTLEY, ZIMMERMAN

Motion carried.

ZIMMERMAN/DONICH MOVED TO RECOMMEND TO RECOMMEND TO COUNCIL THAT IT'S THE COMMISSIONS WISHES TO SUPPORT A MARINE HAUL OUT AND VESSEL REPAIR FACILITY IN THE AREA OF LOT 11 AND THAT WOULD BE THE PREFERENCE OF THE COMMISSION FOR USE IN THE TERMS OF LONG TERM USE, THAT IS WHY THE COMMISSION RECOMMENDS SHORT TERM IN THE AREA.

There was no discussion.

VOTE: YES: ULMER, DONICH, CARROLL, HARTLEY, ZIMMERMAN, STOCKBURGER

Motion carried.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

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(p) 907-235-3106

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Memorandum 14-050

TO: Mayor Wythe and Homer City Council
THROUGH: Walt Wrede, City Manager
FROM: Julie Engebretsen, Deputy City Planner
DATE: March 18th, 2014
SUBJECT: Resolution 14-041 - 2014 Land Allocation Plan

Introduction

Councilwoman Roberts noted the HERC building is no longer under lease to the Boys and Girls Club, and should not be in the Leased Lands section of the plan. The property includes the old high school, which houses the City's building maintenance division and additional record storage, as well as the HERC building which the Community Recreation program is using.

Recommendation: Designate this land as a city facility for the time being. This recommendation is included in Resolution 14-041 as item number 1.

**2014 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**

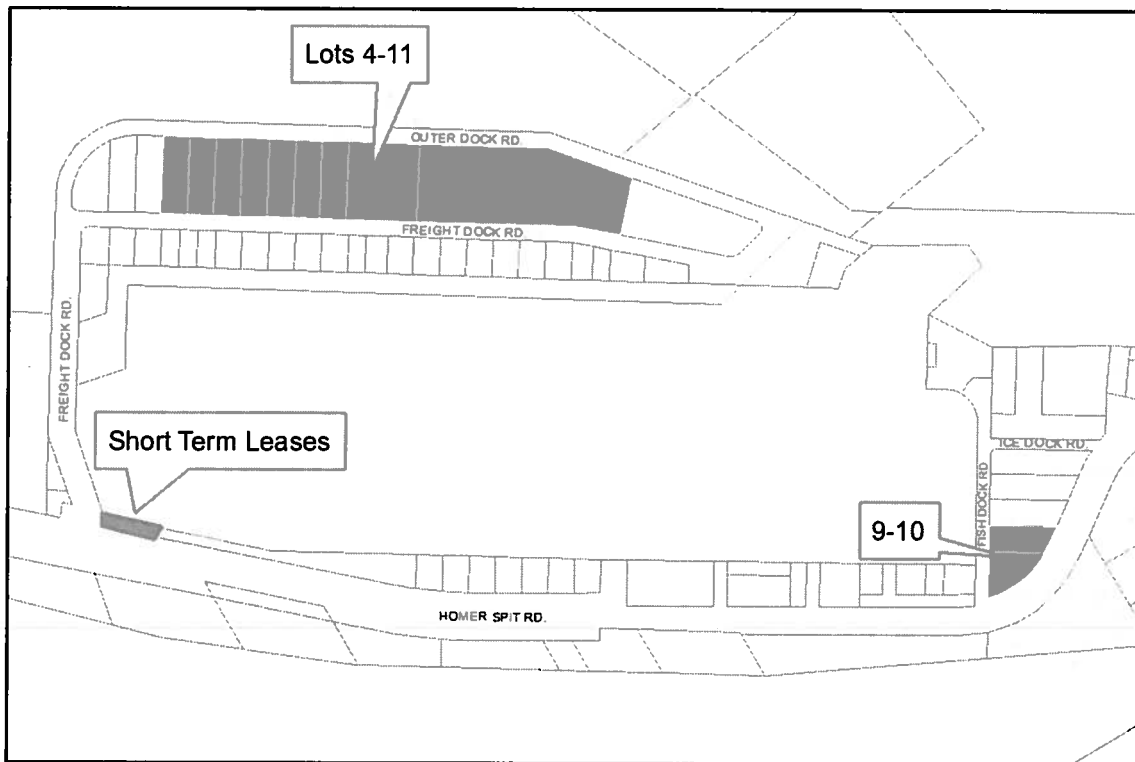
Index—City lands listed by parcel number
Appendix - Homer Harbor Map

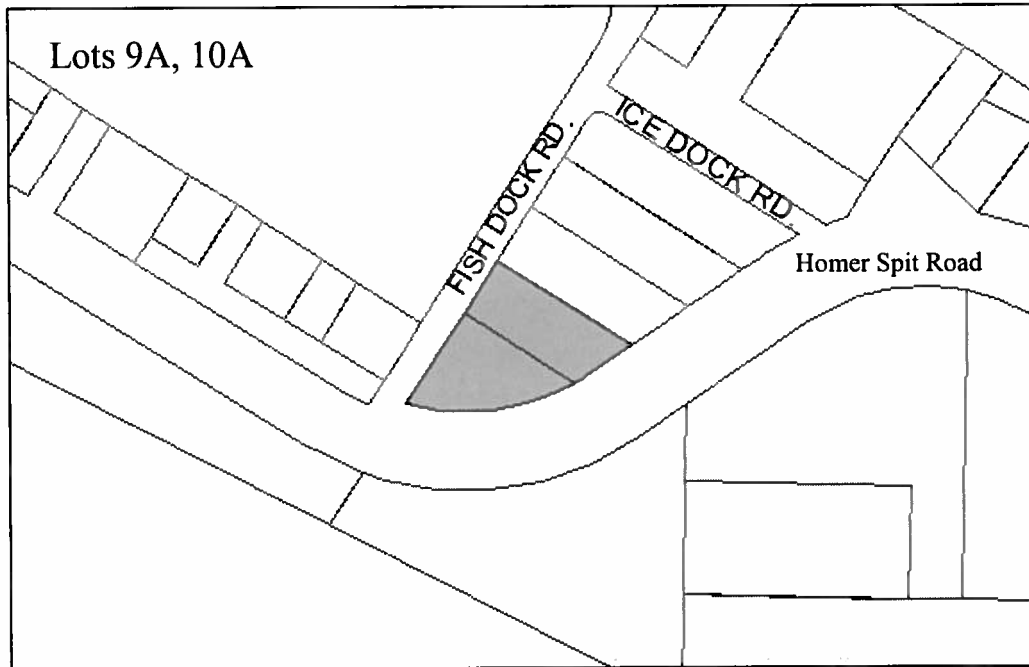
Note: Any lands not included in this document are listed in the previous version of the Land Allocation Plan, and their designations carry forward to this plan.

Section A

Lands available for lease

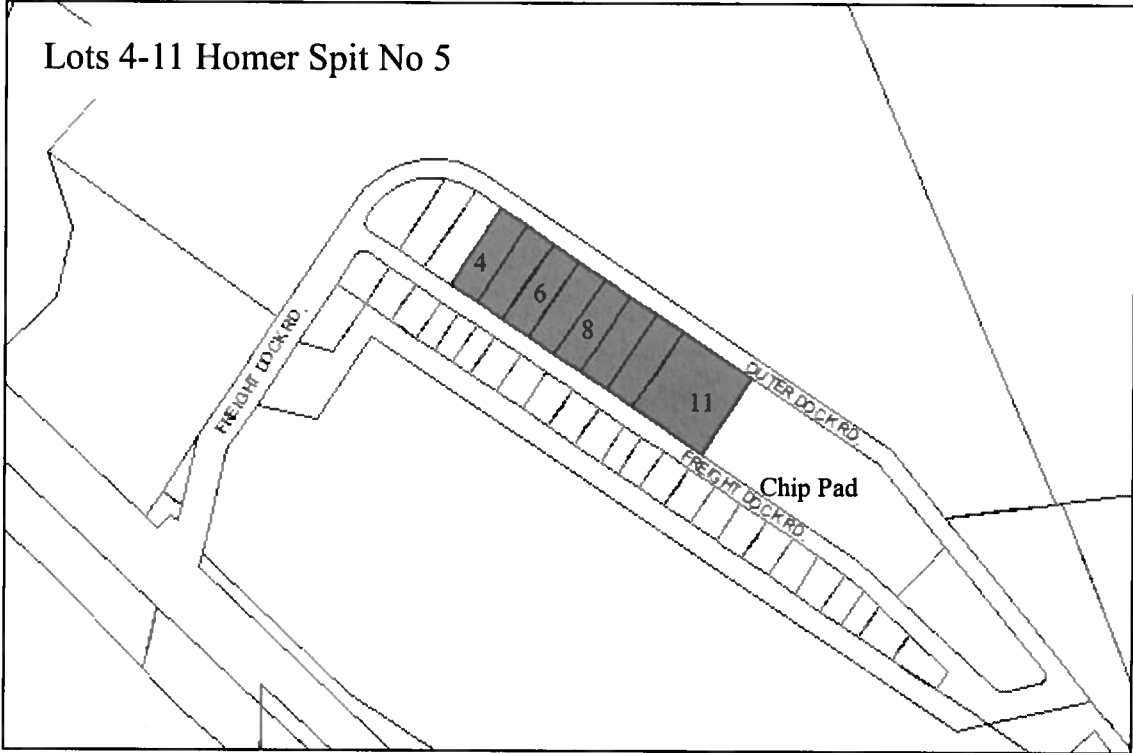
The following lots are available for lease in 2013. Lease procedures follow the City of Homer Lease Policy, and City Code.

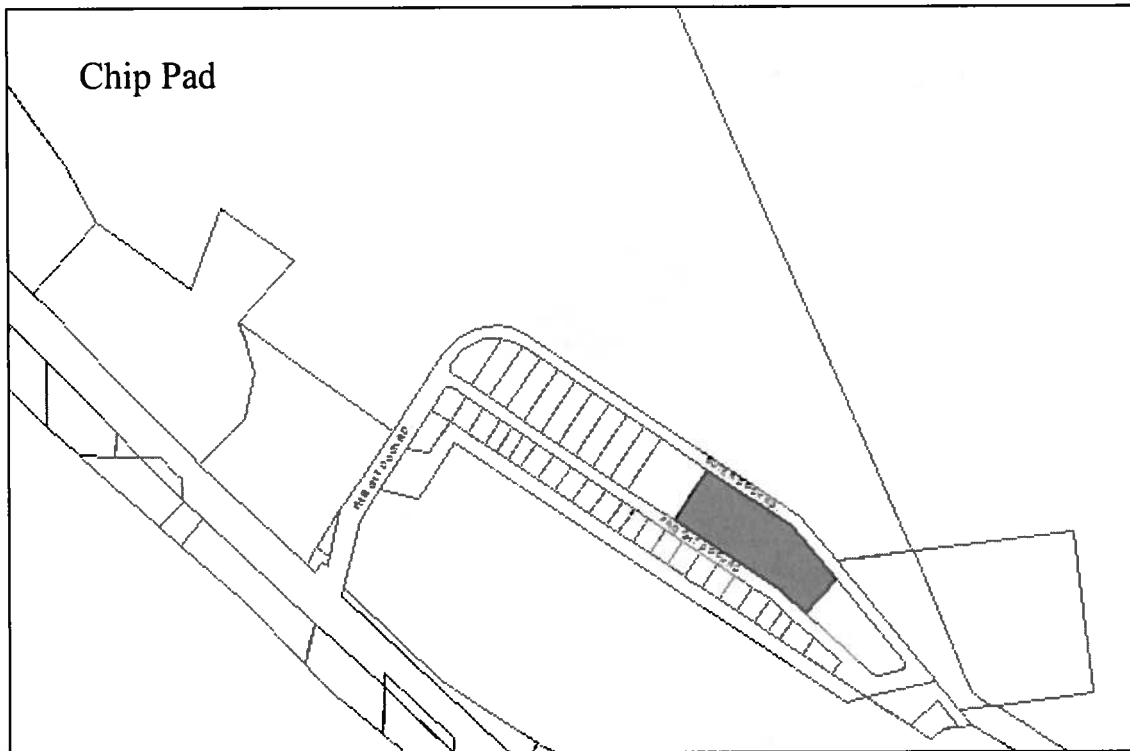


**Designated Use:** Lease**Acquisition History:****Area:** 1.05 acres (0.52 and 0.53 acres)**Parcel Number:** 18103477, 78**2012 Assessed Value:** Land value \$312,200**Legal Description:** T 7S R 13W SEC 1 SEWARD MERIDIAN HM 2007136 HOMER SPIT REPLAT 2006 LOT 9-A and 10A**Zoning:** Marine Industrial**Infrastructure:**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

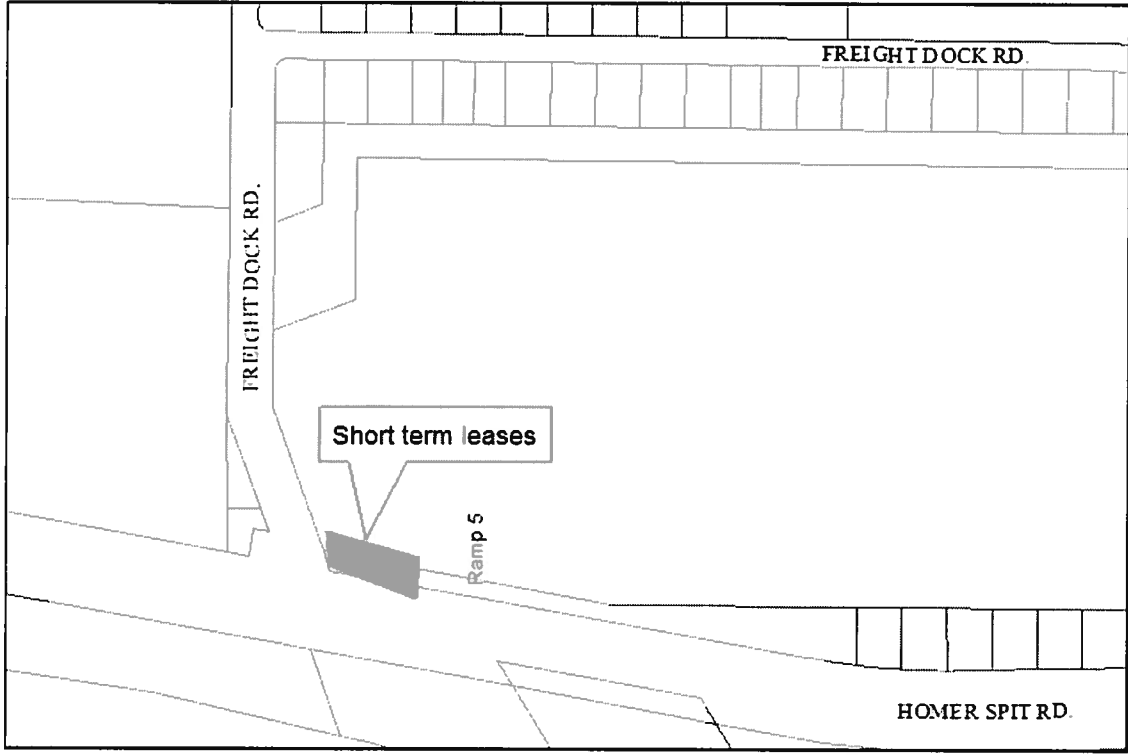
Zoning: Marine Industrial

Infrastructure: Water, sewer, paved road access

Address: 4380 Homer Spit Road

Old Chip Pad

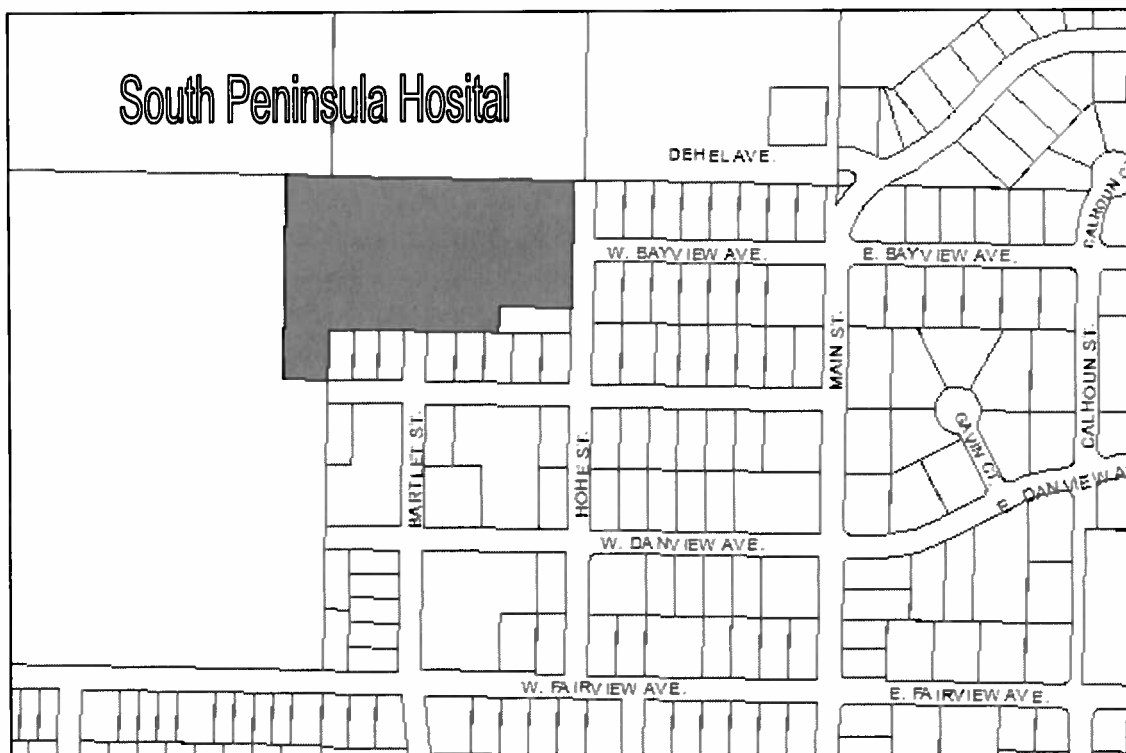
Peninsula Scrap and Salvage has been leasing part of the part intermittently to barge out scrap metal.

	
Designated Use: Lease (Resolution 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

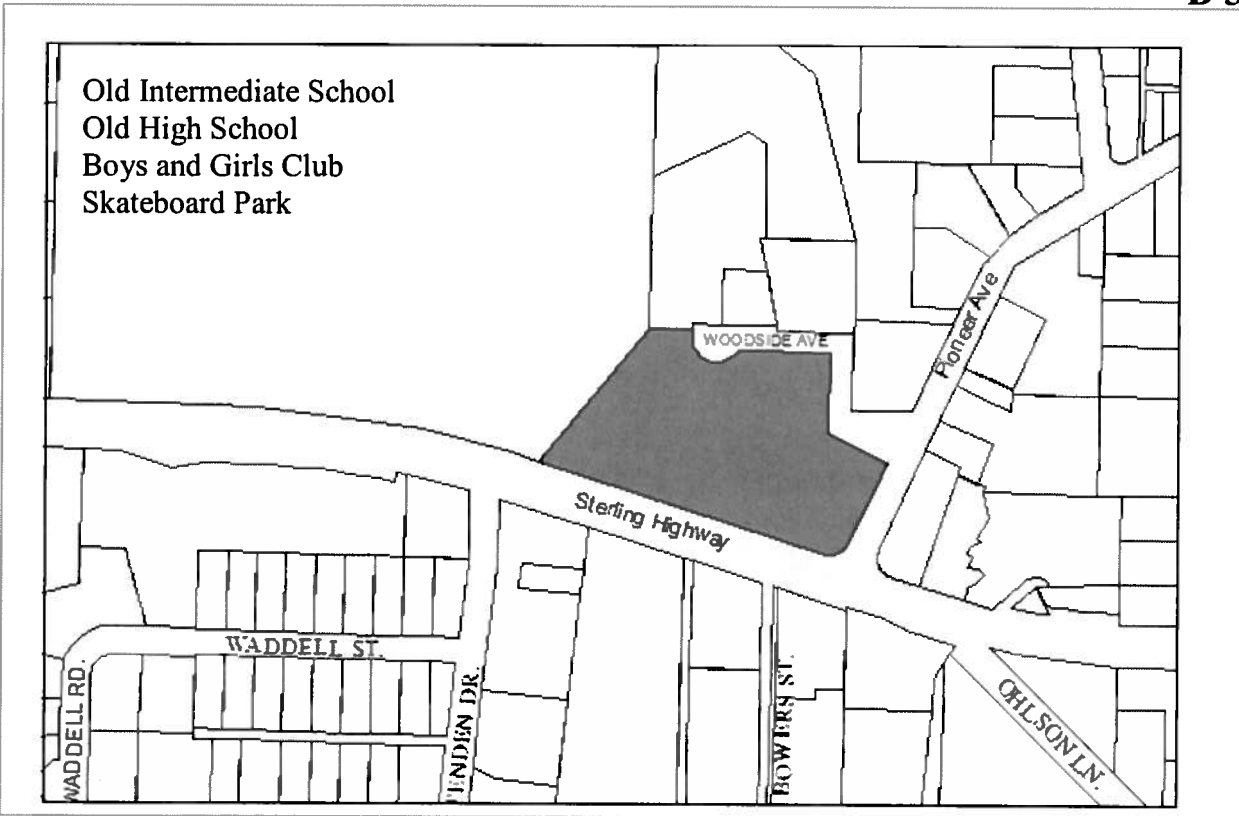
Zoning: Residential Office

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 KP.B.

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

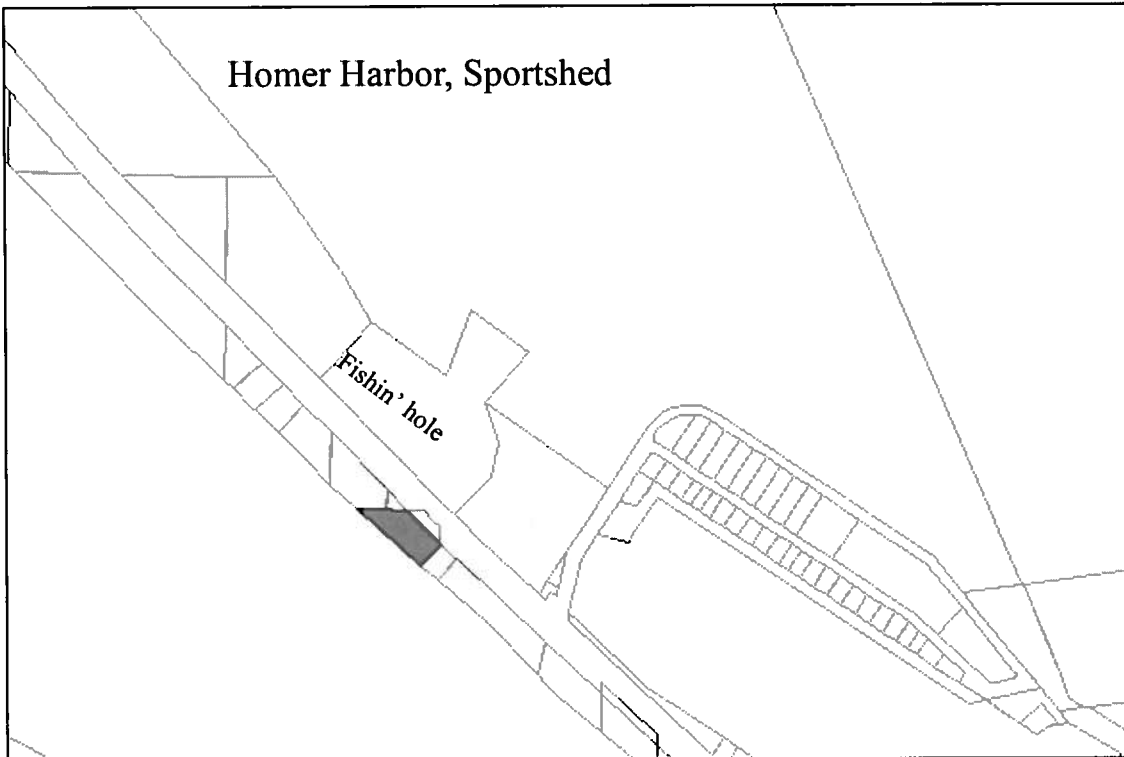
Wetlands: Creek on western edge

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

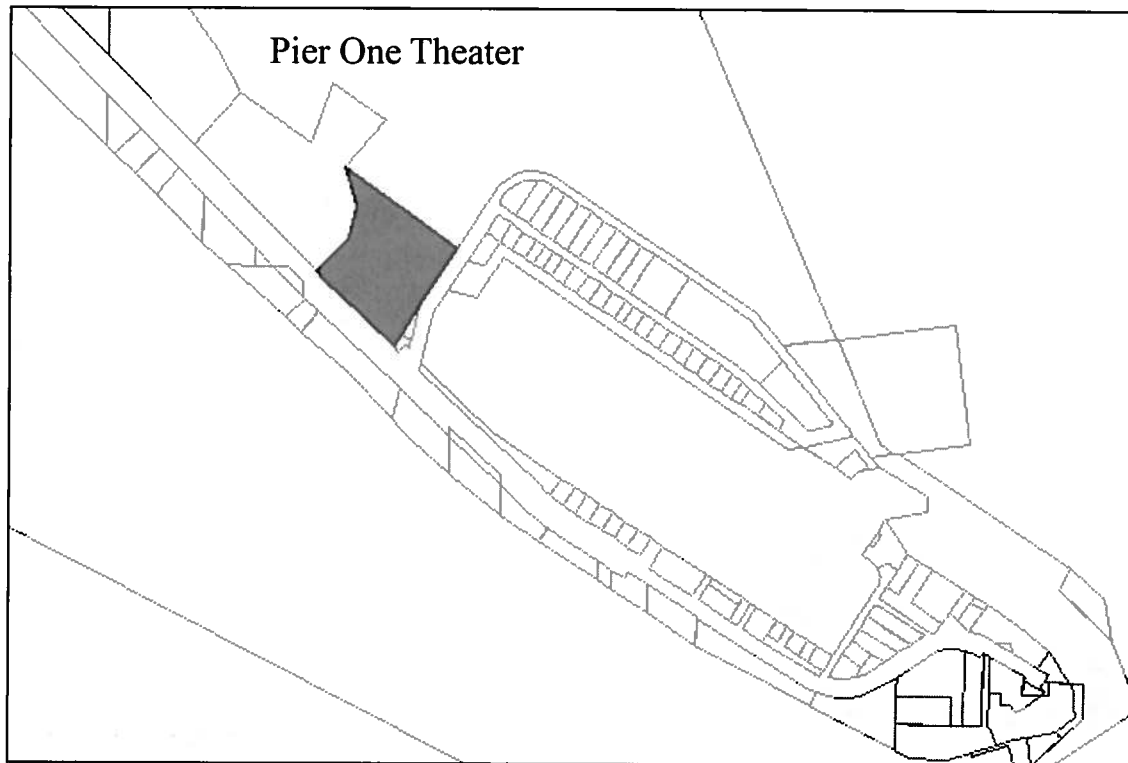
Wetlands: None

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)

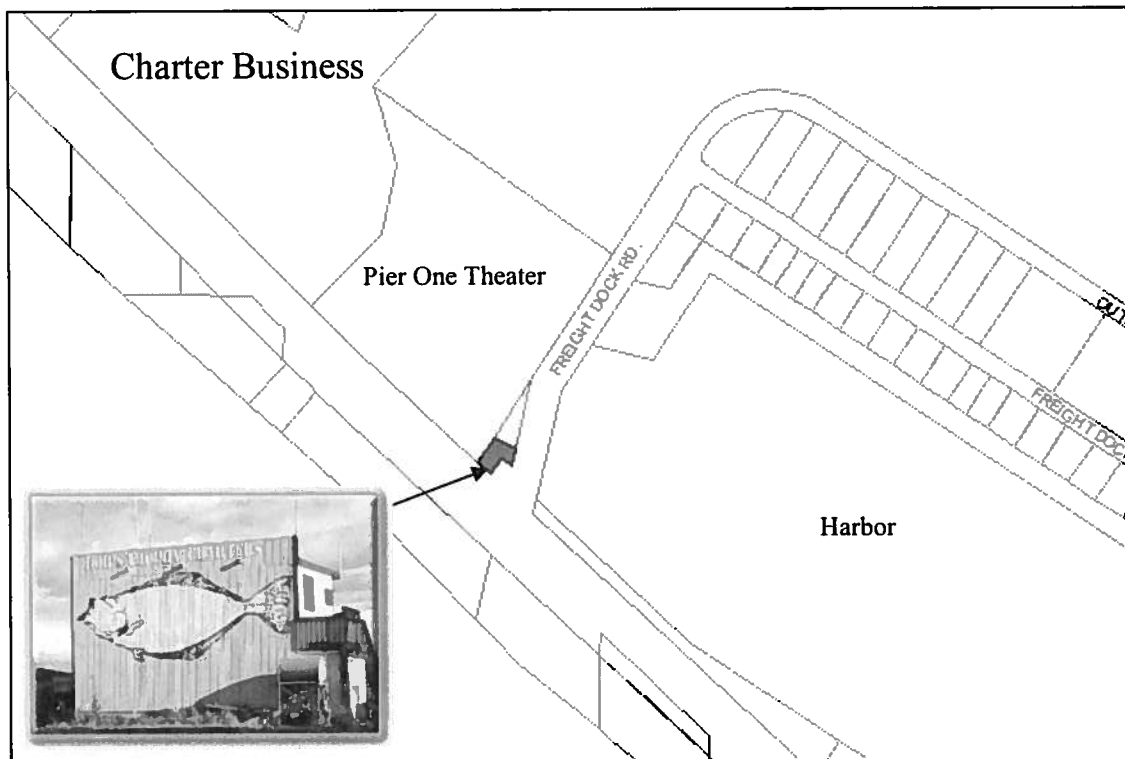
Resolution 13-020: Designated the north east corner of the lot for use as a trailhead for the Kachemak Bay Water Trail.

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 Commercial

Wetlands: None

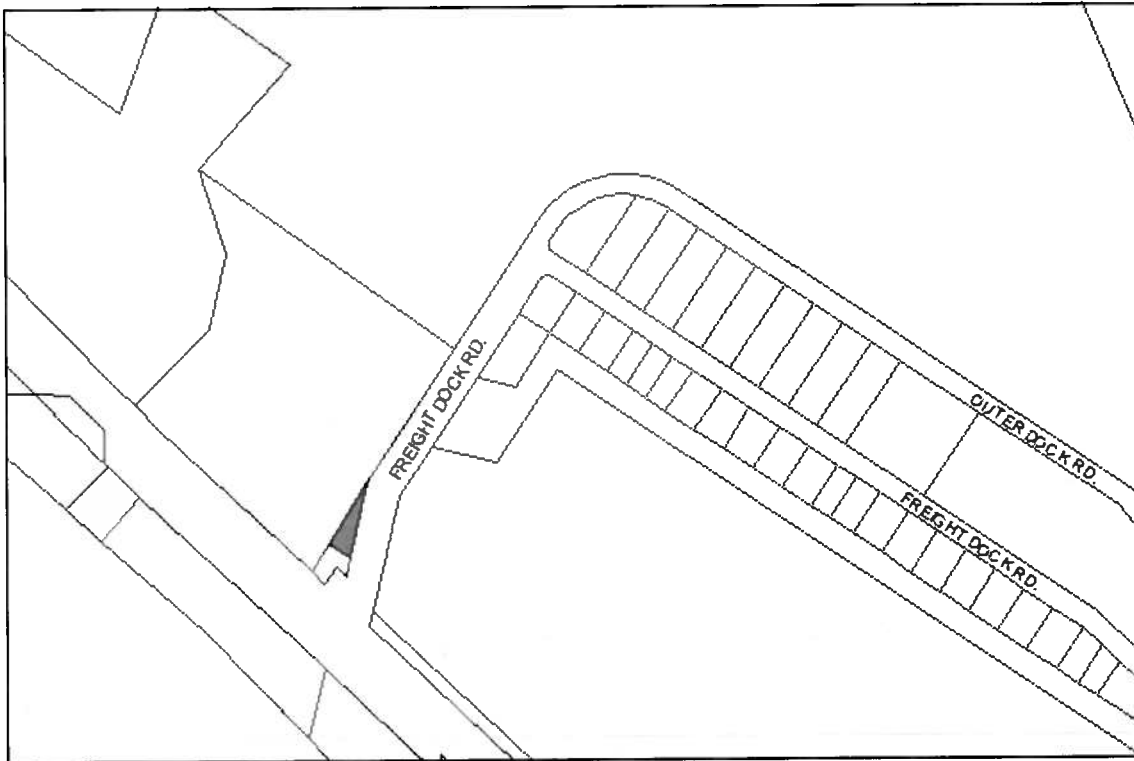
Infrastructure: Paved road, water and sewer.

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 Commercial

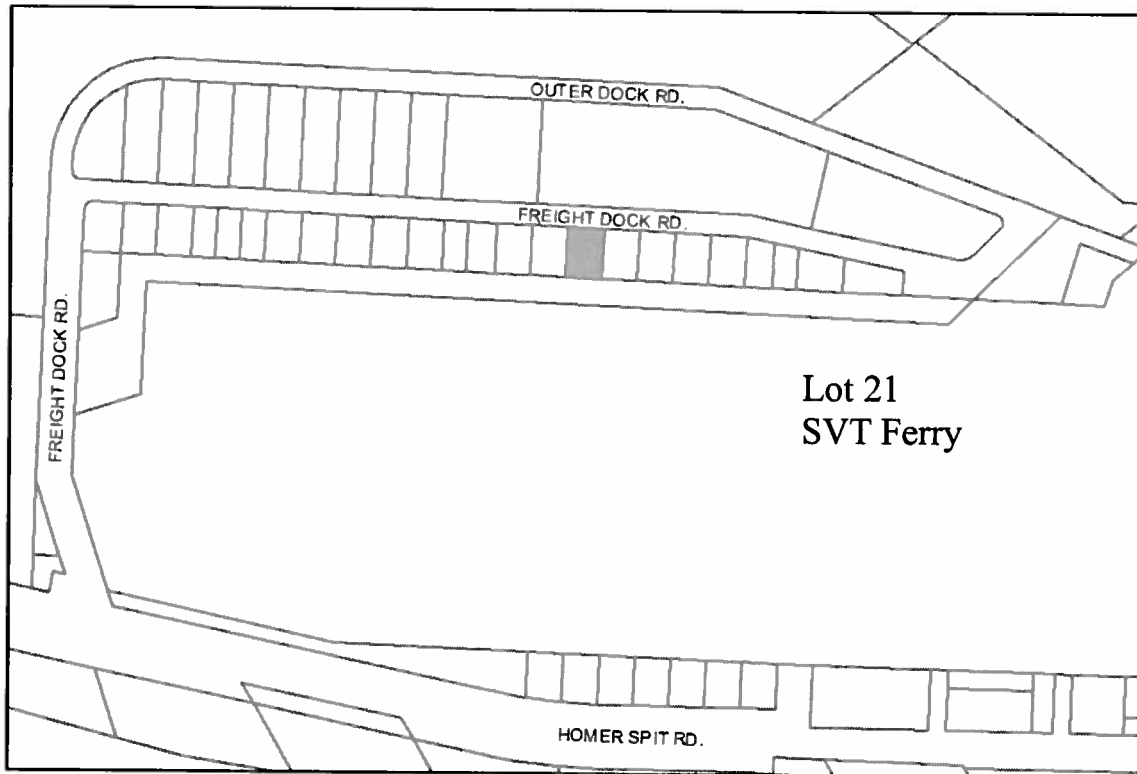
Wetlands: N/A

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

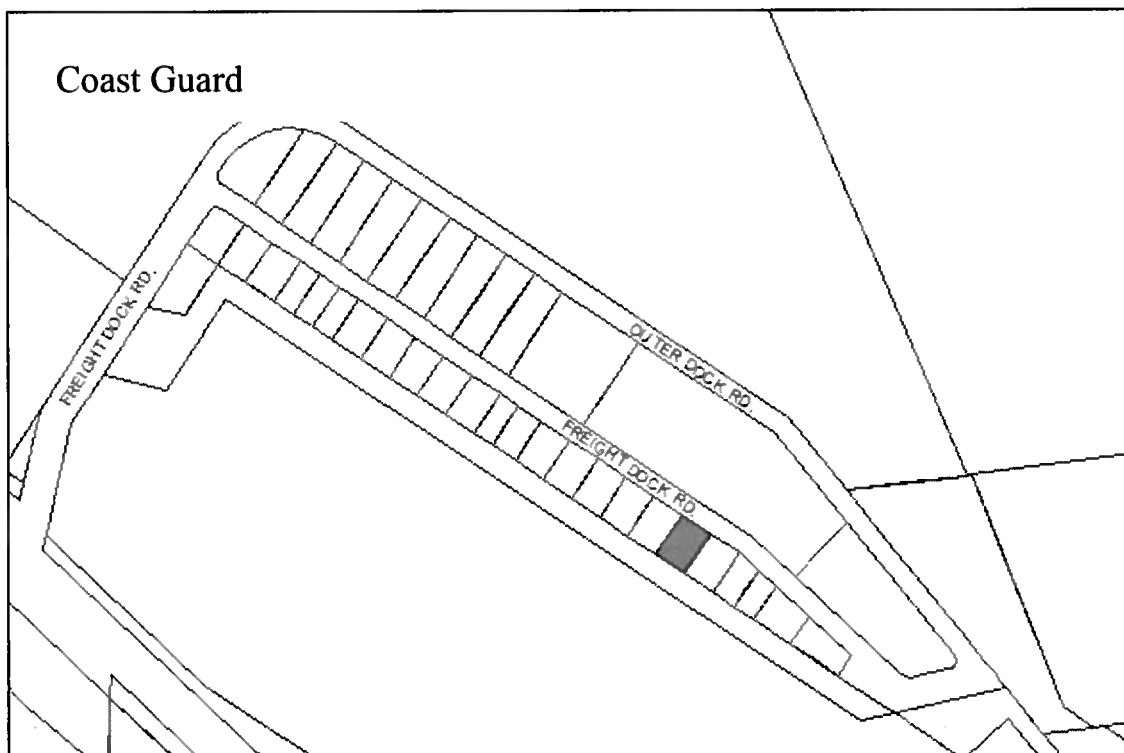
Wetlands: N/A

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

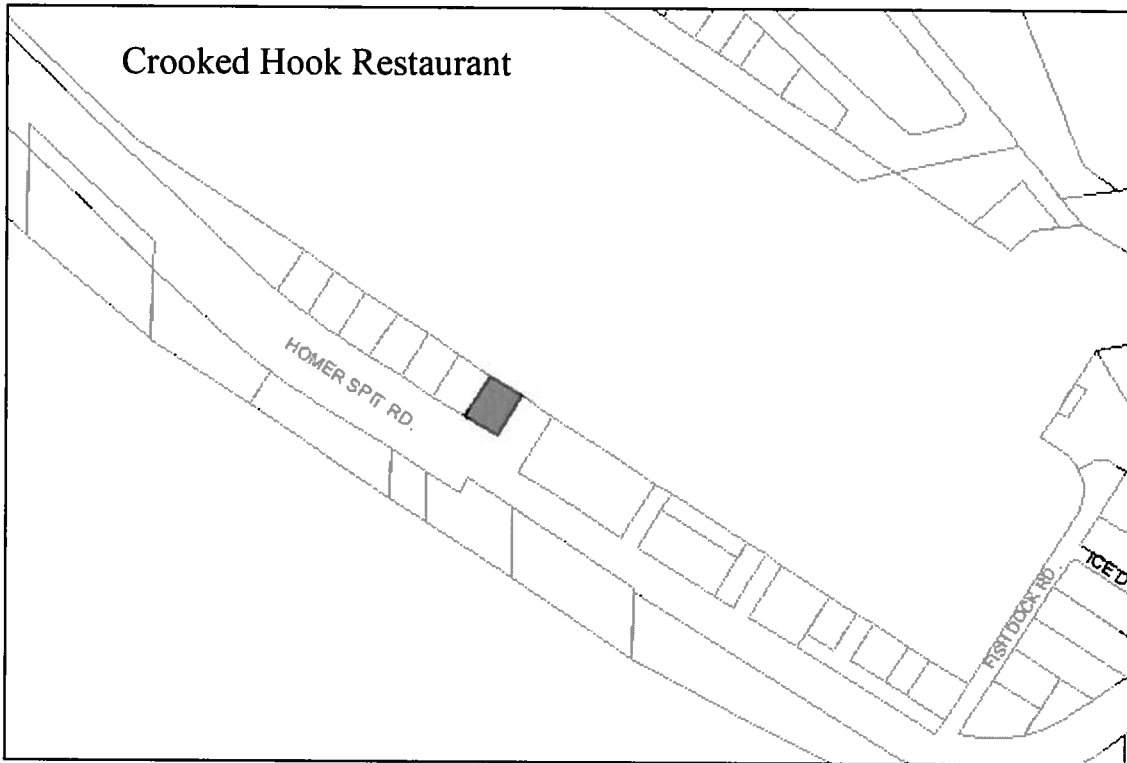
Address: 4373 Freight Dock Rd

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

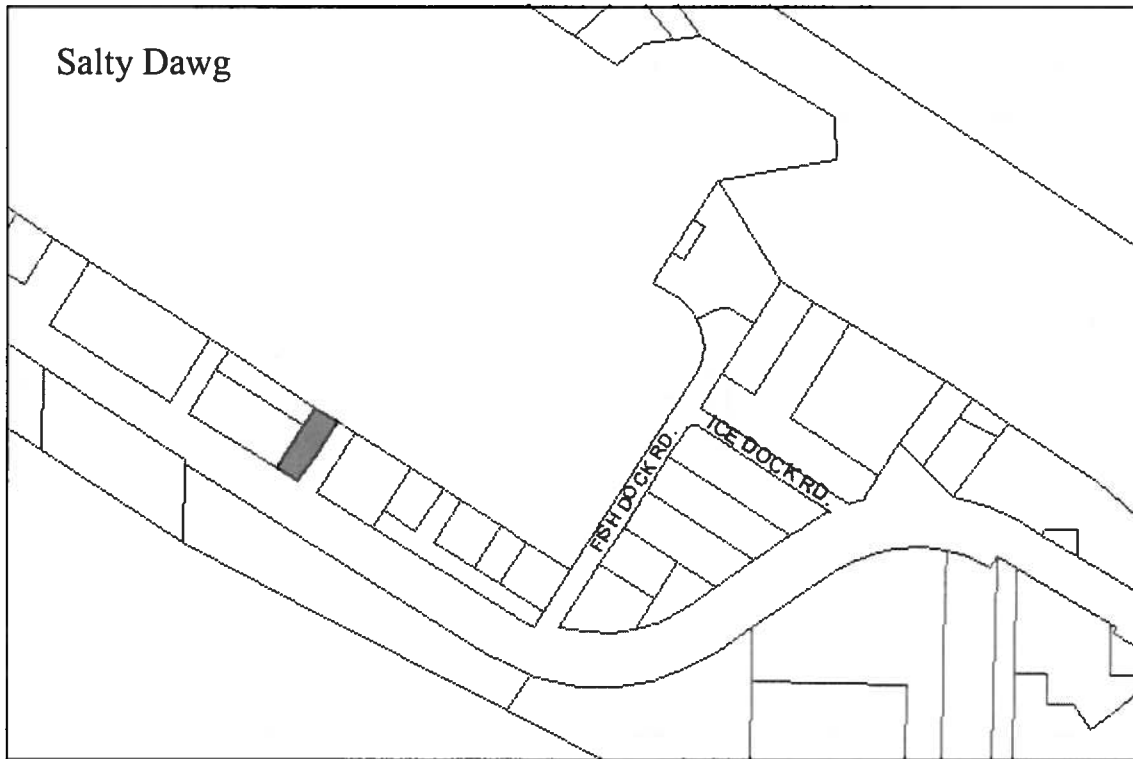
Wetlands: None

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 Commercial

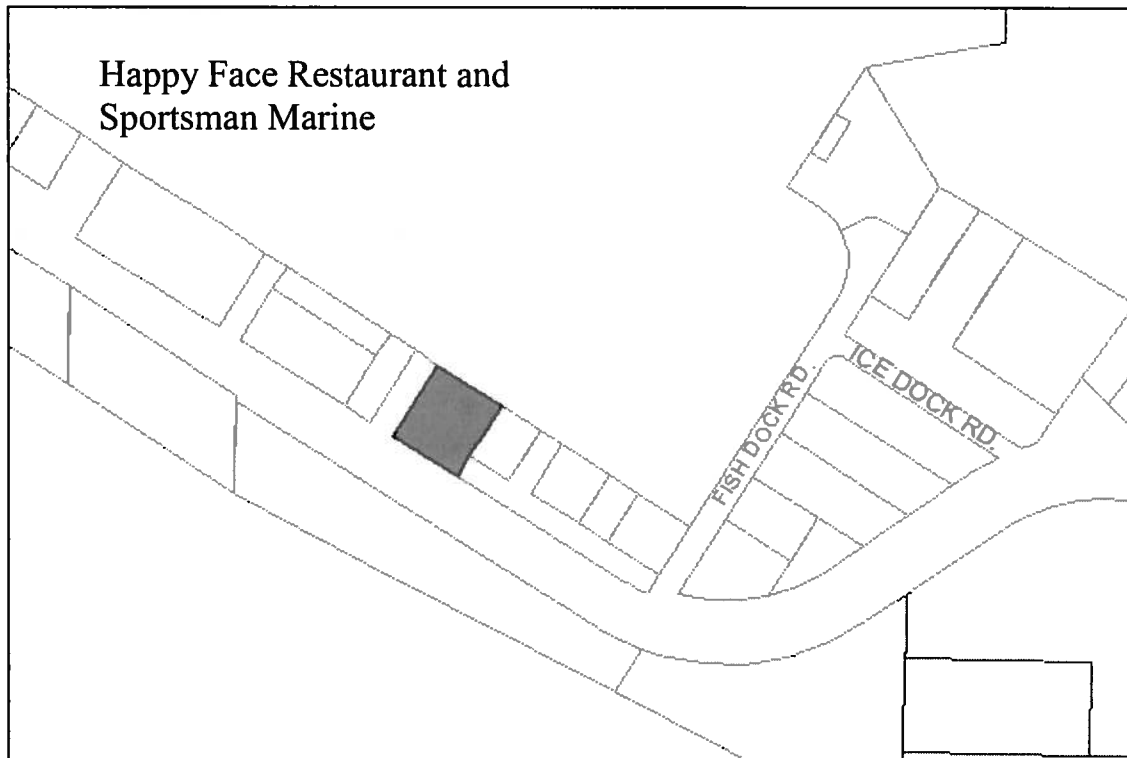
Wetlands: N/A

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 Commercial

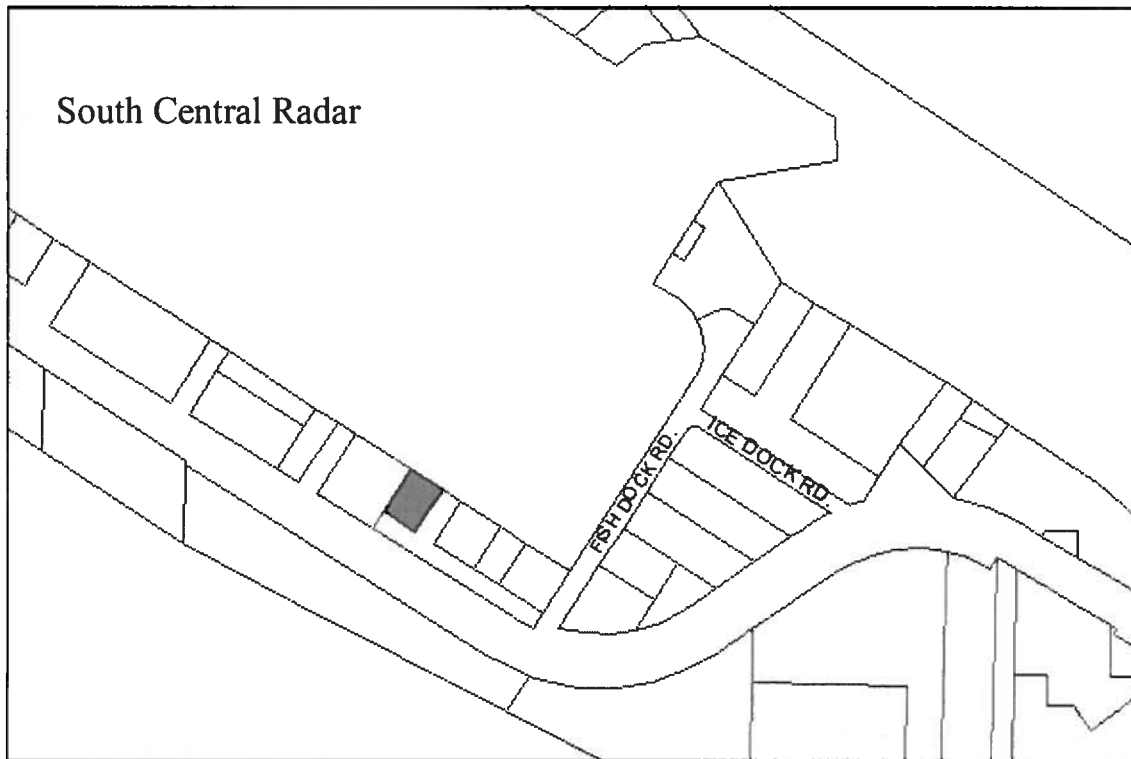
Wetlands: None

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 Commercial

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 Commercial

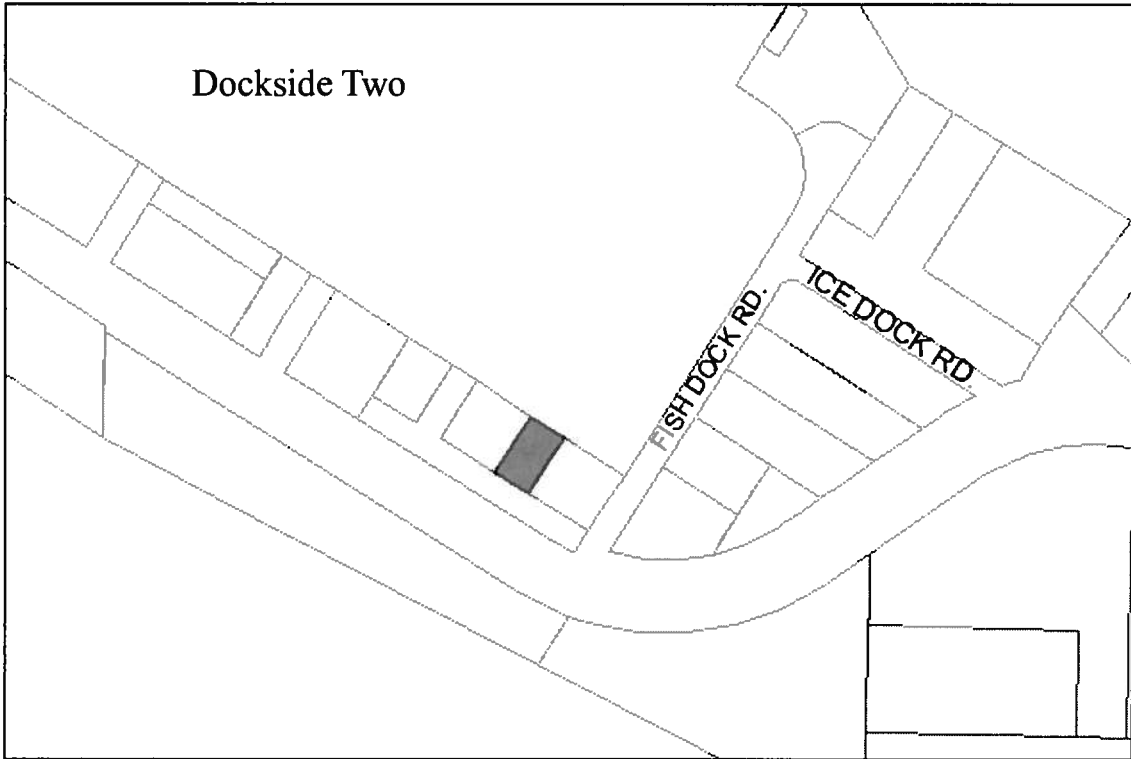
Wetlands: N/A

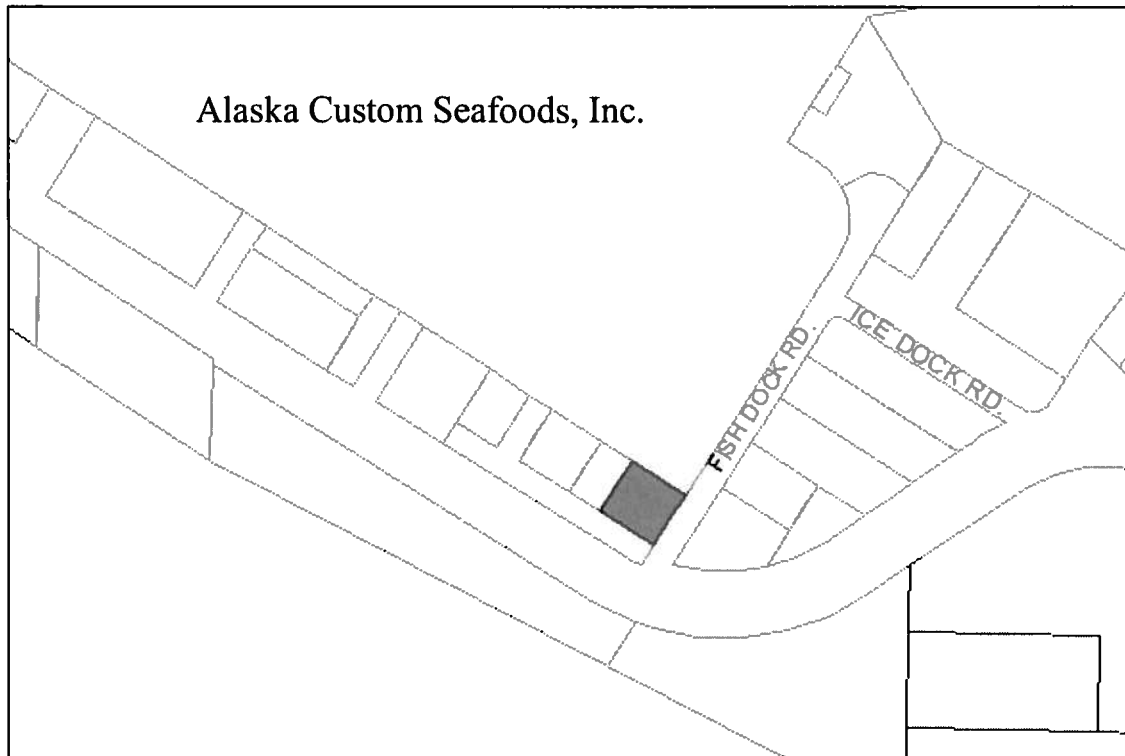
Infrastructure: Water, sewer, paved road access

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 Commercial	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 Commercial

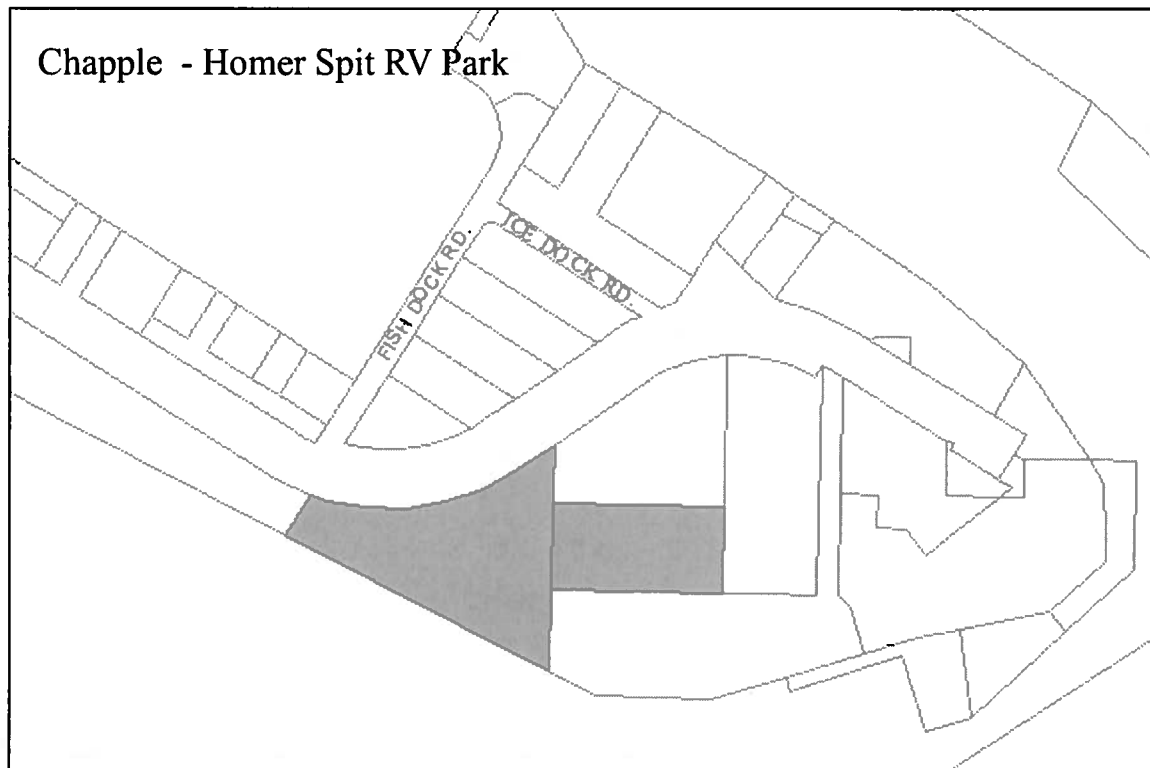
Wetlands: None

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:



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

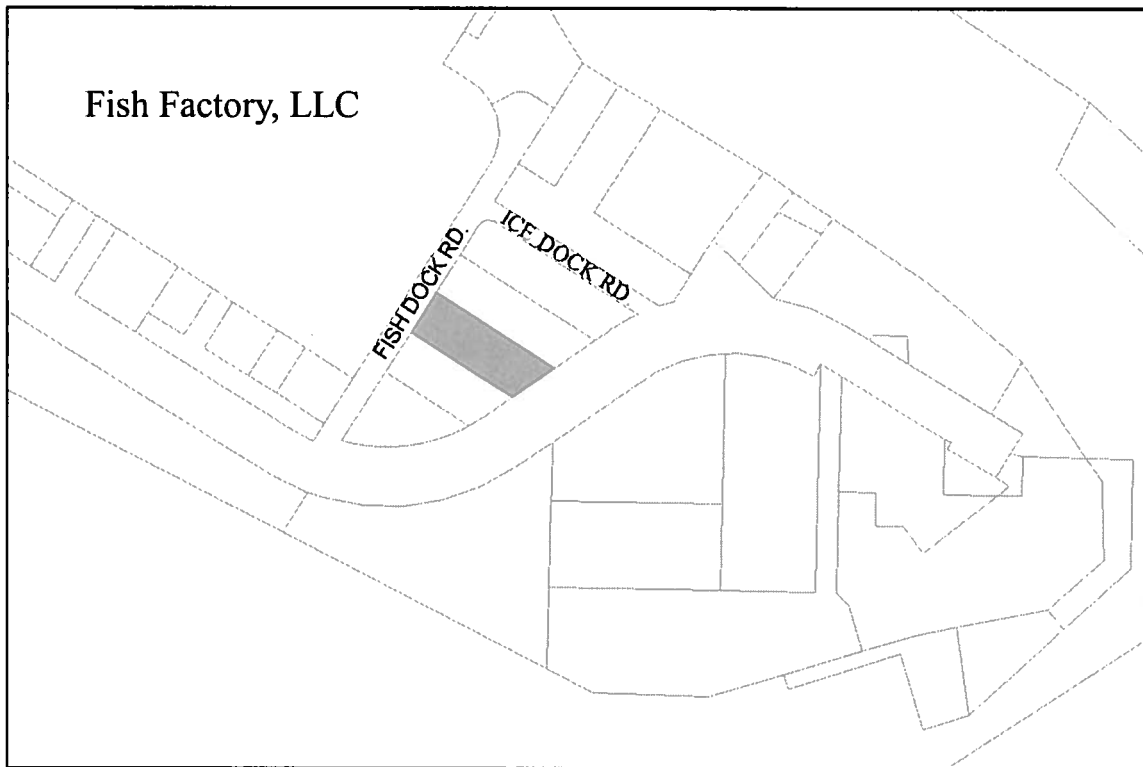
Wetlands: None

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

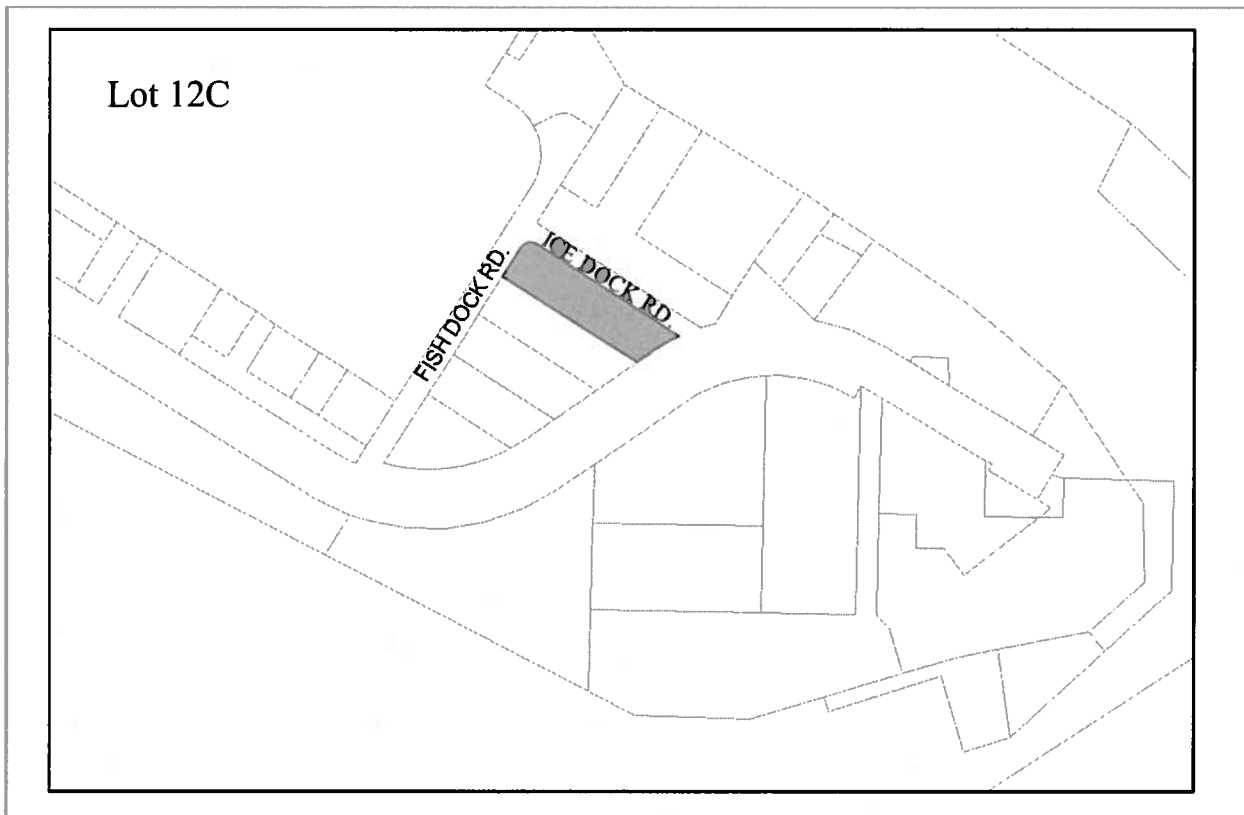
Wetlands: None

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

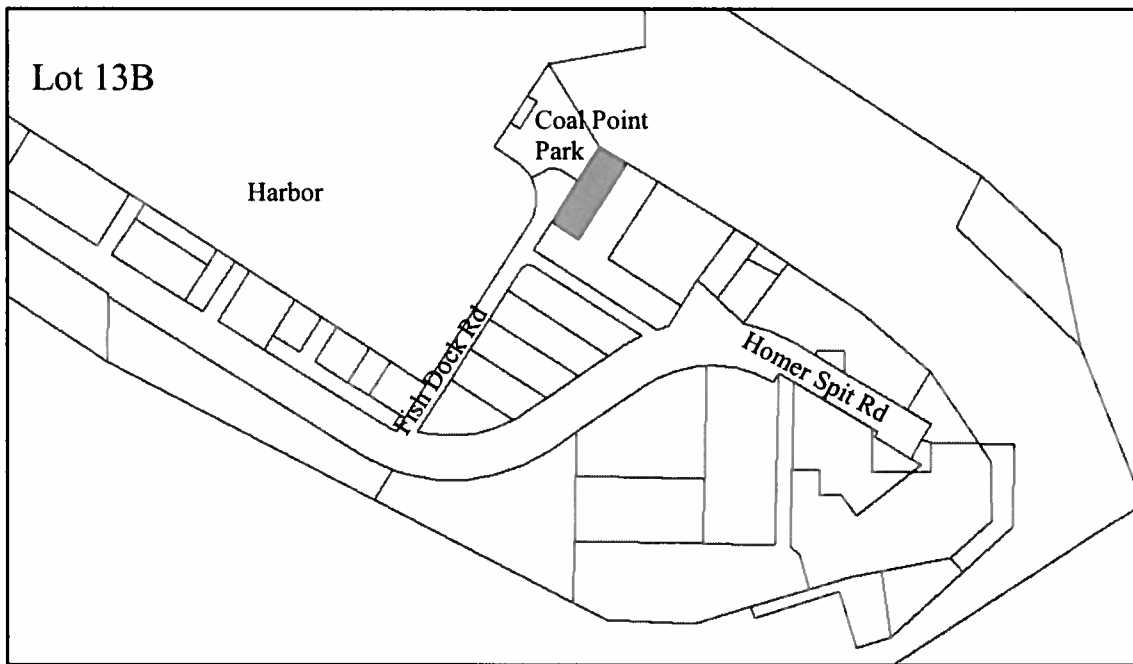
Address: 4501 Ice Dock Road

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

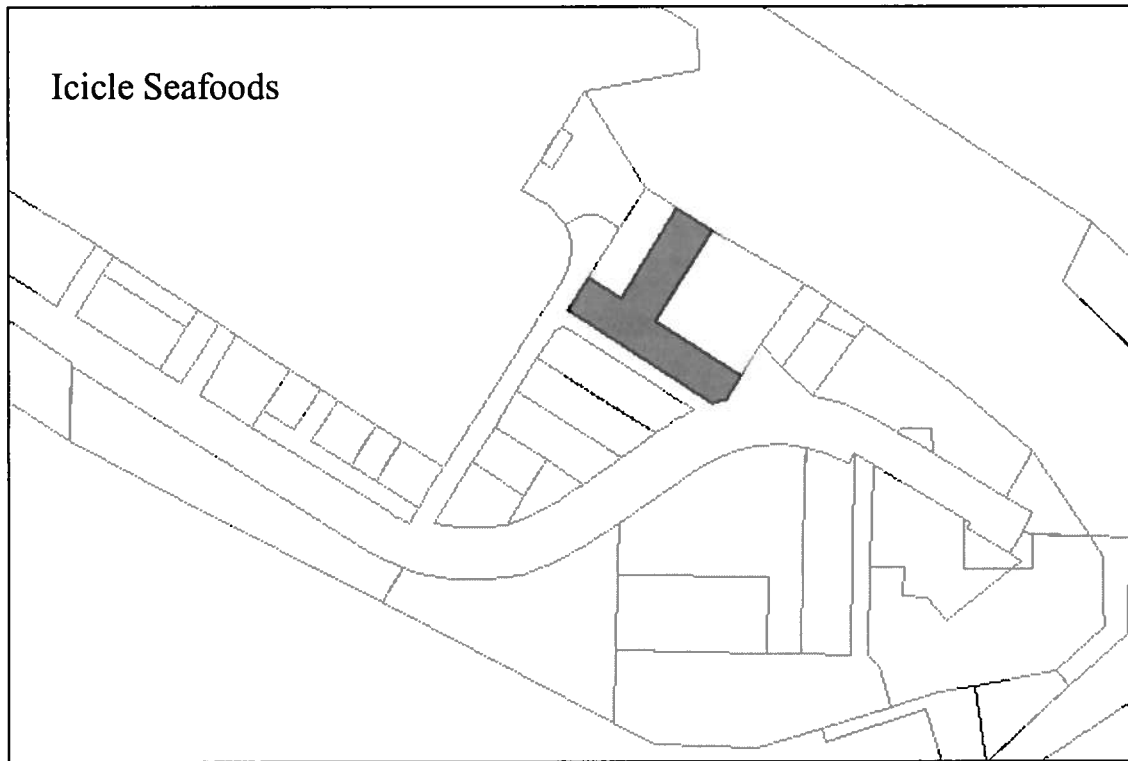
Infrastructure: Water, sewer, paved/gravel road access

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

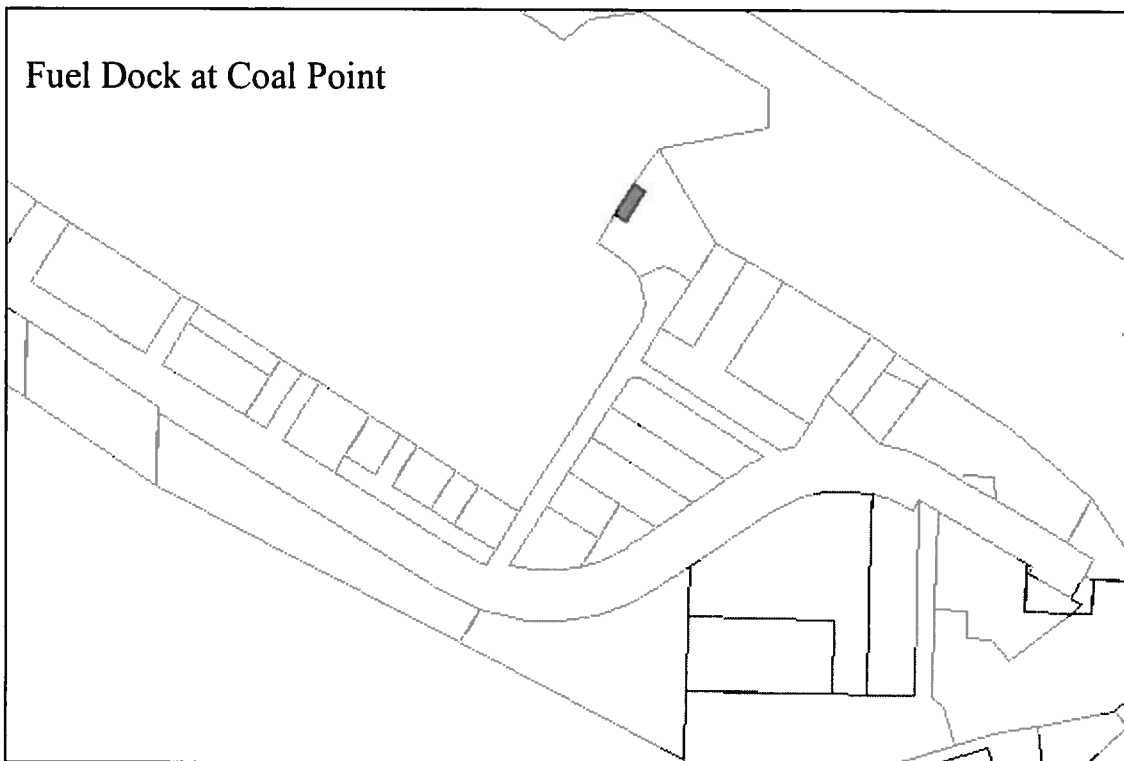
Wetlands: N/A

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:



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

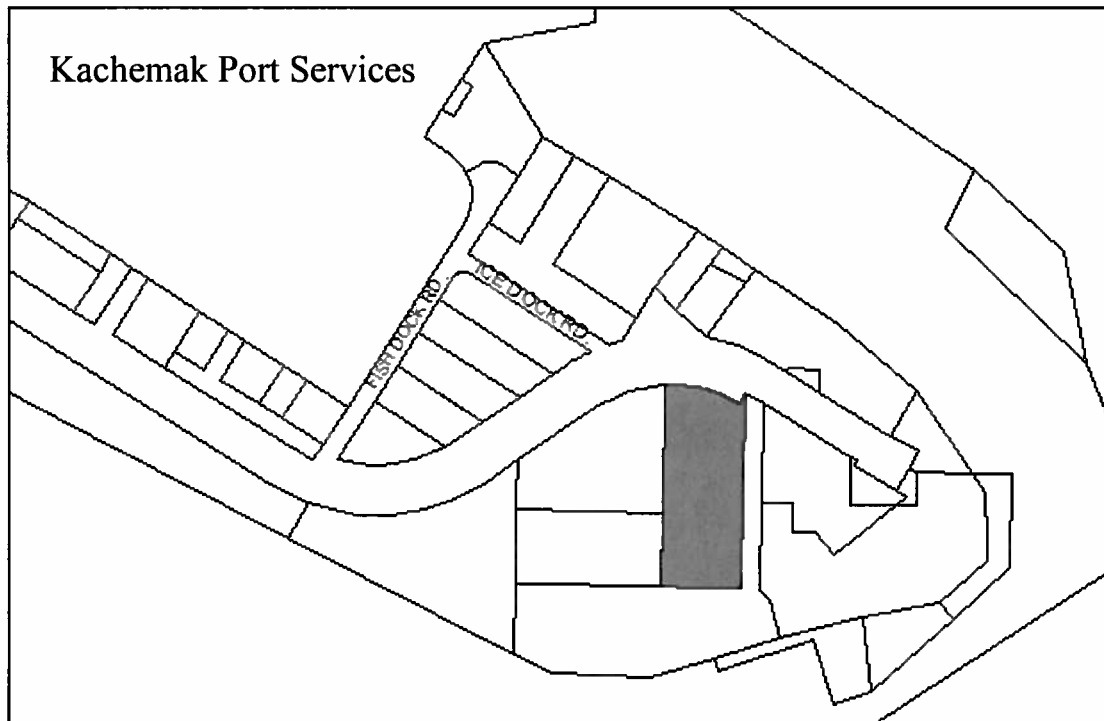
Wetlands: None

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.

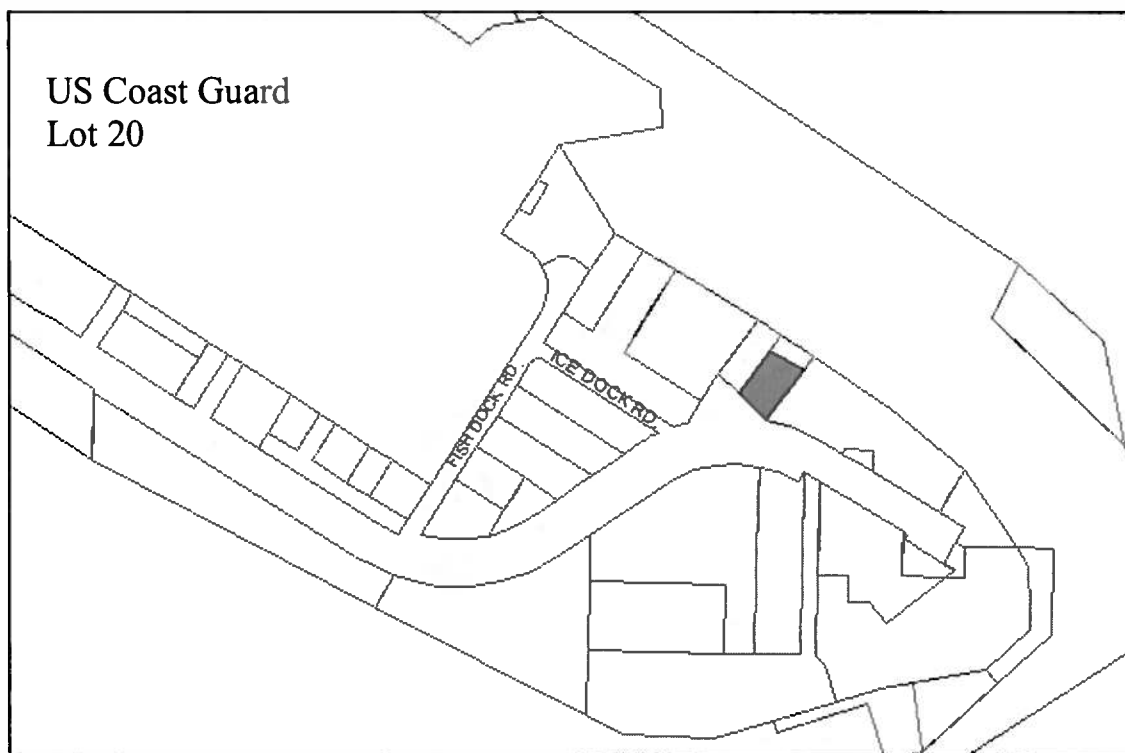
Resolution 09-66, lease renewal, lease expires 7/31/14, with two one year options.

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

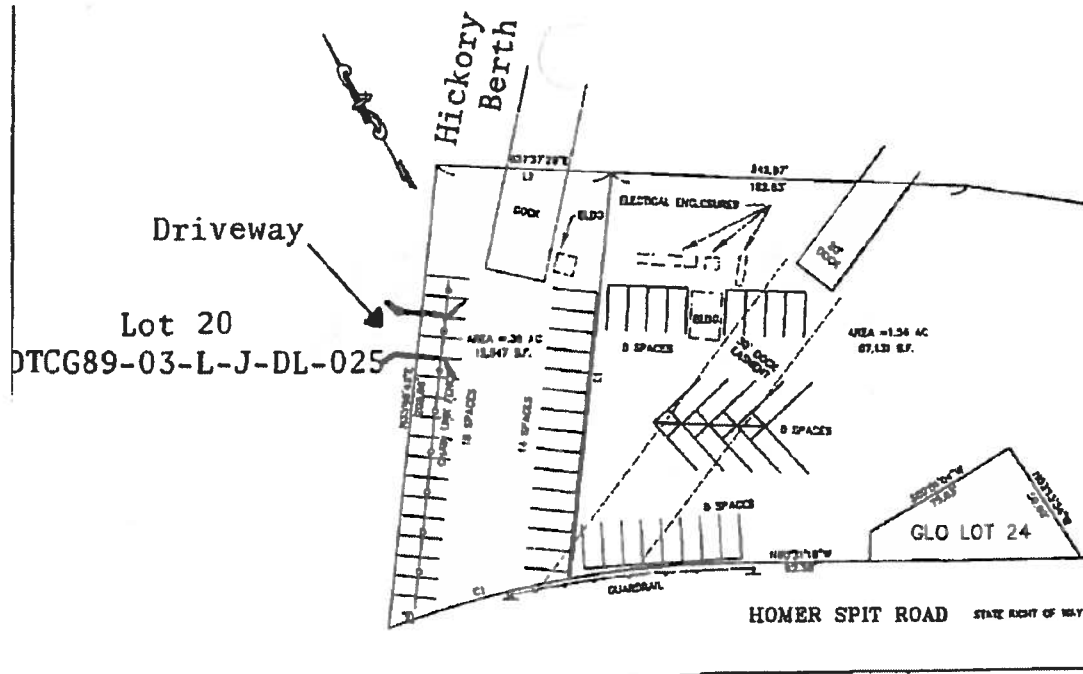
Infrastructure: Water, sewer, paved road access

Address: 4688 Homer Spit Road

Leased to: US Coast Guard.
 Lease expires September 30, 2023

Finance Dept. Code:

Hickory Lease

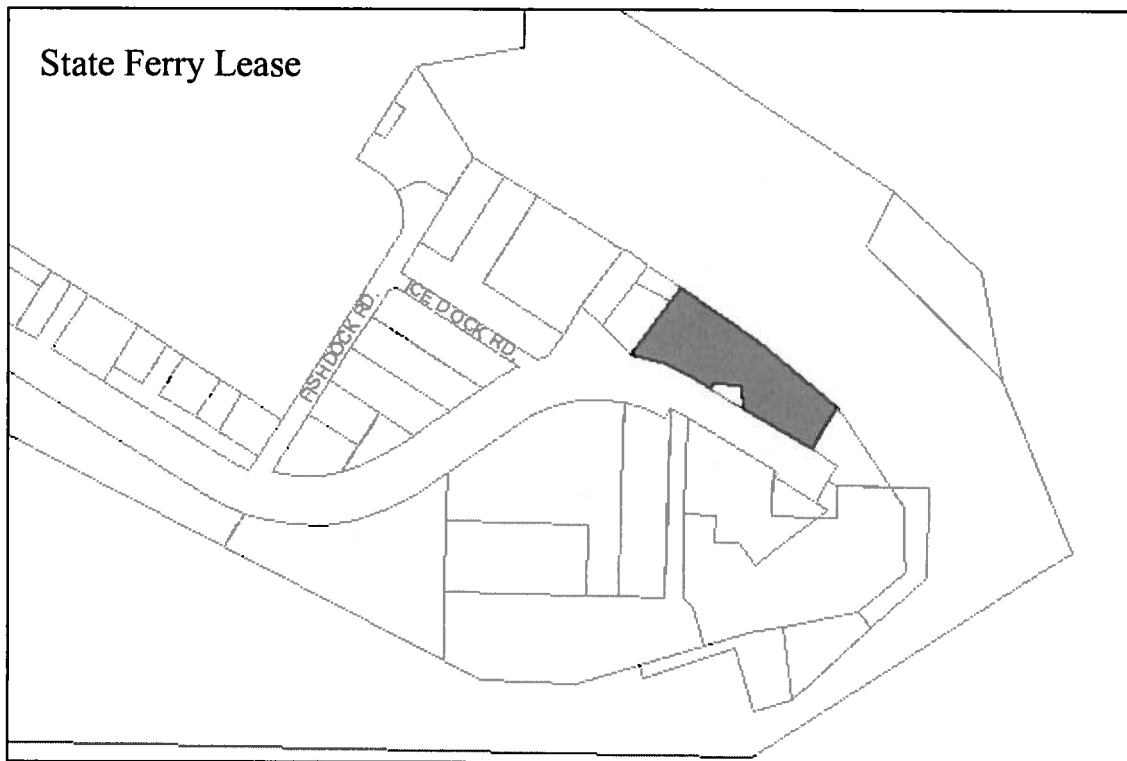


See page B-25. This lease is a portion of the Pioneer Dock.

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.

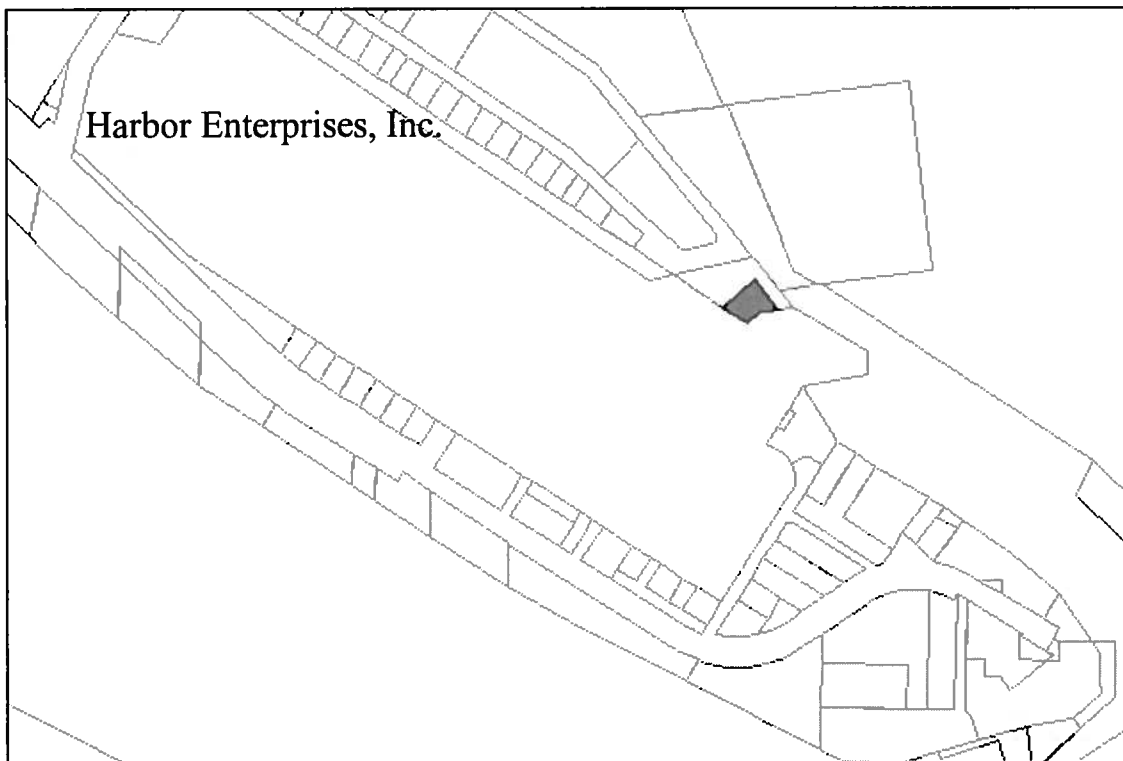
Address: 4690 Homer Spit Road

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

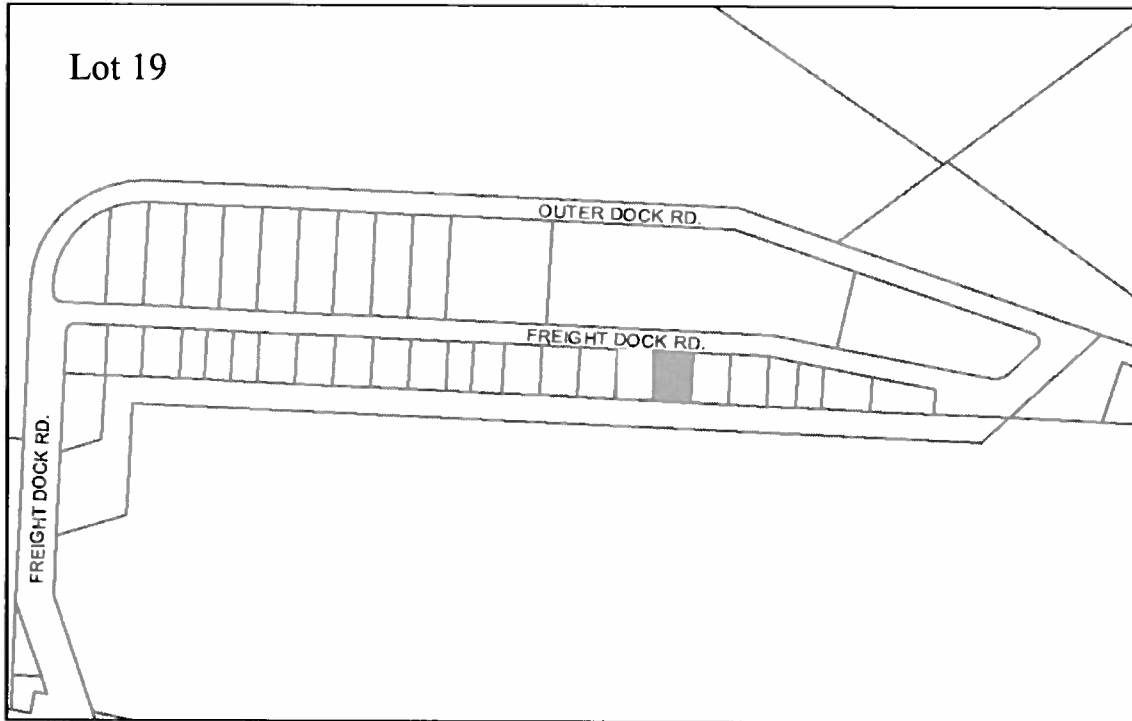
Infrastructure: Paved road, water and sewer.

Address: 4607 Freight Dock Road

Leased to: Harbor Enterprises/Terminal Oil Sales

Expiration: 12/1/2018 no options left.

Finance Dept. Code:

**Designated Use:** Lease (Resolution 09-33)**Acquisition History:****Area:** 0.96 acres, 0.32 acres**Parcel Number:** 181032 38**2012 Assessed Value:** \$105,000**Legal Description:** Homer Spit No 5 Lots 19**Zoning:** Marine Industrial**Wetlands:** N/A**Infrastructure:** paved road, water and sewer**Notes:** Leased to Fortune Sea LLC, 10 year lease expires 4/30/2023**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.

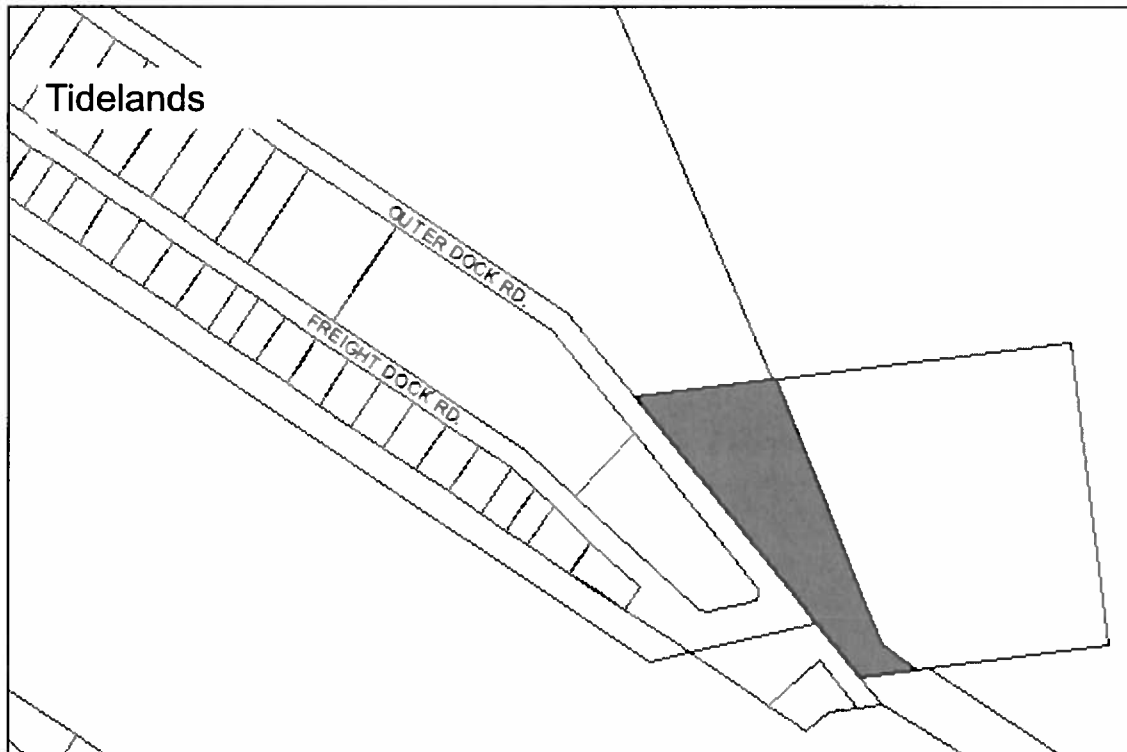
17528001 HM0770064 T06S R14W S30 ALASKA TIDELANDS SURVEY NO 612 POR SEC 23 24 & POR SEC 19 & 30. 1641.24 acres. Assessed Value: \$83,400. City Granted Title 1977 under Preference Right effective 1/3/59 Ord 84-25 Annexed by City.

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

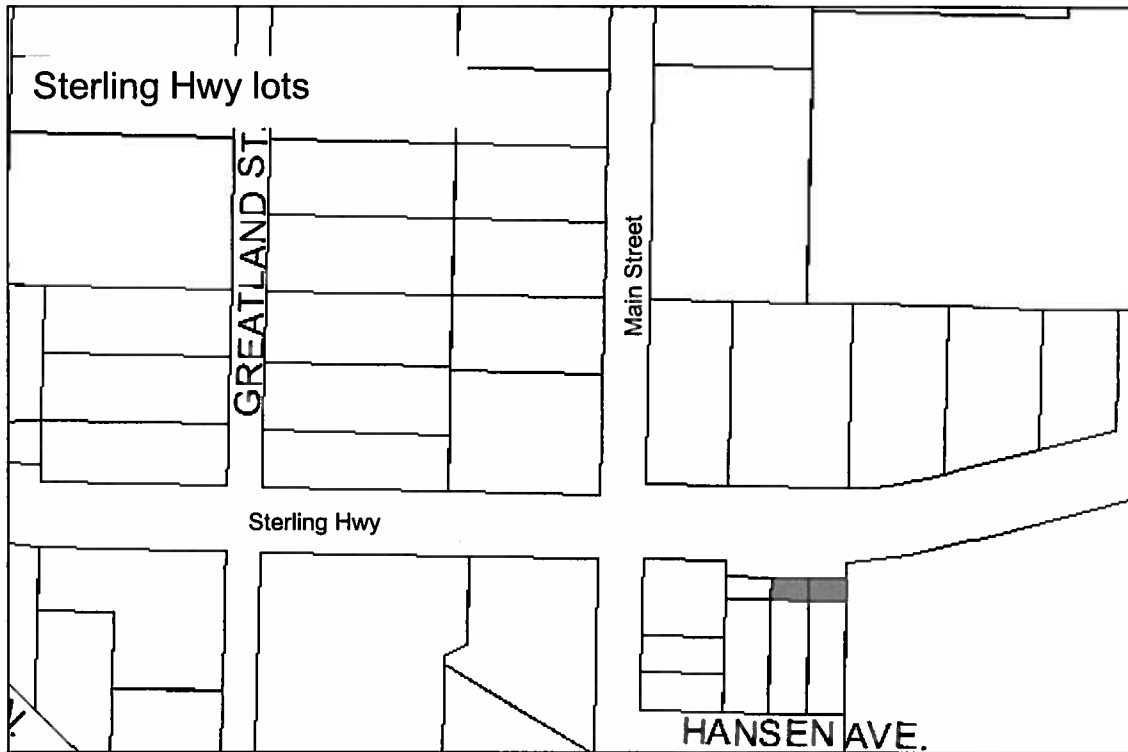
Zoning: Not zoned

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*

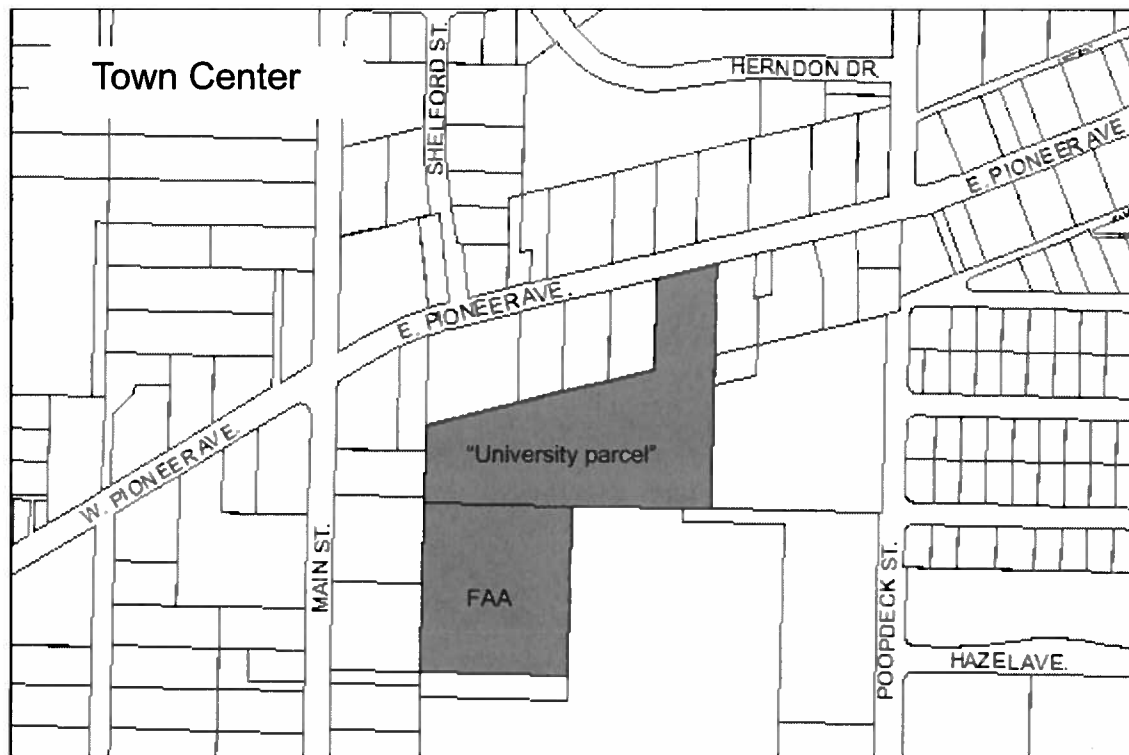
Zoning: Central Business District

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

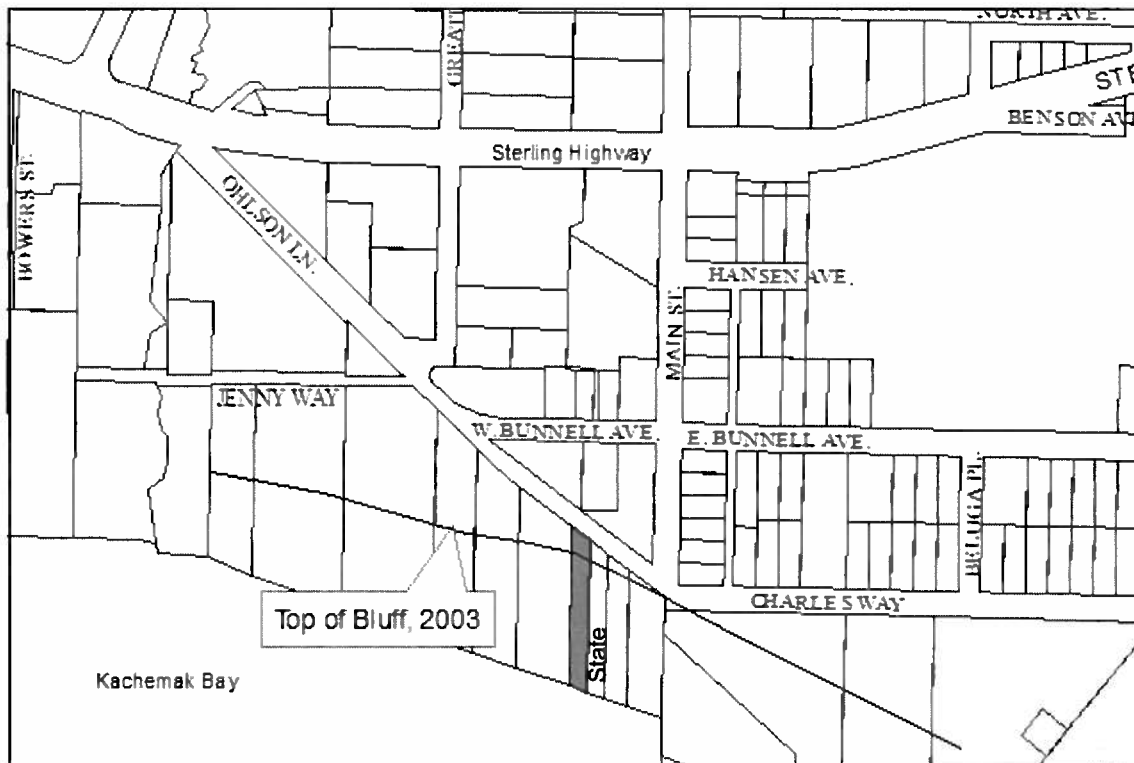
Legal Description: Homer FAA Site Sub Tract 38A, UA lot: Portion of Nils O Svedlund Sub lot 7 tract B, long legal.

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

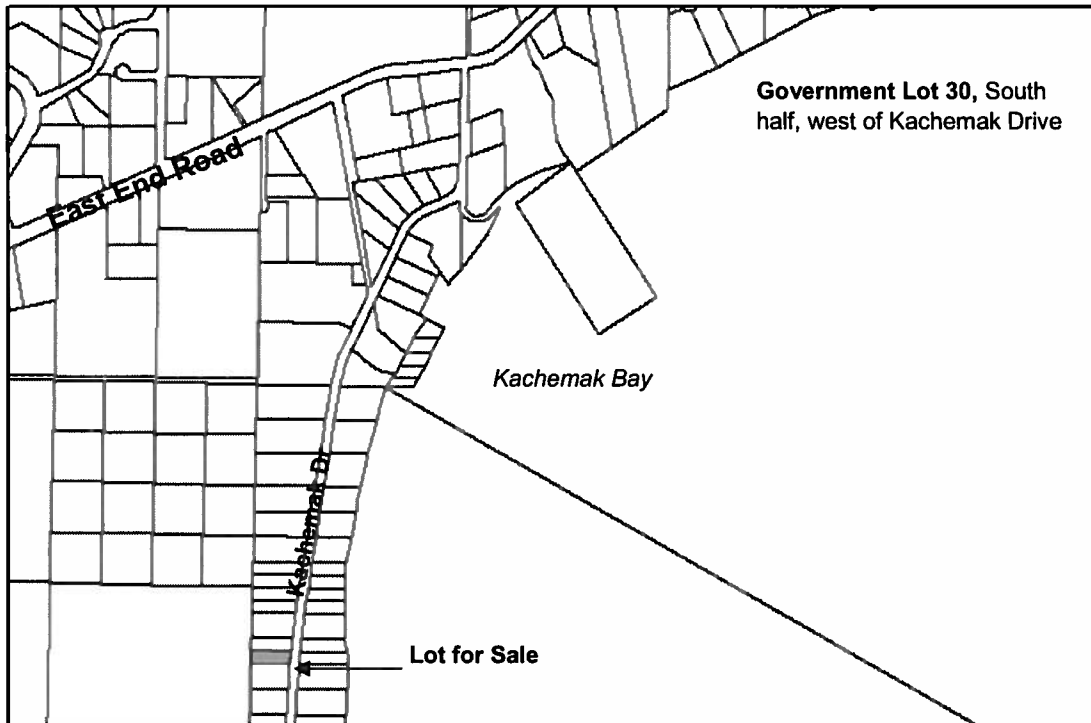
Zoning: General Commercial 2

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

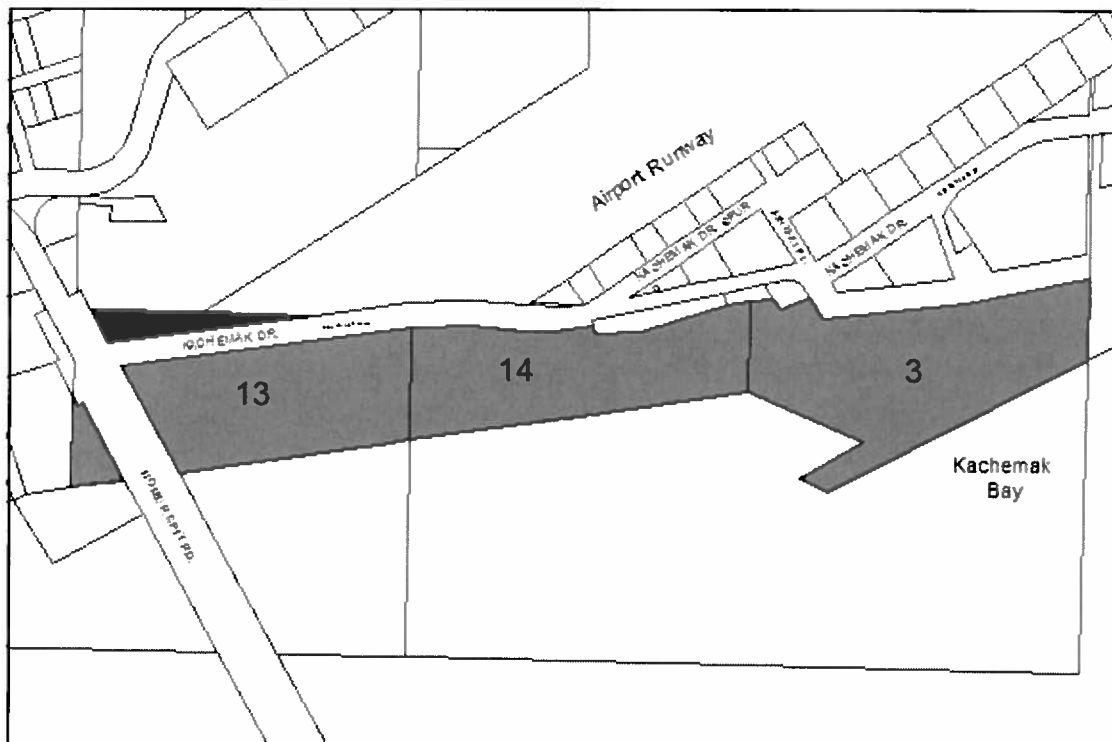
Zoning: Rural Residential

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

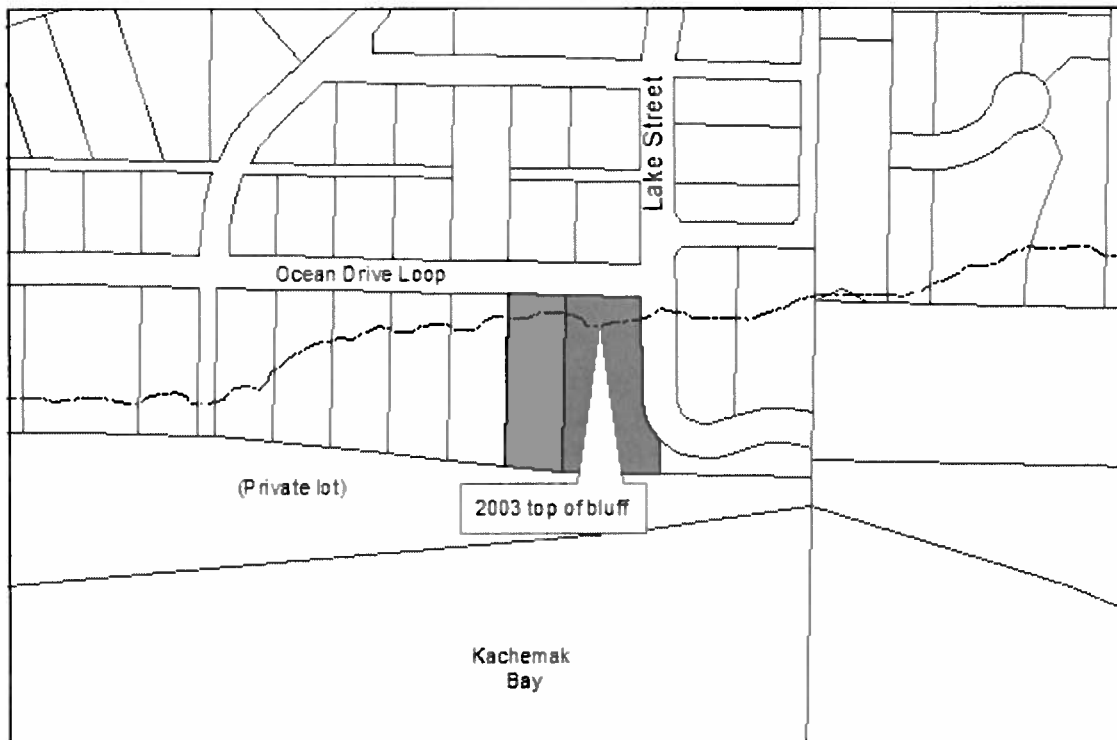
Wetlands: Coastal wetlands and critical habitat. Flood Hazard area.

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.

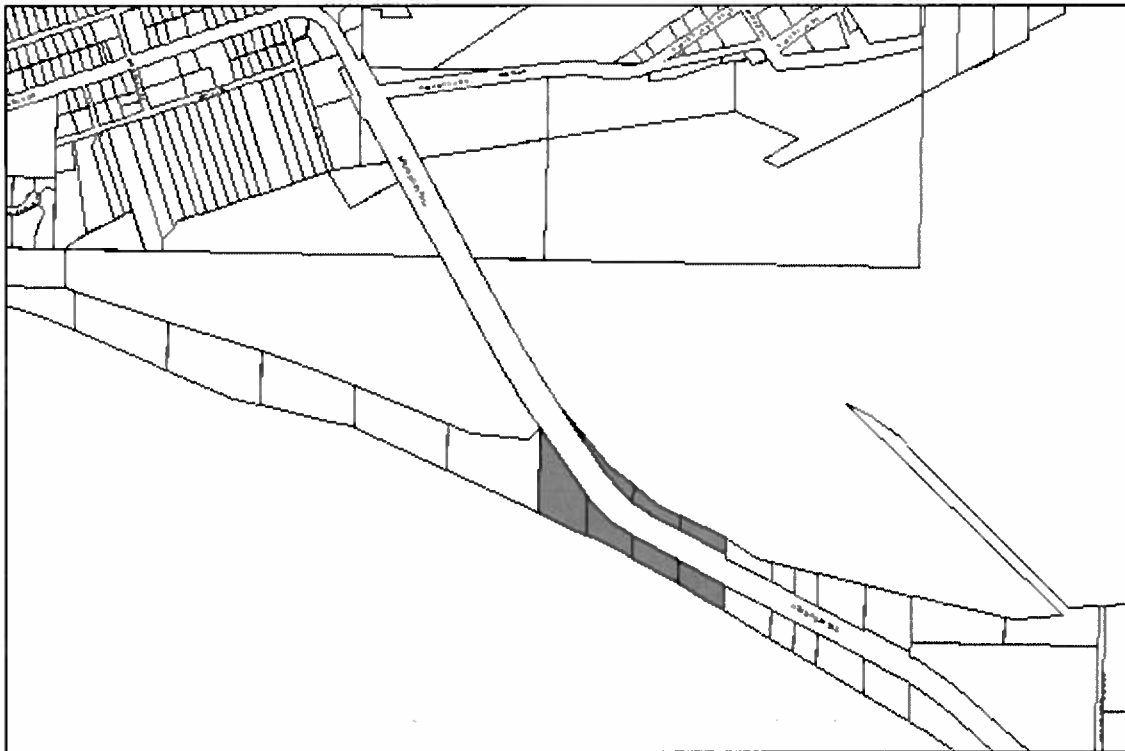
Infrastructure: Gravel road, water and sewer, seawall.

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

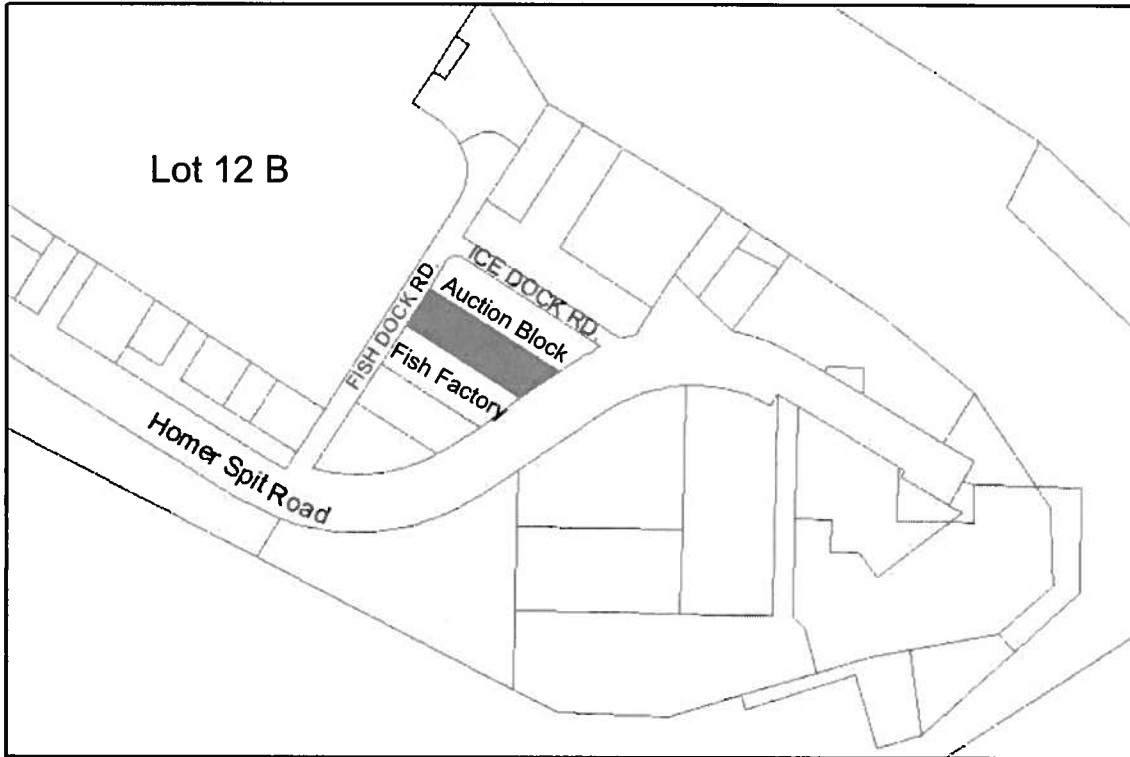
Zoning: N of Homer Spit Rd: Marine Industrial.
 S of road, Open Space Recreation

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

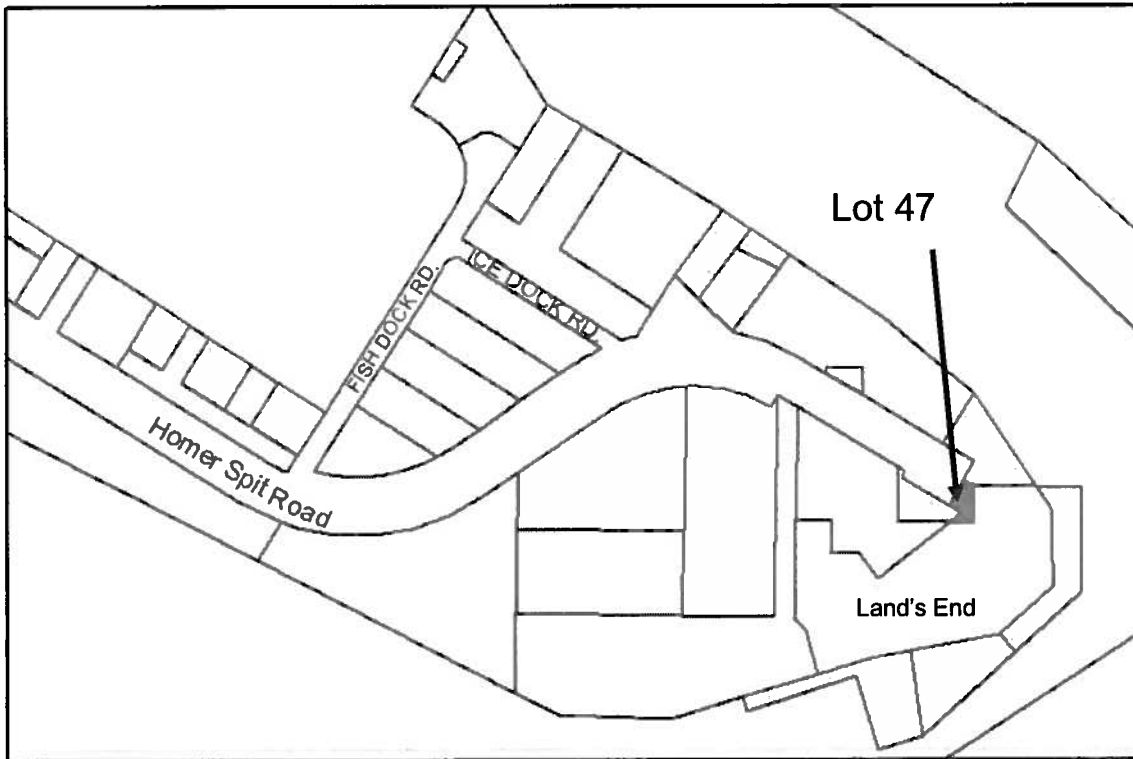
Address:

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

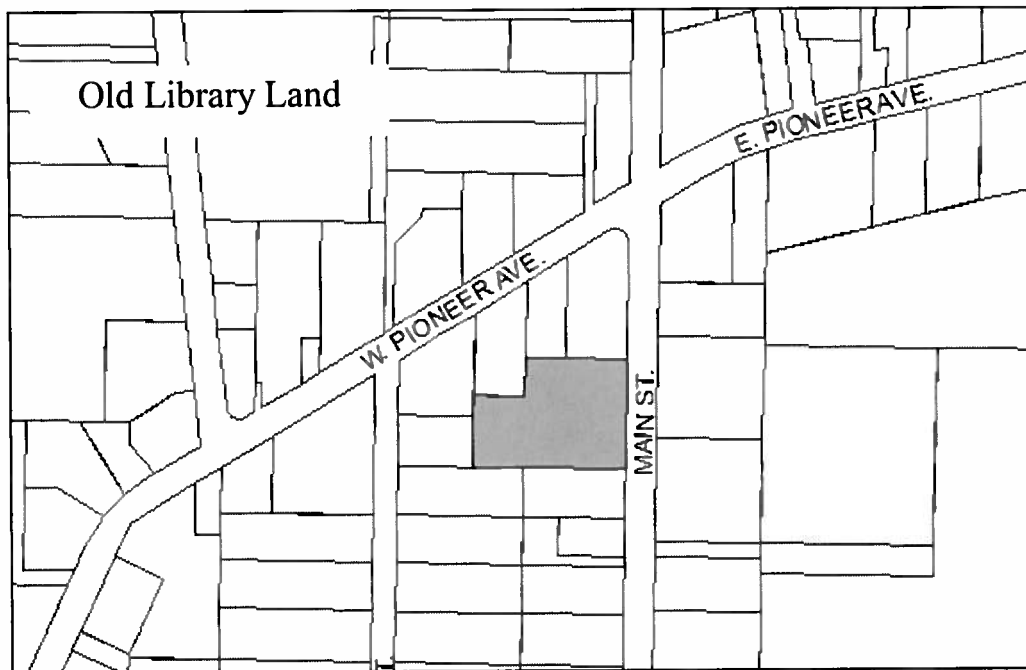
Notes:

In the process of selling to Lands End, spring 2014

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

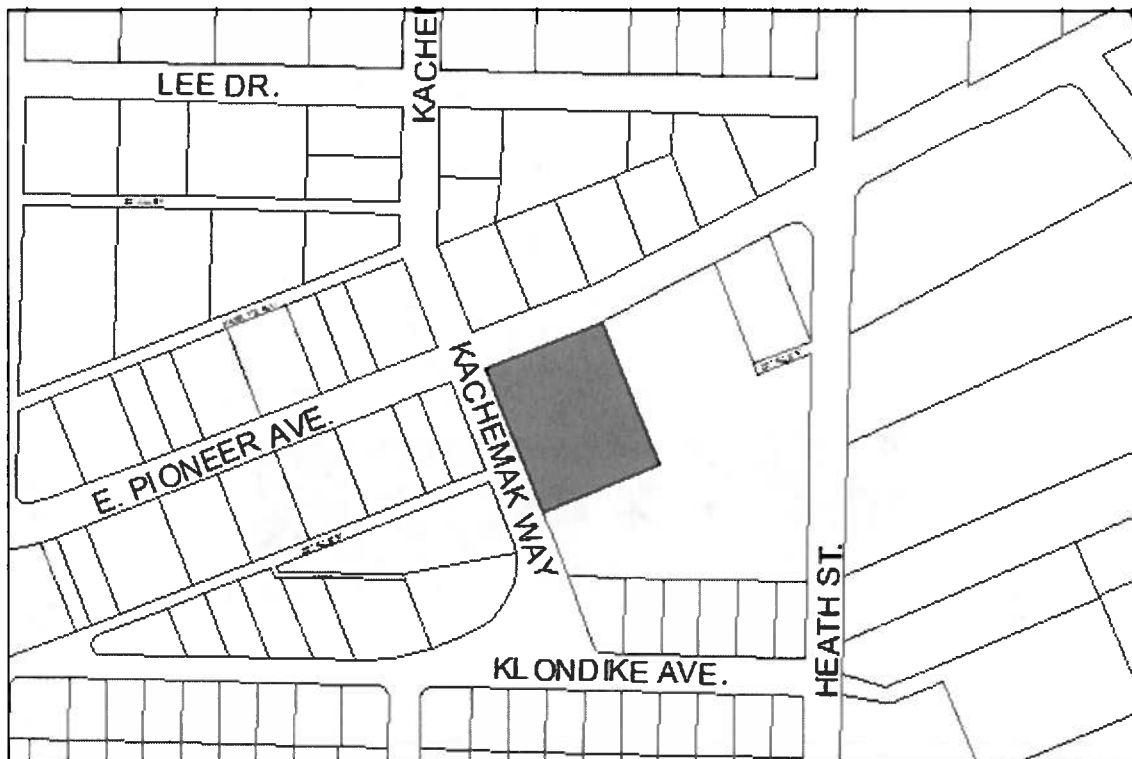
Notes: This land was formerly part of the old library site. The library building was subdivided onto its own lot, and sold. This lot was put up for sale but did not receive any bids. Minimum bid in late 2007 was set at \$462,500.

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

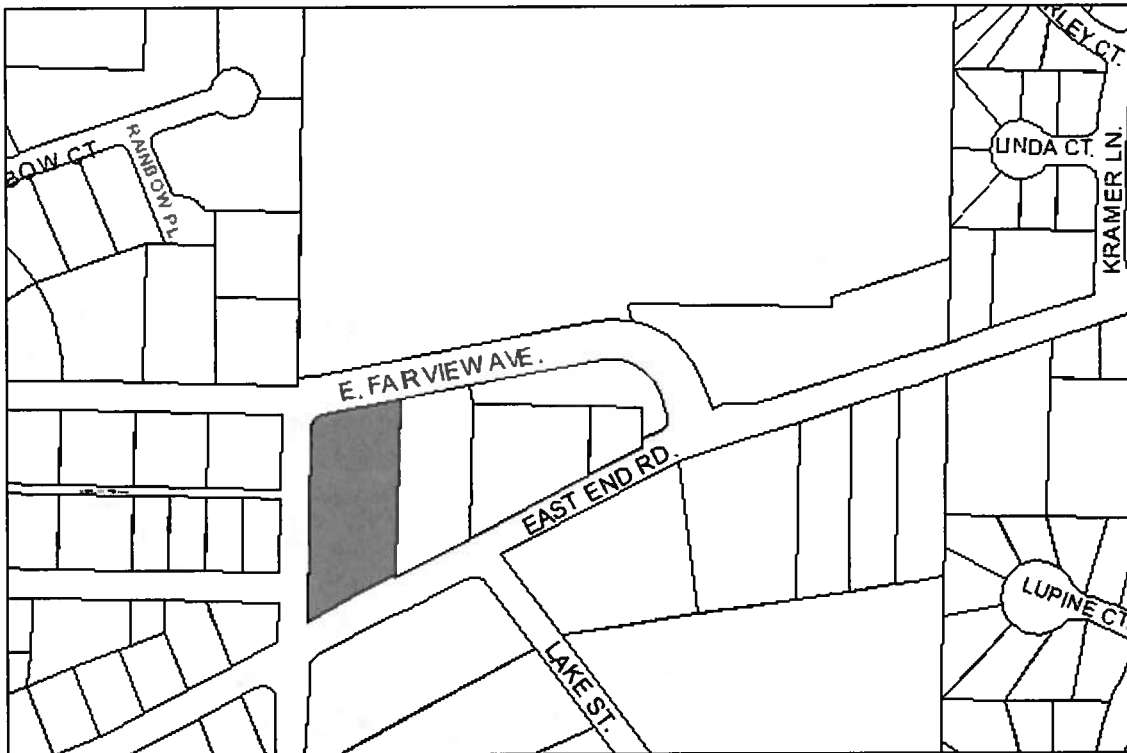
Zoning: Central Business District

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 1-B

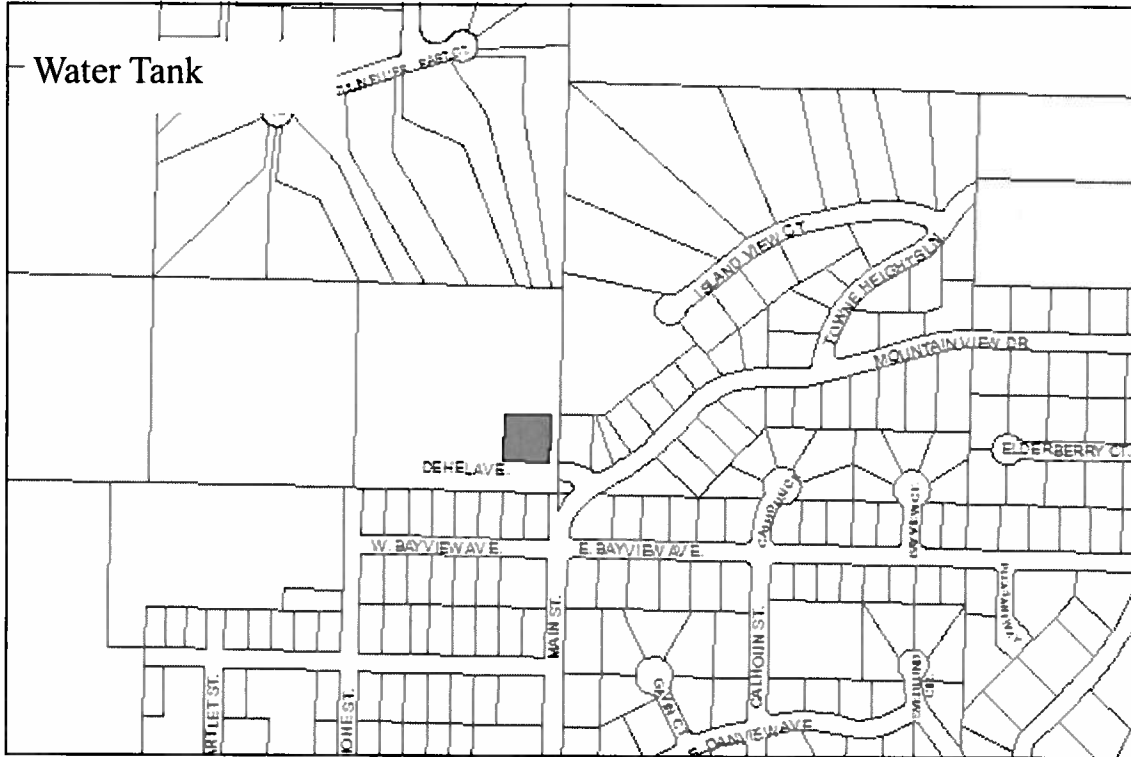
Zoning: Central Business District

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

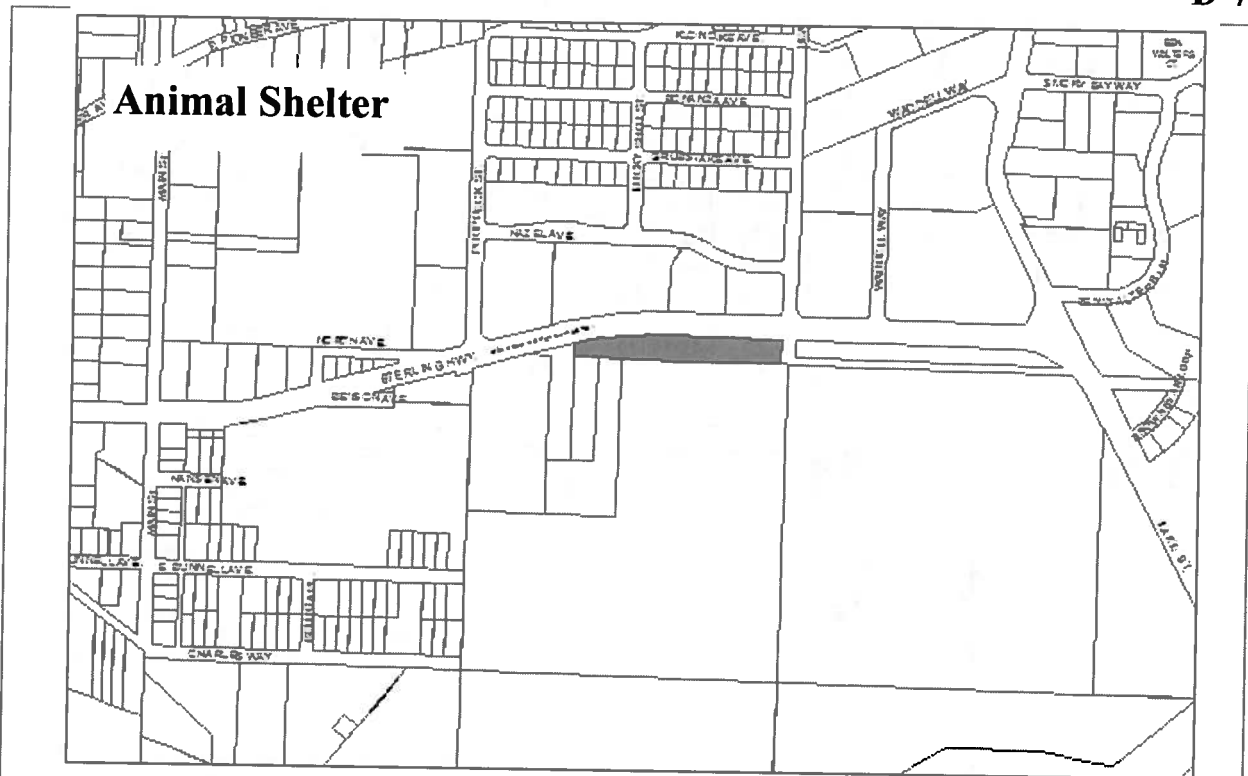
Zoning: Rural Residential

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

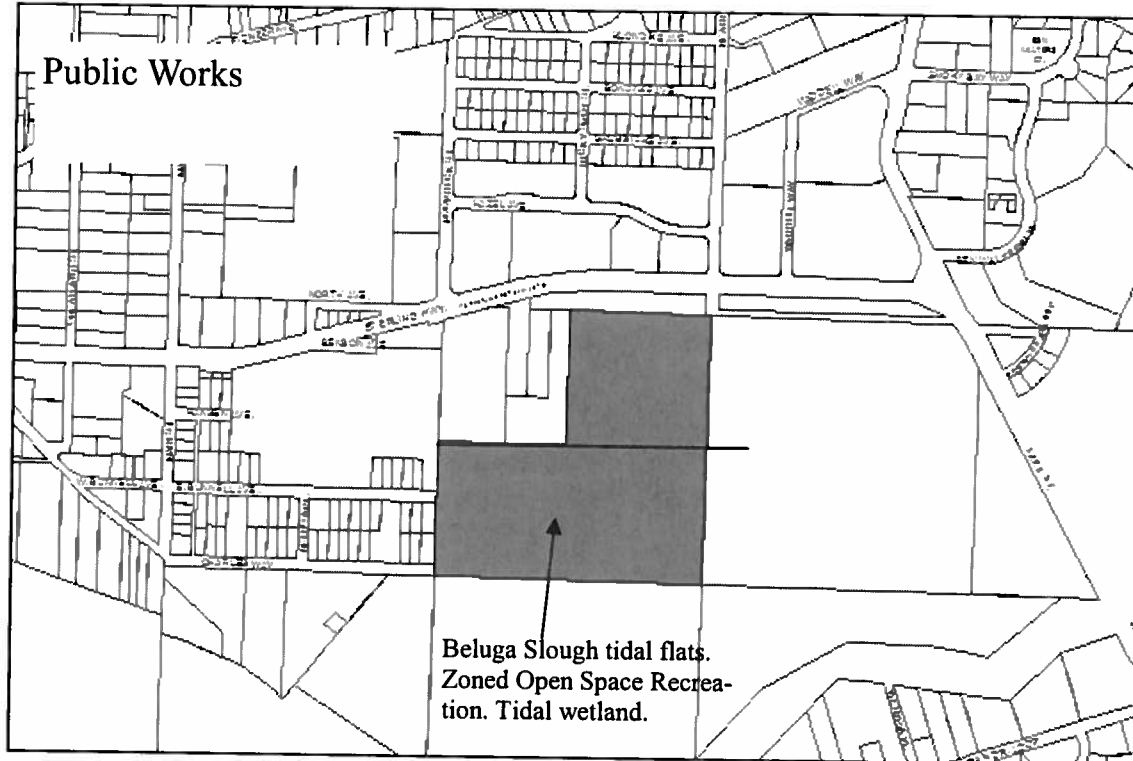
Wetlands: N/A

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: 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

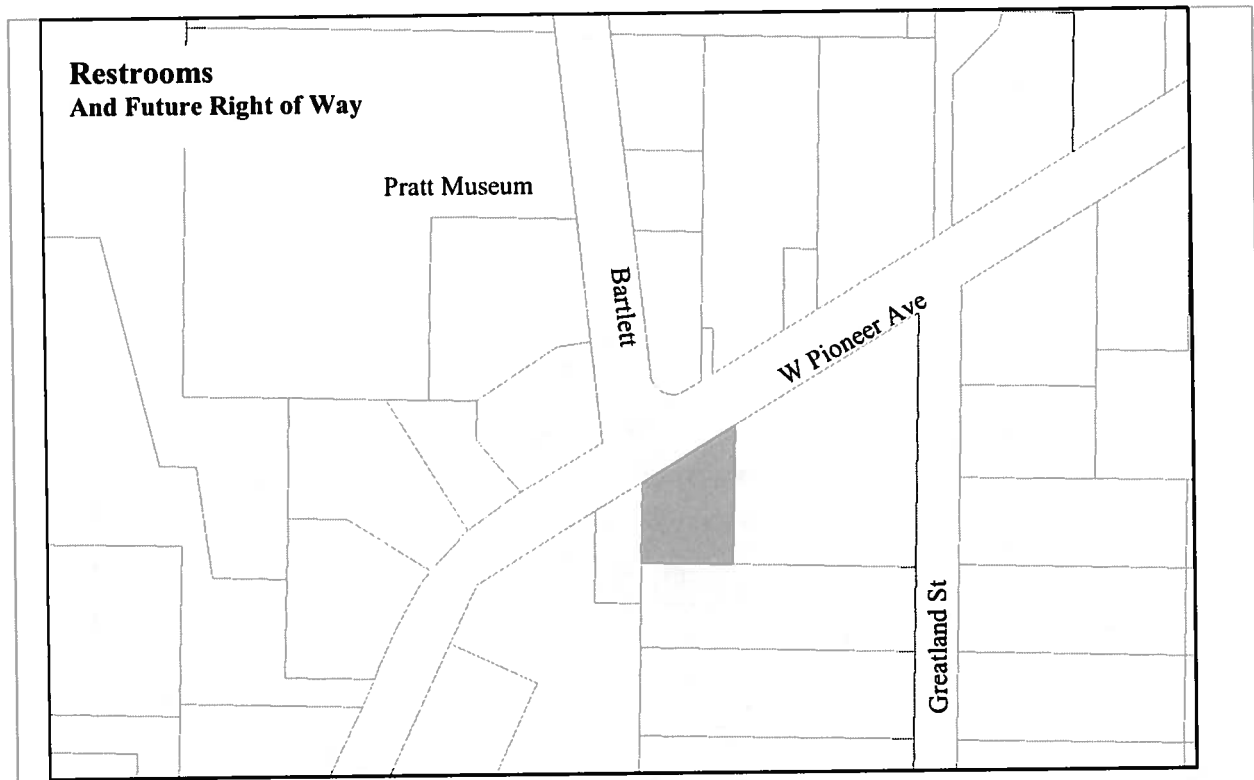
Wetlands: Yes

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

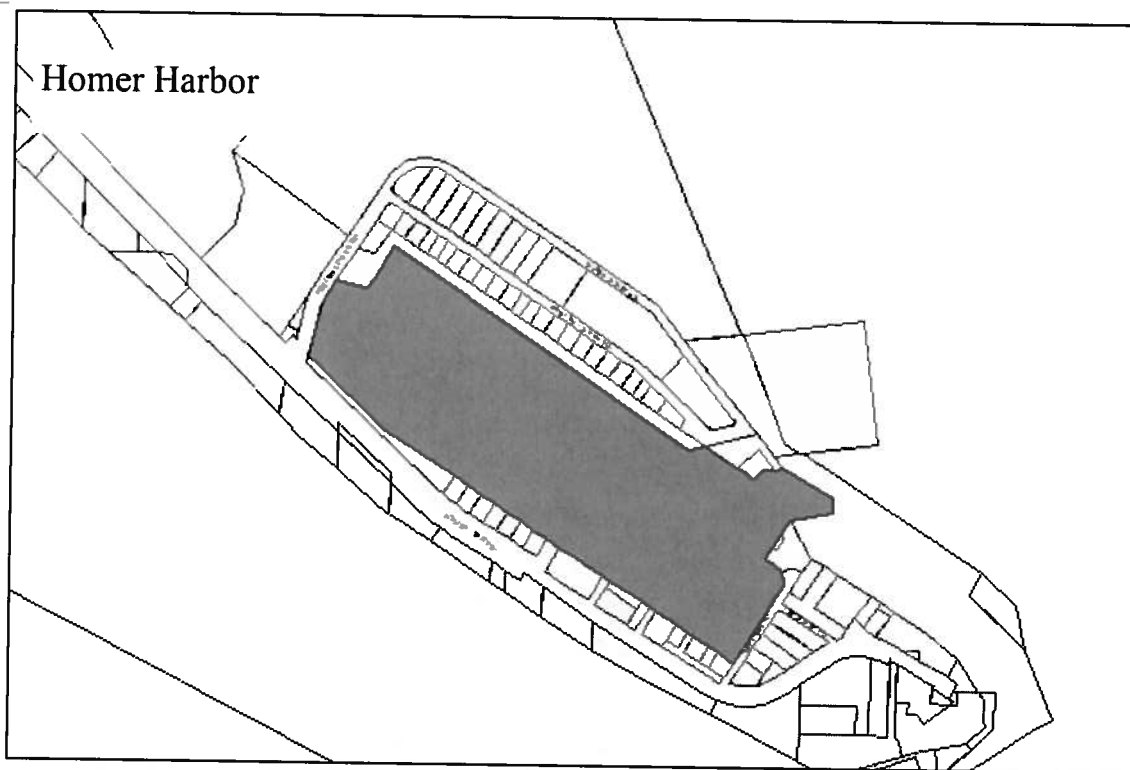
Wetlands: Yes

Infrastructure: Paved Road, water and sewer

Notes:

Public restroom constructed 2013-2014
 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

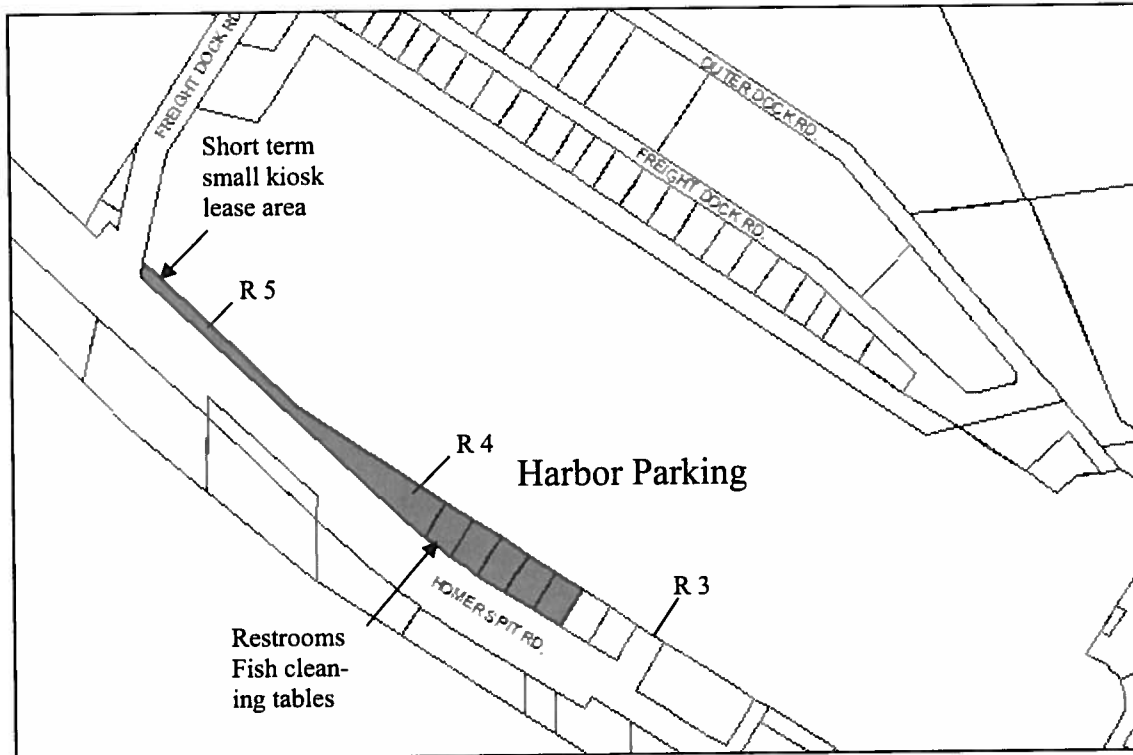
Zoning: Marine Commercial

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

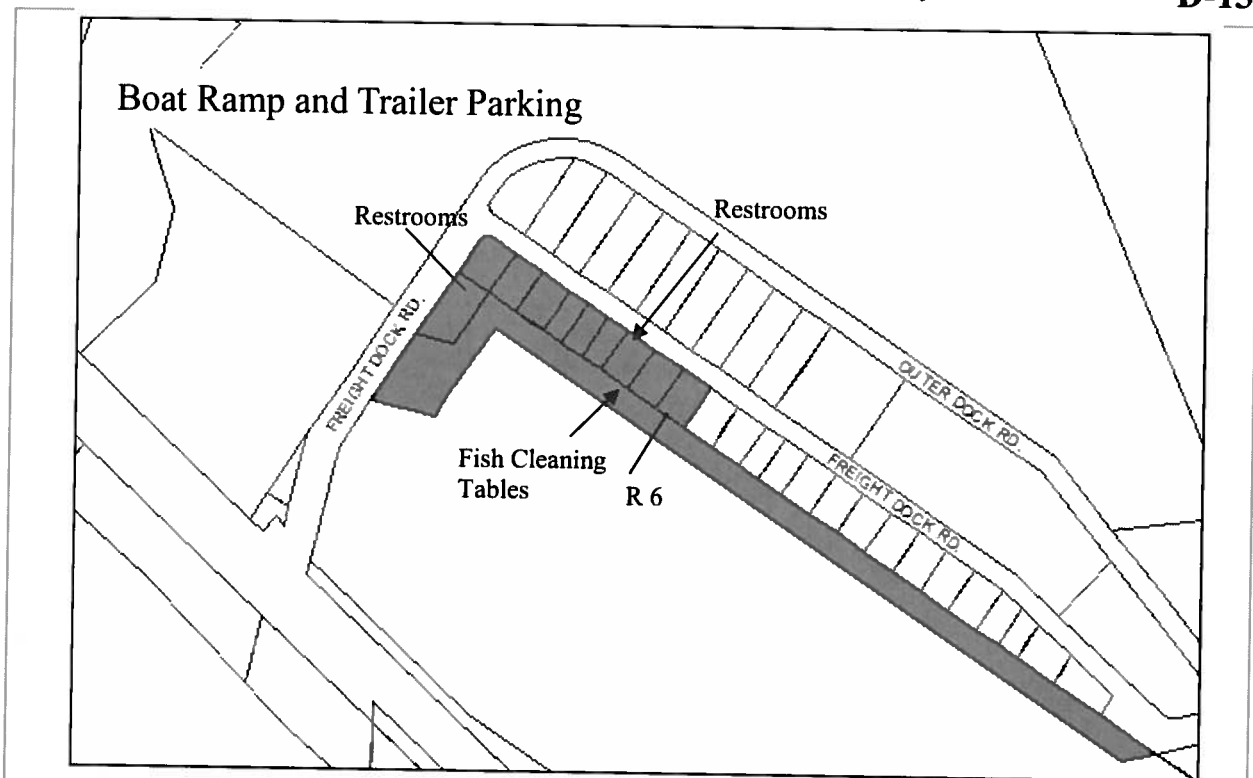
Zoning: Marine Commercial

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

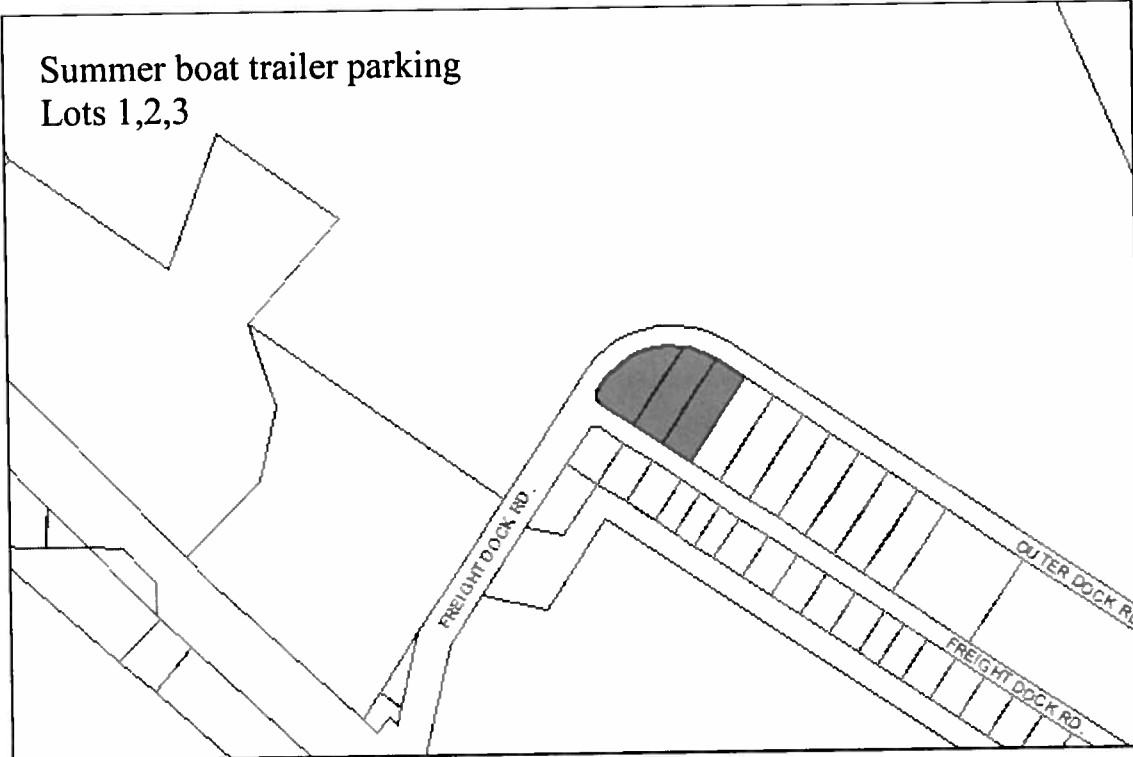
Wetlands: N/A

Infrastructure: paved road, 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

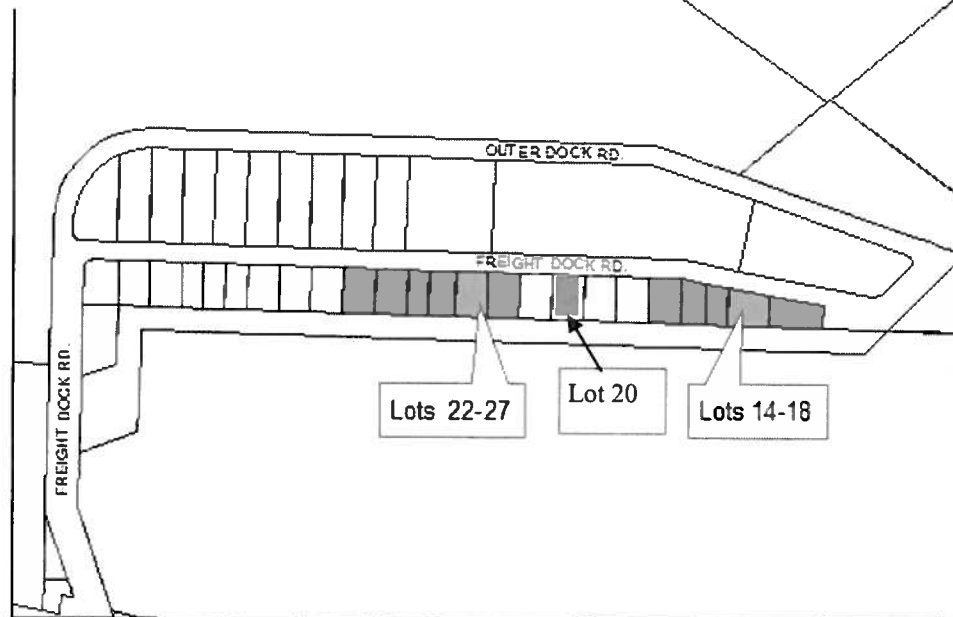
Wetlands: N/A

Infrastructure: paved road, water and sewer, Barge ramp

Notes:

Finance Dept. Code:

Port Use Lots 14-27

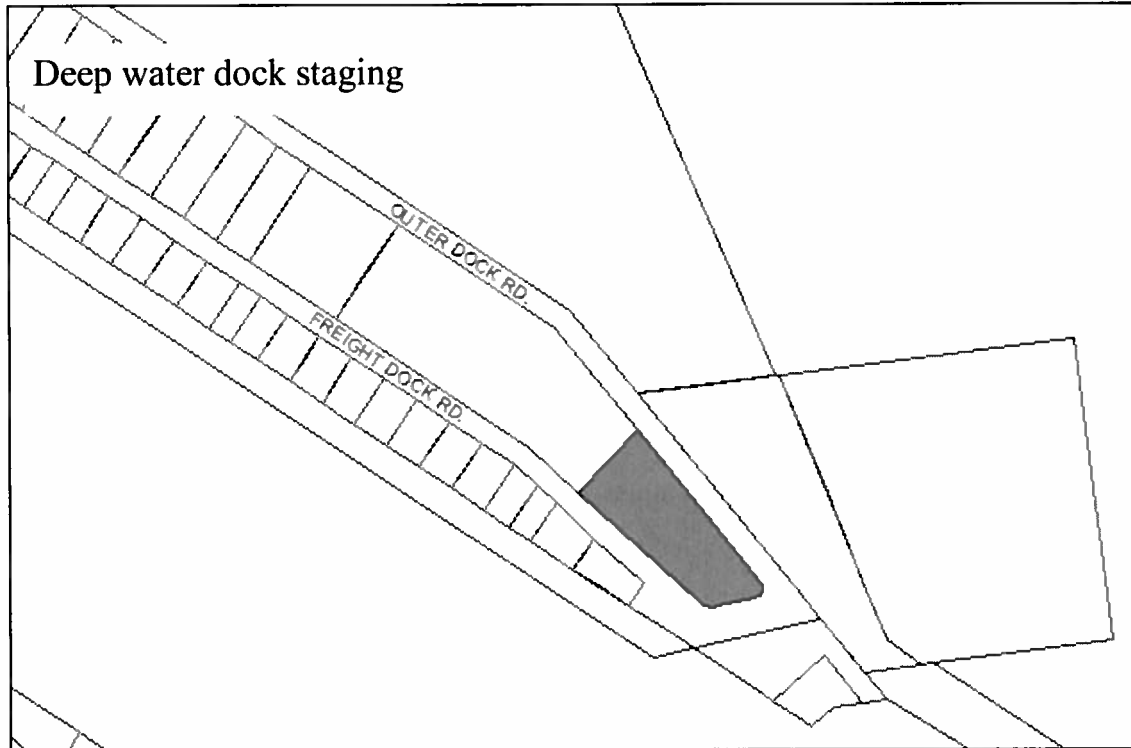
**Designated Use:** Port Use**Acquisition History:****Area:** 3.16 acres**Parcel Number:** 18103233-37, 41-46**2009 Assessed Value:** \$1,454,000**Legal Description:** Homer Spit No 5 Lots 14-18, 22-27**Zoning:** Marine Industrial**Wetlands:** N/A**Infrastructure:** paved road, water and sewer**Notes:**

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.

Lots 22 and 23 are under design for a new harbormaster office, construction scheduled for 2014

Lot 20 reserved for future travel lift Resolution 13-032

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

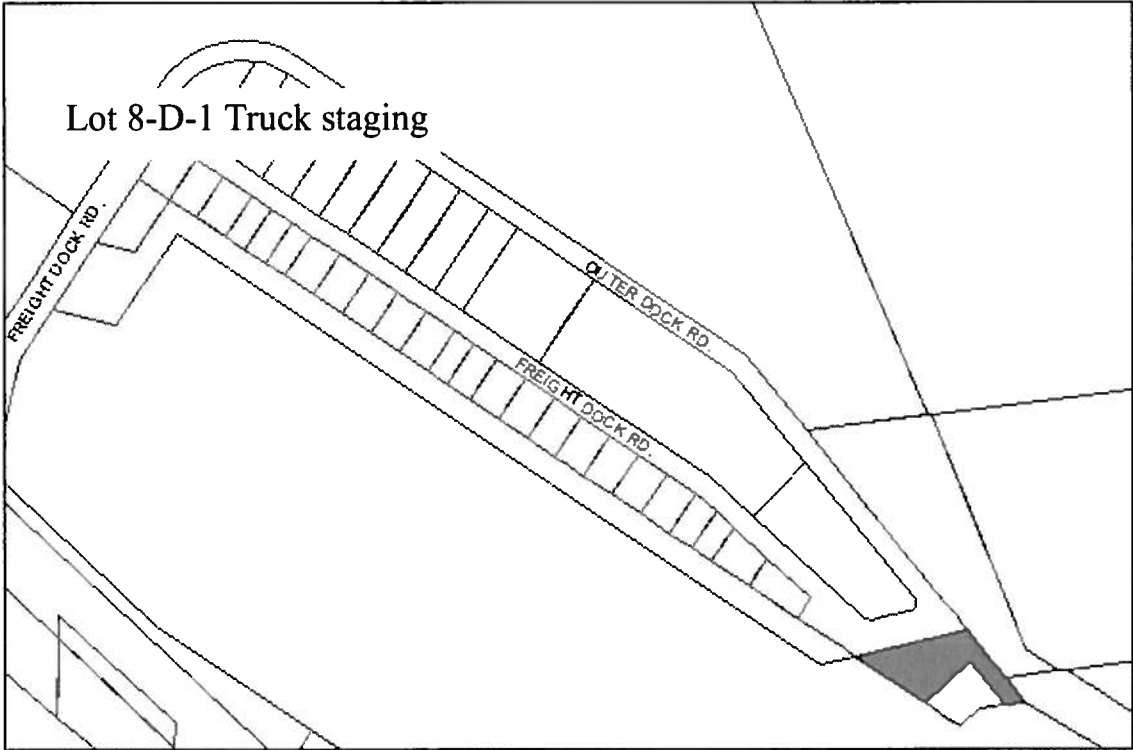
Wetlands: N/A

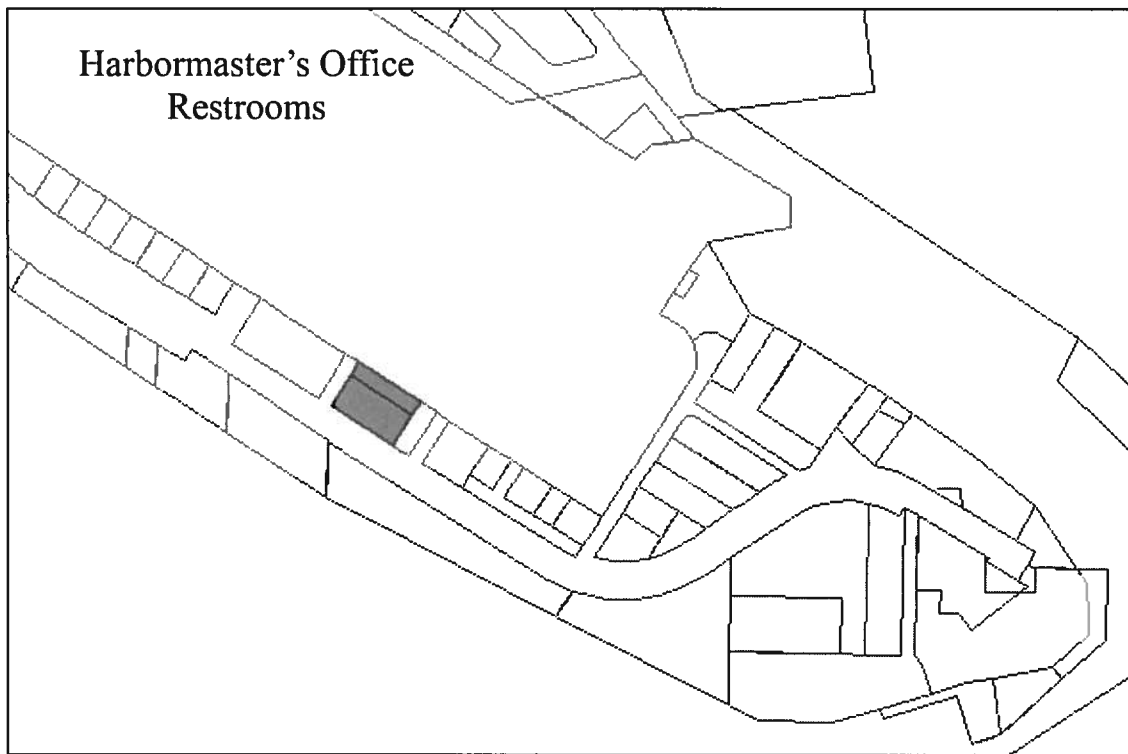
Infrastructure: paved road, water and sewer

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)

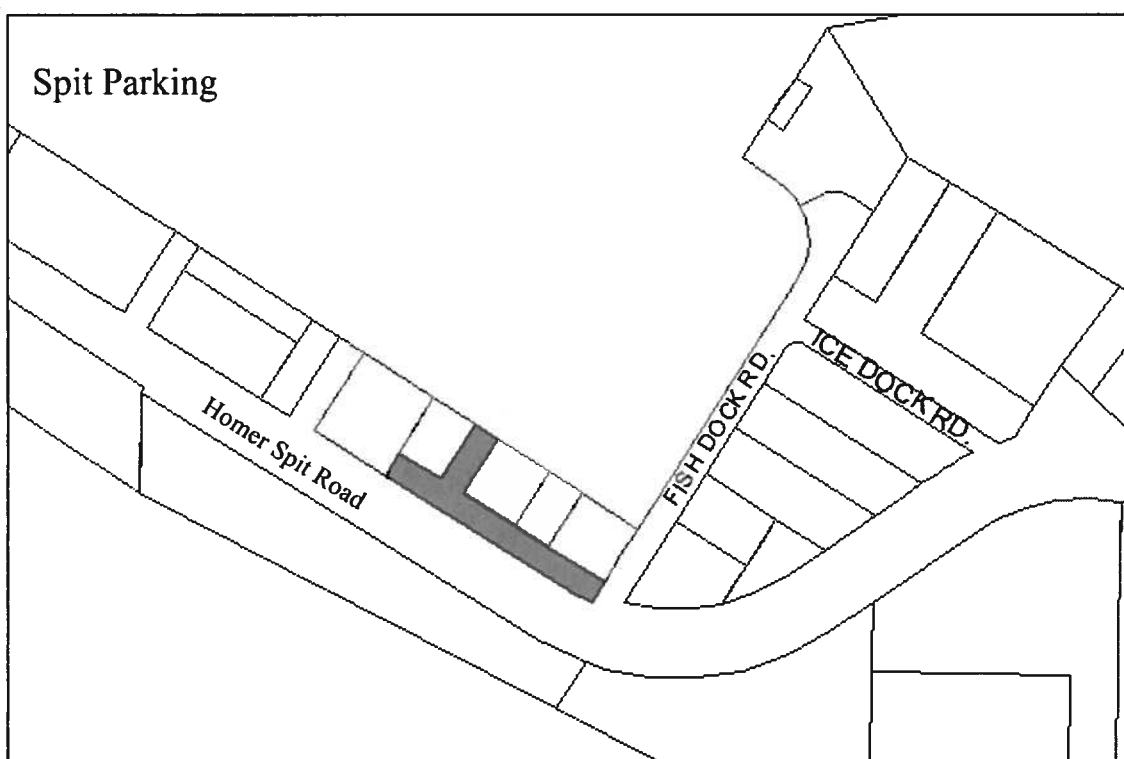
Legal Description: Homer Spit Subdivision Amended, Lots 28 and 29

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

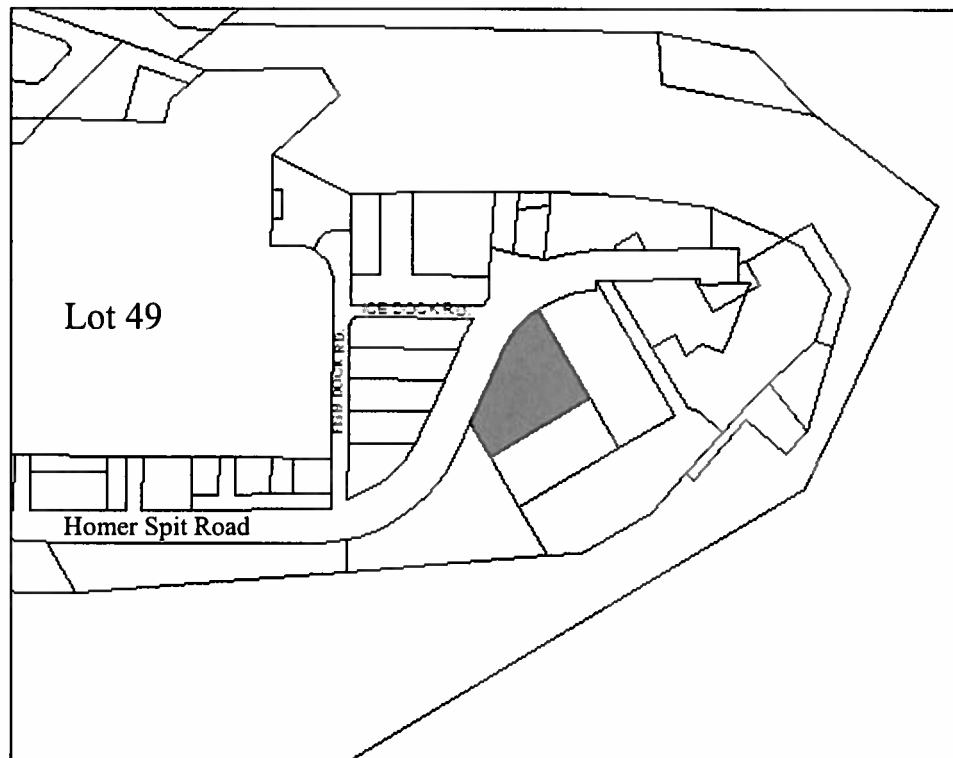
Wetlands: N/A

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

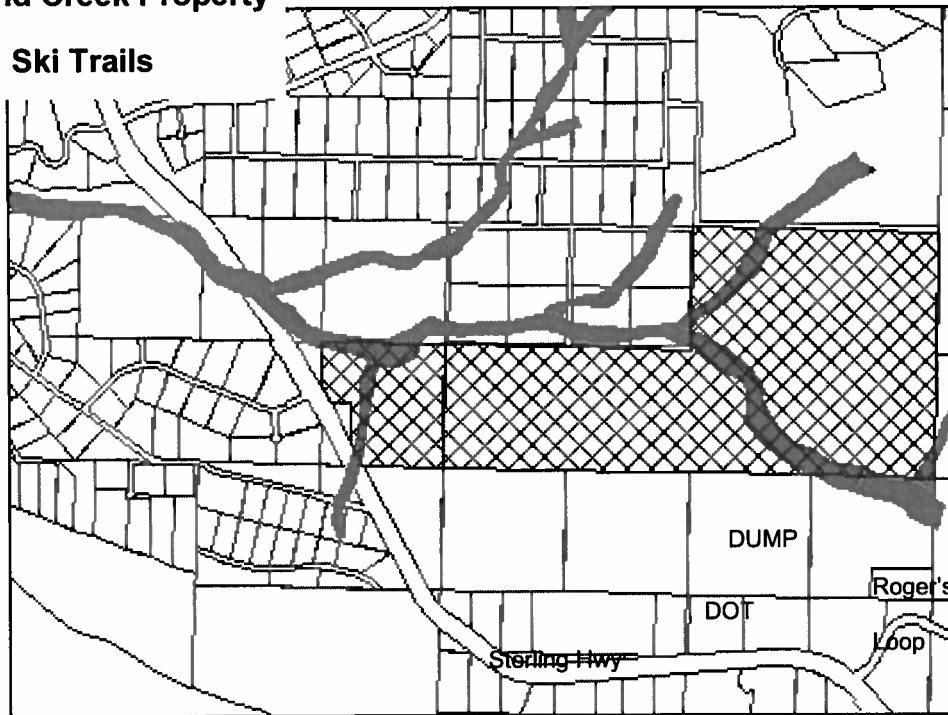
Notes:

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

Finance Dept. Code:

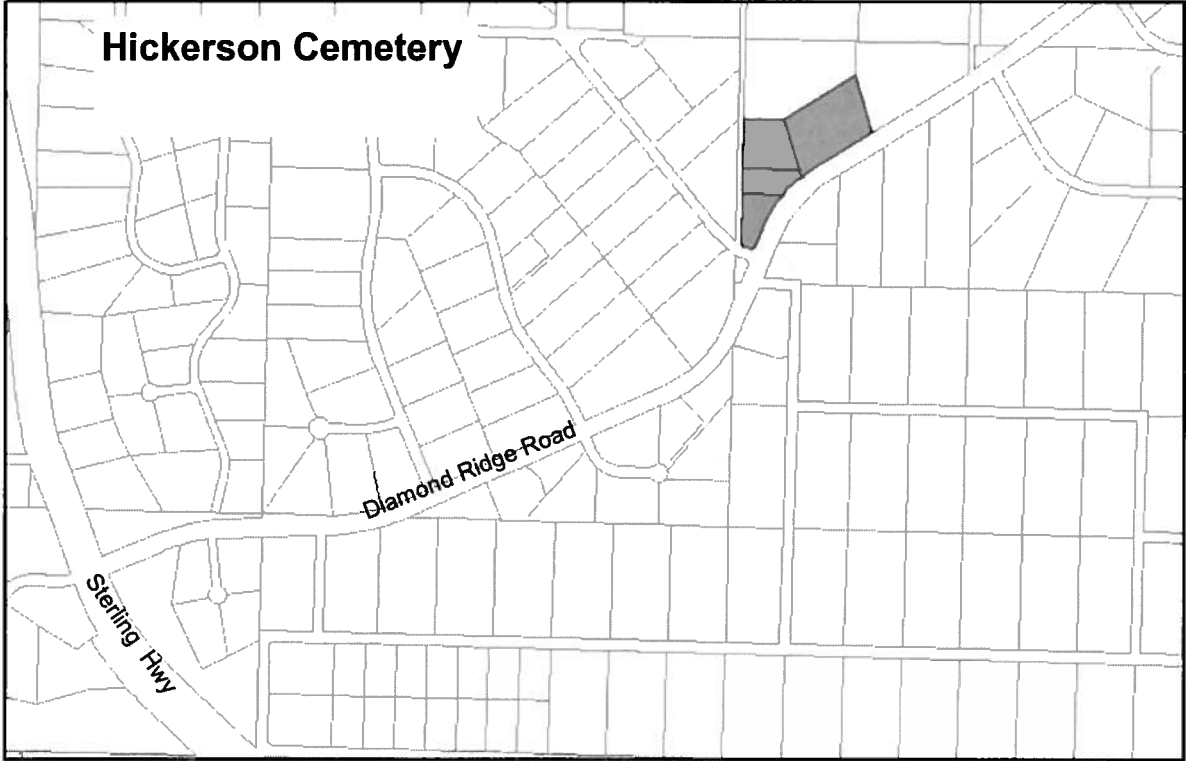
Section E

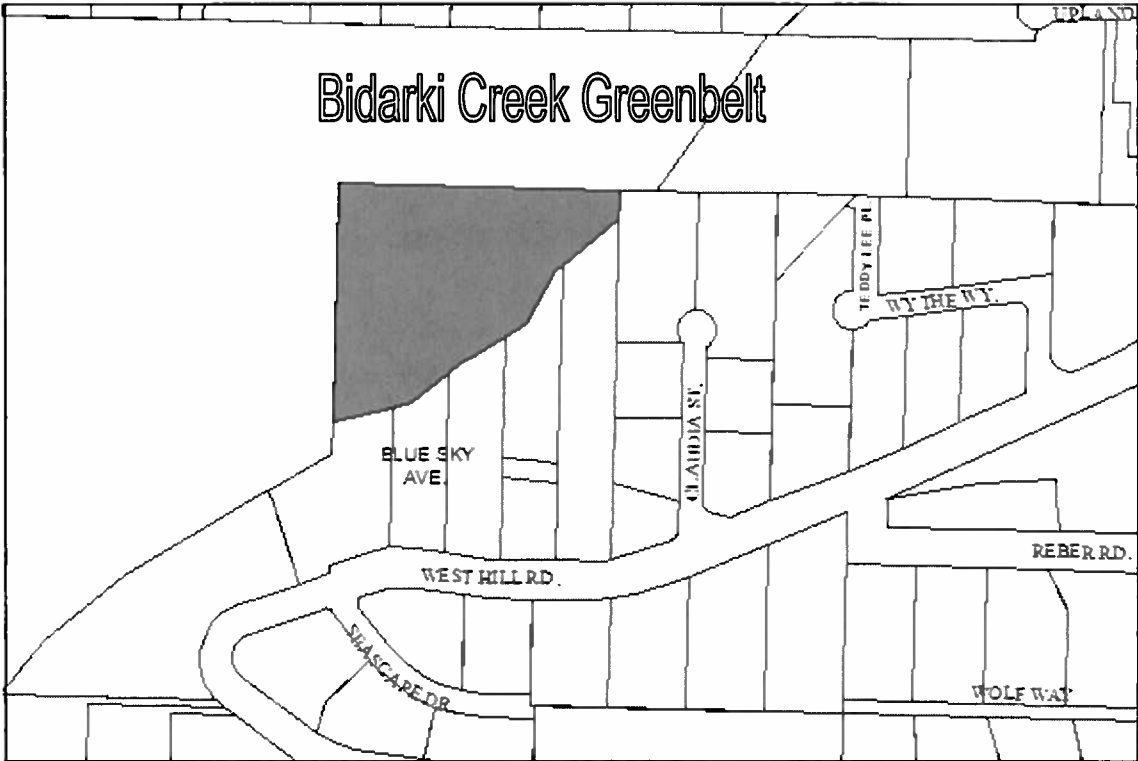
Parks + Beaches
Cemeteries + Green Space

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.

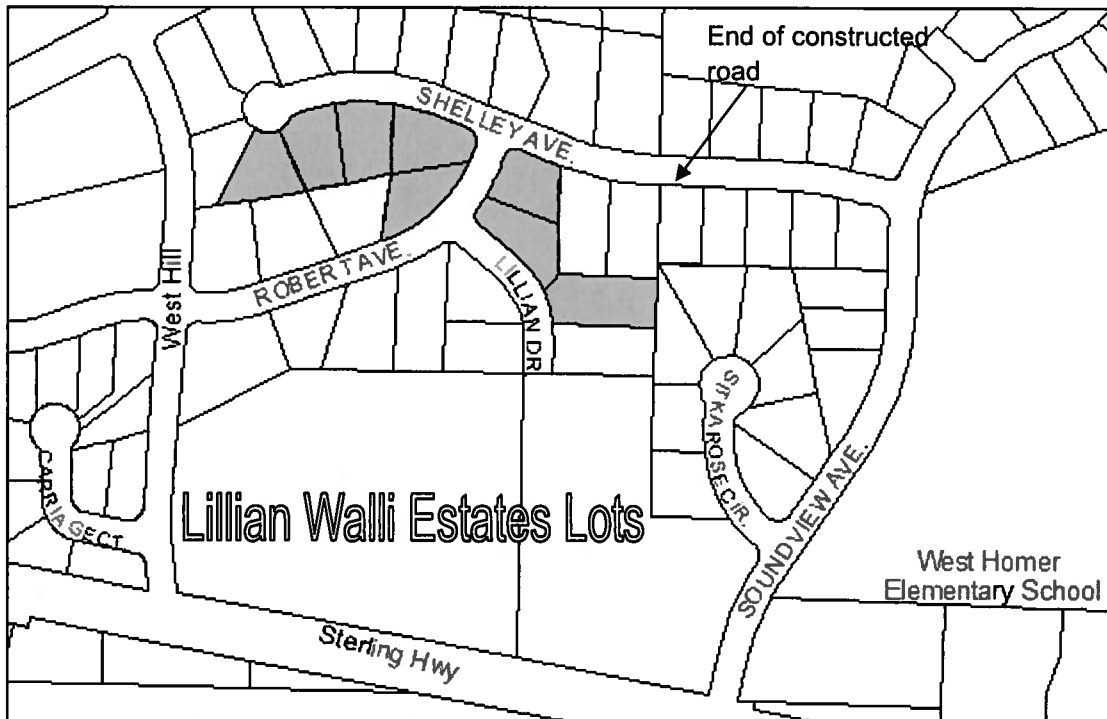
Infrastructure: Gravel road access

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.

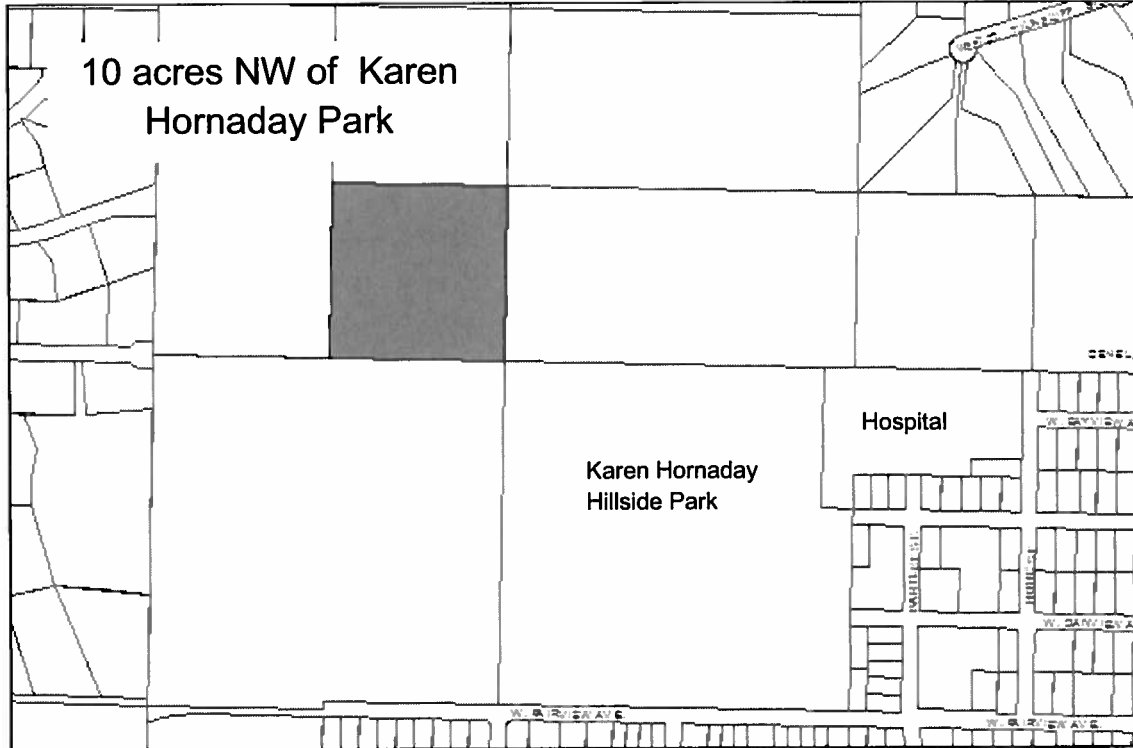
Notes:

Park contains the gravesite of W.R. Bell.

It can be expected that the land to the south will become a housing development. Some homes will be accessed from W Fairview Ave.

2009: Completion of Reber Trail, with HART funds and a state trails grant.

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

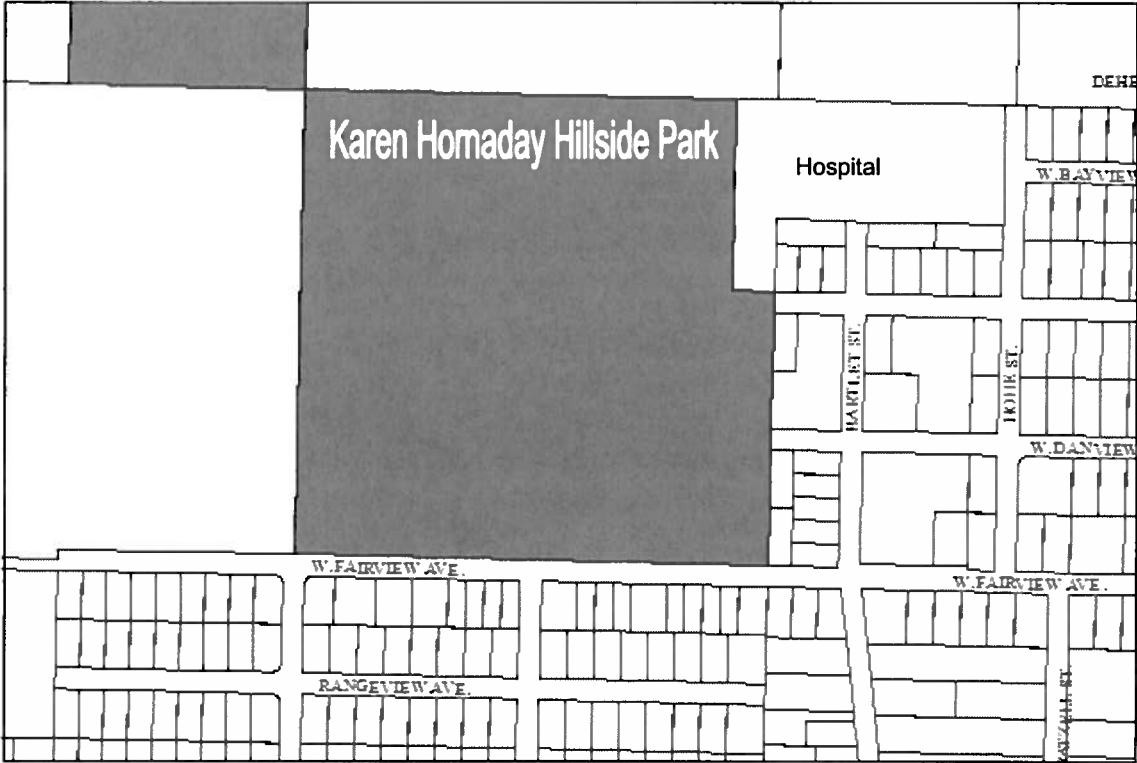
Zoning: Rural Residential

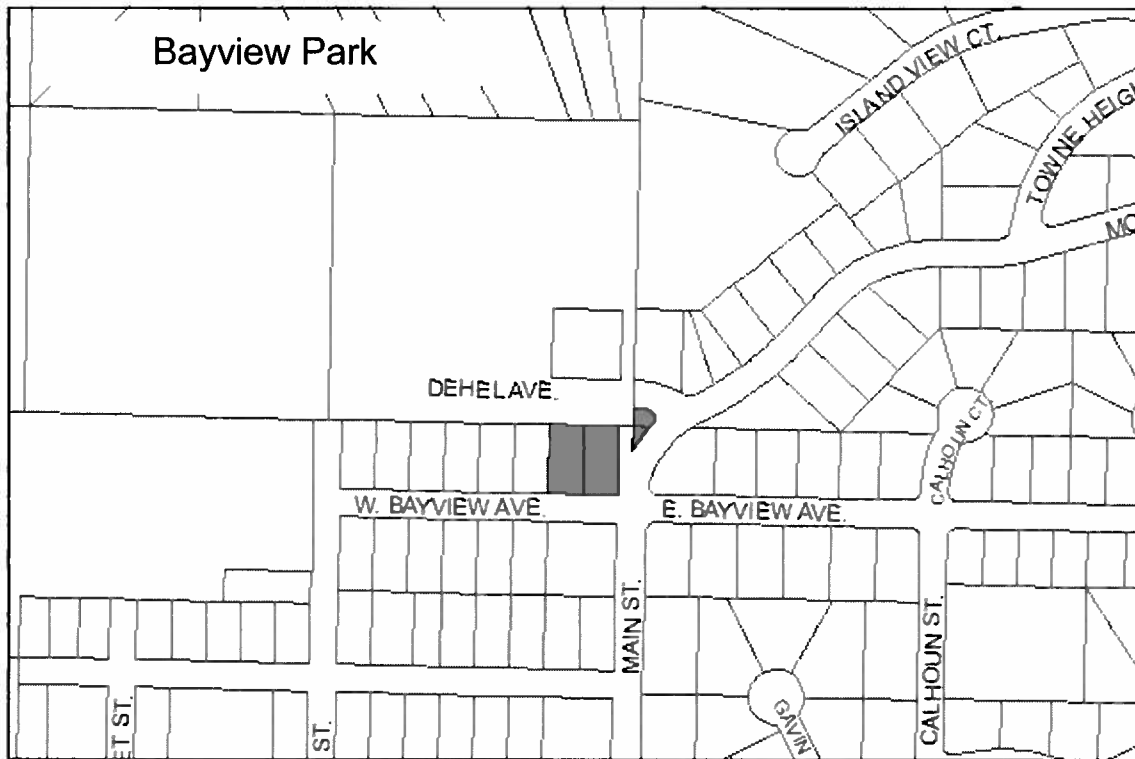
Wetlands: Drainages and wetlands may be present

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

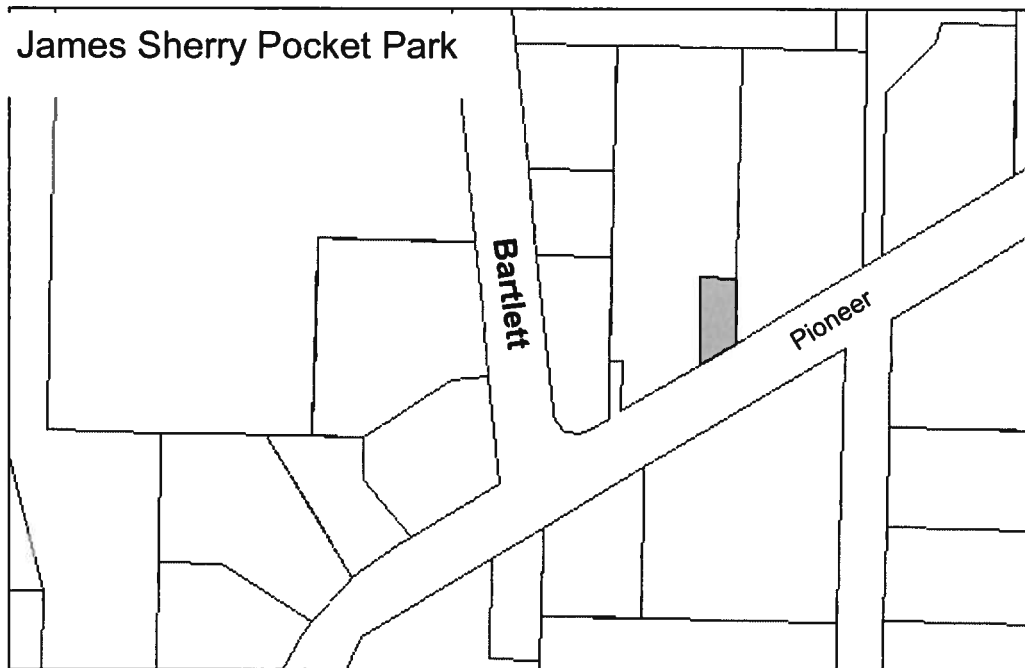
Wetlands: N/A

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: WKFL Park

Acquisition History: Asaiah Bates Deed 3/88

Area: 0.31 acres

Parcel Number: 17720204

2009 Assessed Value: \$95,600

Legal Description: Glacier View Subdivision No 1 Replat of Lots 1, 8 & 9, Block 4 Lot 9-A

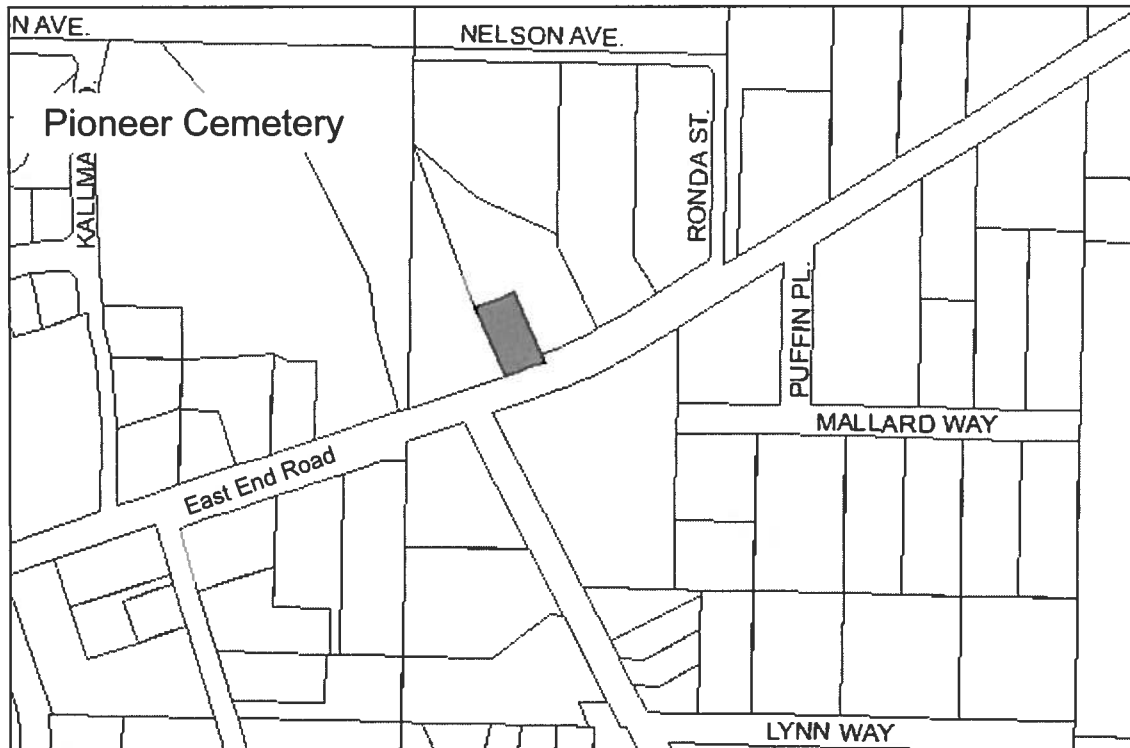
Zoning: Central Business District

Wetlands: N/A

Infrastructure: Water, paved road, electricity

Public restroom constructed in 2013.

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

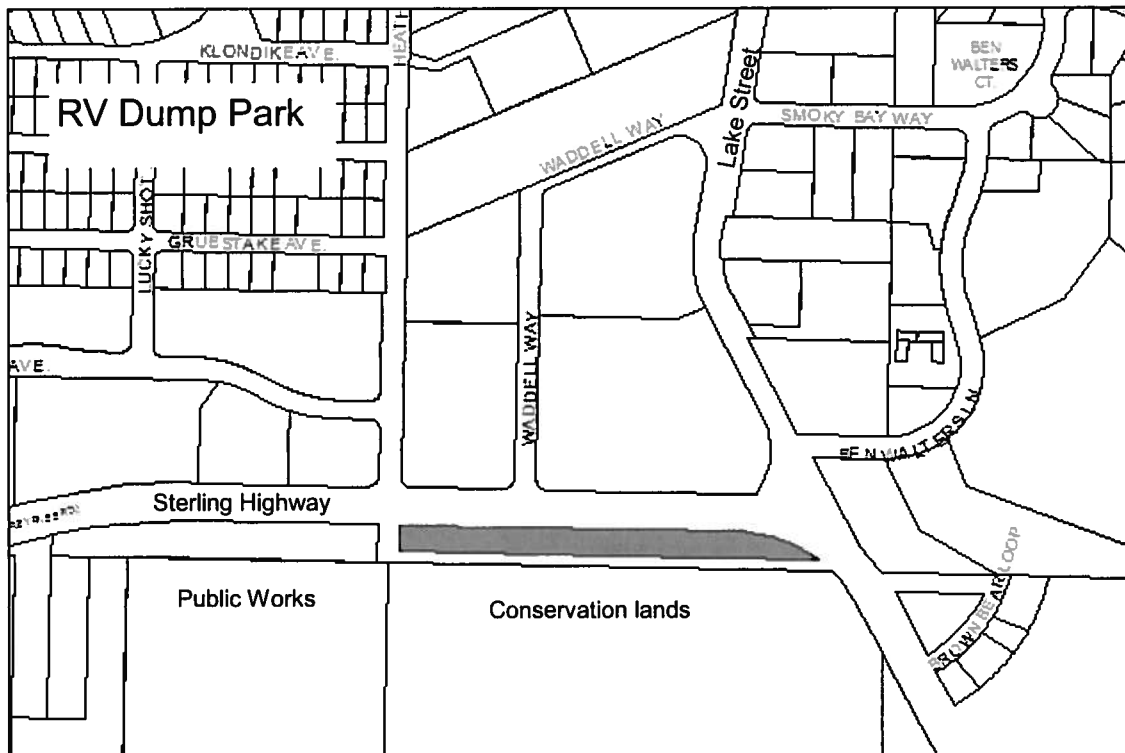
Legal Description: James Waddell Survey of Tract 4 Lot 4A

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

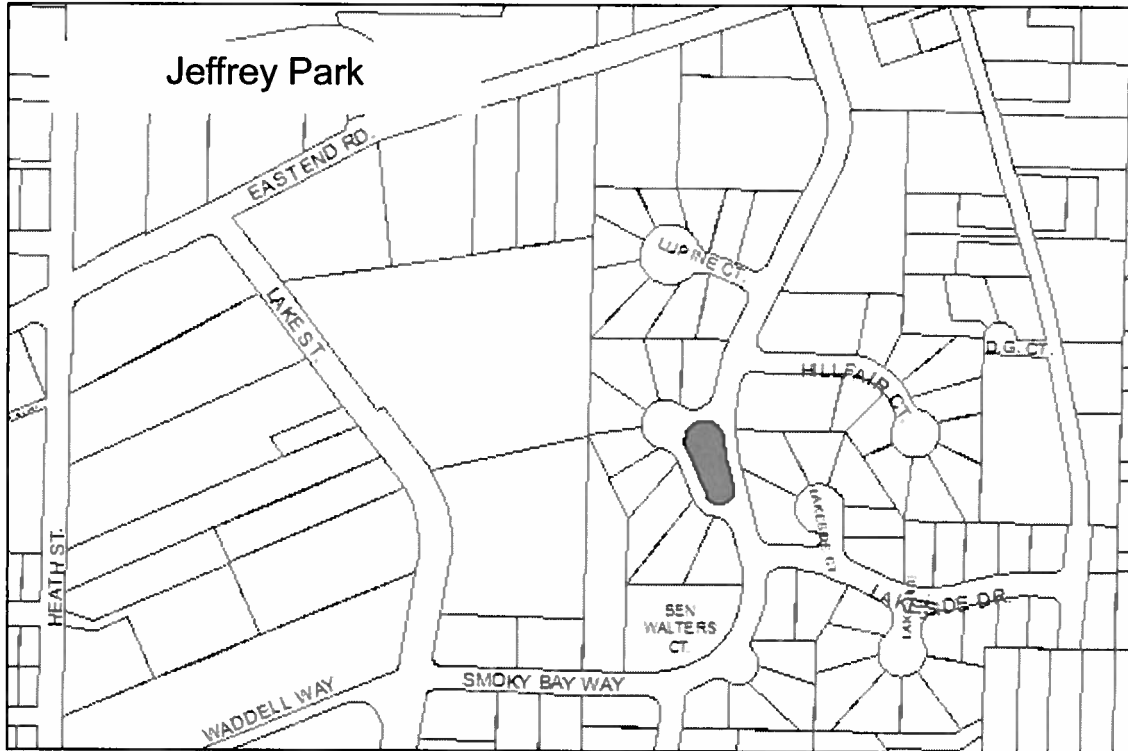
Zoning: Central Business District

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

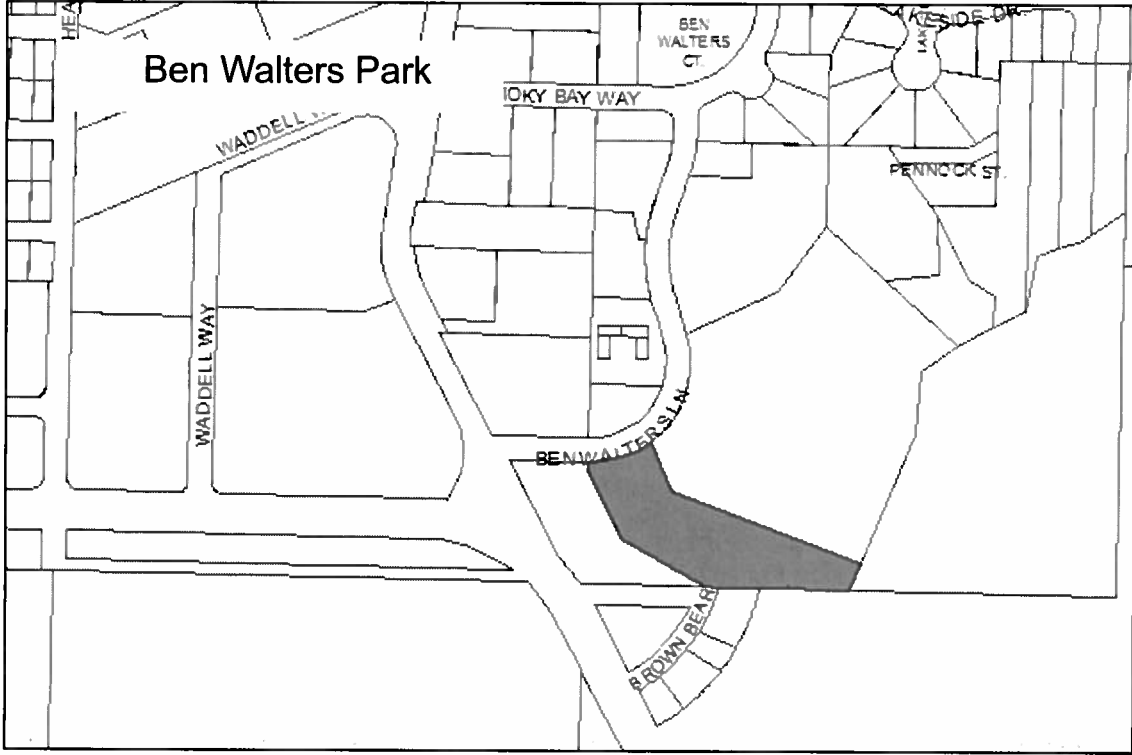
Zoning: Urban Residential

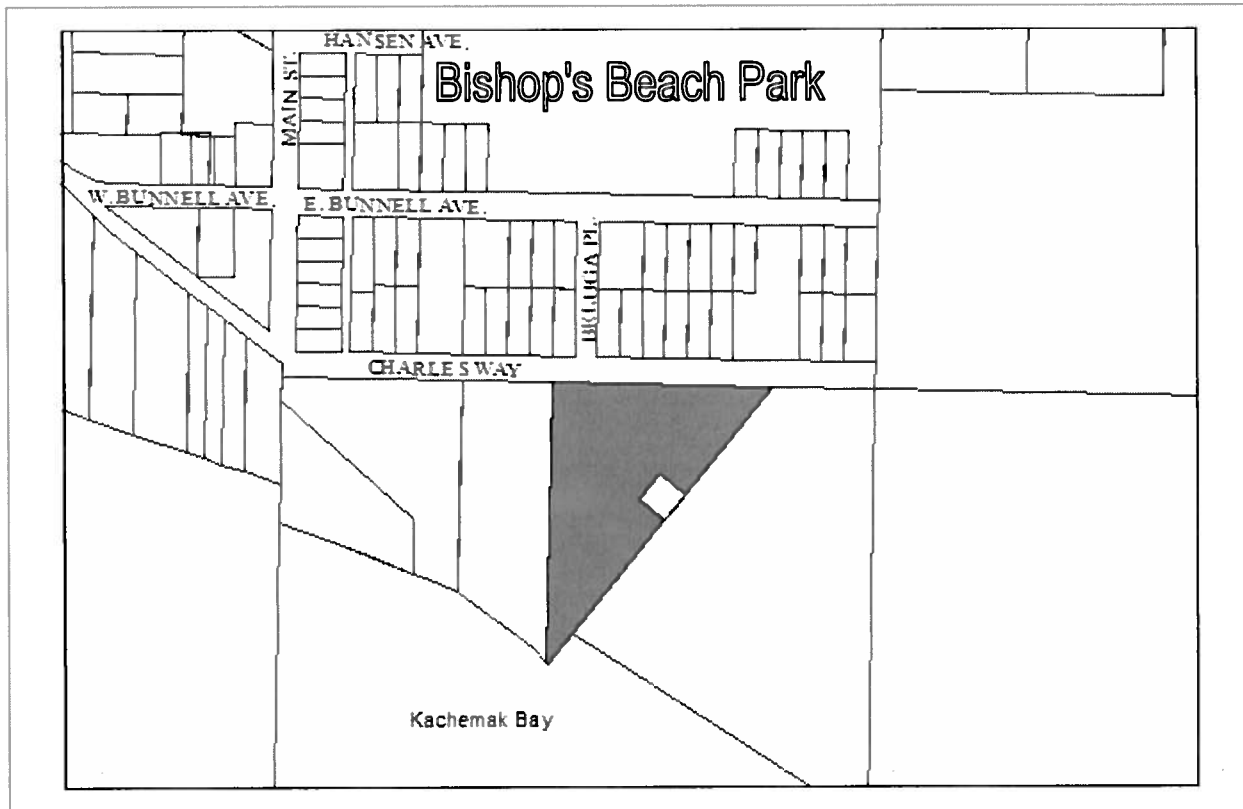
Wetlands:

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

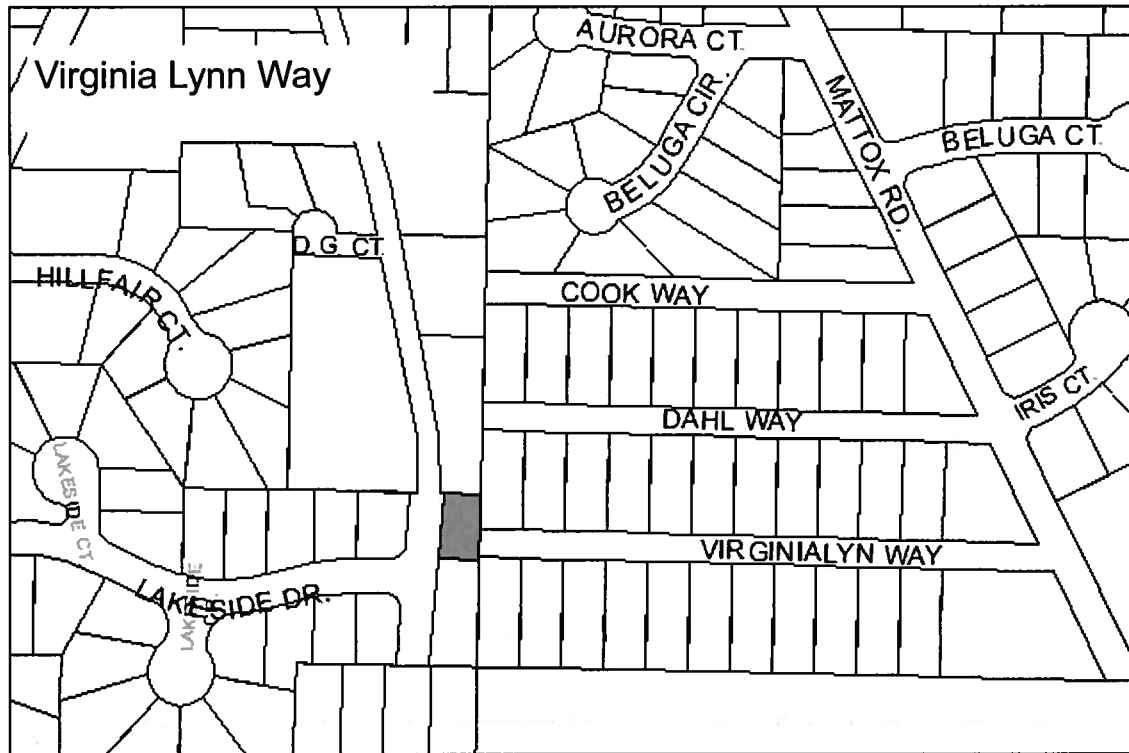
Zoning: Central Business District

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

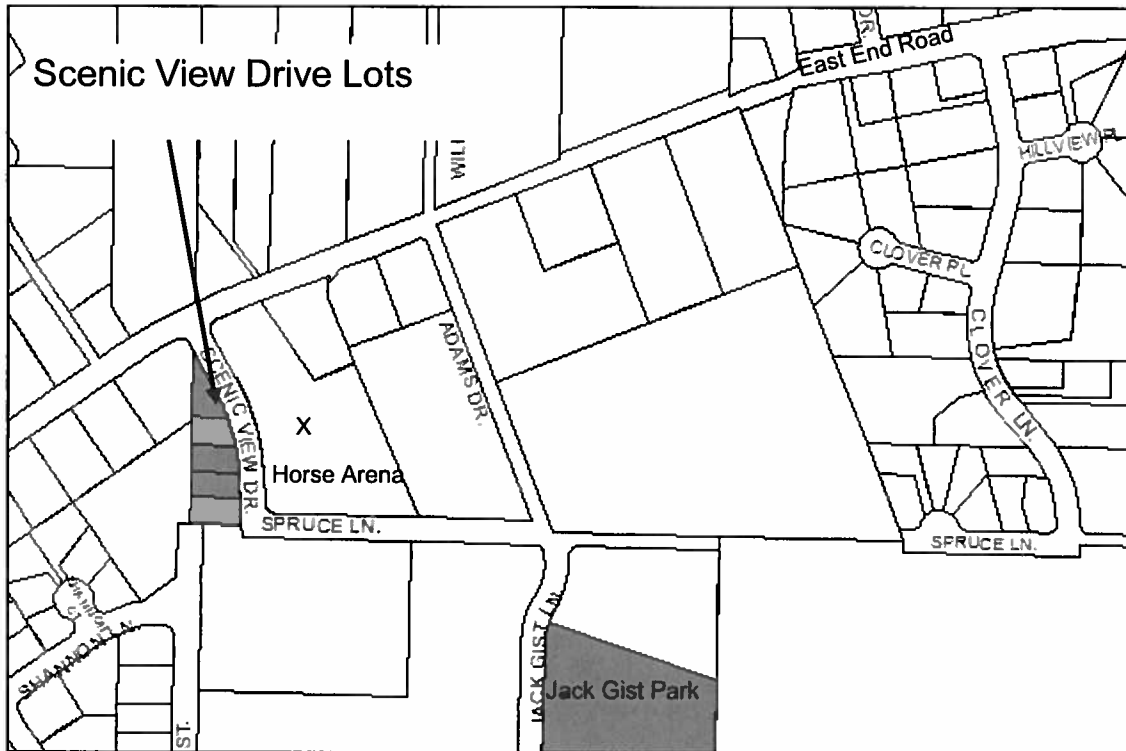
Wetlands: possibly on a small portion

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

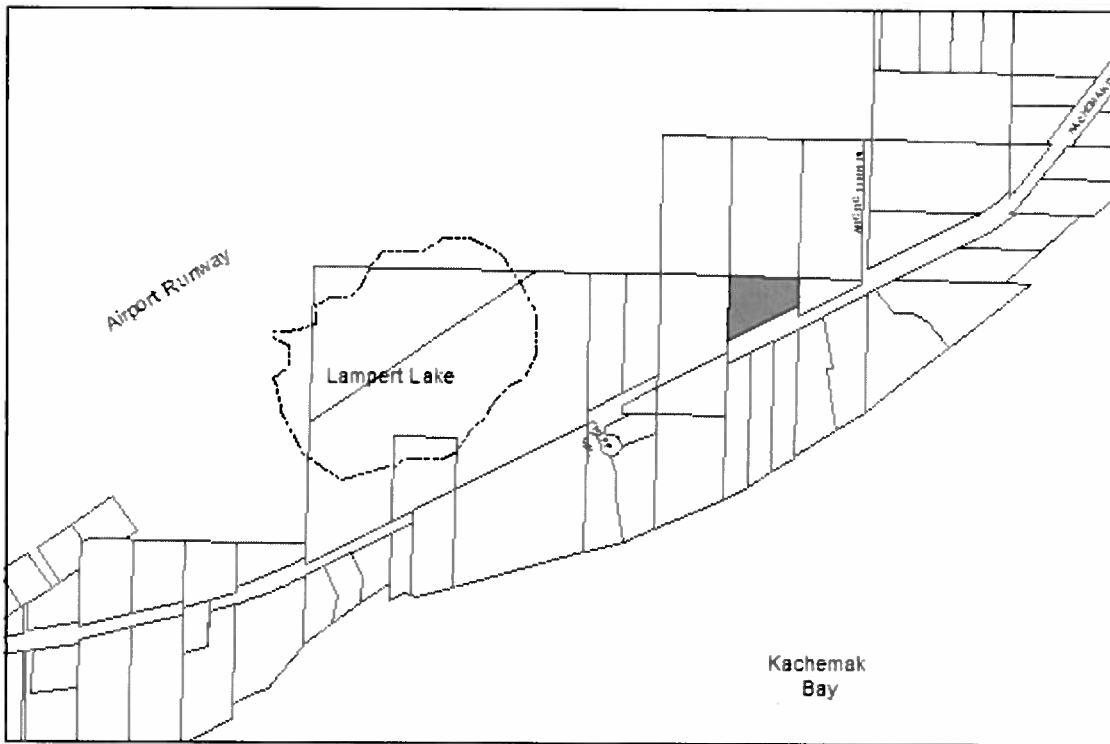
Zoning: Rural Residential

Wetlands: May be present. Site is mostly fill and old dump.

Infrastructure: Gravel road access.

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.

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

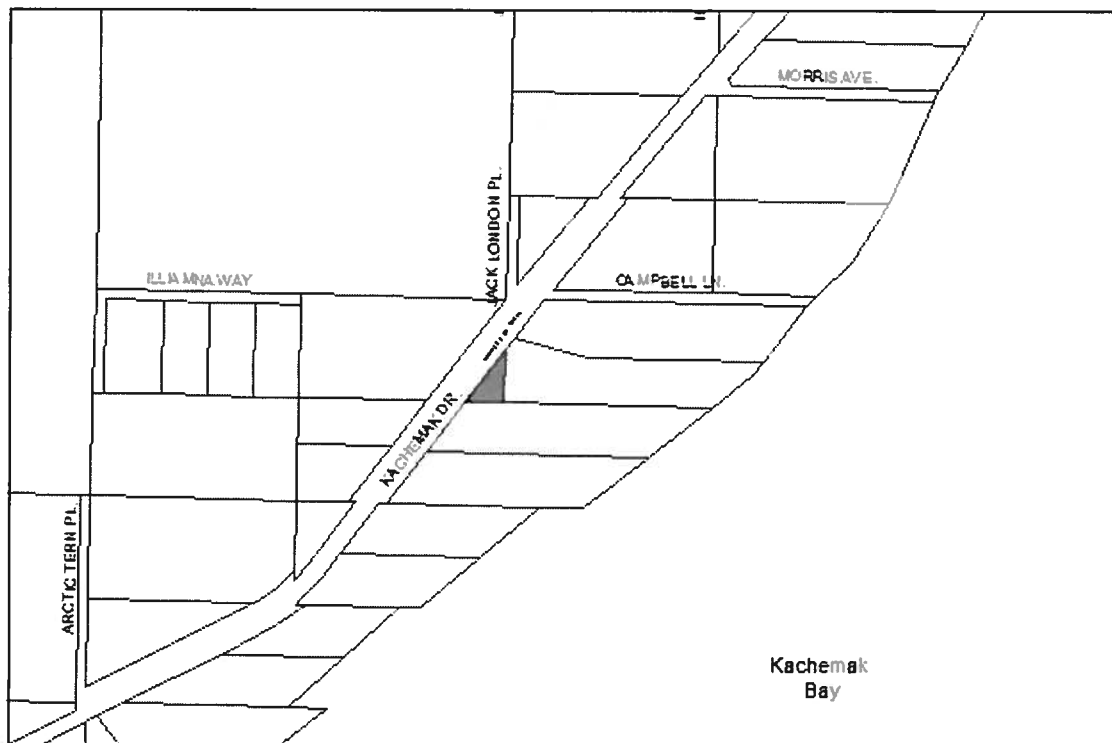
Zoning: General Commercial 2

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

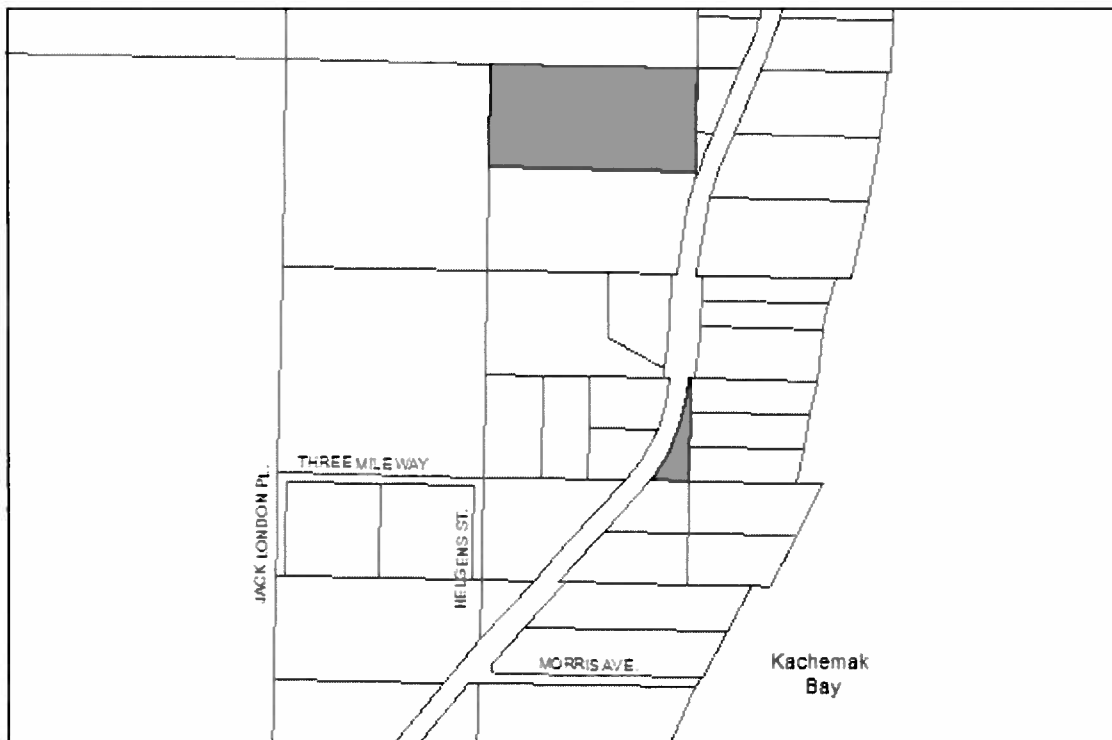
Zoning: Rural Residential

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

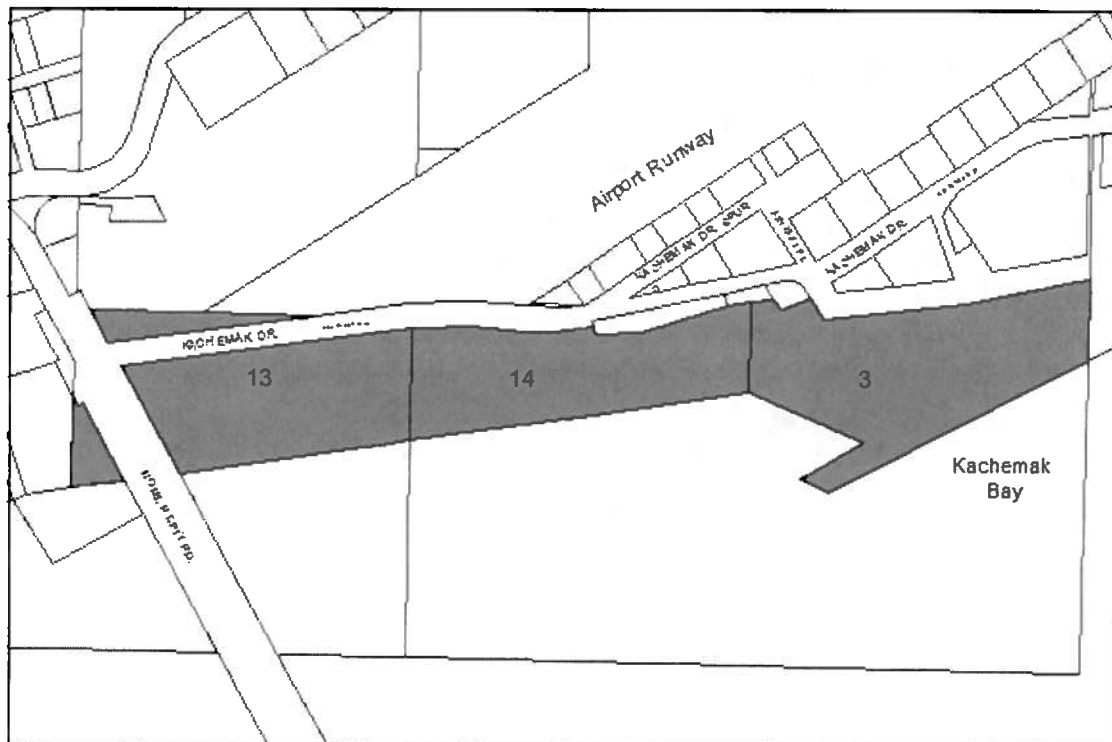
Wetlands: Lot 36 is wetland. Lot 1 is not.

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

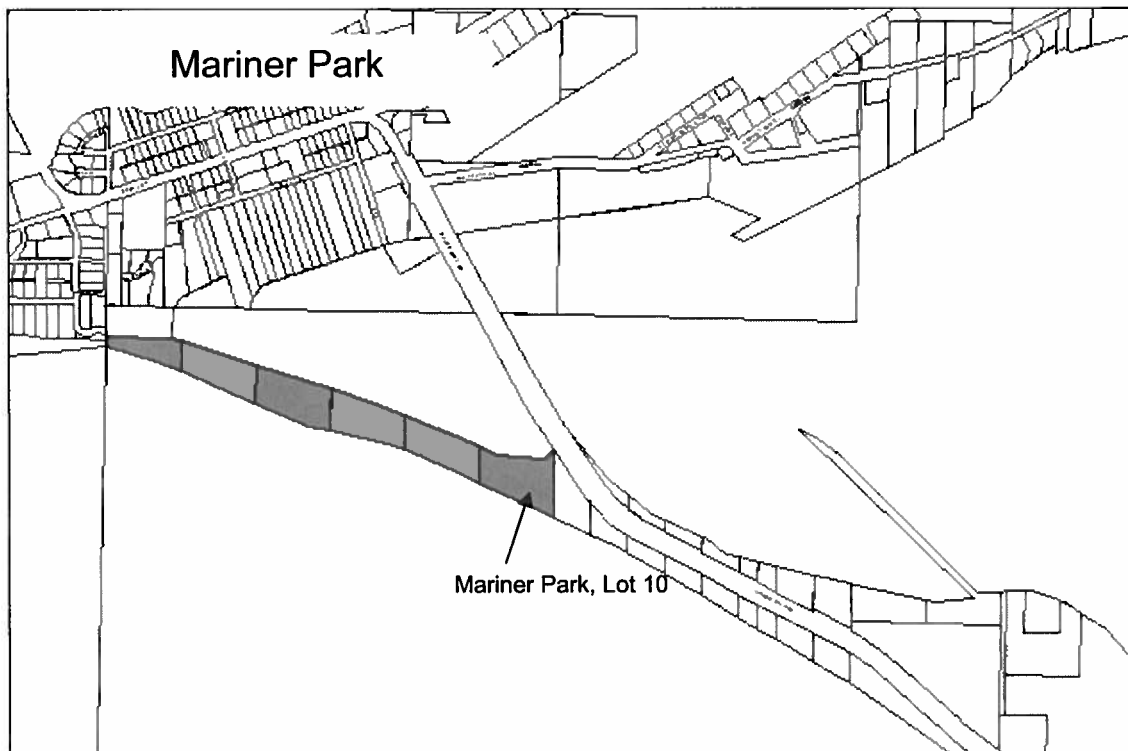
Notes: Spit trailhead parking lot expanded in 2009.

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.

A title report conducted in 2013 reported that these lots are state property, not City lands.

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

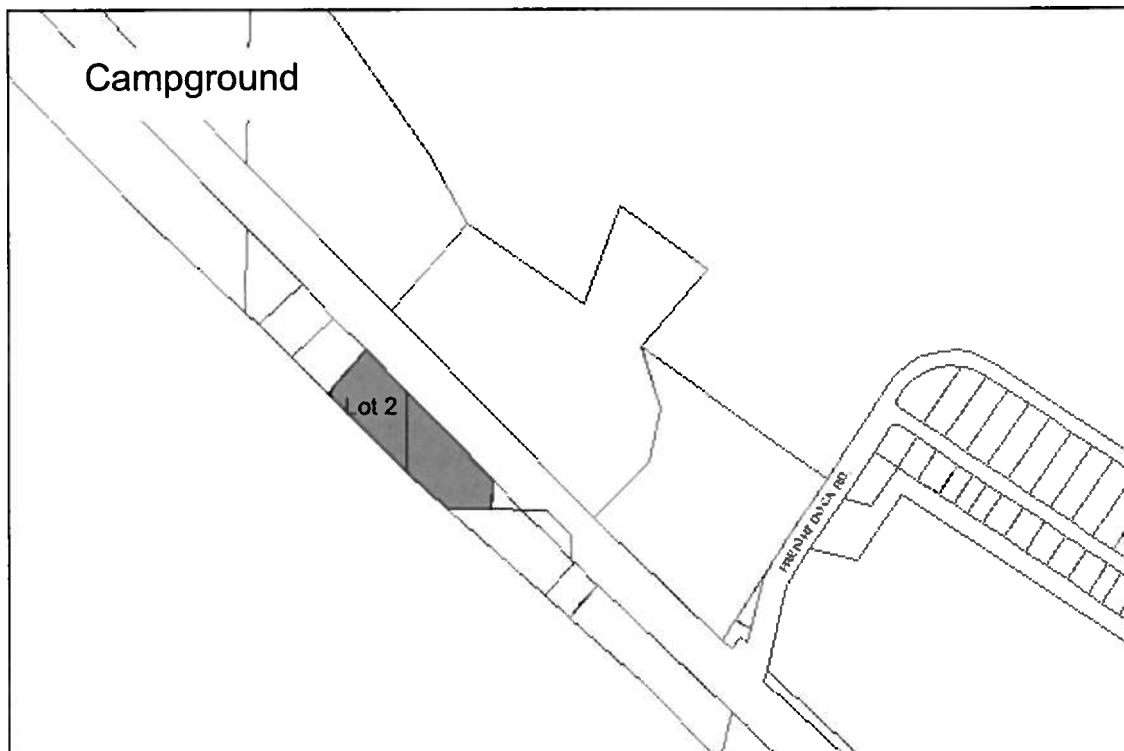
Notes: Acquisition of Lots 11-145 should be researched to see how they were acquired.

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.

Finance Dept. Code:



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)

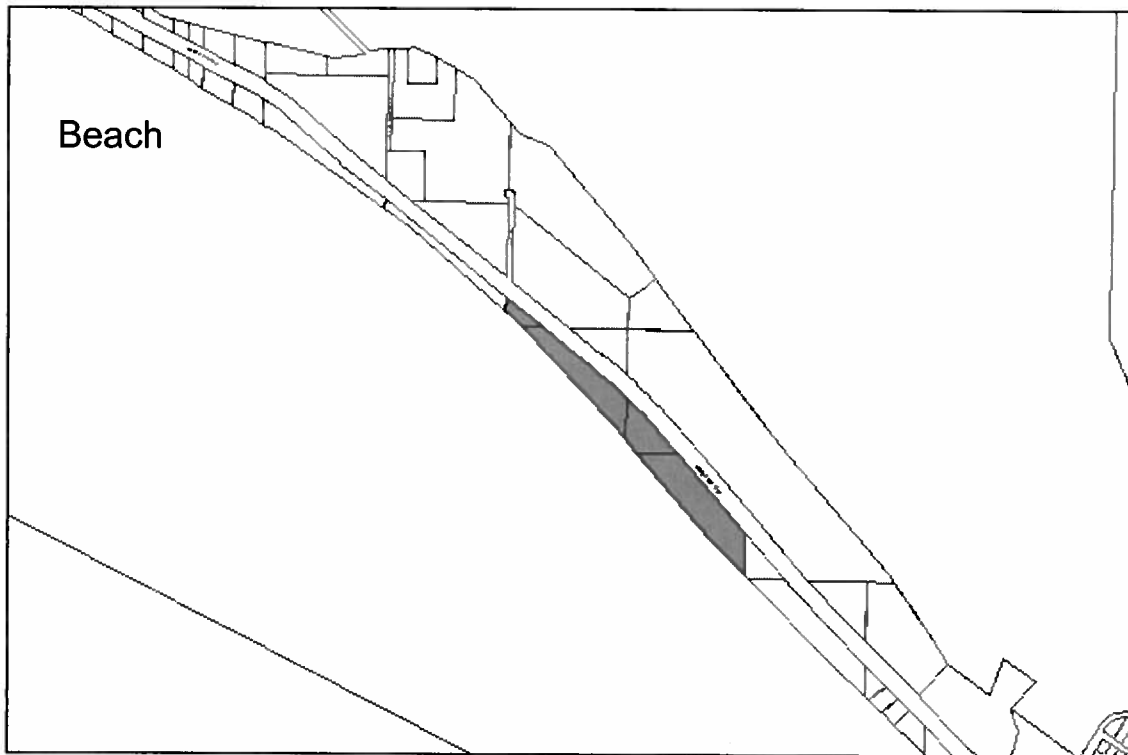
Legal Description: Homer Spit Subdivision Amended Lot 2, and that portion of Government Lot 14 lying south of the Homer Spit Road T6S R13W S35

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

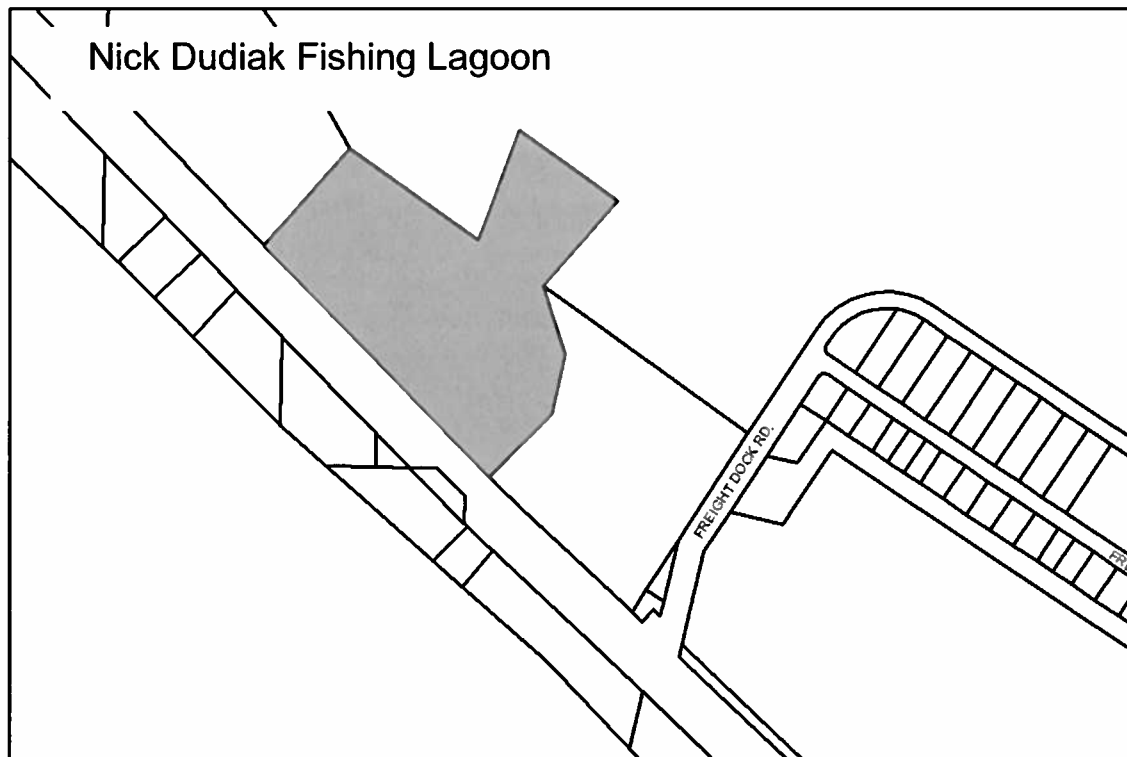
Wetlands: Tidal

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

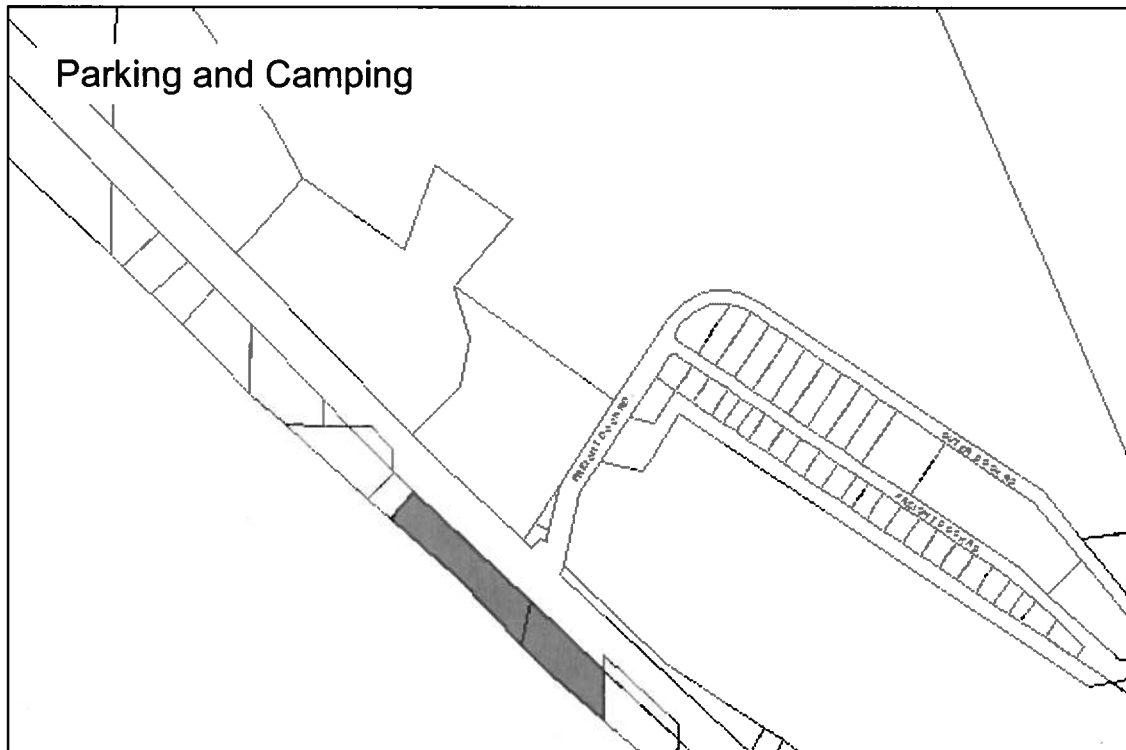
Wetlands: N/A. Portions in floodplain.

Infrastructure: City Water and Sewer, paved road access. Restroom.

Notes:

Dredged in 2012

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

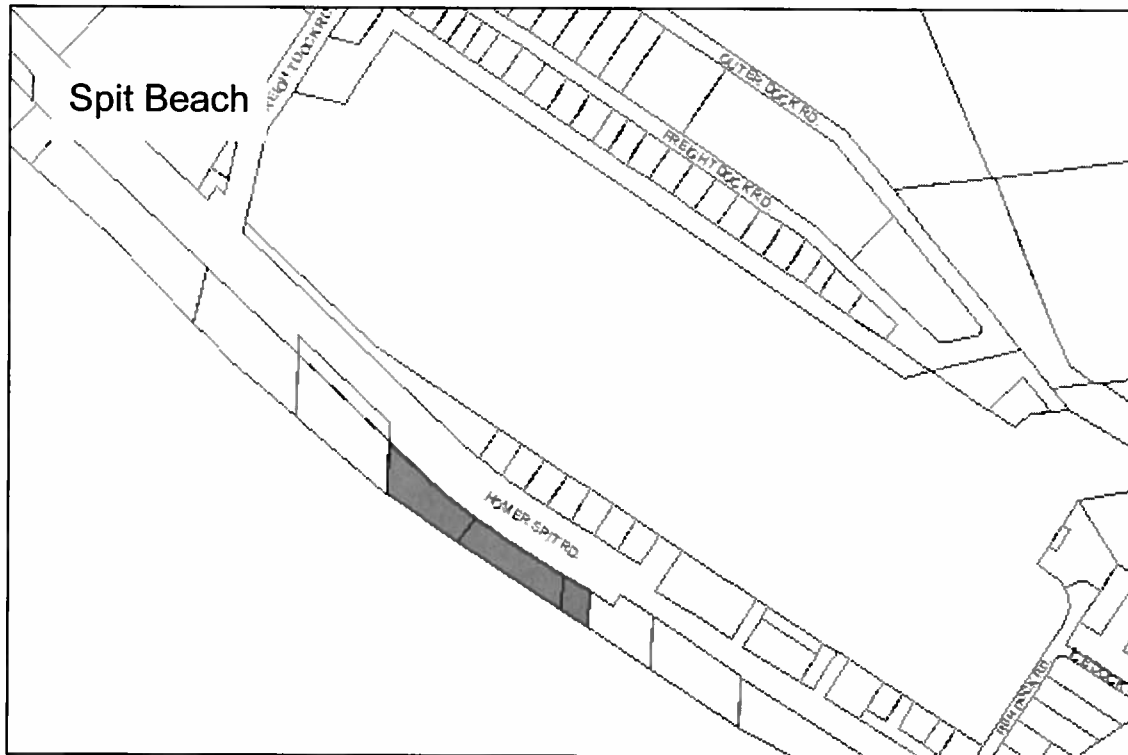
Legal Description: Homer Spit Amended Lots 7 and 9

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.

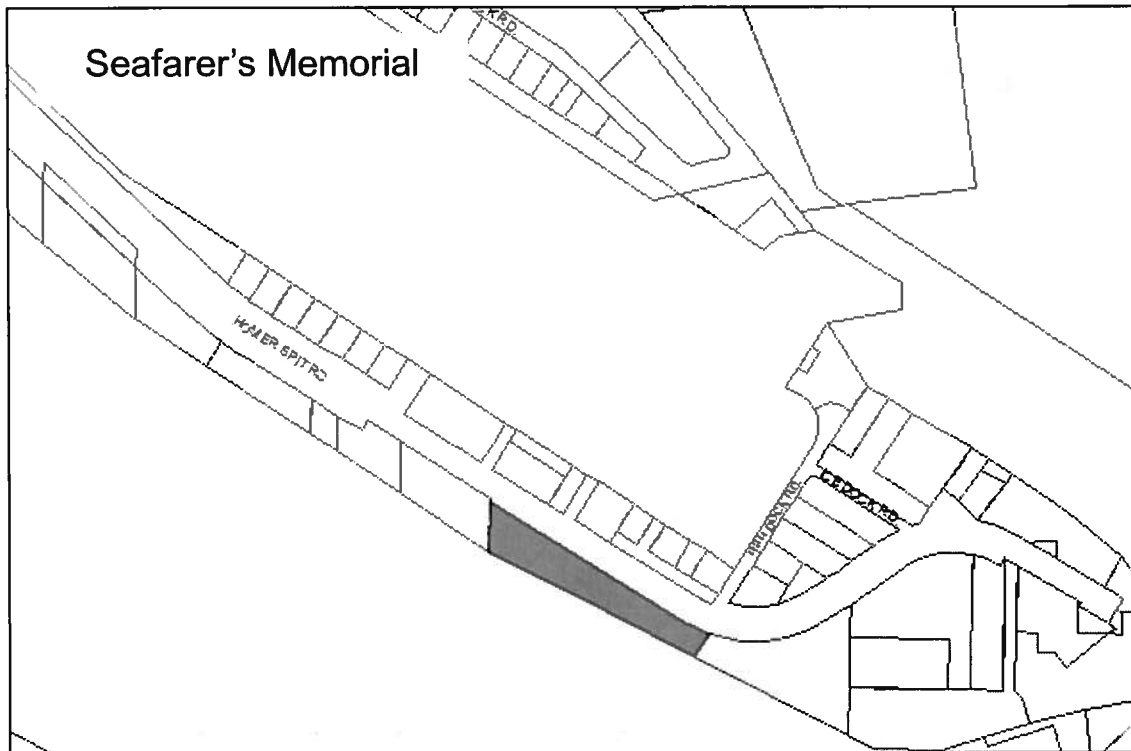
Zoning: Open Space Recreation

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

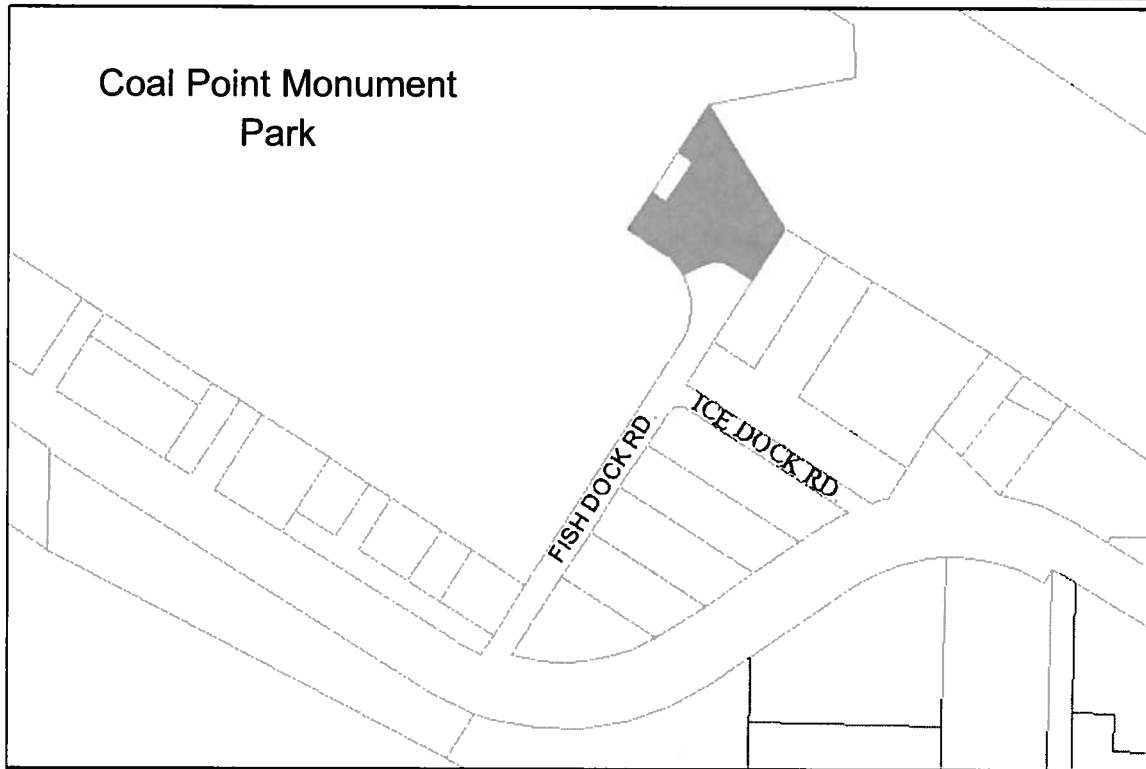
Legal Description: Homer Spit Amended Lot 31

Zoning: Open Space Recreation

Wetlands: N/A

Infrastructure: Paved Road

Finance Dept. Code:



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

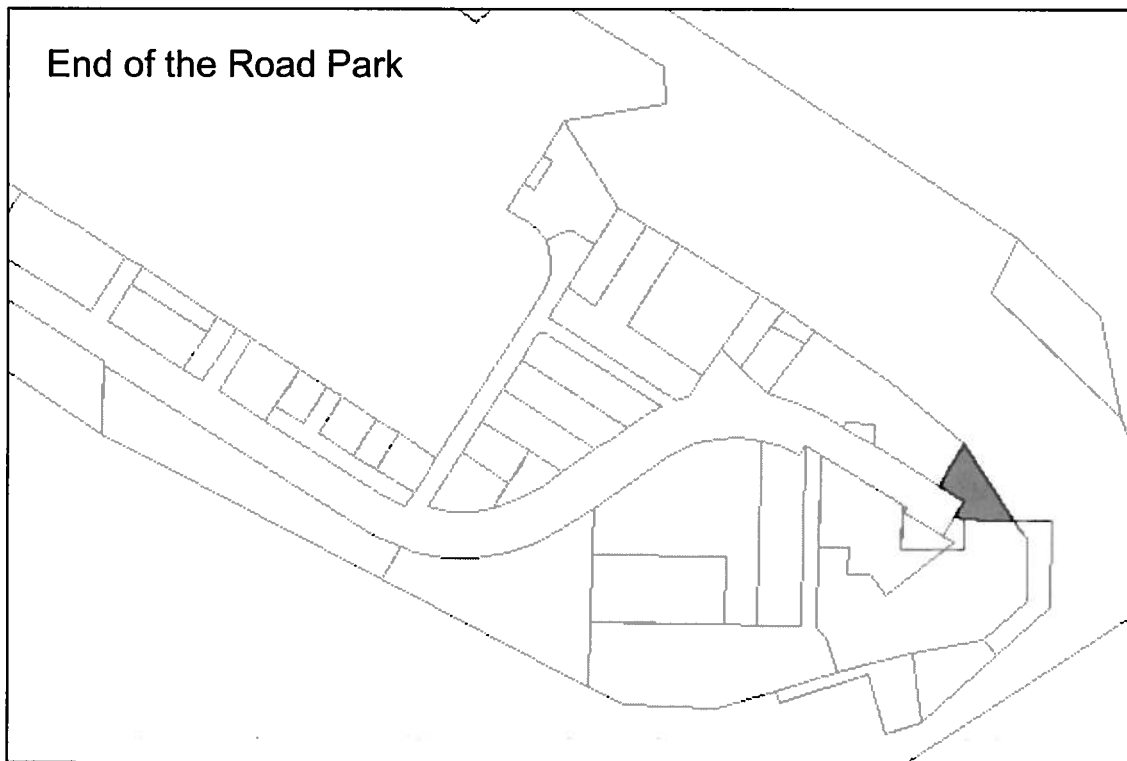
Zoning: Marine Industrial

Wetlands: N/A tidal, flood plain

Infrastructure:

Notes:

Finance Dept. Code:



Designated Use: End of the Road Park Resolution 13-032

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:

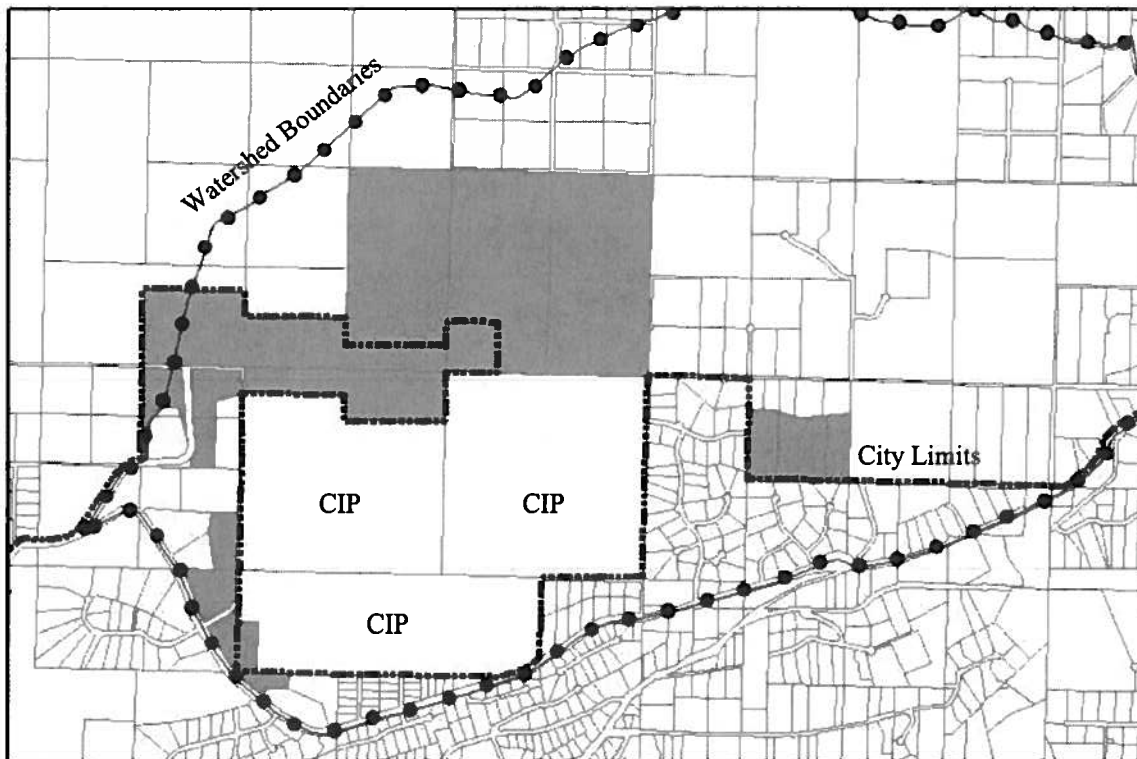
- Restroom construction 2013/14, parking lot paved, and spit trail completed

Finance Dept. Code:

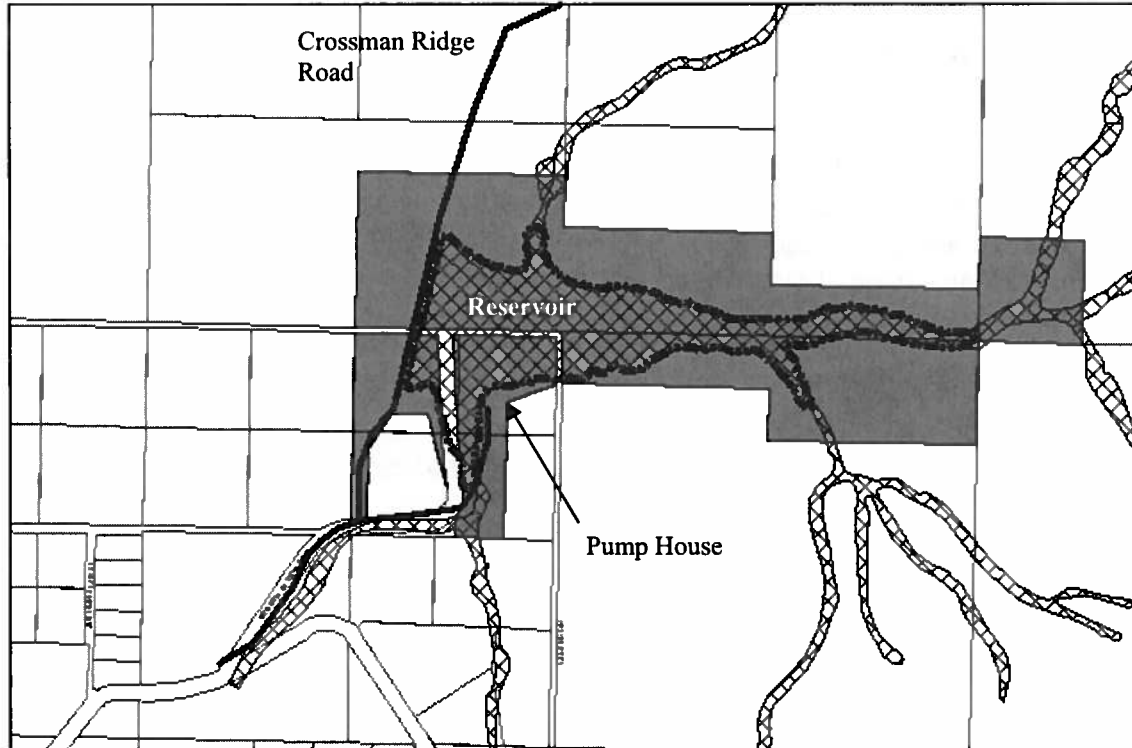
City Lands within the Bridge Creek Watershed Protection District

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.



Section updated February 4, 2014



Designated Use: Bridge Creek Watershed, Reservoir and pump house
Acquisition History:

Area: 120.9 acres

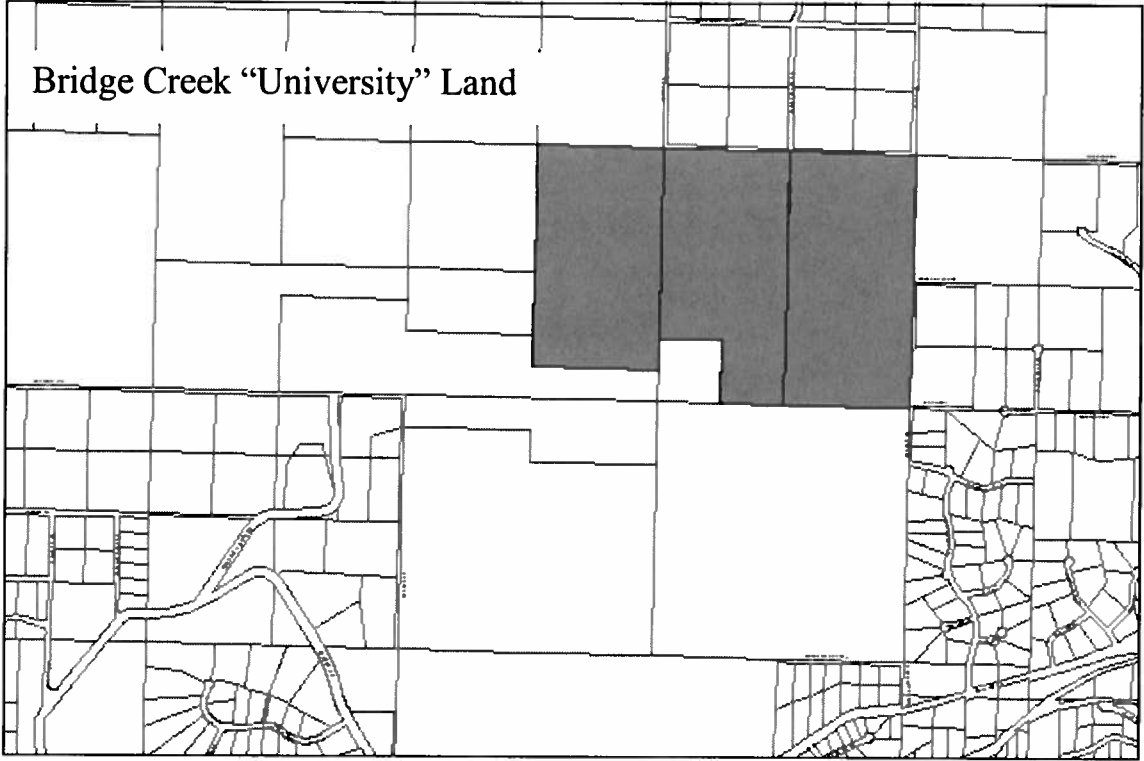
Zoning: Conservation

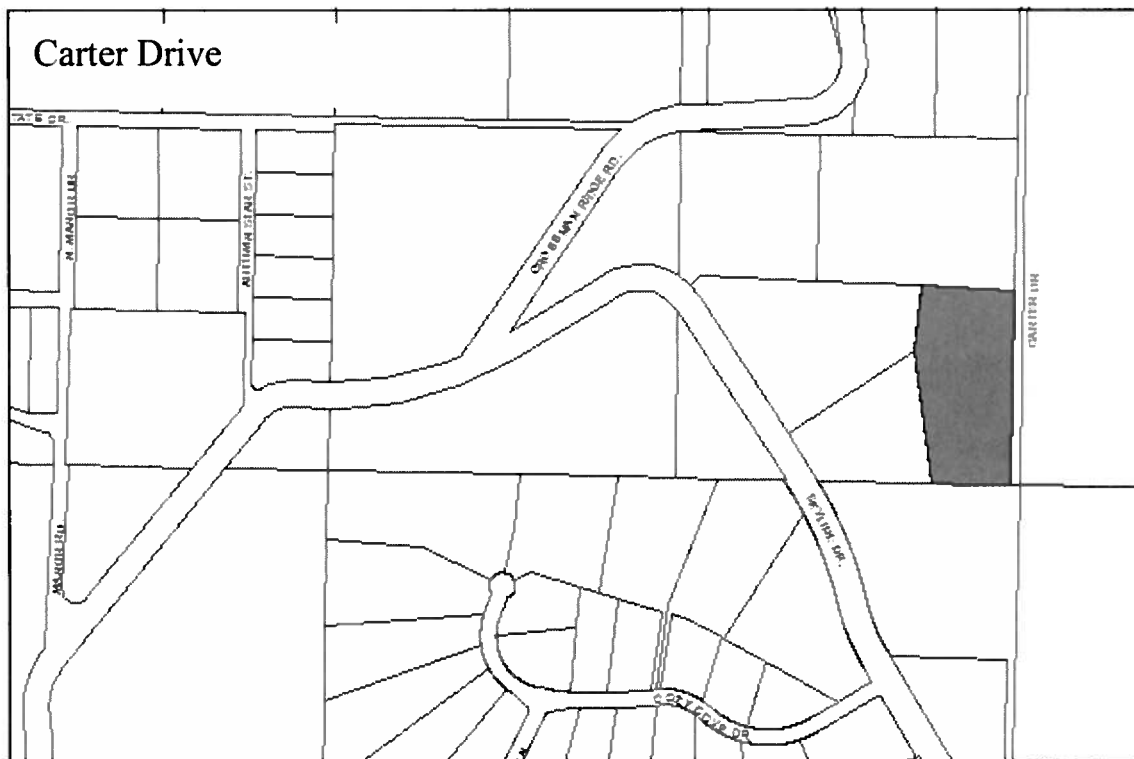
2012 Assessed Value: \$313,000

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

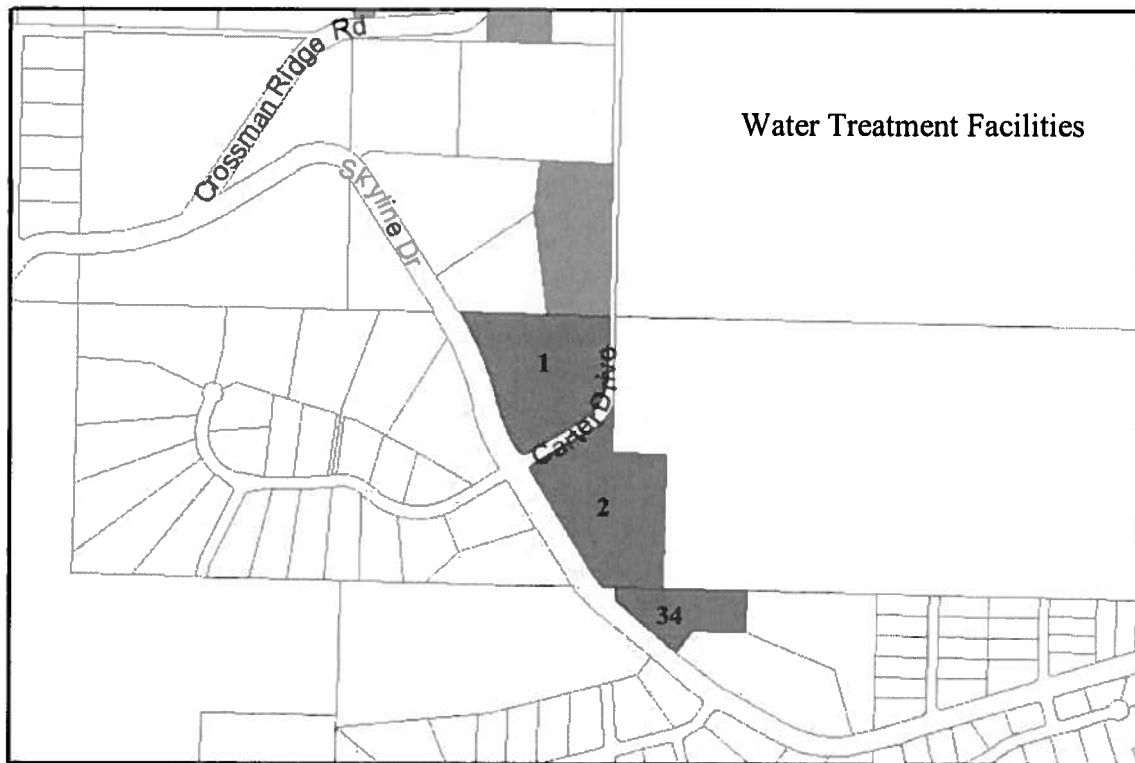
Zoning: Rural Residential, Bridge Creek WPD

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

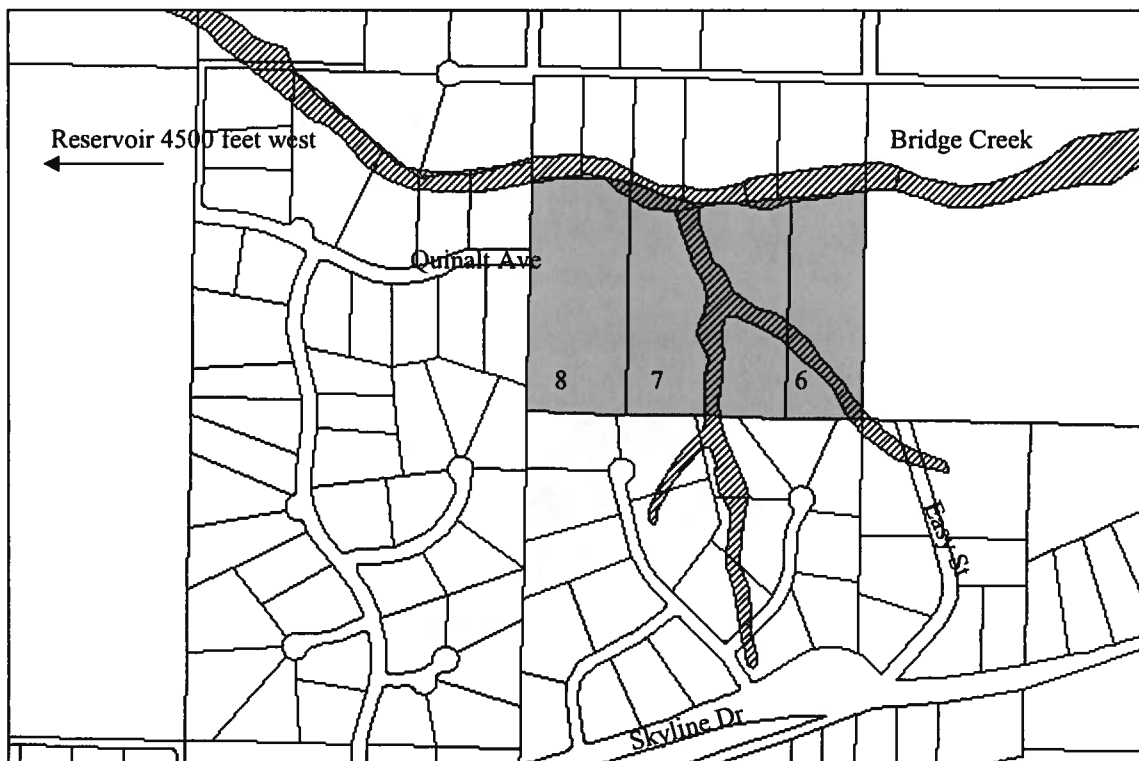
Wetlands: Some discharge slope wetland, possibly a creek to the Reservoir.

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. A fire station is scheduled for construction on the old water treatment foundation for summer 2014.
 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

20012 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

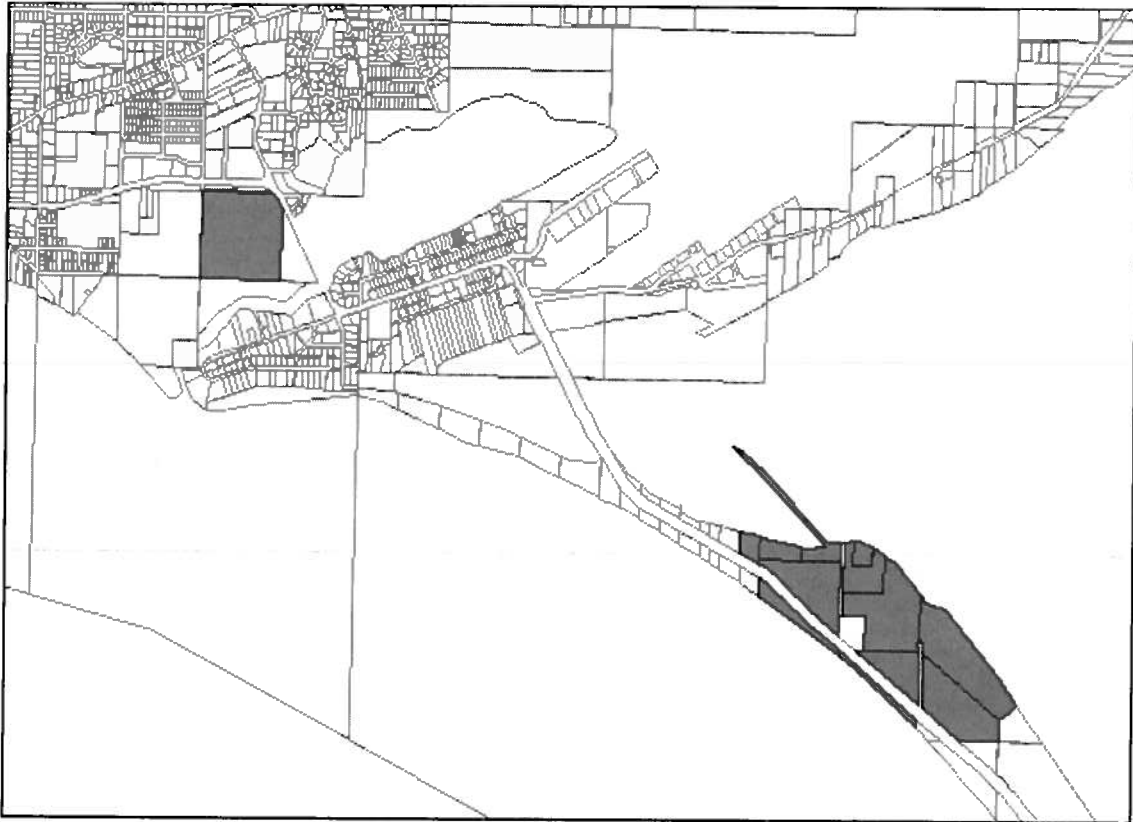
The northern lot line of these lots is bridge creek, and meanders as the creek meanders.

Finance Dept. Code:

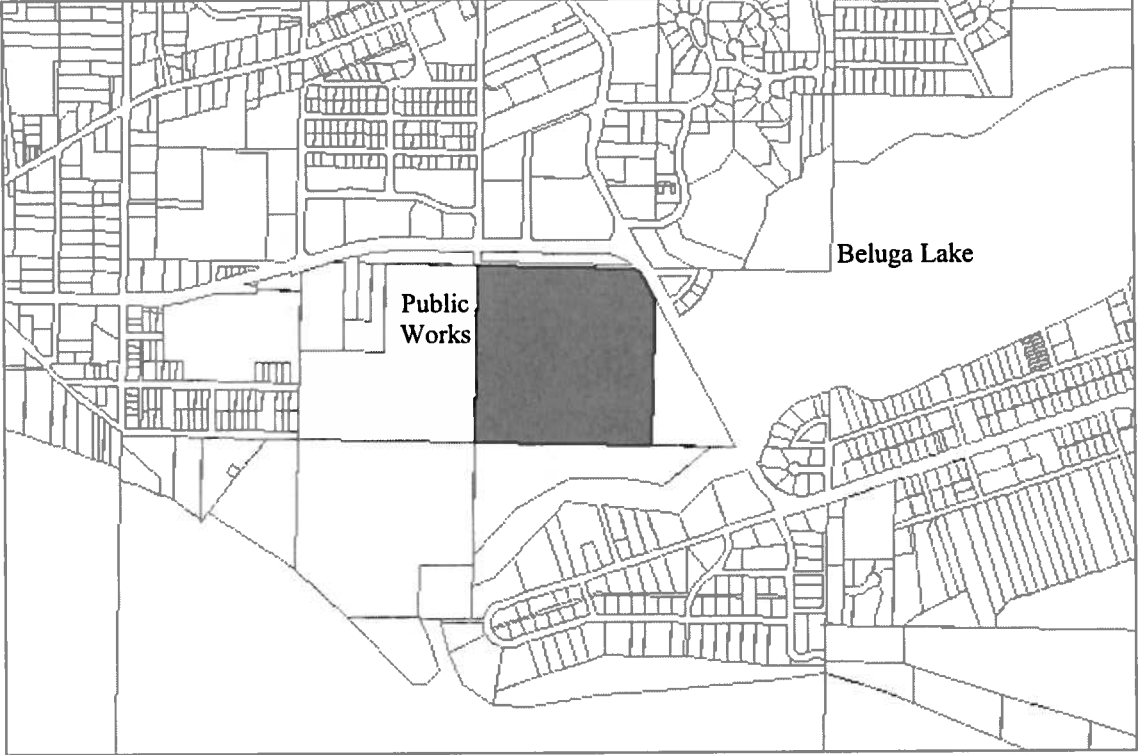
Homer Conservation Easement Lands

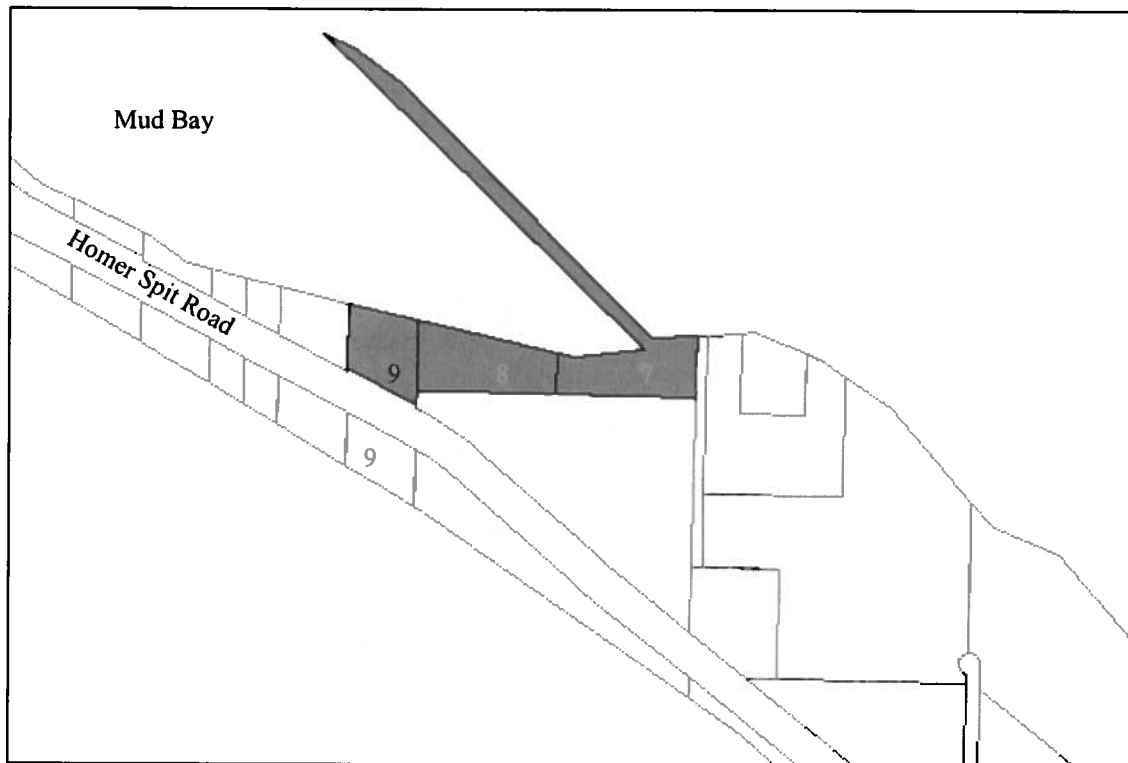
Existing conservation lands in Homer were mainly acquired through Exxon Valdez Oil Spill funding. Generally there are very strict easements on these lands as they were purchased to protect habitat, particularly shorebird habitat in sensitive areas. A portion of Louie's Lagoon has a conservation easement 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: <ul style="list-style-type: none"> • 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:

- 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

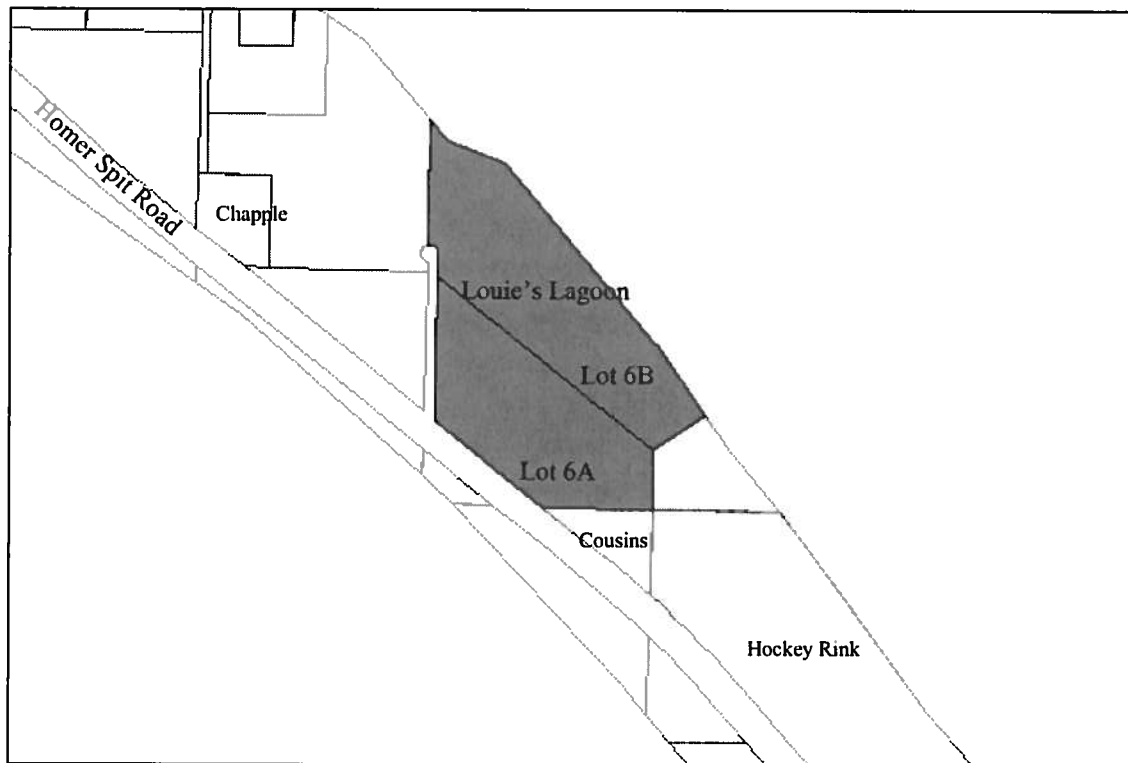
South side of lot 5 is zoned Marine Industrial, but development is restricted by the conservation easement.

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:

City Lands

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
18103324		Portion	Homer Spit Sub No 2 Lot 12-A	A-5
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
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

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103403			T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49 THAT PORTION PER 1.50 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 THAT PORTION OF COAL POINT 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
18103238		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 19	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
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

City Lands

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
18107001		4573.00	T 6S & 7S R 13W SEC 13 22 24 27 33 35 01 & 14 SEWARD MERIDIAN HM 0770064 ALASKA TIDELANDS SURVEY 612 THAT PTN LYING WITHIN SEC 13 & 14 & 22 THRU 24 & 26 THRU 28 & 33 THRU 36 OF T6S & WITHIN SEC 1 & 2 OF T7S EXCLUDING THAT PTN OF TIDELANDS VESTED TO S	C-2

PARCEL ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103213	4666 FREIGHT DOCK RD	4.19	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED TRACT A	C-3
17715402		0.03	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSON SUB AMENDED LOT 46 EXCLUDING HOMER BY-PASS ROAD	C-4
17715403		0.03	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSONS SUB AMENDED LOT 47 EXC HOMER BY-PASS RD*	C-4
17708015		3.00	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0930008 HOMER FAA SITE SUB TRACT 38A	C-5
17719209	209 E PIONEER AVE	4.71	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0000251 - A NILS O SVEDLUND SUB LOT 7 TRACT B & PTN OF TR B AS FOLLOWS: BEG AT SE CORNER OF LOT 7 TH N 0 DEG 2' W 545 FT TO S ROW OF STERLING HWY, CORNER 2; TH N 75 DEG 15' E ALONG ROW 62.6 FT TO CORNER 3 TH S 00 DE	C-5
17520009	131 OHLSON LN	0.32	T 6S R 13W SEC 19 SEWARD MERIDIAN HM PORTION THEREOF S OF OLSEN LANE	C-6
17908009		2.50	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 10	C-7
17908015		2.50	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 21	C-7
17908025		2.50	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 24	C-7
17908026		2.50	T 6S R 13W SEC 14 SEWARD MERIDIAN HM GOVT LOT 25 SOUTH HALF OF GOVERNMENT LOT 30 LYING WEST O	C-7
17908050	4757 Kachemak Drive	0.49	KACHEMAK DRIVE	C-8
17514301		0.27	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 75	D-10
18103214	795 FISH DOCK RD	72.94	T 6S & 7S R 13W SEC 35 & 36 & 1 & 2 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED SMALL BOAT HARBOR	D-11
18103318		0.30	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 17	D-12
18103319		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 16	D-12
18103320		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 15	D-12

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
18103234		0.32	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 15	D-15

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
18103239		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 20	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

City Lands

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

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	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

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18101032		10.78	T 6S R 13W SEC 21 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 14 EXCLUDING KACHEMAK BAY DR	E-25
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 HOMER SPIT SUB AMENDED LOT 2	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

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103401		2.52	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 31	E-32
18103426		1.09 @ 921	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	E-33
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

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
17504023	360 W FAIRVIEW AVE	38.30	ADDN 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	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 OF SEC 5 & S1/2 SE1/4 SE1/4 & S1/2 N1/2 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	F-3

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17305235		70.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM NW1/4 SE1/4 & E1/2 SW1/4 SE1/4 & NW1/4 SW1/4 SE1/4	F-3
17307076	5601 CARTER DR	5.93	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0840119	F-4
17307094	184 SKYLINE DR	7.83	PIONEER VALLEY SUB LOT 2	F-5
17308034	192 SKYLINE DR	3.00	Hillstrands Homestead Lot 1	F-5
17307095,6	188 SKYLINE DR	8.34	T 6S R 13W SEC 8 SEWARD MERIDIAN HM 0960051 TULIN TERRACE SUB UPPER TERRACE LOT 34	F-5
17366006		6.95	Hillstrands Homestead Lot 2	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 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
17366008		9.10	400	F-6
17714006		39.24	T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN 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	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

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
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 LOUIE'S LAGOON LOT 6-B	G-5



Legend

Parcels

City Lands

Available for Lease

Leased Lands

Other City Lands (undesignated)

City Facilities

Parks

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Manager/
4 Police Chief

5 RESOLUTION 14-042
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING
8 THE CONTRACT FOR THE PURCHASE OF A FORD EXPLORER
9 POLICE VEHICLE TO THE FIRM OF KENDALL FORD WASILLA
10 OF WASILLA, ALASKA, IN THE AMOUNT OF \$25,845.00 AND
11 AUTHORIZING THE CITY MANAGER TO EXECUTE THE
12 APPROPRIATE DOCUMENTS.
13

14 WHEREAS, Funds were appropriated in the 2014 budget to purchase a new police
15 vehicle for the Police Department; and
16

17 WHEREAS, Ford Explorers are working well for the Alaska State Troopers, the Seward
18 Police Department, and other agencies in Alaska, and they realize less fuel consumption than
19 the current four-wheel drive vehicles; and
20

21 WHEREAS, The State Equipment Fleet through the State of Alaska Department of
22 Transportation and Public Facilities (ADOT&PF) offers the best pricing; and
23

24 WHEREAS, Kendall Ford Wasilla offers the 2014 Ford Explorer with the police package
25 for the State contract price of \$25,845; and
26

27 WHEREAS, The Explorer will be outfitted with public safety equipment by Alaska
28 Safety in Anchorage, Alaska, with other budgeted funds; and
29

30 WHEREAS, This award is not final until written notification is received by the firm from
31 the City of Homer.
32

33 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the
34 contract for the purchase of a Ford Explorer Police Vehicle to the firm of Kendall Ford Wasilla of
35 Wasilla, Alaska, in the amount of \$25,845.00 and authorizes the City Manager to execute the
36 appropriate documents.
37

38 PASSED AND ADOPTED by the Homer City Council this 24th day of March, 2014.
39

40 CITY OF HOMER
41

42
43 _____
44 MARY E. WYTHE, MAYOR

45 ATTEST:

46

47

48

49 _____
JO JOHNSON, MMC, CITY CLERK

50

51 Fiscal Note: Police Vehicle \$25,845.00 budgeted for 2014 account no. 152-0382-5902



CITY OF HOMER

POLICE DEPARTMENT

4060 HEATH STREET HOMER, AK 99603-7609

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

Memorandum 14-059

DATE: March 11, 2014
TO: Walt Wrede, City Manager
FROM: Mark Robl, Chief of Police
SUBJECT: Vehicle Purchase

The purchase of one new vehicle for the police department was approved in the 2014 budget. We would like to buy a new Ford Explorer through the state's vehicle purchasing program. Public Works recently solicited bids from three different Ford dealers and found that the state's program offered the best pricing. Explorer's are working out very well for the State Trooper's, Seward Police Department and other agencies in Alaska. They are realizing much better fuel economy than our current four wheel drive vehicles.

We plan on outfitting the Explorer through Alaska Safety in Anchorage. Alaska Safety is the primary outfitter for the Troopers, Anchorage Police Department and almost all public safety agencies in Alaska. They have negotiated favorable contracts with all of the major suppliers of public safety equipment and offer the best pricing available. They have been outfitting our police and fire vehicles for years and do not currently have a viable competitor in the state. Part of the cost of outfitting this vehicle will be paid by our insurance company to compensate us for a vehicle totaled out by a drunk driver last year.

We request council authorization to purchase a new Ford Explorer with the police package from Kendall Ford for the state contract price of \$25,845 and to outfit it through Alaska Safety.

Fiscal Note: Expenditure, \$25,845, 152-0382-5902

Will Hutt

From: David Luke <davidluke@kendallauto.com>
Sent: Friday, February 28, 2014 4:02 PM
To: Will Hutt

FORD EXPLORER (Fuel Economy 17/23)

0	Ford Explorer, White w/ Black Hood	\$ 25,646.00	\$ -	(Includes vinyl flo
0	Ecoboost V6 engine	\$ 3,000.00	\$ -	(Floor Mats are N
0	Ford Explorer, Random Color	\$ 25,446.00	\$ -	(Underhood light
0	Road Ready Package (Package 67h)	\$ 2,902.00	\$ -	Delivery to Juneau agencies
0	Ballistic Door Panels, Driver Only (Package 90D)	\$ 1,348.00	\$ -	
0	Ballistic Door Panels, Driver and Passenger (Package 90E)	\$ 2,694.00	\$ -	
0	SYNC with Reverse Sensing System (Package 53M/76R)	\$ 485.00	\$ -	
0	Spot Lamp, Driver Only (Package 51Y)	\$ 182.00	\$ -	
0	Dark car feature (Package 43D) Disables courtesy lamps	\$17.00	\$ -	
0	Rear View Camera with SYNC (Package 21b/53M)	\$ 459.00	\$ -	

David Luke
Commercial Accounts Manager
Kendall Ford of Wasilla
davidluke@kendallauto.com
Phone: (907)352-5677
Cell: (907)355-2717
Fax: (907)352-5629
www.kendallalaska.com

SPECIFICATION #150-PP
MID-SIZE SPORT UTILITY VEHICLE, AWD
POLICE SERVICE PACKAGE

APPLICATION: To be used by the Alaska State Troopers on patrol duties. Weather variance from plus 100 degrees to minus 50 degrees Fahrenheit.

UNIT TYPE: *Ford Explorer Police Vehicle*

- 1.0 Engine: Gas, 3.7L, 300 HP
- 2.0 Transmission: Automatic, 4-Speed w/ OD
- 3.0 Starting Aids:
 - 3.1 Engine Block Heater
- 4.0 Brakes:
 - 4.1 To include anti-lock braking system and traction control
- 5.0 Tires:
 - 5.1 All season radial tires with a full size spare securely mounted on/in the unit (roof mounted is not acceptable)
- 6.0 Body:
 - 6.1 Four (4) Doors
 - 6.2 Wheel base: 112.6 Inches
 - 6.3 Overall Length: 197.1 Inches
 - 6.4 Front license plate bracket
 - 6.5 Privacy Glass, OEM
 - 6.6 Vinyl flooring, with removable floor mats
 - 6.7 Cruise Control and Tilt Steering
 - 6.8 Power windows and door locks
 - 6.9 AM/FM Radio with CD
 - 6.10 Rear Tow Hooks
 - 6.11 Supplemental restraint system for both driver and right front passenger
 - 6.12 Seating: 5-passenger (including driver)
 - 6.12.1 Front bucket seats with no console, or 40/20/40 bench with a removable center section, cloth only
 - 6.12.2 Vinyl rear bench seat
 - 6.12.3 Interior color to be charcoal
 - 6.13 Keys and Door Locks:
 - 6.13.1 OEM power door locks with master control for all doors installed in driver's door.
 - 6.13.2 Inoperable rear door handles and locks OEM Package 68G

- 6.13.3 All cars and locks to be keyed alike (Fleet Keys) for ignition, doors and trunk. To include three (3) keys with each unit.
- 6.14 Hood:
 - 6.14.1 To have double safety latch with hood release inside car.
 - 6.14.2 To have under hood light controlled by a mercury switch.
 - 6.14.3 If requested on purchase order, the hood is to be non-reflective, flat black
- 7.0 Lighting:
 - 7.1 Headlights to have shatterproof type lens or have protective shatterproof covers.
 - 7.2 Spotlight: to be mounted in left-hand pillar post. To be independent of ignition on separate 20 amp fused circuit. OEM. (Priced as option)
 - 7.3 OEM Dome Lights
 - 7.4 Daytime running lights OEM Package 942
- 8.0 Miscellaneous:
 - 8.1 Publications to include factory service bulletins to all regional SEF Managers, and one (1) each operator's manual to be delivered with each vehicle.
 - 8.2 Tool Kit: To be equipped with wheel wrench and jack.
 - 8.3 Delivery Inspection: All final inspections for compliance to specifications on all patrol vehicles are conducted at FOB point.
 - 8.4 Road Ready Package OEM Package 856 (Priced as option)
 - 8.5 Ballistic Door Panels, Driver Only OEM Package 90D (Priced as option)
 - 8.6 Ballistic Door Panels, Driver and Front Passenger, OEM Package 90E (Priced as option)
 - 8.7 Ford SYNC with Reverse Sensing System, OEM Package 53M/76R (Priced as option)
 - 8.8 Rear View Camera OEM Package 21B (Priced as option)

CONTRACT AWARD	STATE OF ALASKA HQ, STATE EQUIPMENT FLEET (Contracting Authority) 2200 E. 42nd Avenue Anchorage, Alaska 99508	CONTRACT AWARD NUMBER CA1685-12
ORDERING HEADQUARTERS, STATE EQUIPMENT FLEET 2200 E. 42ND AVENUE ANCHORAGE, ALASKA 99508 (907) 269-0793 PHONE / (907) 269-0801 FAX CONTRACTOR:: KENDALL FORD ADDRESS: 2701 E. MOUNTAIN VILLAGE DRIVE WASILLA, ALASKA 99654 CONTACT NAME:: DAVE LUKE PHONE NUMBER:: (907) 376-5656 E-MAIL: DAVIDLUKE@KENDALLAUTO.COM	DATE OF CONTRACT: NOVEMBER 21, 2011 DATE INITIAL CONTRACT BEGINS: NOVEMBER 21, 2011 DATE INTIAL CONTRACT ENDS: NOVEMBER 20, 2014 NUMBER & PERIOD OF RENEWAL OPTIONS: NONE RENEWALS EXPIRE ISSUED IN ACCORDANCE WITH BID # SEF- 1685 DATED: OCTOBER 19, 2011 ESTIMATED VALUE OF INITAL TERM: \$2,000,000.00	
SEND INVOICES IN DUPLICATE TO: STATE EQUIPMENT FLEET, 2200 E. 42ND AVENUE, ANCHORAGE AK 99508		
THIS ORDER CONSTITUTES A BINDING COMMITMENT BETWEEN THE STATE AND THE CONTRACTOR LISTED HEREON. UNAUTHORIZED MODIFICATION WITHOUT THE EXPRESSED PRIOR APPROVAL OF THE CONTRACTING AUTHORITY WILL RESULT IN A FINANCIAL OBLIGATION ON THE CONTRACTOR AND/OR UNAUTHORIZED STATE PERSONNEL MAKING THE CHANGE.		
<div style="text-align: center;"> DESCRIPTION THREE YEAR CONTRACT FOR POLICE VEHICLES CONTRACTING OFFICER KRISTI FUTREL PHONE: (907) 269-0793 FAX: (907) 269- TABLE OF CONTENTS SECTION I. SPECIAL TERMS & CONDITIONS II. STANDARD TERMS & CONDITIONS III. SPECIFICATIONS IV. PRICE SCHEDULE </div>		
CONTRACTING AUTHORITY NAME & KRISTI FUTREL, CONTRACTING OFFICER	SIGNATURE	
CONTRACTOR AUTHORITY NAME & TITLE	SIGNATURE	
IMPORTANT 1. Contract award number and ordering department name must appear on all invoices and documents relating to this order. 2. The State is registered for tax free transactions under Chapter 32, IRS Code Registration No. 92-601185. Items are for the exclusive use of the State and not for resale.		

SECTION I SPECIAL TERMS AND CONDITIONS

1.0 CONTRACT INTENT:

- 1.1 Three Year Contract for Ford Taurus Police Interceptors, Ford Expedition SUV and Ford Explorer SUV
- 1.2 Quantities: Ford Taurus or Chevrolet Caprice estimated quantity is 35. SUV estimated quantity is 60.
- 1.3 Location of Use: Statewide
- 1.4 Dealer warranty locations, at a minimum: Anchorage and Fairbanks
- 1.5 In addition to the State of Alaska requirements, the Municipality of Anchorage and other Alaska political subdivisions may cooperatively purchase from the resulting contract.
 - 1.5.1 At no time may the contractor change the terms and conditions, alter the price to another entity, which differs from the contractual price, nor charge undisclosed administrative fees to allow cooperative purchasing.

2.0 DELIVERY:

- 2.1 **Pre-delivery service:** Prior to delivery, each vehicle, piece of equipment or attachment shall be serviced and inspected by the dealer or his agent. Inspection must include the following (as applicable to the type of equipment):
 - 2.1.1 Dealer and vehicle identification.
 - 2.1.2 Check-off of service and inspection performed including a list of all fluids including type weight and specification that are in the equipment as delivered for all fluid compartments.
 - 2.1.3 The vehicle's crankcase, differential and transmission, and other fluid compartments shall be filled to the manufacturer's recommended capacity.
 - 2.1.4 Fuel tank shall be filled to at least register a minimum ¼ full on the fuel gauge, unless restricted by the commercial carrier, when the vehicle arrives at the delivery location.
 - 2.1.5 The vehicle shall be clean and free from defects when delivered and should be ready for immediate and continued use upon delivery.
 - 2.1.6 Units delivered in an incomplete state, or which have deficiencies per the specification, are subject to the damage charges as noted in paragraph 5.0 below.
- 2.2 **Delivery Receipt:**
 - 2.2.1 A delivery receipt will be required. The receipt must be filled out by the vendor, and acknowledged by state receiving personnel by signature and date of actual receipt of equipment. One copy of this delivery receipt is to be given to the state-receiving agency.
 - 2.2.2 Vendors are cautioned and advised that such delivery forms or other receiving type documents will not in any way be construed to mean the state has formally and fully accepted unit(s) referenced thereon as complete and meeting every specification set forth. Only the Contracting Officer or designee may sign warranty documentation.

3.0 LINE SHEETS/BILL OF MATERIALS:

- 3.1 It is required within 30 days after delivery that the successful bidder provides a comprehensive listing of all components used to assemble the unit.
- 3.2 This includes any components installed by the manufacturer or any subcontractor or the successful bidder.
- 3.3 Information will include at a minimum, when available, make, model serial number on items such as engines, transmissions, axles, tires, bodies, etc. The listings will be specific to each piece of equipment and will be provided on an individual CD for each unit delivered.
- 3.4 A minimum of two (2) CD's per unit are to be provided and marked with the make, model, and last main numbers of the units serial number or State PO number.

4.0 F.O.B. POINT:

- 4.1 The F.O.B. point is as listed in Section IV, Bid Schedule. Ownership of and title will remain with the contractor until delivery is complete to final destination and accepted by the State. Equipment is not to be driven on the Alcan Highway without prior written approval from the contracting officer.

5.0 DAMAGES FOR LATE DELIVERY AND NON-CONFORMING GOODS:

- 5.1 Time is of the essence in this contract. The Bidder is expected to deliver goods that conform in all material respects to the contract specifications on or before the date provided therein, as may be amended by written agreement of the parties.
- 5.2 In the event that the equipment is delivered late or does not conform to the contract specifications, the State shall be entitled to offset against the Contract Price, as liquidated damages and not as a penalty, an amount equal to the cost of renting like equipment, multiplied by the number of calendar days elapsing between the delivery date provided in the bid schedule and the delivery date to the State. In the case of a truck of this class, that daily rental fee is determined to be \$50.00. The number of days for which liquidated damages shall apply shall include, in the case of non-conforming goods, the time reasonably necessary for the State to perform inspection.
- 5.3 These liquidated damages represent a reasonable estimate of amounts necessary to compensate the State for loss of use of the goods during the period in which the goods would have been available to the State if conforming goods had been timely delivered.

6.0 WARRANTY:

- 6.1 **Standard Warranty Package:** Unless otherwise stipulated by this ITB, the successful bidder will provide a three-year (36-month) warranty.
- 6.1.1.1 Full (100%) Parts and Labor Warranty Coverage of all components for 36 months (year one), from the date the unit is placed in service at the assigned location.
 - 6.1.1.2 Full (100%) Warranty Coverage includes all cost of labor, parts, freight, lubricants, miscellaneous cost, etc., to place the unit in like-new condition.
 - 6.1.2 Should the manufacturer's standard warranty exceed the minimum State warranty requirements, the manufacturer's warranty will run in conjunction with and enhance the State's warranty, then continue for the remainder of its term.
 - 6.1.3 For clarification, warranty does not apply to normal wear and tear or maintenance items, accident damages, misuse of equipment or failure to operate or maintain equipment as prescribed by vendor/manufacture.
 - 6.1.4 Warranty on Attachments: Same as Standard Warranty Package.
 - 6.1.5 In-Service Date: Warranty on vehicles not placed in service immediately upon receipt because of time lag to construct body components and/or installation of special equipment, or due to seasonal usage or other delay, shall be warranted from the date the vehicle is placed in service. The receiving agency shall notify the vendor/manufacture in writing of the actual "in service" date. Notification of the requirement for delayed warranty will be provided on delivery orders whenever possible.
- 6.2 **Warranty Claims:**
- 6.2.1 Warranty will be provided at the unit's assigned (in-service) location. Because of the remote location of some equipment it is not always practical to deliver equipment to authorized warranty repair facilities. In these cases, the vendor may perform warranty work at the state's location or, the State of Alaska, at its discretion, reserves the right to perform the warranty work and be reimbursed by the vendor. If travel is required by State personnel to perform the work, actual costs will be used for reimbursement.
 - 6.2.2 The State of Alaska has established a warranty procedure whereby the vendor is to be notified via letter, email, or fax, that warranty work needs to be performed. If time is of the essence, a telephone call confirmed by one of the above written procedures may be utilized.
 - 6.2.3 The vendor must notify the state within 24 hours of verbal or written notification that it will begin to perform the warranty work at the equipment location.

- 6.2.4 The State may, at its discretion, proceed to make warranty repairs with its own work force in the case of emergency situation or to preclude excessive downtime (greater than 24 hours). The State will require a PO to perform the warranty work.
- 6.2.5 Failure to notify the State that the vendor intends to begin to perform warranty is considered a contractual breach.
- 6.2.6 The vendor will be invoiced for required warranty work performed by the state. Warranty work performed by the state will be charged at the current SEF shop labor rate at the time of the repair. Actual repair time will be used.
- 6.3 **Warranty Performed by Vendor:**
 - 6.3.1 The State will reimburse travel costs not reimbursed by the manufacturer for travel to and from the bidder's closest warranty service center within the State of Alaska to the location of the equipment under warranty. Travel costs will be billed as follows
 - 6.3.1.1 Mileage Charge: Mileage will only be reimbursed for travel within Alaska at the rate allowable by the IRS.
 - 6.3.1.2 Meals are paid at actual and charges must be accompanied by receipts and are not to exceed the State authorized \$60.00 per day.
 - 6.3.1.3 Transportation, such as airfare, shall be reimbursed at actual and all charges are to be accompanied by a receipt/copy of the coach ticket.
 - 6.3.1.4 Lodging shall be reimbursed at actual and shall not exceed \$150.00 per night unless no other lodging is available. Requests for reimbursement must be accompanied by a receipt.
 - 6.3.2 Travel will only be reimbursed for time in Alaska.
 - 6.3.3 After hours, weekend and holiday travel must be approved by the contracting officer to be considered for reimbursement. The State will not pay for weather delays.
- 6.4 **Authorized Warranty Dealer (Contractor) and Subcontractor:**
 - 6.4.1 The use of a subcontractor does not exclude any provisions as listed in this ITB, as requirements to the contractor.
 - 6.4.2 Contractor must have the capability of providing warranty servicing and repair work within the State of Alaska with a manufacturer authorized warranty repair facility per 1.4.
Provide name and address for each Authorized Warranty Dealer for each location.
(*) Kendall Ford-Wasilla, Cal Worthington Ford-Anchorage, Seekins Ford-Fairbanks
The Contractor must also provide in their bid package, contractual documentation or agreements with the subcontractor insuring the state that the subcontractor will provide complete contract performance on behalf of the contractor as set forth in this ITB and verification that the work provided will maintain manufacturer's warranty requirements.
(*) None
The ultimate responsibility for warranty lies with the contractor (bidder).
 - 6.4.3 The State reserves the right to inspect the warranty facility prior to issuing the Notice of Intent to Award a contract.
- 6.5 **Factory Recall:**
 - 6.5.1 Nationwide factory recall or product update programs are the responsibility of the vendor and/or manufacturer. The State will attempt to bring affected equipment to an authorized repair facility. However, because of the remoteness of some equipment this is not always practicable or economical. In such cases, factory recall and modification work will be handled the same as warranty work. Factory recall notices sent to the state should, in addition to serial number, include model, year, and dealer.

7.0 REPAIR ORDERS AND DOCUMENTATION:

- 7.1 Any work performed by the contractor or approved subcontractor, whether warranty or any other work on a piece of equipment purchased under this ITB, will require a copy of the repair order, any invoices showing parts and commodities including oils and types used.

8.0 PUBLICATIONS:

- 8.1 Paper publications are to be received by the State of Alaska no later than 10 days after receipt of the unit. Custom manuals may be delivered no later than 90 days after receipt of the unit. Delivery will not be considered complete until the publications for each unit have been received by the State of Alaska. Note: Publications, when required, will be ordered on the same Purchase Order as the unit itself.

8.1.1 All paper manuals are to be pre-assembled in factory binders prior to delivery.

8.2 Service Manuals:

8.2.1 Complete set(s) to include applicable information covering prime unit and attachments:

8.2.2 Body, chassis, and electrical

8.2.3 Engine, transmission, and differential(s) (service and rebuild)

8.2.4 Electrical and vacuum troubleshooting

8.2.5 Wiring diagrams

8.2.6 Service specifications

8.2.7 Engine/emission diagnosis

8.3 Parts Manuals:

8.3.1 Complete set(s) including all updates. If updates are not provided during the warranty period, the State may order them from the manufacturer and bill the contractor for the full cost, including shipping.

8.3.2 Parts manuals are to be customized by serial number.

8.4 **Operator's Manuals:** Complete set(s) to include prime unit and attachments.

8.5 **Quantities:** As per Section IV – Bid Price Schedule.

8.6 **Manuals:** To be delivered to, and receipt signed by person(s) as noted on the Purchase Order.

8.7 **Service Bulletins, Etc.:** The successful bidder must provide appropriate service bulletins, technical support bulletins, service letters, product support bulletins, and/or any other information type notifications that are sent out to the vendor or used by the manufacturer in the maintenance and report of the vehicle, equipment or attachments being provided. The intent of this clause is that the State of Alaska be provided notification of any and all changes or improvements that may affect the maintenance, reliability, longevity, and safety of our equipment. This information will be provided as soon as possible to person(s) as noted on the Purchase Order.

9.0 **STATEMENT OF ORIGIN:** The bidder will be required to furnish a Manufacturer's Statement of Origin for Automotive or Non-Automotive rolling stock for each unit. All such documents shall be forwarded within 2 business days of delivery to:

DOT&PF, HQ State Equipment Fleet
2200 E. 42nd Avenue Room #316
Anchorage, Alaska 99508

10.0 INSPECTIONS:

10.1 The State's inspection of all materials and equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final or as acceptance of the materials or equipment if materials or equipment do not conform to Contract requirements. If there are any apparent defects in the materials or equipment at the time of delivery, the State will promptly notify the Contractor thereof. Without limiting any other rights of the State, The State at its option, may require the Contractor to:

10.1.1 Repair or replace at Contractor's expense, any or all of the damaged goods,

- 10.1.2 refund the price of any or all of the damaged goods, or
- 10.1.3 accept the return of any or all of the damaged goods.
- 10.2 Costs of remedying all defects, indirect and consequential costs of correcting same, and/or removing or replacing any or all of the defective materials or equipment will be charged against the Bidder.
- 10.3 The unit must be complete and able to operate at its full capacity prior to travel of state personnel. If the unit is not complete, does not pass inspection, or is not able to operate and be tested to full capacity, the contractor may be required to pay for additional inspection trips until the unit is able to pass a full inspection. It is at the State's discretion to determine if additional inspections are necessary. This may be in addition to Liquidated Damages as stated in 5.0 above.

11.0 PRICE:

- 11.1 **Price Guarantee:** The Contractor is responsible to maintain prices under the contract firm for model year. All price increases or decreases must remain firm for the following model year.
- 11.2 **NO RETROACTIVE PRICE INCREASES WILL BE ACCEPTED.**
- 11.3 Price adjustments, increases or decreases, for subsequent orders, may be made by providing the Contracting Officer satisfactory evidence that all of the following conditions exist:
 - 11.3.1 The increase is a result of the increased cost at the manufacturer's level and not costs under the contractor's control, and that;
 - 11.3.1.1 The increase will not produce a higher profit margin for the contractor than that on the original contract, and that;
 - 11.3.1.2 The increase affects only the item(s) that are clearly identified by the contractor.
 - 11.3.1.3 Satisfactory forms of the evidence of the above facts may include a certified invoice from the manufacturer, or an affidavit from an independent professional price-tracking firm that is recognized by the industry as reputable and knowledgeable. The contractor must be able to show the difference between the prior year's price and the current difference in the price being requested.
- 11.4 **Price Decreases:** During the period of the contract, the Contractor must pass on to the state all price decreases, such as fleet rebates. A Contractor's failure to adhere strictly and faithfully to this clause will be considered a material breach of contract. The state reserves the right to cancel the contract if the contractor fails to properly perform the duties set out herein.

12.0 MANUFACTURER'S REBATE (INCENTIVES): In any circumstance during or prior to completion of the contract, whereupon the State of Alaska becomes eligible to receive a rebate for any vehicle purchased under this contract, it shall be the BIDDER'S responsibility to inform the Contracting officer in writing and to advise the procedures for obtaining such rebates.

13.0 REPLACEMENT PARTS:

- 13.1 The State of Alaska shall expect the dealer or manufacturer to provide replacement wear parts at their authorized warranty facilities for the entire warranty period on any given unit and/or the entire term of the contract.
- 13.2 Contractor will be required to have parts available in stock at their warranty locations or available within 2 business days at no additional freight cost to the state. This includes wear parts and commonly used parts for the units being sold under contract.
- 13.3 Transportation (freight) cost for items on the list of parts required to stock shall be standard surface freight charges. No Air or Priority freight charges will be allowed for items on the required stocking list.
- 13.4 Parts Return: Within 12 months of the invoice date, the State is to be allowed to return new parts with full refund, less actual shipping charges. **Cores returned within 12 months of original invoice date will receive full core credit.** Returned parts will be in new, resellable condition. Refund will be in the form of a credit/invoice credited to the SOA account with the vendor. ☐
- 13.5 Parts Warranty: All products supplied by the contractor shall be warranted against defects in materials and workmanship for a minimum of 90 days, commencing at the time of installation as long as the installation is

within 12 months of purchase. The cost of any defective product and the labor required to replace the defective product shall be the obligation of the contractor.

13.5.1 If the manufacturer's warranty exceeds the stated warranty then manufacturer's warranty supersedes.

13.6 Invoicing: Full description of item is required on all invoices, packing lists and billings.

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 14-043

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A TWENTY-YEAR LEASE, WITH TWO FIVE-YEAR OPTIONS, FOR SNUG HARBOR SEAFOODS ON LOT 13B, PORT INDUSTRIAL SUBDIVISION NUMBER 2, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, On December 13, 2010 the Homer City Council adopted Resolution 10-98 entitled "A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A FIVE YEAR LEASE WITH TWO ONE YEAR OPTIONS ON ONE HALF OF LOT 13 B FOR SNUG HARBOR SEAFOODS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE DOCUMENT"; and

WHEREAS, At the time the lease was approved, the applicant made a commitment to installing a permanent building affixed to a foundation and connected to City water and sewer; thus resolving outstanding zoning issues and paving the way for a new lease; and

WHEREAS, Lease negotiations have continued in the interim and during this period, the applicant's needs and desires changed and the company decided to submit a revised lease proposal; and

WHEREAS, The new lease proposal differs from the original in several significant ways which include:

- The applicant wishes to lease Lot 13 B in its entirety as opposed to one half of the Lot. This provides for expanded activities and a better, more efficient use of space.
- The applicant proposes a larger building that can accommodate a greater range of activities. This represents a significant increase in investment and commitment.
- The list of proposed uses and activities has expanded which may result in additional employment opportunities, taxes, and other revenues.
- The applicant requests a longer lease term, twenty years with two five year options in recognition of the increased investment and economic benefit to the City.

WHEREAS, It is appropriate that the City Council review and approve the new lease proposal given the scope and nature of the proposed revisions; and

WHEREAS, The City administration has reviewed the revised proposal using the criteria contained in the adopted Lease Policy, determined that the revised proposal is in the City's interest, and recommends approval of a new lease incorporating the revisions listed above; and

WHEREAS, The Lease Committee reviewed the revised proposal and staff report at a Special Meeting on March 21, 2014 and recommends approval.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a new twenty-year lease, with two five-year options, for Snug Harbor Seafoods, on Lot 13B, Port Industrial Subdivision Number 2, and authorizes the City Manager to execute the appropriate documents.

BE IT FURTHER RESOLVED a copy of the draft lease, site plan, and building plan is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 24th day of March, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Rent \$15,834.44 annually.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 14-o6o

TO: Lease Committee

FROM: Walt Wrede

DATE: March 14, 2014

SUBJECT: Revised Lease Proposal / Snug Harbor Seafoods

Background

In the Fall of 2010, the City issued a Request for Proposals (RFP) to lease parcels of land adjacent to the port and harbor. The RFP specifically requested proposals for all or a portion of Lot 13 B, Port Industrial Subdivision #2. The City received one proposal for half of Lot 13 B from Snug Harbor Seafoods. Snug Harbor requested a shorter term lease because it wanted to continue to do business at that location but wished to stay flexible, monitor changes in the industry, and defer large capital investment for the immediate future. The Lease Committee reviewed the proposal and staff recommendations at a Special Meeting on November 30, 2010. The Committee recommended approval of the lease proposal and also recommended a five year term with two one-year options. This recommendation was consistent with a prior recommendation from the Committee that the City make shorter term leases available to companies which provide a significant economic impact but are not in a position to make a large capital investment.

On December 13, 2010, the Homer City Council adopted Resolution 10-98 entitled "A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A FIVE-YEAR LEASE WITH TWO ONE-YEAR OPTIONS ON ONE HALF OF LOT 13 B FOR SNUG HARBOR SEAFOODS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE DOCUMENT." At the time the proposal was reviewed and approved, the applicant made a commitment to installing a permanent building affixed to a foundation and connected to City water and sewer. This commitment resolved some outstanding zoning problems, provided for a more permanent, legal structure, and made a longer term lease possible (longer than a standard short term, six month lease).

What Has Occurred in the Interim?

The City and Snug Harbor have continued lease negotiations during the interim. The negotiation process took longer than anticipated but there was a lot to do and the result has been good for both the City and Snug Harbor. The primary reason for the delay is that Snug Harbor's plans for the site and for the building have changed significantly. Snug Harbor is now requesting that it be able to lease Lot 13 B in its entirety. Its original proposal was for one half of the lot. Lot 13 B contains approximately 22,622 square feet. This request is made to accommodate an expanded operations plan and provide for a better site plan and space utilization.

In addition to the request for additional space, Snug Harbor has expanded its building plan and the range of activities the building can accommodate. The approved building and site plans are attached for your information. This represents an increased and significant investment compared to the original proposal and warrants a longer lease term. The proposed uses in the new facility include seafood purchases; both commercial and sport, sport and commercial fish retail sales, storage, office space, watchman's quarters, shower and restroom facility, kitchen facility, other seafood logistics and support activities, and possible fish processing in the future. The City has also followed-through with its stated intent to make improvements adjacent to Lot 13 B which includes paving Fish Dock Road and constructing the pathway along the breakwater.

What is the Present Status of Lease Negotiations?

Lease negotiations are complete and Snug Harbor awaits approval by this Committee and the City Council. The company fundamentals regarding things like corporate status, financial capacity, experience, etc. have not changed to the degree that they warrant a detailed discussion here. We are confident that Snug Harbor has the capacity to do what it promises and comply with the terms of the lease. This is a much stronger proposal than the original because it is a significantly greater investment and commitment and it is likely to result in more jobs and increases taxes and revenues.

The attached site plan and building plan has been reviewed and approved by both the Fire Marshall and the City Planning Department. The lease document itself has been reviewed several times by the parties and agreement has been reached on the document and all key items including allowed uses, development schedule, rent, and term. The rent is based upon an appraisal. Discussions between the parties continue regarding allowed equipment on the Fish Dock, but that is a separate discussion and will be handled through the Fish Dock Permitting process.

What has Changed? Why is a New Approval Needed?

The City Administration felt that it was important to have the revised proposal reviewed and approved again because it is significantly different than what was originally approved. The primary differences are:

- A larger building which represents a much greater investment and commitment
- A revised and expanded list of proposed uses which could result in more jobs and additional revenue.
- A revised site plan and request to lease the entire Lot 13 B instead of just half of it.
- A new term: 20 years plus two five-year options.

RECOMMENDATION

Recommend approval of a new lease for Snug Harbor Seafoods for Lot 13 B in its entirety; term 20 years plus two five-year options, lease amount \$15,835.44 annually to start, and the building, site plan, and permitted uses as described above.

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND SNUG HARBOR SEAFOODS, INC.

Dated _____, 2014

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of _____, 2014, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and SNUG HARBOR SEAFOODS, INC., a State of Alaska Corporation ("Tenant"), whose address is PO Box 701, Kenai, AK, 99611.

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 Snug Harbor Seafoods.
- (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" Legal Description of Property

Exhibit "B" Tenant's Lease Proposal

Exhibit "C" Site Plan/ Required Improvements

Exhibit "D" Certificates of Insurance

Exhibit "E" 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 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, Homer Recording District, State of Alaska, containing 22,622 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103425;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property. Subject to future trail easement along revetment.

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.

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 twenty (20) years, commencing on _____, 2014, and ending on _____, 2034 ("Term").

3.02. Options to Extend Lease Term.

(a) Tenant has the option to extend the Term for two (2) additional, consecutive five (five) year periods (each an "Extended Term"), provided that:

(1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before the last day of the Term or current Extended Term, as the case may be;

(2) At the time Tenant exercises the option, and at all times thereafter until the Extended Term commences, Tenant is not materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease; and

3) Tenant may exercise no more than one option to extend the Term during the Term or any Extended Term.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in Section 3.02(a) renders that option and all options as to subsequent Extended Terms null and void.

3.03 Lease Renewal.

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

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

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

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

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$15,835.44 ("Base Rent"). Base Rent is payable monthly in advance in installments of \$1,319.62, plus tax, on _____, 2014, and on the 1st day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Commencing January 1, 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. Tenant has on deposit with Landlord an amount of \$938.00 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 seafood buying as described in **Exhibit B**. The incorporated uses for seafood buying include sport fishing and retail sales, storage, office space, watchmen's quarters, shower/restroom facility, kitchen facility, and other seafood support activities. Additionally, Tenant's use may include fish processing in the future.

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"):

A 42 foot x 47 foot building on a concrete pad with hook-up to water & sewer and exterior lighting.

The Required Improvements also are depicted in the Site Plan in **Exhibit C**. Tenant shall commence construction of the Required Improvements by _____, prosecute the construction of the Required Improvements with diligence, and Complete construction by _____.

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

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

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

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

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

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

6.04 Extensions of Time for Completion of Required Improvements. Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal

to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

6.05 Additional and Replacement Improvements.

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

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

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

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

6.08 Disposition of Improvements at End of Term.

(a) At the expiration of the Term or Extended Term Tenant shall leave in place on the Property all improvements designated in **Exhibit C** 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.

7.10 Fish Dock Use Permit. Before using the City of Homer Fish Dock, Tenant shall obtain a City of Homer Fish Dock Use Permit. Tenant shall continue to have a current Fish Dock Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term and any Extended Term, and (ii) the date Tenant ceases to use the Fish Dock.

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) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.

(3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

(4) 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 D**. 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 E** 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:

Paul Dale, Registered Agent
Snug Harbor Seafoods, Inc.
PO Box 701
Kenai, AK 99611
Facsimile: (907) 283-6127
Email: snug@alaska.net

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.

14.20 Prior Lease. Landlord and Tenant are parties to a prior lease affecting the Property dated September 28, 2009. This Lease replaces and supersedes the Prior Lease effective as of _____, 2014, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

Landlord:

Tenant:

CITY OF HOMER

SNUG HARBOR SEAFOODS, INC.

By: _____
Walt Wrede, City Manager

Paul Dale, President

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2014, by Walt Wrede, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska

My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2014, by Paul Dale, as President of Snug Harbor Seafoods, Inc. on behalf of Snug Harbor Seafoods, Inc.

Notary Public in and for Alaska

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

(Section 2.01)

Lot 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, Homer Recording District, State of Alaska, containing 22,622 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103425;

EXHIBIT B
TENANT'S LEASE PROPOSAL

EXHIBIT C
SITE PLANS/REQUIRED IMPROVEMENTS
(Section 6.02)

A 42 foot x 47 foot building on a concrete pad with hook-up to water & sewer and exterior lighting.

EXHIBIT D
CERTIFICATES OF INSURANCE
(Section 9.04(d))

EXHIBIT E
PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of Snug Harbor Seafoods, Inc. ("Tenant") insurance policies from Tenant's broker and/or insurer, Parker, Smith & Feek, Inc.; Mt. Hawley Insurance Company; Liberty Northwest Ins. Co.; and _____ . 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: _____, 2014

SNUG HARBOR SEAFOODS, INC.

By: _____
Paul Dale, President

**CITY OF HOMER
HOMER, ALASKA**

Lease Committee

RESOLUTION 10-98

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A FIVE YEAR LEASE WITH TWO ONE YEAR OPTIONS ON ONE HALF OF LOT 13B FOR SNUG HARBOR SEAFOODS AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE DOCUMENT.

WHEREAS, The short term, “a-typical” lease for the current tenant of Lot 13B (Snug Harbor Seafoods) expired on September 30, 2010; and

WHEREAS, The Lease Committee recently issued a Request for Proposals for Lot 13B and received one proposal from the current occupant; and

WHEREAS, The Lease Committee reviewed the proposal from Snug Harbor Seafoods at its special meeting on November 30, 2010; and

WHEREAS, The proposal was for a five year lease with two one year options and the applicant committed to installing a permanent building affixed to a foundation that was connected to the City water and sewer system and complied with the City zoning code; and

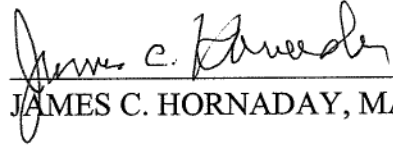
WHEREAS, The Lease Committee has recommended in the past that the City make property available for leases with a shorter term to companies which provide a large economic impact to the community but are not in a position to make a long term capital investment; and

WHEREAS, The Lease Committee adopted the following amended motion: “That after reviewing the proposal from Snug Harbor Seafoods, the Lease Committee recommends that a five year lease with two one year options be approved and that the City Manager be authorized to negotiate the lease rate with a minimum monthly fee set at appraised value and that the applicant provide a current business license.”


NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a five year lease with two one year options on one half of Lot 13B for Snug Harbor Seafoods and authorizes the City Manager to negotiate and execute the lease document consistent with the recommendations of the Lease Committee.

PASSED AND ADOPTED by the Homer City Council this 13th day of December, 2010.

CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Revenue, approximately \$10,000 per year.

CITY OF HOMER
HOMER, ALASKA

City Manager

RESOLUTION 14-044

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING THE ASSIGNMENT OF THE HAPPY FACE LAND
LEASE, LOT 32, HOMER SPIT AMENDED, TO YONG KIM DBA
LEE AND KIM LLC, EXTENDING THE TERM OF THE LEASE TO
TWENTY YEARS, WITH TWO FIVE-YEAR OPTIONS, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, The owners of the Happy Face Restaurant and Sportsman's Marine Supply
have reached a tentative agreement to sell the building and business to Yong Kim dba Lee and
Kim LLC; and

WHEREAS, The buyer has requested an assignment of the lease and extension of the
lease term in order to complete the transaction and obtain the necessary financing; and

WHEREAS, Chapter 13.3 of the Lease Policy provides that the assignee shall submit a
new lease application form complete with all attachments and proposals following the process
described for new lease applications, and submit it along with any applicable fees to the Lease
Committee for review; and

WHEREAS, A Lease Application / Assignment Form has been submitted and found to
be complete and responsive pursuant to Chapter Five of the Lease Policy; and

WHEREAS, The City Administration has reviewed the application using the proposal
evaluation criteria contained in Chapter 6 of the Lease Policy and met with the applicant
pursuant to Chapter 5.1 B; and

WHEREAS, The Administration has concluded that the applicant has the experience,
financial capacity, investment plan, and growth potential to provide a significant benefit to the
City and justify an assignment of the lease; and

WHEREAS, Section 14.4 of the Lease Policy provides that "if a lessee intends to assign
the lease as part of the sale of the business located on the lease lot, the person who intends to

purchase the business may apply to extend the lease term to allow the continuation of the business and secure financing for the purchase.”; and

WHEREAS, The new owner has applied for financing through the Small Business Administration and approval is contingent upon the lease term being extended.

WHEREAS, The Administration recommends assignment of the lease, transfer to the new standard lease document, extension of the term to twenty years with two five-year options, and rent at appraised value; and

WHEREAS, The Lease Committee reviewed the application at a Special Meeting on March 21, 2014 and recommends approval.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the assignment of the lease on Lot 32, Homer Spit Amended, to Yong Kim dba Lee and Kim LLC and authorizes the City Manager to execute the appropriate documents.

BE IT FURTHER RESOLVED that the term of the lease shall be twenty years with two five-year options, the rent shall be appraised market rent, and the permitted uses shall be those included in the draft lease, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 24th day of March, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Current rent is \$17,739.96 annually. Appraisal will be completed April 2014 to adjust rent rate.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 14-061

TO: Lease Committee

FROM: Walt Wrede

DATE: March 14, 2014

SUBJECT: Assignment of Happy Face Lease / Lot 32 Homer Spit Amended

Background

The Happy Face Restaurant /Sportsman's Marine Supply has been for sale for several years. The City took a look at purchasing the building and remodeling it for the new Port and Harbor Building. The owners have been in contact with the City several times over the past few years about a possible purchase. They have also contacted the City to gauge the City willingness to approve an assignment of the lease and to better understand the mechanics of doing that. The owners of the Happy Face have now reached an agreement with a prospective buyer. The buyer has requested an assignment of the lease and an extension of the term in order to complete the deal and obtain financing. The new owner is Yong Kim dba Lee and Kim LLC.

The lease policies address lease assignments in Chapter 13.3 and Chapter 14. The City has determined that the lease is assignable, that the current owner is in good standing, and that the owner has requested an assignment in writing; all of which is required by the Lease Policies. Chapter 13.3 provides that the assignee shall submit a new lease application form complete with all attachments and proposals following the process described for lease applications, and submit it along with any applicable fees to the Lease Committee for review.

A Lease Application / Assignment Form has been submitted and found to be complete and responsive. Andrea Browning worked closely with the Applicant and her agent to make sure all relevant information was submitted. Andrea, the City Manager, and the Port and Harbor Director had a pre-application meeting with the applicant on March 6, as provided in Chapter 5.1 B. Chapter 5 of the Lease Policies contains the lease application process. A checklist of the required information was prepared by Andrea Browning and is attached for your information.

Analysis

Chapter 6 of the Lease Policies contains the proposal evaluation criteria. These criteria are mostly applicable to new leases but some have relevance to the assignment of a lease containing an existing business. Following is a discussion of relevant criteria:

- The proposed use is consistent with neighboring uses and the zoning code. The new owners will continue the existing use and expand it into new areas. The allowed uses proposed for the lease include restaurant, grocery and sporting goods store, gift shop, public shower and laundry facility, room rentals and overnight accommodations. Several relatively minor zoning violations are being addressed by the current owner prior to the sale.
- Capital Investment: Purchasing the existing building and business represents a substantial investment. The new owners also plan to remodel the first floor store, add a gift shop, and construct a public laundry and shower facility.
- Experience: The new owner has a tremendous amount of experience managing restaurant facilities of this type. Her resume is attached. We believe she has the background and experience to make this venture a success.
- Finances: The new owner has demonstrated to the City's satisfaction that she has the financial resources and backing to operate this business and follow-through with her commitments under the lease.
- Rent: The applicant has agreed to pay market rent as determined by an appraisal and to all of the terms and conditions in the standard land lease.
- Employment and Revenue: The applicant proposes to increase employment over the current business by several employees. The sale to a private sector investor insures that an upgraded building remains on the tax rolls and that viable business activities there continue to generate sales taxes. The applicant discussed a marketing plan to bring more tourists to Homer from Korea.

The current Happy Face Lease expires on December 31, 2014. If this lease expired, the City would own the building and the current owners would get nothing for their investment. The City has no use for the facility and does not want to be in the business of leasing commercial buildings. If the City owned the building it would likely attempt to lease both the land and the building and the outcome would be uncertain, to say the least. The timing of this sale could not be better. The assignment of this lease is in the City's interest because it keeps the building on the tax rolls and encourages the continuation of a business there that generates jobs, revenue, and a valuable service to residents and visitors alike.

Section 14.4 of the Lease Policies provides that "if the lessee intends to assign the lease as part of a sale of the business located on the lease lot, the person who intends to purchase the business may apply to extend the lease term to allow the continuation of the business and secure financing for the purchase." The new owners have applied for financing through a Small Business Administration loan. Financing is contingent upon the lease term being extended.

We have concluded that the experience of the new owner, her financial capacity to operate the business, and the significant investment proposed, justifies a new, extended term of twenty years and two five year options. The City and the new owner have agreed to move the assignment to a new standard lease because the existing one is old and outdated.

RECOMMENDATION: Approve the assignment of the lease on Lot 32, Homer Spit Amended, to Yong Kim dba Lee and Kim LLC, with the term to be twenty years and two five-year options, and rent at market rates determined by audit.

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

YONG KIM

DBA LEE & KIM, LLC.

Dated _____, 2014

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of March ____, 2014, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and LEE & KIM a Limited Liability Company ("Tenant"), whose address is 905 Richardson Vista Rd. #257, Anchorage, AK, 99501.

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 entered into a Lease and Security Agreement dated April 11, 1995 ("Original Lease") with Calvin C. Martin d/b/a Sportsman Marine Supply ("Original Tenant"), and Landlord on November 22, 1995 consented to the assignment of Original Tenant's interest under the Original Lease to Chae-Myong Yuk and Hyang-Suk Yuk, Tenant; and Landlord on March 24, 2014 consented to the assignment of the current Tenant's interest to Tenant; and

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

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

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

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) "Annual Rent Adjustment" and "Annual Rent Adjustment Date" are defined in Section 4.01(b).

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

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

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

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

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

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

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

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

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

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

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

- (m) "Leasehold Mortgage" is defined in Section 13.01.
- (n) "Property" is defined in Section 2.01.
- (o) "Qualified Mortgagee" is defined in Section 13.03.
- (p) "Required Improvements" is defined in Section 6.02.
- (q) "Tenant" means Lee and Kim, 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" Legal Description of Property

Exhibit "B" Tenant's Proposed use of the Property

Exhibit "C" Site Plan/ Required Improvements

Exhibit "D" Certificates of Insurance

Exhibit "E" 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 32, of the Amended Plat of the Homer Spit, according to Plat No. 89-34, Homer Recording District, State of Alaska, consisting of approximately 24,655 square feet, also known as Kenai Peninsula Borough Tax Parcel No. 181-034-32.

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.

2.03 Property Accepted "As Is;" Exception for Hazardous Substances.

(a) Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant's intended use, and accepts the Property "AS IS." Except as provided in subsection (b), Landlord, its agents and employees make no warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions.

(b) Tenant shall obtain, at its own expense, a phase I environmental assessment of the Property as of the earlier of (i) the commencement of the Term, and (ii) Tenant's initial occupancy of the Property. If Landlord reasonably determines that the phase I environmental assessment is acceptable, Landlord will warrant that the condition of the Property as of the applicable date with regard to the presence of any Hazardous Substance is consistent with the results of the phase I environmental assessment.

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

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is twenty (20) years, commencing on _____ 2014, and ending on _____, 2034 ("Term").

3.02. Options to Extend Lease Term.

(a) Tenant has the option to extend the Term for two (2) additional, consecutive five (5) year periods (each an "Extended Term"), provided that:

(1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before the last day of the Term or current Extended Term, as the case may be;

(2) At the time Tenant exercises the option, and at all times thereafter until the Extended Term commences, Tenant is not materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease; and

3) Tenant may exercise no more than one option to extend the Term during the Term or any Extended Term.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in Section 3.02(a) renders that option and all options as to subsequent Extended Terms null and void.

3.03 Lease Renewal.

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

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

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

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

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. The below figure is based off the current Annual Rent. Appraisal will be completed in April, 2014; new rent will be based off Market Appraisal.

Tenant shall pay to Landlord an initial annual rent of \$17,739.96 ("Base Rent"). Base Rent is payable monthly in advance in installments of \$1,478.33, plus tax, on April 1, 2014, and on the 1st day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is

not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Commencing January 1, 2019, 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 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 _____, and on each _____ 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 a restaurant, gift shop, general store, with future allowable uses: laundry/ shower facility, and rental units. 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"):

There are no Required Improvements.

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

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

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

(c) Not less than five days before commencing construction, Tenant shall give Landlord

written notice of its intent to commence construction, and furnish to Landlord the following:

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

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

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

6.05 Additional and Replacement Improvements.

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

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

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

6.07 Ownership of Improvements. Any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and any Extended Terms and may be removed or replaced by Tenant, subject, however, to (i) Tenant's obligations concerning the Required Improvements in Section 6.02; and (ii) the designation of improvements 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 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) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.

(3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

(4) Environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.

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

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

(d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect. The certificates of insurance shall be attached hereto as **Exhibit D**. 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 E** as Landlord may request.

(4) Based on the authorized uses of the Property stated in Section 6.01,

environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from 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.

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:

Facsimile: _____
Email: _____

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.

[OPTIONAL SPECIAL PROVISIONS] -- 14.20 prior lease amended and superseded

14.20 Prior Lease. Landlord and Tenant, as Assignee, are parties to a prior lease affecting the Property dated April 11th, 1995, an assignment of Original Lease dated November 22, 1995, a memorandum of which has been recorded in the records of the Homer Recording District under (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of _____, 2014, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

Landlord:

CITY OF HOMER

By: _____
Walt Wrede, City Manager

Tenant:

LEE & KIM, LLC.

By: _____
Yong Kim, President

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2014, by Walt Wrede, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2014, by Yong Kim, as President of Lee & Kim, LLC.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY
(Section 2.01)

Lot 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, Homer Recording District, State of Alaska, containing 22,622 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103425;

EXHIBIT B

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

Tenant's proposed use of the Property is a restaurant, gift shop, general store, with future allowed uses: laundry/ shower facility, and rental units. 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.

EXHIBIT C
SITE PLANS/REQUIRED IMPROVEMENTS
(Section 6.02)

There are no required improvements.

EXHIBIT D
CERTIFICATES OF INSURANCE
(Section 9.04(d))

Will obtain prior to operating business.

EXHIBIT E

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of LEE & KIM, LLC ("Tenant") insurance policies from Tenant's broker and/or insurer, _____ . Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant's insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant's broker and/or insurer; however, such revocation will constitute a default of Tenant's lease from the City of Homer.

Date: _____

LEE & KIM, LLC

Yong Kim, President

The Happy Face Restaurant
Elizabeth & Tony Yuk
4400 Homer Spit Rd
Homer, AK 99603

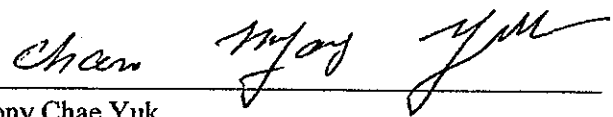
March 09, 2014

The City of Homer
491 East Pioneer Ave.
Homer, AK 99603

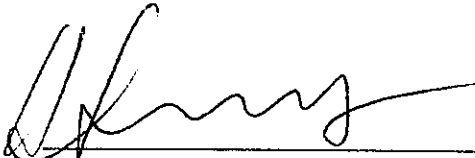
To the City Council of Homer,

We are writing to request that our lease be assigned to the new owners of our business, The Happy Face Restaurant. The buyers are Lee and Yong Kim of Lee and Kim LLC. They have worked and operated many different restaurants throughout the years and we feel that they will do a great job as the new owners of our business.

Sincerely,

 3-13-14

Tony Chae Yuk

 3-13-14

Elizabeth Hyang Yuk



**CITY OF HOMER
PROPERTY MANAGEMENT
LEASE APPLICATION CHECKLIST**

Applicant Name: Yong Kim ~ Lee & Kim, LLC

Date Application Received: March 4, 2014

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

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

2. Any applicable fees

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Notified broker of \$30.00 Application Fee

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Happy Face is already a well-established business in the Homer area. Current owners operate a family style restaurant, which is open year-round. Prospective buyers would like to operate restaurant, expand gift shop, and operate a laundry/ shower facility downstairs in the building. These uses are compatible and consistent with neighboring uses and are consistent with the Spit Comprehensive Plan and other applicable land use regulations.

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Purchasing already established business; this criteria typically utilized to grade new development on vacant land. City Manager and Harbormaster had a meeting with applicant on March 6, 2014 in which applicant advised City that she would like to grow the business; inquired about operating previously mentioned laundry/ shower facility, as well as possibility of room rentals in summer for visiting tourists.

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
-----	----	-----	------------

NOTES:

Proposed use of property only involves remodeling of lower level of building.

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Applicant submitted resume which outlines her extensive work history in the restaurant industry, including staff, managerial, and ownership experience. Applicant provided financial documentation showing ability of applicant to meet required financial obligations. Applicant has \$200,000 cash in personal account, which will be transferred into LLC account at time of lease signing. Business will have 4-5 employees.

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
- ☐ Proposed Subleases
- ☐ Environmental Information
- ☐ Agency approvals and permits
- ☐ Financial Information (Financial Statement **REQUIRED**, Surety, bankruptcy, pending litigation are situational.
- ☐ 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
-----	----	-----	------------

NOTES:

Applicant has applied for a small business loan, which is contingent upon signing long-term lease with the City. Upon closing applicant will acquire necessary insurance and will submit to City prior to operating restaurant. Given that Happy Face is already operating and in good standing, the City has no reason to believe that applicant will have any difficulty obtaining necessary certifications.

8. Any other information required.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Previous code violations (such as the trailers) have been addressed by current owners
 *Shown in attached photos dated March 11, 2014

CUP 86-3 required: "Removal of the two existing mobile homes and any and all heavy equipment and debris currently on the lot."

There is a small amount of cleanup necessary on the property, which current owner agreed to complete prior to lease assignment.

- ☐ Application review completed by Andrea Browning on March 12, 2014

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: Social Security No.s	Lee Kim LLC, Yong Kim-President.
Mailing Address:	905 Richardson Vista Rd #257
City, State, ZIP code:	Anchorage, AK 99501
Business Telephone No.	817-600-1115
Representative's Name:	Yong Piening
Mailing Address:	4611 Shelikof St.
City, State, ZIP code:	Anchorage, AK 99507
Business Telephone No.	907-244-6820
Property Location:	4400 Homer Spit Rd. Homer, AK 99603
Legal Description:	Homer Spit Amend L 32
Type of Business to be placed on property:	Existing - Restaurant, Gift, General store
Size of Buildings to be placed or leased:	Existing
Duration of Lease requested:	30 years
Options to re-new:	30 years
Special lease requirements:	N/A
Number of parking spaces required, per code:	Existing

7.	Fees	<p>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</p> <p><input 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.	<p>Financial Data</p> <p>Presently, \$200,000 Cash on hand in the bank is in Yong Kim's Personal Savings, will be trans- ferred into Lee & Kim LLC upon obtaining financing.</p>	<p>Please indicate lessee's type of business entity:</p> <p><input type="checkbox"/> Sole or individual proprietorship.</p> <p><input checked="" type="checkbox"/> Partnership.</p> <p><input 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 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 <input 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 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? <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 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? <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"/> If the applicant is a partnership, please provide the following:</p> <p>Date of organization: <u>01/27/2014</u></p> <p>Type: <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Limited Partnership</p> <p>Statement of Partnership Recorded? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Where <u>State of Alaska</u> When <u>01/27/2014</u></p> <p>Has partnership done business in Alaska? <input type="checkbox"/> Yes <input checked="" 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/ <u>Lee & Kim LLC, 905 Richardson Vist # 257</u> General <u>Anchorage, AK 99501. Share % 100%</u></p>

Yong Kim is
100% owner

Please attach a copy of your partnership agreement.

10. Corporation Statement

☐ If the applicant is a corporation, please provide the following:

Date of Incorporation: _____

State of Incorporation: _____

Is the Corporation authorized to do business in Alaska?

☐ No ☐ Yes. Is so, as of what Date? _____

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>
-------------	--------------	----------------	--------------

N/A

☐ 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.

Name

Title

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan <div align="center" style="font-size: 2em;">N/A</div>	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input type="checkbox"/> Size of lot - dimensions and total square footage. – to scale, please.</p> <p><input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned – to scale, please.</p> <p><input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated – please refer to Homer City Code _____</p>																				
2.	Development Plan <div align="center" style="font-size: 2em;">N/A</div>	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Dates</th> <th style="text-align: left;">Tasks</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Building Use</th> <th style="text-align: left;">Dimensions and square footage</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Dates	Tasks	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
Dates	Tasks																					
_____	_____																					
_____	_____																					
_____	_____																					
_____	_____																					
_____	_____																					
Building Use	Dimensions and square footage																					
_____	_____																					
_____	_____																					
_____	_____																					
3.	Insurance I will acquire the necessary insurance upon obtaining loan, and will have it before operating Happy Face.	<p><input 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.</p>																				
4.	Subleases <div align="center" style="font-size: 2em;">N/A</div>	<p><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.</p>																				
5.	Health Requirements <div align="center" style="font-size: 2em;">N/A</div>	<p><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.</p>																				
6.	Agency Approval <div align="center" style="font-size: 2em;">N/A</div>	<p><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.</p>																				

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: Sung C Woo
 Firm: Sam Sung
 Title: Engineer
 Address: 1301 E Lookout dr Richardson TX 75082
 Telephone: 214 218 2246
 Nature of business association with Applicant: _____

Name: Yuma K Lee
 Firm: University of Texas Child learning development
 Title: Student
 Address: 851 Greenside dr #1217 Richardson TX 75080
 Telephone: 469 258 9734
 Nature of business association with Applicant: _____

Name: Jung Lim
 Firm: Buang Ah Town Inc
 Title: owner
 Address: 1023 S Victoria Ave LA CA 90019
 Telephone: 213 620 1236
 Nature of business association with Applicant: _____

Name: Steven Yu
 Firm: Wasabi Restaurant
 Title: Chef
 Address: 9250 W 21st St N #201
 Telephone: 214 715 0356 Wichita KS 67250
 Nature of business association with Applicant: _____

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: _____

Date: _____



2/26/14

RESUME OF YONG KIM

As of February 26, 2014

Name: Yong Kim -- President of Lee & Kim LLC.

Address: 905 Richardson Vista Rd. #257
Anchorage, AK 99501

Phone: Mobil 817-600-1115

E-Mail: gil071655@gmail.com

D.O.B.:
SS #:

FOCUS: Trying to establish an opportunity to operate as successful business in City of Homer. I Found a very prosper able restaurant and gift shop in Homer Spit Rd., such as Happy Face Restaurant and General Store and Gift. I had many successful restaurant businesses, gift shops and Hotel in South Korea and throughout in different states and Cities in US.

I will operate this existing Happy Face Restaurant, General Store and Gift as same as the present owner. I will continuously serve the present menu, so I will take training thoroughly from present owner for one month to learn present menu. I also will add some of popular Korean and Sushi dishes on the menu. I will bring more gift items which will be printed "Happy Face Homer Alaska" on the gift items after closing.

I have many long term friends who owns travel agencies in Korea, Hong Kong and in US. I will send them lots of invitations to visit Homer. I will also set up Happy Face Restaurant and Gift web site to explore my business and Homer, which will increase sales and revenues.

I have been looking for this type of business on this type of location like Homer Spit, which, taking care of tourists and to serve good food and unforgettable Homer gifts to tourists to remember this beautiful City of Homer and as well to local community. I fell in love City of Homer at sight and want to stay here for a long time.

PROFILE:

- Patient, confident, and committed in working with a wide range of individuals.
- Goal oriented and well-organized; possess great multi-tasking skills.
- As instructed, having the judgment and initiative to make appropriate decisions within my parameters of authority and responsibility.
- Quick learner and self-motivated to complete tasks on-time.

EDUCATION

Graduated Paju High School in Korea	1973
Seoul College	1973 - 1975

Marketing, Management and Hospitality courses

Hospitality Courses: Hospitality Management; Hotel and Restaurant Sales and Marketing, Hotel Operations Management; Hospitality Services Management, Leisure Travel and Tourism; Legal Aspects of Hospitality, Revenue and Cost Control Management; Financial and Managerial Accounting.

WORK EXPERIENCE

Oriental Garden Rest. INC./CY Edohana Hibach INC. Grapevine, TX
Position: General Manager/Cook 05/2001 - 10/2013

Branson Restaurant Rockwell, TX
Position: Waitress/Cook 05/1999 -05/2001

Soju Bang Restaurant Los Angeles, CA
Position: Dinning Manager 05/1988 -05/1999

House Wife New York City, NY 05/1983 – 05/1988

Korean BBQ Paju, South Korea 02/1978 - 05/1983
Position: Owner/Cook

Paju Hotel in PaJu, South Korea 01/1975 - 12/1977
Position: General Manager
Controlled; Hotel Restaurant, Bar and Hotel attendant's and gift shop/controlling merchandise.

Residence History:

905 Richardson Vista #257 Anchorage, AK 10/2013 - Present

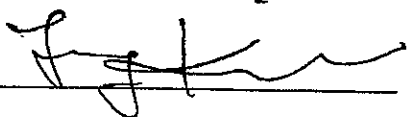
2050 Grayson Dr. Grapevine, TX 12/2009 – 10/2013

138 Henry M. Chandler Dr. Rockwall, TX 01/1999 – 12/2009

Los Angeles, CA 05/1988 – 05/1999

New York City, NY 05/1983 – 05/1988

Pa Ju, South Korea until 05/1983


Yong Kim
President of Lee & Kim LLC.

3/04/14
Date

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Clerk/
4 Public Works Director

5 RESOLUTION 14-045
6

7 A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING
8 THE CONTRACT FOR THE HOMER FIRE STATION #2 SKYLINE
9 DRIVE TO THE FIRM OF STEINER'S NORTH STAR
10 CONSTRUCTION, INC. OF HOMER, ALASKA, IN THE AMOUNT
11 OF \$510,800.00 AND AUTHORIZING THE CITY MANAGER TO
12 EXECUTE THE APPROPRIATE DOCUMENTS.
13

14 WHEREAS, In accordance with the Procurement Policy, the Invitation to Bid was
15 advertised in the Homer News on January 30 and February 6, 2014 and the Peninsula Clarion
16 on February 2, 2014, sent to two in-state plans rooms, and posted on the Clerk's home page;
17 and
18

19 WHEREAS, Bids were due on February 27, 2014 at 2:00 p.m.; and
20

21 WHEREAS, Four bids were received and after review the firm of Steiner's North Star
22 Construction, Inc. of Homer, Alaska, was determined to be the lowest responsive bidder and
23 found to be qualified to complete the work; and
24

25 WHEREAS, This award is not final until written notification is received by Steiner's
26 North Star Construction, Inc. from the City of Homer.
27

28 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
29 the contract award for the Homer Fire Station #2 Skyline Drive to the firm of Steiner's North
30 Star Construction, Inc. of Homer, Alaska, in the amount of \$510,800.00 and authorizes the City
31 Manager to execute the appropriate documents.
32

33 PASSED AND ADOPTED by the Homer City Council this 24th day of March, 2014.
34

35 CITY OF HOMER
36
37

38
39 _____
40 MARY E. WYTHER, MAYOR
41
42
43
44

45 ATTEST:

46

47

48

49 _____
JO JOHNSON, MMC, CITY CLERK

50

51 Fiscal Note: Homer Fire Station #2 Skyline Drive 151-0936, \$510,800.00.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum 14-039

TO: Walt Wrede – City Manager
FROM: Carey Meyer – Public Works Director
DATE: March 3, 2014
SUBJECT: **Request for Additional Funding
Skyline Fire Station #2**

A new fire station serving the areas above the bluff has been on the CIP list since annexation. Funding for the design and construction of this station was established in 2013 (\$500,000 from a re-appropriated legislative grant). Up to a 25% match requirement (\$166,666) was inferred. Public Works has been working with the Fire Chief to design the station. The project was bid in January of this year and bids were opened at the end of February.

The original expectation for this station was a 40'x50' building (short-term, 3-bay, warm storage). Based on input from the fire department, during design the project became a 50'x 55' building (longer-term, 4-bay, with restroom and office). The low bid received for the project designed was \$563,522.

Public Works has reviewed the bids and can find cost savings that would reduce the cost of the project (no roof ladder, no approach slab removal, cheaper heating, reduced SWPPP requirements, reduced floor slab thickness, changes to floor trough and railings). Still, additional funding (a match) would be required to complete the project as designed. The project could be scaled back to its original short-term solution, but Public Works and the Fire Department personnel feel that funding a longer-term solution, with a small match, to provide fire protection to the area is preferable.

The Public Works proposes the following project budget:

Construction Cost as Bid	\$ 563,522	Current Funds	\$ 500,000
Cost Savings	<u>-\$ 55,722</u>	New Fire Reserve Funds	\$ 15,000
		New General Funds	<u>\$ 83,000</u>
Revised Construction Cost	\$ 509,800		\$ 598,000
Design Cost	\$ 48,900		
Inspection/Admin	\$ 11,500		
HEA Electric Service/Contingency	<u>\$ 27,800</u>		
Revised Total Project	\$ 598,000		

Recommendation: The City Council pass an ordinance amending the 2014 Operating Budget, authorizing the use of Fire Depreciation Reserve funds (\$15,000) and General Fund – Fund Balance (\$83,000) to complete the project as outlined above; and authorizing the City Manager to execute all appropriate documents.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum 14-062

To: Walt Wrede, City Manager
From: Dan Nelsen, Project Manager
Through: Carey Meyer, PW Director
Date: March 19, 2014
Subject: **Award of Construction Contract
Homer Fire Station #2 – Skyline Drive**

On February 27, 2014 bids were received for the Homer Fire Station #2 – Skyline Drive project. This work was advertised in the Homer News and the Peninsula Clarion during the months of January and February.

This project will consist of constructing a new 2,750 Sf. Fire Station located directly adjacent to the existing Homer Water Treatment Plant on Skyline Drive. The new station will consist of 4 heated apparatus bays. The new foundation will be poured in place concrete slabs and thickened edges that will be incorporated with the foundation of the old water treatment plant. The building structure is a structural steel frame with prefabricated exterior wall panels. The interior will consist of a mechanical room, 100 sf. office and one small restroom with a mezzanine level for extra storage.

Four responsive bids were received from qualified firms. The bid results were evaluated and the results are listed below. With results clearly showing that the project was over budget the Department of Public Works entered into value engineering discussions with the apparent low bidder Steiner's North Star Construction, Inc. and was able to bring the construction cost down to \$510,800.00. Memorandum 14-039 was then sent to the City Manager requesting that an Ordinance be passed amending the 2014 Operating Budget authorizing the use of Fire Reserve funds (\$15,000) and General Reserve funds (\$83,000) to complete this project. At the March 10, 2014 city council meeting Ordinance 14-12 was presented for first reading and will be up for public hearing and second reading at the March 24, 2014 council meeting.

<u>Responsive Bidder's Names</u>	<u>Location</u>	<u>Amount</u>
Steiner's North Star Construction, Inc.	Homer	\$ 563,522.00
Wirtanen Commercial, LLC	Palmer	\$ 612,900.00
Beachy Construction, Inc.	Homer	\$ 615,238.00
G&S Management Services, LLC	Anchorage	\$ 805,556.00
Engineer's Estimate		\$ 524,000.00

Recommendation:

City Council pass a resolution awarding the construction contract for the Homer Fire Station #2 – Skyline Drive project in the amount of \$510,800.00 to Steiner's North Star Construction, Inc. of Homer, Alaska and authorizing the City Manager to execute all appropriate documents necessary to complete this project.

Fiscal Note - Homer Fire Station #2: 151-0936

INVITATION TO BID
By the City of Homer, Alaska
for the

JAN 20 2014

Homer Fire Station #2 – Skyline Drive

Sealed bids for the construction of the **Homer Fire Station #2 – Skyline Drive** will be received at the office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until 2:00 PM, Thursday, **February 27, 2014** at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms, and Plans and Specifications are available on line at <http://www.cityofhomer-ak.gov/rfps>

The project is funded with a State Legislative Grant. The City's local bidders 5% preference requirements will apply; State prevailing wage rates will apply. The work includes, but is not limited to, the following:

To construct a new 2,750 Sf. Fire Station located directly adjacent to the existing Homer Water Treatment Plant on Skyline Drive. The new station will consist of a heated concrete slab cast over the foundation of the old water treatment plant and incorporate a structural steel frame with prefabricated exterior wall panels for the skin. The interior will consist of a mechanical room, 100 sf. office and one small restroom with a mezzanine level for extra storage.

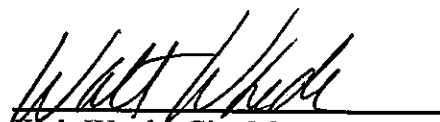
Please direct all technical questions regarding this project to: Dan Nelsen, City of Homer, Public Works Department, 3575 Heath Street, Homer, Alaska, 99603, (907) 435-3141

A mandatory pre-bid conference will be held on Wednesday, **February 12th, 2014** at 1:00 PM at Homer City Hall Conference Room, 491 East Pioneer Avenue, Homer, Alaska, to discuss the construction of the fire station and answer any questions bidders may have.

Plan holder registration forms, and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps> **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Hard copies can be obtained at the Office of the City Clerk upon payment of \$220 per set (\$250 for overnight delivery). City of Homer Standard Construction Specifications 2011 Edition (containing general contract provisions) may be downloaded from the City's web site. All fees are non-refundable. The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

Dated this 20th day of January, 2014.

CITY OF HOMER


Walt Wrede, City Manager

Homer News – January 30 & February 6, 2014
Peninsula Clarion – February 2, 2014

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

PUBLIC HEARING(S)

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

Ordinances 14-12 and 14-13

A **public hearing** is scheduled for **Monday, March 24, 2014** 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 14-12 and 14-13 internet address:
<http://www.cityofhomer-ak.gov/ordinances>

Ordinance 14-12, An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$15,000 From the Fire Depreciation Reserve and \$83,000 From the General Fund – Fund Balance for the Homer Fire Station #2 Skyline Drive Project. City Manager/Public Works Director.

Ordinance 14-13, An Ordinance of the City Council of Homer, Alaska, Authorizing the City Administration to Accept Donations for the Parks, Arts, Recreation and Culture Needs Assessment, Directing That a Separate Account Be Established to Manage and Track Donations, and Approving the Expenditure of Those Funds for the Purpose of Conducting a Parks, Arts, Recreation and Culture Needs Assessment. City Manager/Finance 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, MMC, City Clerk

A handwritten signature in black ink, appearing to read 'Jo Johnson'.

Publish: Homer News: March 20, 2014

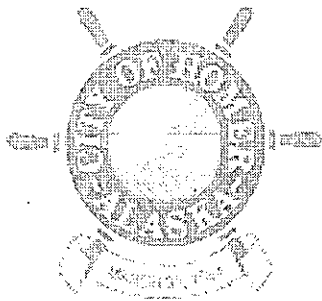
CLERK'S AFFIDAVIT OF POSTING

I, Renee Krause, CMC, Deputy City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for Ordinance 14-12, Amending the 2014 Operating Budget by Appropriating \$15,000 from the Fire Depreciation Reserve and \$83,000 from the General Fund – Fund Balance for the Homer Fire Station #2 Skyline Drive Project; Ordinance 14-13, Authorizing the City Administration to Accept Donations for the parks, Arts, Recreation and Culture Needs Assessment Directing That a Separate Account Be Established to Manage and Track Donations and Approving the Expenditure of Those Funds for the Purpose of Conducting a Parks, Arts, Recreation and Culture Needs Assessment was distributed to the City of Homer kiosks located at City Clerk's Office, Captain's Coffee Roasting Co., Harbormaster's Office and Redden Marine on Friday, March 14, 2014 and that the City Clerk posted same on City of Homer Homepage on Tuesday, March 11, 2014.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 13th day of March, 2014.



Renee Krause, CMC, Deputy City Clerk I



ORDINANCE REFERENCE SHEET
2014 ORDINANCE
ORDINANCE 14-12

An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating \$15,000 From the Fire Depreciation Reserve and \$83,000 From the General Fund – Fund Balance for the Homer Fire Station #2 Skyline Drive Project.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 10, 2014 Introduction
 - a. Memorandum 14-039 from Public Works Director as backup
2. City Council Regular Meeting March 24, 2014 Public Hearing and Second Reading
 - a. Ordinance 14-12(S)
 - b. Memorandum 14-039 from Public Works Director as backup

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 14-12

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE 2014 OPERATING BUDGET BY
APPROPRIATING \$15,000 FROM THE FIRE DEPRECIATION
RESERVE AND \$83,000 FROM THE GENERAL FUND – FUND
BALANCE FOR THE HOMER FIRE STATION #2 SKYLINE DRIVE
PROJECT.

WHEREAS, A new fire station serving the areas above the bluff has been on the Capital
Improvement Plan since annexation; and

WHEREAS, Initial funding for the design and construction of this station was
established in 2013 (\$500,000 from a re-appropriated legislative grant); and

WHEREAS, The project was bid in January of this year, bids were opened at the end of
February, and total cost of the project (including design, construction, inspection, and
contingency) is \$598,000 (see Memorandum 14-039); and

WHEREAS, An additional \$98,000 is required to complete the project.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2014 Operating Budget is hereby amended by appropriating \$15,000
from the Fire Depreciation Reserve and \$83,000 from the General Fund – Fund Balance for the
Homer Fire Station #2 Skyline Drive Project.

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
156-0393 (Fire Reserve Fund)	Homer Fire Station #2 Skyline Drive Project	\$15,000
100-0100 (General Fund – Fund Balance)	Homer Fire Station #2 Skyline Drive Project	\$83,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of
_____, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

Walt Wrede, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

Fiscal Note: Contained in ordinance.

CITY OF HOMER
HOMER, ALASKA

City Manager/
Public Works Director

ORDINANCE 14-12(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE 2014 OPERATING BUDGET BY
APPROPRIATING ~~\$15,000 FROM THE FIRE DEPRECIATION~~
~~RESERVE AND \$83,000~~ **\$98,000** FROM THE GENERAL FUND –
FUND BALANCE FOR THE HOMER FIRE STATION #2 SKYLINE
DRIVE PROJECT.

WHEREAS, A new fire station serving the areas above the bluff has been on the Capital
Improvement Plan since annexation; and

WHEREAS, Initial funding for the design and construction of this station was
established in 2013 (\$500,000 from a re-appropriated legislative grant); and

WHEREAS, The project was bid in January of this year, bids were opened at the end of
February, and total cost of the project (including design, construction, inspection, and
contingency) is \$598,000 (see Memorandum 14-039); and

WHEREAS, An additional \$98,000 is required to complete the project.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2014 Operating Budget is hereby amended by appropriating ~~\$15,000~~
~~from the Fire Depreciation Reserve and \$83,000~~ **\$98,000** from the General Fund – Fund
Balance for the Homer Fire Station #2 Skyline Drive Project.

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
156-0393 (Sewer Reserve Fund)	Homer Fire Station #2	\$15,000
	Skyline Drive Project	
100-0100 (General Fund – Fund Balance)	Homer Fire Station #2	\$83,000
	Skyline Drive Project	\$98,000

Section 2. Money from excess revenues over expenditures in 2013 will be used to
fund the \$98,000 for the Homer Fire Station #2 Skyline Drive Project.

Section ~~23~~. 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 _____, 2014.

CITY OF HOMER

MARY E. WYTHER, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

Walt Wrede, City Manager

Thomas F. Klinkner, City Attorney

Date: _____

Date: _____

Fiscal Note: Contained in ordinance.



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum 14-039

TO: Walt Wrede – City Manager
FROM: Carey Meyer – Public Works Director
DATE: March 3, 2014
SUBJECT: **Request for Additional Funding
Skyline Fire Station #2**

A new fire station serving the areas above the bluff has been on the CIP list since annexation. Funding for the design and construction of this station was established in 2013 (\$500,000 from a re-appropriated legislative grant). Up to a 25% match requirement (\$166,666) was inferred. Public Works has been working with the Fire Chief to design the station. The project was bid in January of this year and bids were opened at the end of February.

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Public Works has reviewed the bids and can find cost savings that would reduce the cost of the project (no roof ladder, no approach slab removal, cheaper heating, reduced SWPPP requirements, reduced floor slab thickness, changes to floor trough and railings). Still, additional funding (a match) would be required to complete the project as designed. The project could be scaled back to its original short-term solution, but Public Works and the Fire Department personnel feel that funding a longer-term solution, with a small match, to provide fire protection to the area is preferable.

The Public Works proposes the following project budget:

Construction Cost as Bid	\$ 563,522	Current Funds	\$ 500,000
Cost Savings	<u>-\$ 55,722</u>	New Fire Reserve Funds	\$ 15,000
		New General Funds	<u>\$ 83,000</u>
Revised Construction Cost	\$ 509,800		\$ 598,000
Design Cost	\$ 48,900		
Inspection/Admin	\$ 11,500		
HEA Electric Service/Contingency	<u>\$ 27,800</u>		
Revised Total Project	\$ 598,000		

Recommendation: The City Council pass an ordinance amending the 2014 Operating Budget, authorizing the use of Fire Depreciation Reserve funds (\$15,000) and General Fund – Fund Balance (\$83,000) to complete the project as outlined above; and authorizing the City Manager to execute all appropriate documents.

ORDINANCE REFERENCE SHEET
2014 ORDINANCE
ORDINANCE 14-13

An Ordinance of the City Council of Homer, Alaska, Authorizing the City Administration to Accept Donations for the Parks, Arts, Recreation and Culture Needs Assessment, Directing That a Separate Account Be Established to Manage and Track Donations, and Approving the Expenditure of Those Funds for the Purpose of Conducting a Parks, Arts, Recreation and Culture Needs Assessment.

Sponsor: City Manager/Finance Director

1. City Council Regular Meeting March 10, 2014 Introduction
2. City Council Regular Meeting March 24, 2014 Public Hearing and Second Reading

CITY OF HOMER
HOMER, ALASKA

City Manager/Finance Director

ORDINANCE 14-13

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AUTHORIZING THE CITY ADMINISTRATION TO ACCEPT
DONATIONS FOR THE PARKS, ARTS, RECREATION AND
CULTURE NEEDS ASSESSMENT, DIRECTING THAT A
SEPARATE ACCOUNT BE ESTABLISHED TO MANAGE AND
TRACK DONATIONS, AND APPROVING THE EXPENDITURE OF
THOSE FUNDS FOR THE PURPOSE OF CONDUCTING A PARKS,
ARTS, RECREATION AND CULTURE NEEDS ASSESSMENT.

WHEREAS, The adopted FY 2014 Operating Budget (Ordinance 13-44(A)) contained an
appropriation in the amount of \$35,000 for a Parks and Recreation Needs Assessment; and

WHEREAS, ReCreate Rec has been soliciting private donations for the Needs
Assessment to supplement the appropriation from the City Council; and

WHEREAS, It is necessary and appropriate to formally accept the donations, establish a
special account to manage and track the donations, and to authorize the expenditure of those
funds.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts donations for the Parks, Arts,
Recreation and Culture Needs Assessment, establishes a special account to manage and track
donations, and authorizes the City Manager to expend those funds as necessary and
appropriate, as follows:

Project Donation Account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0372-4905	Parks, Arts, Recreation and Culture Needs Assessment	\$6,000 and growing

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0372	Parks, Arts, Recreation and Culture Needs Assessment	\$6,000 + as needed

Section 2. This ordinance authorizes the expenditure of donated funds and therefore, does not amend the FY 2014 Operating Budget, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____, 2014.

CITY OF HOMER

MARY E. WYTHE, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

77 Reviewed and approved as to form.

78

79 _____

80 Walt Wrede, City Manager

81

82 Date: _____

83

84

85 Fiscal Note: Contained in ordinance.

86

87

Thomas F. Klinkner, City Attorney

Date: _____

ORDINANCE(S)

CITY MANAGER'S REPORT



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

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Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

MANAGER'S REPORT

March 24, 2014

TO: MAYOR WYTHER / HOMER CITY COUNCIL

FROM: WALT WREDE

UPDATES / FOLLOW-UP

NOTE: Some of these items appeared in the last report. I have updated them and brought them back in case the Council wanted to discuss.

1. Parks and Recreation Needs Assessment: The Parks and Recreation Commission will hold a special meeting on Thursday, March 20 to discuss the Needs Assessment. The Commission has been briefed on this project before but this meeting is significant because it will be the first public meeting and hearing focused mainly on the needs assessment. The focus will be on the mission statement and the goals for the research project. This is the first big chance for the public to weigh in. On March 24, the PARC Committee will meet to finalize the draft RFP in anticipation of it going out at the end of the month.
2. Citizens Academy: We are now moving into session 5 on Thursday the 20th. The focus of this session will be the Police and Fire Departments. Presentations will start at City Hall and then tours will be given for the two facilities. Last week's session at Public Works seemed to be well received. The participants seemed particularly interested in the Sewer Treatment Plant, and we spent a lot of time there.
3. Kachemak Bay Research Reserve Funding Threatened: Work continues in the attempt to get state funding restored, at least for the next year so that a new State partner can be identified. An effort to restore the money to the Senate Operating Budget appeared to be successful at the time this was written. Senator Micciche, Senator Stevens and Representative Seaton are working hard to get the funding restored. The City is providing staff and lobbying support where appropriate. Some of the information provided is attached.
4. Intergovernmental Agreement with Kachemak City. Attached is a letter from Kachemak City regarding sewer rates for your information. At the time this report was written, I had not yet responded. My intent is to send a letter confirming that we have accepted partial payment, a statement of the balance owed, and the amount of interest that will be applied to the unpaid balance.
5. Bay Welding / Overhead Power Lines / Kachemak Drive and East End Road Area. Attached is a letter from Bay Welding Services which is signed and endorsed by 13

businesses which are located and do business in the general area of the Northern Enterprises Boat Yard. Overhead power lines in the area are restricting business operations and potential growth, expansion, and diversification. The businesses cannot afford to pay the entire cost of putting the lines underground themselves. HEA has policies and tariffs it needs to follow and it cannot simply absorb this cost and pass it on to ratepayers. Bay Welding is looking for some sort of compromise solution and because this could have significant economic development implications, is asking the City for assistance. Please let me know how and if you would like the City to proceed.

6. HERC Building: At the last meeting we discussed the land allocation plan. During that discussion, one of the things that came up was whether we could put out an RFP to lease the HERC Building. I could not remember, and my notes were not clear, whether this was just a general discussion, or whether the Council as a body wanted us to do that. I think the discussion was during the workshop and I do remember some talk about bringing a resolution authorizing an RFP to this meeting or attaching words to that effect to the land allocation plan approval resolution which is before you. If Council wishes to do this, I hope we can have some discussion first. It seems like we are moving on too many tracks all at once when it comes to the HERC building. I would suggest that we wait at least until the Public Safety Building site selection process is complete before we RFP again. A long term lease where the lessee makes significant improvements to the building is inconsistent with using the site for a public safety building. Short term leases for uses that pass Fire Marshall muster could work if that is what the Council had in mind.
7. Employee Health Insurance: You will recall that we discussed bringing the employee health insurance issue back to you at around mid-year. The idea was to address the issue before we started budget preparation in the fall. Right now, we are targeting the first meeting in August or a special meeting / workshop on an off-Monday (preferable). This would be a workshop forum. Jeff Paxton, our broker would be present for a presentation. The idea would be to present the data we have for the first 8 months of the new plan to look at impacts on costs and employee utilization. We would also present you with the bids we have received from private sector insurance companies. The goal would be for Council to be able to make an informed decision going forward re: staying self insured vs. the private sector. Starting the process this early will help with budget preparation, will give us time to make all of the necessary transfers, and give employees adequate notice.
8. PERS: As you know, the Governor has proposed transferring \$3 billion into the PERS account to reduce the unfunded liability, reduce future payments, and improve the state's credit rating. The Council has passed a resolution in support of this. The Legislature is currently discussing this proposal. One proposal that is being discussed is raising the municipal contribution from 22% to 24% in exchange for transferring the \$ 3 Billion. This idea is being opposed by AML and the Muni's. If this proposal were to be implemented, it would cost the City an additional \$114,000 per year. Not good.
9. Kachemak Drive: Enstar is having difficulty obtaining the easements it needs to construct the proposed gasline along Kachemak Drive. Some property owners say they will only grant easements if the line is bored in front of their property (expensive). Some are just flat refusing to grant an easement. At last report, they had about 75% of the easements they needed but the remainder parcels are difficult. If this issue is not resolved in a timely manner, it could mean that some or all of Kachemak Drive might not receive gas as part of this assessment district. Kachemak Drive is part of Phase II and it will be one of the

most expensive sections in the City. Putting this line in now as part of the assessment district is a real bargain and it will be tough to explain to the property owners who want it that they might not get it because a handful of their neighbors are not inclined to be cooperative. The project is due to wrap up in late August. Pushing the Kachemak Drive work off to year 3 is not a viable option for a variety of reasons including cost, contractual obligations, and loan agreements with the Borough.

10. Washington DC Trip: The City of Homer prevailed in the Auction Block v. City of Homer case as was previously reported. Auction Block has decided to appeal that decision. A hearing for oral argument has been scheduled before the Federal Maritime Commission on April 3, in Washington DC. City Attorney Holly Wells has requested that I be present for the hearing. While there, I will also take the opportunity to visit with the Congressional Delegation to discuss capital projects and federal issues of concern to the Homer City Council. I will take some personal leave while on the East Coast, in part to attend a memorial service, and will be back in the office on April 16. I will miss the April 14 Council meeting.

ATTACHMENTS

1. Letter from Kachemak City RE: Sewer Rates
2. KBBR information provided to Legislature
3. Letter From Bay Welding
4. Cook Inlet Oil and Gas Lease Sale
5. Kenai Peninsula Tourism Marketing Council Bed Tax Proposal
6. Finance Department Info

CITY OF KACHEMAK, ALASKA

Box 958

Homer, Alaska 99603

kachemak@xyz.net

(907) 235-8854 phone (907) 235-8854 fax

March 14, 2014

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

Dear Walt:

In light of the postponement of dealing with our concerns over the new sewer rates, Kachemak City has decided to return to the rate that existed in 2013. In other words, we will be paying Homer the base rate of \$51.40, plus \$7.75 for those sewers which will be pumped, beginning with this March 15, 2014 payment that was billed on February 27, 2014. I will not go over the lengthy issues that have brought us to this point, but we will continue to pay the old rate until later this summer when the Homer Council reviews the current rate structure and rationalizes Kachemak's share of costs.

In the future, should Homer and Kachemak agree on an equitable arrangement, Kachemak City will consider retroactively adjusting our payments to reflect the renegotiated rate structure. Until then we eagerly await an invitation to negotiate.

Sincerely,

Philemon D. Morris
by Heupel Schaepe

Philemon D. Morris
Mayor

Enclosure check # 10261 \$7,658.50
126 sewers @ \$59.15=\$7,452.90
4 sewers @ \$51.40=\$ 205.60

KACHEMAK BAY RESEARCH RESERVE

A UNIT OF THE NATIONAL ESTUARINE RESEARCH RESERVE SYSTEM

"...Are we going to wash away or are we going to have new acres of shoreline?" Was the question posed to the Kachemak Bay Research Reserve in 2009. Understanding coastal uplift and sea-level rise is important for city and borough planning, harbor management, and monitoring changes in coastal habitat. During 2010-2013, we developed estimates of relative sea-level change for Kachemak Bay.

Assessing Coastal Uplift and Habitat Changes in a Glacially Influenced Estuary

Predicted Annual Sea-level Change for Kachemak Bay (2013-2033)

Average coastal uplift rate is **0.34 inches/year**

Average global sea level rise is estimate at **0.13 inches/year**

Coastal uplift is outpacing global sea-level rise by 0.21 inches/year



Kachemak Bay, Alaska

Influences on Sea-Level Rise

1. Changes in predicted global sea-level rise
2. Local storm surges
3. Earthquakes and other tectonic shifts

Causes of Coastal Uplift

1. after-effects from the 1964 earthquake,
2. the steady buildup of strain for the next big earthquake,
3. release of weight on the earth from melting of ice contained in local glaciers and ice fields.



Collaborative Learning:

We used a Collaborative Learning process to involve coastal decision-makers in defining the problems, the research approach, and the final products of the study.

Study Methods:

We used high-precision Global Positioning Units to measure vertical land-level changes. These data were used to update models developed by UAF of vertical motion of the land. We established four salt marsh sentinel sites to monitor long-term changes in the biology and future sea-level changes in Kachemak Bay.

Outreach and Education:

We trained citizen scientists to monitor salt marsh vegetation, birds, mammals, and insects at our sentinel sites. We developed public Discovery Labs on coastal processes, relative sea-level rise and salt marsh ecology.

This work was conducted collaboratively by the Geophysical Institute, University of Alaska Fairbanks (UAF), the Kachemak Bay Research Reserve, and the coastal decision-makers with the City of Homer, Seldovia Village Tribes, the Kenai Peninsula Borough, the State of Alaska, and the community.



Kachemak Bay Research Reserve is managed by
AK Dept of Fish & Game in cooperation with National Oceanic Atmospheric Administration
95 Sterling Highway, Suite 2, Homer, Alaska 99603
Phone: 907-235-4799; Fax: 907-235-4794; Website: www.kbayrr.org



MESSAGING FRAMEWORK:

ASSESSING COASTAL UPLIFT AND HABITAT CHANGES IN A GLACIALLY INFLUENCED ESTUARY SYSTEM

Prepared by: Kachemak Bay Research Reserve and the
University of Alaska Fairbanks Geophysical Institute with input
from the Homer community



NATIONAL
ESTUARINE
RESEARCH
RESERVE
SYSTEM



For more information contact: Angela Doroff, Kachemak Bay Research Reserve,
Research Coordinator (907) 226- 4654 angela.doroff@alaska.gov

MESSAGING FRAMEWORK

BACKGROUND

Project title	Assessing Coastal Uplift and Habitat Changes in a Glacially Influenced Estuary System Located in Kachemak Bay, Alaska	
Project description	A collaborative research project occurred from 2010-2013 to assess the rate of vertical changes in the coastal landscape encircling Kachemak Bay and to monitor the effects of uplift and sea-level rise on salt marsh communities.	
Project approach	This study was a collaborative effort with intended users of the science; their perspectives informed the development of the problem, the implementation of the research, and ultimately, the practical application of study results to local coastal uplift and sea-level rise.	
Project team	Leads:	Intended Users:
	<ul style="list-style-type: none"> • Kachemak Bay National Estuarine Research Reserve (NERR) • University of Alaska Fairbanks, Geophysical Institute 	<ul style="list-style-type: none"> • NOAA – Kasitsna Bay Laboratory • Kenai Peninsula Borough • City of Homer • Seldovia Village Tribe • Alaska Department of Natural Resources – Division of Mining, Land, and Water • Kachemak Bay Research Reserve Community Council • U.S. Army Corp of Engineers
Project background	<p><i>“...Are we going to wash away, or are we going to have new acres of shoreline?”</i> That was the question that the mayor of Homer, Alaska, put to the Kachemak Bay NERR in 2009.</p> <p>Coastal Alaska is a diverse and dynamic landscape. In 1964, a powerful earthquake rocked south-central Alaska and the coast is still uplifting from that event today. In southeast and south-central Alaska, rapidly melting ice fields have reduced the weight on the earth’s surface causing another form of uplift, isostatic rebound, in coastal communities. Melt water from these ice fields has contributed to regional sea level rise as it enters the near shore Alaska Coastal Current. In the balance of these conflicting forces are the communities that surround Kachemak Bay, such as Homer, that depend on local, nearshore fisheries for food and safe harbor infrastructure for transportation. To plan for a future in this uncertain landscape, local communities need to understand the implications that coastal uplift and sea level rise have for coastal erosion patterns, infrastructure construction and protection, planning, zoning, local food resources, and public safety.</p>	
Target audience	<ul style="list-style-type: none"> • Local, regional, and statewide coastal decision-makers (e.g. community leaders, coastal resource managers, planners) • Community members (e.g. general public) • K-16 students 	

SUMMARIZED MESSAGES

One-line study description	Investigating the Influences of Sea & Land-Level Changes on Coastal Habitats for Better-Informed Decision-Making
Summarized key messages	<p>Understanding the physical processes of coastal uplift and sea-level change using up-to-date scientific information is important for local communities to plan for the future in an uncertain landscape.</p> <p>This study was a collaborative effort with intended users of the science; their perspectives informed the development of the problem, the implementation of the research, and ultimately, the practical application of study results to local coastal uplift and sea-level rise.</p> <p>The Kachemak Bay Research Reserve collaborated with the UAF Geophysical Institute to update projections of land-level change using high precision GPS instruments located at key sites within Kachemak Bay, and to evaluate sea-level rise through the year 2020.</p> <p>This study refined measurements of the movement and uplift of land following the 1964 earthquake and rapid ice-mass loss from ice fields in Kachemak Bay. Land uplift averaged approximately 8.6 mm/year (+/- 0.5mm) or 0.34in/year. This rate, in most cases, currently outpaces that of global sea-level rise, which is averaged at 3.2 mm/year (.13 inch/year).</p> <p>Measured coastal uplift is fairly consistent across sites in Kachemak Bay, with the exception of the Homer Spit. The Spit is uplifting significantly less (at 5.6 mm/year or 0.22in/year) than other areas of similar substrate around Homer. However, acceleration of sea-level rise, increased sedimentation, storm surges, and unanticipated natural disasters could increase vulnerability of the Spit and its infrastructure.</p> <p>Within a salt marsh, vegetation is structured relative to different plant species tolerance to salt water. Plants that can withstand salt exposure dominate the shoreline, whereas less tolerant plants are located on higher ground. As sea level rises, plants extend their range in response to the changing saltwater exposure. Vegetation that was mapped during this study will continue to be monitored as an indicator of the relative shifts in sea and land levels over time.</p> <p>Communities surrounding Kachemak Bay depend on nearshore fisheries for food and safe harbor infrastructure for transportation. Through active engagement in this collaborative study, local decision-makers are uniquely poised to understand the implications that coastal uplift and sea-level rise have for infrastructure construction and protection, planning, zoning, local food resources, and public safety.</p>

EXPANDED MESSAGES AND PROOF POINTS

Core message #1

Around Kachemak Bay, the rapidly receding glaciers are causing land to rise as the massive weight of ice is released (a geological effect referred to 'glacial isostatic rebound'). Across the globe, melted ice water from deglaciation returns to the ocean as global sea level rises. Understanding the physical processes of coastal uplift and sea-level rise and how they interact in Kachemak Bay is important for local communities to plan for the future in an uncertain landscape.

Proof points

- The Little Ice Age (1350 to 1770) was a period of cooling and glacial advance in Kachemak Bay. The enormous weight of the ice caused the land surface to depress and warp. At the end of the glacial period as glaciers are retreating, the release of weight is resulting in slow uplift or land rebound.
- The rebound effect is similar to a rising vessel hull. Imagine a floating barge loaded with 200 tons of ice; as the ice melts and water runs overboard, the hull of the barge rises.
- The changes in sea level from deglaciation are not the same everywhere in the oceans. Gravitational differences in the Earth's mass cause the rise in sea level to be higher at certain locations than others.
- Monitoring sea-level rise and the uplift of land masses is important to understanding more about the processes associated with climate change.

Core message #2

Projections of land-level change (from isostatic rebound) and sea-level rise for Kachemak Bay were updated through the year 2020. These numeric models are based on the integration of land-surface and ice data collected at sites around Kachemak Bay from 2000 to 2013.

Proof points

- Land-level change was measured using repeated, high precision GPS instruments located at key sites within Kachemak Bay. These included repeated surveys of pre-existing GPS survey points, surveys of new benchmarks, and new Continuously Operating Reference Sites (CORS) that make daily position measurements.
- Relative sea level, such as that measured by a tide gauge, is the difference between (absolute) sea level and land level. Sea-level rise were estimated from global sea-level rise models measured by satellite altimetry, and then cross-checked from measurements by a tide gauge located in Seldovia.
- Projection models used are similar in structure to models for weather predictions, as they require the input of initial conditions for forecasting.
- The models used for land-level changes provided changes contours based on static GPS and CORS site data to provide a higher-level of precision than existing predictions.

Core message #3

Land uplift in Kachemak Bay averaged approximately 8.6 mm/year (+/- 0.5mm) or 0.34in/year. This rate, in most cases, currently outpaces that of global sea-level rise, which is averaged at 3.2 mm/year (.13 inch/year). By the year 2020, the landscape surrounding Kachemak Bay is expected to rise by approximately 172.0 mm (6.6 in).

Proof points

- Existing models of vertical and horizontal land-level changes in the Kachemak Bay area were updated with data from this study.
- In the analysis of vertical land movements, longer time series data (≥ 10 years) suggest a fairly uniform uplift rate around Kachemak Bay independent of the surface substrate type.
- Regional sea surface changes were estimated from the recent rate of global sea-level rise (published in the latest Intergovernmental Panel on Climate Change report, and corrected for the change in the sea surface shape caused by the local area ice loss).

Core message #4

Measured coastal uplift is fairly consistent across sites in Kachemak Bay, with the exception of the Homer Spit. The Spit is uplifting more slowly relative (at a rate of 5.6 mm/year or .22 inch/year) to the surrounding area and is currently outpacing global sea-level rise. However, unanticipated changes in the environment could increase the vulnerability of the Spit and its infrastructure. Instances such as sea-level rise acceleration, increased sedimentation, storm surges, and other unexpected natural disasters could jeopardize the current sustainability of the Spit.

Proof points

- The rate of uplift for the Homer Spit and other areas around Kachemak Bay were determined from vertical land movements measured by high-precision GPS from 2011-2013.
- The Homer Spit is uplifting significantly less than other areas with similar substrate around Homer.
- This is important because the Homer Spit will have a different trajectory relative to global sea level rise than the surrounding landscape, which could make it more vulnerable to inundation from storm events or sea level rise in the future.

Core message #5

Kachemak Bay is home to six communities that are dependent on boats for transportation, supplies, and economic livelihood through commercial fishing. In many of these communities there are no roads and the only access is by boat. Large boats can access only the deeper channels in the Bay, whereas other areas are only accessible by small craft at high tide. Rising land due to isostatic rebound will result in areas becoming increasingly unnavigable due to shallow water. Further, increased sedimentation and infilling by silt released from the many glaciers surrounding Kachemak Bay may further reduce navigation.

Proof points

- Navigation changes attributable to uplift are projected to be most

	<p>pronounced in shallow areas of Kachemak Bay, which mainly occur at the head of the Bay.</p> <ul style="list-style-type: none"> • Given the measured rate of uplift in Kachemak Bay, changes to navigable waters are anticipated to occur slowly over time. It is unlikely that the transition from navigable to unnavigable areas would occur over the course of a lifetime. • Currently unanticipated factors associated with land-level rise, such as coastal erosion or sediment transport, could accelerate the rate of change in the future.
Core message #6	<p>The salt marsh communities in Kachemak Bay provide valuable habitat for certain marine organisms and wildlife. Shellfish, waterfowl, predatory mammals, and juvenile fish, including salmon, rely on these areas for food and shelter. As land levels change, these habitats and interactions between organisms there change also. Salt marshes areas left unexposed to tidal flooding can decrease habitat value by jeopardizing fish spawning, reducing waterfowl nesting areas, and inputting less detritus for invertebrate settlement.</p>
Proof points	<ul style="list-style-type: none"> • This study demonstrated the importance of salt marsh habitat to a variety of fish, bird, insect, and mammal species, and provided baseline biological information that will be used to monitor habitat-level changes over time. • Currently unanticipated factors associated with land-level rise, such as coastal erosion or sediment transport, could accelerate the rate of change in the future.
Core message #7	<p>Land-level changes in Kachemak Bay have ecological significance in the coastal zone because even small vertical changes in the land can shift large areas currently flooded by the tide to being exposed. The vegetation of shallow-water coastal areas has physiological adaptations specific for certain water-depth and salinity ranges. Changes to land level result in shifting mosaics of this coastal salt marsh vegetation. Plant communities were mapped in the focal salt marshes of this study to track differences in vegetation over time.</p>
Proof points	<ul style="list-style-type: none"> • The plant community maps created for this project (are based on well-rectified high-resolution color imagery, and should allow for the detection of significant marsh migration using future mapping efforts. • Plant community surveys were conducted to calculate importance values (an index of plant frequency of occurrence and percent cover) for each plant species in each marsh. • In this study there were obvious small differences of plant species from year to year; however, there was no apparent directional increase or decrease in importance of any of these species. • It will be important to understand the short term variability of

plant species when examining data for longer term directional change in the future.

- Key features to track will be upper limit of salt-tolerant vegetation communities, and high-marsh to low-marsh transitions.

Core message #8

The effect of sea-level rise and land-level change to shorelines may vary according to morphology, composition, and dominant processes of the coast. Within Kachemak Bay the impact of elevated storm surges are known to erode mobile substrates along coastal bluffs. Liberated sediment may ultimately be transited to downdrift shorelines, including the periphery of the Spit and harbor. The extent to which coastal uplift and sea-level rise drive sediment transport are currently unknown given the complexity of coastal processes.

Proof points

- This study provides background information on sea and land-level change that can inform future studies.
- Further investigation is warranted to better understand sedimentation processes in Kachemak Bay and ultimately protect the integrity of the Spit and harbor infrastructure.

Core message #9

As new land emerges faster than the sea level is currently rising in Kachemak Bay so too does emerge the question of land ownership for tidally-bounded properties. Within Kachemak Bay there are three Critical Habitat Areas set aside to protect their natural features and habitat value for fish and wildlife. Land within the Critical Habitat Areas (CHA) is protected and managed by the State up to the mean high-tide line in some areas. As land rises beyond tidal inundation, the boundaries of these CHAs shrink and the emerging land may become available for private land ownership. With land rise of one-third inch per year, the ownership of hundreds of feet of land could be in question by the next century.

Proof points

- The Critical Habitat Areas within Kachemak Bay include the Kachemak Bay, Fox River Flats, and Homer Airport CHAs, and were established as early as 1972 protect and preserve habitat areas especially crucial to the perpetuation of fish and wildlife, and to restrict all other uses not compatible with that primary purpose.
- In general, tide and submerged lands in Kachemak Bay are state owned. The City of Homer, Seldovia, U.S. Coast Guard, and the federal government have title to some tidelands within the Bay. Also, aviation corridors and land management transfers exist for airports and the University of Alaska. There are two private inholdings in the Fox River Flats and eleven privately owned tidelands parcels around the Bay.
- In areas where the rising of land is seen, it will be necessary to define the exact limits and ownerships of properties. This issue is currently being addressed in areas of Southeast Alaska where rapid rates of coastal uplift is occurring.

Recommendations

This study provided a valuable and robust baseline of vertical land movements and relative sea-level rise for Kachemak Bay. Over time, this information will be valuable to help understand how these changes affect coastal habitat, infrastructure, and local food resources. Inherent in a study of this nature are uncertainties related to coastal processes. The following are recommendations to address these uncertainties and improve our understanding of the physical environment around Kachemak Bay:

- Focused research to determine the extent to which coastal uplift and sea-level rise drive sediment transport along the Homer Spit;
- Longer duration GPS monitoring of vertical uplift on the Homer Spit and at multiple locations to determine the trajectory across its entirety. Further, integration of information from this study with surveys by the U.S. Army Corps of Engineers to inform harbor dredging.
- Continued updating of existing land-level change models and adding new monitoring sites at 10+ year intervals to reduce variability in vertical change projections

KACHEMAK BAY RESEARCH RESERVE

Salt Marsh Habitats: Citizen Science Monitoring 2011-12

In 2010, the Kachemak Bay Research Reserve was awarded a grant from the University of New Hampshire to study the relative sea-level rise in our Reserve. An element of the study included the development of a monitoring program for four salt marsh sites. In the vegetation community structure, salt marsh plants range from freshwater to salt-tolerant plants, providing a sensitive indicator of sea-level rise. When paired with models of land-level change, mapped vegetation communities provide valuable information on relative shifts in sea-level rise and land-level change over time.

Through this study, we also obtained baseline biological diversity information for each marsh, including insects, infaunal invertebrates, fish, birds, and mammals in the marshes. During 2011 and 2012, we enlisted 30 people to participate in citizen science trainings to help collect the data.



Common Name	Beluga Slough	China Poot	Fox River	Sadie Cove
Black Bear		☼		☼
Brown Bear			☼	
Cow			☼	
Coyote		☼		☼
Dog	☼			
Harbor Seal		☼		
Mink	☼			☼
Moose	☼		☼	
Muskrat	☼		☼	
Northern Red-backed Vole	☼			
River Otter		☼		☼
Sea Otter	☼			
Red Squirrel				☼
Wolf			☼	

TABLE 1: MAMMAL SPECIES OR SIGN IDENTIFIED IN THE UPPER AND LOWER MARSHES DURING AUGUST 2011 AND 2012

Common Name	Beluga Slough	China Poot	Fox River	Sadie Cove
American Pipit		☼		
Bald Eagle	☼	☼	☼	☼
Belted Kingfisher	☼			
Common Loon		☼		
dabbling ducks	☼			
Dowitcher sp.	☼			
Fox Sparrow				☼
Glaucous Gull	☼			
Glaucous-winged Gull	☼	☼	☼	☼
Greater Yellowlegs	☼		☼	
Green-winged Teal	☼			
Pine Grosbeak				☼
Least Sandpiper	☼	☼	☼	
Mallard	☼			
Merlin	☼			☼
Mew Gull	☼			☼
Northern Harrier			☼	
Northern Pintail		☼		
Northwestern Crow	☼			☼
Orange-crowned Warbler			☼	
Peregrine Falcon	☼	☼		
Ring-necked Pheasant	☼			
Common Raven		☼	☼	
Sandhill Crane	☼		☼	
Sandpiper sp.	☼			
Savannah Sparrow	☼	☼		☼
Sharp-shinned Hawk				☼
Northern Shoveler	☼			
Spotted Sandpiper		☼		
Steller's Jay	☼			
Swainson's Thrush				☼
Wandering Tattler	☼			
White-fronted Goose			☼	
White-winged Crossbill				☼
Wilson's Snipe	☼			

TABLE 2: AVIAN SPECIES OR SIGN IDENTIFIED IN THE UPPER AND LOWER MARSHES DURING AUGUST 2011 AND 2012



KACHEMAK BAY RESEARCH RESERVE

Salt Marsh Habitats: Citizen Science Monitoring 2011-12



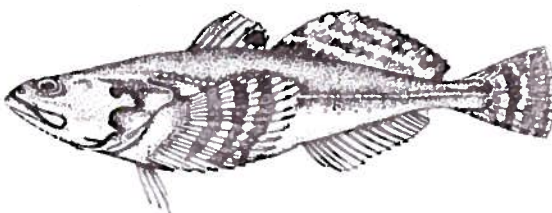
During August 2011 and 2012 in the four salt marshes sampled, 69 plant species, 36 avian species, and 14 different mammal species were identified (visually or by sign of their existence such as scat, tracks, hair, etc.) [Tables 1-3].

Citizen scientists helped sample salt marsh vegetation at randomly placed 1x1 meter plots in the upper and lower marsh area. The methods were standardized to ongoing studies; at each plot, observers recorded the percent cover and frequency of occurrence for each plant species encountered. A relative *importance value* was then determined for each plant species and averaged across all plots. In Figures 1-8, the relative importance values are shown, as well as the vegetation maps associated with all four salt marshes (1996). The vegetation maps include fish species identified at each site in 2012.



This baseline data collected is important to characterize the current ecological conditions at each salt marsh site. Sites will continue to be monitored as an index of sea-level rise over time.

Using an integrated approach, citizen scientists gained a deeper understanding of the dynamic processes at work on coastal environments, such as the changes to tidewater plant and animal diversity associated with melting glaciers and rising sea water in and around Kachemak Bay. Further, the Reserve benefited from having many trained eyes making detailed assessments of the marsh biodiversity as it exists today. The Reserve has provided these citizen scientists with an opportunity to experience the salt marshes of Kachemak Bay in fine detail, examining their vegetative makeup, evaluating their differences, and understanding at a deep--even visceral--level the importance of these ecosystems to the overall health of the bay. They will see these marshes in a different light from now on and be better stewards because of it!



KACHEMAK BAY RESEARCH RESERVE

Salt Marsh Habitats: Citizen Science Monitoring 2011-12

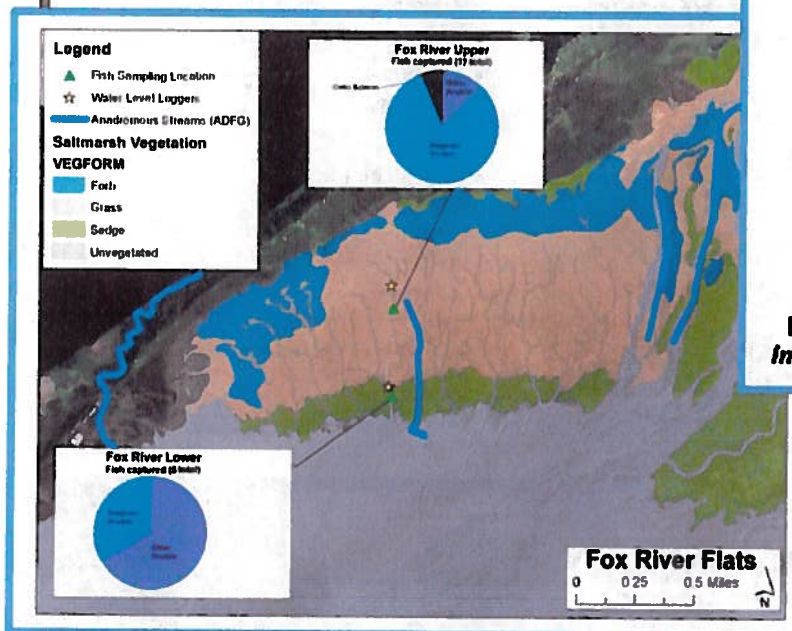


FIGURE 2: FOX RIVER EMERGENT VEGETATION COVER MAP AND KNOWN FISH SPECIES

FIGURE 4: SADIE COVE EMERGENT VEGETATION COVER MAP AND KNOWN FISH SPECIES

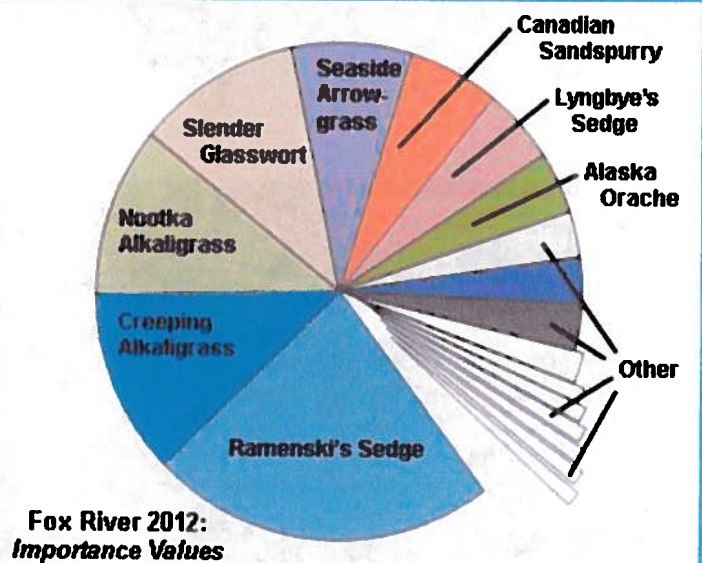
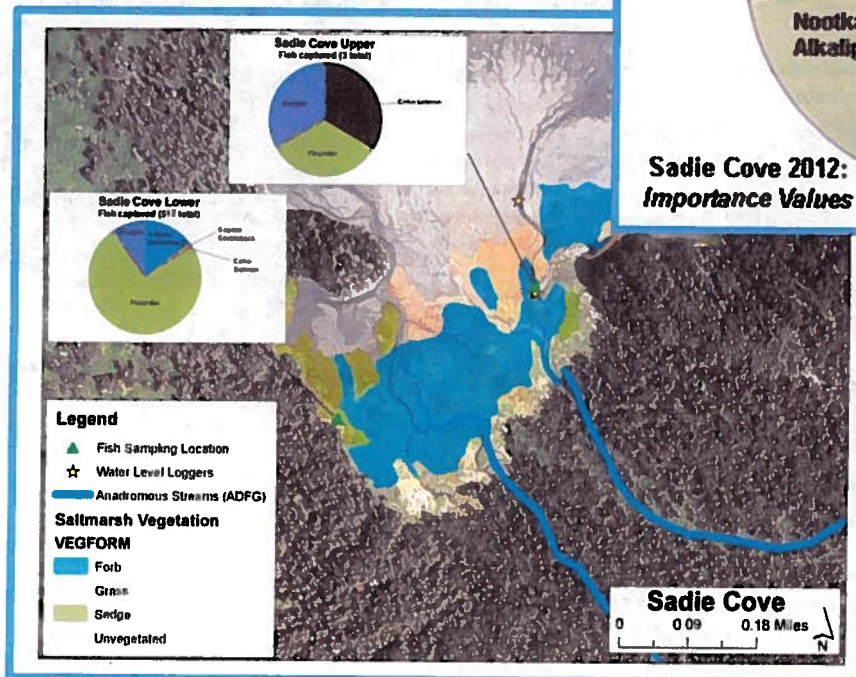


FIGURE 1: FOX RIVER SALT MARSH VEGETATION IMPORTANCE VALUES ARE CALCULATED FROM THE FREQUENCY AND PERCENT COVER FOR EACH SPECIES

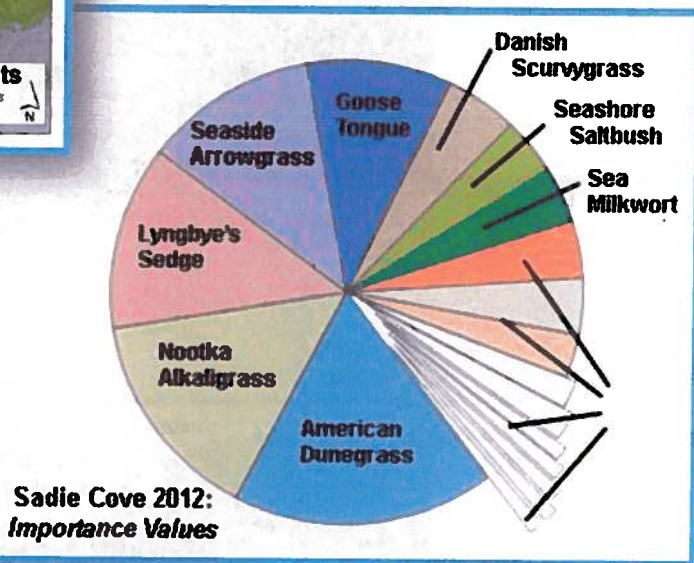


FIGURE 3: SADIE COVE SALT MARSH VEGETATION IMPORTANCE VALUES ARE CALCULATED FROM THE FREQUENCY AND PERCENT COVER FOR EACH SPECIES



KACHEMAK BAY RESEARCH RESERVE

Salt Marsh Habitats: Citizen Science Monitoring 2011-12

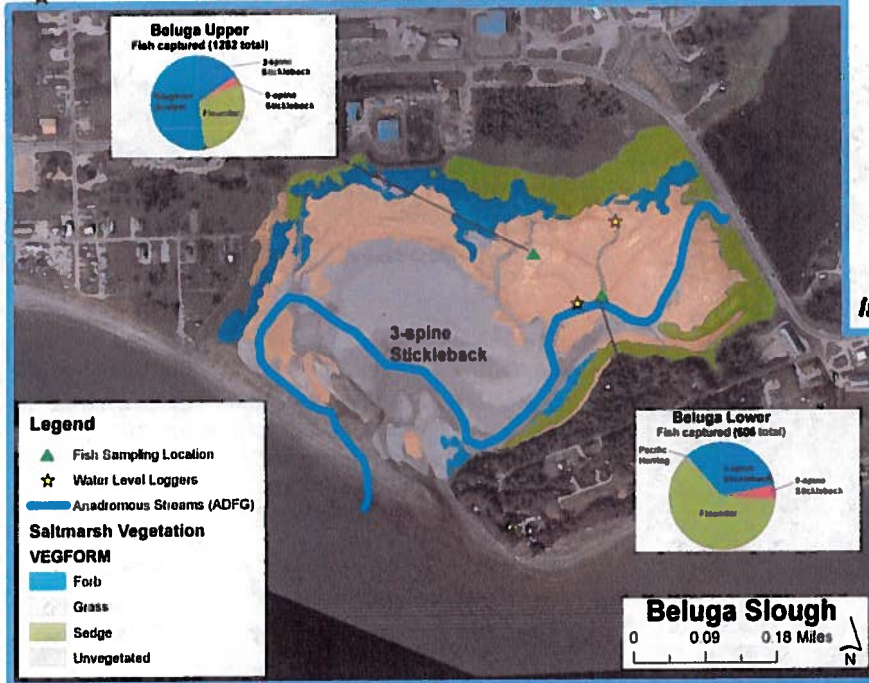


FIGURE 6: BELUGA SLOUGH EMERGENT VEGETATION COVER MAP AND KNOWN FISH SPECIES

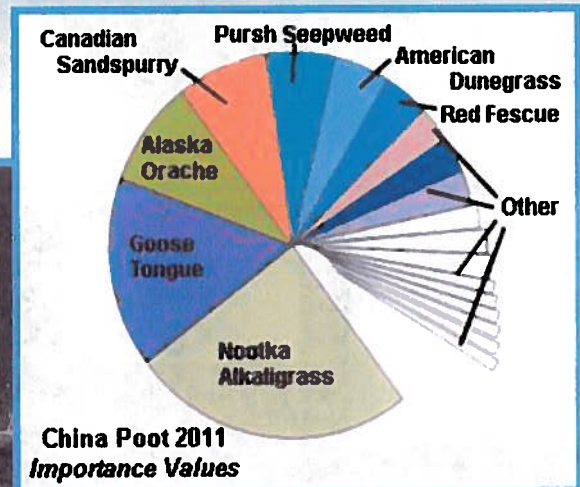


FIGURE 5: CHINA POOT SALT MARSH VEGETATION IMPORTANCE VALUES ARE CALCULATED FROM THE FREQUENCY AND PERCENT COVER FOR EACH SPECIES

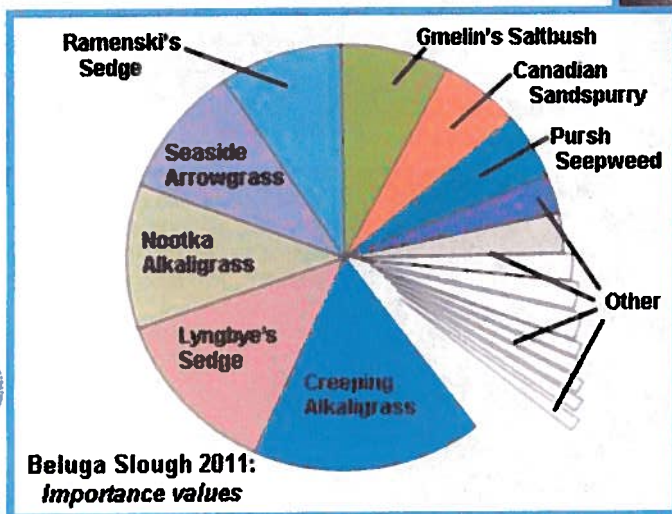


FIGURE 8: BELUGA SLOUGH SALT MARSH VEGETATION IMPORTANCE VALUES ARE CALCULATED FROM THE FREQUENCY AND PERCENT COVER FOR EACH SPECIES

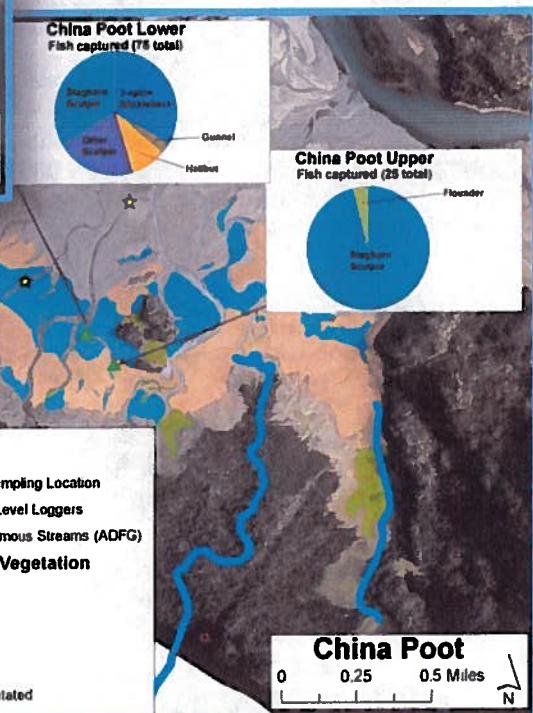


FIGURE 7: CHINA POOT EMERGENT VEGETATION COVER MAP AND KNOWN FISH SPECIES

KACHEMAK BAY RESEARCH RESERVE

Salt Marsh Habitats: Citizen Science Monitoring 2011-12

TABLE 3: FREQUENCY OF OCCURRENCE OF EMERGENT SALT MARSH VEGETATION IN BELUGA SLOUGH, CHINA POOT, SADIE COVE, AND FOX RIVER FLATES, KACHEMAK BAY, ALASKA DURING AUGUST 2011-2012

Common Name	Beluga Slough	China Poot	Fox River	Sadie Cove	Common Name	Beluga Slough	China Poot	Fox River	Sadie Cove
Pineapple weed	1				Annual bluegrass	6		11	
Oysterleaf	1				Bushy knotweed	1		4	
Tall Jacob's-ladder	1				Slender grasswort	15		62	
Dwarf fireweed	1				Spike bentgrass	1		3	
Circumpolar reedgrass	1				Rough bentgrass	2		1	
Fourleaf mare's-tail	1				Alkali buttercup			14	
Fowl bluegrass	1				Alsike clover			8	
Bluejoint	2				Toad rush			6	
Western touch-me-not	2				Marsh grass of Parnassus			2	
Common yarrow	3				Chickweed, starwort			1	
Beach pea	5	1			Fragrant bedstraw			1	
Common dandelion	5	1			Marsh felwort			1	
Seaside ragwort	4	1			Yellow rattle		4	2	
Purple marshlocks	1	2			Boreal starwort		1	2	
Water horsetail	2	1			Field horsetail		1	2	
Seaside sandplant	3			3	Marsh arrowgrass		1	5	
Scottish licorice-root	3	6		4	Canadian burnet		2		
Gmelin's saltbush	60	14		17	Meadow barley		3		
Marsh willowherb	1	3	1		Northern bedstraw		1		
Pacific silverweed	5	9	18	11	Pacific hemlock parsley		1		
Nootka alkaligrass	59	91	53	76	Tufted hairgrass		9		
Pursh seepweed	41	48	1	6	Spotted water hemlock		2		
Ramenski's sedge	22	1	52	5	Sweetgrass		1		
Red fescue	2	18	2	2	Hornemann's willowherb		1		
Seaside arrowgrass	41	16	44	32	Largeleaf avens		1		
Canadian sandspurry	51	55	41	28	Lutz spruce		1		
Alaska orache	1	70	32	2	Mackenzie's water Hemlock		1		
American dunegrass	11	12	2	35	Arctic dock		5		
Creeping alkaligrass	69	1	50	4	Arctic starflower		5		
Goose tongue	22	72	20	35	Arctic daisy		4		1
Largeflower speargrass	2	4	1	1	Scurvygrass		2		42
Lyngbye's sedge	26	9	18	25	Sea milkwort		5		20
Saltmarsh starwort	17		11	26	Seashore saltbush		15		31
					Dwarf alkaligrass		20		9
					Threepetal bedstraw		10		1
					Seaside alkaligrass				1



Kachemak Bay Research Reserve Talking Points from City of Homer

1) What is Kachemak Bay Research Reserve?

The Reserve is a federal-state collaborative partnership between the National Oceanic and Atmospheric Administration (NOAA) and the State of Alaska Department of Fish and Game (ADF&G) Division of Sport Fish. The Reserve performs research and education to ensure a healthy ecosystem in Kachemak Bay. This research is used by government and private businesses in the decisions they make (see white paper on coastal uplift and habitat change). They also partner with other organizations to perform Research on Salmon habitat in Cook Inlet and bring hundreds of central region students to the area for field trips.

2) Importance of the Facility.

Islands and Ocean Visitors Center is a huge tourist attraction in Homer with exhibits, lab and presentation space that draws thousands of visitors a year. Islands and Ocean houses the Reserve and Federal Fish and Wildlife. The building depends on a state partner for rent and to share space. Closing the Reserve threatens the existence of Islands and Ocean and would be devastating to Homer's economy.

3) FY 2014 Budget for the Reserve

Type	Amt	Source	Note
Federal	\$820,000	NOAA operations, science collaborative, NPS and FWS	The science collaborative grant is going away in FY15. This is a 3 yr \$1m grant that has partially funded 9 positions. This in itself will be a big hit and potentially require layoffs
State	\$785,000	GF, DJ, SWG, DEC, CIAP, AKSSF	Much of this shows up as state money but is federal money passed through the state with a state match. For ex, State wildlife grant is federal money but shows up as state.
Special Projects	\$155,000	EVOS, PSWRAC, Modular Rental	
Total	1,760,000		Will be less for FY15 w/o science collaborative grant

4) Can they get the \$175,000 to match the NOAA \$590,000 from other grants? NO.

To fully match all the NOAA money on the table they would actually need \$244,000 – however they are able to count almost \$75,000 in in-kind contributions. The NOAA money goes for basic operations and salaries. This is the money they need to be able to pursue other grants because they can show they have staff, have office space, etc. Furthermore, the grant scene is drying up. In the past they have always had grants in the pipeline to help with funding (grants applied for whose funding status is unsure). Right now they have no grants 'in the pipeline.' This will create further funding constraints even with the GF. Already 3 positions have become vacant and not been filled: assistant manager, research staff and they are currently without a director and holding off the search until they have a secure sense of future of the Reserve (the Reserve currently employs 9).



BAY WELDING

SERVICES | BAY WELD BOATS

Po Box 534 Homer, AK 99603
P-907-235-5103 F-907-235-8603

To: Walt Wrede - Homer City Manager,
Homer City Council
City of Homer - Economic Development Commission

Re: Support for utility line burial along East End Road/Kachemak Drive intersection

Mr. Wrede,

Attached to this letter is a page of signatures supporting burial of existing overhead utility lines along the marine services corridor between Bay Welding and Northern Enterprises. The signatures support our request to the city for direct lobbying involvement on behalf of this project.

The central issue behind this request is the current impossibility of transporting boats with significant height in structure or rigging underneath the existing lines. Because of rapidly growing interest in the construction of new seine vessels and long delayed repairs of other large seiners, there is increased need for the ability to move boats along this route. Although this request has originated from Bay Welding, the idea for line burial is not new and now it has support from all interested businesses along the way.

Bay Welding has been in contact with HEA, ACS, and GCI regarding feasibility for burial and these entities appear to have interest in the project. It is our hope that with significant city input regarding the potential benefit to the general economy, these companies will recognize the cost of this project should not have to be borne entirely by a few businesses. In that light we ask that the city communicates that sentiment to the utility companies and asks for their financial participation in a meaningful way. We also ask that you encourage those companies to begin the engineering and planning for the project at the earliest possible time.

With our thanks,

Eric Engebretsen
Bay Welding



BAY WELDING

SERVICES | BAY WELD BOATS

Po Box 534 Homer, AK 99603
P-907-235-5103 F-907-235-8603

February 25, 2014

To: Marine Trades Business Owners
Re: Overhead transmission lines

Bay Welding is seeking community support for relocating overhead power and communications lines in the general area of the East End Road and Kachemak Drive intersection to promote development of marine construction and repair businesses. From our initial conversations with HEA, ACS, and GCI, it appears possible to place these utilities underground without great complication.

Bay Welding has a direct interest in this burial because it would allow larger commercial fishing vessels to be moved into our yard for repairs without dismantling their rigging at substantial cost and time for the boat owner. In addition we are on schedule to build a large purse seine vessel that cannot be brought from our shop to Northern Enterprises for launching without dismantling overhead transmission lines enroute. Over the long term as the marine service industry grows it will become far more cost effective to bury these lines than to dismantle them each time the need arises.

This letter, along with your signature of support, will be given to the City of Homer. We will also ask that the council and city manager actively lobby the utility companies to implement this relocation request on behalf of our common community interest in promoting maritime business along this commercial corridor.

With our thanks,

Eric Engebretsen
General Manager
Bay Welding
235-5103



BAY WELDING

SERVICES | BAY WELD BOATS

Po Box 534 Homer, AK 99603
P-907-235-5103 F-907-235-8603

We the undersigned do support Bay Welding in their efforts to have utility lines relocated as per the request in the letter submitted with these signatures.

Business Name	Address	Signature
Alaskan Coastal Freight	3245 EAST END RD	
Electric Outlet Inc.	3585 East End Rd #4	
Case Interiors	3585 east end rd #6	Rafael A. Case
Kachemak Green Shed	3625 " " "	Ken J. J.
Alexander Ball, Independent Contractor	3725 " " "	Alex Ball
TIRE TOWN LLC	3725 EAST END RD	Wayne Brown
Liberty Electric	5309 Kachemak Dr	
Beachy Construction	5243 Kachemak Drive	
Flouserve Corp	5243 Kachemak Drive	
Northern Enterprises Boat Yard	5140 Kachemak Dr.	Carol K. K.
Moore Properties	5140 Kachemak Dr.	Carol K. K.
Custom welding	5140 Kachemak Dr.	Anna A. K.
Martushev Boats	5140 Kachemak Dr.	



THE STATE
of **ALASKA**
GOVERNOR SEAN PARNELL

Department of Natural Resources

Division of Oil & Gas
Anchorage Office

550 West 7th Avenue, Suite 1100
Anchorage, Alaska 99501-3563
Main: 907.269.8800
Fax: 907.269.8939

March 7, 2014

**NOTICE OF SALE
ALASKA PENINSULA AREAWIDE 2014 AND
COOK INLET AREAWIDE 2014W
COMPETITIVE OIL AND GAS LEASE SALES**

The Alaska Department of Natural Resources (DNR), Division of Oil and Gas (DO&G), is giving notice pursuant to AS 38.05.945(a)(4) that it is offering state lands for competitive oil and gas leasing in the Alaska Peninsula Areawide 2014 (AP 2014) Competitive Oil and Gas Lease Sale and the Cook Inlet Areawide 2014W (CI 2014W) Competitive Oil and Gas Lease Sale. This notice is available on the State of Alaska Online Public Notice System at <http://aws.state.ak.us/OnlinePublicNotices/>.

Bid submission – Monday, May 5, 2014 from 9:00 a.m. to 4:00 p.m. at Suite 800 of the Atwood Building, 550 West 7th Avenue, Anchorage, Alaska or by mail.

Bid opening – Wednesday, May 7, 2014 from 9:00 a.m. until all bids are read at the Dena'ina Civic and Convention Center, 600 West 7th Avenue, Anchorage, Alaska.

Areawide Lease Sale Locations

The Alaska Peninsula Areawide lease sale area is divided into 1,047 tracts ranging in size from 1,280 to 5,760 acres. The sale area consists of state-owned uplands and tide and submerged lands located on the north side of the Alaska Peninsula, stretching from the Nushagak Peninsula to just north of Cold Bay.

The Cook Inlet Areawide lease sale area is divided into 815 tracts ranging in size from 100 to 5,760 acres. The sale area consists of state-owned uplands and tide and submerged lands located in the Matanuska and Susitna valleys, the Municipality of Anchorage, the western and southern Kenai Peninsula from Point Possession to Anchor Point, the western shore of Cook Inlet from the Beluga River to Harriet Point, and within Cook Inlet.

Sale Documents

Complete details regarding the AP 2014 and CI 2014W lease sales, including Notice of Sale, Sale Announcement and Instructions to Bidders, Attachment A with estimated tract acreage figures and deferred tracts, lease forms, mitigation measures, Bid Form for DNR Areawide Oil & Gas Lease Sale, and tract map, are on the DO&G website at <http://dog.dnr.alaska.gov/Leasing/PreviousSales.htm>.

These documents are also available in the following locations:

Alaska Peninsula: Bristol Bay Middle/High School, King Cove School, Cold Bay School, Sand Point School, False Pass School, Nelson Lagoon School, Akutan School, Z.J. Loussac Public Library in Anchorage; Bristol Bay Borough offices, Lake and Peninsula Borough offices, and Aleutians East Borough offices.

Cook Inlet: Public libraries in Palmer, Wasilla, Kenai, Ninilchik, Homer, Soldotna, Anchor Point and Seldovia; the Matanuska-Susitna Planning Department offices in Palmer; the Kenai Peninsula Borough Planning Department offices in Soldotna; the Anchorage Municipal Clerk's office; and the Z.J. Loussac Public Library in Anchorage.

If unable to access this information, call the Leasing Section at (907) 269-8800 or email dog.leasing@alaska.gov.

Sale Terms and Conditions

Alaska Peninsula Areawide 2014 Competitive Oil and Gas Lease Sale Terms and Conditions						
Lease Sale Tracts	Bid Variable	Minimum Bid	Royalty Rate	Primary Lease Term	Annual Rental Rate	Lease Form
All AP 2014 Tracts	Cash Bonus	\$5.00 per acre	12.5% Fixed	10 Years	Year 1: \$1.00 per acre Year 2: \$1.50 per acre Year 3: \$2.00 per acre Year 4: \$2.50 per acre Years 5+: \$3.00/acre	DOG201308

Cook Inlet Areawide 2014W Competitive Oil and Gas Lease Sale Terms and Conditions						
Lease Sale Tracts	Bid Variable	Minimum Bid	Royalty Rate	Primary Lease Term	Annual Rental Rate	Lease Form
All CI 2014W Tracts	Cash Bonus	\$25.00 per acre	12.5% Fixed	10 Years	Years 1 – 7: \$10.00 per acre Years 8+: \$250.00 per acre	DOG201308W

Annual rental for leases awarded in the CI 2014W sale will be as listed above, except that beginning in the year after the year in which sustained production commences on the lease or the state otherwise determines in its sole discretion, upon request, that the lessee has exercised reasonable diligence in exploring and developing the lease, the annual rental will be \$10.00 per acre or fraction of an acre. In evaluating a request to decrease rental based on the exercise of reasonable diligence, the state will consider the funds expended by the lessee to explore and develop the lease and the types of work completed by or on behalf of the lessee on this lease.

Tracts Deferred or Deleted from Sale

Deferred lease sale tracts will not be offered for lease in this sale, but may be included in future lease sales. DO&G reserves the right to delete or defer any additional acreage or tracts from the sale at any time prior to issuance of the lease. Currently deferred or deleted lease sale tracts are listed on Attachment A of the Sale Announcement and Instructions to Bidders at <http://dog.dnr.alaska.gov/Leasing/PreviousSales.htm>.

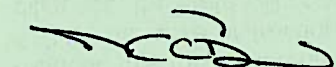
Best Interest Findings to Offer Oil and Gas Leases In Areawide Sales

The AP 2014 and CI 2014W lease sales are being held under AS 38.05.035(e)(6)(F) and AS 38.05.180. On October 9, 2013, DO&G issued a Call for New Information for the 2005 Alaska Peninsula and 2009 Cook Inlet best interest findings authorizing the Areawide lease sales. Based upon the information received in response to the Call for New Information, the DO&G issued a Decision of No Substantial New Information on January 17, 2014.

The Alaska Peninsula Areawide and Cook Inlet Areawide final best interest findings and supplements are available on the DO&G website at <http://dog.dnr.alaska.gov/Leasing/BestInterestFindings.htm> and at the DO&G office in Anchorage.

Americans with Disabilities Act Compliance

The State of Alaska, DNR, DO&G complies with Title II of the Americans with Disabilities Act 1990. This publication will be made available in alternative communication formats upon request. Please call the Leasing Section at (907) 269-8800 or email dog.leasing@alaska.gov to make any necessary arrangements.



W.C. Barron
Director, Division of Oil and Gas



TOURISM, IT'S EVERYONE'S BUSINESS

CHALLENGES WITH THE KENAI'S CURRENT TOURISM MARKETING STRATEGY

We are the best Alaska has to offer, and yet we aren't competing on a level playing field with our competition!

Tourism in Alaska is big business, and communities are aggressively competing for visitor dollars. If the Kenai is going to remain competitive, we have got to stay in the game.

Anchorage - 7 million dollars

Juneau - 1 million

Fairbanks - 2.9 million

Mat-Su Borough - \$850,000

KPTMC - \$300,000 from KPB

When the Kenai Peninsula is not marketing competitively with other areas, we do not exist in the minds of potential Alaskan visitors.

We do not have our hand out for a gift!

TOURISM GETS VERY LITTLE RESPECT ON THE KENAI. It is estimated that tourism brings in more than 30% of our sales tax, yet asking for our marketing dollars to keep that money flowing into our communities is viewed as an ask as for a hand out rather than an investment.

We should be working together! Incorporated communities that benefit from sales tax dollars are in the same boat as the Borough as a whole.

WE ALL SPEND A HUGE AMOUNT OF TIME SECURING A SMALL AMOUNT OF MONEY FOR PROMOTING WHEN WE COULD BE MARKETING AND MAKING A REAL DIFFERENCE IN THE NUMBER OF PEOPLE WHO ARE VISITING OUR COMMUNITIES!

WE ARE ASKING THAT YOU ARE PART OF THE CONVERSATION... IS A BED TAX WORTH EXPLORING?

KPTMC put forward a broad base 1% tourism assessment plan that would collect from all segments of the industry. This plan was not supported by the KPB administration. Bed taxes are common and accepted by the traveling public and the administration would support formulating a plan.

If the tourism industry on The Kenai bands together to create it's own stream of marketing dollars WE CAN CONTROL OUR OWN DESTINY AND GROW!

ARGUMENTS AGAINST A BED TAX:

CON: Some argue that higher prices will lead to a decline of tourism.

PRO: The marketing that we will be able to put in place will GROW our visitor base, not shrink it. Bed taxes are in place throughout the nation and Alaska. We are the only region in Alaska that does not have one.

CON: Bed taxes, as with other taxes, have the habit of continuously increasing regardless of economic conditions.

PRO: If The Kenai's tourism industry formulates this plan and brings it forward to our Borough and Cities, we can control the amount of tax levied and the way it is spent, rather than having it forced on us and used for general government in the future.

CON: A bed tax could affect our residents, such as traveling sports teams.

PRO: We can control the way a bed tax would be structured and look at options such as making it seasonal.

TOURIST PAY. BUSINESS BENEFITS. THE KENAI WINS.

TOURISM, IT'S EVERYONE'S BUSINESS

ARGUMENTS AGAINST A BED TAX:

CON: A bed tax would put an additional burden on the accommodations sector to collect taxes for the rest of the industry.

PRO: We could build in a 5% return for the businesses collecting the tax to offset the time spent on additional bookkeeping and credit card charges.

ARGUMENTS FOR A BED TAX:

The intent of a bed tax would be to create a sustainable funding source for tourism marketing and infrastructure for the Borough and our cities. Investing in Tourism Marketing is an investment in the economic development of the Kenai Peninsula Borough.

An identified funding source that would be 100% identified as being from the Tourism Industry would stop the argument from many in the Borough that they do not want their tax dollars going to pay for tourism marketing.

We could all stop spending so much time fighting for a small slice of what the industry deserves and get about the business of selling our product!

IMAGINE WHAT WE COULD DO WITH AN ADEQUATE MARKETING BUDGET...

TV and Radio advertising in the Anchorage market all Spring and Fall to drive shoulder season visitation.

Full page cooperative ads in national magazines.

A presence at national consumer shows that our competitors are attending.

A presence on International sales missions that our competitors are attending.

A position dedicated to working to bring conventions and meetings to The Kenai.

Stimulate off season and niche markets such as Eco-tourism and winter sports.

ALASKA SALES AND BED TAXES

Destination	Sales Tax	Bed Tax	Total
Anchorage		12	12
Cordova		6	6
Fairbanks		8	8
Haines		4	4
Homer	7.5		7.5
Juneau		12	12
Kenai	6	0	6
Ketchikan		6.5	6.5
Kodiak		10	10
Mat-Su CVB		5	5
Palmer	3	5	8
Seldovia	7.5		7.5
Seward	7	4	11
Sitka		12	12
Soldotna	6		6
Unalaska/Dutch Harbor	3	5	8
Wasilla	2.5	5	7.5

By aggressively marketing The Kenai and our individual communities, we will see our fair share of visitors and groups – and their expenditures, which will support hundreds of small businesses in the region that rely on the tourism industry – from golf courses and restaurants to art galleries and outdoor adventure operators.

THE NATIONAL AVERAGE

BED TAX IS 10%

The goal is to HELP the industry, to provide funds to attract tourists and meetings to The Kenai, which in turn will generate sales tax revenue for the region, which helps to pay for schools, fire, police, streets and other city services.

HOW MUCH WOULD A BED TAX GENERATE ON THE KENAI?

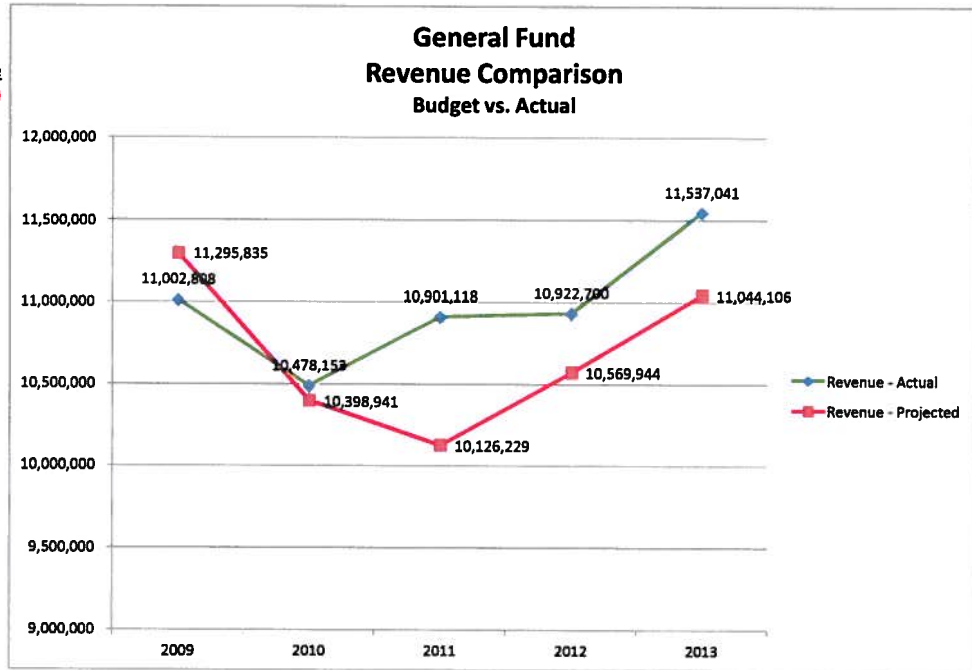
Using 2012 Accommodations Sales Tax figures, a 1% Borough wide bed tax would generate just under \$700,000.

A 1% City bed tax in Homer would generate \$120,000.

General Fund

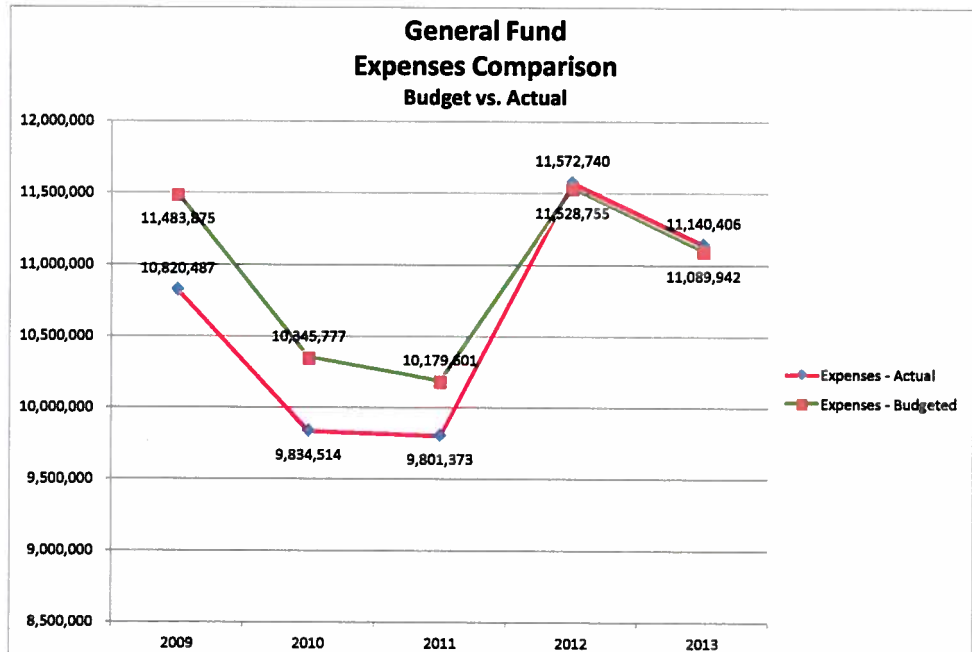
Revenues

<u>FY</u>	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
2009	11,002,808	11,295,835	(293,027)
2010	10,478,153	10,398,941	79,212
2011	10,901,118	10,126,229	774,889
2012	10,922,700	10,569,944	352,756
2013	11,537,041	11,044,106	492,935



Expenses

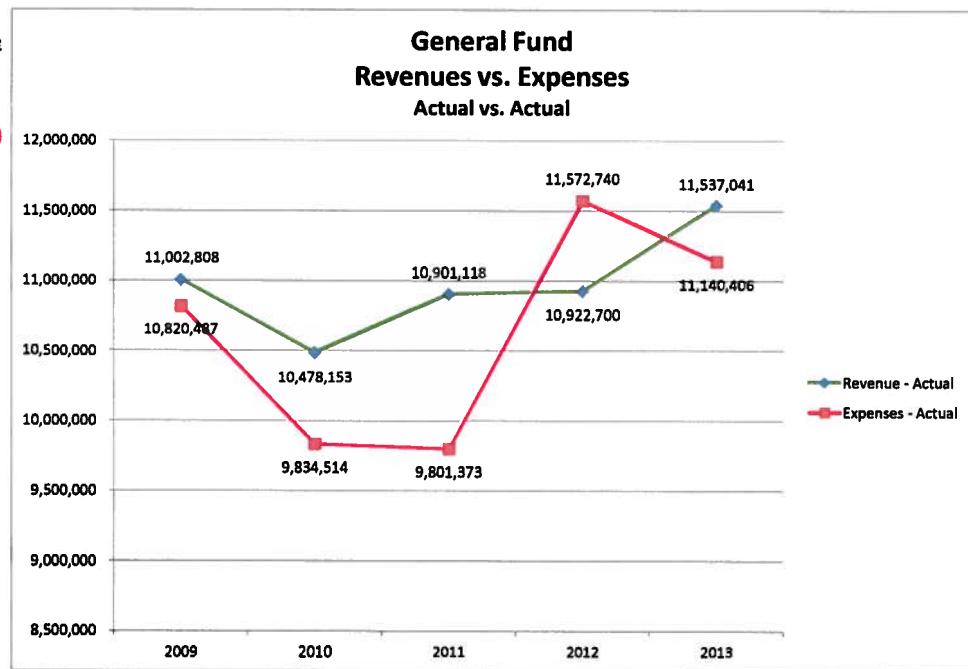
<u>FY</u>	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
2009	10,820,487	11,483,875	663,388
2010	9,834,514	10,345,777	511,263
2011	9,801,373	10,179,601	378,228
2012	11,572,740	11,528,755	(43,985)
2013	11,140,406	11,089,942	(50,464)



General Fund

Revenues vs. Expenses

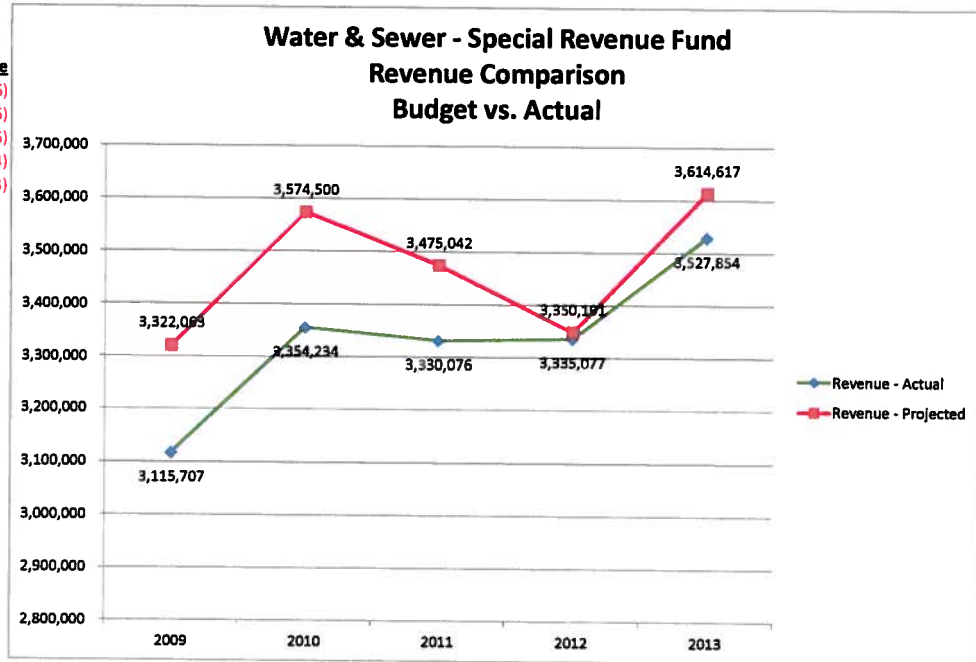
FY	Revenue - Actual	Expenses - Actual	Difference
2009	11,002,808	10,820,487	182,322
2010	10,478,153	9,834,514	643,640
2011	10,901,118	9,801,373	1,099,745
2012	10,922,700	11,572,740	(650,039)
2013	11,537,041	11,140,406	396,635



**Water and Sewer
Special Revenue Fund**

Revenues

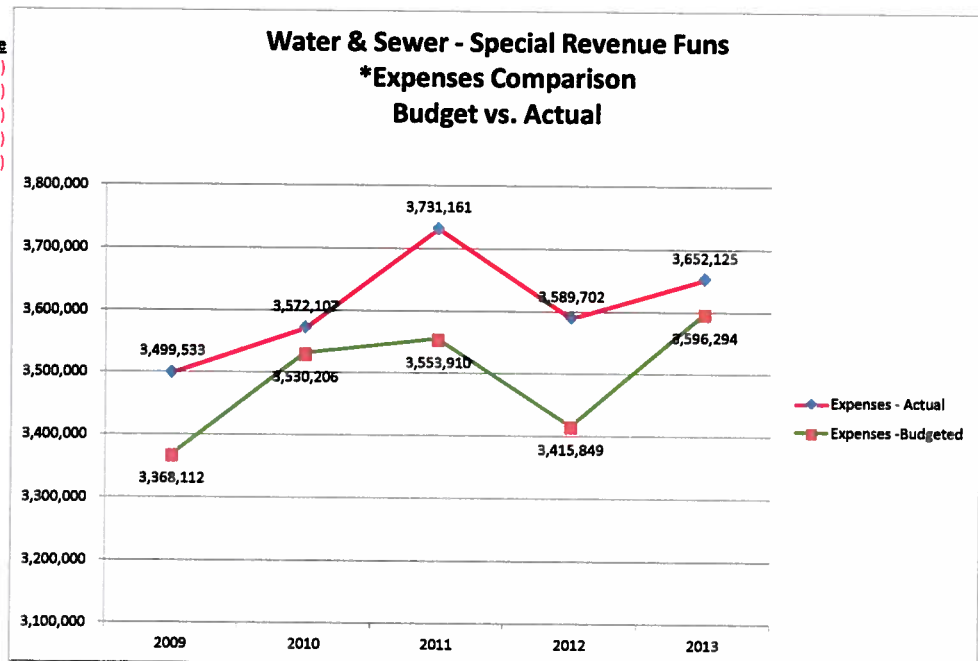
<u>FY</u>	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
2009	3,115,707	3,322,063	(206,356)
2010	3,354,234	3,574,500	(220,266)
2011	3,330,076	3,475,042	(144,966)
2012	3,335,077	3,350,191	(15,114)
2013	3,527,854	3,614,617	(86,763)



Expenses

<u>FY</u>	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
2009	3,499,533	3,368,112	(131,421)
2010	3,572,107	3,530,206	(41,901)
2011	3,731,161	3,553,910	(177,251)
2012	3,589,702	3,415,849	(173,852)
2013	3,652,125	3,596,294	(55,831)

***Excluding Depreciation
2009**

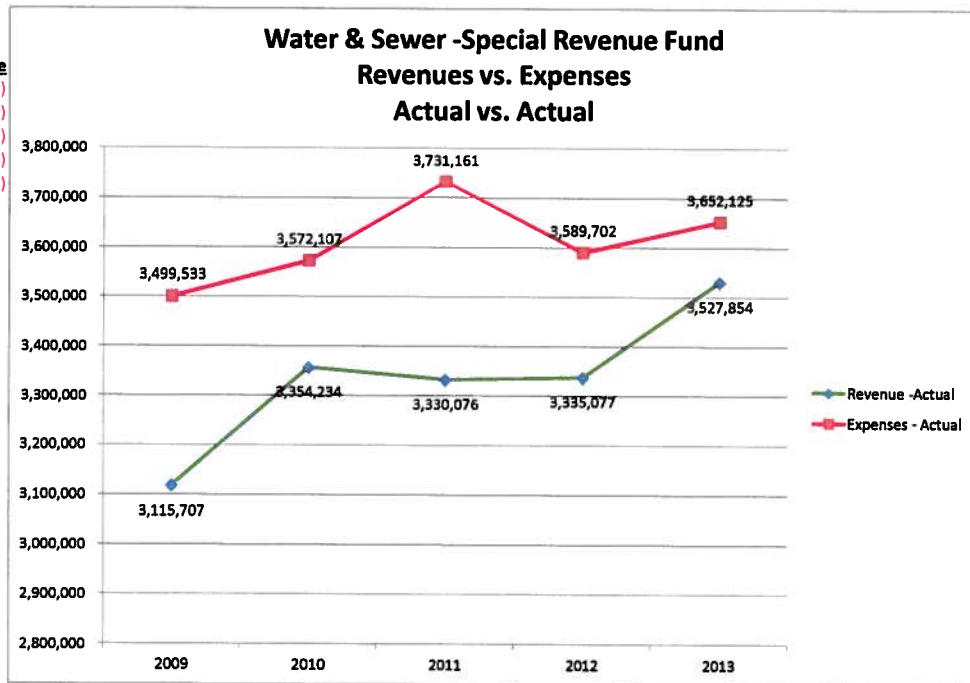


**Water and Sewer
Special Revenue Fund**

Revenue vs. *Expenses

<u>FY</u>	<u>Revenue - Actual</u>	<u>Expenses - Actual</u>	<u>Difference</u>
2009	3,115,707	3,499,533	(383,826)
2010	3,354,234	3,572,107	(217,873)
2011	3,330,076	3,731,161	(401,085)
2012	3,335,077	3,589,702	(254,625)
2013	3,527,854	3,652,125	(124,271)

***Excluding Depreciation
2009**

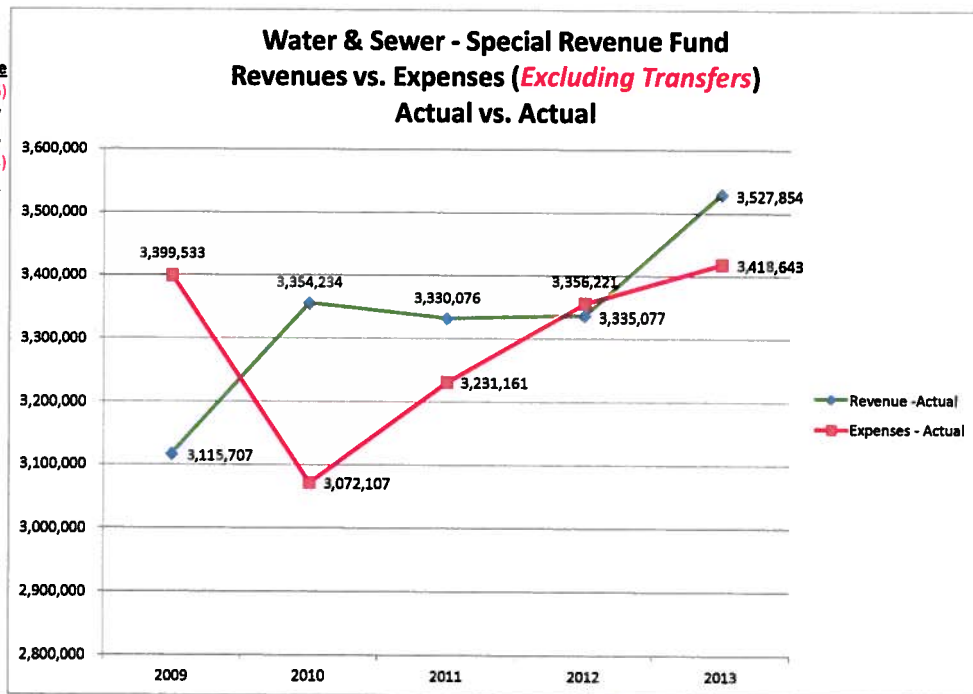


Revenue vs. **Expenses

<u>FY</u>	<u>Revenue - Actual</u>	<u>Expenses - Actual</u>	<u>Difference</u>
2009	3,115,707	3,399,533	(283,826)
2010	3,354,234	3,072,107	282,127
2011	3,330,076	3,231,161	98,915
2012	3,335,077	3,356,221	(21,144)
2013	3,527,854	3,418,643	109,211

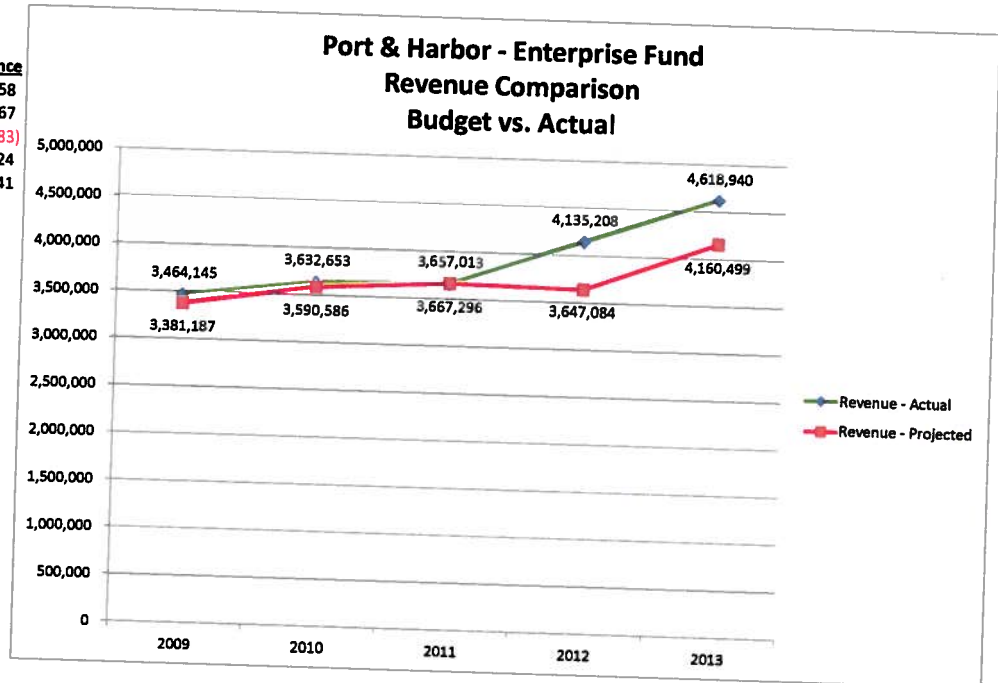
***Excluding Depreciation
2009**

****Excluding Transfers**



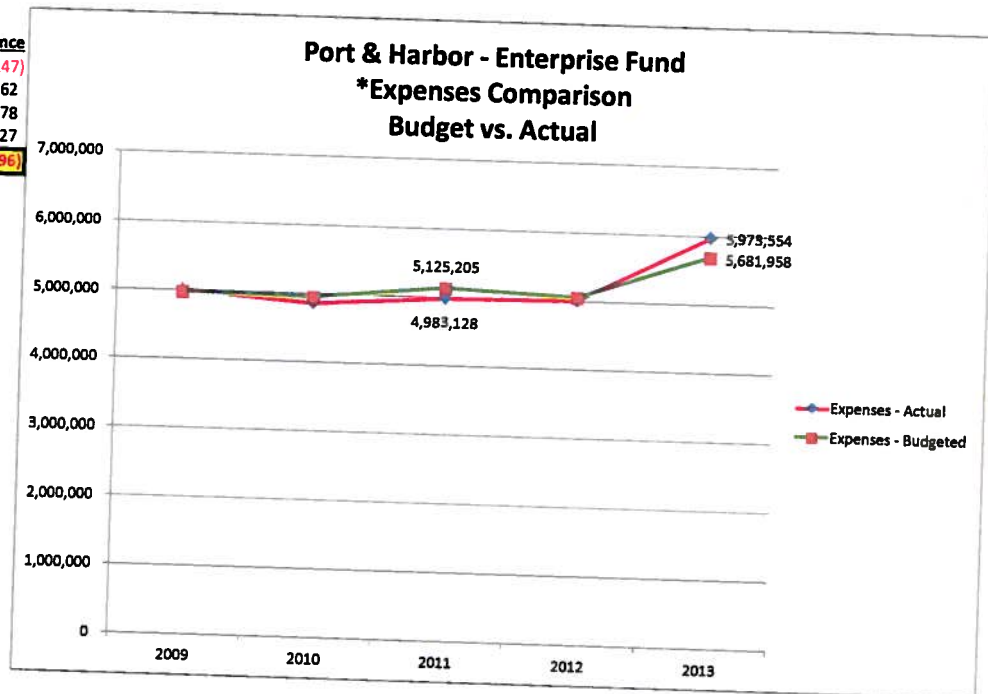
**Port Harbor
Enterprise Fund**

Revenues			
FY	Actual	Budget	Difference
2009	3,464,145	3,381,187	82,958
2010	3,632,653	3,590,586	42,067
2011	3,657,013	3,667,296	(10,283)
2012	4,135,208	3,647,084	488,124
2013	4,618,940	4,160,499	458,441



Expenses			
FY	Actual	Budget	Difference
2009	5,003,235	4,973,088	(30,147)
2010	4,863,454	4,944,016	80,562
2011	4,983,128	5,125,205	142,078
2012	5,007,224	5,044,351	37,127
2013	5,973,554	5,681,958	(291,596)

***Including Depreciation**

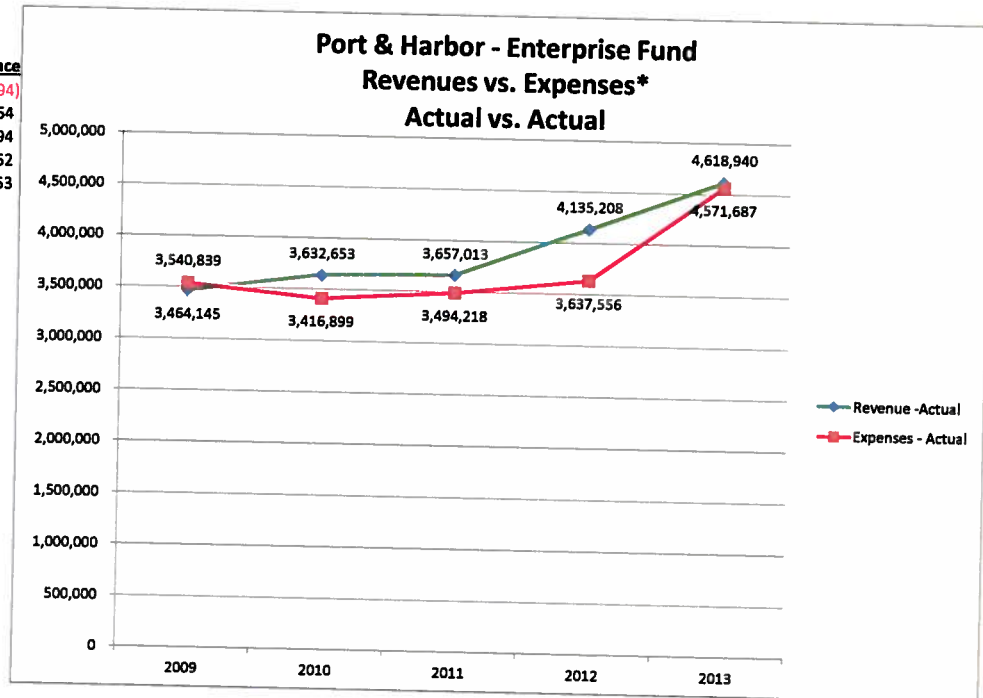


**Port Harbor
Enterprise Fund**

Revenue vs. Expenses

<u>FY</u>	<u>Revenue - Actual</u>	<u>Expenses - Actual</u>	<u>Difference</u>
2009	3,464,145	3,540,839	(76,694)
2010	3,632,653	3,416,899	215,754
2011	3,657,013	3,494,218	162,794
2012	4,135,208	3,637,556	497,652
2013	4,618,940	4,571,687	47,253

***Excluding Depreciation**

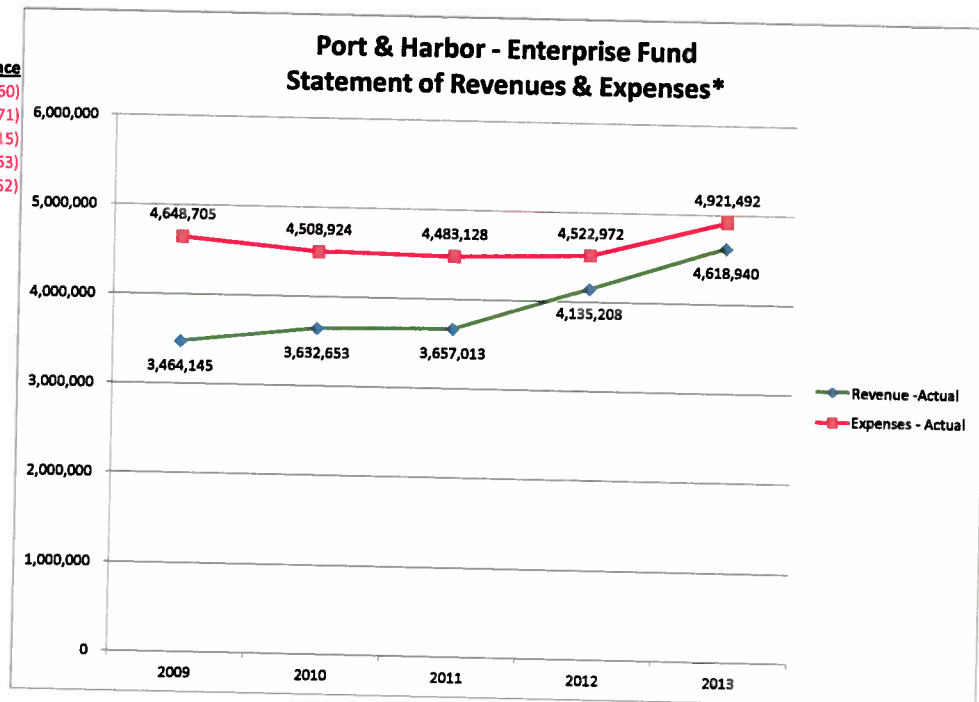


Revenue vs. Expenses

<u>FY</u>	<u>Revenue - Actual</u>	<u>Expenses - Actual</u>	<u>Difference</u>
2009	3,464,145	4,648,705	(1,184,560)
2010	3,632,653	4,508,924	(876,271)
2011	3,657,013	4,483,128	(826,115)
2012	4,135,208	4,522,972	(387,763)
2013	4,618,940	4,921,492	(302,552)

*** GAAP**

Including Depreciations
Excluding Transfers



Electricity Costs (5 Year Comparison)

<u>Account Code</u>	<u>Fund</u>	<u>Dept. Code</u>	<u>Dept./Div. Title</u>	<u>Account</u>	<u>Description</u>	<u>12/31/2009</u>	<u>12/31/2010</u>	<u>12/31/2011</u>	<u>12/31/2012</u>	<u>12/31/2013</u>
100-0114-5217	100	0114	Leased Property	5217	Electricity	27,215	19,865	20,561	17,381	15,364
100-0140-5217	100	0140	City Hall	5217	Electricity	35,191	23,050	30,327	18,225	17,364
100-0145-5217	100	0145	Library	5217	Electricity	29,441	22,711	32,258	28,227	29,760
100-0149-5217	100	0149	Airport Facilities	5217	Electricity	47,954	35,791	35,359	31,177	30,445
100-0150-5217	100	0150	Fire Administration	5217	Electricity	21,718	15,407	18,891	19,218	18,325
100-0160-5217	100	0160	Police Administration	5217	Electricity	20,936	14,643	18,604	19,154	18,300
100-0164-5217	100	0164	Jail	5217	Electricity	12,131	8,567	9,255	9,341	8,907
100-0165-5217	100	0165	Animal Control	5217	Electricity	5,598	4,524	5,457	5,517	5,775
100-0171-5217	100	0171	General Maintenance	5217	Electricity	25,510	18,069	22,255	23,585	23,279
100-0173-5217	100	0173	Paved Roads	5217	Electricity	15,111	14,310	15,273	18,628	19,350
100-0175-5217	100	0175	Parks - Cemetery	5217	Electricity	8,968	7,921	8,591	7,949	9,655
100 Total						249,771	184,858	216,832	198,403	196,524
200-0401-5217	200	0401	Treatment Plant	5217	Electricity	46,085	40,510	66,508	45,026	60,769
200-0403-5217	200	0403	Pump Stations	5217	Electricity	53,931	41,484	50,899	50,172	54,807
200-0404-5217	200	0404	Distribution Systems	5217	Electricity	43,778	40,871	71,562	45,043	40,457
200-0501-5217	200	0501	Sewer Plant Operations	5217	Electricity	179,201	139,825	149,301	154,282	167,270
200-0503-5217	200	0503	Sewer Lift Stations	5217	Electricity	31,319	48,704	13,687	13,551	16,200
200-0601-5217	200	0601	Harbor	5217	Electricity	0	0	0	0	0
200 Total						354,314	311,393	351,958	308,074	339,503
400-0503-5217	400	0503	Port & Harbor Enterprise Fund	5217	Electricity	0	0	0	0	0
400-0600-5217	400	0600	Port - Harbor Administration	5217	Electricity	0	0	0	0	0
400-0601-5217	400	0601	Harbor	5217	Electricity	252,011	208,512	255,759	256,110	278,647
400-0602-5217	400	0602	Pioneer Dock	5217	Electricity	1,506	1,563	3,708	3,662	3,739
400-0603-5217	400	0603	Fish Dock	5217	Electricity	162,121	132,013	144,771	142,089	147,274
400-0604-5217	400	0604	Deep Water Dock	5217	Electricity	3,554	2,335	7,561	7,882	7,269
400-0606-5217	400	0606	Fish Grinder	5217	Electricity	0	0	0	0	0
400-0610-5217	400	0610	Port - Harbor Admin Maintenance	5217	Electricity	0	0	0	0	0
400-0611-5217	400	0611	Harbor Maintenance	5217	Electricity	10,917	8,279	7,102	7,264	6,965
400-0612-5217	400	0612	Main Dock Maintenance	5217	Electricity	0	0	0	0	0
400-0614-5217	400	0614	Dwd Maintenance	5217	Electricity	0	0	0	0	0
400 Total						430,109	352,701	418,901	417,007	443,894
Grand Total						1,034,194	848,952	987,691	923,484	979,922

CITY ATTORNEY REPORT

COMMITTEE REPORTS

PENDING BUSINESS

1 CITY OF HOMER
2 HOMER, ALASKA

3 City Clerk/
4 Public Arts Committee

5 RESOLUTION 14-023
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER,
8 ALASKA, APPROVING AND ACCEPTING THE DONATION
9 OF A LIFE-SIZE BRONZE BUST OF BROTHER ASIAH
10 BATES BY AN ANONYMOUS DONOR AND CREATED BY
11 HOMER ARTIST LEO VAIT FOR PERMANENT PLACEMENT
12 IN WKFL PARK.
13

14 WHEREAS, The City of Homer Municipal Art Collection has few pieces that
15 commemorate the contributions of prominent citizens; and
16

17 WHEREAS, Brother Asaiah was widely known for his calm, quiet manner; equal and
18 respectful treatment of all persons; served as a member of City Council; was a regular
19 contributor to the local newspapers and attended many city and public meetings on numerous
20 issues and concerns; and
21

22 WHEREAS, The donor wishes to remember all that Brother Asaiah gave to the
23 community in the form of a life-size bust created out of bronze and commissioned local artist
24 Leo Vait who personally knew Brother Asaiah and having completed the required application
25 for donation; and
26

27 WHEREAS, The Public Arts Committee has reviewed the requests for donation to the
28 City of Homer and recommended that the City Council approve and accept the donation and
29 incorporate it into the Municipal Art Collection.
30

31 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
32 approves and accepts the life-size bronze bust of Brother Asaiah from an anonymous donor and
33 created by Homer artist Leo Vait and incorporates it into the City's artwork collection.
34

35 BE IT FURTHER RESOLVED the City Council authorizes permanent placement of the
36 sculpture on top of the large rock in WKFL Park on Pioneer Avenue, Homer, Alaska, for the
37 enjoyment of all resident and visitors.
38

39 PASSED AND ADOPTED by the Homer City Council this 27th day of January, 2014.
40

41 CITY OF HOMER
42

43 _____
44 MARY E WYTHER, MAYOR

45 ATTEST:
46
47 _____
48 JO JOHNSON, MMC, CITY CLERK
49
50 Fiscal Note: N/A
51
52



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

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Memorandum 14-016

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: PUBLIC ARTS COMMITTEE

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: JANUARY 13, 2014

SUBJECT: ACCEPTANCE OF DONATION OF ARTWORK – BRONZE BUST OF BROTHER ASIAH

BACKGROUND

Local artist Leo Vait was commissioned to create and sculpt a life-size bust of "Brother Asaiah". Mr. Files and Ms. Martha Anderson are acting as local representatives for the person wishing to remain unrecognized and or anonymous.

The WKFL Park was donated by Brother Asaiah to the city. Within the selected location there is a rock with a dedication plaque and it is here that the proposed bronze bust would be placed. It is intended to be a permanent placement and will be attached by the appropriate means.

All required documents have been submitted and copies are included for your review.

At a special meeting on January 9, 2014 the Public Arts Committee deliberated and heard public testimony against the idea of a sculpture and or placement in WKFL Park. Following is the excerpt from the minutes of their discussion and ensuing motion:

NEW BUSINESS

A. Donation of Commissioned Artwork for Placement within WKFL Park

1. Gift Proposal Form
2. Pictures of Proposed Art Donation
3. Resume of Artist
4. Artist Previous Works
5. Photos of Asaiah Bates
6. Letters of Support

Vice Chair Miller read the title into the record. Ms. Krause noted this started with an inquiry from Ms. Otteson.

Ms. Otteson stated that she was contacted regarding the commissioned sculpture, stating that approval was desired before further work was done on the sculpture and submittal to the foundry. Ms. Otteson felt that it should go before the Parks and Recreation Advisory Commission since it was being requested to be placed in a city park. She contacted Ms. Krause who notified her about the process in place for donating works of art to the city.

Chair Newby expressed appreciation for Ms. Otteson and the City Manager for their support of the protocols; she stated that she received emails with photos from Mr. Will Files.

Discussion ensued on the cost of the artwork and what the procedure was regarding the donation application. Chair Newby provided a summary explanation on the background of the application and recalled the donation of the bench as a memorial for the Eagle Lady. Vice Chair Miller stated that it still did not explain the process on what the committee should do now. Ms. Aplin stated that while the idea of the donation is acceptable, it is apparent that the venue may not be acceptable.

Commissioner Lowney was permitted to offer her comment stating that this item was on the Parks and Recreation Commission agenda next week and she believed that due to the conflict on the appropriateness of the suggested placement in WKFL Park that they provide more opportunity for the public to weigh in, she further opined that she understood the concern expressed by Mr. Landfield regarding the overcrowding of the park but she had less concern on that since it would be installed on top of an existing rock, technically it is not taking up space.

The committee discussed the need for further opportunity for a public hearing; that Brother Asaiah was a very unassuming man; why this project needed fast tracking through the process and making a quick decision. The committee expressed concern on the venue being appropriate. It was determine that Council was the appropriate forum to get the word out to the public.

Vice Chair Miller requested a motion. Ms. Krause requested a few minutes to draft the appropriate motion for the committee.

APLIN/NEWBY - MOVED TO RECOMMEND THAT THE DONATION OF THE SCULPTURE WOULD BE ACCEPTABLE TO ADD TO THE MUNICIPAL ART COLLECTION HOWEVER THERE IS A QUESTION REGARDING THE LOCATION BEING APPROPRIATE AND THEREFORE RECOMMEND CITY COUNCIL HOLD A PUBLIC HEARING ON THE ISSUE. FURTHERMORE, THE COMMITTEE WOULD ALSO RECOMMEND CITY COUNCIL INCLUDE THE RECOMMENDATION FROM THE PARKS AND RECREATION ADVISORY COMMISSION REGULAR MEETING ON JANUARY 16, 2014 IN THEIR DELIBERATIONS.

There was no further discussion.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RECOMMENDATION:

Hold a public hearing to obtain more public input on the acceptance and placement of a life-size bronze bust of Brother Asaiah in WKFL Park.



City of Homer

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Memorandum 14-048

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: PUBLIC ARTS COMMITTEE

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: MARCH 5, 2014

SUBJECT: RECOMMENDATION ON THE ACCEPTANCE OF A DONATION OF A BRONZE BUST INTO THE MUNICIPAL ART COLLECTION AND PLACEMENT ON CITY OWNED PROPERTY OR IN A CITY OWNED FACILITY

BACKGROUND

The Public Arts Committee held a Special meeting on January 9, 2014 to review the application for a donation of a bronze bust as a memorial to Brother Asaiah Bates. The outcome of that meeting was to recommend City Council hold a Public Hearing to allow more public comment on the statue and placement and to forward the action for comment and recommendation from the Parks and Recreation Advisory Commission since the donation requested permanent placement in a city owned park. The Parks and Recreation Advisory Commission upheld the Public Arts Committee recommendation to gather further public comment at their regular meeting on January 16, 2014. During the regular City Council meeting on January 27, 2014 action was postponed on Resolution 14-024 and the item was remanded to the Public Arts Committee to conduct the public hearing.

During a special meeting on February 27, 2014 the Public Arts Committee held a public hearing on the acceptance of a bronze bust of Brother Asaiah Bates and permanent placement on the top of the large rock in WKFL Park. After careful consideration the following motion was approved by roll call vote. The minutes of that meeting are attached for your review.

FELLOWS/PERSON - MOVED NOT TO ACCEPT THE BUST OF BROTHER ASAIAH INTO THE MUNICIPAL ART COLLECTION.

There was a brief discussion on the generosity of the donation even though the community was not in favor.

VOTE. NO. PERSON.

VOTE. YES. FELLOWS. MILLER.

Motion carried.

RECOMMENDATION:

Approve the motion to not accept the donation of the life size bronze bust of Brother Asaiah Bates into the Municipal Art Collection.



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Memorandum 14-018

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: PARKS AND RECREATION ADVISORY COMMISSION

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: JANUARY 21, 2014

SUBJECT: ACCEPTANCE AND PLACEMENT OF BRONZE BUST OF BROTHER ASIAH

BACKGROUND

At a regular meeting on January 16, 2014 the Parks and Recreation Advisory Commission heard public testimony for and against placement of a sculpture of Brother Asaiah in WKFL Park. The Commission recommended forwarding a recommendation of support that further opportunity for public comment was needed in the form of a public hearing.

Below is an excerpt from the meeting minutes of the January 16, 2014 regular meeting regarding that discussion.

NEW BUSINESS

A. Recommendation for Support of Placement of Commissioned Sculpture in WKFL Park

Chair Steffy read the title into the record and inquired if more discussion was needed on the subject or if there were additional comments from the commissioners.

Commissioner Brann commented on the statements and comments received on both sides of the issue and he believed a continued discussion would be appreciated. He agreed that no one wanted to fight about the decision but a good discussion would be valuable to making a decision. He appreciated people coming tonight.

Chair Steffy opined on the memorialization of an individual and the contrasts between what the individuals want and what the individual being memorialized might have wanted done. He further stated that there are two questions to ask –

- 1. Are you memorializing the individual for the sake of the individual?*
- 2. Are you memorializing the individual for the sake of the people he influenced.*

Chair Steffy stated he believed the commission heard that during the public comments tonight. He opined that it would be appropriate for a public hearing to be held by City Council regarding this issue to get more public input on the placement. Chair Steffy requested a motion.

LOWNEY/BRANN - MOVED TO SUPPORT THE ACCEPTANCE OF THE DONATION OF THE ART PIECE TO THE CITY COLLECTION BUT RECOMMEND A PUBLIC FORUM TO FURTHER DISCUSS THE PLACEMENT ON THAT PIECE.

Chair Steffy stated he will attend that meeting to answer any questions regarding the Commission recommendation.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RECOMMENDATION:

Hold a public hearing to obtain more public input on the placement of a bronze bust of Brother Asaiah.



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Memorandum 14-058

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

DATE: MARCH 17, 2014

SUBJECT: RECOMMENDATION ON PLACEMENT OF THE PROPOSED ART DONATION OF A
BRONZE BUST OF BROTHER ASIAH BATES

Background

The Library Advisory Board was asked to consider making a recommendation on this subject from the Library Director, Ann Dixon since she was approached regarding possible placement in the Library or on the grounds. Following is the excerpt from the minutes of the March 4, 2014 regular meeting of the Library Advisory Board.

B. Recommendation on Placement of Art Donation

Ms. Krause provided highlights from the special meeting of the Public Arts Committee in which a public hearing was conducted. She noted that the numerous members of the public present were against the placement of the bust on or in any public space. After numerous motions the Public Arts Committee turned down the acceptance and/ or placement of the statue. Ms. Krause explained that City Council could still approve and accept the statue into the collection. Ms. Dixon commented that she heard half was that affiliation to the Barefooters and the other half was that Brother Asaiah would not have wanted the statue.

Mr. Gordon did not wish to make a recommendation to Council. Ms. Utley would withhold a recommendation until she had more information on the topic herself however she did not favor making a recommendation against the majority who could represent even larger numbers. Mr. Slone stated that he was disappointed in the Public Arts Committee recommendation as he was in favor and he will go before Council stating that they should accept the donation and place it somewhere. However, he would as a member of the Board support the recommendation made by the Public Arts Committee.

SLONE/UTLEY - MOVED TO NOT MAKE A RECOMMENDATION ON PLACEMENT OF THE STATUE AT THIS TIME.

There was no further discussion.

VOTE. YES. SLONE, UTLEY, PORTER, GORDON.

Motion carried.

Recommendation: No Action Required. Informational in Nature.



MUNICIPAL ART COLLECTION GIFT PROPOSAL APPLICATION

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THOROUGH.

DATE 16 December 2013
CONTACT PERSON Will Files and Martha Ellen TITLE _____
ORGANIZATION IF APPLICABLE _____
ADDRESS 59835 Tern Ct CITY Homer STATE AK ZIP 99603
PHONE 907 299-2990 FAX _____ CELL _____
EMAIL will@wfiles.us

TELL US WHY YOU WISH TO DONATE THIS ARTWORK TO THE CITY OF HOMER? Brother Asaiah left his body in the year 2000. Newcomers have not experienced his presence first hand, and sometimes even we sourdoughs forget. I give this statue to renew his loving spirit. Our world is as challenged today as Brother Asaiah's prophetic vision observed years ago. My wish is that this great work of art, depicting his pain, peace, joy and transcendent love, can rekindle that loving spirit which Brother gave to us in our "Cosmic Hamlet By The Sea". What better place than the WKFL Park.

PROPOSED ARTWORK

TITLE OF ARTWORK Brother Asaiah
ARTIST(S) NAME Leo Vait
YEAR COMPLETED 2014 DIMENSIONS approximately 3 feet high
MATERIALS USED TO CREATE ARTWORK bronze

PHYSICAL DESCRIPTION OF THE PROPOSED PIECE—

A life size bronze bust of Brother Asaiah, bound by an iron rod into the existing large rock in front of the present gazebo.

NARRATIVE DESCRIPTION OF THE PROPOSED ARTWORK - TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE -

Brother Asaiah captured the spirit of our times, respecting all religious and political views. He was a catalyst for peace and reconciliation at City Council meetings, and throughout our city.

the donor of this bronze bust, saw Brother Asaiah transmute his own anger and pain, devoting his life to love and service in Homer. wants to rekindle the life and spirit of this beloved Homerite.

IS THE PROPOSED PIECE ONE OF A KIND? yes IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? No
IF SO, AN EDITION OF HOW MANY? _____ IS THE PIECE COMPLETED? No IF NOT WHEN IS THE
EXPECTED COMPLETION DATE? May 2014
WHAT IS THE CURRENT CONDITION OF THE PIECE? It is currently in maquette form, waiting for a go ahead
decision from the City of Homer, the Public Arts Commission, and the Parks and Rec Commission.

PROPOSED SITE OR LOCATION

DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE ARTWORK? IF SO WHERE? _____
WKFL Park in the City of Homer - on top of the ROCK in the park

IS THIS A CITY OWNED PROPERTY IF NOT WHO OWNS THE PROPERTY? _____
City owned

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? _____
Brother Asaiah donated the WKFL Park to the City of Homer, and had the large rock placed there.

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? _____
No permit required, but will seek support of City of Homer and the Public Arts Commission

TECHNICAL SPECIFICATIONS

DESCRIBE HOW THE ARTWORK IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF
THIS APPLICATION. In his Homer studio, Leo Vait will sculpt Asaiah life-size from the waist up, using
plasticine clay. It will then be molded and processed for a bronze pour.

HOW IS THE ARTWORK TO BE PROPERLY INSTALLED? _____
It will be installed on the "WKFL rock" using stainless steel bolts designed for use in concrete.

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? _____
Would like to install a spot light to illuminate the sculpture, mounted on the gazebo (solar??).

WHO WILL BE INSTALLING THE ARTWORK? _____
Leo Vait and friends

WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE? _____
2,000 years

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? _____
None

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS: _____
N/A

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? _____
Bronze is extremely durable! Illumination would guard against vandalism (the spotlight).

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD? _____
Concrete and a bolting system will secure the sculpture permanently.

BUDGET

PROJECT MANAGEMENT FEES	\$ 0	INSURANCE	\$ 0
ARTIST'S FEES	\$ 8,000	UTILITY HOOKUP	\$ 0
PURCHASE PRICE	\$ 6,500	DELIVERY	\$ 1,000
PERMITS	\$ 0	INSTALLATION	\$ 0
STRUCTURAL ENGINEERING	\$ 0	SIGNAGE	\$ 500
SITE PREPARATION	\$ 1,000	RECOGNITION	\$
OTHER COSTS NOT LISTED	\$ 1,500	DESCRIPTION	spot light, etc
DATE PIECE WAS LAST APPRAISED?	N/A		

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? \$18,500

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND
maquette preparation - December 1, 2013

DATE GOALS TO PREPARE THE PIECE FOR DONATION
Gift Proposal Application - December 15, 2013; Public Arts Commission - January 9, 2014

Parks and Rec Commission - by January 16, 2014; Homer City Council - January 27, 2014

Life size plasticine clay bust complete - February 15, 2014; Foundry casts sculpture - April 30, 2014; I

RESTRICTIONS

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? _____
NO

WHAT EXPECTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK? _____
Provide space in Park.

COMMUNITY INVOLVEMENT

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION? _____
Public Arts and Parks and Rec Commissions

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.

APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.

- ☒ AN RESUME OR BIO FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.
- ☒ FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.
- ☒ THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK
- ☐ SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK
- ☐ IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.
- ☐ A COPY OF A FORMAL APPRAISAL IF AVAILABLE
- ☐ TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL ENGINEER.

APPLICATIONS ARE TO BE SUBMITTED TO:

THE CITY OF HOMER

CITY CLERKS OFFICE

491 E. PIONEER AVENUE

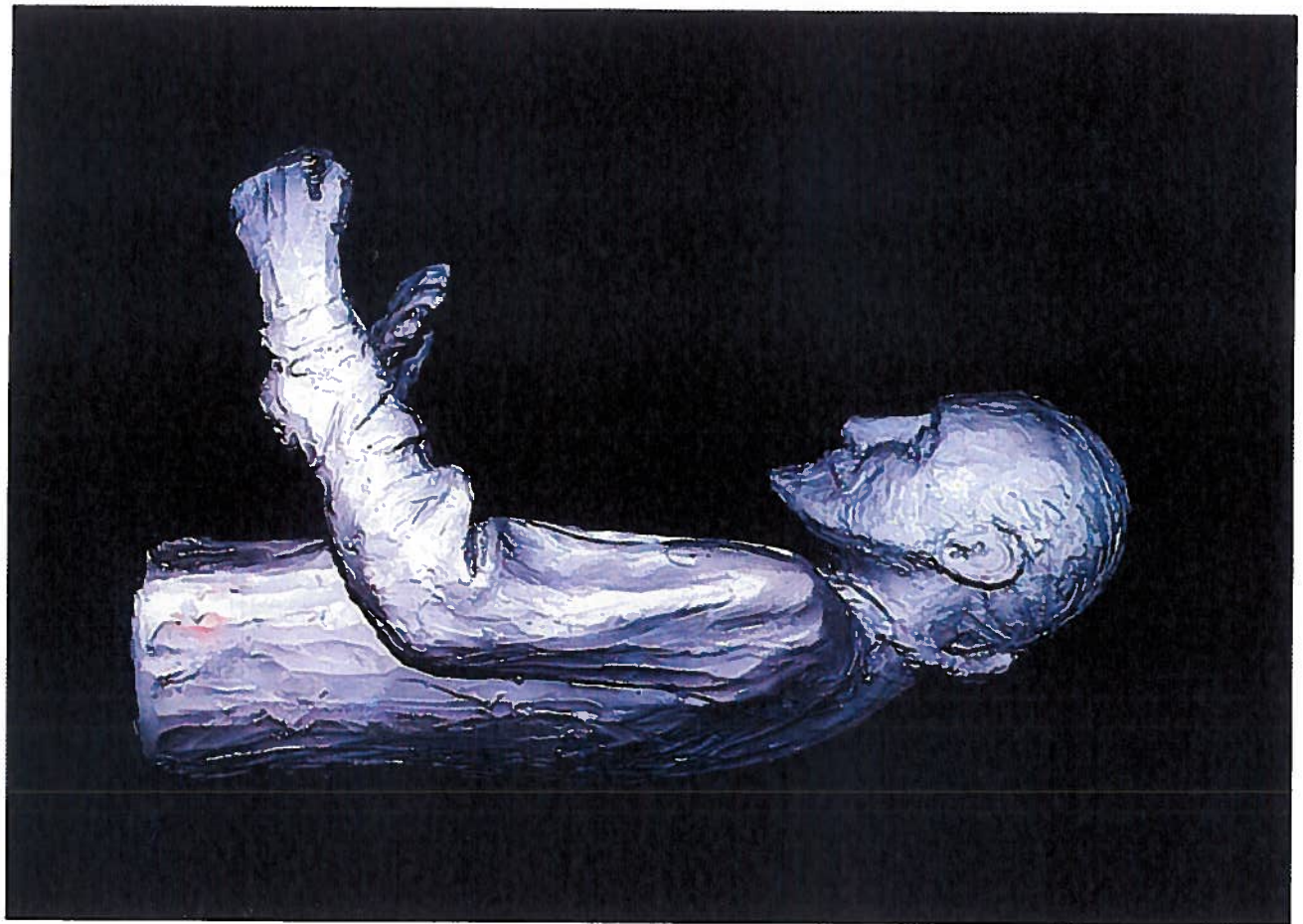
HOMER, AK 99603

OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO clerk@ci.homer.ak.us

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.







Leo Vait

leovait@gmail.com

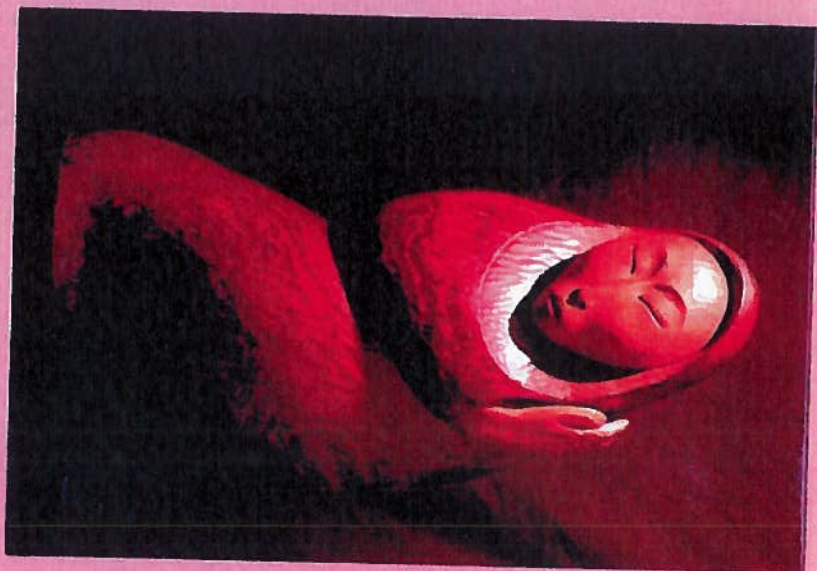
907.399.8025

Attending Southern Oregon University as an art major until 1975, I supported myself as a stonemason. Two years later, I started exhibiting painting, jewelry, and sculpture, using various mediums. Today my work has been shown in Oregon, Washington, and Alaska with the following notable purchases and/or commissions:

- Homer's Pratt Museum: one watercolor, two wood sculptures, and an installation piece to one of their exhibits
- Alaska State Council on the Arts: *Bone Music*, a major steel and concrete sculpture, located outside the Atwood Building in Anchorage. (2006 under the 1% for the Arts program)
- Kachemak Bay Campus, Homer: sign constructed of steel, wood, and concrete, located in the outside entryway

Over the last several years, my art has leaned toward functional commissions: fireplaces, doors, countertops, walkways, and furniture. Now, floating into those fabled "golden years," I have returned to exploring the human body through drawing, painting, and sculpture, an ancient human interest.

VAIT
IST



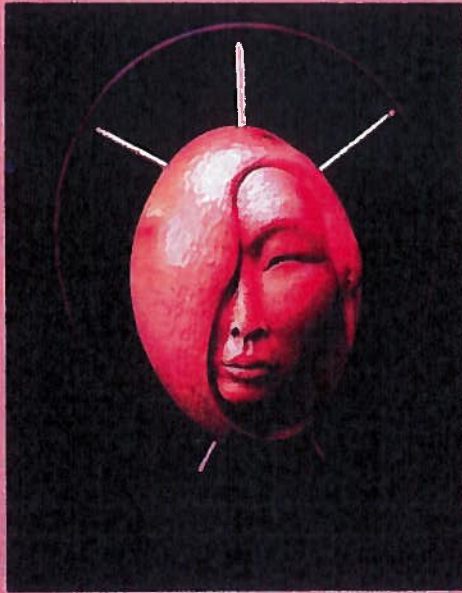
From the Seal Dance '86
30" X 14"
Yellow/Red Cedar
From the collection of:
The Pratt Museum



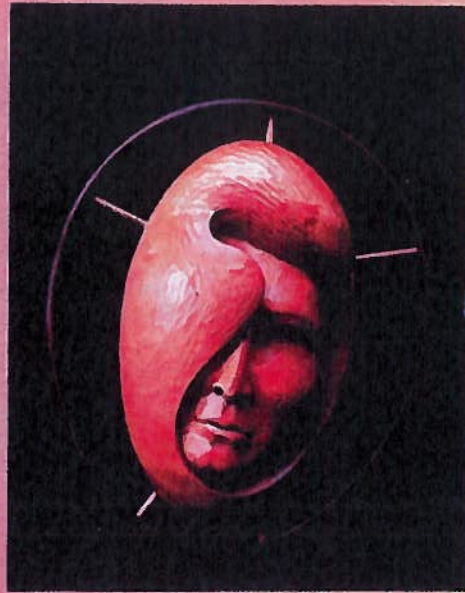
"Bone Music"
13' H x 15' W
Welded Steel - 2005



"Cindy"
lifesize
clay '99



Heart of Crane '85
19" x 16"
Birch/Cedar
from the collection of:



Heart of Eagle '85
19" x 16"
Birch/Cedar
from the collection of:







To: Whom It May Concern

**From: James C Hornaday
Mayor Ex Officio
City of Homer**

Date: 15 December 2013

Subject: Support for Brother Asaiah sculpture in WKFL Park

This letter is in support of a bronze bust of Brother Asaiah to be mounted on the rock in the WKFL Park. I understand it will be designed and built by local artist, Leo Vait. Brother Asaiah was a much beloved Homer character who was able to bring the various Homer groups together. His favorite saying was: "The kingdom of heaven is within you."

**James C. Hornaday
Box 2489 Homer, AK**

December 18, 2013

To Whom It May Concern,

When Mayor of Homer, 1996-2004, I always appreciated the presence of Brother Asaiah at Homer's City Council meetings. As with any governing body, there are struggles and triumphs, while opposing views and policies are hashed out in public. Whatever the issue, no matter the length of the meeting, Brother Asaiah stayed with us and the community to the end when he would thank everyone for their good work. He became an "ambassador of peace" summing up the issues with positive tolerance and humanitarian advocacy. All eyes and spirits turned to him for his wisdom, knowledge, faith, and love.

In the middle of this town is a small park that brings all walks of life and all forms of activism. Gatherings are allowed with respect and reverence for freedom of speech through peaceful assembly. It is only appropriate that Brother Asaiah's influence over this community be honored by an artist-rendered likeness to be placed on the large solid rock in WKFL Park which Brother donated to the City of Homer.

Sincerely,

Jack Cushing

Jo Johnson

From: Renee Krause
Sent: Wednesday, March 12, 2014 8:06 AM
To: Jo Johnson
Subject: FW: Brother Asaiah art donation

From: Will Files [<mailto:will@wfiles.us>]
Sent: Tuesday, March 11, 2014 7:10 PM
To: Walt Wrede; Renee Krause
Cc: Angie Newby; John Nazarian; Leo Vait
Subject: Brother Asaiah art donation

Hello Walt, Renee and Angie,

At this time we would like to withdraw the offer of a donation of the valuable bust of one of our community's spiritual leaders, Brother Asaiah. Thank you for your efforts in discussing this gift, but please take this item off of the March 24 Council agenda.

Regards,

Will

Will Files and Martha Ellen
for John Nazarian
907 299-2990

Jo Johnson

From: Travis Kauffman <jaxelvar@hotmail.com>
Sent: Sunday, March 16, 2014 11:16 PM
To: Department Clerk
Subject: Asaiah Bates Statue

Dear Mayor Wythe,

While some may argue the merits of Asaiah Bates, I am strongly opposed to setting up a statue to "preside" over Homer. I ask that you do anything possible to keep this from being set up.
Thank you,

Travis Kauffman

NEW BUSINESS



City of Homer

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Office of the City Clerk

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Memorandum 14-056

TO: MAYOR AND CITY COUNCIL
FROM: JO JOHNSON, MMC, CITY CLERK
DATE: MARCH 17, 2014
SUBJECT: REDUCING COMMISSION, BOARD, AND COMMITTEE MEETINGS

At the January 13, 2014 council meeting the Council discussed the idea of reducing commission, board, and committee meetings. The Council requested that the commissions, board, and committees be notified and discuss the prospect of reducing the number of meetings. To date, all commissions, the Library Advisory Board, and Public Arts Committee have discussed the idea and provided their feedback.

The Planning Commission was excluded from the idea of reducing meetings due to the time constraints on planning and platting matters.

The Parks and Recreation Advisory Commission has agreed to exclude three monthly meetings in addition to December that is currently excluded. Those three months are January, June, and July. A bylaws amendment is required to reduce the number of meetings. The commission must hear the bylaws amendment at two meetings before the recommended amendment is forwarded to the Council. It is anticipated the Parks and Recreation Advisory Commission will review the bylaws amendment at their March and April meetings. The Council should receive the recommendation at their April 28th meeting along with an ordinance to amend city code.

The Library Advisory Board has agreed to exclude meeting the months of January, April, August, and November. This adjustment requires a bylaws amendment which will be scheduled for their April and May meetings. The Council should receive their recommendation at their May 27th meeting. Their meetings are not defined in city code; therefore, no ordinance is required.

The Port and Harbor Advisory Commission and the Economic Development Advisory Commission have both recommended no adjustments to their meeting schedules. The Public Arts Committee recommends retaining their current quarterly meeting schedule.

The Permanent Fund Committee will discuss reducing their quarterly meetings to biannual at their next meeting in May. A recommendation will be forthcoming.

The current Lease Committee will meet on March 21st to address two leases. A resolution to amend the make-up of the Lease Committee will be scheduled for Council's April 14th meeting.

The commissions, board, and committees prefer to be allowed to schedule special meetings without Council approval.

RECOMMENDATION:

Ordinances and resolutions will be scheduled after the commissions and the Permanent Fund Committee hear the bylaws amendments/meeting schedule changes and make their recommendations to the Council. No action is required at this time.



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Memorandum 14-049

TO: MAYOR WYTHE AND CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

DATE: FEBRUARY 13, 2014

SUBJECT: RECOMMENDATION ON REDUCING MEETINGS OF THE LIBRARY ADVISORY BOARD

Background

The Library Advisory Board reviewed the Memorandum from the City Clerk dated January 29, 2014 requesting the Advisory Bodies to reduce the meetings in an effort to reduce staff time.

The Library Advisory Board after a lengthy discussion agreed by consensus to reduce the yearly meetings to eight in compliance of Council's request. They further agreed that the best months not to meet would be January, April, August and November according to historical attendance provided by staff.

The pages of the minutes of the regular meeting of February 4, 2014 regarding their discussion and subsequent recommendation are attached.

Recommendation

Approve the recommendation to reduce the regular meetings of the Library Advisory Board to the first Tuesday of the following months February, March, May, June, July, September, October and December.



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Memorandum 14-052

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: PUBLIC ARTS COMMITTEE

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: FEBRUARY 18, 2024

SUBJECT: MEMORANDUM TO ADVISORY BODIES RE: MEETING SCHEDULES

BACKGROUND

The Public Arts Committee at their regular meeting on February 13, 2014 reviewed and held a discussion on the request from Council to reduce the frequency of meetings in order to save on staff overtime.

Since the Public Arts Committee is only scheduled for quarterly meetings and strives to maintain this meeting schedule and only schedules special meetings as requested and necessary the members agreed by consensus that they should be allowed to continue with no changes such as having to submit for approval to Council any requests for special meetings. Following is an excerpt from the minutes of that meeting.

NEW BUSINESS

A. Memorandum to Advisory Bodies from the City Clerk Re: Meeting Schedules

Ms. Krause explained the purpose of the memorandum and how it affects this committee regarding the Special meetings. It was noted that they agreed to have quarterly meetings but then there are things that come up so they have been having quite a few special meetings. Discussion ensued on the need to meet more than the scheduled quarterly meetings especially since they had no budgets. It was noted that they would have to meet to form the various selection committees and that might need a special meeting if they cannot have a timely meeting to establish that selection committee.

Chair Newby argued the need for flexibility to have Special meetings when the need comes up such as the various projects.

Discussion ensued regarding the necessity of having more than the regularly scheduled quarterly committee meetings; they have plenty of notice for projects and they can conduct all required committee work at a regular meeting. Since they really do not have a budget there was no justification on having Special Meetings. It was recommended not to have as many special meetings as they have been.

NEWBY/MILLER - MOVED TO RECOMMEND CITY COUNCIL ALLOW THE PUBLIC ARTS COMMITTEE TO CONDUCT SPECIAL MEETINGS ON AN AS NEEDED BASIS WITHOUT THE APPROVAL OF COUNCIL.

There was a brief discussion regarding the need to schedule meetings when the need arises without having to wait the time it would take to have Council approve the special meeting. A perfect example was the

Public Hearing for the Art Donation. The Committee felt that they did not abuse the ability to have Special Meetings and only did so as needed.

VOTE. YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RECOMMENDATION

Approve the request to be allowed to schedule and hold Special Meetings as required or needed.



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Memorandum 14-053

TO: MAYOR WYTHER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: MARCH 12, 2014

SUBJECT: ECONOMIC DEVELOPMENT ADVISORY COMMISSION MEETING SCHEDULE
DISCUSSION

At their February 11, 2014 regular meeting, the Economic Development Advisory Commission considered the memorandum from City Clerk Johnson regarding advisory bodies amending their meeting schedules.

The Commission discussed the memo and acknowledged the Council's goal of making the best use of staff's time and reducing costs. They disagreed with the statement of the EDC not having specific tasks, because they are currently working on things that were given to them by Council.

They feel that continuing to meet monthly is beneficial and as a group they need to stay focused on tasks in a systematic way and make recommendations to Council.

They have completed the Market to Internet Based Entrepreneurs survey and it is ready to move forward now. They also believe that other things will be coming forward, including the recreation movement.

The Commission does not recommend scheduling fewer meetings. They recognized they need to communicate better with the Council regarding their work in an effort to keep them better informed. The Commissioners also recognized they could take more of an active role in working among themselves to help alleviate some of the work that Community and Economic Development Coordinator Koester does.

They are also interested in opportunities for work sessions so they come together to discuss things happening in the community or address what they are hearing from other user groups prior to their regular meeting.



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Memorandum 14-054

TO: MAYOR WYTHER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK

DATE: MARCH 12, 2014

SUBJECT: PORT AND HARBOR ADVISORY COMMISSION MEETING SCHEDULE DISCUSSION

At their February 26, 2014 regular meeting, the Port and Harbor Advisory Commission considered the memorandum from City Clerk Johnson regarding advisory bodies amending their meeting schedules.

Chair Ulmer commented that the Commission always seems to have a lot going on and they need to get their business done.

There was discussion around the issue that some groups have regular instances with not making their quorum at the last minute which results in wasted cost of staff compiling information, preparing packets, and other meeting preparation. Then they want to schedule special meetings to make up for the meeting that cancelled.

It was suggested that there have been challenges for the Commission in July to make a quorum, so if they have to eliminate a meeting, that would be one. Aside from that, the group does a good job of giving timely notification of absences and works to keep their meetings within 2 hours.

The consensus of the Commission is to leave the meeting schedule as it is.



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Memorandum 14-055

TO: MAYOR WYTHER AND CITY COUNCIL

FROM: PARKS AND RECREATION ADVISORY COMMISSION

THROUGH: RENEE KRAUSE, CMC, DEPUTY CITY CLERK I

DATE: FEBRUARY 26, 2014

SUBJECT: REDUCING MEETINGS OF THE BOARD, COMMISSIONS, AND COMMITTEES

The Parks and Recreation Advisory Commission discussed the Council request to reduce the number of meetings at the regular meeting on February 20, 2014. The commission agreed by consensus to reduce the number of meetings by an additional three meetings per year adding January, June and July. The commission does not have a scheduled meeting in December. The commission would still like to be able to schedule special meetings as required without permission of council.

Following is the excerpt of that discussion and subsequent motion.

B. Memorandum from City Clerk re: Reducing Meetings of the Commission

Chair Steffy read the title into the record. He questioned if they had to reduce the meeting schedule or just a suggestion from Council. Ms. Krause explained that if the commission feels strongly that a reduction in meetings would prohibit the commission accomplishing the tasks set before them they can certainly make that recommendation.

Ms. Engebretsen explained that for this year since they have the needs assessment and it has been established by the City Manager that there will be a need for a few special meetings that they can recommend that the commission will make the changes to the 2015 meeting schedule this fall. Chair Steffy read the recommendations in the memo and requested comments from the commission. He believed there may be some compromise between these recommendations.

LOWNEY/STEFFY - MOVED TO RECOMMEND MEETING EVERY MONTH EXCEPT JANUARY, JUNE, JULY, AND DECEMBER.

There was a brief discussion on the following: benefits to establishing committees, putting the onus on the commission to get their work done before summer, and if there is nothing to address

at the next meeting that they cancel the meeting ahead of time, the reasons why they are not allowed to create committees and why they must reduce the meetings.

ARCHIBALD/LOWNEY - MOVED TO AMEND THE MOTION TO ALLOW THE COMMISSION TO HOLD SPECIAL MEETINGS AS NEEDED WITHOUT PERMISSION OF COUNCIL.

Commissioner Lowney voiced concern that City Council is already perceived as not listening to the voice of the public and every step that they take to diminish their voices only adds to that perception. She noted that they already lost the ability to form and have committees she is not sure how she will vote now to reduce their abilities even more. Additional comment from staff being able to address their work requirements then also having to fulfill the thousand and one things that a committee or commission wants to have done too is some of the basis for not having committees and reducing the meetings. Commissioner Lillibridge also voiced concern on the ability to provide public input and reiterated that they are advisory to the Council and if they do reduce their meetings how can the commission advise Council in a timely manner. This effectively removes that ability and public input to council in her opinion.

VOTE.(Amendment). YES. NON-OBJECTION. UNANIMOUS CONSENT.

LOWNEY/STEFFY – MOVED TO AMEND THE MOTION TO READ MEETING EVERY MONTH WITH THE EXCEPTION OF JANUARY, JULY AND DECEMBER.

There was a brief discussion that to miss the June meeting with the Needs Assessment would not be the best thing to do this year. They can review it when the 2015 meeting schedule is being reviewed.

VOTE. (Second amendment) YES. NON-OBJECTION. UNANIMOUS CONSENT.

VOTE. (Main). YES. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RECOMMENDATION: Approve the request to reduce the meeting schedule to eight meetings per year and retain the privilege to schedule special meetings as required.

RESOLUTIONS

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

