

City Council

Tuesday, March 26, 2019

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



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

March/April 2019

- Monday, 25th:** **Seward's Day**
City offices are closed
- Tuesday, 26th:** **City Council**
Worksession 4:00 p.m. Committee of the Whole 5:00 p.m. Regular Meeting 6:00 p.m.
- Wednesday, 27th:** **Port & Harbor Advisory Commission**
5:00 p.m.
- Tuesday, 2nd:** **Library Advisory Board**
Regular Meeting 5:30 p.m.
- Wednesday, 3rd:** **Planning Commission**
Worksession 5:30 p.m. Regular Meeting 6:30 p.m.
- Monday, 8th:** **City Council**
Worksession 4:00 p.m. Committee of the Whole 5:00 p.m. Regular Meeting 6:00 p.m.

Regular Meeting Schedule

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

MAYOR AND CITY COUNCILMEMBERS AND TERMS

KEN CASTNER, MAYOR – 20
SHELLY ERICKSON, COUNCILMEMBER – 19
TOM STROOZAS, COUNCILMEMBER – 19
RACHEL LORD, COUNCILMEMBER – 20
CAROLINE VENUTI, COUNCILMEMBER – 20
DONNA ADERHOLD, COUNCILMEMBER – 21
HEATH SMITH, COUNCILMEMBER – 21

<http://cityofhomer-ak.gov/cityclerk> for home page access, Clerk's email address is: clerk@ci.homer.ak.us

Clerk's office phone number: direct line 235-3130

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



WORKSESSION
4:00 P.M. TUESDAY
MARCH 26, 2019
COWLES COUNCIL CHAMBERS

MAYOR KEN CASTNER
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
COUNCIL MEMBER CAROLINE VENUTI
COUNCIL MEMBER RACHEL LORD
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

WORKSESSION AGENDA

- 1. CALL TO ORDER, 4:00 P.M.**
- 2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)
- 3. LAND ALLOCATION PLAN** (*Per HCC 18.02.020*)(15 minutes) Page 7
- 4. PERS** (*Requested by Stroozas*) Page 139
- 5. COMMENTS OF THE AUDIENCE**
- 6. ADJOURNMENT NO LATER THAN 4:50 P.M.**
Next Regular Meeting is Monday, April 8, 2019 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

TO: Mayor Castner, Homer City Council
FROM: Julie Engebretsen, Deputy City Planner
DATE: March 18, 2019
SUBJECT: 2019 Land Allocation Plan

Introduction

In previous years, the Land Allocation Plan has been used to determine which city owned properties should be available for lease, and as a time for Council to be informed about property management issues. In 2018, Council adopted an ordinance codified the lease policies. HCC 18.08 is attached. The purpose of the plan is more clearly spelled out to identify lands available for lease. Therefore this year, staff worked with the Economic Development Advisory Commission (EDC) and the Port and Harbor Advisory Commission (PHC) to identifying any new lands that should be made available for lease on the Spit.

Discussion

The EDC reviewed the Homer Spit map and Section A (Lands Available for Lease) at their February 12, 2019 meeting. They did not have any recommendations. Two Commissioners volunteered to attend the work session with Council.

The PHC reviewed the same information at their meetings of January 23rd and February 27th. They recommended a new lease area along the harbor edge, as over slope development. See attached map. PHC has a continued interested in over slope development and potential zoning code revisions, to encourage new development. A Commissioner will attend the work session.

Planning staff has some concerns with this new potential lease area. These concerns may be solvable, but a staff thinks a fair amount of effort needs to take place before the City puts this area out for lease. There are zoning code conflicts, land use conflict with the Marine Industrial zone, and concerns about a boardwalk potentially hampering or conflicting with operations at the ice plant and fish dock. If it is a priority of the City Council to put this area out for lease, staff recommends a memorandum to the PHC, Port and Planning staff to identify the issues and potential resolutions. When an overslope area was put out for RFP in recent years, there were many questions from potential respondents that do not have a ready answer in City code or policies. Examples: a platform is really expensive – can the lease be for 99 years? Where will customers park? Can boats use the platform as moorage, such as fishing charters? Before the City issues another notice that overslope areas are available for lease, it would be forward-thinking to work through some of these issues.

Staff Recommendation 1: Do not lease the new area. Support the Port and Harbor Advisory Commission's continued work on overslope development, with the goal of revisiting this location for a future land allocation plan work session.

Staff Recommendation #2: Include the HERC property, with the guidelines of Resolution 19-014, as a property available for lease.



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Homer, Alaska 99603

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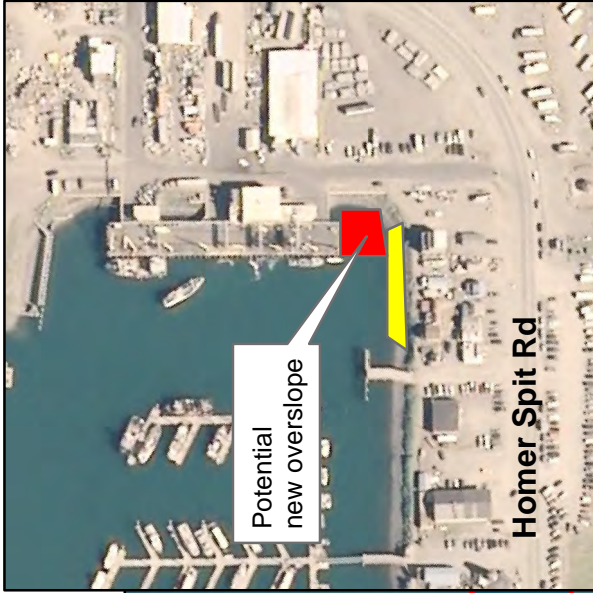
(p) 907-235-3106

(f) 907-235-3118

Attachments

1. Draft Spit Map with new overslope area shown
2. HCC 18.08.020
3. Resolution 19-014
4. Land Allocation Plan

Draft 2019 Land Allocation Plan Spit Map



Legend

- Parking
- City Land
- Parcels
- Overslope
- Parcels

2018 Allocation - Section

- | | |
|--|---|
| | A |
| | B |
| | C |
| | D |
| | E |
- For Lease
 Leased
 Port Use
 City Facility
 Park/open space

City property outlined in red.
 Property lines are not exact - use with care
 P.S.Z. 4/28/18 UE

18.08.020 Land allocation plan – Property available for lease.

- a. Unless dedicated or reserved to another purpose, all real property including tide, submerged or shore lands to which the City has a right, title and interest as owner or lessee, or to which the City may become entitled, may be leased as provided in this chapter. In the case of any conflict between this chapter and any local, State or Federal law governing the leasing of City tide and submerged lands, the law governing the leasing of City tide and submerged lands shall prevail.
- b. The City administration shall maintain a list of all City-owned properties authorized for lease by Council. This list shall be adopted annually and contain the information required under this chapter. The list may be called the land allocation plan and will be made available to the public at the City Clerk's office.
- c. Council shall adopt a land allocation plan that identifies:
1. City-owned property available for lease;
 2. The property description, lease rate, preferred length of the lease term for each available parcel; and
 3. Any requirements, preferences or restrictions regarding use and/or development.
- d. Council may identify property in the land allocation plan that is subject to competitive bidding. Property subject to competitive bidding in the land allocation plan need only identify the property description in the land allocation plan but all other terms required in subsection (c) of this section shall be identified in the request for proposal for such properties.
- e. Prior to the adoption of the land allocation plan, Council shall hold a work session. Commission members and City staff may provide recommendations to Council during the work session regarding City-owned property available for lease and the terms of such leases.
- f. The City shall provide public notice of the adoption of the land allocation plan and the City-owned real property available for lease no more than 60 days after its adoption.
- g. All uses and activities on City-owned real property available for lease are subject to all applicable local, State, and Federal laws and regulations.
- h. The Council may restrict specific City-owned properties to certain uses or classes of use that serve the City's best interest. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

**CITY OF HOMER
HOMER, ALASKA**

Erickson/ Aderhold

RESOLUTION 19-014

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, ISSUING
A REQUEST FOR PROPOSAL (RFP) TO MANAGE, LEASE AND
RENOVATE THE HOMER EDUCATION AND RECREATION COMPLEX
(HERC 1).

WHEREAS, The City passed Resolution 19-006(A) on January 28, 2019 issuing a request for letters of interest for tenants to occupy the Homer Education and Recreation Complex (HERC1); and

WHEREAS, The City received four (4) letters of interest from the Bunnell Streets Art Center, City of Homer Community Recreation Program, Fireweed Academy, and K-Bay Martial Athletics detailing the City's Community Recreation detailing their prospective space needs, use, rent, lease term and capital improvement needs and overall demonstrating a current demand for use of HERC 1; and

WHEREAS, The Homer City Council held a work session February 25, 2019 to discuss the four letters of interest and next steps listed in Resolution 19-006(A); and

WHEREAS, Resolution 19-006(A) further directed Council to develop a Request for Proposal for a third party to manage and lease HERC 1, including performing any necessary improvements required for occupancy; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby authorizes the City Manager to issue a Request for Proposal (RFP) for a third party to manage and lease HERC 1.

BE IT FURTHER RESOLVED that a successful proposal will include:

- Experience in long-term property management and relevant examples
- Intended use of the property with preference given to proposed uses that are educational and/or recreational in nature;
- Intended management structure
- How much the proposer is willing to invest in capital improvements to the HERC 1 to bring it up to code from its current condition for intended use as determined by the State Fire Marshall;
- Any improvements or financial support the City would need to provide for the renovation, operation, and maintenance of HERC 1.

- How the City of Homer Community Recreation Program will be incorporated as a tenant;
- How much the proposer is willing to pay to lease the facility from the City on an annual basis;
- A lease term of that ranges from a minimum of 10 years to at maximum of 20 years with the possibility of two five (5) year options to extend.
- Expressed interest in either maintaining or not maintaining the surrounding grounds, including the skate park.

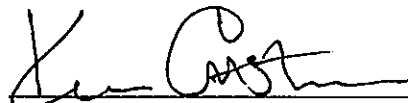
BE IT FURTHER RESOLVED that the successful proposer will be expected to cover operations and maintenance of HERC 1 and the surrounding grounds, including the skate park and plowing/sanding of both the upper and lower parking lot during the term of the lease (see exhibit A).

BE IT FURTHER RESOLVED that HERC 2 is excluded from the lease and that parking in front of HERC 2 will be reserved for City vehicles. However, should the City vacate HERC 2 and it become available for lease, the successful proposer will have first right of refusal to expand their lease to include HERC 2.

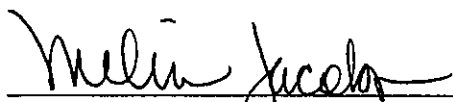
BE IT FURTHER RESOLVED that the RFP review committee will consist of a combination of City staff and professionals who have specialized experience in large structure renovations and construction, valuations, operations and maintenance.

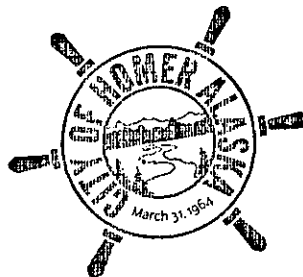
PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 11th day of March, 2019.

CITY OF HOMER


KEN CASTNER, MAYOR

ATTEST:


MELISSA JACOBSEN, MMC, CITY CLERK



Fiscal Note: Advertising Costs

DRAFT 2019 Land Allocation Plan City of Homer

Adopted by Resolution



New Ramp 2 Restrooms

Table of Contents

Sections

- A. Lands Available For Lease**
- B. Leased Lands**
- C. Port Facilities**
- D. City Facilities and other city lands**
- E. Parks, Green space, cemeteries**
- F. Bridge Creek Lands**
- G. Conservation Easement Lands**

Index—City lands listed by parcel number

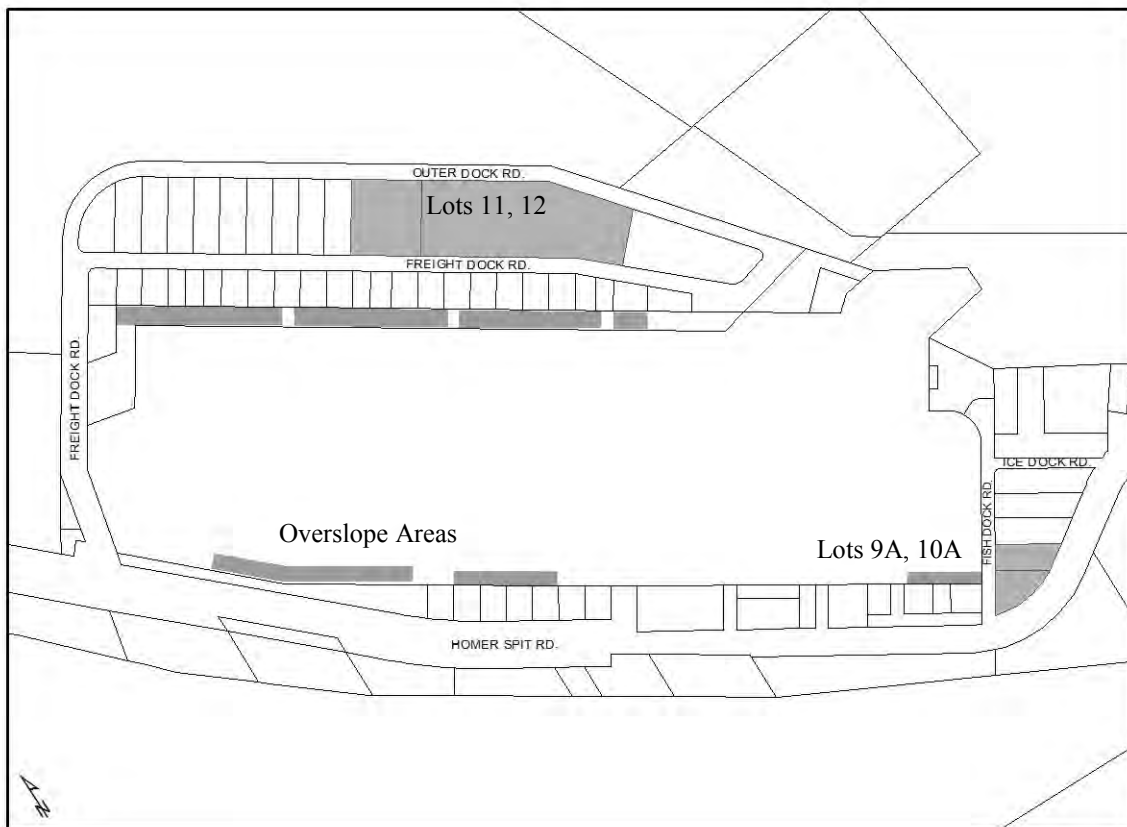
Appendix - Homer Harbor Map

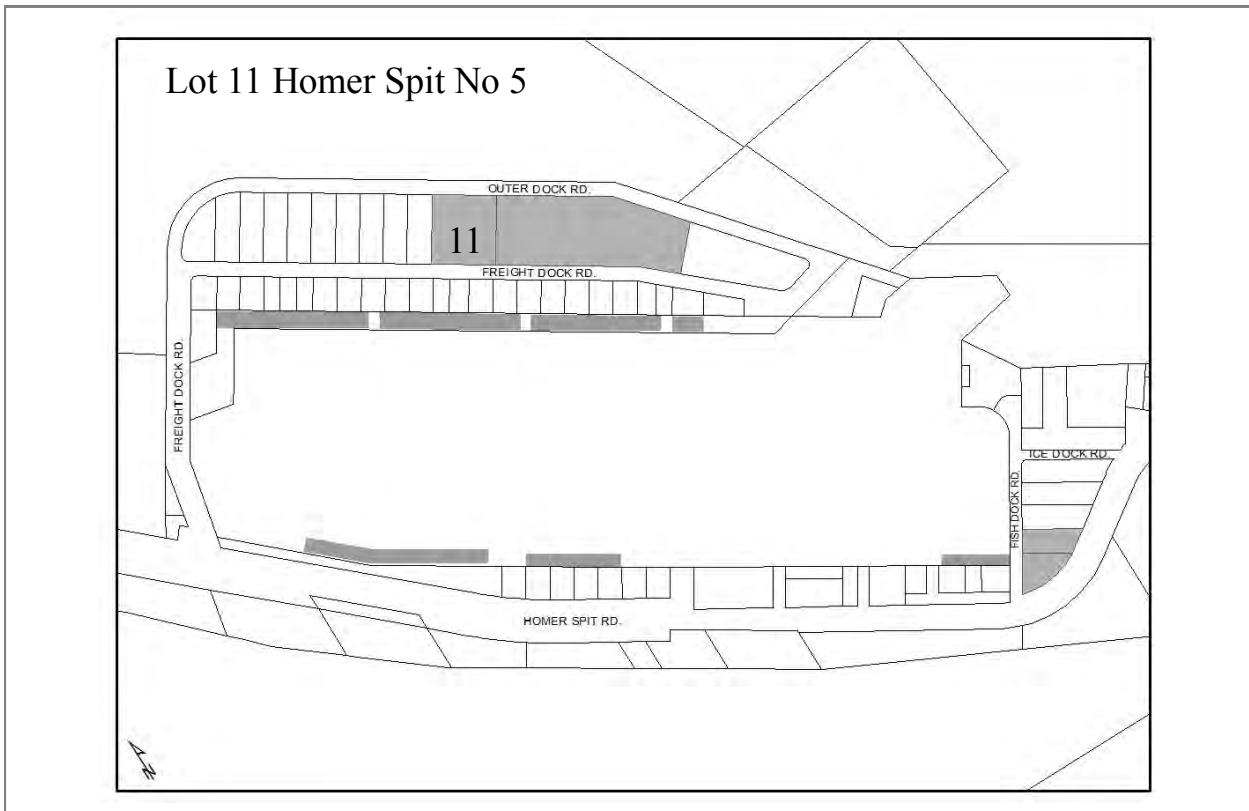
Note: Any lands not included in this document are listed in the previous version of the Land Allocation Plan, and their designations carry forward to this plan.

DRAFT Section A

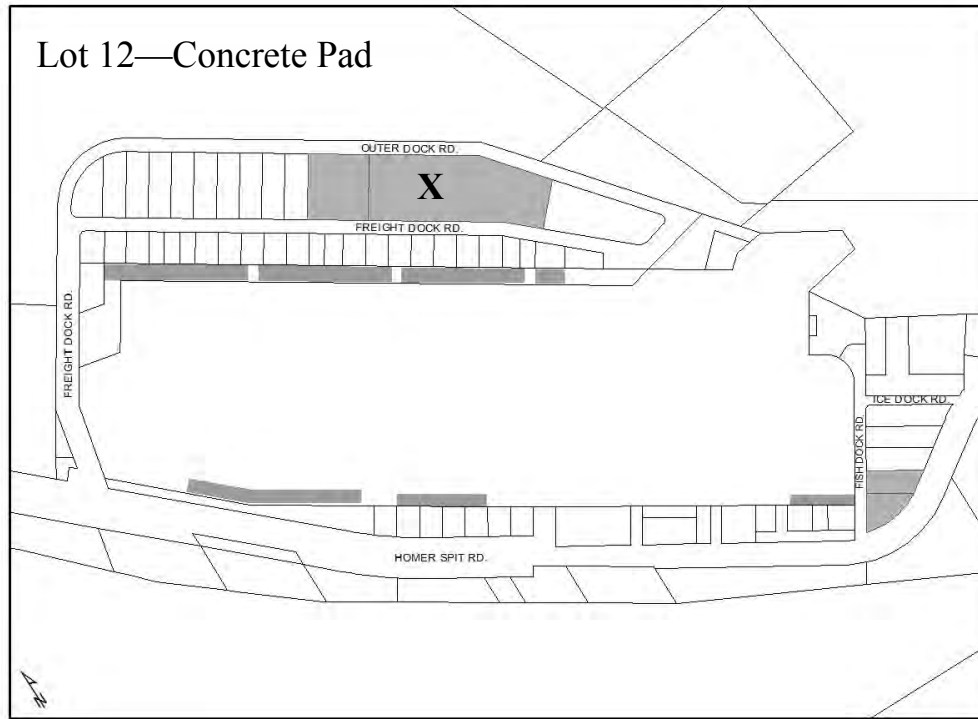
Lands available for lease

The following lots, and select areas within the Homer Airport, are available for lease in 2019. Lease procedures follow the City of Homer Lease Policy, and City Code.





Designated Use: Available For Lease	
Acquisition History:	
Area: 1.78 acres. A small portion is already leased for a telecommunications tower	Parcel Number: 18103230
2017 Assessed Value: \$414,500	
Legal Description: Homer Spit Subdivision No. 5 Lot 11	
Zoning: Marine Industrial	
Infrastructure: Water, sewer, paved road access	Address: 4300 Freight Dock Road
<p>A portion of Lot 11 is under lease for a telecommunications tower.</p> <p>Prior to a long-term lease the site is appraised. The appraised lease rates for uplands is approximately \$0.90 per square, per annum. Lease rates vary, so contact the Harbor Office at 907-235-3160.</p>	
Finance Dept. Code:	



Designated Use: Lease
Acquisition History:

Area: 5 acres

Parcel Number: 18103220

2018 Assessed Value: \$881,100 (Land: \$495,600, Structure/Improvements: \$385,500)

Legal Description: Homer Spit Subdivision no 5 Lot 12

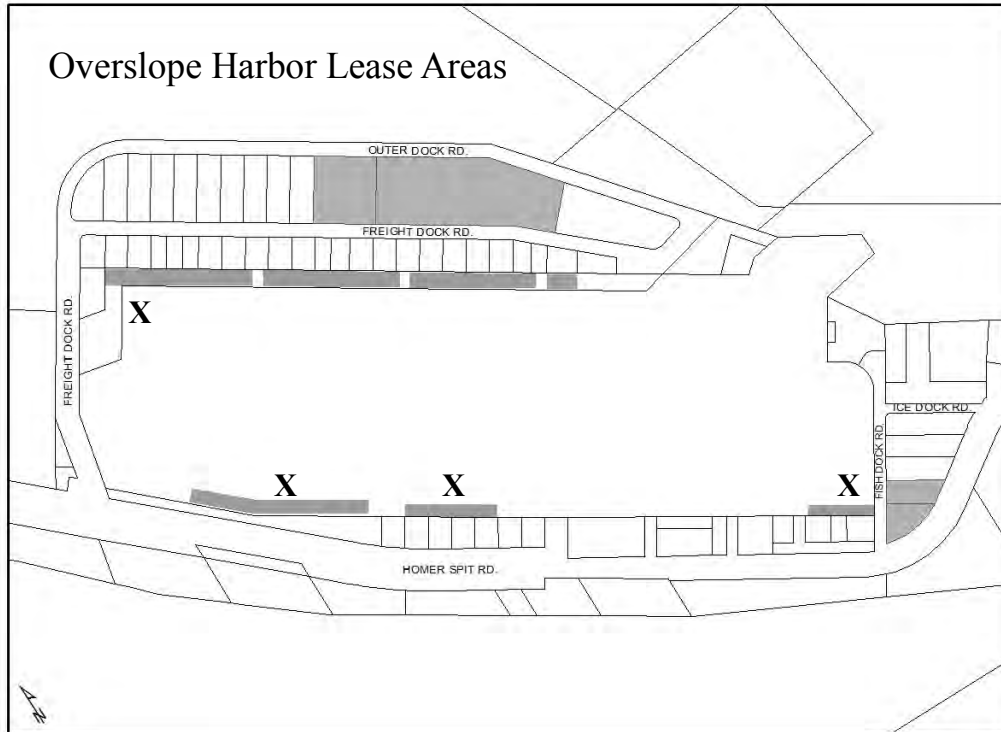
Zoning: Marine Industrial

Infrastructure: Water, sewer, paved road access, fenced, security lighting

Address: 4380 Homer Spit Road

Notes: 1 acre portion under lease per Resolution 18-084 to Alaska Scrap and Recycling, 5 year lease

Prior to a long-term lease the site is appraised. The appraised lease rates for up-lands is approximately \$0.90 per square, per annum. Lease rates vary, so contact



Designated Use: Lease
Resolution 17-33

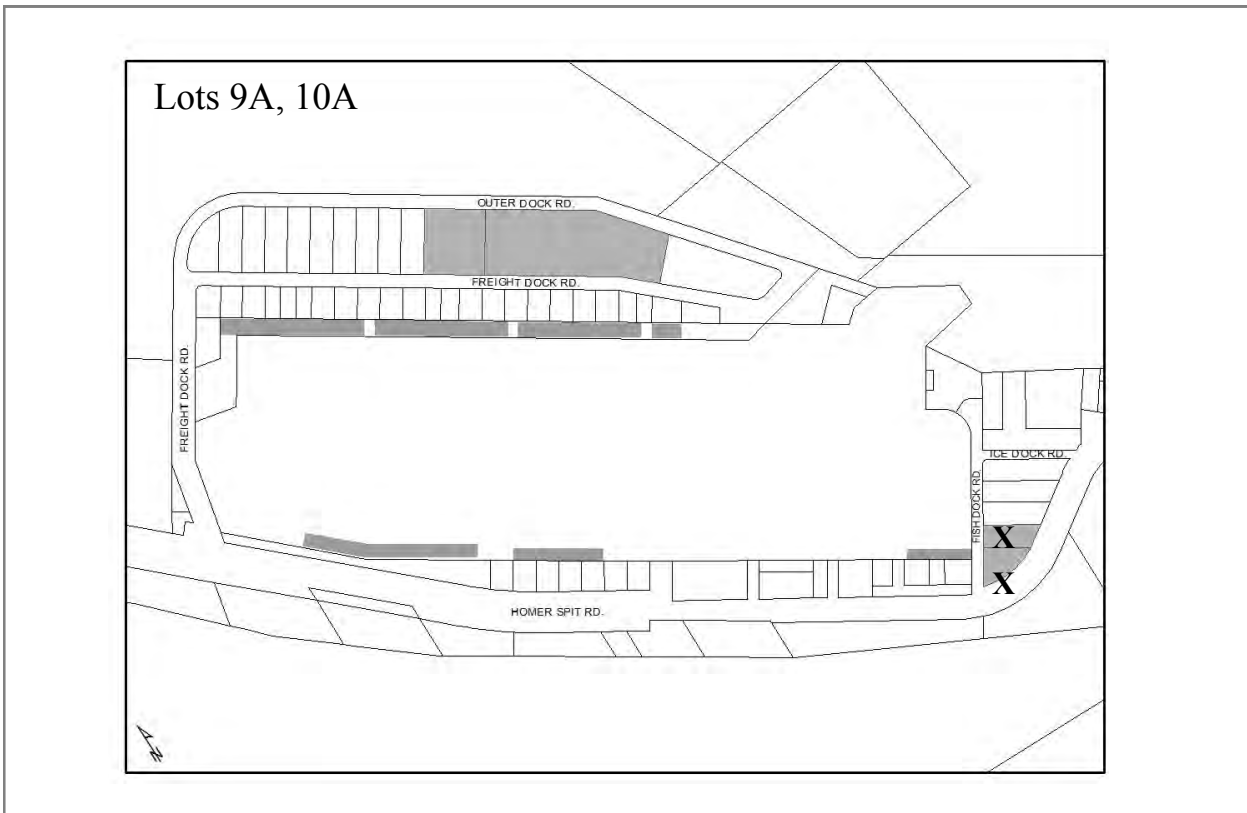
Area:	Parcel Number:
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Legal Description:

Zoning: Marine Commercial and Small Boat Harbor Overlay	
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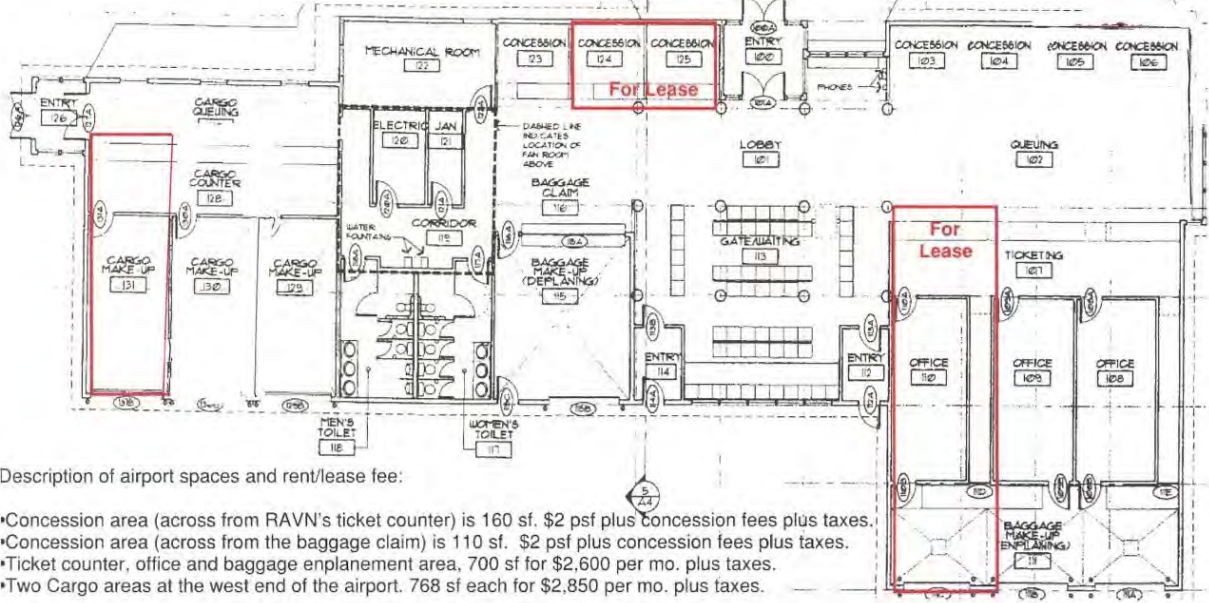
Infrastructure:	Address:
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Prior to a long-term lease the site is appraised. The appraised lease rates for uplands is approximately \$0.90 per square, per annum. Lease rates vary, so contact the Harbor Office at 907-235-3160.



Designated Use: Lease Lands	
Acquisition History:	
Area: 1.05 acres (0.52 and 0.53 acres)	Parcel Number: 18103477, 78
2018 Assessed Value: Land value \$325,700	
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, gas, Spit Trail, paved road access	Address:
Former Manley building lots.	
Prior to a long-term lease the site is appraised. The appraised lease rates for uplands is approximately \$0.90 per square, per annum. Lease rates vary, so contact the Harbor Office at 907-235-3160.	
Finance Dept. Code:	

Homer Airport Terminal



Description of airport spaces and rent/lease fee:

- Concession area (across from RAVN's ticket counter) is 160 sf. \$2 psf plus Concession fees plus taxes.
- Concession area (across from the baggage claim) is 110 sf. \$2 psf plus concession fees plus taxes.
- Ticket counter, office and baggage enplanement area, 700 sf for \$2,600 per mo. plus taxes.
- Two Cargo areas at the west end of the airport. 768 sf each for \$2,850 per mo. plus taxes.

Add 20% for short-term seasonal leases. psf = per square foot

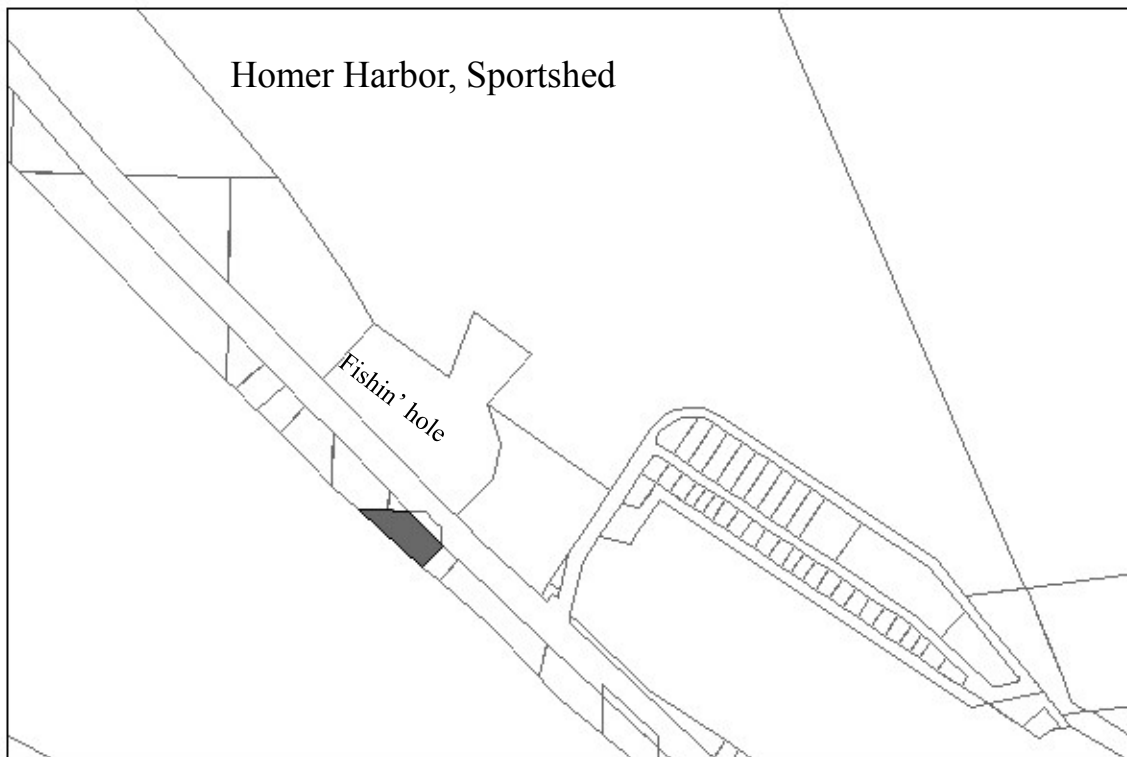
Designated Use: Airport
Acquisition History:

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: Leased Land
Acquisition History:

Area: 1.6 acres

Parcel Number: 18103105, LH01

2019 Assessed Value (Lease) : \$207,300 (Land: \$61,500 Structure: \$145,800)

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

Zoning: Marine Commercial

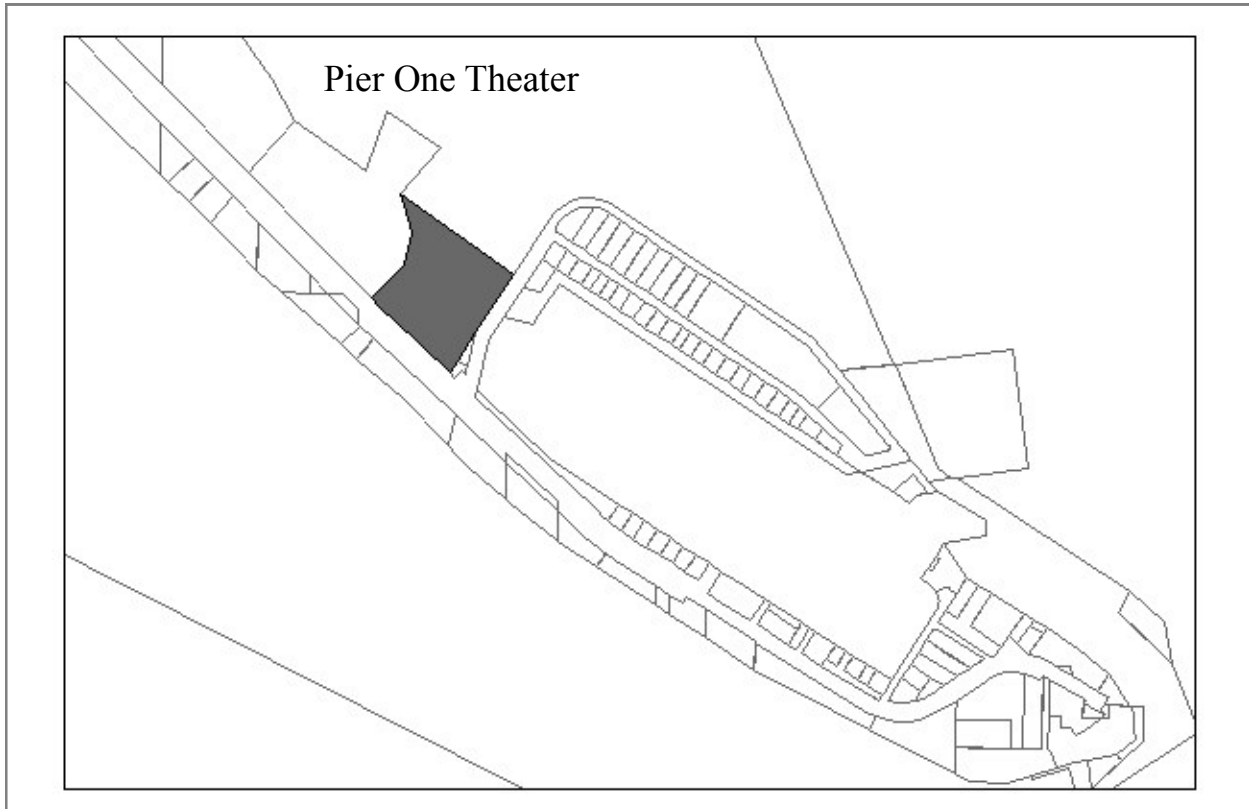
Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 3815 Homer Spit Road

Lease: Resolution 19-001, 2019-2039 with two 5 year options
 Storm damage, fall 2014, resulted in partial collapse and removal of part of one building.

Finance Dept. Code:



Designated Use: Fishing Lagoon
Acquisition History: Ordinance 83-26. Purchase from World Seafood.

Area: 11.27 acres	Parcel Number: 18103117
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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
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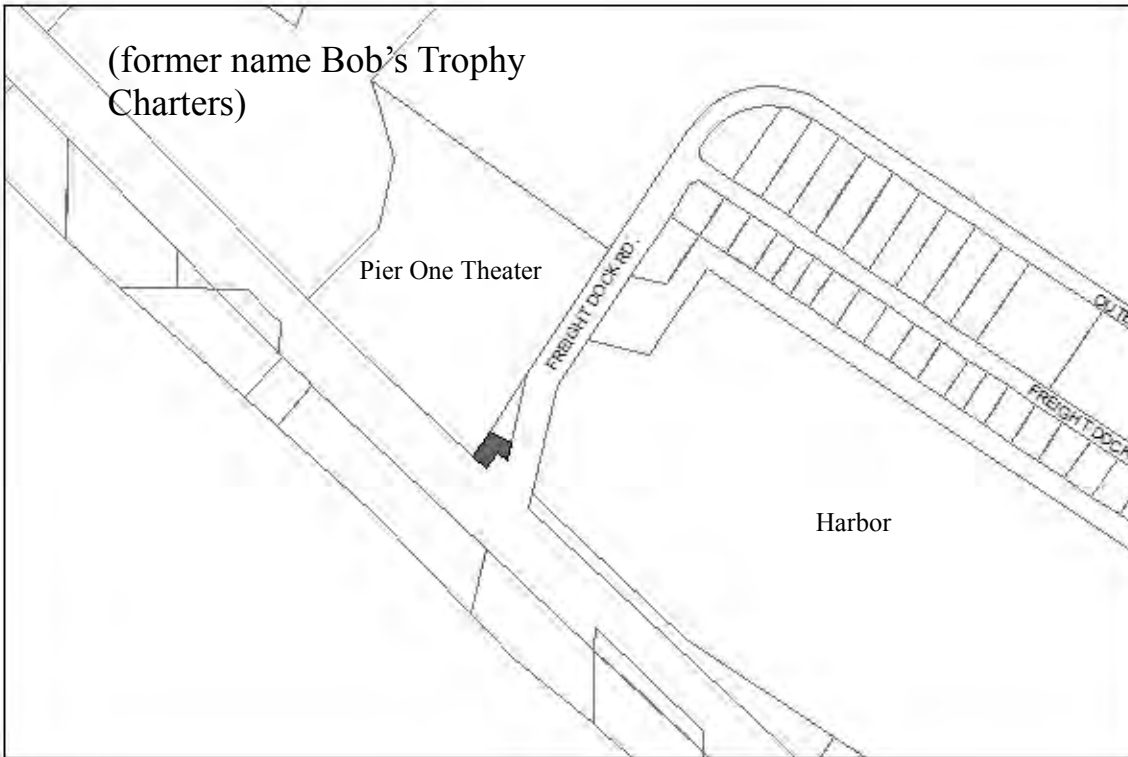
Infrastructure: Water, sewer, paved road access	Address: 3854 Homer Spit Road
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- This is a large parcel that is used several ways.
- Dredge spoils dewatering and storage, winter barge haul out activity
 - City RV park/campground, and access to the only public RV dump on the spit
 - Pier One Theater Lease. Theater leases the building only; not the land. Resolution 89-36A.

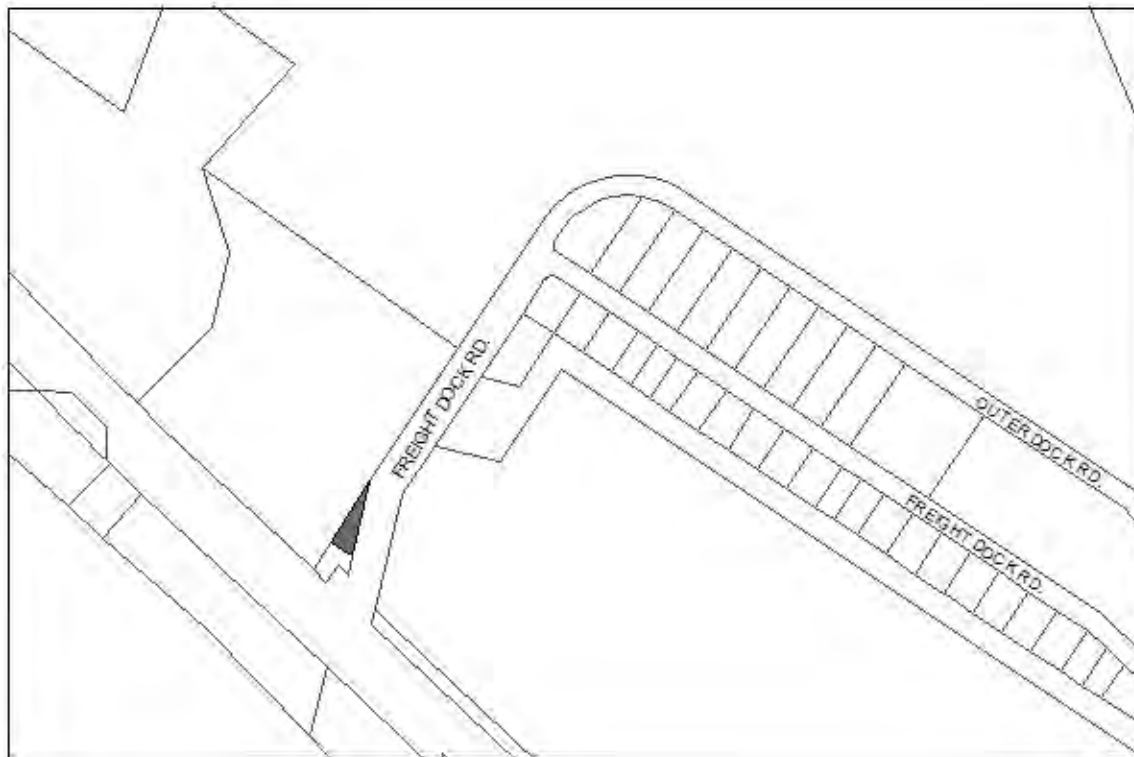
Resolution 13-020: Designated the north east corner of the lot for use as a trailhead for the Kachemak Bay Water Trail.

Leased to: Pier One Theater
 Resolution 2016– 118, 5 Year lease.

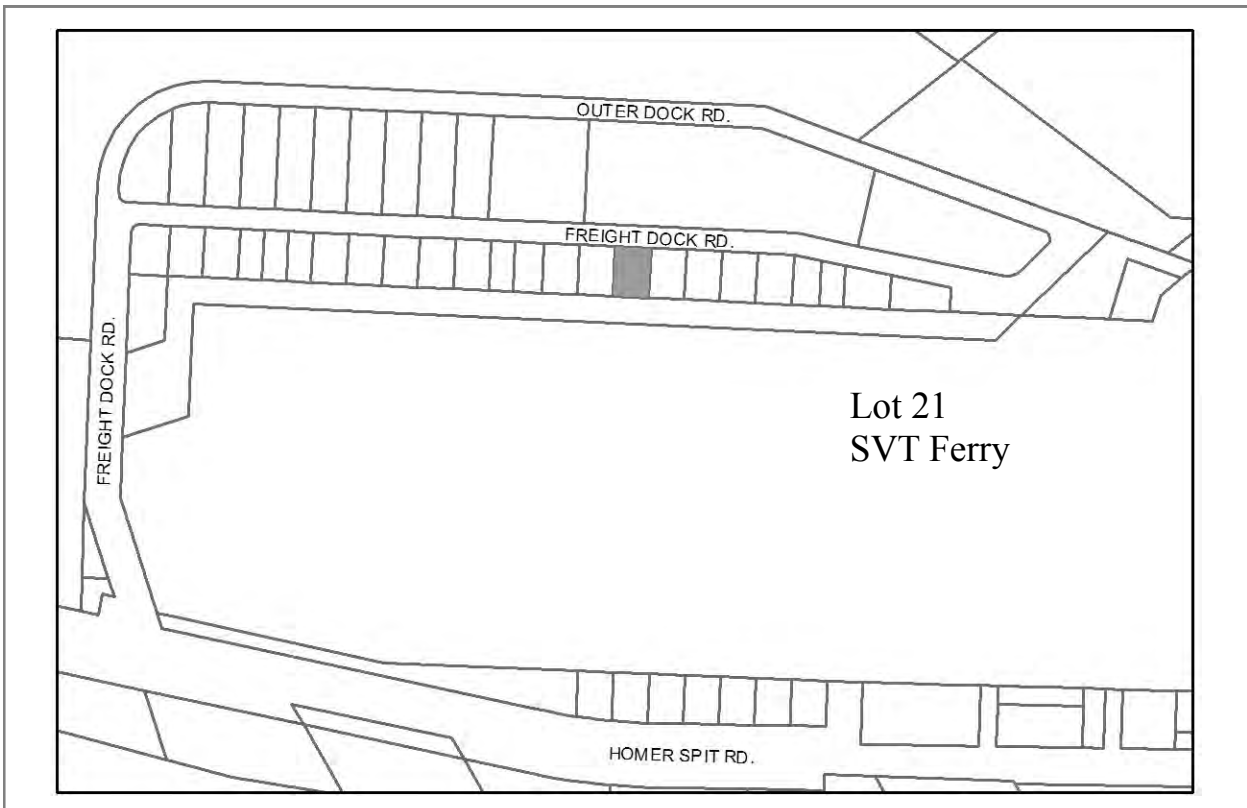
Finance Dept. Code:



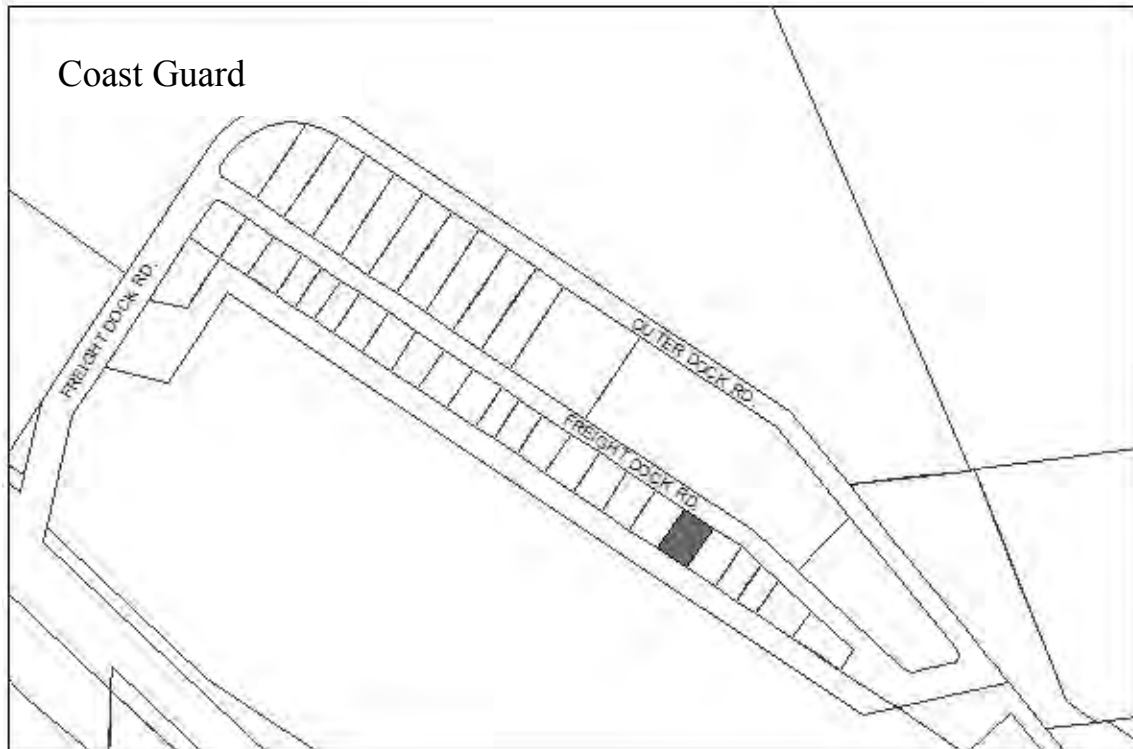
Designated Use: Lease	
Acquisition History: Ord 1983-26. Purchased from World Seafood	
Area: 0.15 acres or 6,692 sq ft	Parcel Number: 18103118
2012 Assessed Value: \$117,700 Land \$57,300 Structure \$60,400	
Legal Description: HM0940043 T06S R13W S35 TRACT 1-B THE FISHIN HOLE SUB NO 2	
Zoning: Marine Commercial	Wetlands: None
Infrastructure: Paved road, water and sewer.	Address: 3978 Homer Spit Road
Leased: Resolution 16-116 authorized a new lease with the new owner for 20 years twith two 5 year options.. Lease expires 2036.	
Finance Dept. Code: 400.600.4650	



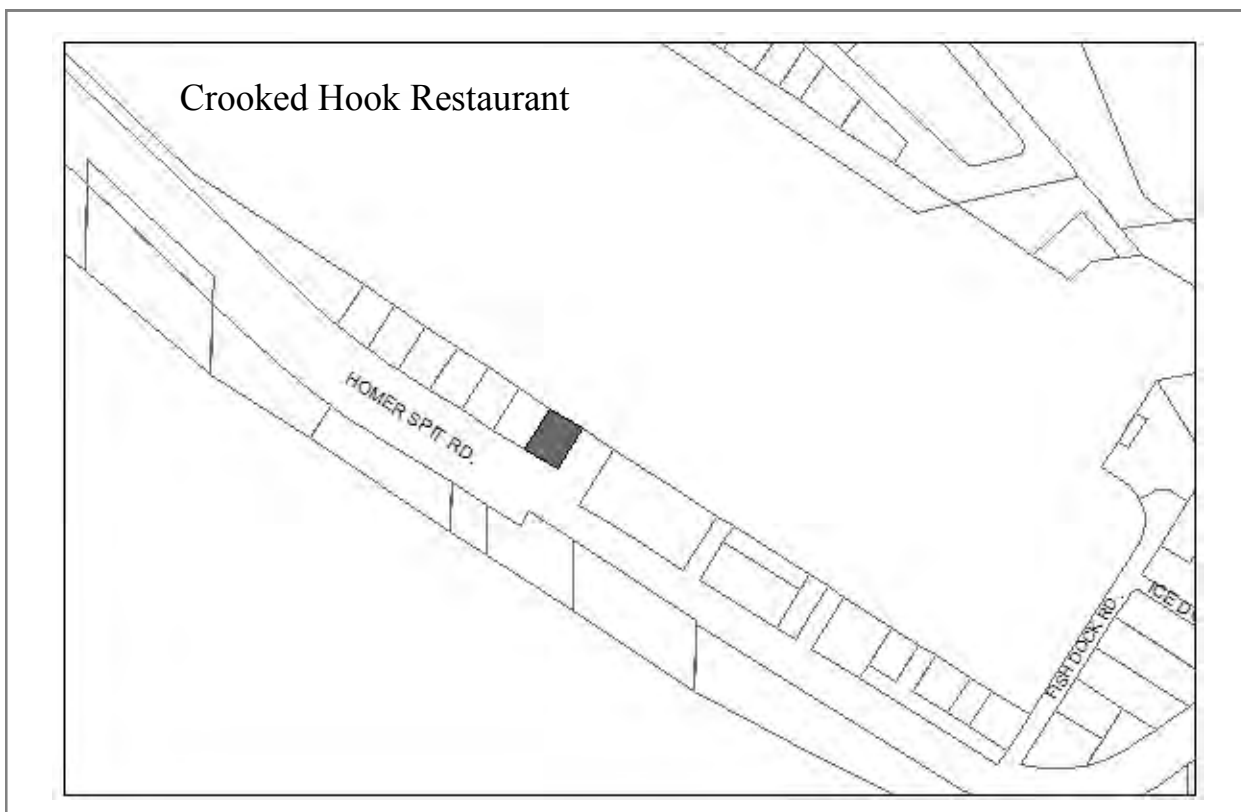
Designated Use: Leased Lands	
Acquisition History: Ord 83-26 purchase from World Seafood	
Area: 0.18 acres	Parcel Number: 18103119
2012 Assessed Value: \$123,100 (Land: \$66,600 Structure \$56,800)	
Legal Description: HM0940043 T06S R13W S35 TRACT 1-C THE FISHIN HOLE SUB NO 2	
Zoning: Marine Commercial	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: April 1, 2038.	
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
<p>Leased to: USCG Lease Renewal Options: None Expiration: September 30, 2026</p>	
Finance Dept. Code:	



Designated Use: Leased Land
Acquisition History:

Area: 12,700 sq ft	Parcel Number: 18103316
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2012 Assessed Value: \$543,400 (Land: \$97,100 Structure: \$446,300)

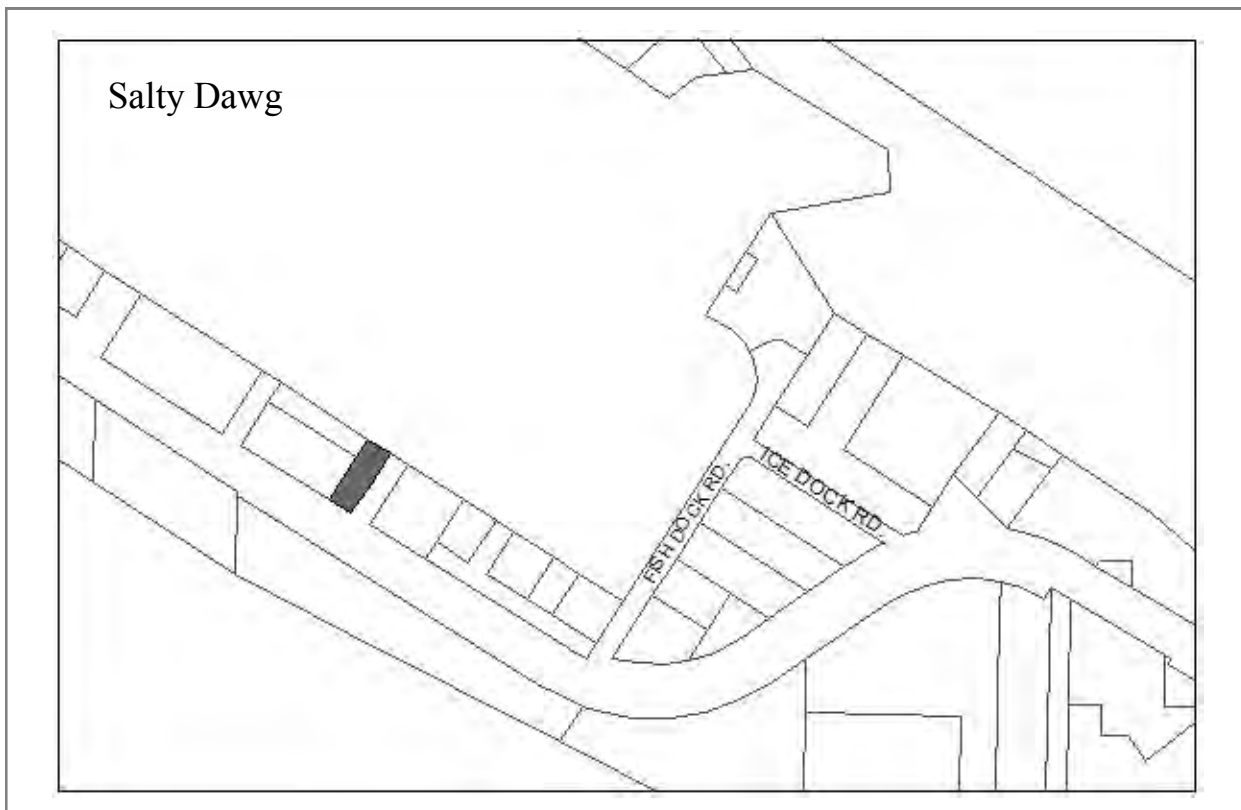
Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED LOT 19

Zoning: Marine Commercial	Wetlands: None
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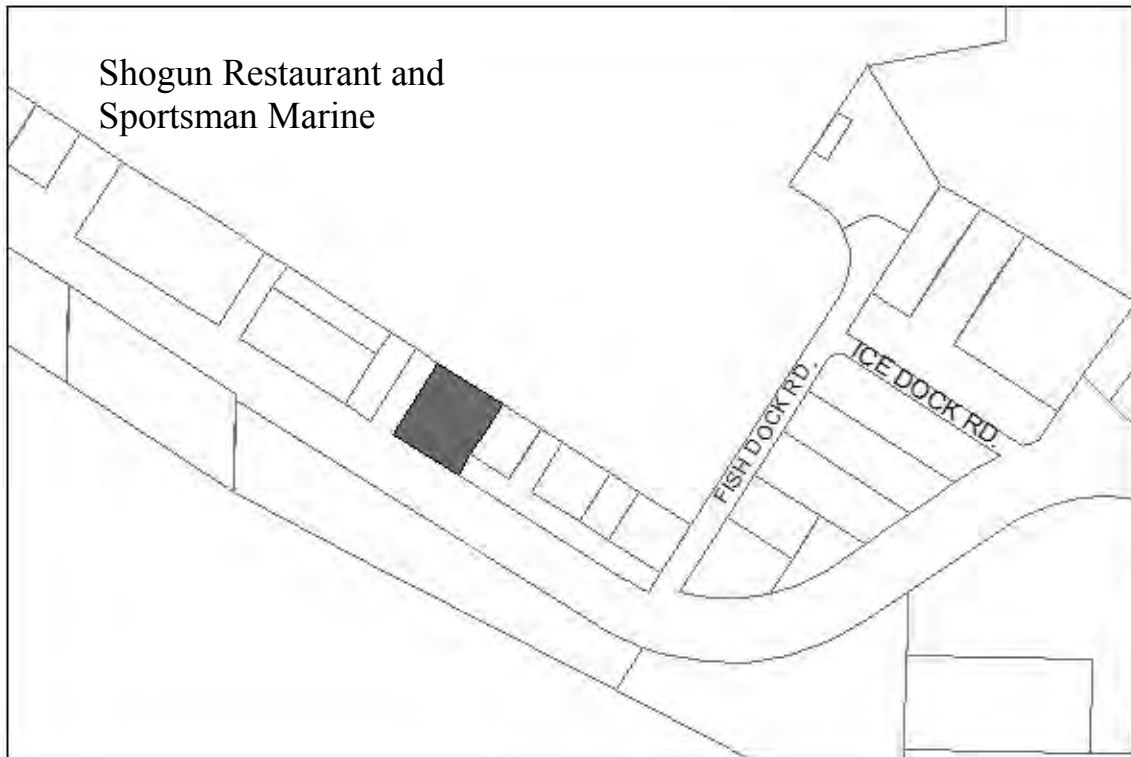
Infrastructure: Paved road, water and sewer	Address: 4262 Homer Spit Road
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Leased to: Harbor Bar & Grill
 Expiration: Lease expires 2/1/2046, no options.

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
<p>Leased to: John Warren, Salty Dawg Expiration: 1/31/2026. No options.</p>	
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

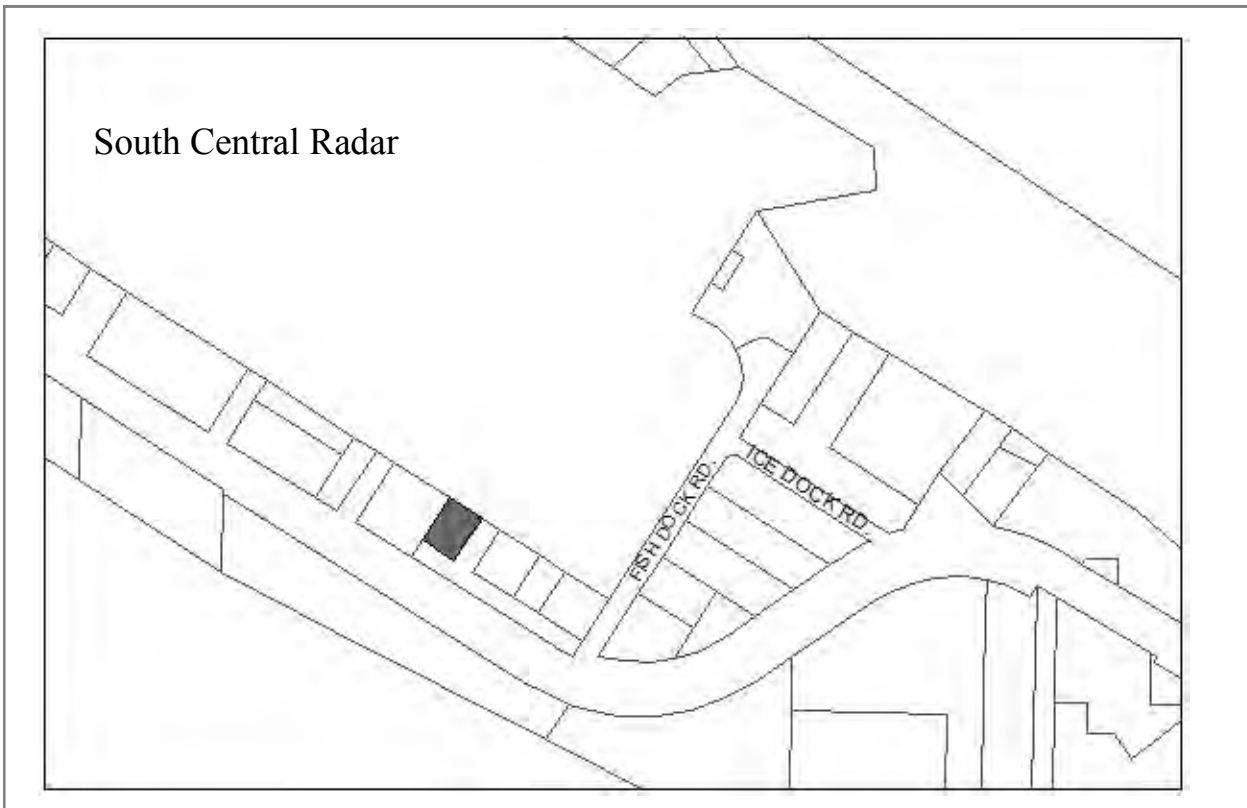
Wetlands: None

Infrastructure: Paved road, water and sewer.

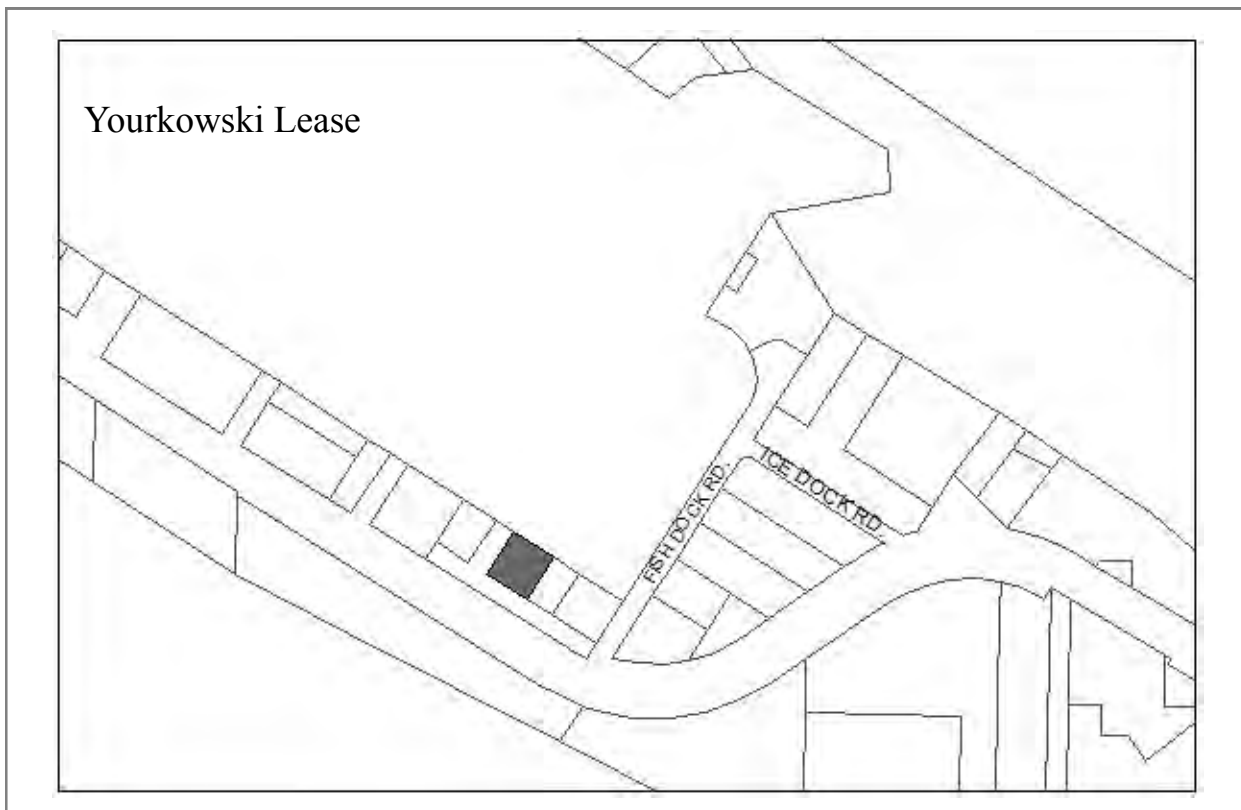
Address: 4400 Homer Spit Road

Leased to: Shogun Restaurant and Sportsman Marine. Resolution 2019-02
 Expiration: 2039 with two 5 year options.

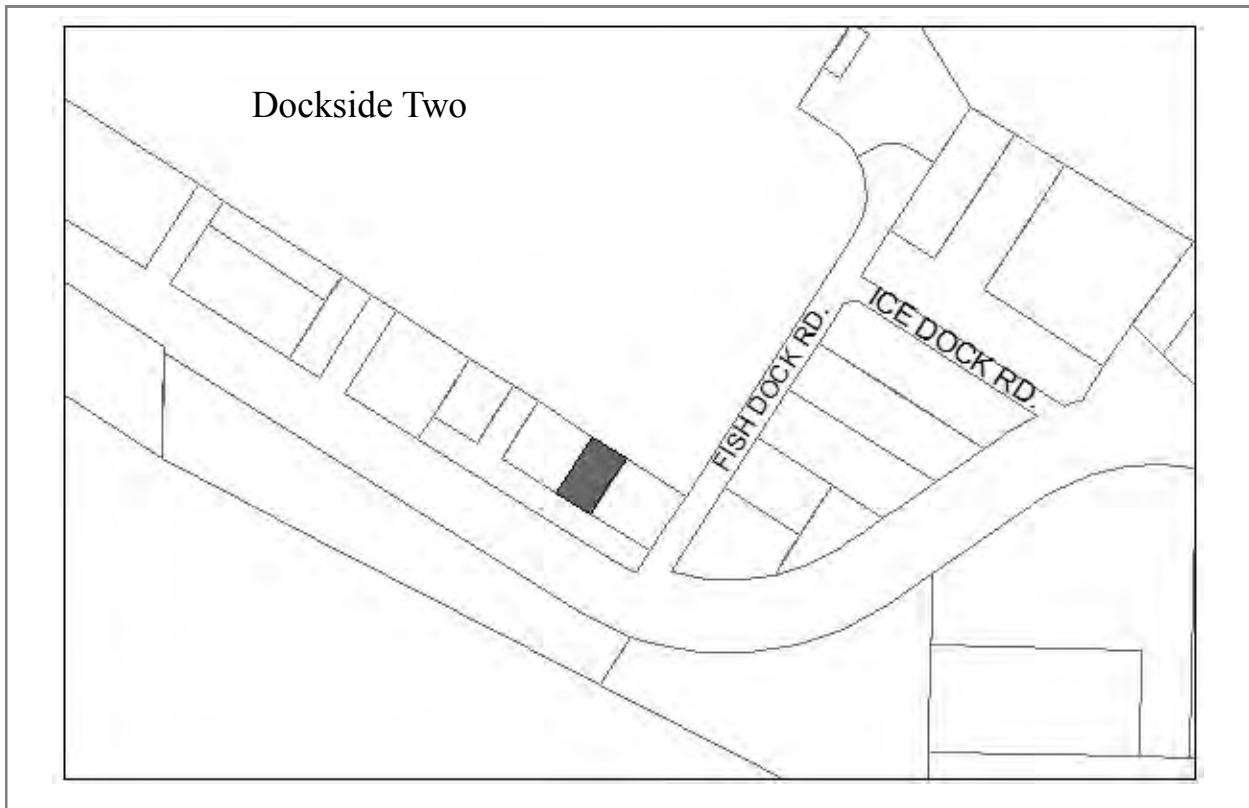
Finance Dept. Code:



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
<p>Leased to: Mark & Laura Zeiset dba South Central Radar. Resolution 2012-086(S) Expiration: 11/1/2032, two additional 5 year renewal options</p>	
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
<p>Leased to: Mike Yourkowski Lease Renewal Options: one 10 year renewal option. Expiration: 11/30/15, plus renewal option. Leaseholder is exercising options.</p>	
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 Docks Two dba Kachemak Bay Seafoods
 Expiration: 2027, no options.

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

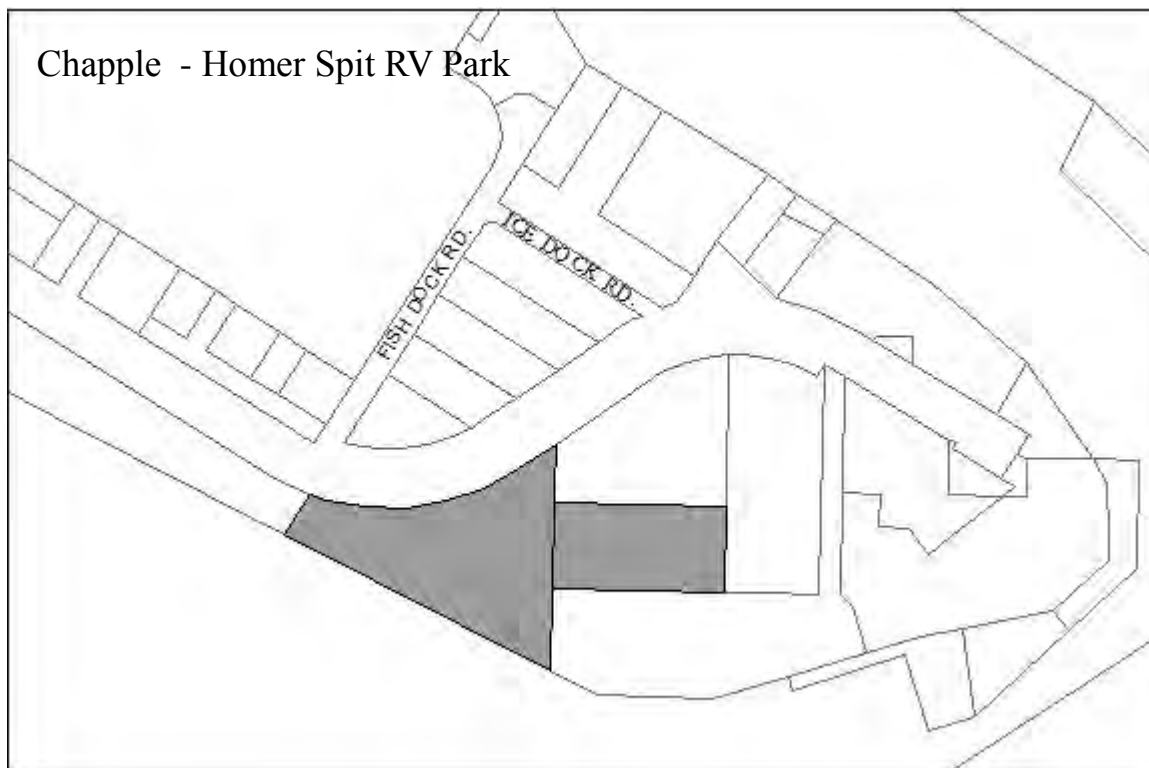
Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 4474 Homer Spit Road

Leased to: Brad Faulkner DBA Alaska Custom Seafoods, Inc. Expires 2043.

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

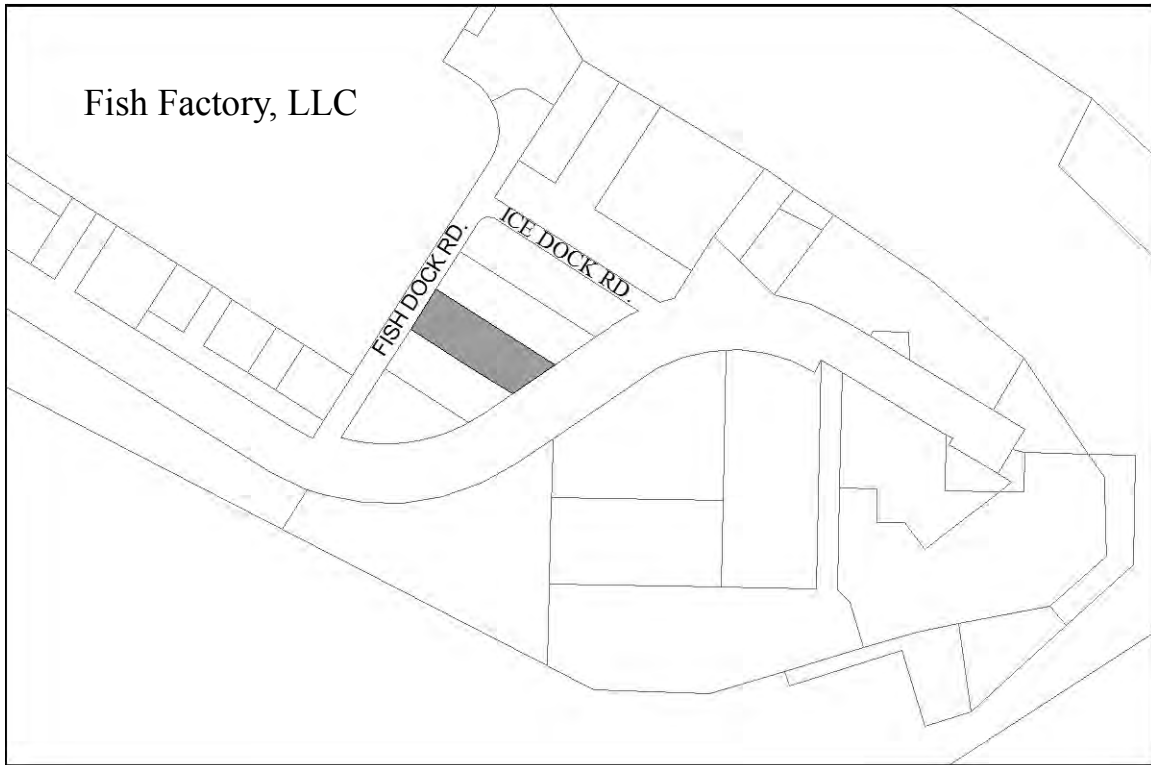
Wetlands: None

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

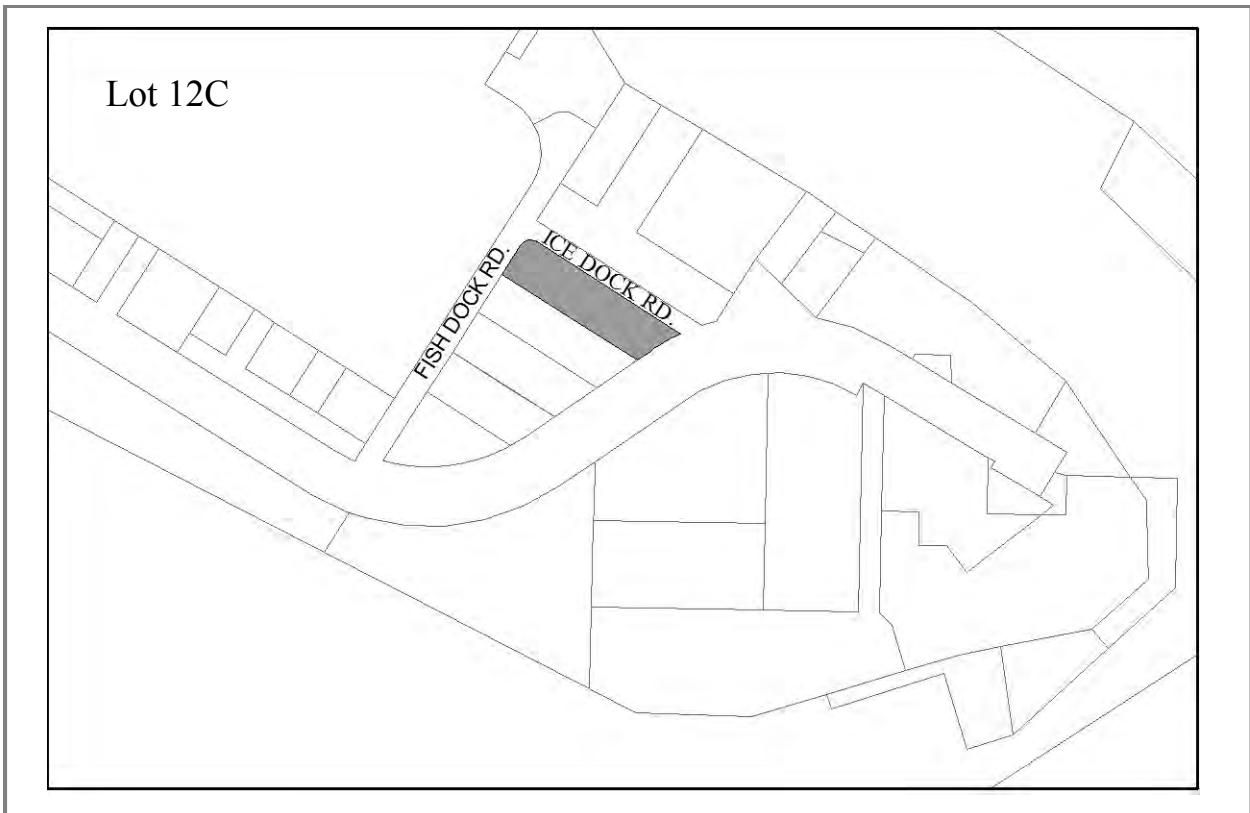
Wetlands: None

Infrastructure: Paved road, water and sewer.

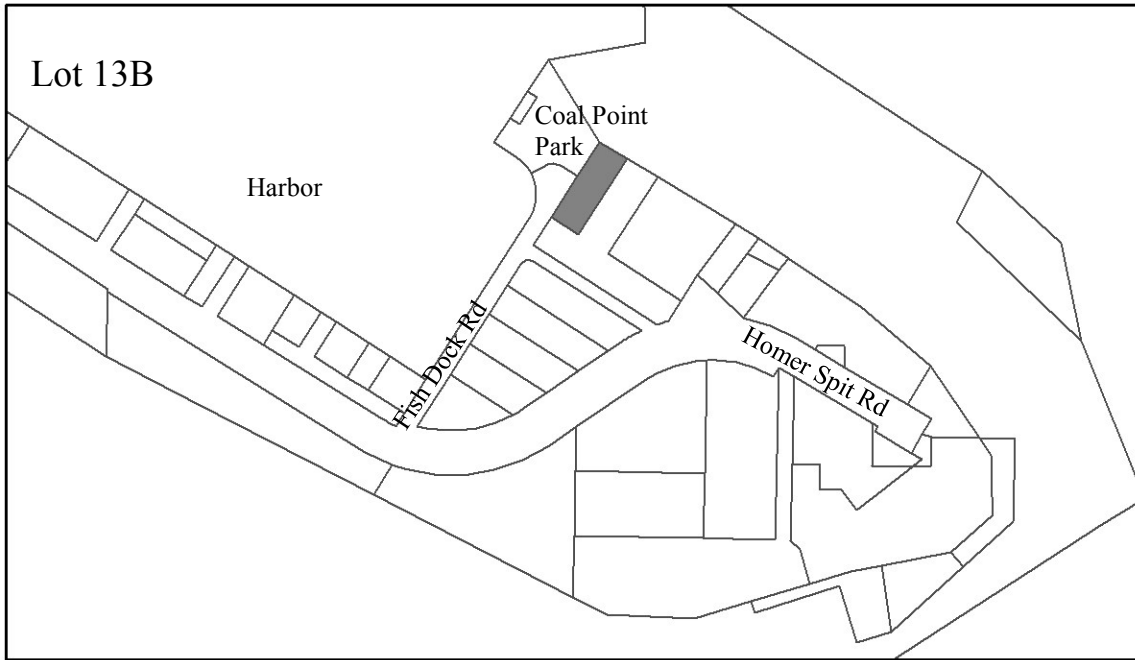
Address: 800 Fish Dock Road

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 FORECLOSED	
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

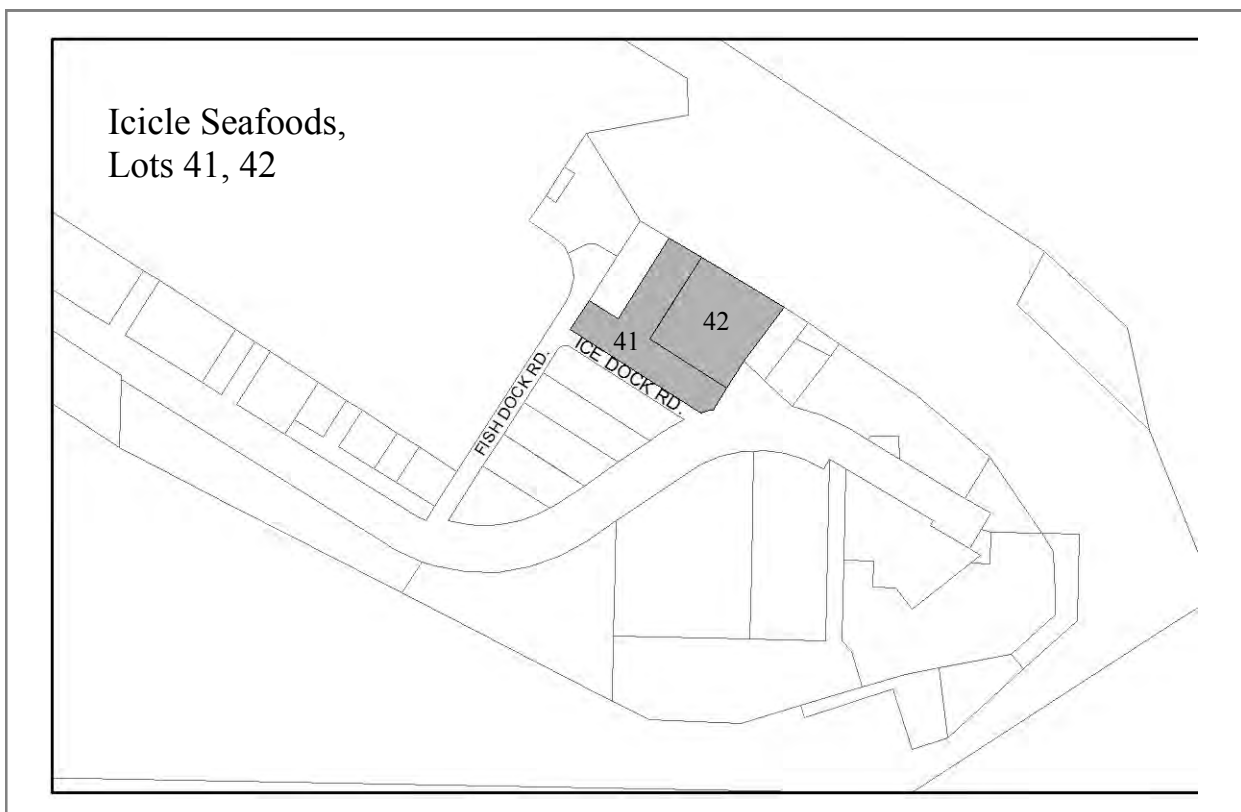
Address: Fish Dock Road

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

Resolution 19-017

Expiration: 2039 with two five year options

Finance Dept. Code:



Icicle Seafoods,
Lots 41, 42

Designated Use: Leased Land
Acquisition History: Lot 42, ordinance 17-41

Area: 2.96 acres	Parcel Number: 18103419, 18103418
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2017 Assessed Value: \$745,300

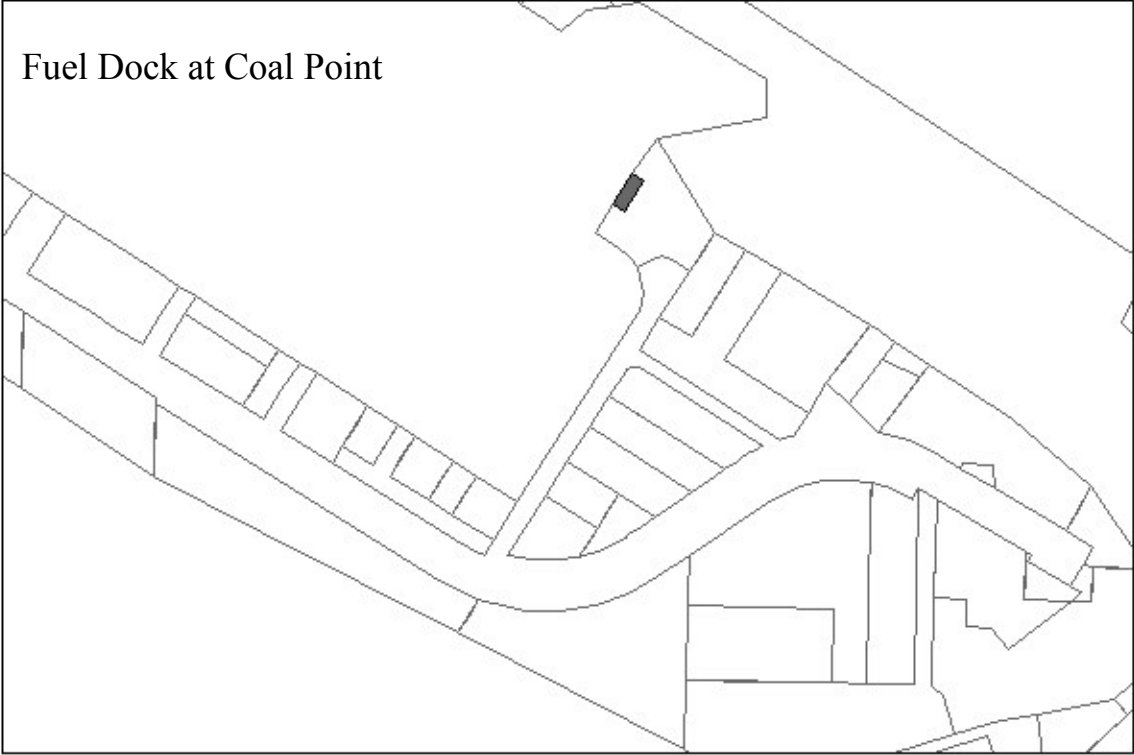
Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED ADL 18009 LOT 41 (ADL 18009) , and Lot 42

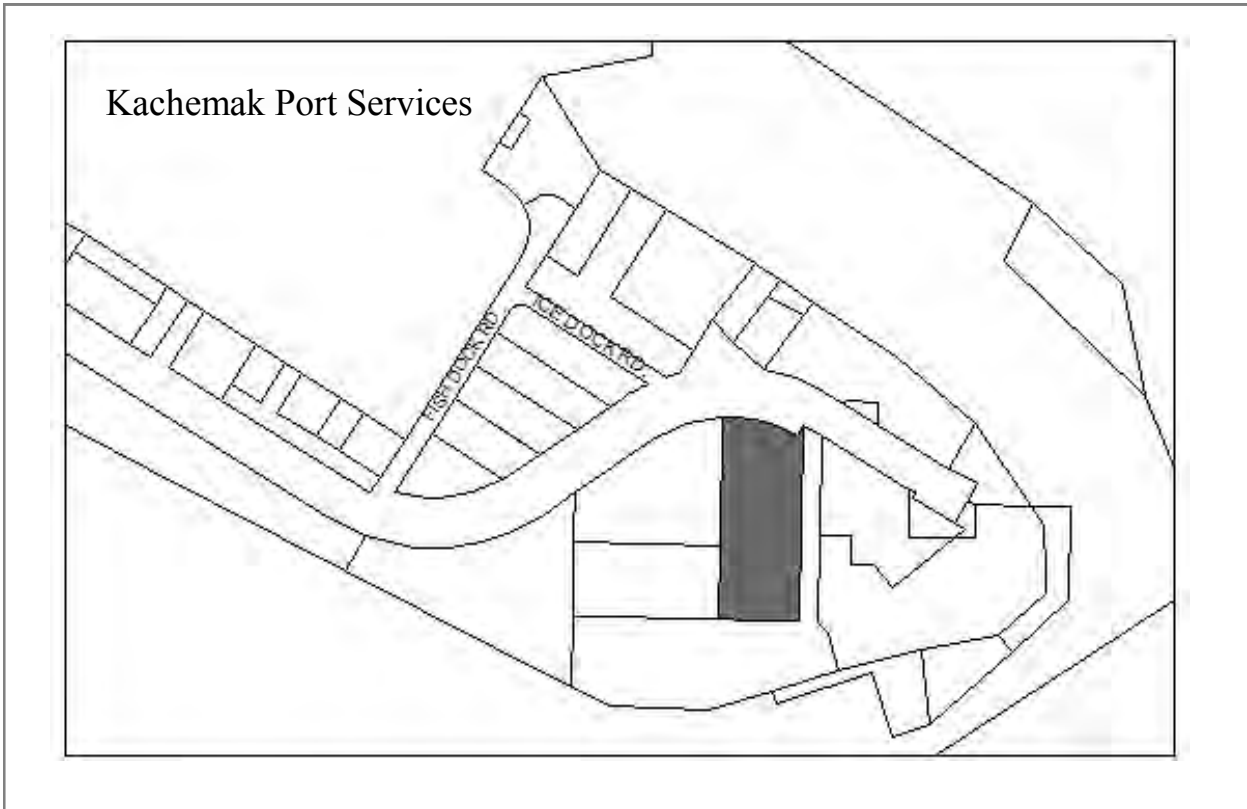
Zoning: Marine Industrial	Wetlands: N/A
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Infrastructure: Water, sewer, paved road access	Address: 842 Fish Dock Road
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Leased to: Icicle Seafoods, Inc
Expiration: 2039 with options. Resolution 17-008

Finance Dept. Code:

<p>Fuel Dock at Coal Point</p> 	
<p>Designated Use: Leased Land Acquisition History:</p>	
<p>Area: 0.07 acres</p>	<p>Parcel Number: 18103427</p>
<p>2012 Assessed Value: \$476,100 (Land: \$31,100 Structure: \$476,100)</p>	
<p>Legal Description: HM0890034 T07S R13W S01 HOMER SPIT SUB AMENDED THAT PORTION OF COAL POINT MONUMENT PARK AS PER LEASE AGREEMENT 187 @ 921</p>	
<p>Zoning: Marine Industrial</p>	<p>Wetlands: None</p>
<p>Infrastructure: Paved road, water and sewer.</p>	<p>Address: 843 Fish Dock Road</p>
<p>Leased to: Petro 49, expires 11/30/2038</p>	
<p>Finance Dept. Code:</p>	



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
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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
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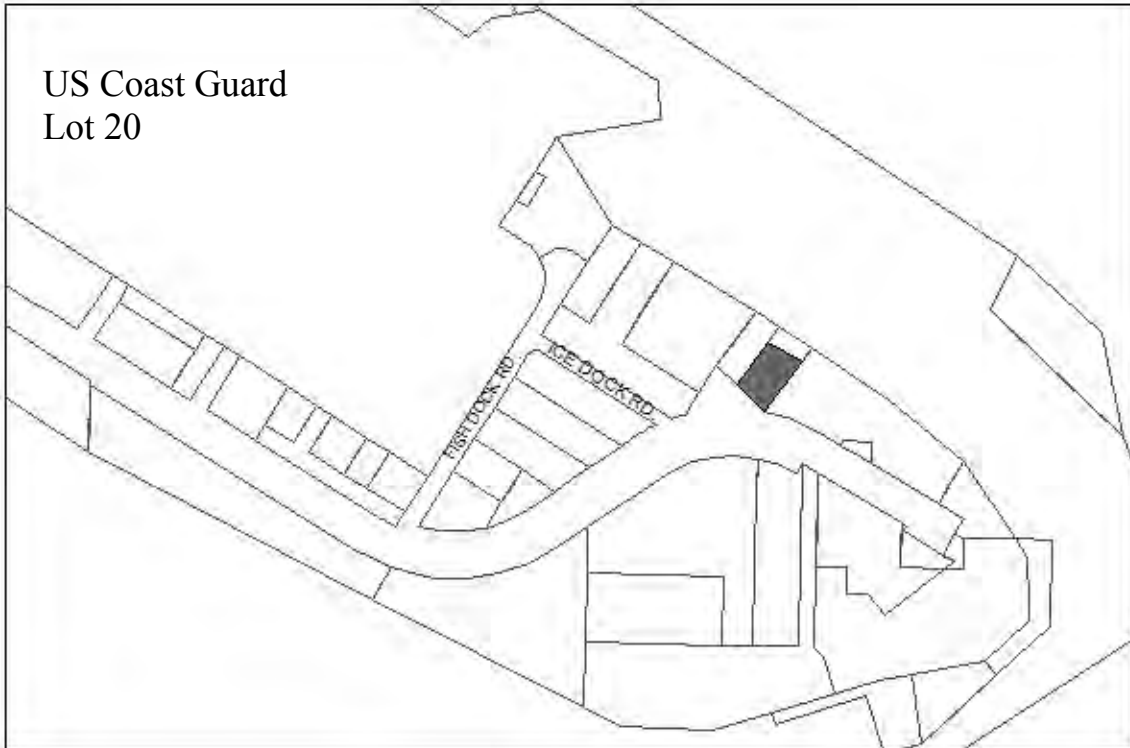
Infrastructure: Water, sewer, paved road access	Address: 4667 Homer Spit Road
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Leased to:
ACS MACTel lease: Expires 11/21/2033 with two additional one year options. (875 sq ft lease)

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)

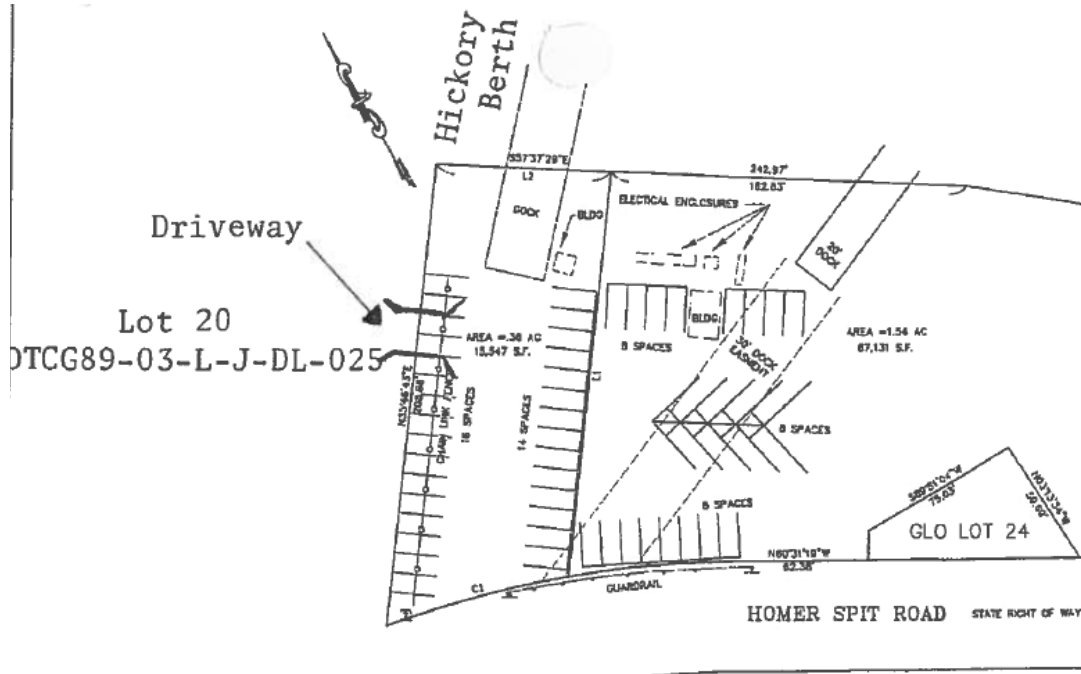
The Port Maintenance Shop is on this lot, and a large water tank, and other accessory structures.

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
<p>Leased to: US Coast Guard. Resolution 15-009 approved an additional 20 year lease.</p>	
Finance Dept. Code:	

Hickory Lease

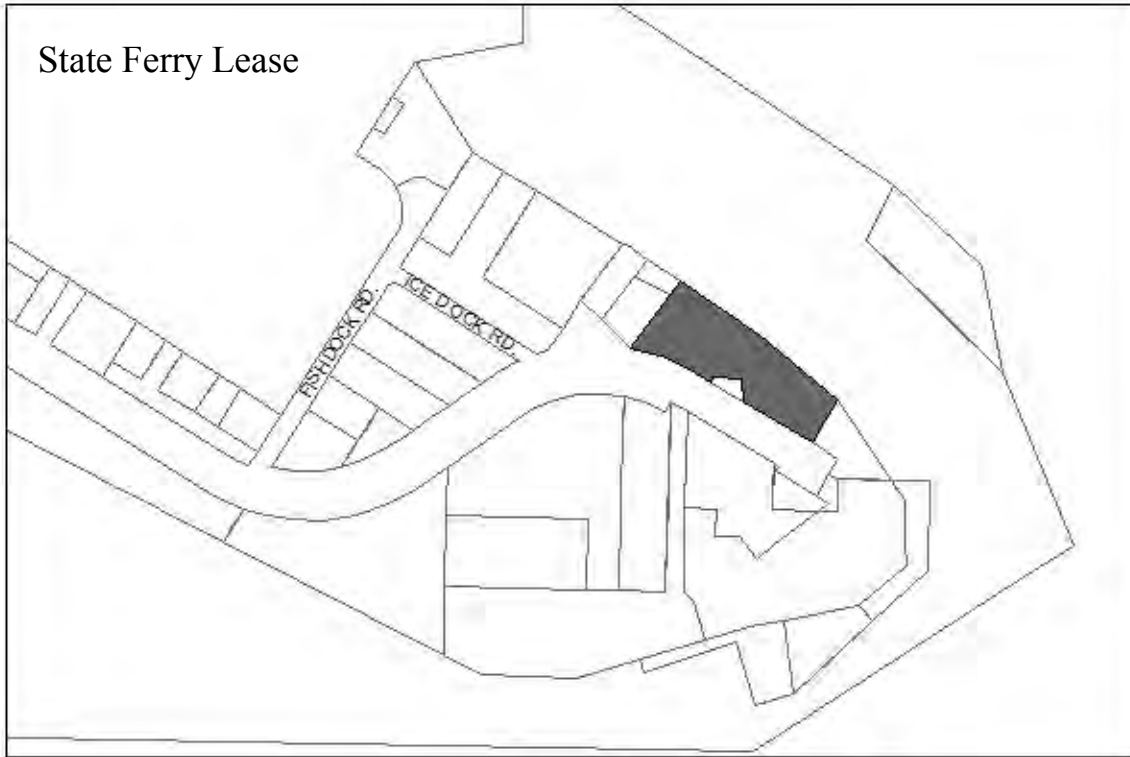


See page B-25. This lease is a portion of the Pioneer Dock.

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:

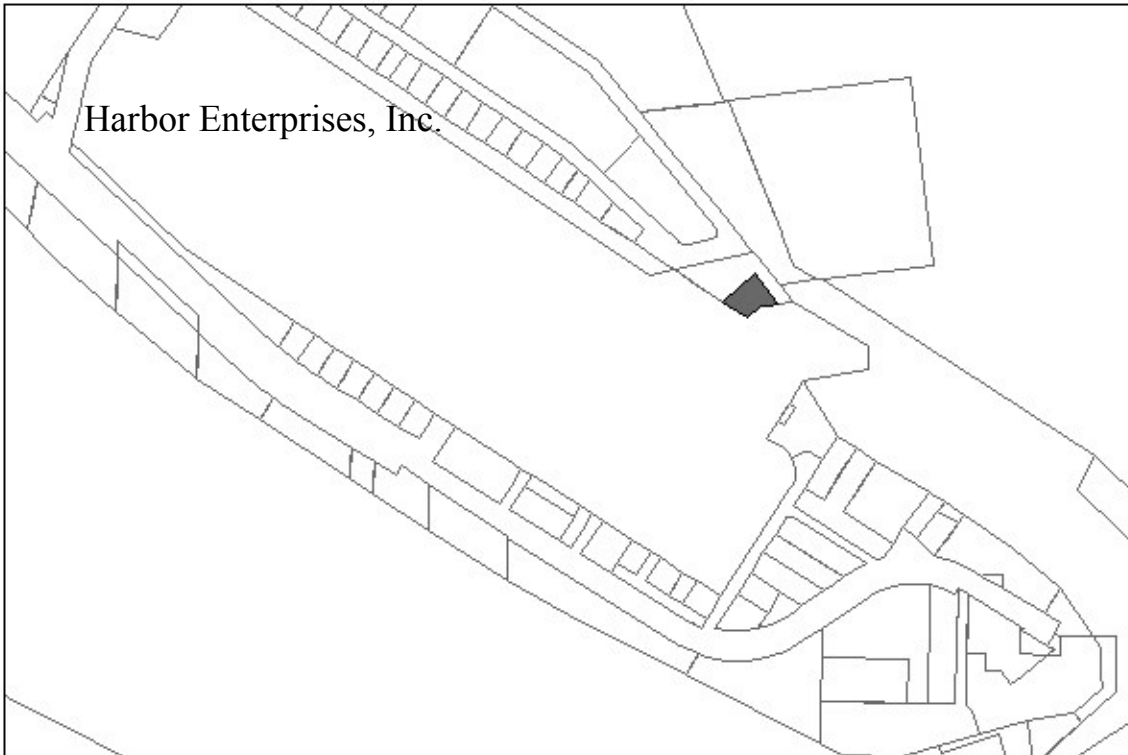


Designated Use: Ferry Terminal and Staging
Acquisition History: Quitclaim Deed to KPPUDIST #1 2/18/64: Orig Cert filed between KPPUD and BLM for Harbor use for 25 years on 7/29/55.

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

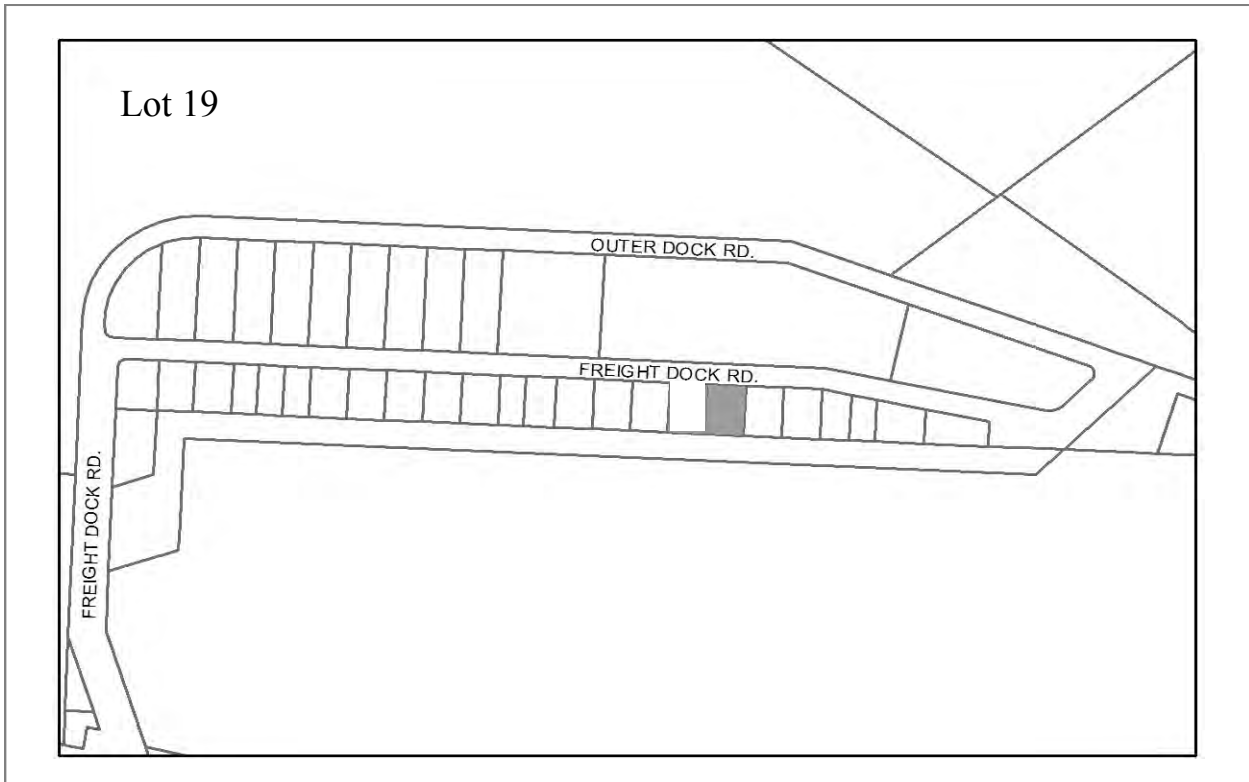
Wetlands: None

Infrastructure: Paved road, water and sewer.

Address: 4607 Freight Dock Road

Leased to: Harbor Enterprises/Terminal Oil Sales
 Resolution 16-031(S) 20 yr lease

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

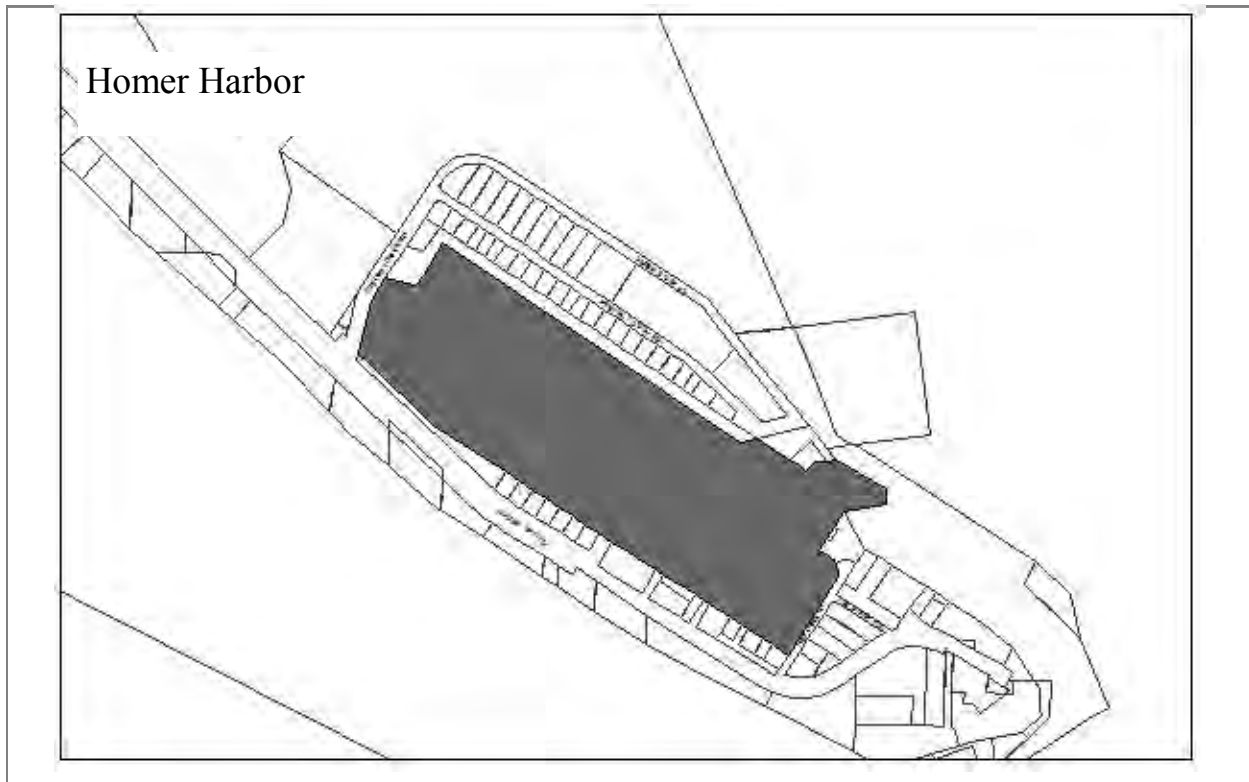
Wetlands: N/A

Infrastructure: paved road, water and sewer

Notes: Leased to Fortune Sea LLC, 10 year lease expires 4/30/2023

Finance Dept. Code:

Section C
Port Facilities



Designated Use: Homer Small Boat Harbor
Acquisition History: Reso 99-51 Reconveyed from ACOE

Area: 72.94	Parcel Number: 18103214
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2015 Assessed Value: \$808,200

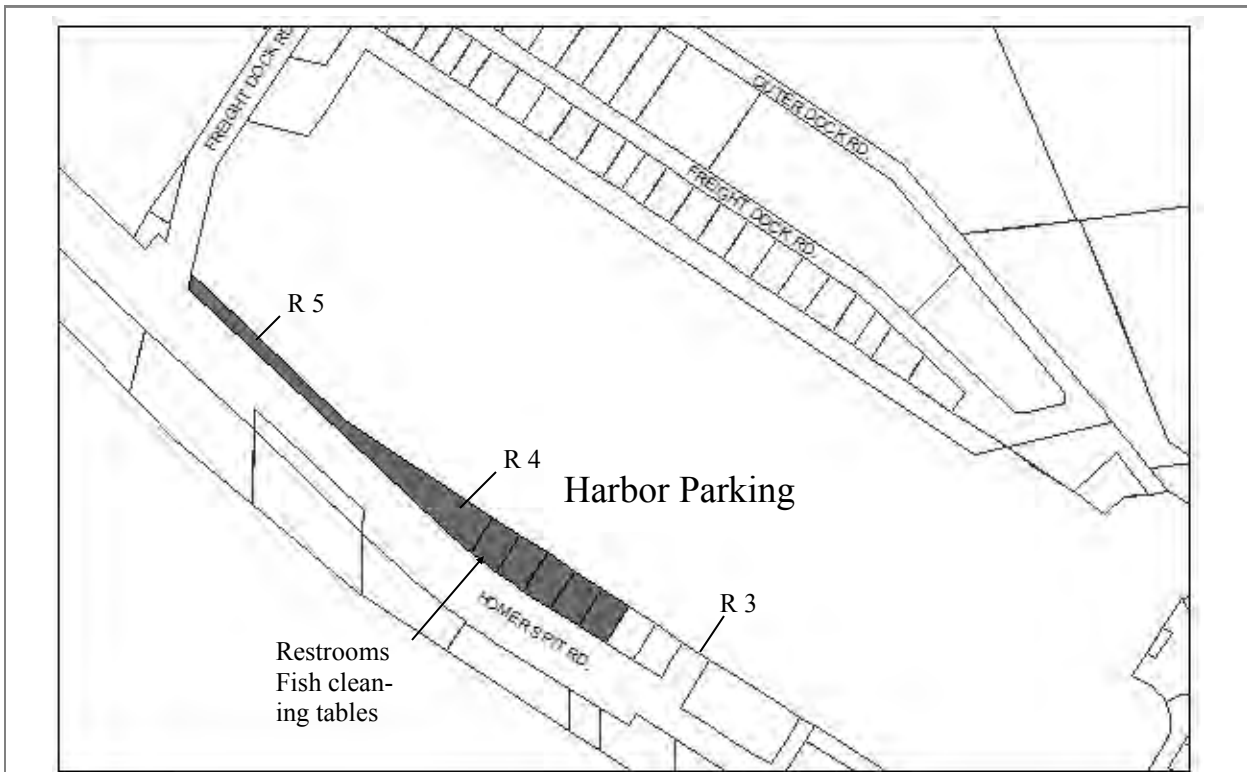
Legal Description: T 6S R 13W SEC 35 T 6S R 13W SEC 36 T 7S R 13W SEC 1 T 7S R 13W SEC 2 HM 0920050 HOMER SPIT SUB NO TWO AMENDED SMALL BOAT HARBOR SEWARD MERIDIAN

Zoning: Marine Commercial	Wetlands: N/A
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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

2015 Assessed Value: \$1,055,000 (Land: \$885,600, Structures: \$169,400)

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

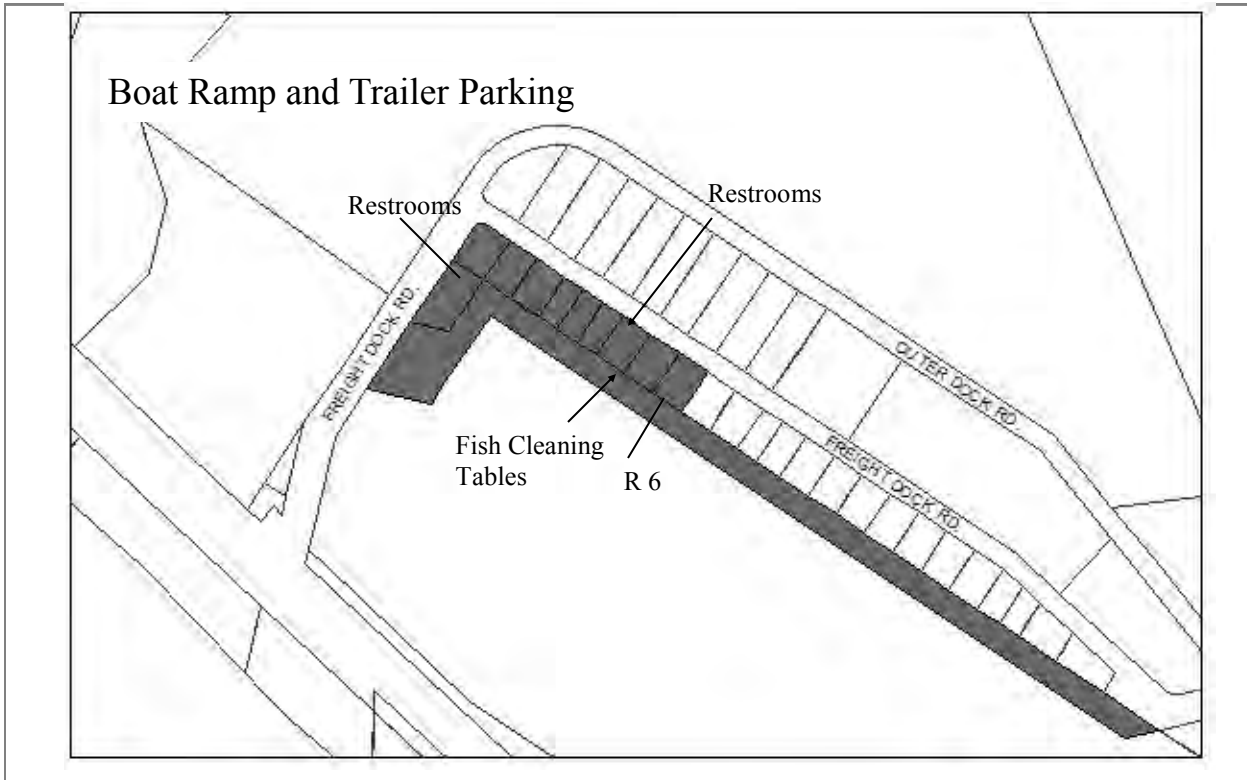
Zoning: Marine Commercial

Wetlands: N/A

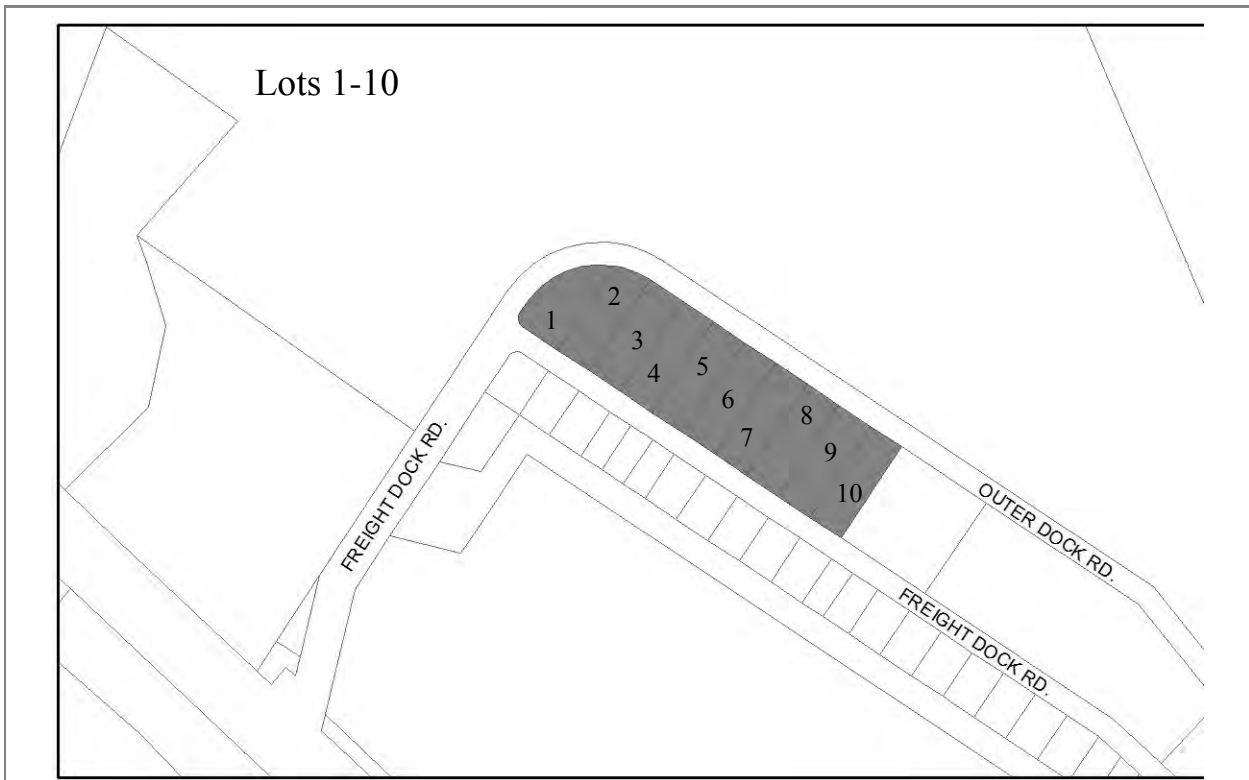
Infrastructure: Paved road, gas, Spit Trail, water and sewer, public restrooms

Notes: New restrooms at Ramp 5 constructed 2015/2016

Finance Dept. Code:



Designated Use: Boat ramp and trailer parking	
Acquisition History:	
Area: 8.32 acres	Parcel Number: 181032 47-58, 18103216
2015 Assessed Value: \$1,999,000	
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, gas, water and sewer, public restrooms	
Notes: Includes boat launch (reconstructed in 2016), Spit Trail, boat trailer parking, two 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: Port Use
Acquisition History:

Area: 6.67 acres

Parcel Number: 181032-21,22-29, 31

2017 Assessed Value: \$1,606,800

Legal Description: T 6S R 13W SEC 35 T 6S R 13W SEC 36 HM 0930012 HOMER SPIT SUB NO 5 SEWARD MERIDIAN LOTS 1-10

Zoning: Marine Industrial

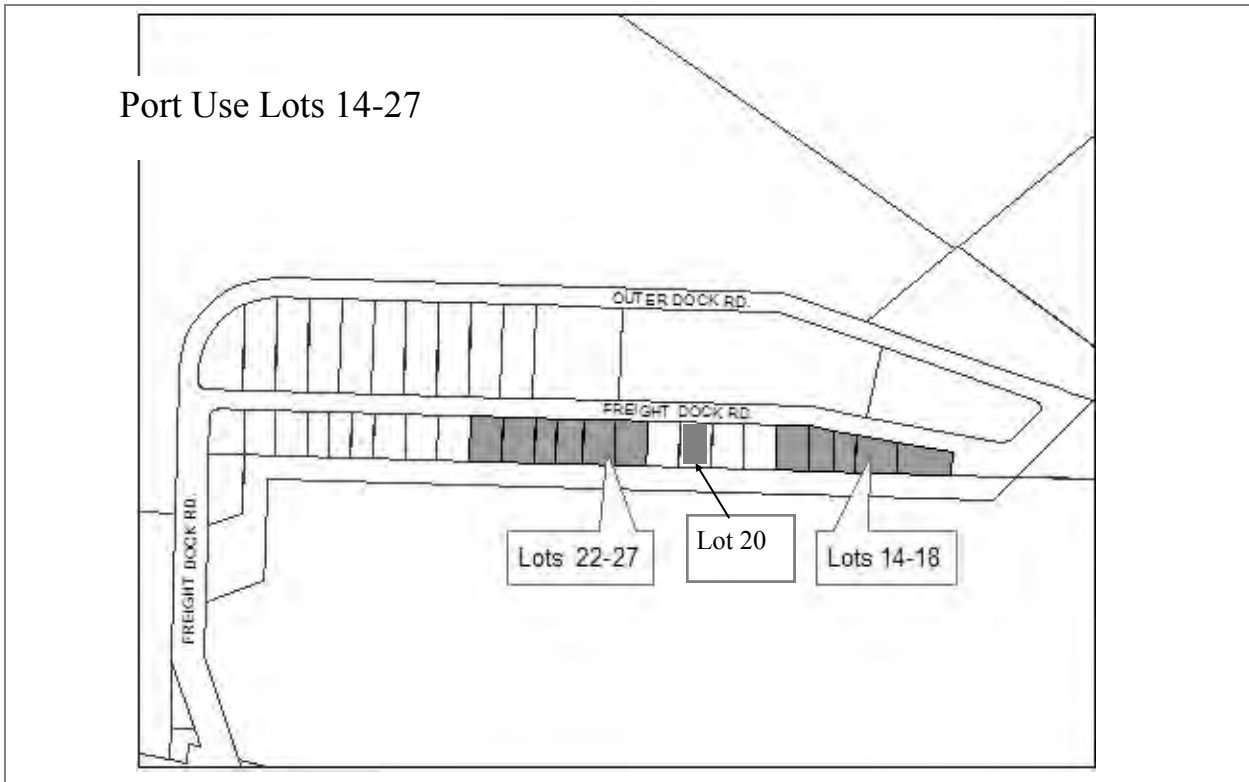
Wetlands: N/A

Infrastructure: paved road, gas, water and sewer, Barge ramp

Notes:

Lots 1,2,3: Summer boat trailer parking
 Resolution 14-041, Lots 9 and 10 are available for short term lease only

Finance Dept. Code:



Designated Use: Port Use
Acquisition History:

Area: 3.16 acres	Parcel Number: 18103233-37, 41-46
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2015 Assessed Value: \$1,816,300

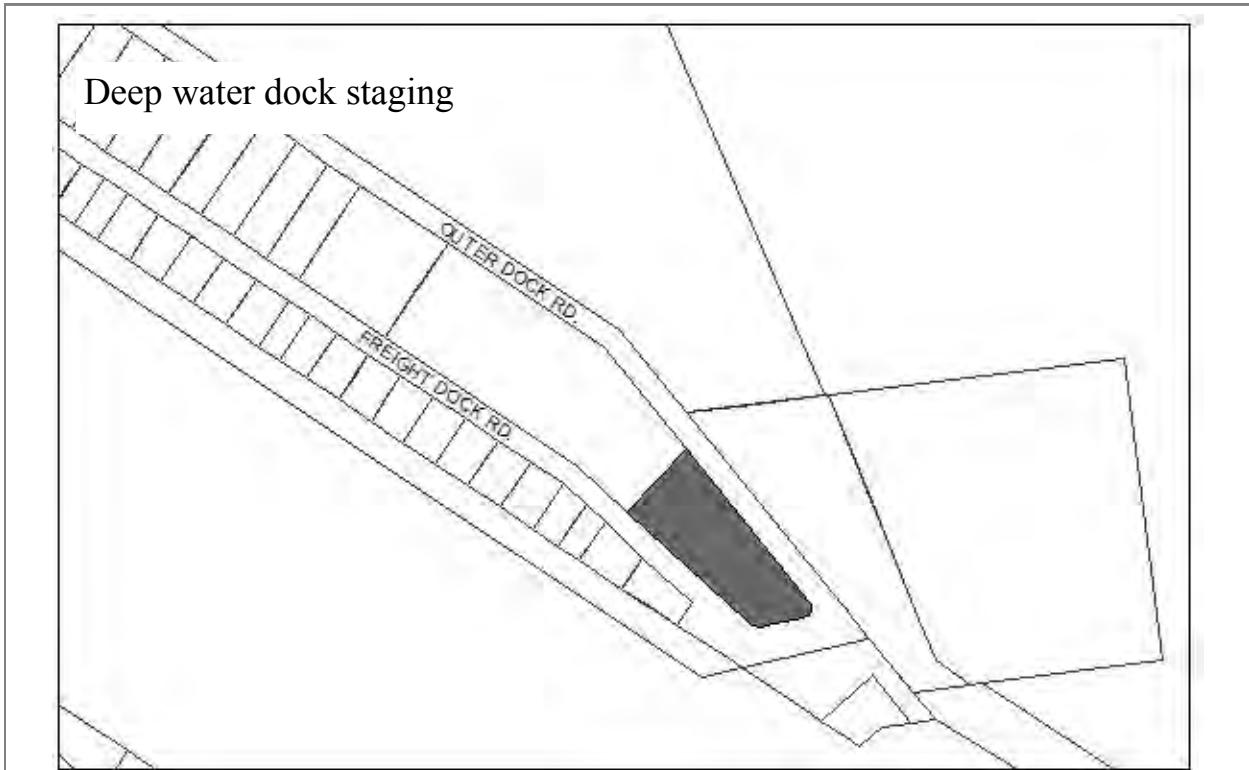
Legal Description: Homer Spit No 5 Lots 14-18, 22-27

Zoning: Marine Industrial	Wetlands: N/A
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Infrastructure: paved road, gas, Spit Trail, 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.
 The office completed in 2015 is on lots 22 and 23.
 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

2015 Assessed Value: \$469,600

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

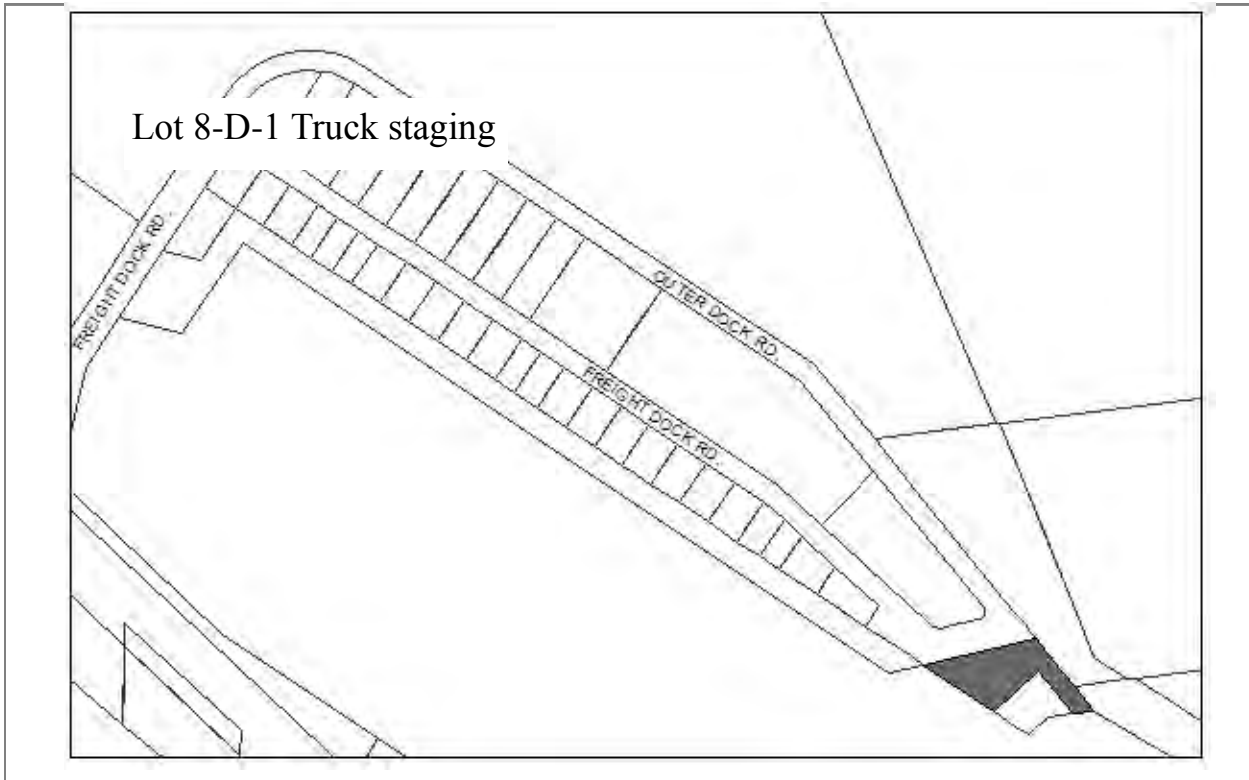
Wetlands: N/A

Infrastructure: paved road, gas, 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

2015 Assessed Value: \$301,800

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

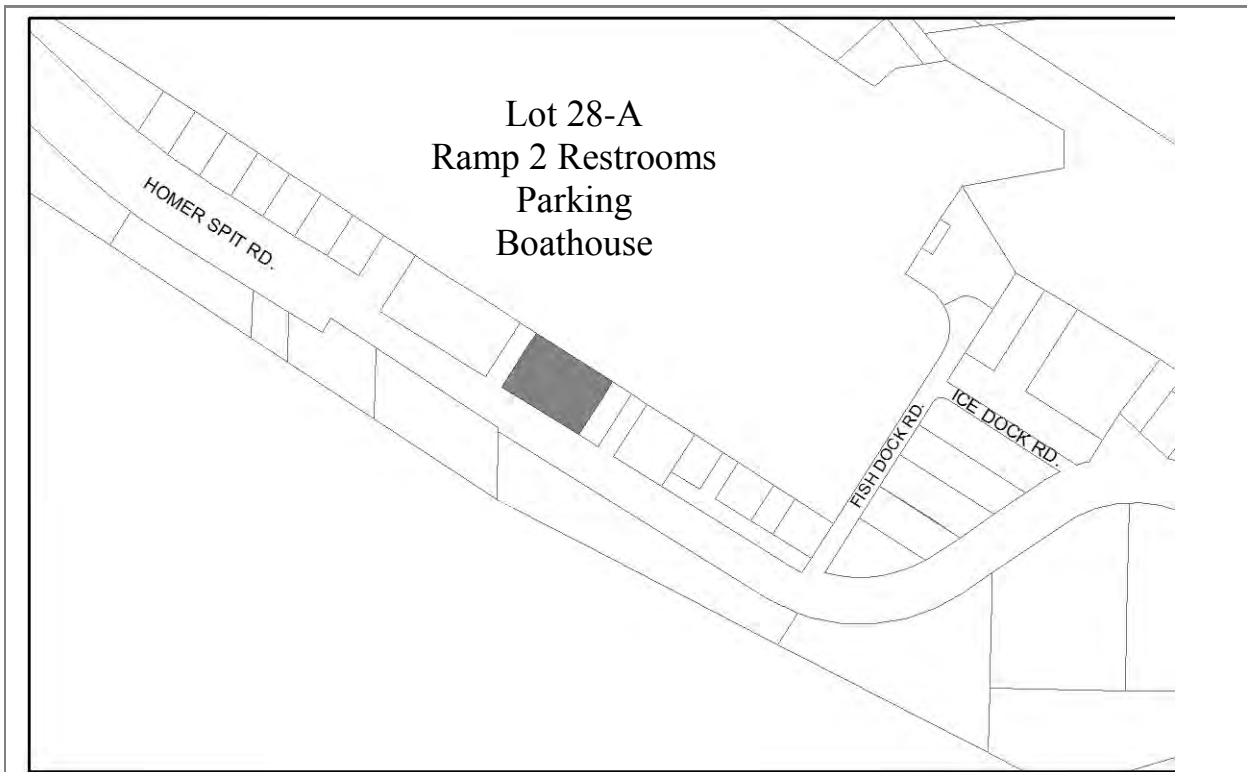
Infrastructure: Gravel road access, water and sewer

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.

2014 construction of guard shack for Deep Water Dock, restrooms and picnic facility, completion of Spit Trail, and paved the lot for dock staging.

Finance Dept. Code:



Designated Use: Parking, restrooms and boathouse (Reso 16-043)
Acquisition History:

Area: 0.93 acres	Parcel Number: 18103397
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2019 Assessed Value: \$827,500 (Land: \$177,00 Structures: \$650,500)

Legal Description: Homer Spit Subdivision Amended Homer Boathouse Replat Lot 28-A

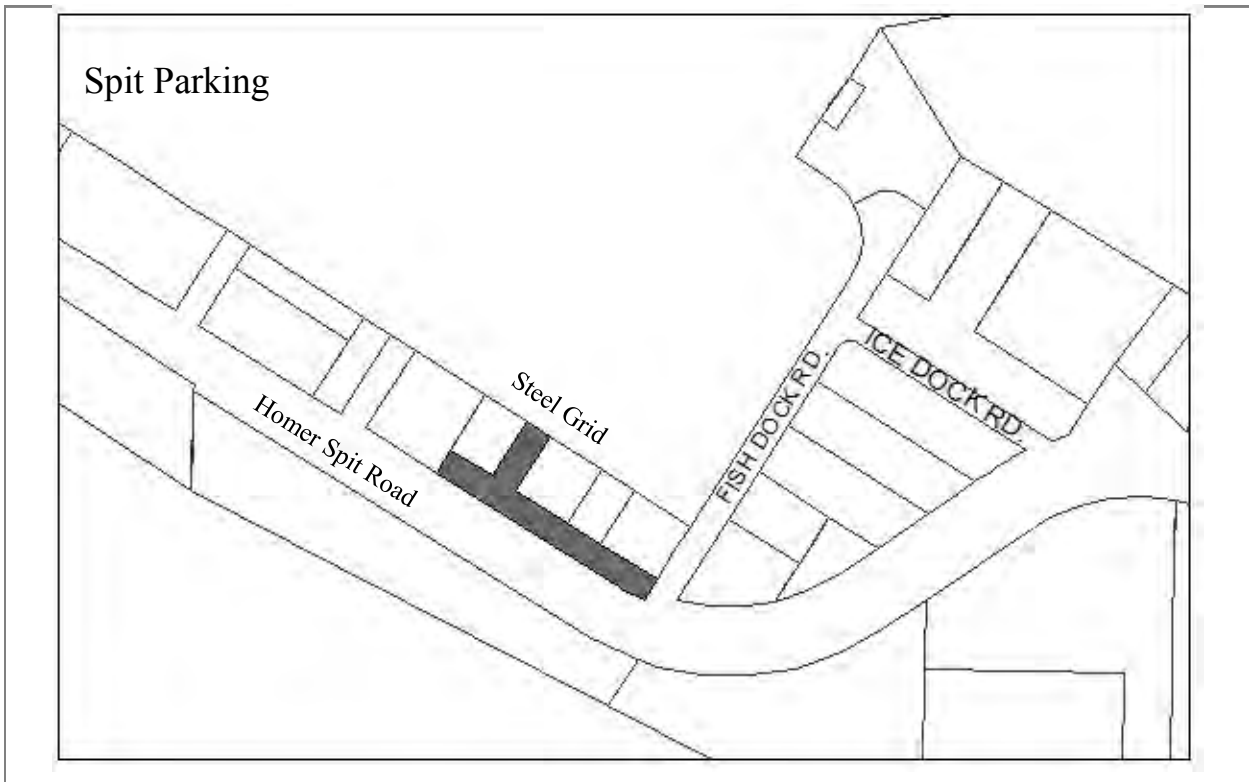
Zoning: Marine Commercial	
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Infrastructure: Paved road, gas, water and sewer

Former site of Harbormaster Office.
 Boat house constructed 2017/18 on a portion of the property.

Original Restrooms built in 1974. Property was part of a Land and Water Conservation Fund Grant in 1972, Project #02-00072. Land may be required to remain parkland in perpetuity. New restrooms constructed 2018-2019, LWCF agreement amended.

Finance Dept. Code:



Designated Use: Parking and Access
Acquisition History:

Area: 0.6 acres	Parcel Number: 18103441
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2015 Assessed Value: \$173,700

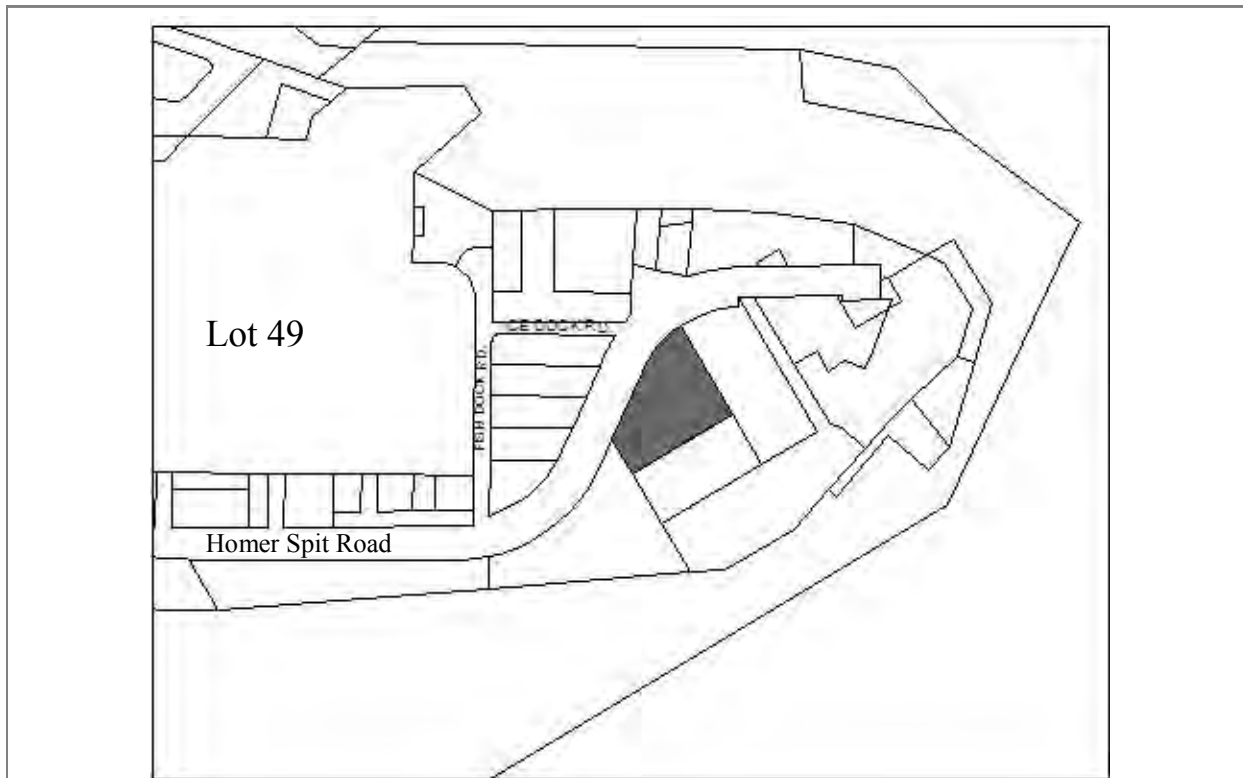
Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED PARKING AND ACCESS AREA

Zoning: Marine Commercial	Wetlands: N/A
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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: 18103403
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2015 Assessed Value: \$712,000

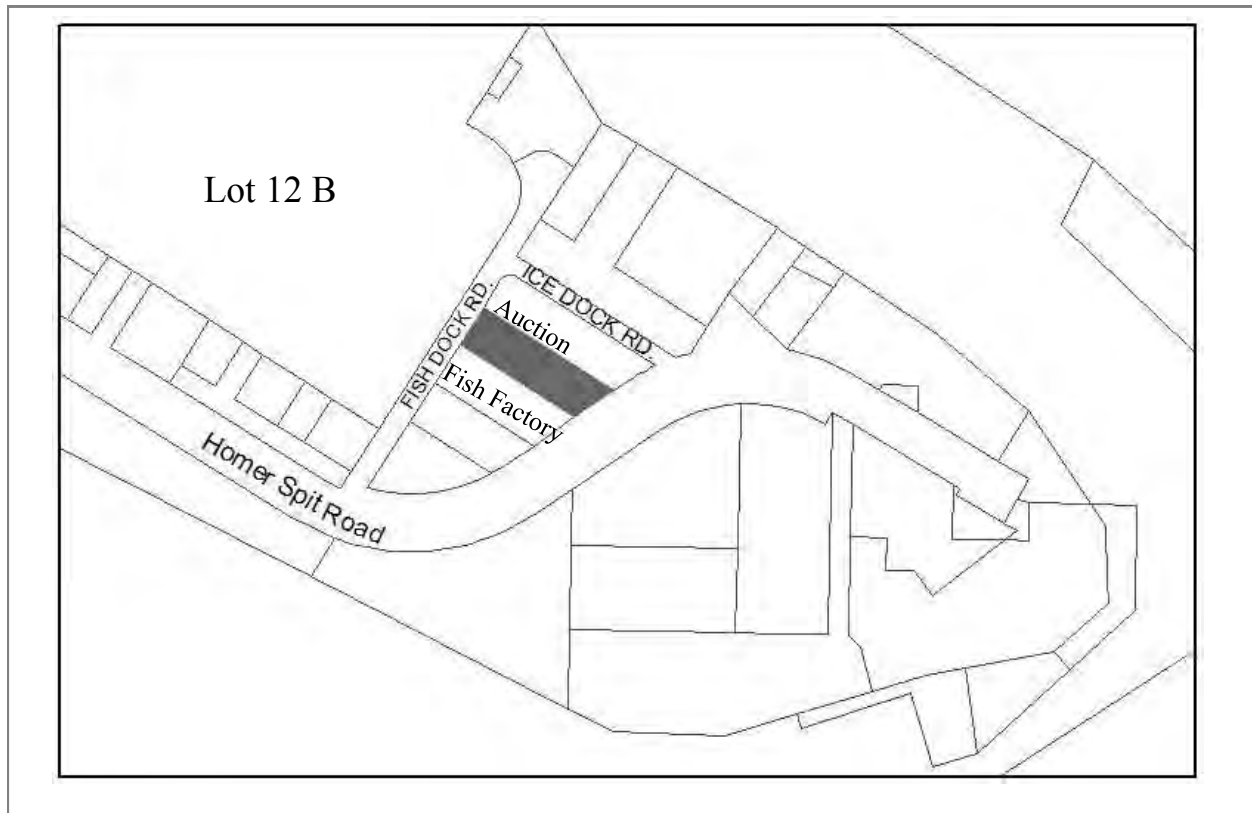
Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49

Zoning: Marine Industrial	Wetlands: N/A
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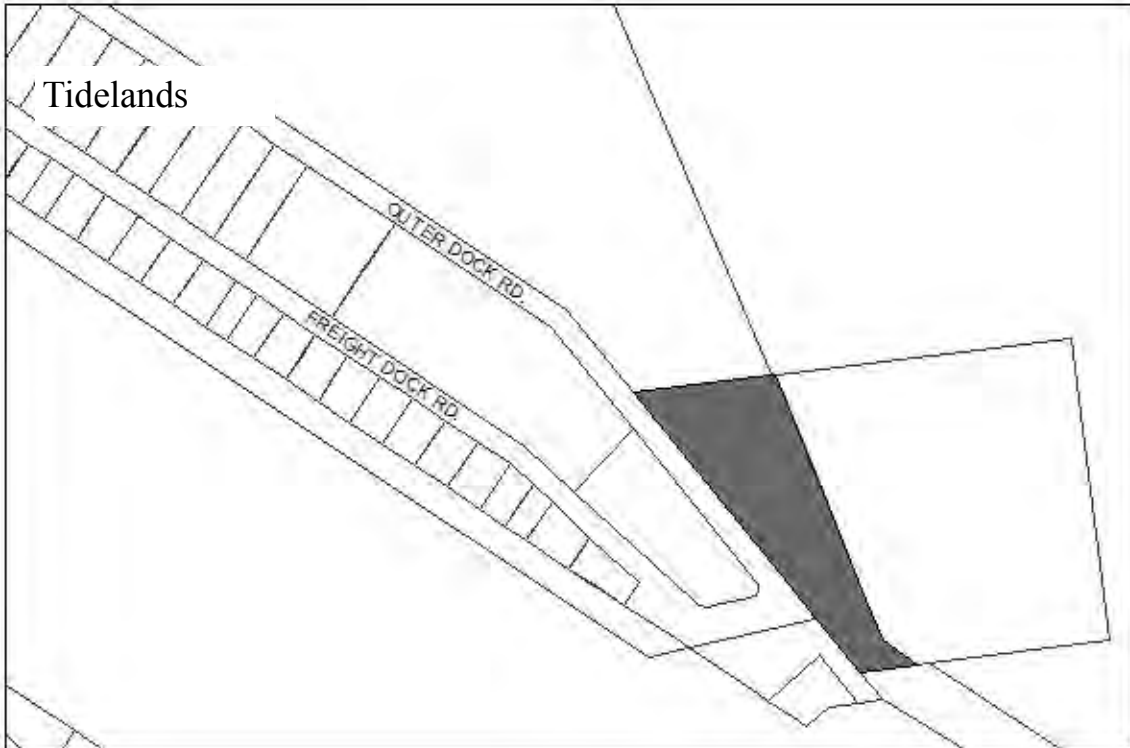
Infrastructure: Paved road, gas, water and sewer

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

Finance Dept. Code:



Designated Use: Leased Lands	
Acquisition History:	
Area: 0.68 acres	Parcel Number: 18103451
2019 Assessed Value: \$196,200	
Legal Description: City of Homer Port Industrial Subdivision No 4 Lot 12-B	
Zoning: Marine Industrial	
Infrastructure: Water, sewer, paved road access	Address:
<p>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.</p> <p>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.</p> <p>Resolution 10-21: Administration is directed to address the drainage problems and usage of this lot.</p>	
Finance Dept. Code:	



Designated Use: Tidelands
Acquisition History:

Area: 4.19 acres

Parcel Number: 18103213

2017 Assessed Value: \$6,000

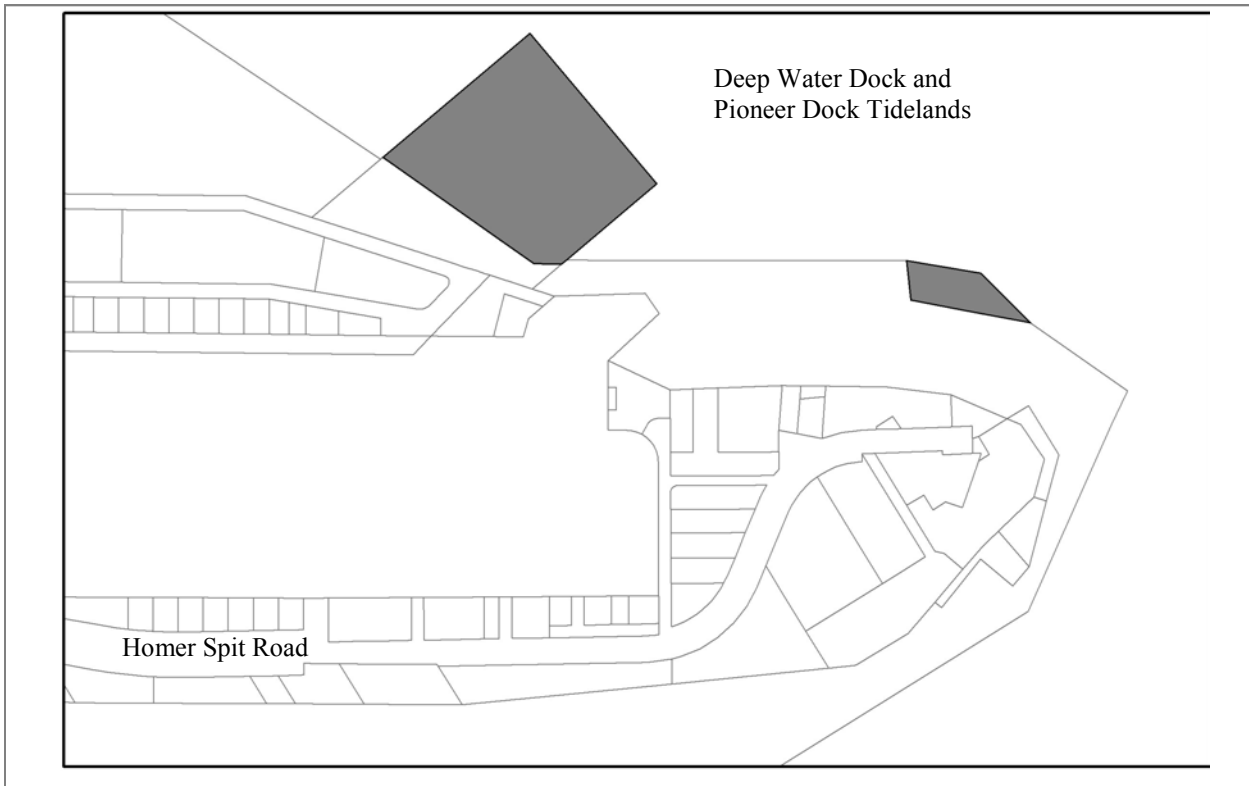
Legal Description: T 6S R 13W SEC 36 T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED TRACT A

Zoning: Not zoned

Wetlands: Tidelands

Infrastructure:

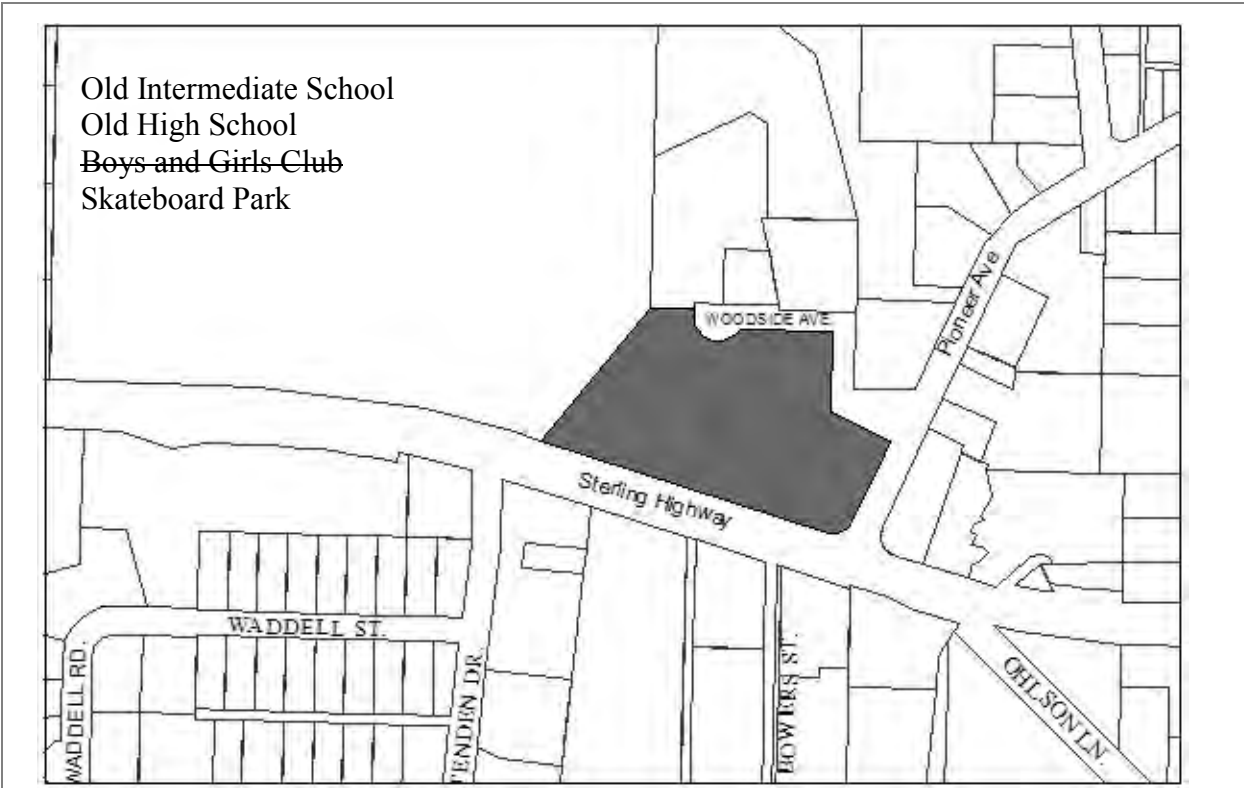
Finance Dept. Code:



Designated Use: Port and Harbor Use	
Acquisition History: Resolution 17-81	
Area: 11.91 acres, 1.37 acres	Parcel Number: 18103203, 18107005
2017 Assessed Value: \$6,113,100	
Legal Description: ATS 1373 and ATS 1603	
Zoning: Outside city limits	Wetlands: N/A
Infrastructure:	
Notes: Acquired from the State of Alaska	
Finance Dept. Code:	

Section D

City Facilities and Other Lands



Designated Use: Resolution 14-110, Designating the Homer Education and Recreation Complex (HERC) Site as the Location for the Proposed New Homer Public Safety Building
Acquisition History: Given to the City by KPB. Old Middle School and HS. Reso 98-63

Area: 4.3 acres

Parcel Number: 17510070

2015 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

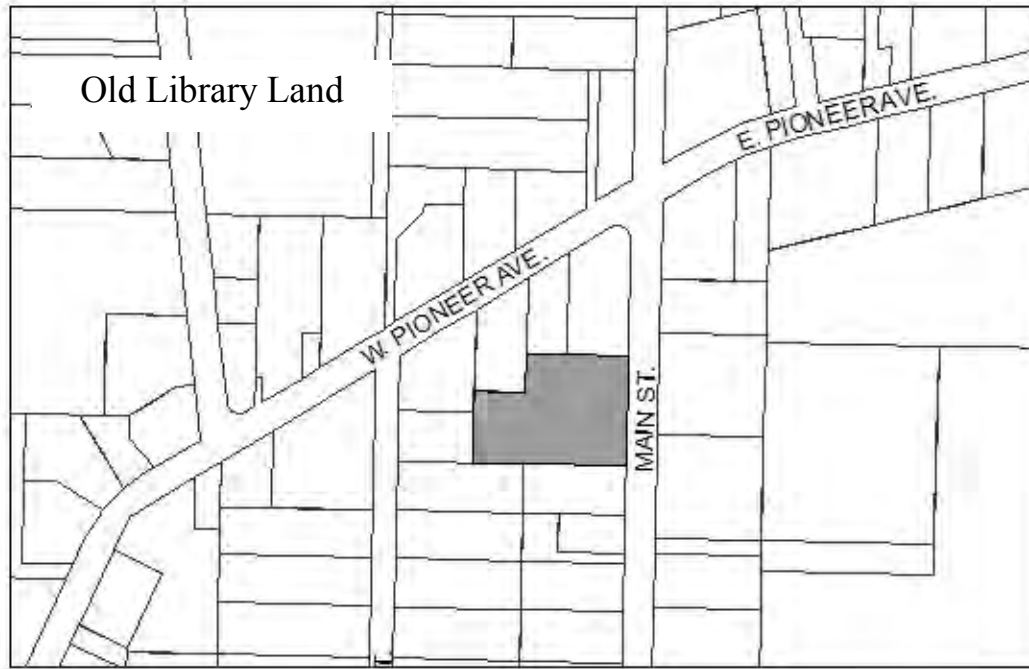
Wetlands: Creek on western edge

Infrastructure: Paved access and parking. Water and Sewer.

Notes:

- Skateboard Park on premises.
- Deed restrictions removed by Kenai Peninsula Borough, fall 2014
- HERC 1 is the larger building, HERC 2 is the smaller, that contains PW Maintenance

Finance Dept. Code: 170.0032 175.100.05



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
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2017 Assessed Value: \$69,400

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
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Infrastructure: Paved road, water, sewer, natural gas

Notes: This land was formerly part of the old library site. The library building was subdivided onto its own lot, and sold. Intent is to sell the lot and pay down debt on the library loan. The City has been attempting to sell the land since 2007.

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

2015 Assessed Value: \$7,973,300 (Land 829,800, Structure 7,503,600)

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

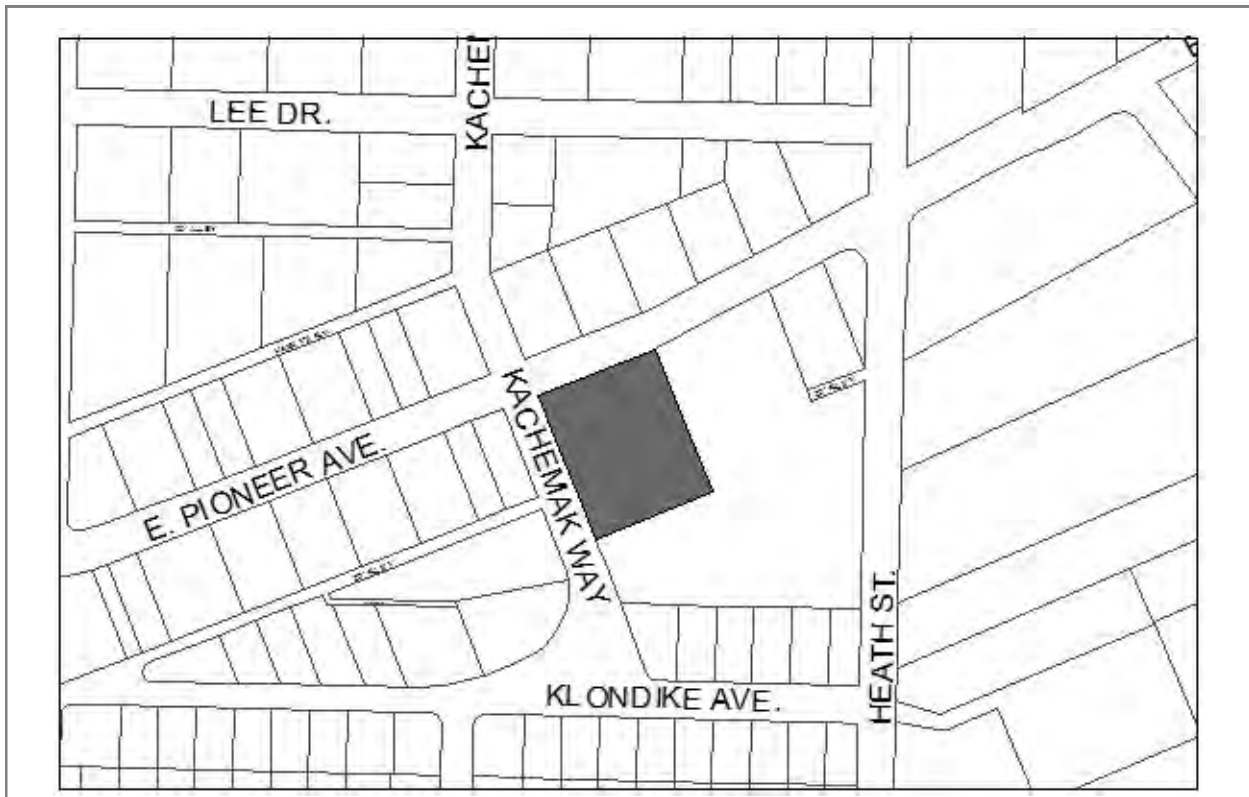
Zoning: Central Business District

Wetlands: Some wetlands present

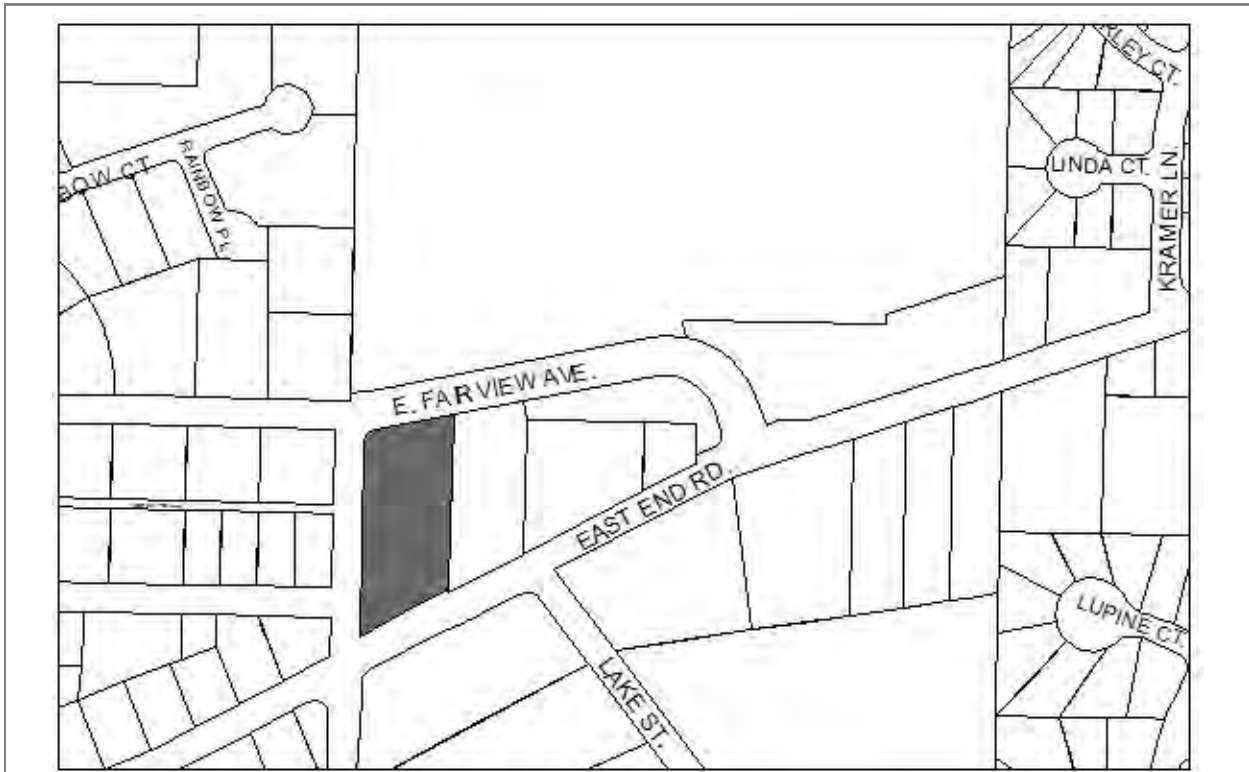
Infrastructure: Paved road access, trail access, gas, water and sewer available.

Notes:

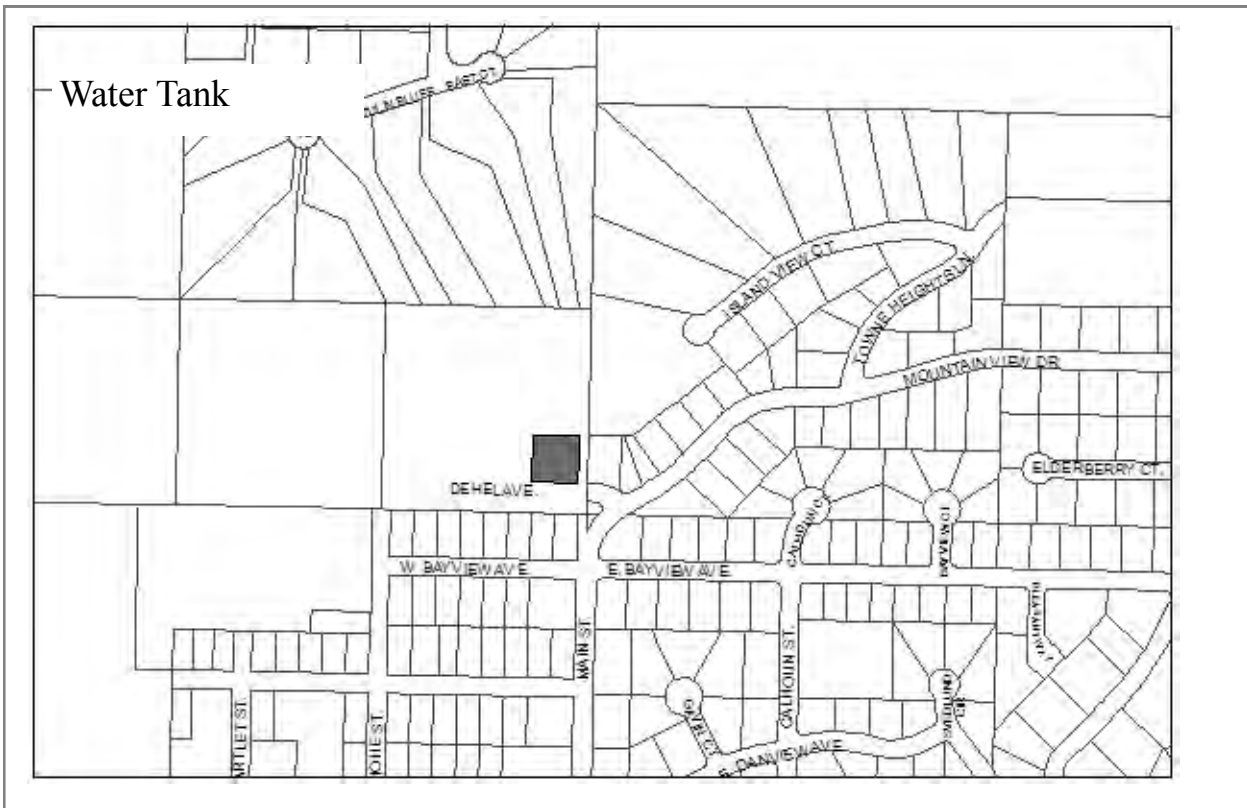
Finance Dept. Code:



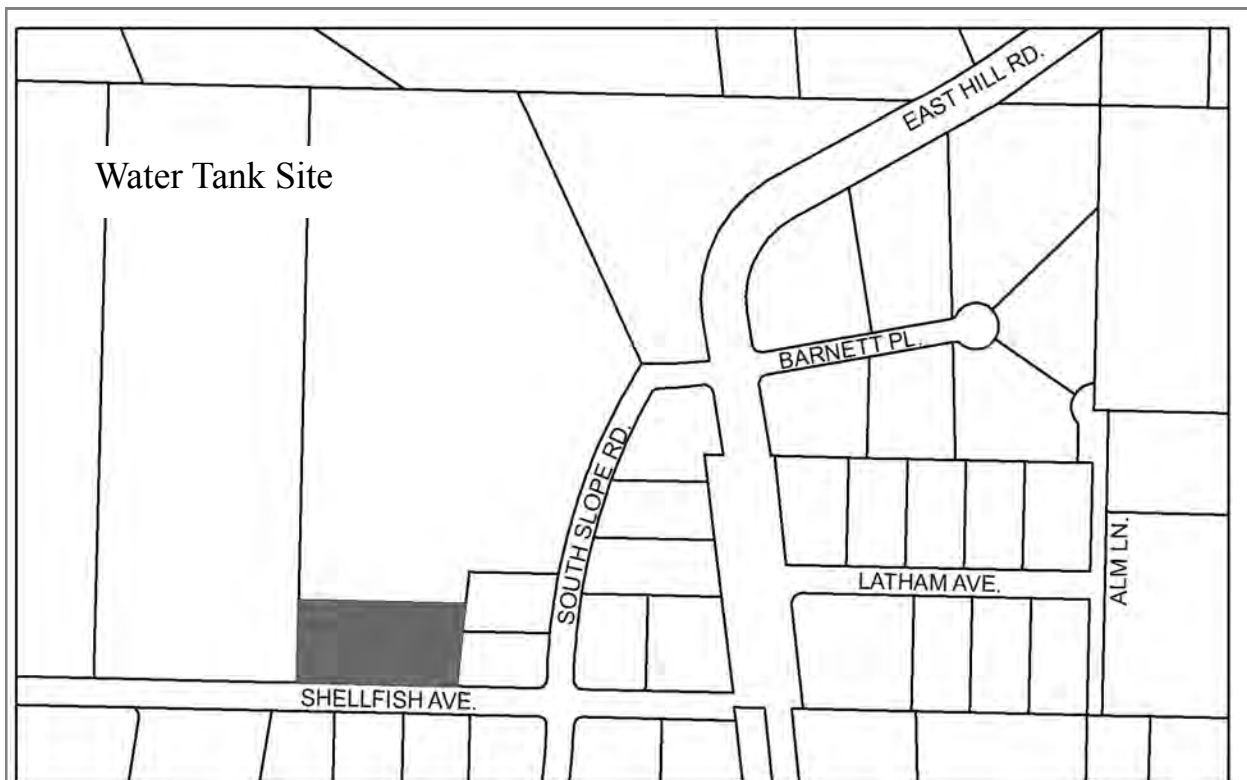
Designated Use: City Hall	
Acquisition History: Purchased, Schoulz 12/31/86	
Area: 1.12 acres	Parcel Number: 17720408
2015 Assessed Value: \$2,067,700 (Land 241,200 Structure 2,206,700)	
Legal Description: HM2004048 T06S R13W S20 Glacier View Subdivision Campus Addition Lot 6-A-2	
Zoning: Central Business District	Wetlands: None
Infrastructure: Paved road access, gas, 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
2019 Assessed Value: \$1,567,900 (Land: \$224,900 Structure: \$1,303,300)	
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: Fire hall remodel 2017/2018	
Finance Dept. Code:	



Designated Use: Water Tank (A Frame Tank)	
Acquisition History: Dehel Deed 6/1/65	
Area: 0.5 acres	Parcel Number: 17504011
2015 Assessed Value: \$345,800 (Land: \$34,100, Structure (water tank))	
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: Future Water Tank
Acquisition History: Ordinance 14-39

Area: 1.5 acres

Parcel Number: 17701009

2015 Assessed Value: \$98,000

Legal Description: T6S R13W SEC 17 SEWARD MERIDIAN HM 2014023 BARNETT SUB QUIET CREEK ADDN 2014 TRACT A2

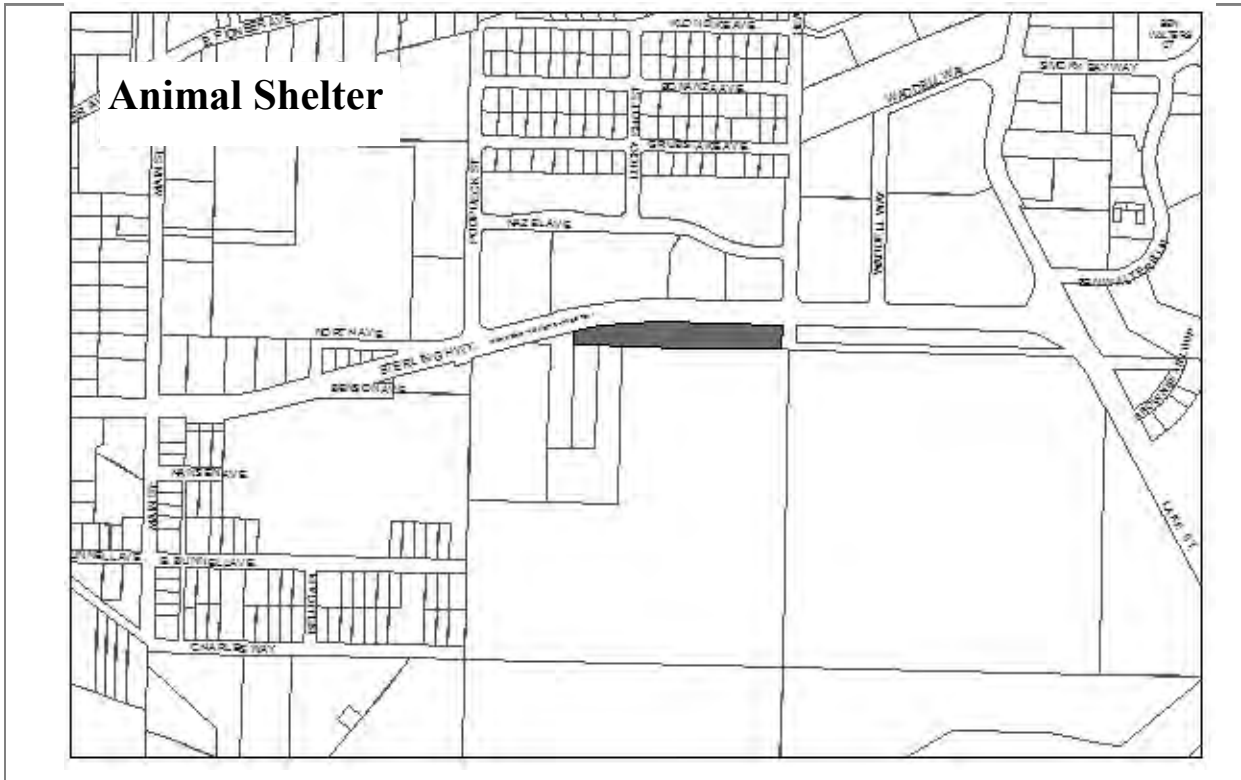
Zoning: Rural Residential

Wetlands:

Infrastructure: N/A

Notes: Future location of a new water tank. Project is shovel ready if federal funding becomes available.

Finance Dept. Code:



Designated Use: Animal Shelter
Acquisition History: Heath Deed 3/10/71

Area: 1.85 acres	Parcel Number: 17714020
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2015 Assessed Value: \$1,515,300 (Land \$378,900, Structure \$1,136,400)

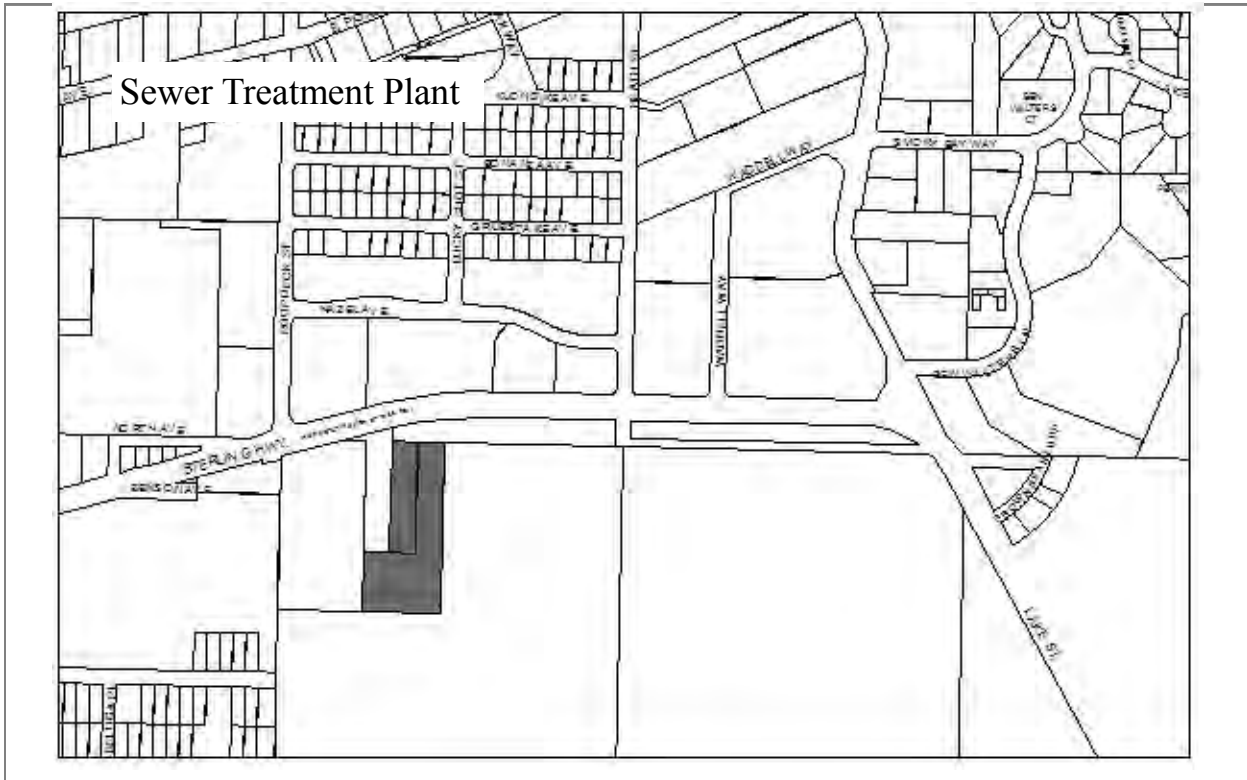
Legal Description: Glacier View Subdivision No 18 Lot 1

Zoning: Central Business District	Wetlands: N/A
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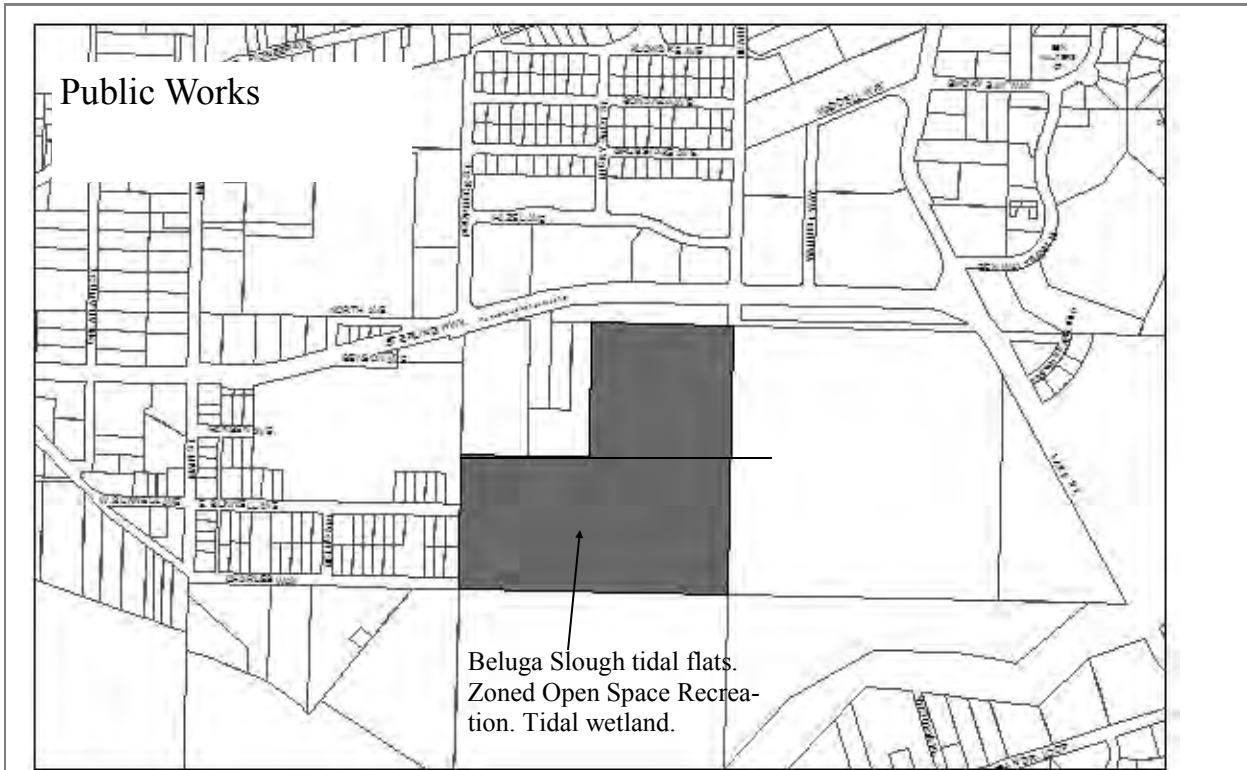
Infrastructure: Water, Sewer, gas, gravel access via Public Works

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.

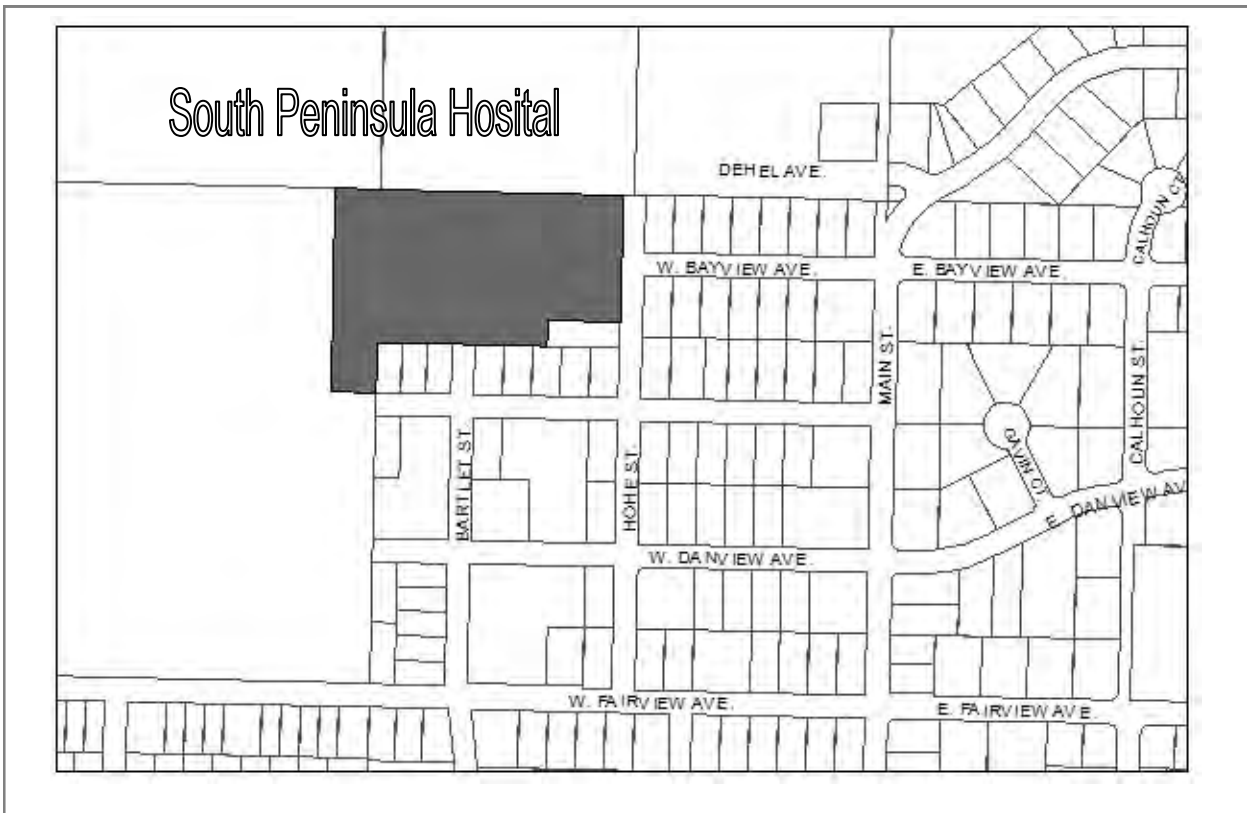
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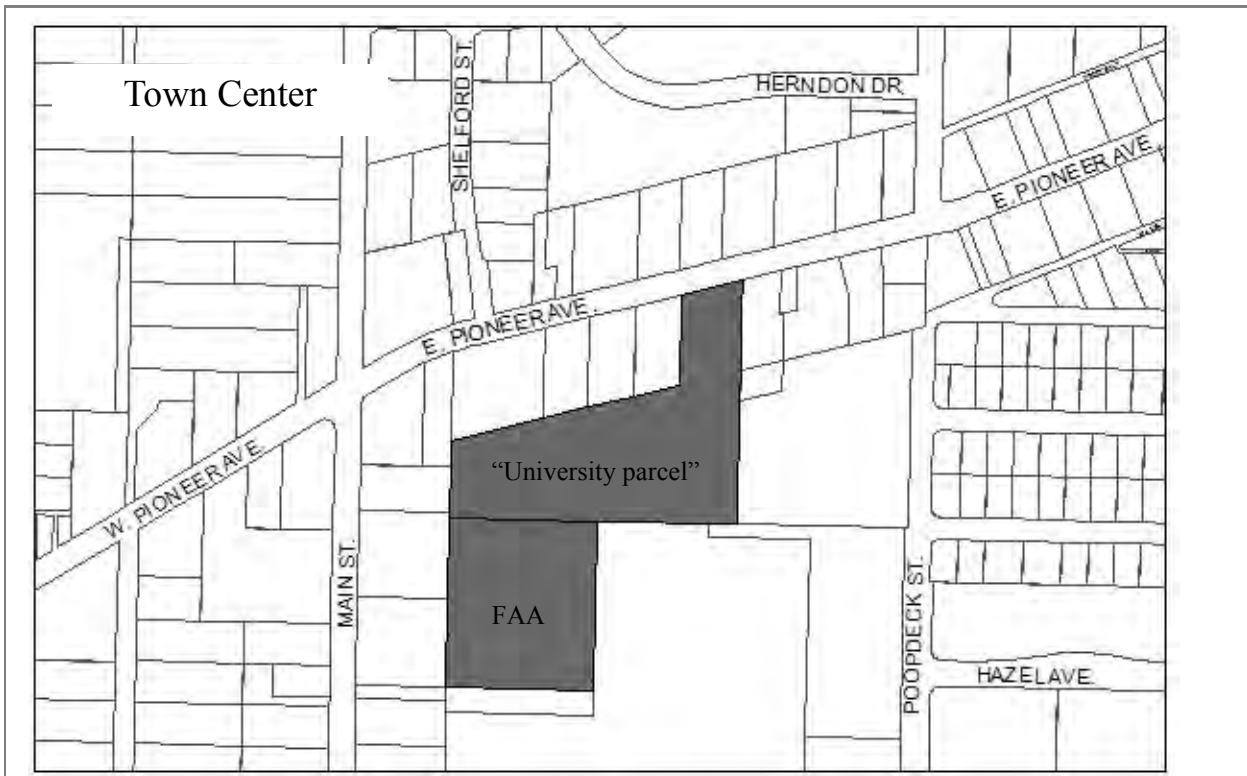
Designated Use: Sewage Treatment	
Acquisition History: see below	
Area: 4.08 acres	Parcel Number: 177140 14, 15
2019 Assessed Value: \$3,275,100 (Land: \$169,100 Structures/Improvements: \$3,243,000)	
Legal Description: T 6S R 13W SEC 20 SEWARD MERIDIAN HM POR PER E1/2 NW1/4 NE1/4 SW1/4 PER D-60-164, T 6S R 13W SEC 20 SEWARD MERIDIAN HM THAT PORTION OF E1/2 NW1/4 NE1/4 SW1/4 PER D-60 @ 05	
Zoning: Central Business District	Wetlands: Yes
Infrastructure: Water and Sewer. Access via PW complex	
<p>Notes: Acquisition: 17414014: Mitchell Warr Deed 1/9/84 17714015: Heath/Whitmore Deed 3-71</p> <p>2008 Resolution 08-48 recommends a replat to vacate common lot lines. Resolution 10-35(A) Replat the Sewer Treatment Plant lots to vacate the common lot line. Staff note: additional funding is required to pay for replatting.</p> <p>Lower section within a FEMA mapped flood hazard area.</p>	
Finance Dept. Code:	



Designated Use: Public Works	
Acquisition History: Heath Dead 3/10/71	
Area: 30 acres	Parcel Number: 17714016
2015 Assessed Value: \$3,284,500 (Land: \$1,812,100, Structures: \$1,472,300)	
Legal Description: T 6S R 13W 4EC 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	
<p>Notes:</p> <p>Within a FEMA mapped flood hazard area. Lower portion of lot also nominated for inclusion in the Western Hemisphere Shorebird Reserve network, Resolution 15-064. 2015/16: Equipment shed constructed, Conditional Use Permit 15-02.</p>	
Finance Dept. Code:	



Designated Use: South Peninsula Hospital	
Acquisition History:	
Area: 7.12 acres	Parcel Number: 17504024
2019 Assessed Value: \$87,292,800 (Land \$705,800, Structures \$86,587,000)	
Legal Description: HM02008092T06S R13W S18 SOUTH PENINSULA HOSPITAL SUB 2008 Addition Tract A2	
Zoning: Residential Office	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	
Notes: Ordinance 2006-036 leased the land to the Kenai Peninsula Borough for 99 years. Structure is owned by KPB.	
Finance Dept. Code:	



Designated Use: 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. Resolution 14-084 Identifying Homer FAA Site Sub Tract 38A in the Town Center as a Viable Location for a Community Center.

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: Town Center 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: Tidelands
Acquisition History:

Area: 6,784 acres

Parcel Number: 18107001, 17728001, 17528001
 18101025, 18101026

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.

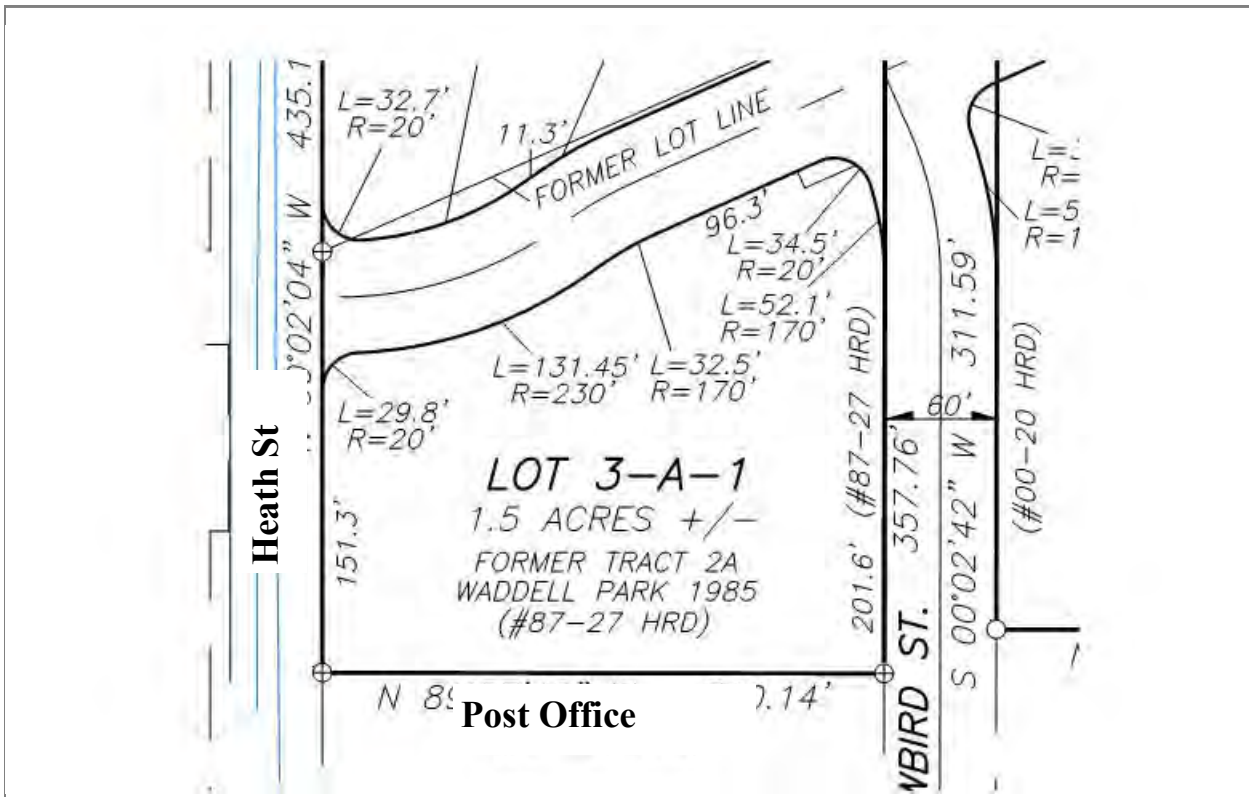
17528001 HM0770064 T06S R14W S30 ALASKA TIDELANDS SURVEY NO 612 POR SEC 23 24 & POR SEC 19 & 30. 1641.24 acres. Assessed Value: \$83,400. City Granted Title 1977 under Preference Right effective 1/3/59 Ord 84-25 Annexed by City.

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: New Police Station Resolution 18-013(A)	
Acquisition History: Purchased	
Area: 1.5 acres	Parcel Number: 17712034
2018 Assessed Value: \$252,800	
Legal Description: T 06S R 13W SEC 20 Seward Meridian HM 2016021 WADDELL PARK 2016 REPLAT LOT 3- A-1	
Zoning: CBD	Wetlands: N/A
Infrastructure: full utilities, Grubstake extension will include paved road and sidewalk.	
Notes: Road construction in 2016. Project funding from State appropriation and matching City HART funds. New police station construction scheduled 2019-2020	
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
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2015 Assessed Value: \$1,400

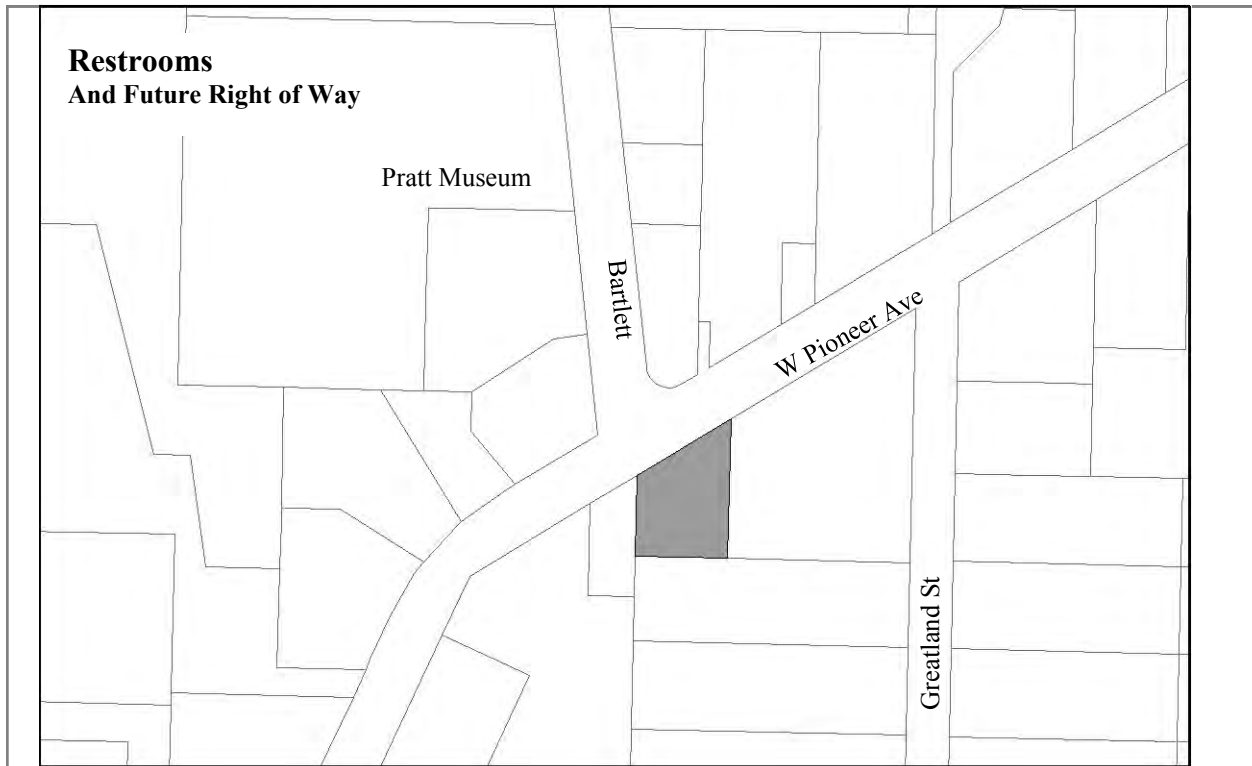
Legal Description: T6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSON SUB AMENDED LOT 46 EXCLUDING HOMER BY-PASS ROAD, T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W R BENSONS SUB AMENDED LOT 47 EXC HOMER BY-PASS RD*

Zoning: Central Business District	Wetlands: Possibly. Lots are steep.
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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: Restroom and Future right of way
Acquisition History: Ordinance 2012-42

Area: 0.27 acres	Parcel Number: 17514301
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2015 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
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Infrastructure: Paved Road, water and sewer

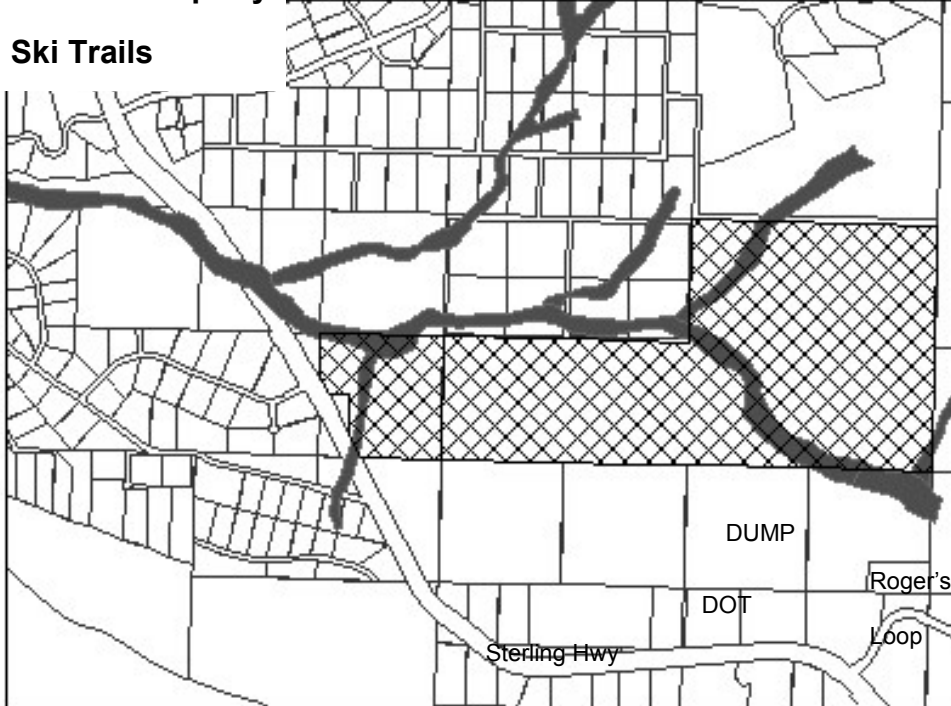
Notes:
 Public restroom constructed 2013-2014
 Future road extension for Bartlett.

Finance Dept. Code:

Section E

Parks + Beaches
Cemeteries + Green Space

Diamond Creek Property



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

2015 Assessed Value: \$325,100

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.

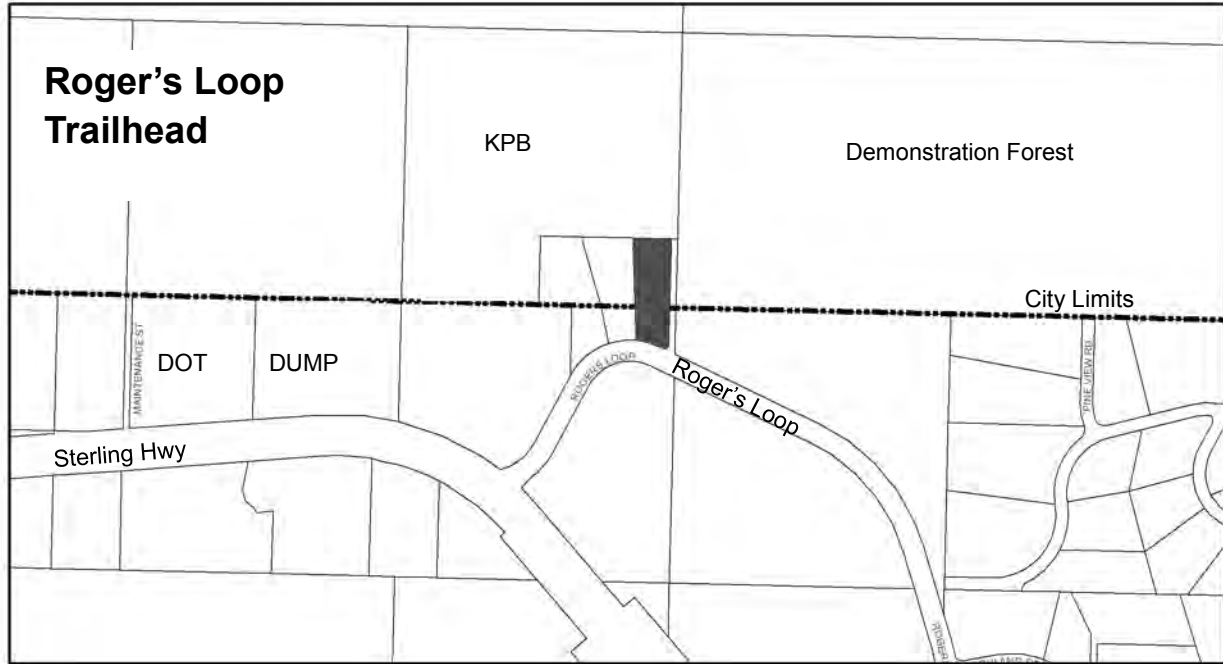
Infrastructure: Limited legal and physical access. Western lot has Sterling Highway frontage.

Notes: Ski trails, managed by Kachemak Nordic Ski Club

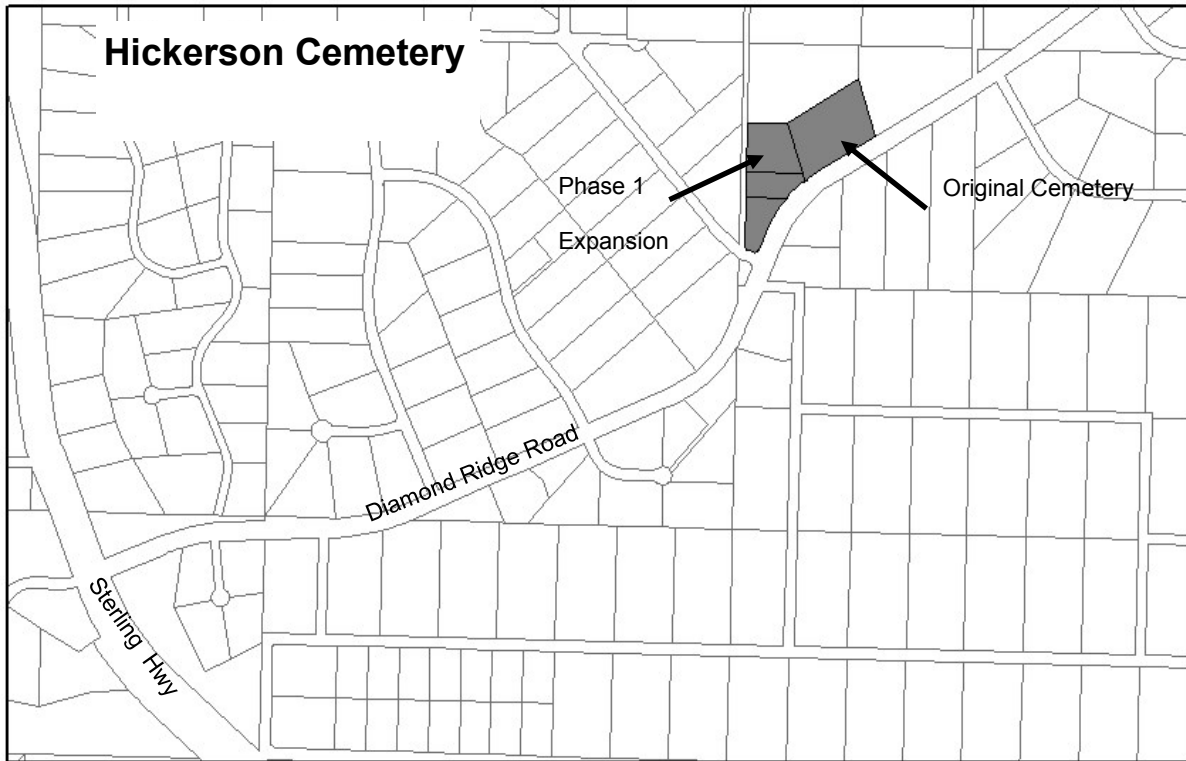
Acquisition notes: the Kachemak Heritage Land Trust purchased the property from the University of Alaska via a Forest Legacy Grant from the state of Alaska. The City accepted ownership of the land, to keep it for public park land in perpetuity, as required by the grant.

Conservation Easement Resolution 2010-48, Recording# 2010-003220-0
 Resolution 13-055 Adopting the Diamond Creek Recreation Area Plan
 The Plan was accepted by the State of Alaska Forest Legacy Program on 11/19/2014. Management and development of the property must follow the adopted and approved plan.

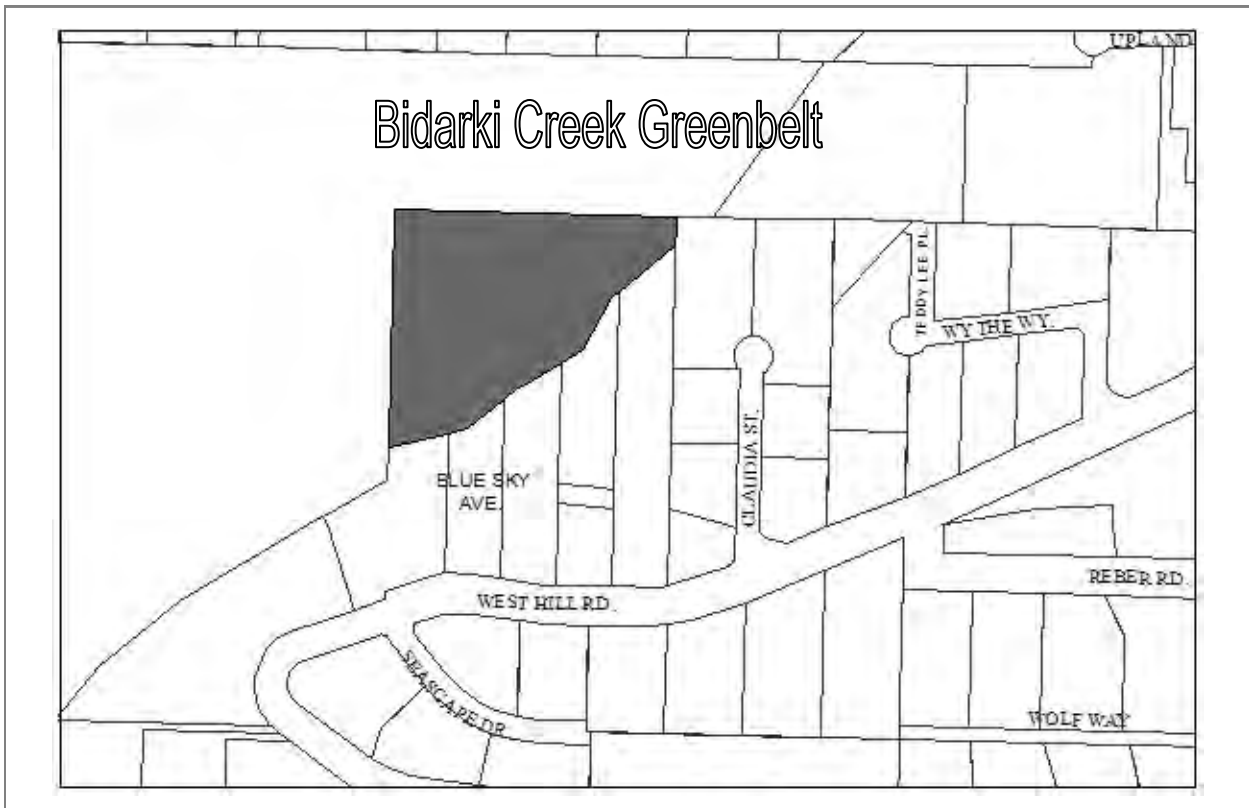
Finance Dept. Code:



Designated Use: Roger's Loop Trailhead	
Acquisition History: Ordinance 14-51(A)	
Area: 2 acres	Parcel Number: 17316066, 1736067
2016 Assessed Value: \$49,300	
Legal Description: T 06S R 14W SEC 15 SEWARD MERIDIAN HM 2011022 BISHOP SURVEY J G EVANS ADDN LOT 1	
Zoning: Rural Residnetial. Lot is split by city limits	Wetlands: none
Infrastructure: Paved road access	
Notes: Purchased in 2016 with HART Trail funds (\$63,465.85). Future trailhead to city owned Diamond Creek lands	
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
2015 Assessed Value: \$196,700 (Land \$184,800, Structure \$11,900)	
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. 2017: Phase 1 cemetery expansion completed.	
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

2015 Assessed Value: \$10,600

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

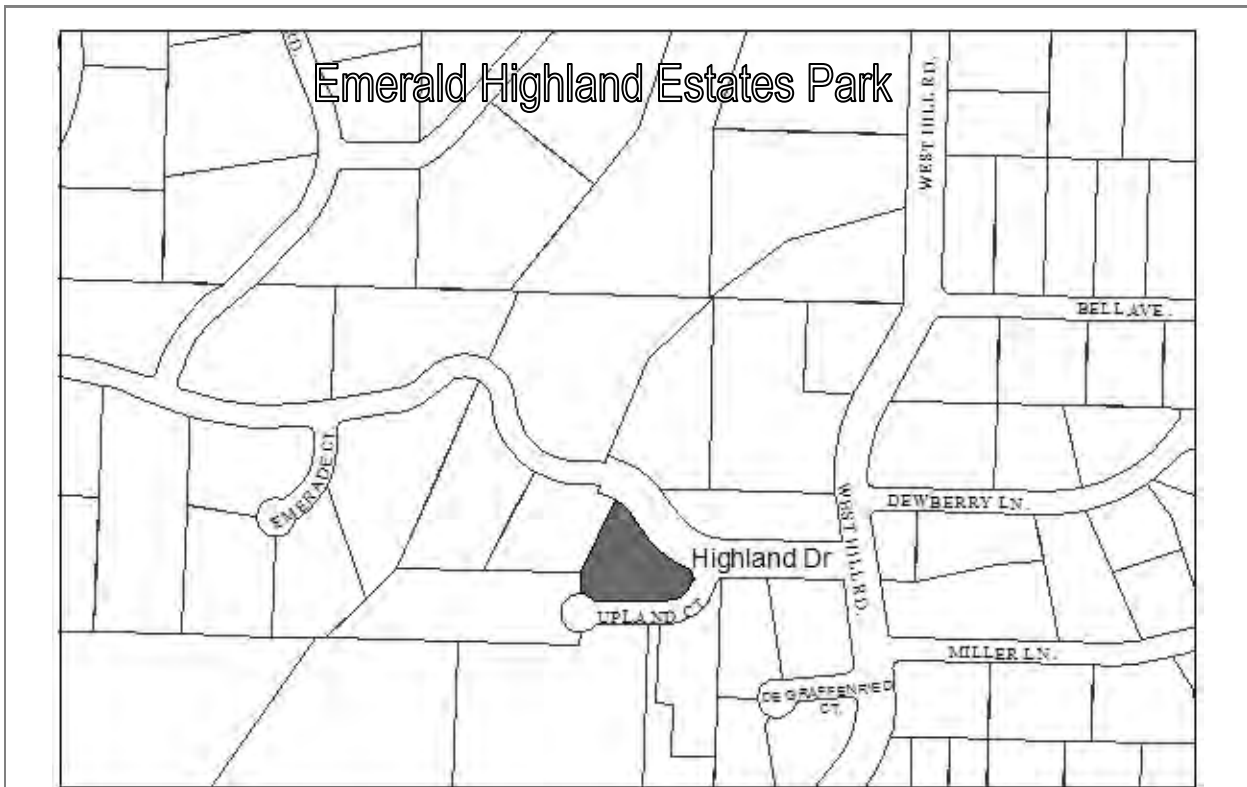
Zoning: Rural Residential

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

2015 Assessed Value: \$50,800

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.

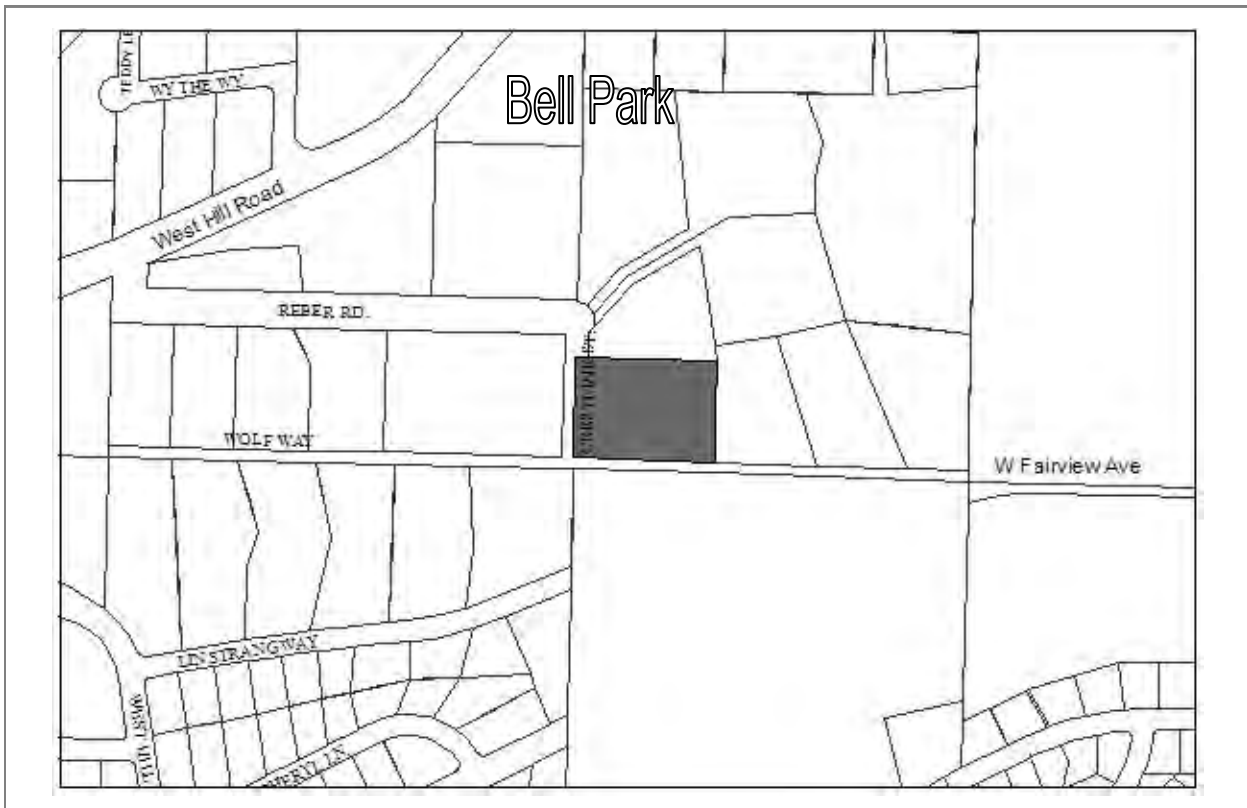
Infrastructure: Gravel road access

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: 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
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2019 Assessed Value: \$90,200

Legal Description: HM0700402 T06S R13W S18 TRACT E W R BELL SUB

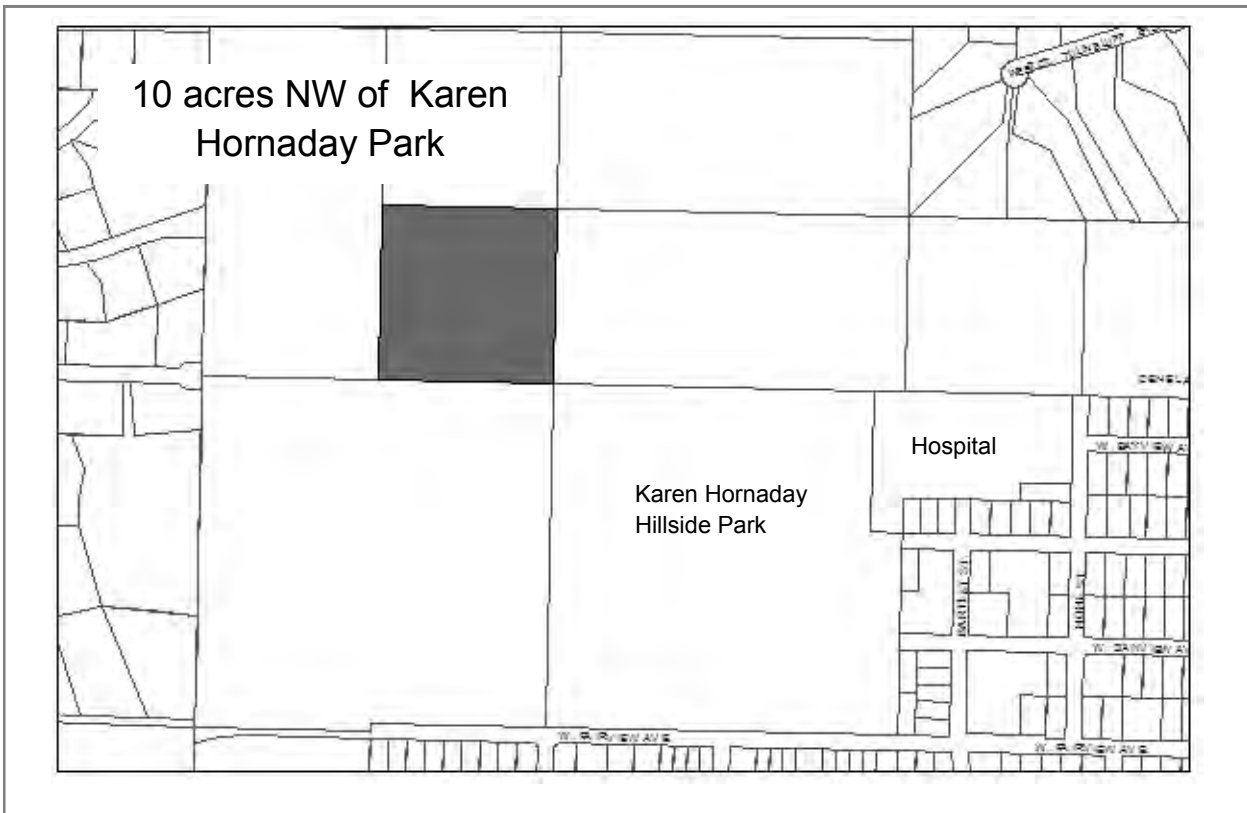
Zoning: Rural Residential	Wetlands: Drainages on lot.
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Infrastructure: Gravel road access. Rough trails across property.

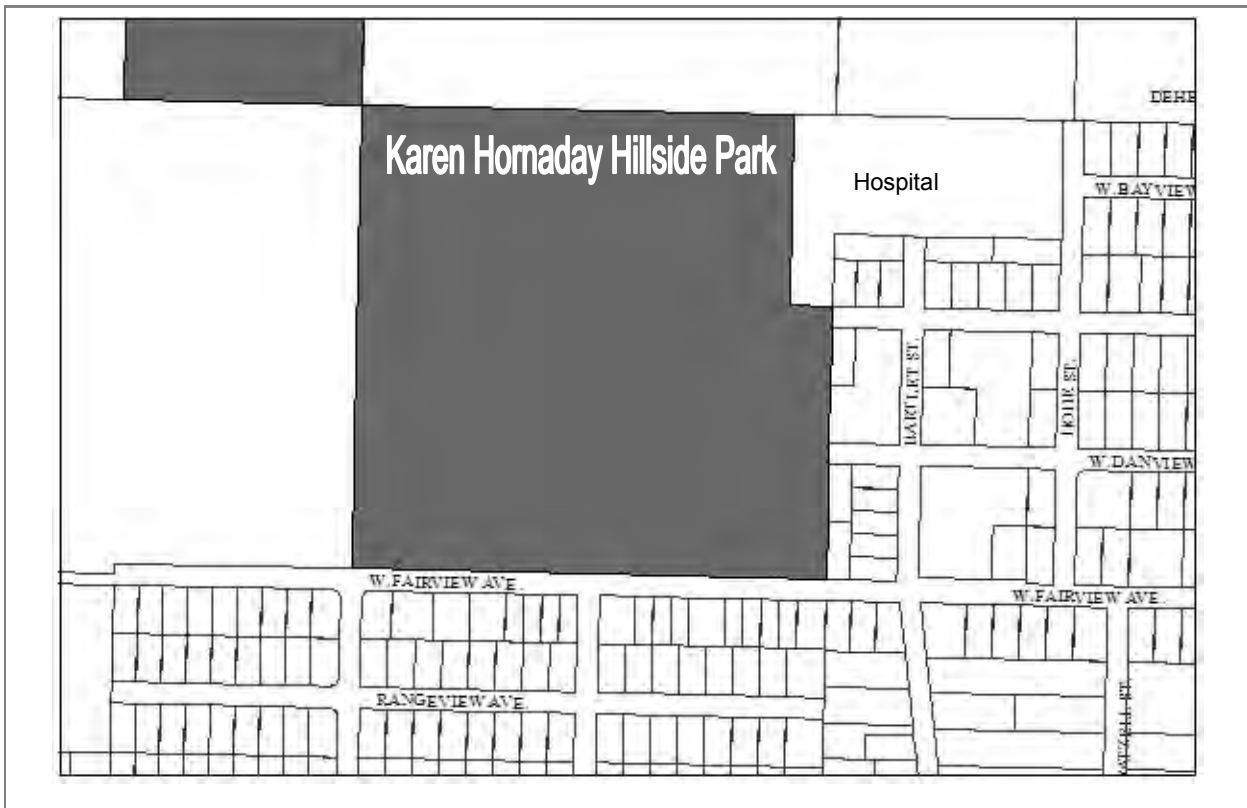
Notes:
 Park contains the gravesite of W.R. Bell.
 It can be expected that the land to the south will be come a housing development. Some homes will be accessed from W Fairview Ave.

 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
2015 Assessed Value: \$56,800*	
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 by private appraisal 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
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2015 Assessed Value: \$155,000 (Land \$43,000 Structure \$112,000)

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
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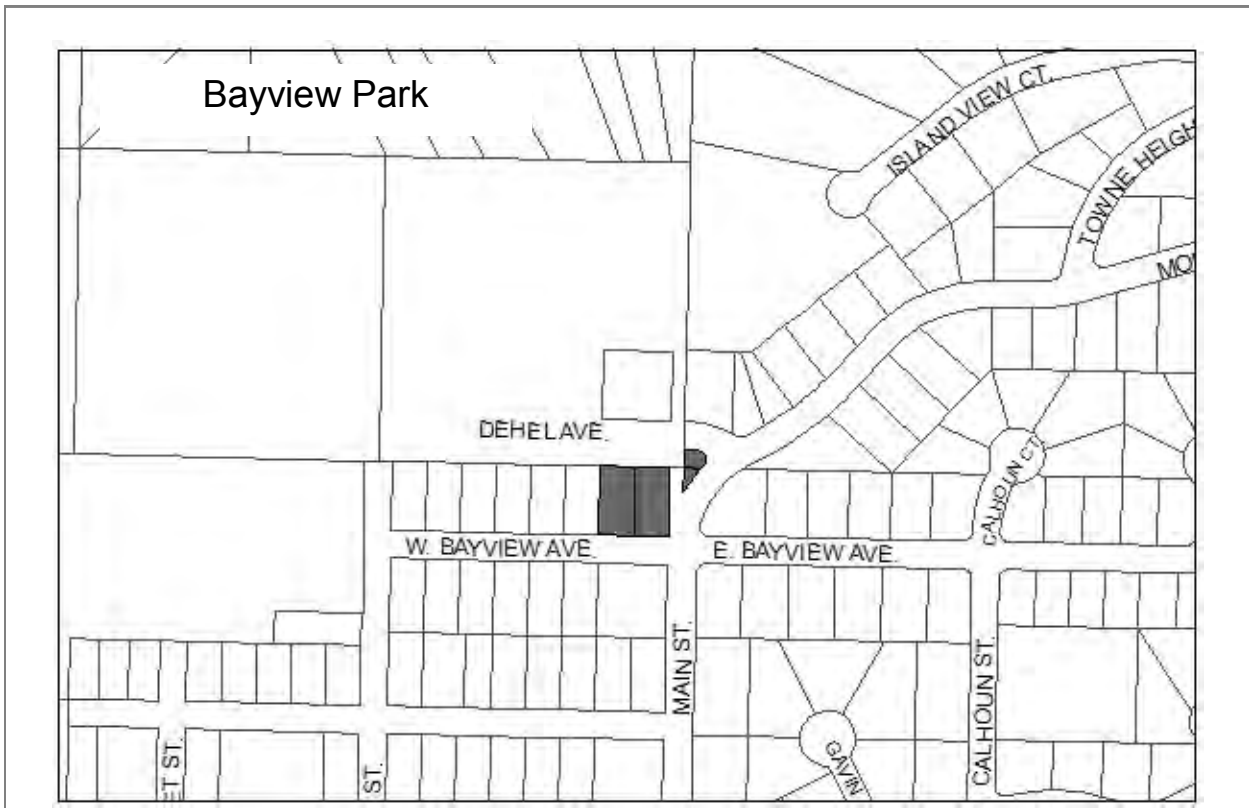
Infrastructure: Water, sewer and road access

Notes: The park has been part of two Land and Water Conservation Fund grants: 1980, #02-00270, and 2011/12, #02-00408. Land to remain parkland in perpetuity.

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.

Area: 0.58 acres total	Parcel Number: 175051 07, 08 17726038, 17727049
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2015 Assessed Value: \$95,900 total

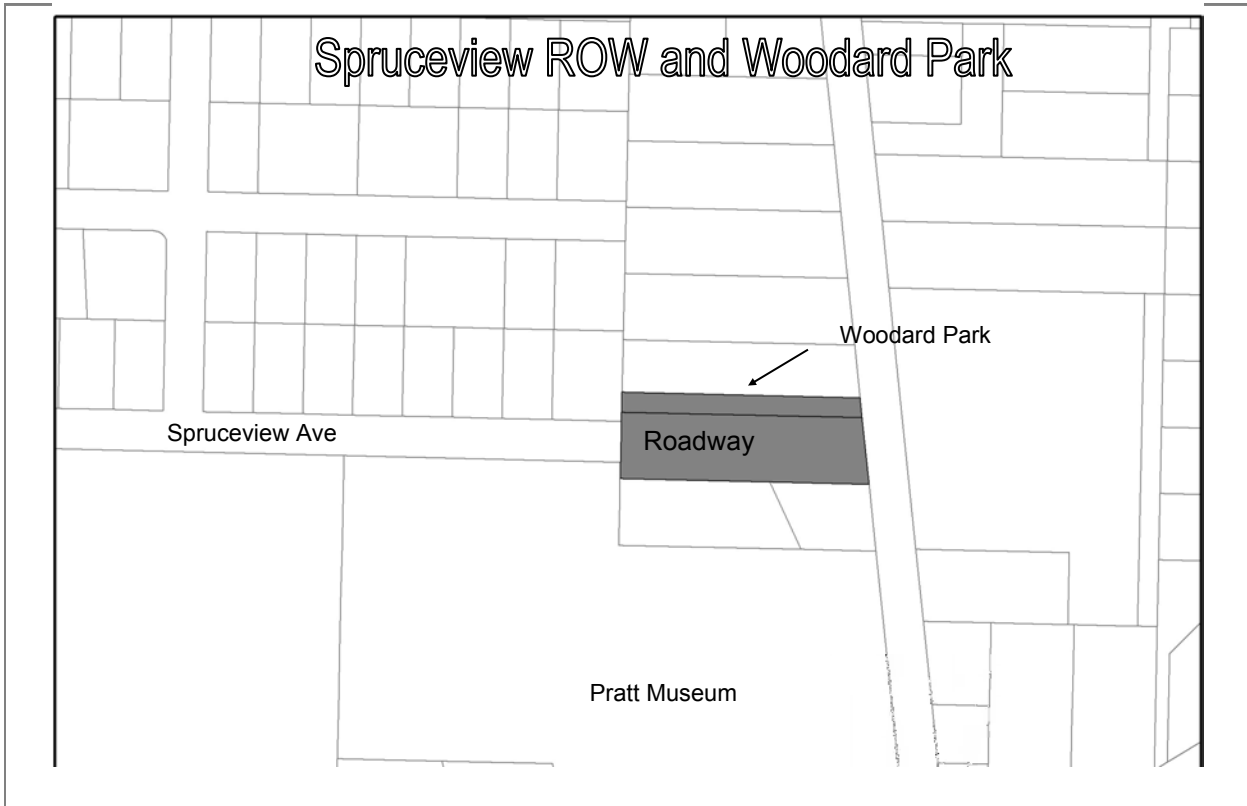
Legal Description: 17505107: HM0562936 T06S R13W S18 TRACT A FAIRVIEW SUB LOT 2
 17505108: HM0562936 T06S R13W S18 TRACT A FAIRVIEW SUB LOT 1
 17726038: HM0760026 T06S R13W S17 KAPINGEN SUB UNIT 3 PARK RESERVE
 17727049: HM0770065 T06S R13W S17 ISLAND VIEW SUB PARK

Zoning: Urban Residential	Wetlands: N/A
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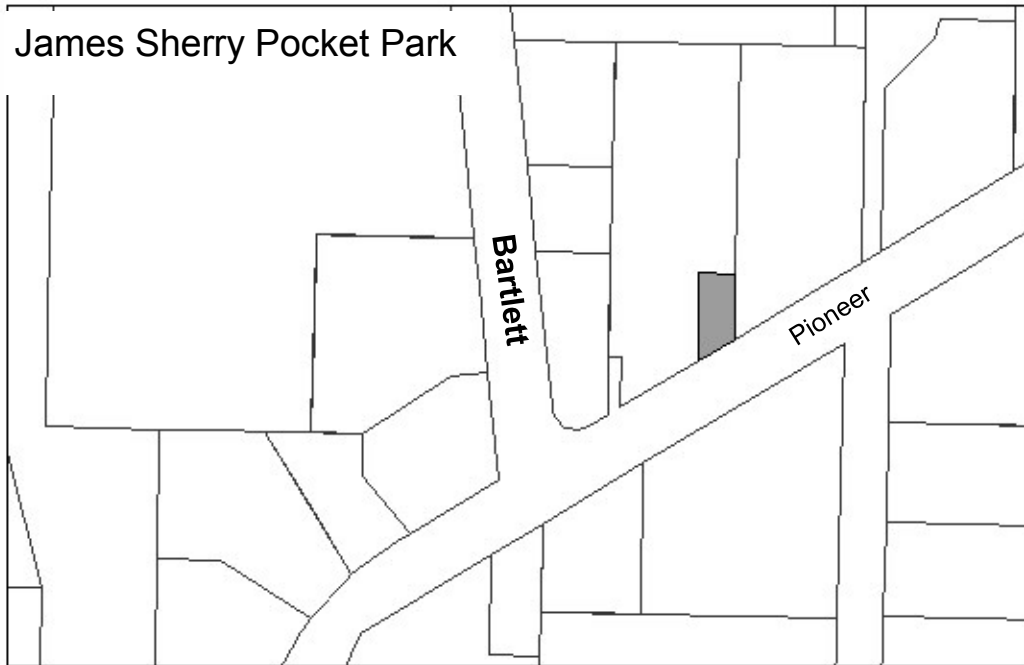
Infrastructure: Paved road access, water, sewer

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
2015 Assessed Value: ROW: \$79,700, Park: \$40,600	
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

2015 Assessed Value: \$13,100

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

Zoning: Central Business District

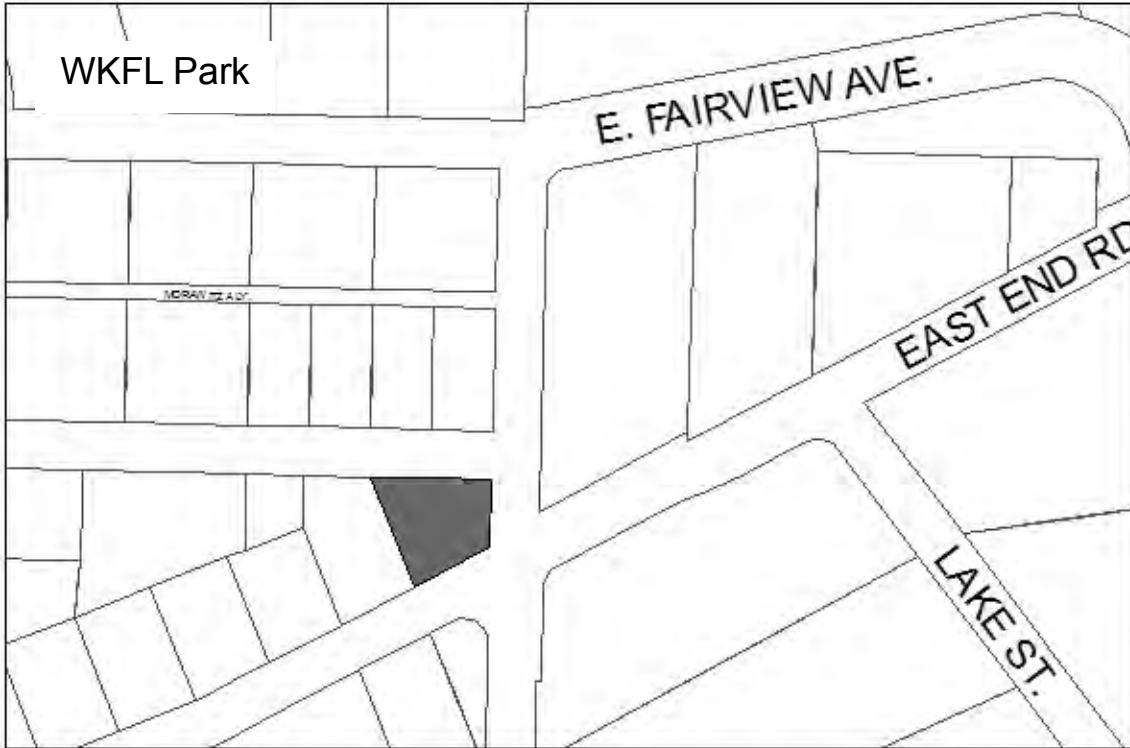
Wetlands: Ditch across property

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
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2015 Assessed Value: \$70,300

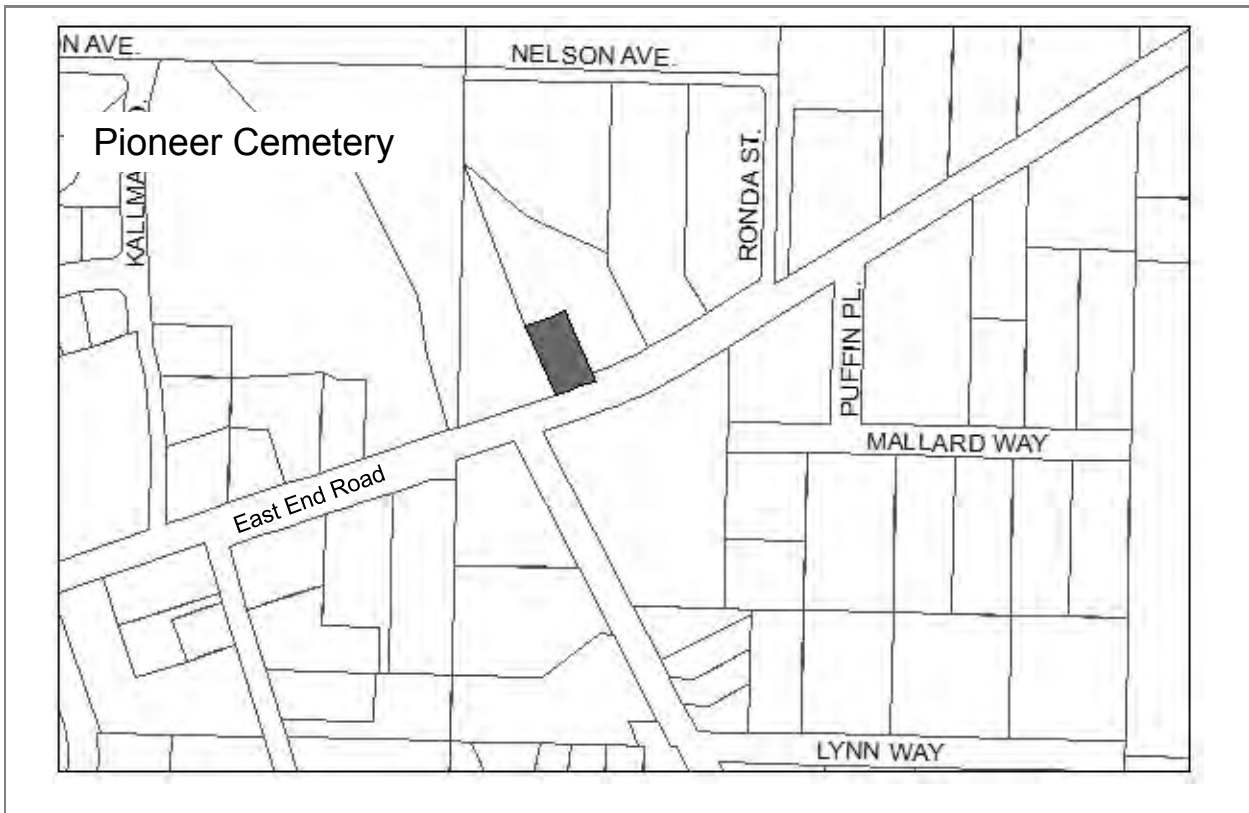
Legal Description: Glacier View Subdivision No 1 Replat of Lots 1, 8 & 9, Block 4 Lot 9-A

Zoning: Central Business District	Wetlands: N/A
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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
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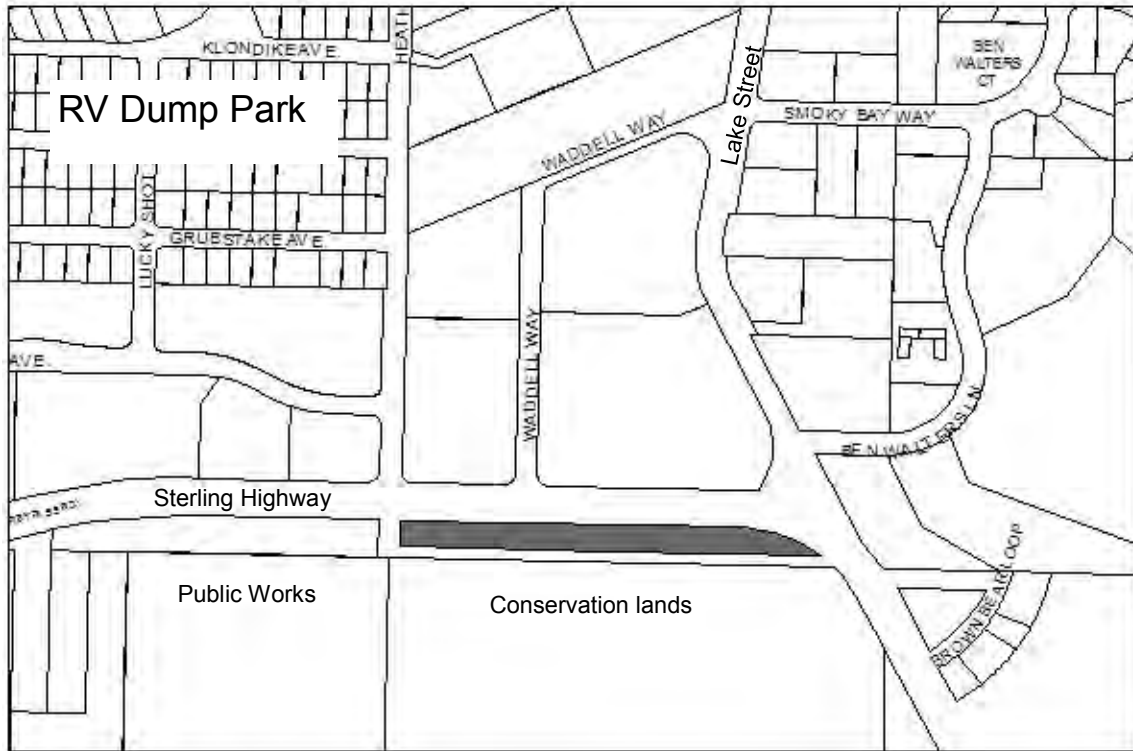
2009 Assessed Value: \$26,400

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

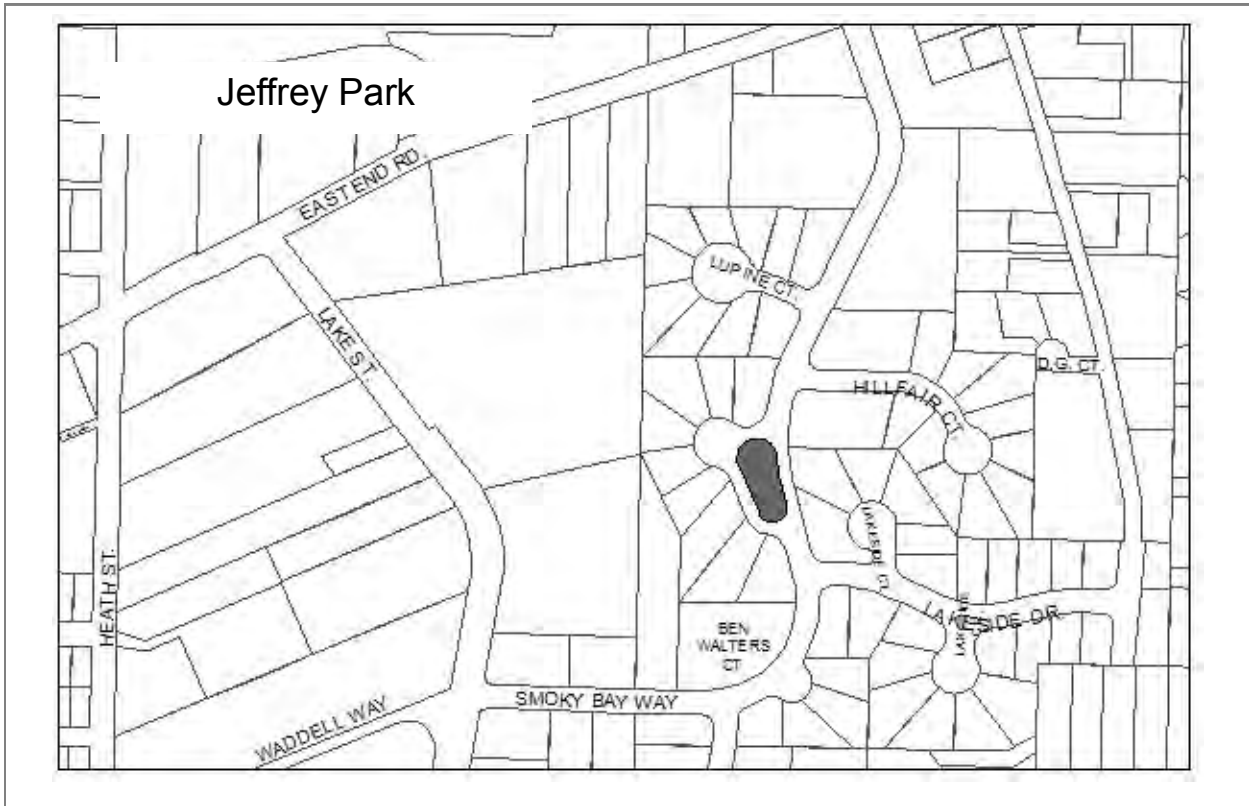
Zoning: Residential Office	Wetlands: N/A
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Infrastructure: Paved Road

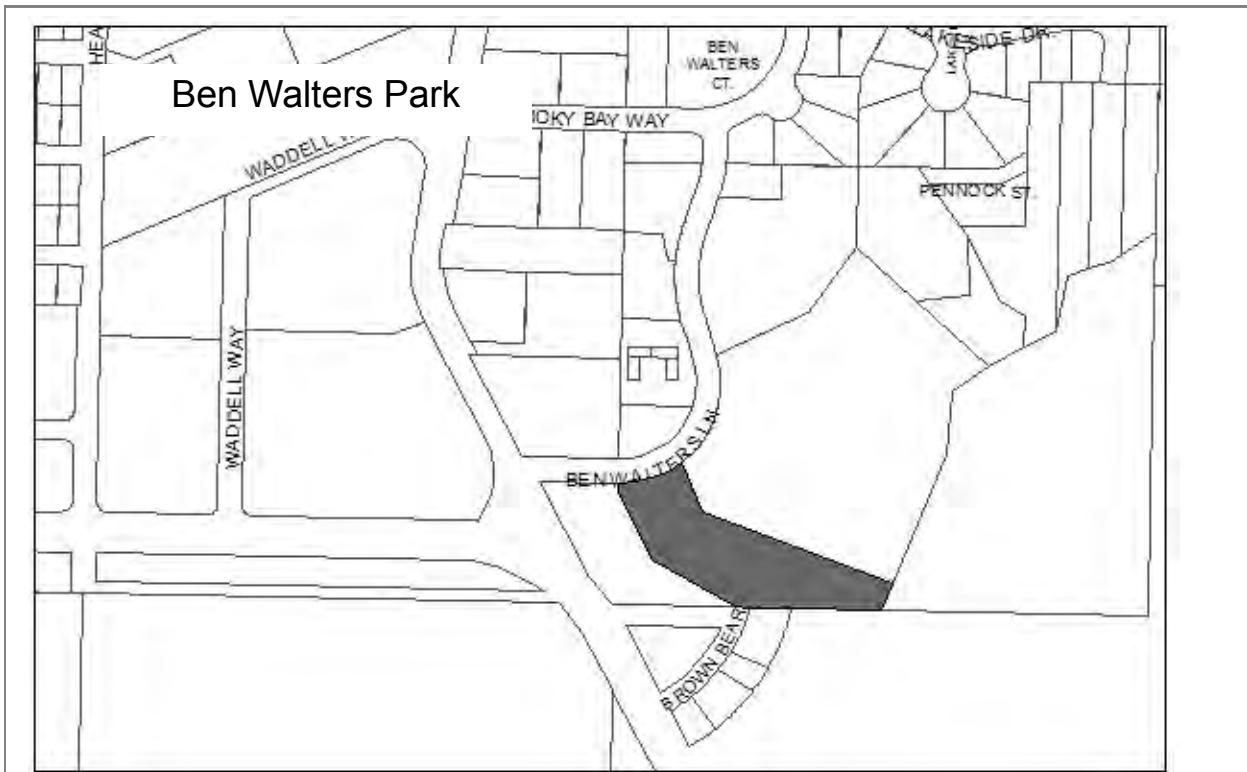
Finance Dept. Code:



Designated Use: RV Water/Dump station	
Acquisition History: Deed states "Waddell Park Tract"	
Area: 1.73 acres	Parcel Number: 17712014
2015 Assessed Value: \$356,700	
Legal Description: Waddell Subdivision, portion S of Homer Bypass Road	
Zoning: Central Business District	Wetlands:
Infrastructure: Water, Sewer, gravel/paved access	
Notes: Part of Land and Water Conservation Project #02-00263.4, signed January 1983. Land to remain in park status in perpetuity.	
Finance Dept. Code:	



Designated Use: Public Purpose/Greenbelt/Jeffrey Park	
Acquisition History: Ordinance 83-27 (KPB)	
Area: 0.38 acres	Parcel Number: 17730251
2015 Assessed Value: \$51,200	
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
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2009 Assessed Value: \$493,200 (Land \$493,200, Structure \$44,200)

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

Zoning: Central Business District	Wetlands: 3664 Ben Walters Lane
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Infrastructure: Paved Road, water and sewer. Public restrooms, covered fire pit, lake access and dock.

Notes: In May 1982, a project agreement was executed for a Land and Water Conservation Fund project to develop the park. Project #02-00305. Land to remain park in perpetuity.

New swing set installed, 2008. New dock installed in 2009. Brushing and drainage work 2018. playground equipment scheduled for installation 2019

Finance Dept. Code:



Designated Use: Bishop's Beach Park
Acquisition History: McKinley Warrant Deed 1/9/1984

Area: 3.46 acres	Parcel Number: 17714010
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2015 Assessed Value: \$471,700 (Land \$465,300, Structure \$6,400)

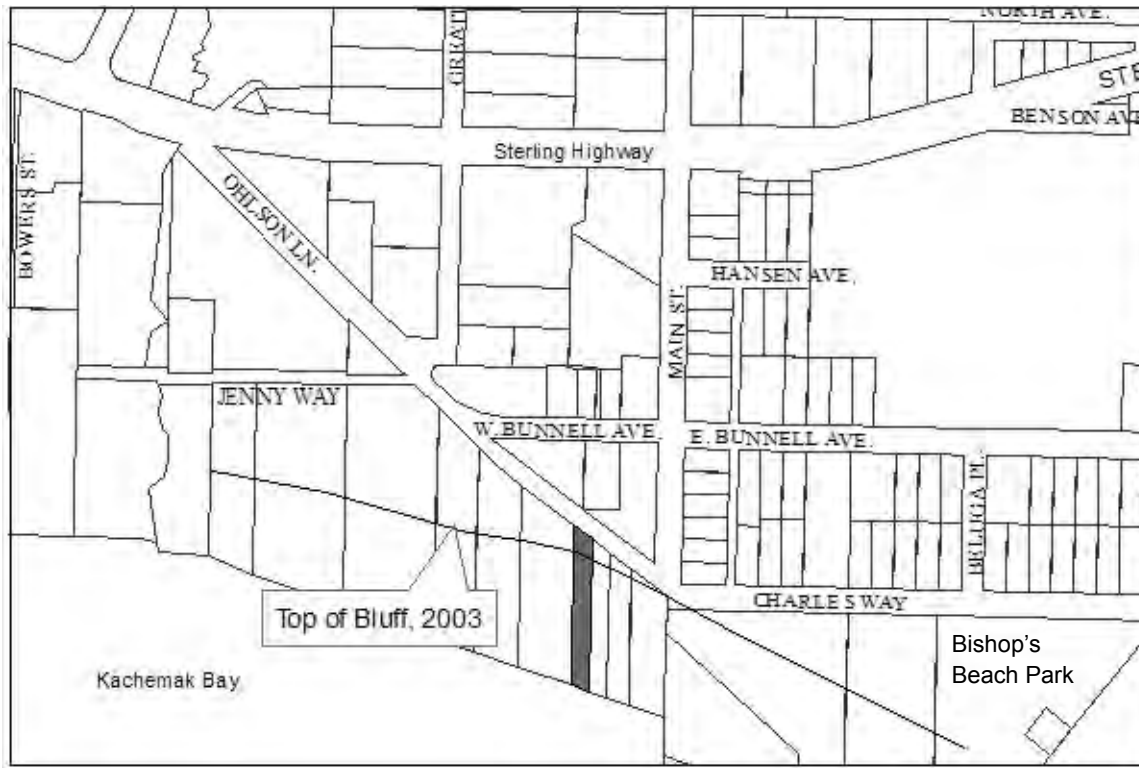
Legal Description: HM T06S R13W S20 PTN GL 2 BEGIN S 1/16 CORNER SECS 19 & 20 & NW CORNER LOT 2 TH S 89 DEG 57'30" E 600 FT ALONG N BOUND LT 2 TO POB TH S 0 DEG 2' E 391 FT TO CORNER 2 ON MHW KACHEMAK BAY TH S 59 DEG 30' E 150 FT TO CORNER 3 TH N 38 DEG 0' E

Zoning: Central Business District	Wetlands: Some wetlands (along boardwalk). Flood hazard area.
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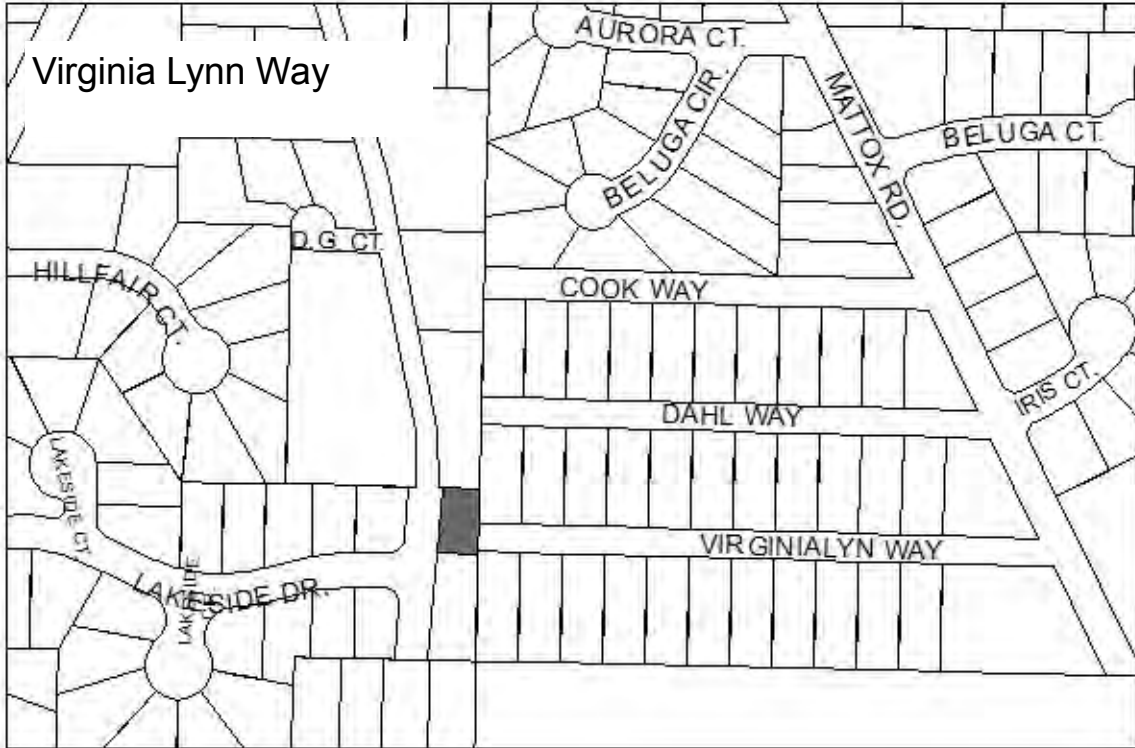
Infrastructure: Paved road access. No water or sewer. City maintained outhouses.

Notes:

Finance Dept. Code:



Designated Use: City Park	
Acquisition History: Donated by Herrick, Resolution 90-7	
Area: 0.32 acres	Parcel Number: 17520009
2015 Assessed Value: \$16,700	
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: Resolution 15-030(A), Designate as park	
Finance Dept. Code: 392.0008	



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

2015 Assessed Value: \$32,100

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 know 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: Jack Gist Ball Park
Acquisition History: Warranty Deed Moss 8/27/98

Area: 14.6 acres	Parcel Number: 17901023
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2015 Assessed Value: \$109,200

Legal Description: HM0990063 T06S R13W S15 JACK GIST SUB LOT 2

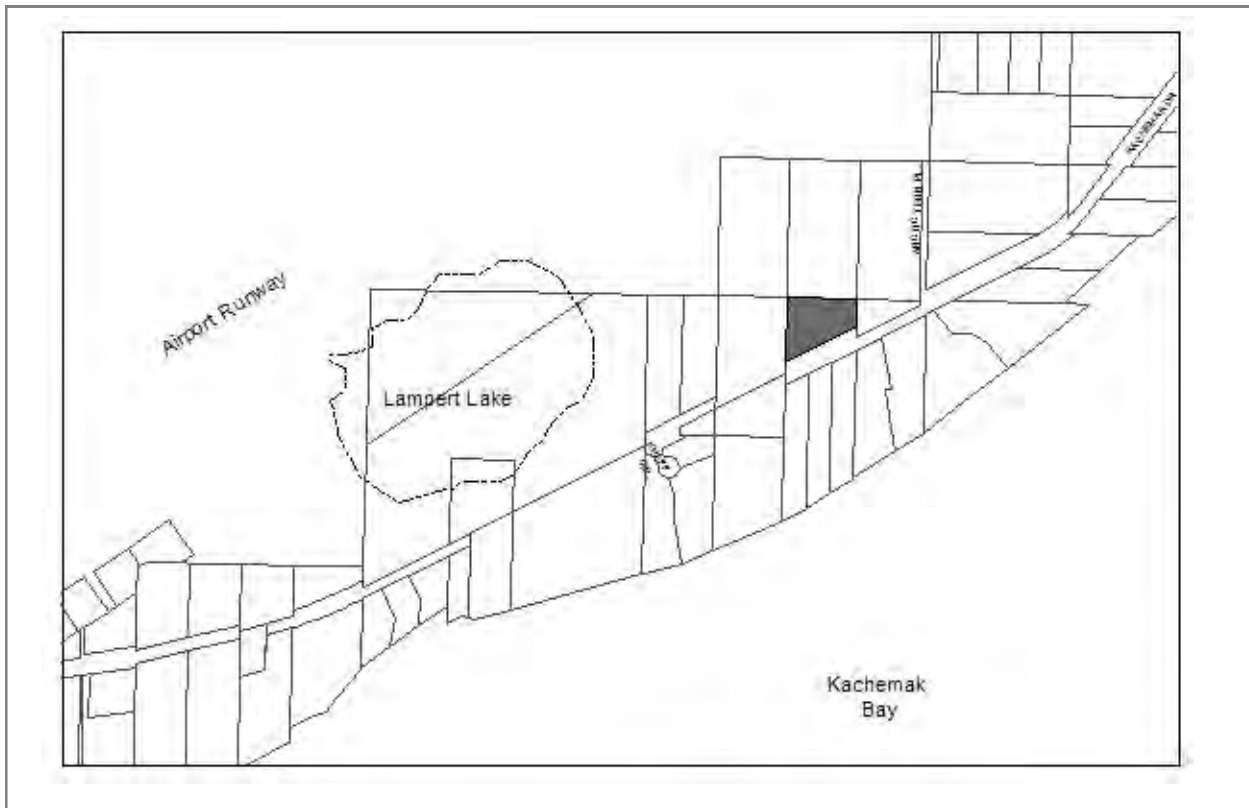
Zoning: Rural Residential	Wetlands: May be present. Site is mostly fill and old dump.
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Infrastructure: Gravel road access.

Notes: Old dump site. Land and Water Conservation Fund Grant Project #02-00369 for construction of 3 ball fields and parking area. Land to remain parkland in perpetuity.

No water or sewer to service the new ball fields. Parking lot constructed in 2006. 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
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2015 Assessed Value: \$31,700

Legal Description: Scenic Bay Lot 4

Zoning: General Commercial 2	Wetlands: 100% Wetlands
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Infrastructure: Paved Road, city water and sewer

Notes: Part of Kachemak Drive Phase 3 water and sewer SAD

Finance Dept. Code:



Designated Use: Resolution 15-030(A): Sell
Acquisition History: Lot 1: Ordinance 97-06(S) KPB

Area: Harry Feyer Subdivision Lot 1: 0.39 acres	Parcel Number: 17911005
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2019 Assessed Value: \$16,000 (lot 1)

Legal Description: Harry Feyer Subdivision Lot 1

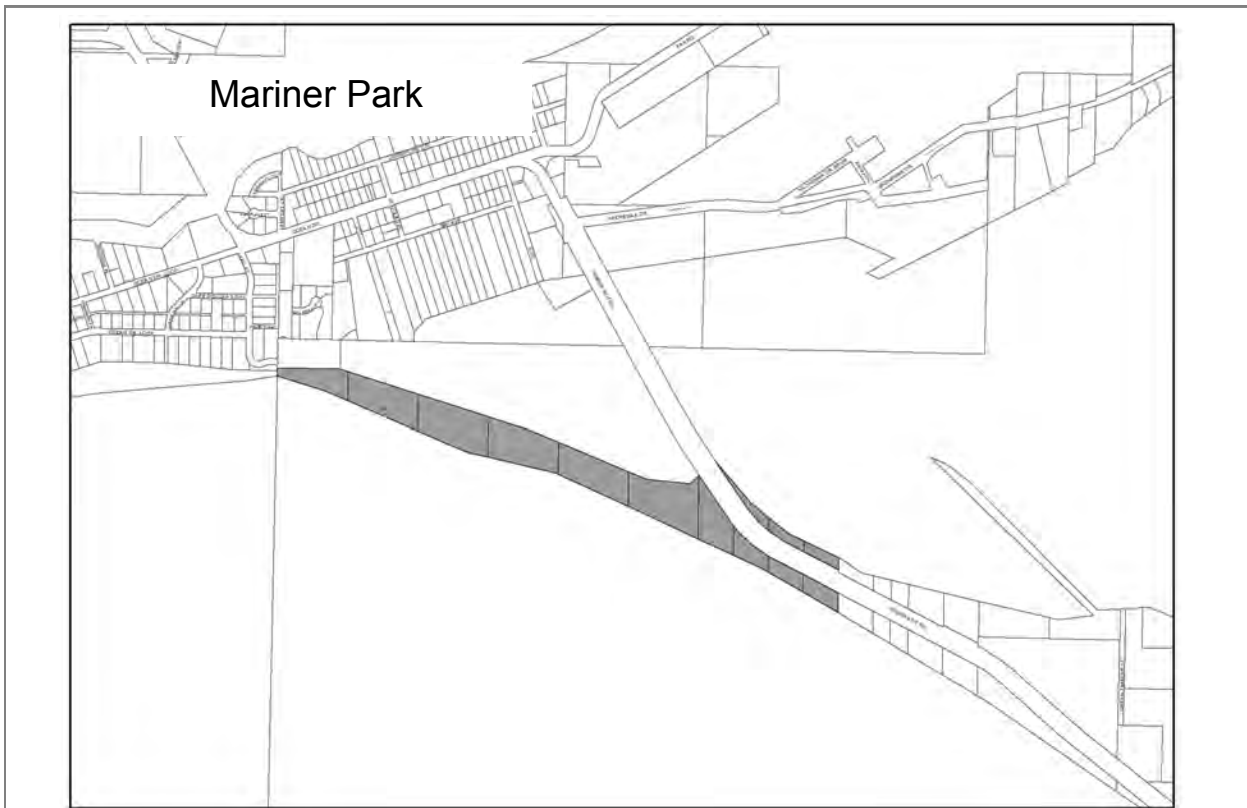
Zoning: Rural Residential	Wetlands: none known
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Infrastructure: Paved Road access, power.

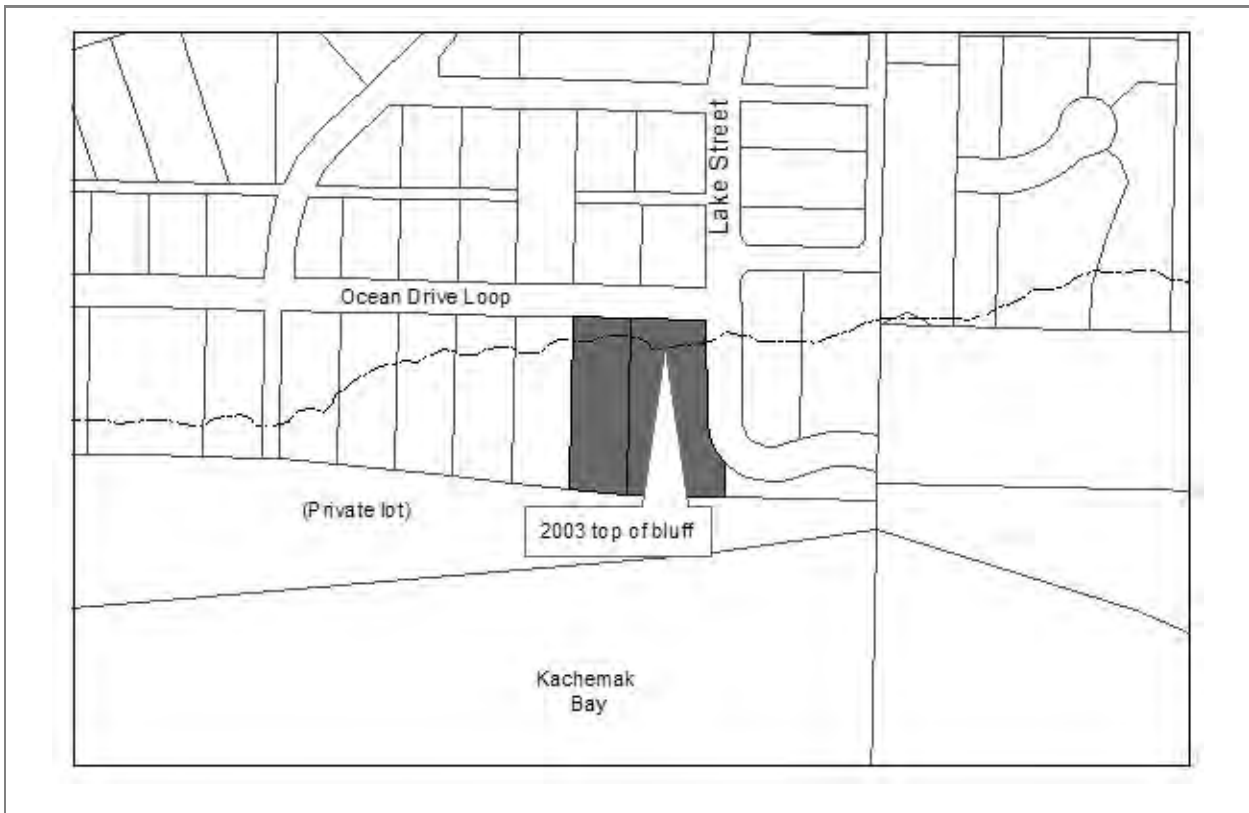
Notes:

Has water and sewer assessments.
 Resolution 15-030(A): For sale. Lot 1 has not yet sold.

Finance Dept. Code:



Designated Use: Park	
Acquisition History: Lot 10: Simmons purchase, 1983. Other are EVOS purchases.	
Area: 32.32 acres	Parcel Number: 18101002-14
2014 Assessed Value: \$272,100	
Legal Description: T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOTS 5-8, 10-15	
Zoning: Open Space Recreation/Conservation	Wetlands: Tidal
Infrastructure: No infrastructure	
<p>Notes: 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/</p> <p>2012 Mariner Park driveway was relocated to the north.</p> <p>Resolution 15-030(A): designate as park.</p> <p>2016: new campground office located at Mariner Park.</p> <p>12/2018: Relocated mouth of Slough away from Campground area</p>	
Finance Dept. Code:	



Designated Use: Open Space (Resolution 2018-035)

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

Area: 1.66 acres

Parcel Number: 177177-06, 07

2018 Assessed Value: \$4,700 (combined value)

Legal Description: Lot 43 and 44, Oscar Munson Subdivision

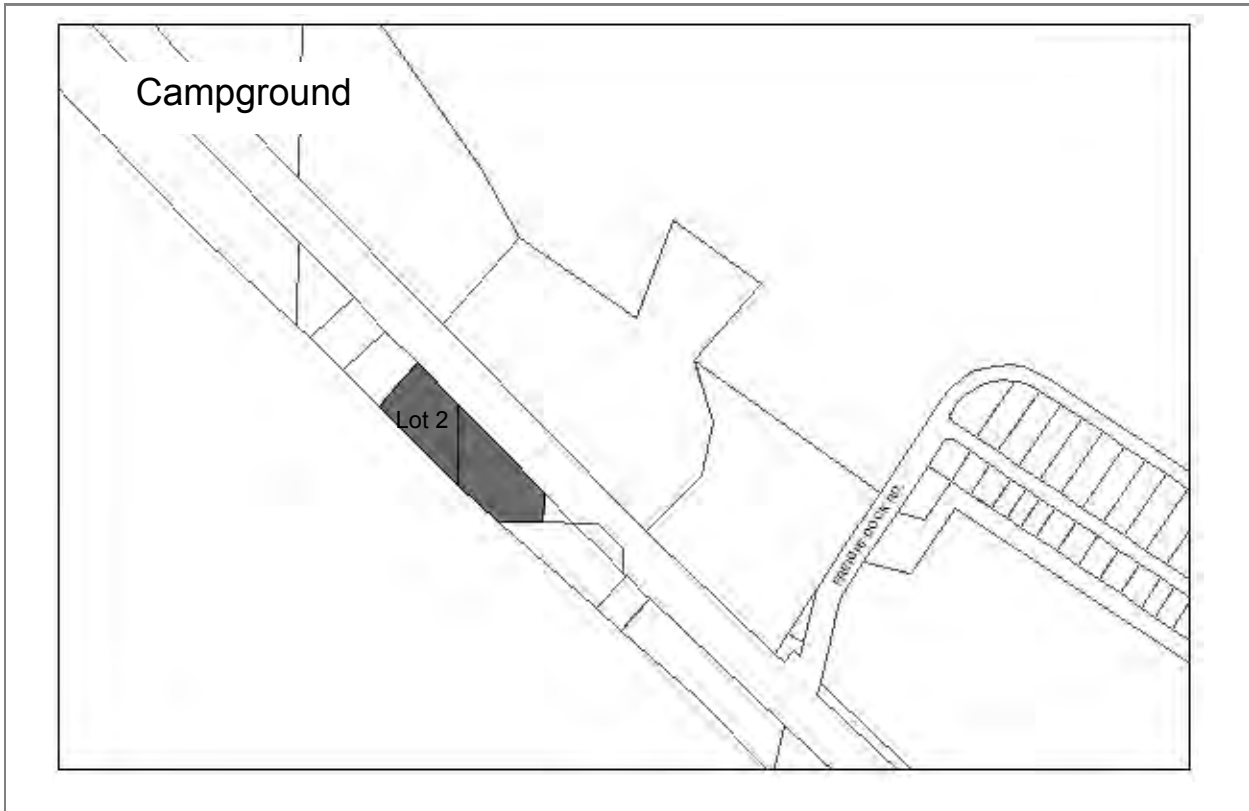
Zoning: Rural Residential

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

Infrastructure: Gravel road, water and sewer, natural gas, 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 SAD assessments on these properties. Contact Finance for payoff amounts.

Finance Dept. Code:



Designated Use: Camping
Acquisition History:

Area: 3.92 acres (2.1 and 1.82 acres)	Parcel Number: 18103101, 02
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2015 Assessed Value: \$427,100 (Includes value of the campground office which was removed in 2016)

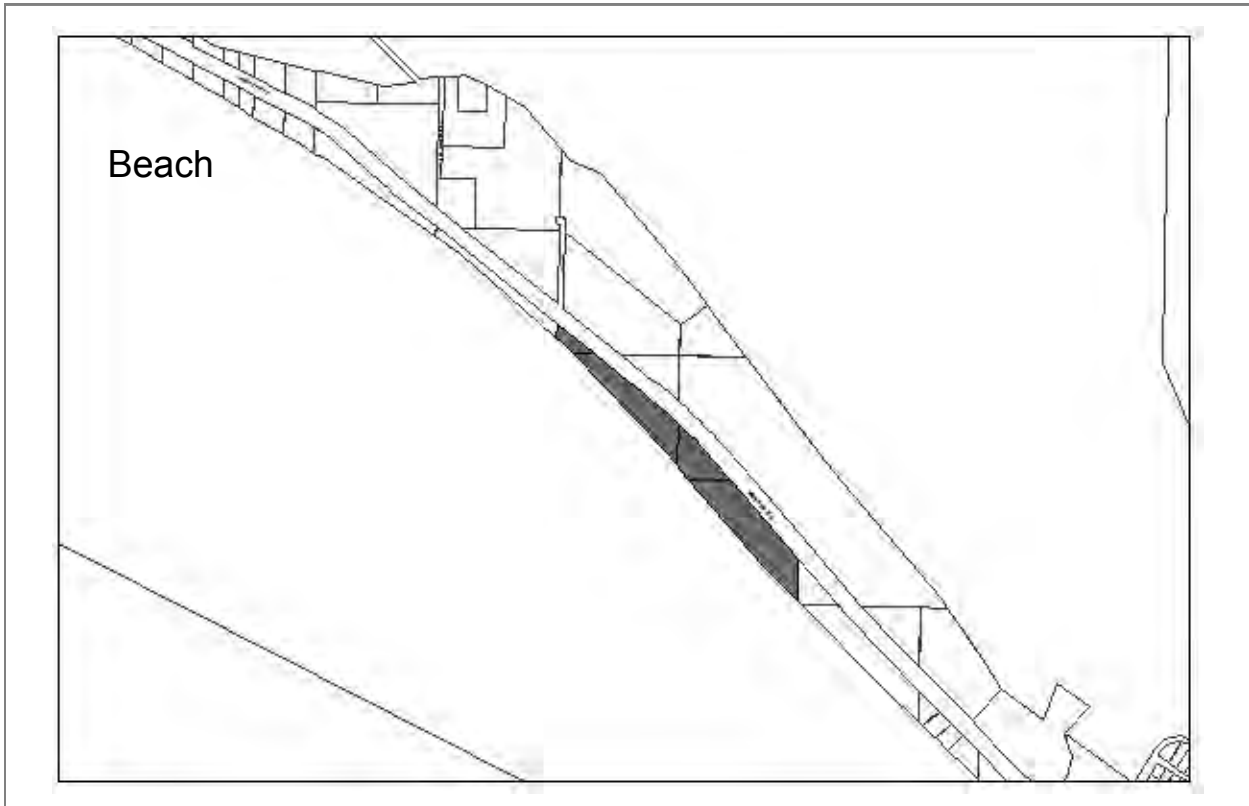
Legal Description: Homer Spit Subdivision Amended Lot 2, and that portion of Government Lot 14 lying south of the Homer Spit Road T6S R13W S35

Zoning: Open Space Recreation.

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.
 2016: Campground office sold and removed due to repeated erosion and storm damage.
 2018: Campground closure due to erosion

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
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2015 Assessed Value: \$388,300

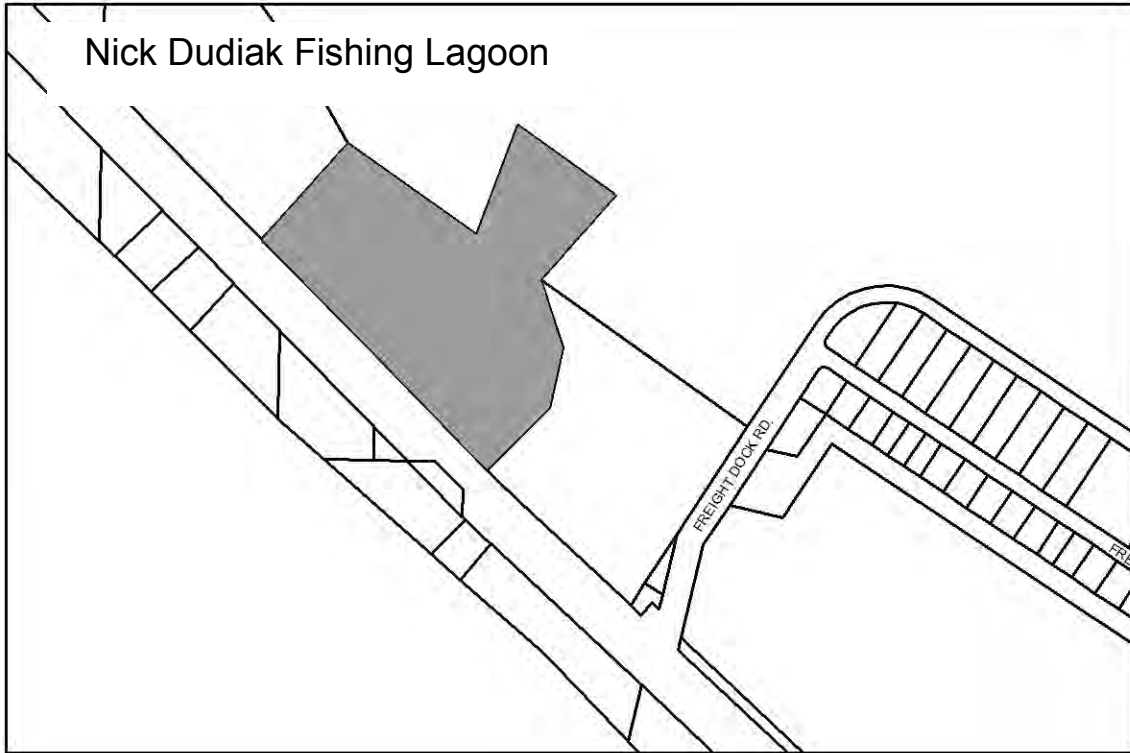
Legal Description: T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 1,2, Sec 34 Lot 1, lot 6 SW of Sterling Hwy Sec 27

Zoning: Open Space Rec	Wetlands: Tidal
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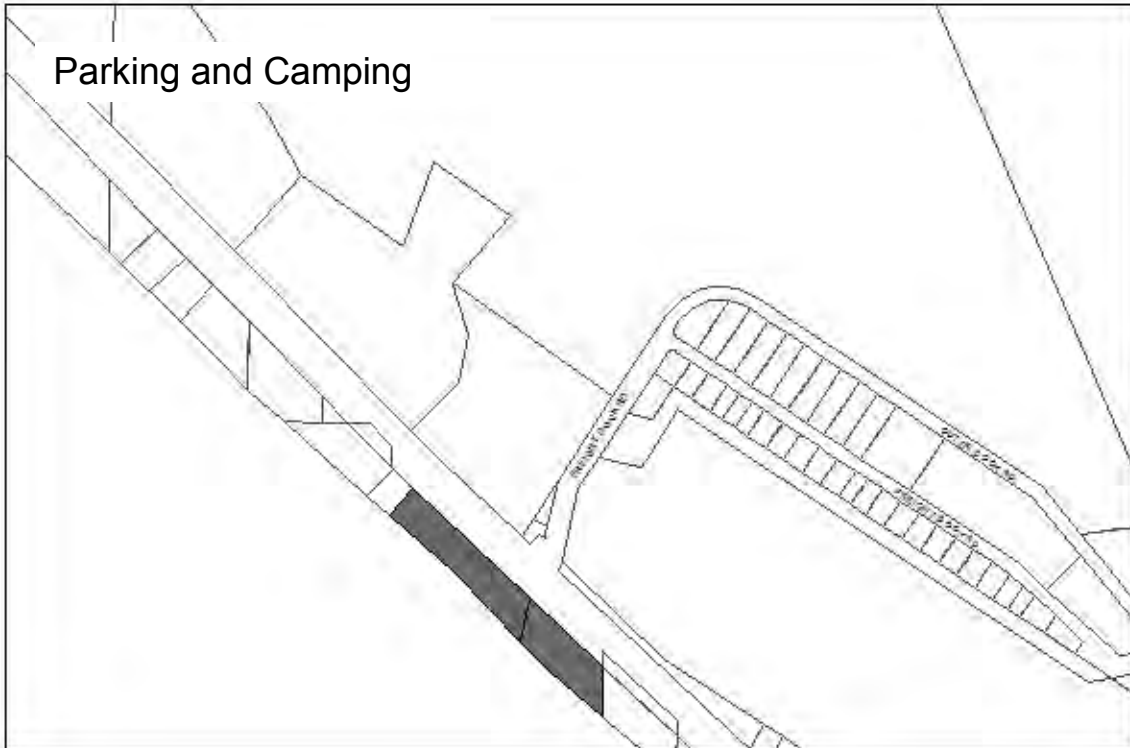
Infrastructure: Paved Road access

Notes:
 Acquisition history of lot 6 should be researched as budget allows

Finance Dept. Code:



Designated Use: Fishing Lagoon	
Acquisition History: Ord 83-26 Purchase from World Seafood	
Area: 17.71 acres	Parcel Number: 18103116
2019 Assessed Value: \$2,482,600	
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.	
<p>Notes:</p> <ul style="list-style-type: none"> • Dredged in 2012 • 2016 construction of Kachemak Bay Water Trail shelter • 2016 new fish cleaning tables built (ADFG funded) • 2018: paved trail extended to fish cleaning tables and water trail pavilion. ADA campsites constructed. 	
Finance Dept. Code:	



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

Area: 5.7 acres

Parcel Number: 18103301, 18103108

2015 Assessed Value: \$757,500

Legal Description: Homer Spit Amended Lots 7 and 9

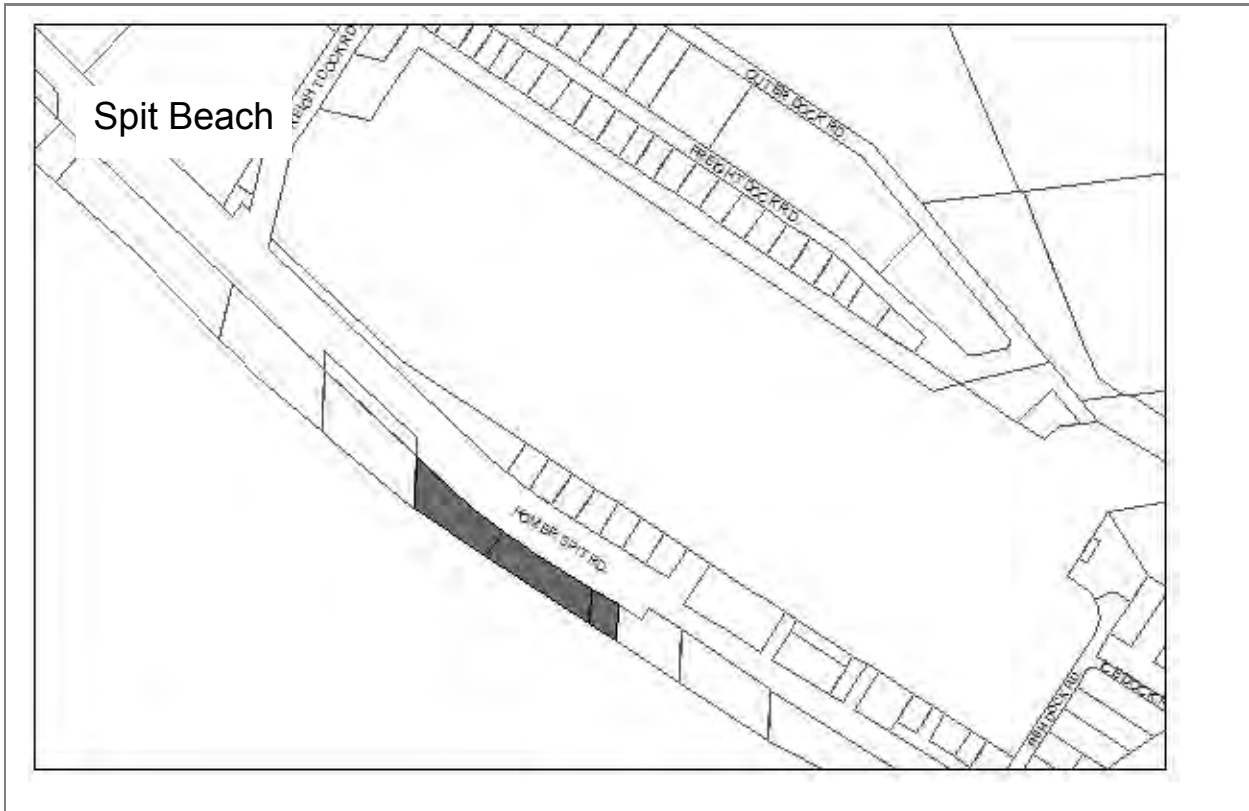
Zoning: Open Space Recreation

Wetlands: N/A

Infrastructure: Paved Road

Continued erosion of campground area

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
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2015 Assessed Value: \$400,800

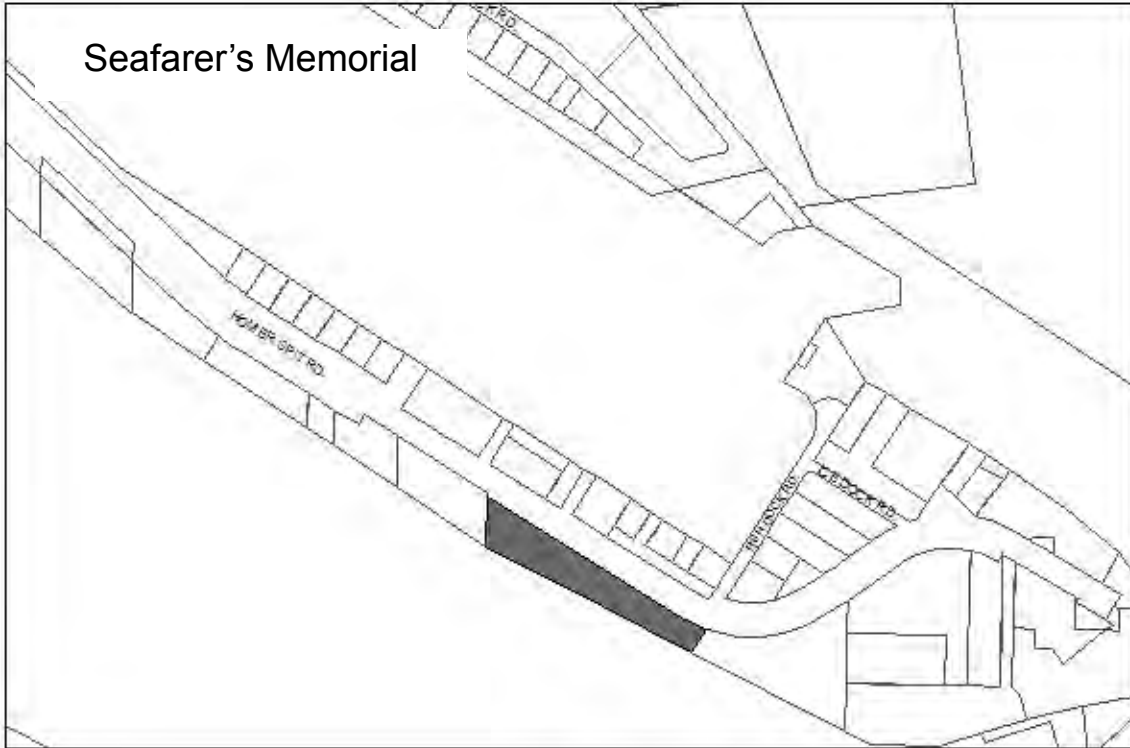
Legal Description: Homer Spit Subdivision Amended Lots 11 and 20. Lot 11B of HM 0640816.

Zoning: Open Space Recreation	Wetlands: N/A
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Infrastructure: Paved Road

Notes:

Finance Dept. Code:



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

Area: 2.52 acres

Parcel Number: 18103401

2019 Assessed Value: \$144,400

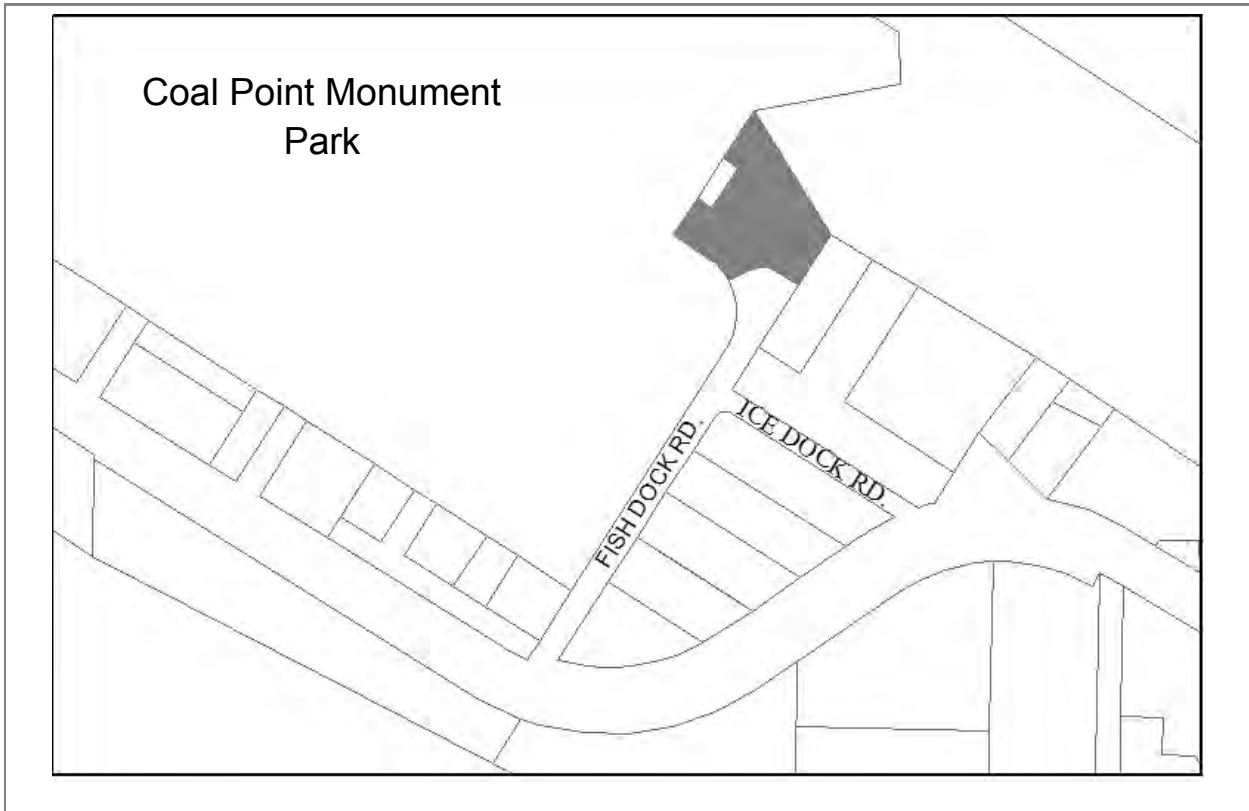
Legal Description: Homer Spit Amended Lot 31

Zoning: Open Space Recreation

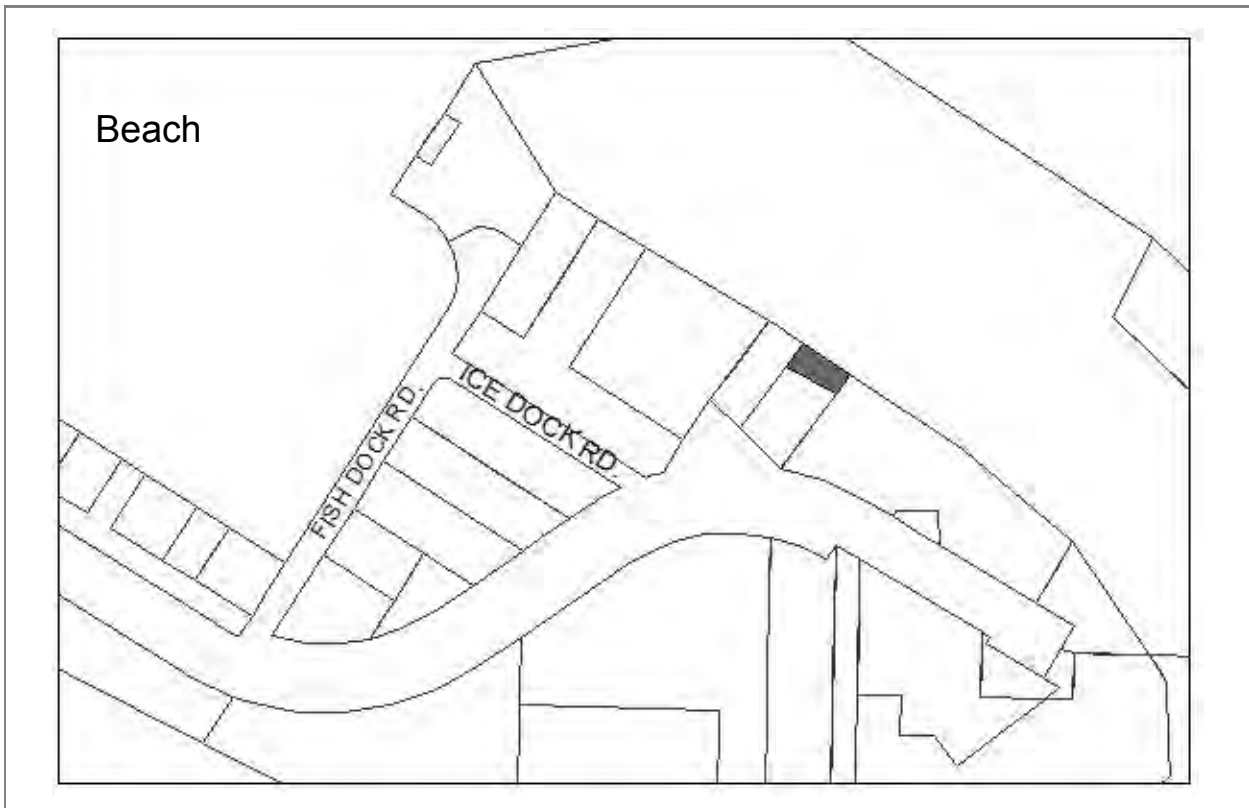
Wetlands: N/A

Infrastructure: Paved Road

Finance Dept. Code:



Designated Use: Park	
Acquisition History:	
Area: 1.09 acres	Parcel Number: 18103426
2015 Assessed Value: \$280,000	
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 parking area	
Notes:	
Finance Dept. Code:	



Designated Use: Beachfront between Icicle and Main Dock
Acquisition History:

Area: 0.11 acres	Parcel Number: 18103446
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2015 Assessed Value: \$44,700

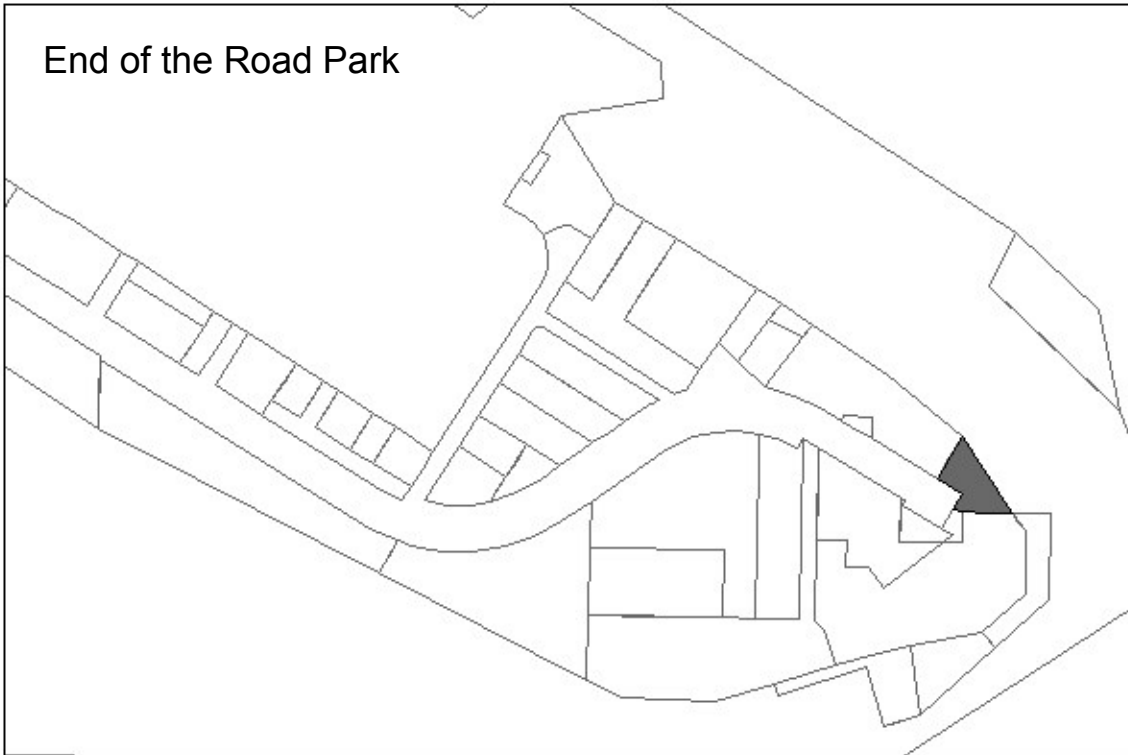
Legal Description: T 7S R 13W SEC 1 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 20 LYING NE OF THE HOMER SPIT RD & BOUNDED ON THE NW BY LOT 43 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE NE BY ATS 612 & BOUNDED ON THE SE BY LOT 45 OF HOMER SPIT SUB AMENDED & BOUNDED ON THE

Zoning: Marine Industrial	Wetlands: N/A tidal, flood plain
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Infrastructure:

Notes:

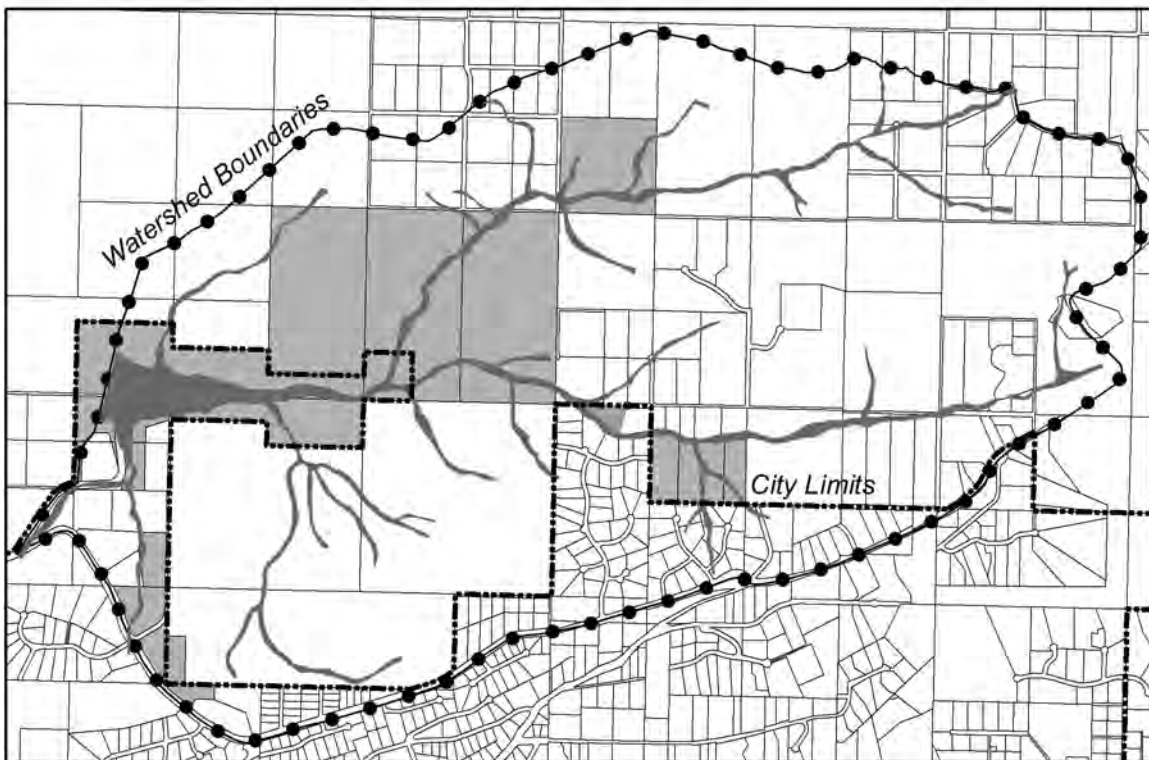
Finance Dept. Code:



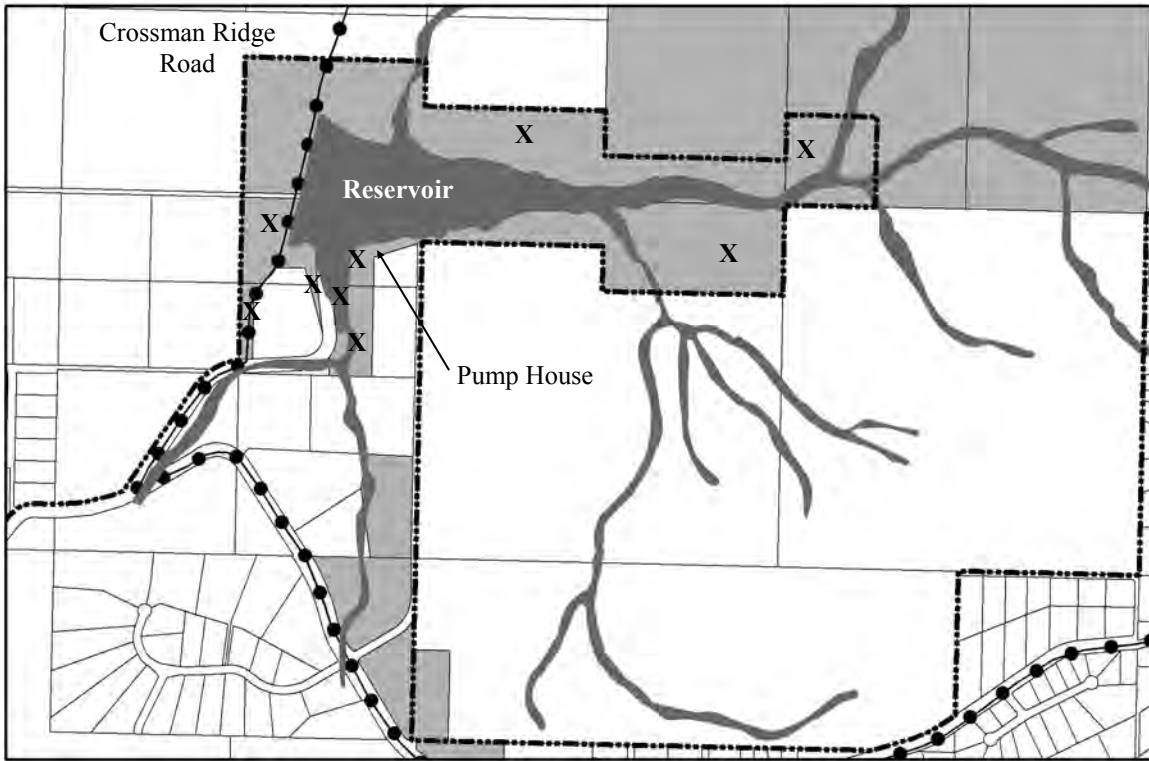
Designated Use: End of the Road Park Resolution 13-032	
Acquisition History:	
Area: 0.43 acres	Parcel Number: 18103448
2019 Assessed Value: \$319,300	
Legal Description: HM0930049 T07S R13W S01 HOMER SPIT SUB NO 6 VELMA'S ADDN LOT 45-B	
Zoning: Marine Industrial	Wetlands: N/A
Infrastructure: Water, sewer, paved road access	Address:
<ul style="list-style-type: none"> • Restroom construction 2013/14, parking lot paved, and spit trail completed • Access easement granted to Land's End for fire egress, due to erosion of beach. • Coastal Erosion occurring, 2018— 	
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 22 lots totaling 438.46 acres with an assessed value in 2016 of \$5,067,300. Lands include conservation purchases from the University of Alaska, Bureau of Indian Affairs, Kenai Peninsula Borough tax foreclosure, private parties, and water system infrastructure such as the reservoir, pump house, and water treatment plant and tanks.



Section updated November 29, 2017



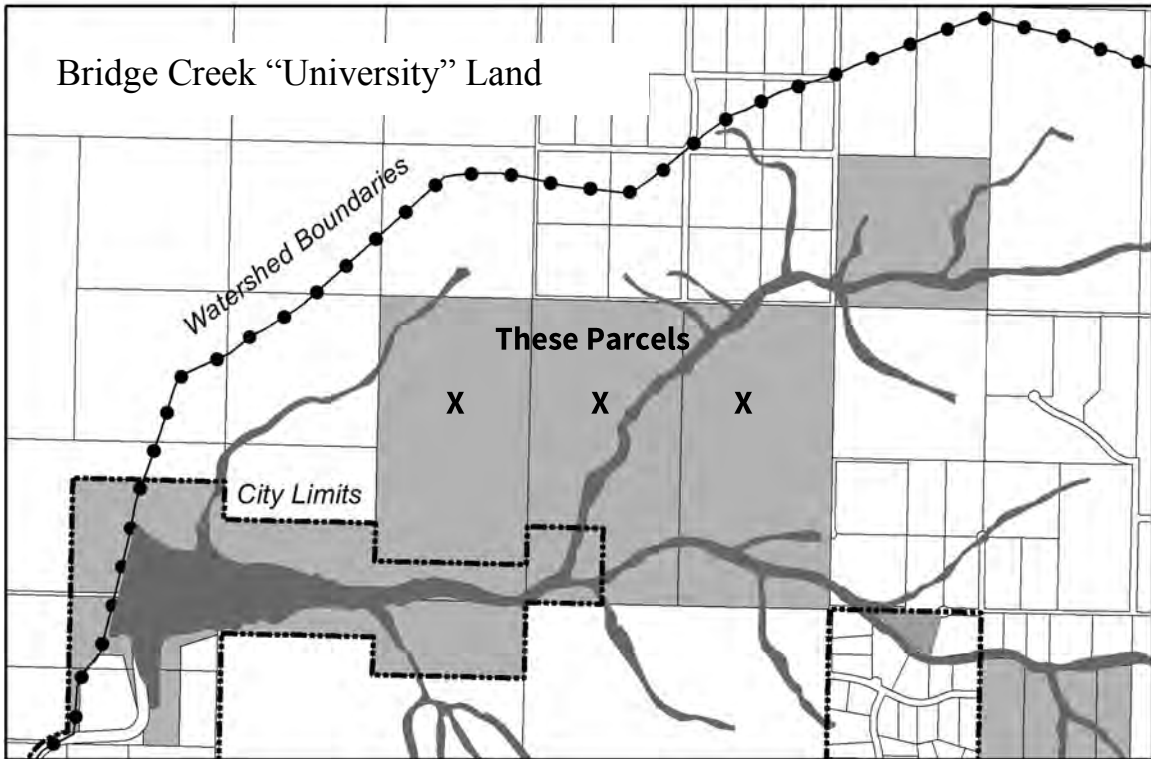
Designated Use: Bridge Creek Watershed, Reservoir and pump house
Acquisition History:

Area: 120.9 acres **Zoning:** Conservation **2015 Assessed Value:** \$323,800

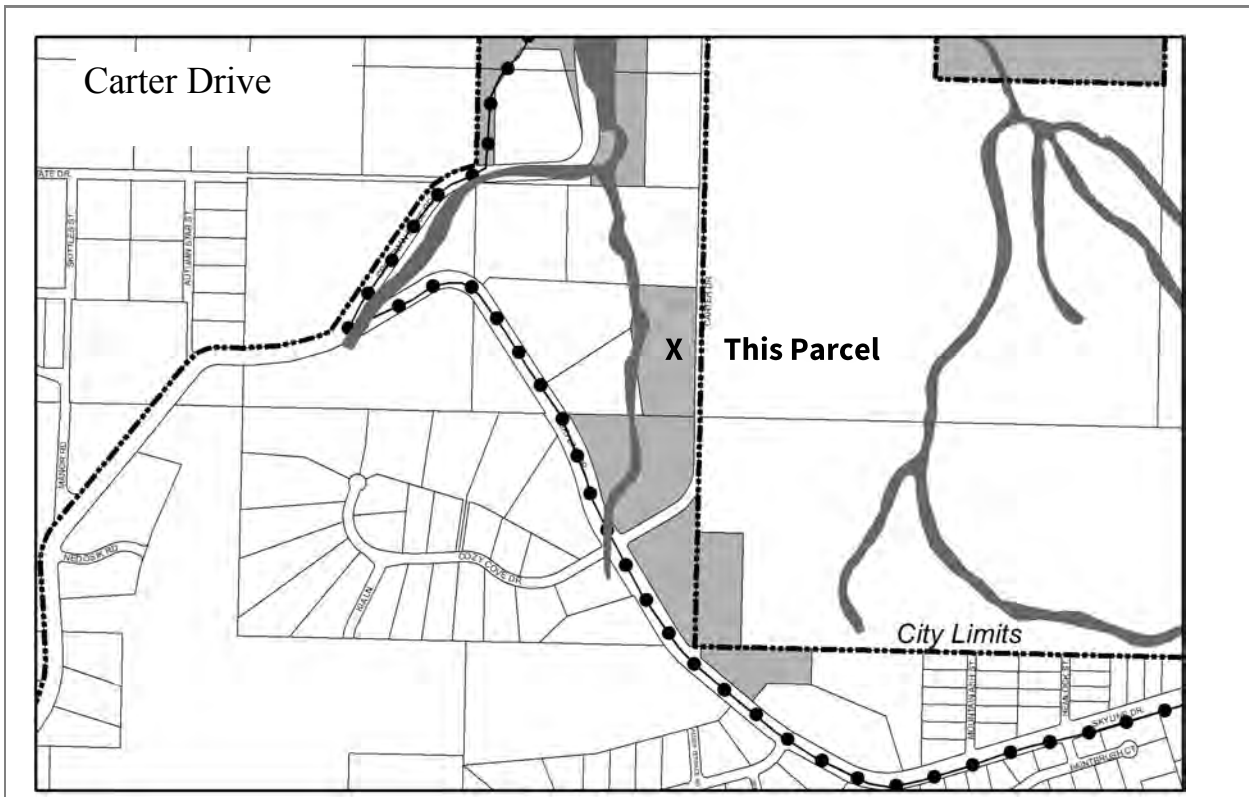
PARCEL ACREAGE LEGAL

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
2015 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. Fire hazard mitigation conducted in 2011.	
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

2015 Assessed Value: \$75,100 (Land \$44,300 Structure \$30,800)

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

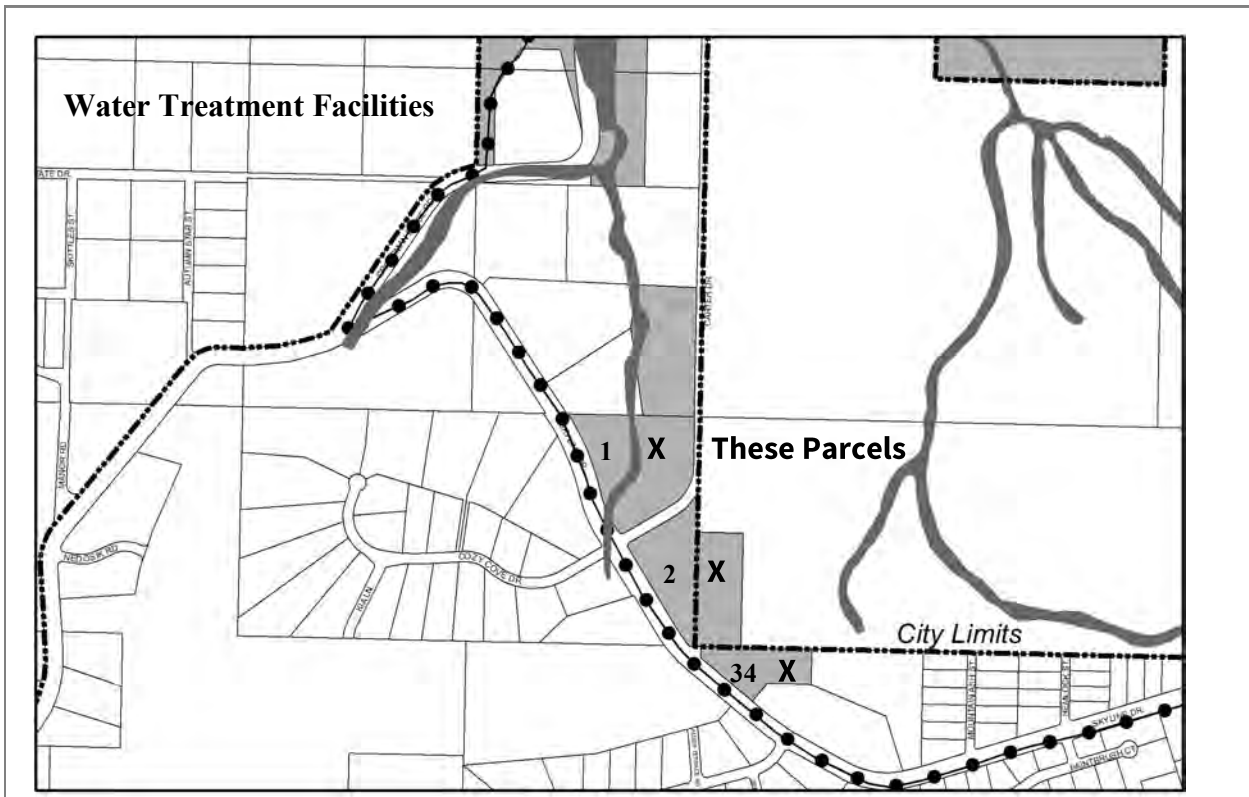
Zoning: Rural Residential, Bridge Creek WPD

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

<p>Area: Lot 1: 7.83 acres Lot 2: 8.34 acres Lot 34: 3 acres</p>	<p>Parcel Number: 17307094, 95, 96, 17308034</p>
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2015 Assessed Value: Lot 1: land \$45,600 Lot 2: Land \$79,500, improvements \$3,343,300
 Lot 34: land \$42,300, Improvements \$677,500,

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

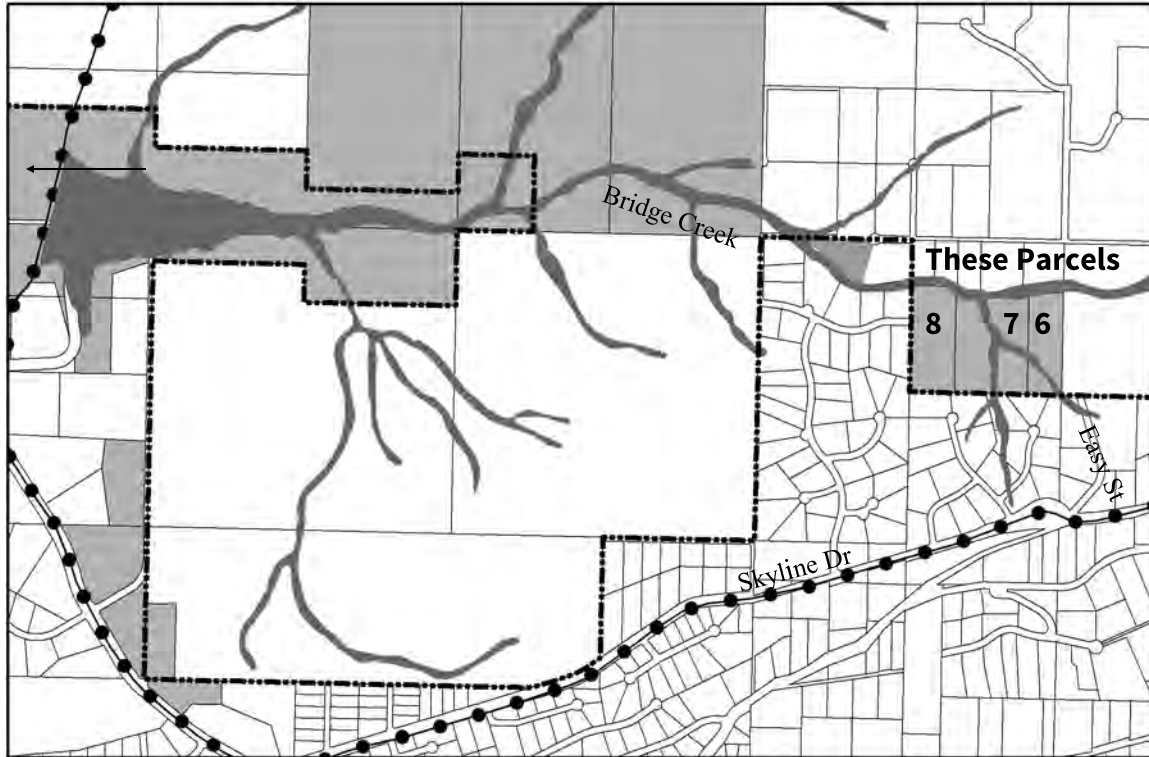
<p>Zoning: Rural Residential, Bridge Creek WPD</p>	<p>Wetlands: Some discharge slope wetland, possibly a creek to the Reservoir.</p>
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Infrastructure: Paved road, electricity

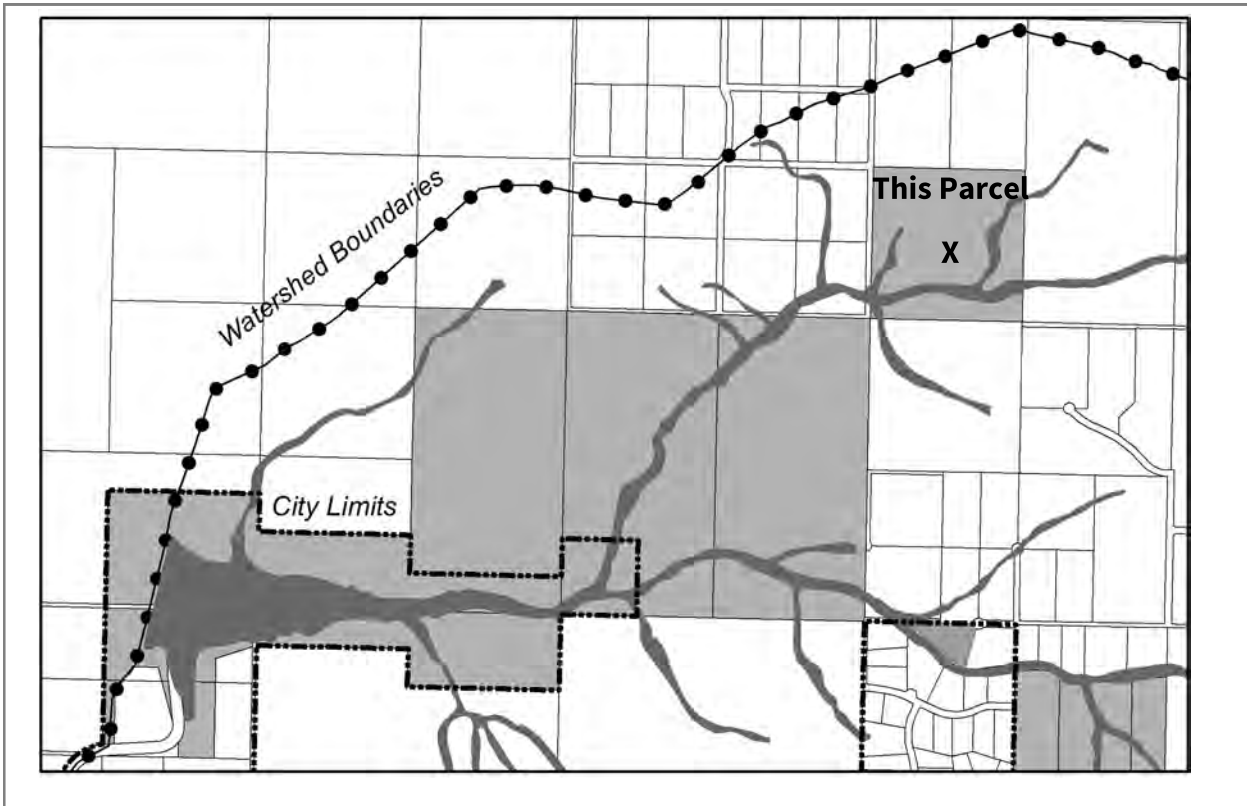
Notes:

Bulk of Lot 1 purchased in 2010, Ord 10-21, \$90,000. 184 Skyline Dr
 Former water treatment plant site. A fire station/equipment storage was constructed in 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
2015 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:	



Designated Use: Public Purpose, Watershed Protection Purposes (Reso 16-043 Ord 16-19)
Acquisition History: Tax foreclosure from KPB, Ordinance 15-15,

Area: 40 acres

Parcel Numbers: 17305219

2015 Assessed Value: \$47,200

Legal Description: T 6S R 13W SEC 4 SEWARD MERIDIAN HM SW1/4 NW1/4

Zoning: Not in city limits, part of the Bridge Creek WPD.

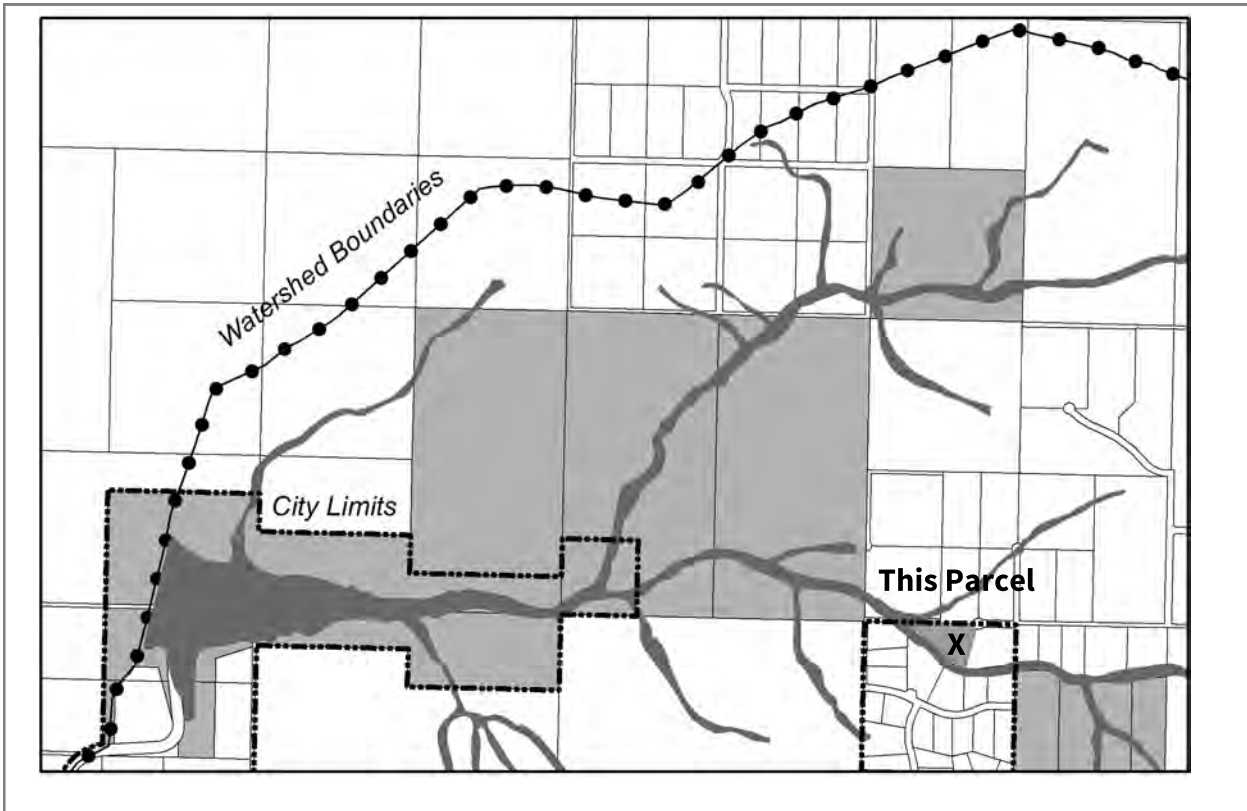
Wetlands: about half the land is wetland. Bridge Creek is the northern boundary of these lots.

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:

Purchase cost: \$2,805.21 in 2015.
 Legal and physical access to this property is difficult. Bridge Creek flows through a ravine along the bottom third of the lot, and the property is generally steep.

Finance Dept. Code:



Designated Use: Watershed Protection Purposes (Ord 17-27)

Acquisition History: City purchased from private land owner

Area: 2.86 acres

Parcel Number: 17305408

2017 Assessed Value: \$45,200 (high)

Legal Description: T 6S R 13W SEC 9 SM Kelly Ranch Estates Sub Lot 8 Block 1

Zoning: RR, and part of the Bridge Creek WPD.

Wetlands: Lot is all wetlands. Bridge Creek runs through the valley on the south side of the lot.

Infrastructure: Access by foot or ATV via a section line and undeveloped right of way.

Notes:

Purchase cost: \$21,000 in 2017.

Finance Dept. Code:

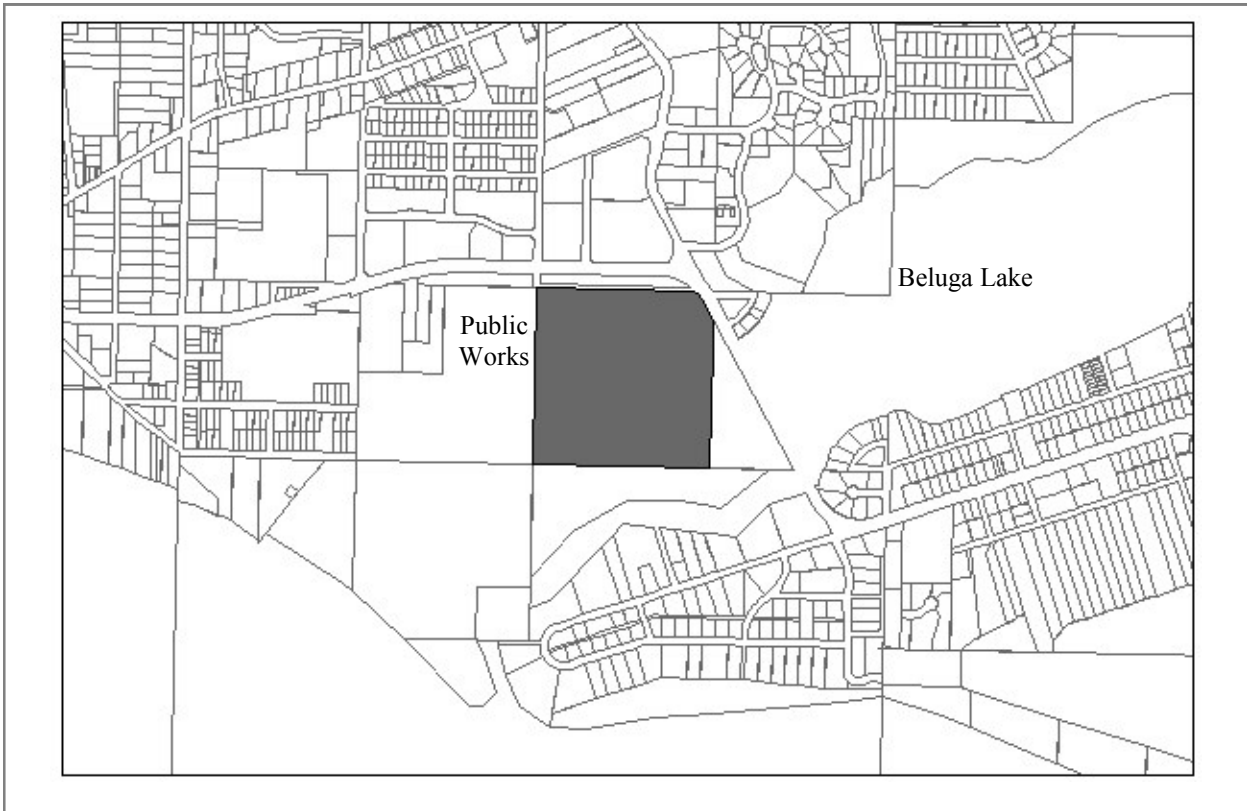
Homer Conservation Easement Lands

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 11/20/2017



Designated Use:
Acquisition History: EVOS purchase and conservation easement.

Area: 39.24 acres	Parcel Number: 17714006
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2017 Assessed Value: \$9,900

Legal Description: HM T06S R13W S20 NW1/4 SE1/4 EXC HOMER BY PASS RD

Zoning: Conservation	Wetlands: Beluga Slough Estuary
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Notes:

- Conservation Easement document recorded in Book 0275, Page 243, Homer Recording District, 4/21/98.
- Parcel is within a FEMA-mapped floodplain.
- Resolution 15-064 supported the inclusion of this land in the Western Hemisphere Shorebird Reserve Network

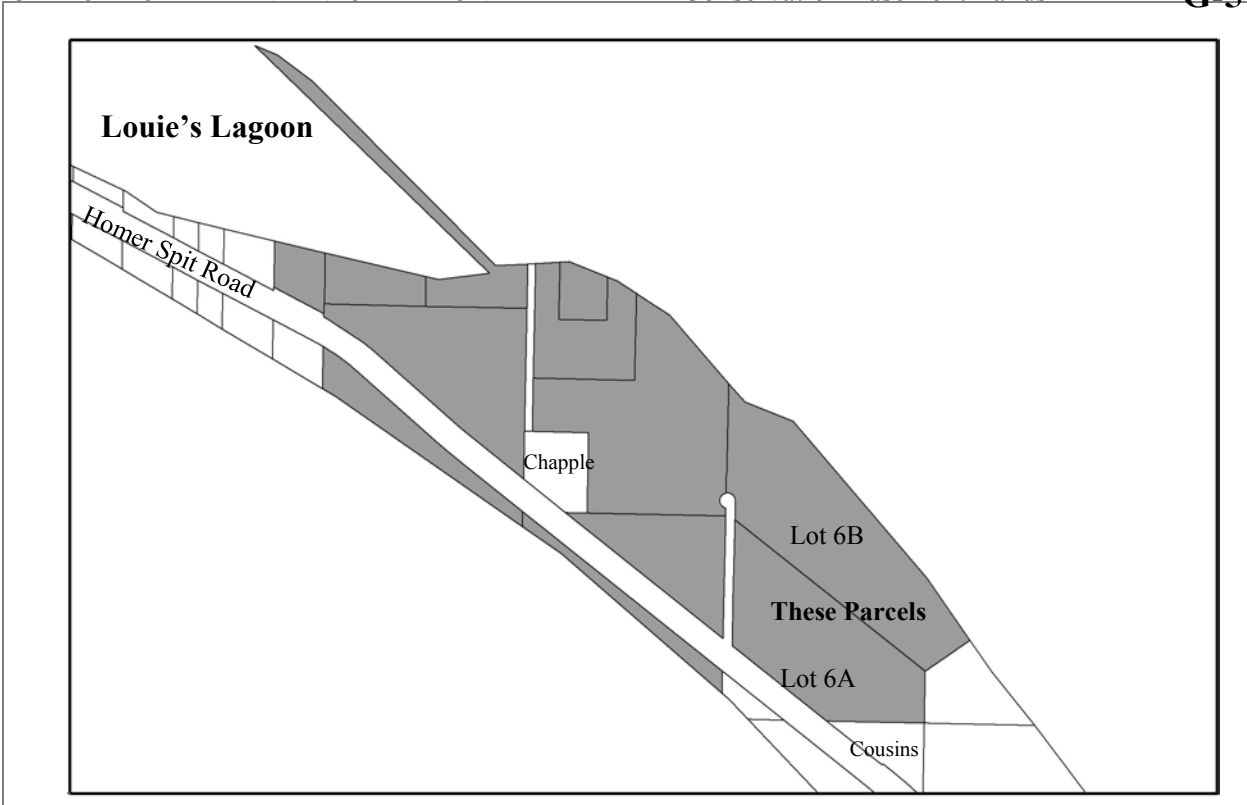
Finance Dept. Code: 392.0013



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
2017 Assessed Value: Lot 7: \$6,800 Lot 8: \$113,300 Lot 9: \$142,400 Lot 9S: \$4,100	
Legal Description: HM T06S R13W S27 GOVT LOT 7 (east) and 8 (west) HM T06S R13W S28 THAT PORTION OF GOVT LOT 9 LYING NORTH OF HOMER SPIT RD	
Zoning: Conservation—lots 7 and 8 Open Space Recreation—Lot 9	Environment: State Critical Habitat Area below 17.4 ft . mean high tide line.
Notes: <ul style="list-style-type: none"> • Conservation easement recorded in Book 0275, Page 229, Homer Recording District, 4/21/98. • Parcels are within a FEMA-mapped flood hazard area. 	
Finance Dept. Code:	



Designated Use:	
Acquisition History: EVOS purchase and conservation easement.	
Area: Total: 70.97 acres	Parcel Number: 18102 03, 04, 05, 06, 09, 10,14
2017 Assessed Value: Total: \$281,800	
Legal Description: T 6S R 13W SEC 27 SEWARD MERIDIAN HM:	
<ul style="list-style-type: none"> • 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:	
<ul style="list-style-type: none"> • 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
2017 Assessed Value: Total: \$207,500	
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:	
<ul style="list-style-type: none"> • 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
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
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 SW1/4 OF SEC 6	F-2
17305120		70.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM NE1/4 SW1/4 & N1/2 SE1/4 SW1/4	F-3
17305219		40.00	T 6S R 13W SEC 4 SEWARD MERIDIAN HM SW1/4 NW1/4	F-7
17305234		80.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM E1/2 SE1/4	F-3
17305235		70.00	T 6S R 13W SEC 5 SEWARD MERIDIAN HM NW1/4 SE1/4 & E1/2 SW1/4 SW1/4	F-3
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
17305408		2.86	T 6S R 13W SEC 9 SM Kelly Ranch Estates Sub Lot 8 Block 1	F-8
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
17307076	5601 CARTER DR	5.93	T 6S R 13W SEC 7 SEWARD MERIDIAN HM 0840119 PIONEER VALLEY SUB LOT 2	F-4
17307094	184 SKYLINE DR	7.83	Hillstrands Homestead Lot 1	F-5
17307095	188 SKYLINE DR	8.34	Hillstrands Homestead Lot 2	F-5

City Lands

PARCEL_ID	ADDRESS	LEGAL DESCRIPTION	ACREAGE	Land Allocation
17308034	192 SKYLINE DR	T 6S R 13W SEC 8 SEWARD MERIDIAN HM 0960051 TULIN TERRACE SUB UPPER TERRACE LOT 34	3.00	F-5
17316067	4540 ROGERS LOOP	T 06S R 14W SEC 15 SEWARD MERIDIAN HM 2011022 BISHOP SURVEY J G EVANS ADDN LOT 1 S PRTN IN HOMER CITY LIMITS	2.00	E-3
17321011		T 6S R 14W SEC 3 SEWARD MERIDIAN HM 0631146 TICE ACRES SUB HICKERSON MEMORIAL CEMETERY	3.34	E-4
17321013	40722 STACEY ST	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-A	1.68	E-4
17321014	40746 STACEY ST	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-B	0.94	E-4
17321015	41170 BELNAP DR	T 6S R 14W SEC 3 SEWARD SW HM 2006017 TICE ACRES REPLAT NO 1 LOT 11-C	0.95	E-4
17366006		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	6.95	F-6
17366007		T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN NE1/4 NW1/4 STARTING @ 1/4 CORNER SECS 4 & 9; TH S 1320 FT TO CN1/16 CORNER; TH W 1320 FT TO NW1/16 CORNER; TH E 390 FT TO POB; TH N 960 FT TO THREAD OF BRIDGE CREEK; TH E ON THREAD OF BRIDGE CREEK 650 FT; TH	13.55	F-6
17366008		T 6S R 13W SEC 9 SEWARD MERIDIAN HM PTN OF NE1/4 NW1/4 STARTING @ 1/4 CORNER OF SECS 4 & 9; TH S 1320 FT TO CN1/16 CORNER; TH W 1320 FT TO NW1/16 CORNER; TH E 390 FT TO POB; TH N 960 FT TO THREAD OF BRIDGE CREEK; TH W ON THREAD OF BRIDGE CREEK 400	9.10	F-6
17502056		T 6S R 14W SEC 13 SEWARD MERIDIAN HM 0770024 EMERALD HIGHLAND ESTATES SUB UNIT 3 LOT 1B BLK 3	1.04	E-6
17503025		T 6S R 14W SEC 13 SEWARD MERIDIAN HM SW1/4 SE1/4 NORTH OF SKYLINE DRIVE EXCLUDING SKYLINE DR SUB	6.57	E-5
17504003		T 6S R 13W SEC 18 SEWARD MERIDIAN HM SE1/4 NE1/4 SW1/4	10.00	E-8

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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-7
17504023	360 W FAIRVIEW AVE	38.30	T 6S R 13W SEC 18 SEWARD MERIDIAN HM THAT PORTION OF SW1/4 SE1/4 EXCLUDING SOUTH PENINSULA HOSPITAL SUB AND SOUTH PENINSULA HOSPITAL SUB 2008 ADDN	E-9
17504024	4300 BARTLETT ST	7.12	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 2008092 SOUTH PENINSULA HOSPITAL SUB 2008 ADDN TRACT A2	D-12
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
17510070		4.30	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2000022 HOMER SCHOOL SURVEY 1999 CITY ADDN TRACT 2	D-2
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
17514301		0.27	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 0000049 BUNNELLS SUB LOT 75	D-17
17514416	3713 MAIN ST	1.31	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2008016 HOMER PUBLIC LIBRARY NO 2 LOT 2	D-3
17520009	131 OHLSON LN	0.32	T 6S R 13W SEC 19 SEWARD MERIDIAN HM PORTION THEREOF S OF OLSEN LANE	E-19
17524006		2.75	T 6S R 13W SEC 18 SEWARD MERIDIAN HM 0700402 W R BELL SUB TRACT E	E-7
17528001		1641.24	T 6S R 14W SEC 19 & 23 & 24 & 30 SEWARD MERIDIAN HM 0770064 ALASKA TIDELANDS SURVEY NO 612	D-14
17701009		1.50	T 6S R13W SEC 17 SEWARD MERIDIAN HM 2014023 BARNETT SUB QUIET CREEK ADDN 2014 TRACT A2	D-8
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-6
17708015		3.00	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0930008 HOMER FAA SITE SUB TRACT 38A	D-13
17710739	400 HAZEL AVE	2.24	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2005036 GLACIER VIEW SUB NO 26 TRACT B	D-4

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
17710740	500 HAZEL AVE	3.01	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 2005036 GLACIER VIEW SUB NO 26 TRACT A	D-4
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
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
17712034	3755 SNOWBIRD ST	1.50	T 06S R 13W SEC 20 SEWARD MERIDIAN HM 2016021 WADDELL PARK 2016 REPLAT LOT 3-A-1	D-15
17714006		39.24	T 6S R 13W SEC 20 SEWARD MERIDIAN HM NW1/4 SE1/4 EXC HOMER BY PASS RD	G-2
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
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-10
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-10
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-11
17714020	3577 HEATH ST	1.85	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0850128 GLACIER VIEW SUB NO 18 LOT 1	D-9
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	D-16
17715403		0.03	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0670365 W	D-16
17717706	997 OCEAN DRIVE LOOP	0.68	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 43	E-25
17717707	1017 OCEAN DRIVE LOOP	0.98	T 6S R 13W SEC 29 SEWARD MERIDIAN HM 0003415 OSCAR MUNSON SUB LOT 44	E-25
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	D-13

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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
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-5
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
17728001		499.54	T 6S R 13W SEC 20 & 29 SEWARD MERIDIAN HM 0742265 ALASKA TIDELAND SURVEY 612	D-14
17730239		0.21	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840005 LAKESIDE VILLAGE SUB AMENDED LOT 2 BLK 4	E-20
17730251		0.38	T 6S R 13W SEC 20 SEWARD MERIDIAN HM 0840005 LAKESIDE VILLAGE SUB AMENDED JEFFERY PARK	E-16
17901023	4829 JACK GIST LN	14.60	T 6S R 13W SEC 15 SEWARD MERIDIAN HM 0990063 JACK GIST SUB LOT 2	E-21
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
17911005		0.39	T 6S R 13W SEC 14 SEWARD MERIDIAN HM 0004712 HARRY FEYER SUB LOT 1	E-23
17936020	2976 KACHEMAK DR	1.65	T 6S R 13W SEC 22 SEWARD MERIDIAN HM 0830087 SCENIC BAY SUB LOT 4	E-22
18101002		3.72	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 15	E-24
18101003		5.05	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 14	E-24
18101004		6.07	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 13	E-24
18101005		5.98	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 12	E-24
18101006		5.03	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 11	E-24
18101007		6.47	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 10	E-24
18101008		4.60	T 6S R 13W SEC 28 SEWARD MERIDIAN HM GOVT LOT 8	E-24
18101009		1.44	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 7 LYING SOUTH OF HOMER SPIT RD	E-24

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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	E-24
18101011		0.77	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 6 LYING NORTH OF HOMER SPIT RD	E-24
18101012		1.20	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 6 LYING SOUTH OF HOMER SPIT RD	E-24
18101013		1.32	T 6S R 13W SEC 28 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 5 LYING SOUTH OF HOMER SPIT RD	E-24
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
18101025		19.23	T 6S R 13W SEC 21 SEWARD MERIDIAN HM 742449 THAT PTN OF ALASKA TIDELANDS SURVEY 612 W/IN SEC 21 LYING W OF HOMER SPIT RD & EXCL LEASED LANDS	D-14
18101026		51.47	T 6S R 13W SEC 28 SEWARD MERIDIAN HM 0742449 THAT PTN OF ALASKA TIDELANDS SURVEY 612 W/IN SEC 28 LYING W OF HOMER SPIT RD & EXCL LEASED LANDS	D-14
18102001		3.94	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 8	G-3
18102002	3079 HOMER SPIT RD	7.10	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 7	G-3
18102003		1.02	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0630660 WALTER DUFOUR SUB LOT 1	G-4
18102004		6.90	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0630060 WALTER DUFOUR SUB TRACT A	G-4
18102005		17.46	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING NORTH OF HOMER SPIT RD	G-4
18102006		7.50	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 3 LYING SOUTH OF HOMER SPIT RD	G-4

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18102009		9.00	T 6S R 13W SEC 27 SEWARD MERIDIAN HM THAT PORTION OF GOVT LOT 5 LYING NORTH OF HOMER SPIT RD	G-4
18102010		3.90	T 6S R 13W SEC 27 SEWARD MERIDIAN HM PORTION OF GOVT LOT 5 LYING SOUTH OF HOMER SPIT HWY	G-4
18102011		0.70	T 6S R 13W SEC 27 SEWARD MERIDIAN HM GOVT LOT 6 SW OF HWY	E-27
18102014		25.19	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 0770055 WALTER DUFOUR SUB TRACT B TRACT B	G-4
18102018		19.66	T 6S R 13W SEC 27 SEWARD MERIDIAN HM 2001008 LOUIE'S LAGOON LOT 6-A	G-5
18102019		25.81	T 6S R 13W SEC 26 & 27 SEWARD MERIDIAN HM 2001008 LOUIE'S LAGOON LOT 6-B	G-5
18103002		7.51	T 6S R 13W SEC 34 SEWARD MERIDIAN HM PORTION GOVT LOT 1	E-27
18103004		4.79	T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 1	E-27
18103006		10.00	T 6S R 13W SEC 35 SEWARD MERIDIAN HM PORTION GOVT LOT 2	E-27
18103101		1.82	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 2	E-26
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-26
18103105	3815 HOMER SPIT RD	1.60	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 5	B-3
18103108		3.72	T 6S & 7S R 13W SEC 35 & 2 SEWARD MERIDIAN HM 0890034 - HOMER SPIT SUB AMENDED 7	E-29
18103116	3800 HOMER SPIT RD	17.17	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0920039 THE FISHIN HOLE SUB TRACT 2	E-28
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-4
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-5
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-6
18103203		11.91	ATS 1373	C-14
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-13

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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	C-2
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	C-4
18103218	4373 FREIGHT DOCK RD	0.32	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0920024 HOMER SPIT FOUR SUB	B-8
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-3
18103221		0.65	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 2	C-5
18103222		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 3	C-5
18103223		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 4	C-5
18103224		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 5	C-5
18103225		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 6	C-5
18103226		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 7	C-5
18103227		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 8	C-5
18103228	4290 FREIGHT DOCK RD	0.67		C-5
18103229		0.67	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 10	C-5
18103230		1.78	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 11	A-2
18103231		0.66	T 6S R 13W SEC 35 & 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 1	C-5
18103232		2.08	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 13	C-7
18103233		0.32	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 14	C-5
18103234		0.32	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 15	C-5
18103235		0.19	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 16	C-5

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103236		0.24	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 17	C-5
18103237		0.33	T 6S & 7S R 13W SEC 36 & 1 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 18	C-5
18103238		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 19	B-27
18103239		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 20	D-17
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-7
18103241		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 22	C-5
18103242		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 23	C-5
18103243		0.26	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 24	C-5
18103244		0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 25	C-5
18103245		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 26	C-5
18103246		0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 27	C-5
18103247	4171 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 28	C-4
18103248	4155 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 29	C-4
18103249	4147 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 30	C-4
18103250	4123 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 31	C-4
18103251	4109 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 32	C-4
18103252	4081 FREIGHT DOCK RD	0.22	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 33	C-4
18103253	4065 FREIGHT DOCK RD	0.32	T 6S R 13W SEC 36 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 34	C-4
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	C-4
18103255	4001 FREIGHT DOCK RD	0.35	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 36	C-4

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103256		0.50	T 6S R 13W SEC 35 SEWARD MERIDIAN HM 0930012 HOMER SPIT SUB NO 5 LOT 37	C-4
18103259		1.12	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0970072 HOMER SPIT NO 6 8-D-1	C-8
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-26
18103301		1.98	T 7S R 13W SEC 2 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 9	E-29
18103304		1.08	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 11	E-30
18103305		0.99	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 20	E-30
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-30
18103309	4390 HOMER SPIT RD	0.23	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 30	B-10
18103310	4348 HOMER SPIT RD	0.65	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 29	D-20
18103397	4350 HOMER SPIT RD	0.28	HOMER SPIT SUB AMENDED BOATHOUSE REPLAT LOT 28-A	C-9
18103316	4262 HOMER SPIT RD	0.29	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 19	B-9
18103318		0.30	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 17	C-3
18103319		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 16	C-3
18103320		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 15	C-3
18103321		0.31	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 14	C-3
18103322	4166 HOMER SPIT RD	0.30	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 13	C-3
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	C-3
18103401		2.52	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 31	E-31
18103402	4535 HOMER SPIT RD	2.93	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 50	B-16

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
18103403	4603 HOMER SPIT RD	2.00	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49	C-11
18103403		1.50	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 49 THAT PORTION PER LEASE 205/928	B-16
18103404	4667 HOMER SPIT RD	2.23	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 48	B-22
18103408		0.08	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED LOT 47	C-10
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-20
18103418		1.47	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED ADL 18009 LOT 42 (ADL 18009)	B-20
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-17
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-19
18103426		1.09	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT SUB AMENDED COAL POINT MONUMENT PARK EXCLUDING THAT PORTION AS PER LEASE AGREEMENT 187 @ 921	E-32
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-21
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-12
18103432	4400 HOMER SPIT RD	0.57	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0890034 HOMER SPIT AMENDED LOT 32	B-11
18103441		0.60	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 0920050 HOMER SPIT SUB NO TWO AMENDED PARKING AND ACCESS AREA	C-10
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-13
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-14
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-15

City Lands

PARCEL_ID	ADDRESS	ACREAGE	LEGAL DESCRIPTION	Land Allocation
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-23
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-33
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-25
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-34
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
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-18
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-5
18103478		0.53	T 7S R 13W SEC 1 SEWARD MERIDIAN HM 2007136 HOMER SPIT REPLAT 2006 LOT 10-A	A-5
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	D-14
18107005		1.37	ATS 1603	C-14
Airport				A-6
Harbor Overslope				A-4

From Alaska Municipal League: last updated November 2018

PERS – Municipal Policy Brief

Early History: The State of Alaska established the Public Employee Retirement System (PERS) in 1961, and since that time has had sole administrative control over actuaries, actuarial methods and assumptions, investment of all assets, and establishment of employee rates. The State has managed investment income since 1969 and has credited investment income to employee accounts solely from the current employer's active account, versus directly. The State created the Retirement Reserve Account (RRA) in 1971 (authorizing it in 1974), and began paying retiree benefits with "blended" employer dollars in 1971. Blended accounting meant that instead of keeping individual employer accounts separate, funding was reallocated and comingled such that no single employer's contributions can be accounted for accurately. Employers were unaware of the blended accounting until 2006. One of the impacts of blended accounting is that one employer's actions affect all other employer's liabilities. It is important to recognize that the majority of municipalities are members of PERS.

Mismanagement: The comingling of employer accounts was compounded by a number of State decisions between 1994 and 2006. The State stopped transferring employer contributions to the RRA as employees retired; the State controlled the timing of employee "appointment" to retirement and the subsequent employee account transfers to the RRA; the State reallocated each employer's and employee's RRA contributed assets, based upon RRA liabilities; the State determined each employer's unfunded obligation after reallocating the employer's assets; the State set the employer's past service cost rates based upon the reallocated asset results; and most importantly, the State set and paid prior normal cost rates that were lower than they should have been. Ultimately, the State did not administer PERS in accordance with its own laws. Throughout this time, municipalities followed the instructions of the State and paid into PERS what was required.

2008 Statute Change: In recognition of the State's responsibility for the majority of the unfunded pension and health benefit liability, in 2008 the State amended its statutes regarding employer contributions to PERS and TRS, placing a cap on employer contributions at 22% of payroll and TRS contributions at 12.56% of payroll, with the State accepting responsibility for any costs in excess of this amount (the "on behalf" payment). The 2008 legislation is a recognition by the Legislature of the State's responsibility for the unfunded liability and its responsibility, subject to annual appropriations, for payments required to satisfy PERS contribution rates required to amortize the unfunded pension liability over 25 years (extended another five years with a \$3 billion pay down).

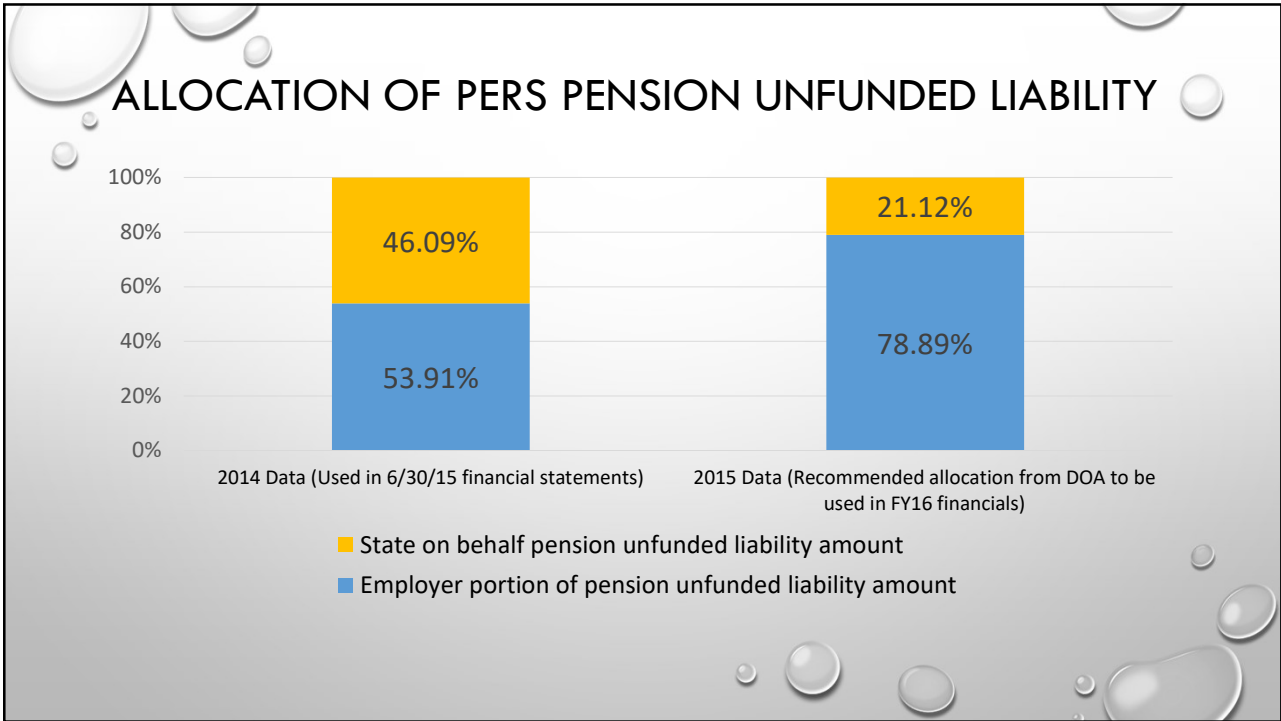
Current challenges: The unfunded liability, and the state's "on behalf" payment, remains contentious, and a budget line item that is frequently focused on by State officials and legislators. Understanding the history of PERS – and the State's responsibility – is important in this context. For municipalities, many have become "prisoners of PERS" – unable to leave without a costly termination study and still the unfunded liability to address. Uncertainty related to the PERS pool of participants as well as investment returns is a real concern for most municipalities.

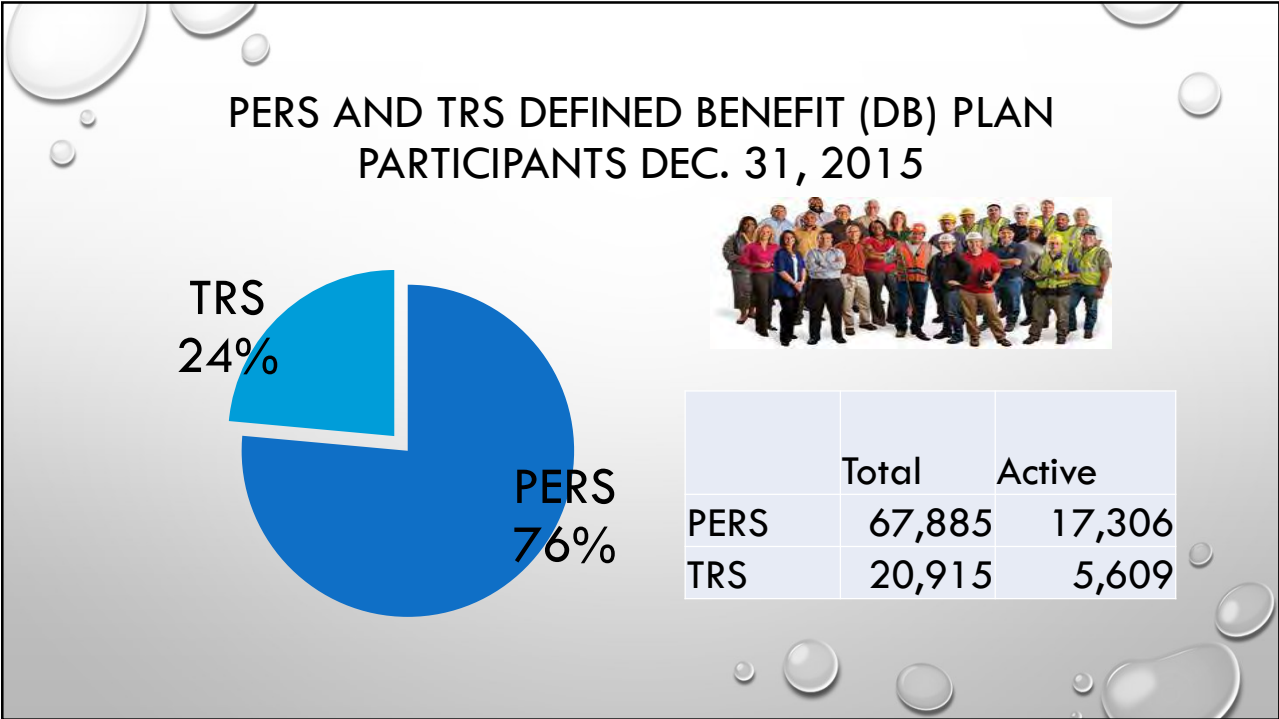
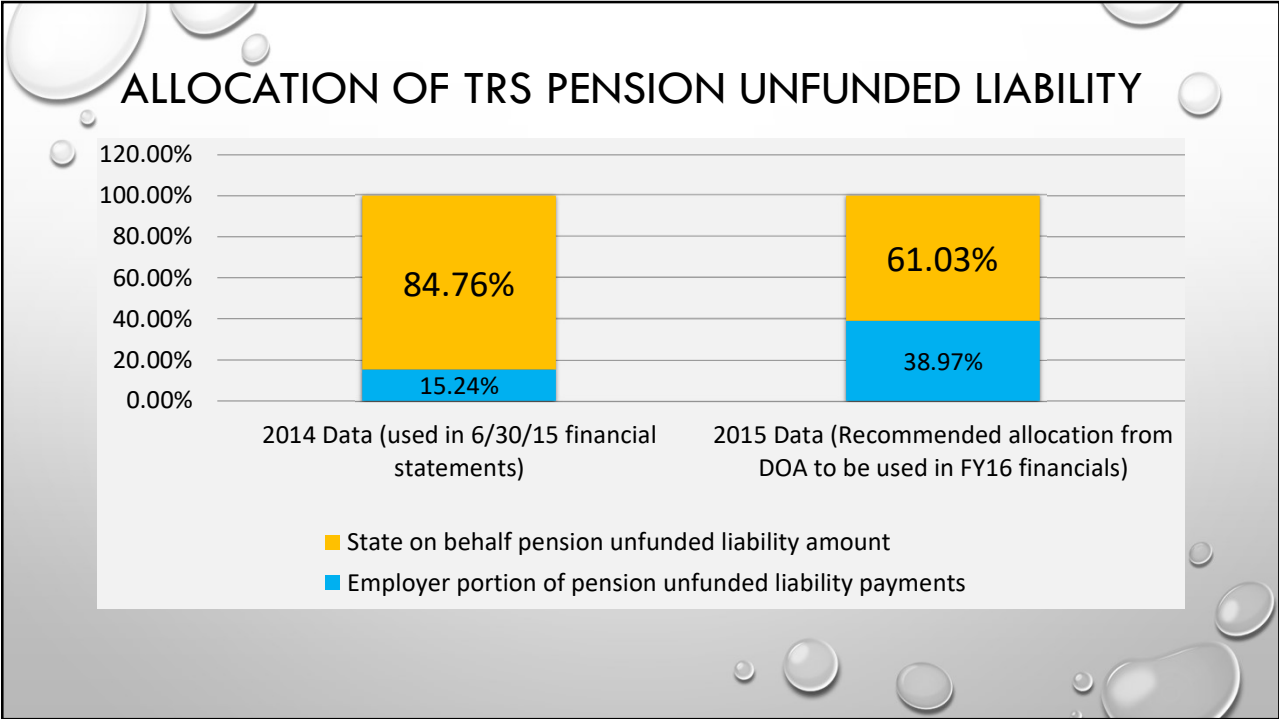
Ways forward: The Alaska Municipal League will work with the State and Legislature to remove the need for and costs of termination studies, regularly evaluate and adjust the base employee rate, and reduce penalties during the transition for employers who need to leave PERS. AML opposes any

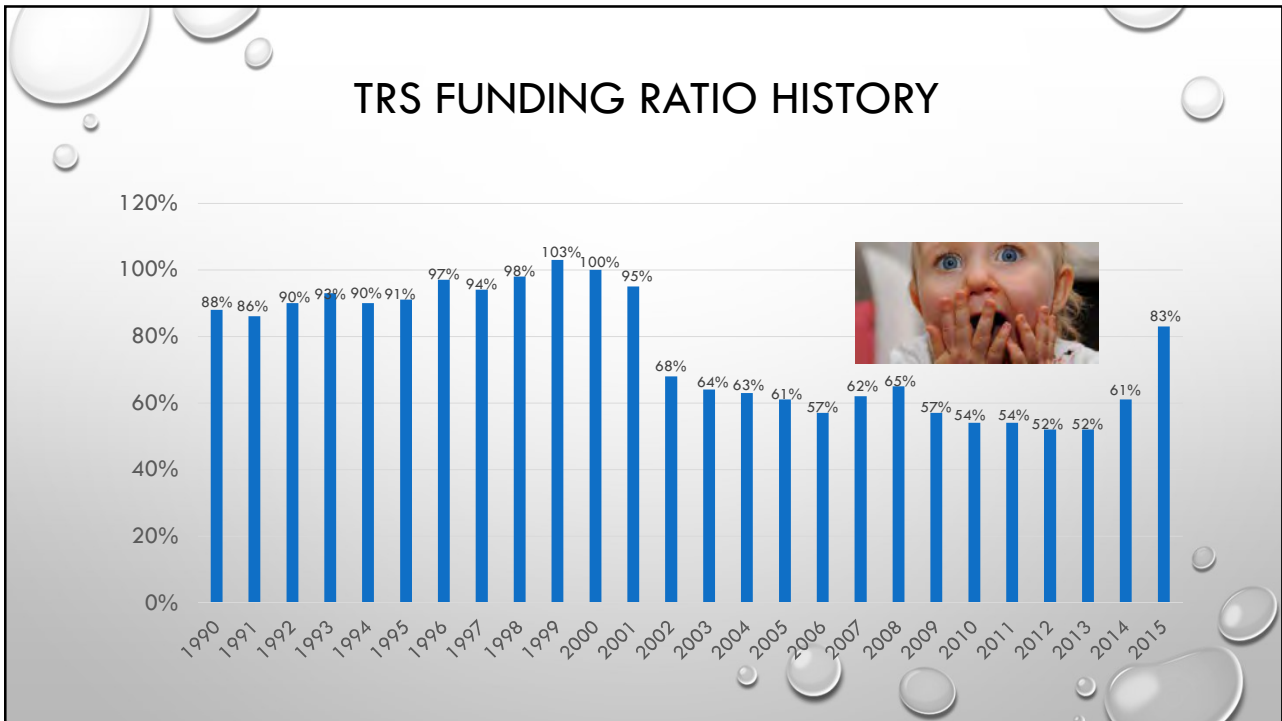
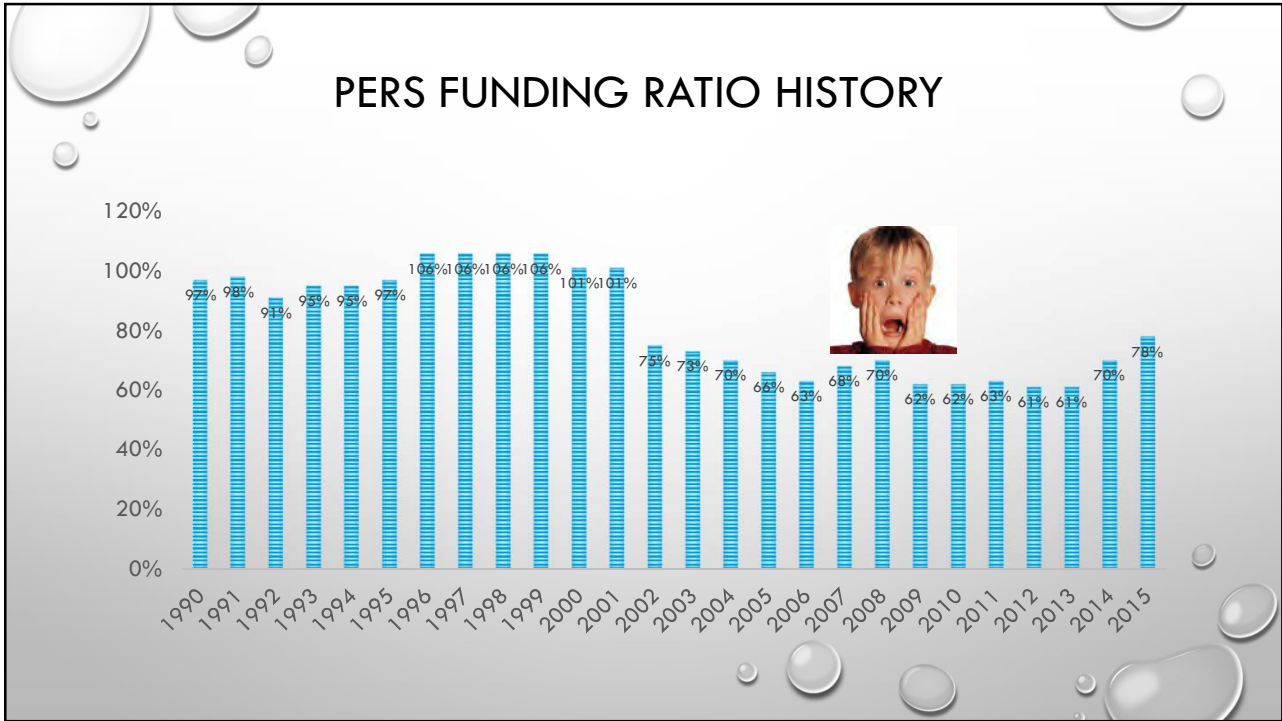
decrease in the State “on behalf” rate over 22% and will work with the State and Legislature to develop pathways for paying down the overall unfunded liability.

AML SUMMER MEETING

PERS AND TRS LIABILITY





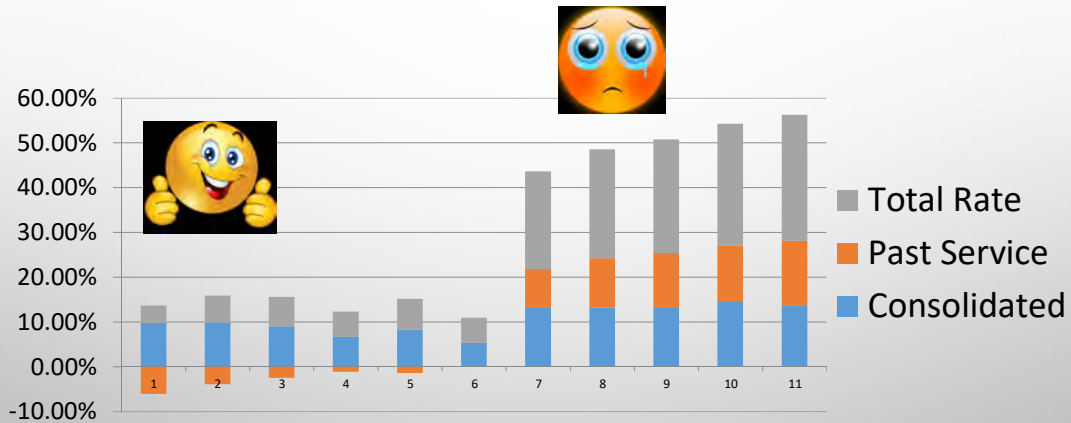


INVESTMENT RETURNS 1999-2004

Alaska Retirement Management Board			
FISCAL YEAR RETURNS	PERS	TRS	AVERAGE
1999	10.59%	10.67%	10.63%
2000	10.16%	10.25%	10.21%
2001	-5.37%	-5.44%	-5.40%
2002	-5.48%	-5.49%	-5.49%
2003	3.67%	3.68%	3.67%
2004	15.08%	15.09%	15.09%



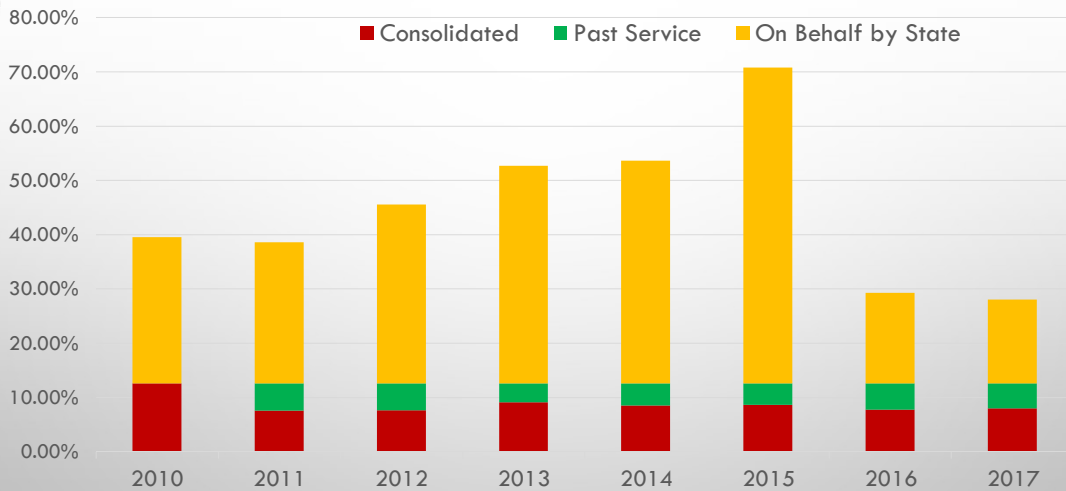
KGB PERS EMPLOYER RATES 1999-2009

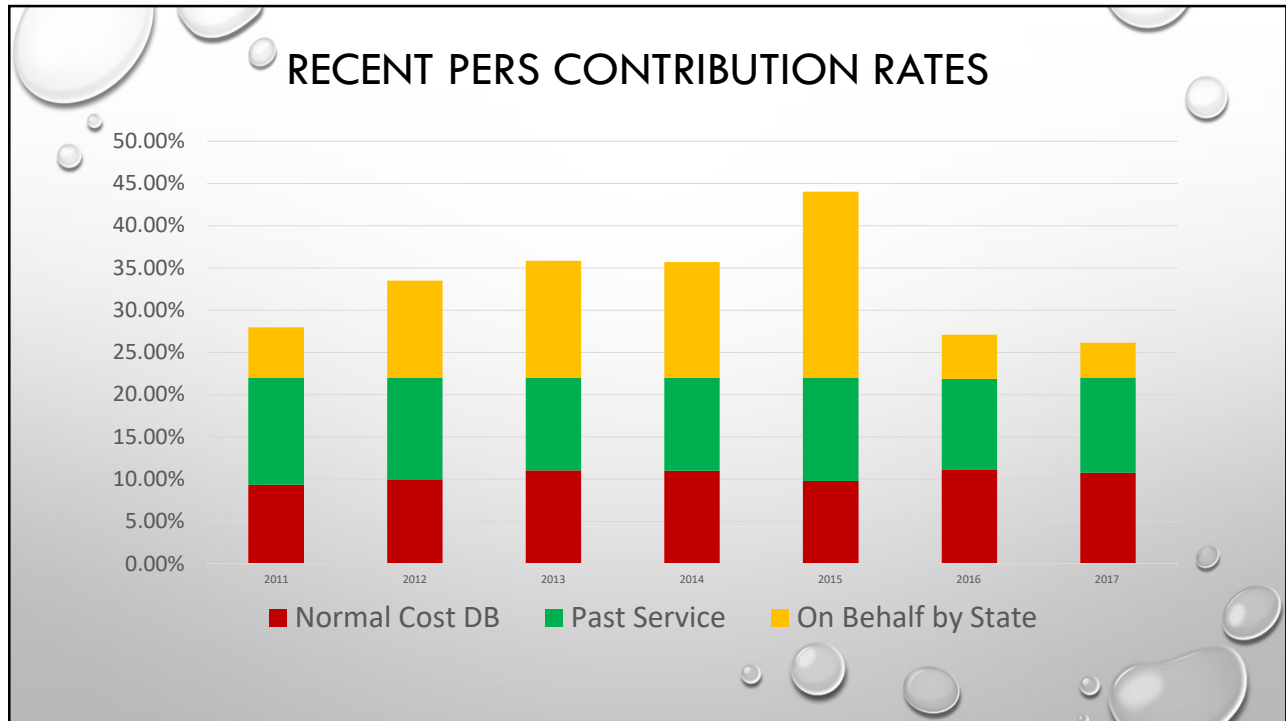


WHAT DID THE LEGISLATURE DO IN 2006 AND 2008

- IN 2006 THE LEGISLATURE CLOSED OFF THE DB PROGRAM, AND SHIFTED TO DEFINED CONTRIBUTION RETIREMENT FOR NEW EMPLOYEES.
- IN 2008 THE LEGISLATURE ADOPTED THE CAPPED EMPLOYER RATES AT 22% OF PERS PAYROLL FOR PERS EMPLOYERS AND 12.56% OF TRS PAYROLL FOR TRS EMPLOYERS.
- UNDER THE 2008 LEGISLATION THE STATE BECAME RESPONSIBLE TO PAY RATES OVER THESE LIMITS AS NECESSARY TO PAY THE ACTUARIALLY REQUIRED RATES.

RECENT TRS CONTRIBUTION RATES



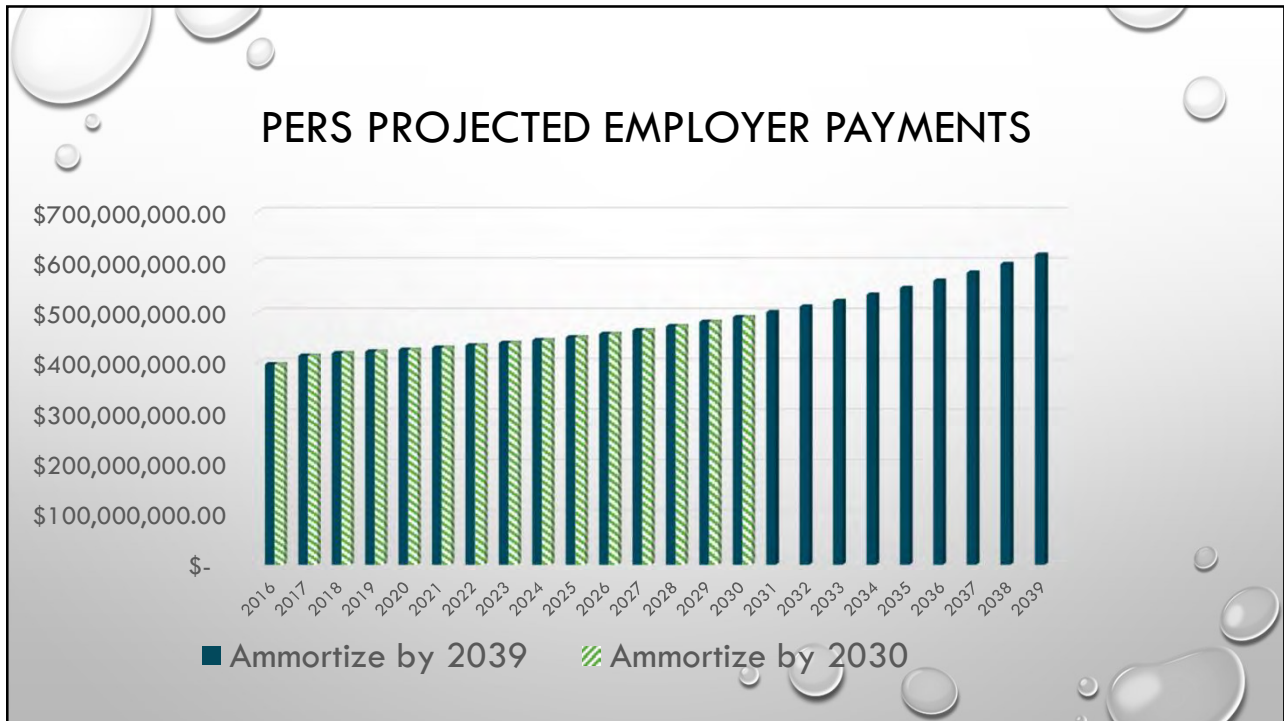
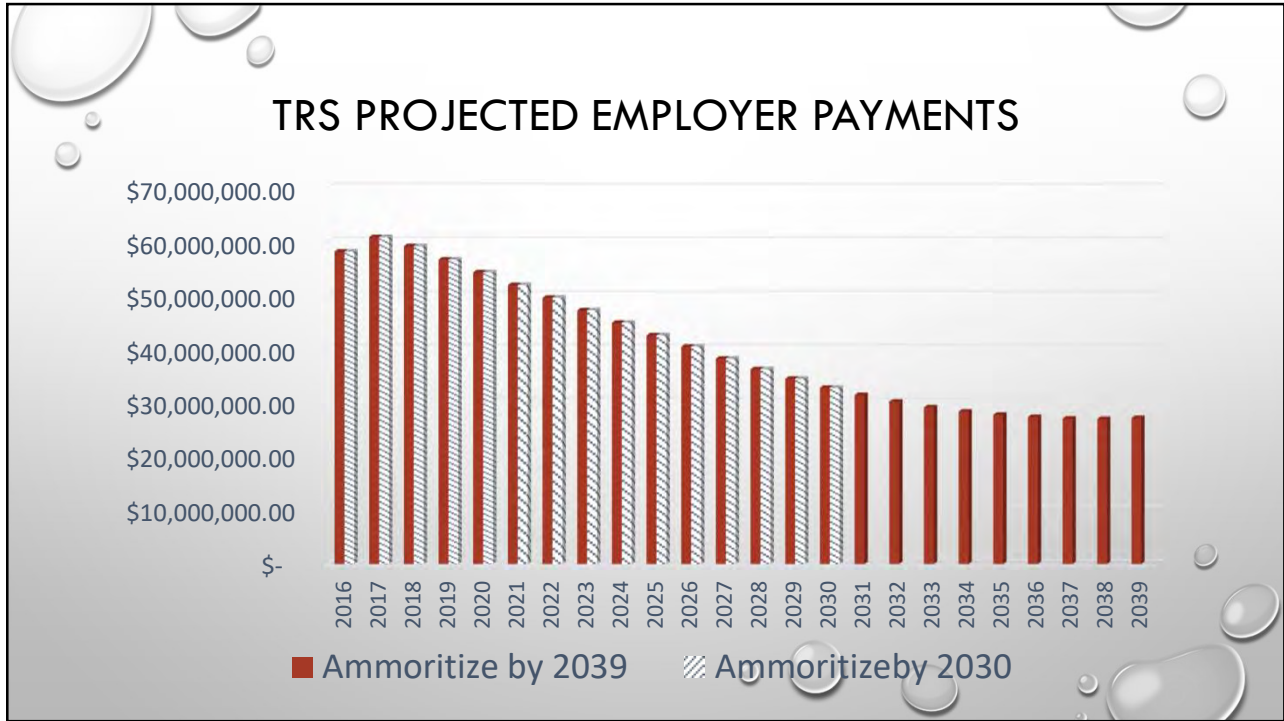


WHAT DID THE LEGISLATURE DO IN 2014 ?

- THEY PAID DOWN THE UNFUNDED PERS LIABILITY BY \$1 BILLION.
- THEY PAID DOWN THE UNFUNDED TRS LIABILITY BY \$2 BILLION.
- THEY EXTENDED THE AMORTIZATION PERIOD BY 9 YEARS.
- THEY REQUIRED THAT THE ARM BOARD USE THE PERCENT OF PAY METHOD FOR AMORTIZATION.
- COMBINED, THESE REDUCED THE AMOUNT OF ONGOING STATE PAYMENTS, AND INCREASED PERS AND TRS EMPLOYER LIABILITY SIGNIFICANTLY.
- THIS SHIFTED A LARGER PERCENTAGE OF THE LIABILITY TO PERS AND TRS EMPLOYERS.

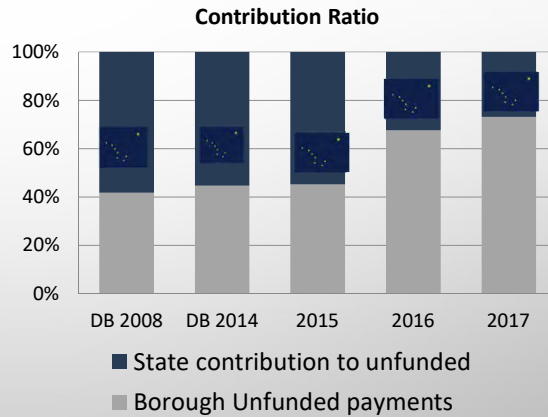
PERS Rates Compared	2008	2017	2018
Employer DB Normal Cost Rate	14.48%	9.60%	8.54%
Employer DB Past Service Cost Rate	7.52%	12.40%	13.46%
State Additional Contributions	10.51%	4.14%	1.23%
Total Rate	32.51%	26.14%	23.23%

TRS Rates Compared	2008	2017	2018
Employer DB Normal Cost Rate	12.56%	9.68%	8.65%
Employer DB Past Service Cost Rate	0%	2.88%	3.91%
State Additional Contributions	29.70%	15.46%	11.56%
Total Rate	42.26%	28.02%	24.12%

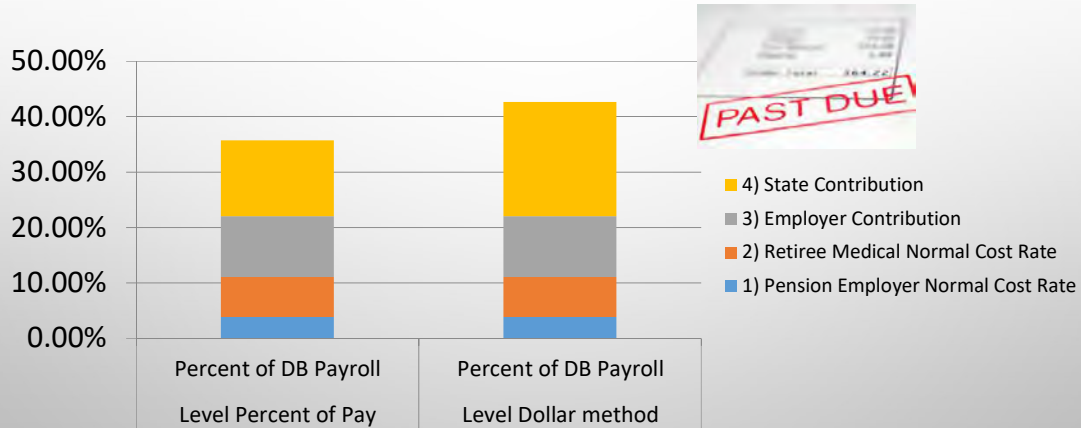


SHIFTING FROM THE STATE TO EMPLOYERS

	PERS		PERS Projected		
	DB 2008	DB 2014	2015	2016	2017
Borough Unfunded payments	7.52%	10.99%	12.2	10.75%	11.23%
State contribution to unfunded	10.51%	13.68%	14.82	5.19%	4.14%



PERCENT OF PAY VERSUS LEVEL DOLLAR CONTRIBUTIONS (2014)



YOU MAY SEE SOMETHING LIKE THIS ON YOUR CREDIT CARD STATEMENTS

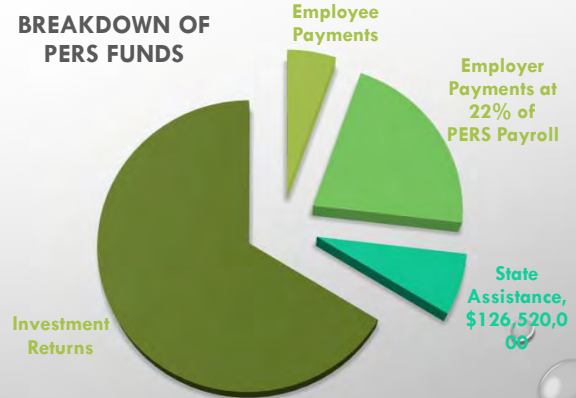
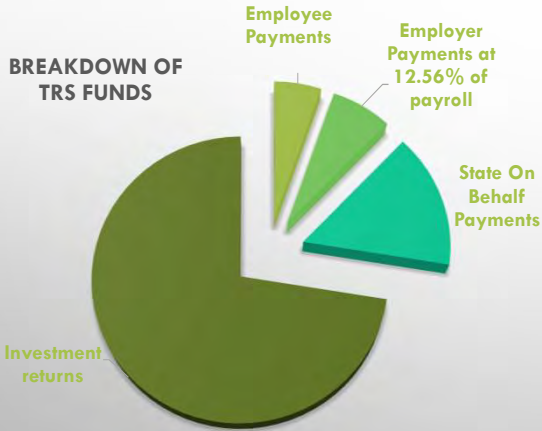


If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	12 Years	\$4,155.00
\$79.00	36 months	\$2,844.00 (savings = \$1,311.00)

WHAT IMPACTS THE UNFUNDED LIABILITY

- 1. INVESTMENT RETURNS
- 2. PAYROLL SIZE
- 3. CONTRIBUTION RATES
- 4. HEALTH CARE COSTS
- 5. MORTALITY

2015 INCREASES TO FUND BALANCE



INVESTMENT RETURNS 2005-2015

TRS Historical Asset Rates of Return

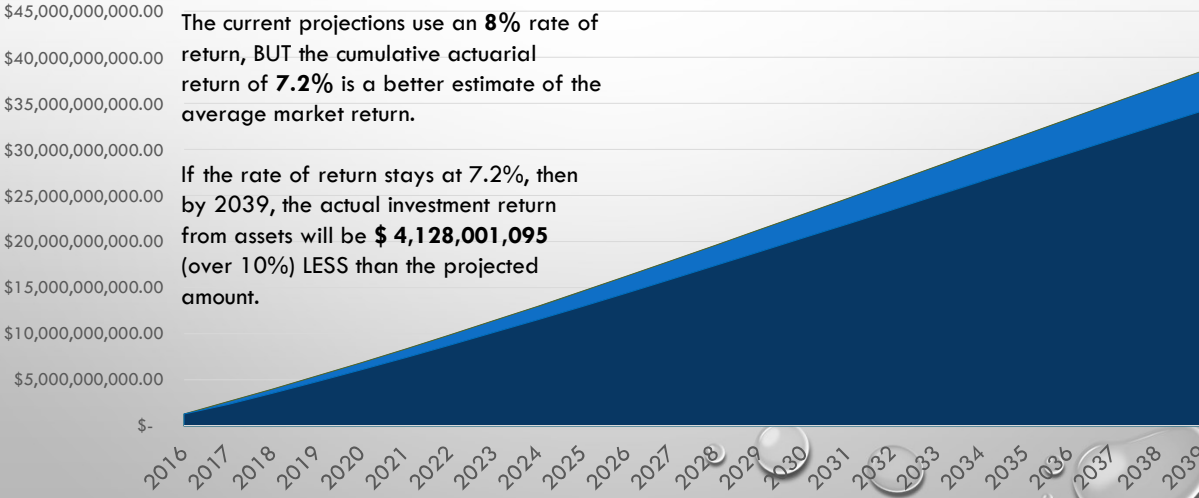
Year Ending	Actuarial Value	
	Annual	Cumulative*
June 30, 2005	9.1%	9.1%
June 30, 2006	9.6%	9.3%
June 30, 2007	11.9%	10.2%
June 30, 2008	10.2%	10.2%
June 30, 2009	(7.9)%	6.3%
June 30, 2010	8.1%	6.6%
June 30, 2011	6.9%	6.6%
June 30, 2012	0.7%	5.9%
June 30, 2013	3.7%	5.6%
June 30, 2014	22.7%	7.2%
June 30, 2015	7.2%	7.2%

PERS Historical Asset Rates of Return

Year Ending	Actuarial Value	
	Annual	Cumulative*
June 30, 2005	8.7%	8.7%
June 30, 2006	9.3%	9.0%
June 30, 2007	11.6%	9.9%
June 30, 2008	10.0%	9.9%
June 30, 2009	(7.3)%	6.2%
June 30, 2010	7.2%	6.4%
June 30, 2011	7.2%	6.5%
June 30, 2012	1.2%	5.8%
June 30, 2013	4.0%	5.6%
June 30, 2014	21.9%	7.1%
June 30, 2015	7.0%	7.1%

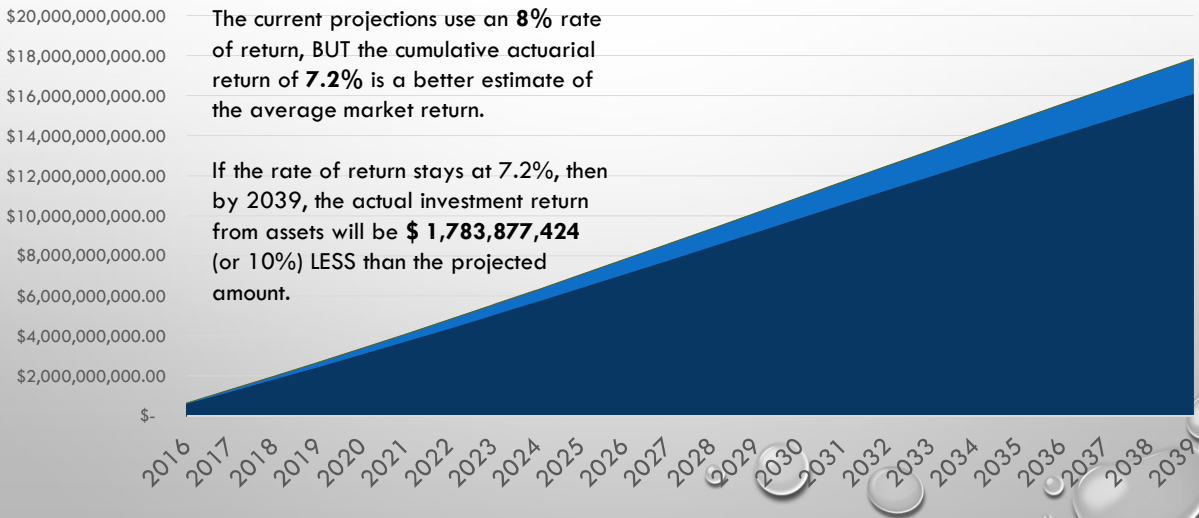
POTENTIAL INVESTMENT SHORTFALL IN PERS

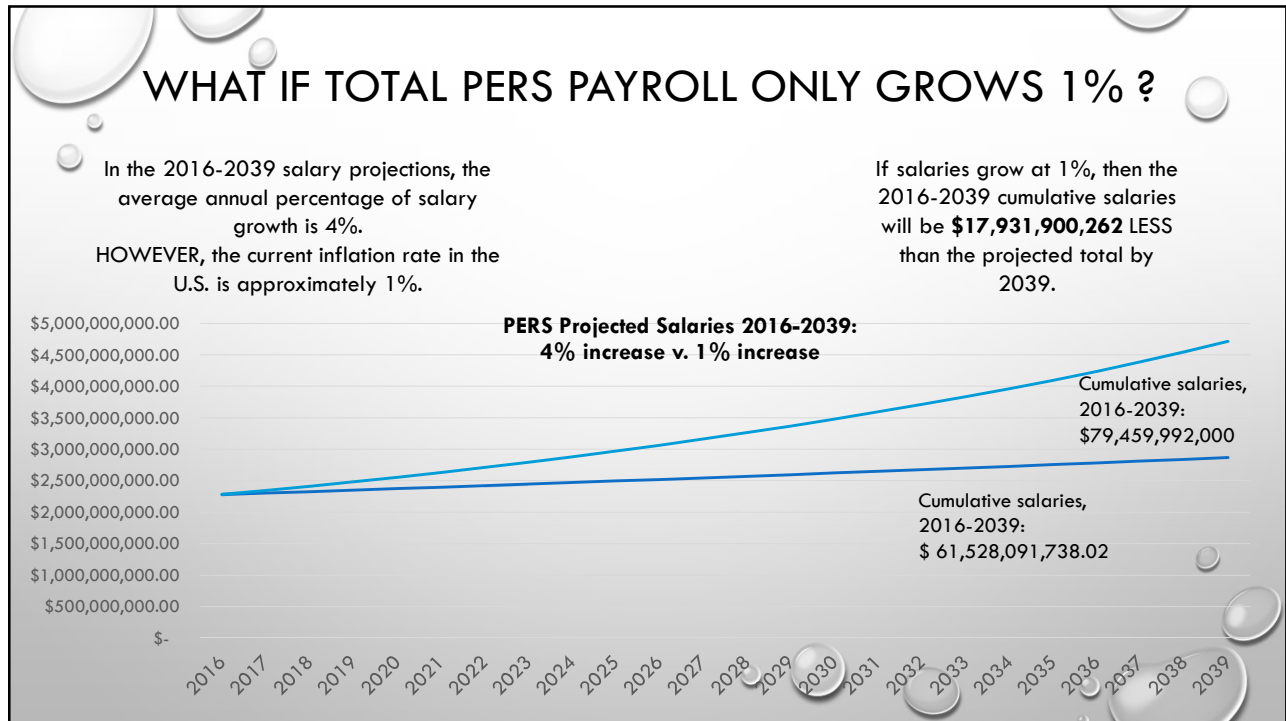
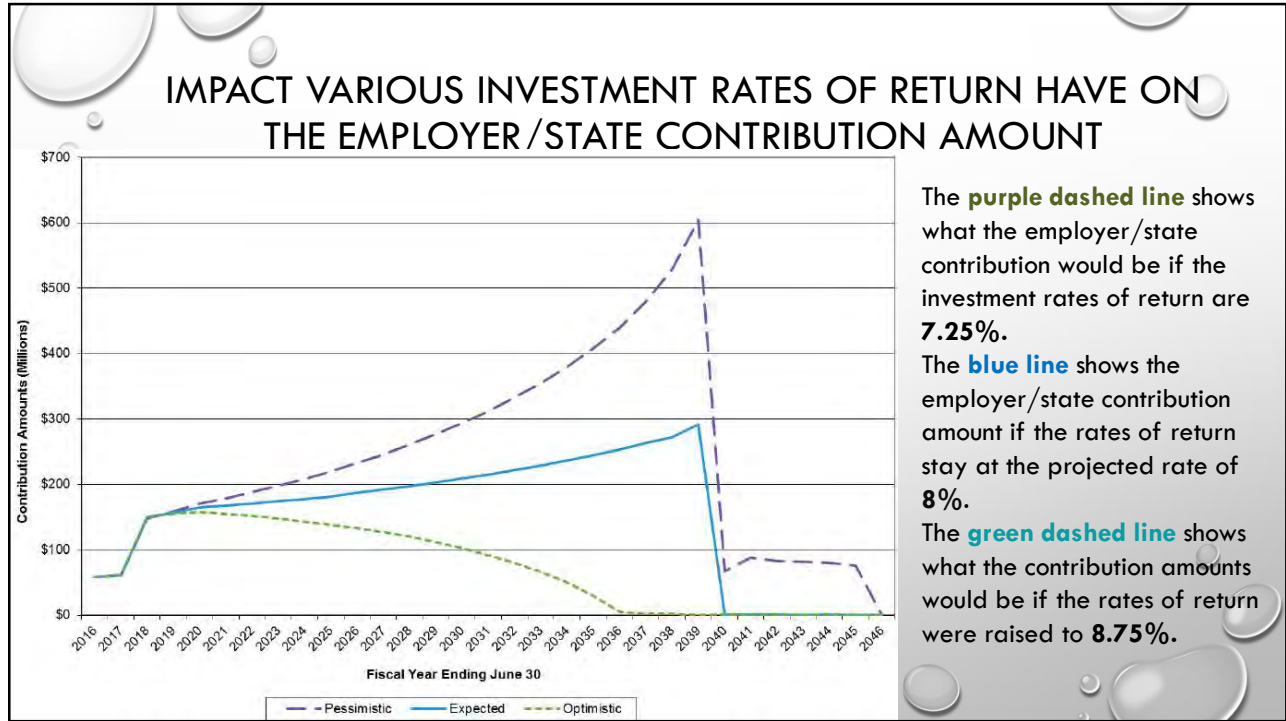
Investment Return on Assets Comparison:
8% Return Rate v. 7.1% Return Rate



POTENTIAL INVESTMENT SHORTFALL IN TRS

Investment Return on Assets Comparison:
8% Return Rate v. 7.2% Return Rate

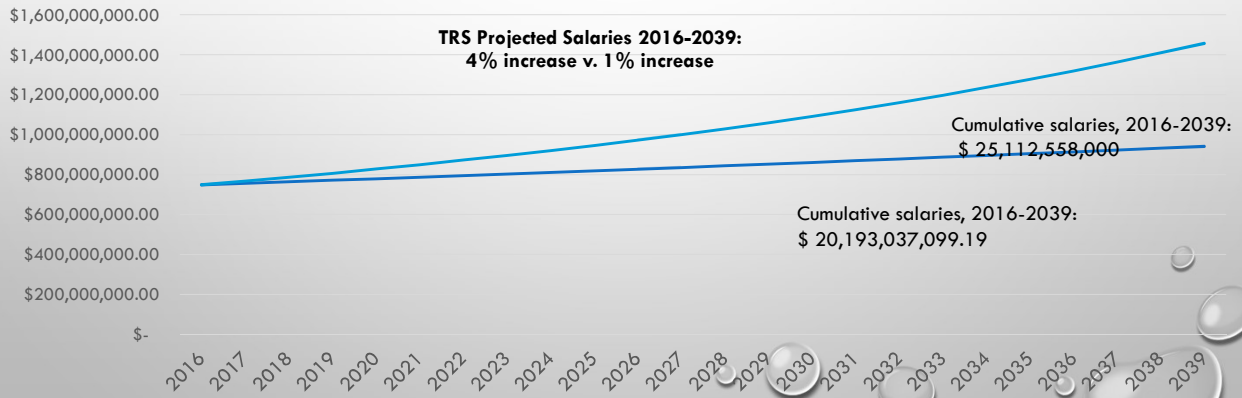




WHAT IF TRS PAYROLL ONLY GROWS AT 1% ?

What would happen if salaries increased by 1%, rather than the projected annual rate of 4%?

If salaries grow at 1%, then the 2016-2039 cumulative salaries will be **\$ 4,919,520,900.81** LESS than the projected total by 2039.



WHAT CAN WE LEARN ?

- 1. THE 2014 LEGISLATION INCREASED THE AMOUNT EMPLOYERS WILL PAY BOTH IN DOLLARS AND PERCENTAGE.
- 2. IF INVESTMENT RETURNS OR PAYROLL GROWTH ARE LOWER THAN EXPECTED, THE RATE WILL GO HIGHER. EACH 1% IN REDUCED INVESTMENT RETURN IS EQUIVALENT TO A 8.95 % OF PAYROLL.
- 3. WITH THE STATE CUTTING BUDGETS AND EMPLOYERS LOOKING FOR WAYS TO REDUCE COSTS, THERE IS A REAL RISK THAT THE PAYROLL GROWTH PROJECTIONS WILL NOT BE MET.
- 4. RAISING THE CAP OR ELIMINATING THE STATE ON BEHALF PAYMENTS WILL TRANSFER THIS RISK OF INCREASED COSTS TO EMPLOYERS.
- 5. IF THE STATE IS REDUCING PAYROLL, AND HAVING LITTLE ON BEHALF CONTRIBUTIONS, THEN THE STATE SHOULD NOT BE EXEMPT FROM TERMINATION STUDY REQUIREMENTS AND ASSOCIATED COSTS.

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



COMMITTEE OF THE WHOLE
5:00 P.M. TUESDAY
MARCH 26, 2019
COWLES COUNCIL CHAMBERS

MAYOR KEN CASTNER
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
COUNCIL MEMBER CAROLINE VENUTI
COUNCIL MEMBER RACHEL LORD
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

COMMITTEE OF THE WHOLE AGENDA

1. **CALL TO ORDER, 5:00 P.M.**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)
3. **Ordinance 19-14**, An Ordinance of the City Council of Homer, Alaska Approving a Noncompetitive Lease with Northern Enterprises Boat Yard, Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a New Twenty Year Lease with Options for Two Consecutive Five Year Renewals for an Identified Sixty Square Foot Portion of City Tidelands ATS 612 at an Initial Annual Rate of \$3.65. City Manager.
Page 287
Memorandum 19-039 from Port Director/Harbormaster as backup Page 291
4. **CONSENT AGENDA**
5. **REGULAR MEETING AGENDA**
6. **COMMENTS OF THE AUDIENCE**
7. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, April 8, 2019 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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. TUESDAY
MARCH 26, 2019
COWLES COUNCIL CHAMBERS

MAYOR KEN CASTNER
COUNCIL MEMBER DONNA ADERHOLD
COUNCIL MEMBER HEATH SMITH
COUNCIL MEMBER TOM STROOZAS
COUNCIL MEMBER SHELLY ERICKSON
COUNCIL MEMBER CAROLINE VENUTI
COUNCIL MEMBER RACHEL LORD
CITY ATTORNEY HOLLY WELLS
CITY MANAGER KATIE KOESTER
CITY CLERK MELISSA JACOBSEN

REGULAR MEETING AGENDA

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

2. AGENDA APPROVAL

(Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 2.08.040.)

3. MAYORAL PROCLAMATIONS AND RECOGNITIONS

A. Recognition of Tanya McGee for 25 Years of Service at the Homer Food Bank

4. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

5. RECONSIDERATION

6. CONSENT AGENDA

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

A. Homer City Council unapproved Special and Regular Meeting Minutes of March 11, 2019. City Clerk. Recommend adoption. Page 171

- B. **Memorandum 19-036** from Mayor Castner Re: Reappointment of Kate Finn, Marcia Kuszmaul, and Emilie Springer; and appointment of Robert “Gordy” Vernon to the Library Advisory Board. Recommend approval. Page 193
- C. **Memorandum 19-037** from Mayor Castner Re: Reappointment of Robert Archibald as the City’s Representative on the Prince William Sound Regional Citizens Advisory Council. Recommend approval. Page 205
- A. **Memorandum 19-038** from City Clerk Re: New Marijuana Product Manufacturing Facility License # 19728 for Cosmic SeaWeed, LLC. Recommend approval. Page 209
- A. **Ordinance 19-13**, An Ordinance of the City Council of Homer, Alaska Amending the FY 2019 Operating Budget to Fund a Coastal Engineer’s Analysis of the Seawall by Appropriating \$8,369.78 from the Ocean Drive Loop Special Service District Account and \$1,837.27 from the City Seawall Reserve Account. City Manager. Recommended dates Introduction March 26, 2019, Public Hearing and Second Reading April 8, 2019
Page 269
- B. **Ordinance 19-14**, An Ordinance of the City Council of Homer, Alaska Approving a Noncompetitive Lease with Northern Enterprises Boat Yard, Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a New Twenty Year Lease with Options for Two Consecutive Five Year Renewals for an Identified Sixty Square Foot Portion of City Tidelands ATS 612 at an Initial Annual Rate of \$3.65. City Manager. Recommended dates Introduction March 26, 2019, Public Hearing and Second Reading April 8, 2019
Page 287
- Memorandum 19-039 from Port Director/Harbormaster as backup Page 291

7. VISITORS

**8. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/
COMMISSION/COMMITTEE REPORTS**

- A. Committee of the Whole Report
- B. Worksession Report
- March 19, 2019 Legislative Worksession
 - March 26, 2019 Worksession
- C. Borough Report

E. Commissions/Board/Committee Reports (5 minute limit per report)

1. Library Advisory Board
2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission
4. Parks Art Recreation and Culture Advisory Commission
5. Port and Harbor Advisory Commission
6. Americans with Disabilities Act Compliance Committee

9. PUBLIC HEARING(S)

A. **Ordinance 19-11**, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Matching Funds in the Amount of \$40,097 from the HART Fund for Low-Impact Development Planning through the use of Green Infrastructure. City Manager/Public Works Director. Recommended Dates Introduction March 11, 2019, Public Hearing and Second Reading March 26, 2019. Page 439

B. **Ordinance 19-12**, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Funds in the Amount of \$42,646 from the Harbor Reserve Account for the Final Design of the Harbor Barge Mooring Facility. City Manager/Port Director. Recommended Dates Introduction March 11, 2019, Public Hearing and Second Reading March 26, 2019. Page 443

Memorandum 19-029 from Public Works Director as backup Page 445

10. ORDINANCE(S)

11. CITY MANAGER'S REPORT

A. City Manager's Report Page 453

B. Bid Report (Informational Only) Page 469

12. PENDING BUSINESS

A. **Ordinance 19-09(S)**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a \$100,000 Service Extension Fees and Authorizing the Extension of City of Homer Water Services to Lot 2B, Puffin Acres Milepost 3, East End Road in Kachemak City. Mayor/Smith. Introduction February 11, 2019, Public Hearing February 25, 2019, Postponed to March 11 and March 26, 2019. Page 473

B. **Resolution 19-012**, A Resolution of the City Council of Homer, Alaska, Amending the Council's Operating Manual Regarding Telephonic Participation, Re-Organizing Sections, Clarifying Language, and Adding Appendices for Homer City Code Excerpts. City Clerk. Page 477

Memorandum 19-033 from City Clerk as backup Page 479

Resolution 19-012(S), A Resolution of the City Council of Homer, Alaska, Amending the Council's Operating Manual Regarding Telephonic Participation, Re-Organizing Sections, Clarifying Language, and Adding Appendices for Homer City Code Excerpts, and amending policy directives under council conduct statement of mayor and council and public comment/testimony time limits. City Clerk/**Mayor**. Page 483

13. NEW BUSINESS

14. RESOLUTIONS

A. **Resolution 19-020**, A Resolution of the City Council of Homer, Alaska, Supporting State of Alaska House Bill 43 to Exempt the State from Daylight Savings Time and Change the Time Zone for the State. Erickson. Page 545

B. **Resolution 19-021**, A Resolution of the City Council of Homer, Alaska Awarding the Contract for Ambulance Billing Services to a Firm to be Disclosed in an Amount to be Determined. City Clerk. Page 561

15. COMMENTS OF THE AUDIENCE

16. COMMENTS OF THE CITY ATTORNEY

17. COMMENTS OF THE CITY CLERK

18. COMMENTS OF THE CITY MANAGER

19. COMMENTS OF THE MAYOR

20. COMMENTS OF THE CITY COUNCIL

21. ADJOURNMENT

Next Regular Meeting is Monday, April 8, 2019 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

MAYORAL PROCLAMATIONS
AND RECOGNITIONS

PUBLIC COMMENTS
UPON MATTERS
ALREADY ON THE AGENDA

RECONSIDERATION

CONSENT AGENDA

Session 19-07 a Special Meeting of the Homer City Council was called to order on March 11, 2019 by Mayor Ken Castner at 4:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

Mayor Castner asked for a motion to allow Councilmember Stroozas to participate telephonically.

ERICKSON/VENUTI MOVED TO ALLOW COUNCILMEMBER STROOZAS TO PARTICIPATE TELEPHONICALLY

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PRESENT: COUNCILMEMBERS: ERICKSON, LORD, SMITH, STROOZAS (telephonic), VENUTI

ABSENT: ADERHOLD (excused)

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN
CITY PLANNER ABBOD
CITY ATTORNEY WELLS

AGENDA APPROVAL (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)

LORD/VENUTI MOVED TO APPROVE THE AGENDA

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA

NEW BUSINESS

- A. Griswold v. City of Homer, 3HO-14-00243CI; Griswold v. City of Homer, 3HO-15-00009CI; Griswold v. City of Homer, 3HO-15-00021; and Griswold v. Homer Planning Commission, 3HO-18-00240CI

City Attorney Wells provided an overview of Griswold cases that are pending in the Alaska Supreme Court and Superior Court.

She explained a common theme in several of these cases as well as prior cases relates to whether the Planning Commission has the authority to issue conditional use permits (CUP) and whether the Commission has authority to issue a CUP regarding setbacks. The setback issue is repetitive throughout a lot of the proceedings and she understands his argument to be that a setback is a hard line and the argument is it's a variance from standard law to allow a change in the setback and it shouldn't be taken up using a CUP. The City's argument has been that a CUP is a list of things allowed to happen so long as you have a conditional use, and this is on the list and doesn't require a variance because it's allowed subject to a permit. A variance is varying from the law on the books and the Courts are strict about what criteria warrants a variance, and there's more flexibility and discretion in determining what justifies a CUP.

The issue of standing is often raised in cases if Mr. Griswold isn't close to the property or raises public interest issues shared in common with all Homer residents and visitors. There is a case where the city didn't raise standing but the Judge did, despite the City not doing so, and dismissed the case on standing. The Supreme Court has sent it back to the Superior Court.

Another issue often raised by Mr. Griswold is conflicts of interest, and bias by various City Councilmembers and Planning Commission members. Generally these have not been successful in the latest versions.

The biggest issue pending now in most of the cases are concerns with the way the City exercises its authority through a Planning Commission. Without declaring code and the City in violation of it, which she doesn't believe is the case, leaves the City in the position to defend against the allegations. There isn't the situation where the allegations are only based on fact specific analysis of a CUP or a variance. One of her tasks is to look at the cases and what the challenges are, how best the City can address them, but the outstanding issues are fundamental principles of authority to govern and make laws regarding land use.

City Attorney Wells explained there may be substantial litigation fees associated with the most recent Planning Commission appeal currently pending before the Superior Court.

There is a public records act decision which was predominantly decided and the City was found to have conducted itself properly, but there were some records that weren't reviewed that have been sent to the Judge to apply the Supreme Court's findings, and should take very little input from her office. There is also a pending case that went through oral argument and was

dropped by Judge Bauman when he found there was no standing, so there should also be little argument on that.

City Attorney Wells continued to give a general review of the pending cases. Questions were posed by Council regarding length of time and cost. She explained there is a constitutional right to due process and cases typically last three to four years, sometimes they move more quickly depending on the issue, and others may take longer. As far as cost, win or lose, these cases are extremely expensive for the the City because of the cost of litigation. She briefly explained how recovery of fees might play out, but couldn't address specific instances due to Attorney/Client privilege. She wasn't prepared to talk about specific costs, but based on a recent breakdown of cost she prepared before, a rough total is around \$140,000 from 2012-2015.

COMMENTS OF THE AUDIENCE

Larry Slone, city resident, commented that the ordinance tonight for the treatment center in Homer would give rise to questions that haven't been resolved through the current cases that were just presented. It seems there may be some similarity in this proposal that have been brought up in these cases.

Former Mayor Jack Cushing, city resident, commented against water being provided outside city limits. He's opposed for various reasons but in the case of the pending ordinance to provide it to a lot with a proposal to build low income housing, it needs to be built in Homer. He sees people who use low income housing and they need to be close to services because typically they are walking all the time. To be fair to them they shouldn't be that far out of town. Regarding a past case the Attorney commented on, he remembers being on the zoning commission with Margaret Pate when a Councilmember testified they'd like to see the zoning go through because it would increase the value of his property. He said to Margaret, I guess that Councilmember just took themselves out of the final vote at the Council table, but when it went to Council that person voted. Mr. Griswold won that case at the Supreme Court. He touched on some of the processes of an appeal to the court and encouraged members to be conscious in their deliberations.

Scott Adams, city resident, commented regarding ordinance 19-07 that when you asked the voters for a certain amount of money for the police station, that's what they intended the funds to go to and not skim off to put toward something else. He doesn't think that sits well with the voters. He doesn't support extending water to Kachemak City, and agrees that maybe they should build their structure in town. He was annexed by the City, stating we were going to have water run across the ridge and gravity feed down and everyone would eventually have water. That was in 2004, and people are still putting in expensive wells or cisterns and it doesn't seem right that someone outside city limits is going to get water because they are throwing money at the project.

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 4:52 p.m. The next Regular Meeting is Tuesday, March 26, 2019 at 6:00 p.m., Worksession 4:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, MMC, City Clerk

Approved: _____

Session 19-08 a Regular Meeting of the Homer City Council was called to order on March 11, 2019 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

Mayor Castner asked for a motion to allow Councilmember Stroozas to participate telephonically.

ERICKSON/VENUTI MOVED TO ALLOW COUNCILMEMBER STROOZAS TO PARTICIPATE TELEPHONICALLY

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PRESENT: COUNCILMEMBERS: ERICKSON, LORD, SMITH, STROOZAS (Telephonic), VENUTI

ABSENT: ADERHOLD (Excused)

STAFF: CITY MANAGER KOESTER
CITY CLERK JACOBSEN
PORT DIRECTOR HAWKINS
CITY ATTORNEY WELLS

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

AGENDA APPROVAL

(Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 2.08.040.)

The following changes were made: **ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION/COMMITTEE REPORTS** Councilmember Smith Travel Report; **PUBLIC HEARINGS Ordinance 19-07(S-3)(A)**, An Ordinance of the City Council of Homer, Alaska Amending the FY 2019 Capital Budget by Appropriating FY2019 Community Assistance in the Amount of \$177,172.05 from the Police Station Fund **and \$7,827.95 from the General Fund to Homer Foundation for City of Homer Grants Related to Addiction Prevention, Treatment, Harm Reduction, and Recovery; and** Set Free Alaska for the Purpose of **to aid the Construction of a Residential and Out-Patient** Addiction Treatment Center in the **City of Homer.** ~~Aderhold/Venuti-Smith/Erickson~~ Written Public Comments, US Supreme Court Case

No. 15-577 Trinity v. Comer; **CITY MANAGERS REPORT** ROW Clearing Considerations; **PENDING BUSINESS Ordinance 19-09**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a \$100,000 Service Extension Fees and Authorizing the Extension of City of Homer Water Services to Lot 2B, Puffin Acres Milepost 3, East End Road in Kachemak City. Mayor. **Ordinance 19-09(S)**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a \$100,000 Service Extension Fees and Authorizing the Extension of City of Homer Water Services to Lot 2B, Puffin Acres Milepost 3, East End Road in Kachemak City. Mayor **Smith. Resolution 19-012**, A Resolution of the City Council of Homer, Alaska, Amending the Council's Operating Manual Regarding Telephonic Participation, Re-Organizing Sections, Clarifying Language, and Adding Appendices for Homer City Code Excerpts. City Clerk. Resolution 06-115(A) as backup; **RESOLUTIONS Resolution 19-019**, A Resolution of the City Council of Homer, Alaska, Authorizing the Issuance of General Obligation Bonds in the Principal Amount of not to Exceed \$5,000,000 to Finance Part of the Cost of Planning, Design, and Construction of Police Station and Related Capital Improvements in the City; Fixing Certain Details of Such Bonds, Authorizing Their Sale, and Providing for Related Matters. City Manager. Memorandum 19-035 from Finance Director as backup.

ERICKSON/SMITH MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Larry Slone, city resident, commented in support of Ordinance 19-09. He thinks it's a good idea to extend water service as much as we can to Kachemak City residents.

Lynn Spence, city resident, commented she isn't opposed to extending water to Kachemak City, but thinks there needs to be a policy in place first for everyone who might want to participate.

RECONSIDERATION

CONSENT AGENDA

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

- A. Homer City Council unapproved Special Meeting Minutes of February 21, 2019 and Regular Meeting Minutes of February 25, 2019. City Clerk. Recommend adoption.
- B. **Memorandum 19-028** from City Clerk Re: Liquor Licenses Renewals for Beluga Lake Lodge, American Legion Post 16, Mermaid Café, and Boardwalk Fish & Chips. Recommend Approval.
- C. **Memorandum 19-034** from City Clerk Re: City of Homer Municipal Impact Statement. Recommend Approval.

Moved to New Business Item A. Lord.

- D. **Ordinance 19-11**, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Matching Funds in the Amount of \$40,097 from the HART Fund for Low-Impact Development Planning through the use of Green Infrastructure. City Manager/Public Works Director. Recommended Dates Introduction March 11, 2019, Public Hearing and Second Reading March 26, 2019.
- E. **Ordinance 19-12**, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Funds in the Amount of \$25,000 from the Harbor Reserve Account for the Final Design of the Harbor Barge Mooring Facility. City Manager/Port Director. Recommended Dates Introduction March 11, 2019, Public Hearing and Second Reading March 26, 2019.

Memorandum 19-029 from Public Works Director as back up

- F. **Resolution 19-014**, A Resolution of the City Council of Homer, Alaska, Issuing a Lease for Proposal (RFP) to Manage, Lease, and Renovate the Homer Education and Recreation Complex (HERC 1). Erickson/Aderhold. Recommend Adoption. Page 105
- G. **Resolution 19-015**, A Resolution of the City Council of Homer, Alaska, Amending the Port and Harbor Advisory Commission Bylaws by Renaming Articles in a Manner that more Efficiently Outlines the Commission's Internal Operations that Govern the Orderly Discharge of its Responsibilities; and Amending Articles Titled Purpose, Members, Meetings, Committees, Bylaw Amendments, and Teleconferencing. City Clerk/Port & Harbor Advisory Commission. Recommend Adoption.

Memorandum 19-030 from Port & Harbor Advisory Commission as backup

- H. **Resolution 19-016**, A Resolution of the City Council of Homer, Alaska, Amending the Library Advisory Board Bylaws by Renaming Articles in a Manner that more Efficiently Outlines the Board's Internal Operations that Govern the Orderly Discharge of its Responsibilities; and Amending Articles Titled Members, Meetings, Committees, Bylaw Amendments, and Teleconferencing. City Clerk/Library Advisory Board. Recommend Adoption.

Memorandum 19-031 from Library Advisory Board as backup

- I. **Resolution 19-017**, A Resolution of the City Council of Homer, Alaska, Approving a Lease Assignment from Snug Harbor Seafoods Inc. to Copper River Seafoods Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a New Twenty Year Lease with Options for Two Consecutive Five Year Lease Renewals for a Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, According to Plat No. 80-92, at an Initial Annual Rate of \$12,996.12. City Manager. Recommend Adoption.

Memorandum 19-032 from Port & Harbor Advisory Commission as backup

Moved to Resolutions Item B. Mayor.

- J. **Resolution 19-018**, A Resolution of the City Council of Homer, Alaska, Authorizing the Acceptance of an Alaska Clean Water Actions (AWCA) Grant for Low-Impact Development Planning in the Amount of \$59,784.50 and Authorizing the City Manager to Execute the Grant Agreement. City Manager/Public Works Director. Recommend Adoption.

Item C. moved to New Business item A. Lord.

Item I. moved to Resolutions item B. Mayor.

City Clerk Jacobsen read the consent agenda.

Mayor Castner asked for a motion for the adoption of the consent agenda as read.

ERICKSON/VENUTI SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

A. Alaska Command Northern Edge 2019 Training Update (10 minutes)

Lt. Colonel Vaughn Brazil, Captain Bryant Davis, and John Mosher Program Manager US Pacific Fleet presented regarding 2019 Northern Edge Joint Training Exercise.

Lt Col Brazil provided an overview of the biennial exercise scheduled for May 13-24. The US Pacific Air Force is the organization conducting the event which will be an air focused exercise this year. It will be similar in size and scope to the 2017 exercise with approximately 6000 personnel, 175 fixed wing aircrafts, 3 Navy ships, two destroyers and one replenishment ship, and may include an aircraft carrier. He reviewed the Joint Pacific Alaska Range Complex and the Gulf of Alaska Temporary Maritime Activities Area (TMAA). All at-sea Navy events will occur within the TMAA, it's a large area consisting of 42,146 of nm² sea space, there are no restrictions on civilian navigation, most at-sea activities occur far offshore toward the center of the TMAA, and activities involve protective measures to minimize effects to marine environment. One change this year is that the exercise in addition to the three ships.

Mr. Mosher identified protective measures including extensive mitigation measures developed with National Marine Fisheries Service, implementing mitigation zones for sonar and weapons activities, minimum use of live explosives during weapons training and an area where no explosives will be used, posting marine mammal lookouts, reporting monitoring results and training activities, coordinating with regulatory agencies for adaptive management, and conducting offshore population surveys and other marine species monitoring projects.

B. Prince William Sound Regional Citizens Advisory Council – Robert Archibald (10 minutes)

Robert Archibald, Homer representative on the Prince William Sound Regional Citizens Advisory Council (PWSRCAC), provided the history of the establishment of the Citizens Advisory Councils for Prince William Sound and Cook Inlet (CIRCAC) following the 1989 Exxon Valdez oil spill which triggered implementation of Federal laws governing US oil tanker fleets, oil terminals, and oil exploration and production facilities. He also noted the 1968 Union Oil's Platform blowout oil spill near Santa Barbara California which was the catalyst for Federal acts that brought into existence the Environmental Protection Agency, National Environmental Policy Act, Clean Water Act, the public effort Get Oil Out, and the first of many Earth Days. He cited statistics of the spills, and the significance of Oil Pollution Act 1990 which changed the way industry had to do business, tightening up rules for merchant mariners, US Coast Guard vessel traffic system, mandated oil spill contingency plans be developed and submitted to Federal and State Agencies, and tanker escort systems were improved. OPA 90 is what brought

in to existence our PWSRCAC and CIRCAC. These are the only two in the United States. He noted the two councils have different missions and funding, and identified those for PWSRCAC. There has not been a major spill since 1989 due to complacency. PWSRCAC task is to make sure as long as the state develops oil fields and transports oil on ships through Prince William Sound, strong vigilance must be maintained so regulations don't backslide.

He reported the group traveled to Juneau to meet with Legislators on their issues and encourage strong funding for DEC and Spill Prevision Response Division, and will be headed to DC on March 24th to continue the effort.

Mayor Castner expressed his appreciation for Mr. Archibald's work with the PWSRCAC.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION/COMMITTEE REPORTS

A. Mayor Pro Tem Report on Committee of the Whole Discussion

Councilmember Smith reported the Council discussed right-of-way clearing by Public Works and how to mitigate complications, and the Resolution 19-019 on the \$5 million bond for the police station.

B. Councilmember Report on Special Meeting

Mayor Castner reported their special meeting for a briefing on current Griswold litigation. He noted their efforts to promote transparency regarding the affairs of the City.

C. Councilmember Travel Reports – AML Winter Conference February 19-21 in Juneau

Councilmember Smith noted the comprehensive reports from the City Manager in the last packet and Councilmember Aderhold in this packet.

D. Borough Report

E. Commissions/Board/Committee Reports (5 minute limit per report)

1. Library Advisory Board

Mark Massion, Library Advisory Board member, reported they met Tuesday and discussed the bylaw amendments that were included on the Council agenda, also an orientation packet for future members, and finalized their goals for 2019. He said the Library Director reported on a

visitor from the American Library Association whose interest in rural libraries. The lightbulbs all being replaced with LED's at the library, and Children's Librarian Claudia Haines received an Education Award from the Nation Center for Women and Information Technology, and two Homer High School Students received awards for their interest in mentoring in computer science.

2. Homer Advisory Planning Commission
3. Economic Development Advisory Commission
4. Parks Art Recreation and Culture Advisory Commission
5. Port and Harbor Advisory Commission
6. Americans with Disabilities Act Compliance Committee

PUBLIC HEARING(S)

- A. **Ordinance 19-07(S-3)(A)**, An Ordinance of the City Council of Homer, Alaska Amending the FY 2019 Capital Budget by Appropriating FY2019 Community Assistance in the Amount of \$177,172.05 from the Police Station Fund **and \$7,827.95 from the General Fund to Homer Foundation for City of Homer Grants Related to Addiction Prevention, Treatment, Harm Reduction, and Recovery; and** Set Free Alaska ~~for the Purpose of~~ **to aid the Construction of a Residential and Out-Patient** Addiction Treatment Center in the City of Homer. ~~Aderhold/Venuti-Smith/Erickson~~ Introduction January 28, 2019, Public Hearing February 11, February 25, and March 11, 2019, Second Reading March 11, 2019.

Larry Slone, city resident, commented on two sides of the issue, public need and use of city funds.

Tara Beth Wade, city resident, commented in support of Set Free Alaska and shared her experience with a faith based program and the gift of recovery.

Aaron Weiser, pastor of Church on the Rock, commented in support of Set Free Alaska and on the churches efforts to maximize and increase the investment should the City invest money in the program.

Adam Hykes, city resident, expressed support for Set Free Alaska and encouraged City participation in program because planting a seed in this will result in a bigger return than what's put into it. He also commented there are court cases setting precedence that it's allowable to spend public money in this manner.

Kate Finn, city resident, supports efforts for addiction recovery but shared concerns about investing in an issue where there are more questions than answers.

Robert Archibald, city resident, agrees there is a crisis and that people need help. He shared concern that it doesn't say where they're going to put this, that it's using police station funds, and there needs to be more research toward the success rate.

Brett Glidden, community member, commented as a chemical dependency councilor she supports treatment in Homer, but questions the availability of support treatment after residential treatment is completed because there aren't intense outpatient opportunities here.

Ardith Mumma, city resident, commented in support of Set Free Alaska. They are a model that's making a successful impact in the MatSu area and are used consistently for re-entry programs there. They are being funded through a State grant and we need an option in Homer.

Lynn Spence, city resident, commented this isn't a decision whether we support the program and it's not a judgement of the program, but a decision on how to spend the City's money.

Philip Licht, Set Free Alaska Executive Director, shared an overview of staff that visited of past several months, their appreciation of the community, and efforts to decide on Homer as the location. Set Free received the grant from the State and will be applying for an outpatient grant, and they won't need matching funds from the City. He thanked those who offered letters of support and encouraged councilmembers to vote yes.

Candy Roher questioned the impacts of the matching funding from the City and whether other agencies provide funding that can be accessed by Set Free Alaska.

Ginny Espenshade, city resident, said she welcomes help for people struggling with addiction in our community, but it's not fair to characterize concerns with process with being unwelcome. She wants to ensure Set Free and local programs are going to work together before putting public money into it.

There were no further comments and the hearing was closed.

ERICKSON/SMITH MOVED TO ADOPT ORDINANCE 19-07(S-3)(A) BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Councilmember Lord thanked everyone who has participated in this process. She's supports their project fundamentally for the community and congratulated them on the funding from the state. Her concerns about being faith based were mollified at the beginning when Mr. Licht provided the non-discrimination policy. Her concern remains with trying to balance our small

town reality where each person at the table is a link to the City coffers. If Council wants to look at liberalizing the way the city spends money and include social service as one of the core functions, she's supportive, but that's not what she's hearing from the people. In her deliberations about this, it's from a fiscal investment policy perspective. If we want to change our policy to address social and non-profit needs on a case by case basis as part of the budget process, she's open to talk about our policy for funding and allocation methods, but she can't support a one off allocation like this.

Councilmember Venuti also appreciates everyone who testified and agreed with Councilmember Lord's comments.

Mayor Castner commented there's a real difference on what a church does on Sunday and what they do through their ministries. They run food pantries, have day cares, and other things for the good of the community that have nothing to do with their ministries. He thinks that's the case here. He thinks the City taking on social services is a big gulp and maybe this was an opportunity to do it, and he encouraged being strategic in kind of entry into social services.

Councilmember Smith shared that he's grateful for the community involvement that's taken place through MAPP and the Opioid Task Force and the collaboration that goes on there. It's through that work that brought Set Free to consider Homer. The community assistance funds open up an ability to evaluate a pressing need within the community that doesn't need to be funded throughout time, it can be evaluated on if it meets a need and brings value to the community, and it serves something that's brought itself to the top. He thinks that's the case here. Some want knee deep policy in everything we do and that provides a level of transparency that brings a piece of mind. But he doesn't always agree that provides a better result than doing something that's not as detailed, because too much can get lost in the process. He pushes back on the idea that we need a policy because then we do establish a precedent and he doesn't know that precedence needs to be behind every single thing we do. It doesn't appear we have four votes tonight and it will fail because of the granular microscopic pressing need for the few and he thinks that's a travesty. After the vote on this, he'll continue to do his part, as many others will, to fill the gap. If we want to talk about the welfare, health, and safety of our community, which is in our charge and should be at the heart of our decisions, then this is a small contribution. It's worth every dime.

Councilmember Erickson commented for her it goes back to the State Trooper showing how little fentanyl can ruin a life, and also talking about what's missing at the table in Homer, which is a place for recovery and the faith base to walk out of it. One missing piece is what happens after recovery and integrating back into the community, and she believes we have that safe environment around here. When people get into trouble here and are in crisis they end up at the hospital and then end up in jail because there's no place for them. Having a place that can take them in and help them, instead of jail, takes pressure off our police department and the hospital. She noted a letter they received from the MatSu Opioid Task Force Chair and said

what struck her is when a person opens up and understands they need help, there's no time to hesitate, there has to be a place for them to go to get help. She has heard Mr. Licht say there's going to outpatient treatment available. We will be giving people a place to go, and they'll be working with other groups and adding to what we have in Homer. She sees us eventually getting that last piece of safe housing to help them move on in safe ways. She supports this because she sees it in her businesses and around town. She noted comments from the foster parent who talked about having children in her home as a result of parents caught up in drugs, or who have physical and or emotional disabilities from improper care or drugs. We have an opportunity to offer hope to people who may be hiding these things within their own walls. This is a drop in the bucket toward safety for all of us. She trusts the people she knows who are part of Set Free Alaska. We know we have issues here, and this is a start to a solution.

Councilmember Stroozas added that as members of Homer City Council they have accepted the responsibility to look out for the health, safety, and welfare of our community. He encouraged each of them to ask themselves, is this Set Free opportunity in the best interest of the health, safety, and welfare of our community.

SMITH/ERICKSON MOVED LINE 114, DELETE "GENERAL FUND," INSERT "**GENERAL FUND FUND BALANCE**" LINE 131, DELETE "OF A GRANT," INSERT "**OF THE RESIDENTIAL SUBSISTENCE USE DISORDER (SUD) TREATMENT SERVICES GRANT**"

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VOTE (main motion as amended): YES: SMITH, STROOZAS, ERICKSON
NO: VENUTI, LORD

Motion failed.

- B. **Ordinance 19-10**, An Ordinance of the City Council of Homer, Alaska, Amending the Operating Budget in the Amount of \$19,700.00 from the Port and Harbor Reserves for the Purpose of Purchasing and Installing Fencing to Divide Lot 12, Homer Spit Subdivision No. 5 Secured Storage into Regulated and Unregulated Cargo Areas. City Manager/Port Director. Introduction February 25, 2019, Public Hearing and Second Reading March 11, 2019.

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

Mayor Castner asked for a motion for the adoption of ordinance 19-10 by reading of title only for second and final reading.

ERICKSON/VENUTI SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Mayor Castner called for a recess at 7:38 p.m. and reconvened the meeting at 7:47 p.m.

ORDINANCE(S)

CITY MANAGER'S REPORT

A. City Manager's Report

City Manager Koester added to her report that Senator Stevens will be having an open house at Islands and Ocean from noon to 2:00 p.m. on March 15th, and confirmed Council's legislative worksession scheduled for Tuesday, March 19th at 4:00 p.m.

B. Bid Report – Informational Only

PENDING BUSINESS

- A. **Ordinance 19-09**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a \$100,000 Service Extension Fees and Authorizing the Extension of City of Homer Water Services to Lot 2B, Puffin Acres Milepost 3, East End Road in Kachemak City. Mayor. Introduction February 11, 2019, Public Hearing and Second Reading February 25, 2019.

Mayor Castner asked for a motion for the adoption of ordinance 19-09 by reading of title only for second and final reading.

ERICKSON/LORD SO MOVED

Councilmember Erikson disclosed that she owns two properties in Kachemak City along the waterline. Mayor Castner ruled that she doesn't have a conflict of interest. There was no objection expressed to the Mayor's ruling.

Councilmember Smith disclosed that his father owns a property that fronts the waterline. Mayor Castner ruled that she doesn't have a conflict of interest. There was no objection expressed to the Mayor's ruling.

City Attorney Wells concurred that there doesn't appear to be a conflict regarding this ordinance, but noted in the future if it's an action that affects payment regarding the main, they may end up having a conflict.

LORD/SMITH MOVED TO SUBSTITUTE ORDINANCE 19-09(S) FOR 19-09

Mayor asked to be added as sponsor to 19-09(S)

VOTE: YES: LORD, VENUTI, STROOZAS, ERICKSON

Motion carried.

Councilmember Smith noted Kachemak City Council is meeting next week to discuss a letter of support or non-support of the project.

SMITH/ERICKSON MOVED TO POSTPONE TO THE NEXT MEETING.

There was no discussion.

VOTE: YES: LORD, ERICKSON, STROOZAS, SMITH, VENUTI

Motion carried.

- B. **Resolution 19-012**, A Resolution of the City Council of Homer, Alaska, Amending the Council's Operating Manual Regarding Telephonic Participation, Re-Organizing Sections, Clarifying Language, and Adding Appendices for Homer City Code Excerpts. City Clerk.

Memorandum 19-033 from City Clerk as backup

Mayor Castner asked for a motion to adopt Resolution 19-012 by reading of title only.

ERICKSON/LORD SO MOVED

Mayor Castner expressed his desire to address lines 48 and 49 in attachment A which reads "Statements of the Mayor and Council on behalf of the City are based on consensus and resolve

of the Council body and substantiated by official record.", and references to the time limit outlined in several areas of the manual.

He explained the way the policy is written is that a speaker has three minutes and if they go past that, he's supposed to stop them and get permission from the Council to give them more time. As a presiding officer he doesn't want to do that.

The other issue on lines 48 and 49 says the Mayor and Council can speak only after the Council has reached consensus. He's been invited to speak to different groups about different things and he can't be coming and asking for pre-approval on everything he discusses.

There was discussion among Councilmembers that it's worth discussing and possibly amending the language about statements of Mayor and Council on behalf of the City, but not striking the language completely.

ERICKSON/LORD MOVED TO POSTPONE 19-012 TO THE NEXT MEETING

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

C. **Resolution 19-013**, A Resolution of the City Council of Homer, Alaska, Supporting the University of Alaska Underscoring the Key Role the Kachemak Bay Brand of the Kenai Peninsula College has in Homer and Encouraging Full Funding of the University at Existing Levels. Venuti.

Resolution 19-013(S), A Resolution of the City Council of Homer, Alaska, Supporting the University of Alaska Underscoring the Key Role the Kachemak Bay Brand of the Kenai Peninsula College has in Homer and Encouraging Full Funding of the University at Existing Levels. Venuti.

Mayor Castner asked for a motion for the adoption of Resolution 19-013 by reading of title only.

ERICKSON/VENUTI SO MOVED

Councilmember Venuti touched on the changes in the substitute resolution.

VENUTI MOVED TO SUBSTITUTE

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

There was no further discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

NEW BUSINESS

A. **Memorandum 19-034** from City Clerk Re: City of Homer Municipal Impact Statement.

LORD/ MOVED TO ADOPT MEMORANDUM 19-034 AS AMENDED

There was brief comment the amended letter was included in the supplemental packet.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

RESOLUTIONS

A. **Resolution 19-019**, A Resolution of the City Council of Homer, Alaska, Authorizing the Issuance of General Obligation Bonds in the Principal Amount of not to Exceed \$5,000,000 to Finance Part of the Cost of Planning, Design, and Construction of Police Station and Related Capital Improvements in the City; Fixing Certain Details of Such Bonds, Authorizing Their Sale, and Providing for Related Matters. City Manager.

Mayor Castner asked for a motion for the adoption of Resolution 19-09 by reading of title only.

ERICKSON/VENUTI SO MOVED

ERICKSON/LORD MOVED TO AMEND LINE 11 TO ADD "A" BETWEEN "OF" AND "POLICE STATION"; LINE 452 TO ADD "AND DELIVER" BETWEEN "EXECUTE" AND "LOAN AGREEMENT"; LINE 457 TO ADD "LOAN AGREEMENT, THE" BETWEEN "UNDER" AND "THE AND BONDS"

There was brief discussion explaining these are typographical amendments recommended by the bond bank.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the main motion as amended.

VOTE (main motion as amended): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- B. **Resolution 19-017**, A Resolution of the City Council of Homer, Alaska, Approving a Lease Assignment from Snug Harbor Seafoods Inc. to Copper River Seafoods Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a New Twenty Year Lease with Options for Two Consecutive Five Year Lease Renewals for a Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, According to Plat No. 80-92, at an Initial Annual Rate of \$12,996.12. City Manager.

Memorandum 19-032 from Port & Harbor Advisory Commission as backup

LORD/VENUTI MOVED TO ADOPT RESOLUTION 19-017 BY READING OF TITLE ONLY

Mayor Castner asked the Port Director to answer questions. Mayor Castner said the Snug Harbor lease had some requirements for the construction of the building and the new lease doesn't and asked if it's something we've given up on.

Port Director Hawkins and City Manager Koester explained Copper River Seafoods does propose to build the same building Snug Harbor was going to build. It's identified in the back up memorandum. Originally it was a 2019 completion date so at the request of the applicant it was moved to 2020 for completion.

Councilmember Smith asked for clarification on the term of the extension. Port Director Hawkins confirmed it's a twenty year lease with two five year extension.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

COMMENTS OF THE AUDIENCE

Philip Licht, Set Free Alaska Executive Director, thanked Council for the substantial amount of time they've spent discussing the ordinance to fund Set Free Alaska. He appreciates the thoughtful conversation he's had with them. Set Free Alaska is committed to this but if they're unable to raise the money they'll lose the funding and not launch the residential program in Homer. They are going to do their best to raise the money and invite the community to join them in that. Hopefully they'll raise funding through that effort. They seek to partner with the

City and other community providers and he appreciates the time they spent and the dialog, and he respects and honors their decision tonight.

Larry Slone, city resident, commented regarding 19-07(S-3)(A2). It was an emotional discussion and as Councilmember Stroozas said, it would be beneficial to have this program in Homer because it's beneficial to the health, and welfare of the community. But the other question is, is there a better use for the money. If the general populous decides they'd rather spend the money fixing roads, that's a decision the populous made because from their perspective it's more valid. From an emotional perspective you personally felt committed to funding the drug rehabilitation program contrary to the will of the populous then basically you're in a situation where you're emotionally unbalanced and not responding to the will of the citizens. There is a distinction in scale between personal values and position as representative of the community. He thinks Councilmember Lord said it best, personally she's 100% committed to the concept but recognizes her perspective as a representative of the community at large.

Ginny Espenshade, city resident, thanked Council. She thinks close votes are because it's a close question, not because they're at different ends of a decision. She looks forward to working with Mr. Licht and Set Free, and if he thinks were good at discussing things, wait 'til he sees how the community fundraises. One outcome from this discussion could be how many people have been educated on the needs in our community and she's confident the local match can be reached through grass roots efforts, and she will help with that. She commented about the Jumpstart Program offered by KBC for high school students to get college credits at a significantly reduced rate. She also commented she heard one of our hockey teams won at a tournament this weekend.

COMMENTS OF THE CITY ATTORNEY

City Attorney Wells had no comment.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen had no comment

COMMENTS OF THE CITY MANAGER

City Manager Koester reminded Council of the Open Meetings Act Brown Bag Lunch tomorrow at noon.

COMMENTS OF THE MAYOR

Mayor Castner commented regarding his recent trip and traveling along the Rio Grande from the Colorado border to El Paso where water is a big issue. El Paso is a dry riverbed and 30 miles

north it's very narrow and about 4 inches deep. Water rights are big deal as is the right to have water. He spent time working on the Enstar effort and the City of Homer and Kachemak City have jointly filed comments. He attended a meeting with Senator Dan Sullivan, along with the Mayors of Seldovia and Kachemak City, City Manager and staff members. It was a good meeting and the four points addressed were the Coast Guard and our need for harbor expansion, opioids and available State and Federal funds, Federal Transportation bill including the Marine Highway System, and disaster relief and planning. He acknowledged the importance of our local churches and the work and expressed his appreciation for all that they do.

COMMENTS OF THE CITY COUNCIL

Councilmember Venuti thanked everyone who stayed at the meeting tonight. Homer High School has won the Silver Award by the US News and Report as one of the top 100 schools in our nation. She thought that was important as we have some issue with our State and funding education. She recalled where she was on March 24, 1989 when the Exxon Valdes oil spill occurred and March 27, 1964 when the earthquake happened, and shared briefly about those experiences. She commented about the importance of having a family plan in place for emergencies to help relieve the stress of an event.

Councilmember Stroozas reminded people about the 26th Winter King Tournament on the 23rd of March and last year's local winner took home over \$56,000. He encouraged people to sign up because you can't win if you don't enter.

Councilmember Smith had no comment.

Councilmember Erickson shared that her mom was cleaning out files and found Resolution 80-22 acknowledging the Homer Public Library Board, Inc, its incorporators, members and supporters, and she read the Resolution.

Councilmember Lord apologized for coughing into her shirt tonight, her family has had influenza and it hit her pretty hard. She had time to reflect on being blessed to be able to be in sick in bed and not be afraid of losing her job, pay her rent, or care for her kids over the last two weeks. She recognizes that as resilience within her family and understands that's not across the board throughout our community. She segued that into her struggles in considering her vote on 19-07. She reiterated her full support of Set Free's project and effort in the community, and anything we're doing as a community to support people and build resilience as a community and also within families and individual people in the community. Her heart is there, she has family history and personal connection to the struggles and pains of addiction, mental health issues, and etcetera. She believes she can't make decisions at this table from a place of emotion, that what we do is precedent setting, and she wishes it was so simple that when good projects came before them that benefit the community, that it was a no brainer. But there is

no end to that list of needs and she looks forward to engaging in a conversation with the Homer Foundation and to continue a conversation at this table about it means, looks like, and what they want to do, in a more holistic way that we can hang our hats on and will last. She also commented about the significant impacts to our schools based on the proposed education cuts in the State budget, and the work the School District has done to identify what the cuts would look like, including closing McNeil and Chapman schools, pools, theaters, and sports, elimination of the breakfast program, and significant teacher cuts, to name a few, and also the Board work on developing a contingency. She's hopeful we'll get something from the legislature we can work with.

ADJOURN

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:49 p.m. The next Regular Meeting is Tuesday, March 26, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Melissa Jacobsen, 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 19-036

TO: HOMER CITY COUNCIL
FROM: KEN CASTNER, MAYOR
DATE: MARCH 20, 2019
SUBJECT: REAPPOINTMENT OF KATE FINN, MARCIA KUSZMAUL AND EMILIE SPRINGER;
AND THE APPOINTMENT OF ROBERT “GORDY” VERNON TO THE LIBRARY
ADVISORY BOARD

Kate Finn and Marcia Kuszmaul are reappointed to the Library Advisory Board for terms to expire April 1, 2022.

Emilie Springer is reappointed to the Library Advisory Board for a term to expire April 1, 2021.

Robert “Gordy” Vernon is appointed to the Library Advisory Board for a term to expire April 1, 2021.

RECOMMENDATION:

Confirm the reappointment of Kate Finn, Marcia Kuszmaul, and Emilie Springer, and the appointment of Robert “Gordy” Vernon to the Library Advisory Board



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3130
Fax: (907) 235-3143
clerk@cityofhomer-ak.gov

The information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

APPLICANT INFORMATION

Full Name: KATHLEEN (KATE) FINN
Physical Address Where you Claim Residency: 426 E. BAYVIEW
HOMER, AK 99603
Mailing Address: PO Box 3364 City: HOMER State: AK Zip: 99603
Phone: 235-5329 Email: HUNDRETHMONK 21@GMAIL.COM
Cell#: 299-11316 ^{NOT} _{RELIABLE} ^{MESSAGES} Work #: N/A

ADVISORY BODY YOU ARE REQUESTING REAPPOINTMENT TO:

- ADVISORY PLANNING COMMISSION
- PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION
- PORT & HARBOR ADVISORY COMMISSION
- ECONOMIC DEVELOPMENT ADVISORY COMMISSION
- LIBRARY ADVISORY BOARD
- OTHER - PLEASE INDICATE _____

CITY OF HOMER PUBLIC OFFICIAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

PLEASE PROVIDE THE FOLLOWING

Do you fill a seat for a City Resident or Non Resident
Has your residency changed since your last appointment? Yes No

PLEASE PROVIDE THE FOLLOWING

How long have you served on the advisory body?

Since July 25th 2017, so not quite 2 years

Please briefly explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. (You may attach an additional page if needed)

Dear Mayor Castner,

I've only been on the L.A.B. since July 2017, and am so happy to be able to reapply for this next term's position.

As important as libraries have been to me, until I entered this semi-retired stage in my life, it wasn't possible to predictably, reliably take on the responsibility of being a member of any board. I'm happy now to be able to make the time to participate in the community in this way.

I have loved being a part of the important, routine up-date and maintenance of the LAB responsibilities, as well as working with more experienced members, and Ann Dixon, on how to enhance our library's vision and focus. I was happy to also be part of the:

1-Lower KPBL public libraries, dialogue via OWL, on how we can work together and support each other, toward greater community service.

2-Supporting and providing the City Council with a formal way to petition our U.S. legislators for support of LISTA (Library Services and Technology Act) and IMLS (Institute of Museum and Library Services) when the funding was threatened last year.

3-Discussing ways to augment current activities of engaging our student populations access, support and participation in our public library. This included an informal request for suggestions from KPBSD library staff meeting during their "Collaboration Day" last month.

Personally being on the Board and becoming a member of the American Library Association, has opened my eyes to the world of public libraries, that is so much vaster than I ever imagined. Recently Conor Schmidt, our newest member of the LAB, exposed me to a recent episode from This American Life called "The Room of Requirement". A fascinating program on the varied roles public libraries play in communities around the nation. It is inspiring and forward looking, as our culture continues to change.*

Overall, I have learned a lot, and hopefully contributed something to the function and quality of Homer Public Library's Advisory Board. I look forward to continued service, if re-appointed.

Thanks so much for your consideration,

PS: *Here is the link if you choose to listen:

<https://www.thisamericanlife.org/664/the-room-of-requirement>

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

Friends of the Homer Public Library



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk
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APPLICANT INFORMATION

Full Name: Emilie Springer
Physical Address Where you Claim Residency: 67620 Bramwell Ridge Rd.
Mailing Address: PO Box 2882 City: Homer State: AK Zip: 99603
Phone: _____ Email: ESSpringer@alaska.edu
Cell#: 907 399 1175 Work #: _____

ADVISORY BODY YOU ARE REQUESTING REAPPOINTMENT TO:

- ADVISORY PLANNING COMMISSION
- PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION
- PORT & HARBOR ADVISORY COMMISSION
- ECONOMIC DEVELOPMENT ADVISORY COMMISSION
- LIBRARY ADVISORY BOARD
- OTHER - PLEASE INDICATE _____

CITY OF HOMER PUBLIC OFFICIAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No Submitting with this

PLEASE PROVIDE THE FOLLOWING

Do you fill a seat for a City Resident or Non Resident I'm not sure.
Has your residency changed since your last appointment? Yes No



Advisory Body Application For Reappointment to Committees, Commissions, Board & Task Forces

Office of the City Clerk
491 East Pioneer Avenue
Homer, Alaska 99603
Phone: (907) 235-3130
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The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are reappointed by the Mayor and your reappointment is confirmed by the City Council.

APPLICANT INFORMATION

Full Name: Marcia Jean Kuszmaul

Physical Address Where you Claim Residency: 40963 China Poot St.
(also own property within city limits)

Mailing Address: PO Box 1697 City: Homer State: AK Zip: 99603

Phone: _____ Email: _____

Cell#: 907-299-1566 Work #: 907-235-4779

ADVISORY BODY YOU ARE REQUESTING REAPPOINTMENT TO:

- ADVISORY PLANNING COMMISSION
- PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION
- PORT & HARBOR ADVISORY COMMISSION
- ECONOMIC DEVELOPMENT ADVISORY COMMISSION
- LIBRARY ADVISORY BOARD
- OTHER – PLEASE INDICATE _____

CITY OF HOMER PUBLIC OFFICIAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? Yes No

PLEASE PROVIDE THE FOLLOWING

Do you fill a seat for a City Resident or Non Resident
Has your residency changed since your last appointment? Yes No

PLEASE PROVIDE THE FOLLOWING

How long have you served on the advisory body?

3 1/2 yrs. originally completed an unfilled term

Please briefly explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. (You may attach an additional page if needed)

I currently am vice-chair of the LAB and am especially interested in reappointment because of the pending appointment of a new Library Director. I hope to help the new librarian get off to a good start and establish great working relationships with the LAB, city manager and Council.

While on the LAB I've spearheaded a number of initiatives, most recently the development of a new orientation packet for new LAB members, including drafting a "Roles and Responsibilities" document that more clearly outlines the various roles of the director, the LAB and the library Friends (attached). I also recently led a LAB work session to look at local and national trends in library use and public opinion over the past ten years. For the session, I completed and shared an analysis of Homer library use and changes in service patterns between 2007 and 2017 for us to consider in thinking about the future.

Should I be reappointed, my priorities are 1) to ensure the library has a strategic plan based on community needs that can be evaluated and guide annual budgeting, 2) to build productive relationships with local and borough stakeholders, 3) to help LAB members have a meaningful experience of service.

My commitment to quality and effective library service is deep. I worked at the Homer Library on Pioneer Avenue in the mid-80s, earned a graduate library degree from the University of Washington, worked for the American Library Association for 10 years, and received an MBA from Kellogg/Northwestern University.

I was a senior manager at Microsoft for 12 years. My husband and I now operate a bed and breakfast here, Juneberry Lodge, and are active in local arts organizations, the Chamber and Homer B&B Association.

I hope to continue to bring my interests and experience to bear on the work of the LAB. Thank you.

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:
American Library Association, United for Libraries (for trustees, friends and foundations),
Friends of the Homer Library (business sponsor), Homer Chamber of Commerce member

Working Together: Roles and Responsibilities Guidelines for Homer Public Library

Responsibilities of	Library Director	Library Advisory Board (LAB)	Friends
General Administrative	Administer daily operation of the library including personnel, collection development, fiscal, physical plant and programmatic functions. Act as advisor to the LAB and provide support to the Friends and community groups.	Advise the Library Director and make recommendations through the City Manager to the Mayor and City Council concerning the library and its programs. Advise city government to recruit, employ and retain a qualified library director.	Support quality library service in the community through fund raising, volunteerism and serving as advocates for the library.
Policy	Identify need for new written policies, as well as policy revisions. Work with the LAB to establish written policies to govern the operation of the library for approval by the City Council.	Work with the Library Director to establish written policies to govern the operation and program of the library for approval by the City Council.	Support the policies of the library.
Planning	Coordinate and implement a strategic plan with LAB, Friends, staff, community, and city government.	Ensure that the library has a strategic plan with implementation and evaluation components.	Provide input into the library's strategic plan and support its implementation.
Fiscal	Prepare an annual budget for the library in accordance with city charter. Pursue grant opportunities.	Assist in the preparation and presentation of the annual budget in accordance with city charter. Solicit donations of money and/or property for the benefit of the library.	Conduct fund raising to support the library's mission and plans.
Advocacy	Promote the mission of the library within the community. Educate the LAB, Friends, community and city government regarding local, state and federal issues that impact the library.	Promote the mission of the library within the community. Advocate for the library to legislators.	Promote the mission of the library within the community. Advocate for the library to legislators.
Meetings	Participate in LAB and Friends meetings. Ensure there is a liaison from the LAB to the Friends and vice versa.	Participate in all advisory board meetings. Appoint a liaison to the Friends Board and become a member of the Friends. Report on LAB and library activities to City Council at Council meetings.	Maintain a liaison to the LAB.
Networking	Encourage LAB and Friends to join state and national professional organizations and make them aware of educational opportunities.	Join United for Libraries national organization and/or Alaska Library Association as a resource for policies, operations and advocacy for libraries.	Join United for Libraries national organization as a resource to better support the library.



CITY OF HOMER
APPLICATION TO SERVE ON ADVISORY BODY
COMMISSION, BOARD, COMMITTEE, TASK FORCE

CITY CLERK'S OFFICE
CITY OF HOMER
491 E. PIONEER AVE
HOMER, AK 99603
PH. 907-235-3130
FAX 907-235-3143
clerk@cityofhomer-ak.gov

DEC 07 2018 11:00 PLE

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: ROBERT "GORDY" VERNON Date: 12/7/2018

Physical Address: 3356 BELUGA PLACE

Mailing Address: P.O. BOX 3 HOMER

Phone #: 399-1010 Cell #: _____ Work #: _____

Email Address: gogovernor@yahoo.com

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 advisory body that you are interested in serving on by marking with an X.
You may select more than one.

<input type="checkbox"/> ADVISORY PLANNING COMMISSION 1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 PM WORKSESSION PRIOR TO EACH MEETING AT 5:30 PM	<input type="checkbox"/> ECONOMIC DEVELOPMENT ADVISORY COMMISSION 2ND TUESDAY OF THE MONTH AT 6:00 PM
<input type="checkbox"/> PARKS ART RECREATION & CULTURE ADVISORY COMMISSION 3RD THURSDAY OF THE MONTH AT 5:30 PM NO MEETINGS IN JANUARY, JULY & DECEMBER	<input type="checkbox"/> CITY COUNCIL 2ND & 4TH MONDAY OF THE MONTH SPECIAL MEETINGS & WORKSESSIONS AT 4:00 PM COMMITTEE OF THE WHOLE AT 5:00 PM REGULAR MEETING AT 6:00 PM
<input type="checkbox"/> PORT & HARBOR ADVISORY COMMISSION 4th WEDNESDAY OF THE MONTH OCT-APRIL AT 5:00 PM MAY - SEPT AT 6:00 PM	<input checked="" type="checkbox"/> LIBRARY ADVISORY BOARD 1ST TUESDAY OF THE MONTH AT 5:30 PM NO MEETINGS IN JANUARY, JUNE AND JULY
<input type="checkbox"/>	<input type="checkbox"/> OTHER - PLEASE INDICATE _____
<input type="checkbox"/>	

I have been a resident of the city for several years. I have been a resident of the area for more than several years.

I am presently employed at I am not employed, that's why I have time.

Please list any special training, education or background you may have which is related to your choice of advisory body.

I have spent years in libraries.

Have you ever served on a similar advisory body? If so please list when, where and how long:

No

Why are you interested in serving on the selected advisory body?

Because I have learned so much on the other side of the desk.
I'd like to see what to know behind-the-desk.

Please list any current memberships or organizations you belong to related to your selection(s):

Homer Public Library, Anchorage Municipal Library, Soldotna & Kenai Libraries,
Tallrosetna & Mat-Su Libraries, Juneau Libraries, Ketchikan Library and
Alaskan Brewing Inc

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

Have you ever developed real property other than a personal residence, if so briefly explain:

No. Been part of corporations that developed properties (2 ski hills in Iowa,
brewery in Alaska)
but being in the car is quite different from driving the car

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

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

Yes No What is your primary use? Commercial Recreational

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

I'm from Iowa originally, where you understate everything,
you talk yourself down (self-effacing to use a big word)
try to get people to underestimate you. Up to this point
I was working elsewhere (Nome, Juneau, Barrow, Kenai, Soldotna, Seward...)
to live here. I'm retired now, and have some time.

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



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

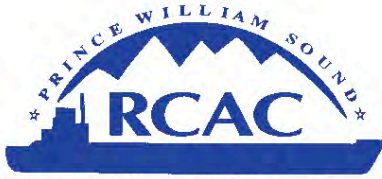
Memorandum 19-037

TO: HOMER CITY COUNCIL
FROM: KEN CASTNER, MAYOR
DATE: MARCH 20, 2019
SUBJECT: REAPPOINTMENT OF ROBERT ARCHIBALD AS HOMER'S REPRESENTATIVE TO
THE PRINCE WILLIAM SOUND REGIONAL CITIZENS ADVISORY COUNCIL

Robert Archibald is reappointed to the Prince William Sound Regional Citizens Advisory Council for a two year term that expires May 2021.

RECOMMENDATION:

Confirm the reappointment of Robert Archibald to the Prince William Sound Regional Citizens Advisory Council



Regional Citizens' Advisory Council / "Citizens promoting environmentally safe operation of the Alyeska terminal and associated tankers."

In Anchorage: 3709 Spenard Road / Suite 100 / Anchorage, Alaska 99503 / (907) 277-7222 / FAX (907) 277-4523
In Valdez: P.O. Box 3089 / 130 South Meals / Suite 202 / Valdez, Alaska 99686 / (907) 834-5000 / FAX (907) 835-5926

MEMBERS February 19, 2019

Sent via email and USPS mail

Alaska State
Chamber of Commerce

Ken Castner
City of Homer
491 E. Pioneer Ave.
Homer, AK 99603

Chugach Alaska
Corporation

City of Cordova

Dear Mayor Castner:

City of Homer

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is writing to advise you that Robert Archibald's term on our Board of Directors expires at the upcoming May 2-3, 2019, annual meeting in Valdez.

City of Kodiak

The dedicated seat for the City of Homer is its opportunity to influence decisions having profound implications for oil transportation safety in Alaska, and for the state's oil spill prevention and response capabilities. We greatly value your past participation.

City of Seldovia

City of Seward

The City of Homer is best served by a representative who:

City of Valdez

- Understands her/his organization and/or community, its needs, concerns and perspectives;
- Has at least a rudimentary familiarity with oil transportation issues;
- Has a home and work schedule flexible enough to allow participation and travel;
- Is committed to our mission of promoting environmentally safe operation of the Alyeska terminal and associated tankers; and
- Seeks opportunities to foster cooperative and constructive relationships between citizens, industry and regulatory agencies.

City of Whittier

Community of
Chenega

Community of
Tatitlek

Cordova District
Fishermen United

A PWSRCAC director can expect to devote an average of 15 hours a month on PWSRCAC business. The full Board conducts three 2-day meetings in January, May, and September. In addition, annual budget and planning meetings are held, as well as special meetings and opportunities to participate in committees or work groups. PWSRCAC staff provides support to board members whenever possible.

Kenai Peninsula
Borough

Please notify us in writing, no later than Monday, April 1, 2019, of your selected individual for the City of Homer's next two-year term on the PWSRCAC board. Ideally, this individual will then be expected to attend our May 2-3, 2019, meeting in Valdez for confirmation and participation. If Robert Archibald will continue to be your representative, we ask that you still notify PWSRCAC in writing.

Kodiak Island
Borough

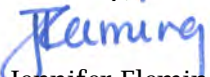
Kodiak Village Mayors
Association

If you have further questions about the PWSRCAC or the responsibilities of its directors, please don't hesitate to call. Thank you for your cooperation, and we look forward to the City of Homer's continued contribution.

Oil Spill Region
Environmental
Coalition

Port Graham
Corporation

Sincerely,


Jennifer Fleming
Executive Assistant

Prince William Sound
Aquaculture
Corporation

Cc via email: Robert Archibald

To Mayor Ken Castner
City of Homer AK
491 E. Pioneer Ave.
Homer, AK 99603

March 1, 2019

Dear Mayor Castner,
Please accept this letter as a formal request to be reappointed to the Prince William Sound Regional Citizens Advisory Council as the Board Member representing the City of Homer.

Regards,
Robert Archibald
PO Box 2460
Homer AK. 99603
(907) 235-8214



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 19-038

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: MARCH 19, 2019

SUBJECT: NEW MARIJUANA PRODUCT MANUFACTURING FACILITY LICENSE FOR COSMIC SEAWEED

We have been notified by the Alcohol Marijuana Control Office of a new marijuana product manufacturing facility application in the City of Homer for the following:

Lic. #	Doing Business As	License Type	Licensee	Premises Address
19728	Cosmic SeaWeed	Marijuana Product Manufacturing Facility	Christina Logan	262 Charles Way, Homer AK

Per Homer City Code 21.62.040 City Planner Abboud has reviewed the site and operation and his memo is attached.

RECOMMENDATION: Voice Non-Objection of the new marijuana product manufacturing facility license.

Fiscal Note: Revenues.



City of Homer

www.cityofhomer-ak.gov

Planning

491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us

(p) 907-235-3106

(f) 907-235-3118

MEMORANDUM 19

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: KATIE KOESTER, CITY MANAGER
FROM: RICK ABBOUD AICP, CITY PLANNER
DATE: MARCH 18, 2019
SUBJECT: COSMIC SEAWEED MARIJUANA MANUFACTURING FACILITY

I have received and reviewed the application for Cosmic Seaweed marijuana manufacturing facility, License number 19728, proposed to be located at 262 Charles Way. The proposed establishment is found in the Central Business District outside of any areas of exclusion for such a facility, making the location ripe for consideration of a marijuana related business.

I have found that the proposal meets applicable zoning standards. The applicant does not propose any signage and understands the districts lighting standards, as stated in the application. The applicant is expected to comply with zoning permit 1218-660, which includes the provision onsite parking.

I have no objection to the application on zoning related issues.



City of Homer

www.cityofhomer-ak.gov

Police Department

4060 Heath Street
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

(f) 907-235-3151/ 907-226-3009

Memorandum

TO: RENEE KRAUSE, MMC, DEPUTY CITY CLERK
FROM: MARK ROBL, CHIEF OF POLICE
DATE: MARCH 12, 2019
SUBJECT: NEW MARIJUANA PRODUCT MANUFACTURING FACILITY LICENSE

There is no objection to this Marijuana Product Manufacturing Facility.

License #: 19728
Doing Business as: Cosmic Seaweed, LLC
License Type: Marijuana Product Manufacturing Facility
Licensee: Cosmic Seaweed, LLC
Designated Licensee: Christina A. Logan
Service Location: 262 Charles Way, Homer AK 99603
Mailing Address: c/o CB Corey 272 Charles Way, Homer, AK 99603



March 5, 2019

City of Homer

Attn: Melissa Jacobsen, City Clerk

Via Email: clerk@cityofhomer-ak.gov

Kenai Peninsula Borough

Via Email: jblankenship@kpb.us

micheleturner@kpb.us

tshassetz@kpb.us

License Number:	19728
License Type:	Marijuana Product Manufacturing Facility
Licensee:	Cosmic SeaWeed, LLC
Doing Business As:	COSMIC SEAWEED, LLC
Physical Address:	262 Charles Way Homer, AK 99603
Designated Licensee:	Christina Logan
Phone Number:	907-982-0513
Email Address:	chrislogann@hotmail.com

New Application

AMCO has received a completed application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under 3 AAC 306.025(d)(2).

To protest the approval of this application(s) pursuant to 3 AAC 306.060, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of the date of this notice, and provide AMCO proof of service of the protest upon the applicant.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our May 1-3, 2019 meeting.

Sincerely,

Erika McConnell, Director

amco.localgovernmentonly@alaska.gov



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEED, LLC				
Physical Address:	262 Charles Way				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Christina Logan				
Email Address:	cosmicseaweed@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-08
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OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-08: Local Government Notice Affidavit

What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	COSMIC SEAWEEED, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): Homer City Date Submitted: 11/21/2018
 Name/Title of LG Official 1: Melissa Jacobsen Name/Title of LG Official 2: Travis Brown
City Clerk Planning Division
 Community Council: N/A Date Submitted: 11/21/2018
 (Municipality of Anchorage and Matanuska-Susitna Borough only)

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee: Christina A. LOGAN
 Printed name of licensee: Christina A. LOGAN
 Notary Public: MYRA RENFRO Notary Public in and for the State of Alaska
 State of Alaska
 My Commission Expires April 17, 2021 My commission expires: 04/17/2021

Subscribed and sworn to before me this 21 day of November, 2018.

Lic # 19728





Public Notice

Application for Marijuana Establishment License

License Number: 19728

License Status: Initiated

License Type: Marijuana Product Manufacturing Facility

Doing Business As: COSMIC SEAWEED, LLC

Business License Number: 1088609

Email Address: cosmicseaweed@gmail.com

Latitude, Longitude: 59.638874, -151.539705

Physical Address: 262 Charles Way
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

Phone Number: 907-982-0513

Email Address: cosmicseaweed@gmail.com

Mailing Address: 272 Charles Way
c/o CB Corey
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Christina Logan

Phone Number: 907-982-0513

Email Address: chrisloganm@hotmail.com

Mailing Address: 2303 Tulik Drive
Anchorage, AK 99517
UNITED STATES

Entity Official #2

Type: Individual

Name: Christopher Corey

Phone Number: 907-299-3745

Email Address: cbhomerak@gmail.com

Mailing Address: 272 Charles Way
Homer, AK 99603
UNITED STATES

Entity Official #3

Type: Individual

Name: Chris Long

Phone Number: 419-708-0174

Email Address: pyrofish13@gmail.com

Mailing Address: 879 Linda Court
Homer, AK 99603
UNITED STATES

Note: No affiliates entered for this license.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at

<https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

POSTING DATE

11/21/18

Notification for City of Homer





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
 marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEEED, LLC				
Physical Address:	262 Charles Way				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Christina Logan				
Email Address:	cosmicseaweed@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p>Form MJ-01: Marijuana Establishment Operating Plan REVISION 2/16/19</p>
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OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Alaska Marijuana Control Board
Form MJ-01: Marijuana Establishment Operating Plan

What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38** of **Alaska Statutes** and **Chapter 306** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

Section 1 – Establishment & Contact Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEED, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603
Mailing Address:	272 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603
Designated Licensee:	Christina Logan				
Main Phone:	907-982-0513	Cell Phone:	907-982-0513		
Email:	cosmicseaweed@gmail.com				



Form MJ-01: Marijuana Establishment Operating Plan

Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

As a manufacturing facility, the premises will be closed to anyone except employees and managers. Employees will be over the age of 21. The building is designed to prevent unauthorized entry by all persons at all times. Exterior entry points will be kept locked at all times and only employees and managers will be able to unlock doors and enter the facility. ID's of anyone attempting to enter the building for legitimate purposes will be verified for age over 21. Exterior cameras will be placed above the entry door and along the perimeter of the building, so anyone attempting to gain entry to the facility can be viewed by authorized personnel both inside the facility and remotely. There will be a written policy designating that no one under the age of 21 is allowed entry into the facility and all employees will be trained to verify identification and age of any visitor to the facility.

Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

Other than uniformed emergency personnel, AMCO inspectors, and state inspectors from fire or food safety, and repair technicians from equipment manufacturers, there is no reason that members of the public, other than the categories mentioned above, will be allowed into the building. The facility entry door leads to an office space which is separated by a door from the rest of the facility. Any legitimate visitors will be visually verified via the exterior surveillance system prior to being allowed to enter the facility. Except under emergency circumstances, any visitors to the facility will be escorted and supervised by an employee or manager while in the restricted areas of the facility. No more than 5 visitor per licensee or employee will be allowed at any time. If a fire or medical emergency occurs, first responders will be allowed unrestricted access to all areas of the facility. Any events of this manner will be reported to AMCO.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

Once inside the office area, visitors who have a legitimate reason to enter the restricted access areas will be required to provide staff with a valid form of identification as required in 3 AAC 306.350 to prove they are 21 years of age or older. Staff will fill out a visitor log, documenting the visitor's name, date, time of entry, time of exit, and reason for visit. Once the initial identification check and log entry is complete, all visitors will be given a Visitor Badge and will be instructed to clearly display the badge at all times. All visitors will be escorted by a Cosmic SeaWeed employee or licensee at all times while in any restricted access areas.

The visitors log will be maintained on site for a minimum of 6 months, and if records will be stored off-site they will be maintained for 3 years. Any business records on or off site will be made available to AMCO within 3 days upon request.



Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:

Staff ID will have the person's name, photo, and MJ handler permit number.



Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will illuminate 20 feet around the entrance to the facility in order for external video cameras to provide surveillance. Motion sensor flood lights will be placed above each entry to the facility, which will provide additional illumination if motion is detected. The city of Homer has specific exterior lighting requirements in order to minimize light pollution and these requirements will be met with the lighting plan. The surveillance camera imagery is quite good at low light levels. As much light as is necessary for quality night time camera images will be used, while at the same time not be creating light pollution for any neighboring buildings.



Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

A quality alarm system with digital video surveillance will be installed and will be monitored 24/7/365. The alarm system will monitor the entry and exit door to the facility, and interior motion detectors will monitor the entire space for any motion activity inside the facility when employees aren't present. Any unauthorized intrusion or attempted intrusion will trigger an audible alarm inside the facility and send an electronic alert to the cell phones of the all of the managing partners, and the manager on duty. The alarm system will always be activated and monitored when the facility is closed for business. The last employee to leave the facility each day will activate the security devices and sensors, and lock entry/exit door as they exit the facility. The daily manager will set the alarm system to standby mode (audible door alerts will still be active), and the opening staff will check all security tapes and cameras to ensure they are functioning properly. A policy and procedure will be in place designating a head of security who will be responsible for maintaining the schedule of the manager on duty, and ensuring that the alarm system is functioning and notifications are going to all cell phones of the partners. If an alarm notification is deemed to be legitimate by the manager on duty, local law enforcement will be notified by the manager. In order to avoid multiple false alarm notifications to local law enforcement, the manager will check the live video feed from their phone prior to notifying police. Policies will be in place which designate the order of actions to be taken depending on the perceived threat level. Safety of staff takes precedence over apprehending an intruder, and local law enforcement will be involved if any alarm is deemed legitimate. AMCO will be notified within 24 hours of any unauthorized access and/or evidence of any theft, diversion, or missing marijuana, marijuana products or money from the licensed premises.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

All staff will be trained on the detection and prevention of diversion of marijuana or marijuana products. Staff will utilize regular inventory weight and volume counts to verify inventory in METRC of both pre-extracted marijuana, and post-extracted marijuana products produced and stored on the premises. If the quantity count varies from METRC, or if there are other reasons to suspect diversion, management will begin an internal investigation. In the event that an employee is found to be illegally diverting marijuana, a managing partner will notify AMCO and local law enforcement. If diverted product is recovered, AMCO will be notified.

3.7. Describe your policies and procedures for preventing loitering:

There will be a written policy regarding loitering. Security cameras will be in place to monitor any persons who come onto the property grounds. Loitering outside the establishment will be met with a request from staff to leave the premises. If a loitering individual does not leave immediately, staff will inform them that local police will be contacted for assistance with removing the loitering individual from the premises. The entrance and perimeter of facility will be monitored and recorded by security cameras at all times. Additionally, door alarms and motion detection devices will be monitored continually during non-business hours.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right: Initials


3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.





Form MJ-01: Marijuana Establishment Operating Plan


Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. 

3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. 

3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. 

3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). 

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Without going into specific detail on this public document, video monitoring devices will be placed in such a manner to meet with the requirement under 3AAC 306.720. The video system will cover the exterior entrances and entrance to the restricted access area and will provide a clear view of individuals inside the facility and within 20 feet of any entrance. Cameras will be placed at a level to provide clear and certain identification of any person inside the restricted area, and the view will not be blocked by any equipment.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an offsite monitoring service and offsite storage of video surveillance records, your response must include how the offsite facility will meet these security requirements:

The surveillance recording equipment will be contained in a locked cabinet in the office area. Only licensee's will have access to the locked security cabinet. The security system will be password protected and accessible only to authorized individuals. Data will be stored on the security system's DVR for a minimum of forty (40) days as official business record. All surveillance data can be made accessible for upload to a separate hard drive to maintain records for longer than forty (40) days in the event of criminal, civil, or administrative investigations. All recordings will include the time and date stamp, and be archived in a format that does not permit alteration of the requested image, and will be available to AMCO and local law enforcement upon request.



Form MJ-01: Marijuana Establishment Operating Plan

Section 4 – Business Records

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

4.1. I certify that the following business records will be maintained and kept on the licensed premises:

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:

All business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, and transport manifests will be stored on-site for a minimum of 6 months, allowing ownership, management, and designated government authorities to have access to them. Once the records are archived off-site, they will be provided as soon as possible and within 3 days of a request from AMCO or other enforcement agency. A weekly digital backup of all computer files and records will be kept on site in case of computer malfunction. Records within the facility will be stored in the office, separate from all storage of marijuana and marijuana products. Only ownership, management, and authorized staff/agents will have access to of the office. We plan to have business records in electronic format as much as possible, and the digital back up hard drive will be stored in a fireproof safe inside the office. A duplicate hard drive will be stored at an off-site location and will be updated every 30 days.



Form MJ-01: Marijuana Establishment Operating Plan

Section 5 – Inventory Tracking of All Marijuana and Marijuana Product

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product, to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

Section 6 – Employee Qualification and Training

Review the requirements under 3 AAC 306.700. A marijuana establishment and each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. Each licensee, employee, or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

In addition to the marijuana handlers course, employees and agents will be familiarized with all company policies and procedures relating to AMCO regulatory compliance. There will be a regulatory compliance officer who will update the policy and procedure manual and ensure that all personnel are up to date and following regulation in all areas of tracking, production, packaging and transport. Marijuana concentrate manufacturing is an art as well as a science, involving the use of sophisticated and technical equipment. Training courses offered by the manufacturers will be attended by anyone who will use the equipment. The technology for the extraction process is evolving as the industry grows. Cosmic SeaWeed will regularly send it's staff members to trade shows and conferences to keep abreast of new and safer practices which will yield a safe, pure and quality product for the consumers.



Section 7 - Health and Safety Standards

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. [Signature]

7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. [Signature]

7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. [Signature]

7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). [Signature]

Answer "Yes" or "No" to each of the following questions: Yes No

7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. [Checked] []

7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. [Checked] []

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2): [Empty box]

Section 8 - Transportation and Delivery of Marijuana and Marijuana Products

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Regulation 3AAC 306.750 will be followed when creating a policy and procedure for transport and shipment. All marijuana products intended for sale will be organized and labeled for tracking in Metr. Products intended for sale will be packaged in wholesale or retail amounts with appropriate labels and packaging and stored in locked cabinets or freezers prior to shipment. Product will be loaded into sealed mylar bags in batches labeled for the destined individual retail outlet or manufacturer. The manager on duty will prepare the transport manifest and contents will be loaded into rectangular heavy duty lockable plastic boxes, such as Rubbermaid Action Packers. The locked boxes will be secured in the transport vehicle and will be accompanied by the manifest at all times.



Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.



8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.



8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.



8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.



8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.



8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.



8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.



Section 9 – Signage and Advertising

9.1. Describe any signs that you intend to post on your establishment with your business name, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

Cosmic SeaWeed, LLC does not plan on posting a sign with the name or logo on the exterior of the building. We want our facility remain as inconspicuous as possible. The house number will be clearly posted to enable fire department or local law enforcement to locate the building in an emergency.



Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute of your establishment. Include medium types and business logos (photos or drawings may be attached):

We will not advertise to the general public. We will have a sales associate who will make in person and phone contact with retail outlets and manufacturers (such as edible manufacturers) who would buy our product. We will have a website that will list and display our products with an on-line ordering mechanism for licensed retailers who we have established contact with. The product section of the website will be a "member's only" page, accessible only to licensed retailers within Alaska. The website contact information will only have phone and email contact and not the street address. (Which of course can easily be found by looking at these public documents.)
A copy of our business card is shown below.



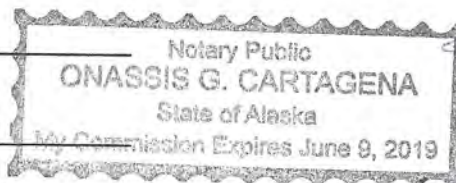
I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Christina A. Logan

Signature of licensee

Christina A. Logan

Printed name of licensee



Onassis G. Cartagena

Notary Public in and for the State of Alaska

My commission expires: June 9, 2019

Subscribed and sworn to before me this 15th day of February, 2019.

HOMER TRIBUNE

CASE/PO/AIO: Cosmic SeaWeed LLC, Chris Logan
AD# or identifier: Corrected Cosmic SeaWeed LLC Marijuana
Product Manufacturing Facility License #19728

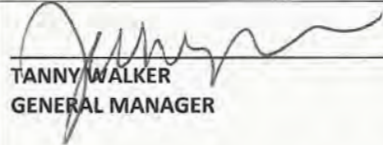
REMIT TO: Alaska Media, LLC
P.O. Box 241582
Anchorage, AK 99524
Ph: (907) 770-0820
Fax: (907) 770-0822

Invoice #: 31060

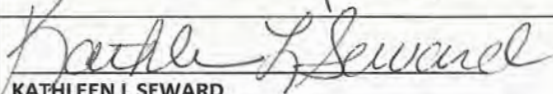
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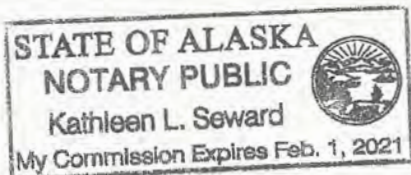
UNITED STATES OF AMERICA
STATE OF ALASKA, THIRD DISTRICT BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC, THIS DAY PERSONALLY
APPEARED Tanny Walker WHO, BEING FIRST DULY
SWORN, ACCORDING TO LAW, SAYS THAT S/HE IS General
Manager Of The Homer Tribune PUBLISHED AT 500 W
International Airport Rd, Ste F, Anchorage, AK, IN SAID
THIRD DISTRICT AND STATE OF ALASKA AND THAT THE
ADVERTISEMENT, OF WHICH THE ANNEXED OR ATTACHED
IS A TRUE COPY, WHICH WAS PUBLISHED IN SAID
PUBLICATION 2/21/19 AND THEREAFTER
FOR A TOTAL OF 1 CONSECUTIVE ISSUE(S), THE
LAST PUBLICATION APPEARING ON
2/21/19.

ATTACH PROOF OF PUBLICATION HERE


TANNY WALKER
GENERAL MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS 21st
day of February, 20 19


KATHLEEN L SEWARD
NOTARY PUBLIC STATE OF ALASKA
MY COMMISSION EXPIRES ON FEBRUARY 1, 2021



CLASSIFIEDS & LEGAL

55¢/word

Page 12

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February 21, 2019

MARINE

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www.alaskaboat.com
 235-4966

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APARTMENT FOR RENT
 Available March 1.
 Large 2 Bedroom 1 bath, living room, dining room.
 Overlooking Beluga Lake. Non Smoking. Pets on approval.
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EMPLOYMENT



Adult Basic Education Instructor

Kachemak Bay Campus (KBC) in Homer is looking for an exceptional individual to serve as Adult Basic Education instructor in math, reading, writing, GED test preparation and ESL in an individualized and classroom format. This is a 9 month term position, 32 hours per week, \$23.60/hour, benefits and tuition waivers available.

See list of responsibilities, qualifications and to apply online:

www.kpc.alaska.edu - KPC employment

Review begins on 3.4.19 but applications accepted until position is closed.

UA is an AA/EQ employer and educational institution and prohibits illegal discrimination against any individual: www.alaska.edu/nondiscrimination.

PUBLIC NOTICE

CORRECTION
 Cosmic SeaWeed, LLC is applying under 3 AAC 306.500(a)(1) for a new Marijuana Product Manufacturing Facility license, license #19728, doing business as COSMIC SEAWEEED, LLC, located at 262 Charles Way, Homer, AK, 99603, UNITED STATES.
 Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.



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I would like my copy of the newspaper conveniently delivered to my mailbox.



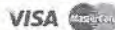
Fill out the blanks below, include payment and send to:
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 PO Box 241582
 Anchorage, Alaska 99524

Or call (907)770-0820 to pay with your credit/debit card.

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Name: _____
 Address: _____
 City, State, Zip: _____
 Phone Number: _____
 Email: _____

For more information, email accounting@reportalaska.com



HOMER TRIBUNE

Worship Services of Homer



Calvary Chapel Homer
 At West Homer Elementary
 995 Soundview Avenue
 Phone: 208-963-2081
 • Service time: 10:00 am

Faith Lutheran Church
 Corner of Sterling Hwy and Soundview Ave
 (Across from W. Homer Elementary)
 Preschool Director: Kristi Wickstrom
 Phone: 907-235-7600
 • Service time: 9:30am
 • Sunday School & Bible Study: 11:15 am
 Seldovia Warship: First and Third Sunday 3:30 pm

St. Augustine's Episcopal Church
 619 Sterling Highway
www.SaintAugustinesHomer.org
 Phone: 907-235-1225
 • Service time: 11:00 am
 • Holy Eucharist with Rev. Judith Lethin, 1st Sunday every month
 • Soup Sunday, 3rd Sunday every month

Church of the Nazarene
 3980 Hunter Street
 (off Baycrest Hill - Past the Salvation Army)
 Phone: 907-235-8747
 • Service time: 10:00 am

Community newspapers
 the original social networking site

Alaska Media LLC

Invoice

P.O. Box 241582
 Anchorage, Alaska 99524
 907-770-0820 / 907-770-0822 fax
 accounting@reportalaska.com

Date	Invoice #
11/29/2018	30236

PAID
11/13/2018

Bill To

Chris Logan
 272 Charles Way
 Homer, AK 99603



P.O. No.	Terms	Prepaid	Due Date	11/29/2018	Rep	TLD
Quantity	Item	Description	Rate	Class	Issue Date	Amount
1	Special Size	2 x 3" Black & White Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Marijuana Manufacturing license #19728, dba Cosmic Seaweed LLC	84.00	HT	11/15/2018	84.00T
1	Discount Special Size	Discount 2 x 3" Black & White Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Marijuana Manufacturing license #19728, dba Cosmic Seaweed LLC	-12.00 84.00	HT HT	11/15/2018 11/22/2018	-12.00 84.00T
1	Discount Special Size	Discount 2 x 3" Black & White Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Marijuana Manufacturing license #19728, dba Cosmic Seaweed LLC	-12.00 84.00	HT HT	11/22/2018 11/29/2018	-12.00 84.00T
1	Discount Affidavit	Discount Affidavit Fee	-12.00 5.50	HT HT	11/29/2018 11/29/2018	-12.00 5.50
1	Internet Surc...	Internet Surcharge Run dates 11/15, 11/22, 11/29/18 Email invoice, tear sheet, and affidavit to chrisloganrn@hotmail.com	10.00	HT	11/29/2018	10.00
		Sales Tax	7.50%	HT		16.20

Total		\$247.70
Make checks payable to Alaska Media, LLC. Tax ID 45-2985476		
Payments/Credits		-\$247.70
PLEASE CONTACT ACCOUNTING AT ALASKA MEDIA LLC FOR ALL QUESTIONS REGARDING THIS INVOICE. OR YOU CAN EMAIL ALL QUESTIONS TO ACCOUNTING@REPORTALASKA.COM		
Balance Due		\$0.00

HOMER TRIBUNE

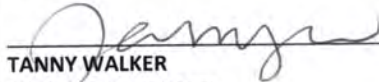
CASE/PO/AIO: Chris Logan/Cosmic SeaWeed LLC
AD# or identifier: Cosmic SeaWeed LLC applying for new
Marijuana Manufacturing License #19728

REMIT TO: Alaska Media, LLC
P.O. Box 241582
Anchorage, AK 99524
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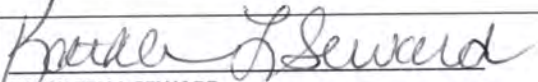
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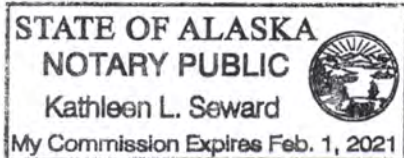
AFFIDAVIT OF PUBLICATION

UNITED STATES OF AMERICA
STATE OF ALASKA, THIRD DISTRICT BEFORE ME, THE
UNDERSIGNED, A NOTARY PUBLIC, THIS DAY PERSONALLY
APPEARED Tanny Walker WHO, BEING FIRST DULY
SWORN, ACCORDING TO LAW, SAYS THAT S/HE IS General
Manager Of The Homer Tribune PUBLISHED AT 500 W
International Airport Rd, Ste F, Anchorage, AK, IN SAID
THIRD DISTRICT AND STATE OF ALASKA AND THAT THE
ADVERTISEMENT, OF WHICH THE ANNEXED OR ATTACHED
IS A TRUE COPY, WHICH WAS PUBLISHED IN SAID
PUBLICATION 11/15/18 AND THEREAFTER
FOR A TOTAL OF 3 CONSECUTIVE ISSUE(S), THE
LAST PUBLICATION APPEARING ON
11/29/18.


TANNY WALKER
GENERAL MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS 29th
day of November, 20 18


KATHLEEN L SEWARD
NOTARY PUBLIC STATE OF ALASKA
MY COMMISSION EXPIRES ON FEBRUARY 1, 2021



ATTACH PROOF OF PUBLICATION HERE

MARINE

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www.alaskaboat.com
235-4966

SALE

Garage Sale ads are now

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PUBLIC NOTICE

NEW MARIJUANA MANUFACTURING FACILITY LICENSE

Cosmic SeaWeed, LLC is applying under 3 AAC306.400 (a) (1) for a new Marijuana Manufacturing license #19728. Doing business as Cosmic SeaWeed, LLC, located at 262 Charles Way, Homer, AK 99603, United States.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol and Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <http://www.commerce.alaska.gov/web/amco>

Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501

FUN PAGE

Check out the all new

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Crossword, Sudoku, and comics... Oh My!

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the original social networking site

HOMER TRIBUNE

ADVERTISING THAT POPS!
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Local Worship Services

Calvary Chapel Homer

At West Homer Elementary
995 Soundview Avenue
Phone: 208-963-2081
• Service time: 10:00 am

Christian Science Society

3774 Bartlett Street
All are welcome
www.christianscience.com
• Service time: 10:00 am

Church of the Nazarene

3980 Hunter Street
(off Baycrest Hill - Past the Salvation Army)
Phone: 907-235-8747
• Service time: 10:00 am

Faith Lutheran Church

Corner of Sterling Hwy and Soundview Ave
(Across from W. Homer Elementary)
Pastor: Gary Syth
Phone: 907-235-7600
• Service time: 9:30am
• Sunday School & Bible Study:
11:15 am
Seldovia Worship: First and Third
Sunday 1:30 pm

Homer United Methodist Church

Open Hearts, Open Minds,
Open Doors
770 East End Road
Phone: 907-235-8528
• Service time: 11:00 am

St. Augustine's Episcopal Church

619 Sterling Highway
www.SaintAugustinesHomer.org
Phone: 907-235-1225
• Service time: 11:00 am
• Holy Eucharist with Rev. Judith Lethin, 1st Sunday every month
• Soup Sunday, 3rd Sunday every month

Seventh-Day Adventist

210 E. Pioneer Ave
Pastor: Nick Clark
Phone: 303-956-6059
• Saturday Bible Study: 3:00 pm
• Saturday Worship: 4:00 pm

We would love to see your photos, paintings, drawings, finger colors, stick figures, selfies, smileys, and masterpieces!

HOMER TRIBUNE

Email to

terri@homertribune.com

CLASSIFIEDS & LEGAL

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November 22, 2018

MARINE

Alaska Boats & Permits, Inc.

www.alaskaboat.com
235-4966

NAUTICAL SCHOOL

US COAST GUARD LICENSE CLASSES IN ANCHORAGE, DEC. 3-14 AND JAN. 7-18 2019. WE FURNISH ALL BOOKS AND SUPPLIES AND DO THE TESTING FREE. \$700. CALL TOLL FREE 1-866-357-2687 OR EMAIL ants@mtaonline.net www.aknaultraining.com

SALE

Thurs: Closed Happy Thanksgiving
Fri: Black Friday 50% off entire store
Sat: 25% off entire store
Mon: Closed due to staff situation
Tues: 10% off military, Senior and first responder
Wed: Jewelry BOGO
Thurs: 25 % off housewares excludes Christmas housewares

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FUN PAGE

Check out the all new

FUN PAGE!

Crossword, Sudoku, and comics... Oh My!

Exit Right >>>



EMPLOYMENT

AlaskaUSA

Federal Credit Union®

FINANCIAL SERVICES REPRESENTATIVE - HOMER

Alaska's largest credit union is seeking a Financial Services Representative. Selected applicants must provide prompt, professional, helpful, knowledgeable and courteous member service. Responsibilities include performing teller, member service activities and loan activities, as well as meet sales goals through cross sales of credit union products and services. The credit union strives to provide employees with a comfortable working atmosphere, career opportunities and financial security in the form of competitive compensation and comprehensive benefit programs.

Detailed job descriptions can be accessed at www.alaskausa.org
Apply online!
Equal Opportunity Employer

SALE

Garage Sale ads are now

FREE

up to 25 words!
Email Terri to find out more!
terri@homertribune.com



HOMER TRIBUNE

ADVERTISING THAT POPS!

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Community newspapers
the original social networking site



Local Worship Services

Calvary Chapel Homer

At West Homer Elementary
995 Soundview Avenue
Phone: 208-963-2081
• Service time: 10:00 am

Christian Science Society

3774 Bartlett Street
All are welcome
www.christianscience.com
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Church of the Nazarene

3980 Hunter Street
(off Baycrest Hill - Past the Salvation Army)
Phone: 907-235-8747
• Service time: 10:00 am

Faith Lutheran Church

Corner of Sterling Hwy and Soundview Ave
(Across from W. Homer Elementary)
Pastor: Gary Syth
Phone: 907-235-7600
• Service time: 9:30am
• Sunday School & Bible Study:
11:15 am
Seldovia Worship: First and Third
Sunday 1:30 pm

Homer United Methodist Church

Open Hearts, Open Minds,
Open Doors
770 East End Road
Phone: 907-235-8528
• Service time: 11:00 am

St. Augustine's Episcopal Church

619 Sterling Highway
www.SaintAugustinesHomer.org
Phone: 907-235-1225
• Service time: 11:00 am
• Holy Eucharist with Rev. Judith Lethin, 1st Sunday every month
• Soup Sunday, 3rd Sunday every month

Seventh-Day Adventist

210 E. Pioneer Ave
Pastor: Nick Clark
Phone: 303-956-6059
• Saturday Bible Study: 3:00 pm
• Saturday Worship: 4:00 pm

We would love to see
your photos, paintings,
drawings, finger
colors, stick figures,
selfies, smileys, and
masterpieces!

HOMER TRIBUNE

Email to

terri@homertribune.com

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November 29, 2018

MARINE

Alaska Boats & Permits, Inc.

www.alaskaboat.com
235-4966

SALE

Garage Sale ads are now

FREE

up to 25 words!

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NAUTICAL SCHOOL

US COAST GUARD LICENSE CLASSES IN ANCHORAGE, DEC. 3-14 AND JAN. 7-18 2019. WE FURNISH ALL BOOKS AND SUPPLIES AND DO THE TESTING FREE. \$700. CALL TOLL FREE 1-866-357-2687 OR EMAIL ants@mtaonline.net www.aknauticaltraining.com

SALE

Fri: \$10 clothing bag sale
Sat Dec 1st: 50% off entire store
Mon: 15% Footwear
Tues: 10% off Seniors, military and first responders
Wed: Jewelry BOGO
Thurs: 25% off housewares



EMPLOYMENT

AlaskaUSA Federal Credit Union®

FINANCIAL SERVICES REPRESENTATIVE - HOMER

Alaska's largest credit union is seeking a Financial Services Representative. Selected applicants must provide prompt, professional, helpful, knowledgeable and courteous member service. Responsibilities include performing teller, member service activities and loan activities, as well as meet sales goals through cross sales of credit union products and services. The credit union strives to provide employees with a comfortable working atmosphere, career opportunities and financial security in the form of competitive compensation and comprehensive benefit programs.

Detailed job descriptions can be accessed at www.alaskausa.org
Apply online!
Equal Opportunity Employer

PUBLIC NOTICE

NEW MARIJUANA MANUFACTURING FACILITY LICENSE

Cosmic SeaWeed, LLC is applying under 3 AAC306.400 (a) (1) for a new Marijuana Manufacturing license #19728. Doing business as Cosmic SeaWeed, LLC, located at 262 Charles Way, Homer, AK 99603, United States.

Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol and Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <http://www.commerce.alaska.gov/web/amco>

Objections should be sent to AMCO at marijuana.licensing@alaska.gov or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501



HOMER TRIBUNE

**ADVERTISING
THAT POPS!**
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HOMERTRIBUNE.COM



Local Worship Services

Calvary Chapel Homer

At West Homer Elementary
995 Soundview Avenue
Phone: 208-963-2081

- Service time: 10:00 am

Christian Science Society

3774 Bartlett Street
All are welcome
www.christiansciencem.com

- Service time: 10:00 am

Church of the Nazarene

3980 Hunter Street
(off Baycrest Hill - Past the Salvation Army)
Phone: 907-235-8747

- Service time: 10:00 am

Faith Lutheran Church

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Pastor: Gary Syth
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- Sunday School & Bible Study: 11:15 am

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Sunday 1:30 pm

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235

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masterpieces!

HOMER TRIBUNE

Email to

terri@homertribune.com

Received by AMCO 11.29.18



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEED, LLC				
Physical Address:	262 Charles Way				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Christina Logan				
Email Address:	cosmicseaweed@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	<p><i>Food Establishment Permit Date Stamped received</i></p>
-----------------	---

OFFICE USE ONLY

Received Date:	Payment Submitted Y/N:	Transaction #:
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Application for Food Establishment Permit

Alaska Department of Environmental Conservation
Division of Environmental Health
Food Safety and Sanitation Program



Permit ID:

Section 1- GENERAL INFORMATION (All applicants complete entire section - please print).			
Purpose (check one) <input checked="" type="checkbox"/> New <input type="checkbox"/> Information Change <input type="checkbox"/> Extensive Remodel <input type="checkbox"/> Change of owner/operator <input type="checkbox"/> Reactivate			
Owner/Business Information	Name of Entity or Owner Responsible for Food Service C3 Commerical Building - Cosmic SeaWeed, LLC		AK Business License # 1088609
	Business/Corporate Mailing Address 272 Charles Way	City Homer	State Alaska
	Business/Corporate Phone 907-982-0513	Email christloganm@hotmail.com	
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Chris Logan- Managing Partner		Fax
	Type of Entity <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Other:		
Establishment Information	Establishment Name Cosmic SeaWeed, LLC	Physical Location 262 Charles Way	Nearest Community Homer
	Establishment Mailing Address 272 Charles Way	City Homer	State AK
	Establishment Phone 907-982-0513	Fax	Zip 99603
	Establishment Physical Address 262 Charles Way	City Homer	Contact Person Chris Logan
SEATING: (Food Service Only) <input checked="" type="checkbox"/> N/A <input type="checkbox"/> 25 or less <input type="checkbox"/> 26-100 <input type="checkbox"/> > 101			
TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)			
Marijuana Manufacturing Facility			
SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES			
a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the Plan Review Application? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)			
FOOD SERVICE ESTABLISHMENTS			
a. A copy of your menu will be required. Have you attached a copy of the proposed menu? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
b. Attach appropriate label, placard, or menu notation for the consumer advisories if you serve: <input type="checkbox"/> Wild Mushrooms <input type="checkbox"/> Unpasteurized juices <input type="checkbox"/> Farmed halibut, salmon, or sablefish <input type="checkbox"/> Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.			
c. Methods of food preparation (check the one that most closely describes the establishment): <input type="checkbox"/> Assembly of Ready to Eat Foods <input type="checkbox"/> Cook and Serve <input type="checkbox"/> Hot or cold Service for 2 hours or more is done <input checked="" type="checkbox"/> Complex (Preparation 1 day or more in advance, cooling and reheating is done).			
d. Style of Service: <input type="checkbox"/> Counter Service <input type="checkbox"/> Self Service (i.e. buffet line, salad bar) <input type="checkbox"/> Table Service <input checked="" type="checkbox"/> Other:			
e. Do you plan to operate as a caterer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list all the equipment used to protect food from contamination and maintain product temperature during: Transportation: Hot or Cold Holding:			

Form 18-31-APP.01 (Rev 4/13)



Permit ID(s)

Establishment Name(s)

e. **Floor Plan.** A floor plan with the listed components must be submitted as part of the application packet. Have you included a floor plan? Yes No

Layout and purpose of each room Type and location of lighting

Location of fixed equipment and plumbing features Type and location of ventilation, both building and local systems

Size, construction, and design of fixed equipment

Location of restrooms, including the number of toilets and handwash sinks.

f. **Plumbing Schematic.** A plumbing schematic with the listed components must be submitted as part of the application packet. Have you included a detailed drawing of the plumbing schematic? Yes No

Plumbing schematic showing each hot, cold, and wastewater line.

Plumbing connection to the wastewater line (direct vs. indirect)

Hot water capacity

Have you contacted the State Plumbing Inspector? Yes No

G **Fire Marshall.** Have you contacted the State Fire Marshall? Yes No

Please describe your ventilation/hood system:

We do not have a hood system. We will have an air ventilation system with a fresh air heat exchanger and robust ventilation fans which will operate as needed.

SECTION C: ADDITIONAL INFORMATION

a. **Storage.** How often will you receive food deliveries? Do you have adequate storage to support your operation? Consult the Plan Review Guide for information about storage capacity.

We will not receive food deliveries. Intake of raw product for processing will be no more than 5 pound packages by a designated and properly licensed delivery person. Raw product will be stored in either room temperature lockers or in cold storage depending on the designation of the final product. There will be two 20 cu ft freezers and a 40 cu foot storage locker in the intake area.

b. **Dressing Rooms and Locker Rooms.** Describe how employee clothing, belongings, etc will be stored:

There is a small office area with lockers for each employee. There are only 2 employees who will usually not be working at the same time. Employees will wear lab coats over clothing and have a dedicated pair of shoes that are only worn inside the building.

c. **Poisonous/Toxic Materials.** Describe location and means to store poisonous or toxic materials:

Butane will be stored in an approved compression cylinder, and secured in a manner to prevent issues in the event of an earthquake.

d. **Floors/Walls/Ceilings.** Describe how the floors, walls, ceilings, and shelving will be finished (tile, paint, etc):

Painted. Floor in vinyl linoleum. Shelving will be melamine, plastic, or metal for certain storage





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	COSMIC SEAWEEED, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris C. Long
Title:	Owner/ Managing Partner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

ce

I certify that I am not currently on felony probation or felony parole.

ce

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

ce

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

ce

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

ce

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

ce

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

ce

I certify that my proposed premises is not located in a liquor licensed premises.

ce

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

ce

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

ce

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

ce





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

ce

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

ce

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

~~ce~~ error
ce

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

ce

All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Chris Long
 Signature of licensee

Notary Public
 MEGAN N. LEGGETT
 State of Alaska
 My Commission Expires Aug. 30, 2021

Megan N. Leggett
 Notary Public in and for the State of Alaska

Chris Long
 Printed name of licensee

My commission expires: 08/30/2021

Subscribed and sworn to before me this 19th day of November, 20 18.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

What is this form?

This application certifications form is required for all marijuana establishment license applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306.

This form must be completed and submitted to AMCO's main office by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	COSMIC SEAWEEED, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christopher B. Corey
Title:	Owner/ Managing Partner

Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CC

I certify that I am not currently on felony probation or felony parole.

CC

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CC

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CC

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

CC

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CC

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CC

I certify that my proposed premises is not located in a liquor licensed premises.

CC

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CC

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CC

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by AMCO is grounds for denial of my application.

CC





Alaska Marijuana Control Board
Form MJ-00: Application Certifications

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify and understand that I must operate in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

Read each line below, and then sign your initials in the box to the right of only the applicable statement:

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

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I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

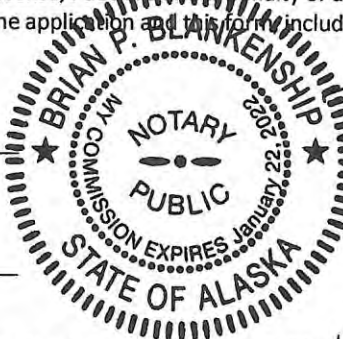
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Christopher Corey

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: 01/22/2022

Subscribed and sworn to before me this 13 day of November, 2018.





Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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Doing Business As:	COSMIC SEAWEEED, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christina A. Logan
Title:	Owner/ Managing Partner

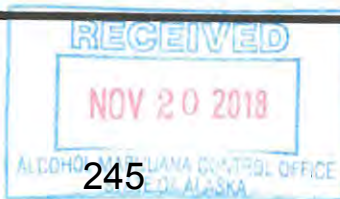
Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

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Alaska Marijuana Control Board

Form MJ-00: Application Certifications

Section 4 – Certifications

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Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

[Handwritten initials]

I certify that I am not currently on felony probation or felony parole.

[Handwritten initials]

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

[Handwritten initials]

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

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[Handwritten initials]

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[Handwritten initials]

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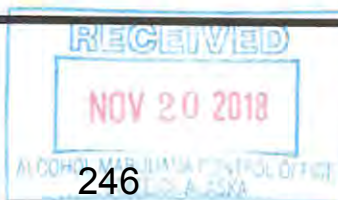
[Handwritten initials]

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[Handwritten initials]





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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[Handwritten initials]

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[Handwritten initials]

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[Handwritten initials]

All marijuana establishment license applicants:

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[Handwritten signature]
 Signature of licensee

Christina Logan
 Printed name of licensee



[Handwritten signature]
 Notary Public in and for the State of Alaska

My commission expires: 04/17/2021

Subscribed and sworn to before me this 20th day of November, 2018.





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

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License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEEED, LLC				
Physical Address:	262 Charles Way				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Christina Logan				
Email Address:	cosmicseaweed@gmail.com				

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	Form MJ-07
------------------------	------------

OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board
Form MJ-07: Public Notice Posting Affidavit

What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

This form must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 - Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Cosmic SeaWeed, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 - Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

Start Date: 11/10/18 End Date: 11/20/18

Other conspicuous location: Two Sister Bakey bulletin board, Spenard Builders Supply, Homer, bulletin brd

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee
Christina Logan
 Printed name of licensee



Notary Public in and for the State of Alaska
 My commission expires: 04/17/2021

Subscribed and sworn to before me this 20th day of November, 2018.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEEED, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris C. Long				
Title:	Owner/ Managing Partner				
SSN:	[REDACTED]		Date of Birth:	[REDACTED]	





Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Chris Long

Signature of licensee

Megan N. Leggett

Notary Public in and for the State of Alaska

Chris Long

Printed name of licensee

My commission expires: 08/30/2021

Subscribed and sworn to before me this 19th day of November, 2018.

Notary Public
MEGAN N. LEGGETT
 State of Alaska
 My Commission Expires Aug. 30, 2021





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	Cosmic Seaweed, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christopher B. Corey		
Title:	Owner/Managing Partner		
SSN:	[REDACTED]	Date of Birth:	[REDACTED]





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Christopher Corey
Printed name of licensee

My commission expires: 01/22/2022

Subscribed and sworn to before me this 13 day of November, 2018.





Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each proposed licensee before any license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	COSMIC SEAWEEED, LLC		
Premises Address:	262 Charles Way		
City:	Homer	State:	AK
		ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christina A. Logan		
Title:	Owner/ Managing Partner		
SSN:	[REDACTED]	Date of Birth:	[REDACTED]





Alcohol and Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

Alaska Marijuana Control Board

Form MJ-09: Statement of Financial Interest

Section 3 – Certifications

I certify that no person other than a proposed licensee listed on my marijuana establishment license application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which a marijuana establishment license is being applied for.

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. *The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

I declare under penalty of unsworn falsification that this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Notary Public in and for the State of Alaska

Christina Logan

Printed name of licensee

My commission expires: 04/17/2021

Subscribed and sworn to before me this 20th day of November, 2018.



Alcohol & Marijuana Control Office

License Number: 19728

License Status: New

License Type: Marijuana Product Manufacturing Facility

Doing Business As: COSMIC SEAWEED, LLC

Business License Number: 1088609

Designated Licensee: Christina Logan

Email Address: cosmicseaweed@gmail.com

Local Government: Homer

Community Council:

Latitude, Longitude: 59.638874, -151.539705

Physical Address: 262 Charles Way
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

Phone Number: 907-982-0513

Email Address: cosmicseaweed@gmail.com

Mailing Address: 272 Charles Way
c/o CB Corey
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Christina Logan

[Redacted]

Phone Number: 907-982-0513

Email Address: chrisloganrn@hotmail.com

Mailing Address: 2303 Tulik Drive
Anchorage, AK 99517
UNITED STATES

Entity Official #2

Type: Individual

Name: Christopher Corey

[Redacted]

Phone Number: 907-299-3745

Email Address: cbhomerak@gmail.com

Mailing Address: 272 Charles Way
Homer, AK 99603
UNITED STATES

Entity Official #3

Type: Individual

Name: Chris Long

[Redacted]

Phone Number: 419-708-0174

Email Address: pyrofish13@gmail.com

Mailing Address: 879 Linda Court
Homer, AK 99603
UNITED STATES

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
https://www.commerce.alaska.gov/web/amco
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728
License Type:	Marijuana Product Manufacturing Facility		
Doing Business As:	COSMIC SEAWEEED, LLC		
Physical Address:	262 Charles Way		
City:	Homer	State:	AK
		Zip Code:	99603
Designated Licensee:	Christina Logan		
Email Address:	cosmicseaweed@gmail.com		

Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	ppopp
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OFFICE USE ONLY

Received Date:		Payment Submitted Y/N:		Transaction #:	
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Commercial Lease Agreement

This Commercial Lease Agreement is made effective November 1, 2018, between Cosmic SeaWeed, LLC (Tenant) and Christina A Logan IRA (Landlord).

Landlord is the owner of the land and building known as C3 Commercial Building (Leased Premises) at the address commonly known as 262 Charles Way, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 174.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;


1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Initial Term beginning 11/1/2018 and ending 12/31/2020. On November 20, 2018, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
2. Rent: Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$2000.00 per month.
3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana manufacturing, production, storage, shipment and activities. Landlord is aware that closed loop hydrocarbon extraction equipment will be on site, and Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions.
6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an



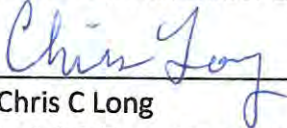
emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

11. Default: Landlord shall not take into it's possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

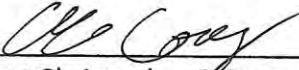
IN WITNESS WHEREOF, the parties have executed this Lease on November 1, 2018



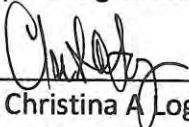
Landlord
Christina A Logan IRA
Christina Logan (manager)



Tenant Chris C Long
Chief Financial Officer, Cosmic SeaWeed, LLC



Tenant Christopher B Corey
Chief Operating Officer, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Chief Executive Officer, Cosmic SeaWeed, LLC





Alaska Marijuana Control Board

Cover Sheet for Marijuana Establishment Applications

Alcohol & Marijuana Control Office
550 W 7th Avenue, Suite 1600
Anchorage, AK 99501
marijuana.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
Phone: 907.269.0350

What is this form?

This cover sheet **must** be completed and submitted any time a document, payment, or other marijuana establishment application item is emailed, mailed, or hand-delivered to AMCO's main office.

Items that are submitted without this page will be returned in the manner in which they were received.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	License Number:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEED, LLC				
Physical Address:	262 Charles Way				
City:	Homer	State:	AK	Zip Code:	99603
Designated Licensee:	Christina Logan				
Email Address:	cosmicseaweed@gmail.com				

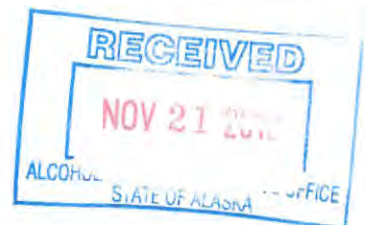
Section 2 – Attached Items

List all documents, payments, and other items that are being submitted along with this page.

Attached Items:	MJ-02
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Received Date:		Payment Submitted Y/N:		Transaction #:	
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Alaska Marijuana Control Board Form MJ-02: Premises Diagram

What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). All areas designated as the licensed premises of a single license must be contiguous.

What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

Section 1 – Establishment Information

Enter information for the business seeking to be licensed, as identified on the license application.

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	19728		
License Type:	Marijuana Product Manufacturing Facility				
Doing Business As:	COSMIC SEAWEEED, LLC				
Premises Address:	262 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603





Alaska Marijuana Control Board
Form MJ-02: Premises Diagram

Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices.

The following details must be included in all diagrams:

- License number and DBA
- Legend or key
- Color coding
- Dimensions
- Labels
- True north arrow

The following additional details must be included in Diagram 1:

- Surveillance room
- Restricted access areas
- Storage areas
- Entrances, exits, and windows
- Walls, partitions, and counters
- Any other areas that must be labeled for specific license types

The following additional details must be included in Diagram 2:

- Areas of ingress and egress
 - Entrances and exits
 - Walls and partitions
- N/A

The following additional details must be included in Diagrams 3 and 4:

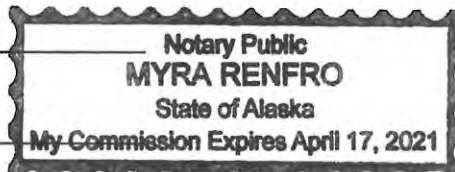
- Areas of ingress and egress
- Cross streets and points of reference

The following additional details must be included in Diagram 5:

- Areas of ingress and egress
 - Entrances and exits
 - Walls and partitions
 - Cross streets and points of reference
- N/A

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, statements, and depictions is true, correct, and complete.

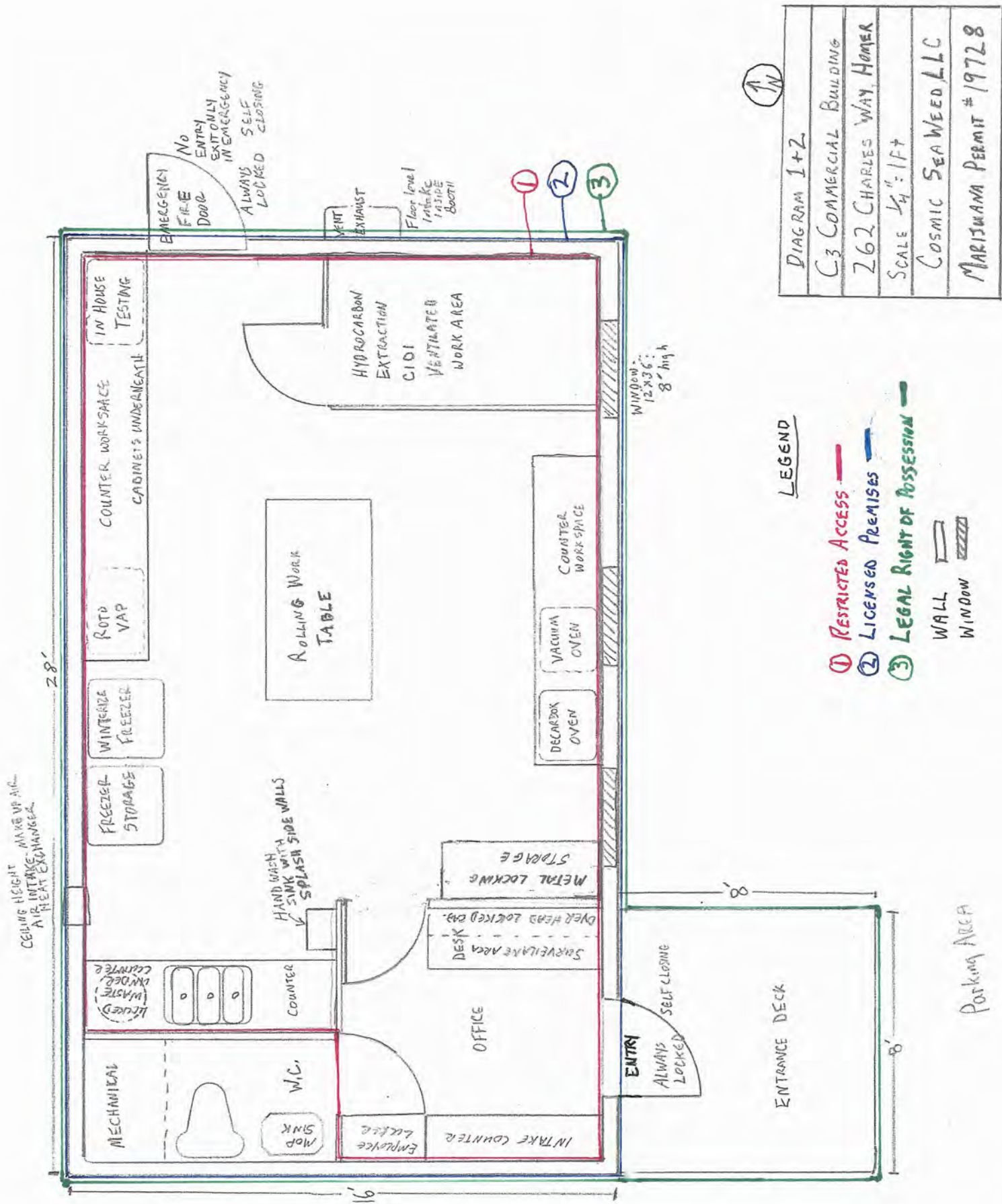
Christina Logan
 Signature of licensee
CHRISTINA LOGAN
 Printed name of licensee



Myra Renfro
 Notary Public in and for the State of Alaska
 My commission expires: 04/17/2021

Subscribed and sworn to before me this 21st day of November, 2018.



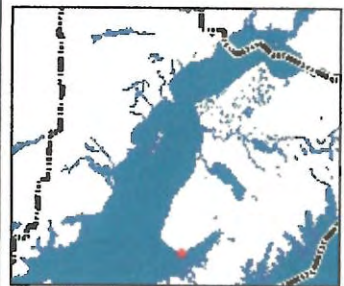




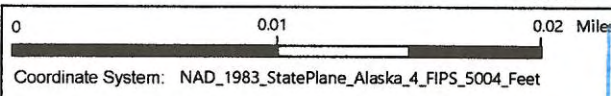
Legend

- PlaceNames
 - Towns and Villages
 - City
- KPB Boundary
- City Limits
- Census Designated Places
- Highways
- Major Roads
- Roads
 - Town Medium Volume
 - Town Low/Seasonal; Other
 - Proposed
- Parcels
- Water
- Major Rivers and Salt Water
- Lakes and Ponds
- Streams and Rivers
- Map Boundary

DIAGRAM 4
 C3 COMMERCIAL BLDG
 262 CHARLES WAY
 COSMIC SEAWEED, LLC
 PERMIT # 19728

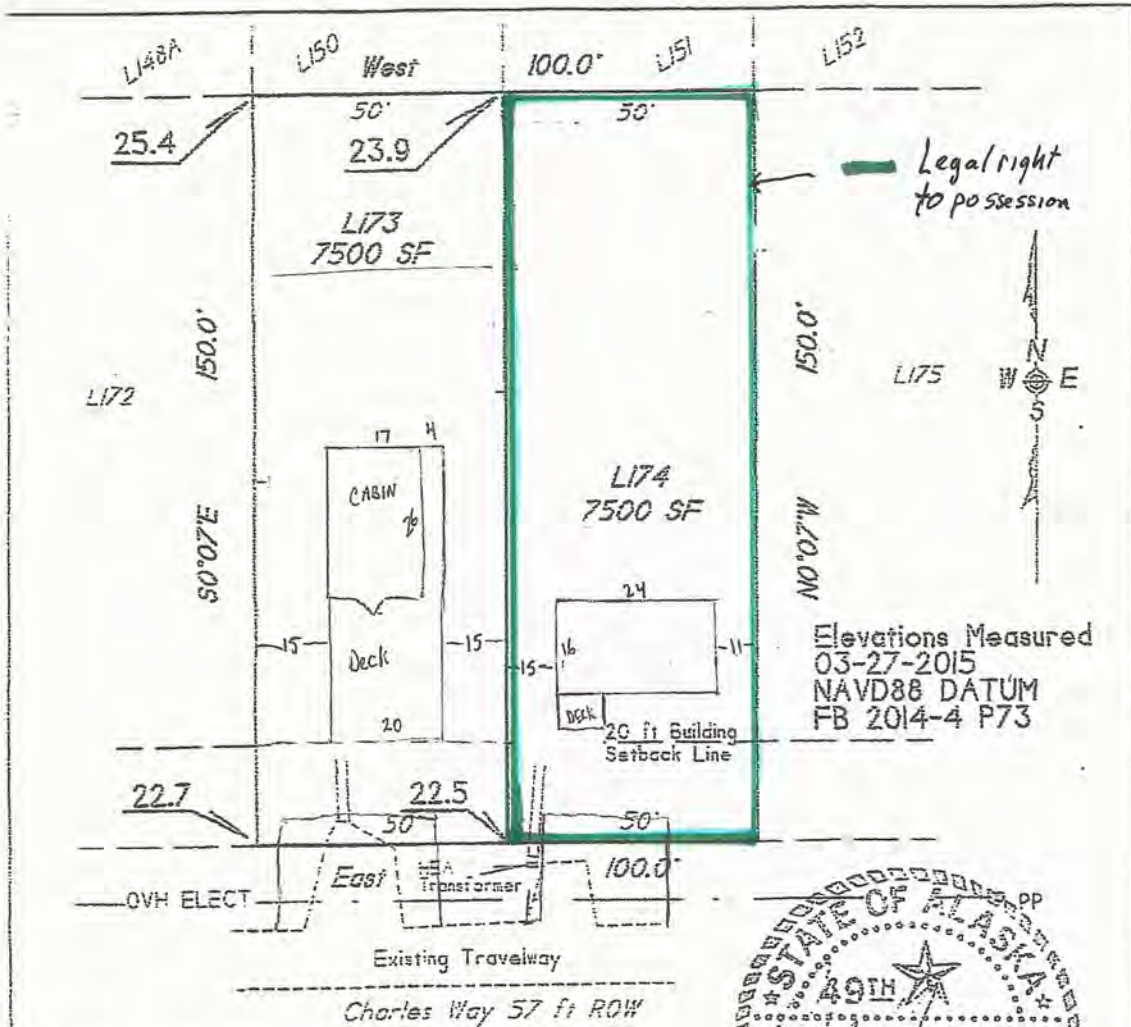


Notes
 Type any notes here.



RECEIVED
 NOV 21 2018
 264
 ALCOHOL & DRUG CONTROL OFFICE
 STATE OF ALASKA

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION



I hereby Certify that I have surveyed the following property and that no visible encroachments exist:

Lots 173 and 174 W. R. Benson's Subdivision Amended

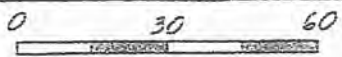
Exclusion Note: It is the responsibility of the Owner(s) to determine the existence of any easements, covenants, or restrictions which do not appear on the recorded subdivision plat. Under no circumstances should any data hereon be used for construction or for the establishment of fence or boundary lines.

This document may not be recorded or copies sold without the written permission of the Surveyor. This Survey is to be used only for the purposes intended and is valid for 120 days from the date of original survey after which it must be recertified.

L148BEN.cgo

REDUCED SCALE

3-27-15
 DIAGRAM 2+3
 C3 COMMERCIAL BUILDING
 262 CHARLES WAY HOMER
 COSMIC SEAWEED LLC
 MARIJUANA PERMIT # 19728



Graphic Scale

Clients: Tristen Peery 93 Roxie Rd Fairbanks AK 99709	Surveyed By: Roger W. Imhoff, RLS PO Box 2588 Homer Ak 99603
Date of Survey 4-07-14	File L173WRBenson.vcd
Drawn RWI	FB2014-2
	Scale 1" = 30 ft

ASBUILT SURVEY
 Lots 173 and 174 W. R. Benson's Subdivision Amended
 as shown on Plat No. 67-365
 Located in the SW 1/4
 Section 20, T6S, R13W, S4
 Homer Recording District
 Third Judicial District, Alaska
 KPB Tax Parcel No. 17716432 & 17716433



Office of the Borough Clerk

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Johni Blankenship, MMC
Borough Clerk

March 6, 2019

Sent via email: clerk@ci.homer.ak.us

City of Homer Clerk
Homer City Hall

RE: New Application for Marijuana Product Manufacturing Facility

Business Name : Cosmic SeaWeed, LLC
License Location : Homer/262 Charles Way
License No. : 19728

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

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

Sincerely,

Johni Blankenship, MMC
Borough Clerk

cc: cosmicseaweed@gmail.com

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-13

An Ordinance of the City Council of Homer, Alaska Amending the FY 2019 Operating Budget to Fund a Coastal Engineer's Analysis of the Seawall by Appropriating \$8,369.78 from the Ocean Drive Loop Special Service District Account and \$1,837.27 from the City Seawall Reserve Account.

Sponsor: City Manager

1. City Council Regular Meeting March 26, 2019, Introduction

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 19-13

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY 2019 OPERATING BUDGET TO FUND A COASTAL ENGINEER'S ANALYSIS OF THE SEAWALL BY APPROPRIATING \$8,369.78 FROM THE OCEAN DRIVE LOOP SPECIAL SERVICE DISTRICT ACCOUNT AND \$1,837.27 FROM THE CITY SEAWALL RESERVE ACCOUNT.

WHEREAS, The Homer City Council adopted Emergency Ordinance 11-49(S) which created the Ocean Drive Loop Special Service District; and

WHEREAS, The Special Service District was created to raise tax revenues from benefitted property owners to support maintenance and repair of the seawall they own which is located on their properties; and

WHEREAS, In addition, the City contributes \$10,000 annually to a Seawall Reserve Account for the City's portion of repairs to the seawall; and

WHEREAS, The assessment methodology for funding the construction of the seawall was based on linear footage. Based on this established methodology, property owners are responsible for 82% of associated seawall costs and the City as a property owner is responsible for 18% of associated seawall costs; and

WHEREAS, Since the formation of the Ocean Drive Loop Special Service District in 2012, seawall maintenance expenditures have progressively increased; and

WHEREAS, From 2012 to 2018, seawall maintenance expenses totaled \$219, 256 while the funding available to cover costs during that period totaled \$314, 665; and

WHEREAS, At the end of FY 2018, the remaining balance of available funds to cover any additional seawall maintenance expenses totaled \$95,409; and

WHEREAS, Due to the inadequate remaining balance of available funds to cover any additional emergency seawall maintenance expenses and the escalating maintenance needs of the seawall, an expert's opinion that prioritizes maintenance and repair practices would assist the City in strategically managing seawall maintenance needs and provide the City and

41 property owners with cost estimates for materials and improvements that will extend the life
42 of the seawall; and

43
44 WHEREAS, On February 28, 2019, The City Manager, Public Works Director, and
45 residents of the Special Service District attended a neighborhood meeting to collectively
46 problem solve and devise solutions for how to extend the life of the seawall; and

47
48 WHEREAS, At that meeting, there was general consensus that hiring a coastal
49 engineering firm to conduct an analysis of the seawall, provide maintenance work
50 recommendations, and evaluate potential improvements that would significantly extend the
51 life of the seawall and reduce maintenance needs and costs in the long-term would be in the
52 Special Service District and City's best interests; and

53
54 WHEREAS, The City currently holds a term contract with Anchorage-based engineering
55 firm HDR Alaska, Inc. This term contract was competitively solicited in conformance to the
56 City's procurement manual. HDR Alaska, Inc. was selected for their expertise in marine
57 engineering, design, and construction services; and

58
59 WHEREAS, The formal proposal provided by HDR Alaska, Inc. to perform a coastal
60 engineering study of the deteriorating seawall and provide potential concepts for long-term
61 shore protection of the seawall totals \$9,721; and

62
63 WHEREAS, With a five percent contingency fee of \$486.05 applied to the proposal, the
64 total amount requested to conduct this work is \$10,207.05; and

65
66 WHEREAS, City Council approval is required in order to spend \$8,369.78 from the
67 Special Service District Account and \$1,837.27 from the Seawall Reserve Account according to
68 the respective percentages defined by the assessment methodology used for funding the
69 construction of the seawall.

70
71 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

72
73 Section 1. The Homer City Council hereby amends the FY 2019 Operating Budget by
74 funding an engineer's analysis of the seawall by appropriating \$8,369.78 from the Ocean Drive
75 Loop Special Service District Account and \$1,837.27 from the City's Seawall Reserve Account
76 as follows:

77
78 Appropriation/Transfer From:

79
80 Account Description Amount

81

82	156-0369	City Seawall Reserve	\$1,837.27
83			
84	808-0375	Ocean Drive Loop Special Service District	\$8,369.78
85			

86 Section 2. The City Manager is hereby authorized to execute the appropriate
87 documents.

88
89 Section 3. This ordinance is a budget amendment ordinance only, is not permanent in
90 nature and shall not be codified.

91
92 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
93 2019.

94 CITY OF HOMER

95
96 _____
97 KEN CASTNER, MAYOR

98 ATTEST:

99
100 _____
101 MELISSA JACOBSEN, MMC, CITY CLERK

102
103 YES:

104 NO:

105 ABSTAIN:

106 ABSENT:

107
108 First Reading:

109 Public Hearing:

110 Second Reading:

111 Effective Date:

112
113 Reviewed and approved as to form.

114
115 _____
116 Katie Koester, City Manager

115 _____
116 Holly C. Wells, City Attorney

117
118 Date: _____

117
118 Date: _____

TASK ORDER #3

This Task Order pertains to an Agreement by and between the City of Homer, (“OWNER”), and HDR Alaska, Inc., (“ENGINEER”), dated May 8, 2017, (“the AGREEMENT”). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 3

PROJECT NAME: Homer Seawall Study

PART 1.0 PROJECT DESCRIPTION:

Perform a coastal engineering study of the deteriorating seawall and provide potential concepts for long-term shore protection.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER:

Task 1: The ENGINEER will observe and evaluate the existing seawall with the City Engineer within 3 weeks of receipt of an executed task order and notice to proceed. This effort will entail a site visit by one Alaska professional engineer to observe the seawall. Following the site visit the ENGINEER will evaluate potential improvement concepts to provide more long-term shore protection. The evaluation will take into account environmental considerations, regulatory considerations, cost, and effectiveness. Within 4 weeks of the site visit, the ENGINEER will provide OWNER with a brief technical memorandum describing the site visit observations, no more than two (2) potential improvement concepts, challenges associated with these concepts, ENGINEER’s opinion of the most cost-effective/feasible concept and rationale, rough order magnitude (ROM) opinion of probable construction cost for each concept, and overall steps and considerations for detailed design under a future phase of work. Included in the technical memorandum will be a typical section schematic and plan-view footprint of each concept. This memorandum will be submitted electronically by email. The OWNER will provide one round of written comments on the memorandum. Within 1 week of receipt of written comments, ENGINEER will finalize the technical memorandum. ENGINEER will be available for a two-hour teleconference with interested parties to answer questions regarding the study.

PART 3.0 OWNER’S RESPONSIBILITIES: Owner’s representative shall participate in a walk-through of the site, provide the ENGINEER with OWNER-desired aerial photograph for plan-view figures, provide review comments and process invoices in a timely manner.

PART 4.0 DELIVERABLES AND TIME PERIOD: Deliverables and time period are described above in Part 2.0.

PART 5.0 PAYMENTS TO ENGINEER: Lump sum contract in the amount of \$9,721 as shown on the attached detailed fee estimate. Invoices will be submitted and paid on a monthly basis.

PART 6.0 OTHER: Not Used.

This Task Order is executed this ___th day of _____, 2018.

City of Homer
"OWNER"

HDR Alaska, Inc.
"ENGINEER"

By: Carey Meyer

By: Tim Gallagher

Signature: _____
Title: Public Works Director

Signature: _____
Title: Vice President

PRICE PER TASK SUMMARY

FIRM: HDR			PROJECT TITLE: City of Homer, Seawall Study				DATE: 3/14/2019												
<table border="1" style="margin: auto;"> <tr> <td>TOTAL NEGOTIATED FIXED FEE:</td> <td>\$0</td> </tr> </table>										TOTAL NEGOTIATED FIXED FEE:	\$0								
TOTAL NEGOTIATED FIXED FEE:	\$0																		
GROUP	TASK	LABOR (or FP)	INDIRECT COST	EXPENSES	TOTAL COST	FEE DISTRIBUTION	FIRM'S TOTAL PRICE	*SUB- CONTRACTS	PRICE PLUS SUBS										
A	1	\$ 9,371	\$ -	\$ 350	\$ 9,721	\$ -	\$ 9,721	\$ -	\$ 9,721										
A	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
A	3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -										
<table border="1" style="margin: auto;"> <tr> <td colspan="10">*Subcontractors for negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.)</td> </tr> </table>										*Subcontractors for negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.)									
*Subcontractors for negotiated professional or technical services, products, etc. (Commodity items available to the general public at market prices, equipment use, and unit priced items are generally included in estimate as expenses.)																			
ESTIMATED TOTALS		LABOR (or FP)	INDIRECT COST	EXPENSES	TOTAL COST	FEE	FIRM'S TOTAL PRICE	*SUB- CONTRACTS	PRICE PLUS SUBS										
TOTAL FOR FIRM		\$ 9,371	\$ -	\$ 350	\$ 9,721	\$ -	\$ 9,721	\$ -	\$ 9,721										



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

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January 23rd, 2019

Dear Ocean Drive Loop Service Area (ODLSA) Property Owners,

The past two years have been tough on the Seawall.

Some major repairs in 2017 included using truckloads of cobble to fill in eroded areas, replacing broken off (or completely missing) horizontal and vertical face timber and steel, and adding reinforcement to the wall's exposed "toe."

2018 shares a similar story. The toe of the wall was excavated so additional timber could be added as reinforcement, boulders were arranged to protect vulnerable areas, cracks were reinforced with timber, exposed fiberglass sheet piling at the toe was covered, and fill material was replaced.

Seawall maintenance expenses for 2017 and 2018 combined totaled \$147,510, leaving only \$95,409 remaining in the fund used to repair the seawall. The revenue for this fund has been collected from ODLSA property owners and the City. If any powerful storms cause damage like we've seen these last two years, this fund could easily be depleted. Once depleted, it is very likely emergency repairs could not happen.

The trend has been to spend money when seawall maintenance is already needed or when there is an emergency. The wall is showing its age (16 years old), which is increasing the amount of needed repairs. I am concerned the fund used to pay for Seawall maintenance is at an unsustainable level.

I would like to host a neighborhood meeting with ODLSA property owners on Thursday, February 28th at 5:30 P.M. in Council Chambers at City Hall. At this meeting, I will discuss options including preventative Seawall maintenance and reinforcing the Seawall's toe. A written summary of the meeting will be mailed out to all property owners in case you are unable to attend. In the meantime, I have attached a table listing all revenue and expenditures incurred since the fund was formed.

Please confirm with my Executive Assistant Rachel Friedlander if you can or cannot attend. Rachel's direct line is (907) 435-3102 and her email is RFriedlander@ci.homer.ak.us.

I look forward to seeing you Thursday, February 28th at 5:30 PM.

Best,

Katie Koester
City Manager

Seawall Maintenance Expenditures

	2012	2013	2014	2015	2016	2017	2018*	Total
Seawall Maintenance Expenditures	\$38,292	\$0	\$0	\$3,126	\$30,328	\$102,916	\$44,594	\$219,256

Seawall Revenue ("Seawall Maintenance Fund")

156-0369	2012	2013	2014	2015	2016	2017	2018*	Total
Seawall Reserve Account (City)	\$70,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$130,000

808-0375	2012	2013	2014	2015	2016	2017	2018*	Total
Mil rate deposits (ODLSA private property owners)	\$19,167	\$22,078	\$35,176	\$24,802	\$24,759	\$30,140	\$28,543	\$184,665

Remaining Balance for Future Seawall Maintenance

	2012	2013	2014	2015	2016	2017	2018*	Total
Combined Seawall Revenue	\$89,167	\$32,078	\$45,176	\$34,802	\$34,759	\$40,140	\$38,543	\$314,665
Seawall Maintenance Expenditures	\$38,292	\$0	\$0	\$3,126	\$30,328	\$102,916	\$44,594	\$219,256

Remaining Balance: \$95,409

Please note: The above 2018 figures will be finalized once the City audit is completed by September 2019.



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February 28, 2019 Community Seawall Meeting Summary

City Manager Katie Koester and Public Works Director Carey Meyer were joined by Councilmembers Smith and Aderhold in hosting the February 28th neighborhood Seawall meeting. The main goal of the meeting was to do some collective problem-solving and brainstorm solutions for how to extend the life of the Seawall. Prior to the meeting, City Manager Koester met with Director Meyer and homeowners John and Janet Szajkowski who all gave her reason to believe the Seawall would benefit from preventative maintenance and a proactive approach.

The recent big storm years have caused the increasing need to repair the Seawall, and City Manager Koester is concerned that if there were to be a catastrophic failure, the funds available in the Seawall maintenance account would not be enough to cover the necessary repair work. It is important to remember that the City of Homer does not own the Seawall but is tasked with maintaining it on behalf of all homeowners residing in the Ocean Drive Loop Service Area (ODLSA). The City each year contributes \$10,000 for the 18% of Seawall that borders City property while homeowners on average collectively contribute \$30,000 for the 82% of the Seawall that borders their properties.

City Manager Koester shared she would bring an ordinance before Council on March 26th requesting funds from the Seawall maintenance account to hire an engineering firm that specializes in coastal engineering. The firm would take into consideration suggestions made at the meeting, ground truth potential preventative maintenance solutions, and provide their expertise on what actions could help extend the life of the Seawall. The engineer would not design "the" solution for the Seawall but instead will propose options/solutions and what they will cost in a rough order of magnitude, etc. and provide a conceptual analysis.

Director Meyer suggested the toe of the Seawall be reinforced, that there could be a sloping 45 degree angle of rip rap to help prevent water from going behind the wall. Mr. Szajkowski suggested backfilling the wall. Ms. Heather Renner, the resident who owns the last house on the wall that is not included in the service area, had an engineer look at her portion of the wall, and they suggested using armor rock/"rip rap." Ms. Renner said that although she does not currently contribute to the Seawall maintenance fund, she would be interested in future joint-preventive maintenance.

Mr. Szajkowski shared most of the problems are at the toe of the wall, and was curious if different sized pieces of timber could be installed deep into the beach. Mr. Szajkowski was also curious if there was a maintenance record detailing what repairs have been done most frequently on the wall and where.

Director Meyer shared that extending timbers deeper into the beach has been happening more often now than compared to earlier on. The beach at the toe of the wall is being eroded away and is exposing the sheet piling that is not being protected by the wood face. The City has been replacing vertical six by sixes with longer six by sixes. Right now, the City is able to install longer, vertical members to bring the wall down

to where it needs to be, but there will eventually be a point where we won't be able to find long enough members to protect the Seawall. Director Meyer has been taking pictures of the entire wall each time he has visited the wall. He shared that earlier on, more damage was done on the eastern part of the wall, but now, most damage has actually been occurring happening at the middle of the wall where it comes out to a point.

Ms. Kathleen Irwin asked if there had been any engineering review done of the Seawall in the past. City Manager shared current expertise has been provided by Director Meyer but that she would like to have a coastal engineer evaluate the wall.

One attendee did not think a coastal engineer's opinion was needed and suggested that the funds used to hire the engineer could be used to buy and place rip rap on the City's property to help keep the gravel in place. He also suggested the City apply for an emergency development permit from the Army Corps of Engineers.

Director Meyer said the coastal engineer would help determine which size rip rap the City should buy, and if there are proposed designs already in the neighborhood's possession, this would make starting any project improvements much easier.

City Manager Koester shared that while the coastal engineer analysis could cost somewhere in the range of \$8-10k, the cost to source and place the rip-rap at the Seawall alone would be hundreds of thousands of dollars. She shared that a potential payment method could be securing a bond that's paid for by an increased property tax or a special assessment district based on a property's structure or its linear footage along the Seawall. By using property tax, if an ODLSA resident has any exemptions, they would not be paying the full value of their property (senior and residential exemptions apply). Property owners and the City need to come up with a new funding mechanism since Seawall expenses are only increasing while the money contributed to cover costs remains the same.

Mr. Norman Schumacher shared that steel sheet pilings don't have to go in trench and that they could just be pounded in to protect the toe of the wall. He has received a quote for this work of \$50 a foot so a hundred foot wall would run \$50k

There were general questions and discussion on the beach's hardpan, on source rock, use of 6 inch steel pilings, using a "groin" (peninsula of rip rap), long term preservation of the wall with cost falling on property owners, how the bond would be paid off, and if additional Army Corps of Engineers review would be needed. There was also a suggestion to add public amenities like a public coastal trail along the Seawall and a bench to the City property where Lake street and Ocean Drive Loop residents watch the surf; it was suggested this area needs bank stabilization so the road doesn't wash away, along with the idea of adding some stairs to go down to the beach from the City lot to make this area more of a recreation site, however there is no place for people to park.

The topic of catastrophic insurance came up at the meeting. Since the City doesn't own the wall, the City can't insure it. The Corps doesn't say the City owns the wall, but that the City is responsible for making sure it's maintained. City Manager Koester said the City has encouraged a home owners association in the past, which an attendee said wasn't the case years ago. City Manager Koester said if a home owners association formed, the City could have a more active partnership with the neighborhood while knowing the decision brought forth was representing the entire association versus the small group of homeowners attending tonight's meeting. Having an association would also give the neighborhood more agency in making

decisions regarding the wall. City Manager Koester asked for any information that could be sent that showed what perspective the City had in the past in regards to a home owners association forming for the seawall property owners. Another attendee shared that the neighborhood was not interested in a home owners association because they did not want to have the responsibility of insuring and maintaining the wall. City Manager Koester shared it's up to the property owners to form a neighborhood association.

In summary, the group was in general consensus of hiring an engineering as a good start. City Manager Koester said she would submit suggestions covered at the meeting to one of the City's contract engineers and develop a scope of work with Director Meyer that would ask the engineer to trouble shoot ideas like using steel pilings, a perpendicular groin, rip rap, and examine the historical analysis of the wall's damage. An ordinance would be brought before the March 26 City Council meeting so property owners could comment on the spending of around \$10k for the engineer's analysis, which would give the group an engineer's report detailing a cost estimate of solutions, analysis of preventative maintenance, and rough order of magnitude for cost vs. benefit. When the engineer's report is complete, the City would bring the neighborhood together again to talk about preventive maintenance, the short term approach to the Seawall, and the long term approach to the Seawall.



City of Homer

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(f) 907-235-3148

March 14th, 2019

Dear Ocean Drive Loop Service Area (ODLSA) Property Owners,

On February 28th, I hosted a community Seawall meeting with Public Works Director Carey Meyer. I have included a summary of the meeting to inform all residents of what was discussed and to encourage your participation in the proposed outcome of funding an engineer's analysis of the Seawall.

At the March 26th City Council meeting, I will introduce an ordinance to spend between \$8,000 to \$11,000 dollars from the two "Seawall Maintenance Funds" (City Seawall Reserve Account and Mill Rate Deposits) to hire a coastal engineering firm. The ordinance will be heard again and voted on at the April 8th City Council meeting. Public testimony is welcome at both meetings. For more information regarding City Council meetings, please visit the City Clerk's website at <https://www.cityofhomer-ak.gov/cityclerk> or contact the Clerk's Office directly at (907) 235-3130.

Through the recommendation of Public Works Director Meyer and general consensus from ODLSA residents who attended the February 28th meeting, I believe the engineer's analysis will provide the much needed expertise and direction to help us determine what maintenance work would best protect the Seawall. The engineering firm will provide us with recommendations that takes into account what was discussed at the February 28th meeting and will evaluate potential improvements that would significantly extend the life of the Seawall and reduce maintenance needs and costs.

I encourage you all to participate in this process and look forward to working with ODLSA property owners to extend the life of the Seawall.

Thank you,

Katie Koester
City Manager

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-14

An Ordinance of the City Council of Homer, Alaska Approving a Noncompetitive Lease with Northern Enterprises Boat Yard, Inc. and Authorizing the City Manager to Execute the Appropriate Documents for a New Twenty Year Lease with Options for Two Consecutive Five Year Renewals for an Identified Sixty Square Foot Portion of City Tidelands ATS 612 at an Initial Annual Rate of \$3.65.

Sponsor: City Manager

1. City Council Regular Meeting March 26, 2019, Introduction

Memorandum 19-039 from Port Director/Harbormaster as backup

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

3 City Manager

4 **ORDINANCE 19-14**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROVING A NONCOMPETITIVE LEASE WITH NORTHERN
8 ENTERPRISES BOAT YARD INC. AND AUTHORIZING THE CITY
9 MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR A
10 NEW TWENTY YEAR LEASE WITH OPTIONS FOR TWO
11 CONSECUTIVE FIVE YEAR RENEWALS FOR AN IDENTIFIED SIXTY
12 SQUARE FOOT PORTION OF CITY TIDELANDS ATS 612 AT AN
13 INITIAL ANNUAL RATE OF \$3.65.
14

15 WHEREAS, The City of Homer received an application from Northern Enterprises Boat
16 Yard Inc. requesting a lease for sixty square feet of City tidelands ATS 612, which is located
17 directly across from the company's private property; and
18

19 WHEREAS, Northern Enterprises Boat Yard Inc. is proposing to add a pier and extend
20 the company's existing dock an additional fifty feet into State of Alaska tidelands which are
21 adjacent to City tidelands; and
22

23 WHEREAS, The proposed dock extension onto State of Alaska tidelands requires the
24 installation of a batter pile, which will encumber twenty six square feet of the adjacent City
25 tidelands; and
26

27 WHEREAS, A portion of the suspended dock of the extension will cover thirty four square
28 feet of City tidelands; and
29

30 WHEREAS, The improvements proposed by Northern Enterprises Boat Yard Inc. are
31 intended to support a travel lift station capable of hauling out large vessels fifty to seventy feet
32 in length with drafts ranging from 3 feet to eight and a half feet; and
33

34 WHEREAS, The large vessels this travel lift station will service are vessels that have
35 otherwise had to leave Homer in order to receive this service; and
36

37 WHEREAS, The City of Homer has worked on addressing this marine industry need for
38 years and formed the Large Vessel Haul-Out Task Force to draft solutions; and
39

40 WHEREAS, The Task Force determined that the best way the City could justify the
41 investment into infrastructure capable of lifting out large vessels was if the infrastructure was

42 connected to a vessel storage and repair yard with the capacity to store a large amount of
43 boats; and

44
45 WHEREAS, Northern Enterprises Boat Yard Inc. currently meets the needs identified by
46 the Task Force to justify their private investment into the proposed dock extension and travel
47 lift station; and

48
49 WHEREAS, The travel lift station will serve unmet haul-out needs in Homer's fleet and
50 will double Homer's haul-out capacities while helping the City share in the cost of burden
51 associated with building harbor-related infrastructure; and

52
53 WHEREAS, There are no competing business interests directly across from or adjacent
54 to this portion of City tidelands 612; and

55
56 WHEREAS, The State of Alaska appraised its tidelands adjacent to the portion of City
57 tidelands Northern Enterprises Boat Yard Inc. wishes to lease in 2014 and determined that the
58 market rent value of 10,324 square feet of State tidelands was \$628 a year; and

59
60 WHEREAS, When applying the formulas used to determine the market rent value of the
61 State tidelands adjacent to the City tidelands, the market rent value of the sixty square feet of
62 City tidelands in 2014 would be \$3.65 a year; and

63
64 WHEREAS, The amount of revenue generated by this lease would not cover the City's
65 administrative costs and the new appraisal required by City Code, which can range from \$780
66 to \$1,500 per appraisal; and

67
68 WHEREAS, The 2014 State of Alaska appraisal provides a qualified recommendation for
69 determining the initial base market rent total of \$3.65 for a sixty square foot lease of City
70 tidelands ATS 612 and allows the City to avoid the costly administrative fees required by HCC
71 18.01.100; and

72
73 WHEREAS, The application of the 2014 State of Alaska appraisal determination requires
74 the waiver of HCC 18.01.100 and the fair market value requirement under HCC 18.08.075 (a);
75 and

76
77 WHEREAS, City staff will internally review the initial base market rent rate during the
78 first year of the lease and in every fifth year thereafter by either comparing the rate to the most
79 recent appraisal conducted by the State of Alaska, or by hiring an appraiser if there is reason
80 to believe the current lease rate is disadvantageous to the City, in order to adjust the lease rate.

81

82 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

83
84 Section 1. The Homer City Council hereby approves the noncompetitive lease with
85 Northern Enterprises Boat Yard Inc. and authorizes the City Manager to execute the
86 appropriate documents for a new twenty year lease with options for two consecutive five year
87 renewals for an identified sixty square foot portion of City tidelands ATS 612 at an initial annual
88 rate of \$3.65.

89
90 Section 2. This lease is hereby exempt from Homer City Code 18.01.100 and 18.08.075
91 (a).

92
93 Section 3. This ordinance is of a special or temporary character and shall not be
94 included in the City Code.

95
96 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
97 2019.

98 CITY OF HOMER

99
100 _____
101 KEN CASTNER, MAYOR

102 ATTEST:

103
104 _____
105 MELISSA JACOBSEN, MMC, CITY CLERK

106
107 YES:

108 NO:

109 ABSTAIN:

110 ABSENT:

111
112 First Reading:

113 Public Hearing:

114 Second Reading:

115 Effective Date:

116
117 Reviewed and approved as to form.

118
119 _____
120 Katie Koester, City Manager

119 _____
120 Holly C. Wells, City Attorney

122 Date: _____

Date: _____



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

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MEMORANDUM 19-039

TO: MAYOR CASTNER AND CITY COUNCIL

THROUGH: CITY MANAGER KATIE KOESTER

FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER

DATE: MARCH 15th, 2019

SUBJECT: NORTHERN ENTERPRISES BOAT YARD INC. LEASE APPLICATION FOR 60
SQUARE FEET OF CITY TIDELANDS – LARGE TRAVEL LIFT PROJECT

Introduction

Northern Enterprises Boat Yard Inc. (“Northern Enterprises”) of Homer has requested a long-term lease for a portion (60 sq. ft.) of City tidelands in Mud Bay directly across from their private property (survey attached). According to Northern Enterprises’ application, they wish to lease this small portion of tidelands to *“construct a dock pier capable of supporting a travel lift station that can haul out large vessels. This requested portion of City tidelands is needed in order to obtain the increase of required tidelands from the State of Alaska, Department of Natural Resources.”*

Positive Benefit to the Community

What could this lease mean for the community? Large vessel owners, marine trades support industry, and the City have recognized the need to facilitate hauling out larger vessels in Homer for many years. This public and economic need led the City to form the Large Vessel Haul-Out Task Force. One of the things the task force determined was that the best way to justify the purchase of a sling lift and associated facility was if the sling lift and facility were connected to a vessel storage/repair yard with the capacity to store a large amount of boats. This is exactly what Northern Enterprises has to offer.

The larger vessel sling lift will serve unmet haul-out needs in Homer’s fleet and will double Homer’s haul out capacities.

Leasing the tidelands puts both public land and private resources to the best advantage. It supports private industry in fulfilling a haul-out repair need that has been prioritized by the community in the CIP, helping to share the cost burden of building harbor-related infrastructure.

Homer is in the business of boats. Facilities that better serve our fleet and that expand the potential for marine trades business brings great economic opportunity to Homer’s commercial boat business and is in the best interest of the City of Homer’s Harbor Enterprise.

City Code

Because of Northern Enterprises' request to lease 60 square feet of City tidelands, staff has worked to come up with a positive recommendation in support of this lease while making the lease administratively advantageous to the City of Homer. There are two sections of code I would like to draw your attention to: 18.01.100 Appraisal and 18.08.075 Lease Rental Rates (a).

18.01.100 Appraisal

This section of code requires all new leases to be appraised during the first year and every 5th year from the effective date of the lease.

Northern Enterprises currently holds a lease with the State of Alaska for 10,324 square feet at \$628 a year; this tidelands parcel was appraised by the State of Alaska in 2014 and is located directly adjacent to the City tidelands parcel Northern Enterprises wishes to lease. Given the proximity of the City tidelands to the State's tidelands, City staff feel that the 2014 State of Alaska appraisal's market rent value conclusion can be used by the City to determine market rent for this proposal.

Breakdown of 2014 State of Alaska Appraisal

The State of Alaska 2014 appraisal of the property indicated the price per square foot of tidelands in this area would be determined by the following formula (see pages 55-57 of attached appraisal):

$\$3.80/\text{sf}$ (**uplands value**) $\times .20$ (**tidelands: uplands ratio**) $\times 60$ sf (**subject size**) = $\$45.60$ (**conclusion of tidelands value**)

The appraiser then had to take into account that this is only the tideland value and not fair market rent value. The appraisers determined that the fair market value would be 8% of the total tidelands value.

$\$45.60$ (**market value**) $\times .08$ (**lease rate**) = $\$3.65/\text{year}$ (**Market Rent**)

This means that based on the 2014 State of Alaska appraisal, the revenue generated from the City leasing 60 square feet to Northern Enterprises Boat Yard Inc. would be \$3.65 a year. The fee to appraise one parcel typically costs the City between \$780-\$1,500 dollars. Let's say the City entered into a 20 year lease term based on the \$3.65 rate determined by this appraisal and included an annual 3% CPI adjustment – after those 20 years, the total revenue generated from this 20 year lease would be \$98.08 (spreadsheet attached). It is for this reason staff recommends exempting this lease from HCC 18.01.100 as one appraisal of the property alone will far exceed any revenue generated by this lease. This is the process the State of Alaska follows for these situations under *11 AAC 58.410. Rental (a)*.

11 AAC 58.410. Rental (a) ...“A full appraisal will not be done if, based on a preliminary appraisal by a department employee who is qualified to determine the value of land under AS 38.05.840, the department finds that the minimum annual rent required by this subsection exceeds the amount likely to be determined by a full appraisal.”

Staff instead requests the option to reevaluate the applicant's lease rate every 5 years to give the option to compare the market rent value determined in the most recent State of Alaska appraisal of the adjacent tidelands, or to hire an appraiser if there is reason to believe the current lease rate is disadvantageous to the City, and to then adjust the lease rate to reflect a fair market value.

18.08.075 Lease Rental Rates (a)

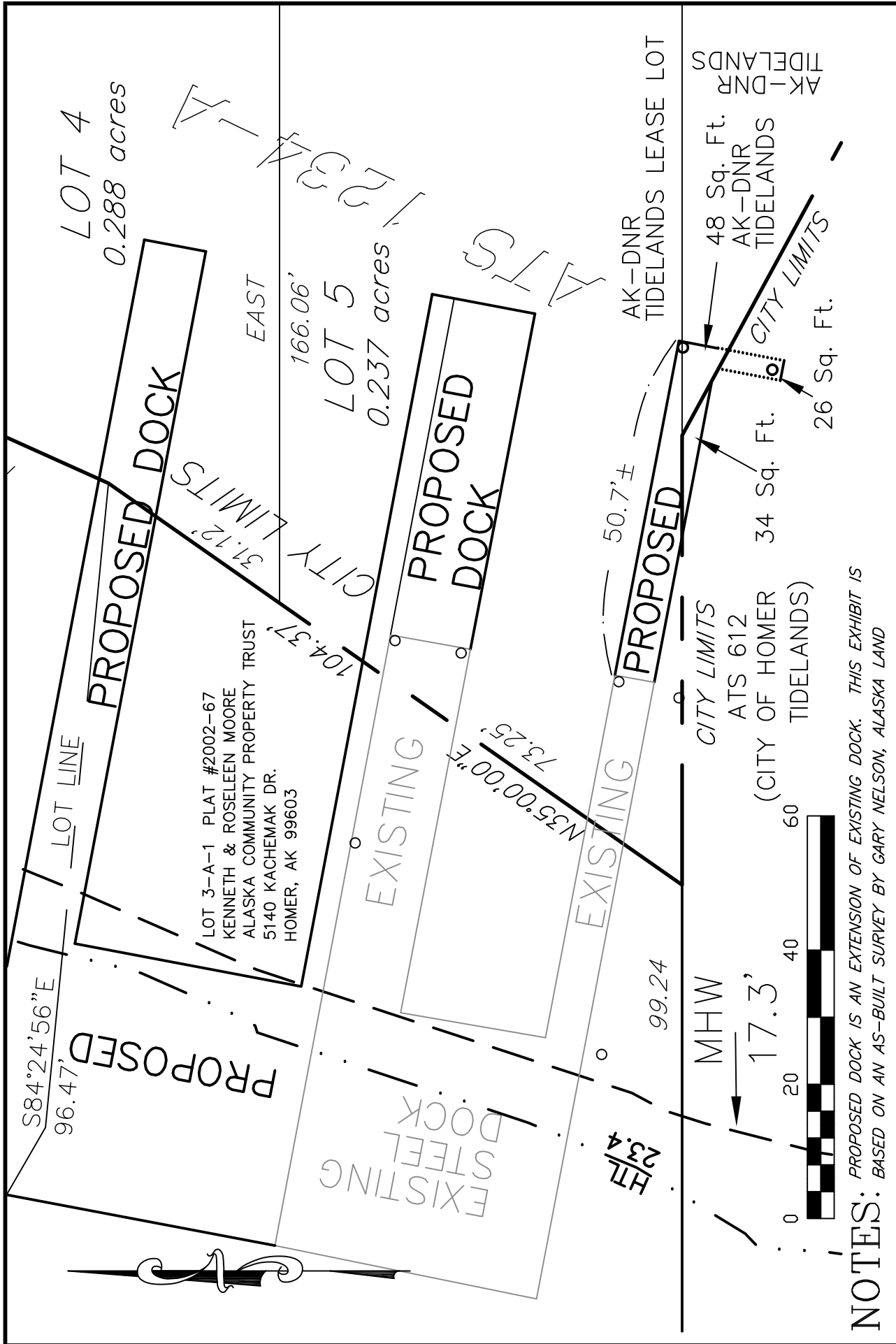
Section (a) of HCC 18.08.75 states all property shall be leased at no less than fair market value.

Staff has requested Council waive the appraisal requirement and that means we also need to waive the fair market value requirement since the State of Alaska appraisal is from 2014.

State of Alaska statute *11 AAC 58.410. Rental (a)* requires the state to charge a minimum annual rent rate of \$1,000 for leases of this nature. The City could follow this state statute, however with the positive, public benefit to the community and marine trades Northern Enterprises' proposal will accomplish, staff recommends determining the lease rate by following the 2014 State of Alaska appraisal.

Recommendation:

Staff recommends City Council authorize the City Manager to enter into a new, noncompetitive lease for 60 square feet of City tidelands on ATS 612 to Northern Enterprises Boat Yard Inc. for the initial annual lease rate of \$3.65 adjusted annually based on the Anchorage Consumer Price Index while also exempting this lease from HCC 18.01.100 and HCC 18.08.075 (a). Staff also recommends adding a condition that gives the City the option to reevaluate the applicant's lease rate every 5 years to compare the market rent value determined in the most recent State of Alaska appraisal of the adjacent tidelands, or to hire an appraiser if there is reason to believe the current lease rate is disadvantageous to the City, and adjust the lease rate to reflect the most up-to-date fair market value.



**NORTHERN ENTERPRISES
PROPOSED DOCK ADDITION
EXHIBIT OF PROPOSED
TIDELAND LEASE**

NOTES: PROPOSED DOCK IS AN EXTENSION OF EXISTING DOCK. THIS EXHIBIT IS BASED ON AN AS-BUILT SURVEY BY GARY NELSON, ALASKA LAND #7610 ON JANUARY 24, 2019. 26 SQUARE FEET AREA IN CITY TIDELANDS ASSUMES AN AREA 3 FEET WIDE BY 10 FEET FROM PROPOSED DOCK TO ACCOMMODATE AN 18 INCH DIAMETER BATTER PILE (NOT PLUMB) TO EXTEND 9 FEET FROM THE DOCK. 26 FEET OF WHICH ARE ON CITY TIDELANDS. ADDITIONAL 34 SQUARE FEET WILL BE COVERED BY THE SUSPENDED DOCK. TOTAL AREA OF NEED IS 60 SQUARE FEET.

20 Year Lease Rate Assuming an Annual 3% CPI Increase to the Year 1 Starting Lease Rate of \$3.65

\$3.65 Year 1

\$3.76 Year 2

\$3.87 Year 3

\$3.99 Year 4

\$4.11 Year 5

\$4.23 Year 6

\$4.36 Year 7

\$4.49 Year 8

\$4.62 Year 9

\$4.76 Year 10

\$4.91 Year 11

\$5.05 Year 12

\$5.20 Year 13

\$5.36 Year 14

\$5.52 Year 15

\$5.69 Year 16

\$5.86 Year 17

\$6.03 Year 18

\$6.21 Year 19

\$6.40 Year 20

\$98.08 Total

APPRAISAL REPORT

Market Rent

Lot 5, Alaska Tidelands Survey 1234A
Kachemak Bay – East of Kachemak Drive
ADL 209326
Homer, AK



Prepared for

Kenneth D. Moore, Lessee
Northern Enterprises
5140 Kachemak Drive
Homer, AK 99603

Kevin Hindmarch, Review Appraiser
State of Alaska – Department of
Natural Resources
550 W. 7th Avenue, Suite 650
Anchorage, AK 99501-3576

Effective Appraisal Date: June 12, 2014



DERRY & ASSOCIATES, Inc.

Real Estate Appraisers & Counselors

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SURVEY SECTION

October 29, 2014

Kenneth D. Moore, Lessee
Northern Enterprises
5140 Kachemak Dr.
Homer, AK 99603

Kevin Hindmarch, Review Appraiser
State of Alaska, Dept. of Natural Resources
550 W. 7th Avenue, Suite 650
Anchorage, AK 99501-3576

Dear Mr. Moore and Mr. Hindmarch:

At the request of Mr. Moore I have prepared an **Appraisal Report** of the current Market Rent of a Kachemak Bay tidelands lot he leases from the State of Alaska. An inspection of the subject property and adjoining uplands lot fronting Kachemak Dr. and comparables analyzed in this report was made on September 19, 2014.

The concluded Market Rent is developed using a three step process which is outlined under the Scope of Work in the Appraisal Assignment section and in more detail in the Property Valuation section of this report. Briefly, the first step requires the valuation of the adjoining uplands lot using the Sales Comparison Approach. For this an extensive search was made to verify the most recent sales and current listings of waterfront lots in the Kachemak Drive neighborhood. Then an uplands:tidelands value ratio and current lease rate for the subject lot are concluded based on results of market-based evidence/research. A complete discussion of the analysis and valuation process are included in the Property Valuation section. Pertinent property details including the Extraordinary Assumptions, Hypothetical Conditions, and Market Rent conclusion are reported in the Summary.

This appraisal is prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and in conformity with and subject to the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and State of Alaska General Appraisal Requirements.

An overview of the Homer real estate market is included in the Location and Neighborhood Description.

Thank you for this assignment and the opportunity to be of service to you.

Respectfully submitted,


Julie A. Derry



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Assumptions & Limiting Conditions

1. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 (b) of the Uniform Standards of Professional Appraisal Practice for an Appraisal Report. As such, it may include summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraisers' conclusion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's work file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property or subsoil that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any site plan in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic substances. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, ureaformaldehyde foam insulation,



polychlorinated biphenyl, petroleum leakage, agricultural chemicals or without limitation other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such substance on or in the property or in proximity to it that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

14. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
15. Neither all nor any part of the contents of this report (especially any conclusion as to value, the identity of the appraisers, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
16. The appraiser herein by reason of this appraisal are not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
17. The estimates of Market Value and Market Rent in this report is not based in whole or in part upon the race, color, or national origin of the prospective owners or occupants of the property appraised, or upon the race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.



Summary



Looking SE to the subject tidelands lot beginning near the end of the dock and extending into Kachemak Bay 167'+/-. The photo was taken about 1 hour after a high tide of 14.9' with all of the tidelands mostly under water.

Property Appraised

Market Rent
.237 acre (10,324+/- sq.ft.)
tidelands lot – Kachemak Bay

Location

East of Kachemak Drive
Adjacent to 5070 Kachemak Dr.
Homer, AK

Legal Description

Lot 5, ATS 1234A
ADL 209326

Owner of Record

State of Alaska

Lessee

Kenneth D. Moore
Northern Enterprises

Interest Appraised

Market Rent of fee simple estate less mineral
rights



Highest and Best Use

Commercial use in conjunction with the adjacent uplands

Extraordinary Assumptions

This is a retrospective appraisal; accordingly the property condition as of the effective date of value is assumed the same as observed on the date of inspection.

Hypothetical Conditions

- 1) The Market Value of the adjacent uplands that is concluded as part of the tidelands valuation is developed based on a buyer assuming the outstanding balance of the City of Homer water/sewer assessments which is typical for the market.
- 2) The Market Value of the uplands lot is concluded as-if vacant without consideration of the existing site improvements (clearing, installation of gravel and rock rip rap).
- 3) Natural gas mains and service lines have been extended throughout Homer and Kachemak City, including servicing the subject property. As part of those line extensions an assessment will be levied on the properties by the responsible municipality upon completion of cost accounting and certification. The City of Homer currently estimates that assessments will be levied in "early" 2015. The appraisal is prepared under the premise that those assessments, when levied, would be assumed by an owner or buyer as part of a sale transaction.

Inspection Date

September 19, 2014

Effective Appraisal Date

June 12, 2014

Date of Report

October 29, 2014

Market Rent Conclusion

\$628/year



Subject Aerial





Aerial view west over Kachemak Bay to the subject uplands (and dock) at arrow and tidelands lot beyond which is totally submerged. The photo was taken about 1 hour after a 15.1' high tide. The Northern Enterprises Boat Yard is across Kachemak Dr. from the subject. Residential improvements on the waterfront lots north and south of the subject are visible on the east side of Kachemak Dr..



North over the subject at mid left. The tidelands are fully submerged, 1+/- hour after high tide.





Looking SE over Kachemak Dr. to the subject uplands at left. Driveway in foreground at right is to the Northern Enterprises Boat Yard. The dock on the uplands/tideland lots is partially visible at arrow.



NE on Kachemak Dr. with the subject uplands at right. The entrance to the Northern Enterprises Boat Yard is at mid left.



Looking NW from the subject upland's Kachemak Dr. frontage to the entrance to the Northern Enterprises Boat Yard across the street. The road continues NE at mid right to the intersection with East End Rd.



South over the uplands lot from the north boundary. The dock is out of view behind the boat at left. The boats and building at right are on the lot.



East on the uplands lot to the top of the bank/bluff and dock.



South along the bank/bluff of the uplands lot. Most of the dock is on the uplands with the west boundary of the tidelands close to the end of the dock at left.



Close up view of the sloping bank/bluff on the uplands and dock above.



North on the beach to the dock and tidelands lot at right. The photo was taken about 1.5+/- hours after a high tide of 14.9'. The water level is close to the west boundary (inland) for the subject tidelands lot.

Appraisal Assignment

Purpose and Intended Use

This appraisal was requested by the lessee of the subject lot with the Lessor/Owner, the State of Alaska, as the intended client.

The purpose is to estimate the current Market Rent to establish the annual rent due the State of Alaska, Lessor.

The intended users of the appraisal report are the State of Alaska, Department of Natural Resources and the Lessee. No additional users are identified by the appraiser.

The depth of the discussion contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.

Scope of Work

Consistent with the intended use/purpose, the appropriate Scope of Work was developed.

- A physical inspection was made of the lot appraised, adjoining uplands, neighborhood, and market data utilized in the property valuation.
- Additional data/information concerning the subject lot was obtained from utility providers, the City of Homer, and available maps/plats and aerials. The *Alaska DNR Case Detail* for the subject property was obtained through the State of Alaska Division of Natural Resources (DNR) website and reviewed by the appraiser.
- Kevin Hindmarch, Review Appraiser with the State of Alaska Department of Natural Resources, Division of Land, Mining and Water (DLMW) provided the effective appraisal date.
- Market Rent of the subject tidelands is concluded following a three-step process:
 - 1 – Estimate Market Value of the adjoining uplands lot;
 - 2 – Analyze and conclude a tidelands/uplands value ratio;
 - 3 – Develop and apply a market lease rate.
- The Sales Comparison technique is used to estimate the Market Value of the uplands lot. Comparable Kachemak Dr. waterfront lot sales and listings were researched, confirmed, inspected, and analyzed. Data sources include the appraiser's market data bank, the Multiple Listing Service (MLS), recorded documents, real estate agents/ brokers, and parties to the transactions.
- Analysis of the comparables and other sales/listings not included was made to develop the market-derived adjustments applied in the Sales Comparison technique.



- In step 2 review/analysis of tideland/upland value ratios was done to conclude a ratio to apply to the uplands land value. This included research of tideland sales/leases to verify transactions that could provide a basis for comparison to upland land values.
- Statewide entities active in leasing land were interviewed to verify historical and current market rental rates to apply in the final step of concluding Market Rent of the subject tidelands.
- This appraisal is specifically prepared to be in conformance with the 2014 State of Alaska *General Appraisal Requirements* (available on-line @ DNR.Alaska.gov/mlw/appraise/pdf/genreq.pdf).
- The Cost and Income Approaches are not applicable to this assignment because the property consists of land, as-if vacant.

**Appraisal
Reporting
Process**

This assignment is reported as an **Appraisal Report**, described in "Appraisal Specific Definitions: in the Addenda.

Definitions

Market Value: *The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.*¹

Note the Market Value definition used is as specified in the State "General Appraisal Requirements". Based on market conditions as of the effective appraisal date, cash sale terms and seller provided financing are considered interchangeable.

Market Rent: *The most probable rent that a property should bring in a competitive and open market.*²

Rental Rate: *The percentage of market value that a comparable class of private property would bring in the open market with the same conditions of lease as offered by the state.*³

¹ The Appraisal of Real Estate, Twelfth Edition, Appraisal Institute, 2001, page 22.

² "General Appraisal Requirements", State of Alaska Department of Natural Resources, 2014, page 2.

³ Ibid.



Property History

The fee owner of record is the State of Alaska.

The lot is leased to Kenneth D. Moore, dba Northern Enterprises, 5140 Kachemak Dr., Homer, AK 99603. According to Kenai Peninsula Borough ownership records the adjacent uplands (valued as part of this appraisal) are owned by Kenneth and Roseleen Moore Alaska Community Property Trust.

According to the State of Alaska, Division of Lands records for the subject tidelands are reported under ADL 209326. The lessee has a 30-year lease of the tidelands lot; June 1994 to the expiration on June 11, 2024. Annual lease payments are subject to revaluation every five years. The last reappraisal was effective June 12, 2004. The State's "case actions" report in 2009 "Market check indicated no appraisal necessary". As a result the next appraisal was postponed for another five years to June 2014. This appraisal then will be used as the basis for determining any change in Market Rent. The annual rent since 2004 has been \$336.

Property Rights Appraised

Market Rent of the fee simple estate less mineral rights

Legal Description

Lot 5, Alaska Tidelands Survey (ATS) 1234A (Plat 96-3)

The adjacent uplands lot is Lot 3-A-1, Northern Enterprises No. 1 (Plat No. 2002-67).

Both lots are in the Homer Recording District, Third Judicial District, State of Alaska.

State of Alaska records for this property are maintained under ADL (Alaska Division of Lands) 209326.

Effective Date of Value

June 12, 2014

Date of Inspection

September 19, 2014

Date of Report

October 29, 2014

Environmental Risks/Hazards

There were no environmental hazards observed at the time of inspection, however the lot was mostly submerged. No environmental assessment was provided during the course of this assignment.

The reader is specifically referred to paragraph 13 of the following Assumptions and Limiting Conditions.



Prior Appraisal Services

Uniform Standards of Professional Appraisal Practice (USPAP) requires that the appraiser disclose any services provided as an appraiser or in any other capacity in the prior three years pertaining to the subject property.

I (Julie Derry) have not performed any services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment.

Hypothetical Condition (1)

- 1) The Market Value of the adjacent uplands that is concluded as part of the tidelands valuation is developed based on a buyer assuming the outstanding balance of the City of Homer water/sewer assessments which is typical for the market.
- 2) The Market Value of the uplands lot is concluded as-if vacant without consideration of the existing site improvements (clearing, installation of gravel and rock rip rap).
- 3) Natural gas mains and service lines have been extended throughout Homer and Kachemak City, including servicing the subject property. As part of those line extensions an assessment will be levied on the properties by the responsible municipality upon completion of cost accounting and certification. The City of Homer currently estimates that assessments will be levied in "early" 2015. The appraisal is prepared under the premise that those assessments, when levied, would be assumed by an owner or buyer as part of a sale transaction.

Extraordinary Assumption (1)

This is a retrospective appraisal; accordingly the property condition as of the effective date of value is assumed the same as observed on the date of inspection.

Marketing Time-Uplands (1)

18 -24 months

Exposure Time-Uplands (1)

12 – 18 months

Legal Constraints

Potential constraints on site development result primarily from state and federal regulations affecting tidelands, discussed in the Property Description section.

Existing Improvements

None considered; the lot is valued as-if vacant.

(1) See "Appraisal Specific Definitions" in the Addenda.



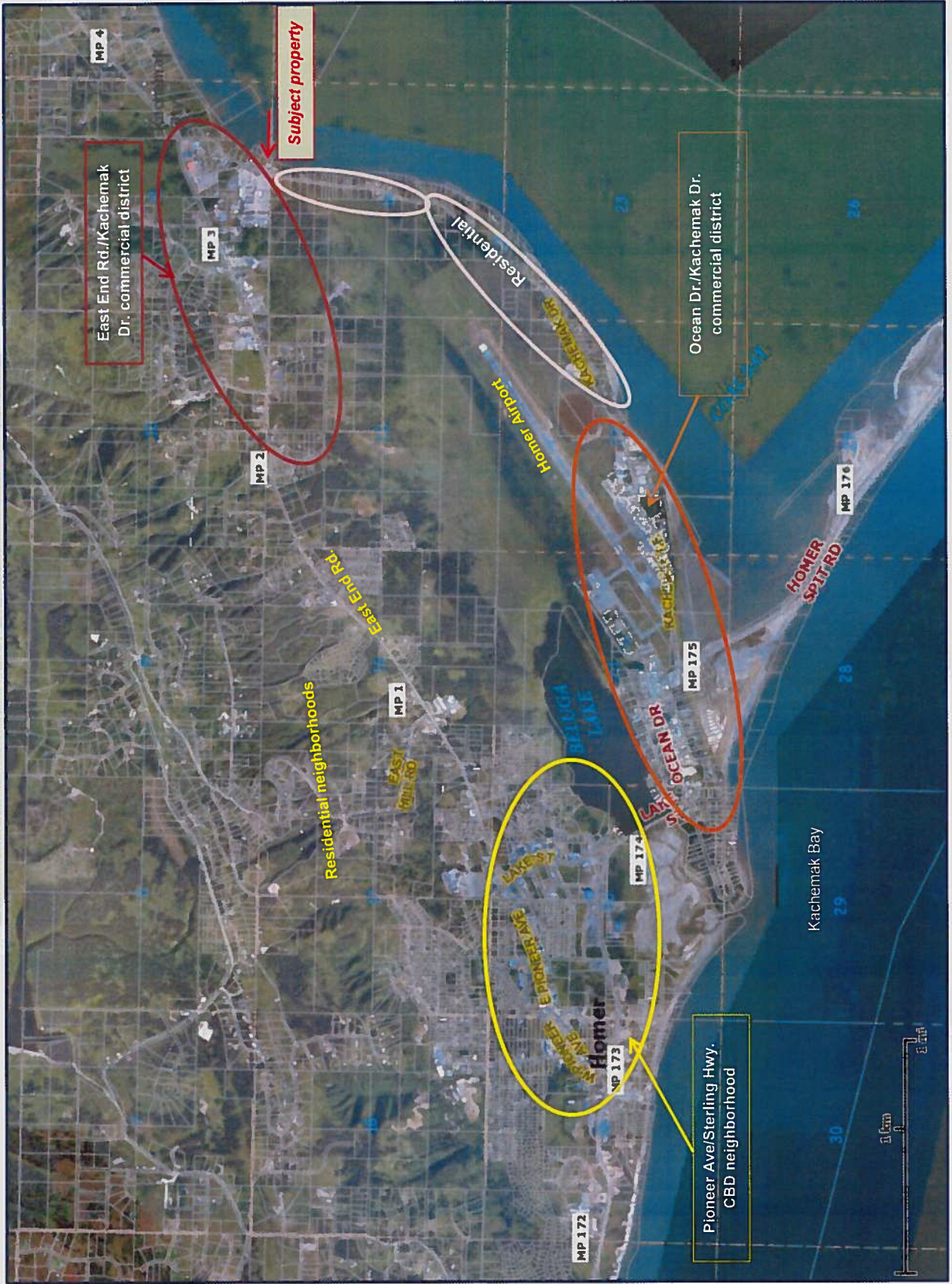
East End Rd./Kachemak Dr. neighborhood



- Legend**
1. Northern Enterprises Boat Yard
 2. Redden Marine/Kachemak Gear Shed
 3. East Village/East End Mini Storage
 4. Tire Town-Machine & Diesel
 5. George's Storage
 6. Excavating & contractor yards/shops
 7. Bay Welding
 8. Down East Saloon-East End Grocery
 9. Highland Auto Body
 10. AK Coastal Marine
 11. Kachemak City offices-recreation facilities
 12. HomeRun Oil - Suburban Propane
 13. Homer Electric land (vacant, future shop)
 14. House of worship
 15. Lower Penin. Power Sports



Subject Location Map



Location / Neighborhood Characteristics and Market Overview

Summary

The subject is located within a generally triangular shaped commercial/industrial district west/southwest of the East End Rd./Kachemak Drive intersection. The neighborhood originally developed because it was outside the boundaries of the City of Homer and Kachemak City which resulted in lower taxes and no zoning. In March 2002 the area was annexed into the Homer city limits. The area is now zoned East End Mixed Use which permits a wide variety of commercial/industrial uses and outside storage.

The focal point in the neighborhood is the 25-acre Northern Enterprises Boat Yard located west/northwest of Kachemak Drive from the subject tidelands/uplands. Appeal of the neighborhood is enhanced by the ease of access from the Homer Spit, Airport, or city center via Kachemak Drive and/or East End Rd. Residential uses are predominate on the Kachemak Bay frontage lots on the east and southeast side of Kachemak Drive, both south of the subject which is zoned Rural Residential and on the lots north which are zoned East End Mixed Use, the same as the subject uplands.

Location

The subject tidelands and adjoining uplands are southwest of the Kachemak Drive/East End Rd. intersection about 4/10 mile. The immediate area is 4+/- miles northeast of the heart of the Homer city center/commercial district. Access is available from the southwest via Kachemak Drive or from the north on East End Rd.; both are paved, 2-lane State maintained roads. East End Rd. has a paved bike/pedestrian path on the north side of the road.

The Neighborhood

Neighborhood boundaries consist of Kachemak Bay on the east and south, East End Rd. to the north and the State of Alaska Airport Reserve on the west. Prior to annexation by the City of Homer in March 2002 this triangular shaped area was commonly referred to as the "golden triangle". It had developed as a compact, mostly commercial/industrial business district; spurred by its location just north of the Homer city limits and south of the boundaries of Kachemak City. As a result development was not subject to zoning restrictions, city sales tax and had a lower real property tax rate.

Kachemak Drive extends southwest from the subject, generally following the Kachemak Bay bluff around to and intersecting with the Homer Spit Rd., 3.5+/- miles southwest. Development along Kachemak Drive predominately consists of single family residences on bluff frontage lots south or east of the road. Appeal of these lots is enhanced by their Bay frontage and excellent Bay/mountain view amenities. Privately-owned lots/acreage north or west of the road is generally one-lot deep and borders undeveloped Airport Reserve beyond. Development on this side of the road has been limited due to a high proportion of wetlands. There are some single family residences and varied, primarily aviation-related uses on the south



side of the Airport Runway near the Homer Spit Rd. intersection. Usability of lots in the neighborhood has been enhanced in recent years with extension of public water and sewer as well as natural gas within the past year.

End East Rd. to the north is the primary traffic route to residences and property east of the Homer Business District. Reconstruction of East End Rd. from the Pioneer Avenue intersection to the Kachemak Dr. intersection just north of the subject was completed in Fall 2005; straightening and realigning the road, widening it, and adding a paved pedestrian/bike path on the north side. Reconstruction of East End Rd. from the Kachemak Dr./East End Rd. intersection east is now underway. Many area residents live along or on property accessible by East End Rd. The appeal of the area is enhanced by the typically sloping terrain and good to excellent view amenities of Kachemak Bay and the Kenai Mountains to the south.

Development within the immediate vicinity west and north/northwest of the subject is commercial/industrial. The subject uplands/tidelands are the site of a dock which accommodates a 60-ton marine travel lift to haul out/put in a variety of commercial charter, fishing, and private vessels, the only facility of its kind in the Homer area. Most of the boats are stored/repared across the street in the 25+/- acre, fenced Northern Enterprises marine repair/storage yard. The facility also includes varied industrial buildings leased to businesses catering to marine-related repair/supplies.

Northern Enterprises has clearly developed as a business catalyst for the immediate neighborhood. Other nearby uses include a general contractor's office/storage yard, excavating contractor yards, a boat builder, three mini-storage facilities, a cold storage plant, and a mix of retail uses. North of the Northern Enterprises yard is Redden Net-Kachemak Gear Shed, located in a 45,000+/- sq. ft. building fronting on East End Rd. The Gear Shed is a major Homer retailer of clothing and a primary supplier of marine supplies and parts. Residential use is predominant on the waterfront lots north of the subject to the East End Rd. intersection and continuing east on East End Rd.

After annexation by the City, land in this "triangle" had been zoned General Commercial I which permits a variety of commercial/industrial uses with outside vehicle and boat storage/staging. The East End Mixed Use district was created in March 2012 and now encompasses this area, including both the subject uplands lot and tidelands. The EEMU classification generally allows similar uses to the GC1 category but with a slightly broader category of commercial uses. This classification applies only to this specific area. Lots on both sides of Kachemak Drive south of the subject and east of the Airport Reserve, are zoned Rural Residential.



Homer Area Tideland Lots

On the north shore of Kachemak Bay, in the Homer, area there are only a handful of tideland lots that have actually been platted. Besides the subject tidelands, **State-owned tideland lots** include:

- Lots 1 – 4, ATS 1234A, unleased/vacant, adjacent to the north of the subject ,
- ATS 644, a 10.37 acre lot ¼ mile northeast of the subject, apparently unleased,
- ATS 1603, 1.37 acres at the tip of the Homer Spit, a portion of the site occupied by the city of Homer “Pioneer Dock”, and
- ATS 1373, 11.91 acres of submerged land originally leased by the City of Homer for construction of the “Deep Water Dock”.

The only **privately owned tidelands in Homer** are:

- Lands End S/D Tidelands Tract B-1 and Tract B-2.

The two small lots are at the tip of the Homer Spit and owned by the owners of adjacent Land's End Resort. The .56 and .64 acre lots are undeveloped.

All of the remaining tidelands surrounding the original Homer city limits (prior to annexation of the immediate neighborhood of the subject) are City owned. No tideland lots have been platted/leased.

There are some privately owned tidelands on the south shore of Kachemak Bay and also some leased from the State of Alaska. This area of the Bay has physical features and property values very dissimilar to those on the north side.

Market Overview- Vacant Land

From the peak of the real estate market in 2005 market activity for vacant land in Homer has experienced a steady decline. This is not unique to Homer since the decrease has been experienced Peninsula-wide. The following table provides a snapshot of market activity for vacant lots and acreage during this time frame. It is prepared from MLS sales data for the central Homer core over the past ten years. Since the MLS data includes all vacant land, the activity reported includes Residential, Commercial, Residential Office, etc. zoned land classifications. Reviewing the individual transactions shows most of the listings/sales represent residential land, and only a few are waterfront lots.



10-year Comparison Report

Property Type: Vacant Land
Area: 490 – Homer

Year	# Sold	Avg. List Price	% List Price Change	Avg. Sold Price	% Sold Price Change	Avg. DOM
2004	64	\$48,067	NA	\$44,196	NA	271
2005	72	\$72,111	50.02%	\$70,306	59.08%	197
2006	52	\$91,235	26.52%	\$80,864	15.02%	232
2007	35	\$78,994	-13.42%	\$77,070	-4.69%	148
2008	34	\$92,563	17.18%	\$84,162	9.20%	276
2009	22	\$70,754	-23.56%	\$63,390	-24.68%	328
2010	12	\$55,400	-21.70%	\$46,233	-27.07%	347
2011	22	\$73,459	32.60%	\$65,595	41.88%	314
2012	20	\$57,407	-21.85%	\$50,380	-23.20%	260
2013	33	\$74,515	29.80%	\$64,921	28.86%	267

Year-to-date total sales reported are 19. Recognizing this reflects 9 months of the year potentially one might expect 27 sales for the year if market activity keeps pace with the average number of sales that occurred in 2013. This would reflect a decrease from 2013 which showed an increase when compared to the number of sales reported for 2009 through 2012 and particularly in comparison from the lowest point in 2010. Market activity for 2013 is close to that reported for 2007 and 2008. The upward trend for both 2013 and 2014 is encouraging however significantly less than reported during the height of the market in 2004/2005.

The average sale and listing prices reported in the previous table show varied ups and downs from year-to year. However, it is difficult to accurately interpret these numbers as reflecting actual changes in sale prices over time because the average list and sold prices clearly depend on the type of property that is listed each year. One year there may be a number of higher priced view or commercial lots listed. Then the next year lower priced properties are on the market, thus indicating a decline in prices from the previous year.

Tracking market activity reported in MLS for only **waterfront lot sales** indicates the following results for the period of January 1, 2004 through year-to-date 2014. The majority of properties locally are listed with local real estate agents and marketed through MLS.



Waterfront Land Sales 2004 – 2014*

<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
5	3	4	1	0	0	0	0	1	2	4

*Reported in MLS

It is not surprising that there were no waterfront lot sales from 2008 through 2012 in the depths of the real estate decline. The sale prices of waterfront lots are typically much higher than other lots marketed in the Homer area. Two of the 2012 - 2014 lot sales are on Kachemak Dr. and are analyzed in the valuation of the subject uplands discussed in the Property Valuation section. The remaining sales are west of the Homer CBD and are not considered readily comparable to the subject since they are larger lots with a steep 200'+ high bluff amenity and thus lack direct access to the Kachemak Bay beach. Most of the lots east of the subject south of East End Rd. are similar with high steep bluffs lacking beach access.

Currently in MLS there are five "Homer" waterfront listings; one on Kachemak Dr. and included as Comparable 3a in this appraisal. The other four are larger lots west of the CBD. Comparable 7 was formerly listed on craigslist and currently has a "for sale" sign posted on the lot.



Property Description

Overview

Since the Market Value of the subject tidelands is estimated based on a percentage (ratio) of the adjacent uplands Market Value a description of the physical features, zoning, etc. of the uplands lot is incorporated into this discussion of the tidelands.

The lots are valued as-if vacant and unimproved; available for development. No consideration is given to site improvements installed by the Lessee of the tidelands on either lot (dock, gravel fill, rock rip rap, etc.).

Size

Tidelands: .237 acres – 10,324+/- sq. ft.

Uplands – Total Lot: 1.106 acres – 48,177 sq.ft.

Estimated site area above the bluff: 40,077+/- sq.ft. (.92 acre)

For consistency in the analysis of waterfront lots/acreage sizes of the comparables are compared to the subject based on the area inland from the edge of the bank/bluff overlooking the Kachemak Bay beach. Based on the 2002 survey of the subject uplands which identifies the location of the top of the bluff 8,100+/- sf is estimated to be at beach level; leaving 40,077+/-sf of uplands. Site area at the toe of the sloping bank is subject to daily tidal inundation and typically not considered readily usable except for construction of docks or buildings on piers/pilings.

Road Access/ Frontage

The uplands has 256+/- feet of frontage on the **two-lane, paved State maintained Kachemak Drive**. Access to the tidelands is at beach level over the adjoining uplands.

Utilities

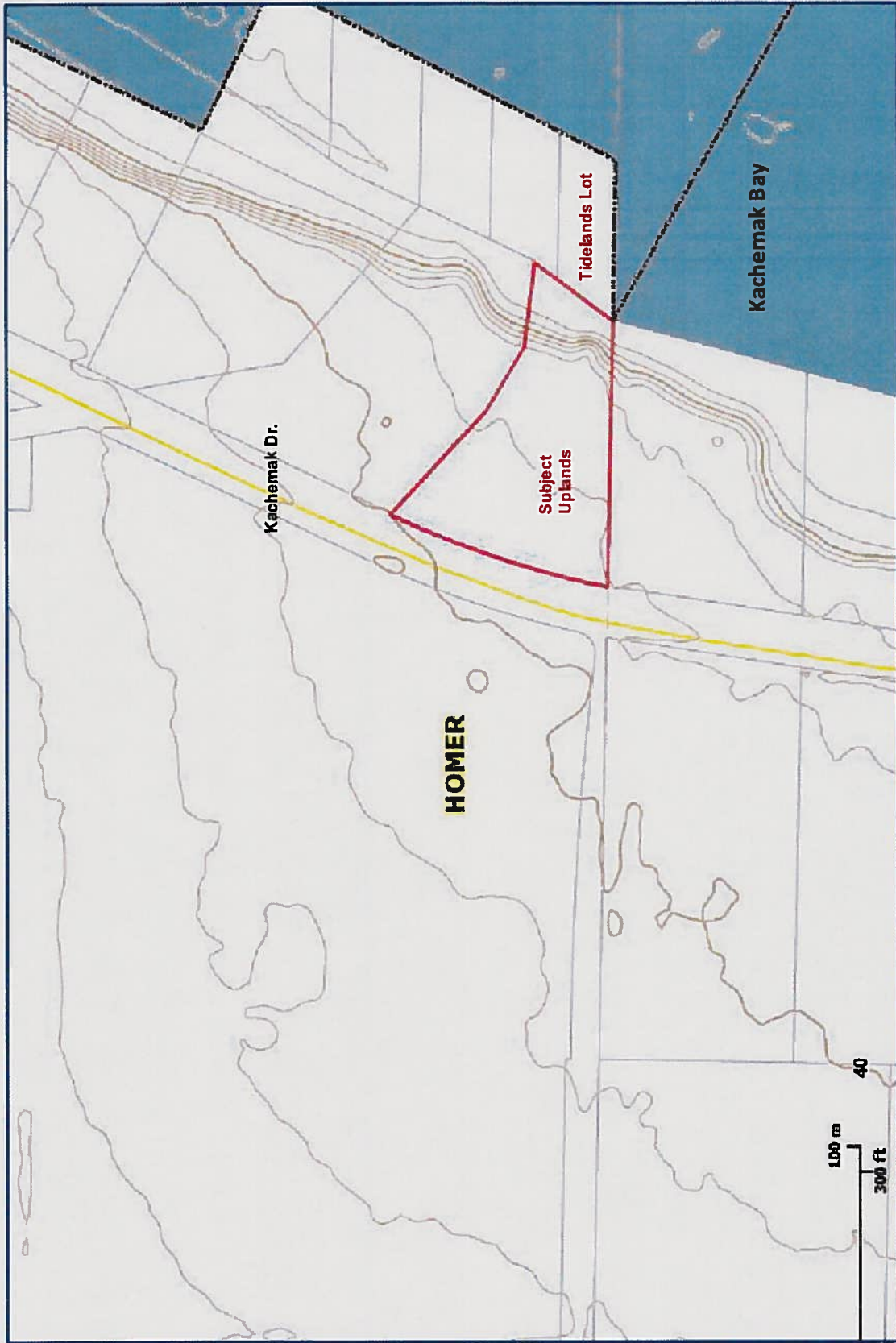
Electrical, telephone, natural gas, and public water and sewer are available to the uplands.

City of Homer **public water and sewer** was installed to the subject lot during the summer of 2011. In September 2013 the City levied a total assessment of \$34,140.80 for each benefitting property, regardless of size. The assessment is financed by the City for 20 years with annual payments including 1.5% interest. The outstanding **assessment** balance for the subject uplands lot is **\$32,926.27**.

The **assessment** for installation of **natural gas** within the Homer city limits in 2013 and 2014 has not been levied. It is estimated to be **\$3,283+/-/lot**. The City reports gas assessments will be finalized/levied in **early 2015**, payable over 10 years. The assessment will be the same for all lots, regardless of size, the same as the Kachemak Dr. water/sewer improvement districts.



Topography Map



Map from Kenai Peninsula Borough GIS Department - 4' contours



Assessed Value and Taxes

<u>Lot</u>	<u>KPB Parcel No.</u>	<u>Assessed Value</u>	<u>R.E. Taxes</u>
Tidelands	174-201-17	\$9,900	\$111.87
Uplands	174-201-20	Land: \$137,000	\$1,548.10

Since the uplands are valued as-if vacant the assessed value of the "improvement" (dock) at \$165,900 is excluded.

The **real estate taxes** are based on the City's 2014 real property tax rate of 11.30 mills. It is composed of: Kenai Peninsula Borough – 4.5 mills, City of Homer – 4.5 mills, and South Peninsula Hospital – 2.3 mills.

Topography and Soils

The **tidelands** have a **gradual easterly slope** seaward from the lot's west boundary near the end of the dock (see Plat Map). The lot is reportedly flooded at all high tides over 17+/- feet which provides boat access to the face of the dock constructed over the seaward (east) boundary of the uplands. This portion of Kachemak Bay is generally more shallow and the lot "goes dry" relatively quickly. The vicinity is only flooded at the higher tides for an estimated 3+/- hours during a typical 12-hour high/low tide cycle; thus minimizing the time that the dock can be used.

The **uplands** are level at Kachemak Drive road grade to the edge of the 15-20+/- foot high bank/bluff overlooking the Kachemak Bay beach below (see photos). The lot has 104 feet of Bay frontage, 113' acre of above-bluff site area. As previously reported under size the quantity of area above the bank overlooking the Kachemak Bay beach is .92+/- acre. The majority of the uplands lot has been graveled and is used for staging/parking area in conjunction with the dock and marine travel lift.

Due to historical problems with bank/bluff erosion in this area the owners installed rock riprap along most of the exposed bank/bluff. However, for appraisal purposes the uplands lot is valued as-if vacant and unimproved, assuming typical ground/tree cover and bluff amenities on vacant lots in the neighborhood. From the lot there is an excellent view amenity of Kachemak Bay and the Kenai Mountains.

The US Natural Resources Conservation Service on-line soil survey classifies soils within this area as **Beluga silt loam, nearly level**. Soil characteristics are identified as a top layer of silt loam and fine sandy loam underlain by silty clay loam to a depth of 40 inches, the extent of sampling. This soil type encompasses most of the Homer city center. Seepage from higher areas can keep this soil wet unless it is drained. Susceptibility to frost action is rated as "moderate to very high".

The soil survey identifies a small area of Salamatof peat, adjacent south of the subject uplands. The peat soils are visible along the



exposed bank/bluff on some of the lots south of the subject which have been heavily eroded prior to any bank restoration/stabilization.

The soils on the tidelands lot are identified as Tidal flats.

Zoning and Use Restrictions

The lots are zoned **East End Mixed Use (EEMU)**. This classification permits a wide variety of commercial and industrial uses as well as exterior (not enclosed) storage. Permitted uses include marine equipment service, sales and rental; warehousing-mini storage; building supply and equipment sales; residential uses that existed prior to the zoning classification, etc. A new 1 or 2-family residential use can be an accessory use.

Due to the beachfront location of the eastern portion of the uplands (site area east of the bank/bluff) and all of the **tidelands** lot this area is subject to **development constraints** resulting from federal regulations administered by the **US Army Corps of Engineers**. A Corps permit is required for development on any of the beachfront area subject to tidal action. The permit process requires extensive review and approval by various State and Federal agencies.

Easements

The subdivision plat for the tidelands lot identifies a 50' wide public use easement along the west boundary of the lot (see plat). This is typical for waterfront lots and **not considered to adversely impact usability** of the existing dock.

A 10' wide utility easement parallels the south boundary of the uplands lot. Again, it is typical and does not adversely impair usability. No other easements are known/identified on the plat.

Flood Zone Identification

According to the City of Homer Planning Department the **flood insurance rate maps** for Homer are in the process of being revised, expected to be officially adopted in Fall 2015. The existing and revised maps identify the **uplands** as a **"Zone D"**; described as "an area of undetermined but possible flood hazards". The site area below the top of the bank (**beachfrontage, including the tidelands**) is identified as a **Flood Zone VE** with a current defined elevation of 20' and proposed to increase to 24'. Zone V3 is identified as "An area inundated by 1% annual chance flooding with velocity hazard (wave action); BFEs (base flood elevations) have been determined." The Kachemak Dr. area is currently on map Panel 0201076065C, revised November 6, 2013. The proposed map dated June 13, 2014 is Map #02122C2115A.

Site Improvements

None considered, the lots are valued as-if vacant and unimproved.



Highest and Best use

Definition

The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria the Highest and Best Use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.¹

Methodology

The Highest and Best Use of a property is an economic concept that measures the interaction of the four criteria. The determination of a property's Highest and Best Use is an important appraisal component that provides the valuation framework upon which the comparable market data is based. Normally the Highest and Best Use is considered both as-if vacant and as improved. However, since the subject property is valued as-if vacant/undeveloped, Highest and Best Use is discussed only as vacant.

As Vacant

The unique physical features of the subject tidelands clearly impact the potential uses that are **physically possible**. Typically tidelands are used in combination with adjacent uplands; most likely for a dock/pier.

City of Homer zoning affects what uses are **legally permissible** on the adjoining uplands. In Homer the majority of waterfront lots are unzoned (and outside the city limits) or zoned to permit residential use. There are few waterfront lots, like the subject uplands, that allow primarily commercial/industrial use under the EEMU zoning. Residential use is permitted as ancillary to the primary commercial/industrial oriented use on-site.

Uses permitted outright in the EEMU zone include a variety of commercial/industrial uses that are already predominate in the immediate neighborhood. These include marine equipment service, sales, and storage; warehousing and mini storage; equipment storage yards, and retail sales.

The tests of **financial feasibility** and **maximum productivity** are determined based on a specific, planned use and the test of that use for economic return to the owner. As an example, this would consider the demand, competition, and rent levels for a particular industrial/commercial building type or occupancy.

Considering current market conditions the **two uses** that meet the tests of Highest and Best Use would be holding the site vacant as an interim use or developing with an industrial/commercial use for primarily owner occupancy in conjunction with the adjacent tidelands.

¹ The Dictionary of Real Estate Appraisal, Fifth Edition, Appraisal Institute, Chicago, 2010, pg. 93.



Summary

The Highest and Best Use of the subject uplands/tidelands is concluded to be development of a primarily owner-occupied use in conformance with the EEMU zoning requirements. Use of the tidelands would be in conjunction with the adjacent uplands, likely for a dock or pier. An alternate, interim use is holding the lots vacant for future development when deemed financially feasible.



Property Valuation

Methodology

Market Rent is typically concluded based on the fee simple Market Value of the subject property and application of a market lease rate (%). However, since the subject consists of tidelands an additional step is required in the valuation process.

The majority of tidelands statewide are publicly owned by the State or local municipalities and are normally leased rather than sold. Therefore due to the dearth of actual tideland sales on the Kenai Peninsula that are similar to the subject property the Market Value of the tidelands appraised is estimated based on a percentage of the value of the adjoining uplands lot. The valuation process then requires estimating the Market Value of the uplands as of the effective appraisal date as well as concluding a tideland/uplands value ratio. The use of the "percent of uplands value" method is considered quite appropriate since tidelands generally have limited market appeal individually and are normally used in conjunction with the adjacent uplands.

In summary, Market Rent of the subject is concluded following a three-step process:

- Valuation of the adjacent uplands lot (used in conjunction with the subject tidelands), valued as-if vacant and unimproved,
- Application of an uplands/tidelands value ratio (%),
- Application of a market lease rate.

Valuation of Adjacent Uplands

The Sales Comparison technique is the most reliable procedure for estimating land value. Using this technique sales and listings of other Kachemak Bay frontage lots on Kachemak Dr. are analyzed. Due to the dearth of more recent sales some older transactions are included, however considered to provide meaningful value indications following an analysis of market conditions since their date of sale. More recent waterfront lot sales in other areas of the city are not included due to their typically high steep banks/bluffs (200'+) and lack of direct access to the Kachemak Bay beach. Following adjustment of the subject comparables for their differences in comparison to the subject uplands they provide an indication of Market Value for the lot appraised.

For analysis the waterfront comparables are analyzed based on a sale price per square foot and utilizing their useable or above bluff site area. This method is used to provide a consistent unit of comparison since bluff locations vary, resulting in significant differences in beach/bank proportions. In some cases lots are platted to the Alaska Tidelands Survey, others to mean high water lines of varying years or in some cases the 1917 meander. Total lot sizes and proportion of beach area can vary significantly and skew the sale price per square foot (or acre) to an essentially meaningless number. However, comparing the comparables based on their "above bluff" size has been found to provide a meaningful, consistent basis of comparing waterfront sales, used in the Homer market by Derry & Associates



over the past 35+ years. The size of the useable or above bluff area is developed using the Borough's aerial topographic overlay and/or lot surveys of above-bluff area.

Historically in the Homer area waterfront properties have not been marketed/purchased based on their total water frontage and a price per front foot. This methodology was initially considered/calculated for the subject comparables. Unit prices range from \$722 to \$1,905 per front foot and do not readily provide a reliable basis of adjusting for their differences. Due to their higher prices the comparables are analyzed based on their price per square foot rather than price per acre.

As previously reported in the Property Description section the estimated "above bluff" size of the subject uplands is 40,077+/- sq.ft., .92 acre. The lot has public water/sewer, electrical, telephone, and natural gas available. The value conclusion assumes outstanding utility assessments will be assumed by a buyer/owner which is typical in the market. For analysis the lot is valued without consideration of site improvements which include clearing, installation of gravel fill for parking/staging and rock rip rap for stabilization of the Kachemak Bay bank.

**Summary of the
Comparables**

The details of the individual comparable sales and listings analyzed are summarized in the following comparable data sheets and land adjustment grid presented following discussion of the elements of comparison. **Both the data sheets and the grid report legal description, sale dates, sale terms, and physical characteristics of each of the comparables.**

Although Comparable 4 sold in 2005 it is included since it is zoned for commercial/industrial use like the subject uplands. Comparable 7, a current listing, is adjacent to the east of GC2 (General Commercial 2) zoned land, three lots east of C4, south of the Homer Airport. Comparables 3/3a and 5/5a help identify changes in market conditions since 2006/2007.

The net land value of Comparables 5/5a and 6 are estimated/analyzed due to the lack of other vacant, Kachemak Dr. waterfront sales. Both sales included small residential improvements of advanced age and fair condition with a relatively low contributory Market Value. The remaining comparables are vacant except for some mostly minor site improvements (clearing, driveway, etc..)

Recognizing this assignment as a Retrospective Appraisal and following USPAP Statement 3, it is acknowledged that some of the comparables happened after the effective date of value. Those sales however are considered to have occurred within a reasonable time of the effective date and evidence in the market confirms they are consistent with market expectations as of the effective date of value.



Comparable Location Map



Comparable Location Map



Comparable Land Sale 1

Location: 4288 Kachemak Dr., Homer

Legal Description: GLO 45B & 46C, Section 14, T6S, R13W, S.M.

<p>Shape: Parallelogram</p> <p>Area: Total site: 2.46 acres Est. above bluff: 1.75 acres, 76,230sf</p> <p>Access: 2-lane paved, State maintained Kachemak Dr. along west boundary</p> <p>Zoning: Rural Residential</p> <p>Utilities available: S,W,E,T,G</p> <p>Grantor: Victor D. Carlson, Anchorage</p> <p>Grantee: McKenzie Mahan, Homer</p>	<p>Sale Price: \$200,000</p> <p>Sale Date: July-14</p> <p>Sale Terms: Cash + assume W/S assessments-\$32,926.27. Pending gas assessment (2015) - \$3,283+/-</p> <p>Instrument: WD Recording index: 2014-002141-0</p> <p>KPB parcel no. 179-110-08 & 10</p> <p>Confirmed: A. Newby, RE broker</p>
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Comments: The lot was listed for about 1 year, priced at \$225,000 at the time of sale. In 2007 - 2009 it had been listed with a different agent at \$420,000 - 424,000. Site topography is level at road grade to the edge of the 100+/- ft. high bank/bluff with a steep escarpment to the beach below. The bank is subject to active erosion. The lot is heavily treed. Adjoining lots north and south are developed with single family residences of varying quality, size, and age. There is no developed beach access due to steepness of the bank. Total frontage is 184', 105'/acre of above-bluff area.



Analysis: \$200,000 sale price/ 76,230 sq.ft. = \$2.62/sq.ft.



Comparable Land Sale 2

Location: 4412 Kachemak Dr., Homer

Legal Description: Lot 41C, MacInnes S/D (Plat 76-7, HRD)

Shape: Rectangular

Sale Price: \$170,000

Area: Total site: 1.48 acres
Est. above bluff: 1.28+/- acres, 55,757sf

Sale Date: December-12

Access: 2-lane paved, State maintained
Kachemak Dr. along west boundary

Sale Terms: \$20,000 down (12%)
Assume W/S assessments-\$34,661.91
Pending gas assessment (2015)-\$3,283+/-

Zoning: Rural Residential

Instrument: WD

Utilities available: S,W,E,T,G

Recording index: 2013-000027-0

Grantor: Robert R. & Maryann S. Leedy, Eagle River

KPB parcel no. 179-330-01

Grantee: Derek Lechlitter, Soldotna

Confirmed: S. Erickson, RE Broker

Comments: The lot was on the market for 4.3 years, originally priced at \$375,000. Over time the listing price was reduced to \$179,900 at the time of sale. The Grantor had purchased the lot in 1996 for \$65,000. Site topography is generally level at road grade to the top of the 80'+/- high, steeply sloping bank down to the Kachemak Bay beach. The sale included a narrow driveway & gravel pad which have been expanded since purchase. The site is mostly cleared with some pockets of standing water at time of inspection after a month of heavy rain. Lot has 167' of Bay frontage, 130'/acre of above-bluff area.



Looking north over the bluff from near the south boundary.

Analysis: \$170,000 sale price / 55,757 sq.ft. = \$3.05/sq.ft.



Comparable Land Sale/Listing 3/3a

Location: 4726 Kachemak Dr., Homer

Legal Description: GLO 31, Section 14, T6S, R13W, S.M.

Shape: Rectangular	Sale Price: \$240,000/Listing @ \$199,999
Area: Total site: 1.23 acres Est. above bluff: .75+/- acre, 32,670sf	Sale Date: Sale Aug-07; List date Aug-13
Access: 2-lane paved, State maintained Kachemak Dr. along west boundary	Sale Terms: Cash - Est. assessments @ sale: \$33,500+/- .Current balance: \$32,926.27. 2015 pending gas assessment-\$3,283+/-
Zoning: Rural Residential	Instrument: WD Recording index: 2007-004086-0
Utilities available: S,W,E,T,G	
Grantor: James Torgerson & Morgan B. Christen, Anchorage	KPB parcel no. 179-080-38
Grantee: Anne P. Rex, Ohio (now C3a Grantor)	Confirmed: A.Newby, RE Broker Selling and Listing Agent

Comments: Prior to sale the lot was listed at \$265,000 for 2 months. Current listing price unchanged since original listing in 8/13. No offers reported. Lot is level to the top of the sloping, 40'+/- high bank to the Kachemak Bay beach. The bank is mostly vegetated, helping to protect it from active erosion. Uplands is treed. The relatively low bank provides easy access to the beach. Total frontage is 173'+/-, 231'/acre of above-bluff area.



Sloping bank down to the Kachemak Bay beach in foreground.

Analysis:	\$240,000 sale price/	32,670 sq.ft. =	\$7.35/sq.ft.
	\$199,999 list price/		\$6.12/sq.ft.



Comparable Land Sale 4

Location: 2355 Kachemak Dr., Homer

Legal Description: GLO 21, Section 22, T6S, R13W, S.M. lying south of Kachemak Dr.

Shape:	Rectangular	Sale Price:	\$400,000
Area:	Total site: 4.06 acres Est. above bluff: 2.88+/- acres, 125,453+/-sf	Sale Date:	August-05
Access:	2-lane paved, State maintained Kachemak Dr. along west boundary	Sale Terms:	Cash Assume pending W/S assessments-est. @ \$24,000 at time of sale.
Zoning:	General Commercial 2 (GC2)	Instrument:	WD Recording index: 2005-004787-0
Utilities available:	S,W,E,T	Grantor:	Gary Garrouette & Nina V. Garrouette, Homer
Grantee:	Larry M. Alred & Colleen Alred, Barrow	KPB parcel no.	179-150-38 (now replatted, parcel 179-150-79)
		Confirmed:	M.McHone, RE Agent

Comments: The lot had been on the market for 7+/- months, initially priced at \$495,000, reduced to \$430,000 at the time of sale. Site topography is generally level at road grade to the top of the 80'+/- high, steeply sloping, mostly treed bank down to the Kachemak Bay beach below. Portions of the site were cleared/graveled for parking. At time of sale there was a trail access down to the beach, shared with the lot to the west. In 2008 the two lots were replatted with the trail on the other lot. Total size of this lot was reduced to 3.49 acres. The lot was used for boat storage; improved with shop spaces since purchase. At time of sale the total Bay frontage was 260'; 90' acre of above-bluff area.



SW over the edge of the Kachemak Bay bluff. Homer Spit visible at upper left.

Analysis: \$400,000 sale price / 125,453 sq.ft. = 3.19/sq.ft.



Comparable Land Sale 5

Location:	4946 Kachemak Dr., Homer
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Legal Description:	GLO 16, Section 14, T6S, R13W, S.M. lying East of Kachemak Dr.
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Shape:	Rectangular	Sale Price:	\$137,000 (Net land value)
Area:	Total site: .88 acre Est. above bluff: .50+/- acre, 21,780+/-sf	Sale Date:	July-14
Access:	2-lane paved, State maintained Kachemak Dr. along west boundary	Sale Terms:	Cash + Assume W/S assessments of \$32,926.27. 2015 pending gas assessment-\$3,283+/-
Zoning:	Rural Residential	Instrument:	WD Recording index: 2014-002422-0
Utilities available:	S,W,E,T,G	Grantor:	Rebecca A. Winchester, Florida KPB parcel no. 179-080-20
Grantee:	Roberta D. Gibson, Anchorage	Confirmed:	D. Leisek, RE Broker

<p>Comments: For valuation the estimated contributory Market Value of a 384sf cabin, deck and gazebo are deducted from the \$162,000 total sale price. The property had periodically been listed for sale for 5+/- years; initially at \$270,000 (incl.improvements). Listing price at time of sale was reduced to \$169,900. Site topography is level to the sloping, grass covered 20' high bank down to the Kachemak Bay beach. Total frontage is 170', 340'/acre of upland area.</p>



NW to the lot from the beachfront amenity.

Analysis: \$137,000 sale price/	21,780+/- sq.ft. =	\$6.29/sq.ft.
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Comparable Land Sale 5a

Location: 4946 Kachemak Dr., Homer

Legal Description: GLO 16, Section 14, T6S, R13W, S.M. lying East of Kachemak Dr.

<p>Shape: Rectangular</p> <p>Area: Total site: .88 acre Est. above bluff: .50+/- acre, 21,780+/-sf</p> <p>Access: 2-lane paved, State maintained Kachemak Dr. along west boundary</p> <p>Zoning: Rural Residential</p> <p>Utilities available: S,W,E,T</p> <p>Grantor: Bonnie S. Gregoire, Homer</p> <p>Grantee: Rebecca A. Province & Mark Hampton, FL</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Sale Price:</td> <td style="text-align: right; padding: 2px;">\$162,500</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 2px;">(Net land value)</td> </tr> <tr> <td style="padding: 2px;">Sale Date:</td> <td style="text-align: right; padding: 2px;">July-06</td> </tr> </table> <p>Sale Terms: Cash + Assume estimated W/S assessments of \$28,600.</p> <p>Instrument: WD Recording index: 2006-003906-0</p> <p>KPB parcel no. 179-080-20</p> <p>Confirmed: J.Calhoun, RE Agent</p>	Sale Price:	\$162,500	(Net land value)		Sale Date:	July-06
Sale Price:	\$162,500						
(Net land value)							
Sale Date:	July-06						

Comments: For valuation the estimated \$30,000 contributory Market Value of a 384sf cabin, deck and gazebo on this lot and the estimated value (\$27,500) of the site area west of K.Dr. are deducted from the total sale price of \$220,000. The lot was listed 2 months at \$250,000. The improvements on-site were in better condition than in 2014. Site topography is level to the sloping, grass covered 20' high bank down to the Kachemak Bay beach. Total frontage is 170', 340'/acre of upland area.



NW to the lot from the beachfront amenity.

Analysis: \$162,500 sale price/	21,780+/- sq.ft. =	\$7.46/sq.ft.
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Comparable Land Sale 6

Location:	4834 Kachemak Dr., Homer
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Legal Description:	Lot 28, Block 1, Uminski 1997 Addition (Plat No. 99-80 HRD)
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Shape:	Rectangular	Sale Price:	\$60,000 (Net land value)
Area:	Total site: .47 acre Est. above bluff: .30+/- acre, 13,100+/-sf	Sale Date:	July-11
Access:	2-lane paved, State maintained Kachemak Dr. along west boundary	Sale Terms:	20% down + Assume W/S assessments of \$34,661.91.
Zoning:	Rural Residential	Instrument:	WD Recording index: 2011-002277-0
Utilities available:	S,W,E,T	Grantor:	Celeste Harjehausen, Anchorage KPB parcel no. 179-090-12
Grantee:	John L. Warren, Homer	Confirmed:	C.Story, RE Broker

Comments: For valuation the estimated \$15,000 contributory Market Value of a 500sf+/- cabin of advantaged age and in fair condition is deducted from the \$75,000 total sale price. Since purchase the Grantee has constructed a new residence on-site. He owns other property in the neighborhood. The property had only been listed 2 weeks, at \$94,900 (incl.the cabin). It was first listed in June 2010 at \$145,000 with periodic price reductions. Total frontage is 83', 277'/acre of upland area. The bank is 28'+/- high. The lot is partially treed, generally level at road grade to the edge of the bank overlooking the beach below.



View over the edge of the bank at the time of sale.

Analysis: \$60,000 sale price/	13,199 sq.ft. =	\$4.58/sq.ft.
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Comparable No. 7

Location: 2601 Kachemak Dr., Homer

Legal Description: Lot 1, Keta Cliffs Too S/D (Plat 79-48 HRD)

Shape: Irregular	List Price: \$185,000
Area: Total site: .93 acre Est. above bluff: .5 acre, 21,780+/-sf	List Date: May-13
Access: 2-lane paved, State maintained Kachemak Dr. along west boundary	Sale Terms: Negotiable + assume W/S assessments-\$25,528.82. Pending gas assessment (2015) - \$3,283+/-
Zoning: Rural Residential	Instrument: N/A Recording index: N/A
Utilities available: S,W,E,T,G	
Grantor: Rick & Margaret Egelus Living Trust	KPB parcel no. 179-260-09
Grantee: N/A	Confirmed: Grantor & craigslist

Comments: The price of the lot has remained unchanged since the initial advertising and sign posted on the lot. Site topography is level at road grade to the edge of the 80'+/- high, mostly treed bank down to the Kachemak Bay beach. Total frontage is 168', 336'/acre of upland site area. The lot has been mostly cleared and has grass ground cover, The lots adjoining to the west are zoned General Commercial 2 and developed with commercial uses. Lands east are zoned Rural Residential.



View SE over the edge of the bluff toward the Kachemak Bay beach.

Analysis: \$185,000 list price/ 21,780 sq.ft. = \$8.49/sq.ft.



Analysis of the Comparables

The following section discusses the analysis and adjustments applied to the comparables to develop the Market Value of the adjacent uplands, included as the first step in valuation of the subject tidelands. The comparables are analyzed first for **transactional adjustments** (financing terms, conditions of sale, market conditions) then **property adjustments** (physical characteristics, legal constraints, etc.). Only those elements potentially requiring some adjustment are discussed.

Sale Terms

The State of Alaska "General Appraisal Requirements" state "Market value must be estimated in terms of seller financing typical for the market"¹¹. For their land sales the State offers seller provided financing with no variation in price for cash.

Historically private sellers often gave a discount for cash vs. a sale with seller provided financing. However in recent years cash sale terms have become very common with no identified variation in price compared to other sale terms. As a result the cash sales terms of most of the comparables are considered interchangeable with the seller provided financing of C2, 6, and 7. Thus no adjustment is applied to any of the comparables for variation in sale terms.

Market Conditions (Date of Sale)

Due to the dearth of more recent waterfront lot sales on Kachemak Dr. the sale dates of the comparables range from August 2005 through July 2014. As a result an extensive analysis of paired sales was undertaken to identify any changes in market conditions during this time frame.

A survey of paired sales was conducted to track sales/resales within the Homer city limits between January 2005 to the current date. This included both commercial and residential oriented lots and includes several of the comparables previously discussed.

The Market Overview section previously discussed the dearth of market activity since the height of the market in 2004 - 2006. Up until that time sales in general experienced annual escalations in value/sale prices. Increases of 10 - 20%/year were commonplace. However, those increases in value in the Homer market stopped abruptly by late 2008 and early 2009. A comparison of 2007/2008 lot listing prices to current dates reflect downward trends as well, some very significant. For example Comparable 1 was listed at \$424,000 in August 2007, reduced in 2014 to \$225,000 at the time of sale. Comparable 2 was listed in 2008 at \$375,000, \$179,900 at the time of sale in 2012. C3 sold for \$240,000 in 2007, currently listed at \$199,999, a discount of 17% from the earlier purchase price. Similarly the July 2006 sale of C5a compared to the 2014 price indicates a discount of 16%.

¹¹ State of Alaska "General Appraisal Requirements", 2012, page 2: 9. Terms of Sale.



Fourteen paired sales/resales and sales/listings were tracked in a search of 2008 – 2014 sales and current listings reported in MLS for “Homer” (lots/acreage within and close to the city limits). All of these transactions indicate price declines, typically in the range of 10 – 20% with some listings currently at 30%+/- less than their earlier purchase prices.

Based on the results of the paired sales/listings analyzed a stepped market conditions adjustment is applied to the older sale dates of C3, 4, and 5a. The adjustment is calculated by applying an upward adjustment to the oldest sale (C4 in 2005) at 12%/year, compounded monthly through June 2006. That sale and the two others (C3 and 5a) are then adjusted upward at 3%/year to March 2009. The resulting indicated price per square foot is then discounted 20% to reflect the changing market conditions after that date. All of the remaining comparables with sale dates between July 2011 and July 2014 are considered to reflect current, relatively stable market conditions, and thus are not adjusted.

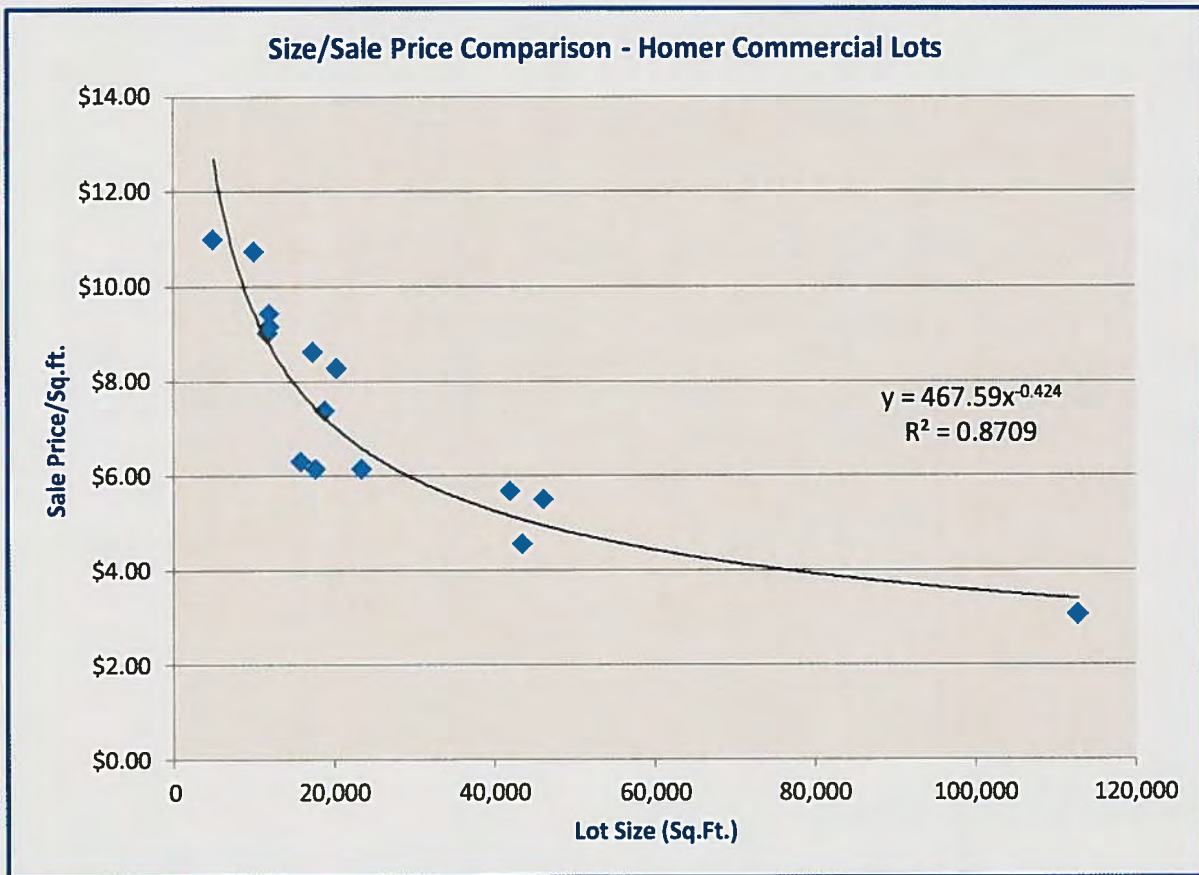
Typically listings are considered to set the upper range of value, prior to buyer/seller negotiation. As identified on the MLS sales table presented in the Market Overview section average sale prices are consistently less than the average listing prices. Over the past five years the average discount from list price for the “Homer” land sales reported in MLS was 12.6%. The subject waterfront comparables reflected discounts of 6 to 25%+/- . Considering these discounts a -10% market conditions adjustment is applied to the comparable listings of C3a and C7 to bring them more in line with a likely sale price

Site Size

Again, due to the dearth in sales and listings the comparables vary in size from the smallest (C6) at 13,100 sq. ft. (above bluff) to the largest (C4) at 125,453 sq.ft. These compare to the subject uplands at 40,077 sq. ft.

The size/price relationship is typically inverse; the larger the parcel size the lower the price paid per square foot and vice versa. To identify any market supported size/price relationship and to quantify that difference (if any) a scatter plot graph was used. To enhance the similarity of the data all the sales graphed are commercial oriented lots within the Homer CBD, first adjusted for any difference in date of sale as previously discussed under market conditions. The following graph illustrates the data arrayed.





The formula and R^2 associated with the trend line is reported. For a meaningful equation an R^2 (coefficient of determination) as close to 1.00 is optimal. Note that this formula generated by Excel reports "R²" rather than the actual calculation for simple regression in this case, correctly identified as "r²".

Using the trend line formula the percentage adjustment to each of the comparables based on variations in size compared to the subject uplands is calculated, rounded and shown on the Adjustment Grid.

View Amenity/Kachemak Bay Frontage

All of the comparables are waterfront lots fronting on Kachemak Dr. which provides an unobstructed view of Kachemak Bay and the Kenai Mountains to the south. The lots do vary in their quantity of Bay frontage. For comparison purposes the frontage is reported based on feet per acre, ranging from 90 to 340' per acre, compared to the subject at 113'. Comparables 1 and 2, and 4 which are also the largest sales have the most similar quantity of frontage to the subject at 90' - 130'/acre. The



remaining comparables have a higher proportion of frontage, attributed in part to their smaller sizes.

None of the comparables provide a basis for developing a quantitative adjustment for the frontage differences when compared to the subject. As a result a downward qualitative adjustment is noted for the higher proportion of frontage for C3/3a, 5/5a, 6 and 7.

Topography/Height of Kachemak Bay bluff/bank

As previously reported (see Hypothetical Condition 3) the subject uplands lot is valued without consideration of site improvements (clearing, gravel fill, etc.). Varied downward adjustments are applied to C2, 4, and 5/5a for site work in place on each of the lots. The percentage adjustment applied is calculated from the estimated contributory Market Value per square foot of the individual improvements. The higher adjustment to C4 is due to the higher proportion of graveled site area and resulting contributory value.

The height of the Kachemak Bay bank/bluff is an important consideration for direct beach access and erosion control. The steep, 80 to 100 foot high bluffs of C1, 2, and 7 provide limited, if any, direct beach access from the individual lots. Although C4 also has an 80 foot high bank at the time of sale the lot benefited from having a developed/shared access trail/road down to beach level with the lot adjacent to the west. The remaining comparables are more similar to the subject with banks ranging from 20 to 40 feet high, providing readily accessible beach access.

Again, the comparables do not provide a basis for applying a quantitative adjustment for these differences. As a result an upward qualitative adjustment is noted for C1, 2, and 7 due to their much higher banks than the subject and other comparables.

Utilities Available

The comparables all have public water/sewer, electrical, telephone and natural gas available. Each of the lots will be subject to the same natural gas assessment, likely finalized in early 2015 according to the City of Homer (see Hypothetical Condition No. 2). At the current time the assessment is estimated at \$3,283.30/lot.

All of the comparables were sold or are listed subject to the buyer assuming outstanding water and sewer assessments which were reported on the comparable data sheets. Water/sewer were extended to Comparables 4 and 7 in Phase I of the Kachemak Dr. improvement districts. Service to the subject and remaining comparables was in the more recent Phase II project with assessments finalized in 2013. The assessments were levied on a site basis with all lots in each phase charged the same assessment, regardless of size.



In the Kachemak Dr. market it has been customary that a buyer assumes outstanding assessments. From the buyer/seller/real estate agents perspective the sale/purchase prices are referenced/confirmed excluding the outstanding assessments. As a result the subject uplands are valued based on a buyer assuming the outstanding water/sewer assessments, the same as the comparables (See Hypothetical Condition 1). Therefore the comparables are analyzed without consideration of the assessments and no adjustments are required.

Zoning/Land Use Restrictions

The zoning of Comparable 4 is the only sale that is zoned to permit commercial/industrial development as a primary use, similar to the East Road Mixed Use zone of the subject and adjacent uplands. C7 is adjacent to the east of the GC2 (General Commercial 2) zoning of C4, south of the Homer Airport. The remaining comparables are zoned Rural Residential.

Except for lots on the Homer Spit there are a very limited number of waterfront lots that are commercially zoned. They are predominately Rural Residential like the majority of comparables. Of the few lots that permit commercial use less than five are vacant. These include three acreage tracts in the Gateway Business District fronting the Sterling Highway west of the Central Business District (CBD). The largest of these is 31.3 acres. There are six other waterfront lots in the EEMU zone of the subject; four with residences and two with residences now occupied for commercial uses.

It is interesting to note that in our analysis of the few commercially zoned waterfront lot sales and listings through the years we have never been able to identify a waterfront premium when compared to a lot lacking Bay frontage. This could be due in part to the mostly secondary location/exposure of the waterfront sites and the more limited appeal of these lots due to their typical active bluff erosion. Similarly, the few historical sales of CBD (Central Business District) zoned waterfront lots have not indicated any premium in comparison to the residentially zoned Bay frontage lots. As a result no adjustment (either quantitative or qualitative) is applied for any difference in zoning.

Shape/Bank Condition

The shape of all of the comparables provides a readily usable site, similar to that of the slightly irregular shape of the subject uplands. Accordingly, no adjustment is required.

As previously discussed the subject uplands are valued without consideration of any impact on value for the site improvements added since leasing of the subject tidelands. This includes the rock rip rap added to help stabilize the bluff erosion. While inspecting all of the comparables special emphasis was placed on identifying the condition of



the Kachemak Bay bluff/bank since over time some property owners have installed varying means to protect their properties from active bluff erosion. Although some of the buyers have undertaken erosion control projects since purchase research was done to determine bluff quality at the time of sale. All of the comparables were potentially subject to active erosion although some rocks had been installed at beach level (not up the bank) along Comparable 5/5a and Comparables 3 - 7 included some natural vegetation, potentially helping to stabilize portions of the bank. Due to their higher proportion of active erosion Comparables 1 and 2 are most similar to the subject prior to the major bank stabilization undertaken by the subject lessee.

Although there is some variation in the quantity of erosion on each of the comparables no qualitative or quantitative adjustments are applied for differences since all of the comparables lacked any major erosion control//bank stabilization at the time of sale or current listing.

Adjustment Grid

The following table lists the comparables, elements of comparison, and adjustments applied.



Land Sale Adjustment Grid

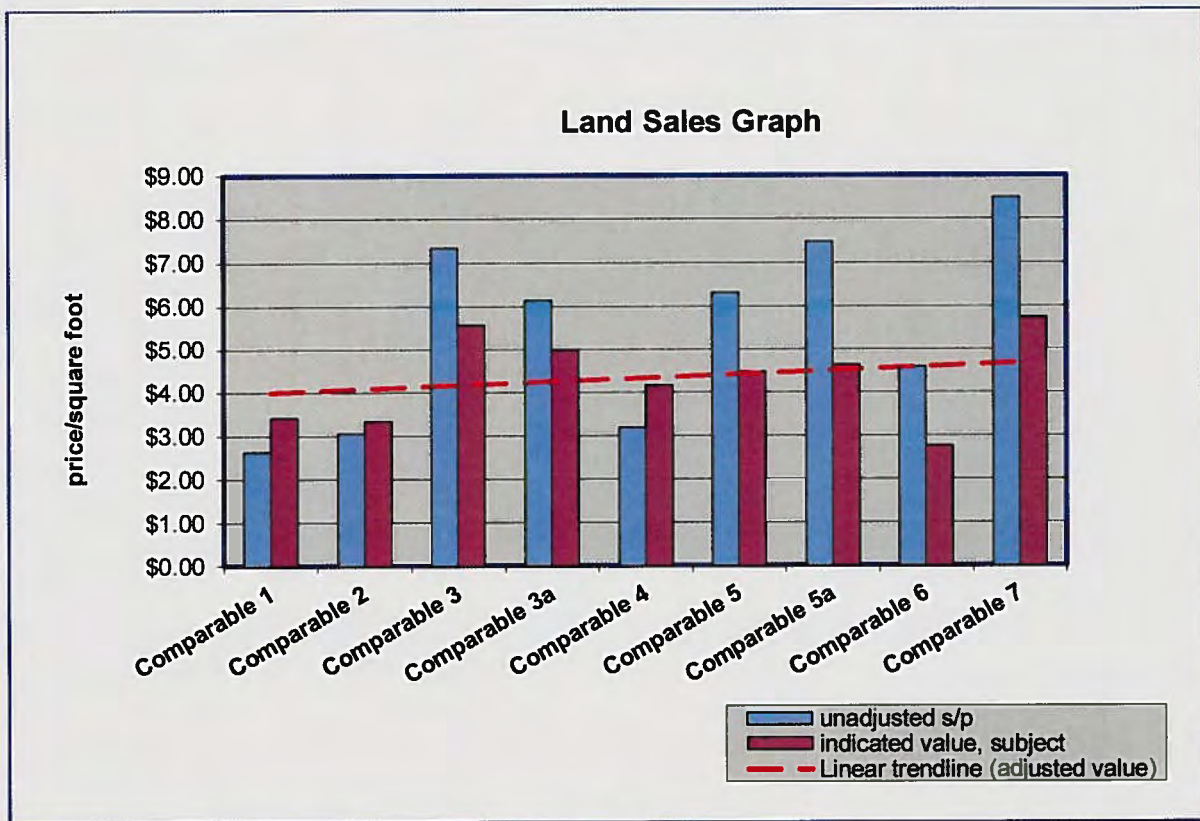
Moore Uplands Lot - Kachemak Dr., Homer									
Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 3a	Comparable 4	Comparable 5	Comparable 5a	Comparable 6	Comparable 7
Uplands-Lot 3-A-1	GLO 458 & 46C, L1C, Machines	GLO 31 S14 T6S, R13W E of Kach Dr.	GLO 31 S14 T6S, R13W E of Kach Dr.	GLO 31 S14 T6S, R13W E of Kach Dr.	GLO 21 Sec 22, T6S, R13W, So. Of Kachemak Dr.	GLO 16, S14, T6S, R13W, E of Kach, Dr.	GLO 16, S14, T6S, R13W, E of Kach, Dr.	L28-B1, Uminski 1997 Addition	L1, Keta Cliffs Too
Legal Description	Uplands-Lot 3-A-1, Northern Enterprises No. 1	S14, T6S, R13W, SD	S14, T6S, R13W, E of Kach Dr.	R13W E of Kach Dr.	Kachemak Dr.	Dr.	Dr.	Dr.	Dr.
KPB #174-201-20	KPB #179-330-01	KPB #179-330-01	KPB #179-080-38	KPB #179-080-38	KPB #179-190-38	KPB #179-080-20	KPB #179-080-20	KPB #179-080-12	KPB #179-260-09
Price	\$200,000	\$170,000	\$240,000	\$199,999	\$400,000	\$137,000	\$192,600	\$60,000	\$186,000
Price/sq.ft. (unadjusted)	\$2.62	\$3.05	\$7.35	\$6.12	\$3.19	\$6.29	\$7.46	\$4.58	\$8.49
Financing Terms (conditions of sale)	Cash	12% down	Cash	Cash	Cash	Cash	Cash	20% down	Negotiable
Price Adjusted for Terms/Conditions	\$2.62	\$3.05	\$7.35	\$6.12	\$3.19	\$6.29	\$7.46	\$4.58	\$8.49
Market Conditions (contract sale date)	Jun-14	Dec-12	Aug-07	Current Listing	Aug-05	Jul-14	Jul-06	Jul-11	Current Listing
Market Conditions (older sales adj @ 12%/yr to 60% 3-yr, 70%-30% then lump sum -20%)			-16%	-10%	-4%		-13%		-10%
Time Adjusted Price	\$2.62	\$3.05	\$6.17	\$5.51	\$3.06	\$6.29	\$6.49	\$4.58	\$7.64
Size [sq ft.-above bluff/bank] adjustment	0.82	1.75	0.75	0.75	2.88	0.50	0.50	0.30	0.50
Size [sq ft.-above bluff/bank] adjustment	40,077	76,230	32,670	32,670	125,453	21,780	21,780	13,100	21,780
Size Adjusted Price/sq.ft.	\$3.41	\$3.51	\$5.55	\$4.96	\$4.90	\$4.72	\$4.87	\$2.75	\$5.73
Other Characteristics									
Location (neighborhood)	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.	Kachemak Dr.
View amenity/Bay frontage/acres/abv bluff adjustment	Same/105'	Same/130'	Same/231'	Same/231'	Same/90'	Same/340'	Same/340'	Same/277'	Same/332'
Street surface/maintenance adjustment	Same	Same	Same	Same	Same	Same	Same	Same	Same
Topography to bank-bluff/bluff height adjustment	Level/100'	Lvl. drvw/grad/80'	Level/40'	Level/40'	Prtl.clr-grvl/80'	Lvl.drww/clearing/20'	Lvl.drww/clearing/20'	Level/28'	Level/80'
Utilities Available adjustment	Same	Same	Same	Same	E.T., W/S	Same	E.T., W/S	E.T., W/S	Same
Zoning/land use restrictions adjustment	Rural Res./similar	Rural Res./similar	Rural Res./similar	Rural Res./similar	GC2/Similar	Rural Res./similar	Rural Res./similar	Rural Res./Prtl.veg.	Rural Res./Prtl.veg.
Shape/Bank condition adjustment	Rect/Similar	Rect/Similar	Rect./Prtl.veg.	Rect./Prtl.veg.	Rect./incl. erosion/bank	Rect./Some rocks	Rect./Some rocks	Rect./Prtl.erosion	Irreg./Prtl.treed
List price/marketing time adjustment	\$225,000/1 year	\$375,000/4.3 years	\$265,000/2 mths.	\$199,999/10 mths	\$430,000/6mths	\$174,000/14 months	\$192,500/2 months	\$79,900/2 weeks	\$185,000/9/13 mths+
List price sale price change adjustment	-11%	-55%/-5% @ sale date	-9%	0%	-7%	-21%/-5% @ sale date	-16%	-25%	0%
Compound Adjustment %	0%	-5%	0%	0%	-15%	-5%	-5%	0%	0%
Indicated Value of Subject (\$/sq.ft.)	\$3.41	\$3.33	\$6.55	\$4.96	\$4.16	\$4.48	\$4.82	\$2.75	\$5.73
Qualitative adjustment (+/-)	+bank ht.	+bank ht.	-water frmtge.	-water frmtge.	-water frmtge.	-water frmtge.	-water frmtge.	-water frmtge.	-wtr frmtge, -bank ht.
Comparable weighting - cumulative = 100%	25%	25%	10%	5%	15%	10%	5%	5%	0%
Measures of Central Tendency									
Mean (unweighted)	\$4.33								
Mean (weighted)	\$3.93								
Median	\$4.48								
Concluded Land Value									
Site size - sq.ft.	40,007								
Value - \$/sq.ft.	\$3.80								



Land Value Conclusion

Unadjusted the comparables indicate a diverse range in value for the uplands lot from \$2.62 to \$8.49/sq.ft. Following adjustment the range narrows to \$2.75 to \$5.73/sq.ft. Except for the value indication from the sale of C3 the current listings of C3a and 7 indicate at the higher end of value at \$4.96 and \$5.73/sq.ft. This is not surprising since listings typically indicate toward the upper range of value, prior to buyer seller negotiations. Excluding C3 and C6, with the highest and lowest indicated values of the sale comparable, the other sales indicate a much closer range of \$3.33 to \$4.62/sq.ft.

The following graph identifies the comparables' unadjusted price, the indicated (adjusted) value and the trend line of the adjusted value.



As part of the value reconciliation each of the comparables is weighted based on its similarity to the subject uplands, date of sale, etc. The highest weighting is given to C1 and C2 since they are the most recent vacant lot sales and have the most similar erosion issues to the subject. Although the oldest sale C4 is given the next highest ranking because of its commercial/industrial zoning classification. Less weight is given to the current listing of C3a and the sales of C5a and 6 since they include some buildings for which a contributory Market Value had to be estimated/deducted. No consideration is given to C7 due to its physical features and higher listing price.



With the individual weightings applied the **Measures of Central Tendency** in the lower left corner of the adjustment grid report the mean, weighted mean and median value per square foot for the subject.

In the final value analysis consideration is given to the weighted mean from the Measures of Central Tendency and qualitative adjustments also required. As step 1 in the valuation of the subject tidelands the **Market Value of the adjacent uplands lot is concluded at \$3.80 per square foot.**

The Market Value is concluded subject to the Extraordinary Assumption and Hypothetical Conditions, listed in the Summary and Appraisal Assignment sections.

**Tidelands:
Uplands Ratio**

The second step in the valuation of the subject tidelands is the application of a tidelands:uplands value ratio.

Overview

Deriving a tidelands:uplands value ratio from actual sales of tidelands is difficult because:

- most tidelands are publicly owned and are leased rather than sold, and
- privately owned tidelands normally sell with the adjacent uplands (often including improvements) as a total "parcel" and sellers/buyers often do not assign a specific price allocation to the tidelands vs. uplands.

Private Tidelands Transactions on the Kenai Peninsula

In Kenai in August 2001 USS 257 containing 2.78 acres sold for \$2,200 cash, \$.02/sq.ft. The tract consists of predominately tidelands and submerged land at the mouth of the Kenai River which is subject to tidal fluctuation in Cook Inlet. The buyer was an out-of-state resident who could not be contacted for comments concerning his motivation for purchase. The selling real estate office commented at that time this transaction was a "novelty" purchase. The 2001 listing of a 1.94+/- acre riverfront tract northeast about 500 feet provides the best comparison for deriving a tidelands:uplands value ratio to the US Survey lot purchase. The \$.77/square foot listing price indicates a tidelands:uplands value ratio at only 3% (R) ($$.02 \div .77$).

The only privately owned tidelands in Homer are two tracts located at the tip of the Homer Spit. In October 1990 FDIC sold a .64 acre tidelands lot and adjoining 4.75 acres of uplands to the owners of the adjacent Land's End Resort. At that time the sellers allocated the tidelands value at \$.40/sf which indicates a tidelands ratio at 22%+/- of the uplands (\$.40:1.80/sf). The buyers developed an RV park on the uplands. Land's End had previously acquired the adjacent tidelands tract when purchasing



the hotel with no separate allocation reported for the tidelands. Both tidelands lots remain undeveloped to date.

In January 2005 the former Cherrier & King processing plant on the banks of the Kenai River in Kenai sold. According to the Kenai Peninsula Borough Assessing Department the buyer reported a "purchase price" of \$36,390 for the 2.95 acres of privately owned tidelands adjacent to the plant with 16.5 acres of uplands. The price allocation then reflects a value of \$12,300/acre (R) for the tidelands.

To establish a basis of comparison the reported tidelands allocation is compared to the capitalized land value of two adjoining 3.2 acre and 3.3 acre riverfront tracts that have long-term leases from a private owner and are developed with fish processing facilities. Although the lots reportedly had not been revalued for a number of years the 2005 annual rents capitalized at an 8% lease rate indicate riverfront lot values at \$65,000 and \$57,000/acre (R). Comparing both of these land values to the reported per acre purchase price of the tidelands indicates tideland:upland ratios at 19% ($\$12,300 \div \$65,000/\text{acre}$) and 22% ($\$12,300 \div \$57,000/\text{acre}$).

Private Tidelands Transactions in Southeast Alaska

Recently a MAI appraiser in Southeast Alaska provided background data concerning an analysis of tideland/upland ratios he had developed in 2011 for six purchases of waterfront tracts in Southeast Alaska that were comprised of both uplands and tidelands. The price allocations between the tidelands and uplands indicated tideland:upland ratios ranging from 12.1% to 31.1%. Five of the ratios were within a close range of 22.8% to 31.1%.

Other Allocation Ratios

In May 2003 Brandon Simpson, an Appraiser with the State of Alaska, Department of Natural Resources in Anchorage prepared a study of tidelands:uplands value ratios from an examination of 44 transactions within the State's appraisal data bank. The appraiser is unaware of a more recent study/report. Simpson reports fifteen of the ratios were from appraisals prepared of State-owned tidelands by independent fee appraisers statewide. All but four of the ratios concluded in these appraisals ranged between 23-25%. Three were concluded between 12-15% and the other at 86% because the tidelands had been mostly filled.

The remaining 29 ratios in the study were based on tidelands/uplands ratios reported on comparable sale data sheets that had been used in appraisals prepared for the State within the previous 15+/- years. A breakdown of the tidelands:uplands value ratios reported by Simpson from the sales data is:

<10%	10-20%	20-25%	25-30%	>30%
1	8	11	1	8



It is unknown how many of the reported ratios were specifically allocated by a seller or buyer, or based on an analysis of the sale by the appraiser who was using it as a comparable in the appraisal.

The City of Kenai leases three tidelands lots in the Kenai River to owners of seafood processing facilities who have constructed docks on-site. In the most recent revaluation of the lots by Derry & Associates the tidelands:uplands value ratio was concluded at 25%. Those leases are continuing under those terms.

Conclusion of Tidelands: Uplands Ratio

Considering the range of ratios indicated by the older State of Alaska study and the few private transactions available statewide, but also taking into consideration the limited demand for tideland lots within the Homer city center, a tidelands ratio at 20% of uplands value is concluded and applied to the subject uplands land value.

Conclusion of Tidelands Value

The Market Value of the subject tidelands then develops as follows:

$$\$3.80/\text{sf (uplands value)} \times .20 \text{ (tidelands:uplands ratio)} \times 10,324\text{sf (subject size)} = \$7,846.$$

Rounded to: \$7,850

Market Lease Rate

The final step in estimating the current Market Rent of the subject tidelands is conclusion and application of a Market Lease Rate. In some cases the lease or capitalization rate is determined by the appraiser and in others it is established by a municipality governing body (City Council, Assembly, etc.) or company Board of Directors.

This section is included to report and summarize prevailing land lease rates with a specific rate concluded for the subject. The previous Market Value conclusion will be multiplied by the lease rate to determine the subject's annual Market Rent conclusion.

Lease Rate Survey

The following table reports the results of a current land lease rate survey of entities active in leasing land on the Kenai Peninsula and South Central Alaska.

<u>Leasing Entity</u>	<u>Lease Rate</u>
City of Kenai	6% & 8%
City of Seward	8%
City of Soldotna	8% (new leases)
Alaska Railroad	8 – 10%
Port of Anchorage	8,9%
Mat-Su Borough	8 & 10%
City of Wasilla	7 – 8%
City of Palmer	8%



**Lease Rate
Comparison**

In recent years the public sector land lease rates have predominately been concluded at 8%; primarily based on an appraisal rather than a lease rate percentage set by policy.

The **City of Kenai** originally owned most of the city center located north of the Kenai Spur Highway. The lands were acquired from the FAA around the Kenai Airport. The City had consistently charged a 6% land lease rate prior to the 2006 enactment of changes to the Kenai Airport land leasing policies. That lower rate was set by city code and generally considered an incentive rate to spur development within the city center. With the change to city code in 2006 the annual rents are to be established based on Market Value and application of a market lease rate (%); both determined by an appraisal. Most recently in 2006 and 2010 that rate was concluded at 8%. The next city-wide appraisal of leased lots is scheduled for 2015.

The **City of Seward** land rental rate is set by City policy. The lease rate has been 8% since at least 2005. Seward's land leases are primarily surrounding the Seward boat harbor and eleven others are east of the harbor in the Seward Marine Industrial Park. The leased lots are revalued every five years; next due in 2015.

The **City of Soldotna** leased land consists almost exclusively of varied size lots at the Soldotna Municipal Airport. The city had utilized a 7% lease rate until July 2002 when they rolled back the rate to 6%. Annual rent then was based on a five-year revaluation by appraisal. In 2002 the lands had not been valued for 10 years. The reduction in lease rate at that time was to provide relief to lessees who were faced with a higher than typical rent increase. Since 2010 the rental policy has been modified to a flat 2.5% increase in rent per year without a scheduled revaluation. City policy states that new lot leases not having been assigned a pre-existing annual rent are subject to valuation and application of an 8% lease rate.

The **Alaska Railroad** establishes their lease rate based on a commissioned market lease rate study with a rate subsequently set by the Board of Directors. The commercial lease rate for most of their lands has consistently been at 8%. The exception is for lands within the Ship Creek industrial area in Anchorage which leases at the higher 10% rate considering higher density uses, surrounding infrastructure, etc.

Personnel from the **Port of Anchorage** advised their land leases have typically been at 8% based on an appraisal. However, their most recent lease valued in October 2013 was assigned a lease rate at 9% due to the amenities available in the Port area. Anchorage Municipal Code establishes the annual rent is based on an appraisal at Market Value and a lease rate determined by the appraiser. Properties are revalued every five years.

The **Mat-Su Borough** leases land at Port MacKenzie at 10% of "Fair Market Value" determined by an appraisal. Other land leases are normally at 8%. According to Borough personnel the higher rate at the port is due to the additional infrastructure available there which includes



the dock, road and railroad spur under construction with anticipated completion in 2017.

The Matanuska-Susitna communities of **Wasilla** and **Palmer** both utilize lease rates in the 7-8% range with a predominate lease rate at 8%.

The **City of Homer** annual Market Rents are established by appraisal based on the Market Rent, determined by an appraiser. In practice the appraisals establish Market Rent on a rent per square foot basis (\$/sf) rather than a percentage of fee land value. The City's lands are all located on the Homer Spit with no land sales to provide a basis for developing a fee simple land value and application of a market lease rate. City code establishes an annual rent readjustment each January based on the annual change in the Anchorage CPI and revaluation of the lots every five years.

**Lease Rate
Conclusion**

In recent years an 8% land lease rate has commonly been charged **except for those properties having a higher than typical intensity or cost of surrounding infrastructure** (ie. railroad spur, dock, etc.) or potentially limited availability of land. The higher rates (10%) are clearly an exception and apply only to higher density locations. Entities that have leased at the lower rates have normally done so as an economic incentive or in some cases to pacify lessees.

Considering then the prevailing lease rates identified from the survey, coupled with the local conditions to date, a **market land lease rate is concluded at:**

8%

**Market Rent
Conclusion**

Based then on the previous Market Value conclusion for the tidelands lot and 8% lease rate the estimated annual **Market Rent of the subject tidelands is concluded** as follows:

\$7,850 (Market Value) x .08 (lease rate) = \$628/year



Certification

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Julie A. Derry has completed the Standards and Ethics Education Requirements as a Practicing Affiliate of the Appraisal Institute.


Julie A. Derry

October 29, 2014



Qualifications of the Appraiser Julie A. Derry

◆ Experience

Real Estate Appraiser, Derry & Associates, Inc. 1984 to present.
Home Office: Homer 1978 – 2003; Kenai 2003 – current.
Research Assistant/Office Manager, Derry & Associates, 1978 to 1984.
Secretary, Hillas Appraisal Company, Homer, 1976 to 1978.

◆ Education

University of Alaska, additional year to obtain teaching certificate.
Oregon State University, Bachelor of Science degree, Home Economics.

Valuation of Conservation Easements, Appraisal Institute (AI), Tallahassee, FL, 2008.

Business Practices and Ethics, AI, Anchorage, AK, 2006.

Standards of Professional Practice, Part C, AI, Anchorage, 2000.

Report Writing & Valuation Analysis, AI, Anchorage, 1992.

Standards of Professional Practice, Parts A & B, AI, Anchorage, 1991.

Capitalization Theory & Techniques, Parts A & B, American Institute of Real Estate Appraisers (AIREA), San Diego, CA, 1988.

Basic Valuation Procedures, AIREA, San Diego, CA, 1985.

Real Estate Appraisal Principles, AIREA, San Diego, CA 1985.

Appraisal Seminars

USPAP Update, AI, 2014; Subdivision Valuation, AI, 2013; Practical Regression Using Microsoft Excel, AI, 2013; USPAP Update, AI, 2012; USPAP Update, AI 2011; Uniform Appraisal Standards for Federal Land Acquisitions, AI, 2009; Business Practices and Ethics, AI, 2009; USPAP Update, AI, 2009; Subdivision Valuation, AI, 2008; Cool Tools: New Technology for Real Estate Appraisers, AI, 2007; USPAP Update, AI, 2007; Case Studies in Commercial Highest & Best Use, AI, 2007; USPAP Update, AI, 2005; Rates and Ratios, AI, 2005; Uniform Appraisal Standards for Federal Land Acquisitions, ASFMRA, 2005; Subdivision Analysis, AI, 2004; The Road Less Traveled: Special Purpose Properties, AI 2004; Scope of Work: Expanding Your Range of Services, AI, 2003; Land Valuation Adjustment Procedures and Land Valuation Assignments Workshops, AI, 2002; Intro to Statistics & Supporting Adjustments, AI, 2002; Partial Interest Valuation – Divided, and Partial Interest Valuation – Undivided, AI, 2001; Easements, AK State Professional Land Surveyors, 1999; Eminent Domain & Condemnation Appraising, AI, 1999; Public Interest Value vs. Market Value, AI, 1999; Valuation of Detrimental Conditions in Real Estate, AI, 1999; Appraisal of Nonconforming Uses, AI, 1999; Special-Purpose Properties: The Challenges of Real Estate Appraising in Limited Markets, AI, 1999; The Internet and



Appraising, AI, 1997; Appraisal of Retail Properties, AI, 1996; Dynamics of Office Building Valuation, AI, 1996; The Appraiser as Expert Witness, AI, 1995; Appraisal Practice for Litigation, AI, 1995; Understanding Limited Appraisals & Appraisal Reporting Options: General, AI, 1994; Feasibility Analysis and Highest & Best Use, AI, 1992; General State Certification Review Seminar, AI, 1991; Cash Equivalency and Rates, Ratios and Reasonableness, AIREA, 1988; The Basic Use of the Marshall Valuation Service: Calculator Method, and The Basic Use and Understanding of the Residential Cost Handbook, Marshall & Swift, 1985.

◆ **Business and Professional**

Practicing Affiliate, Appraisal Institute

Licensed "General Real Estate Appraiser"; Board of Certified Real Estate

Appraisers, State of Alaska, Certification No. 88. State Continuing Education Requirements valid to 6/30/15 (28 hours every 2 years).

Qualified as an Expert Witness, District Court, Third Judicial District, State of Alaska.

Affiliate Member, Kachemak and Kenai Peninsula Boards of Realtors

◆ **Typical Appraisal Clientele**

The Conservation Fund

The Nature Conservancy of Alaska

Alaska Mental Health Trust Land Office

The Trust for Public Land

U.S. Fish & Wildlife Service

State of Alaska, Department of Natural Resources

State of Alaska, Division of Parks

State of Alaska, Department of Commerce & Economic Development

Exxon Valdez Oil Spill Trustee Council

Federal Aviation Administration

City of Homer

City of Kenai

City of Soldotna

Kenai Peninsula Borough

University of Alaska

Bureau of Indian Affairs

Cook Inlet Region, Inc.

Cook Inlet Aquaculture Association

ARCO Alaska, Inc.

Safeway, Inc.

National Bank of Alaska/Wells Fargo Bank Alaska

First National Bank Alaska

KeyBank

Alaska USA Federal Credit Union

Bank of America

Various individuals, attorneys and companies



ADDENDA

Appraisal Specific Definitions

Market Value (per State of Alaska “General Appraisal Requirements”)

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress. ¹

Appraisal Reporting Format

Contents of the **Appraisal Report**:

The Appraisal Report should contain a summary of all information significant to the solution of the appraisal problem. “Summarize” is the distinguishing term related to the Appraisal Report. ²

This report, as prepared, complies with the reporting rules for an Appraisal Report, set forth as Standards Rules 2-2(a) (i)-(xii), Uniform Standards of Professional Appraisal Practice (USPAP), 2014-2015 Edition, Appraisal Standards Board. The essential difference between the reporting options is the level of detail of presentation in the report. Supporting documentation/analysis not presented in this report is retained in the appraisers’ work file.

Extraordinary Assumption³

An assumption, directly related to a specific assignment, which, if found to be false, could alter the appraisers’ opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis. An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions;
- The appraisers have a reasonable basis for the extraordinary assumption;
- Use of the extraordinary assumption results in a credible analysis; and
- The appraisers comply with the disclosure requirements set forth in USPAP for extraordinary assumptions.

Note: The use of extraordinary assumptions in this assignment might have affected the assignment results.

¹ The Appraisal of Real Estate, Thirteenth Edition, Appraisal Institute, 2008, page 23.

² Uniform Standards of Professional Appraisal Practice (USPAP), 2014-2015 Edition, Appraisal Standards Board, pgs. U-22-U-24.

³ The Dictionary of Real Estate Appraisal, pg. 73 and USPAP pgs. U3 & U18.

Hypothetical Condition¹

That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraisers comply with the disclosure requirements set forth in USPAP for hypothetical conditions.

Note: The use of hypothetical conditions in this assignment might have affected the assignment results.

Exposure Time²

1. The time a property remains on the market.
2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.³

In other words, exposure time occurs **before** the effective date of the appraisal, whereas marketing time occurs **after** the effective date.⁴

¹ The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute, Chicago 2010, pg. 97 and Uniform Standards of Professional Appraisal Practice (USPAP), 2014-2015 Edition, Appraisal Standards Board, pgs. U-3 & U-18.

² The Dictionary of Real Estate Appraisal, pg. 73.

³ Ibid. pg. 121.

⁴ USPAP, 2014-2015, pg. F-76.

CITY OF HOMER
LEASE APPLICATION CHECKLIST

Applicant Name: Northern Enterprises Boat Yard Inc.

Synopsis: The applicant is requesting a 20 year lease with two five-year extensions for 60 square feet of tidelands located across from their private property on City parcel ATS 612. As stated in the application, the purpose of the proposal is "to construct a dock pier capable of supporting a travel lift station that can haul out large vessels. This requested portion of City tidelands is needed in order to obtain the increase of required tidelands from the State of Alaska, Department of Natural Resources." Also stated in the application, "Our request with the State of Alaska Department of Natural Resources for expanding our existing tidelands lease to encompass the expansion is also contingent on us getting the approval from the City of Homer for the lease of the 60 square feet of tidelands."

Action:

- Lease approval.
- Lease approval with conditions. Explain. *per harbor master recommendations*
- Lease denial. Explain.
- Lease application incomplete.

Rick Abboud *3/15/19*
 Rick Abboud, Acting City Manager Date

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
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NOTES: The completed application was received March 13, 2019.

2. Any applicable fees.

YES	NO	N/A	INCOMPLETE
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NOTES: Application fees were sent to the City March 11th, 2019.

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
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NOTES: Please see application.

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
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NOTES: Please see application. The applicant requests that if other necessary governmental permits/leases are not received, their lease agreement with the City, along with any identified development, would be terminated at no penalty.

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
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NOTES: Please see attached survey provided by Gary Nelson. Engineer's drawings of the improvements will be made available by the second reading of the ordinance if needed.

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
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NOTES: The City Manager is requesting a non-competitive lease exempt from City appraisal and fair market value requirements for a section of tidelands previously not identified in the Land Allocation Plan. Please see March 15th, 2019 memo from Harbormaster Hawkins.

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 - Received March 13th, 2019
- Plot Plan - Received March 13th, 2019
- Development Plan - Received March 13th, 2019
- Insurance - - Received March 8th, 2019
- Proposed Subleases - N/A
- Health Requirements (DEC)- N/A
- Agency approvals and permits- Applicant states that DNR approval for this project is contingent on applicant receiving a favorable recommendation from City Council to approve the lease; Division of Habitat has approved their request on Feb. 12, 2019
- Financial Information- Applicant has demonstrated their financial stability in the application narrative
- Corporation information and a copy of the Articles of Incorporation and Bylaws- Received March 8th, 2019
- Certificate of good standing issued by the entity's state if domicile- Received March 13th, 2019
- Appropriate References- Received March 8th, 2019

8. Any other information required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
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NOTES: Applicant has petitioned the City for this lease. After reviewing the applicant's proposal, Port and Harbor Director/Harbormaster Hawkins forwarded a positive recommendation through the City Manager in support of this proposal as documented in his March 15th, 2019 memo.



Lease Application/ Assignment Form

Directions:

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	Kenneth D. and Roseleen L. Moore
Business Name:	Northern Enterprises Boat Yard, Inc.
Social Security Number:	EIN: 92-0146551
Email Address:	kshores@ptialaska.net
Mailing Address	5140 Kachemak Drive
City, State, ZIP code:	Homer, AK, 99603
Business Telephone No.	907-235-8234
Representative's Name:	Carol Grace
Mailing Address:	51030 East End Road
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.	907-235-8234
Property Location:	5070 Kachemak Drive, Homer, AK 99603
Legal Description :	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 TIELANDS VESTED TO THE STATE OF ALASKA AND EXCEPT TR A HOMER SPIT SUB NO TWO (HM910003)
Type of Business to be placed on property:	Northern Enterprises Boat Yard, Inc. wishes to lease 60 square feet of City tidelands in order to construct a dock pier capable of supporting a travelift station that can haul out large vessels. This requested portion of City tidelands is needed in order to obtain the increase of required tidelands from the State of Alaska, Department of Natural Resources.
Duration of Lease requested:	20 year lease with for 2 five year extensions
Options to re-new:	Yes

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan	<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)</p> <p><input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</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</p>																		
2.	Development Plan	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th data-bbox="500 663 755 695"><u>Dates</u></th> <th data-bbox="755 663 1430 695"><u>Tasks</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="500 695 755 737"><u>May-June 2019</u></td> <td data-bbox="755 695 1430 737"><u>Paperwork to bank</u></td> </tr> <tr> <td data-bbox="500 768 755 810"><u>June 15, 2019</u></td> <td data-bbox="755 768 1430 810"><u>Sign contract with construction company for dock</u></td> </tr> <tr> <td data-bbox="500 831 755 873"><u>Aug – Nov 2019</u></td> <td data-bbox="755 831 1430 873"><u>Dock construction</u></td> </tr> <tr> <td data-bbox="500 894 755 936"><u>Jan 2020</u></td> <td data-bbox="755 894 1430 936"><u>Travelift arrives</u></td> </tr> <tr> <td data-bbox="500 978 755 999">_____</td> <td data-bbox="755 978 1430 999">_____</td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th data-bbox="500 1052 938 1083">Building Use</th> <th data-bbox="938 1052 1455 1083">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td data-bbox="500 1104 938 1146">_____</td> <td data-bbox="938 1104 1455 1146">_____</td> </tr> <tr> <td data-bbox="500 1146 938 1178">_____</td> <td data-bbox="938 1146 1455 1178">_____</td> </tr> </tbody> </table>	<u>Dates</u>	<u>Tasks</u>	<u>May-June 2019</u>	<u>Paperwork to bank</u>	<u>June 15, 2019</u>	<u>Sign contract with construction company for dock</u>	<u>Aug – Nov 2019</u>	<u>Dock construction</u>	<u>Jan 2020</u>	<u>Travelift arrives</u>	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____
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Building Use	Dimensions and square footage																			
_____	_____																			
_____	_____																			
3.	Insurance	<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 N/A	<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 N/A	<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	<input checked="" type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees	<u>All applicable fees must be submitted prior to the public meeting preparation.</u> <input checked="" type="checkbox"/> Application fee - \$30.00. Please make check payable to the City of Homer. <input checked="" type="checkbox"/> Lease fee - \$300.00. Please make check payable to the City of Homer.
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other - Please explain: _____ _____</p> <p><input type="checkbox"/> Financial Statement - <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u></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 you organization holding more than a 10% interest <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input 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	<input type="checkbox"/> If the applicant is a partnership, please provide the following: Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																														
10.	Corporation Statement	<input checked="" type="checkbox"/> If the applicant is a corporation, please provide the following: Date of Incorporation: July 2, 1993 State of Incorporation: AK Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? July 2, 1993 Corporation is held? <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where is the stock traded? Officers & Principal Stockholders [10%+]: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Title</u></th> <th style="text-align: left;"><u>Address</u></th> <th style="text-align: left;"><u>Share</u></th> </tr> </thead> <tbody> <tr> <td>Kenneth D Moore</td> <td>President</td> <td>5140 Kachemak Drive, Homer AK 99603</td> <td>50%</td> </tr> <tr> <td>Roseleen L Moore</td> <td>Vice President</td> <td>5140 Kachemak Drive, Homer AK 99603</td> <td>50%</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <input checked="" type="checkbox"/> 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. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Title</u></th> </tr> </thead> <tbody> <tr> <td>Kenneth D. Moore</td> <td>President</td> </tr> <tr> <td>Roseleen L. Moore</td> <td>Vice President</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>	Kenneth D Moore	President	5140 Kachemak Drive, Homer AK 99603	50%	Roseleen L Moore	Vice President	5140 Kachemak Drive, Homer AK 99603	50%									<u>Name</u>	<u>Title</u>	Kenneth D. Moore	President	Roseleen L. Moore	Vice President				
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Roseleen L. Moore	Vice President																															

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: Erik Niebuhr
Firm: First National Bank of Alaska
Title: Vice President Branch Manager
Address: 3655 Heath Street, Homer, AK 99603
Telephone: 235-5800
Nature of business association with Applicant: Banking

Name: Cinda Martin
Firm: Wells Fargo Bank
Title: Business Relationship Manager
Address: 88 Sterling Hwy, Homer AK 99603
Telephone: 235-8151
Nature of business association with Applicant: Banking

Name: Eric Sloth
Firm: Homer Marine LLC
Title: Owner
Address: 5075 Kachemak Drive, Homer AK 99603
Telephone: 435-7881
Nature of business association with Applicant: Eric has been a tenant of ours for over 20 years, he has repaired and built vessels in our yard over the years.

Name: Allen Engerbretsen
Firm: Bay Welding Services Inc.
Title: President
Address: PO Box 534, Homer AK 99603
Telephone: 235-5103
Nature of business association with Applicant: Ken Moore and Allen Engerbretsen have known each other for 40 years. In the past few years we have launched 4-5 boats they have built, they also have worked in our yard on numerous vessels doing repairs or larger projects.

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:

Carol Heav
Corporate Secretary

Date:

March 13, 2019

3: Insurance: We have attached a certificate of our insurance. We will add the City of Homer once we receive notice of confirmation of the approval of the tideland lease.

4: N/A

5: N/A

6: Agency Approval: We have submitted the River Center packet with the approval from ADFG Division of Habitat. We have submitted and have commenced the necessary process with the Corp of Engineers. We are also working with the DNR. The approval from the DNR is on hold until we receive proof of an agreement with the City of Homer pertaining to its portion of the tideland that we are requesting to lease.

Letter to the City of Homer

Northern Enterprises boat yard Inc. lifted its first boat from the water in 1981. Our location is 5140 Kachemak Dr. Homer, Alaska. 99603 (geographical location Map enclosed)

Our land mass is about 35 acres. We have 20 buildings of various shapes and sizes, including one building we can drive a 75-ton travel lift, with a 58-foot boat, mast and all into. Then another building, 60 feet wide by 204 feet long, sectioned into 8 bays to build and repair vessels. All together we have 36 bays or shops of various sizes that we use ourselves, and rent out to boat owners, boat builders and repair companies. Our equipment includes 1 -70-ton travel lift, 2- 75 metric ton travel lifts, 2 -15-ton hydraulic cranes, 2- Large front-end loaders with forks and snow removing equipment, 2- 4,000-gallon water tanker trucks, with pressure washers, firefighting and water supply equipment, 1-5,000 lb. rough ground fork lift, 1- Mobil manlift, 1- skid steer with bucket and forks, 2- 450 John Deere dozers w/ back hoe, and several hydraulic trailers for moving boats in and out of buildings.

Over the years we have had several hundred new boats built in our yard. Many built in buildings and some in make shift sheds when the buildings are full. For the most part the largest have been 58 by 20 feet wide. Due to the fact that 20 feet wide is just about the largest we can get through our dock to water. With the inside of the dock being 21 feet 11 inches, and with the blocks and spreader bars on the lift, outside the 20-foot-wide vessel, it's a very careful slow operation going through the dock.

Our next-door neighbor is a business named Bay Welding boats Inc., also a fisherman started and owned business. They build aluminum vessels, in fact they celebrated the building of their 200th vessel this spring. They depend upon us to launch their larger boats. It's just been 3 years ago that they built a 660-foot road to the back of our premises. Since then we have launched 5 boats for them all new build, aluminum. A 54 long by 20 wide, a 64 long by 20 wide, two 53 by 20 wide catamarans, a 44 long by 16 wide and it sounds like there is another catamaran for this spring. Notice all the big ones are 20 feet wide. Probably, some of them would have been somewhat wider, if our dock fingers were wider. At present they are building 15 smaller boats also.



This is what our yard looked like as of January 2018.

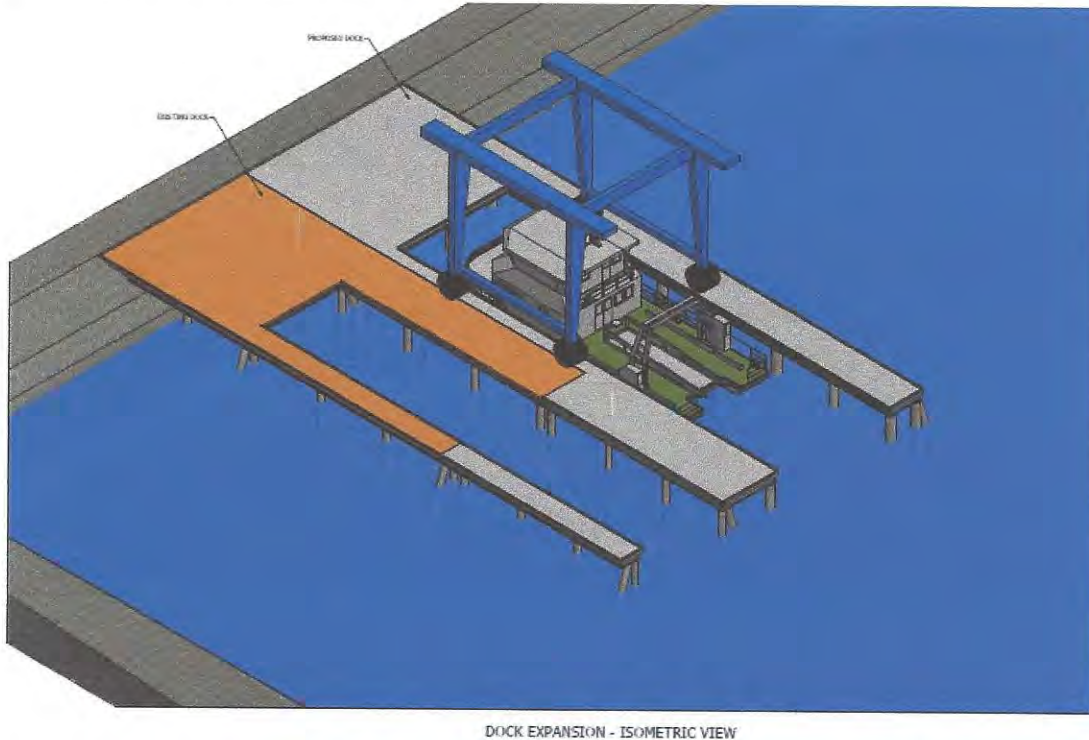
So far this winter there are 72 boats in various stages of repair work. Most of the big jobs are well under way or a few finished. Almost all vessels go fishing, so it will be mostly smaller jobs to be started now, but we still have a list to get into buildings. One new 46-footer presently being built and 6 new vessels under 40 feet new build, will be completed by spring.

Over the last 5 years, Boats over 40 feet, 1,307 repair jobs. I'm sure we missed a few. A lot of lengthening seiners that aren't 58 foot, along with that usually comes a repower, deck, bulkheads and under water gear.

13 vessels new build over 40 feet in length, in the last 5 years.

Boats under 40 feet long, 29 repair jobs, and 30 new build

If We put in a 150 metric ton travel lift, that would double our capacity to lift and launch vessels. To accommodate the lift, we will also be investing in a, present dock, extension to deeper water and adding the new travel lift dock onto the side of it. Drawing of the proposed dock below.



The brown is the existing dock we have been using for 38 years. The Gray is the new addition.

This 150 mt. ton Travelift will not replace any of the other 3- 75-ton travel lifts we own. We can do our normal smaller boat business with 2 travel lifts, however, we cannot handle the volume of launches and lifts with one lift, should one brake down and we are more responsive for our customers convince with all 3 boat lifts operating. The customer is everything.

We have been in operation 38 years and the boats, both commercial and sports have gotten larger and larger. Commercial seiners are nearly all, over 50 feet now, and many are 58 feet long and due to 58 foot being the legal limit length a seiner can be, they are getting wider and wider, to make them haul more, to work better for other fisheries. Our dock and lift size will allow us to lift boats up to 20 feet wide and 150,000 pounds. Many boats are being built that are over 20 feet wide, even in the 58 footers. For some years we have been sending away. Boats that are the right size for our lift, but are too heavy or too wide. Some leave and come back with less fuel, Pull the mast and booms off, just lighten the vessel any way they can. Some vessels come back 3 or 4 times trying to get below our machines (travel lift) alarm weight. However there just isn't much we can do for too wide. If it won't fit through the piling or up through the

dock, there is not much to say. This also has happened many times. We lift a boat that is marginable by weight. The boat is repaired and refitted and in so doing it gains considerable weight. We get it back in the water and have to tell the owner, "Don't bring it back here, because we can't lift it out again". That's not convenience for the boat owner and it certainly isn't good for the ship yard.

We also get vessels that are 70 or 80 feet in Length and we can lift them weight wise and width wise, however balance becomes difficult due to length of our present dock fingers, so extending our present dock fingers out 50 feet will be of great benefit. Gaining a couple feet more water will also give us more operating time.

The Homer fishing fleet has grown in every aspect. In 1981 our dock and at that time the one 60-ton travel-lift took care of most of the harbor full of boats. Now there are many boats that are too wide, too Long and too heavy. We are tidal and our water depth limits us to about a maximum 10-foot draft vessel, so there isn't a lot of reason to go bigger than a 150 metric ton travel lift. So, our plan is a 150-metric ton (165 ton or 330,000 lb.) travel lift 34 feet wide inside.

The extension on the old dock would make us more efficient in many ways. We would no longer have to dig away the sand that has been building up the last 20 years. We have a permit and keep a bulldozer standing by to, a few times a year, push some sand toward the Spit (the direction it is all going anyway) to get depth back for long boats or when we have small tides.

By extending the dock fingers, we would also gain a couple feet of water, which is actually a big thing. It would give us the length to better deal with the longer boats and not have to back them in or juggle them around trying to get a proper balance.

The extension will also be part of the finger for the bigger lift and it has to have the length to get away from the beach and handle the longer boats.

The very wide 150 mt. lift, will lift a vessel up to 32 feet wide. Some 58-foot seiners are 28 feet wide these days. It will make it where, we no longer have to tell these medium size vessels that live in homer area, we just can't do it or to strip their boat, get rid of the fuel and we will try. These boat owners desperately need a way to get their vessels out of the water for repairs and storage.

The lift and dock expansion will increase our lifting capacity to double and our lifting width by 12 feet. This opens a whole new field of vessels, that have much larger repair needs and no place to go for repairs, close by, at present.

It solves a very big problem for our local boat owners, and gives vessel owners from other areas another alternative, where there is better weather and a lot of repair talent.

It will make it possible for business such as Bay Welding, next door, to build and launch their, at present, too wide vessels, competitively, on a regular basis. They are presently building a commercial catamaran (Along with the 14 smaller boats) 74 by 25 feet wide. Five feet wider than our present dock can handle. For \$80,000 a 600-ton crane (the only one in the state) is going to come down 221 miles from Anchorage. Set up alongside of our dock, put their boat in the water and return to anchorage. Will it even be available when they finish their next big boat?

Bay weld has around 35 employees at present.

Northern Enterprises Boat Yard, Inc. has been leasing the tidelands adjacent to the 60 square feet of City of Homer Tidelands that we are requesting to lease for many years. Northern Enterprises Boat Yard has leased ADL #209326 Lot 5, .237 acres since the original dock was built back in 1981. Annual payments have been made to the State of Alaska Department of Natural Resources. Our last annual payment was made in June 2018 for \$628.00. Our request with the State of Alaska Department of Natural Resources for expanding our existing tidelands lease to encompass the expansion is also contingent on us getting the approval from the City of Homer for the to lease of the 60 square feet of tidelands. For further information one can contact Erik Niebuhr at First National Bank of Alaska and Cinda Martin at Wells Fargo Bank.

Northern Enterprises Boat Yard, Inc. is working with many other outside agencies. In addition, prior to the LESSEE's construction of the pier, LESSEE shall have the right to immediately terminate Agreement upon written notice to LESSOR if LESSEE deems the results of any of the studies, reports, financial backing, and/or Governmental Approvals to be unacceptable to the LESSEE in its sole discretion.

With the new lift, our efficiency will go up drastically because we will no longer have to juggle overly long boats to get balance, back in to the dock because of the weight in the stern or send them a way to takeoff weight. We do not charge for all the lifting tries that do not work. The vessel owner doesn't pay if not lifted.

This lift will not, just, benefit a one company, but an entire community, untold amount of support business, and more than a dozen small ship repair and building business.

It looks like There have been 1307 repair jobs done on vessels over 40 feet in our yard in the last 5 years, not to mention new builds and all the repairs on smaller boats.

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS &
 PROFESSIONAL LICENSING**

SOA / DCCED / CBPL / Search / Corporations

SEARCH CORPORATIONS DATABASE

Entity Number:

Current Only

Entity Name:

Starts With Contains

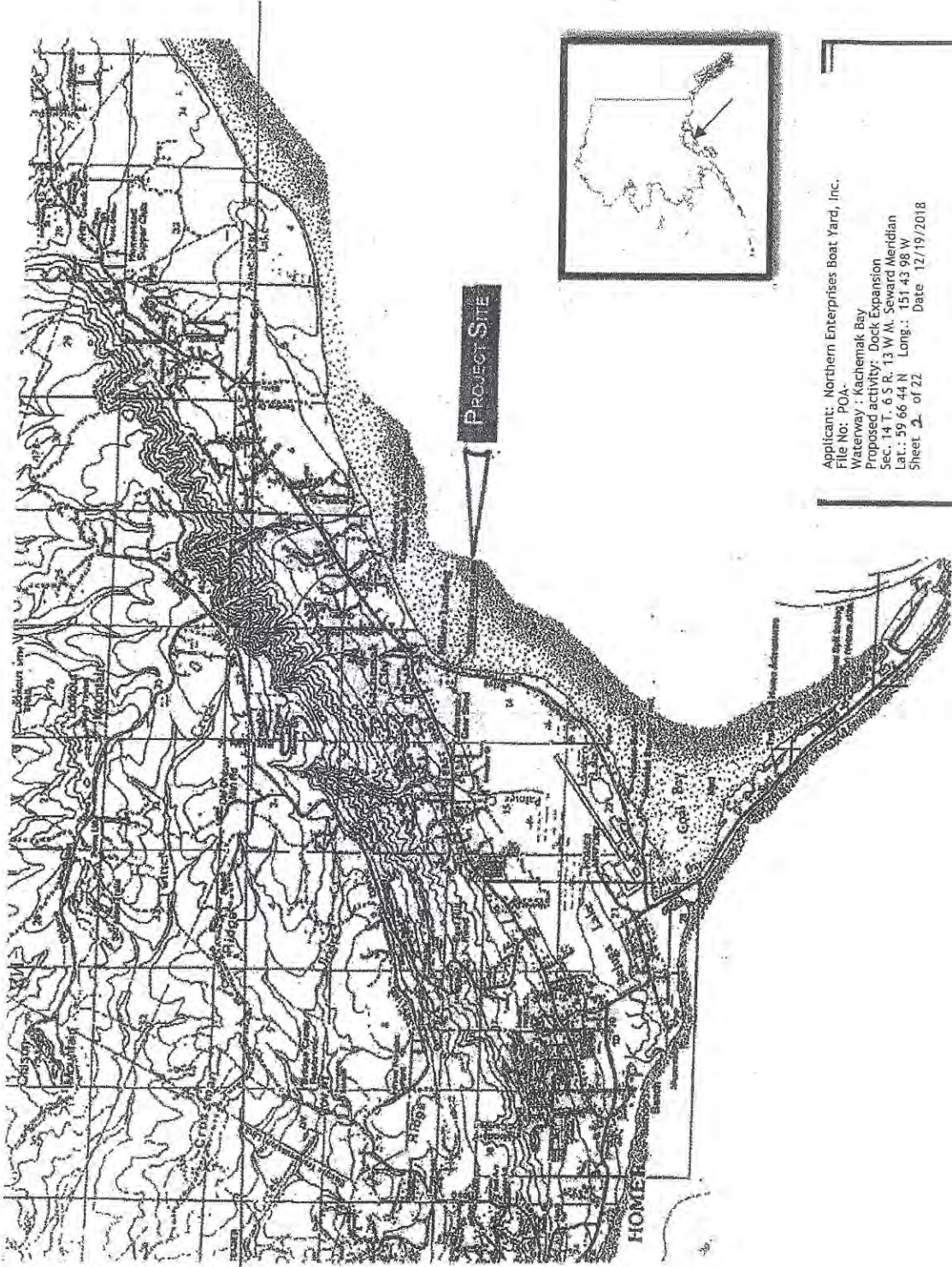
Search

Reset

Entity Type:	Business Corporation
Entity #:	51966D
Entity Name:	NORTHERN ENTERPRISES BOAT YARD, INC.
Name Type:	Legal Name
Status:	Good Standing

Page 1 ▼ of 1

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Applicant: Northern Enterprises Boat Yard, Inc.
 File No.: POA-
 Waterway: Kachemak Bay
 Proposed activity: Dock Expansion
 Sec.: 14 T. 6 S. R. 13 W. M. Seward Meridian
 Lat.: 59 66 44 N Long.: 151 43 98 W
 Sheet 2 of 22 Date 12/19/2018

STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES
 DIVISION OF MINING, LAND AND WATER

Northern Region
 3700 Airport Way
 Fairbanks, AK 99709
 (907) 451-2705

Southcentral Region
 550 W 7th Avenue, Ste 900C
 Anchorage, AK 99501-3577
 (907) 269-8552

Southeast Region
 400 Willoughby, #400
 Juneau, AK 99801
 (907) 465-3400

AGENCY REVIEW

This is notification that the Southcentral Regional Land Office (SCRO), Leasing Unit received an application to amend a current 30-year tideland lease in accordance with AS 38.05.075(c) to allow for the expansion and construction, as well as the continuing maintenance and use, of a pile dock and boat lift. The purpose of this notice is to gather input before a decision is made on this activity.

<u>Case #</u>	<u>Locations</u>	<u>Area Plan</u>
ADL 209326 Northern Enterprises Boat Yard, Incorporated	SE1/4 SW1/4 SE1/4 of Section 11 Township 6 South Range 13 West Seward Meridian Seward Meridian Kachemak Bay, Homer, Alaska	Kenai Area Plan Region 7 Management Unit 529 Region 7 General Use Tidelands Map 7C

Northern Enterprises Boat Yard, Incorporated has requested an amendment to their current lease for the expansion, construction, use and maintenance of a pile dock and boat lift.

On May 16, 1996, Ken Moore was granted 20 year tidelands lease to construct and operate a pile dock and boat lift in support of his boat yard located on private uplands. On June 10, 1999, the lease was amended to a 30-year term to allow the lessee to apply for an Alaska Industrial Development and Export Authority loan, which requires a longer term than the lease was originally issued for.

On February 11, 2019, SCRO received a request to amend the current lease to increase the acreage to allow the extension of the existing pile dock as well as construction of a new pile dock on the lot to the east.

After review and adjudication, SCRO may issue an authorization with stipulations for the activity. The activity may be modified during the review and adjudication process. SCRO reserves the right to determine the term and size of the lease.

You are invited to review the enclosed application materials and comment. Please direct written comments to John Cotenat at the address above or send via email to john.cotenas@alaska.gov, or by fax to (907) 269-8913 no later than **5:00PM on April 1, 2019**. You need not respond if you do not have any recommendations. The purpose of this notice is to gather input before a Preliminary Decision is made to ensure that issuance of the proposed land lease will be in the best interests of the State of Alaska.

If you have any questions, please call me at (907) 269-8479.

Sincerely,

John Cotenat
 Natural Resource Specialist II

Kenneth Moore and Roseleen Moore
And
Northern Enterprises Boat Yard, Inc.

Developmental Plan ADL

February 8, 2019

Kenneth Moore and Roseleen Moore and Northern Enterprises Boat Yard, Inc. proposes to increase its existing lease of .237 acres of Lot #5 to include the state owned 0.288 acres Lot #4 of tideland parcel on Kachemak Bay and the additional tideland to the south that we would encroach on for a dock expansion.

Homer is 200 miles South of Anchorage AK. The dock is located approximately 4 miles NE from Homer and 7 ½ miles NW from the Homer Harbor. This parcel is HM096003AK Tidelands Survey No 1234, Lot 4 or Lot 4 of Quad Map Section C-4, KPB parcel #17420120. The site is within Seward Meridian, T 6, R 13W, S 14 in the City of Homer. Its Latitude is 59.6646 N, Longitude is 151.4397 W.

The tideland we are discussing is basic sand, mud and some coal. It has a gradual shallow taper.

This site will serve to improve our existing dock by extending and adding a pier onto our existing dock which is located on HM 0960003AK Tidelands Survey No 1234 Lot 5 that we currently lease. The dock will continue to be used year-round and improvements will allow us a larger window for lifting and launching vessels as well as being able to lift larger, wider and longer vessels than we are currently able to. The improvement to the dock would allow us to lift more vessels in the 50' to 75' range with drafts from 3' to 8 ½'. This would be beneficial for the commercial fishermen, charter companies, tenders, barges and ferries, as it would provide them a location that they could haul their vessel out and have repairs done while on land.

Kenneth Moore and Roseleen Moore own all adjacent parcels to the currently leased tideland Lot #5 and proposed inclusion of lease Lot #4. Access during construction will be by barge and our existing dock and an upland access private drive that is 20' from the mean high-water line on KPB Parcel 17420119, Northern Enterprises No, Lot 2-A-1. The 50' easement is in place at this time. There is currently nothing on this lot the entire parcel and site below mean-high-water line is undisturbed and in its natural state. There will be no back fill or dredging on the site and no material from this site will be used in the building.

The site will be used for an extension of a new pier off our existing dock. There will be no structures, no fuel, no plumbing on this dock. Electricity is currently available on upland portion of our current dock. An emergency shed will be located on upland location near the docks. The shed contains fire extinguishers, a roll of absorb, absorbent pads, absorbent booms. A portable emergency unit will also be available. Bio-waste pump outs can be handled when on upland ground by another company located in Homer.

Pilings will be driven as displayed on exhibit A-1. There will be 25 – 24" dia x 0.375" x 60' and 17 – 18" dia x 0.375" x 60' pilings. No dolphins will be installed, and no jetties will be constructed.

The expansion and addition of another pier will not alter any activities of this area.

A visual inspection will be performed of all pilings every 6 months. Once a year x-ray gauging will be performed on the pilings.

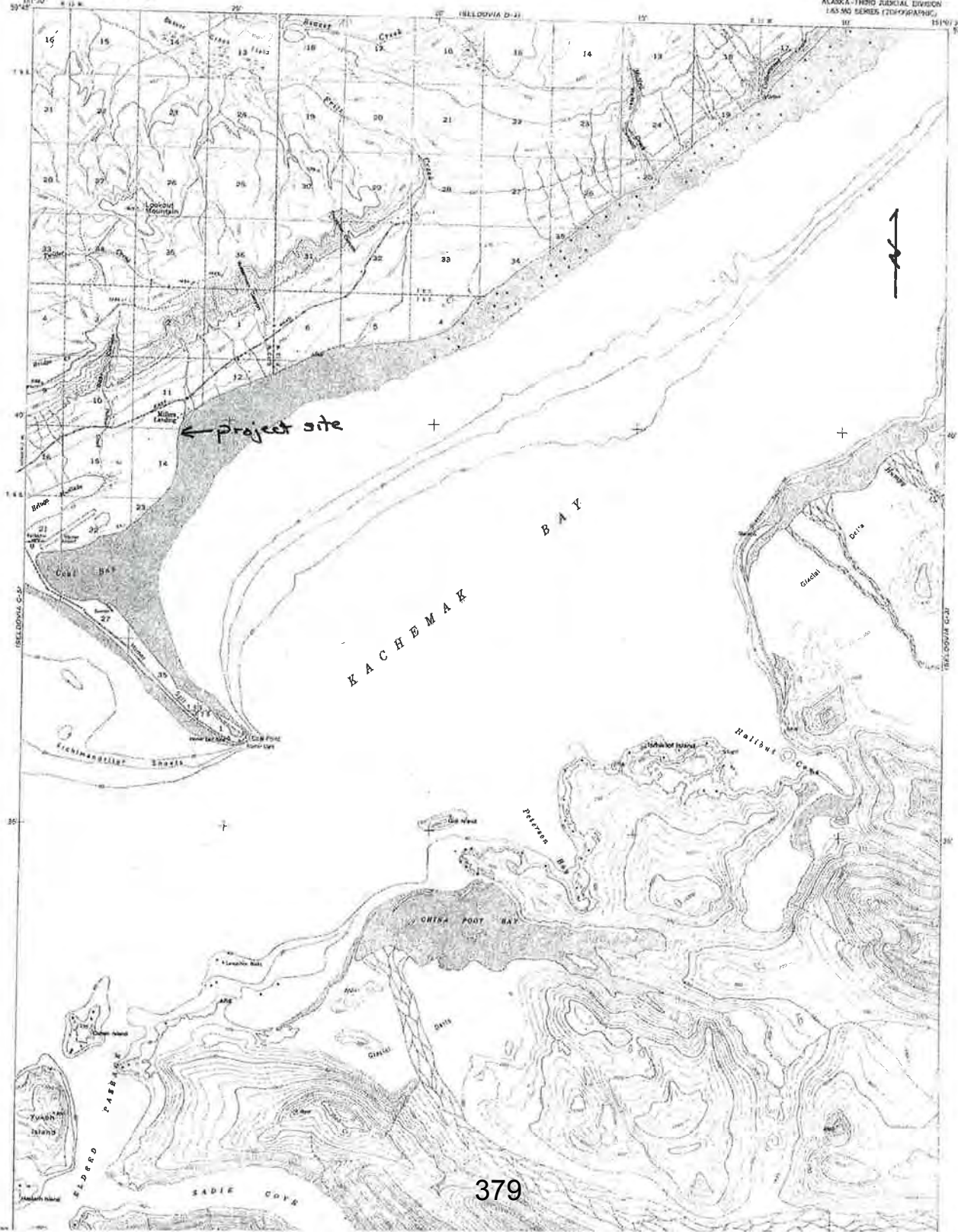
When the lease expires the docks will be removed from site and the area will be returned to a condition that the State agrees to.



CONTOUR INTERVAL 100 FEET
 DOTTED LINES REPRESENT POINT-TO-POINT CONTOURS
 EXCEPT AS SHOWN OTHERWISE
 DEPTH CURVES IN FEET DEPTH IN METER (LOWER) LOW WATER
 SYMBOLS IN SQUARES REPRESENT THE APPROXIMATE DATE OF SURVEY (SEE WATER
 SHEET FOR DETAILS OF SURVEY METHODS AND DATA)

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 GEOLOGICAL SURVEY

SELDOVIA (C-1) QUADRANGLE
 ALASKA - THIRD EDITION
 1:63,360 SERIES (TOPOGRAPHIC)

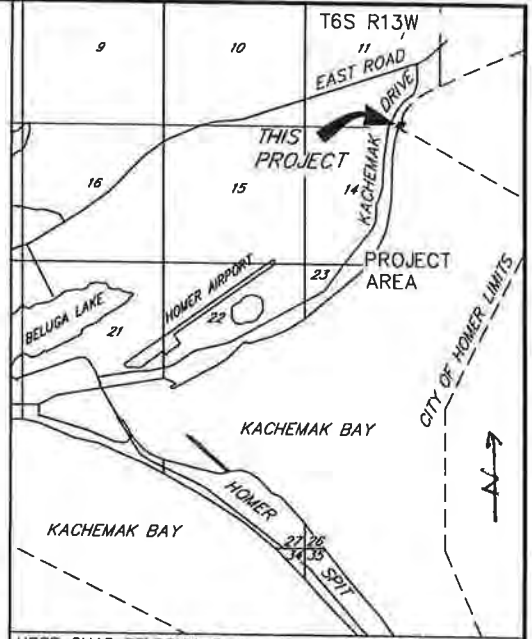
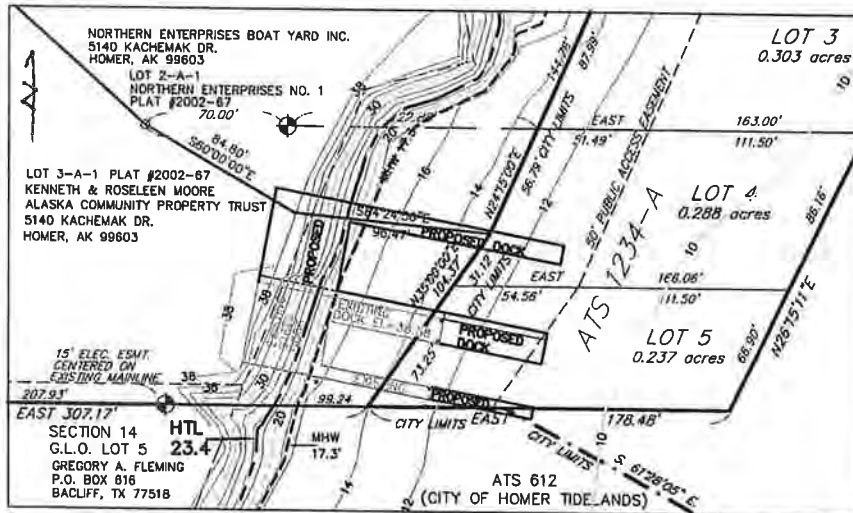


SHEET INDEX

SHEET NO.	DESCRIPTION
C1.0	DOCK ADDITION PLAN VIEW
C1.2	DOCK ADDITION SECTION
C1.3	DOCK ADDITION SECTION
C1.4	DOCK ADDITION
C1.5	DOCK ADDITION

NOTES

1. THIS TOPOGRAPHY EXHIBIT IS BASED ON A FIELD SURVEY CONDUCTED ON 1/24/2019 BY GARY NELSON, ALASKA LAND SURVEYOR #7610 USING TOPCON GPS RECEIVERS AND REAL TIME KINETIC METHODS.
2. ELEVATION DATUM IS MEAN LOWER LOW WATER (MLLW) = 0. SURVEY ELEVATIONS ARE BASED ON NATIONAL GEODETIC SURVEY PID TT0155 (HOMAIR) PUBLISHED NAVD88 ORTHOMETRIC HEIGHT OF 70.52 AND CONVERTED TO MEAN LOWER LOW WATER DATUM EQUALS ZERO (MLLW=0) BY ADDING 4.9 FEET (1983-2001 TIDAL EPOCH).
3. ALASKA TIDELAND SURVEY (ATS) 1234A WAS PERFORMED TO ESTABLISH UPLAND AND TIDELAND BOUNDARIES AND CREATE TIDELAND LOTS. UPLAND SEAWARD BOUNDARY IS FIXED DUE TO SUDDEN SUBSIDENCE DURING THE 1964 EARTHQUAKE.
4. EXISTING DOCK TOP SURFACE IS ELEVATION 38.58 (MLLW=0 DATUM).
5. CONTOUR INTERVAL IS 2 FEET.
6.
 - 0 - ACRES OF FILL BELOW HIGH TIDE LINE
 - 0 - ACRES OF FILL BELOW MEAN HIGH WATER
 - 0 - TOTAL ACRES OF FILL FOR



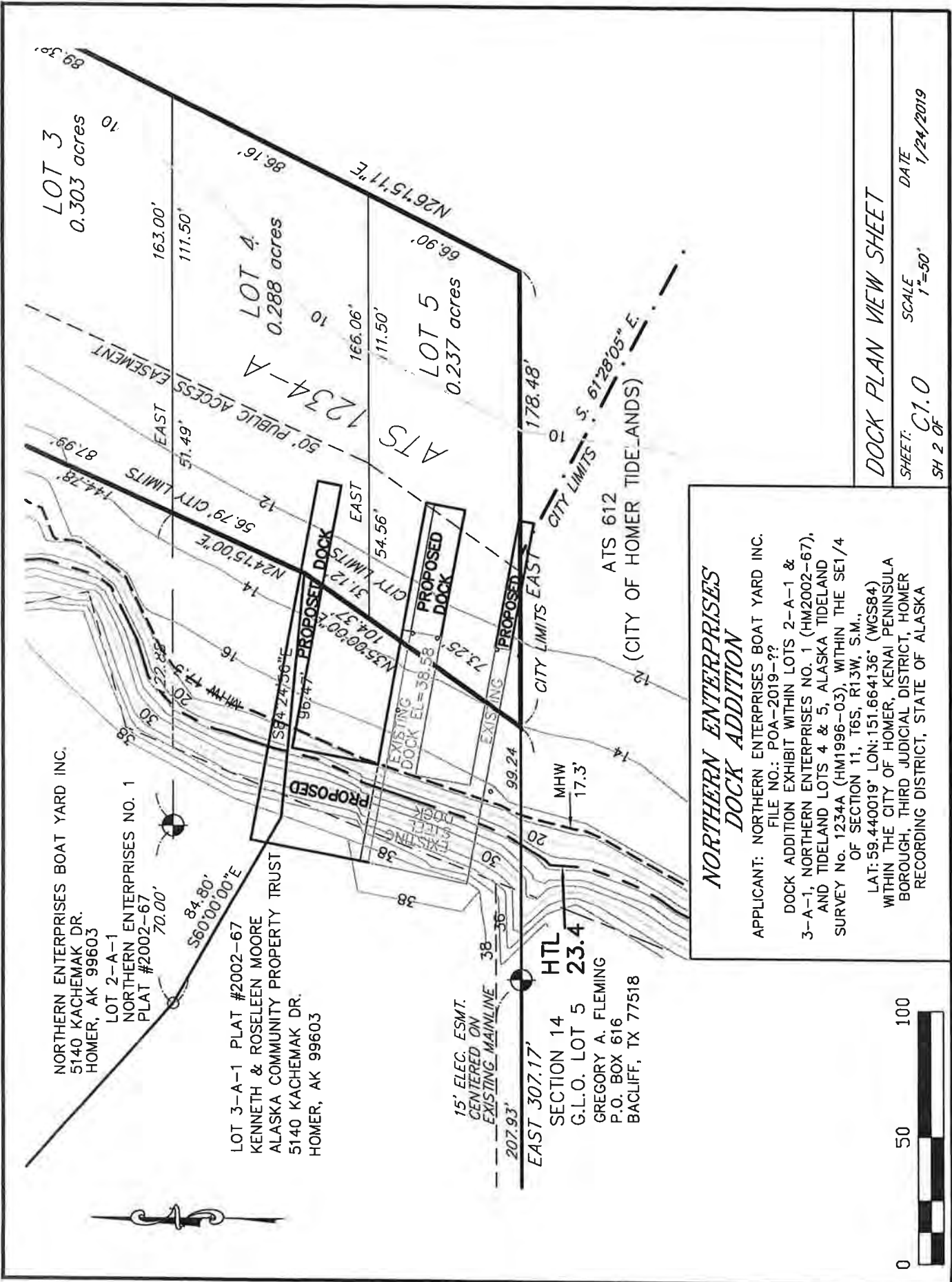
USGS QUAD SELDOVIA C-4 SCALE: 1" = 1 MILE

COVER SHEET

NORTHERN ENTERPRISES DOCK ADDITION

APPLICANT: NORTHERN ENTERPRISES BOAT YARD INC.
 FILE NO.: POA-2019-??
 DOCK ADDITION EXHIBIT WITHIN LOTS 2-A-1 &
 3-A-1, NORTHERN ENTERPRISES NO. 1 (HM2002-67),
 AND TIDELAND LOTS 4 & 5, ALASKA TIDELAND
 SURVEY No. 1234A (HM1996-03), WITHIN THE SE1/4
 OF SECTION 11, T6S, R13W, S.M.,
 LAT: 59.440019' LON: 151.664136' (WGS84)
 WITHIN THE CITY OF HOMER, KENAI PENINSULA
 BOROUGH, THIRD JUDICIAL DISTRICT, HOMER
 RECORDING DISTRICT, STATE OF ALASKA

SHEET: **GO.0** SCALE: 1"=70' DATE: 9/28/2018
 SH 1 OF



NORTHERN ENTERPRISES BOAT YARD INC.
5140 KACHEMAK DR.
HOMER, AK 99603

LOT 2-A-1
NORTHERN ENTERPRISES NO. 1
PLAT #2002-67
70.00'

LOT 3-A-1 PLAT #2002-67
KENNETH & ROSELEEN MOORE
ALASKA COMMUNITY PROPERTY TRUST
5140 KACHEMAK DR.
HOMER, AK 99603

15' ELEC. ESMT.
CENTERED ON
EXISTING MAINLINE

EAST 307.17'
SECTION 14
HTL
G.L.O. LOT 5 23.4
GREGORY A. FLEMING
P.O. BOX 616
BACLIFF, TX 77518

EXISTING DOCK EL=38.58
EXISTING DOCK

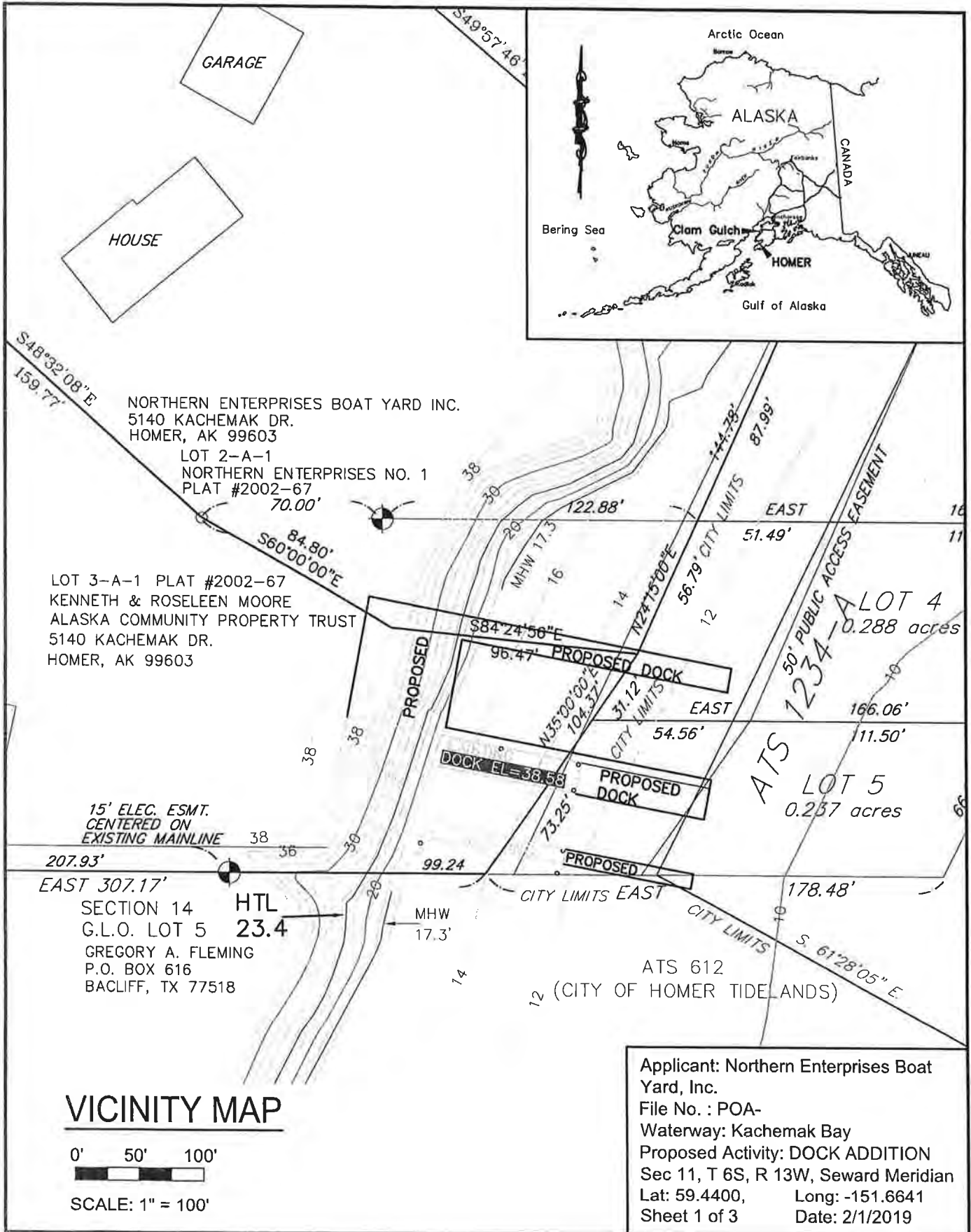
**NORTHERN ENTERPRISES
DOCK ADDITION**

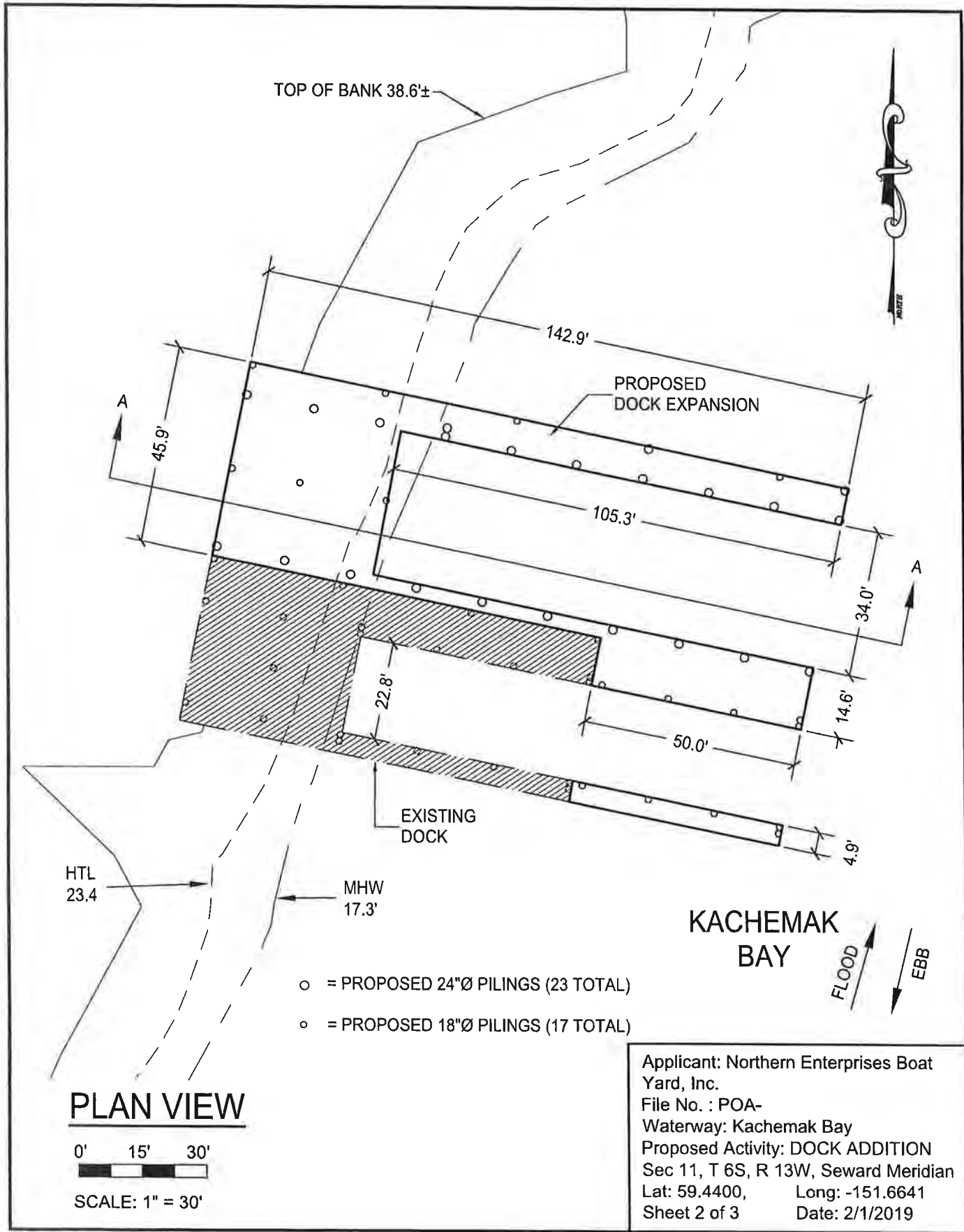
APPLICANT: NORTHERN ENTERPRISES BOAT YARD INC.
FILE NO: POA-2019-??
DOCK ADDITION EXHIBIT WITHIN LOTS 2-A-1 &
3-A-1, NORTHERN ENTERPRISES NO. 1 (HM2002-67),
AND TIDELAND LOTS 4 & 5, ALASKA TIDELAND
SURVEY No. 1234A (HM1996-03), WITHIN THE SE1/4
OF SECTION 11, T6S, R13W, S.M.,
LAT: 59.440019°' N, LON: 151.664136°' (WGS84)
WITHIN THE CITY OF HOMER, KENAI PENINSULA
BOROUGH, THIRD JUDICIAL DISTRICT, HOMER
RECORDING DISTRICT, STATE OF ALASKA



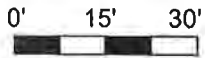
DOCK PLAN VIEW SHEET

SHEET: C1.0 SCALE: 1"=50' DATE: 1/24/2019
SH 2 OF



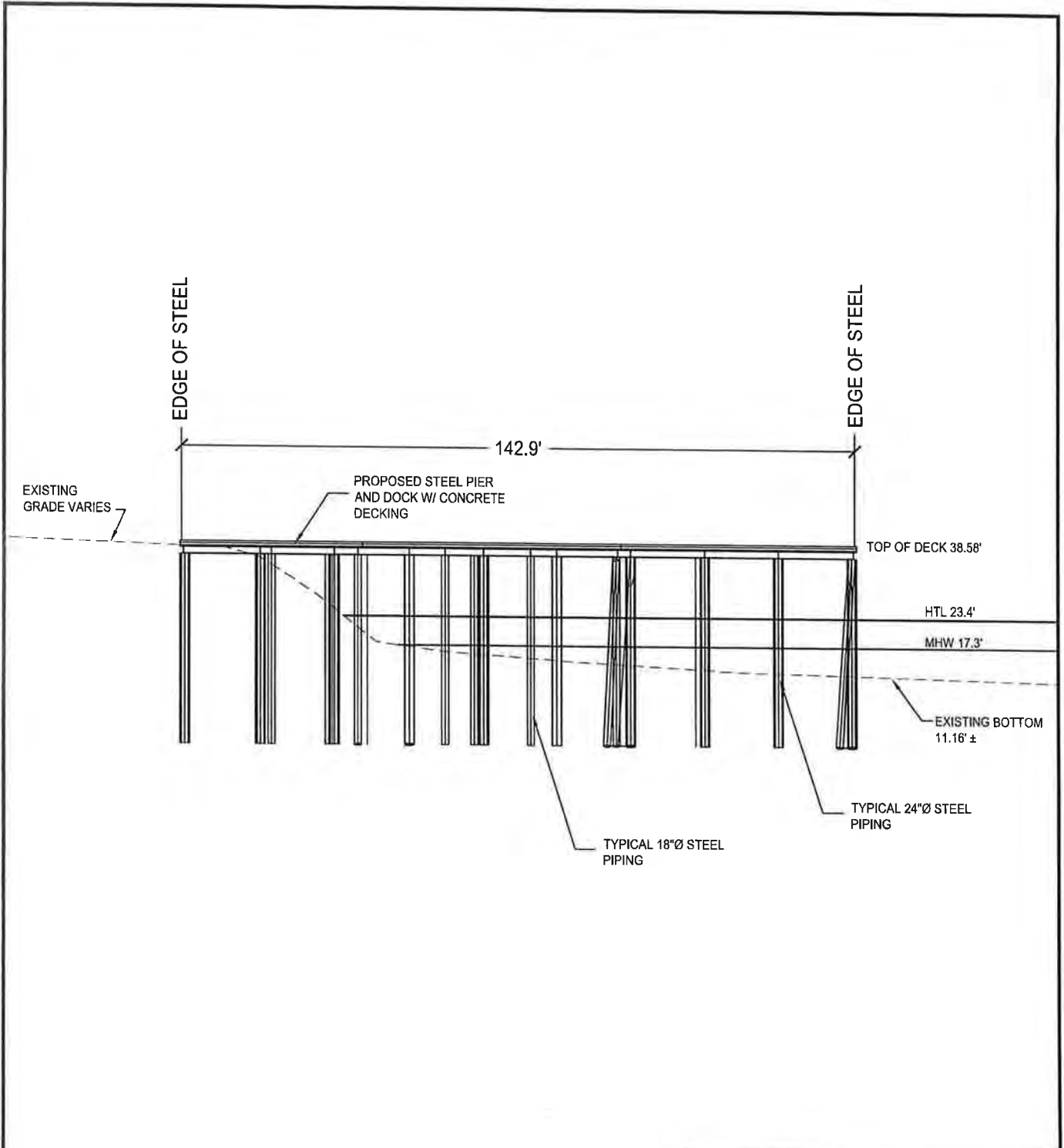


PLAN VIEW




SCALE: 1" = 30'

Applicant: Northern Enterprises Boat Yard, Inc.
 File No. : POA-
 Waterway: Kachemak Bay
 Proposed Activity: DOCK ADDITION
 Sec 11, T 6S, R 13W, Seward Meridian
 Lat: 59.4400, Long: -151.6641
 Sheet 2 of 3 Date: 2/1/2019



CROSS SECTION VIEW A-A

0' 15' 30'

 SCALE: 1" = 30'

Applicant: Northern Enterprises Boat
 Yard, Inc.
 File No. : POA-
 Waterway: Kachemak Bay
 Proposed Activity: DOCK ADDITION
 Sec 11, T 6S, R 13W, Seward Meridian
 Lat: 59.4400, Long: -151.6641
 Sheet 3 of 3 Date: 2/1/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Parker, Smith & Feek, Inc. 3800 Centerpoint Drive, Suite 601 Anchorage, AK 99503	CONTACT NAME:		
	PHONE (A/C, No, Ext):	907-562-2225	FAX (A/C, No): 907-561-2504
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Continental Casualty Company	
INSURED Northern Enterprises Boat Yard, Inc. 5140 Kachemak Dr. Homer, AK 99603	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ML9782702 General Liability and Marina Operators Liability	09/01/2017	09/01/2018	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
						Marina Operators	\$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Exhibit of Insurance

CERTIFICATE HOLDER

CANCELLATION

Exhibit of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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PLEASE DISPLAY THIS SIGN SO IT IS VISIBLE FROM THE RIVER. THIS SIGN SHOULD BE POSTED DURING ALL PHASES OF CONSTRUCTION.

RIVER CENTER

12367

RC#

RIVER CENTER PERMITTED PROJECT

Applicant Northern Enterprises Boat Yard Inc

KPB Parcel 17420120

Legal Description : T 6S R 13W SEC 11 SEWARD MERIDIAN HM 2002067
NORTHERN ENTERPRISES NO 1 LOT 3-A-1

Authorized Work: upgrades to existing dock and expand pier

Permits Issued:

KPB Floodplain

KPB Habitat Protection

Expiration:

Not Required Notification

Not Required Notification

ADFG Division of Habitat

12/31/2024

Questions regarding this permit should be directed to the Gilman River Center, (907) 714-2460



THE STATE
of **ALASKA**

GOVERNOR MICHAEL J. DUNLEAVY

Department of Fish and Game

DIVISION OF HABITAT
Southcentral Area Office

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

SPECIAL AREA PERMIT 19-V-0100-SA

ISSUED: February 12, 2019
EXPIRES: December 31, 2024

Northern Enterprises Boat Yard, Inc.
Carol Grace
5140 Kachemak Drive
Homer, AK 99603

RE: Piling-Supported Dock
Kachemak Bay Critical Habitat Area
Section 11, T 6S, R 13W, S.M.
Location: 59.6640° N, 151.4397° W
River Center Tracking No. 12367

Dear Ms. Grace:

Pursuant to 5 AAC 95, the Alaska Department of Fish and Game (ADF&G), Division of Habitat, has reviewed your proposal to expand an existing piling-supported dock at the referenced location within the boundaries of the Kachemak Bay Critical Habitat Area (KBCHA).

Project Description

The proposed dock construction will consist of three piers extending below mean high water (MHW), all of which will be approximately 105-feet in length. The northernmost pier will be approximately 8-feet wide, the middle pier will be approximately 15-feet wide, and the southernmost pier will be approximately 5-feet wide. Approximately twenty-three 24-inch diameter steel piles and seventeen 18-inch diameter steel piles will be installed to support the proposed dock expansion. The middle pier and southernmost pier will extend the length of the existing dock piers below MHW. Distance between piles will be approximately 15-feet so as not to restrict public access to adjacent tidelands. Pile driving will occur from adjacent uplands during de-watered conditions.

Legislatively Designated Special Area

The KBCHA was established by the Alaska legislature in 1974 through the enactment of AS 16.20.590 to “...*protect and preserve habitat areas especially crucial to the perpetuation of fish and wildlife, and to restrict all other uses not compatible with that primary purpose*”. (AS 16.20.500). The Kachemak Bay and Fox River Flats Critical Habitat Areas Management Plan (Management Plan) was adopted by the ADF&G in 1993. Activities that occur within the KBCHA must meet the goals and policies of the Management Plan, which have been adopted into regulation and are binding on department actions, including the issuance of Special Area Permits. The Management Plan provides that KBCHA be managed to maintain and enhance public use of fish, wildlife and critical habitat area lands and water.

In accordance with 5 AAC 95, project approval is hereby given subject to the project description, the following stipulations, and the permit terms:

1. All facilities and in-water structures shall be maintained in a manner that does not interfere with or restrict navigation or public access within the KBCHA.
2. The wooden portions of rafts or docks shall not be treated with any preservative containing pentachlorophenol or creosote. Pressure-treated lumber is preferred, however, after market, topical wood preservatives may be used provided they adhere to the above guidelines and are applied in an upland location and allowed to fully cure prior to placement in or over the KBCHA.
3. No vehicles or equipment leaking fuels, oils, hydraulic or cooling fluids shall be operated in the KBCHA.
4. No material of any kind, including waste products, pilings, supplies or equipment, shall be abandoned or disposed of within the KBCHA.

Permit Terms

This letter constitutes a permit issued under the authority of AS 16.20.530. Please be advised that this determination applies only to activities regulated by the Division of Habitat. This determination does not relieve you of your responsibility to secure other permits from state, federal, or local agencies. You are still required to comply with all other applicable laws.

You are responsible for the actions of contractors, agents, or other persons who perform work to accomplish the approved project. For any activity that significantly deviates from the approved plan, you shall notify the Division of Habitat and obtain written approval in the form of a permit amendment before beginning the activity. Any action that increases the project's overall scope or that negates, alters, or minimizes the intent or effectiveness of any stipulation contained in this permit will be deemed a significant deviation from the approved plan. The final determination as to the significance of any deviation and the need for a permit amendment is the responsibility of

the Division of Habitat. Therefore, it is recommended you consult the Division of Habitat immediately when a deviation from the approved plan is being considered.

For the purpose of inspecting or monitoring compliance with any condition of this permit, you shall give an authorized representative of the state free and unobstructed access, at safe and reasonable times, to the project site. You shall furnish whatever assistance and information as the authorized representative reasonably requires for monitoring and inspection purposes.

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

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

Pursuant to 5 AAC 95.920, an interested person may initiate an appeal of a decision made under this chapter in accordance with the provisions of AS 44.62.330 - 44.62.630 by requesting a hearing under AS 44.62.370.

Please direct questions about this permit to Habitat Biologist Lucas Byker at (907) 714-2478 or e-mail at lucas.byker@alaska.gov.

Sincerely,

Doug Vincent-Lang
Commissioner

Brian Blossom

By: Brian Blossom
Kenai Peninsula Area Manager
ADF&G, Division of Habitat

cc: KRC File

By email only:

ARTICLES OF INCORPORATION

JUL - 7 1993

ARTICLES OF INCORPORATION

OF

Department of Commerce
& Economic Development

NORTHERN ENTERPRISES BOAT YARD, INC.

The undersigned natural persons of the age of nineteen (19) years or more, acting as incorporator of a corporation (hereinafter referred to as "the Corporation"), under the provisions of the Alaska Corporation's Code (AS 10.06, hereinafter referred to as "the code"), adopts the following Articles of Incorporation.

ARTICLE I

Name

The name of the Corporation is NORTHERN ENTERPRISES BOAT YARD, INC.

ARTICLE II

Period of Duration

The period of duration of the Corporation is perpetual.

ARTICLE III

Purpose and Powers

Section 1. In General. The purpose of the Corporation is to perform the storage of boats and other equipment and to engage in any lawful business activity other than banking and insurance, and to do any and all things necessary and pertinent to said business.

A. Ancillary Purposes. The ancillary purposes of the Corporation are to do everything necessary, proper, advisable or convenient for the accomplishment of the purposes hereinabove set forth, and to do all other things incidental thereto or connected therewith which are not forbidden by the Code, by other law, or by these Articles of Incorporation.

Page 1 of 9.

B. SIC code. The primary Standard Industrial classification code which most closely describes the initial activities of the Corporation is 7389. The secondary code is 7300.

Section 2. Statutory Powers. Subject to any specific written limitations or restrictions imposed by the Code, by other law, or by these Articles of Incorporation, and solely in furtherance of, but not in addition to, the limited purposes set forth in Section 1 of this Article, the Corporation shall have and exercise all the powers specified in the Code.

Section 3. Affiliates. The corporation shall have no affiliate which is a non-resident alien or a corporation whose place of incorporation is outside the United States.

ARTICLE IV

Authorized Shares

Section 1. Number. The aggregate number of shares which the Corporation shall have authority to issue is ten thousand (10,000) shares of common, non-assessable voting stock, with one dollar (\$1.00) par value per share.

Section 2. Stated Capital. The value of all shares of capital stock of the Corporation that have been issued shall be the stated capital of the Corporation at any particular time.

Section 3. Dividends. The holder of the capital stock shall be entitled to receive, when and as declared by the Board of Directors, out of the unreserved earned surplus of the Corporation, as defined in the Code, dividends payable either in cash, in property, or in shares of capital stock of the Corporation.

ARTICLE V

Shares Not Divided Into Classes

The shares of the Corporation are not to be divided into classes.

ARTICLE VI

Shares Not Issued in Series

The Corporation is not authorized to issue shares in series.

ARTICLE VII

Stock Restrictions

The Stock of the Corporation shall be issued subject to the following restrictions, reference to which shall be endorsed on each Certificate.

Section 1. Repurchase by Corporation. No share of stock may be transferred, sold, pledged, or encumbered voluntarily or through judicial process without the Corporation being first offered the opportunity to repurchase for cause the share or shares at their fair market value or book value, whichever is greater as of the date of the offer of repurchase.

Section 2. Offer in Writing. The offer of repurchase must be made in writing and must allow the Corporation thirty (30) days for acceptance. The written offer shall be kept with the Corporate Stock Ledger.

Section 3. Determination of Value. Every twelve (12) months the Board of Directors shall determine a value for the Corporation. This value shall be based on inventory and profit/loss statements. The annual value shall be used to calculate the purchase price. Payment and redemption shall be made as set forth in AS 10.06.385.

Section 4. Compliance. No shares shall be sold or transferred on the books of the Corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

ARTICLE VIII

Pre-emptive Rights

The holders, from time, of the shares of the Corporation shall have the pre-emptive right to purchase, at such respective equitable prices, terms and conditions as shall be fixed by the Board of Directors, such of the shares of the Corporation as may be issued from time to time, over and above the initial issue, which have never been previously sold. Such pre-emptive right shall apply to all shares issued after such initial issue, whether such additional shares constitute a part of the shares presently or subsequently authorized or constitute a part of the shares held in the treasury of the Corporation, and shall be exercised in the respective ratio which the number of shares held by each shareholder at the time of such issue bears to the total number of shares outstanding in the name of all shareholders at such time.

ARTICLE IX

Provisions for Regulation of Internal Affairs

Section 1. Meetings of the Shareholders. Meetings of the shareholders of the Corporation may be held at such place, either within or without the State of Alaska, as may be provided in the bylaws. In the absence of any such provisions, all meetings shall be held at the registered office of the Corporation. Any action

required or permitted to be taken by the shareholders may be taken without a meeting if all the shareholders, individually or collectively, consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the shareholders and shall have the same force and effect as a unanimous vote of the shareholders.

Section 2. Meetings of Directors. Meetings of the Board of Directors of the Corporation, regular or special, may be held wither within or without the State of Alaska, and may be held by communicating simultaneously by telephone.

Section 3. Bylaws. The initial bylaws of the Corporation shall be adopted by its Board of Directors. The power to alter, amend or repeal the bylaws or to adopt new bylaws shall not be vested in the Board of Directors but may be done only by a majority vote of the shareholders. The bylaws may contain any provisions for the regulation and management of the affairs of the Corporation not inconsistent with the Act or these Articles of Incorporation.

Section 4. Interest of Directors in Contracts. Any contract or other transaction between the Corporation and one or more of its directors, or between the Corporation and any corporation or association of which one or more of its Directors are shareholders, members, directors, officers or employees, or in which they are interested, shall be valid for all purposes, notwithstanding the presence of such director or directors at the meeting of the Board of Directors of the Corporation which acts upon, or in reference to, such contract or transaction and notwithstanding his or their

participating in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall nevertheless authorize, approve and ratify such contract or transaction by a vote of the majority of the directors present, such interest director or directors to be counted in determining whether a quorum is present, but not to be counted in calculating the majority necessary to carry such vote. This section shall not be construed to invalidate any contact or other transaction which would otherwise be valid under the law applicable thereto.

Section 5. Indemnification of Directors and Officers. The Corporation shall indemnify every director or officer, his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, or, at its request, of any other corporation of which it is a stockholder or creditor or from which he is not entitled to be indemnified, excepting relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct; in the event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Corporation is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not be exclusive of other rights to which he may be entitled.

Section 6. Removal of Directors. The stockholders of the Corporation may, at any meeting called for the propose, remove any director form office, with or without cause, by a vote of all the outstanding shares of the class of stock which elected the director or directors to be removed; provided, however, that no director shall be removed in case the votes of a sufficient number of shares are cast against his removal, which if cumulatively voted at an election of the entire Board of Directors would be sufficient to elect him.

Section 7. Amendments of Articles of Incorporation. The Corporation reserves the right form time to time to amend, alter or repeal or to add any provisions to its Articles of Incorporation, in the manner prescribed by law.

ARTICLE X

Address of Registered Office and Name of Registered Agent

Section 1. Registered Office. The address of the initial registered office of the Corporation is 41930 Kachemak Drive, Homer, Alaska 99603. The Registered Agent is Kenneth D. Moore.

ARTICLE XI

Directors

Section 1. Initial Board of Directors. The initial board of Directors shall consist of two (2) members, who need not be residents of the State of Alaska nor shareholders of the Corporation.

Section 2. Names and Addresses. The name and address of the persons who are to serve as directors until the first annual

meeting of the shareholders, or until their successors shall have been elected and qualified, is as follows:

Kenneth D. Moore

Roseleen L. Moore

41930 Kachemak Drive, Homer, Alaska 99603

Section 3. Increase or Decrease of Directors. The number of directors may be increased or decreased from time to time by amendment of the bylaws; but no decrease shall have the effect of shortening the term of any incumbent director. In the absence of a bylaw fixing the number of directors, the number shall be three (3), except during such times as the number of shareholders is less than three (3), in which case the number of directors shall be the same as the number of shareholders.

ARTICLE XII

Incorporators

The name and address of the incorporators of the Corporation are:

Kenneth D. Moore

41930 Kachemak Drive, Homer, Alaska 99603

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

NORTHERN ENTERPRISES BOAT YARD INC.

Dated April 1, 2019

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of April 1, 2019, between the CITY OF HOMER, an Alaska Municipal Corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and NORTHERN ENTERPRISES BOAT YARD INC., a State of Alaska Business Corporation, whose address is 5140 Kachemak Drive, Homer, Alaska 99603.

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to **Exhibit A** are a certificate of good standing issued by the state under whose laws Tenant is organized. Attached as **Exhibit B** is a true and correct copy of an ordinance of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

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) “Additional Rent” includes all amounts defined or referred to in this lease as additional rent, as well as all charges in the nature of rent such as taxes, utilities and insurance, regardless of whether such amounts are due directly to or collectible by Landlord or to a third party under the terms of this Lease or under applicable law and including any of the preceding amounts that Landlord pays to a third party on behalf of Tenant, before or after any event of default.

(b) “Annual Rent Adjustment” and “Annual Rent Adjustment Date” are defined in Section 4.01(b).

(c) “Base Rent” is defined in Section 4.01.

(d) “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.

(e) “Council” means the City Council of the City of Homer, Alaska.

(f) “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%).

(g) “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.

(h) “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.

(i) “Extended Term” is defined in Section 3.05 if this Lease provides for extension at the option of the Tenant.

(j) “Five Year Rent Adjustment” and “Five Year Rent Adjustment Date” are defined in Section 4.01(a).

(k) “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.

(l) “Initial Term” is defined in Section 3.01.

(m) “Lease Ordinance” means such ordinances or other portions and provisions of the Homer City Code as may be enacted from time to time to dictate Landlord’s policies and requirements in leasing real property, currently enacted as Chapter 18.08 of the Homer City Code, as such may be amended, reenacted, supplemented or recodified from time to time, and as used herein the term shall refer to the Lease Ordinance as currently in effect at the time its terms would have operative effect on this Lease.

(n) “Leasehold Mortgage” is defined in Section 13.01.

(o) “Property” is defined in Section 2.01.

(p) “Rent” means Base Rent plus any Additional Rent.

(q) “Qualified Mortgagee” is defined in Section 13.03.

(r) “Required Improvements” is defined in Section 6.02.

(s) "Term" means the Initial Term plus any Extended Term.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto and all documents, policies and endorsements delivered hereunder, including without limitation all copies of required insurance policies and/or endorsements, shall be deemed to be a part hereof:

Exhibit "A" Schedule of Organization, Owners, Percentage of Ownership

Exhibit "B" Conformed Copy of Ordinance Authorizing Lease and Authorizing Signers to Sign Lease Agreement on Behalf of Tenant

Exhibit "C" Legal Description of Property

Exhibit "D" Tenant's Lease Proposal

Exhibit "E" Site Plan

Exhibit "F" 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 (the "Property"):

A certain portion of City tidelands as defined by survey submittal drafted by Gary Nelson of Ability Surveys for T 6S & 7S R 13W SEC 13 22 24 27 33 35 01 & 14 Seward Meridian HM 0770064 ALAS KA TIDELANDS SURVEY 612 THAT PTN LYING WITHIN SEC 13 & 14 & 22 THRU 24 & 26 THRU U 28 & 33 THRU 36 OF T6S & WITHIN SEC 1 & 2 OF T7S EXCLUDING THAT PTN OF TIDELANDS VESTED TO STATE OF ALASKA & EXCEPT TR A HOMER SPIT SUB NO TWO (HM910003) Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing 60 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18107001;

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." None of landlord, its agents, or its employees make any 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 or Mineral Rights. This Lease does not confer mineral rights, any rights to extract natural resources, or any rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease, all of which rights are, as between Landlord and Tenant, reserved to Landlord.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is 20 years, commencing on May 1, 2019, and ending on April 30, 2039 (the “Term”). **In addition, prior to the Tenant’s construction of the Tenant’s proposed use, Tenant shall have the right to immediately terminate this Lease upon written notice to Landlord if Tenant deems the results of any of the studies, reports, financial backing, or Governmental Approvals to be unacceptable to the Tenant in its sole discretion.**

3.02 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, including 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, including any Required Improvements as Tenant may be required to develop. 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, including without limitation any option to renew this Lease, or any option to extend the Term other than as may be provided in Section 3.05.

(b) Notwithstanding the preceding subsection (a), not less than 12 months and not more than 18 months before the expiration of the Term, Tenant may apply to Landlord to enter into a new lease for the Property that is exempted from competitive bidding under and pursuant to the Lease Ordinance.

3.03 Surrender of Possession. Upon the expiration or earlier termination of the Term, unless Tenant and Landlord have entered into a new lease for the Property commencing upon the termination of the 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. 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.

3.04 Holding Over. Tenant’s continuing in possession of the Property after the expiration or earlier termination of the 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.

3.05. Options to Extend Lease Term.

(a) At its option and in its sole discretion, Tenant may seek 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 day the Term would otherwise expire; and
- (2) the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in subsection (a) renders that option and all options as to subsequent Extended Terms null and void.

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$3.65 (as such may later be adjusted per the terms of this Lease, the "Base Rent"). Base Rent is payable in one annual payment of \$3.65, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on May 1, 2019, 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.** In the fifth year of the Term, 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 alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant's predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of each such appraisal, the Base Rent will be adjusted (the "Five Year Rent Adjustment"), effective on the anniversary of the commencement of the term (each such date is a "Five Year Rent Adjustment Date"), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.~~

(a) **Five Year Appraised Rent Adjustments.** Starting January 1, 2019 and in every fifth year thereafter, Landlord will reevaluate Tenant's lease rate by comparing the market rent value determined in the most recent State of Alaska appraisal of adjacent tidelands, or by obtaining 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 alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant's predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of either such appraisal, the Base Rent will be adjusted (the "Five Year Rent Adjustment"), effective on the anniversary of the commencement of the term (each such date is a "Five Year Rent Adjustment Date"), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as 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 on the anniversary of the commencement of the term in every year without a Five Year Rate Adjustment (each such date is an "Annual Rent Adjustment Date"), by the increase, 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, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term by 10. If the Term of this Lease is subsequently extended renewed (i.e. if Tenant and Landlord later enter into a new lease without putting the Property out for competitive bidding as referenced in Section 2.02), then the part of the assessment that Tenant shall be liable for 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. Any taxes, installments of assessments on the Property that are due to or collectible by Landlord, or for which Landlord becomes liable that are attributable to any portion of the Term, shall be Additional Rent.

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, telephone, internet service and refuse removal. Tenant shall be solely responsible for the cost of utility connections. Any of the preceding due to or collectible by Landlord shall be Additional Rent.

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, at the rates established by the City of Homer from time to time for ~~such services, including without limitation wharfage, crane use, ice, and other~~ **any** Port and Harbor services. Tenant shall provide the City of Homer with the information necessary to determine the amount of service charges owed, 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, and in addition to any other security or credit support provided by or for the benefit of Tenant in entering into 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 may commingle the security deposit with other funds of Landlord, and its obligations with respect to such security deposit shall only be as a debtor and not as a trustee or fiduciary. 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.~~

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 lien and 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; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; (4) all rents from Tenant's subletting of all or a part of the Property; and (5) all improvements on the Property, including any Required Improvements. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease shall constitute a mortgage by Tenant as mortgagor of all right, title and interest of Tenant in and to any and all improvements on the Property, including any Required Improvements, in favor of Landlord as mortgagee, and the recorded memorandum of this Lease shall reference Landlord as mortgagee of such improvements. In addition, Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the liens, mortgages and security interests granted by Tenant hereunder, including any deed of trust pertaining to additions, alterations and improvements on the Property. This Lease also 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.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

6.01 Use of Property. Tenant shall use and, if applicable, improve the Property only in the manner described in Tenant's proposal or application for the Property as more fully set forth on **Exhibit D**. Tenant's undertaking to use and, if applicable, improve the Property as described on Exhibit D is a material inducement to Landlord leasing the Property to Tenant, and Tenant shall not use or improve the Property for any purpose other than as described on Exhibit D 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 keep and maintain as the minimum development on the Property the Required Improvements as described on Exhibit D and as depicted more specifically in the site plan in **Exhibit E**. If the Required Improvements are not in place at the commencement of the Term, Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction of the Required Improvements within one additional year.

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 thirty (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, as well as all specific requirements for the issuance of any permits or zoning variances. Landlord shall communicate

approval or disapproval in the manner provided for notices hereunder, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, including any specific requirements for the issuance of any permits or zoning variances, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than fifteen (15) 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 (5) 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 alterations, additions improvements that are not consistent with terms of this Lease or the proposed uses for the Property set forth on Exhibit D is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council via resolution.

(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. **This As-Built Survey**

shall also provide Landlord with the associated Legal Description associated with the leased premises.

6.07 Ownership of Improvements. Other than the Required 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 may be removed or replaced by Tenant during the Term, subject to the provisions Section 6.08.

6.08 Disposition of Improvements at End of Term.

(a) Unless excepted by operation of the following subsection (b), any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property become the property of Landlord upon expiration or earlier termination of the Term.

(b) One year before the expiration of the Term, the Landlord and Tenant shall determine if the buildings, fixtures and improvements constructed or maintained on the Property, including the Required Improvements, are structurally sound and in good condition. If such buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition, 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, upon expiration of the Term, and 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 buildings, fixtures and improvements. Tenant shall be obligated to and shall remove, prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property that are not structurally sound and in good condition, and Landlord shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

(c) If Landlord terminates this Lease because of a default by Tenant prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property shall, at Landlord's option, become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects not to obtain ownership of such buildings, fixtures and improvements under the preceding sentence or elects to remove any of such buildings, fixtures or improvements for any reason, Tenant shall be obligated to and shall remove such buildings, fixtures or improvements.

(d) Tenant shall notify Landlord before commencing the removal of an improvement as required under the preceding subsections (b) and/or (c) 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. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(e) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under and per the terms of the preceding subsections (b), (c) and/or (d), Tenant shall pay Landlord the costs that Landlord 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 tenable 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, provided that:

- (1) if the cost of repairing or restoring the Required Improvements, less any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, then 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; or
- (3) if such damage or casualty to the Required Improvements occurs within three years before the end of the 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.

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 (4) four hour 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 only 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 garbage disposal facilities on the Homer Spit or any other public facility.

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.

ARTICLE 8. ASSIGNMENT AND SUBLEASE

8.01 Assignment or Sublease Absent Consent is Void.

(a) Tenant shall not assign or sublease its interest in this Lease or in the Property without compliance with applicable provisions of the Lease Ordinance, including applying for and receiving consent of Council, and any attempted assignment or sublease absent such compliance is and shall be null and void and of no effect and, at Landlord's election, will constitute an event of default hereunder.

(b) If Tenant seeks to assign or sublease its interest in this Lease or in the Property, in addition to compliance with applicable provisions of the Lease Ordinance, Tenant shall request consent of Council to such assignment or sublease 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. If Tenant subleases any portion of the Property, Tenant shall be assessed Additional Rent equal to 10% of the current Base Rent for the subleased area.

(c) 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 to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance. 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 to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance; 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 such an assignment. 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 and the Lease Ordinance, 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 man-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, including the minimum insurance requirements set forth for tenants under the Lease Ordinance. Landlord’s insurance requirements in the Lease Ordinance (or any superseding policy permitted under the Lease Ordinance) specify only 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) Without limiting the generality of the foregoing, Tenant shall maintain in force at all times during the Term the following minimum 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 shall also 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. This policy shall include boiler and machinery coverage.
- (c) During any 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, and the provision of any such certificates due at or prior to the commencement of the Term shall be a condition precedent to the commencement of the Term. 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 G** 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.

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 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, 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 ten (10) days after the date such payment is due.

(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 the preceding subsection (a), which is not cured within thirty (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 ten (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) Landlord may terminate this Lease by written notice to Tenant, upon which termination Tenant shall immediately surrender possession of the Property, vacate the Property, and deliver possession of the Property to Landlord. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates this Lease in accordance with this subsection (a), and to repossess the Property, 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, with or without process of law, 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) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates Tenant's right of possession in accordance with this subsection (b), and to repossess the Property, 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, with or without process of law, 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.

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

(d) Landlord may 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, 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.

ARTICLE 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 but which assignment will be subject to all of the other provisions of Article 8 and any provisions of the Lease Ordinance concerning acceptable assignees. 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:

Northern Enterprises Boat Yard Inc.
Attn: Kenneth Moore
5140 Kachemak Drive
Homer, Alaska 99603
Email: Kmoore10@sprynet.com

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 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.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

Landlord:

Tenant:

CITY OF HOMER

NORTHERN ENTERPRISES BOAT YARD INC.

By: _____
Katie Koester, City Manager

Kenneth Moore, President

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20__, by Katie Koester, 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 _____, 20__, by Kenneth Moore, as President of Northern Enterprises Boat Yard Inc., a State of Alaska Business Corporation, on behalf of Northern Enterprises Boat Yard Inc.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, Northern Enterprises Boat Yard Inc., is a Business Corporation organized under the laws of the State of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The shareholders and their percentage of ownership are as follows:

Kenneth Moore Director, President, Shareholder 5140 Kachemak Drive, Homer, AK 99603	50%
Roseleen Moore Director, Treasurer, Vice President, Secretary, Shareholder 5140 Kachemak Drive, Homer, AK 99603	50%
TOTAL	100%

EXHIBIT B

**CONFORMED COPY OF ORDINANCE AUTHORIZING LEASE AND AUTHORIZING
SIGNERS TO SIGN LEASE AGREEMENT ON BEHALF
OF TENANT**

EXHIBIT C

LOCATION OF PROPERTY

(Section 2.01)

A certain portion of City tidelands as defined by survey submittal drafted by Gary Nelson of Ability Surveys for T 6S & 7S R 13W SEC 13 22 24 27 33 35 01 & 14 Seward Meridian HM 0770064 ALAS KA 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 STATE OF ALASKA & EXCEPT TR A HOMER SPIT SUB NO TWO (HM910003) Homer Recording District, State of Alaska, containing 60 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18107001.

EXHIBIT D

TENANT'S PROPOSED USE OF THE PROPERTY

(Section 6.01)

Northern Enterprises Boat Yard Inc. will lease 60 square feet of City tidelands in order to construct a dock pier capable of supporting a travel lift station that can haul out large vessels. This requested portion of City tidelands is needed in order to obtain the increase of required tidelands from the State of Alaska, Department of Natural Resources.

EXHIBIT E
SITE PLANS
(Section 6.02)

EXHIBIT F

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of Northern Enterprises Boat Yard Inc. ("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: _____

NORTHERN ENTERPRISES BOAT YARD INC.

By: _____

_____ (printed name)

_____ (title)

By: _____

_____ (printed name)

_____ (title)

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

PUBLIC HEARING(S)

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

Ordinances 19-11 & 19-12

A **public hearing** is scheduled for **Tuesday, March 26, 2019** 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.

Ordinance 19-11, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Matching Funds in the Amount of \$40,097 from the HART Fund for Low-Impact Development Planning through the use of Green Infrastructure. City Manager/Public Works Director.

Ordinance 19-12, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Funds in the Amount of \$42,646 from the Harbor Reserve Account for the Final Design of the Harbor Barge Mooring Facility. City Manager/Port Director.

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

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

Melissa Jacobsen, MMC, City Clerk
Publish: March 21, 2019

CLERK'S AFFIDAVIT OF POSTING

I, Rachel Tussey, Deputy City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for:

Ordinance 19-11, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Matching Funds in the Amount of \$40,097 from the HART Fund for Low-Impact Development Planning through the use of Green Infrastructure. City Manager/Public Works Director.

Ordinance 19-12, An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Funds in the Amount of \$42,646 from the Harbor Reserve Account for the Final Design of the Harbor Barge Mooring Facility. City Manager/Port Director.

...was distributed on Tuesday, March 15, 2019 to the City of Homer kiosks located at City Clerk's Office, the Homer Public Library, and posted on the City of Homer website.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 15th day of March 2019.




Rachel Tussey, Deputy City Clerk I

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-11

An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Matching Funds in the Amount of \$40,097 from the HART Fund for Low-Impact Development Planning through the use of Green Infrastructure.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 11, 2019 Introduction
2. City Council Regular Meeting March 26, 2019, Public Hearing and Second Reading

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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 19-11**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE 2019 OPERATING BUDGET TO APPROPRIATE
9 MATCHING FUNDS IN THE AMOUNT OF \$40,097 FROM THE HART
10 FUND FOR LOW-IMPACT DEVELOPMENT PLANNING THROUGH
11 THE USE OF GREEN INFRASTRUCTURE.
12

13 WHEREAS, The City is pleased to have been awarded a \$59,784.50 60-40 matching
14 Alaska Clean Water Actions (ACWA) grant from the Alaska Department of Environmental
15 Conservation (DEC) for low-impact development planning; and
16

17 WHEREAS, City Council Resolution 18-086 authorized the City's grant request
18 submission and Resolution 19-018 accepts and appropriates the grant award of \$59,784.50;
19 and
20

21 WHEREAS, The DEC ACWA Grant requires a local match of \$40,097; and
22

23 WHEREAS, The project's low-impact development planning activities will help the City
24 meet three criterion that qualifies it for the Homer Accelerated Road and Trails (HART)
25 Program, namely (a) corrects drainage problems, (b) corrects deficiencies of existing systems,
26 and (c) reduces maintenance costs
27

28 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
29

30 Section 1. The Homer City Council hereby amends the FY 2019 Operating Budget to
31 appropriate \$40,097.00 from the Homer Accelerated Road and Trails (HART) Program for the
32 required local match to aid the City in developing a Master Stormwater Plan.
33

34 Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
160-0766	ACWA Low-Impact Development Planning Matching Funds	\$40,097

35
36
37
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39
40
41

ORDINANCE REFERENCE SHEET
2019 ORDINANCE
ORDINANCE 19-12

An Ordinance of the City Council of Homer, Alaska, Amending the 2019 Operating Budget to Appropriate Funds in the Amount of \$42,646 from the Harbor Reserve Account for the Final Design of the Harbor Barge Mooring Facility.

Sponsor: City Manager/Port Director

1. City Council Regular Meeting March 11, 2019 Introduction

Memorandum 19-029 from Public Works Director as backup
Homer Barge Mooring & Large Vessel Haul Out Repair Facility CIP FY20

2. City Council Regular Meeting, March 26, 2019 Public Hearing and Second Reading

Memorandum 19-029 from Public Works Director as backup
Homer Barge Mooring & Large Vessel Haul Out Repair Facility CIP FY20

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

3 City Manager/
4 Port Director

5 **ORDINANCE 19-12**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
8 AMENDING THE 2019 OPERATING BUDGET TO APPROPRIATE
9 FUNDS IN THE AMOUNT OF \$42,646 FROM THE HARBOR RESERVE
10 FUND TO COMPLETE THE FINAL DESIGN OF THE HOMER BARGE
11 MOORING FACILITY.
12

13 WHEREAS, The City's #2 Capital Improvement Legislative Priority Request is the Homer
14 Barge Mooring/Large Vessel Haul-Out Repair Facility; and
15

16 WHEREAS, The City utilized a State Legislative Grant to initiate the design of the
17 proposed Barge Mooring/Vessel Repair Haul-Out facility; and
18

19 WHEREAS, These funds completed the design to a 65% level (including design, cost
20 estimating and environmental permitting); and
21

22 WHEREAS, Construction of this project, estimated to cost \$4.7M, has always been
23 proposed to be completed in phases; and
24

25 WHEREAS, The final design of the first phase of construction (the Barge Mooring facility)
26 is estimated to be \$42,646; with the final design of the entire project estimated to be
27 approximately \$178,400; and
28

29 WHEREAS, Due to the current economic environment and our inability to identify
30 construction funding for the entire project, staff suggests that only the final design of the Barge
31 Mooring portion of the project be completed at this time (consistent with the Capital
32 Improvement Plan) to create a shovel ready project.
33

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

36 Section 1. The Homer City Council hereby amends the FY 2019 Operating Budget to
37 appropriate \$42,646 from the Harbor Reserve Fund for the final design of the Barge Mooring
38 Facility portion of the project.
39

40 Expenditure:
41

	<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
42			
43			
44	456-0380	Final Design	\$42,646
45		Homer Barge Mooring Facility	
46			

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

49
50 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this __ day of March, 2019.

51
52

CITY OF HOMER

53
54
55

KEN CASTNER, MAYOR

56
57
58

59 ATTEST:

60
61
62

MELISSA JACOBSEN, MMC, CITY CLERK

63
64
65
66

67 Introduction:
68 Public Hearing:
69 Second Reading:
70 Effective Date:

71
72
73

72 Ayes:
73 Noes:
74 Abstain:
75 Absent:

76
77
78

77 Reviewed and approved as to form:

79
80
81

Katie Koester, City Manager

Holly Wells, Attorney

82 Date: _____

82 Date: _____

83



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 19-029

TO: Katie Koester, City Manager
FROM: Carey S. Meyer, Public Works Director
DATE: March 6, 2019
SUBJECT: Homer Barge Mooring/Large Vessel Haul-Out Repair Facility
Request for final Design Funds – Barge Mooring Facility

The main impetus of this project was to have it eligible for federal Infrastructure funding, expected to be authorized by Congress for transportation related projects. The City utilized a State Legislative Grant to initiate the design of the proposed Homer Barge Mooring/Large Vessel Haul-Out Repair facility. These funds completed the design to a 65% level (including design, cost estimating and environmental permitting). The need for additional funds to complete final design was always anticipated.

The City's #2 Capital Improvement Legislative Priority Request is currently the Homer Barge Mooring/Large Vessel Haul-Out Repair Facility. See attached CIP project description.

In 2018, the name of this project was submitted to various federal and state agencies as a potential transportation related project, with the promise that the project would be "shovel ready" by the time the infrastructure bill was passed.

Congress has not authorized any transportation infrastructure funding to date, but there seems to be bi-partisan support for the concept of an infrastructure bill.

Construction of this entire project is estimated to cost \$4.7M; with the final design of the entire project estimated to be approximately \$178,400. The final design of the first phase of construction (the Barge Mooring facility portion) is estimated to be \$42,646.

Due to the current economic environment and our inability to identify construction funding for the entire project, staff suggests that only the final design of the Barge Mooring portion of the project be completed at this time (consistent with the Capital Improvement Plan) to create a shovel ready project.

Recommendation: The Council authorize additional design funds from the Harbor Reserve Fund to prepare this project for potential federal infrastructure funding.



2. Homer Barge Mooring & Large Vessel Haul Out Repair Facility

Project Description & Benefit: This project provides safe moorage and an associated uplands haul out repair facility for large shallow draft vessels. This improvement supports the marine transportation needs of central and western Alaska. Because of the lack of facilities, these vessels currently have to travel to perform annually required maintenance and repairs which could otherwise be completed here in Homer. The facility benefits the local fleet of larger vessels as well as local marine trades businesses, and can accommodate the growing freight needs of existing Homer businesses.

The mooring facility, proposed along the beach front of Lot TR-1-A (between the Nick Dudiak Fishing Lagoon and Freight Dock Road on the west side of the harbor) will stage barges in the tidal zone with the bow end pulled tight to the beach for accessing a haul out ramp. A dead-man anchoring system will be provided for winching vessels up the ramp above the high tide line for maintenance and minor repairs. Upland improvements will include a large vessel wash down pad (which can also be used by recreational/sport boats), electrical pedestals, lighting, security fencing and a drainage/water management system to facilitate local, efficient and environmentally sound vessel repairs. This site has accommodated approximately six to eight vessels (depending on size) with ample workspace; it will offer barges the ability to complete their required annual maintenance at the uplands repair facility while wintering over.

Plans & Progress: Project development is being carried out in phases. Phase 1, initiated in 2014, consisted of forming a Large Vessel Haul Out Task Force to assist with site selection and completion of Best Management Practices, vessel owner use agreements, and vendor use agreements. Staff additionally completed a Stormwater Pollution Prevention Plan (SWPPP) with the Alaska Department of Environmental Conservation for a portion of lot TR-1-A. Since completing these basic requirements, the haul out area has become a popular repair site option for some of our large vessel owners. This further justifies additional investments to improve our ability to serve these customers and bring more of these customers to Homer.

Phase 2 completed the design and permitting for the barge mooring facility and haul out ramp. Phases 3 will construct the moorage facility and haul out ramp. Phase 4 will construct the upland improvements. The project earned top ranking among four Kenai Peninsula projects that were ultimately submitted to the Alaska Office of the Economic Development Administration for inclusion on a list for potential federal infrastructure funding.

Total Project Cost: \$4,768,500

2017: Phase 2 - Design/Engineering/Permitting: \$312,000 (Completed)

2018: Phase 3 - Barge Mooring Construction: \$1,255,000

2019: Phase 4 - Haul Out Repair Facility Construction: \$3,201,500

FY2020 State Request: \$4,010,850

(City of Homer 10% Match: \$445,650)



Three vessels hauled out for repairs on Homer Spit Lot TR 1 A.

ORDINANCE(S)

CITY MANAGER'S REPORT



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Castner and Homer City Council
FROM: Katie Koester, City Manager
DATE: March 20, 2019
SUBJECT: March 26 City Manager Report

Old Library Lot

In May of 2016 the City of Homer contracted with Homer Real Estate to market a number of lots, including what we refer to as “the Old Library Lot,” located at 3713 Main Street (see attached map). Last fall Council heard from Angie Newby of Homer Real Estate regarding this lot and due to lack of interest Council decided to pull it from the market. A dated appraisal from Derry and Associated appraised the land at \$225,000. However, the Greatland Street extension has made more commercial property available on the market and Ms. Newby believes the 3713 Main Street appraisal to be high. In addition, whoever develops this lot will have to invest \$50,000-\$60,000 in site development costs as a major hill needs to be excavated and several thousand cubic yards moved off the property.

There has been some renewed interest in the property. Under Homer City Code, a new appraisal is required unless Council decides on an alternate way to determine fair market value and/or there is a reason to exempt the lot from fair market value. If Council is interested in re-listing this lot, I can work with Ms. Newby on listing it. Under HCC a property needs to be advertised for a minimum of 2 weeks before Council can consider an offer. If Council is interested in listing the lot, Ms. Newby recommends reducing the asking price to \$187,500.

City Manager Meeting

On March 13th I attended a Peninsula City Managers meeting in Kenai hosted by Kenai Peninsula Economic Development District (KPEDD). These meetings occur quarterly and are great opportunities to talk through real world, close- to-home issues with colleagues. Assembly President Ogle joined us for lunch where I reaffirmed how appreciative Homer City Council members were to be included in a budget worksession last year. The cities and Boroughs are struggling through issues that we will need to work together on such as the implementation of the Wayfair decision and how funding shortfalls at the Borough could impact municipalities. The City of Kenai just went through the development of a Fund Balance policy and I was able to get some good suggestions from the Kenai City Manager as I work through developing recommendations for Council.

Mayor's meeting with Senator Sullivan

Friday, March 1st Mayor Castner hosted a roundtable with regional Mayors and staff at the request of Senator Sullivan. The Mayor gave a great summary of the meeting during his closing comments at the last meeting; however, I would like to take the opportunity to extend a thank you to Sen. Sullivan and to our

neighboring municipalities for making the time to come to Homer. It was a great opportunity to bring us together to discuss common issues. Thanks also to Mayor Castner who had to rearrange his travel plans to be able to host.

Biennial Budget?

Mayor Castner, Finance Director Walton and I have been discussing the idea of transitioning the City of Homer to a two year budget cycle. Many municipalities have a biennial budget, including Juneau and Seward. Under this budget cycle, an in-depth budget process (much like the annual process we go through annually) would occur every two years. However, a supplemental would be introduced in the in-between years to adjust for changing conditions in both revenue and expenditures (much like the mid-year adjustments now). I think this approach would provide greater stability and free up time for increased budget oversight and development of policy. From a timing perspective, it also gives a new Mayor a year to get their feet under them before being thrust into a full scale budget development process. Under current practice, most line items are formula driven based on historical spending/ revenue patterns. I believe it is the Mayor's objective to fine-tune those formulas so projections will be accurate, predictable and easy to explain. Initiating this transition will take a great deal of work from the Mayor, Finance Department and City Departments. It will also require changes to City Code. Because staff starts developing individual budgets as early as this summer, I would like to have a conversation with Council regarding your thoughts and opinions and be able to work through questions you may have before we march down a path that will be difficult to reverse in a short time frame.

Bond Update

At the last meeting Council passed Resolution 19-019(A), approving a bond sale not to exceed \$5,000,000. I want to emphasize that the City of Homer will only bond for the required amount that we need to reach the project budget of \$7.5m. What the actual bond amount will be will vary depending on a number of factors at the time of closing. Perhaps a more illustrative number than what the City bonds for is total available proceeds. This is the amount that will be wired to the City's account by the Bond Bank at time of closing (May 2) to be able to fund the remainder of the project plus closing costs. At this point, I anticipate the total available proceeds needed to be under \$4.78m. This takes into account the funds that council has already dedicated to the project and \$30,000 in closing costs. The bonds will be sold at a premium (investors will pay for the opportunity to earn an above-market interest rate), which means the stated principal amount of the City's bond will be less than this amount. Because approval for the bond will need to occur in a matter of hours after receiving final terms and conditions when the Bond Bank agrees to sell bonds to its underwriter, Resolution 19-019(A) gives broad authority to the City Manager to determine term and final bond amount. The Mayor, City Manager, Finance Director and City Clerk will all have to sign the approving documents – so there will be an excellent opportunity for review. Mayor Castner has committed to lending his expertise in this regard. We also have very experienced bond counsel working on this project, so I feel confident we are in good hands. I am happy to take any questions you have regarding the final closing process to bond counsel. The Bond Bank is scheduled to sell its bonds on April 16, and the City is on schedule to close on May 2.

Damage to HERC Roof

Recent storms have significantly damaged the roof at HERC 1 and I am concerned about the timeline for repairs to the roof.

In 2018, approximately 90 lineal feet of roofing material (about 3 feet wide) blew off. Public Works installed a torch-down rolled roofing product to make the repair. The second week of March, HERC lost about another 65 lineal feet of material, and adjacent material is delaminating. Public Works has ordered some more torch-down material (about \$1000 worth) to make the repairs as soon as conditions are dry enough. To quote Superintendent Gardner, “these repairs are simply like putting a coat of paint on a car that has blistered paint without first removing the loose paint. It will look fresh, but if you touch the blister, the old paint and the new paint will come off. There is nothing solid that we are attaching the new roof material to.”

Planning for the replacement of the existing roof needs to commence as soon as possible. Public Works will bring in Klauder and Associates to do an assessment of the roof and help us get a handle on the timeline for necessary repairs. The attached photos demonstrate the damage from 2018 and this month.

Project Closeout

The Finance Department is currently reconciling project balances citywide. Some projects have been left open in our “books”, even though no activity has taken place for several years. These projects are being closed and any under/over runs are being addressed by the funding source(s). In the coming months, we will be addressing fund balance policy. Along with that, we need to create a policy that provides guidance on how to properly address project closeouts going forward. A complete list of projects, their status, and a request for authority to transfer funds on projects with a balance over \$10,000 will be brought to Council at that time.

CIRCAC Annual Meeting April 5, 2019

Carla Stanley, Homer’s Representative on the Cook Inlet Regional Citizens Advisory Council, emailed Council that she’s unable to attend the CIRCAC Annual Meeting in person and suggested a Council Member might be interested in attending.

Enc:

Photo: March 1, 2019 Mayors Visit with Senator Sullivan

KPB Parcel Viewer Map of 3713 Main Street

Photos of HERC 1 Roof

CIRCAC Annual Meeting Notice and Expert Panel for Cook Inlet Pipelines Information



March 8, 2019 Mayors Visit with Senator Sullivan

Left to right:

- City of Homer Port and Harbor Director/Harbormaster Bryan Hawkins
- City of Homer City Manager Katie Koester
- City of Homer Police Chief Mark Robl
- Kachemak City Mayor Bill Overway
- United States Senator for Alaska Dan Sullivan
- City of Homer Fire Chief Robert Purcell
- City of Seldovia City Manager Cassidi Cameron
- City of Homer Mayor Ken Castner
- City of Seldovia Mayor Dean Lent
- Senator Sullivan’s Regional Director, Elaina Spraker



17514416

Parcel ID	17514416
Physical Addresses	3713 MAIN ST
Legal	T 6S R 13W SEC 19 SEWARD MERIDIAN HM 2008016 HOMER PUBLIC LIBRARY NO 2 LOT 2
Acresage	1.31
Owner	HOMER CITY OF
Attention	
Address	491 E PIONEER AVE
City, State, Zip	HOMER, AK 99603
Assessed Value	69400
Taxable Value	0

View Plat Property Details Print



Wed Mar 20 2019 09:05:22 AM



Disclaimer: The data displayed herein is neither a legally recorded map nor survey and is provided for informational purposes only. KPB assumes no liability as to the accuracy of any data displayed herein. Original source documents should be consulted for accuracy verification.

KPB Parcel Viewer

HERC 1 Roof Damage 2018



HERC 1 Roof Damage 2018



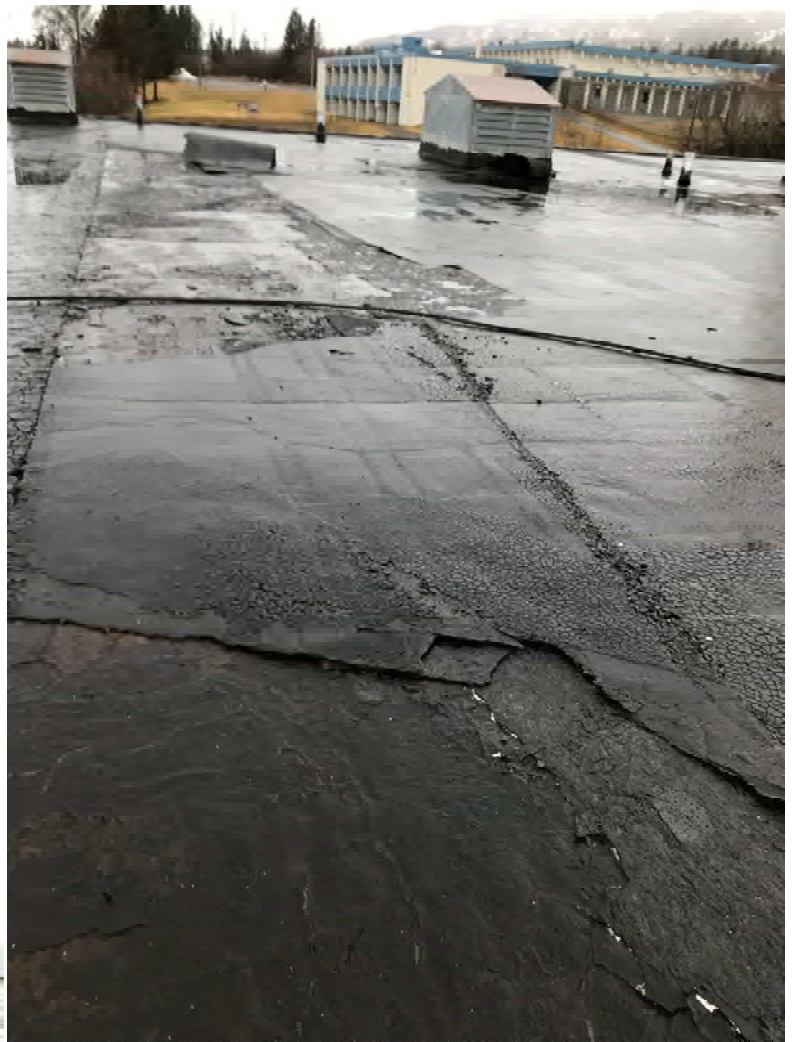
HERC 1 Roof Damage 2018



HERC 1 Roof Damage March 2019



HERC 1 Roof Damage March 2019





COOK INLET
REGIONAL CITIZENS
ADVISORY COUNCIL

HOME

WHO WE ARE

WHAT WE DO

You are here: [Home](#) / [Events](#) / Board of Directors Regular and Annual Meeting

BOARD OF DIRECTORS REGULAR AND ANNUAL MEETING

March 19, 2019 ·

WHEN: April 5, 2019 **all-day**

WHERE: Cook Inlet Aquaculture Building
Kalifornsky Beach Road
Kenai

CONTACT:  Jerry Rombach
 907-283-7222
 Email

 Calendar

From the Cook Inlet Regional Citizens Advisory Council website

<https://www.circac.org/expert-panel-established-for-cook-inlet-pipelines-project/>

EXPERT PANEL ESTABLISHED FOR COOK INLET PIPELINES PROJECT

March 15, 2019 · Filed Under: [Highlighted](#)

March 15, 2019—Kenai—Cook Inlet oil and gas pipelines are about to get a close look from a new expert panel charged with ensuring their integrity. Five experts have been selected by the Alaska Department of Environmental Conservation (ADEC) and the Cook Inlet Regional Citizens Advisory Council (CIRCAC) to provide recommendations on pipeline integrity and safety in Cook Inlet, where more than 350 miles of pipelines move oil, gas, and related products among both offshore platforms and onshore facilities.

Panel members Dr. Christopher Dash, James Howell, Andrew Kendrick, Christopher Myers, and Dr. Shirish Patil have more than 150 years of professional experience among them. The five combine local expertise with a broader international perspective, with backgrounds in pipeline operations, engineering, integrity management, corrosion control, and risk analysis.

"I'm very pleased with the depth and breadth of experience the panel brings to this effort," said Graham Wood, project manager for ADEC. Mike Munger, CIRCAC Executive Director, added, "We have been working towards this process for a long time and appreciate the willingness of the panel members to commit themselves to exploring options to enhance pipeline safety in Cook Inlet."

Myers has an intimate knowledge of Cook Inlet oil and gas operations, while Howell and Dash have worked on pipeline safety in other parts of Alaska. Kendrick has consulted on risk management and safety for pipeline projects throughout the country, and Patil spent 30+ years teaching and studying petroleum engineering at the University of Alaska Fairbanks prior to moving to a similar role in Saudi Arabia.

"I look forward to reviewing the technical information and learning whatever I can from the pipeline operators and other panel members," said Dr. Shirish Patil, Saudi Aramco Chair Professor of Petroleum Engineering at the King Fahd University of Petroleum and Minerals in Dhahran, Saudi Arabia. "This is an exciting opportunity to contribute to sustaining Cook Inlet's critical oil production infrastructure while also promoting safety and environmental protection."

The panel will begin reviewing background information in March and convene in May to start their work together.

Contact: Tim Robertson, NUKA Research, (907) 234-7821.

From the Cook Inlet Regional Citizens Advisory Council website

<https://www.circac.org/expert-panel-established-for-cook-inlet-pipelines-project/>



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL
FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK
DATE: MARCH 19, 2019
SUBJECT: BID REPORT

REQUEST FOR PROPOSALS INCORPORATING ART INTO THE NEW HOMER POLICE STATION

Proposals to provide art or to incorporate art into the new Homer Police Station will be received at the Office of the City Clerk, City Hall, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:30 P.M., Thursday, April 4, 2019**. The intent of this proposal effort is to provide an opportunity for artists and other interested persons to present ideas on how and what art can be incorporated into/onto the building (interior and exterior) at specific locations. The proposals will be evaluated by the Art Selection Committee appointed for the Project utilizing the City's 1% for Art Funding designated for this project. All ideas and concepts will be considered. Expect that more than one art piece or idea will be funded with the available dollars. The time of receipt for submittals will be determined by the City Clerk's time stamp. Proposals received after the time fixed for the receipt of proposals shall not be considered. Respondents not on the plan holder's list shall be deemed unresponsive and shall not be considered. The City shall not accept faxed proposals. The Request for Proposals package and Plan Holder registration form is posted on the City website: <http://www.cityofhomer-ak.gov/rfps>. Paper copies of the Proposal Documents may be purchased at the Office of the City Clerk upon payment of \$10 per set (\$15 for overnight delivery). All fees are non-refundable. **For proposal evaluation criteria questions contact:** City Clerk's Office, City of Homer 491 E. Pioneer Avenue, Homer, Alaska 99603 at clerk@cityofhomer-ak.gov or 907-235-3130. **Please direct all technical questions** regarding this project to: Pat McNary, Project Manager, City of Homer 3575 Heath Street, Homer, AK 99603 at 907-235-3170

INVITATION TO BID CITY OF HOMER 2019 SURPLUS EQUIPMENT SALE

Sealed bids will be received on surplus City equipment until **3:00 p.m. Thursday, April 18, 2019** at the City Clerk's Office, City of Homer, 491 E. Pioneer Drive, Homer, Alaska 99603. Sealed bids must be on the proper bid form provided by the City, one item per form per envelope. The envelope must have the Bidder's Name, Item number and "City 2019 Surplus Equipment Sale" printed on the outside of the envelope. 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 form, surplus equipment list, minimum bid requirements, and bid form are available online at <http://www.cityofhomer-ak.gov/rfps>. Paper copies of the Bid Packet may be obtained from the City Clerk's Office for a fee of \$10.00. Additional paper copies of the Bid Form may be obtained for a fee of \$0.25 per copy. Inspection of items may be arranged by contacting the

respective department at the phone numbers shown on the surplus equipment list during regular office hours between Thursday, March 28, 2019 and Wednesday, April 10, 2019. All items will be sold in “as is, where is” condition, no warranties expressed or implied. Minimum bids may be listed on some items. The City reserves the right, when in its best interest, to reject any and all bids and to waive any informalities or irregularities. **Purchased items must be paid for and removed within five working days of the bid opening.**

PENDING BUSINESS

**CITY OF HOMER
HOMER, ALASKA**

Mayor/Smith

ORDINANCE 19-09(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
ACCEPTING AND APPROPRIATING A \$100,000 SERVICE
EXTENSION FEE AND AUTHORIZING THE EXTENSION OF CITY OF
HOMER WATER SERVICES TO LOT 2B, PUFFIN ACRES MILEPOST 3
EAST END ROAD IN KACHEMAK CITY.

WHEREAS, In 2004, in conjunction with the Alaska Department of Transportation East End Road Improvement Project, the City of Homer was afforded a very cost effective opportunity to extend the water and sewer lines along East End Road to Kachemak Drive; and

WHEREAS, When the East End Sewer was extended, Kachemak City was allowed to pay for a portion of the sewer improvement (based on the area and lots potentially served) with grant monies and assessments Kachemak City levied on Kachemak City benefited lots; and

WHEREAS, Resolution 04-42(A) authorized the City of Homer to proceed with the petitioning process as outlined in HCC 7.04.030 that eventually established the East End Road Sewer Local Improvement District (LID) and the East End Road Water LID; and

WHEREAS, While approximately half of the cost of the construction was allocated to the lots within the LID, the unallocated portion became known as the “Kachemak City Share”; and

WHEREAS, The Kachemak City Share of East End Road Water Extension Improvements was calculated at \$265,069.88 (.484% of the total based on the area and lots potentially served plus a standard 5% administrative fee) for creating water assessments to be collected in some fashion at such time as connections are permitted; and

WHEREAS, The City of Homer has been approached by East End Partners, LLC, a company constructing affordable housing units in Kachemak City, that needs access to a reliable water source; and

WHEREAS, Affordable housing has been identified as a need by the City of Homer in the Comprehensive Plan and Comprehensive Economic Development Strategy; and

WHEREAS, East End Partners, LLC will build 24 units of varying sizes that will help fill this need for the greater Homer area; and

42 WHEREAS, East End Partners, LLC has proposed to pay a service connection fee of
43 \$100,000 to have access to City water; and

44
45 WHEREAS, The service connection fee will go to the Homer Accelerated Water and
46 Sewer Program (HAWSP) to help fund future water system distribution improvements; and

47
48 WHEREAS, The connection of City water fronting Lot 2B does not change the City's
49 policy on extending water outside City limits established in Resolution 04-42(A); and

50
51 WHEREAS, At which time **when** a sewer-only customer in Kachemak City hooks up to
52 City water, their water usage will be metered and no longer billed under the sewer-only rate
53 structure; and

54
55 ~~WHEREAS, A service fee of \$5 is charged to every water customer outside of City Limits~~
56 ~~in lieu of City of Homer sales tax.~~

57
58 **WHEREAS, A resolution amending the fee schedule to enact a water service fee of**
59 **4.85% of total charges charged to every water customer outside of City Limits in lieu of**
60 **City of Homer sales tax will follow upon the passage of this Ordinance.**

61
62 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

63
64 Section 1. The Homer City Council hereby amends the FY 2019 Capital Budget by
65 accepting \$100,000 from East End Partners, LLC and appropriating it to the Homer Accelerated
66 Water and Sewer Program for future water and sewer distribution improvements as follows:

67
68 Appropriation/Transfer From:

69

<u>Description</u>	<u>Amount</u>
70 Service connection fee for Lot 2B,	\$100,000
71 Mile Post 3, East End Road, Kachemak City	

72
73
74

75 Section 2. The \$100,000 service connection fee is an independent arrangement
76 between the City of Homer and East End Partners, LLC and will not be applied to any potential
77 future agreement to extend water to the lots along East End Road in Kachemak City that front
78 a water main.

79
80 Section 3. This ordinance is a budget amendment ordinance only, is not permanent in
81 nature and shall not be codified.

82

83 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
84 2019.

85
86

87 CITY OF HOMER

88
89

90 _____
91 KEN CASTNER, MAYOR

92 ATTEST:

93
94

95 _____
96 MELISSA JACOBSEN, MMC, CITY CLERK

97
98

99 YES:

100 NO:

101 ABSTAIN:

102 ABSENT:

103

104 First Reading:

105 Public Hearing:

106 Second Reading:

107 Effective Date:

108

109 Reviewed and approved as to form.

110

111 _____
Katie Koester, City Manager

Holly C. Wells, City Attorney

112

113 Date: _____

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 19-012

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE COUNCIL'S OPERATING MANUAL REGARDING TELEPHONIC PARTICIPATION, RE-ORGANIZING SECTIONS, CLARIFYING LANGUAGE, AND ADDING APPENDICES FOR CITY CODE EXCERPTS.

WHEREAS, Over the years sections of the Council Operating Manual have been amended but weren't carried through into other sections or were inserted in such a way that created some discontinuity over time; and

WHEREAS, Ordinance 19-05(A) amends HCC 2.08.100-2.08.120 regarding telephonic participation and those sections are also included in the Council Operating Manual; and

WHEREAS, Two large sections of city code are included in the body of the Council Operating Manual and have been moved to appendices to improve the readability and make it easier to amend the manual when those sections of code are amended; and

WHEREAS, Some sections have been reorganized so topics are located in one place in the manual for ease of reference; and

WHEREAS, Some paragraphs have been deleted because they are no longer relevant or processes have changed over time; and

WHEREAS, Language is included to allow the City Clerk to amend code sections in the Council Operating Manual after they are adopted by ordinance without having to bring the manual back for amendment by resolution; and

WHEREAS, All other amendments to the operating manual will still be required to come before Council by resolution for approval; and

WHEREAS, The amendments are identified in Attachment A through strike outs for items to be deleted and bold underline for new language or language that has been moved.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council amends the Council Operating Manual regarding telephonic participation, re-organizing sections, clarifying language, and adding appendices for City Code excerpts.

43 PASSED AND ADOPTED by the Homer City Council this 25th day of February, 2019.

44

45

46

CITY OF HOMER

47

48

49

50

HEATH SMITH, MAYOR PRO TEMPORE

51

52 ATTEST:

53

54

55

MELISSA JACOBSEN, MMC, CITY CLERK

57

58 Fiscal note: N/A



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

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(p) 907-235-3130

(f) 907-235-3143

Memorandum 19-033

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, MMC, CITY CLERK
DATE: FEBRUARY 6, 2019
SUBJECT: COUNCIL OPERATING MANUAL UPDATES

The last three Resolutions amending the Council Operating Manual have been prompted by amendments to City Code that are included in the manual. This amendment relates to the amendment to the telephonic participation process.

In considering the code excerpts and whether it's more beneficial to include them in the manual, or to save space and simply reference the relevant sections of City Code, a compromise seems to be including them in an appendix at the end for easy reference, if needed.

Another consideration was if it's necessary to bring forward a resolution to change code in the manual that has already been approved by ordinance. This version of the operating manual proposes language that allows the City Clerk to update the appendices only when those sections of code are amended by ordinance. Once the update is complete the Clerk would email Mayor and Council a link to the update manual for review and reference. All other changes would have to come before the Council for approval.

In spending time working with the Council Operating Manual I have come across things that seem like they might fit better in another section, language that is inconsistent with similar language in other sections, language that seems out dated, and language that appears to be left over from other amendments and no longer applies.

Also, after Mayor Castner took office and spent time reviewing the manual he provided some suggestions to be considered.

This memorandum includes line number references to help identify the amendments and the reason behind each one.

Line 19 is an edit suggested by Mayor Castner

Line 81 is language that carried over from a previous version, there is no longer a section 6.

Line 93 is a minor clerical edit

Line 106 clarifies who will preside over the meeting in the event both the Mayor and Mayor Pro Tem are absent.

Lines 112 through 125 clarifies the process for appointments to advisory bodies. The reference to the Economic Development Commission Appointment is something that carried over from a previous edition and is unnecessary language.

Lines 138-41 are moved to Line 369 with the other reference to liquor licenses process.

Line 145 was amended to delete the first section as it seems irrelevant 28 years later. The memo at the end identifies where the section came from if research is needed.

Line 152-154 was amended as the Mayor requested clarification regarding City Letterhead.

Line 179 was amended to correspond with Line 603 amendment changing the title of item 8

Line 185 is amended to strike reference to an attached format. In researching past manuals the last one I found that included an attached format was 1986.

Line 195 is amended to remove language relating to Finance verifying expenses etcetera. Travel reimbursements are addressed in the procurement manual and if Council feels it needs to be addressed in the manual an amendment can be made or it can be addressed in a future amendment.

Lines 199-220 Committee of the Whole are removed from this section and placed under General Agenda and Packet Distribution Information. Resolution 09-115(A) indicates this location and it seems to be more relevant under this heading.

Lines 222-227 are amendments to identify code sections that have been put into appendices and to allow the City Clerk to update the manual when an ordinance is adopted.

Lines 266, 339, and 1042 reference significant sections of code that were placed throughout the manual that have been moved to appendices for ease of reading, reference, and updating when City Code is amended.

Line 347 and 351 are amended to Presiding Officer as requested by the Mayor.

Lines 369 begins the liquor license information moved from line 138-141.

Line 546-549 are amended to be consistent with Public Comments starting on line 347. This language was adopted by Resolution 06-115(A)

Line 603 amends the title of Item 8 to better identify the section being used as one for a varying list of reports.

Line 608 is amended to allow some flexibility to include various reports as needed.

Lines 613 (end of) and 614 are deleted.

Line 619 -622 are amended to update old language that has carried over from previous editions of the manual.

Line 624-627 are amended to be consistent with amended to be consistent with Public Comments starting on line 347. This language was adopted by Resolution 06-115(A).

Lines 670-672 are amended at the request of the Mayor.

Line 677-680 language is deleted because after 27 years it seems irrelevant.

Lines 687-690 are amended to be consistent with Public Comments starting on line 347. This language was adopted by Resolution 06-115(A)

Lines 794 old language is deleted that has carried over from previous editions of the manual.

Line 1098 references and old process. Most of these manuals are available on line and can be accessed with iPads issued to Councilmembers.

Line 1107 Item D on line is not something the Clerk's Office maintains any longer.

Line 1127 is updated language

Lines 1131-1135 references old process. Most of these manuals are available on line and can be accessed with iPads issued to Councilmembers.

Line 1137 is added language to let Councilmembers know where they can find the Resource Materials listed.

Line 1269 begins the Appendices sections.

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

3 City Clerk/
4 **Mayor**

5 **RESOLUTION 19-012(S)**
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE COUNCIL’S OPERATING MANUAL REGARDING
9 TELEPHONIC PARTICIPATION, RE-ORGANIZING SECTIONS,
10 CLARIFYING LANGUAGE, AND ADDING APPENDICES FOR CITY
11 CODE EXCERPTS, **AND AMENDING POLICY DIRECTIVES UNDER**
12 **COUNCIL CONDUCT STATEMENT OF MAYOR AND COUNCIL AND**
13 **PUBLIC COMMENT/TESTIMONY TIME LIMITS .**
14

15 WHEREAS, Over the years sections of the Council Operating Manual have been
16 amended but weren’t carried through into other sections or were inserted in such a way that
17 created some discontinuity over time; and
18

19 WHEREAS, Ordinance 19-05(A) amends HCC 2.08.100-2.08.120 regarding telephonic
20 participation and those sections are also included in the Council Operating Manual; and
21

22 WHEREAS, Two large sections of city code are included in the body of the Council
23 Operating Manual and have been moved to appendices to improve the readability and make it
24 easier to amend the manual when those sections of code are amended; and
25

26 WHEREAS, Some sections have been reorganized so topics are located in one place in
27 the manual for ease of reference; and
28

29 WHEREAS, Some paragraphs have been deleted because they are no longer relevant or
30 processes have changed over time; and
31

32 WHEREAS, Language is included to allow the City Clerk to amend code sections in the
33 Council Operating Manual after they are adopted by ordinance without having to bring the
34 manual back for amendment by resolution; and
35

36 WHEREAS, All other amendments to the operating manual will still be required to come
37 before Council by resolution for approval; and
38

39 WHEREAS, The amendments are identified in Attachment A through strike outs for
40 items to be deleted and bold underline for new language or language that has been moved;
41 **and**
42

1 **POLICIES OF THE HOMER CITY COUNCIL (Attachment A)**

2
3 In 1983 the Homer City Council directed that policy directives be drafted to promote routine
4 handling of various categorical business practices. Personnel policies were amended in
5 accordance with policy directives dealing specifically with personnel matters and are found
6 in the City of Homer Personnel Regulations Manual. The balance of these policies are as
7 follows and will be updated regularly.

8
9 **General Statements**

10
11 The City of Homer is a first class general law city incorporated March 31, 1964. Homer has a
12 City Manager form of government.

13
14 Mayor and Council are elected officials. The Mayor is not a member of the Council and may
15 vote only in the case of a tie vote.

16
17 The Mayor of the City of Homer presides over meetings of the City Council, has the power to
18 veto action of the Council (which may be overridden with a 2/3 vote of the Council), and acts
19 in an official capacity ~~to~~ **through** the City Clerk.

20
21 The City Council is a body of six elected officials empowered by State Statute and Homer City
22 Code to represent the citizenry in decisions on their behalf. Four members of the Council
23 constitute a majority for quorum and voting purposes.

24
25 **Policy Directives**

26
27 Council Relations with Employees & Department Heads:

28
29 "The Council acts as a whole, not as individuals, when interacting with employees regarding
30 City business."

31
32 Council Relation with City Attorney

33
34 "Contact with the Attorney by individual Councilmembers is expected to be judicious, always
35 considering the fiscal impact. Specific information requested from the City Attorney by an
36 individual must be in writing to the City Attorney and copied to each Councilmember. Legal
37 opinions on sensitive, controversial, or potentially costly matters will be brought before the
38 full Council for action and should be in written form whenever possible. "Legal Opinions" are
39 defined as paper products and not intended to include advice/information provided verbally.
40 Legal opinions will be given to all members at the same time it is given to the individual
41 member."
42

43 "When more than one solicited legal opinion exists on the same subject, the City Attorney's
44 opinion overrides."

45

46 Council Conduct - Statement of Mayor and Council on Behalf of the City of Homer

47

48 "Statements of the Mayor and Council on behalf of the City are based on consensus and
49 resolve of the Council body and substantiated by official record."

50

51 Councilmember/Mayor Absences

52

53 "Every effort should be made to give advance notice of absences. Absences should be
54 coordinated in order to provide the highest possible attendance at Council Meetings."

55

56 City Council and Commission and Board Minutes

57

58 "It is a general consensus that the official record of proceedings, the minutes of City Council
59 and Commission meetings, will be in the "action" format which state clearly the subject
60 considered and the action. Points made in deliberation shall be reflected only. Individual
61 comments of the Council, Commissions and Board are summarized under "Council
62 Comments", "Commission Comments" or "Board Comments". Statements for the record are
63 prefaced with a directive that the comment "is for the record." Public Comments, Public
64 Testimony on Public Hearing Items and Audience Comments shall reflect the subject of the
65 comment or testimony, whether the commenter/testifier is for or against the subject of
66 his/her comments/testimony and shall reflect, in synopsis format, any historical perspective.
67 (Reso 06-115(A), 08/28/06).

68

69 Public Comment/Testimony and Audience Comment Time Limits for City Council,
70 Commission, and Board Meetings

71

72 The meeting chairperson shall note for the audience's benefit that there is a three minute
73 time limit each time there is a place in the agenda for public comment/testimony or audience
74 comments. Any individual wishing to address the City Council or any of its Advisory Bodies
75 shall adhere to a three minute time limit. It is the responsibility of the Chair to announce
76 under Public Comments, Public testimony on public hearing items and Audience Comments
77 that there is a 3 minute time limit. Time limits may be adjusted by the 2 minutes up or down
78 with the concurrence of the body in special circumstances only such as agenda content and
79 public attendance. (Reso 06-115(A), 08/28/06).

80

81 City Council and Commission, Board Agenda Guidelines

82

83 ~~Agenda and Meeting Conduct Guidelines are as illustrated in Section 6.~~

84

85 City Council Meetings

86

87 It is the policy of the City Council to avoid holding regular or special meetings on State and
88 Federal holidays. It is the custom of the Homer City Council to cancel the second regular
89 meeting in December.

90

91 Mayor Pro Tem

92

93 ~~HCC 2.08.080~~. At the first meeting of the Council following certification of the municipal
94 election each year, there shall be appointed a Mayor Pro Tempore, by majority vote of
95 Council, to act as Mayor during the Mayor's temporary absence or disability. **HCC 2.08.080**

96

97 The Mayor Pro Tem shall, in the absence of the Mayor, act as Mayor of the City of Homer as
98 though they themselves had taken the Oath of Office of Mayor with all duties, responsibilities
99 and power of the Office of the Mayor for the City of Homer, including agenda deadline and
100 review, appointments to boards and commissions, Mayoral Proclamations and Recognitions,
101 and other duties of the Mayor.

102

103 The Mayor Pro Tem, when acting in that capacity, does not lose the privilege or duty to
104 discuss and vote as Councilmember.

105

106 **In the event both the Mayor and Mayor Pro Tem are unable to preside, the most senior**
107 **member will serve as the Presiding Officer and assume the duties as identified for Mayor**
108 **Pro Tem.**

109

110 Appointment to Board & Commissions

111

112 ~~City Advisory board and commission appointments are made by the Mayor upon~~
113 ~~confirmation by the Council. **Members of Boards and Commissions are appointed by the**~~
114 ~~**Mayor and confirmed by City Council. (AS 29.20.320(b)** The Mayor will notify Council of~~
115 ~~vacancy and appointment at the next regular meeting if not sooner. Data information sheets~~

116

117 **Applications for appointment to board and commissions** will be on file in the City Clerk's
118 office for those considered for appointment. The Mayor will submit a list the names of those
119 considered to the City Council. Representation of a wide community cross-section is
120 desirable on the commissions and boards. Replacements for vacancies may be
121 recommended by the appropriate Commission or Board.

122

123 Appointment of a City representative on a board, commission, etc., that is not advisory to the
124 City is made by the Council. ~~Economic Development Commissioners are nominated by the~~
125 ~~Mayor and confirmed by the Council for appointment.~~

126

127 Orientation of New Councilmembers

128
129 "A general orientation to municipal government, Council conduct and expectations will take
130 place in close proximity to being sworn into office." The Mayor is responsible for providing
131 the orientation program.

132
133 Release of Telephone, Mailing Address and Location of City Council and Commissions

134
135 "It is the policy of the City of Homer to release all available information on any official unless
136 otherwise directed by the individual official."

137
138 New Liquor License Applications

139
140 ~~"All applications for new liquor licenses will be subject first to a public hearing, duly notified~~
141 ~~and that issuance of the license may be protested for cause pursuant to AS 4.11.480."~~

142
143 Fiscal Notes

144
145 ~~December 10, 1990 via, to begin January 1, 1991 e~~ Every action item on Council's Agenda is to
146 include both negative and/or positive financial impact. If a fiscal note is not required or not
147 applicable the action item is to be so marked. (Memorandum 90-239)

148
149 Use of City Letterhead

150
151 ~~"Any letter being sent out from the Council, using City letterhead, should first come before~~
152 ~~the Council." **Councilmembers should not distribute letters independently on City**
153 **letterhead. Letters sent on behalf of the City Council must come before the Council for**
154 **review and approval.**~~

155
156 Political Endorsement

157
158 "The Homer City Council takes no position in the endorsement of any political race." "Since
159 the Mayor is not a member of the voting body and is an elected official, there is nothing to
160 prohibit his using his title to endorse a political candidate."

161
162 Lobbying Activities

163
164 Pursuant to, the City Manager will create and deliver to Councilmembers' and the Mayor's
165 mailboxes an initial list of legislation and issues important to the City. (Reso 96-10)

166
167 Each Council member and the Mayor will choose the issue(s) and the bill(s) s/he wishes to be
168 responsible for and will indicate how much time s/he is willing to spend on those items.

169
170 Where necessary, City Council will develop formal, written positions on issues to be voted on
171 outside the CIP list.

172
173 When working with a contract lobbyist or lobbying on behalf of the City, the Mayor, City
174 Manager and Council will be guided by the above-mentioned process. Toward the end of the
175 session, when legislation moves quickly, the City Manager, Mayor or Council members
176 responsible for specific issues may draft a position document and send it to the appropriate
177 players. In that case, a hard copy of the transmittal will be distributed to Council, Mayor, and
178 City Manager immediately thereafter in their mailboxes, with a copy placed in Council
179 packets under Announcements/Presentations/~~Borough and Commission~~ Reports, thereby
180 ensuring public involvement. (Reso 06-54, 05/22/06).

181
182 Upon returning from travel on City business, including lobbying trips or other trips made on
183 behalf of the City, the City Manager, Council members and Mayor will file written reports for
184 inclusion in the next Council meeting packet under Announcements/Presentations/~~Borough~~
185 ~~and Commission~~ Reports using the attached format. ~~Each entry describing the activity and~~
186 ~~subject(s) discussed will be followed by a recommendation. In this way, Councilmembers,~~
187 ~~the Mayor, or the City Manager following up will have a clear direction to follow.~~ (Reso 00-08,
188 1/10/00; Reso 06-54, 05/22/06).

189
190 Each Councilmember, the Mayor, and City Manager are expected to share his/her lobbying
191 activities with the public in oral and written form under the agenda section marked
192 Announcements/Presentations/Borough and Commission Reports. (Reso 06-54, 05/22/06).

193
194 Travel Report Narratives are required for all travel and will be included under
195 Announcements/Presentations/Borough and Commission Reports. Finance verifies expenses
196 and prepares check, less advance, (if applicable) after receipt of check request from City
197 Clerk. (Reso 00-08, 01/10/00; Reso 95-78(A), 10/07/95).

198
199 Committee of the Whole

200
201 ~~The Committee of the Whole may meet prior to every Regular Council Meeting at 5:00 p.m. to~~
202 ~~not run past 5:50 p.m.~~

203
204 ~~This is a device to enable the full Council to give detailed consideration to a matter under~~
205 ~~conditions of freedom approximating those of a committee. The results of any votes taken~~
206 ~~are not the final action of the Council and are recommendations.~~

207
208 The Mayor shall be the presiding officer.

209
210 ~~No text may be altered in any agenda item for Council's Regular meeting; however,~~

211 amendments may be recommended.

212

213 ~~The agenda shall be noticed the same as a Council's Regular meeting. Only those matters on~~
214 ~~the noticed agenda shall be considered; however, other items not on the Council's Regular~~
215 ~~meeting agenda may be considered if the agenda item is received by the City Clerk no later~~
216 ~~than the Wednesday prior to the meeting. "Old business" shall be added to the Committee of~~
217 ~~the Whole agenda and shall be those items that are not on Council's Regular Meeting agenda~~
218 ~~and that were not discussed at the previous Committee of the Whole meeting due to~~
219 ~~insufficient time. (Reso 09 116(A), 11/23/09; Reso 03 118 08/25/03; Reso 01 24, 04/09/01; Reso~~
220 ~~01-08(S), 02/26/01).~~

221

222 **AMENDMENTS TO THE COUNCIL OPERATING MANUAL**

223

224 **Amendments to City Code that are adopted by Ordinance and are referenced in this**
225 **manual and in the Appendices will be updated by the City Clerk and will not be required**
226 **approved by resolution. All other amendments to the Council Operating Manual will be**
227 **approved by resolution.**

228

229

PROCEDURES

230

GENERAL INFORMATION - (HOW TO'S)

231

232 Introduction: Robert's Rules, Homer City Code (HCC) and Alaska State Statues (AS) govern
233 powers and operations of the Council. Title 29 specifically deals with municipalities;
234 however, other State Statutes can affect specific subjects of consideration. The following is a
235 quick reference for Councilmembers confronted with the first exposure as an elected
236 government official.

237

238 **ABSENCES** (To be excused from meeting)

239

240 By-laws for Council procedure provides that unexcused absences from three consecutive
241 meetings is adequate basis for declaring the seat vacant. Notification of intent to be absent
242 is the primary prerequisite to being excused.

243

244 Notification of future absences can be made at any Council meeting under Comments of the
245 Council.

246

247 Notification of absence between meetings is accomplished by advising the Mayor, City Clerk
248 or City Manager.

249

250 During opening remarks, the Mayor, or designated presiding officers declares the status of
251 any absence for the record.

252

253 Councilmembers may state objections to absences either when authorization for an absence
254 is required by a Councilmember or declared excused by the Mayor. HCC 2.08.040(l)(5).

255
256 **TELECONFERENCE (To participate telephonically)**

257
258 Mayor and Councilmembers may participate may attend a maximum of three meetings
259 telephonically during the twelve month period commencing November 1st of each year, with
260 the exception of executive sessions and hearings on an ethics charge.

261
262 Mayor or Councilmembers shall notify the City Clerk at least 5 days prior to the scheduled
263 time for the meeting their request to participate telephonically. The City Clerk will notify the
264 Mayor and Councilmembers of the request three days prior to the scheduled meeting time.

265
266 **Procedures regarding telephonic participation are attached in Appendix A and in HCC**
267 **2.08.100-2.08.120.**

268
269 **EXECUTIVE SESSION** - Call for...

270
271 State law pertaining to public agency meetings is applied in the absence of specific City
272 Code. AS 44.62.310(c)(1)-(3) state legal reason for executive sessions. The law is as follows:

273
274 "The following excepted subjects may be discussed in an executive session:

- 275 (1) Matters, the immediate knowledge of which would clearly have an adverse effect
276 upon the finances of the government unit;
277 (2) Subjects that tend to prejudice the reputation and character of any person,
278 provided the person may request a public discussion;
279 (3) Matters which by law, municipal charter, or ordinances are required to be
280 confidential."
281 (4) Confidential records, matters involving consideration of government records,
282 that by law are not subject to public disclosure. HCC 2.80.030
283 (5) Attorney-client privilege.
284 (6) Exemption for adjudicatory deliberations and decision-making.
285 (7) Organizational votes.

286
287 On the Council's Agenda only the Statute number and section are required to be listed as the
288 reason for Executive Session. The issue to be discussed is to be listed in parenthesis after the
289 reason for executive session.

290
291 This section is not applicable to quasi-judicial bodies, i.e. Boards of Adjustment.

292
293 A regular or special meeting may be recessed or adjourned to executive session. Future times
294 for executive sessions may be set by motion. A duly constituted, called meeting with a

295 quorum present is required for consideration of an executive session motion. Vote on the
296 motion is taken by roll call.

297
298 Any Councilmember, the Mayor or City Manager may place consideration of an executive
299 session on the agenda. When placed before agenda closing, the question is decided by 2/3
300 vote. Request falls under the By-Law requiring unanimous consent for additions or deletions
301 to the agenda.

302
303 During Executive Session:
304 (1) Stick to the issue
305 (2) No action; limited exceptions
306 (3) Decision-making in ad judicatory proceeding

307
308 Reconvene in public, make a statement, and take action if necessary. (Reso 03-140, 10/27/03;
309 Reso 01-61, 09/10/01).

310
311 **CONFLICT OF INTEREST** - When to Express

312
313 Council business may present a conflict. It is important to recognize and state the conflict,
314 immediately disqualifying yourself from participation. A conflict of interest is considered to
315 exist when the Councilmember has a substantial financial interest in the matter under
316 consideration. A Councilmember may move to disqualify another member if he does not
317 disqualify himself. It is recognized that from time to time local government officials cannot
318 avoid the circumstance of conflict of interest or appearance thereof. How these possible
319 conflicts are handled is of prime importance to the official and the municipality.

320
321 Key Steps are 1) notification of substantial financial interest which then leads to 2) Mayor or
322 Presiding Officer determination of whether financial interest is substantial.

323
324 Example: City Council Agenda Item - "Resolution to create an improvement district." A
325 potential conflict may exist, for instance, when a Councilmember owns property in an area
326 for which improvements would increase the value or development potential of the land.

327
328 (Notification): Councilmember Landowner states he/she is a property owner in the proposed
329 improvement district for which improvements would increase the value or may occur when
330 the proposed utilities are in place.

331
332 (Determination of Substantial Interest and Action): "I own property in this proposed
333 improvement. I, therefore request to be excused from participating in discussion of or voting
334 on this matter."

335
336 To abstain from voting without giving notice may be a disservice to the other

337 Councilmembers. An abstention counts as a negative vote (Robert's Rules of Order).

338

339 **All procedures regarding conflict of interest and code of ethics are attached in Appendix B**
340 **and in HCC Chapter 1.18 Conflicts of Interest, Partiality.**

341

342 **STANDARD OPERATING PROCEDURE - Motions**

343

344 Public Comment/Testimony and Audience Comment Time Limits for City Council,
345 Commission, and Board Meetings

346

347 The ~~meeting chairperson~~ **Presiding Officer** shall note for the audience's benefit that there is
348 a three minute time limit each time there is a place in the agenda for public
349 comment/testimony or audience comments. Any individual wishing to address the City
350 Council or any of its Advisory Bodies shall adhere to a three minute time limit. It is the
351 responsibility of the ~~Chair~~ **Presiding Officer** to announce under Public Comments, Public
352 testimony on public hearing items and Audience Comments that there is a 3 minute time
353 limit. Time limits may be adjusted by the 2 minutes up or down with the concurrence of the
354 body in special circumstances only such as agenda content and public attendance. (Reso 06-
355 115(A), 08/28/06).

356

357 Liquor Licenses - Application for new, renewal, or transfer of the liquor licenses within the
358 City are reviewed by the Council. The Alcoholic Beverage Control Board allows municipalities
359 the opportunity to protest all such applications before their final consideration and
360 disposition. Status of taxes is checked with the Borough and comment is solicited from the
361 Homer Department of Public Safety by the City Clerk's Office as standard course of action.
362 Any negative reports are stated in informational memoranda about the liquor license. Liquor
363 license applicants are notified of the report given to Council.

364

365 Liquor Licenses are normally placed on the consent agenda, and can be removed for
366 discussion by any Councilmember. The memoranda from the Clerk will clearly state a
367 recommendation to "approve", "object" or "voice no objection" to the action on the license.

368

369 **New Liquor License Applications - All applications for new liquor licenses will be subject**
370 **first to a public hearing, duly notified and that issuance of the license may be protested**
371 **for cause. AS 4.11.480.**

372

373 Games of Chance and Skill Permit - These permits are not transferable, so applications are
374 either new or for a renewal. Alaska Department of Revenue issues the permit. All permits
375 requiring acknowledgment of proof of filing shall be executed upon receipt by the City Clerk's
376 Office, with a Report Memorandum from the Clerk's Office through the City Manager under
377 the City Manager's Report. All permits requiring approval by the local government unit, shall
378 not be executed by the City Clerk until Council has taken action, generally via Consent

379 Agenda at a Regular Meeting. The memoranda from the Clerk will clearly state a
380 recommendation to "approve", "object" or "voice non objection". A simple motion for
381 approval or non objection of the permit advances the application to the State for issuance.
382 Protest is limited to the lack of qualification of the applicant. (Reso 96-110, 12/16/96)
383

384 Vacations of Right-of-Way - AS 29.40.070 governs dedication of right-of-way; vacation
385 thereof. The Council is allowed thirty days following the decision of the platting board to
386 veto that decision. No action on the agenda item constitutes approval. To disapprove, the
387 motion must be to "veto the vacation". This item is generally placed on the Consent Agenda.
388

389 **STATEMENTS/COMMENTS FOR THE RECORD:** Certain statements for the record are SOP; 1)
390 Councilmember qualifying potential conflict, Council." For other statements to be included
391 remarks are prefaced by the directive "For the Record...."
392

393 **APPEALS, COUNCIL AS BOARD OF ADJUSTMENT;** Occasionally the City Council convenes as
394 a Board of Adjustment on appeals from the Planning Commission. HCC 21.91 outlines
395 requirements and board procedures. Essentially, the Council becomes a quasi-judicial body
396 when hearing appeals. Discussion of appeals' subject matter with circumstance. Evidence
397 and testimony should be weighted on its own merit and only as it is presented in written or
398 oral form. No effort should be made to discuss the matter with staff or the parties involved.
399

400 **HOMER CITY COUNCIL**
401 **BYLAWS**
402

403 The following bylaws shall govern the procedures of the City Council of the City:
404

405 a. To abide by existing Alaska State laws pertaining to cities of the first class.
406

407 b. To abide by the current edition of Robert's Rules of Order insofar as this treatise is
408 consistent with these bylaws, other provisions of the Homer City Code, or unwritten standing
409 rules adopted by the City Council. In all other cases, bylaws, the code or the standing rule
410 shall prevail.
411

412 c. The Council's agenda format specified in the City of Homer City Council Operating Manual,
413 as the same may be amended from time to time, is incorporated herein by reference.

414 1. The manual may be revised with Council approval;

415 2. A copy of the manual shall be available to the public during regular business hours
416 at the Homer City Hall and be available during City Council meetings.
417

418 d. Regular Meetings.

419 1. Second and fourth Mondays of each month at 6:00 p.m., unless otherwise provided
420 by two-thirds vote of the City Council;

- 421 2. The agenda shall be provided to each Council member 36 hours prior to meeting, by
422 City Clerk;
423 3. Adding items to or removing items from the agenda will be by unanimous consent
424 of the Council;
425 4. Public notice of a regular meeting shall be made as provided in Chapter 1.14 HCC.
426

427 e. Special Meetings.

- 428 1. Called by Mayor or majority of the Council;
429 2. If a majority of members are given at least 36 hours' oral or written notice and
430 reasonable efforts are made to notify all members, a special meeting may be held at
431 the call of the presiding officer or at least one-third of the members;
432 3. Agenda shall be as per subsection (c) of this section;
433 4. Public notice of a special meeting shall be made as provided in Chapter 1.14 HCC.
434

435 f. Emergency Meetings.

- 436 1. By unanimous consent of quorum;
437 2. Required justifiable reason;
438 3. Informal agenda – limited to emergency;
439 4. Public notice shall be made as provided in Chapter 1.14 HCC.
440

441 g. Teleconference participation in meetings may be authorized pursuant to HCC 2.08.100
442 through 2.08.120.
443

444 h. Quorum – Voting. Four Council members shall constitute a quorum. Four affirmative votes
445 are required for the passage of an ordinance, resolution, or motion. A member of the Council
446 acting as Mayor Pro Tem shall not lose his vote as the result of serving in such office. The
447 Mayor is not a Council member and may vote only in the case of a tie. The final vote on each
448 ordinance, resolution, or substantive motion may be a roll call vote or may be done in
449 accordance with subsection (k) of this section (see AS 29.20.160(c)(d)).
450

451 i. Motions to Reconsider. A member of the Council who voted with the prevailing side on any
452 issue may move to reconsider the Council's action at the same meeting or at the next regular
453 meeting of the body. Notice of reconsideration shall be given to the Mayor or City Clerk within
454 48 hours from the time the original action was taken.
455

456 j. Abstentions. All Council members present shall vote unless abstention is required by law
457 (AS 29.20.160(d)).
458

459 k. Consensus. The Council may, from time to time, express its opinion or preference
460 concerning a subject brought before it to consideration. The statement, representing the will
461 of the body and a meeting of the minds of the members, may be given by the presiding officer
462 as the consensus of the body as to that subject without taking a motion and roll call vote.

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l. Vacancies. An elected municipal office is vacated under the following conditions and upon the declaration of vacancy by the Council. The Council shall declare an elective office vacant when the person elected:

1. Fails to qualify or take office within 30 days after his election or appointment;
2. Resigns and his resignation is accepted;
3. Is physically or mentally unable to perform the duties of the office as determined by two-thirds vote of the Council;
4. Is convicted of a felony or misdemeanor described in AS 15.56 and two-thirds of the members of the Council concur in expelling the person elected;
5. Misses three consecutive regular meetings unless excused;
6. Is convicted of a felony or of an offense involving a violation of the oath of office;
7. Is convicted of a violation of AS 15.13 concerning Alaska Public Offices Commission reporting requirements;
8. No longer physically resides in the municipality and the City Council by two-thirds vote declares the seat vacant; and
9. Is physically absent from the municipality for 90 consecutive days unless excused by the City Council.

m. Salaries of Elected Officials.

1. The Mayor and each Council Member shall be paid a stipend of \$75.00 for each council-meeting-day in which the person participates in person, or \$50.00 per council-meeting-day in which a majority of the person's participation time is telephonic. A council-meeting-day is any calendar day in which the person participates in any one or more of the following:
 - a. A scheduled and publicly noticed meeting of the City Council, including without limitation a regular meeting, special meeting, committee of the whole meeting and meeting in executive session.
 - b. A scheduled and publicly noticed meeting of the Board of Adjustment, Board of Ethics, or other board or commission that is composed of the Mayor and Council Members.
 - c. Training or continuing education programs, and work sessions, that are required by law or commonly recognized best practice to perform the duties of Mayor or Council Member.

The City shall not spend any funds for elected officials' membership in the Public Employees Retirement System. An elected official may not receive any other compensation for service to the City unless specifically authorized to do so by ordinance. Per diem payments or reimbursements for expenses are not compensation under this section.

[Ord. 17-01, 2017; Ord. 15-01(A), 2015; Ord. 10-51(A), 2011; Ord. 10-45, 2010; Ord. 09-54 § 1, 2009; Ord. 07-45(A)(S) § 4, 2007; Ord. 05-58(S)(A), 2005; Ord. 03-48(A), 2003; Ord. 01-30, 2001;

505 Ord. 99-17(A) § 2, 1999; Ord. 96-07(S)(A) § 1, 1996; Ord. 95-16(S), 1995; Ord. 92-28(S), 1992;
506 Ord. 91-12, 1991; Ord. 90-22, 1990. Code 1981 § 1.24.040].

507
508

509 **CITY COUNCIL AGENDA & MEETING CONDUCT GUIDELINES**

510

511 **1. CALL TO ORDER, PLEDGE OF ALLEGIANCE**

512

513 HCC 2.08.040(h) (Bylaws)

514

515 Four council members (quorum) is required.

516

517 Pledge of Allegiance will be said for all Regular and
518 Special Meetings.

519

520 **2. APPROVAL OF THE AGENDA**

521

522 The agenda closes at 11:00 a.m., Wednesday before the Council meeting. HCC
523 2.08.040(d)(3) requires unanimous consent of the Council to add (or remove)
524 business items from the agenda. Tentative agenda items, type of enactment and
525 subject only, need to be to the City Clerk by Thursday of the week proceeding
526 Council packet week. The final packet ready document(s) need to be to the City
527 Clerk as soon as possible prior to 11:00 a.m. on the Wednesday for packet review.
528 Any late agenda item not meeting the tentative agenda deadline and/or not
529 meeting the packet deadline shall be discussed with the Mayor by the submitter if a
530 Councilmember. All other late items, unless of an immediate nature, shall be
531 placed on the next tentative agenda. (Reso 03-84, 2003; Reso 03-81, 2003).

532

533 **3. MAYORAL RECOGNITIONS AND MAYORAL PROCLAMATIONS**

534

535 Mayoral recognitions and mayoral proclamations must be approved by the Mayor.
536 A request must be made timely for inclusion in the City Council packet. Official
537 action of the City Council is not taken under this agenda item. (Reso 16-122, 2016).

538

539 **4. PUBLIC COMMENTS REGARDING ITEMS ALREADY ON THE AGENDA**

540

541 No prior arrangement is required. The public may have unrestricted access to the
542 City Council for comments regarding matters already on the agenda with the
543 exception of matters listed under Public Hearings or questions on presentations
544 given under Visitors section of the agenda; these should be held until Comments of
545 the Audience. Those giving testimony are requested to preface remarks with their
546 name & address for the record. The Mayor will announce ~~provide time limitations~~
~~on presentations based on the volume of business before the Council.~~ **that there is**

547 **a 3 minute time limit. Time limits may be adjusted by the 2 minutes up or**
548 **down with the concurrence of the body in special circumstances only such as**
549 **agenda content and public attendance.** No official action will be taken by the
550 Council under this business item. Any comments regarding Board of Adjustment
551 hearings must be on procedure only. No comments that contain any argument or
552 new evidence are acceptable and are subject to being cut short by the Mayor
553 and/or Council.

554

555 5. **RECONSIDERATION**

556

557 When a Councilmember has issued notice of reconsideration on an item, the
558 reconsideration is acted upon at this point in the meeting. The Item to be
559 reconsidered is placed under Pending Business, Ordinances or Resolutions -
560 depending on the item.

561

562 6. **CONSENT AGENDA**

563

564 The following business items are appropriate for the consent agenda. These items
565 are acted upon by one motion for approval of the Consent Agenda. If discussion is
566 requested on an item that item may be removed from the Consent Agenda and
567 placed on the Regular Agenda.

568

- 569 1) Minutes approval
- 570 2) Liquor license renewals and transfers
- 571 3) Any gaming permit requiring approval of the local government unit.
- 572 4) Confirmation of Commission & Board Appointments
- 573 5) Resolutions (of a general nature required for normal business operations of the
574 City)
- 575 6) Requests to hold Executive Session. (Executive Session will typically be
576 conducted at the end of business, just prior to Audience Comments, unless the
577 Mayor calls for the Executive Session to be held at another point in the agenda.)
578 (Reso 03-140, 10/27/03).
- 579 7) Change Orders
- 580 8) Travel Authorization (Reso 00-08, 1/10/00).
- 581 9) Ordinance introduction and first reading and setting the public hearing date
582 and second reading date. (Reso 00-82, 8/28/00).

583

584 The Mayor or any Councilmember, whether a/the sponsor or not, may remove an
585 item and place that item on the Regular Agenda during the Tentative Agenda
586 period and up until the printing and distribution of the packet. The City Clerk shall
587 notify the sponsor(s) of said change. The Mayor and Council shall have agendas
588 with blank lines under Consent Agenda, Ordinances, New Business and Resolutions

589 for the purposes of keeping track of changes to the Consent Agenda, Ordinances,
590 New Business and Resolutions.

591
592 This format shall be utilized as much as it reasonable for the Standing Committees,
593 Committees, Task Forces and the like. (Reso 06-132, 09/25/06).
594

595 7. **VISITOR(S)**

596
597 These requests must be approved by the City Manager or Mayor. To be placed in the
598 visitors category, an outline, letter, or other descriptive material must be provided
599 (timely) for distribution in the City Council Packet. Official action of the City Council
600 is not taken under this agenda item. NO questions from the audience will be taken
601 until "Comments of the Audience"
602

603 8. **ANNOUNCEMENTS/PRESENTATIONS/ ~~BOROUGH, COMMISSION, & COMMITTEE~~**
604 **REPORTS**

605
606 Announcements are made from the council table (Council Members, Mayor or City
607 Manager). The Chair may be provided written information in advance of the
608 meeting to announce for non-Councilmembers, at the Chair's discretion. **Reports**
609 **may include, but are not limited to, Kenai Peninsula Borough Assembly report,**
610 **Advisory Body reports, Worksession and Committee of the Whole reports,**
611 **Mayor's report, Travel reports** may also be presented at this time. No action by
612 Council will be made here, although the Council may request a matter brought to
613 their attention in a report be placed on an agenda for a future meeting. ~~Travel~~
614 ~~Narrative Reports.~~ (Reso 00-08, 1/10/00).
615

616 9. **PUBLIC HEARINGS**

617
618 This agenda item is intended to provide for formal hearing testimony regarding
619 ordinances, resolutions, or as directed by the Chair or majority of City Council **other**
620 **items as outlined in Homer City Code.** Those giving testimony are requested to
621 preface remarks with their name and address for the record **if they are residents of**
622 **the City or outside city limits.**
623

624 Public Hearing testimony may be time limited by the Chair. **is limited to 3 minutes.**
625 **Time limits may be adjusted by the 2 minutes up or down with the concurrence**
626 **of the body in special circumstances only such as agenda content and public**
627 **attendance.** Council may make inquiries of those giving testimony. After the public
628 has finished testifying the City Council may take final action, including amendments,
629 on an Ordinance, provided that the public has been notified that such action may
630 occur at this time and shall follow the other procedures as outlined under Item 9.

631 (Reso 01-36, 06/11/01; Ord 01-18, 06/12/01).

632

633 10. **ORDINANCES**

634

635 For first and subsequent readings including the final reading of ordinances, and all
636 formal votes on motions of amendment, adoption or other disposition of
637 ordinances. Votes are taken by roll call. Placement of an ordinance is limited to the
638 City Manager, Mayor or Council Members. However, introduction/first reading of
639 Ordinances and setting of public hearing may be placed on the Consent Agenda.
640 Ordinances may be postponed at introduction or subsequent readings to the next
641 regular or special meeting.

642

643 Editing form for Ordinances: Deletions are characterized strike over and may be in
644 brackets. Additions are characterized by bold lettering and underlining.

645

646 Sponsors, authors, Directed by Council or Requested by staff may be placed at the
647 top of the Ordinance. (Reso 01-36, 06/11/01; Ord 01-18, 06/12/01).

648

649 11. **CITY MANAGER'S REPORT**

650

651 The Manager or his designee reports to the City Council. Questions and answers
652 between the Council and Manager are appropriate. Official action is not taken by the
653 Council under this agenda item. A monthly report will be provided in the Council
654 informational packet.

655

656 12. **PENDING BUSINESS**

657

658 Access is limited to the City Manager, Mayor and members of the City Council.
659 Requests for items to be placed on agendas at Council meetings for future council
660 agendas will be subject to vote of the City Council. Voice vote or roll call vote will
661 constitute action of the City Council. Reference HCC 2.08.040(h) for By-law
662 provisions.

663

664 13. **NEW BUSINESS**

665

666 The same provisions as under pending business apply here.

667

668 14. **RESOLUTIONS**

669

670 A City Council Member, Mayor, ~~or~~ City Manager or the City Clerk ~~can~~ may direct that
671 submit a resolution appear to be placed on the agenda for Council consideration.
672 Notation of sponsor ~~can~~ shall appear on the face of the resolution. Formal action of

673 the Council will be by roll call vote. HCC 2.08.040(h).
674 Sponsors, authors, Directed by Council or staff may be placed at the top of the
675 Resolution.

676
677 ~~Council Training & Informational Materials~~

678
679 ~~Deleted from the Packet by Council consensus and signing of a Memorandum by the~~
680 ~~Councilmembers on June 8, 1992. Also noted was that b~~ Backup up materials of any
681 kind are not required in consecutive packets provided a reference sheet is submitted
682 with the item denoting the backup materials previously submitted.

683
684 15. **COMMENTS OF THE AUDIENCE**

685
686 Members of the audience may address the City Council at will on any subject whether
687 or not on the agenda. The Mayor ~~may time limit remarks~~ **will announce that there**
688 **is a 3 minute time limit. Time limits may be adjusted by the 2 minutes up or**
689 **down with the concurrence of the body in special circumstances only such as**
690 **agenda content and public attendance.**

691
692 16. **COMMENTS OF THE CITY ATTORNEY**

693
694 Reserved for Comments of the City Attorney. Action of the Council is not taken here.

695
696 17. **COMMENTS OF THE CITY CLERK**

697
698 Reserved for comments of the City Clerk. Action of the City Council is not taken here.

699
700 18. **COMMENTS OF THE MANAGER**

701
702 Reserved for comments of the City Manager. Action of the City Council is not taken
703 here.

704
705 19. **COMMENTS OF THE MAYOR**

706
707 Reserved for comments, reports, or notification of the Mayor. No Council action is
708 taken here.

709
710 20. **COMMENTS OF THE COUNCIL**

711
712 Each Council Member may comment regarding any subject whether or not on the
713 agenda. This is an appropriate place to note or bring to the attention of the Mayor,
714 Council and Administration any miscellaneous business or point of interest.

715 Miscellaneous announcements, notifications of absence from future Council
716 meetings, and requests for items to appear on the agenda, are other areas
717 appropriately covered.

718

719 Notice of reconsideration may be given, re: 2.08.040(i).

720

721 **21. ADJOURNMENT/NOTICE OF NEXT REGULAR MEETING**

722

723 Meetings will be concluded by or recessed by midnight, unless Council votes to
724 suspend the rules. The balance of any business will be held over until call of the
725 Chair. Notice of the next regular, and/or special meeting will appear on the agenda
726 following "adjournment". (Reso 18-082 & 18-083, Reso 10-73, 09/13/10; Reso 00-82,
727 08/28/00; Reso 00-08, 01/10/00; Reso 98-58, 07/13/98).

728

729 The Regular Agenda format for all advisory bodies of the City Council shall utilize the
730 following basic agenda format:

731

732 NAME OF BODY	DATE OF MEETING
733 PHYSICAL LOCATION OF MEETING	DAY OF WEEK AND TIME
734 HOMER, ALASKA	OF MEETING
	MEETING ROOM

735

736

737

REGULAR MEETING
AGENDA

738

739

740

- 740 1. CALL TO ORDER
- 741 2. APPROVAL OF AGENDA
- 742 3. MAYORAL RECOGNITIONS AND MAYORAL PROCLAMATIONS
- 743 4. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA.
744 (3 MINUTE TIME LIMIT)
- 745 5. RECONSIDERATION
- 746 6. APPROVAL OF MINUTES or CONSENT AGENDA
- 747 7. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not
748 comment on the visitor or the visitor's topic until audience comments.) No action
749 may be taken at this time.
- 750 8. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS
751 (Chair set time limit not to exceed 5 minutes.)
- 752 9. PUBLIC HEARING (3 MINUTE TIME LIMIT)
- 753 10. PLAT CONSIDERATION (Planning Commission only)
- 754 11. PENDING BUSINESS or COMMISSION BUSINESS
- 755 12. INFORMATIONAL MATERIALS
756 (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED
757 ONLY)
- 758 13. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS,

- 759 THEY MAY BE DISCUSSED ONLY)
760 14. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
761 15. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time
762 in the agenda.)
763 16. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
764 17. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE
765 COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
766 18. COMMENTS OF THE COMMISSION
767 19. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR _____ note
768 any worksessions, special meetings, committee meetings etc. All meetings
769 scheduled to be held in the Homer City Hall Cowles Council Chambers located at
770 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for
771 the Conference Room)

772
773 Contact info for the department constructing the agenda. Example: City Clerk’s Office,
774 clerk@ci.homer.ak.us. 235-3130.

775
776 Audience Participation – Audience comments are acceptable when invited by a
777 Councilmember or the Mayor. Audience comments as an agenda item is provided so that
778 anyone wishing to speak to the Council may do so without prior arrangement. The Mayor may
779 limit the time for “Comments Upon Matters Already on the Agenda or Audience Comments.”
780 Comments are generally limited to 3 minutes per person unless authorization to speak
781 longer is granted by Council action. (Reso 06-54, 05/22/06).

782
783 BASIC TIME LIMIT (Public Comments, Public Hearing Testimony and Audience Comments.)
784 Comments are limited to three minutes per person per issue unless authorization to speak
785 longer is granted by Council action. In the interest of time, the Council has found it necessary
786 to place a time limit. It may be desirable to have one spokesperson for special interest
787 groups making a statement to the Council. (Reso 06-54, 05/22/06).

788
789 Any person making personal, impertinent, threatening or slanderous remarks or who shall
790 become boisterous while addressing the Council, shall be forthwith, by the presiding officer
791 barred from further audience at the meeting before the Council, unless permission to
792 continue be granted by a majority vote of the Council.

793
794 ~~This is item m. of the Council's ByLaws.~~ Any Councilmember may rise to a Point of Order
795 regarding this issue.

796
797 **GENERAL AGENDA AND PACKET DISTRIBUTION INFORMATION**

798
799 **Regular City Council Meetings**

800
801 Tentative Agendas

- 802
803 1. Tentative and Preliminary agenda items, type of enactment and subject only, need to be to
804 the City Clerk by Thursday of the week proceeding Council packet week.
805
806 2. The final packet ready document needs to be to the City Clerk as soon as possible prior to
807 11:00 a.m. on the Wednesday prior to the Council meeting for packet review.
808
809 3. Any late agenda item not meeting the tentative agenda deadline and/or not meeting the
810 packet deadline shall be discussed with the Mayor by the submitter, if a Councilmember.
811 4. All other late items, unless of an immediate nature shall be placed on the next tentative
812 agenda.

813
814 **Agenda**

- 815
816 1. Agenda closes at 11:00 a.m., Wednesday preceding the meeting. Allowances will be
817 made for holidays. (Reso 03-81, 05/27/03).
818
819 2. The City Manager, Mayor and City Clerk review the agenda at 11:00 a.m. on Wednesday,
820 preceding the meeting. (Reso 03-81, 05/27/03).
821
822 3. Informational packets are available for pick up and on the City's website usually on
823 Thursdays at 5:00 p.m. but no later than 5:00 p.m. on the Friday preceding the regular
824 meeting. Packets will be posted on the City's website and placed in the Council's mail boxes
825 if requested.
826
827 4. Items may be added or removed from the agenda by unanimous consent of the Council.
828

829 **Special City Council Meeting**

830
831 Called and agendas established by the Mayor or four (2/3) City Councilmembers. Adequate
832 notice must be given to provide for materials preparation and delivery of meeting notice
833 thirty-six (36) hours prior to the meeting.
834

835 **Emergency City Council Meeting**

836
837 By unanimous consent of quorum, four Councilmembers, requires justifiable reason, informal
838 agenda - limited to emergency, public notice as soon as possible and repeated at least two
839 times prior to meeting.
840

841 **Worksessions, Special Meetings, and Executive Sessions**

842

843 May be called at any time, including beginning at 4:00 p.m. and ending not later than 5:50
844 p.m. before a Regular Council Meeting, with proper notice to the public. The agenda and
845 packet information may be handed out at the worksession depending on the nature of the
846 session. No formal action may be taken. May be called by Mayor or four Councilmembers.
847 Public notice requirements are relaxed but should be at least broadcast as soon as possible
848 and repeated at least two additional times prior to the session. Reference: HCC 1.14.

849

850 **Committee of the Whole**

851

852 **The Committee of the Whole may meet prior to every Regular Council Meeting beginning**
853 **at 5:00 p.m. and ending not later than 5:50 p.m. when scheduled worksessions do not**
854 **exceed 4:50 p.m. This is a device to enable the full Council to give detailed consideration**
855 **to a matter under conditions of freedom approximating those of a committee. The**
856 **results of any votes taken are not the final action of the Council and are**
857 **recommendations. The Mayor shall be the presiding officer. No text may be altered in**
858 **any agenda item for Council's Regular meeting; however, amendments may be**
859 **recommended.**

860

861 **The agenda shall be noticed the same as a Council's Regular meeting. Only those**
862 **matters on the noticed agenda shall be considered; however, other items not on the**
863 **Council's Regular meeting agenda may be considered if the agenda item is received by**
864 **the City Clerk no later than the Wednesday prior to the meeting. "Old business" shall be**
865 **added to the Committee of the Whole agenda and shall be those items that are not on**
866 **Council's Regular Meeting agenda and that were not discussed at the previous**
867 **Committee of the Whole meeting due to insufficient time. (Reso 09-116(A), 11/23/09;**
868 **Reso 03-118(A), 08/25/03; Reso 01-24, 04/09/01; Reso 01-08(S), 02/26/01).**

869

870 **CODE OF ETHICS**

871 **PURPOSE.**

872 The proper functioning of democratic government requires ethical behavior by public
873 officials. Ethics involves the commitment to take individual responsibility in creating a
874 government that has the trust and respect of its citizens. The purpose of this section is to set
875 reasonable standards of conduct for elected city officials and appointed advisory
876 commissioners and boardmembers so that the public may be assured that its trust in such
877 persons is well placed and that the officials themselves are aware of the standards of conduct
878 demanded of persons in like office.

879 However, recognizing that Homer is a small community, with a limited number of people
880 interested in serving as community leaders, it is not the intent of this section to set
881 unreasonable barriers that will serve only to deter aspirants from public service.

882 This section is also intended to establish a process which will ensure that complaints or
883 inquiries regarding the conduct of elected city officials and appointed advisory
884 commissioners and boardmembers are resolved in the shortest practicable time in order to
885 protect the rights of the public at large and the rights of the elected or official, or appointed
886 advisory commissioners and boardmembers.

887 The Council intends this code to be interpreted to promote fair, honest, and impartial
888 dealings with members of the public, to ensure proper use of city resources, and to avoid
889 conflicts of interest. It is the intent of the Council that nothing in this section be interpreted to
890 create a private cause of action against an elected official or appointed advisory
891 commissioner or boardmember.

892 **DEFINITIONS.**

893 As used in this section.

894 "Engaging in business" or "engage in business" means submitting a written or oral proposal
895 or bid to supply goods, services or other things of value, or furnishing goods, services or other
896 things of value, for consideration or otherwise entering into any contract or transaction with
897 the city including but not limited to the lease, sale, exchange or transfer of real or personal
898 property.

899 "Financial interest" means a direct or indirect pecuniary or material benefit accruing to a city
900 official or appointed advisory commissioner or boardmember as a result of a contract or
901 transaction by or with the city except for such contract or transactions which by their terms
902 and by substance of their provisions confer the opportunity and right to realize the accrual of
903 similar benefits to all other persons and/or property similarly situated. A financial interest
904 does not include city paid remuneration for official duties. A person has a financial interest in
905 a decision if a substantial possibility exists that a financial interest of that person might vary
906 with the outcome of the decision. A financial interest of an official includes:

- 907 1. Any financial interest of a member of that person's immediate family;
908 2. Any financial interest in an entity in which that person or a member of his immediate family
909 has an ownership interest, or is a director, officer or employee;
910 3. Any financial interest of a person or entity with whom the official, or a member of his
911 immediate family or an entity described in subparagraph 2 of this subsection has or is likely
912 to acquire a contractual relationship relating to the transaction in question.

913 "Gratuity" means a thing having value given voluntarily or beyond lawful obligation.

914 "Immediate family" of a person means anyone related to that person by blood or current
915 marriage, or adoption in a degree up to and including the fourth degree of consanguinity or
916 affinity, or any relative or non-relative who lives in that person's household.

917 "City official" or "official" means the Mayor, Councilmember, advisory Commissioner or
918 Boardmember under the ordinances of the city, or who is a member of a committee or task
919 force of the city.

920 "Official act" or "action" means any legislative, administrative, appointive or discretionary
921 act of any officer of the city or any committee or commission thereof.

922 "Organization" means any corporation, partnership, firm or association, whether organized
923 for profit or non-profit.

924 "Political activity" means any act for the purpose of influencing the nomination or election of
925 any person to public office, or for the purpose of influencing the outcome of any ballot
926 proposition or question. Informing the public about a ballot proposition or question without
927 attempting to influence the outcome of the ballot proposition or question is not political
928 activity.

929 **PROHIBITED ACTS.**

930 Official Action. A city official shall not participate in any official action in which he has a
931 financial interest. An official who is a voting member of the council, a commission, or other
932 agency shall identify any financial conflicts of interest in accordance with (the ordinance
933 regarding conflict of interest).

934 Business Prohibition. No official may engage in business with the city when that person has
935 had substantial involvement in planning, recommending or otherwise supporting the project
936 or transaction in issue. No official shall attempt to influence the city's selection of any bid or
937 proposal, or the city's conduct of business, in which the official has a financial interest. Newly
938 elected or appointed officials who have pre-existing contracts with the city may fulfill the
939 terms and conditions of such contracts without penalty.

940 Use of Office for Personal Gain. No official shall seek or hold office or position for the purpose
941 of obtaining anything of value for himself, his immediate family or a business that he owns or
942 in which he holds an interest or for any matter in which he has a financial interest. This
943 prohibition shall not apply to the receipt of authorized remuneration for the office or
944 position.

945 Inappropriate Use of Office Title/Authority. No official, elected or appointed, shall use the
946 implied authority of their position for the purposes of unduly influencing the decisions of
947 others, or promoting a personal interest within the community. Councilmembers will refrain
948 from using their title except when duly representing the city in that capacity. Unless duly
949 appointed by the

950 Mayor and/or Council to represent the interests of the full council, councilmembers shall
951 refrain from implying their representation of the whole by the use of their title.

952 Representing Private Interests. No official shall represent, for compensation, or assist those
953 representing private business or personal interests before the city council, administration, or
954 any city board, commission or agency. Nothing herein shall prevent an official from making
955 verbal or written inquiries on behalf of constituents or the general public to elements of city
956 government or from requesting explanations or additional information on behalf of such
957 constituents. No official may solicit a benefit or anything of value or accept same from any
958 person for having performed this service.

959 Confidential Information. No official may disclose information he knows to be confidential
960 concerning the property, government, or affairs of the city unless authorized or required by
961 law to do so.

962 Outside Activities. An official may not engage in business or accept employment with, or
963 render services for, a person other than the city or hold an office or position where that
964 activity or position is incompatible with the proper discharge of his city duties or would tend
965 to impair his independence of judgment in performing his city duties. This prohibition shall
966 include but not be limited to the following activities:

967 1. A person who holds an appointed city office shall not be eligible for employment with the
968 city, during their term of office, in the department that the appointed commission has
969 jurisdiction over until one year has elapsed following the term of appointment. An exception
970 may be made with the approval of the city council.

971 2. A person who holds or has held an elective city office shall not be eligible for appointment
972 to an office or for employment with the city until one year has elapsed following the term for
973 which he was elected or appointed. An exception may be made with the approval of the city
974 council.

975 Gratuities. No official shall accept a gratuity from any person engaging in business with the
976 city or having a financial interest in a decision pending with the city. No official shall give a
977 gratuity to another official for the purpose of influencing that person's opinion, judgment,
978 action, decision or exercise of discretion as a city official. This subsection does not prohibit
979 accepting:

- 980 1. A meal;
- 981 2. Discounts or prizes that are generally available to the public or large sections thereof;
- 982 3. Gifts presented by employers in recognition of meritorious service or other civic or public
983 awards;
- 984 4. A candidate for public office accepting campaign contributions;
- 985 5. An occasional non-pecuniary gift insignificant in value;
- 986 6. Any gift which would have been offered or given to him if he were not an official.

987 Use of City Property. No official may request or permit the use of city vehicles, equipment,

988 materials or property for non-city purpose, including but not limited to private financial gain,
989 unless that use is available to the general public on the same terms or unless specifically
990 authorized by the city council.

991 Political Activities, Limitations of Individuals. Appointed officials may not take an active part
992 in a political campaign or other matter to be brought before the voters when on duty.
993 Nothing herein shall be construed as preventing appointed officials from exercising their
994 voting franchise, contributing to a campaign or candidate of their choice, or expressing their
995 political views when not on duty or otherwise conspicuously representing the city.

996 Political Activity, Limitation on City Government. The city may prepare and disseminate
997 general, objective information about the issues to be voted on in local elections. Such
998 material shall be devoid of biased statements or slant and, where appropriate, may contain
999 pro and con statements of equal weight and value.

1000 Influencing Another Council Member's Vote. A city council member may not attempt to
1001 influence another council member's vote or position on a particular item through contact
1002 with a city council member's employer or by threatening financial harm to another city
1003 council member.

1004

1005 **BUSINESS DEALINGS WITH CITY.**

1006

1007 Before a city official or an organization or entity in which the official has a financial interest,
1008 engages in business with the city, the official shall file with the city clerk a statement, under
1009 oath, setting forth the nature of such business dealings and his interest therein, not less than
1010 ten days before the date when official action may be taken by the council or by any officer,
1011 commission or other agency of the city upon the matter involved. If all other provisions of this
1012 section are complied with, the statement shall be sufficient for continuing transactions of a
1013 similar or like nature for one year from the date of its filing. However, if an official has violated
1014 any of the provisions of this section, he shall be precluded from dealing with the city on that
1015 particular matter.

1016 Upon taking office, or upon subsequently acquiring the interest, and official shall file with the
1017 city clerk a statement disclosing any financial interests of the official in an organization
1018 engaging in business with the city.

1019

1020 **PUBLIC DISCLOSURE.**

1021

1022 a. Each city official must annually file a conflict of interest disclosure using forms
1023 substantially the same as the following selected schedules from the Alaska Public Offices
1024 Commission Public Official Financial Disclosure Statement: Schedules B (business interests),
1025 C (real property interests / rent to own), E (the portion relating to natural resource leases
1026 only), F (government contracts and leases) and G (close economic associations). The city

1027 clerk shall provide the forms to each city official. The city clerk may make such alterations to
1028 the forms as may be necessary to make them applicable to the city and city officials.

1029 b. The annual disclosures must be filed by November 1 each year. A newly appointed
1030 official must file a disclosure within 30 days of taking office. Each candidate for elected city
1031 office must file a disclosure at the time he or she files a declaration of candidacy, except an
1032 incumbent seeking reelection with a current disclosure on file. Refusal or failure of a
1033 candidate to file the required disclosure before the end of the time period for filing
1034 declarations of candidacy shall require that the candidate's declaration of candidacy be
1035 rejected and the candidate disqualified.

1036 c. The disclosures must be true, correct and complete and shall be signed under
1037 oath or affirmation, or certified to be true under penalty of perjury.

1038 d. The disclosures shall be filed with the city clerk and shall be open to public
1039 inspection and copying at the office of the city clerk. The disclosures will not be sent to the
1040 Alaska Public Offices Commission. (Ord 07-35(A-2), 10/23/07).

1041
1042 **All procedures regarding code of ethics are attached in Appendix C and in HCC Chapter 1.19**
1043 **Board of Ethics.**

1044

1045 **NOTICE**

1046 ADDRESSING THE CITY COUNCIL

1047
1048 In order to address the City Council, please:

- 1049
- 1050 1. Mayor will call for public comments as appropriate on the agenda.
 - 1051 1052 2. Take the public testimony place in front of the Council table, print your name on the sign in sheet, also
1053 address and indicating whether you are a resident of the City.
 - 1054 1055 3. Address the Council as a body.

1056 PUBLIC COMMENTS

1057
1058 There are four places on the agenda where citizens may address the Council.

- 1059
- 1060 1. **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**, Item 3. This item is on the agenda so
1061 you may speak on any item on the agenda, unless the matter is listed under Public Hearings or Visitors.
1062 The Mayor will provide time limitations on presentations based on the volume of business before the
1063 Council. Changes to the agenda occur just before this item, so if any item is removed you may not
1064 address it here; if an item is added, you may. When in doubt, clarify with the Chair. (Mayor or Mayor Pro
1065 Tem)
 - 1066 1067 2. **PUBLIC HEARINGS**, Item 9. Public Testimony is taken on any of the matters listed under the public
1068 hearing portion of the agenda. Agendas and public hearing information are available at the table in
1069 back of the Council Chamber. Public Hearing testimony may be time limited by the Mayor.
 - 1070 1071 3. **VISITORS**, Item 7. This place is for presentations previously arranged with the City Clerk, approved by the
1072 Mayor and listed on the agenda. Comments on a visitor's presentation by the audience is restricted to
1073 Item 15, Comments of the Audience.
 - 1074 1075 4. **COMMENTS OF THE AUDIENCE**, Item 15. You may address the Council regarding any matter at this point.
1076 The Mayor may time limit remarks.

1077
1078 **TIME LIMITATIONS:** Public comments are limited to no more than 3 minutes per person, per issue unless
1079 authorization to speak longer is granted by Council action. The Mayor may limit the time for public comments,
1080 public testimony and Audience Comments. In the interest of time, it may be desirable to have one
1081 spokesperson for special interest groups making a statement to the Council.

1082 **WRITTEN MATERIAL TO COUNCIL:** Written material presented to Council on the night of the meeting should
1083 also be given to the City Clerk to be added to the record.

1084 **RECORDING:** This meeting is being recorded and amplified. Please speak up so that a clear recording of your
1085 comments can be made and others can hear you.

1086 **BOARD OF ADJUSTMENT** HCC 21.93.510(a) restricts the Council when sitting as a Board of Adjustment from
1087 considering allegations of new evidence or changed circumstances and shall make its decision based solely on
1088 the record as prepared by the Clerk.

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1090
1091 THANK YOU, YOUR INPUT IS VALUABLE.

RESOURCE MATERIALS

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~~After a Councilmember has been sworn in the City Clerk's Office will issue the following items of reference to them:~~

- ~~A.~~ A. Homer City Code
- ~~B.~~ B. City of Homer Personnel Regulations
- ~~C.~~ C. Alaska Statutes, Title 29
- ~~D.~~ ~~Elected Officials Handbook~~
- ~~E.~~ **D.** City of Homer Directory
- ~~F.~~ **E.** Comprehensive Plan
- ~~G.~~ **F.** City of Homer Procurement Policy
- ~~H.~~ **G.** Current Calendar Year - Line Item Budget
- ~~I.~~ **H.** Parliamentary Procedure at a Glance
- ~~J.~~ **I.** Five Year Capital Improvement Plan
- ~~K.~~ **J.** Comprehensive Financial Statement
- ~~L.~~ **K.** A.M.L. Elected Officials Handbook
- ~~M.~~ **L.** COUNCIL'S OPERATING MANUAL, NEWEST VERSION
- ~~N.~~ **M.** ~~OPEN MEETINGS ACT BOOKLET, BY GORDON TANS~~ **LEGAL ISSUES FACING THE HOMER CITY COUNCIL AND HOMER'S COMMISSIONS AND BOARDS, BY HOLLY WELLS**

~~Upon expiration of term, please return these items to the City Clerk's Office so they may be updated and re-issued to the newly elected official.~~

~~A wealth of resource information, reports, studies, and city historical information is available at the City Hall Library. Contact the City Clerk's Office for assistance.~~

Resource materials are available on the City of Homer webpage. Councilmembers may

1138 request copies from the City Clerks Office.

1139
1140
1141 **Homer City Council**
1142 **Tablet Usage Policy**
1143

1144 **1. Purpose**

- 1145 a. The City of Homer recognizes that the use of digital communications has
1146 become necessary to conduct official business. This policy strives to ensure
1147 that the Mayor and Council Members are able to be issued a device which will
1148 enable them to utilize digital communications in a manner consistent with
1149 their role as an elected official and applicable law.

1150
1151 **2. Ownership**

- 1152 a. One tablet computer and accessory package (tablet) will be issued to the
1153 Mayor and each member of Council. Tablets issued under this policy will
1154 remain the property of the City of Homer. The Mayor and members of Council
1155 will have no ownership, interest, or right to title of the tablet.
1156 b. Each recipient issued a tablet is responsible for the security and care of that
1157 tablet, regardless of where the tablet is used.
1158 c. All tablets will be covered by a hardware warranty and supplemental support
1159 plan through the manufacturer or a third party. The exact details of the
1160 coverage and remaining term will be outlined on the equipment receipt form.
1161 d. Upon vacating elected or appointed seat, each tablet recipient will ensure that
1162 their tablet is returned to the City Clerk, who will ensure that the tablet
1163 reimaged and will reissue the unit to the next holder of that seat.
1164

1165 **3. License Agreements**

- 1166 a. The City of Homer is the sole licensee of the software included with the tablet.
1167 Any copying, modification, merging, or distribution of the software by the
1168 recipient, including written documentation, is prohibited. The recipient is
1169 responsible for complying with any and all hardware, software and service
1170 provider licensing agreements, terms of use, and applicable state and federal
1171 copyright and other intellectual property protections. Violation of any such
1172 licenses, terms, or laws shall constitute a violation of this policy.
1173

1174 **4. Liability**

- 1175 a. Recipients are responsible for all material sent by and/or stored on the tablet
1176 issued to them which they will knowingly and intentionally send or
1177 store/install. Recipients accept responsibility for keeping their tablet free from
1178 all inappropriate or dangerous files.

1179 b. The City of Homer is not liable for any inappropriate material sent by and/or
1180 stored on tablets issued under this policy outside of the scope of use expected
1181 by a city official.
1182

1183 **5. Email Usage**

1184 a. The recipient of a device under this policy agrees to conduct all email
1185 communications which are stored on this device through their assigned City
1186 email account. All emails sent through the City’s email system are archived
1187 and retained by the City in a manner consistent with the City’s Record
1188 Retention Policy.
1189 b. Syncing personal email accounts to the issued device, other than the
1190 recipient’s assigned City email account, is prohibited.
1191

1192 **6. Acceptable Use**

1193 a. The City of Homer only authorizes use of its tablets in a manner that supports
1194 the recipient’s role as an elected official of the City.
1195 b. The device may only be used for limited personal use; that does not interfere
1196 with the ability of the device to be used for official intended purposes.
1197 c. Use of the tablet for any political use including but not limited to campaigning
1198 is expressly forbidden.
1199

1200 **7. Privacy**

1201 a. All communications made via devices covered under this policy are subject to
1202 disclosure under the Open Records Act or for litigation purposes unless a
1203 privilege or exception exists that justify withholding the records.
1204

1205 **8. Installation of applications**

1206 a. The installation of applications is limited to applications that are consistent
1207 with the terms listed in this policy and are available through the tablet’s
1208 application store.
1209 b. Applications will only be licensed and installed by the Information Technology
1210 Manager and his staff.
1211 c. Modification of the tablet’s operating system to allow installation of
1212 applications not approved by the manufacturer and/or not available through
1213 the “application store” is prohibited.
1214 d. Applications for personal use that do not interfere with city use may be
1215 allowed by the IT Manager on a case by case basis.
1216

1217 **9. Care of the Device**

1218 a. Recipients are responsible for the general care of the device issued under this
1219 policy. The tablet must remain free of any writing, drawing, stickers, or labels

1220 that are not property of the City. Only a clean microfiber cloth, like what is
1221 used to clean eyewear, should be used when cleaning the screen.
1222

1223 **10. Loss and Damage**

- 1224 a. Recipients of tablets under this policy are encouraged to keep the device safe
1225 and in good working order. If a user demonstrates extreme negligence with a
1226 device, or loses a replacement device within 18 months of being issued a
1227 replacement, then he or she shall be financially responsible for the cost of the
1228 replacement.
- 1229 b. Loss of or damage to a City of Homer tablet and/or accessory must be reported
1230 immediately to City staff.
- 1231 c. Recipients must not modify, upgrade, or attempt to repair tablets and/or
1232 accessories issued under this policy without the express permission of the City
1233 of Homer Information Technology Manager. All repairs must be made through
1234 the provided protection plan. Repairs not covered by the supplied protection
1235 plan which are determined to be caused by negligence, shall be covered by the
1236 recipient. (Reso 13-035(A), 04/08/13).

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Homer City Council
Off-site Equipment Receipt

I _____ agree and understand that I have received the below listed equipment in good working order.
I acknowledge having received, read, and understood the Homer City Council Tablet Use Policy.
I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Homer City Council policies, and applicable laws.
I will return the equipment in good working order, with allowance for normal wear and tear.
I understand that I must provide an inventory of all City of Homer provided equipment used off-site annually, and sign another equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

Signed: _____ Date: _____
(Equipment Recipient)

Signed: _____ Date: _____
(Information Technology Manager)

1269 APPENDIX A

1270

1271 2.08.100 Teleconference participation in meetings.

1272

1273 a. This section through HCC 2.08.120 govern the telephonic participation of the Mayor and
1274 members of the Council at all meetings of the City Council, including all other bodies that are
1275 comprised of the Mayor and members of the Council, such as, but not limited to, the Board of
1276 Adjustment and an Ethics Board.

1277

1278 b. The preferred procedure for City Council meetings is that the Mayor and all Council
1279 members should be physically present at the designated time and location within the City for
1280 the meeting. However, physical presence may be waived and the Mayor and any member(s)
1281 may participate in a Council meeting by teleconference, subject to the procedures and
1282 limitations provided in this section through HCC 2.08.120.

1283

1284 c. A person participating by teleconference shall, while actually on the teleconference, be
1285 deemed to be present at the meeting for all purposes. The person shall make every effort to
1286 participate in the entire meeting.

1287

1288 d. If the Mayor participates telephonically, the Mayor may vote telephonically to break a tie as
1289 permitted in HCC 2.08.040(h), but the Mayor Pro Tem, or the senior Council member in the
1290 Mayor Pro Tem's absence, shall preside over and perform all other functions of the Mayor at
1291 the meeting.

1292

1293 e. "Teleconferencing" means a means used for remote participation by an official for a
1294 meeting of the City Council which must enable the remote official, for the duration of the
1295 meeting, to clearly hear the Mayor, all Council members, the City Clerk and public testimony
1296 and to be clearly heard by the Mayor, all Council members, the City Clerk and the public in
1297 attendance. [Ord. 19-05(A) § 1, 2019; Ord. 16-58(A) § 1, 2017; Ord. 07-45(A)(S) § 1, 2007. Code
1298 1981 § 1.24.100].

1299

1300 2.08.110 Teleconference procedures.

1301

1302 a. A Mayor or Council member who cannot be physically present for a regularly scheduled
1303 Council meeting shall notify the City Clerk at least five days prior to the scheduled time for
1304 the meeting of his or her request to participate in the meeting by telephonic means of
1305 communication.

1306

1307 b. Three days prior to the scheduled time for the Council meeting, the City Clerk shall notify
1308 the Mayor and Council of the person's request to participate by teleconference.

1309

1310 c. At the commencement of the Council meeting a telephonic connection will be established

1311 with the person or persons intending to participate telephonically. After a telephonic
1312 connection is established the Mayor shall call for a vote of the Council on whether the
1313 person(s) may or may not participate by telephone. Prior to the vote, the Mayor or Council
1314 members may make such inquiries as necessary to make a decision. Only the Council
1315 members physically present may vote on the question. If a person participates in the meeting
1316 telephonically without a ruling from the Council, it shall be deemed to be with the approval of
1317 such participation by the Council, and all actions taken by the Council with the participation
1318 of all such persons are valid.

1319
1320 If telephonic participation is interrupted due to poor connectivity that hinders the active
1321 participation of a member in the meeting the Mayor will request a brief recess to allow the
1322 person an attempt to reestablish a connection. If the person cannot reestablish a clear
1323 connection after a recess, the Mayor shall call for a vote of the Council on whether to
1324 terminate telephonic participation. Prior to the vote, the Mayor or Council members may
1325 make such inquiries as necessary to make a decision. If a majority of the Council votes to
1326 terminate telephonic participation, the record will indicate such and the member
1327 participating telephonically shall not be called upon to comment or vote. The Council's
1328 determination is final and not subject to veto or appeal.

1329
1330 d. Subsections (a) and (b) of this section do not apply to special meetings or emergency
1331 meetings of the City Council called under HCC 1.14.030 and 1.14.050. A Council member or
1332 Mayor who requests to participate in a special or emergency meeting of the City Council must
1333 notify the City Clerk before the time scheduled for the start of the meeting. The Clerk will
1334 notify the Mayor and Council no later than the commencement of the meeting. After a
1335 telephonic connection is established with the person or persons requesting to participate
1336 telephonically, a ruling shall be made on the person's participation in the meeting as
1337 provided in subsection (c) of this section.

1338
1339 e. The means used for a teleconference meeting of the City Council must enable each
1340 member appearing telephonically to clearly hear the Mayor, all other Council members, and
1341 public testimony at the meeting as well as be clearly heard by all other Council members and
1342 members of the public in attendance.

1343
1344 f. The City Clerk shall note in the journal of the proceedings of the City Council all members
1345 appearing telephonically.

1346
1347 g. To the extent practicable, materials to be considered by the Council shall be made
1348 available to those attending by teleconference. [Ord. 19-05(A) § 1, 2019; Ord. 07-45(A)(S) § 2,
1349 2007. Code 1981 § 1.24.110].

1350
1351 2.08.120 Teleconference – Limitations.

1352

1353 a. All Council members and the Mayor should make all reasonable effort to be physically
1354 present for every meeting. Teleconference procedures may not be used as a regular means of
1355 attendance at meetings.

1356
1357 b. Participation by teleconference may be denied whenever the physical presence of the
1358 individual is considered essential to effective participation in the meeting or to the proper
1359 conduct of the business to be addressed at the meeting.

1360
1361 c. If teleconferencing is denied the individual will be listed as absent.

1362
1363 d. Each Council member and the Mayor may attend a maximum of three City Council
1364 meetings by teleconference during the 12-month period commencing November 1st each
1365 year. If a member participates in any part of a regularly scheduled meeting telephonically, it
1366 will count towards their maximum allowable telephonic participations.

1367
1368 e. Each Council member and the Mayor may attend additional teleconferences as a special
1369 exception if expressly approved for good cause in each instance by a vote of the Council.
1370 Good cause may include, but is not limited to, absence required for work-related travel or
1371 medical care needed for the individual or the individual's immediate family.

1372
1373 f. No Council member or the Mayor shall attend by telephonic means:

- 1374
1375 1. An executive session of the City Council.
1376 2. A hearing on an ethics charge under Chapter 1.18 HCC. [Ord. 19-05(A) § 1, 2019; Ord. 07-
1377 45(A)(S) § 3, 2007. Code 1981 § 1.24.120].

1378
1379 APPENDIX B.

1380
1381 ~~Homer City Code 1.18 reads as follows: (MOVE TO APPENDIX)~~

1382
1383 1.18.010 Purpose.

1384 a. The proper functioning of democratic government requires ethical behavior by public
1385 officials. Ethics involves the commitment to take individual responsibility in creating a
1386 government that has the trust and respect of its citizens. The purpose of this chapter is to set
1387 reasonable standards of conduct for City officials and the City Manager so that the public may
1388 be assured that its trust in such persons is well placed and that the City officials and the City
1389 Manager themselves are aware of the standards of conduct demanded.

1390
1391 b. However, recognizing that Homer is a small community, with a limited number of people
1392 interested in serving as community leaders, it is not the intent of this chapter to set
1393 unreasonable barriers that will serve only to deter aspirants from public service.

1394

1395 c. This chapter also defines conflict of interest and partiality, the standards stating when and
1396 to whom it applies, and the procedures for declaration and the proper action of the body
1397 when possible conflicts and partiality arise.

1398
1399 d. This chapter is also intended to establish a process which will ensure that complaints or
1400 inquiries regarding the conduct of City officials and the City Manager are resolved in the
1401 shortest practicable time in order to protect the rights of the public at large and the rights of
1402 the City and the City Manager.

1403
1404 e. The City Council intends this code to be interpreted to promote fair, honest, and impartial
1405 dealings with members of the public, to ensure proper use of City resources, and to avoid
1406 conflicts of interest.

1407
1408 f. This chapter does not create or prevent a private cause of action against any person, City
1409 official, or the City Manager. [Ord. 08-24(S-2)(A), 2008].

1410
1411 1.18.020 Definitions.

1412
1413 As used in this chapter and unless otherwise provided or the context otherwise requires, the
1414 following terms shall have the meanings set forth in this section:

1415
1416 “Applicant” means any person that is applying for an official action by any official, employee,
1417 or body of the City including but not limited to:

- 1418 1. Any person authorized to act for the applicant;
1419 2. If the applicant is an organization, any person who has an ownership interest in the
1420 organization or serves as an officer, director or manager of the organization.

1421
1422 “Body of the City” means the City Council and the boards, commissions, committees and task
1423 forces appointed by the City Council or the Mayor.

1424
1425 “City Manager” means the person who is hired by the City Council to manage the City of
1426 Homer.

1427
1428 “City official” means a person who holds elective office under the ordinances of the City, or
1429 who is a member of a board or commission whose appointment is subject to confirmation by
1430 the City Council.

1431
1432 “Financial interest” means:

- 1433 1. An interest currently held by that person or an immediate family member including:
1434 a. Involvement or ownership in a business; or
1435 b. Property ownership, or a professional or private relationship, that is a source
1436 of income, or from which, or as a result of which, a person receives a financial

1437 benefit; or
1438 c. An affiliation with an organization in which the person holds a position of
1439 management, or is an officer, director, trustee, employee, or the like.

1440
1441 2. Financial interest does not include:
1442 a. Affiliation as unpaid volunteer with a legally recognized nonprofit organization; or
1443 b. Financial interests of a type which are generally possessed in common with all
1444 other citizens or a large class of citizens.

1445
1446 “Gratuity” means a thing having value given voluntarily or beyond lawful obligation.

1447
1448 “Hired consultants and contractors” means a person or organization hired by the City as an
1449 independent contractor and not as an employee.

1450
1451 “Immediate family member” means:
1452 1. The spouse of the person;
1453 2. A life partner or person cohabiting with the person;
1454 3. A child, including a stepchild and an adoptive child, of the person;
1455 4. A parent, sibling, or grandparent of the person; and
1456 5. A parent or sibling of the person’s spouse.

1457
1458 “Impartial” means acting in a manner that the City official believes is in the public’s best
1459 interest and not acting to benefit a financial or personal interest of the City official.

1460
1461 “Large class of citizens” means a substantially large group of citizens as decided by official
1462 decision of the City Council made prior to the official action in question.

1463
1464 “Large class of citizens” does not include:
1465 1. A single profession, regardless of the number of persons.
1466 2. An individual business or organization regardless of the number of citizens it
1467 contains.

1468
1469 “Official action” means a recommendation, decision, approval, disapproval, vote, or other
1470 similar action, including inaction (when it is the equivalent of decision to take negative
1471 action), made while serving in the capacity of City official or City Manager, whether such
1472 action or inaction is administrative, legislative, quasi-judicial, advisory, or otherwise.

1473
1474 “Organization” means any business, corporation, partnership, firm, company, trust,
1475 association, or other entity, whether organized for profit or nonprofit.

1476
1477 “Partiality” applies only in quasi-judicial proceedings and means:
1478 1. The ability of a member of the quasi-judicial body to make an impartial decision is

- 1479 actually impaired; or
1480 2. The circumstances are such that reasonable persons would conclude the ability of
1481 the member to make an impartial decision is impaired and includes, but is not limited
1482 to, instances in which:
1483 a. The member has a personal bias or prejudice for or against a party to the
1484 proceeding including a party's lawyer;
1485 b. The member or an immediate family member is a party, material witness to
1486 the proceeding or represents a party in the proceeding.

1487
1488 "Person" means a natural person or an organization.

1489
1490 "Political activity" means any act for the purpose of influencing the nomination or election of
1491 any person to public office, or for the purpose of influencing the outcome of any ballot
1492 proposition or question. Informing the public about a ballot proposition or question without
1493 attempting to influence the outcome of the ballot proposition or question is not political
1494 activity.

1495
1496 "Subject of the action" means anything under consideration for official action including but
1497 not limited to:

- 1498 1. Appointments to any office or position of employment;
1499 2. Any contract, project, property, or transaction subject to the action;
1500 3. A platting, vacation or subdivision action;
1501 4. An application for or other consideration of a license, permit, appeal, approval,
1502 exception, variance, or other entitlement;
1503 5. A rezoning; and
1504 6. Appeals and quasi-judicial proceedings.

1505
1506 "Substantial financial interest" means a financial interest that would result in a pecuniary
1507 gain or loss exceeding \$1,000 in a single transaction or more than \$5,000 in the aggregate in
1508 12 consecutive months. [Ord. 08-24(S-2)(A), 2008].

1509
1510 1.18.025 Scope and duration.

1511 a. Except as otherwise provided in this chapter, this chapter applies to the conduct of City
1512 officials and the City Manager.

1513
1514 b. Enforcement proceedings may be commenced and continue to completion after a person
1515 is no longer a City official or City Manager for conduct that occurred during the time the
1516 person was serving or engaged in such a capacity for the City. [Ord. 08-24(S-2)(A), 2008].

1517
1518 1.18.030 Standards and prohibited acts.

1519 a. City officials, the City Manager, and City hired consultants and contractors, while acting in
1520 such capacity, shall not knowingly make false statements to influence official action.

1521
1522 b. Official Action. No City official or the City Manager shall participate in any official action in
1523 which:
1524 1. The person is the applicant, a party or has a substantial financial interest in the
1525 subject of the official action.
1526 2. Within a period of one year after the action the person will have a substantial
1527 financial interest in the subject of the official action.
1528 3. The person resides or owns land within a 300-foot periphery of any property that is
1529 the subject of any action.
1530 4. The person does or will recognize a substantial financial interest as a result of the
1531 action.
1532 5. Exceptions.
1533 a. This subsection does not prohibit a person from acquiring a substantial
1534 financial interest in the subject of the action after the longer of 12 months after
1535 the official action is approved, or 12 months after the person's term or
1536 employment ends.
1537 b. This section does not prohibit any gain or loss that would generally be in
1538 common with all other citizens or a large class of citizens.
1539 c. This section does not prohibit any gain or loss that would generally be in
1540 common with other property owners on property that is further than 300 feet from the
1541 periphery of any property that is the subject of an action.
1542
1543 c. City officials and the City Manager acting in the course of their official duties are allowed to
1544 participate in official actions on behalf of the City or when the City itself is the applicant or
1545 subject of the action.
1546
1547 d. Undue Influence. No City official or the City Manager shall attempt to influence the City's
1548 selection of any bid or proposal, or the City's conduct of business, in which the City official or
1549 the City Manager has a substantial financial interest. This subsection does not prohibit a City
1550 official or the City Manager from being an applicant while holding City office or City position,
1551 if the person takes no official action concerning his or her own application. A City official or
1552 City Manager may give testimony and make appearances before City bodies on his or her own
1553 behalf.
1554
1555 e. Participation in Appointments. No City official shall participate in, vote on, or attempt to
1556 influence the selection of an appointee to any board, commission or committee (1) having
1557 authority to take official action on any pending matter or application in which that official
1558 has a substantial financial interest or (2) if that official has a substantial financial interest
1559 with a nominee for the appointment.
1560
1561 f. No official shall participate in, vote on, or attempt to influence the selection of an
1562 appointee to the Homer Advisory Planning Commission if that official has, or could

1563 reasonably be expected to have within one year after the date of the appointment:
1564 1. A rezoning, quasi-judicial or platting action pending before the Commission; or
1565 2. An application that would require approval by a quasi-judicial or platting action of
1566 the Commission.

1567
1568 In the case of the reappointment of an incumbent to another term, the prohibition above also
1569 applies to an official who had such a matter pending before the Homer Advisory Planning
1570 Commission within one year before the date of the reappointment. The Board of Ethics may,
1571 upon written request, grant an exception to this one-year period when it determines the
1572 public interest does not require continuing enforcement of the prohibition.

1573
1574 g. Use of Office for Personal Gain. No City official or the City Manager shall seek office or
1575 position or use their office or position for the purpose of obtaining anything of value for
1576 themselves, an immediate family member or a business that they own or in which they hold
1577 an interest, or for the purpose of influencing any matter in which they have a financial
1578 interest. This subsection does not prohibit the receipt of authorized remuneration for the
1579 office or position.

1580
1581 h. Inappropriate Use of Office Title or Authority. No City official or the City Manager shall use
1582 the implied authority of office or position for the purposes of unduly influencing the decisions
1583 of others, or promoting a personal interest within the community. City officials and the City
1584 Manager will refrain from using their title except when duly representing the City in an
1585 authorized capacity. Unless duly appointed by the Mayor or Council to represent the interests
1586 of the full Council, Council members shall refrain from implying their representation of the
1587 whole by the use of their title.

1588
1589 i. Representing Private Interests. No City official shall, for compensation, represent or assist
1590 those representing private business or personal interests before the City Council,
1591 administration, or any City board, commission or agency. Nothing herein shall prevent an
1592 official from making verbal or written inquiries on behalf of constituents or the general public
1593 to elements of City government or from requesting explanations or additional information on
1594 behalf of such constituents. No official may solicit or accept a benefit or anything of value
1595 from any person for having performed this service.

1596
1597 j. Confidential Information. No City official or the City Manager may disclose information they
1598 know to be confidential concerning employees of the City, City property, City government, or
1599 other City affairs, including but not limited to confidential information disclosed during an
1600 executive session, unless authorized or required by law to do so.

1601
1602 k. Outside Activities. A City official or the City Manager may not engage in business or accept
1603 employment with, or render services for, a person other than the City or hold any office or
1604 position where that activity, office, or position is incompatible with the proper discharge of

1605 the official's or City Manager's City duties or would tend to impair the official's or the City
1606 Manager's independence of judgment in performing City duties. This prohibition shall include
1607 but not be limited to the following activities:

1608 1. A person who holds an appointed City office on a board or commission shall not be
1609 eligible for employment with the City in the department related to the board or
1610 commission during the official's term of office and until one year has elapsed
1611 following the period of service. An exception may be made on a case-by-case basis
1612 with the express authorization of the City Council.

1613 2. A person who holds or has held an elective City office shall not be eligible for
1614 appointment to an office or for employment with the City during the official's period
1615 of service and until one year has elapsed following the period of service. An exception
1616 may be made on a case-by-case basis with the express authorization of the City
1617 Council.

1618

1619 l. Gratuities. No City official or the City Manager shall accept a gratuity from any person
1620 engaging in business with the City or having a financial interest in a decision pending with the
1621 City. No City official or the City Manager shall give a gratuity to another City official for the
1622 purpose of influencing that person's opinion, judgment, action, decision or exercise of
1623 discretion as a City official. This subsection does not prohibit accepting:

- 1624 1. A meal of reasonable value;
1625 2. Discounts or prizes that are generally available to the public or large sections
1626 thereof;
1627 3. Gifts presented by an employer to its employees in recognition of meritorious
1628 service, or civic or public awards;
1629 4. A lawful campaign contribution made to a candidate for public office;
1630 5. An occasional nonpecuniary gift insignificant in value;
1631 6. Any gift which would have been offered or given to them if they were not a City
1632 official or the City Manager.

1633

1634 m. Use of City Property. No City official, the City Manager, or City hired consultant or
1635 contractor may use, request or permit the use of City vehicles, equipment, materials or
1636 property for any non-City purpose, including but not limited to private financial gain, unless
1637 that use is available to the general public on the same terms or unless specifically authorized
1638 by the City Council. This subsection does not prohibit de minimis personal use.

1639

1640 n. Political Activities – Limitations of Individuals. A City official may not take an active part in
1641 a political campaign or other political activity when on duty. Nothing herein shall be
1642 construed as preventing such officials from exercising their voting franchise, contributing to a
1643 campaign or candidate of their choice, or expressing their political views when not on duty or
1644 otherwise conspicuously representing the City.

1645

1646 o. Influencing Another City Official's Vote. A City official may not attempt to influence another

1647 City official's vote or position on a particular item through contact with the City official's
1648 employer or by threatening financial harm to another City official.

1649
1650 p. City officials or the City Manager shall not participate in public testimony before any City
1651 body in any matter in which they have a substantial financial interest unless:

- 1652 1. They or the City is the applicant; or
1653 2. They fully and publicly disclose the nature of their interest in the subject of the
1654 action.

1655
1656 q. No City official may violate HCC 2.04.030.

1657
1658 r. City officials shall act impartially when conducting City business.

1659
1660 s. At all times during performance of their official duties, Council members shall comply with
1661 the City's workplace safety policies, harassment prevention, and respectful workplace
1662 polices as set forth in the employee policy manual. [Ord. 18-14(A), 2018; Ord. 16-48(S)(A) § 1,
1663 2016; Ord. 08-24(S-2)(A), 2008].

1664
1665 1.18.040 Business dealings with City.

1666 a. Not less than 10 days before the date when official action may be taken by the Council or
1667 by any officer, the City Manager, commission or other agency of the City upon business
1668 dealings between the City and a City official or an organization in which the City official has a
1669 substantial financial interest, the City official shall file a statement with the City Clerk. The
1670 statement shall set forth the nature of such business dealings and the City official's interest
1671 therein. This statement is only required when the person receives a beneficial substantial
1672 financial interest. If all other provisions of this chapter are complied with, the statement shall
1673 be sufficient for continuing transactions of a similar or like nature for one year from the date
1674 of its filing. However, if an official has violated any of the provisions of this chapter, he shall
1675 be precluded from engaging in business with the City on that particular matter for one year.

1676
1677 b. Upon taking office or upon subsequently acquiring the interest, an official shall, within 10
1678 days, file with the City Clerk a statement disclosing any substantial financial interests of the
1679 official or the City Manager in any existing business with the City, including those of any
1680 organization in which the official or the City Manager has a substantial financial interest.

1681
1682 c. The City Manager shall not engage in business with the City outside the duties of City
1683 Manager. [Ord. 18-14(A), 2018; Ord. 08-24(S-2)(A), 2008].

1684
1685 1.18.043 Public disclosure.

1686 a. City officials and the City Manager must annually file the following financial interest
1687 disclosure on forms prepared by the City Clerk:

- 1688 1. For each City official and the City Manager the information that is required on the

1689 following selected schedules from the Alaska Public Offices Commission Public
1690 Official Financial Disclosure Statement: Schedules B (business interests), C (real
1691 property interests/rent to own), E (the portion relating to natural resource leases
1692 only), F (government contracts and leases) and G (close economic associations); and
1693 2. For each elected City official a list of each business in which an immediate family
1694 member is a partner, proprietor or employee to the extent not provided in response to
1695 subsection (a)(1) of this section.

1696
1697 b. The financial interest disclosure must be filed by November 1st each year. A newly
1698 appointed official must file a statement within 30 days after taking office. Each candidate for
1699 elected City office must file a disclosure statement at the time he or she files a declaration of
1700 candidacy, except an incumbent seeking reelection with a current disclosure statement on
1701 file. Refusal or failure of a candidate to file the required disclosure statement before the end
1702 of the time period for filing declarations of candidacy shall require that the candidate's
1703 declaration of candidacy be rejected and the candidate disqualified.

1704
1705 c. The disclosure statement must be true, correct and complete and shall be signed under
1706 oath or affirmation, or certified to be true under penalty of perjury. Not filing a statement
1707 within the stipulated period is a violation of this chapter.

1708
1709 d. The disclosure statement shall be filed with the City Clerk and shall be open to public
1710 inspection and copying at the office of the City Clerk. The disclosure statement will not be
1711 sent to the Alaska Public Offices Commission. [Ord. 16-26 § 1, 2016; Ord. 08-24(S-2)(A), 2008].

1712
1713 1.18.045 Procedure for declaring potential conflict of interest – City officials.

1714 a. A City official who has or may have a substantial financial interest in an official action shall
1715 disclose the facts concerning that interest to the body of the City of which the official is a
1716 member prior to the body taking any official action. Any member of the body may raise a
1717 question concerning another member's financial interests, in which case the member in
1718 question shall disclose relevant facts concerning the official's financial interests in the
1719 subject of the action.

1720
1721 b. If the official is a City Council member, the Mayor, or the Mayor Pro Tem in the absence of
1722 the Mayor, shall rule on whether the Council member must be excused from participation or
1723 must vote. The ruling may be immediately overridden by a majority vote of the City Council.
1724 There is no appeal from the action or inaction of the City Council to override or not override
1725 the ruling of the Mayor.

1726
1727 c. If the official is not a City Council member, the official may excuse themselves without a
1728 vote for conflict of interest, otherwise the board, commission, or other body of which the
1729 official is a member shall by majority vote rule on whether the member must be excused from
1730 participation, which must be the ruling when the body determines the official has a

1731 substantial financial interest in the official action. There is no appeal from the ruling of the
1732 body.

1733
1734 d. The official shall abide by the ruling. If the official is not a City Council member, the ruling
1735 applies (without the need for further disclosures and rulings) to all subsequent occasions on
1736 which the same official action comes before the same body, unless there has been a material
1737 change of circumstances. On each such subsequent occasion, the presiding officer shall note
1738 for the minutes that the ruling previously made continues in effect.

1739
1740 e. An official who is ruled to be excused from participation shall leave the official table and
1741 not vote, debate, testify, or otherwise take part in the official action, except an official who is
1742 an applicant may testify on his or her own behalf from the public testimony area.

1743
1744 f. Rule of Necessity. Exceptions to a ruling excusing a member from participation shall be
1745 made in cases where:

- 1746 1. By reason of being excused for conflicts of interest the number of members of the
1747 Council or other body eligible to vote is reduced to less than the minimum number
1748 required to approve the official action;
- 1749 2. No other body of the City has jurisdiction and authority to take the official action on
1750 the matter; and
- 1751 3. The official action cannot be set aside to a later date, within a reasonable time,
1752 when the body could obtain the minimum number of members to take action who are
1753 not excused for conflicts of interest.

1754
1755 When the body determines this exception applies, then all members, except the applicant
1756 when the applicant is a member of the body, shall participate in the official action. [Ord. 08-
1757 24(S-2)(A), 2008].

1758
1759 1.18.047 Procedure for declaring potential conflicts of interest – City Manager.
1760 The City Manager who has or may have a substantial financial interest in an official action
1761 shall disclose the facts concerning the Manager’s financial interests to the City Council prior
1762 to taking any official action. If the City Council determines the Manager has a substantial
1763 financial interest in the action, the City Council shall excuse the Manager and assign another
1764 City employee to the matter. [Ord. 08-24(S-2)(A), 2008].

1765
1766 1.18.048 Procedure for declaring and ruling on partiality in quasi-judicial matters.
1767 a. A City official or the City Manager who has partiality concerning a quasi-judicial matter
1768 shall not advise on matter, adjudicate the matter or serve as a member of a body
1769 adjudicating the matter.

1770
1771 b. A City official who is a member of a quasi-judicial body and who has or may have partiality
1772 concerning a matter to be adjudicated shall disclose the facts concerning the official’s

1773 possible partiality to the body to the parties to the matter prior to the commencement of
1774 proceedings by the body. Any member of the body, and any party to a matter before the
1775 body, may raise a question concerning a member's partiality, in which case the member in
1776 question shall disclose facts concerning the official's possible partiality in the matter.

1777

1778 c. After such disclosure, the City official may excuse themselves for partiality without a vote of
1779 the body, otherwise the body (including a body comprised of City Council members when
1780 serving in a quasi-judicial capacity) shall by majority vote rule on whether the member must
1781 be excused from participation, which must be the ruling when the body determines the
1782 official has partiality concerning the matter.

1783

1784 d. Rule of Necessity. Exceptions to a ruling excusing a member from participation shall be
1785 made in cases where:

1786 1. By reason of being excused for partiality the number of members of the Council or
1787 other body eligible to vote is reduced to less than the minimum number required to
1788 approve the official action;

1789 2. No other body of the City has jurisdiction and authority to take the official action on
1790 the matter; and

1791 3. The official action cannot be set aside to a later date, within a reasonable time,
1792 when the body could obtain the minimum number of members to take action who are
1793 not excused for partiality.

1794

1795 When the body determines this exception applies, then all members, except the applicant
1796 when the applicant is a member of the body, shall participate in the official action.

1797

1798 e. The City Manager who has or may have partiality concerning a quasi-judicial matter over
1799 which the Manager has decision-making authority shall either (1) appoint another City
1800 employee to make the decision or (2) disclose the facts concerning the possible partiality to
1801 the City Council and to the parties to the matter prior to taking any official action. If referred
1802 to the City Council and the City Council determines the Manager has partiality concerning the
1803 matter, the City Council shall excuse the Manager and cause another City employee to be
1804 assigned to decide the matter. [Ord. 08-24(S-2)(A), 2008].

1805

1806 1.18.060 Advisory opinions.

1807 a. Where any city official or the City Manager has a doubt as to the applicability of any
1808 provision of this chapter to a particular situation, or as to the definition of terms used herein,
1809 he may apply in writing to the city attorney for an advisory opinion. The city official or City
1810 Manager shall have the opportunity to present his interpretation of the facts at issue and of
1811 the applicability of provisions of the chapter before such advisory opinion is made. The
1812 request must clearly state it is a request for an advisory opinion under this section of the
1813 ethics code.

1814

1815 b. Such opinion, until amended or revoked, shall be binding on the city in any subsequent
1816 actions concerning the public official who sought the opinion and acted on it in good faith,
1817 unless material facts were omitted or misstated in the request for the advisory opinion. An
1818 advisory opinion shall be applicable and binding only to the particular set of facts and
1819 instances of conduct for which it was requested and shall have no force or effect for purposes
1820 of general application. Such opinion shall not be binding or admissible in evidence in any
1821 action initiated by any private citizen. (Ord 08-24(S-2)(A) §1, 2008).

1822
1823 c. Any act or omission taken by any City Official or the City Manager in their official capacity
1824 based upon the advice of the City Attorney provided in writing, during a Council or
1825 Commission meeting or acknowledged by the City Attorney in response to a complaint shall
1826 not be subject to an ethics complaint under Chapter 1.18 HCC. [Ord. 18-14(A), 2018]

1827
1828
1829
1830 1.18.070 Violation and penalty.
1831 Any official who violates any of the provisions of this chapter shall be guilty of a violation
1832 subject to punishment pursuant to HCC 1.16. (Ord 08-24(S-2)(A) §1, 2008).

1833
1834 1.18.090 Distribution of Code.
1835 The city clerk shall cause a copy of this chapter to be distributed to each city official elected
1836 or appointed before entering upon the duties of his office and to the City Manager upon
1837 employment. (Ord 08-24(S-2)(A) §1, 2008).

1838
1839 1.18.100 Application of state statutes.
1840 a. Nothing in this chapter is intended to curtail, modify, or otherwise circumvent the
1841 application of the Alaska Statutes to any conduct involving bribery or other offenses against
1842 public administration.

1843
1844 b. All municipal officers as defined by Alaska Statutes Chapter 39.50 are exempt from the
1845 provisions of AS 39.50 relating to conflicts of interest or financial disclosures. (Ord 08-24(S-
1846 2)(A) §1, 2008).

1847
1848
1849
1850

1851 Chapter 1.19
1852 BOARD OF ETHICS – COMPLAINTS

1853
1854 Sections:
1855 1.19.010 Board of Ethics established – General provisions.
1856 1.19.020 Function and authority.
1857 1.19.030 Procedures for violation reporting.

1858 1.19.040 Confidentiality – Initial review.
1859 1.19.050 Disclosure of complaint of potential violation prohibited.
1860 1.19.060 Conduct of investigation and standard of proof.
1861 1.19.070 Deliberations of the Board.
1862 1.19.080 Decisions on the record.
1863 1.19.090 Timely completion.
1864 1.19.100 Sanctions, civil penalties and remedies.
1865 1.19.110 Board member and hearing officer disclosures.
1866 1.19.120 Duty of cooperation.
1867 1.19.130 Settlement of complaints.
1868 1.19.140 Record of proceedings and public record.
1869 1.19.150 Limitation period.
1870
1871 1.19.010 Board of Ethics established – General provisions.
1872 a. There is hereby established a Board of Ethics.
1873
1874 b. The Board shall be comprised of all members of the City Council and the Mayor. The Mayor,
1875 or the Mayor Pro Tem in the Mayor’s absence, will serve as presiding officer of the Board. In
1876 the absence of both, the members of the Board shall elect a presiding officer from among its
1877 members.
1878
1879 c. The City Attorney or other legal counsel for the Board may assist the Board at every stage
1880 of the proceedings, but shall have no vote.
1881
1882 d. A quorum of the Board shall be a majority of all members who are not excused for cause,
1883 such as being the complainant, the respondent, a witness, having a conflict of interest, or
1884 other cause for recusal. However, in no event may a quorum be less than three. If no quorum
1885 of the Board can be established due to conflicts of interest or other cause of recusal, the
1886 present members of the Board shall direct the Clerk to transfer the complaint to a hearing
1887 officer.
1888
1889 e. Decisions of the Board shall be adopted by a majority of the members who are qualified to
1890 act on the matter, where a quorum is present.
1891
1892 f. Unless the Board delegates such authority to another member or decides that no one shall
1893 have such authority, and except as provided for hearing officers in subsection (h) of this
1894 section, the presiding officer shall have authority to make procedural decisions between
1895 Board meetings on behalf of the Board. Examples of matters that may be decided by such
1896 delegate include scheduling hearings and other matters, establishing pre-hearing
1897 requirements and filing deadlines for motions, exhibits, witness lists, hearing briefs, and
1898 deciding other procedural matters.
1899

1900 g. The presiding officer shall vote on every question, unless required to abstain for cause, and
1901 shall not have power to veto any action of the Board.

1902
1903 h. A hearing officer designated by the City Clerk under HCC 1.19.030(d) shall have sole
1904 authority to investigate the complaint they have been retained to hear and to make
1905 procedural decisions regarding the investigation and hearing of that complaint. Except as
1906 otherwise provided in HCC 1.19.030, the designated hearing officer shall be the sole decision-
1907 maker and shall comply with the procedures and requirements of this chapter. [Ord. 18-14(A)
1908 § 5, 2018].

1909
1910 1.19.020 Function and authority.
1911 The Board of Ethics or a hearing officer appointed under this chapter has authority to
1912 perform the following functions:

1913
1914 a. Investigate reported violations of Chapter 1.18 HCC.

1915
1916 b. Hear and decide written complaints of violations of Chapter 1.18 HCC.

1917
1918 c. Hear and decide on requests for exceptions as specified in Chapter 1.18 HCC.

1919
1920 d. Make findings and recommendations concerning sanctions, civil penalties and remedies
1921 for violations as provided in the code.

1922
1923 e. Adopt recommended policies and procedures governing the Board's conduct of business.

1924
1925 f. Upon application of the complainant, respondent, or at the Board's or hearing officer's
1926 discretion, compel by subpoena the appearance and sworn testimony, at a specified time
1927 and place, of a person the Board or hearing officer reasonably believes may be able to
1928 provide information relating to a matter under investigation by the Board or hearing officer
1929 or the production of documents, records or other items the Board or hearing officer
1930 reasonably believes may relate to the matter under consideration.

1931
1932 g. Administer oaths and receive testimony from witnesses appearing before the Board or
1933 hearing officer.

1934
1935 h. Request City agencies to cooperate with the Board or hearing officer in the exercise of the
1936 Board's or hearing officer's jurisdiction.

1937
1938 i. Request the advising attorney to seek assistance of the Superior Court to enforce the
1939 Board's or hearing officer's subpoena.

1940
1941 j. Conduct investigative hearings in executive session, pursuant to notifications alleging

1942 violations of matters within the authority of the Board or hearing officer. [Ord. 18-14(A) § 5,
1943 2018].

1944

1945 1.19.030 Procedures for violation reporting.

1946 a. Any person who believes that a violation of any portion of Chapter 1.18 HCC has occurred
1947 may file a written complaint of potential violation with the City Clerk's office.

1948

1949 b. All written complaints of potential violation submitted under this chapter shall be signed
1950 by the person submitting the complaint. A written complaint of potential violation shall state
1951 the address and telephone number of the person filing the complaint, identify the
1952 respondent, and affirm to the best of the person's knowledge and belief the facts alleged in
1953 the complaint of potential violation signed by the person are true. The person filing the
1954 complaint of potential violation shall identify the section of Chapter 1.18 HCC the person
1955 believes was violated, state why the person signing the complaint of potential violation
1956 believes the facts alleged constitute a violation of that section, and identify any documentary
1957 or testimonial evidence the person filing the complaint believes is in support of the
1958 notification of potential violation.

1959

1960 c. Written complaints of potential violations filed with the City Clerk's office shall be reviewed
1961 in accordance with HCC 1.19.040. Except as otherwise provided in HCC 1.19.040, the Board of
1962 Ethics shall have sole jurisdiction to decide the merits of the complaint filed under this
1963 chapter.

1964

1965 d. The City Clerk shall appoint a hearing officer to decide and investigate properly filed
1966 written complaints against City Council members or the Mayor. Except as provided in HCC
1967 1.19.040, the hearing officer shall have sole jurisdiction to decide the merits of a complaint
1968 under this chapter. [Ord. 18-14(A) § 5, 2018].

1969

1970 1.19.040 Confidentiality – Initial review.

1971 a. Each written complaint of a violation of Chapter 1.18 HCC received by the City Clerk's office
1972 shall be assigned an identification number, which shall be used in lieu of names when
1973 referring to the complaint to maintain confidentiality. The City Clerk, City Attorney, and the
1974 Board or hearing officer shall keep all written complaints of potential violation confidential
1975 during investigation and the Board's or hearing officer's deliberative process. Complaints of
1976 potential violation may be disclosed only to the staff member of the City Clerk's office
1977 providing administrative support to the Board or hearing officer, members of the Board
1978 except when a hearing officer has been appointed, and legal counsel.

1979

1980 b. Upon receipt of a notification of potential violation, the City Clerk shall review the
1981 complaint for completeness and inclusion of the information required in HCC 1.19.030(b). If
1982 the City Clerk determines that the complaint is not complete and lacks information required
1983 by HCC 1.19.030(b), the City Clerk shall return the complaint and identify in writing the

1984 deficiencies on which the return is based. The City Clerk shall notify the complainant of the
1985 return and the reasons for it. A person may amend and refile a complaint but a complaint
1986 filed by the same complainant with the same deficiencies shall not be accepted. The City
1987 Clerk may recommend to the person filing the complaint that it be amended and refiled.
1988 Notifications of potential violation returned without further action shall remain confidential.
1989 c. The City Attorney shall review the sufficiency of the statement of violation in the complaint.
1990 If the City Attorney determines the facts alleged in the notification of potential violation, even
1991 if proven, do not constitute a violation, or that the Board or hearing officer lacks jurisdiction
1992 to address the complaint of potential violation, the City Attorney shall instruct the City Clerk
1993 to return the complaint and identify in writing the deficiencies on which the return is based.
1994 The City Clerk shall notify the complainant of the return and the reasons for it. A person may
1995 amend and refile a complaint but a complaint filed by the same complainant with the same
1996 deficiencies shall not be accepted. The City Clerk may recommend to the person filing the
1997 complaint that it be amended and refiled. Notifications of potential violation returned
1998 without further action shall remain confidential.

1999
2000 d. If the City Attorney determines the allegations in a complaint of potential violation, if
2001 proven, may constitute a violation of a matter within the Board or hearing officer's
2002 jurisdiction, the City Attorney shall provide written notice to the City Clerk.

2003 e. If the City Attorney and City Clerk find the complaint sufficient under this section, the City
2004 Clerk shall:

- 2005
- 2006 1. Retain a hearing officer as required under HCC 1.19.030(d) and provide that officer
2007 with a copy of the complaint of potential violation, a copy of the outline of the hearing
2008 officer process under this chapter, including notice that the respondent may choose
2009 to hold the proceeding in public and may be represented by legal counsel of
2010 respondent's choosing and at respondent's own expense; or
 - 2011 2. Provide the Board with a copy of the complaint of potential violation, a copy of the
2012 outline of the Board's process under this chapter, including notice that the
2013 respondent may choose to hold the proceeding in public and may be represented by
2014 legal counsel of respondent's choosing and at respondent's own expense;
 - 2015 3. Give the respondent a copy of the complaint of potential violation, along with a
2016 copy of the outline of the Board's process under this chapter, including notice that the
2017 respondent may choose to hold the proceeding in public and may be represented by
2018 legal counsel of respondent's choosing and at respondent's own expense; and
 - 2019 4. Notify both the person submitting the complaint of potential violation and
2020 respondent of the date(s) on which each may be requested to meet with the Board or
2021 hearing officer, present documentary or testimonial evidence, and assist the Board or
2022 hearing officer in resolving the potential violation. [Ord. 18-14(A) § 5, 2018].

2023
2024 1.19.050 Disclosure of complaint of potential violation prohibited.
2025 a. A complaint of potential violation of Chapter 1.18 HCC is confidential until the Board or

2026 hearing officer completes a written report for distribution as a public record.

2027

2028 1. No person, including the complainant, shall knowingly disclose to another person,
2029 or otherwise make public in violation of this chapter, the contents of a complaint of
2030 potential violation filed with the Board or hearing officer, unless:

2031 a. The respondent elects to proceed in public; or

2032 b. The written report of the Board or hearing officer is electronically published
2033 by the City Clerk.

2034

2035 2. Breach of confidentiality required by any provision of this chapter is a violation of this
2036 chapter subject to punishment.

2037

2038 3. A person filing a complaint of potential violation shall keep confidential the fact that the
2039 person has filed the complaint with the City, as well as the contents of the complaint of
2040 potential violation. If the Board or hearing officer finds probable cause to believe that the
2041 person filing the notice of complaint violation has violated confidentiality under this chapter,
2042 the Board or hearing officer shall immediately dismiss the complaint of violation. Dismissal
2043 under this subsection does not affect the right of the Board or hearing officer or another
2044 person to initiate a proceeding on the same factual allegations by filing a complaint of
2045 potential violation.

2046

2047 4. Public disclosure resulting from corrective action under this chapter is not a violation of
2048 this section. [Ord. 18-14(A) § 5, 2018].

2049

2050 1.19.060 Conduct of investigation and standard of proof.

2051 The Board's investigation shall be conducted in executive session, unless the respondent
2052 requests to hold the Board's investigation on the notification of potential violation in public.

2053 The hearing officer's investigation shall be conducted in a manner to maintain confidentiality
2054 unless the respondent requests to hold the hearing officer's investigation on the notification
2055 of potential violation in public.

2056

2057 a. The respondent and the person who filed the notification of potential violation may
2058 identify other individuals and documents that each would like the Board or hearing officer to
2059 interview and review.

2060

2061 b. If an individual with information bearing on the notification of potential violation is
2062 unwilling to come forward with information, the respondent and the person who filed the
2063 notification of potential violation may each request the Board or hearing officer to subpoena
2064 the person and any documentary evidence.

2065

2066 c. Persons appearing before the Board or hearing officer may be represented by counsel or
2067 other person serving in a representative capacity.

2068
2069 d. The Board or hearing officer may question the respondent, the person who filed the
2070 notification of potential violation, and other persons appearing before the Board or hearing
2071 officer.

2072
2073 e. The Board or hearing officer may solicit questions and testimony from the person filing the
2074 notification of potential violation, the respondent and other persons appearing for the
2075 purpose of providing information to the Board or hearing officer. The Board or hearing officer
2076 may solicit questions from counsel present to represent persons appearing before the Board
2077 or hearing officer, but all questions during the Board's or hearing officer's investigation shall
2078 be posed through and by a member of the Board or the hearing officer. Consistent with due
2079 process, the Board or hearing officer may limit or prohibit questions suggested to the Board
2080 or hearing officer by or on behalf of persons appearing before the Board or hearing officer.

2081
2082 f. The standard of proof to be applied by the Board or hearing officer in determining a
2083 violation under this chapter is proof by a preponderance of the evidence.

2084
2085 g. Technical rules of evidence do not apply, but the findings of the Board shall be based upon
2086 reliable and relevant information presented to the Board.

2087
2088 h. The Board's or hearing officer's finding of a violation of this chapter must be supported by
2089 substantial evidence.

2090
2091 i. The Board's or hearing officer's findings shall not be binding in a subsequent sanctions
2092 proceeding.

2093
2094 j. When the Board's or hearing officer's investigation is conducted in executive session or
2095 confidentially, the public shall be excluded but an executive session of the Board shall be
2096 electronically recorded. The recording shall be available for access as a public record after
2097 publication by the Municipal Clerk of the proposed resolution and settlement. [Ord. 18-14(A)
2098 § 5, 2018].

2099
2100 1.19.070 Deliberations of the Board.
2101 Deliberations of the Board shall be conducted in executive session.

2102
2103 a. The deliberations of the Board shall not be recorded.

2104
2105 b. The respondent, the person filing the complaint, and their counsel shall be excluded from
2106 the deliberations. The Board's legal counsel may attend the deliberations.

2107
2108 c. The Board shall reconvene in open session when deliberations are complete. [Ord. 18-14(A)
2109 § 5, 2018].

2110
2111 1.19.080 Decisions on the record.
2112 Using the identification number of the complaint of potential violation to protect
2113 confidentiality, the Board shall vote or hearing officer shall determine in open session on
2114 these questions:
2115 a. Whether the Board or hearing officer finds by a preponderance of the evidence one or more
2116 violations within the jurisdiction of the Board or hearing officer; and
2117
2118 b. Whether the Board or hearing officer recommends further administrative or remedial
2119 actions; and
2120
2121 c. What specific sanctions, corrective actions or referrals, if any, the Board or hearing officer
2122 recommends pursuant to HCC 1.19.100.
2123
2124 d. If the Board or hearing officer does not find a violation under Chapter 1.18 HCC, the Board
2125 or hearing officer shall prepare a confidential statement of closure listing the complainant
2126 and respondent, the assigned identification number, the allegations, the hearing date, and
2127 the finding that no allegation was substantiated by the Board or hearing officer in whole or in
2128 part, and the date of Board or hearing officer closure. At the sole discretion of the
2129 respondent, the Board or hearing officer may release the statement of closure as a public
2130 document. [Ord. 18-14(A) § 5, 2018].
2131
2132 1.19.090 Timely completion.
2133 The Board or hearing officer shall complete action on a complaint of potential violation and
2134 investigations within 90 days of the filing of the complaint of potential violation. By a majority
2135 vote, the Board or hearing officer may extend the completion date for up to an additional 90
2136 days, or longer for good cause shown. [Ord. 18-14(A) § 5, 2018].
2137
2138 1.19.100 Sanctions, civil penalties and remedies.
2139 a. Upon conviction for any violation of Chapter 1.18 HCC under criminal procedures or upon a
2140 determination of any violation of Chapter 1.18 HCC after an investigation conducted by the
2141 Board or hearing officer under this chapter, the Board or hearing officer may impose (or
2142 recommend in the case of subsection (a)(1) of this section) as a sanction, penalty, or remedy
2143 any or all of the following, as appropriate to the seriousness of the violation:
2144 1. A recommendation to the City Council that the office of a City Council member or
2145 the position of City Manager be declared vacant for a serious violation that is (a)
2146 flagrant or (b) willful and knowing. A recommendation that the office of the Mayor be
2147 declared vacant may be made only if the violation justifies a declaration of vacancy
2148 under AS 29.20.280. Only the City Council may actually declare any of these positions
2149 vacant.
2150 2. A member of a board or commission may be removed from the board or
2151 commission.

- 2152 3. A public or private reprimand may be given to the official.
2153 4. The official may be ordered to refrain from voting, deliberating, or participating in
2154 any matter in violation of Chapter 1.18 HCC.
2155 5. The committee assignments of an official may be revoked.
2156 6. An official's privilege to travel at City expense on City business may be revoked or
2157 restricted.
2158 7. A contract, transaction or appointment, which was the subject of an official act or
2159 action of the City that involved the violation of a provision of Chapter 1.18 HCC, may
2160 be voided.
2161 8. The official must forfeit or make restitution of any financial benefit received as a
2162 consequence of a violation of Chapter 1.18 HCC.
2163 9. A civil fine of not more than \$1,000 per violation may be imposed. [Ord. 18-14(A) § 5,
2164 2018].

2165
2166 1.19.110 Board member and hearing officer disclosures.
2167 a. When an investigation is convened in executive session to determine whether the
2168 respondent has violated Chapter 1.18 HCC, the Board members will be requested to disclose
2169 any conflict of interest, ex parte communications, or other facts that may affect their
2170 qualification to hear the matter. After such a disclosure, the other members of the Board shall
2171 determine whether a member shall be excused for cause.

2172
2173 b. A hearing officer shall disclose any conflict of interest or ex parte communications with the
2174 complainant or respondent before conducting an investigation or holding a hearing under
2175 this chapter. The complainant and the respondent have 10 days from the date the written
2176 disclosure is sent to the parties to file an objection to the hearing officer with the City Clerk.
2177 Upon receiving an objection, the City Clerk shall appoint a new hearing officer. [Ord. 18-14(A)
2178 § 5, 2018].

2179
2180 1.19.120 Duty of cooperation.
2181 A City official or the City Manager subject to a complaint of a violation shall work
2182 cooperatively with the City Clerk to establish a hearing date and shall appear at the place and
2183 time set for the hearing, regardless of the respondent's intentions concerning defense or
2184 exercise of other rights. Failure to appear, except when failure results from a serious
2185 condition or event that prevented the respondent's appearance, is a breach of respondent's
2186 duties under this chapter and in itself may result in a summary finding of violation by the
2187 Board or hearing officer and imposition of remedies, penalties and disciplinary action under
2188 HCC 1.19.100. For the purposes of this section, a "serious condition or event" may include a
2189 serious medical condition, a serious family emergency requiring the presence of the party, a
2190 death in the family, or other similar cause that prevents the respondent's attendance at the
2191 hearing. Nothing in this section shall prevent the rescheduling of a hearing for cause upon
2192 request of the respondent or the complainant. [Ord. 18-14(A) § 5, 2018].
2193

2194 1.19.130 Settlement of complaints.
2195 a. The respondent in any case accepted for investigation may propose a resolution and
2196 settlement of the complaint. A proposed resolution and settlement will include the admitted
2197 violation of Chapter 1.18 HCC; the remedial actions agreed to by the respondent subject to
2198 the City Council's concurrence; any proposed preventive actions to be undertaken to avoid
2199 similar violation by respondent or others in the future; and other matters required by the
2200 Board or hearing officer.

2201
2202 b. A proposed resolution and settlement are subject to approval by the Board or hearing
2203 officer and have no effect unless approved by the Board or hearing officer. The Board or
2204 hearing officer will give the complaining person the opportunity to review and comment on
2205 the proposed resolution and settlement prior to approving it. Until approved by the Board or
2206 hearing officer, a proposed resolution and settlement must be kept confidential.
2207 c. The proposed resolution and settlement become public record upon final approval by the
2208 Board or hearing officer. [Ord. 18-14(A) § 5, 2018].

2209
2210 1.19.140 Record of proceedings and public record.
2211 Permanent records and minutes shall be kept of Board's or hearing officer's proceedings.
2212 Such minutes shall record the vote of each member upon every question decided in public.
2213 Every decision or finding shall immediately be filed in the office of the City Clerk, and shall be
2214 a public record open to inspection by any person. Every finding and recommendation shall be
2215 directed to the City Council at the earliest possible date. [Ord. 18-14(A) § 5, 2018].

2216
2217 1.19.150 Limitation period.
2218 a. Notwithstanding any other section of this chapter or Chapter 1.18 HCC, and subject to
2219 subsection (b) of this section, the Board or hearing officer only may investigate or otherwise
2220 act upon a complaint of a potential violation of Chapter 1.18 HCC that is received by the City
2221 Clerk's office within five years after the date of the alleged violation.

2222
2223 b. After the time limitation in subsection (a) of this section has expired, the Board or hearing
2224 officer may investigate or otherwise act upon a complaint of a potential violation of Chapter
2225 1.18 HCC that is received by the City Clerk's office within one year after the date of discovery
2226 of the alleged violation, but in no case shall this subsection extend the period of limitation in
2227 subsection (a) of this section by more than three years. [Ord. 18-14(A) § 5, 2018].
2228

NEW BUSINESS

RESOLUTIONS

**CITY OF HOMER
HOMER, ALASKA**

Erickson

RESOLUTION 19-020

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
SUPPORTING STATE OF ALASKA HOUSE BILL 43 TO EXEMPT THE
STATE FROM DAYLIGHT SAVINGS TIME AND CHANGE THE TIME
ZONE FOR THE STATE.

WHEREAS, House Bill (HB) 43 is an act exempting the state from daylight savings time; petitioning the United States Department of Transportation to change the time zones of the state; and providing for an effective date ; and

WHEREAS, The daylight hours in Alaska during the regular Daylight Savings Time are significantly longer than for the rest of the United States; and

WHEREAS, Changing the time zone to the Pacific Standard Time zone will help alleviate the significance of the time zone difference for Alaska and the contiguous United States; and

WHEREAS, Other United States, states or holdings that do not currently observe Daylight Savings Time are Arizona (except for the Navajo, who do observe daylight saving time on tribal lands), Hawaii, and the overseas territories of American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the United States Virgin Islands; and

WHEREAS, There are other efforts to address changes to Daylight Savings Time by Congress through HR 1556/S.670 to make Daylight Savings Time permanent; and

WHEREAS, There are efforts throughout the United States to eliminate the change between Daylight Savings Time and Standard Time; and

WHEREAS, Studies have identified the overall rate for strokes was higher in the two days after daylight savings time and losing an hour of sleep has been associated with higher risk of heart attaches and injuries.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska supports State of Alaska House Bill 43 to exempt the State from daylight savings time and change the time zone for the State.

PASSED AND ADOPTED by the Homer City Council this ___day of _____, 2019.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A

HOUSE BILL NO. 43

IN THE LEGISLATURE OF THE STATE OF ALASKA

THIRTY-FIRST LEGISLATURE - FIRST SESSION

BY REPRESENTATIVES RAUSCHER, Jackson

Introduced: 2/20/19

Referred: State Affairs, Finance

A BILL

FOR AN ACT ENTITLED

1 **"An Act exempting the state from daylight saving time; petitioning the United States**
2 **Department of Transportation to change the time zones of the state; and providing for**
3 **an effective date."**

4 **BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:**

5 * **Section 1.** AS 44.12 is amended by adding a new section to read:

6 **Article 5. Standard Time.**

7 **Sec. 44.12.400. Exemption from daylight saving time.** The state exempts
8 itself from observation of advanced time, also known as daylight saving time, during
9 the period set under 15 U.S.C. 260a for the advancement of time each calendar year,
10 and the entire state shall observe the standard time that is otherwise applicable during
11 that period.

12 * **Sec. 2.** The uncodified law of the State of Alaska is amended by adding a new section to
13 read:

14 **PETITION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION**

1 TO CHANGE THE TIME ZONE IN WHICH ALASKA IS LOCATED. The legislature, by
2 this Act, petitions the United States Department of Transportation to initiate proceedings
3 under the Uniform Time Act of 1966 to hold hearings in the appropriate locations in this state
4 on the issue of changing the boundaries of the time zones in which Alaska is located or
5 placing all or part of the state within the Pacific Standard Time zone as provided in the United
6 States Department of Transportation's "Procedure for Moving an Area from One Time Zone
7 to Another." Within 21 days after the effective date of this section, the governor shall send a
8 copy of this Act along with any other necessary documentation prescribed by the United
9 States Department of Transportation to the appropriate official of the United States
10 Department of Transportation.

11 * **Sec. 3.** Section 2 of this Act takes effect immediately under AS 01.10.070(c).

12 * **Sec. 4.** Except as provided in sec. 3 of this Act, this Act takes effect January 1, 2020.

All Information (Except Text) for H.R.1601 - To allow States to elect to observe daylight savings time for the duration of the year, and for other purposes.

116th Congress (2019-2020) | [Get alerts](#)

[Back to this bill](#) **Sponsor:** [Rep. Bishop, Rob \[R-UT-1\]](#) (Introduced 03/07/2019)

Committees: House - Energy and Commerce

Latest Action: House - 03/07/2019 Referred to the House Committee on Energy and Commerce. ([All Actions](#))

Tracker: **Introduced** Passed House Passed Senate To President Became Law

As of 03/15/2019 text has not been received for H.R.1601 - To allow States to elect to observe daylight savings time for the duration of the year, and for other purposes.

Bills are generally sent to the Library of Congress from GPO, the Government Publishing Office, a day or two after they are introduced on the floor of the House or Senate. Delays can occur when there are a large number of bills to prepare or when a very large bill has to be printed.

Click the check-box to add or remove the section, click the text link to scroll to that section.

[Titles](#) [Actions Overview](#) [All Actions](#) [Cosponsors](#) [Committees](#) [Related Bills](#) [Subjects](#) [Latest Summary](#) All Summaries

Titles (1)

Official Titles

Official Titles - House of Representatives

Official Title as Introduced

To allow States to elect to observe daylight savings time for the duration of the year, and for other purposes.

Actions Overview (1)

Date	Action
03/07/2019	Introduced in House

All Actions (2)

Date	Action
03/07/2019	Referred to the House Committee on Energy and Commerce. Action By: House of Representatives
03/07/2019	Introduced in House Action By: House of Representatives

Cosponsors (3)

* = Original cosponsor

Cosponsor	Date Cosponsored
Rep. Soto, Darren [D-FL-9]	03/12/2019
Rep. Huffman, Jared [D-CA-2]	03/12/2019
Rep. Meadows, Mark [R-NC-11]	03/12/2019

Committees (1)

Committees, subcommittees and links to reports associated with this bill are listed here, as well as the nature and date of [committee activity](#) and [Congressional report](#) number.

Committee / Subcommittee	Date	Activity	Reports
House Energy and Commerce	03/07/2019	Referred to	

Related Bills (0)

As of 03/15/2019 no related bill information has been received for H.R.1601 - To allow States to elect to observe daylight savings time for the duration of the year, and for other purposes..

Subjects (0)

One [Policy Area](#) term, which best describes an entire measure, is assigned to every public bill or resolution.

Latest Summary (0)

A summary is in progress.

All Information (Except Text) for S.670 - A bill to make daylight savings time permanent, and for other purposes.

116th Congress (2019-2020) | [Get alerts](#)

[Back to this bill](#) [Sen. Rubio, Marco \[R-FL\]](#) (Introduced 03/06/2019)

Committees: Senate - Commerce, Science, and Transportation

Latest Action: Senate - 03/06/2019 Read twice and referred to the Committee on Commerce, Science, and Transportation. ([All Actions](#))

Tracker: **Introduced** Passed Senate Passed House To President Became Law

As of 03/15/2019 text has not been received for S.670 - A bill to make daylight savings time permanent, and for other purposes.

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Click the check-box to add or remove the section, click the text link to scroll to that section.

[Titles](#) [Actions Overview](#) [All Actions](#) [Cosponsors](#) [Committees](#) [Related Bills](#) [Subjects](#) [Latest Summary](#) All Summaries

Titles (1)

Official Titles

Official Titles - Senate

Official Titles as Introduced

A bill to make daylight savings time permanent, and for other purposes.

Actions Overview (1)

Date	
03/06/2019	Introduced in Senate

All Actions (1)

Date	
03/06/2019	Read twice and referred to the Committee on Commerce, Science, and Transportation. Action By: Senate

Cosponsors (2)

* = Original cosponsor

Cosponsor	Date Cosponsored
Sen. Scott, Rick [R-FL]*	03/06/2019
Sen. Wyden, Ron [D-OR]	03/12/2019

Committees (1)

Committees, subcommittees and links to reports associated with this bill are listed here, as well as the nature and date of [committee activity](#) and [Congressional report](#) number.

Committee / Subcommittee	Date	Activity	Reports
Senate Commerce, Science, and Transportation	03/06/2019	Referred to	

Related Bills (0)

As of 03/15/2019 no related bill information has been received for S.670 - A bill to make daylight savings time permanent, and for other purposes..

Subjects (0)

One [Policy Area](#) term, which best describes an entire measure, is assigned to every public bill or resolution.

Latest Summary (0)

A summary is in progress.

Daylight Saving Time

- [AK HB43 - Eliminate Daylight Saving Time](#)
Eliminate Daylight Saving Time
3/13/2019: COSPONSOR(S): JACKSON
- [AR HB1368 - To Adopt Year-round Standard Time And Eliminate Daylight Saving...](#)
To Adopt Year-round Standard Time And Eliminate Daylight Saving Time In Arkansas.
2/27/2019: WITHDRAWN BY AUTHOR
- [AR HR1034 - Resolution To Express The Will Of Arkansas To Adjust Arkansas's...](#)
Resolution To Express The Will Of Arkansas To Adjust Arkansas's Time To Preserve Sunshine; And To Request That The United States Government Allow States The Ability To "spring Forward" And Maintain That Time Permanently.
3/13/2019: House State Agencies & Govt'l Affairs (10:00 3/13/2019 Room 151)
- [CA AB7 - Daylight saving time.](#)
An act to amend Section 6808 of the Government Code, relating to computation of time, and declaring the urgency thereof, to take effect immediately.
1/17/2019: Referred to Coms. on G.O. and U. & E.
- [CO HB1074 - Daylight Saving Time Exemption](#)
Currently, "United States Mountain Standard Time" (MST) is the standard time within Colorado, except during the period of daylight saving time (i.e., the second Sunday in March to the first Sunday in November) when time is advanced one hour....
1/31/2019: House Committee on Rural Affairs & Agriculture Postpone Indefinitely
- [CT HB05043 - An Act Concerning The Adoption Of Atlantic Standard Time.](#)
To require the state to adopt Atlantic standard time upon the enactment of legislation in Massachusetts and Rhode Island adopting said time and federal approval of such change.
2/15/2019: Government Administration and Elections Public Hearing (00:00 2/15/2019)
- [IA HF71 - A bill for an act establishing daylight saving time as the offici...](#)
A bill for an act establishing daylight saving time as the official time in this state throughout the year.
1/31/2019: Subcommittee recommends passage.
- [ID H0085 - Adds to existing law to provide that the State of Idaho shall be...](#)
AN ACT RELATING TO DAYLIGHT SAVING TIME; AMENDING CHAPTER 1, TITLE 73, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 73-123, IDAHO CODE, TO PROVIDE THAT THE STATE OF IDAHO SHALL BE EXEMPT FROM THE DAYLIGHT SAVING TIME PROVISIONS OF FEDERAL LAW; AND PROVIDING...
2/22/2019: Filed in Office of the Chief Clerk
- [ID H0123 - Adds to existing law to provide that an area of the state of Ida...](#)
AN ACT RELATING TO DAYLIGHT SAVING TIME; AMENDING CHAPTER 1, TITLE 73, IDAHO CODE, BY THE ADDITION OF A NEW SECTION 73-123, IDAHO CODE, TO PROVIDE THAT AN AREA OF THE STATE OF IDAHO SHALL BE EXEMPT FROM THE DAYLIGHT SAVING TIME PROVISIONS OF FEDERAL LAW;...
2/14/2019: House State Affairs Committee (09:00 2/14/2019 Room EW40)
- [IN SB0542 - Petition for changing time zones. Requires the governor to peti...](#)
Petition for changing time zones. Requires the governor to petition the United States Department of Transportation to initiate proceedings under the Uniform Time Act of 1966 to locate all of Indiana in the Central Time Zone. Requires the governor's petition...
1/14/2019: First reading: referred to Committee on Rules and Legislative Procedure
- [KS HB2008 - Exempting Kansas from daylight saving time.](#)
AN ACT exempting the state of Kansas from daylight saving time. 2 3
2/14/2019: House Federal and State Affairs Hearing (09:00 2/14/2019 Room 346-S)
- [MA S1869 - Relative to sleep deprivation avoidance and promotion of good sl...](#)
For legislation relative to sleep deprivation avoidance and promotion of good sleeping practices. State Administration and Regulatory Oversight.
1/22/2019: House concurred
- [MA S1870 - Relative to Massachusetts time zones](#)
For legislation relative to Massachusetts time zones. State Administration and Regulatory Oversight.
1/22/2019: House concurred
- [ME LD144 - An Act To Opt Out of Federal Daylight Saving Time and To Ask the...](#)
An Act To Opt Out of Federal Daylight Saving Time and To Ask the United States Secretary of Transportation To Place the State in the Atlantic Time Zone
3/11/2019: Hearing (09:00 3/11/2019 Cross Building, Room 214)
- [ME LD885 - An Act Regarding Daylight Saving Time in Maine](#)

An Act Regarding Daylight Saving Time in Maine

3/11/2019: Hearing (09:00 3/11/2019 Cross Building, Room 214)

- [MI HB4303 - State; other; participation in daylight savings time; eliminate...](#)
A bill to provide for the official time followed in this state; and to provide for the elimination of daylight savings time in this state.
3/14/2019: Commerce and Tourism (09:00 3/14/2019 Room 327, House Office Building)
- [MN HF1397 - Daylight saving time effective year-round provided upon federal...](#)
Daylight saving time effective year-round provided upon federal authorization.
3/13/2019: Authors added Brand and Garofalo
- [MN SF1416 - Daylight saving time \(advanced standard time\) year-round standa...](#)
Daylight saving time (advanced standard time) year-round standard; daylight savings time abolishment
3/14/2019: Author added Hall
- [MN SF475 - Daylight savings time abolishment](#)
Daylight savings time abolishment
3/13/2019: Author added Newton
- [MO HB871 - Requires the state to observe daylight saving time as the year-r...](#)
Requires the state to observe daylight saving time as the year-round standard time if 15 U.S.C. Section 260a is amended
3/4/2019: Public Hearing Completed (H)
- [MO HJR39 - Proposes a constitutional amendment that establishes daylight sa...](#)
JOINT RESOLUTION NO. 39 100TH GENERAL ASSEMBLY INTRODUCED BY REPRESENTATIVE KELLEY (127). 1802H.01I DANA RADEMAN MILLER, Chief Clerk JOINT RESOLUTION Submitting to the qualified voters of Missouri an amendment to Article I of the Constitution of Missouri,...
2/11/2019: Withdrawn (H)
- [MS HB1548 - Daylight saving time; observe year-round if the federal law is ...](#)
An Act To Provide That Daylight Saving Time Shall Be The Year-round Standard Time Of The State Of Mississippi If Federal Law Is Amended To Authorize States To Observe Daylight Saving Time Year-round And All Contiguous States Observe The Same; And For Related Purposes.
3/5/2019: Died In Committee
- [MS HB380 - Daylight saving time; exempt State of Mississippi from.](#)
An Act To Exempt The State Of Mississippi From The Provisions Of Federal Law Establishing Daylight Saving Time; And For Related Purposes.
2/5/2019: Died In Committee
- [MS HB644 - Daylight saving time; observe year-round if federal law is amend...](#)
An Act To Provide That Daylight Saving Time Shall Be The Year-round Standard Time Of The State Of Mississippi If Federal Law Is Amended To Authorize States To Observe Daylight Saving Time Year-round; And For Related Purposes.
2/5/2019: Died In Committee
- [MS HB678 - Daylight saving time; observe year-round if federal law is amend...](#)
An Act To Provide That Daylight Saving Time Shall Be The Year-round Standard Time Of The State Of Mississippi If Federal Law Is Amended To Authorize States To Observe Daylight Saving Time Year-round; And For Related Purposes.
2/5/2019: Died In Committee
- [MS HB99 - Daylight saving; exempt the State of Mississippi from.](#)
An Act To Exempt The State Of Mississippi From The Provisions Of Federal Law Establishing Daylight Saving Time; And For Related Purposes.
2/5/2019: Died In Committee
- [MS HC24 - Daylight savings time; urge Congress to enact legislation to allo...](#)
A Concurrent Resolution Urging The Congress Of The United States To Enact Legislation Allowing Individual States To Establish Daylight Saving Time As The Standard Time In Their Respective States Throughout The Calendar Year.
2/11/2019: REFERRED TO RULES
- [MS SB2004 - Daylight saving time; observe year-round under certain conditio...](#)
An Act To Provide Legislative Intent That Daylight Saving Time Shall Be The Year-round Standard Time Of The Entire State Of Mississippi And All Of Its Political Subdivisions Under Certain Conditions; And For Related Purposes.
2/5/2019: Died In Committee
- [MS SB2009 - Mississippi Daylight Protection Act; create.](#)
An Act To Create The "mississippi Daylight Protection Act"; To Provide Legislative Intent That Daylight Saving Time Shall Be The Year-round Standard Time Of The Entire State Of Mississippi And All Of Its Political Subdivisions Under Certain Conditions;...
2/5/2019: Died In Committee

- [MS SB2028 - School bus safety regulations; prohibit student pick-up prior t...](#)
An Act To Amend Section 37-41-1, Mississippi Code Of 1972, To Provide That In The Month Of October And During The Beginning Of Daylight Saving Time In March, School Bus Safety Regulations Shall Prohibit Student Pick-up Prior To 7:00 A.m. To Ensure That...
2/5/2019: Died In Committee
- [MS SC630 - Provide legislative intent that Daylight Saving Time shall be th...](#)
A Concurrent Resolution To Provide Legislative Intent That Daylight Saving Time Shall Be The Year-round Standard Time Of The Entire State Of Mississippi.
3/14/2019: Transmitted To House
- [MT HB430 - Referendum for Montana daylight time](#)
Referendum for Montana daylight time
3/2/2019: (H) Missed Deadline for General Bill Transmittal
- [MT SB153 - Referendum on daylight savings time](#)
Referendum on daylight savings time
2/6/2019: (S) Tabled in Committee (S) State Administration
- [MT SB325 - Create the Montana Business Corporation Act](#)
Create the Montana Business Corporation Act
3/19/2019: (S) Hearing (S) Business, Labor, and Economic Affairs
- [NC H350 - Designate NC Time Zone/Observe DST All Year](#)
AN ACT TO DESIGNATE THE TIME ZONE OF NORTH CAROLINA AND TO ADOPT
3/14/2019: Ref to the Com on State and Local Government, if favorable, Rules, Calendar, and Operations of the House
- [ND 1486 - Designating central standard time as the official standard time f...](#)
A BILL for an Act to create and enact a new section to chapter 1-08 of the North Dakota Century Code, relating to designating central standard time as the official standard time for North Dakota.
2/20/2019: Motion to reconsider laid on table
- [NH HB567 - Relative to using the Atlantic Time Zone in New Hampshire.](#)
Relative to using the Atlantic Time Zone in New Hampshire.
2/28/2019: Ought to Pass: Motion Adopted DV 208-120 02/28/2019
- [NM HB73 - Exempt Nm From Daylight Savings Time](#)
AN ACT RELATING TO TIME; EXEMPTING NEW MEXICO FROM THE FEDERAL LAW REQUIRING THE OBSERVANCE OF DAYLIGHT-SAVING TIME.
3/12/2019: Senate Public Affairs Committee (13:30 3/12/2019 Room 326)
- [NM SB226 - Permanent Daylight Saving Time](#)
AN ACT RELATING TO TIME; EXEMPTING THE STATE OF NEW MEXICO FROM THE REVERSION TO STANDARD TIME FROM DAYLIGHT SAVING TIME WHEN THAT FEDERAL LAW IS AMENDED TO AUTHORIZE A STATE TO EXEMPT ITSELF FROM REVERTING TO STANDARD TIME.
2/22/2019: Sent to HSEIC - Referrals: HSEIC/HJC
- [NY A01690 - Establishes the task force on daylight saving time to study the...](#)
AN ACT to establish a task force to study the effects of New York state opting out of daylight saving time The People of the State of New York, represented in Senate and Assem- bly, do enact as follows: 1
1/16/2019: referred to governmental operations
- [NY A06622 - Eliminates daylight savings time.](#)
AN ACT to amend the general construction law, in relation to eliminating daylight savings time; to amend the public service law, in relation to daylight savings time; and to repeal section 2-106 of the administrative code of the city of New York relating...
3/14/2019: referred to governmental operations
- [NY S03928 - Establishes the task force on daylight saving time to study the...](#)
AN ACT to establish a task force to study the effects of New York state opting out of daylight saving time The People of the State of New York, represented in Senate and Assem- bly, do enact as follows: 1
2/21/2019: REFERRED TO FINANCE
- [OK HB1117 - Daylight saving time; exempting Oklahoma from the federal dayli...](#)
Daylight saving time; exempting Oklahoma from the federal daylight saving time provision; effective date.
2/6/2019: Second Reading referred to Rules
- [OR HB2297 - Relating to standards of time; providing that this Act shall be...](#)
Abolishes annual one-hour change in time from standard time to daylight saving time and maintains Oregon on daylight saving time. Becomes operative at 2 a.m. on November 7, 2021, which is first Sunday in November 2021. Refers Act to people for their approval...

- 3/18/2019: House Rules Public Hearing and Possible Work Session (15:00 3/18/2019 HR C)
- [OR SB320 - Relating to standards of time; providing that this Act shall be ...](#)
Abolishes annual one-hour change in time from standard time to daylight saving time and maintains Oregon on daylight saving time. Becomes operative at 2 a.m. on November 7, 2021, which is first Sunday in November 2021. Refers Act to people for their approval...
3/12/2019: Senate Business and General Government Public Hearing (08:30 3/12/2019 HR B)
- [OR SB464 - Relating to standards of time; prescribing an effective date.](#)
Abolishes daylight saving time.
1/16/2019: Referred to Business and General Government.
- [OR SJM6 - Urging Congress to allow state to maintain itself on daylight sav...](#)
Urges Congress to allow state to maintain itself on daylight saving time.
3/12/2019: Senate Business and General Government Public Hearing (08:30 3/12/2019 HR B)
- [PA HB825 - Amending the act of April 13, 1887 \(P.L.21, No.18\), entitled "An...](#)
An Act amending the act of April 13, 1887 (P.L.21, No.18), entitled "An act for the establishment of a uniform standard of time throughout the Commonwealth," prohibiting the use of daylight saving time.
3/14/2019: Referred to STATE GOVERNMENT
- [RI H5649 - Atlantic Time Zone](#)
Provides for Rhode Island's adoption of the Atlantic Time Zone if and when Massachusetts does so.
3/14/2019: House Special Legislation Hearing (00:00 3/14/2019)
- [SC H3018 - Congress; Amend 15 U.S.C. Section 260A to authorize states to ob...](#)
Memorialize Congress To Amend 15 U.s.c. Section 260a To Authorize States To Observe Daylight Saving Time Year-round.
2/26/2019: Member(s) request name added as sponsor: Toole
- [SC H3246 - Daylight savings time](#)
Provide That The Time Known As Eastern Standard Time Is Advanced By One Hour Beginning At 2:00 A.m. On The Second Sunday Of March Of 2019, And Beginning On This Date And Time And Thereafter Permanently Becomes Standard Time In South Carolina With No Further...
2/6/2019: Member(s) request name added as sponsor: Burns, Loftis
- [SC H3335 - Daylight saving time](#)
Provide That The South Carolina General Assembly Intends For Daylight Saving Time To Be The Year-round Standard Time Of The Entire State Should The United States Congress Amend Certain Related Federal Law To Allow States To Observe Daylight Saving Time Year Round.
1/8/2019: Referred to Committee on Judiciary
- [SC S0011 - Daylight saving time](#)
Provide That The South Carolina General Assembly Intends For Daylight Saving Time To Be The Year-round Standard Time Of The Entire State Should The United States Congress Amend Certain Related Federal Law To Allow States To Observe Daylight Saving Time Year Round.
3/13/2019: Committee report: Favorable Judiciary
- [TN HB0247 - As introduced, establishes daylight saving time as the standard...](#)
As introduced, establishes daylight saving time as the standard time in Tennessee, subject to authorization to do so from the United States Congress. - Amends TCA Section 4-1-401.
3/19/2019: House State Committee Hearing (10:30 3/19/2019 House Hearing Room II)
- [TN SB1100 - As introduced, establishes daylight saving time as the standard...](#)
As introduced, establishes daylight saving time as the standard time in Tennessee, subject to authorization to do so from the United States Congress. - Amends TCA Section 4-1-401.
3/19/2019: Senate State & Local Government Hearing (10:30 3/19/2019 Cordell Hull Building)
- [TX HB3784 - Relating to authorizing a statewide referendum allowing voters ...](#)
Relating to authorizing a statewide referendum allowing voters to indicate a preference for exempting the state from daylight saving time or observing daylight saving time year-round.
3/7/2019: Filed
- [TX HB49 - Relating to daylight saving time.](#)
Relating to daylight saving time.
3/13/2019: Left pending in committee
- [TX HJR117 - Proposing a constitutional amendment authorizing a statewide re...](#)
Proposing a constitutional amendment authorizing a statewide referendum allowing voters to indicate a preference for exempting this state from daylight saving time or observing daylight saving time year-round.
3/7/2019: Filed
- [TX HJR135 - Proposing a constitutional amendment abolishing daylight saving...](#)

Proposing a constitutional amendment abolishing daylight saving time in Texas.
3/8/2019: Filed

- [TX SB190 - Relating to daylight saving time.](#)
Relating to daylight saving time.
2/27/2019: Co-author authorized
- [TX SJR59 - Proposing a constitutional amendment abolishing daylight saving...](#)
Proposing a constitutional amendment abolishing daylight saving time in Texas.
3/7/2019: Filed
- [UT HB0066 - Year-round Daylight Saving Time](#)
Year-round Daylight Saving Time
3/14/2019: House/ filed in House file for bills not passed
- [UT HJR002 - Joint Resolution - Nonbinding Opinion Question on Daylight Savi...](#)
Joint Resolution - Nonbinding Opinion Question on Daylight Saving Time
3/9/2017: House/ filed in House file for bills not passed
- [VA HJR588 - Daylight saving time; Secretary of Commerce and Trade to study...](#)
Study; Secretary of Commerce and Trade; effects of daylight saving time on the Commonwealth; report. Requests the Secretary of Commerce and Trade to study the effects of the Commonwealth's continued observance of daylight saving time under the Uniform...
2/5/2019: Left in Rules
- [VT H0010 - An act relating to the establishment of year-round U.S. Eastern ...](#)
An act relating to the establishment of year-round U.S. Eastern Daylight Saving Time
1/17/2019: House Committee on General, Housing, and Military Affairs Hearing (00:00 1/17/2019)
- [WA HB1196 - Allowing for the year round observation of daylight saving time...](#)
AN ACT Relating to observing daylight saving time year round;1amending RCW 35A.21.190; adding new sections to chapter 1.20 RCW;2repealing RCW 1.20.050, 1.20.051, and 1.20.---; providing a3contingent effective date; and providing for submission of this...
3/20/2019: Senate Committee on State Government, Tribal Relations & Elections Public Hearing (08:00 3/20/2019 Senate Committee on State Government, Tr
- [WA SB5139 - Concerning daylight saving time in Washington state.](#)
AN ACT Relating to daylight saving time in Washington state;1amending RCW 1.20.051, 35A.21.190, and 35A.21.190; adding a new2section to chapter 1.20 RCW; creating a new section; repealing RCW31.20.051 and 1.20.050; providing a contingent effective date;...
3/14/2019: First reading, referred to State Government & Tribal Relations
- [WA SB5140 - Concerning uniform standard time for the state of Washington.](#)
AN ACT Relating to uniform standard time for the state of1Washington; adding a new section to chapter 1.20 RCW; adding a new2section to chapter 43.330 RCW; creating a new section; and repealing3RCW 1.20.051.4
2/20/2019: Public hearing in the Senate Committee on State Government, Tribal Relations & Elections at 8:00 AM.
- [WA SB5250 - Concerning permanent daylight saving time in Washington state.](#)
AN ACT Relating to permanent daylight saving time in Washington1state; amending RCW 1.20.051; providing a contingent effective date;2and providing for submission of this act to a vote of the people.3
2/20/2019: Public hearing in the Senate Committee on State Government, Tribal Relations & Elections at 8:00 AM.
- [WV SB486 - Making daylight saving time official year round](#)
Making daylight saving time official year round
1/31/2019: To Judiciary
- [WV SR39 - Urging US Congress allow states to move to permanent daylight sav...](#)
Urging US Congress allow states to move to permanent daylight saving time
2/13/2019: To Government Organization
- [WY HB0014 - Mountain daylight time.](#)
AN ACT relating to legal time; requiring an application for the state to transfer time zones as specified; establishing a new uniform state time; making legislative findings; and providing for an effective date.
2/14/2019: COW:Bill Reconsideration Motion Failed by Roll Call 15-15-0-0-0

(CNN) Losing sleep after clocks "spring forward" an hour could be more than just an annoyance. This small time shift can significantly raise the risk of health-related issues.



How to best prepare for time change 01:00

A 2016 [study](#) found that the overall rate for [stroke](#) was 8% higher in the two days after [daylight saving time](#). Cancer victims were 25% more likely to have a stroke during that time, and people older than 65 were 20% more likely to have a stroke.

The researchers, based in Finland, compared the rate of stroke in more than 3,000 people hospitalized the week after a daylight saving time shift to the rate of stroke in more than 11,000 people hospitalized two weeks before or after the week of transition.

"Stroke risk is highest in the morning hours," Dr. Jori Ruuskanen, study author from the University of Turku, said in an email. "Previous studies have also shown that the disruption of the circadian clock due to other reasons (e.g. due to rotating shift work) and sleep fragmentation are associated with an increased risk of stroke. However, we did not know whether stroke risk is affected by DST transitions. What is common in these situations is the disturbed sleep cycle, while the immediate mechanisms for the increased risk are unknown at the moment.



[Myths and truths about daylight saving time](#)

Daylight saving time is a small change, Ruuskanen said, but it affects whole nations twice a year. Ruuskanen said the risk drops off in the days after the transition because our bodies and circadian clocks gradually adapt. He and his fellow researchers will present their findings in Vancouver, British Columbia, during the annual meeting of the American Academy of Neurology in April. Ruuskanen said he and his team expect to continue looking into other potential health effects of the time shift.

More health effects

This isn't the first time research has warned of the potential negative implications of springing forward.

The Monday and Tuesday after daylight saving time in the spring have also been associated with a [10% increase in heart attacks](#), according to a 2012 study at the University of Alabama Birmingham.



[What daylight saving time does to your body](#)

"When we change the time by one hour, it throws a monkey wrench into our circadian process," said [Christopher Barnes](#), an associate professor of management at the University of Washington who researches the impact of sleep deprivation, especially in the workplace.

"The following Monday, we've discovered that people have about 40 minutes less sleep. Because we're already short on sleep to begin with, the effects of even 40 minutes are noticeable."

For a paper on public health policy recommendations, Barnes cited studies that show how the annual removal of an hour has been linked to more workplace injuries, auto accidents and even hinders moral decision making. In the paper, published in the *Perspective on Psychological Science*, Barnes and his co-author, Christopher Drake of the Sleep Disorders and Research Center at Henry Ford Hospital, suggested that daylight saving time be eliminated. They argued that based on the results of multiple studies showing its negative effects on cognitive ability, health and the workplace, removing this occurrence from our calendar would prioritize sleep health.

Even though there aren't as many negative associations with the fall transition, when we gain an hour, Barnes said their research has shown people don't typically use the extra hour for sleep.



[Daylight saving time fast facts](#)

"Human beings aren't built for 25-hour days," he said. "It throws people off because we're working against our natural process."

Preparing for shifts in sleep

Although the idea of [DST](#) was conceived by Benjamin Franklin in 1784, it wasn't established in the United States or Europe until World War I. It has been repealed, reinstated and extended over the years and states can exempt themselves from participating. Hawaii and Arizona don't observe it. There are [petitions](#) online to end it, but the movement hasn't gained any traction among politicians.

To combat the effects of the time transition, the [National Sleep Foundation](#) recommends sleeping in Sunday morning and taking a nap that afternoon. The foundation offers some guidance as part of its [Sleep Awareness Week](#) in March.

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- Most adults need seven to nine hours to function properly.
- Leave a couple of hours between eating and going to bed.
- Turn off mobile devices before you head to bed. Blue light from screens can affect your ability to sleep.
- Make your room all about sleep: Use a comfortable mattress, pillow and bedding, and keep your room dark.
- Create a bedtime ritual. Make deep breathing, stretches and other relaxing exercises part of your preslumber routine.
- Keep a piece of paper next to your bed. Write down any worries before trying to get to sleep.

As a society, we tend to treat sleep like a luxury or a necessary evil rather than a health issue, Barnes said.

"There are 70 countries that practice daylight saving time, so you have millions of people suffering from sleep deprivation," Barnes said. "We work and live in a culture that tries to cram in so much activity. Because of this, everything else suffers. I always tell my students that sleep makes everything better: your work, your life, your health and your relationships."

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 19-021

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AWARDING THE CONTRACT FOR AMBULANCE BILLING SERVICES
TO A FIRM TO BE DETERMINE, IN AN AMOUNT TO BE DISCLOSED
AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE
APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy, Request for Proposals were advertised in the Homer News January 24 and 31, 2019, the Alaska Dispatch News on January 27, 2019, posted on the City of Homer website; and

WHEREAS, Proposals were due on March 7, 2019 and ___proposals were received; and

WHEREAS, An RFP Committee met on Friday, March 15, 2019 to review proposals and _____, was determined to be the lowest responsive proposal and found qualified to complete the work; and

WHEREAS, This award is not final until written notification is received by _____ from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the contract for the ambulance billing services to a firm to be determined in an amount of to be disclosed.

PASSED AND ADOPTED by the Homer City Council this ___ day of _____. 2019.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

43
44
45

Fiscal Note: Account No. 100-0120-5210, Professional Services Estimated Costs \$_____.

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

