



AGENDA

City Council Regular Meeting

Monday, January 23, 2023 at 6:00 PM

City Hall Cowles Council Chambers In-Person & Via Zoom Webinar

Homer City Hall

491 E. Pioneer Avenue
Homer, Alaska 99603
www.cityofhomer-ak.gov

Zoom Webinar ID: 205 093 973 Password: 610853

<https://cityofhomer.zoom.us>
Dial: 346-248-7799 or 669-900-6833;
(Toll Free) 888-788-0099 or 877-853-5247

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE** Council Member Davis requests excusal.
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual)
3. **MAYORAL PROCLAMATIONS AND RECOGNITIONS**
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.)
 - 6.A. Homer City Council Unapproved Regular Meeting Minutes of January 29, 2023. City Clerk. **Page 5 - 10**
[January 9, 2023 Unapproved Minutes](#)
 - 6.B. Liquor License Renewal for Best Western Bidarka Inn/Otter Room and Beluga Lake Lodge. City Clerk. **Page 11 - 33**
[Agenda Item Report - CC-23-014](#)
 - 6.C. Retail Store Marijuana License Renewal for Uncle Herb's. City Clerk. **Page 34 - 77**
[Agenda Item Report - CC- 23-028](#)
 - 6.D. Travel Authorization for Mayor Castner and Council Members Lord, Aderhold, and Erickson to attend the AML Winter Legislative Conference in Juneau, Alaska, February 22-24, 2023. City Clerk. **Page 78 - 80**
[Agenda Item Report - CC- 23-022](#)
 - 6.E. Ordinance 23-05, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$20,239 from the General Fund Capital Asset Repair and Maintenance Allowance **Page 81 - 96**

(CARMA) Fund for the Purpose of Obtaining Short Term Rental Tracking Services from GOVOS. Aderhold/Davis.

[Agenda Item Report - CC-23-016](#)

- 6.F. Ordinance 23-06, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Accepting a Donation from Homer Rotary in the Amount of \$8,112 and Appropriating \$6,115 for the Purchase of Motorola Pagers and \$1,997 for Restoration of an Antique Water Tanks. City Manager/Fire Chief. **Page 97 - 99**

[Agenda Item Report - CC-23-017](#)

- 6.G. Ordinance 23-07, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$6,950 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of a Mobile Radio from ProComm Alaska. City Manager/Police Chief. **Page 100 - 103**

[Agenda Item Report - CC- 23-018](#)

- 6.H. Resolution 23-006, A Resolution of the City Council of Homer, Alaska Declaring Certain City Owned Equipment Surplus, Obsolete and Unneeded and Authorizing the City Manager to Dispose of the Used and Surplus Equipment in Accordance with Homer City Code 18.30.010-020 and 18.30.040(B). City Manager. **Page 104 - 107**

[Agenda Item Report - CC-23-019](#)

- 6.I. Resolution 23-007, A Resolution of the City Council of Homer, Alaska Approving a Memorandum of Understanding with the Alaska Invasive Species Partnership and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. **Page 108 - 116**

[Agenda Item Report - CC- 23-020](#)

- 6.J. Resolution 23-008, A Resolution of the City Council of Homer, Alaska Encouraging the Kenai Peninsula Borough to have the Homer Solid Waste Transfer Facility Open on Sundays to Accept Household Waste. Mayor. **Page 117 - 118**

[Agenda Item Report - CC-23-021](#)

7. VISITORS

- 7.A. SPARC Update - Ginny Espenshade (10 minutes)

8. ANNOUNCEMENTS/PRESENTATIONS/REPORTS (5 minutes each)

- 8.A. Committee of the Whole Report

- 8.B. Mayor's Report

Economic Development Manager Update - Julie Engebretsen

- 8.C. Borough Report

- 8.D. Planning Commission Report
- 8.E. Economic Development Advisory Commission Report
- 8.F. Library Advisory Board Report
- 8.G. Port & Harbor Advisory Commission Report **Page 119 - 121**
[Memo from Port & Harbor Advisory Commission](#)
 Memorandum from Port & Harbor Advisory Commission
- 8.H. Lunch with a Council Member - Council Member Lord

9. PUBLIC HEARING(S)

- 9.A. Ordinance 22-72(S), An Ordinance of the City Council of Homer, Alaska **Page 122 - 136**
 Amending Homer City Code Title 19, Parks, Campgrounds, and Public Places and Section 19.08.070, Certain Acts Prohibited; Section 19.20.020 General Rules, and Title 1, General Provisions, Section 1.16.040 Disposition of Scheduled Offenses. City Manager.

Ordinance 22-72(S-2), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 19, Parks, Campgrounds, and Public Places and Section 19.08.070, Certain Acts Prohibited; Section 19.20.020 General Rules, and Title 1, General Provisions, Section 1.16.040 Disposition of Scheduled Offenses. City Manager.

[Agenda Item Report - CC-23-023](#)

- 9.B. Ordinance 23-01, An Ordinance of the City Council of Homer, Alaska **Page 137 - 140**
 Amending the FY23 Capital Budget by Renewing the Appropriation of Funds in the Amount of \$750,000 from the General Fund Fund Balance for the Purpose of Reinitiating and Conducting a U.S. Army Corps of Engineers General Investigation Study for the Homer Large Vessel Port Expansion. City Manager.

[Agenda Item Report - CC-23-024](#)

- 9.C. Ordinance 23-02, An Ordinance of the City Council of Homer, Alaska **Page 141 - 183**
 Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$70,000 Divided Equally Between the Homer Accelerated Roads and Trails (HART) Trails Fund and the Land Reserves to Purchase a 4.53 Acre Parcel in the Bridge Creek Watershed Protection District. Aderhold.

[Agenda Item Report - CC-23-025](#)

- 9.D. Ordinance 23-03, An Ordinance of the City Council of Homer, Alaska **Page 184 - 190**
 Amending the FY23 Capital Budget by Appropriating \$24,000 from the United States Coast Guard (USCG) Hickory Maintenance Reserves for the Purpose of Contracting with Alaska Industrial Services for Fender Repairs to the Hickory Berth and Authorizing the City Manager to

Negotiate and Execute the Appropriate Documents. City Manager/Port Director.

[Agenda Item Report - CC-23-026](#)

- 9.E. Ordinance 23-04, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$38,775 from the Port Reserves for the Purpose of Purchasing Two Additional Parking Pay Kiosks and UPSafety Parking Management Software Package. City Manager/Port Director. **Page 191 - 194**

[Agenda Item Report - CC-23-027](#)

10. ORDINANCE(S)

11. CITY MANAGER'S REPORT

- 11.A. City Manager's Report

[City Manager's Report](#)

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12. PENDING BUSINESS

13. NEW BUSINESS

14. RESOLUTIONS

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, February 13, 2023 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

Session 23-01 a Regular Meeting of the City Council of Homer, Alaska was called to order on January 9, 2023 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.

PRESENT: COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, HANSEN, LORD, VENUTI

STAFF: CITY MANAGER DUMOUCHEL
CITY CLERK JACOBSEN
FINANCE DIRECTOR WALTON
PUBLIC WORKS DIRECTOR KEISER
CITY PLANNER ABOUD
NETWORK ADMINISTRATOR SULCZYNSKI
CITY ATTORNEY GATTI

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

Mayor Castner announced the supplemental items for the record as follows: **Consent Agenda** - Financial supplement forms for Ordinance 23-02 Funding the purchase of property in the Bridge Creek Watershed Protection District and Ordinance 23-04 funding Parking Pay Kiosks and Software; a copy of the Shared Fisheries Business tax program application as back up to Resolution 23-003 adopting an Alternative Allocation method for the city's application; **Public Hearings** - written public comment for Ordinance 22-40 amending the sign code - **Pending Business** Written public comment for Ordinance 22-72(S) amending title 19 regarding unrestrained dogs in city parks and campgrounds; and **City Manager's report** letter from the US Navy regarding Gulf of Alaska Training Activities, Flyer for the Consular Office of Japan in Anchorage Online Arctic Symposium, and written public comment.

ADERHOLD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

3. MAYORAL PROCLAMATIONS AND RECOGNITIONS

4. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (The public may comment for three minutes on agenda items not schedule for public hearing.)

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.)

- 6.A. Homer City Council Unapproved Regular Meeting Minutes of November 28, 2022. City Clerk. Recommend adoption.

- 6.B. Reappointment of Ian Pitzman and Bruce Friend to the Port and Harbor Advisory Commission. Mayor. Recommend approval.
- 6.C. Ordinance 23-01, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Renewing the Appropriation of Funds in the Amount of \$750,000 from the General Fund Fund Balance for the Purpose of Reinitiating and Conducting a U.S. Army Corps of Engineers General Investigation Study for the Homer Large Vessel Port Expansion. City Manager. Recommended dates introduction January 9, 2023 Public Hearing and Second Reading January 23, 2023.
- 6.D. Ordinance 23-02, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$70,000 Divided Equally Between the Homer Accelerated Roads and Trails (HART) Trails Fund and the Land Reserves to Purchase a 4.53 Acre Parcel in the Bridge Creek Watershed Protection District. Aderhold. Recommended dates introduction January 9, 2023 Public Hearing and Second Reading January 23, 2023.
- 6.E. Ordinance 23-03, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$24,000 from the United States Coast Guard (USCG) Hickory Maintenance Reserves for the Purpose of Contracting with Alaska Industrial Services for Fender Repairs to the Hickory Berth and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommended dates introduction January 9, 2023 Public Hearing and Second Reading January 23, 2023.
- 6.F. Ordinance 23-04, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$38,775 from the Port Reserves for the Purpose of Purchasing Two Additional Parking Pay Kiosks and UPSafety Parking Management Software Package. City Manager/Port Director. Recommended dates introduction January 9, 2023 Public Hearing and Second Reading January 23, 2023.
- 6.G. Resolution 23-001, A Resolution of the City Council of Homer, Alaska Confirming the City Manager's Appointment of Melissa Jacobsen as Acting City Manager for Calendar Year 2023. City Manager. Recommend adoption.
- 6.H. Resolution 23-002, A Resolution of the City Council of Homer, Alaska Confirming the Appointment of Elizabeth Walton as Treasurer and Jenna DeLumeau as Deputy Treasurer for Calendar Year 2023. City Manager. Recommend adoption.
- 6.I. Resolution 23-003, A Resolution of the City Council of Homer, Alaska Adopting an Alternative Allocation Method for the FY23 Shared Fisheries Business Tax Program and Certifying that this Allocation Method Fairly Represents the Distribution of Significant Effects of Fisheries Business Activity in FMA 14: Cook Inlet Area. City Manager. Recommend adoption.
- 6.J. Resolution 23-004, A Resolution of the City Council of Homer, Alaska Approving a Contract Amendment with Homer Animal Services, LLC which allows for the Retention of Fees for Services Provided by Homer Animal Services, LLC Staff and Authorizes the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

- 6.K. Resolution 23-005, A Resolution of the City Council of Homer, Alaska Supporting the Recertification of the Prince William Sound Regional Citizens Advisory Council by the United States Coast Guard through PWSRCAC Recertification Docket USCG-2022-0707. Aderhold. Recommend adoption.

City Clerk Jacobsen read the consent agenda and recommendations into the record.

ADERHOLD/VENUTI MOVED TO ADOPT THE RECOMMENDATIONS OF THE CONSENT AGENDA AS READ.

There was brief discussion confirming that additional information regarding Ordinance 23-02 at the next meeting regarding total net cost to the City and liens on the property.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

7. VISITORS

8. ANNOUNCEMENTS/PRESENTATIONS/REPORTS (5 minutes each)

- 8.A. Worksession/Committee of the Whole Report

City Manager Dumouchel reported on the presentation provided by HDR that was focused on CIP project evaluation and federal grant recommendations.

Council Member Aderhold reported at the Committee of the Whole they continued the discussion about opportunities related to federal grants and the HERC which is not included for federal funding at this time.

- 8.B. Mayor's Report

Mayor Castner reported that this Friday will be the last day for the COVID test clinic. He announced his top priorities for this year which include an overall financial plan, an ordinance for City wide business licensing, storm water and drainage, and progress with the Port expansion project.

- 8.C. Borough Report

- 8.D. Planning Commission Report

- 8.E. Port & Harbor Advisory Commission Report

Port and Harbor Advisory Commissioner Bob Shavelson commented regarding an article in the Homer News about a sailboat that sank in the Harbor and Harbor staff's quick response to the matter. At their last meeting the Commission heard a report that the Department of Natural Resources is going through the process of making rules for abandoned and derelict vessels, kiosk and software for spit parking and parking day rate increase from \$5 to \$10, funding replacement of aging floats, and the upcoming worksession on the Large Vessel Harbor Project.

- 8.F. AML Travel Report

Written reports from Council Members Erickson and Aderhold were provided in the packet.

9. PUBLIC HEARING(S)

- 9.A. Ordinance 22-70, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code, Section 21.60.100 Signs Exempt from Regulation to Exempt Signs Not Visible from Public Rights of Way. Lord. Introduction October 24, 2022, Public Hearing and Second Reading Postponed to November 28 and Referred to Planning Commission. Public Hearing and Second Reading Postponed to January 9, 2023.

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

LORD/ERICKSON MOVED TO ADOPT ORDINANCE 22-70 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

LORD/ADERHOLD MOVED TO AMEND LINES 9, 20, 24, AND 26 TO STRIKE VISIBLE AND REPLACE IT WITH LEGIBLE.

Council Member Lord noted the Planning Commission received public comment regarding this and sent the recommendation to Council for the title, and this amendment makes it consistent throughout.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the main motion.

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

Motion carried.

10. ORDINANCE(S)

11. CITY MANAGER'S REPORT

- 11.A. City Manager's Report

City Manager Dumouchel noted his written report in the packet and highlighted the budget process is getting under way, he's suspending camping at Karen Hornaday Park, and 2022 Council Visioning follow-up. He also noted change from his report regarding a housing forum, there are others in the community working on the same thing so we're going join forces and will have a broader stakeholders group which will be a positive thing.

There was brief discussion regarding the Homer Foundation funding for Hornaday Park playground maintenance and repair and the ADA Parks Transition Plan that's in process. There was also discussion regarding the campground closure.

12. PENDING BUSINESS

- 12.A. Ordinance 22-72, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals, Sections 20.04.020 Definitions, 20.08.010 Animals At Large, 20.08.040 Nuisance

Animals And 20.32.020 Fine Schedule to Refine the Definition of “At Large”, Clarify Areas Where Animals Are To Be On Leash At All Times and Amend Related Fines. Venuti/Erickson. Introduction October 24, 2022 postponed to January 9, 2023 and Referred to Parks Art Recreation & Culture Advisory Commission. Public Hearing and Second Reading January 23, 2023.

Ordinance 22-72(S), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 19, Parks, Campgrounds, and Public Places and Section 19.08.070, Certain Acts Prohibited; Section 19.20.020 General Rules, and Title 1, General Provisions, Section 1.16.040 Disposition of Scheduled Offenses. City Manager.

Mayor Castner announced there is a motion on the floor for the introduction of Ord 22-72 from October 24, 2022 and opened the floor for discussion.

ERICKSON/VENUTI MOVED TO SUBSTITUTE ORDINANCE 22-72(S) FOR 22-72.

There was no discussion on the motion to substitute.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There were comments in support of introduction and confirming with the City Manager that the City Attorney had reviewed the substitute ordinance.

VOTE (introduction): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

13. NEW BUSINESS

14. RESOLUTIONS

15. COMMENTS OF THE AUDIENCE (The public may comment for three minutes on any topic.)

16. COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

17. COMMENTS OF THE CITY CLERK

City Clerk Jacobsen shared there is an opening on the ADA Advisory Board and that absentee in person voting for the Borough Special Election will be conducted at the Borough Annex building.

18. COMMENTS OF THE CITY MANAGER

City Manager Dumouchel had no comments.

19. COMMENTS OF THE MAYOR

Mayor Castner thanked those who attended the Kenia Peninsula Economic Development District (KPEDD) Industry Outlook Forum. This is a year the residents need to make a score card because there are going to be a lot of projects in the millions of dollars, Council has a priority list, and he encouraged the public to start attending the Council, Board, and Commission meetings.

20. COMMENTS OF THE CITY COUNCIL

Council Member Cavasos said it was a good meeting and she hopes to be in person next time.

Council Member Aderhold said Happy New Year, it was a good first meeting. She's in Cordova and will be in Anchorage for the next meeting and will be remote again. The Industry Outlook Forum was well done and she appreciates the scope has expanded to important topics beyond the oil industry. She added that Drawdown in coming back, their focus is non-motorized transportation and encouraged people to attend if they're interested.

Council Member Erickson thanked the Homer Police Department for their pro-tips and interaction with other police departments. At AML they talked about how people have isolated over the last couple of year and we've not always been coming together in healthy ways, and have had trouble reconnecting. It's important this year that we focusing together and have good discussion about different issues. Council will have a lot of weighty decisions to make regarding the grants that will be coming up, and how they will responsibly say yes this is what we need and are willing to pay for. She concurred with the Mayor that we're all going to have to draw together to make these decisions. She wished everyone happy New Year.

Council Member Davis also appreciated KPEDD's work and the Industry Outlook Forum. He'll be absent at the next meeting and will see everyone in February.

Council Member Venuti agreed it was a great Industry Outlook Forum. She noted Martin Luther King Day is Monday and encouraged using that day to reflect on the principles of racial equality and non-violent social change. She also shared regarding a recent school shooting in Virginia where a 6 year old shot his first grade teacher. It's a tragedy and she encouraged parents to be mindful of their children's anger and signs of danger, contact mental health if needed, and keep gun cabinet's locket. She wished everyone happy new year.

Council Member Lord said happy 2023. She shared about the recent Friday Night Lights ski event hosted by the Kachemak Nordic Ski Club and thanked the groomers for their work on the trails. She appreciated being able to attend the KPEDD event virtually.

21. ADJOURNMENT There being no further business to come before the Council Mayor Castner adjourned the meeting at 6:53 p.m. The next Regular Meeting is Monday, January 23, 2022 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.

Melissa Jacobsen, MMC, City Clerk

Approved: _____



AGENDA ITEM REPORT

Liquor License Renewal for Best Western Bidarka Inn/Otter Room and Beluga Lake Lodge.

Item Type: Action Memorandum
Prepared For: Mayor and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Melissa Jacobsen, City Clerk
Department: Clerks
Attachments: [1402 Best Western Bidarka Inn Otter Room](#)
[4795 KPB Non Objection](#)
[HPD Non-Objection](#)
[4795 Beluga Lake Lodge](#)
[1402 KPB Non Objection](#)

Summary Statement:

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of a Liquor License Renewal Applications within the City of Homer for the following businesses:

License Type: Beverage Dispensary-Tourism
License #: 1402
DBA Name: Best Western Bidarka Inn/Otter Room
Service Location: 575 Sterling Highway, Homer, AK 99603
Licensee: Johnson Inn Homer, LLC
Contact Person: Doug Johnson

License Type: Beverage Dispensary-Tourism
License #: 4795
DBA Name: Beluga Lake Lodge
Service Location: 204 Ocean Drive Loop, Homer, AK 99603
Licensee: Johnson Inn Homer, LLC
Contact Person: Doug Johnson

Staff Recommendation:

Voice non objection and approval for the Liquor License renewal.



January 10, 2023

City of Homer

Kenai Peninsula Borough

Via Email: MJenkins@kpb.us; JVanhose@kpb.us; jratky@kpb.us; Cjackinsky@kpb.us;
MAldridge@kpb.us; ncarver@kpb.us; slopez@kpb.us; JBlankenship@kpb.us; assemblyclerk@kpb.us;
bcarter@kpb.us; Mjacobsen@ci.homer.ak.us; clerk@cityofhomer-ak.gov

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Beverage Dispensary – Tourism	License	1402
Licensee:	Johnson Inn Homer, LLC		
Doing Business As:	Best Western Bidarka Inn / Otter Room		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

FORM CONTROL

XXXX

ISSUED
01/10/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

1402

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license details]

LICENSE FEE: \$2,500.00

1106

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Best Western Bidarka Inn /
575 Sterling Hwy
Mail Address:
Johnson Inn Homer, LLC
575 Sterling Highway
Homer, AK 99603

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

FORM CONTROL

XXXX

ISSUED
01/10/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

1402

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

[Empty box for license details]

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Best Western Bidarka Inn / Otter Room
575 Sterling Hwy
Mailing Address:
Johnson Inn Homer, LLC
575 Sterling Highway
Homer, AK 99603

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Johnson Inn Homer, LLC	License #:	1402
License Type:	Beverage Dispensary - Tourism		
Doing Business As:	Best Western Bidarka Inn / Otter Room		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:	None		

If your mailing address has changed, write the NEW address below:

Mailing Address:			
City:	State:	ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Doug Johnson	Contact Phone:	907-299-1413
Contact Email:	DJ-Bidarkainn@hotmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:	Contact Phone:	
Contact Email:		

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO



Section 4 – Ownership Structure Certification

YES NO

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.



Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

Table with 4 rows of license operation options and columns for 2021 and 2022. Row 1: Operated for more than 240 hours (checked). Row 2: Only operated during specified time (unchecked). Row 3: Only operated to meet minimum requirement (unchecked). Row 4: Not operated or not for minimum requirement (unchecked).

Section 6 - Violations and Convictions

YES NO

Have ANY Notices of Violation been issued for this license?

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

YES NO

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)

If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

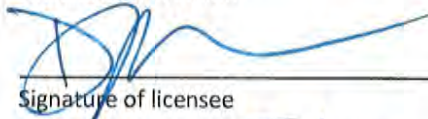
- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application...
I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and I have provided AMCO with all required changes of the ownership structure of the business license...

AMCO DEC 16 2022



- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

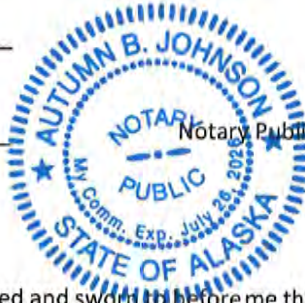
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.




 Signature of licensee

Douglas Johnson

 Printed name of licensee





 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: July 26, 2026

Subscribed and sworn to before me this 14th day of December, 2022.

- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

AMCO
 DEC 16 2022

FOR OFFICE USE ONLY

License Fee:	\$ <u>2500.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ <u>2800.00</u>

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Johnson Inn Homer, LLC

Entity Type: Limited Liability Company

Entity #: 10024779

Status: Good Standing

AK Formed Date: 11/10/2014

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2024

Entity Mailing Address: 575 STERLING HWY, HOMER, AK 99603-7447

Entity Physical Address: 575, STERLING HWY, HOMER, AK, AK 99603-7447

Registered Agent

Agent Name: Douglas Johnson

Registered Mailing Address: 575 STERLING HWY, HOMER, AK 99603-7447

Registered Physical Address: 55156 HILL AVE., HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Douglas Johnson	Member	50.00
	Jacky Johnson	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/10/2014	Creation Filing	Click to View	Click to View
11/10/2014	Initial Report	Click to View	
1/06/2016	Biennial Report	Click to View	
11/06/2017	Biennial Report	Click to View	
10/15/2019	Biennial Report	Click to View	
12/14/2021	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

BW BIDARKA INN

575 STERLING HWY, HOMER, AK 99603-7447

owned by

JOHNSON INN HOMER, LLC

ENDORSEMENT: 1013270 - 1

Effective December 14, 2021 through December 31, 2023

This business license has an endorsement for the physical address shown below:

575 STERLING HWY, HOMER, AK 99603



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location. It is not transferable or assignable.

Julie Anderson
Commissioner

License Detail

Page 9 of 23

LICENSE DETAILS

[Print Business License](#)**License #:** 1013270**Business Name:** BW BIDARKA INN**Status:** Active**Issue Date:** 11/25/2014**Expiration Date:** 12/31/2023**Mailing Address:** 575 STERLING HWY
HOMER, AK 99603-7447**Physical Address:** 575 Sterling Hwy
HOMER, AK 99603-7447

Owners

JOHNSON INN HOMER, LLC

Activities

Line of Business

72 - Accommodation and Food Services

72 - Accommodation and Food Services

NAICS

722110 - FULL-SERVICE RESTAURANTS

721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS

Professional License #

Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	11/6/2017	12/14/2021	12/31/2023			575 STERLING HWY, HOMER, AK 99603

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)[Print Friendly Version](#)

License Detail

LICENSE DETAILS

Page 10 of 23

License #: 278560

License unavailable for printing

Business Name: BEST WESTERN BIDARKA INN**Status:** Expired**Issue Date:** 09/18/2000**Expiration Date:** 12/31/2015**Mailing Address:** 575 STERLING HWY
HOMER, AK 99603**Physical Address:** 575 STERLING HWY
HOMER, AK 99603

Owners

BELUGA LAKE LODGE, INC.

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)	
72 - Accommodation and Food Services	721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS	

Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	5/6/2015		12/31/2015			575 STERLING HWY, HOMER, AK 99603

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)[Print Friendly Version](#)



Office of the Borough Clerk

Page 11 of 23

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Michele Turner, CMC
Acting Borough Clerk

1/12/2023

Sent via email: clerk@ci.homer.ak.us

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant : Johnson Inn Homer, LLC
Business Name : Beluga Lake Lodge
License Type : Beverage Dispensary/Tourism
License Location : 204 Ocean Dr. Loop, Homer, AK 99603, City of Homer
License No. : 4795
Application Type : License Renewal

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: DJ_Bidarkainn@hotmail.com;

<mailto:amco.localgovernmentonly@alaska.gov>

MT/jr



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: JANUARY 18, 2023

SUBJECT: LIQUOR LICENSE RENEWAL FOR BEST WESTERN BIDARKA INN/OTTER ROOM
AND BELUGA LAKE LODGE – NO OBJECTION

The Homer Police Department has no objection to the Liquor License Renewal Applications within the City of Homer for the following businesses:

License Type: Beverage Dispensary-Tourism
License #: 1402
DBA Name: Best Western Bidarka Inn/Otter Room
Service Location: 575 Sterling Highway, Homer, AK 99603
Licensee: Johnson Inn Homer, LLC
Contact Person: Doug Johnson

License Type: Beverage Dispensary-Tourism
License #: 4795
DBA Name: Beluga Lake Lodge
Service Location: 204 Ocean Drive Loop, Homer, AK 99603
Licensee: Johnson Inn Homer, LLC
Contact Person: Doug Johnson



January 10, 2023

City of Homer

Kenai Peninsula Borough

Via Email: MJenkins@kpb.us; JVanhose@kpb.us; jratky@kpb.us; Cjackinsky@kpb.us;
MAldridge@kpb.us; ncarver@kpb.us; slopez@kpb.us; JBlankenship@kpb.us; assemblyclerk@kpb.us;
bcarter@kpb.us; Mjacobsen@ci.homer.ak.us; clerk@cityofhomer-ak.gov

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Beverage Dispensary – Tourism	License	4795
Licensee:	Johnson Inn Homer, LLC		
Doing Business As:	Beluga Lake Lodge		

We have received a completed renewal application for the above listed license (see attached application documents) within your jurisdiction. This is the notice required under AS 04.11.480.

A local governing body may protest the approval of an application(s) pursuant to AS 04.11.480 by furnishing the director **and** the applicant with a clear and concise written statement of reasons for the protest within 60 days of receipt of this notice, and by allowing the applicant a reasonable opportunity to defend the application before a meeting of the local governing body, as required by 3 AAC 304.145(d). If a protest is filed, the board will deny the application unless the board finds that the protest is arbitrary, capricious, and unreasonable.

To protest the application referenced above, please submit your written protest within 60 days, and show proof of service upon the applicant and proof that the applicant has had a reasonable opportunity to defend the application before a meeting of the local governing body.

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

XXXX

ISSUED
01/10/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024

4795

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

TEMPORARY

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1106

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Beluga Lake Lodge
204 Ocean Dr Loop

Mail Address:
Johnson Inn Homer, LLC
575 Sterling Highway
Homer, AK 99603

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

Joan M. Wilson
DIRECTOR

XXXX

ISSUED
01/10/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024

4795

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2024 (AS 04.11.270(b))

TEMPORARY

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Beluga Lake Lodge
204 Ocean Dr Loop

Mailing Address:
Johnson Inn Homer, LLC
575 Sterling Highway
Homer, AK 99603

This license cannot be transferred without permission
of the Alcoholic Beverage Control Board

[] Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2022 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any application for renewal or any fees for renewal that have not been postmarked by 2/28/2023 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

Section 1 - Establishment Contact Information

Licensee (Owner):	Johnson Inn Homer, LLC	License #:	4795
License Type:	Beverage Dispensary - Tourism		
Doing Business As:	Beluga Lake Lodge		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:			

If your mailing address has changed, write the NEW address below:

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

Contact Licensee: The individual listed below must be part of the ownership structure of the licensee listed in Section 1. This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Douglas Johnson	Contact Phone:	907-299-1413
Contact Email:	DS-Bidarckainn@hotmail.com		

Optional: If you wish for AMCO staff to communicate with anyone other than the Contact Licensee (such as legal counsel) about your license, list their information below:

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2022 and/or 2023?

YES NO

AMCO

DEC 16 2022



Section 4 – Ownership Structure Certification

YES [] NO [x]

Did the ownership structure of the licensed business change in 2021/2022?

If Yes, and you have NOT notified AMCO, list the updated information on form AB-39: Change of Officers and submit with your renewal application.

If No, certify the statement below by initialing the box to the right of the statement.

I certify that the ownership structure of the business who owns this alcohol license did not change in any way during the calendar years 2021 or 2022.

[Handwritten signature]

Section 5 – License Operation

Check ONE BOX for EACH CALENDAR YEAR that best describes how this liquor license was operated:

- 1. The license was operated for more than 240 hours throughout each year. (Year-round)
2. The license was only operated during a specified time each year. (Not to exceed 6 months per year)
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year...

2021 [x] 2022 [x]
[] []
[] []
[] []

Section 6 - Violations and Convictions

Have ANY Notices of Violation been issued for this license?

YES [] NO [x]

Has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2021 or 2022?

[] [x]

If you checked YES, you MUST attach a list of all Notices of Violation and/or Convictions per AS 04.11.270(a)(2)
If you are unsure if you have received any Notices of Violation, contact the office before submitting this form.

Section 7 – Certifications

As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application...
I certify that in accordance with AS 04.11.450, no one other than the licensee(s), as defined in AS 04.11.260, has a direct or indirect financial interest in the licensed business.
I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current...

AMCO DEC 16 2022



- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Signature]
 Signature of licensee
Douglas Johnson
 Printed name of licensee



[Signature]
 Signature of Notary Public
 Notary Public in and for the State of Alaska
 My commission expires: July 26, 2026

Subscribed and sworn to before me this 14th day of December, 2022.

- Restaurant and Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed AB-36: Recreational Site Statement
- Tourism** applications must include a completed AB-37: Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification
- Common Carrier** applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:
<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

AMCO
 DEC 16 2022

FOR OFFICE USE ONLY

100 511492

License Fee:	\$ 2500.00	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ 2800.00

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	Johnson Inn Homer, LLC

Entity Type: Limited Liability Company

Entity #: 10024779

Status: Good Standing

AK Formed Date: 11/10/2014

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2024

Entity Mailing Address: 575 STERLING HWY, HOMER, AK 99603-7447

Entity Physical Address: 575, STERLING HWY, HOMER, AK, AK 99603-7447

Registered Agent

Agent Name: Douglas Johnson

Registered Mailing Address: 575 STERLING HWY, HOMER, AK 99603-7447

Registered Physical Address: 55156 HILL AVE., HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Douglas Johnson	Member	50.00
	Jacky Johnson	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
11/10/2014	Creation Filing	Click to View	Click to View
11/10/2014	Initial Report	Click to View	
1/06/2016	Biennial Report	Click to View	
11/06/2017	Biennial Report	Click to View	
10/15/2019	Biennial Report	Click to View	
12/14/2021	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806

This is to certify that

BELUGA LAKE LODGE

575 STERLING HWY, HOMER, AK 99603

owned by

JOHNSON INN HOMER, LLC

is licensed by the department to conduct business for the period

December 14, 2021 to December 31, 2023
for the following line(s) of business:

72 - Accommodation and Food Services



This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

License Detail

Page 22 of 23

LICENSE DETAILS

[Print Business License](#)
License #: 1013272**Business Name:** BELUGA LAKE LODGE**Status:** Active**Issue Date:** 11/25/2014**Expiration Date:** 12/31/2023**Mailing Address:** 575 STERLING HWY
HOMER, AK 99603**Physical Address:** 575 Sterling Hwy
HOMER, AK 99603

Owners

JOHNSON INN HOMER, LLC

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	
72 - Accommodation and Food Services	721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)
[Print Friendly Version](#)



Office of the Borough Clerk

Page 23 of 23

144 North Binkley Street, Soldotna, Alaska 99669 • (907) 714-2160 • (907) 714-2388 Fax

Michele Turner, CMC
Acting Borough Clerk

1/13/2023

Sent via email: clerk@ci.homer.ak.us

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant : Johnson Inn Homer, LLC
Business Name : Best Western Bidarka Inn/Otter Room
License Type : Beverage Dispensary/Tourism
License Location : 575 Sterling Highway, Homer, AK 99603, City of Homer
License No. : 1402
Application Type : License Renewal

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough has reviewed the above referenced application and has no objection.

Should you have any questions, or need additional information, please do not hesitate to let us know.

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: DJ_Bidarkainn@hotmail.com;

<mailto:amco.localgovernmentonly@alaska.gov>

MT/jr



AGENDA ITEM REPORT

Retail Store Marijuana License Renewal for Uncle Herb's

Item Type: Action Memorandum
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Melissa Jacobsen, City Clerk
Department: Clerks
Attachments: [12866 Uncle Herbs Renewal](#)
[HPD Non Objection](#)
[Planning Review](#)

Summary Statement:

We have been notified by the Alcohol Marijuana Control Office of the application for a renewal of a retail marijuana store license for:

Type: Retail Marijuana Store License
License #: 12866
DBA Name: Uncle Herb's
Service Location: 1312 Ocean Drive, Unit 2, Homer, AK 99603
Licensee: Eden Management Group, LLC
Designated Licensee: Lloyd Stiasny
Mailing Address: PO Box 90171, Anchorage, AK 99509

Staff Recommendation:

Voice non objection and approval for the retail marijuana store license.



January 10, 2023

From: marijuana.licensing@alaska.gov ; amco.localgovernmentonly@alaska.gov

Licensee: **Eden Management Group, LLC.**

DBA: UNCLE HERB'S

VIA email: lloyd@edenalaska.com

CC: n/a

Local Government: Homer

Via Email: clerk@cityofhomer-ak.gov

Local Government: Kenai Peninsula Borough

Via Email: jblankenship@kpb.us ; micheleturner@kpb.us ; jratky@kpb.us ; assemblyclerk@kpb.us ; mjenkins@kpb.us ; MAldridge@kpb.us ; slopez@kpb.us ; ncarver@kpb.us ; VanHoose@kpb.us ; bcarter@kpb.us

Community Council: N/A

Via Email: N/A

CC: n/a

BCC: amco.admin@alaska.gov

Re: Retail Marijuana Store #12866 Combined Renewal Notice

License Number:	#12866
License Type:	Retail Marijuana Store
Licensee:	Eden Management Group, LLC.
Doing Business As:	UNCLE HERB'S
Physical Address:	1213 Ocean Drive Unit 2 Homer, AK 99603
Designated Licensee:	Lloyd Stiassny
Phone Number:	907-230-6436
Email Address:	lloyd@edenalaska.com

License Renewal Application

Endorsement Renewal Application

Dear Licensee:

After reviewing your renewal documents, AMCO staff has deemed the application complete for the purposes of 3 AAC 306.035(c).

Your application will now be sent electronically, in its entirety, to your local government, your community council (if your proposed premises is in Anchorage or certain locations in the Mat-Su Borough), and to any non-profit agencies who have requested notification of applications. The local government has 60 days to protest your application per 3 AAC 306.060.

At the May 15, 2017 Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications. However, the board is required to consider this application independently if you have been issued notice(s) of violation for this license during this time; same goes for if your local government protests this application, or if a public objection to this application is received within 30 days of this notice under 3 AAC 306.065.

In the event AMCO staff determines that your application requires independent board consideration for NOV(s), etc. you will then be sent an email notification with this notice regarding your mandatory board appearance. Upon final approval, your 2022/2023 license will be provided to you during your annual inspection. If our office determines that an inspection is not necessary, the license will be mailed to you at the mailing address on file for your establishment.

Please feel free to contact us through the marijuana.licensing@alaska.gov email address if you have any questions.

Dear Local Government:

AMCO has received a complete renewal application and/or endorsement renewal application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To protest the approval of this application 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 306.060 states that the board will uphold a local government protest and deny an application for a marijuana establishment license unless the board finds that a protest by a local government is arbitrary, capricious, and unreasonable. If the protest is a “conditional protest” as defined in 3 AAC 306.060(d)(2) and the application otherwise meets all the criteria set forth by the regulations, the Marijuana Control Board may approve the license renewal, but require the applicant to show to the board’s satisfaction that the requirements of the local government have been met before the director issues the license.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email amco.localgovernmentonly@alaska.gov.

Dear Community Council (Municipality of Anchorage and Mat-Su Borough only)

AMCO has received a complete renewal application for the above listed license within your jurisdiction. This notice is required under 3 AAC 306.035(c)(2). Application documents will be sent to you separately via ZendTo.

To object to the approval of this application pursuant to 3 AAC 306.065, you must furnish the director **and** the applicant with a clear and concise written statement of reasons for the objection within 30 days of the date of this notice. We recommend that you contact the local government with jurisdiction over the proposed premises to share objections you may have about the application.

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to AMCO Director the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application independently. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email marijuana.licensing@alaska.gov.

Sincerely,

A handwritten signature in blue ink that reads "Joan M. Wilson". The signature is written in a cursive, flowing style.

Joan M. Wilson, Director
907-269-0350

Alaska Entity #10039405

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Eden Management Group, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective June 20, 2016.

A handwritten signature in black ink, appearing to read "Chris Hladick".

Chris Hladick
Commissioner



THE STATE
of **ALASKA**

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: Corporations.Alaska.gov

Page 6 of 44
FOR DIVISION USE ONLY

Articles of Organization

Domestic Limited Liability Company

Web-6/20/2016 11:34:21 AM

1 - Entity Name

Legal Name: Eden Management Group, LLC

2 - Purpose

To cultivate, process, retail crops and for any other lawful purpose

3 - NAICS Code

111998 - ALL OTHER MISCELLANEOUS CROP FARMING

4 - Registered Agent

Name: Jana Weltzin

Mailing Address: 3003 Minnesota Dr., Suite 201, Anchorage, AK 99503

Physical Address: 3003 Minnesota Dr., Suite 201, Anchorage, AK 99503

5 - Entity Addresses

Mailing Address: PO Box 90171, Anchorage, AK 99509

Physical Address: 6511 Arctic Spur Road, Anchorage, AK 99518

6 - Management

The limited liability company is managed by a manager.

7 - Officials

Name	Address	% Owned	Titles
Lloyd Stiasny			Organizer

Name of person completing this online application

I certify under penalty of perjury under the Uniform Electronic Transaction Act and the laws of the State of Alaska that the information provided in this application is true and correct, and further certify that by submitting this electronic filing I am contractually authorized by the Official(s) listed above to act on behalf of this entity.

Name: Jana D. Weltzin



THE STATE
 of ALASKA

Department of Commerce, Community, and Economic Development
 Division of Corporations, Business, and Professional Licensing
 PO Box 110806, Juneau, AK 99811-0806
 (907) 465-2550 • Email: corporations@alaska.gov
 Website: corporations.alaska.gov

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Page 8 of 44

Domestic Limited Liability Company

2022 Biennial Report

For the period ending December 31, 2021

Web-12/2/2021 3:14:49 PM

Due Date: This report along with its fees are due by January 2, 2022

Fees: If postmarked before February 2, 2022, the fee is \$100.00.
 If postmarked on or after February 2, 2022 then this report is delinquent and the fee is \$137.50.

Entity Name: Eden Management Group, LLC

Entity Number: 10039405

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 6511 ARCTIC SPUR ROAD,
 ANCHORAGE, AK 99518

Mailing Address: PO BOX 90171, ANCHORAGE, AK 99509

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Jana Weltzin

Physical Address: 901 PHOTO AVE, ANCHORAGE, AK
 99503

Mailing Address: 901 PHOTO AVE, ANCHORAGE, AK
 99503

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Mandatory Members:** this entity must have at least one (1) Member. A Member must own a %. In addition, this entity must provide all Members who own 5% or more of the entity. A Member may be an individual or another entity.
- **Manager:** If the entity is manager managed (per its articles or amendment) then there must be at least (1) Manager provided. A Manager may be a Member if the Manager also owns a % of the entity.

Full Legal Name	Complete Mailing Address	% Owned	Manager	Member
Lloyd Stiasny	PO BOX 90171, ANCHORAGE, AK 99509	95.00	X	X
Aaron Stiasny	PO BOX 90171, ANCHORAGE, AK 99509	5.00		X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: To cultivate, process, retail crops and for any other lawful purpose

NAICS Code: 452990 - ALL OTHER GENERAL MERCHANDISE STORES

New NAICS Code (optional):

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you

are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Page 9 of 44

Name: Jana Weltzin

State of Alaska
Department of Commerce, Community, and Economic Development
Corporations, Business, and Professional Licensing

Certificate of Amendment

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

Eden Management Group, LLC



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **January 8, 2020**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson
Commissioner



State of Alaska
Division of Corporat
CORPORATIONS §
PO Box 110806
Juneau, AK 99811-0806
Phone: (907) 465-2550
Fax: (907) 465-2974
Website: www.commerce.alaska.gov/occ



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DO NOT STAMP ABOVE THIS BOX

Office Use Only **CORP**

RECEIVED
Anchorage

JAN 08 2020

CBPL

ARTICLES OF AMENDMENT RECEIVED
Domestic Limited Liability Company Juneau
AS 10.50.100 JAN 13 2020

\$25.00 Filing Fee (non-refundable)

CBPL

Pursuant to Alaska Statutes 10.50.100, the undersigned corporation adopts the following amended Articles of Organization.

ITEM 1: Name of the Entity:

Alaska Entity #:

Eden Management Group, LLC	10039405
----------------------------	----------

ITEM 2:

Date the original Articles of Organization were filed:	06/20/2016
--	------------

ITEM 3: List each article number being amended, and the amended article in full. Any article being changed is considered an amendment; this includes deletions, edits, corrections, or renumbering of the articles. Verify with previous Articles of Organization and amendments already filed.

Change of NACIS Code from 111998 to 452990 - ALL OTHER GENERAL MERCHANDISE STORES

Attach a separate sheet if needed.

ITEM 4: The Articles of Amendment must be signed by a member, manager, or Attorney-in-Fact.

	Lloyd Stiasny	Manager/Member	1/8/2020
Signature	Printed name	Title	Date

If signing on behalf of a member or manager which is an entity, then identify signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

Mail the Articles of Amendment and the non-refundable \$25.00 filing fee in U.S. dollars to:
State of Alaska, Corporations Section, PO Box 110806, Juneau, AK 99811-0806

STANDARD PROCESSING TIME for complete and correct applications submitted to this office is approximately 10-15 business days. All applications are reviewed in the date order they are received.



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THE STATE
of **ALASKA**Department of Commerce, C
Division of Corporations, Business and Professional LicensingPage 12 of 41 **COR**

FOR DIVISION USE ONLY

RECEIVED
Juneau

MAR 08 2021

CBPL

✓ 25 hys

Corporations SectionState Office Building, 333 Willoughby Avenue, 9th Floor

PO Box 110806, Juneau, AK 99811-0806

Phone: (907) 465-2550 • Fax: (907) 465-2974

Email: corporations@alaska.govWebsite: Corporations.Alaska.Gov**Notice of Change of Officials****Domestic Limited Liability Company (AS 10.50)**

- This Notice of Change of Officials form is only for Domestic Limited Liability Companies and is used to report changes between biennial reporting periods in: members, managers, and percentage of interest held.
- This Notice of Change of Officials will not be filed if the entity's biennial report is not current. To verify the entity's biennial report due date, go online to www.Corporations.Alaska.Gov and select *Search Corporations Database*
- Standard processing time for complete and correct filings submitted to this office is approximately 10-15 business days. All filings are reviewed in the date order they are received.
- The information you submit is a public record and will be posted on the State's website.

1. Important:

AS 10.50.765

Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.

— AS 10.50.765

Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.

The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.

— AS 10.50.860-.870

2. Fee: \$25 Nonrefundable Filing Fee (CORF)

3 AAC 16.065(b)

Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information:

AS 10.50.765

Entity Name: Eden Management Group, LLCAlaska Entity Number: 10039405

K 3 0 9 9 6 2 0

AMCO Received 6/2/2022

4. REMOVE from Record:

AS 10.50.765(b)

Page 13 of 44

The following officials (members and, if applicable, managers) will be completely removed from the record as a result of this filing:

RECEIVED
Juneau
MAR 08 2021

Name: _____

Name: _____

Name: _____

Name: _____ CBPL

If an official is not being removed from record, then list them in Item #5 below (with their current information).

5. ALL Current Officials:

AS 10.50.765(b)

The following is a complete list of ALL remaining and new officials who will be on record as a result of this filing.

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)

- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD** fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	
			MEMBER	Manager
Lloyd Stiasny	PO Box 90171, Anchorage, Alaska 99509	95	x	x
Aaron Stiasny	PO Box 90171, Anchorage, Alaska 99509	5	x	

→ If necessary, use the following supplement page and include all information required above in Item #5.

6. Required Signature:

AS 10.50.840

The Notice of Change of Officials must be signed by: a member (AS 10.50.840(a)(2)); or a manager if manager managed (AS 10.50.840(a)(1)); or an attorney-in-fact (AS 10.50.840(c)). Persons who sign documents filed with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor.

DocuSigned by:
Signature: Lloyd Stiasny
FOA07674547A4FC...

Date: 3/5/2021

Printed Name: Lloyd Stiasny

Title of Authorized Signer: Member Manager Attorney-in-fact

If signing on behalf of a member or manager which is an entity, then identify the signer's relationship and signing authority with the member entity. For example: John Smith, President of XYZ Inc. the sole member of ABC LLC.

Title 10 Chapter 10.50

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR**

Eden Management Group, LLC

Name Of LLC

AN ALASKA LIMITED LIABILITY COMPANY

THIS OPERATING AGREEMENT ("Agreement") is entered into this 20th day of
June _____, 2016, by and between the following person(s):

Lloyd H. Stiassny

First Middle Last

First Middle Last

First Middle Last

First Middle Last

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

FORMATION OF LIMITED LIABILITY COMPANY

I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Eden Management Group, LLC

Name Of LLC

(Hereinafter referred to as the "LLC") in the State of Alaska.
State

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

State

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.

II. **BUSINESS.** The primary business of the LLC shall be:

Management and Administration of Horticulture Facility

Primary Business of LLC

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

State

or any other jurisdiction where the LLC may be conducting business activities.

III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Lloyd H. Stiassny

First

Middle

Last

filed Articles of Organization, ("Articles") in the records of the

Alaska Secretary of State on 06/20/2016

State

Date

and thus, creating the LLC.

IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

6511 Arctic Spur Road

Street Address

City of Anchorage State of Alaska

City

State

Zip Code 99518

Zip Code

V. **REGISTERED OFFICE.** The official registered office of the LLC shall be 3003 Minnesota Dr.

Street Address

City of Anchorage State of Alaska

City

State

Zip Code 99503. If at anytime the registered

Zip Code

office should change, all members and necessary government authorities shall be notified.

VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Jana Weltzin

First

Middle

Last

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

- VII. **FISCAL YEAR.** The LLC's fiscal and tax year shall end 12/31/16.
Date
- VIII. **DURATION.** The LLC will commence business as of the date of filing and will continue in perpetuity.
- IX. **INITIAL MEMBERS.** The initial Members of the LLC, their initial capital contributions, and their percentage interest in the LLC are as follows:

Members	Percentage Interest in LLC	Capital Contribution (If any)
Lloyd H. Stiasny	100%	

- X. **ADDITIONAL MEMBERS.** Upon the consent of a majority of the Members and in compliance with the provisions of this agreement, new members may be admitted.
- XI. **MANAGEMENT.** The Members have elected to manage the LLC as follows (check as appropriate):

The management of the LLC shall be vested in the Members without an appointed manager. The Members shall elect officers who shall manage the company. The President and Secretary may act for and on behalf of the LLC and shall have the power and authority to bind the LLC in all transactions and business dealings of any kind as otherwise provided in this Agreement.

The Members hereby delegate the management of the LLC to Managers(s), subject to the limitations set out in this agreement.

There shall be one (1) initial Managers.
of Managers

The initial Manager(s) is/are:

Lloyd H. Stiassny

First

Middle

Last

First

Middle

Last

First

Middle

Last

First

Middle

Last

A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

(a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.

- (b) **TERM OF OFFICE/ELECTION.** The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) **REMOVAL.** The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) **PRESIDENT.** The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) **THE TREASURER.** The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) **SECRETARY.** The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) **VACANCIES.** A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. **MEMBER ONLY POWERS.** Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)

incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$10,000.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.

XXII. **MAJORITY DEFINED.** The term “Majority” of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.

XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.

XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.

XXV. **WRITTEN CONSENT/MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.

XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.

XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.

XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**

(a) As used herein, the term “Protected Party” refers to the Members and officers of the Company.

(b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:

- (i) The provisions of this Agreement;
 - (ii) The records of the LLC; and/or
 - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

XXIX. INSURANCE AND IDEMNIFICATION.

- (a) Right to Indemnification.
- (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
 - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. **TERMINATION OF MEMBERSHIP.** A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)

after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in N/A (_____) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing

under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. DISSOCIATION. If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. EFFECT OF DISSOCIATION. When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member

still owns interest in the LLC, they shall be entitled to continue to receive such profits and losses. A dissociated Member shall receive similar items to which he would if he/she were a Member but shall not be considered a Member nor have any rights of a Member.

XXXVI. **TERMINATION OF LLC.** Only upon the consent of the majority of the Members can the LLC and its affairs be dissolved.

XXXVII. **FINAL DISTRIBUTIONS.** Upon the ending of the LLC, the assets must be distributed as follows: (a) to the LLC creditors; (b) to Members in satisfaction of liabilities for distributions; and (c) to Members first for the return of their contributions and secondly respecting their LLC interest, in the proportions in which the Members share in profits and losses.

XXXVIII. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XXXIX. **RECORDS AND INSPECTION.** The LLC shall maintain at its place of business the Articles of Organization, any amendments thereto, this Agreement, and all other LLC records required to be kept by the Act, and the same shall be subject to inspection and copying at the reasonable request, at the expense, of any Member.

XL. **OBTAINING ADDITIONAL INFORMATION.** Each Member of the LLC has the right to reasonably demand information related to the Member's interest as a Member in the LLC including: (a) Business information and the financial condition of the LLC; (b) If available, obtaining copies of the LLC's federal, state, and local income tax returns for each year. (c) Obtaining information in regards to the affairs of the LLC as is just and reasonable.

XLI. **APPLICABLE LAW.** Within the means of the law, this Agreement shall be constructed in accordance with and governed by the laws of the State of Alaska.

XLII. **AMENDMENT.** At any time a Member may wish to propose a new amendment but the other Members can waive it. The Proposing Member shall submit to the Members any such proposed amendment together with an opinion of counsel as to the legality of such amendment and the recommendation of the Member as to its adoption. Once the majority of the Member approves the amendment it shall be in effect. This Agreement may not be amended nor may any

rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

SIGNATURE OF MEMBERS

MEMBER


Signature

Print Name of Member: Lloyd H. Stiasny

Address: PO Box 90171

City, State, Zip: Anchorage, AK, 99509

Phone: (907) 230-6436

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

MEMBER

Signature

Print Name of Member: _____

Address: _____

City, State, Zip: _____, _____, _____

Phone: _____

**JOINDER AGREEMENT
EDEN MANAGEMENT GROUP, LLC**

THIS JOINDER AGREEMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT of EDEN MANAGEMENT GROUP, LLC (this "Agreement") is executed and delivered this 30th day of October 2020 by Aaron Stiassny. The purpose of this Agreement is to make clear that Aaron Stiassny, as 5% owner of Eden Management Group, LLC, upon the effectuation date of transfer, is bound and agrees to all terms in the Operating Agreement of Eden Management Group, LLC dated as of June 20, 2016, by and among the Members of the Company as defined therein (the "Operating Agreement").

WHEREAS, in connection with the purchase of the Member's Interest, Aaron Stiassny must, among other things, become a party to the Operating Agreement.

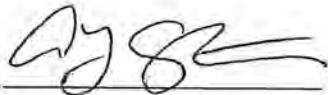
NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Aaron Stiassny, hereby acknowledges and agrees with the Company that he is a signatory and party to the Operating Agreement as of the date first written above and thus subject to all terms and conditions of the Operating Agreement applicable to each Member of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first set forth above.

ACCEPTED:

EDEN MANAGEMENT GROUP, LLC



BY: Aaron Stiassny – Member



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. 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 Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Eden Management Group, LLC	License Number:	12866		
License Type:	Retail Marijuana Store				
Doing Business As:	Uncle Herb's				
Premises Address:	1213 Ocean Drive, Unit 2				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Aaron Stiasny
Title:	Member

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

A7S

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

A7S

I certify that a notice of violation has **not** been issued for this license.

A7S

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



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 no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

AMS

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

AMS

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

AMS

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

AMS

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

AMS

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

AMS

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

If multiple licenses are held, list all license numbers below:

10648, 12866, 20865, 10647

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

AMS

Aaron Stiassny

Printed name of licensee

Signature of licensee



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

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

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal 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. 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 Anchorage office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	Eden Management Group, LLC	License Number:	12866		
License Type:	Retail Marijuana Store				
Doing Business As:	Uncle Herb's				
Premises Address:	1213 Ocean Drive, Unit 2				
City:	Homer	State:	Alaska	ZIP:	99603

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Lloyd Stiasny
Title:	Manager/Member

Section 3 – Violations & Charges

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

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

I certify that a notice of violation has **not** been issued for this license.

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).



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 no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

[Handwritten initials]

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

[Handwritten initials]

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

[Handwritten initials]

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

[Handwritten initials]

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

[Handwritten initials]

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

[Handwritten initials]

By initialing this box, I certify I have submitted an original fingerprint card and the applicable fees to AMCO for AMCO to obtain criminal justice information and a national criminal history record required by AS 17.38.200 and 3 AAC 306.035(d). If I have multiple marijuana licenses being renewed, I understand one fingerprint card and fee will suffice for all marijuana licenses being renewed.

[Handwritten initials]

If multiple licenses are held, list all license numbers below:

10648, 12866, 20865, 10647

I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand that any falsification or misrepresentation of any item or response in this application, or any attachment, or documents to support this application, is sufficient grounds for denying or revoking a license/permit. I further understand that it is a Class A misdemeanor under Alaska Statute 11.56.210 to falsify an application and commit the crime of unsworn falsification.

[Handwritten initials]

Lloyd Stiasny

Printed name of licensee

[Handwritten signature]

Signature of licensee

Alcohol & Marijuana Control Office

License Number: 12866

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: UNCLE HERB'S

Business License Number: 1038791

Designated Licensee: Lloyd Stiasny

Email Address: lloyd@edenalaska.com

Local Government: Homer

Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.381894, -151.303569

Physical Address: 1213 Ocean Drive
Unit 2
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10039405

Alaska Entity Name: Eden Management Group, LLC

Phone Number: 907-230-6436

Email Address: lloyd@edenalaska.com

Mailing Address: PO Box 90171
Anchorage, AK 99509
UNITED STATES

Entity Official #1

Type: Individual

Name: Lloyd Stiasny

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907 230 6436

Email Address: lloyd@edenalaska.com

Mailing Address: PO Box 90171
Anchorage, AK 99509
UNITED STATES

Entity Official #2

Type: Individual

Name: Aaron Stiasny

SSN: [REDACTED]

Date of Birth: [REDACTED]

Phone Number: 907-830-8139

Email Address: aaron@edenalaska.com

Mailing Address: PO Box 90171
Anchorage, AK 99509
UNITED STATES

Note: No affiliates entered for this license.

COMMERCIAL LEASE AGREEMENT

This *Commercial Lease Agreement* (hereinafter the “Agreement”) is entered into between Alpine Alaska Investments, LLC (hereinafter the “Lessor”) and Eden Management Group, LLC (hereinafter the “Lessee”).

ARTICLE I

- 1.1 **Term.** The term of this lease shall be for Five (5) years, renewable at the option of the parties to this Agreement. The term shall begin as of the date of execution of this Agreement.
- 1.2 **Option to Renew.** If Lessee is not in default hereunder, Lessee, at its option, may obtain one (1) renewal “Extension Term” of this Agreement for a further term of three (3) years and upon the terms and conditions herein stated. Lessee shall exercise this option to renew by giving Lessor written notice of intention to renew not less than 60 days prior to the expiration of the original term.
- 1.3 **Written Agreement.** Should the term of this lease pursuant to this Agreement be renewed on any other basis than a year-to-year basis as provided in Paragraph 1.2, the renewed lease shall be in writing and appended to this Agreement.
- 1.4 **First Right of Refusal.** Lessee shall have an ongoing, and exclusive right of first refusal (herein after referred to as “Right of First Refusal”) to lease or purchase the Premises. The Right of First Refusal shall be exercisable by Lessee only if: [i] Lessee is not then in default of its obligations under this Lease and the term of the Lease (including any Extension Term) has not expired; and (ii) no event of default by Lessee under this Lease then exists and is continuing beyond the expiration of any notice and cure periods applicable thereto under the Lease, as of the date of submission of the Offer.
- 1.5 **Offer to lease from third party.** Prior to unconditionally accepting a bona fide offer (the “Offer”) from a prospective tenant to lease or purchase all or any part of the Premise at the end of the lease term. Lessor shall give Lessee written notice of same setting forth all of the material terms and conditions of such Offer (the “Offer Notice”). Lessee shall have Thirty (30) business days after receipt of the Offer Notice to exercise the Right of First Refusal by written notice to Lessor of its intent to exercise and Seven (7) additional days to provide proof of funds after Lessor receives Notice of Lessor’s intent to exercise Right of First Refusal from Lessee. If Lessor exercises the Right of First Refusal, Lessee shall be required to lease or purchase all of the Premise that is the subject of the Offer on the same terms as set forth in the offer. If Lessee fails to notify Lessor of its election within the aforesaid Thirty (30) business day period, Lessee shall be deemed to have waived the Right of First Refusal with respect to the Offer.

ARTICLE II

2.1 **Property.** The property to be leased by Lessor to Lessee is owned by Lessor and more particularly described as 1213 Ocean Dr., Suite #2 Homer, AK 99603. (hereinafter referred to as “Premises” or “Property”). Lessor shall lease all real property and improvements contained thereon to Lessee at this location.

ARTICLE III

3.1 **Payments.** Rent shall be abated, due to the startup nature of Lessee’s business venture, until Lessee’s business is licensed by the State of Alaska and local government and has commenced revenue generating operations. All amounts due and payable under this Agreement from Lessee to Lessor shall be comprised of \$2250 per month, which shall be good and valuable consideration for and in exchange for the responsibilities and obligations under this lease and may be modified or more specifically delineated in an amendment to this Lease, as agreed to in writing by the parties.

3.2 **Payments Due.** All payments due from Lessee to Lessor shall be made no later than the fifth day of the month. Thereafter, payments received after the 5th day of the month shall be deemed late and subject to a Five (5) percent late fee, which may be waived at Lessor’s option.

ARTICLE IV

4.1 **Covenants.** Lessor hereby covenants to Lessee that the property to be leased under this Agreement is in reasonably good condition and suited for the purpose for which it was built. Lessee shall not be prohibited by Lessor from peaceably using and enjoying the property.

4.2 **Repairs.** Lessee accepts the property under this Agreement as-is and hereby assumes responsibility for all costs associated with maintenance and repairs to the property, with the exception of structural damage and necessary repairs which shall be Lessor’s obligation to maintain. Lessor shall be responsible for remediation of any environmental, soil, or other site conditions. Lessee shall not be responsible for any soil, environmental, or other site conditions that were pre-existed Lessee’s occupancy of the Property.

ARTICLE V

5.1 **Termination.** Should Lessee or Lessor desire to terminate the lease under this Agreement prior to the expiration of the lease term, for any reason, then the terminating party must give no less than 3 months’ notice, in writing, to the non-terminating party. Nothing in this section 5.1 releases either party from the obligations and responsibilities under this Agreement if termination is prior to end of lease term.

5.2 **Notice.** Notice, whether required by Paragraph 5.1 or for any other reason, shall be given in writing addressed to the parties’ respective addresses listed in the signature block of this Agreement. Notice given via electronic mail shall be sufficient under this Agreement.

5.3 **Early Termination.** In the event Lessee, despite commercially reasonable efforts and at no fault of its own, is unable to obtain the necessary Alaska state license and municipal special land use permit approvals needed to implement their business plan [or there are changes in Alaska state or municipal law that make the business of Tenant illegal or a change in federal enforcement policy], Lessee may, at Lessee's election, be released from the terms of the Lease. In such event Lessor shall retain, as liquidated damages all payments and deposits paid by or on behalf of Lessee. Lessor and Lessee acknowledge that Lessor's damages in such an event are difficult to precisely measure, but that said sum is a reasonable approximation of those damages. This release and liquidated damages provision is not applicable in any circumstances other than those expressly set forth in this paragraph.

ARTICLE VI

6.1 **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Alaska.

6.2 **Amendments.** This Agreement may be amended when determined necessary and through written agreement between Lessor and Lessee.

6.3 **Severability.** If any provision of this Agreement is determined invalid, illegal or unenforceable, the remaining provisions shall be fully enforceable and binding.

6.4 **Assignment.** This Agreement shall not be assignable by Lessee nor shall Lessee be allowed to sublease to any person or entity, absent written consent from Lessor and so long as any assignment or sublease is otherwise in compliance with all applicable laws and regulations.

6.5 **Dispute.** Should any dispute arise under this Agreement, the parties hereby affirm that they will engage in good faith and informal discussions to resolve any such dispute. Should any good faith and informal discussions fail to resolve any dispute, then any party to this Agreement shall have the right to seek resolution in a court of law possessing jurisdiction over the parties and subject matter of this agreement. Any award of attorneys fees to the prevailing party shall be in accordance with any applicable law, rule or regulation.

Signed

Alpine Alaska Investments, LLC - Lessor

By: *Daniel Layland* Date: 5-15-2017
Daniel Layland, Member Manager, Address: 1213 Ocean Drive, Homer, AK 99603

Eden Management Group, LLC - Lessee

[Signature] Date: 5-15-2017
Lloyd Stiasny, Owner, Address: PO Box 90171, Anchorage, AK 99509

AMENDMENT TO LEASE

THIS AMENDMENT is entered into between Landlord and Tenant effective as of the 19 day of May 2017 under that certain Lease Agreement originally dated May 15, 2017, related to the property commonly known as 1213 Ocean Drive, Homer, Alaska 99603.


NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS ACKNOWLEDGED BY BOTH LANDLORD AND TENANT, THE PARTIES HEREBY AGREE THAT THE LEASE IS AMENDED AS FOLLOWS.

- 1. **Access and Inspection.** During any entry by Landlord or its agents on the premises, Landlord's agents or employees shall be over the age of 21 and shall comply with Tenant's visitor policy, show government issued ID, wear a visitor badge, remain in eye sight of a designated Tenant agent, comply with and sign into the log in sheet and sign out when leaving the premises, as is required by the Alaska Marijuana Control Board Regulations. At no time shall Landlord have more than five persons enter the premises.
- 2. Landlord shall not take into its possession any marijuana or marijuana product and shall contact the State of Alaska AMCO prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

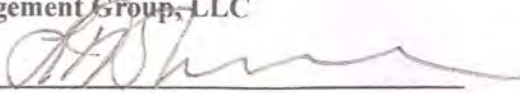
Except to the extent that the terms and conditions of this Lease Amendment are to the contrary, all other terms and conditions of the original Lease Agreement and any amendments thereto remain in full force and effect.

DATED effective as of the year and date above set forth.

LANDLORD:
Alpine Investments, LLC

By: 
Daniel Layland

TENANT:
Eden Management Group, LLC

By: 
Lloyd Stiassny

Addendum to Renew or Extend Lease Agreement

This addendum is between Alpine Alaska Investments, LLC, (Herein known as Lessor) and Eden Management Group, LLC (Herein known as Lessee) for the premises located at: 1213 Ocean Drive, Homer, Alaska 99603.

Original Lease Agreement: The Lessor and Lessee entered into an original lease agreement for the premises described above which began on the 15th day of May, 2017.

Lease Renewal: Both the Landlord and Tenant hereby agree to extend the Original Lease Agreement for a further period of 3 years. The renewed lease will begin on the 15th day of May, 2022.

Terms and Conditions: By signing below, Landlord and Tenant(s) agree that all terms and conditions of the Original Lease Agreement shall remain in full effect during the new lease renewal period.

Signed this 19 day of May, 2022

BY:

Lessor – Alpine Alaska Investments, LLC

Daniel Layland

Eden Management Group, LLC


Lloyd Stiassny – its Managing Member

Addendum to Renew or Extend Lease Agreement

This addendum is between Alpine Alaska Investments, LLC, (Herein known as Lessor) and Eden Management Group, LLC (Herein known as Lessee) for the premises located at: 1213 Ocean Drive, Homer, Alaska 99603.

Original Lease Agreement: The Lessor and Lessee entered into an original lease agreement for the premises described above which began on the 15th day of May, 2017.

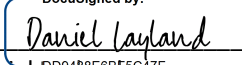
Lease Renewal: Both the Landlord and Tenant hereby agree to extend the Original Lease Agreement for a further period of 3 years. The renewed lease will begin on the 15th day of May, 2022.

Terms and Conditions: By signing below, Landlord and Tenant(s) agree that all terms and conditions of the Original Lease Agreement shall remain in full effect during the new lease renewal period.

Signed this 5/20/2022
day of _____, 2022

BY:

Lessor – Alpine Alaska Investments, LLC

DocuSigned by:

Daniel Layland

Eden Management Group, LLC

Lloyd Stiassny – its Managing Member



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: JANUARY 18, 2023

SUBJECT: RETAIL MARIJUANA STORE LICENSE RENEWAL FOR UNCLE HERB'S – NO OBJECTION

Homer Police Department has no objection to the application for a renewal of a retail marijuana store license for:

Type: Retail Marijuana Store License
License #: 12866
DBA Name: Uncle Herb's
Service Location: 1312 Ocean Drive, Unit 2, Homer, AK 99603
Licensee: Eden Management Group, LLC
Designated Licensee: Lloyd Stiasny
Mailing Address: PO Box 90171, Anchorage, AK 99509



City of Homer

www.cityofhomer-ak.gov

Page 44 of 44
Planning
491 East Pioneer Avenue
Homer, Alaska 99603
Planning@ci.homer.ak.us
(p) 907-235-3106
(f) 907-235-3118

MEMORANDUM

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
FROM: RICK ABOUD, AICP, CITY PLANNER
DATE: JANUARY 11, 2023
SUBJECT: UNCLE HERB'S RETAIL MARIJUANA STORE LICENSE RENEWAL

I have reviewed the site and operation of the retail marijuana facility, License 12866, located at 1213 Ocean Dr. #2. I find Uncle Herbs in compliance with Homer City Zoning Codes. I have no objection to the license renewal based zoning related issues.



AGENDA ITEM REPORT

Travel Authorization for Mayor Castner and Council Members Lord, Aderhold, and Erickson to attend the AML Winter Legislative Conference in Juneau, Alaska, February 22-24, 2023. City Clerk.

Item Type: Action Memorandum
Prepared For: Mayor and City Council
Meeting Date: 23 Jan 2023
Staff Contact: Melissa Jacobsen, City Clerk
Department: Clerks
Attachments: [Draft Agenda Winter Conference 2023](#)

Summary Statement:

The Alaska Municipal League (AML) Winter Legislative Conference will take place in Juneau, Alaska February 22-24, 2023. Mayor Castner and Council Members Aderhold, Lord, and Erickson have indicated an interest in attending.

The AML is a voluntary, nonprofit, nonpartisan, statewide organization of 140 cities, boroughs, and unified municipalities, representing over 97 percent of Alaska's residents. Originally organized in 1950, the League of Alaska Cities became the Alaska Municipal League in 1962 when boroughs joined the League.

Meetings include Alaska Conference of Mayors, AML Board, committees and meeting with Legislators.

In consultation with the City Attorney, it's recommended that not more than three Council members attend the conference to avoid potential complications with the Open Meetings Act.

Financial Impact:

Cost estimates for travel include round trip airfare from Homer to Juneau \$700 and room rates at \$209 per night. Per Diem is \$58 per day, for three meals. Conference cost is \$200.

Staff Recommendation:

Approve Mayor and Council travel to the Alaska Municipal League Winter Legislative Conference.



AML Winter Meeting - Legislative Conference
February 22-24, 2023 * Baranof Hotel
(Draft)

Wednesday, February 22, 2023

- 9:30 AM Registration open
- 10:00 AM Welcome and Introductions
- 10:30 AM Proposed Budget and Legislation Overview
- Noon Lunch
 - Gov. Mike Dunleavy (*to be invited*)
- 1:30 PM State Agency Updates
- 3:00 PM Capitol Visits
- 5:00 – 7:00 pm AML Legislative Reception**

Thursday, February 23, 2023

- 8:30 AM Breakfast
- 9:00 AM Concurrent Sessions
 - CLIA – Green Corridor Conversation
 - Transportation
- Noon Lunch - AK Congressional Delegation (*to be invited*)
- 1:00 PM Federal Agency Updates
- 4 PM Capitol Visits

Friday, February 24, 2023

- 8:00 AM Breakfast
- 8:30 AM AML Priorities and Advocacy
 - Nils Andreassen, AML Executive Director

10:00 AM Legislative Speed Dating

11:30 AM Adjourn



AGENDA ITEM REPORT

Ordinance 23-05, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$20,239 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Obtaining Short Term Rental Tracking Services from GOVOS. Aderhold/Davis.

Item Type: Ordinance
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Rob Dumouchel, City Manager and David Parker, Special Projects Coordinator
Department: Administration
Attachments: [Ordinance 23-03](#)
[STR Memo - GovOs](#)
[Financial Supplement](#)
[GovOS Report](#)

Summary Statement:

See attached Memorandum from City Manager Dumouchel and Special Projects Coordinator Parker, and information fro GovOS.

Staff Recommendation:

Introduce Ordinance 23-05 and schedule for Public Hearing at the February 13, 2023 Council Meeting.

**CITY OF HOMER
HOMER, ALASKA**

Aderhold/Davis

ORDINANCE 23-03

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$20,239 FROM THE GENERAL FUND CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURPOSE OF OBTAINING SHORT TERM RENTAL TRACKING SERVICES FROM GOVOS.

WHEREAS, Short term rentals have been identified as an area in which the City has an incomplete view of the number of market participants; and

WHEREAS, Short term rentals have been identified as an area in which it is likely the City is not capturing all of the tax revenues due to it for commercial sales within City limits; and

WHEREAS, The City has worked in positive partnership with the Kenai Peninsula Borough regarding short term rentals; and

WHEREAS, The software offering from GovOS has been reviewed by staff and is expected to be considerably stronger than the offering currently in use at the Borough.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by appropriating \$20,239 from the General Fund CARMA fund for Short Term Rental Tracking Services from GovOS as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
156	General Fund CARMA	\$20,239

Section 2. This is a budget amendment ordinance and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ____ day of _____, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

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44 ATTEST:

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48 _____
MELISSA JACOBSEN, MMC, CITY CLERK

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50 YES:

51 NO:

52 ABSENT:

53 ABSTAIN:

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55 First Reading:

56 Public Hearing:

57 Second Reading:

58 Effective Date:



Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager and David Parker, Special Projects Coordinator
DATE: December 27, 2022
SUBJECT: Short Term Rental Tracking Services Request

Identifying short term rentals (STRs) on multiple rental platforms (i.e., AirBnb, VRBO, etc.) is intentionally difficult, primarily because the rental addresses are not provided. This makes identifying the specific unit a time-consuming process. STR listing companies are not incentivized to provide the information to the local municipality due to the assessment of taxes and the potential negative impact it would have on that service. In past years, some companies, like Airbnb, entered contractual arrangements with larger cities to avoid local regulations banning their use in the STR market. However, for a city the size of Homer, it is very unlikely that we would be able to participate in any kind of direct cooperation with STR platforms.

To counteract the loss of revenue through unrealized tax assessments for STRs, there are products designed for municipalities. One such company is GovOS¹, which provides an STR solution called RevOS, which identifies STRs in the community, location and owner data, and rates. The basic product allows for a baseline identification of the STR and monitoring of their compliance with business registration and tax payments. The ongoing service allows updated information on units. Additional packages can provide billing services handled through GovOS, like the service they currently provide through the Alaska Municipal League (AML) for sales tax collection. From the GovOS prepared proposal for the City of Homer, we would be provided with:

Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

Solution Highlights

- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Homer, AK
- Fully customizable Notification templates and instructions for owners

An additional benefit of working with GovOS is that it may be able to help the City figure out how to proceed in the future with potential concepts for local regulation of STRs which could include a basic registration process similar to food trucks, requirements to provide certain kinds of information to visitors (select City

¹ https://govos.com/how-local-governments-can-work-with-short-term-rentals-in-alaska/?utm_campaign=Q222%20-%20AK%20Webinar&utm_medium=email&_hsmi=218371928&_hsenc=p2ANqtz-8UYQHsOOKkCiTRMJARyCtmbbt2ZaxuUenhe_QclOrIFYgaiUeTLnJTWfNVyKgG7t4e4J6HisTtFpEONWUJp9bvpx5sfw&utm_content=218371928&utm_source=hs_email

codes, Tsunami evacuation information, etc.), adherence to basic fire safety requirements, property management requirements, etc.

The cost of the program for the first year is \$20,239. We're suggesting that the City try this as a one year pilot project and extend for future years if we are getting the desired benefit from the relationship. Future years will cost a similar amount of money. Based on analysis of the current market for STRs in Homer, we believe implementing RevOS could result in a net gain of ~\$179,421 annually.

Staff Recommendation: Introduce and adopt Ordinance 23-05

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>SHORT TERM RENTAL TRACKING SOFTWARE</u>	DATE <u>01/19/2023</u>
DEPARTMENT	<u>City Council</u>	SPONSOR <u>Aderhold/Davis</u>
REQUESTED AMOUNT	<u>\$ 20,239</u>	

DESCRIPTION	<p>Short term rentals have been identified as an area in which the City has an incomplete view of the number of market participants. Short term rentals have been identified as an area in which it is likely the City is not capturing all of the tax revenues due to it for commercial sales within City limits. The City has worked in positive partnership with the Kenai Peninsula Borough regarding short term rentals.</p> <p>The software offering from GovOS has been reviewed by staff and is expected to be considerably stronger than the offering currently in use at the Borough.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	100%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,411,902</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 603,536</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 20,239</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 998,717</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



Short-Term Rental Solution

Homer, AK

Prepared for:

David Parker

Homer, AK
491 E. Pioneer Avenue
Homer, Alaska, 99603

Submitted by:

Eric Klohr

Account Executive

512.682.9608

eric.klohr@govos.com



8310 N. Capital of Texas Hwy.
Bldg. 2, Ste. 250, Austin, TX 78731

www.GovOS.com



Who is GovOS?

Digital Transformation for Government

Building a modern government experience requires software that can be customized to meet the expectations of constituents and the needs of your staff. GovOS is a range of application suites, each designed to help you achieve digital transformation in areas that have historically been tricky to manage.

GovOS offers software solutions to power local government in every step of their digital transformation journey. Our applications perform for any department within any size government. Specializing in employee, business, and citizen engagement, GovOS can help you transform your agency and your community.

Why GovOS?

Governments use GovOS solutions to power online services for 20+ million constituents. As a partner to hundreds of government agencies we serve across the U.S., we're transforming the way people experience local government with best-in-class digital solutions and services that modernize operations and improve constituent access and engagement.

Advantages of GovOS

Peace of Mind

All GovOS digital solutions are cloud-based, adhering to the highest levels of security protocol and delivering secure, reliable and scalable access to information.

Ease of Use

Many of the solutions in the GovOS suite require no technical experience to use or administer. With just a little guidance and setup, customers can be up-and-running quickly.

Configuration Options

You have complete control over your functionality and workflows. From customizing and configuring automation options, you can build ideal, easy-to-use online services for everyone.

World-class Service

GovOS customers have access to truly superior customer service. From the first day of the project, our team works closely with yours to set you up for success, and help you achieve your goals no matter how lofty.

From quick wins to complete digital transformation, the GovOS platform fits your department. We look forward to working with you, David Parker and Homer, AK, and discovering how GovOS can help you better serve your constituents.



Short-Term Rental Overview

The Short-Term Rental (STR) Solution allows municipalities to identify 98% of short-term rental addresses and receive over 90% of their short-term rental compliance rates. Our system is fast, intuitive, and user friendly for both governments and business users. Additionally, our STR Solution provides governments with powerful one-click reporting tools, allowing Homer, AK to analyze the financial trends and patterns of your short-term rental market and transient occupancy tax revenue. This interpretable data will help the Homer, AK shape future short term industry policies.



Key Features & Functionality

- Rental Advertisement / Property Identification Database
- Non-compliant Property Report
- Property Owner Notifications & Targeted Outreach
- Registration of properties for owners in convenient portal
- Easy remittance of tax payments to you

Solution Highlights

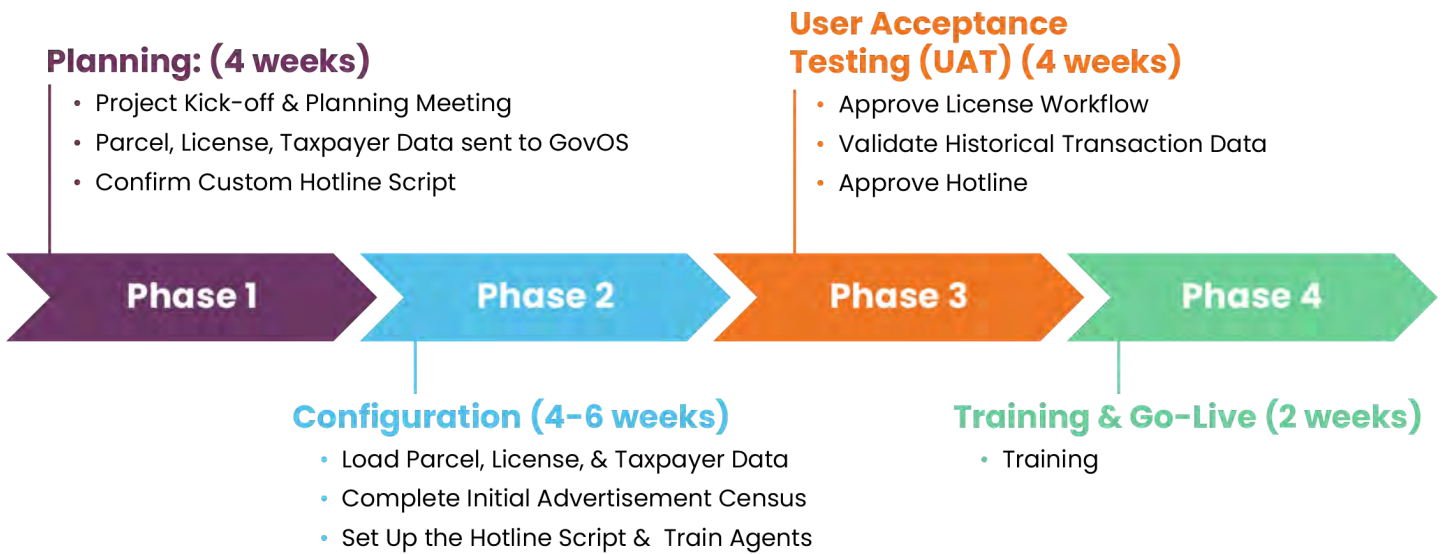
- Fully automated solution accurately matching 98% of short-term rental ads to properties
- Data refresh occurs twice a week ensuring actionable and up to date listings
- Ability to develop fully customizable compliance statuses for Homer, AK
- Fully customizable Notification templates and instructions for owners



Implementation Overview

Every implementation is different, and each workflow has specific needs. GovOS will begin the implementation by defining goals and understanding what success will look like for your team. Our team will review what configuration options are available and tailor your forms and workflows accordingly.

Here is an example of the general implementation effort for a complete STR solution. Your specific solution will be adapted to the products and features purchased. (12 Weeks)



One of the benefits of working with GovOS is that we make every effort to take the heavy lifting away from your staff and onto the GovOS implementation team. The GovOS Services Team will be with you every step of the way to iterate on your processes, train your team, and launch the STR Solution. GovOS's experience implementing our system will help ensure a smooth setup and launch.



All Available Modules



Short-Term Rental Discovery

- The GovOS STR system will discover all available Homer, AK short-term rental ad listings posted on all 30+ sites.



Short-Term Rental Identification

- GovOS STR will maintain a Homer, AK ad listing and property database in our system of all relevant ad and property data that is discovered.
- All aspects of the system and the database are accessible online by Homer, AK staff with unlimited licenses.



Ad Listing and Property Reconciliation

- The system and our expert review team will analyze all Homer, AK ad listings, which are not in the Homer, AK existing database, connect the ad listings to property record data, and determine compliance & registration status.
- Weekly PDF evidence capture is conducted on non-compliant listings.



Data Reporting

- The GovOS Short-Term Rental system has extensive reporting and filtering functionality to provide Homer, AK users with readily available short-term rental owner/manager contact data and compliance status.
- Homer, AK staff can access the compliance data via our online system can generate weekly reports for the code compliance staff.



Notifications

- Simple integrated notification system with complete data integration via "smart fields"
- The notification module enables Homer, AK to easily create batch notifications



US-Based Complaint Hotline

- 24/7 bilingual complaint hotline and online complaint reporting form
- Centralized online complaint database with dashboard for Code Enforcement & Compliance



Online Registration Systems

- Online property owner/manager task portal for new and renewal licensing
- Licensing process: online forms and uploads with user prompts
- Automated reminder notifications and easily customizable notification templates
- Custom application approval and interdepartmental collaboration
- Custom tax forms with auto calculation fields and penalty & interest
- All reporting and registration data can be exported anytime in CSV format



Payment Integration

- Integration with a GovOS partnered payment gateway



Comprehensive Support for All Users

Everyone who interacts with the GovOS STR Solution has access to our best-in-class support services should they encounter an issue or need further instruction on how to use the system.

Support for You & Your Agency

As part of your subscription, you will have access to application support resources within GovOS. Resources include:

- Assigned Account Manager
- Business Support Team | Available by email and phone 6am - 6pm (MT) Monday - Friday
- Personalized FAQ section in the License/Tax Portal developed for your constituents

What's Included

Support is defined as any questions surrounding how to use a feature within the platform, as well as troubleshooting any issues or bugs.

Details about training, troubleshooting, solution creation for achieving end-to-end goals, modifying the overall workflow of your solution, and high-level accomplishment needs are addressed in the Maintenance, Updates, and Training Features section on the following page.



Business User Support

Businesses that access the STR Solution for registration, tax filing, or other end-user functions are referred to as "Business Users." These users are typically either the property owner or the property management company.

Business Users are supported by a dedicated U.S.-based team whose goal is to assist Business Users in utilizing the STR platform. Our team will help guide Business Users through the process of registration, paying taxes, and assist them if they encounter any issues along the way.

Please note that we will handle all support types to the extent possible, but it is your agency's responsibility to explain and enforce ordinance requirements to your Business Users and community.



Maintenance, Modifications, and Training Features

As part of your agreement with GovOS, you have access to the GovOS Professional Services Team to perform Maintenance, Modifications, and Training.

Maintenance & Modifications* include, but are not limited to:

- Modifying Business Center Messages, Frequently Asked Questions and NotificationTemplates.
- Adding or removing admin users from platform.
- Quarterly Parcel Data Updates to maintain accurate owner information.
- Feature enhancements released to all clients.
- Ongoing Review of Short-Term Rental Compliance Activity and help bringing non-compliant properties into compliance.

Training options include, but are not limited to:

- Onsite or virtual training sessions to get your staff fully comfortable with administering the Application (Travel Expenses to be billed as incurred).
- Solutioning Sessions to help with System Technical Questions. This will help you to overcome questions such as "how do I handle this scenario?". Modifications may come out of these meetings.
- Assistance with Procedural Questions.
- Creation of training material and collateral to give your team takeaway guides.

**Requests for Custom modifications may incur an additional cost.*



Project Pricing

The solution is a package of the below service applications.

Homer, AK – Short-Term Rental Price Quote

Products
<p>STR Compliance</p> <p>Ongoing compliance identification and monitoring for short term rental properties.</p>
<p>STR Core</p> <p>Web based training for jurisdiction staff (up to 6 hours).</p> <p>Unlimited, ongoing web and phone support are provided to all administrative staff as part of monthly hosting and support.</p> <p>Unlimited user logins for admins.</p> <p>Software hosting and license fees.</p> <p>Service and IT infrastructure, including 24/7/365 maintenance and support.</p> <p>Daily backups managed by our expert IT team.</p> <p>Enhancements released to all equivalent GovOS versions.</p>
<p>STR Identification</p> <p>Ongoing monitoring of new short term rental listings and properties, and an unlimited number of notification templates for compliance outreach.</p>
<p>STR Registration</p> <p>Automated renewals.</p> <p>Automated registration task reminders to business owners and/or operators.</p> <p>Access to the admin functionality in the system, including but not limited to reports, reconciliation, notifications, approvals, cashiering, etc.</p>

Annual Total: \$20239



Customer Acceptance

Contact Information	
Organization Name	
Street Address	
City, State, Zip	
Primary Contact Name	
Primary Contact Email	
Billing Details	
Billing Details	
Billing Contact Name	
Billing Contact Email	
Billing Contact Phone	
Invoice Delivery Method	<input type="checkbox"/> Email/Electronic (default) <input type="checkbox"/> Mail
Preferred Payment Method	<input type="checkbox"/> Check <input type="checkbox"/> Credit Card <input type="checkbox"/> ACH

- Without a signed Agreement, pricing is good until .
- Subscription Start Date will be the date you sign the Agreement
- Subscription fees are pre-paid annually
- Invoice Date is the Subscription Start or Renewal Date. All invoices are due Net thirty (30) days of the Invoice Date.
- This Agreement will automatically renew for additional one-year terms (each a "Renewal Term") unless either you or we notify the other of an intent not to renew at least thirty (30) days prior to the expiration of the then current term.
- Pricing for Renewal Terms will include a seven percent (7%) increase from the prior term.
- All standard Terms of Use can be found at <https://govos.com/business-licensing-and-tax/terms-of-use/> and are hereby incorporated into this order.



Customer Acceptance

Customer Signature

Signature of Authorized City
Representative

Title

Date

GovOS Signature

Signature of Authorized GovOS
Representative

Title

Date



AGENDA ITEM REPORT

Ordinance 23-06, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Accepting a Donation from Homer Rotary in the Amount of \$8,112 and Appropriating \$6,115 for the Purchase of Motorola Pagers and \$1,997 for Restoration of an Antique Water Tanks. City Manager/Fire Chief.

Item Type: Ordinance
Prepared For: Mayor and City Council
Meeting Date: 23 Jan 2023
Staff Contact: Mark Kirko, Fire Chief
Department: Fire
Attachments: [Ordinance 23-06](#)

Summary Statement:

The Homer Rotary has offered a donation to the Homer Volunteer Fire Department in the amount of \$8,112.00 in the memory of Gary Thomas.

The funding will be used for two purposes. The restoration of the antique water tank that is towed behind our antique Jeep fire apparatus, and to purchase Motorola pagers.

The pagers are an integral part of our communications system that are used to alert our volunteer when they are needed to respond to emergency fire and EMS calls. \$6,114.06 of the donation will be used to purchase 11 pagers.

The remaining funds will be used to restore the antique water tank back to its original condition as it was when it was used as a front line piece of fire apparatus back in the 1950's.

Staff Recommendation:

Introduce Ordinance 23-06 and schedule public hearing and second reading on February 13, 2023.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Fire Chief

ORDINANCE 23-06

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY ACCEPTING A DONATION FROM HOMER ROTARY IN THE AMOUNT OF \$8,112 AND APPROPRIATING \$6,115 FOR THE PURCHASE OF MOTOROLA PAGERS AND \$1,997 FOR RESTORATION OF AN ANTIQUE WATER TANK.

WHEREAS, The Homer Rotary has offered a donation to the Homer Volunteer Fire Department (HVFD) in the amount of \$8,112 in the memory of Gary Thomas; and

WHEREAS, HVFD proposes using \$6,115 of this donation to purchase eleven Motorola pagers which are used to alert volunteers when they are needed to respond to an emergency; and

WHEREAS, The remaining \$1,997 will be used to restore their antique Jeep's water tank back to its original condition as it was when it was used as a front line piece of fire apparatus back in the 1950's.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by accepting a donation from Homer Rotary in the amount of \$8,112 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	Donation from Homer Rotary	\$8,112

Section 2. The Homer City Council hereby appropriates the Homer Rotary donation in the amount of \$8,112 for the following capital projects:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
151-xxxx	Motorola Radios	\$6,115
151-xxxx	Water Tank Restoration	\$1,997

Section 2. This is a budget amendment ordinance and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ___ day of _____, 2023.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



AGENDA ITEM REPORT

Ordinance 23-07, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$6,950 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of a Mobile Radio from ProComm Alaska. City Manager/Police Chief.

Item Type: Ordinance
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Mark Robl, Police Chief
Department: Police
Attachments: [Ordinance 23-07](#)
[Financial Supplement](#)

Summary Statement:

The Police Department is in need of a new mobile radio. When we added a new officer position to the department three years ago, we had to add another vehicle to our fleet. We neglected to add funding to the vehicle purchase request to equip it with a mobile radio. The new vehicle has arrived and is being outfitted. I request to purchase a new mobile radio for \$6,950 using funds from our fleet reserve account, #152-0382-5902.

We also request to sole source purchase this radio from ProComm Alaska. ProComm has been providing radios and service to the city for over twenty years. ProComm is the only full service radio provider in Alaska with factory trained and certified technicians able to integrate the new radio into our existing system and provide any needed service and maintenance on it. They are a licensed Motorola radio dealer and repair depot. Our radio system is a Motorola system. Motorola radios are the only ones that will work with it.

Staff Recommendation:

Introduce Ordinance 23-07 and schedule public hearing and second reading on February 13, 2023.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/Police Chief

ORDINANCE 23-07

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$6,950 FROM THE GENERAL FUND FLEET CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND TO PURCHASE A NEW MOBILE RADIO FOR A POLICE VEHICLE FROM PROCOMM ALASKA.

WHEREAS, The Homer Police Department recently added a new vehicle to their fleet and additional funding is needed to equip it with a mobile radio; and

WHEREAS, ProComm Alaska is the only firm in the state of Alaska authorized as a full service manufacturer’s representative for Motorola equipment, and has serviced City of Homer communications equipment for over twenty years, a sole source contract with ProComm is justified.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by appropriating \$6,950 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
152	GF Fleet CARMA	\$6,950

Section 2. The City Manager is authorized enter into a sole source contract with ProComm Alaska to purchase, program and install the radio equipment.

Section 3. This is a budget amendment ordinance and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ___ day of _____, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

- 45
- 46 YES:
- 47 NO:
- 48 ABSENT:
- 49 ABSTAIN:
- 50
- 51 First Reading:
- 52 Public Hearing:
- 53 Second Reading:
- 54 Effective Date:

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Police Vehicle Mobile Radio</u>	DATE	<u>01/19/2023</u>
DEPARTMENT	<u>Police</u>	SPONSOR	<u>City Manager/Police Chief</u>
REQUESTED AMOUNT	<u>\$ 6,950</u>		

DESCRIPTION	The Homer Police Department recently added a new vehicle to their fleet and additional funding is needed to equip it with a mobile radio.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	100%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF Fleet CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,076,373</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 461,089</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 6,950</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 608,334</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



AGENDA ITEM REPORT

Resolution 23-006, A Resolution of the City Council of Homer, Alaska Declaring Certain City Owned Equipment Surplus, Obsolete and Unneeded and Authorizing the City Manager to Dispose of the Used and Surplus Equipment in Accordance with Homer City Code 18.30.010-020 and 18.30.040(B). City Manager.

Item Type: Resolution
Prepared For: Mayor and City Council
Meeting Date: 23 Jan 2023
Staff Contact: Melissa Jacobsen, City Clerk
Department: Clerks
Attachments: [Resolution 23-006](#)
[Brush 1 replacement letter](#)
[Caterpillar Loader and Grader Surplus Items](#)

Summary Statement:

The City of Homer is conducting a surplus equipment sale and Homer City Code requires City Council approval to sell items valued over \$5,000. The following three items require approval to sell-

- Ford Crew Cab Long Bed Truck - \$10,000 minimum bid
- Caterpillar Grader - \$6,000 minimum bid
- Caterpillar Loader - \$10,000 minimum bid

Departmental justification for the sale of these items are included as attachments to this report.

Staff Recommendation:

Adopt Resolution 23-006

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-006

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
DECLARING CERTAIN CITY OWNED EQUIPMENT SURPLUS,
OBSOLETE AND UNNEEDED AND AUTHORIZING THE CITY
MANAGER TO DISPOSE OF THE USED AND SURPLUS EQUIPMENT
IN ACCORDANCE WITH HOMER CITY CODE 18.30.010-020 AND
18.30.040(B).

WHEREAS, The City is currently soliciting bids for surplus, obsolete, and unneeded materials and equipment; and

WHEREAS, Homer City Code 18.30.020 states that no supplies, materials, equipment or other personal property of a value of more than \$5,000 may be sold or otherwise disposed of until the City Council has declared, by motion or resolution, such property surplus, obsolete, or unneeded, or that the transaction is otherwise in the best interest of the City; and

WHEREAS, The following items have an estimated value of more than \$5,000–

- Ford Crew Cab Long Bed Truck Estimated value \$10,000
- Caterpillar Grader Estimated value \$6,000
- Caterpillar Loader Estimated value \$10,000

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby declares the Ford Crew Cab long bed truck, Caterpillar grader, and Caterpillar loader to be surplus, obsolete, and unneeded, and authorizes the City Manager to dispose of it pursuant to either HCC 18.30.010-020 or HCC 18.30.040(b) in the best interests of the City.

PASSED AND ADOPTED by the Homer City Council on this 23rd day of January, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Revenue amount to be determined



City of Homer

www.cityofhomer-ak.gov

Public Works Page 3 of 4

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

To: Mark Kirko

Fire Chief

Subject: Brush – 1

Brush – 1 is a 1990 Ford F-350 4X4 standard rear axle (non-dual wheel) pick-up. The amount of weight that is carried in the bed of this truck has exceeded the maximum GVWR of the vehicle for many years.

The vehicle was pieced together by the fire dept. personnel over the years to try and meet the needs at the time with a limited budget available. The vehicle does not meet the design or engineering standards required for this type firefighting response as set forth by the NFPA-1901 standards.

Driving this vehicle up and down the hills that we have in the local area with the amount of weight that is carried is overloading the braking system of this vehicle and has overheated the brakes on several occasions as well as caused brake fade. Which puts the occupants and others on the road at risk of an accident.

In order to make the truck capable of carrying the amount of weight that is required for this type of firefighting would require replacing the rear suspension, rear axle, the complete braking system and possibly the front axle as well.

This is a 32 year old vehicle which makes it outdated by our fleet standards for longevity and the cost to make these upgrades is cost prohibitive. If the parts are even available in part due to the age of the vehicle as well as the current parts availability shortage.

It is my recommendation that the Fire Dept. looks at replacing this vehicle with an up to date vehicle that is designed and built for the type of response they intend to use it for.

Mike Parish
Lead Mechanic
City of Homer
Public Works
3575 Heath St.
Homer, AK 99603
907-435-3128
907-299-3203
mparish@ci.homer.ak.us

Surplus Items

140G Caterpillar Grader

This grader was scheduled for replacement in Budget Year 2021, which would have it 35 years in our fleet.

Under the current Fleet replacement program schedule this is 15 years past replacement.

The Transmission went out on this piece of equipment during snow removal December 2021, due to the age of the unit and hours (14,000 plus) it was not in our best interest to spend the money to fix it.

The replacement unit had been ordered for this vehicle and arrived in December 2021.

950B Caterpillar Wheeled Loader

This loader was scheduled for replacement in Budget year 2022, which would have it 35 years in our fleet.

Under the current Fleet replacement program schedule this is 15 years past replacement.

This vehicle has over 11,000 hours on it and is a key piece of equipment for our winter snow removal operations as it runs the snowblower. The hydraulics and transmission are both getting weak from age and usage and would require extensive repair work.

This vehicles replacement was purchased in December 2021.

Bobcat Toolcat 5600

This vehicle was scheduled for Fleet replacement in Budget year 2023, but was moved up due to supply issues due to Covid-19. We were able to secure a new unit before a \$20,000 price increase affected this purchase as well.

Because of this vehicles age and being a first generation model it is having multiple hydraulic hose failure and other component failures with no replacement parts available.

The replacement unit for this vehicle was purchased in January of 2022.



AGENDA ITEM REPORT

**Resolution 23-007, A Resolution of the City Council of Homer, Alaska Approving a Memorandum of Understanding with the Alaska Invasive Species Partnership and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.
City Manager/Public Works Director.**

Item Type: Resolution
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Jan Keiser, Public Works Director
Department: Public Works
Attachments: [Resolution 23-007](#)
[AKISP Final MOU and Memo 01.06.2023](#)

Summary Statement:

Issue: The purpose of this Memorandum is invite the City Council to membership in the Alaska Invasive Species Partnership (“AKISP”).

Background

One of the goals of the Public Works Department (“Department”) is to adopt practices in its operations and maintenance work that support environmental sustainability. To that end, we enlisted the support of the Homer Soil & Water Conservation District (“District”). One of the things we have been working on is the mitigation of invasive species.

The City Council, through the adoption of Ordinance 21-60, appropriated funds for the Small Works Pest Management Program. We issued a Task Order to the District to help us with this. One of the things we accomplished was the successful roll-out and implementation of a Certified Weed Free program for gravel and sand used on City projects as well as chemically remediated an infestation of orange hawkweed in a portion of City ROW.

The District is member of the Alaska Invasive Species Partnership (“AKISP”) and has invited the City to become a member. Membership in the AKISP does not obligate the City to expend any funds or take any actions, but rather encourages communication and collaboration between members for the purpose of eradicating and mitigating invasive species in Alaska. We believe membership will enhance our ability to share lessons learned with other communities and organizations in the state.

For example, the District applied for a grant which would prove the viability of using a “chicken tractor” to remediate invasive plants. If this were successful, it would provide an innovative, non-chemical means of controlling such plans, and provide fresh eggs to boot!

Staff Recommendation:

Adopt Resolution 23-007

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 23-007

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE ALASKA INVASIVE SPECIES PARTNERSHIP AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND
EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, One of the goals of the Public Works Department (“Department”) is to adopt practices in its operations and maintenance work that support environmental sustainability; and

WHEREAS, Ordinance 21-60 appropriated funds for the Small Works Pest Management Program, with which the Public Works Department would, among other things, work with the Homer Soil & Water Conservation District (“District”) to develop an Integrated Pest Management Plan; and

WHEREAS, The District is member of the Alaska Invasive Species Partnership (“AKISP”) and has invited the City to become a member; and

WHEREAS, Membership in the AKISP does not obligate the City to expend any funds or take any actions, but rather encourages communication and collaboration between members for the purpose of eradicating and mitigating invasive species in Alaska; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the City’s membership in the AKISP and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23th day of January, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A



Date: January 6, 2023

To: Alaska Invasive Species Partnership (AKISP), All Members

From: MOU Ad Hoc Committee (Aaron Martin, Genelle Winter, Betty Charnon, Lisa Ka’aihue, Katherine Schake)

Re: Background information on Memorandum of Understanding (MOU) development

What:

The AKISP 2022 work plan included the following task: *Update a Memorandum of Understanding (MOU) among partners of AKISP*

To accomplish this task, the MOU Ad Hoc Committee met in 2022 to review the old AK CNIPM (Committee for Noxious & Invasive Plant Management) MOU and create a revised MOU that meets the current AKISP organizational needs. Additionally, the US Forest Service provided federal MOU guidance to ensure our MOU was broad enough to facilitate the signatory process for federal agencies. The committee also updated the list of potential signatory parties; the list is considered a living document and is attached below.

Why this is important:

As identified in the 2022 work plan, updating the MOU is important to demonstrate diverse organizational/entity support for the AKISP and its mission. By signing the MOU, your organization is committing to work alongside other member entities, as able, toward common goals, objectives, and tasks, as detailed in the AKISP Strategic Plan. To learn more about AKISP and our strategic plan, visit our website: alaskainvasives.org and read our [Fall 2022 Newsletter](#).

Recommendations:

During the November 2022 AK Invasive Species Workshop in Anchorage, the AKISP members reviewed the draft MOU, provided comments/edits, and approved the updated version. The final MOU is ready for signature by partner organizations/entities. If you have any questions/concerns about signing, please email the AKISP Board of Directors at: akispboard@gmail.com

Memorandum of Understanding for the Establishment and Support of the Alaska Invasive Species Partnership (AKISP)

This Memorandum of Understanding (MOU), developed in 2022, is made and entered into by and among the signatory parties, including but not limited to: federal, state, tribal, and private agencies, and organizations.

Purpose

The signatory parties propose to work together within the scope of their respective authorities and jurisdictions toward achieving the purpose of AKISP, as defined in the AKISP bylaws: The purpose of AKISP is to provide focus for statewide management of noxious and invasive species in Alaska. Further, the focus of AKISP is to provide leadership, facilitate information development and exchange, address prevention of introduction and spread of noxious and invasive species, coordinate regional and statewide efforts, and educate managers and the public.

Objectives of the AKISP

- a) To facilitate communication and the exchange of information on noxious and invasive species management and control;
- b) To provide a forum (monthly virtual meetings, annual conferences, and committees) for all interested parties to strategize, plan, coordinate, and benefit from the efforts of the partnership and its members;
- c) To promote managerial and public understanding of noxious and invasive species threats, prevention, control, and management (including outreach and education);
- d) To serve as a clearinghouse, advocate, and facilitator for inventory, monitoring, research, prevention, control, management, education, and awareness of noxious and invasive species;
- e) To seek and promote funding for noxious and invasive species projects/programs, particularly those that promote collaborative efforts among AKISP members and/or further the objectives of AKISP;
- f) To help identify and prioritize incipient and potential noxious and invasive species and pathways for action;
- g) To be led by a Board of Directors with representation ranging from a variety of organizations and stakeholders including, but not limited to, state agencies, federal agencies, tribal organizations, nonprofit organizations, industries, universities, and the public.

It Is Mutually Agreed and Understood by Signatory Parties That:

1. Specific work projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds, as appropriated by the Alaska State Legislature, United States Congress, or other applicable governmental units or provided by other parties to this MOU. Each subsequent agreement or arrangement

that involves the transfer of funds, services, or property among the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations dealing with competition applicable to procurement and financial assistance activities, and must be independently authorized by appropriate statutory authority.

2. This MOU in no way restricts Signatory Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals, and does not convey endorsement of any parties' products or activities.
3. Signatory Parties may collaborate in the development, implementation, and revisions of a statewide strategic plan for the management of invasive species.
4. Nothing in this MOU shall obligate Signatory Parties to expend appropriations or to enter into any contracts or other obligations.
5. The AKISP contact and principal contact for this agreement is:
 - The current AKISP Board Chair: akispboard@gmail.com
6. This MOU is executed as of the date of last signature and is effective for five years, at which time it will expire.
7. This MOU may be modified or amended upon written request of any party and the concurrence of the others, by the issuance of a written modification signed and dated by all properly authorized signatory officials. Any party may be removed from this MOU upon 60 days written notice to the other parties.
8. For all media produced through this MOU, entities will seek written request and approval and provide appropriate recognition through acknowledgements for use of agency/organization logos.
9. Public access to this MOU or agreement records must not be limited, except when records must be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act.
10. No U.S. member of or U.S. delegate to Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
11. Any Signatory Party shall immediately notify all other parties if they receive notice or are presently excluded, debarred, or suspended from entering into covered transactions with the federal government.

The list of all Signatory Parties and each signed MOU will be kept on file with the above contact and made available to all, upon request.

**Memorandum of Understanding
Signatory Page**

Name of Signatory Party

Hereby agrees to the terms of the Memorandum of Understanding for the Establishment and Support of the Alaska Invasive Species Partnership (AKISP).

Authorizing Signature

Date

Printed Name

Title

Printed Name: Signatory Party Point of Contact

Title

Address

City/State/Zip

Phone Number

Fax Number

Email Address

Please return this page to:
The current AKISP Board Chair, akispboard@gmail.com

Federal Agencies

US Department of Agriculture (USDA):

- Animal and Plant Health Inspection Service
- Farm Service Agency
- United States Forest Service (USFS)
- Natural Resources Conservation Service (NRCS)

US Department of Interior (USDI):

- Bureau of Land Management (BLM)
- Bureau of Oceans Energy Management
- Bureau of Indian Affairs
- United States Fish and Wildlife Service (USFWS)
- National Park Service
- United States Geological Survey, Alaska Biological Center

US Department of Commerce:

- NOAA
- Alaska Sea Grant College Program

US Department of Defense:

- Army
- Airforce
- Army Corps
- USCG
- US Department of Homeland Security
- US Customs and Border Protection

State Agencies

- Alaska Association of Soil and Water Conservation Districts (SWCD)
- Anchorage SWCD
- Fairbanks SWCD
- Homer SWCD
- Kenai SWCD
- Kenny Lake SWCD
- Kodiak SWCD
- Palmer SWCD
- Salcha-Delta SWCD
- Upper Susitna SWCD
- Wasilla SWCD
- Natural Resources Conservation District Board
- Alaska Department of Community and Economic Development
- Alaska Department of Fish and Game(ADF&G)
- Alaska Department of Natural Resources (ADNR)
- ADNR, Division of Agriculture

- ADNR, Division of Forestry
- Alaska Department of Transportation and Public Facilities (ADOT&PF)
- Alaska Department of Environmental Conservation (ADEC)
- Alaska Railroad Corporation (ARRC)
- University of Alaska Anchorage (UAA)
- University of Alaska Fairbanks (UAF)
- UAF College of Rural Alaska
- UAF Cooperative Extension Service (CES)
- UAF Agricultural and Forestry Experiment Station
- UA Southeast

Tribal Entities

- Tribal Conservation Districts
- Tyonek Tribal Conservation District
- Metlakatla Indian Community
- Alaska Federation of Natives

Local Entities

- Municipality of Anchorage
- Fairbanks North Star Borough
- City/Borough of Juneau
- Matanuska-Susitna Borough
- Sitka City and Borough
- City of Homer
- Kenai Peninsula Borough
- Kenai Watershed Forum

Private Entities

- Alaska Biological Research, Inc. (ABR)
- Alaska Conservation Foundation (ACF)
- Alaska Dog Musers Association
- Alaska Farm Bureau
- Sitka Conservation Society
- The Nature Conservancy in Alaska
- Wilderness Society
- Ducks Unlimited
- Alien Species LLC
- Salmon Habitat Partnerships
- Aquaculture Associations
- SE Alaska Watershed Coalition
- Copper River Watershed Project
- Cook Inlet RCAC
- Prince William Sound RCAC



AGENDA ITEM REPORT

Resolution 23-008, A Resolution of the City Council of Homer, Alaska Encouraging the Kenai Peninsula Borough to have the Homer Solid Waste Transfer Facility Open on Sundays to Accept Household Waste. Mayor.

Item Type: Resolution
Prepared For: Homer City Council
Meeting Date: 23 Jan 2023
Contact: Ken Castner, Mayor
Attachments: [Resolution 23-008](#)

Summary Statement:

Mayor Castner has proposed Resolution 23-008 for City Council consideration and adoption.

Staff Recommendation:

Adopt Resolution 23-008

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 23-008

A RESOLUTION OF THE CITY OF HOMER, ALASKA, ENCOURAGING THE KENAI PENINSULA BOROUGH TO HAVE THE HOMER SOLID WASTE TRANSFER FACILITY OPEN ON SUNDAYS TO ACCEPT HOUSEHOLD WASTE.

WHEREAS, Sundays are, for many households, the day of the week most convenient to pack up the week’s waste and take it to the Homer Solid Waste Transfer Facility (also known as the local “dump”); and

WHEREAS, If the transfer facility is closed, many resort to taking their trash out for a scenic drive to the Homer harbor where it is deposited in a harbor dumpster; and

WHEREAS, Others find it convenient to utilize the unattended dumpsters at various business locations to leave their wastes; and

WHEREAS, The redirection of Sunday refuse disposal, in lieu of providing Sunday service, simply, and unfairly, shifts the cost of disposal from the Borough to others.

NOW THEREFORE BE IT RESOLVED that the Kenai Peninsula Borough provide Sunday access to the Homer Solid Waste Transfer Facility for domestic waste disposal.

PASSED AND ADOPTED by the Homer City Council on this 23rd day of January, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: HOMER CITY COUNCIL
FROM: CRISI MATTHEWS, CHAIR, PORT & HARBOR ADVISORY COMMISSION
DATE: JANUARY 17, 2023
SUBJECT: PORT AND HARBOR WORKSESSION 1/16/23 CHARETTE FORMAT

In order to have community-wide pre-planning efforts on future Harbor Expansion, the Commission with the help of City Staff facilitated a Work Session led by Corvus Design. Approximately 35 participants were in attendance including various aspects of Harbor Users. The format walked the participants through small group activities envisioning the space and needs for their industries of the Harbor Expansion Project. This was open to the public and facilitated the following common themes:

-The Harbor must be thought forward to 30-50 years use and include user groups (perhaps not even identified yet).

-Large-Scale Government Planning should be in the picture; DOD, USCG; Arctic Mission Support Vessel Home Port, Ferry port and servicing and Cargo Transfer hub onto the road system.

-New basin, boat moorage, drive down ramp, roll out, shore side storage and boat servicing should range up to 800+ Tons and 300' long Vessels with year-round services and support marine trades pertaining to those vessel sizes. Minimum design should have a minimum of 300 moorage spaces and include VIP access, large boat pull aside and leeward access for ease of maneuvering into the facility.

-Harbor users should be planned for both by water and by land to access and launch them; kayak and PWC, water taxi, charter, commercial fishery, tug, cargo, ferry, government (USCG), large vessel owners, crane off loaders/processors, cruise ship, yacht and specialty vessels should all have access and logical planning to 'where they will be housed' and not an afterthought of float design of the 30+ year fleet.

-New income sources must be part of this planning to support its construction and maintenance such as wharfage, moorage, land leases, parking, storage, utility generation, fish and ice plant services, private marina, retail and food, Cruise ship & ecotourism, Cargo Transfer Hub for food security and Village Access. Increasing the surface area would increase the real property and sales tax bases.

-Open Space, Tourism and Marine Trades will need to be better planned via the Spit Comp Plan and the Land Allocation Plan for synergy AND use within any Critical Habitat Areas should be part of the reallocation and preservation planning.

-Adding an arterial roadway to the new surfaces is a must as traffic and public safety (substation services on the Spit) in a 5 min. Circular traffic design was suggested for flow on and off of Harbor. Tsunami provision

should be considered in the new design. Public priority services including Fuel Dock services, Restrooms and Pedestrian flows were mentioned throughout the workgroups also.

-Opportunities for Continuing Ed onsite (welding school, diving certifications, AvTec certifications and USCG Inspection services) should be available for longevity of workforce and retention of vessels in Homer.

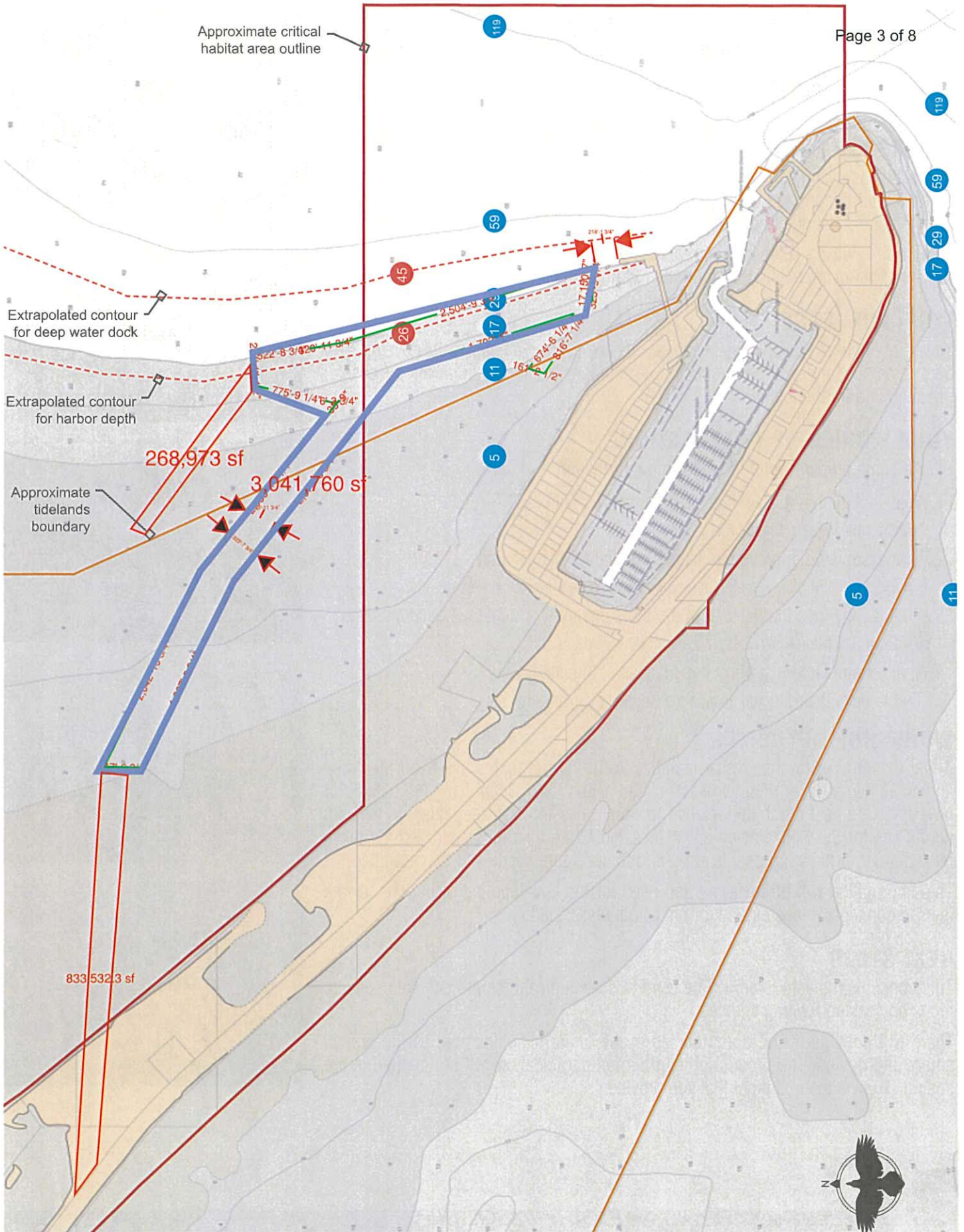
-Planning should spend efforts on (Worker) housing, Parking (Harbor Worker, RV, Trailers, Harbor Users, Tourists, Service Industry Workers, and Marine Trades) and be considered in future transportation plans.

-CLEAN Carbon-Neutral Energy should be generated within the Bay and the newly Electrified Ports will offer additional services in addition to feeding back to the grid for resale opportunities and renewable energy options.

Final thoughts; in the exercise what will the Homer News Headline be? The winner was “Homer Harbor, How Did They Get it SO Right?!” and we can definitely hit that target with the amount of input, energy and excitement of this project. My key takeaway was from Buck Laukitis where he commented that ‘you can never create new real estate...except for now. Build it bigger, 100 acres if possible, you won’t be able to go back and add to it but you will (as a City) be able to realize the investment for years to come if planned to last 50 or more years (unlike the current Harbor that we sized out of relatively quickly)’.

In attendance, our PHC Staff Liaison Amy Woodruff, Deputy City Clerk Rachel Tussey and Economic Development Manager Julie Engebretsen are collectively working with Staff on the Spit Comprehensive Plan and Land Allocation updates and should include these ideas into the long range planning and conceptual verbiage as we progress with the Army Corps of Engineers. Ronnie McPherson, HDR owner’s representative, also contributed to the work session. David Parker, Special Project Coordinator is also working on our Spit Business Plan to help look at the current and potential future of income sources and we will be including Bond options as we move through this process. Upon review of those documents and the General Investigation, the surface area designs will continue to evolve. One of many theoretical design opportunities are attached here and we look forward to seeing the various spatial options that Corvus Design produces from this worksession.

Attachment: Map of Existing Conditions with superimposed drawing of one proposed design alternative



EXISTING CONDITIONS





AGENDA ITEM REPORT

Ordinance 22-72(S), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 19, Parks, Campgrounds, and Public Places and Section 19.08.070, Certain Acts Prohibited; Section 19.20.020 General Rules, and Title 1, General Provisions, Section 1.16.040 Disposition of Scheduled Offenses. City Manager.

Ordinance 22-72(S-2), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 19, Parks, Campgrounds, and Public Places and Section 19.08.070, Certain Acts Prohibited; Section 19.20.020 General Rules, and Title 1, General Provisions, Section 1.16.040 Disposition of Scheduled Offenses. City Manager.

Item Type: Ordinance
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Rob Dumouchel, City Manager
Department: Administration
Attachments: [Ordinance 22-22-72\(S\)](#)
[Ordinance 22-72\(S-2\)](#)
[Griswold Comments 010923](#)
[HPD Non-Objection](#)
[Griswold Comments 011823](#)
[Memo re Ordinance 22-72\(S\)](#)
[Memo 22-182](#)
[Memo 22-181](#)

Summary Statement:

See the attached information regarding Ordinances 22-72 and 22-72(S).

Staff Recommendation:

Conduct Public Hearing, move to substitute Ordinance 22-72(S-2) for 22-72(S), and move to adopt Ordinance 22-72(S-2) by reading of title only for second and final reading.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 22-72(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HOMER CITY CODE TITLE 19, PARKS, CAMPGROUNDS, AND PUBLIC PLACES, SECTION 19.08.070, CERTAIN ACTS PROHIBITED AND SECTION 19.20.020 GENERAL RULES, AND TITLE 1, GENERAL PROVISIONS, SECTION 1.16.040 DISPOSITION OF SCHEDULED OFFENSES.

WHEREAS, There has been an many instances of dogs off leash causing severe disruption in our campgrounds and parks; and

WHEREAS, Current Homer City Code does not provide enough clarity on the restraint of dogs within campgrounds and parks; and

WHEREAS, City staff have requested a clarification of language regarding loose dogs in campgrounds and parks; and

WHEREAS, Enacted measures in current city code and public informational campaigns have failed to encourage positive behavior.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code Chapter 19.08.070 entitled, "Certain acts prohibited" is hereby amended as follows:

f. Allow any dog owned, harbored, or controlled by a person to be **physically unrestrained and** at large in any City-owned or City-controlled campground. All fecal wastes of any dog discharged or deposited on any lands within a City-owned or City-controlled campground shall be immediately removed by the person owning, harboring, or controlling said animal and shall be deposited in trash receptacles or otherwise stored in containers pursuant to HCC [19.08.080](#);

Section 2. Homer City Code Chapter 19.20.022 entitled, "General rules" is hereby amended as follows:

g. **Dogs may not be physically unrestrained or at large within city parks. Dogs may be restricted from sensitive habitat areas by signage posted by the city.** A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.

43
44 Section 3. Homer City Code Chapter 1.16.040 entitled, “Disposition of scheduled
45 offenses – Fine schedule.” is hereby amended as follows:
46

CODE SECTION	DESCRIPTION OF OFFENSE	FINE
HCC 19.08.070(f)	Dog <u>physically unrestrained and</u> at large in City campground	\$300.00

47
48
49 Section 4. This ordinance is of a permanent and general character and shall be included
50 in city code.

51
52 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____th day of January, 2023.

53
54 CITY OF HOMER

55
56
57 _____
58 KEN CASTNER, MAYOR

59
60 ATTEST:

61
62
63 _____
64 MELISSA JACOBSEN, MMC, CITY CLERK

65
66
67 YES:

68 NO:

69 ABSENT:

70 ABSTAIN:

71
72 Introduction:

73 Public Hearing:

74 Second Reading:

75 Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 22-72(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING HOMER CITY CODE TITLE 19, PARKS, CAMPGROUNDS, AND PUBLIC PLACES, SECTION 19.08.070, CERTAIN ACTS PROHIBITED AND SECTION 19.20.020 GENERAL RULES, AND TITLE 1, GENERAL PROVISIONS, SECTION 1.16.040 DISPOSITION OF SCHEDULED OFFENSES.

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Section 2. Homer City Code Chapter 19.20.022 ~~020~~ **020** entitled, "General rules" is hereby amended as follows:

g. **Dogs may not be physically unrestrained or at large within city parks. Dogs may be restricted from sensitive habitat areas by signage posted by the city.** ~~Dogs may be restricted from sensitive habitat areas by signage posted by the city.~~ A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.

43 h. **Dogs may be restricted from sensitive habitat areas by signage posted by the city.**

44
45 **hi.** No person may dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes,
46 cans, dirt, rubbish, waste, garbage or refuse, or other trash, or water, sewage or effluent from
47 sinks, portable toilets or other plumbing fixtures, directly upon the surface of land or water in
48 a park.

49
50 **ij.** Dumpsters provided at park facilities are intended for park use only.

51
52 **jk.** No person may launch, load or retrieve a motorized watercraft from City-owned beaches
53 except for official business use or with Harbormaster approval.

54
55
56 Section 3. Homer City Code Chapter 1.16.040 entitled, “Disposition of scheduled
57 offenses – Fine schedule.” is hereby amended as follows:

58

CODE SECTION	DESCRIPTION OF OFFENSE	FINE
HCC 19.08.070(f)	Dog physically unrestrained and at-large in City campground	\$300.00

59
60
61 Section 4. This ordinance is of a permanent and general character and shall be included
62 in city code.

63
64 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____th day of January, 2023.

65
66 CITY OF HOMER

67
68
69 _____
70 KEN CASTNER, MAYOR

71
72 ATTEST:
73
74
75 _____
76 MELISSA JACOBSEN, MMC, CITY CLERK

77
78
79 YES:

- 80 NO:
- 81 ABSENT:
- 82 ABSTAIN:
- 83
- 84 Introduction:
- 85 Public Hearing:
- 86 Second Reading:
- 87 Effective Date:

From: [Frank Griswold](#)
To: [Melissa Jacobsen](#)
Cc: [Rachel Tussey](#)
Subject: Proposed Ordinance 22-72(S)
Date: Monday, January 9, 2023 12:52:04 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor and Council,

Line 36 of the proposed Ordinance 22-72(S) erroneously refers to HCC 19.20.022 instead of HCC 19.20.020. Proposed HCC 19.08.070(f) (Acts Prohibited) makes it illegal to allow a dog to be physically unrestrained **and** at large within city campgrounds while proposed HCC 19.08.020(g) (General Rules) provides that dogs may not be physically unrestrained **or** at large within city parks. "At large" is defined under HCC 20.04.020 (Animals) but not under HCC 19.20.010 (Parks, Campgrounds, and Public Places). Under Title 20, "At large" means that an animal is off the property of its owner and is not under the direct control of a competent person. So even if a dog is physically unrestrained in a city campgrounds, if it is nonetheless under the direct control of a competent person (undefined) that would be legal because "and" requires violations of both "physically unrestrained" and "at large." So proposed Ordinance 22-72(S) is less restrictive re: dogs within campgrounds than re: dogs within city parks. HCC 19.20.020(g) addressing dog poop should not be amended to accommodate the mostly unrelated proposed amendments re: unrestrained /at large dogs and dogs restricted from sensitive habit areas ("restricted," "sensitive, "habit areas" all undefined). The proposed amendments should be stand-alone (additional) provisions. The proposed \$300 fine for "dog physically unrestrained and at large in city campground" does not appear to have been reviewed or blessed by HPD.

Frank Griswold

From: [Mark Robl](#)
To: [Melissa Jacobsen](#)
Subject: RE: amendment to fines in 1.16.040
Date: Monday, January 16, 2023 2:13:10 PM

No objections or concerns.

From: Melissa Jacobsen <MJacobsen@ci.homer.ak.us>
Sent: Monday, January 16, 2023 1:55 PM
To: Mark Robl <mrobl@ci.homer.ak.us>
Subject: amendment to fines in 1.16.040

Hi Chief,

This ordinance makes an amendment to the fine schedule regarding unrestrained animals in the campgrounds (section 3 line 56). Please review this change and let me know if you have any concerns or objections.

Thanks! Melissa

Melissa Jacobsen, MMC
City Clerk/Deputy Director of Administration
City of Homer, Alaska
907-235-3130



[City of Homer City Clerk's Office](#)

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

Dear Council and Mayor,

One should not be forced to scour multiple sections of code to find out what rules apply to animals and where and how the controlling terms are defined. All regulations and definitions pertaining to dogs and other animals should be regulated under Title 20 with appropriate references thereto in other sections of code if that is deemed necessary. Note that animals on harbor floats are regulated under HCC 20.08.030, not under Title 10 which pertains solely to the Port and Harbor. On the other hand, animals in vehicles are currently regulated under Title 7 (Vehicles and Traffic) and not under Title 20.

HCC 19.08.070(f) states: "All fecal wastes of any *dog* **[animal]** discharged or deposited on lands within a City-owned or City-controlled campground shall be immediately removed by the person owning, harboring, or controlling said *animal* and shall be deposited in trash receptacles or otherwise stored in containers pursuant to HCC 19.08.080" (which, in turn, requires that all campground waste be stored in opaque containers). Dog/animal terminology should be made consistent within this provision and HCC 19.08.080 should be amended because nobody should ever be cited for merely storing campground-generated waste in a transparent container. Proposed HCC 19.20.020(g) and proposed HCC 19.08.070(f) are inconsistent with each other and could be consolidated in relevant part as follows: "A person having control or supervision of an animal that *excretes feces* **[defecates]** in a park **[or City-owned or City-controlled campground]** shall immediately collect and properly dispose of the feces." Alternatively, HCC 19.08.070(f) could be amended to state in relevant part: "A person having control or supervision of an animal that defecates within a City-owned or City-controlled campground shall immediately collect and properly dispose of the feces."

HCC 19.08.070(f) and HCC 19.20.020(g) should apply to all animals, not just to dogs. Horses, for example, should not be allowed to defecate in city parks or campgrounds without their feces being properly disposed of by their owners/controllers.

If dogs are to be arbitrarily restricted from "sensitive habit areas" per HCC 19.20.020(g), then so too should cats, horses, cattle, goats, and other domesticated animals. Cats often pose a greater risk to nesting birds and other wildlife than dogs. "Sensitive habit areas" needs to be defined; does "critical" habitat constitute "sensitive" habitat? The Kachemak Bay Critical Habit Area is vast. Does the City of Homer have jurisdiction to regulate the use of the Kachemak Bay Critical Habit Area or other habit it deems sensitive?

Frank Griswold



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: Rob Dumouchel, City Manager
DATE: October 27, 2022
SUBJECT: Alternative Proposal to Ordinance 22-72

At the October 24th Council meeting, there was an extended discussion in the Committee of the Whole related to Ordinance 22-72 which proposed changes to Title 20 Animals. The item was postponed during the regular meeting for reevaluation after comments were received from the Animal Shelter Director indicating that it was not realistic for her organization to enforce the proposal under the scope of their current contract and staffing. The Animal Shelter's contract includes animal control services, but the City's current contract does not provide sufficient funding for the organization to patrol and enforce the rules suggested in Ordinance 22-72.

After a brief discussion with the Public Works Director and the Animal Shelter Director, I have put together an alternative proposal which instead focused on Title 19 Parks, Campgrounds and Public Places. The focus on Title 19 puts more of the enforcement impetus upon City staff, although Animal Control support would be available in extreme cases.

The amendments I'm proposing are as follows:

HCC 19.08.070 (f): (It shall be unlawful for any person to:) Allow any dog owned, harbored, or controlled by a person to be **physically unrestrained and** at large in any City-owned or City-controlled campground. All fecal wastes of any dog discharged or deposited on any lands within a City-owned or City-controlled campground shall be immediately removed by the person owning, harboring, or controlling said animal and shall be deposited in trash receptacles or otherwise stored in containers pursuant to HCC 19.08.080;

HCC 19.20.020 (g): **Dogs may not be physically unrestrained or at large within city parks. Dogs may be restricted from sensitive habitat areas by signage posted by the city.** A person having control or supervision of an animal that excretes feces in a park shall immediately collect and properly dispose of the feces.

HCC 1.16.040 already includes \$300 fines for violations of 19.08.070(f) and 19.20.020.

My intent with the phrase "physically unrestrained" is that a literal physical connection must exist between dog and handler. Electronic leashes are **not** sufficient as there is no physical connection.

I recommend that this targeted approach to restrict loose dogs in campgrounds and parks be followed by a period of animal control stakeholder engagement and a comprehensive review and update of Title 20 Animals.

Staff Recommendation: Replace Ordinance 22-72 with an updated ordinance focused on Title 19



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 22-182

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

THRU: ROB DUMOUCHEL, CITY MANAGER

FROM: PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION

DATE: OCTOBER 10, 2022

SUBJECT: ORDINANCE 22-XX, AMENDING CHAPTER 20, ANIMALS SECTIONS 20.04.020 DEFINITIONS, 20.08.010 ANIMALS AT LARGE, 20.08.040 NUISANCE ANIMALS AND 20.32.020 FINE SCHEDULE TO REFINE THE DEFINITION OF "AT LARGE", CLARIFY AREAS WHERE ANIMALS ARE TO BE ON LEASH AT ALL TIMES AND AMEND RELATED FINES.

Background:

Over the years the Parks, Arts, Recreation & Culture Advisory Commission (PARC) has fielded complaints regarding unfavorable interactions between dogs, humans and wildlife in areas such as city owned campgrounds, beaches, parks, parking lots and sensitive or protected habitats such as Beluga Slough. These interactions have increased exponentially over the last few years and various city personnel and Commissioners have fielded numerous complaints and witnessed several incidents of dogs at large and not under the direct control of their owner.

The Commission has attempted to address the actions of owners who allowed their dogs to be at large by implementing non-punitive measures such as educational campaigns, providing free leashes and they have not worked.

The Commission has reviewed the proposed amendments to City Code addressing the issue regarding restraint and amending the fine schedule to hopefully bring the public more awareness and address the fact that voice command or control is not an effective measure to controlling animals. This lack of control has been acknowledged by Public Safety both city and state.

These proposed changes are supported by Homer Police Department.

Recommendation

Approve the proposed amendments to Homer City Code presented in the Ordinance 22-xx

Session 22-06, a Regular Meeting of the Parks, Art, Recreation and Culture Advisory Commission was called to order by Chair Dave Lewis at 5:30 p.m. on August 18, 2022 from the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and via Zoom Webinar.

PRESENT: COMMISSIONERS FAIR, LOWNEY, HARRALD, ARCHIBALD, GALBRAITH, LEWIS

ABSENT: STUDENT COMMISSIONER FLORA AND COMMISSIONER ROEDL (EXCUSED)

STAFF: DEPUTY CITY CLERK KRAUSE
PUBLIC WORKS DIRECTOR KEISER
SPECIAL PROJECTS & COMMUNICATIONS COORDINATOR CARROLL
CITY PLANNER ABBODD

PENDING BUSINESS

B. Memorandum from Deputy City Clerk re: Amending City Code to Address Restraint of Animals in Specific Areas and Applicable Fees

Chair Lewis introduced the item and invited Councilmember Venuti to speak to the Commission.

Councilmember Venuti expressed her appreciation of the Commission on the work regarding leashes for dogs, receiving input from the Police Department and getting their support and was proud to sponsor the ordinance stating that she believed it to be well written and addressed the issues regarding dogs off leash in specific areas. Ms. Venuti noted that they have to get ahead of this issue and address the concerns and be proactive.

Chair Lewis questioned if it would be possible to address the responsibility of owner liable for what damage or injury that their pet does.

Councilmember Venuti stated that the question would be a question for the attorney. She confirmed with the Clerk that this draft would be submitted to the City Attorney for review.

LOWNEY/ARCHIBALD MOVED TO ACCEPT THE DRAFT ORDINANCE AMENDING CITY CODE IN REGARDS TO RESTRAINT.

Discussion and comments were made regarding it was overdue.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Deputy City Clerk Krause explained that a motion to forward the draft ordinance to a Public Hearing was required as that was the next step in the process.

HARRALD/FAIR - MOVED TO CONDUCT A PUBLIC HEARING ON THE PROPOSED DRAFT ORDINANCE TO AMEND SECTIONS OF TITLE 20 ANIMALS AT THE SEPTEMBER 15, 2022 REGULAR MEETING.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

**CITY OF HOMER
PUBLIC HEARING NOTICE
PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION MEETING**

A public hearing on the following matter is scheduled for Thursday, October 20, 2022 at 5:30 p.m. during the Regular Parks, Art, Recreation & Culture Advisory Commission Meeting at the City Hall Cowles Council Chambers and by Zoom webinar at zoom.us or Telephone Dial 1-669-900- 6833 or 1-253-215 8782; (Toll Free) 888-788-0099 or 877- 853-5247; use Meeting ID: 990 6701 0473 Passcode: 295088

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Title 20 Animals, Sections 20.04.020 Definitions, 20.08.010 Animals At Large, 20.08.040 Nuisance Animals and 20.32.020 Fine Schedule, To Refine the Definition of “At Large”, Clarify Areas Where Animals Are To Be On Leash At All Times and Amend Related Fines.

Additional information regarding this matter will be available by 5pm on the Friday before the meeting. This information will be posted to the City of Homer online calendar page for Thursday, October 20, 2022 at <https://www.cityofhomer-ak.gov/calendar>. It will also be available in the Downstairs Lobby at Homer City Hall and at the Homer Public Library.

Written comments can be emailed to the City Clerk’s Office at the address below, mailed to Homer City Hall at the address above, or placed in the Homer City Hall drop box at any time. Written comments must be received by 3:00 pm on the day of the meeting.

If you have questions, contact the City Clerk’s Office. Phone: (907) 235-3130, email: clerk@ci.homer.ak.us or in-person downstairs at Homer City Hall.



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum 22-181

TO: Renee Krause, MMC, Deputy City Clerk II
FROM: Chief Robl
DATE: 9-26-2022
SUBJECT: City Ordinance Revision of Title 20

I am in support of amending Title 20 regarding animals at large and nuisance animals. I fully support increasing the associated fines.

We do not issue many citations under this ordinance section. Problems with animals being at large, dogs off of leashes, etc. are seldom brought to our attention. We have records of four animal at large complaints in the last two years. In three of the four cases responding officers were not able to locate the offenders or identify them. In one case the animal owner was issued a warning. Approximately five years ago we dealt with a continuing problem of goats being at large and damaging private property in the Kachemak drive area. We issued over 20 citations in the case and eventually gained compliance from the goats' owners. This case eventually required the involvement of our city attorney.

Trying to define "noise" relating to complaints with animals is difficult to do. Relatively low amplitude noise in the form of continuous whining or whimpering from a dog can be extremely annoying. Birds can make various noises for a considerable period of time that is also low in volume but still very aggravating. I think leaving the noise definition alone and instead continuing to refer to repeated or continued noise in the ordinance is best. Having a firm definition of noise could restrict our ability to take enforcement action with this ordinance in some cases. We have run into issues trying to enforce the current ordinance. Two years ago we had a citizen report problems with a neighbors geese making continuous, irritating noise. He tape recorded the noises and we did eventually issue a citation in the case. The judge dismissed the case and stated; "This is Alaska and we have animal noises here". The goose noises continued and the citizen continued to tape record them. We listened to the recordings for hours and never noticed a new, louder or different noise than was originally reported so no further citations were issued. The city manager became involved in this case and helped to mediate it. I think we need to have the flexibility to judge noise complaints independently based on the circumstances of each case.



AGENDA ITEM REPORT

Ordinance 23-01, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Renewing the Appropriation of Funds in the Amount of \$750,000 from the General Fund Fund Balance for the Purpose of Reinitiating and Conducting a U.S. Army Corps of Engineers General Investigation Study for the Homer Large Vessel Port Expansion. City Manager.

Item Type:	Ordinance
Prepared For:	Mayor Castner and Homer City Council
Meeting Date:	23 Jan 2023
Staff Contact:	Rob Dumouchel, City Manager
Department:	Administration
Fiscal Impact:	\$750,000
Attachments:	Ordinance 23-01

Summary Statement:

In 2020, City Council approved Ordinance 20-06 which appropriated \$750,000 towards the City's share of a \$3M General Investigation into the large vessel port expansion by the Army Corps of Engineers. The investment shown by Ordinance 20-06 has been a powerful tool in communicating the depth of Homer's support for the project.

As Council appropriations only last for three years, it is time to renew this appropriation to ensure the funds remain available for the General Investigation which is on track to get underway in calendar year 2023 (at this time we're waiting for the federal budget to be approved which currently includes the federal match to go with the \$1.5M already set aside by Homer and the State of Alaska).

Financial Impact:

Renewing \$750,000 appropriation approved by Ordinance 20-06

Policy Implications:

N/A

Staff Recommendation:

Conduct a public hearing for Ordinance 23-01 and moved to adopt Ordinance 23-01 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-01](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 23-01

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY RENEWING THE APPROPRIATION OF FUNDS IN THE AMOUNT OF \$750,000 FROM THE GENERAL FUND FUND BALANCE FOR THE PURPOSE OF REINITIATING AND CONDUCTING A U.S. ARMY CORPS OF ENGINEERS GENERAL INVESTIGATION STUDY FOR THE HOMER LARGE VESSEL PORT EXPANSION.

WHEREAS, The City Council has identified the Homer Large Vessel Port Expansion as its top priority Capital Improvement Project (CIP) for many years; and

WHEREAS, The project will require a total of \$3 million through a 50/50 state/local and federal match to proceed; and

WHEREAS, In 2020 the City Council approved Ordinance 20-06 which appropriated funds totaling \$750,000 towards a general investigation of the Large Vessel Port Expansion; and

WHEREAS, In 2022 the City successfully lobbied the State of Alaska to also appropriate \$750,000 via a designated legislative grant towards a general investigation of the Large Vessel Port Expansion which was accepted and appropriated by Ordinance 22-64; and

WHEREAS, Senator Murkowski has included first year funding for the General Investigation as a Congressional Designated Spending request which currently resides in the draft federal budget; and

WHEREAS, The City's appropriation is expiring and needs to be renewed to ensure the funds remain available as we expect the General Investigation to begin in calendar year 2023.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY23 capital budget is hereby amended to renew the appropriation of \$750,000 from the general fund fund balance for the purpose of reinitiating and conducting an Army Corps of Engineers General Investigation Study for the Homer Large Vessel Port Expansion as follows:

	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
43			
44	100	U.S. ACE General Investigation Study -	\$750,000
45		Large Vessel Port Expansion	
46			

47 Section 2. This is a budget amendment ordinance and shall not be codified.

48

49 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ___ day of _____, 2023.

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51 CITY OF HOMER

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53 _____

54 KEN CASTNER, MAYOR

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56 ATTEST:

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59 _____

60 MELISSA JACOBSEN, MMC, CITY CLERK

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62 YES:

63 NO:

64 ABSENT:

65 ABSTAIN:

66

67 First Reading:

68 Public Hearing:

69 Second Reading:

70 Effective Date:



AGENDA ITEM REPORT

Ordinance 23-02, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$70,000 Divided Equally Between the Homer Accelerated Roads and Trails (HART) Trails Fund and the Land Reserves to Purchase a 4.53 Acre Parcel in the Bridge Creek Watershed Protection District. Aderhold.

Item Type:	Ordinance
Prepared For:	Mayor Castner and Homer City Council
Meeting Date:	23 Jan 2023
Staff Contact:	Julie Engebretsen, Economic Development Manager
Department:	Administration
Fiscal Impact:	\$70,000
Attachments:	Ordinance 23-02 Agenda Item Report - CC-23-002

Summary Statement:

At the last council meeting, questions were raised about possible assessments against the property, as well as the use of HART trails funds for the purchase. This supplemental memo will address these two points.

1. Are any assessments due? What about subsurface rights?

Staff read through the information provided by the title company. No assessments are noted. A title insurance policy is included which protects the buyer in case of an error, such as an assessment or other error in the title company documentation. The policy states that investigation should be made about any water, sewer or electric assessments. Staff reviewed the potential for an unrecorded assessment. This lot is not within Homer city limits (just north of the boundary), does not have access to and is not near any city water, sewer, or Enstar natural gas infrastructure. There is no electricity in the immediate area. No assessments are known or anticipated. The title insurance states oil, gas and mineral rights are reserved; the city will not own these subsurface rights.

2. Using HART trail funds to buy trailhead property.

The city has used trail funds in the past to purchase land on Rogers Loop, for a future trailhead to the city's diamond creek property. Under Section 1, Purpose, the HART Policy Manuals states in part: "The purpose of the HART program is to pay for reconstructing substandard city roads, upgrading existing roads, and constructing new streets and non-motorized trails. The intent of the program is to reduce

maintenance costs, improve access, increase property values and improve the quality of life...” The property purchase would make possible a future access to city lands and a potential trail system with adequate parking.

Under Section 4, Trails Qualifying and Project Selection Criteria the following excerpt is provided:

A. New local non-motorized trails shall be prioritized according to the following:

1. Project is listed in the HNMTTP or furthers a stated goal of that plan
2. Solves a safety concern
3. Creates connectivity to existing trail(s), completes pattern or provides access to a point of interest
4. Protects an established trail
- 5. Creates or improves a trailhead**
6. Has significant scenic or aesthetic value
7. Existence or potential for contributing funds or volunteer efforts
8. Property owner participation

Criteria #3 also has some consideration in using HART funds partially support the purchase. It is common in many communities to use watershed areas for low impact recreation such as trails. The city has expended significant resources over the years to acquire key properties to protect drinking water quality and quantity, but no funding for future public access to these lands. This purchase creates opportunity for a future trail network with more than one access point - the dam being the main access point currently and the only location with a parking area.

Financial Impact:

Funding

Funding for Ordinance 23-03 would be divided between two funds: Land Reserves and HART Trails. The subject property has a driveway constructed to it and to the property, which could easily serve as a future trailhead to the 200 plus acres the City owns north of the Bridge Creek Reservoir. To date, no other purchases the City has made in this part of the watershed have the potential to be a good trailhead. While there are no immediate plans to construct a formal trailhead or trail system, this is an opportunity to purchase a lot with a constructed driveway and protect additional creek corridor to protect lands in the watershed as well as create future recreational opportunities.

Costs

The purchase price of the property is \$55,000 with closing costs of \$5,725 on the transaction. Platting costs would be in the range of \$5,000 to \$10,000. Staking of property corners would be required, which would raise the costs to that of more than a basic plat. Therefore, staff is requesting funding in the amount of \$70,000 to reasonably cover all the expected costs. As noted before, Mr. Farmwald intends to split the platting cost with the City, up to \$5,000.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-02 by reading of title only for second and final reading.

**CITY OF HOMER
HOMER, ALASKA**

Aderhold

ORDINANCE 23-02

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING AN AMOUNT NOT TO EXCEED \$70,000 DIVIDED EQUALLY BETWEEN THE HOMER ACCELERATED ROADS AND TRAILS (HART) TRAILS FUND AND THE LAND RESERVES TO PURCHASE A 4.53 ACRE PARCEL IN THE BRIDGE CREEK WATERSHED PROTECTION DISTRICT.

WHEREAS, Acquiring land in the Bridge Creek Watershed allows for protection to the City’s water quality and quantity; and

WHEREAS, Lot 6, Bridge Creek Cooperative Subdivision is adjacent to two lots recently purchased by the City with Ordinance 22-01 and is a location where a trailhead can be created to access to the many acres surrounding the reservoir that are owned by the City; and

WHEREAS, The City will work with the neighboring property owner to complete a platting action to vacate the cul-de-sac that crosses a tributary to Bridge Creek; and

WHEREAS, This ordinance includes funds to purchase the land, including closing costs, and funds for the platting action.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY23 capital budget is hereby amended by appropriating not more than \$70,000 divided equally between the HART Trails fund and the Land Reserves for the purchase of T6S R13W SEC4 Seward Meridian HM0810005 Bridge Creek Cooperative Subdivision Lot 6 as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
150	Land Reserves	\$35,000
165	HART Trails	\$35,000

Section 2. The City Manager is hereby authorized to negotiate and execute the appropriate documents for the purchase of the property and to engage in the necessary platting action with the neighboring property owner to vacate the cul-de-sac that abuts subdivision lots 7, 6, 2 and 3.

43 Section 3. This is a budget amendment ordinance and shall not be codified.

44

45 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ___ day of _____, 2023.

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CITY OF HOMER

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KEN CASTNER, MAYOR

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52 ATTEST:

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56 _____
MELISSA JACOBSEN, MMC, CITY CLERK

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58 YES:

59 NO:

60 ABSENT:

61 ABSTAIN:

62

63 First Reading:

64 Public Hearing:

65 Second Reading:

66 Effective Date:



AGENDA ITEM REPORT

Ordinance 23-02, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$70,000 Divided Equally Between the Homer Accelerated Roads and Trails (HART) Trails Fund and the Land Reserves to Purchase a 4.53 Acre Parcel in the Bridge Creek Watershed Protection District. Aderhold.

Item Type: Ordinance
Prepared For: Mayor and City Council
Meeting Date: 09 Jan 2023
Sponsor: Donna Aderhold, Council Member
Department: City Council
Fiscal Impact: \$70,000
Attachments: [Ordinance 23-02](#)
[Maps](#)
[Plat](#)
[Hillshade Map](#)
[KPB Tax Assessment Info](#)
[Title Report](#)

Summary Statement:

Introduction

Ordinance 21-01(A) adopted January 24, 2022 authorized the purchase of two properties within the Bridge Creek Watershed Protection District, as well as the acquisition of two drainage easements. One of the property owners, Jay Farmwald, was instrumental in working with the City and the longtime owners of these lots to facilitate these transactions. When the City Council held the public hearing on the ordinance, Councilwoman Aderhold mentioned it would be beneficial to vacate the cul-de-sac between these lots, as there is a creek running through what would be an eventual turn around area. Mr. Farmwald pursued this idea and began working with another adjacent land owner (Frommer) to see if they were interested in selling. City ownership of this additional lot would allow the City to replat the properties, vacate the entire cul-de-sac, and result in the creek not being located in a dedicated right-of-way. Due to Mr. Farmwald's efforts, the property owner (Frommer) and the City have reached a purchase agreement for the subject property. Please see attached map.

After the land sale is complete, staff can work with Mr. Farmwald on a platting action to vacate the cul-de-sac. Mr. Farmwald would be a party in the platting action and has offered to split the platting costs with the City, up to \$5,000. This platting action would net the City an additional four tenths of an acre (17,000 square feet) and place the portion of the creek into City ownership.

Property Description

40958 Farmwald Circle, 4.525 acres. See attached KPB Tax Assessment Information. The property is generally upland with a small portion of the lot that contains discharge slope wetlands. There is a very small cabin currently on the property which the City may remove in the future to prevent unauthorized use. The KPB taxed assessed values in this area are very low and also do not take into account that this specific property has legal and physically constructed access. The City's broker Angie Newby and staff feel the purchase price is reasonable given the current high cost of real estate in the greater Homer area. Additionally, significant effort was made to negotiate the purchase price down.

Closing Conditions

At the beginning of negotiations it was determined there are(?) some junk cars currently located on the property. It is a condition of sale that these cars be removed from the site; staff will verify their removal prior to closing.

Financial Impact:

Funding

Funding for Ordinance 23-03 would be divided between two funds: Land Reserves and HART Trails. The subject property has a driveway constructed to it and to the property, which could easily serve as a future trailhead to the 200 plus acres the City owns north of the Bridge Creek Reservoir. To date, no other purchases the City has made in this part of the watershed have the potential to be a good trailhead. While there are no immediate plans to construct a formal trailhead or trail system, this is an opportunity to purchase a lot with a constructed driveway and protect additional creek corridor to protect lands in the watershed as well as create future recreational opportunities.

Costs

The purchase price of the property is \$55,000 with closing costs of \$5,725 on the transaction. Platting costs would be in the range of \$5,000 to \$10,000. Staking of property corners would be required, which would raise the costs to that of more than a basic plat. Therefore, staff is requesting funding in the amount of \$70,000 to reasonably cover all the expected costs. As noted before, Mr. Farmwald intends to split the platting cost with the City, up to \$5,000.

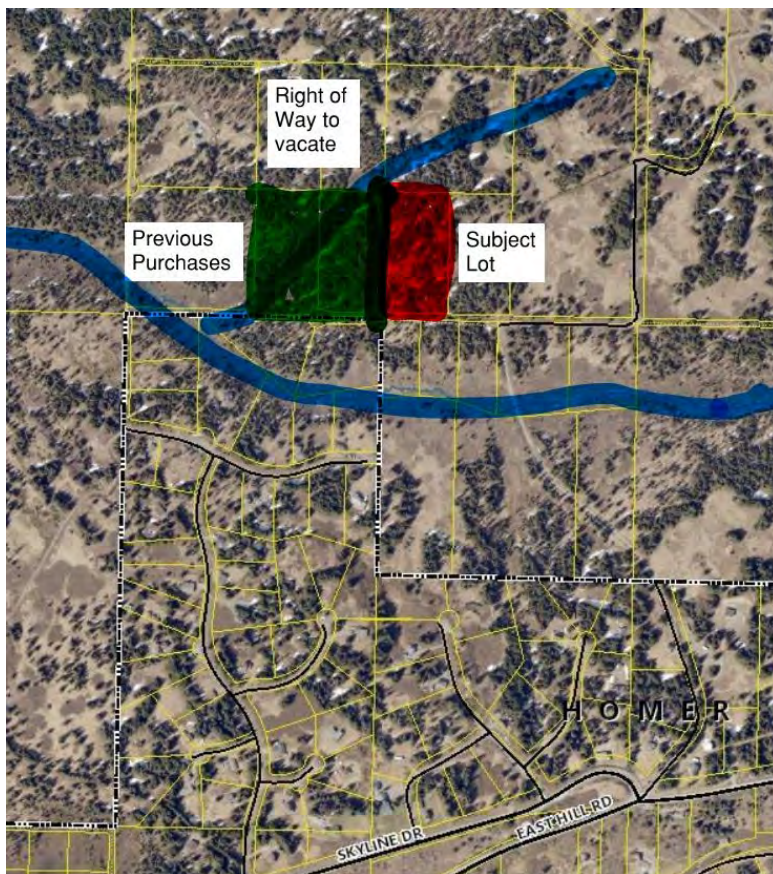
Recommendation:

Introduce Ordinance 23-02 January 9, 2023, Public Hearing and Second Reading January 23, 2023

City of Homer – Bridge Creek Watershed Protection District in Yellow. Subject Area is marked in red.



Subject Property Map – Green lots are City owned, red is the subject Lot. The street to be vacated bisects the Red and Green lots. Blue lines represent creeks.



CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADVISE AND GRANT ALL RIGHTS TO THE SUBDIVISION, AND DEDICATE ALL RIGHTS OF WAY AND GRANT ALL RIGHTS TO THE SUBDIVISION.

BRIDGE CREEK COOPERATIVE, INC.
 3935 KIMBERLE COURT
 ANCHORAGE, ALASKA 99504

BY: *[Signature]*
 R. CLAUDON
 PRESIDENT, B.C.C. INC.

JAY A. ANNALDO
 SECRETARY, B.C.C. INC.

NOTARY'S ACKNOWLEDGEMENT

ON THIS DAY OF August, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALASKA, PERSONALLY APPEARED BRIDGE CREEK COOPERATIVE, INC. AND JAY A. ANNALDO AND R. CLAUDON AND THEY REPRESENTED TO ME THAT THEY EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, FREE AND VOLUNTARILY AND WITHOUT COERCION, FRAUD OR UNLAWFUL INFLUENCE, AND THAT THEY WERE FULLY ADVISED OF THE NATURE AND CONSEQUENCES OF THE FOREGOING ACT.

[Signature]
 NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES August 22, 1982

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA REGIONAL PLANNING COMMISSION AT THE MEETING OF July 22, 1980 AT MEAD PENINSULA BOUQUARD.

BY: *[Signature]*



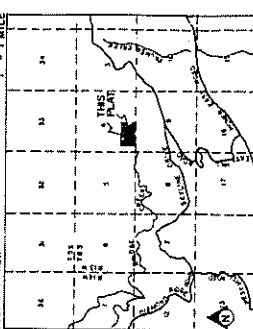
CERTIFICATE OF SURVEY

THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS MADE UNDER MY DIRECT SUPERVISION AND THAT THE CORNERS AND MONUMENTS HAVE BEEN LOCATED AND ESTABLISHED AND THAT DIMENSIONS SHOWN HEREON ARE TRUE AND CORRECT.

DATE August 15, 1980

LYNN P. WALLACE, R.L.S.
 4104-S

VICINITY MAP



BRIDGE CREEK COOPERATIVE SUBDIVISION

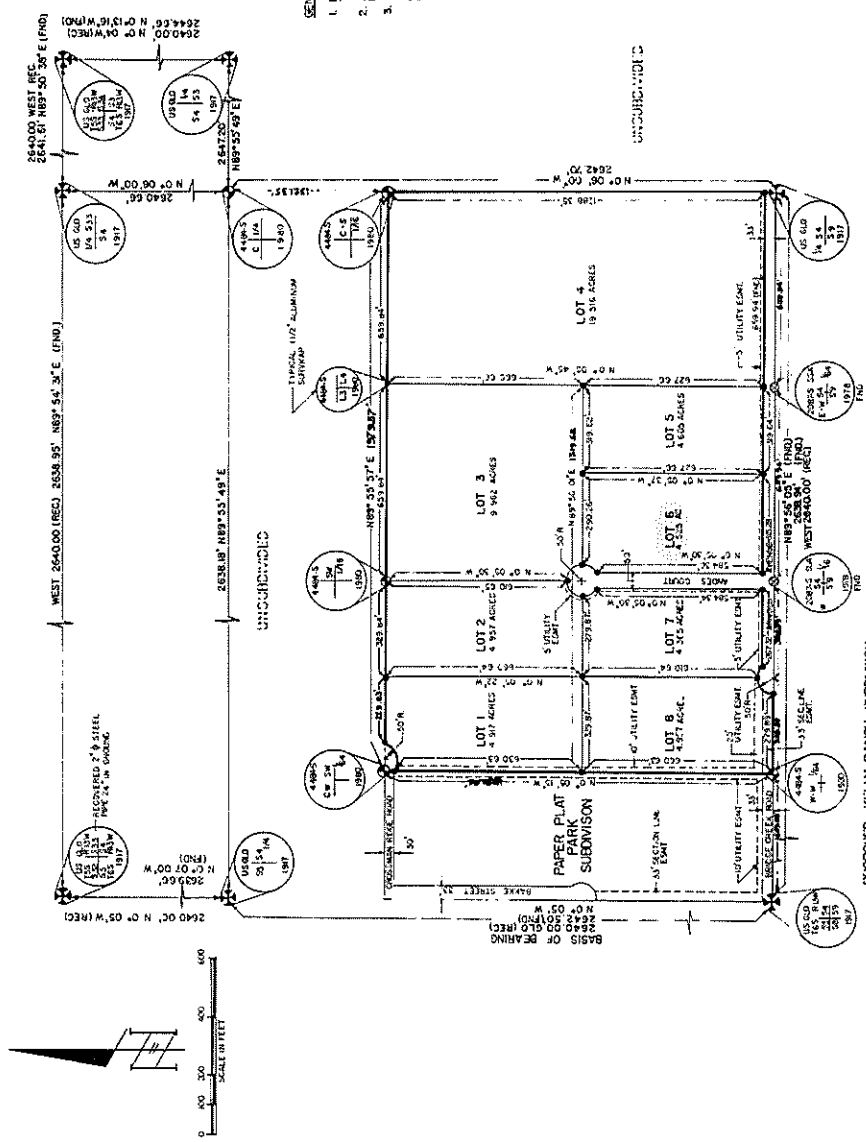
CONTAINS 60,044 SQUARE FEET OR 1.37 ACRES

A SUBDIVISION OF

E 34, S1/4, S24, SEC. 4
 T 63, R13W, S4, ALASKA

OWNER:	HMER	BRD	JTL ENGINEERING CO.
ENGINEER:	BRIDGE CREEK COOPERATIVE, INC. (B.C.C. INC.)	SCALE	1" = 200'
DATE:	AUGUST 1, 1980	TOTAL LOTS	8
DRAWN F.N.D.	J.P. LOVETT	DATE	AUGUST 1, 1980

2935 KIMBERLE COURT
 ANCHORAGE, AK 99504



- GENERAL NOTES**
1. RECORD REVISIONS WAS TAKEN FROM THE U.S.F.L.S. TOWNSHIP PLAT OF B.C.C. ALYKA, S.M. ALASKA.
 2. ALL WASTE DISPOSAL SETBACKS SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.
 3. BUILDING SETBACKS - A SETBACK OF 20 FEET IS REQUIRED FROM ALL TRAILER RIGHT-OF-WAYS UNLESS A LESSOR FROM AND TRAILER RIGHT-OF-WAY IS SHOWN ON THE APPROPRIATE PLANNING COMMISSION.

- LEGEND**
- ⊕ ORIGINAL 1917 US GLO BRASS CAP MONUMENTS, RECOVERED.
 - ⊙ REINFORCED 4-1/2\"/>

81-5
 RECORDED - RECD 10 -
 HMER
 1-80-81
 9-85 (1)
 1-86 (1)
 S-11-86 (2)

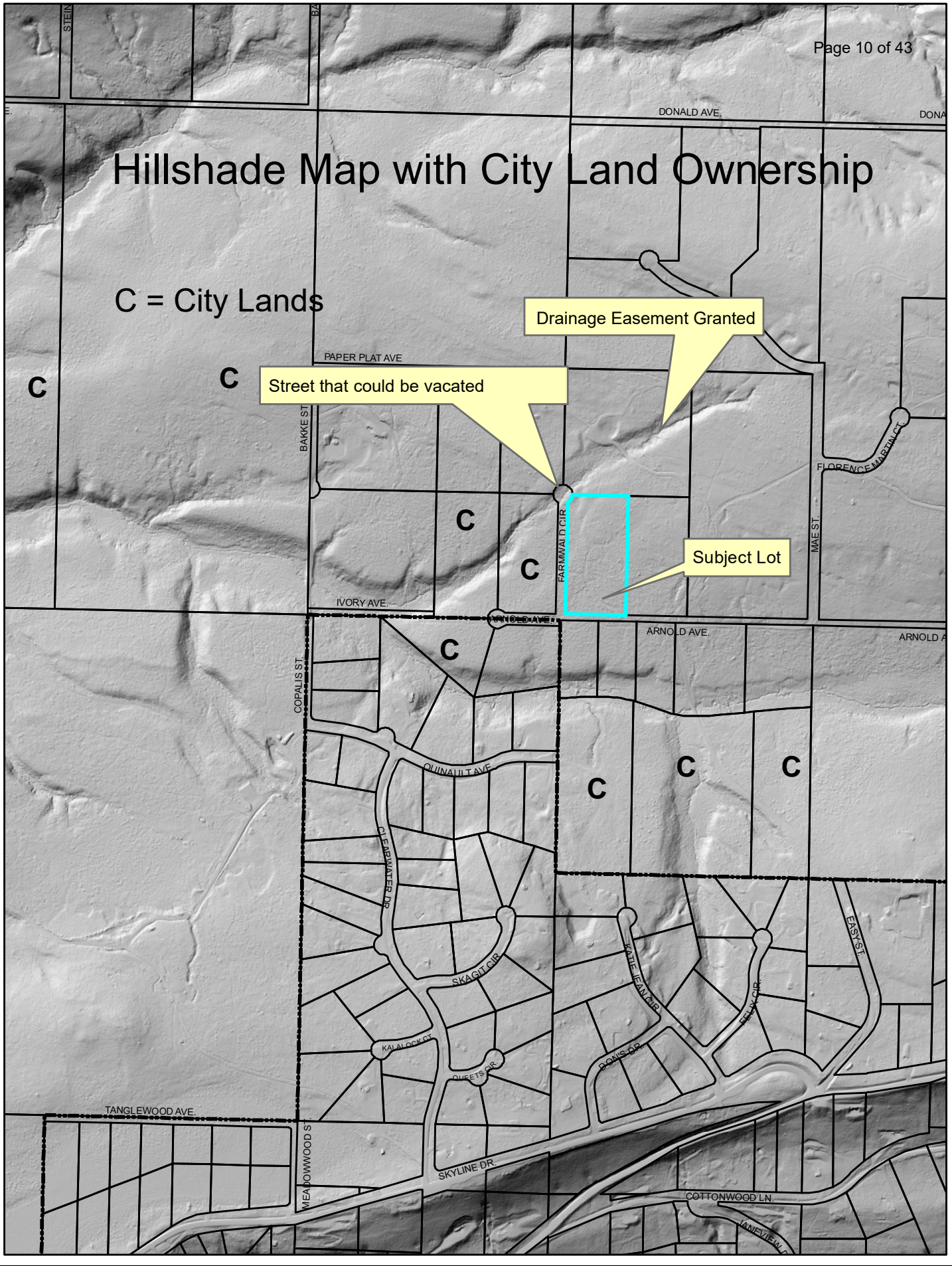
Hillshade Map with City Land Ownership

C = City Lands

Drainage Easement Granted

Street that could be vacated

Subject Lot





Kenai Peninsula Borough

Assessing Department
144 N. Binkley Street
Soldotna AK 99669

General Information

FROMMER MELISSA M 75-5863 KUAKINI HWY APT 332 KAILUA KONA, HI 96740-2138	Property ID	17370005
	Address	40958 FARMWALD CIR
	Document / Book Page	20150038480
	Acreage	4.5300

Owners

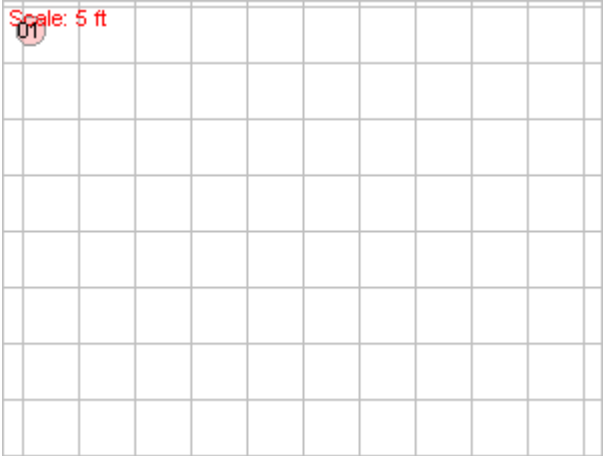
Property ID	Display Name	Address
17370005	FROMMER MELISSA M	75-5863 KUAKINI HWY APT 332

Legal Description

Description
T 6S R 13W SEC 4 Seward Meridian HM 0810005 BRIDGE CREEK COOPERATIVE SUB LOT 6

Value History

Year	Reason	Assessed		
		Land	Structures	Total
2022	Main Roll Certification	\$20,200	\$800	\$21,000
2021	Main Roll Certification	\$18,600	\$900	\$19,500
2020	Main Roll Certification	\$18,600	\$900	\$19,500
2019	Main Roll Certification	\$19,200	\$1,000	\$20,200
2018	Main Roll Certification	\$19,200	\$1,000	\$20,200
2017	Main Roll Certification	\$35,500	\$1,100	\$36,600
2016	Main Roll Certification	\$16,400	\$500	\$16,900
2015	Main Roll Certification	\$16,400	\$400	\$16,800
2014	Main Roll Certification	\$16,400	\$400	\$16,800
2013	Main Roll Certification	\$16,400	\$400	\$16,800
2012	Main Roll Certification	\$16,400	\$400	\$16,800
2011	Main Roll Certification	\$17,400	\$500	\$17,900
2010	Main Roll Certification	\$17,400	\$500	\$17,900
2009	Main Roll Certification	\$17,400	\$12,700	\$30,100
2008	Main Roll Certification	\$16,500	\$12,100	\$28,600
2007	Main Roll Certification	\$12,700	\$10,900	\$23,600
2006	Main Roll Certification	\$12,700	\$3,300	\$16,000
2005	Main Roll Certification	\$12,700	\$2,900	\$15,600
2004	Main Roll Certification	\$12,500	\$3,200	\$15,700
2003	Main Roll Certification	\$12,500	\$3,200	\$15,700
2002	Main Roll Certification	\$12,500	\$3,200	\$15,700
2001	Main Roll Certification	\$12,500	\$3,200	\$15,700

R01 - Extension Details	
<p>Address 40958 FARMWALD CIR</p>	<div style="border: 1px solid gray; padding: 5px;"> <p style="color: red; font-size: small;">Scale: 5 ft</p>  </div>

Improvements							
Code	Year	Bldg	Length	Width	Units	Unit Type	Value
MACHINE	1982	R01	14.00	12.00	168	SF	800

Land Details					
Primary Use	Land Type	Acres	Eff Frontage	Eff Depth	Asd Value
	Residential Rural/Res T	4.5300	0.00	0.00	\$20,200



Kachemak Bay Title Agency,
Inc.
3733 Ben Walters Lane, Suite
1
Homer, AK 99603
Phone - (907) 235-8196
Fax - (907) 235-2420

COMMITMENT FOR TITLE INSURANCE

TO:

Selling Agent:

Homer Real Estate
601 E. Pioneer Ave, Suite 202
Homer, AK 99603

Attn: Angie Newby
Re: 40958 Farmwald Cir., Homer, AK 99603

FOR QUESTIONS REGARDING THIS COMMITMENT, PLEASE CONTACT:

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Closer: Heather Lewis
File No.: 38569
Phone No.: (907) 235-8196
Fax No.: (907) 235-2420
Email: heather@kbaytitle.com

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603

Title Officer: Mary Frenge
File No.: 38569
Phone No.:
Fax No.:
Email: mary@kbaytitle.com

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Countersigned by:


Authorized Countersignature

Kachemak Bay Title Agency, Inc.
3733 Ben Walters Lane, Suite 1
Homer, AK 99603
(907) 235-8196




Frederick H. Eppinger
President and CEO


David Hisey
Secretary

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ALTA Commitment For Title Insurance (7-01-2021)

Page 1 of 4



1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I - Requirements;
- f. Schedule B, Part II - Exceptions; and
- g. a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 2 of 4



5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I - Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No. 38569

ALTA Commitment For Title Insurance (7-01-2021)

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10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment For Title Insurance (7-01-2021)

Page 4 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Kachemak Bay Title Agency, Inc.
Issuing Office: 3733 Ben Walters Lane, Suite 1, Homer, AK 99603
Issuing Office's ALTA® Registry ID: 020006
Loan ID Number:
Commitment Number: 38569
Issuing Office File Number: 38569
Property Address: 40958 Farmwald Cir., Homer, AK 99603
Revision Number:

1. Commitment Date: December 16, 2022 at 8:00 A.M.

2. Policy to be issued: **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard \$55,000.00
Premium: \$422.00

Proposed Insured: CITY OF HOMER

(b) 2021 ALTA® Loan Policy N/A

Proposed Insured:

3. The estate or interest in the Land at the Commitment Date is:

Fee Simple

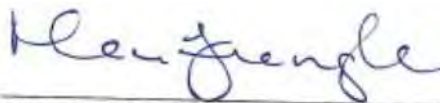
4. The Title is, at the Commitment Date, vested in:

Melissa M. Frommer

5. The Land is described as follows:

Lot Six (6), BRIDGE CREEK COOPERATIVE SUBDIVISION, according to Plat No. 81-5, in the Homer Recording District, Third Judicial District, State of Alaska.

STEWART TITLE GUARANTY COMPANY



Authorized Countersignature

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File No. 38569

ALTA Commitment for Title Insurance Schedule A (07-01-2021)



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

Page 19 of 43

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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File No. 38569

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 38569

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

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File No. 38569

ALTA Commitment For Title Insurance Schedule B I (07-01-2021)

Page 1 of 1



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 38569

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Easements, or claims, of easement, not shown by the Public Records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey or inspection of the Land.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Taxes or special assessments which are not shown as existing liens by the Public Records.
7. (a) Unpatented mining claims; (b) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
8. Rights of the state or federal government and/or public in and to any portion of the land for right of way as established by federal statute RS 2477 (whether or not such rights are shown by recordings of easements and/or maps in the public records by the State of Alaska showing the general location of these rights of way).
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
10. RESERVATIONS and exceptions as contained in U.S. Patent, and/or acts authorizing the issuance thereof.
11. **DELINQUENT TAXES DUE** the taxing authority noted below for the year and amount indicated :
Taxing Authority: KENAI PENINSULA BOROUGH
Year: 2022
Original Amount: \$247.80 DELINQUENT, PLUS PENALTY AND INTEREST THEREON

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 38569

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 1 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

NOTE: For current payoff information, contact the Kenai Peninsula Borough at (907) 262-4441. Refer to Tax Account No. 173-700-05.

12. **EASEMENTS, SET-BACKS AND DEDICATIONS** as delineated on Plat No. 81-5.
13. **EFFECT** of the notes on said Plat No. 81-5.
14. **SUBJECT TO A ROAD RESERVATION** of 33 feet along each side of the section line as created by 43 U.S.C. 932.
15. **EASEMENT** for water course over that portion of the premises which lies within the lines of the herein named creek and to any changes in the boundary lines of said creek, as it now exists, by natural causes:
Creek: Bridge Creek
16. **EASEMENT** for electric lines or system and/or telephone lines together with right to enter, maintain, repair and clear shrubbery:
Recorded: August 13, 1963
Volume/Page: 30/34
Granted To: Homer Electric Association, Inc.
Affects: General Easement, no definite location disclosed
17. **RESERVATION** of oil, gas and mineral rights constructive notice of which is given by recital in deed:
Recorded: July 21, 1975
Volume/Page: 82/438

FURTHER, no other examination of the excepted title to minerals has been made herein and no insurance nor responsibility therefore is implied or assumed.

18. **DEED OF TRUST**, including terms and provisions thereof, to secure an indebtedness of the amount herein stated and for any other amounts payable under the terms thereof:
Amount: \$29,000.00
Dated: December 18, 2015
Recorded: December 23, 2015
Serial No.: 2015-003849-0
Trustor: Melissa M. Frommer
Trustee: First American Title
Beneficiary: Steven Dennis Whiting

THE AMOUNT NOW SECURED by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

19. **PROPER SHOWING** of the authorization for the proposed transaction by the herein named party according to its operating agreement, constitution, charter, discipline or by-laws, including authorization for the party or parties acting on its behalf:
Party: The City of Homer

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 38569

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 2 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

PROPOSED INSURED: City of Homer, and we find no unsatisfied judgments or tax liens against the above named in the Homer Recording District.

2022 Assessed Values as follows for:
Land: \$20,200.00
Improvements: \$800.00
Total: \$21,000.00
TCU #: 81

NOTE: These values are being provided as a courtesy for informational purposes only and will not be finalized or certified by the Assessor's office until June 1 of current year.

NOTE: IN THE EVENT THIS TRANSACTION FAILS TO CLOSE, a cancellation fee of \$263.00 will be charged in accordance with our rate schedule, due and payable within 30 days.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water or electricity.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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File No. 38569

AK ALTA Commitment For Title Insurance Schedule B II (07-01-2021)

Page 3 of 3



STG Privacy Notice Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to optout@stewart.com or fax to 1-800-335-9591.
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

Privacy Notice for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice for California Residents** ("CCPA Notice"). This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users and others who reside in the State of California or are considered California Residents ("consumers" or "you"). Terms used but not defined shall have the meaning ascribed to them in the CCPA.

Information Stewart Collects

Stewart collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device. Most of the information that Stewart collects in the course of its regular business is already protected pursuant to the Gramm-Leach-Bliley Act (GLBA). Additionally, much of this information comes from government records or other information already in the public domain. Personal information under the CCPA does not include:

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), GLBA and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of personal information from consumers within the last twelve (12) months:

Category	Examples	Collected?
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees or their agents (For example, realtors, lenders, attorneys, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal Information

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent in the course of your transaction (for example, a realtor or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Service providers and vendors (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- Affiliated Companies
- Litigation parties and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Biometric Information
- Category F: Internet or other similar network activity
- Category G: Geolocation data
- Category H: Sensory data
- Category I: Professional or employment-related information
- Category J: Non-public education information
- Category K: Inferences

Consumer Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you: Page 27 of 43

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us either:

- Calling us Toll Free at 1-866-571-9270
- Emailing us at Privacyrequest@stewart.com
- Visiting <http://stewart.com/ccpa>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Changes to Our Privacy Notice

Stewart reserves the right to amend this privacy notice at our discretion and at any time. When we make changes to this privacy notice, we will post the updated notice on Stewart's website and update the notice's effective date. **Your continued use of Stewart's website following the posting of changes constitutes your acceptance of such changes.**

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described here, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Deputy Chief Compliance Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

WHAT DO/DOES THE Kachemak Bay Title Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Kachemak Bay Title Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Kachemak Bay Title Agency, Inc., need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Kachemak Bay Title Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Kachemak Bay Title Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Kachemak Bay Title Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • request insurance-related services • provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Kachemak Bay Title Agency, Inc., 3733 Ben Walters Lane, Suite 1, Homer, AK 99603
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File for Record at Request of:
First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: Melissa M. Frommer

Address: 75-5863 Kuakini Hwy Apt. 332
Kailua Kona, HI 96740-2138

File No.: **0222-2572225 (CL)**

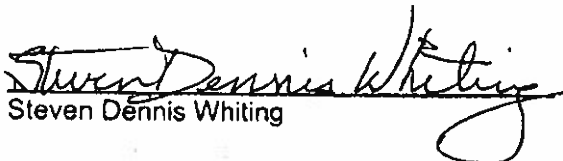
STATUTORY WARRANTY DEED

THE GRANTOR, **Steven Dennis Whiting**, whose mailing address is **3705 Arctic Blvd, Anchorage, AK 99503-5774**, for and in consideration of **TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION**, in hand paid, conveys and warrants to **Melissa M. Frommer**, residing at **75-5863 Kuakini Hwy Apt. 332, Kailua Kona, HI 96740-2138**, the following described real estate, situated in the **HOMER** Recording District, **THIRD** Judicial District, State of **Alaska**:

Lot 6, BRIDGE CREEK COOPERATIVE SUBDIVISION, according to the official plat thereof, filed under Plat Number **81-5**, Records of the **HOMER** Recording District, **THIRD** Judicial District, State of **Alaska**.

SUBJECT TO reservations, exceptions, easements, covenants, conditions and restrictions of record, if any.

Dated: December 23, 2015.


Steven Dennis Whiting

0222-2572225 (CL)

Statutory Warranty Deed-continued

December 18, 2015

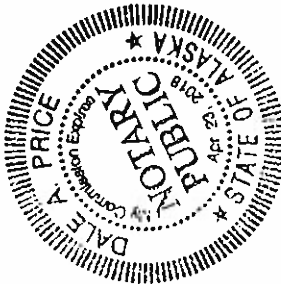
STATE OF Alaska)
) SS.
 Third Judicial District)

THIS IS TO CERTIFY that on this 22 day of December, 2015, before me the undersigned Notary Public, personally appeared **Steven Dennis Whiting**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Notary Public in and for Alaska
 My commission expires 4/23/2018





File for Record at Request of:

First American Title Insurance Company

AFTER RECORDING MAIL TO:

Name: First National Bank Alaska

Address: PO Box 100720

Homer, AK 99603

File No.: **0222-2572225 (CL)**

DEED OF TRUST

THIS DEED OF TRUST, made this **Eighteenth day of December, 2015**, between **Melissa M. Frommer**, herein called "Trustor", whose mailing address is **75-5863 Kuakini Hwy Apt. 332, Kailua Kona, HI 96740-2138**; **First American Title**, herein called "Trustee"; and **Steven Dennis Whiting**, herein called "Beneficiary", whose mailing address is **3705 Arctic Blvd, Anchorage, AK 99503-5774**.

WITNESSETH: That Trustor grants, bargains, sells and conveys to Trustee in trust with power of sale, that property in the **HOMER** Recording District, **Third** Judicial District, State of Alaska:

Lot 6, BRIDGE CREEK COOPERATIVE SUBDIVISION, according to the official plat thereof, filed under Plat Number 81-5, Records of the HOMER Recording District, THIRD Judicial District, State of Alaska.

For the purpose of securing:

1. Performance of each agreement of Trustor herein contained.
2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, in the Principal sum of **\$29,000.00** payable to Beneficiary or order and all extensions, renewals or replacements of said Note, which if not sooner paid, is due and payable in full on or before the **Twenty-fourth day of December, 2020**.

Trustor agrees:

0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to maintain in an orderly manner, paint, repair, keep free of freezing and do all other acts which from the character of use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire and extended coverage insurance policies with loss payable to Beneficiary in an amount not less than full insurable value. All insurance shall be carried in companies approved by Beneficiary, shall be for such period of time as shall be acceptable to Beneficiary, with loss payable clauses (without contribution) in favor or, and in form satisfactory to Beneficiary and shall provide that it may not be canceled without thirty (30) days prior notice to Beneficiary. To deliver all insurance policies to Beneficiary, which delivery shall constitute an assignment to Beneficiary of all return premiums. In the event of foreclosure of this Deed of Trust or other transfer of title of said property in extinguishments of some or all of the obligations secured by the Deed of Trust, all interest of Trustor in any insurance policies in force shall pass to the purchaser or the Trustee. To pay to Beneficiary as Beneficiary may require a reasonable fee to cover costs of substituting policies in the event Trustor replaces any policy prior to its expiration. Trustor will reimburse Beneficiary for any premiums paid for such insurance by Beneficiary upon Trustor's default in so insuring the buildings or other improvements or default in assigning and delivering such insurance policies to Beneficiary so endorsed. The amount applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4. To pay in full at least thirty (30) days before delinquent all rents, taxes, assessments and encumbrances, charges or liens with interest, that may now or thereafter be levied, assessed or claimed upon said property or any part thereof, which at any time appear to be prior or superior hereto for which provision has not been made heretofore, and upon request to exhibit to Beneficiary official receipts therefore, and to pay all taxes imposed upon, reasonable costs, fees

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0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

and expenses of this Trust. To the extent that reserves are available from those accumulated under paragraph 2 above, Trustor shall have the benefit of said reserves for the purpose of paying said taxes or assessments.

5. To repay immediately after written notice to Trustor all sums expended or advanced hereunder by or on behalf of Beneficiary or Trustee, with interest from the date of such expenditure or advance at the rate of interest provided for in the Promissory Note secured by this Deed of Trust until paid, and repayment thereof shall be secured by this Deed of Trust. Failure to repay such expenditure or advance and interest thereon within ten (10) days of the mailing of such notice will, at Beneficiary's option, constitute an event of default hereunder, or, Beneficiary may, at its option commence an action against Trustor for the recovery of such expenditure or advance and interest thereon, and in such event Trustor agrees to pay, in addition to the amount of such expenditure or advance, all costs and expenses incurred in such action, together with a reasonable attorneys' fee.

6. Should Trustor fail to make any payment or do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or power of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such power, pay necessary expenses, employ counsel and pay his reasonable fees.

7. Should said property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, or in any other manner, Beneficiary may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any compromise or settlement, in connection with such taking or damage, and obtain all compensation, awards or other relief therefore. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Beneficiary, which may, after deducting therefrom all its expenses, including attorneys' fees, release any monies so received by it, or apply the same on any obligations secured by this Deed of Trust or apply the same to the repair or restoration of said property, as it may elect. Trustor further assigns to Beneficiary any return premiums or other repayments upon any insurance at any time provided for the benefit of Beneficiary, refunds or rebates made of taxes or assessments on said property, and Beneficiary may at any time collect said return premiums, repayments, refunds, rebates, etc., notwithstanding that no sum secured by this Deed of Trust be overdue when such right to collection be asserted. Trustor also agrees to execute such further assignments of any such

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2015-08-18

0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

compensation award, damages, rebates, return of premiums, repayments, rights of action and proceeds as Beneficiary or Trustee may require.

8. Time is of the essence hereof in connection with all obligation of the Trustor under this Deed of Trust and the Promissory Note secured hereby. By accepting payment of any obligation secured by the Deed of Trust after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other obligations so secured or to declare default for failure so to pay.

9. Trustee may, at any time upon written request of Beneficiary, and upon payment of its fees and presentation of this Deed of Trust and the Promissory note secured hereby for endorsement in case of full reconveyance, for cancellation and retention, without affecting the liability of any person for the payment of any obligations secured by this Deed of Trust: (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereof; (c) join any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

10. In case of a sale under this Deed of Trust, the said property, real, personal and mixed, may be sold in one parcel or in separate parcels and in such order as Trustee shall determine.

11. The holder of this Deed of Trust, in any action to foreclose it, shall be entitled (without notice and without regard to the adequacy of any security for said debt) to the appointment of a receiver of the rents, issues and profits of said property and such receiver shall have, in addition to all the rights and powers customarily given to and exercised by such receiver, all the rights and powers granted to Beneficiary by the covenants contained in paragraph 13 hereof.

12. As additional security for the payment of all obligations secured by this Deed of Trust, all Trustor's rents, issues and profits of said property and the right, title and interest of the Trustor in and under all leases now or hereafter affecting said property, are hereby assigned and transferred to Beneficiary, and Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect and receive the rents, issues and profits of said property, reserving unto Trustor the right, prior to the occurrence of an event of Default under this Deed of Trust to collect and receive such rents, issues and profits of Trustor receivable from or in respect to said property which it shall be permitted to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, said property and the sums owing to Beneficiary as they may become due



0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

and payable as provided in this Deed of Trust or in the Promissory Note secured hereby or in any modification of either.

13. Upon the occurrence of any event of default under this Deed of Trust, Beneficiary may, at its option, without demand or notice and at any time, either in person, by agent, or by a receiver to be appointed by a court, and without regard for the adequacy of any security for the obligation secured by this Deed of Trust, enter upon and take possession of said property, or any part thereof, and let said property, or any part thereof, making therefore such alterations as it finds necessary, in its own name sue for or otherwise collect such rents, issues and profits including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any obligations secured by this Deed of Trust in such order as Beneficiary may determine, and terminate in any lawful manner and tenancy or occupancy of said property, or any part thereof, exercising with respect thereto any right or option available to Trustor. From and after the occurrence of an event of default under this Deed of Trust, if any owner of said property shall occupy said property, or any part thereof, such owner shall pay to Beneficiary in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure to do so Beneficiary shall have the right to remove such owner from said property, or any part thereof, by any appropriate action or proceeding.

14. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. All obligations secured by this Deed of Trust shall become immediately due and payable, at the option of Beneficiary, without demand or notice, after any of the following occur, each of which shall be an event of default: (a) Default by Trustor in the payment of any obligation secured by this Deed of Trust or in the performance or observance of any agreement contained herein; or (b) Any assignment made by Trustor or the then owner of said property for the benefit of creditors; or (c) Any of the following shall occur, with respect to said property, Trustor or the then owner of said property: (i) the appointment of a receiver, liquidator, or trustee who is not discharged within thirty (30) days after such appointment (ii) the adjudication as a bankrupt or insolvent; (iii) the filing of any Petition for Bankruptcy, reorganization or arrangement under the Bankruptcy Act which is not dismissed within thirty (30) days of such filing; (iv) the institution of any proceeding for dissolution or liquidation which is not dismissed or abandoned within thirty (30) days of such institution; (v) If Trustor be unable, or admit in writing an inability, to pay its debts as they mature; (vi) a default in any provision of any other instrument which may be held by Beneficiary as security for said note, the terms and conditions of which are incorporated herein by reference as though fully set forth herein. No waiver by



0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

Beneficiary of any default on the part of Trustor shall be construed as a waiver of any subsequent default hereunder.

In the event of such default Beneficiary may, at its option, execute or cause Trustee to execute a written notice of such default and of its election to cause said property to be sold to satisfy the obligations secured by this Deed of Trust, and shall cause such notice to be recorded in the office of the recorder of each recording district in which said property or some part thereof is situated. Notice of sale having been given as then required by law and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee, without demand or notice, shall sell said property in accordance with the laws of the State of Alaska (A.S. 34.20.070-.135 as now enacted, or hereafter amended), and the uniform commercial Code of the State of Alaska where applicable, at the time and place of sale fixed by it in such notice of sale, at public auction to the highest and best bidder for cash in lawful money of the United States, payable at time of sale. In the event no time period is provided by law for such notice, then Beneficiary shall cause notice of sale to be given thirty (30) days prior to said sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Any person except Trustee, but including Trustor or Beneficiary, may bid at such sale. Trustee shall deliver to the purchaser at such sale its deed without any covenant or warranty expressed or implied, which deed shall convey to such purchaser the interest in the property which Trustor had or had the power to convey at the time of its execution of this Deed of Trust, and such as it may have acquired thereafter. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee shall apply the proceeds of sale as follows: (1) To the expenses of sale, including all costs, fees and expenses of Trustee and of this trust, cost of evidence of title, and reasonable attorneys' fees in connection with such sale; (2) To the obligations secured by this Deed of Trust; and (3) The surplus, if any, to the person or persons legally entitled thereto pursuant to such Deeds of Trust Act. The Power of Sale conferred by this Deed of Trust and by such Deeds of Trust Act is not an exclusive remedy, and when not exercised, Beneficiary may foreclose this Deed of Trust as a mortgage.

16. If from any circumstances whatever fulfillment of any provision of this Deed of Trust or the note secured by this Deed of Trust at the time performance of such provisions shall be due shall constitute usury, then the obligation to be fulfilled shall be reduced so as not to constitute usury, so that in no event shall any exaction be possible under this Deed of Trust or under Promissory Note secured hereby that would constitute usury, but such obligation shall be fulfilled to the maximum lawful extent. The provisions of this paragraph shall control every other provision of this Deed of Trust and said Note.



0222-2572225 (CL)

Deed of Trust-continued

December 18, 2015

17. In the event that this Deed of Trust is foreclosed as a mortgage and said property sold at a foreclosure sale, the purchaser may, during any redemption period be allowed, make such repairs or alterations on said property as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon from the time of such expenditure at the rate of interest provided for in the amount required to be paid for redemption from such sale.

18. Trustor agrees that in the event default occurs and reinstatement is claimed by Trustor under the provisions of any law permitting reinstatement upon payment of all sums then due, Beneficiary shall designate an attorney or other professional help for the assistance of the Trustee and the cost and fees of any such attorney or professional help together with all other expenses incurred as a result of the default and foreclosure proceedings, shall be deemed Trustee's costs and shall be paid by the Trustor directly to the Beneficiary as a condition precedent to the reinstatement.

19. This Deed of Trust applies to, insures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee of the Promissory Note secured by this Deed of Trust, whether or not named as a beneficiary herein, or, if said Note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

21. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, the Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

22. If two or more persons be designated as Trustee herein, any or all powers granted herein to Trustee may be exercised by any one of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.



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Deed of Trust-continued

December 18, 2015

In the event the property described herein, or any interest therein, is sold or otherwise transferred without the Beneficiary's prior written consent, then all sums secured by this Deed of Trust shall become immediately due and payable at the option of the Beneficiary.

Dated: 12-19-15, 20 15.

Melissa Frommer
Melissa M. Frommer



STATE OF _____)
) ss.
)

THIS IS TO CERTIFY that on this 19th day of **December, 2015**, before me the undersigned Notary Public, personally appeared **Melissa M. Frommer**, known to me and to me known to be the individual(s) described in and who executed the foregoing instrument and he/she/they acknowledged to me that he/she/they signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Agnes Montesa

Notary Public in and for Hawaii
My commission expires 6/24/19

NOTARY CERTIFICATION

Doc. Description: Deed of Trust

Doc. Date: 12/19/15 # of Pages: 8 Third Circuit

Agnes Montesa
Agnes Montesa 12/19/15
Signature Date



30673
K-10601

BOOK 82 PAGE 435
Homer Recording District

STATUTORY WARRANTY DEED

The Grantors, GLEN DILLARD and CARMEN DILLARD, husband and wife, for and in consideration of TEN (\$10.00) DOLLARS and other valuable considerations to them in hand paid, GRANT, CONVEY and WARRANT to WILLIAM H. RUDOLPH, KURT W. STENEHJEM, PETER M. KAUFMANN, WENDY C. ERD, and JAY A. FARMWALD, all single persons, (see below for interests) all that certain real property situate in the Homer Recording District, Third Judicial District, State of Alaska, more particularly described as follows, to-wit:

The South one-half of the Southwest one-quarter, (S 1/2, SW 1/4) Section 4, Township 6 South, Range 13 West, Seward Meridian, in the Homer Recording District, Third Judicial District, State of Alaska.

Subject to all easements, reservations and restrictions contained in patent or otherwise of record.

Grantors RESERVE, however, a one-half (1/2) interest in all gas and mineral rights.

DATED this 19th day of May, 1975.

William H. Rudolph, as to 5/16ths interest; Glen Dillard
Peter M. Kaufmann and Wendy C. Erd, as to 5/16ths interest; Kurt W. Stenehjem, Glen Dillard
as to 4/16ths interest; and Jay A. Carmen Dillard
Farmwald, as to 2/16ths interest. Carmen Dillard

STATE OF ~~OREGON~~)
Washington) ss.
COUNTY OF Chas Harbor)

THIS IS TO CERTIFY that on this 19 day of May, 1975, before me, the undersigned Notary Public, personally appeared Glen Dillard and Carmen Dillard, to me known to be the individuals described in and who executed the foregoing instrument; and acknowledged to me that they signed the same freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Robt W Johnson
Notary Public in and for Washington
My commission expires: Dec. 24, 1976

75-001423
8-ly

RECORDED
HOMER RECORDING
DISTRICT

JUL 21 10 50 AM '75

REQUESTED BY ctg
ADDRESS Kenda



LAW OFFICES OF
EDGAR PAUL BOYKO
AND ASSOCIATES
309 G STREET
CHORAGE AK 99501
TELEPHONE 272-3484

Return to:
Security Title & Trust
1000
47

D11B

BOOK 30 PAGE 94
Homer Recording District

HOMER

Serial No. 68-735

RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, (whether one or more)

(unmarried) (husband and wife) for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto the HCV R.E.L. PICO ASSOCIATION, INC., a corporation, whose postoffice address is Homer Alaska, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the Third Judicial District, Territory of Alaska, and more particularly described as follows:

SW 1/4
of section 4, Township 65S, Range 131W of the Second Meridian,

and to construct, operate and maintain on the above-described lands, and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The undersigned covenant that they are the owners of the above-described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following persons:

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th day of August, 1946.

Erling O. Broderson (s)
(s)

Signed, sealed and delivered in the presence of:

Paula H. ...
R.W. ...

UNITED STATES OF AMERICA)
Territory of Alaska) ss.

RECORDED - FILED
Homer REC. DIST.
DATE 8-13-46
TIME 10:30 A.M.
INDEXED BY NEA
INDEXED AT Homer, Alaska

THIS IS TO CERTIFY that on this 27th day of Aug., 1946 before me, the undersigned, a notary public in and for the Territory of Alaska, personally appeared:

Erling O. Broderson

each to me personally known and to me known to be the individual(s) described in and who executed the foregoing instrument of writing and each acknowledged to me that he/she signed and sealed the same freely and voluntarily for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year in this certificate first above written.



Paula H. ...
Notary Public for Alaska
My commission expires _____
Go to ...

744

Instrument #744

Anchorage 09412

Received District Land Office
Anchorage, Alaska, February 23, 1943, 8:30 a.m.

THE UNITED STATES OF AMERICA,
To all to whom these presents shall come, Greetings:

WHEREAS, A Certificate of the Register of the Land Office at Anchorage, Alaska, has been deposited in the General Land Office, whereby it appears that pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain", and the acts supplemental thereto, the claim of Erling O. Broderson, has been established and duly consummated, in conformity to law, for the southwest quarter of Section four in Township six south of Range thirteen west of the Seward Meridian, Alaska, containing one hundred sixty acres, according to the Official Plat of the Survey of the said land, on file in the General Land Office;

NOW KNOW YE, that there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States. And there is also reserved to the United States a right of way for the construction of railroads, telegraph and telephone lines, in accordance with the Act. of March 12, 1914 (38 Stat. 305).

IN TESTIMONY WHEREOF, I, Franklin D. Roosevelt, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the eighteenth day of November in the year of our Lord one thousand nine hundred and forty-two and of the Independence of the United States the one hundred and sixty-seventh.

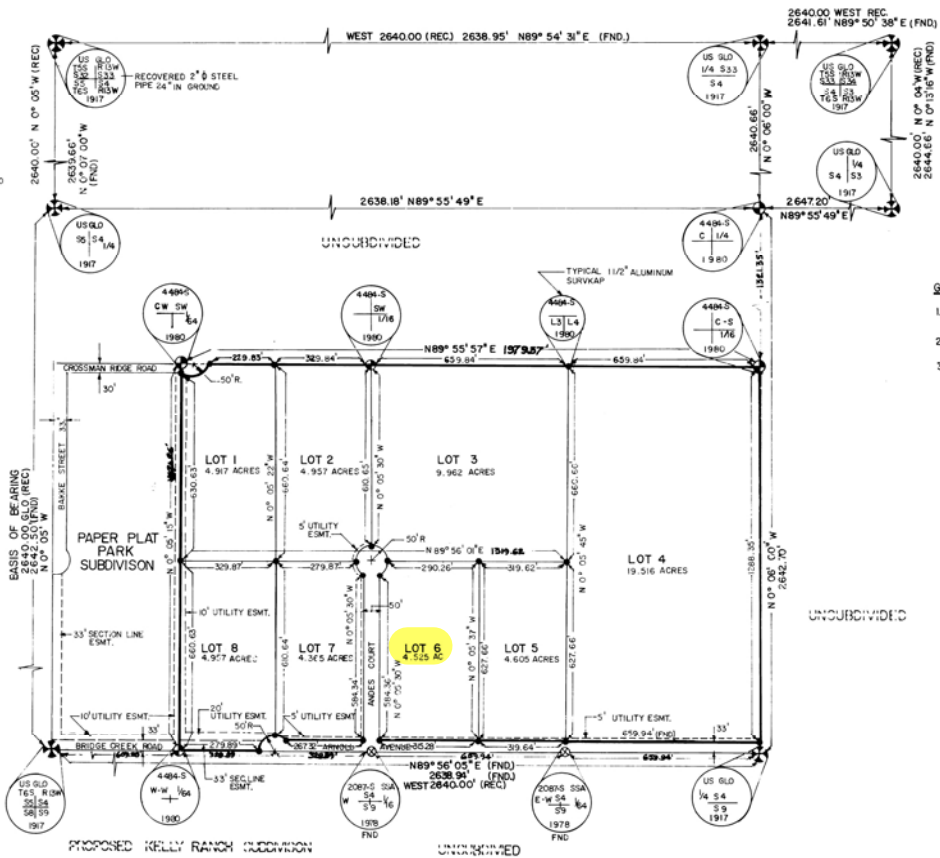
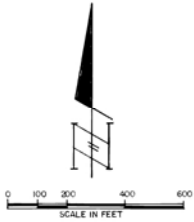
By the President: Franklin D. Roosevelt
By: s/ Ruth W. Talley, Secretary

(SEAL)

s/ R. S. Clinton
Chief, Patents Division
General Land Office

RECORDED: Patent Number 1115296

FILED FOR RECORDING: March 26, 1953
1:00 p.m.
No. 744



- LEGEND**
- ⊗ ORIGINAL 1917 U.S. G.L.D. BRASS CAP MONUMENTS, RECOVERED.
 - ⊙ BERTNSEN A-1 30" ALUMINUM FEDERAL MONUMENTS, SET THIS SURVEY.
 - 1/2" X 24" REBAR WITH 1 1/2" ALUMINUM SURKAP SET ALL CORNERS, UNLESS OTHERWISE NOTED.
 - ⊗ BERTNSEN A-1 30" ALUMINUM FEDERAL MONUMENTS, FOUND THIS SURVEY.

GENERAL NOTES

1. RECORD INFORMATION WAS TAKEN FROM THE U.S.P.L.S. TOWNSHIP PLAT OF T.6S, R.13W, S.M., ALASKA.
2. ALL WASTE DISPOSAL SYSTEMS SHALL COMPLY WITH EXISTING LAWS AT THE TIME OF CONSTRUCTION.
3. BUILDING SETBACKS - A SETBACK OF 20 FEET IS REQUIRED FROM ALL STREET RIGHT-OF-WAYS UNLESS A LESSER STANDARD IS APPROVED BY RESOLUTION OF THE APPROPRIATE PLANNING COMMISSION.

CERTIFICATE OF OWNERSHIP

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION AND DEDICATE ALL RIGHT-OF-WAYS AND GRANT ALL EASEMENTS TO USE SHOWN.

BRIDGE CREEK COOPERATIVE INC.
2936 KIMBERLIE COURT
ANCHORAGE, AK 99504

BY: *Ingrid R. Clauson* JAY A. FARMWALD
PRESIDENT, B.C.C. INC. SECRETARY, B.C.C. INC.

NOTARY'S ACKNOWLEDGEMENT

ON THIS 5 DAY OF November, 1980, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF ALASKA, PERSONALLY APPEARED *Jay A. Farmwald* AND *Ingrid R. Clauson* TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF OWNERSHIP AND DEDICATION, ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT WITNESS MY HAND AND OFFICIAL SEAL.

11/17, 1980
MY COMMISSION EXPIRES 11/17, 1982 *Philip A. Lovett*
NOTARY PUBLIC FOR ALASKA

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF May 12, 1980.

KENAI PENINSULA BOROUGH

BY: *Philip Waring*

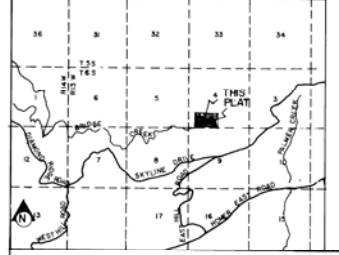


CERTIFICATE OF SURVEY

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY HAS BEEN COMPLETED BY ME, OR UNDER MY DIRECT SUPERVISION AND THAT THE CORNERS AND MONUMENTS HAVE BEEN LOCATED AND ESTABLISHED AND THAT DIMENSIONS SHOWN HEREON ARE TRUE AND CORRECT.

11/19, 1980
DATE *Lynn P. Wallace*
LYNN P. WALLACE, R.L.S.
4484-S

VICINITY MAP



BRIDGE CREEK COOPERATIVE SUBDIVISION
A SUBDIVISION OF
E 3/4, S 1/2, SW 1/4, SEC. 4
T. 6S, R. 13W, S.M., ALASKA
CONTAINING 60.044 ACRES MORE OR LESS

OWNER: BRIDGE CREEK COOPERATIVE INC. (B.C.C. INC.)	GRID HOMER SCALE 1" = 200'	JTL ENGINEERING CO. BOX 8094 ANCHORAGE, ALASKA 99508
2936 KIMBERLIE COURT ANCHORAGE, AK 99504	TOTAL LOTS 8	DRAWN F.N.D. DATE AUGUST 1, 1980

81-5
RECORDED - FILED 10-
Werner
1-30-81
9-45
KFB
Sullivan



AGENDA ITEM REPORT

Ordinance 23-03, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$24,000 from the United States Coast Guard (USCG) Hickory Maintenance Reserves for the Purpose of Contracting with Alaska Industrial Services for Fender Repairs to the Hickory Berth and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.

Item Type: Ordinance
Prepared For: Mayor Castner and Homer City Council
Meeting Date: 23 Jan 2023
Staff Contact: Bryan Hawkins, Port Director/Harbormaster
Department: Port & Harbor
Fiscal Impact: \$24,000
Attachments: [Ordinance 23-03](#)
[Memorandum Re: Hickory Berth Fender Repairs](#)

Summary Statement:

See attachments from Port Director/Harbormaster Hawkins

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-03 by reading of title only for second and final reading.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

ORDINANCE 23-03

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$24,000 FROM THE UNITED STATES COAST GUARD (USCG) HICKORY MAINTENANCE RESERVES FOR THE PURPOSE OF CONTRACTING WITH ALASKA INDUSTRIAL SERVICES FOR FENDER REPAIRS TO THE HICKORY BERTH AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Coast Guard leases berth space on the West side of the Pioneer dock to moor their vessel the USCGC Hickory; and

WHEREAS, As part of their priority use agreement for the Hickory Berth space, a portion of funds, paid monthly by the Coast Guard, is set aside in a separate City account (415-0397) for use in the event of any required maintenance or repairs which has a current available balance of approximately \$170,000; and

WHEREAS, Upon Port maintenance’s last inspection the following repairs were noted as needed for 3 of the hickory berth’s 30,000 lbs. fenders: corroded welds- need to be scoured and replaced, replace corroded fender resting tabs with new ½” flanges and gussets ; and

WHEREAS, A scope of work and request for quote was sent to each of the 4 local companies/individuals that have the equipment and expertise to complete such a repair; and

WHEREAS, Two entities were unresponsive, BP welding submitted a quote of \$11,310 per fender, and Alaska Industrial Services came in with a quote of \$8,000 per fender ; and

WHEREAS, The City has had a positive working relationship with Alaska Industrial Services on past projects and they came is as the lowest bid at \$24,000 total project cost; and

NOW, THEREFORE, The City of Homer Ordains:

Section 1: The FY23 Capital Budget is hereby amended by appropriating \$24,000 from the USCG Hickory Maintenance Reserves for the purpose of contracting with Alaska Industrial Services for fender repairs to the Hickory berth and authorizing the City Manager to execute the appropriate documents, as follows:

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<u>Fund</u>	<u>Description</u>	<u>Amount</u>
415-0397	Hickory berth fender repair	\$24,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:



City of Homer

www.cityofhomer-ak.gov

Port and Harbor Page 4 of 7

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

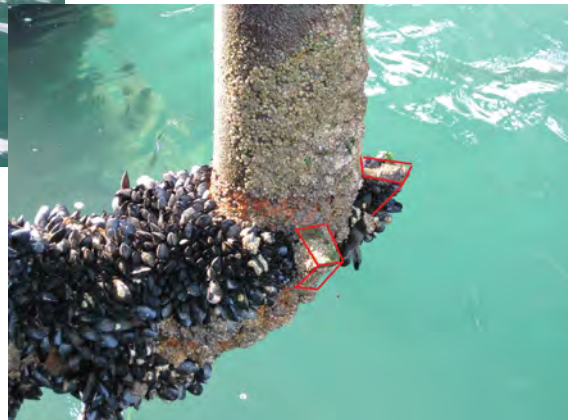
(f) 907-235-3152

Memorandum

TO: CITY COUNCIL & MAYOR CASTNER
THRU: ROB DUMOUCHEL, CITY MANAGER
FROM: BRYAN HAWKINS, PORT DIRECTOR
DATE: JANUARY 3 2023
SUBJECT: HICKORY BERTH FENDER REPAIRS

The Coast Guard (CG) leases berth space on the west side of the Pioneer Dock to moor their 225' Cutter. In the contract between the City and CG it was agreed that the Port would perform the maintenance on the floating camel fendering system. As part of that agreement, a portion of the funds paid monthly by the Coast Guard is set aside in a separate city account for use in the event of any required maintenance or repairs. City finance reports that this special account has a current available balance of approximately \$170,000.

When port maintenance staff conducted their most recent assessment of the berth, it was noted that the weld seams at the bottom of the camel slide pipes on 3 of the fender units have rotted away and need rebuilt (as shown in the photo below)



Additionally, the tabs that the Camel slides rest on have been likewise corroded and need replacing:

Each of the fenders is 35ft long and weighs approximately 30,000 lbs. There are a limited pool of available contractors who have the experience and equipment to complete such a job.

Scope of Work includes:

- 1) Unfasten the fenders from the dock
- 2) Use a crane to pull the fenders off the pin piles and lay them on the dock
- 3) Secure the pin piles while the welding is being done
- 4) Repair the welds, and replace the resting tabs preferably with a flange
- 5) Re-install the fenders



Staff reached out to 4 local such agencies/individuals with the following scope of work outlined and details of the job. Of the 4, Homer Steel Fabricators and D&D Fabricators did not submit a quote, BP welding submitted a quote of \$11,310 per fender, and Alaska Industrial Services(AIS) came in with a quote of \$8,000 per fender. AIS had the lowest bid and has satisfactorily completed projects for the City in the past.

The Coast Guard vessel is currently out, with its arrival back to the Hickory berth expected in May of 2023. We would like to complete all repair work before its return, so that the contractor can have unimpeded access to the needed project areas.

Recommendation

Council approval of Ordinance 23-04 appropriating \$24,000 from special account 415-0397 for Hickory berth fender repair and award of contract to lowest bidder, AIS, to complete the work.

Attached Estimate from Alaska Industrial Services LLC
 Estimate from BP Welding

Alaska Industrial Services, LLC
 PO Box 2684
 Homer, AK 99603
 +1 9073991060
 alaskaindustrialservice@gmail.com

ADDRESS

City of Homer Port and Harbor
 4311 Freight Dock Road
 Homer, Alaska 99603

Quote 1009

DATE 10/25/2022

EXPIRATION DATE 11/30/2022

PO #

Hickory Berth Fender

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Services- Job Rate	Price per fender: Disconnect fender from dock and place on top of dock. Scarf old welds off guide rails and reeled. Install stops on bottom of guide pipes. Pick and reinstall on pin and reattach to dock.	1	8,000.00	8,000.00T

SUBTOTAL 8,000.00

TAX 0.00

TOTAL \$8,000.00

Accepted By

Accepted Date

BP Welding
 PO BOX 15213
 Fritz Creek, AK 99603-6213
 (907) 738-9936

ESTIMATE

Page 7 of 7

City of Homer Harbormaster's Office
 ATTN Aaron Glidden
 4667 Homer Spit Rd Ste 3
 Homer, AK 99603

Estimate # 0000031
Estimate Date 11/11/2022

Item	Description	Unit Price	Quantity	Amount
	Estimate for Coast Guard Hickory: Unfasten fender from the dock, Crane service to pull the fender off of the pin piles and lay it on dock, Secure the pin piles while welding being done Repair the welds and replace the resting tabs with a 1/2" flange and 3 gussets, hot stick galvanize, Reinstall fender	125.00	32.00	4,000.00
	Materials and consumables : flange, hot gal-viz, PPE, grinding discs, welding consumables, etc	560.00	1.00	560.00
	equipment rentals: crane service 2 days	6750.00	1.00	6,750.00
 NOTES: This is an estimate for work done on one fender.				
Subtotal				11,310.00
Total				11,310.00
Amount Paid				0.00
Estimate				\$11,310.00



AGENDA ITEM REPORT

Ordinance 23-04, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$38,775 from the Port Reserves for the Purpose of Purchasing Two Additional Parking Pay Kiosks and UPSafety Parking Management Software Package. City Manager/Port Director.

Item Type:	Ordinance
Prepared For:	Mayor and City Council
Meeting Date:	23 Jan 2023
Staff Contact:	Bryan Hawkins, Port Director/Harbormaster
Department:	Port & Harbor
Fiscal Impact:	\$38,775
Attachments:	Ordinance 23-04

Summary Statement:

Background/Project Updates

The port has been working on many pieces of a large parking improvement project on the Spit to improve the parking lots, expand paid parking areas, and support better parking management.

As one part of this project, City Council passed Ordinance 22-78(A) at their November 28 meeting, which approved the appropriation of \$49,690 from the port reserves for the civil engineering design improvements for the Boat House Pavilion and Seafarer's memorial parking areas, as well as the areas between Ramp 3 and 4. Public works has since issued a task order to HDL, one of the City's contracted engineers, to complete this design work and that portion of the project is currently in process. With that portion moving ahead, staff are working on some of the other needed components for the project.

Parking support components

To stay on schedule, the 2 additional pay kiosks (one for Sea Farer's memorial parking area and one between ramps 3 and 4) will need to be ordered soon to allow for shipping times and assure they arrive to Homer in time for the install. The cost of the 2 kiosks is quoted at \$22,870.75.

The second support component needed is a way to manage the increased work load/enforcement requirement of doubling the Spit's paid parking footprint. It currently takes two dedicated parking enforcement officers to manage the summer parking season. Enforcement is done on foot, citations are written by hand, payments are made in person or over the phone individually, and late fee letters are created, tracked, and hand mailed by staff. As we move forward with increased parking improvements and management, the current system of enforcement will become untenable. As with the pay kiosks, compatibility was the high priority guiding factor of these single source purchase quotes. The City currently has ten(10) T2

kiosks at an infrastructure investment of around \$70-100K. It was important for the Port that we find a compatible system.

Staff researched several staffing and management software combinations and recommend implementing a parking management software called UPSafety that is completely compatible with our current T2 city pay kiosks. Below are some of the main benefits:

- Consolidates the data - puts parking passes, citations, payments, etc. into one location, streamlining record keeping requirements and allowing for a faster response in the field
- Frees up valuable resources - In the current system, Police Dispatch supplies vehicle and registered owner information to parking enforcement officers issuing citations. Dispatch does this on top of their other emergency services duties. The software system can provide that vehicle registration information and free up police time. The software itself was actually developed by retired law enforcement, in part to address this admin burden U.S. wide. The Homer PD has reviewed the software and is supportive and excited about its capabilities.
- Better Customer Interfaces - Has an online payment portal. Customers will be able to purchase passes, pay for daily parking, and/or pay citations directly from their phones or computer devices.
- Data analysis- Having the data in one place allows opportunity for better analysis of patterns and growth which will help with parking development in the future to find the best use of the limited space.

The training, software/hardware integration, and equipment package for the parking citation management system is \$15,904. In following years, the annual maintenance/support fee for the system is \$7,176. In this first year, the Port hope to not hire any additional parking enforcement officers. Staff will test to see how much the management software assists the current two seasonal officers in managing the doubled, expanded area and examine results.

Financial Impact:

The total cost for both of the needed parking support components (2 kiosks and the management software) is **\$38,775**. As with the other components (design, engineering, and construction) of this overall Spit parking improvement project, this cost would qualify for DOT's approved use of parking revenues collected on these City/DOT shared land ownership lots that allows for managing agencies to pay themselves back for any improvements. Using the parking study conducted by HDL for projected estimates, the Port Reserves would pay itself back for the whole project cost (of which this a part) in approx. 3 to 7 * seasons with the predicted revenues from the expanded/improved lots

**dependent on the set cost of the daily parking fee rate (i.e. \$5 per day,\$10 per day, etc.)*

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-04 by reading of title only for second and final reading.

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

ORDINANCE 23-04

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING
\$38,775 FROM THE PORT RESERVES FOR THE PURPOSE OF
PURCHASING TWO ADDITIONAL PARKING PAY KIOSKS AND
UPSAFETY PARKING MANAGEMENT SOFTWARE PACKAGE.

WHEREAS, Using the recommendations from the recent parking study provided by HDL Engineering Consultants, the port has been working on a multi phased spit parking project to improve parking lots, expand paid parking areas, and support better parking management; and

WHEREAS, The City currently has ten T2 brand pay station kiosks that it uses for its parking and camping needs and the Port wants to stay compatible with the existing infrastructure in regards to additional infrastructure purchases; and

WHEREAS, Two additional pay kiosks are needed for the planned expanded paid parking areas as well as a better customer interface support software that can help with enforcement of the expanded paid parking footprint; and

WHEREAS, UPSafety has a comprehensive parking management and enforcement software, training and equipment package that is well recommended and that is also compatible with the City's current T2 infrastructure; and

WHEREAS, The total cost for these two kiosks is \$22,870.75 and the UPSafety package costs \$15,904 for a total cost of \$38,775; and

WHEREAS, Revenues generated from these day use fee parking areas that adjoin the State Right-of-Way (ROW) may only be used for parking improvements and reimbursement for such improvements per AKDOT policy; and

WHEREAS, Revenues from parking areas adjoining State ROW shall be transferred to the Port Reserves at the end of each year budget close out to reimburse the enterprise fund for all infrastructure improvement expenditures tied to this parking improvement project.

NOW, THEREFORE, The City of Homer Ordains:

43 Section 1. The FY23 Capital Budget is hereby amended by appropriating \$38,775 from
44 the Port Reserves for the purpose of purchasing two parking pay kiosks and UPSafety parking
45 management software package as follows:
46

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
48 456-0380	Parking support	\$38,775

49
50 Section 2. And hereby authorizes the City Manager to negotiate and execute the
51 appropriate documents.
52

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

56 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
57 2023.
58

CITY OF HOMER

KEN CASTNER, MAYOR

59
60
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63 ATTEST:

64
65 _____
66 MELISSA JACOBSEN, MMC, CITY CLERK
67

68 YES:

69 NO:

70 ABSTAIN:

71 ABSENT:

72

73 First Reading:

74 Public Hearing:

75 Second Reading:

76 Effective Date:



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

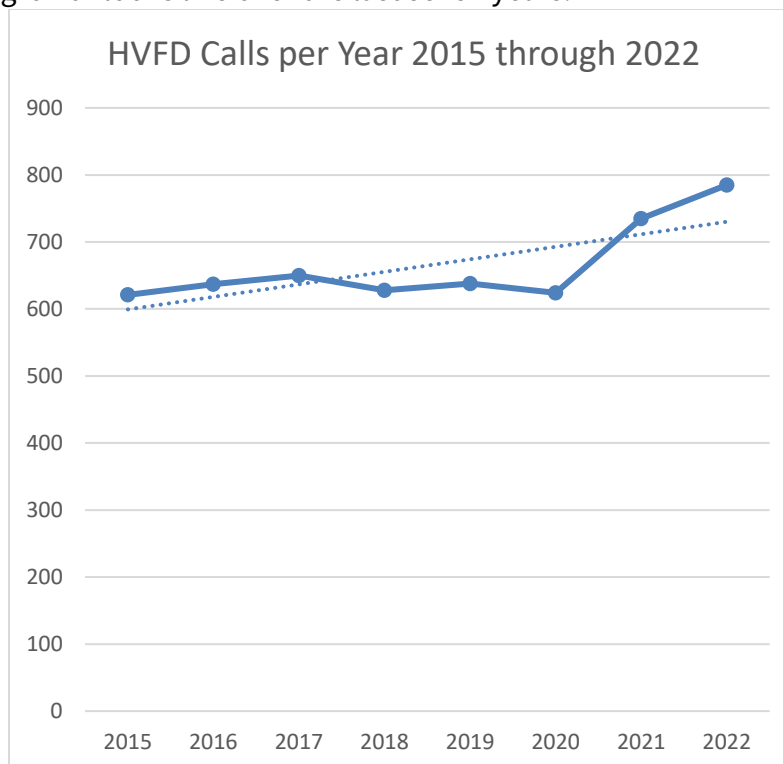
TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: January 18, 2023
SUBJECT: City Manager's Report for January 23, 2023 Council Meeting

Port Expansion Charrette

The City, working together with Corvus Design, hosted a port expansion charrette on January 16th. We held this event because the existing conceptual design is getting old and with the Army Corps' General Investigation on the horizon, it was a good time to conduct some serious public engagement related to the design of the port expansion. While the original intention was to keep the work session relatively small, we ended up with nearly 40 participants which included a large number of individuals who make a living on the water, or supporting those who do. Corvus will be reviewing the information collected during the charrette and creating at two design concepts that we'll be able to use to continue engaging the federal delegation, the State legislature, and the public.

Volunteer Fire Calls for 2022 – 785!

The Volunteer Fire Department exceeded our projections for 2022 and responded to 785 calls. The chart below shows what that growth looks like over the last seven years.



KPEDD Forum

On January 6th (after I submitted my last report, but before our last Council meeting), I attended the Kenai Peninsula Economic Development District (KPEDD) Industry Outlook Forum. I was part of an hour-long Homer-focused panel moderated by Economic Development Commission chairperson Karin Marks. The conversation largely focused around housing, childcare, transportation, and the recruiting/retention of a local workforce.

Juneau Trip

At the end of January, I am traveling to Juneau with Port Director Bryan Hawkins and Special Projects Coordinator Jenny Carroll. Last year we learned the value of spreading our lobbying efforts throughout the session. This year, we're going in early with staff and then returning in late February with a mix of staff and elected officials during the Alaska Municipal League winter conference. Depending on the outcome of those visits, we may make a third visit before the session closes out. That decision will hinge on the progress made in the first two visits and the perceived opportunities available to Homer.

Hard Truths about the HERC

There has been a theme to recent outreach related to the HERC's redevelopment of pressuring the Council and Administration to move faster. That pressure, while understandable, has been difficult to turn into action because our problem isn't enthusiasm, it's money. I wrote the following with the intent of publishing it in the next City newsletter:

The City organization, and the community, are enthusiastic about the idea of an improved recreation facility in Homer.

It's a hard idea to dislike. I would love to see a beautiful facility perched on the corner of Sterling Highway and Pioneer that draws residents and visitors into the downtown Pioneer corridor. A new facility, as envisioned by the community, would be a huge win for physical and mental health in the community. The right development on that corner is the difference between that area becoming the Pioneer Gateway, or the Pioneer Bypass Throughway.

I'm hearing frustration from some community members regarding the speed of this project. I want to make it very clear that the barrier on the City-side isn't ambition, motivation, or interest. It's money. We can't pay for a modern recreation and community-focused facility with enthusiasm and well-worded public comments. We need millions of dollars.

For a large project, like the redevelopment of the HERC site, the common sources of funding include: grants, taxes, and private donations. While that makes it sound like we should simply find a healthy combination of the three and get to work, it's not quite that easy. There are a few hard truths we have to face in understanding the real climate for development of the project.

Hard Truth #1: Homer is not competitive for recreation-facility grants

Homer is a relatively affluent community and the odds of some other government entity paying for our recreation-focused facilities is very low. The current once in a generation flow of federal funding post-COVID is interested in infrastructure like roads, water and sewer utilities, and broadband expansion. That funding is not directed towards recreational needs. Additionally, the City isn't eligible for Community Development Block Grants which removes the one federal program that I believe

would be the best fit for this project. It is possible that the State of Alaska or the Federal delegation could come through on the City's request for a very large earmark, but it is not likely.

Hard Truth #2: Homer has too many tax exemptions to afford a recreation-facility

Having extremely generous property tax exemptions, a very low sales tax cap, and not having a bed tax at all leaves literally millions of dollars per year in potential revenue on the table. Of the \$1,419,649,200 in assessed real property value within Homer for 2022, only \$830,163,200 was taxable. That difference reduces property tax income to the City of Homer by approximately \$2.6 million. Of the \$569,804,931 in reported sales in Homer during 2021, only \$240,068,331 was taxable. In this case, that's a difference of \$15.9 million. And finally, the perennially controversial bed tax is a potential source of serious income, but it has never been implemented in Homer. Based on 2021 hotel/motel/B&B numbers, revenues could range from \$873,715 at Seward rates (4%) to \$2,621,147 at Anchorage rates (12%). My point here is not to advocate for any specific tax policy, I just want to make it clear that we have made choices which reduce individual tax burdens while also reducing the revenues that pay for public services. Not fully taxing ourselves is a perfectly valid choice for a community to make, but we have to recognize its impacts on our ability to afford certain amenities.

Hard Truth #3: Generous private benefactors aren't somebody else, they're us

Is it possible a mystery benefactor could swoop in and fund the whole facility in exchange for naming rights or some kind of altruistic satisfaction? Absolutely. Should we bank on that? Not a good plan. More realistically, the redevelopment could be partially funded by a lot of us. There are lots of organizations and adults who want to see new recreation facilities in Homer. If those organizations and individuals want to see a project move faster, they need to reach into their wallets. At this time, we have no donors or even anchor tenants willing to commit funds. The only real cash flow generated by the current facility is the \$3/person fee we charge adults for pickleball, basketball, and other gym activities. We're never going to make a meaningful amount of money to put towards redevelopment with operations, the Community Recreation program tops out around \$30,000 to \$40,000 a year in revenue. That doesn't even remotely pay for the likely debt service on a new and improved facility – not to mention the increased staffing required to run such a facility. There is an opportunity for someone, some family, or some business to make a legacy donation to get this project underway, however that funder has not, as of yet, materialized.

If we can collectively accept these hard truths, it will be easier to have a realistic discourse on how we achieve our goals. Hammering on these hard truths is not meant to be a deterrent, but to serve as a reality check. If we want high quality recreation-focused facilities, we have to pay for them. We also have to remember that the City's general fund has a lot of competing priorities impacting public safety. We have the tools and the funds exist in the community, but do we have the political will to ask ourselves and our neighbors to pay more to have more? Alternatively, is the community instead willing to accept less and pursue a smaller project on a less valuable parcel? HERC-advocates need to think about it, talk with the City Council, and engage their neighbors. We can do this together, if we're all willing to give a little.

Attachments: January Employee Anniversaries

Memorandum from Special Projects Coordinator Carroll Re: FY2023-24 Federal Infrastructure Investment and Jobs Act (IIJA) Work Plan



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 CITY COUNCIL
FROM: Andrea Browning, HR Director
DATE: January 23, 2023
SUBJECT: January Employee Anniversaries

I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

Teresa Sundmark	Library	16	Years
Tomasz Sulczynski	IT	15	Years
Andrea Browning	Admin	11	Years
Brody Jones	Public Works	9	Years
Jona Focht	Dispatch	8	Years
Lynda Gilliland	Finance	5	Years
Amy Woodruff	Port	2	Years
Rose Riordan	Port	1	Year



Memorandum

TO: Mayor and City Council
FROM: Jenny Carroll, Special Projects and Communications Coordinator
THROUGH: Rob Dumouchel, City Manager
DATE: January 17, 2023
SUBJECT: FY2023-24 Federal Infrastructure Investment and Jobs Act (IIJA) Work Plan

- I. **Issue:** This memo summarizes recommendations to the City of Homer (City) for a fiscal year 2023-2024 Federal IIJA grant application and project development strategy.
- II. **Background:** City staff from Administration, Public Works, Economic Development and Finance Departments worked with HDR Engineering under a Task Order to analyze City of Homer Legislative Priority projects (and other projects in the City's FY24 Capital Improvement Plan) (CIP) for competitiveness under the Federal IIJA grant programs. This effort was an all-hands-on-deck, deep strategic dive into City projects.

HDR developed recommendations based on the projects or bundled projects they determined are competitive for the types of IIJA funding currently available. HDR's recommendations, strategies and specific application details were provided to City Council at a January 9, 2023 Worksession via a [powerpoint presentation](#), project specific write ups and an Excel workbook that aggregates activities to give a programmatic view and plans out application costs and potential match costs per project per year.

Of the nine Legislative Priority projects, six provided a particularly strong match to IIJA grant programs and primarily form the basis for the work plan presented below. The Multi-Use Community Center project envisioned for the HERC site did not have a strong nexus to current Federal IIJA grant opportunities. State and Federal appropriation requests for this project were recommended. The Karen Hornaday Park (KHP) Improvements project also did not have a strong nexus. HDR directed us to state grant sources the City has traditionally sought for KHP; their project positioning recommendation is included in the work plan. The A-Frame Water Transmission Line Replacement project was considered as part of a bundled look at Water System Improvements. FEMA's Hazard Mitigation Grant Program (HMGP) was recommended. The City is currently in the process of securing HMGP funding for the Raw Water Transmission Main, so seeking funding through this source is not currently part of the FY23-24 IIJA workplan.

- III. **Work Plan:** Based on HDR recommendations, administration has developed the following workplan.



Streets, Sidewalks, Trails

1. Depending on projects invited forward, the City will apply for Alaska Department of Transportation and Public Facilities (DOT&PF) Community Transportation Program and Transportation Alternative Program funding for projects the DOT&PF determined were eligible.

Svedlund / Herndon Street Sidewalks
Ben Walters Sidewalk
Homer All Ages & Abilities Pedestrian Path (HAPP)
Kachemak Drive Separated Pedestrian Pathway

- a. Applications are due February 24, 2023.
 - b. Local match for successful applications is 9.03% of State costs to construct the improvement, plus a contingency fund of 50% on preconstruction phases and 15% on the construction estimate. The State has not yet provided the City with scoping and cost estimates.
2. A Federal RAISE planning grant is underway to access planning and design funding to bring projects to 65% design. Once the projects are refined and partially designed, additional federal grant and formula funding for construction may be pursued.

- a. The application is due in February 2023. Award announcements are expected by mid-summer 2023.
- b. The project cost and application funding request is estimated at \$900K-\$1.2M. Match is not required.
- c. The following projects and concepts are included in the initial planning scope and may continue into design:

Ben Walters Lane Sidewalk Facility
Kachemak Drive Non-Motorized Pathway (State)
Slope Stability – West Kachemak Drive Wetland Treatment System
Svedlund / Herndon Street Sidewalks
Main Street Sidewalk: Pioneer Avenue South to Ohlson Lane (State)
Homer All Ages & Abilities Pedestrian Path (HAPP)
Wayfinding & Streetscape Plan Implementation



East Hill Bike Lane
West Hill Road Bike Lane
Homer Spit Trailhead Restroom
Nick Dudiak Fishing Lagoon Accessible Ramp & Retaining Wall
East Trunk Trail
State Project: Ocean Dr. Reconstruction with Turn Lane.
State Project: Homer Lake St. Rehabilitation
Mobility Hubs
Spit Parking / Tsunami Evacuation Structure
Karen Hornaday Park Master Plan
Ohlson / Bunnell Improvements

Port & Harbor, Spit Erosion

1. Economic analyses are required to inform the City’s final decisions on grant competitiveness of Port projects and to support applications.
 - a. A preliminary benefit cost analysis (BCA) will determine which projects to potentially include in grant applications which require that proposed projects have a positive economic benefit.
 - i. Conduct a preliminary BCA for the following projects with the goal of identifying a package of projects that provide a positive economic benefit according to the U.S. Department of Transportation (USDOT):

Homer Harbor System 4 Float Replacement
New Large Vessel Harbor (including Large Vessel Sling Lift, Phase 1)
Homer Spit Coastal Erosion Mitigation
Ice Plant Upgrade
Steel Grid Repair
Wood Grid Replacement
Homer Harbor Security Cameras at Ramp 1-5 Access Points
Barge Mooring & Large Vessel Haul Out Repair Facility

- b. Conduct a full BCA for projects determined to be competitive in the preliminary BCA.



- i. This full BCA will support grant applications for FY23 and onwards.
 - ii. Once completed, the BCA would need minor update for out years if supporting data changes or USDOT or Federal Emergency Management Administration BCA guidance is updated.
 - c. An estimated cost for these complex analyses could cost up to \$80K, however the overall cost could be lower based on results of the preliminary-level analysis.
2. Apply for a FY23 Port Infrastructure Development Program grant (PIDP).
- a. Depending on BCA timing and PIDP requirements, the application would include projects identified in the full BCA or the Float 4 Replacement Project, Phases 1-3.
 - b. The application is due in April 2023. Professional services funds will be sought to contract for grant writing. A consultant firm allows staff to access subject matter experts and cover staff capacity gaps. A rough cost estimate for this application (not including BCA) might be around \$38K. Costs could be lower depending on overlap in work with BCA.
 - c. The application funding request will depend on results of the economic analysis. A match of 30% is suggested for a PIDP application.
3. When program guidelines are released, staff review the Federal PROTECT program for project grouping eligibility and competitiveness. A BCA is expected as an application requirement. Match requirements for PROTECT are unknown.
4. The City will apply for State of Alaska Municipal Harbor Facility Grants Program funds as well. These applications are due in August and can be completed in-house by staff.

Airport Terminal Improvements

1. Staff is developing the scope for an FAA Airport Terminal Program (ATP) project.
 - a. Applications are due in fall 2023.
 - b. City staff plan to lead project development to assure grant eligibility criteria are met.
 - c. Results of coordination with DOT&PF and Federal Aviation Administration (FAA) will determine the City's ability to apply in FY23 or FY24.



- d. Professional services from an aviation knowledgeable consultant may be required to provide technical assistance and a competitiveness review of the City's application.
 - e. The application will request under \$3M in funding, and ATP requires a 5% (or \$150,000) match.
2. Partnership activities have been suggested to assess City eligibility for a Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP) grant. NSFLTP may provide port-related funding as well as airport terminal improvements.

Slope Stability

1. The Slope Stability project consists of four components.

Kachemak Drive Wetland Treatment System
Beluga Slough & Bishops Beach Stormwater Treatment Systems
Baycrest Storm Drain Conveyance System
Beluga Lake Wetland Treatment System

2. Phase 1 of the Slope Stability project consists of Kachemak Drive and Beluga Slough Treatment Systems. City staff recently learned that we will be awarded roughly \$153K in 2023-2025 Alaska Clean Water Action grant funds for a portion of the Beluga Slough Stormwater Treatment System. The amount of matching funds are still being determined, but will range from 13,600 to \$39,600 depending upon final project scope. We are still awaiting a decision from NOAA at the end of January on a grant to partially support the Kachemak Drive Treatment System.
3. Staff will review eligibility and merit requirements for a North American Wetlands Conservation Act grant to help fund the Beluga Slough and Bishops Beach Stormwater Treatment Systems, due in February 2024.
4. Staff will continue to work on the National Oceanic and Atmospheric Administration (NOAA) Transformational Habitat Restoration and Coastal Resilience Grants opportunities and project development.
5. A NOAA Oceans and Security Fund Program application is suggested as well. Consultant support may be needed to support an application. A 30% match is required.



City of Homer

www.cityofhomer-ak.gov

Administration

491 East Pioneer Avenue

Homer, Alaska 99603

(p) 907-235-8121 x2222

(f) 907-235-3148

6. A State of Alaska (SOA) Clean Water State Revolving Fund application for slope stability is recommended, along with project development work to potentially improve eligibility for Green reserve funding.
7. The estimated cost of the project ranges from \$5.3M to \$8.1M, depending on scope.

Karen Hornaday Park

1. Completing the Master Plan in FY23-24 is recommended to support project applications. Capital project funding needed/necessary/required/pick a word to complete a new Master Plan.
2. City staff will seek traditional State of Alaska funding sources for public restroom construction and access projects, including the Land and Water Conservation Fund and State Recreational Trail Fund.

Resiliency Projects - New Public Works and/or Fire Hall Facilities

1. Continue City planning process to identify needs/land requirements/land acquisition for the Public Works Facility and/or the Fire Hall in FY23-24.
2. Once land and conceptual design(s) complete, consider FEMA Building Resilient Infrastructure and Communities grant application and Rural Development loan funds.