

City Council
November 21, 2016
Monday



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

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

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November/December

Monday 21st:

CITY COUNCIL

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

**Thursday 24th
& Friday 25th**

CITY OFFICES CLOSED for Thanksgiving

Monday 5th

CITY COUNCIL

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

Regular Meeting Schedule

**Library Advisory Board 1st Tuesday with the exception of January,
April, August and November 5:30 p.m.**

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

**Parks Art Recreation and Culture Advisory Commission 3rd Thursday with the exception of
July, December and January 5:30 p.m.**

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

Port and Harbor Advisory Commission 4th Wednesday 5:00 p.m. (May-August 6:00 p.m.)

Cannabis Advisory Commission 4th Thursday 5:30 p.m.

MAYOR AND CITY COUNCILMEMBERS AND TERMS

BRYAN ZAK, MAYOR – 18

DAVID LEWIS, COUNCILMEMBER – 17

CATRIONA REYNOLDS, COUNCILMEMBER – 17

DONNA ADERHOLD, COUNCILMEMBER – 18

HEATH SMITH, COUNCILMEMBER – 18

TOM STROOZAS, COUNCILMEMBER – 19

SHELLY ERICKSON, COUNCILMEMBER – 19

City Manager, Katie Koester

City Attorney, Holly Wells

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

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

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



WORKSESSION
4:00 P.M. MONDAY
NOVEMBER 21, 2016
COWLES COUNCIL CHAMBERS

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

WORKSESSION AGENDA

- 1. CALL TO ORDER, 4:00 P.M.**
- 2. AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 5)
- 3. 2017 BUDGET**
- 4. COMMENTS OF THE AUDIENCE**
- 5. ADJOURNMENT NO LATER THAN 4:50 P.M.**
Next Regular Meeting is Monday, December 5, 2016 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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



COMMITTEE OF THE WHOLE
5:00 P.M. MONDAY
NOVEMBER 21, 2016
COWLES COUNCIL CHAMBERS

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

COMMITTEE OF THE WHOLE AGENDA

1. **CALL TO ORDER, 5:00 P.M.**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)
3. **WELLS FARGO, EMPLOYEE HEALTHCARE**
4. **2017 BUDGET**
5. **CONSENT AGENDA**
6. **REGULAR MEETING AGENDA**
7. **COMMENTS OF THE AUDIENCE**
8. **ADJOURNMENT NO LATER THAN 5:50 P.M.**
Next Regular Meeting is Monday, December 5, 2016 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

CALL TO ORDER
PLEDGE OF ALLEGIANCE
AGENDA APPROVAL

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



REGULAR MEETING
6:00 P.M. MONDAY
NOVEMBER 21, 2016
COWLES COUNCIL CHAMBERS

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

REGULAR MEETING AGENDA

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

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

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

2. AGENDA APPROVAL

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

3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

4. RECONSIDERATION

- A. **Resolution 16-111(A)**, A Resolution of the Homer City Council Giving Direction to the City Manager to Reject the Proposal to Consolidate 911 Dispatch Services With the Kenai Peninsula Borough. Mayor. *(Reconsideration issued by Councilmember Aderhold October 25, 2016.)* Page 21

Memorandum 16-184 from Police Chief as backup.

Page 43

5. CONSENT AGENDA

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

- A. Homer City Council unapproved Regular meeting minutes of October 24, 2016. City Clerk. Recommend adoption. Page 55
- B. **Ordinance 16-56**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.08.100 to Clarify That the Mayor Retains the Right to Cast a Tie-Breaking Vote Even When Attending a Council Meeting Telephonically and Amending HCC 2.08.120 to Permit Council Members to Participate in More Than Three Meetings Telephonically Where Otherwise Permitted by the Homer City Code. Mayor. Recommended dates: Introduction November 21, 2016, Public Hearing and Second Reading December 5, 2016. Page 79
- C. **Ordinance 16-57**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.95.060 and Homer City Code 21.95.070 to Require the Homer Advisory Planning Commission to Review Amendments to Title 21 or the Official Zoning Map Before Such Amendments are Adopted by City Council But Not Necessarily Before Such Amendments are Submitted to City Council for Review. City Manager. Recommended dates: Introduction November 21, 2016, Public Hearing and Second Reading December 5, 2016. Page 85
- D. **Resolution 16-114**, A Resolution of the City Council of Homer, Alaska, in Support of Full Funding for the State of Alaska Harbor Facility Grant Program in the FY 2018 State Capital Budget. City Manager/Port and Harbor Director. Page 91
- E. **Resolution 16-115**, A Resolution of the Homer City Council Approving and Accepting the Donation of a Ceramic Tile Painting Titled 'Husky Star' by Homer Middle School Art Students to be Placed at City Hall. City Clerk/Parks Art Recreation and Culture Advisory Commission. Page 93
- Memorandum 16-181 from Parks Art Recreation and Culture Advisory Commission as backup. Page 95
- F. **Resolution 16-116**, A Resolution of the Homer City Council Approving an Assignment of Lease for Bob's Trophy Charters on Tract 1-B and Awarding Todd Strand, DBA Bob's Trophy Charters, a Twenty-Year Lease With Two, Five-Year Options for Tract 1-B, Fishing Hole Subdivision No. 2, With an Annual Base Rent of \$6,256.80, and Authorizing the City Manager to Move Forward With Lease Negotiations and Execute the Appropriate Documents. City Manager. Page 103

Memorandum 16-177 from Lease Advisors as backup.

Page 105

Memorandum 16-180 from Port and Harbor Advisory Commission as backup.

Page 107

- G. **Resolution 16-117**, A Resolution of the Homer City Council Approving an Assignment of Lease for the Fish Factory on Lot 12-A1 and Awarding Seven Seas Fish Company, DBA Alaskan Fish Factory, a New Lease With Options to Renew for Lot 12-A1, Port Industrial No. 3, and a Portion of Lot 12B, Port Industrial No. 4, With an Annual Base Rent of \$26,119.80, and Authorizing the City Manager to Move Forward With Lease Negotiations and Execute the Appropriate Documents. City Manager. Page 131

Memorandum 16-178 from Lease Advisors as backup.

Page 135

Memorandum 16-180 from Port and Harbor Advisory Commission as backup.

Page 107

- H. **Resolution 16-118**, A Resolution of the Homer City Council Awarding Pier One Theatre a Five-Year Lease With No Options for Renewal, a Portion of Tract 1-A, Fishing Hole Subdivision No. 2, With an Annual Base Rent of \$1.00, and Authorizing the City Manager to Move Forward With Lease Negotiations and Execute the Appropriate Documents. City Manager. Page 173

Memorandum 16-179 from Lease Advisors as backup.

Page 175

Memorandum 16-180 from Port and Harbor Advisory Commission as backup.

Page 107

- I. **Resolution 16-119**, A Resolution of the Homer City Council Awarding United States Coast Guard (USCG) a New One-Year Lease With Nine, One-Year Options to Renew for Lot 2, Homer Spit Four Sub, With an Annual Base Rent of \$17,058.60, and Authorizing the City Manager to Move Forward With Lease Negotiations and Execute the Appropriate Documents. City Manager. Page 205

Memorandum 16-180 from Port and Harbor Advisory Commission as backup.

Page 107

Memorandum 16-182 from City Manager as backup.

Page 207

- J. **Resolution 16-120**, A Resolution of the City Council of Homer, Alaska, Approving a New One-Year Contract for Employee Health and Life Insurance for 2017 With Premiera Blue Cross, Assurant Health, and Prudential. City Manager/Personnel Director.

Page 209

Memorandum 16-183 from Personnel Director as backup.

Page 211

- K. **Resolution 16-121**, A Resolution of the City Council of Homer, Alaska, Supporting the Standing Rock Lakota Tribe and Opposing the Dakota Access Pipeline. Lewis.

Page 213

- L. **Resolution 16-122**, A Resolution of the Homer City Council Amending the City Council Operating Manual Under City Council Agenda and Meeting Conduct Guidelines to Add Mayoral Proclamations and Mayoral Recognitions Following Agenda Approval. Lewis.

Page 217

6. VISITORS

- A. Lia Patton, BDO, Auditor's Report, 15 minutes.
- B. Karen Zak, Executive Director, Homer Chamber of Commerce, 10 minutes.

7. ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. Mayor's Proclamation, Small Business Saturday Page 231
- B. Mayor's Presentation, Todd Cook, Water/Wastewater Treatment Superintendent, Alaska Rural Water Association, Best Tasting Water Page 235

- C. Borough Report

- D. Commissions/Board Reports:

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

8. PUBLIC HEARING(S)

- A. **Ordinance 16-54**, An Ordinance of the Homer City Council Appropriating Funds for the Calendar Year 2017 for the General Fund, the Water Fund, the Sewer Fund, the

Port/Harbor Fund, Capital Projects, and Internal Service Funds. City Manager. Introduction October 24, 2016, Public Hearings November 21, 2016 and December 5, 2016, Second Reading December 5, 2016. Page 241

- B. **Resolution 16-109**, A Resolution of the City Council Amending the City of Homer Fee Schedule Under Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works Department Fees. City Clerk. (To follow Budget Ordinance 16-54 - Public Hearings November 21 and December 5, 2016.) Page 247

Memorandum 16-175 from City Clerk as backup. Page 259

- C. **Ordinance 16-55**, An Ordinance of the City Council of Homer, Alaska, Amending the 2016 Operating Budget by Appropriating \$494,000.00 From the Homer Accelerated Roads and Trails Program (HART) Fund to Provide for Rehabilitation of the Bunnell Street Storm Drain. City Manager/Public Works Director. Introduction October 24, 2016, Public Hearing and Second Reading November 21, 2016. Page 261

Memorandum 16-174 from Public Works Superintendent as backup. Page 267

- D. **Resolution 16-112**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 to Implement a New Graduated Harbor Moorage Rate Structure. Port and Harbor Director/Port and Harbor Advisory Commission. Page 279

9. ORDINANCE(S)

10. CITY MANAGER'S REPORT

- A. City Manager's Report Page 287

11. CITY ATTORNEY REPORT

12. COMMITTEE REPORT

- A. Employee Committee Report
- B. Public Safety Building Review Committee
- C. Americans with Disabilities Act Compliance Committee

13. PENDING BUSINESS

- A. ***If reconsidered: Resolution 16-111(A)***, A Resolution of the Homer City Council Giving Direction to the City Manager to Reject the Proposal to Consolidate 911 Dispatch Services With the Kenai Peninsula Borough. Mayor. Page 21

Memorandum 16-184 from Police Chief as backup. Page 43

14. NEW BUSINESS

15. RESOLUTIONS

- A. **Resolution 16-113**, A Resolution of the Homer City Council Accepting the 2015 Comprehensive Annual Financial Report with Audit and Financial Statements and Acknowledging the Management Letter Submitted by the City's Independent Auditor, BDO, USA, LLP and Authorizing the City Manager to Execute the Financial Report. City Manager/Finance Director. Page 309

- B. **Resolution 16-123**, A Resolution of the Homer City Council Giving Direction to the City Manager to Fully Explore the Proposal to Consolidate 911 Dispatch Services With the Kenai Peninsula Borough. Smith. Page 311

16. COMMENTS OF THE AUDIENCE

17. COMMENTS OF THE CITY ATTORNEY

18. COMMENTS OF THE CITY CLERK

19. COMMENTS OF THE CITY MANAGER

20. COMMENTS OF THE MAYOR

21. COMMENTS OF THE CITY COUNCIL

22. ADJOURNMENT

Next Regular Meeting is Monday, December 5, 2016 at 6:00 p.m. and Committee of the Whole 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PUBLIC COMMENTS
UPON MATTERS
ALREADY ON THE AGENDA

RECONSIDERATION

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 16-111(A)

A RESOLUTION OF THE HOMER CITY COUNCIL GIVING DIRECTION
TO THE CITY MANAGER TO REJECT THE PROPOSAL TO
CONSOLIDATE 911 DISPATCH SERVICES WITH THE KENAI
PENINSULA BOROUGH.

WHEREAS, The Kenai Peninsula Borough operates a 911 dispatch facility out of
Soldotna, Alaska; and

WHEREAS, The Borough has approached the communities of Seward, Kenai, and
Homer about consolidated dispatch services; and

WHEREAS, City administration has engaged in conversations with the Borough since
March of 2016 analyzing the pros, cons, and challenges of consolidation; and

WHEREAS, in October of 2016 the Homer City Council held two worksessions on the
proposal from the Borough.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska:

Option 1: After careful review has decided that consolidating 911 dispatch is not in the best
interest of the City of Homer and rejects the Kenai Peninsula Borough's request to
consolidate 911 dispatch services.

PASSED AND ADOPTED by the Homer City Council this 24th day of October, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

39 ATTEST:

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41

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43 _____
JO JOHNSON, MMC, CITY CLERK

44

45 Fiscal Note: To be determined.

Personal Memo

From the desk of

Kevin Hogan

213 Herndon # D-5 Residence

4501 Ice Dock Road Mailing

kevin.auctionblock@gmail.com email

Homer Alaska 99603

10/23/16

Mayor and council members

I would like to comment on several matters before you for your meeting of 10/24/2016

1. Ordinance 16-48 s contains a conflict in wording. I support the incorporation of the provisions of HCC 2.04.030 into the ethics code, however the ethics code needs to contain an additional revision to clarify this addition. 1.18.030(n) at line 158, the wording “contributing to a campaign or candidate of their choice”, would need to be stricken to conform with the intent of 2.04.030. It would be worthwhile to include the prohibition of political activity beyond just “a candidate for a municipal office” as stated in 2.04.030, as City acceptance of Federal funding may in some cases subject City employees to the provisions of the Hatch Act. I support the intent of 2.04.030 in protection of City employees from interference from councilmembers while performing the duties of their job, however it should also follow the employees should not be allowed to align themselves with councilmembers in advancing their particular interest. This should include lobbying for budget items related to their jobs or department. It is the duty of the Council to SET policy. It is the job of staff to EXECUTE that policy, not shape it. In recent history, this distinction has not only been blurred, it has basically been eliminated. Additionally there needs to be a mechanism for accountability for citizens through their elected representatives to respond to abuses of power by City Employees. Unwarrented meddling by Council Members of staff in the performance of their duties should not be tolerated, but this should not act as an impenetrable shield for staff abuse and misconduct.
2. I would urge you to carefully consider the benefits of dispatch consolidation. I believe the potential savings could in the long term be significant. A regional advisory board, or mechanism for local input, would be an option that should be considered.
3. I support the work of the Port and Harbor Advisory Commission.

Best Regards

Kevin Hogan

From: greta mahowald
To: [Department Clerk](#)
Subject: Consolidated Dispatch Services
Date: Sunday, October 23, 2016 9:22:38 PM

Council Members,

I am writing to express concern about consolidating Homer's dispatch with the Kenai Peninsula Borough, based in Soldotna. After reviewing the Dispatch Center Consolidation Overview for Council Work Session, attached memorandums, ProCom assessment, and reading the Homer News article about the city budget, I feel that consolidation, at least at this time, is unwise. The city manager's memorandum states that consolidation would not constitute real cost savings. In addition to the city manager, both Chief Robl and Chief Painter raised important safety issues associated with consolidation. Neither council members nor the general public can fully immerse themselves in the details of this issue, so I believe we must listen to our knowledgeable, trusted public safety officers who do understand the intricacies of the dispatch issue. I see this as a safety issue for all Homer area residents and ask that consolidation NOT be approved.

Respectfully,

Greta Mahowald
City Resident

Mayor cgc
10/27/16
A

Jo Johnson

From: Dotti Harness
Sent: Thursday, October 27, 2016 8:27 AM
To: Department Clerk
Subject: FW: Dispatch

-----Original Message-----

From: candy@xyz.net [<mailto:candy@xyz.net>]
Sent: Wednesday, October 26, 2016 7:03 PM
To: Donna Aderhold
Cc: Tom Stroozas; Shelly Erickson; Heath Smith; Department City Manager
Subject: Dispatch

Greetings, I am opposed to moving the dispatch services to Kenai and encourage you to advocate for keeping services in Homer. The City of Homer has a myraid of everyday occurances that the commons is benefited by having very reliable and knowlegable people located right here in Homer to be the first line of communication in addressing issues as they come in. and would jeopardize public safety. at a local level. I concur with the City Planner in her citing the benefits of keeping the dispatchers . Sincerely, Candy Rohrer

P.O. Box 957
Homer, AK 99603
November 3, 2016

Homer City Council
Homer, Alaska
For distribution to all Council members

Re: Resolution 16-111, Consolidation of 911 Dispatch Services with the Kenai Peninsula Borough.

Dear Council:

After reading the October 27th edition of the Homer News article covering the Council's discussion on the dispatch consolidation resolution I fully agree with Police Chief Mark Robl's assessment-it's a bad idea to even consider it.

My reasoning is based on 21+ years experience as a certified police officer and detective in Portland, Oregon, North Slope Borough Dept. of Public Safety and the Kodiak Police Dept. as well as 5+ years as the Supervisor of Investigations for First Interstate Bank of Oregon.

The most salient reason to justify a "NO" vote on this resolution is the need for multiple backup systems in the event of a natural catastrophe such as an earthquake, landslide, flooding etc. not to mention a domestic terrorist attack such as the recent preempted "HARP" research facility attack planned by two men from Georgia. If the dispatch consolidation were to go into effect, the existing trunk phone line to Soldotna would be a very weak communications link for emergency responders. Homer presently has multiple back up systems that would be negated by the proposed consolidation.

The second consideration is the loss of local knowledge by Homer dispatchers who are far more knowledgeable about road access, histories of dangerous persons and addresses etc. than would be a dispatcher in Soldotna or Kenai.

The City of Fairbanks just lost Sgt. Brandt in a situation that could easily happen in Homer. I strongly believe the City of Homer has the obligation to not weaken the communication system that helps protect both our citizens and emergency responders.

Please vote "NO" on the Consolidated Dispatch Resolution.

Sincerely,



Michael McCarthy
735-5597



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Zak and Homer City Council
FROM: Katie Koester, City Manager
DATE: November 16, 2016
SUBJECT: Consolidated Dispatch Risk Assessment

The purpose of this memo is to provide Council and the public with a comprehensive and consolidated structure to the information you have received regarding the pros and cons of dispatch consolidation with the Kenai Peninsula Borough. It is important to note that there are potential benefits associated with consolidation, listed below. However, there are also risks that Council needs to weigh when making a decision. The attached risk assessment is an attempt to provide you with risks that staff sees, the impact of those risk and potential ways to mitigate risk. If Council decides to proceed with consolidation, every effort will be made to mitigate potential risk and prioritize the safety of our residents.

Pros to a peninsula wide consolidated dispatch

- KPB Dispatch would be able to provide double coverage 24/7
- Larger center can draw on more resources for staff and equipment
- More staff keeps dispatch from becoming 'task saturated'
- HPD has less staff to supervise
- Capital cost avoidance: dispatch consoles (which we currently have grant funding for), dispatch space in new facility
- Possible operational cost savings: net savings based on 2016 budget is \$77,220

Consolidated Dispatch Risk Assessment

ITEM/CONCERN	RISK	IMPACT	POTENTIAL MITIGATION
Loss of system HPD operates as a system where dispatch interacts constantly with officers and jailers towards their common goal	A crucial piece of the system is remote and that synergy is lost	Workplace is less connected, less trust	
Loss of local knowledge Local dispatchers are familiar with place names, local people and resources	Safety of an officer or public is at risk if directions are unclear or local personalities are not known	Loss of life or injury. Litigation	Computer database collects local knowledge over time with dispatchers hand entering local knowledge as it become available
Control of management Current chain of command is local dispatch supervisor reports directly to Police Chief	Homer has little input in management structure	Cannot resolve poor performance or communication issues between officer and dispatcher easily	Shared management structure. Details unknown
Control of cost Homer City Council currently controls dispatch budget	Escalating costs which cannot be predicted	Erodes any potential savings, could end up costing more	Contract for services with price controls. Shared management structure. Details unknown
Loss of jobs	Cost of consolidated dispatch equivalent to a minimum of 3 jobs	Budget COH pays Borough for consolidated services is removed from local circulation	
Staffing uncertainty Current proposal retains 2.5 HPD admin positions	May not be sufficient administrative support	Officer overtime due to no 24-hour staffing in dispatch/ admin positions	More officer overtime hours or staff
Emergency calls that come in on admin line Currently, many people call the HPD admin line with emergency situations.	Under consolidated dispatch scenario (during business hours), caller would have to be transferred or HPD would have to relay call info to Soldotna.	Time delay	911 public awareness campaign
Difficult to revert to local dispatch	If consolidation proves to not be in the City's best interest, it would be very difficult to rebuild a dispatch center (employees, technology and space)	City of Homer could be stuck with a centralized dispatch even if it turns out to be less than ideal	Get everything right before consolidation
Loss of phone communication Currently if phone lines are down between Homer and Soldotna, 911 calls placed locally automatically go directly to Homer dispatch	In a major event phones are down between Homer and Soldotna (earthquake or technical failure, for example)	Citizens have no way to contact 911	Very costly and impractical second common carrier path between Homer and Soldotna
Loss of radio communication Currently HPD has multiple forms of back up radio communication	In a major event or technical failure, towers and repeaters that bounce signal could be damaged leaving no field communication	Dispatch has no way to communicate with officers, fire, EMS, Harbor, Public Works	Multiple backups for radio communication provided by the Borough

ITEM/CONCERN	RISK	IMPACT	POTENTIAL MITIGATION
Extra services Currently HPD dispatches for other departments (Public Works, P&H), monitors multiple security cameras and local alarms (college, HS, water treatment and pump stations)	No one to provide 24 services such as monitoring alarms or cameras	Business alarms go unanswered. Crimes unreported or reported late	Find other COH employees to provide 24 hour services. Pay extra for KPB dispatch to monitor cameras (which has some technology challenges)
Help for the jail Currently dispatch watches the jail cameras when jailers are escorting prisoners, picking up meals, and at night when a jailer might not be on. They also pat down female prisoners	No extra set of eyes to monitor jail cameras. No female to pat down female prisoners	Out of compliance with state jail contract. Injury or loss of life from an inmate that is a harm to themselves. Litigation	COH hire additional jail staff. Female jail or patrol officer could help with pat downs (when on duty and available) but COH has not traditionally had many female applicants for those positions.
Back up dispatch center Currently dispatch centers can back up each other when they become overwhelmed	No dispatch for entire Kenai Peninsula if one site fails	No 911 or radio communication	Alternate back-up dispatch site
Termination Study The City and Borough have gotten conflicting advice as to whether or not a termination study would apply	Possible ongoing fines and fees for COH. Our estimates indicate \$130,000 first year and \$85,000 every additional year	Erodes any cost savings and could end up costing more	Clear determination from state that there is no termination impact to consolidation and/or commitment from KPB to absorb termination risk (requested)
24 hour customer service Homer residents have become accustomed to being able to pay a ticket, pick up information, etc. after hours	Potential risk for victim who flees directly to HPD	Convenience of public, potential victim safety	Community adjusts expectations
Records Management Software Currently HPD has a robust database of information on individuals that has been collected over years	Our data management system cannot integrate easily with the Boroughs	Loss of data	Borough dispatchers populate own data base based on experience (takes time)



City of Homer

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Office of the City Manager

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Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Zak and Homer City Council
FROM: Katie Koester, City Manager
DATE: November 15, 2016
SUBJECT: Follow up to specific dispatch consolidation questions

The purpose of this memo is to answer specific questions that Councilmembers had regarding dispatch consolidation. The Borough has also provided response to the questions Council asked at their October 10 work session (attached).

Loss of jobs

Council has asked for an estimate of the economic impact of the job losses from closing dispatch. Economic impact multipliers are very difficult to accurately apply because of the competing and complicated variables that influence spending habits. I consulted Department of Labor Economist Alyssa Rodriguez who suggested the City of Homer use the ratio that ISER has used when trying to predict the impact of state deficit reduction to Alaskan jobs (every 100 million in deficit reduction equals between 1,414 and 1,677 jobs lost). This is an imperfect methodology but at least recognizes that job loss has a broader impact on an economy than one individual. Source: http://www.iser.uaa.alaska.edu/Publications/2016_03_30-ShortrunEconomicImpactsOfAlaskaFiscalOptions.pdf

Cost of consolidated dispatch (after year 1): \$314,000

Job loss impact (not just COH): 4.44-5.27

Cost uncertainty (Soldotna vs. Homer)

The City of Homer and the Borough use different software to track calls which means it is very difficult to compare our call volume with the call volume of other departments. The Borough did their best to estimate what our call volume would look like under their system. However, our numbers (and cost) will likely increase after a year of experience and the Borough has accurate call volume data for their system. This is based on the fact that under the current cost structure the Borough proposes, Soldotna would be charged \$30,000 more than Homer. However, based on statistics we know Homer is a busier department. Just comparing the 2014 cases below, Homer worked 58% more cases than Soldotna.

2014	Kenai PD	Soldotna PD	Homer PD
Service Area Population	7,074	4,300	5,000
Cases	8,314	4,339	6,871
Arrest charges filed	1,041	600	647

In addition, there will be higher line charges and other charges added into the final number than they have estimated. These are relatively small charges but they will all add up. City of Homer costs could increase dramatically under the proposed structure.

Can we get in later if we don't sign up now?

I asked the Borough this questions and they said that under the current administration, yes, but could give no guarantees for future administrations and their willingness to put in the time and effort.

KESA experience

Chief Robl reached out to a KESA member to get feedback on his experience with a remote dispatch. Overall, KESA is pleased with the dispatch services the Borough provides. The feedback was dispatch is very professional and caring and on top of things. KESA knows when AST is busy because dispatch will answer them more slowly and might not answer a minor call or request, but never anything major. From the technical side, the link to Soldotna has gone down a few times, not many. The link they have to Soldotna is a series of microwave shots to the Diamond ridge tower, then via hardline from there to Soldotna. Outages are quickly repaired and they communicated via cell phones while it was down. Apparently the outages never occurred when they needed to page out volunteers. Overall it works very good and KESA doesn't have any serious complaints with the service delivery.

911 and cell phones

911 landline calls originating in our area travel directly to our dispatch center. They are not answered in Soldotna, (they used to be), but they do travel down an electronic pathway that loops through the main 911 switching network in Soldotna. This was done so the system can gather data on all 911 calls in the borough for data gathering purposes and to provide a pathway for redundancy. If this pathway fails, these landline based calls will automatically come into our dispatch center, bypassing the loop to Soldotna.

Cell phone based 911 calls are routed to Soldotna where the dispatcher quickly ascertains the callers location and then routes the call appropriately. This is how the system is currently programmed. The reasoning is calls hitting the cell tower on the spit or diamond ridge often originate from areas outside of the city limits.

911 fees

911 fees are currently collected and kept by the borough. In exchange, they provide all of the 911 equipment in the borough, including the equipment in our dispatch center and they maintain it. They also give us a 911 dispatch contract (\$51,300) every year to reimburse us for some of the 911 calls we take from outside of the city. If we chose to collect the fees ourselves, we would be responsible for purchasing and maintaining our share of the 911 system. The borough currently supplements the 911 fees collected with general fund money to support the system. I don't see a possibility of coming out ahead by collecting our own 911 fees but this idea would need more research to accurately assess.

Enc: KPB City of Homer Responses

KPB Comments to Homer Council Regarding Dispatch Consolidation:

Thank you for taking the time to review the dispatch consolidation proposal. Attached are the written responses to additional council questions. Please note that a vote to go forward with this process is a vote to proceed with 1. Determining the agency input structure 2. Finalizing a PERS determination and 3. Working out specific city needs and costs associated. It is in no way a final commitment to consolidate at this time. The documents and information that have been provided thus far are not draft contracts, but rather proposed documents put together using the best information available to the borough. In order to move toward a more concrete proposal, which should contain all of the facts needed to make a final decision, extensive city involvement is required. As such, the borough is requesting city approval to move into this collaborative phase. The borough is requesting council support to move this project to the next step, not a final binding decision.

Below we provide additional clarifications of council concerns (Section I) and answers to council questions (Section II)

I. Clarifications Based on Council Meeting Discussion

a. Local Knowledge

As emphasized at the meeting, the CAD system encapsulates many elements of local knowledge. While this was discussed in depth at the meeting, it should also be noted that dispatch positions frequently have turnover, and newly hired dispatchers regularly are not required to have lived in the community they are dispatching in prior to their work. As such, even a local dispatch agency may have dispatchers that have limited local knowledge initially based on tenure and past residency. The SPSCC has training in place for new dispatchers that recognizes and works to alleviate these issues, including ride alongs with responders in areas of the borough that they may be less familiar with. However, as all dispatchers in local and regional agencies have different experience levels with the community, it is recognized that gaps in knowledge can and do occur in every agency. What is important to note is that the CAD system provides a backbone of knowledge available to **every dispatcher** regardless of tenure and familiarity with the region. While this is not a substitute for knowledge of the region, it eliminates many of the disparities that can and do happen at any center – local or regional – with new or unfamiliar dispatchers.

Additionally, the CAD system and a regional center offer some advantages in regard to familiarity with frequent 911 callers. These callers are often not confined to local limits, and therefore city knowledge of how often a caller has called 911 from, for instance, Anchor Point is limited. A regional system would provide a more complete picture of this caller's history, and this information is captured in CAD.

b. Redundancy

We would like to clarify a number of misconceptions regarding the redundancy in the

current system and the KPB proposal:

911 Redundancy - Currently, if the phone system goes down between Homer and Soldotna, Homer will lose 911. There is not a direct connection to 911 in Homer. All 911 calls **currently go through Soldotna regardless of origination point**. While concerns regarding ACS communication with the central peninsula during a catastrophic incident were discussed at the meeting, these concerns already exist in the current system. All calls in the peninsula already go to Soldotna, as such, if a catastrophic accident occurred in the current system, these calls would be affected under a consolidated or non-consolidated proposal. The proposal does not create a less redundant system than the system that already exists. On the contrary, the proposal does remove a potential failure point from the system, giving SPSCC dispatchers the direct ability to dispatch personnel. Currently, if a transfer from the SPSCC to Homer is unsuccessful for any reason, the SPSCC is not able to dispatch within the city. This creates both a delay in response time and a potential communication failure if the transfer from Soldotna cannot be made.

Radio redundancy - There has been some confusion on the KPB proposal regarding radios. The KPB will **not** require that agencies shift to ALMR radio dispatch, and the KPB proposal is not ALMR dependent. As discussed, Radio/IP bridges can be put in place to allow current radio communication methods to be integrated with SPSCC in Soldotna. Whether Homer maintains their current radio technology, or migrates to ALMR, transport redundancy is possible between Homer and Soldotna.

Regarding improving both 911 and radio redundancy, KPB has confirmed that SATS (State of Alaska Telecommunication System) would allow us to transport public safety data over their microwave network, which means we can establish a path back to Soldotna that is independent of local carriers and not subject to land-line (copper or fiber) cable cuts along the highway corridor. A SATS tower is less than 1000 feet from Homer PD and Homer Fire.

c. Additional Services provided by dispatchers

It is clear that many dispatchers in local municipalities service numerous roles outside of just dispatch. This proposal does not in any way propose completely eliminating the availability of staff to fill those duties. As cited at the council meeting, the Homer Police department currently has no administrative assistants and the dispatchers provide primary service for clerical needs, UA test monitoring, correctional officer assistance, and inmate monitoring, among other duties unrelated to dispatch. The KPB suggests that these duties may be more efficiently achieved by non-emergency staff. Homer has indicated that if this proposal is accepted, the city will retain 2.5 FTE clerical and admin support staff and an additional jail officer to complete these duties, while still realizing savings in personnel costs and very significant capital cost savings. This would result in a significant personnel base dedicated solely to supporting the police department at Homer.

The KPB is confident we can provide all dispatch duties needed by the municipalities at a very high quality. We recognize that some tasks are better suited for non-emergency personnel retained at the local police station. This proposal offers significant enough savings to allow this reallocation of resources to other community needs.

d. Clarification Regarding Office “Busy” Status in CAD

During the Council meeting, HPD Chief Robl expressed concern to the council and Homer City Mayor regarding an incident that occurred approximately two weeks prior. Chief Robl recounted an event where an HPD officer requested back up support during contact with an intoxicated individual. The Chief reported that trooper back up to the officer was delayed by SPSCC due to the CAD system which blocked the closest trooper from being available to provide back up for the officer. As described by Chief Robl, the scenario was quite disconcerting, so after the meeting the SPSCC Manager followed up to determine exactly what had occurred. Below is the sequence of events that transpired on September 30, 2016, including explanatory information:

Timeline:

10:11:52 – 1E33 (state trooper) broadcasts via radio that he is on a traffic stop in front of Cosmic Kitchen in Homer.

10:13:33 -> 10:14:33 – HPD calls SPSCC on an administrative line requesting back up for an HPD officer who is in contact with an intoxicated pedestrian on Pioneer Avenue. HPD indicates they only have one officer on duty and are requesting trooper response. During this phone call, the HPD dispatcher receives an update from their officer via radio who is now requesting **10-68 (10-68 = Officer needs routine assistance, a request that is taken seriously by dispatchers and officer. For information, 10-69 = Officer needs emergency assistance).**

10:14:11 – SPSCC broadcasts via radio HPD’s request for back up, advising 1E3 (the trooper sergeant who was on duty at the Anchor Point post) that 1E33 (state trooper) is on a traffic stop near the location of the HPD officer requesting back up. 1E3 acknowledges the request and advises he is responding from the Anchor Point Post.

10:14:47 – 1E33 advised on the radio he copies the request for back up to the HPD officer, clears his traffic stop and is now enroute to the HPD officer.

10:16:03 – 1E33 advises he is on scene with the HPD officer. He then adds that a State Parks officer is also on scene.

Traffic stops remain one of the most dangerous aspects of police work. Law enforcement experts consider the most vulnerable moment during any traffic stop to be when an officer gets out of their car and approaches the violator's vehicle. Shifting the trooper’s focus away from the traffic stop during this extremely volatile time would have been detrimental to his safety. That is why the decision was made to broadcast HPD’s request for assistance to the sergeant on duty, as well as all other units in the area, instead of the trooper on the nearby traffic stop. ***Not only did the trooper on the traffic stop hear it and respond, other units in the area also heard the request and responded (State Parks), while the sergeant was made aware of what was going on so he could respond and also make command decisions.***

When HPD called for assistance, 1E33 had been on his traffic stop for *less than two minutes*. For officer safety reasons, SPSCC didn't broadcast specifically to him. SPSCC chose to hail 1E3 knowing that 1E33 would hear the request and respond if possible. To clarify the request, HPD asked for 10-68, not 10-69 which is requesting routine backup, not emergency backup. SPSCC would have advised 1E33 immediately if HPD had requested emergency backup. As expected, 1E33 heard what was aired to 1E3 and immediately requested further information. He was able to clear his traffic stop and respond to HPD rapidly. 24D8 (State Parks officer) was also in the area and after hearing the radio traffic arrived shortly after 1E33. 1E3 started responding from the Anchor Point post but discontinued shortly after knowing that backup had been provided. **The reason for airing to 1E3 had nothing to do with 1E33 having a busy status in CAD but was intentionally done to air the info to all available units in proximity and to let 1E33 know what was needed while allowing him to continue to focus on his current stop without jeopardizing his safety.**

CAD gives dispatchers the ability to see everything that is going on with a quick glance, rather than having to look back at a handwritten radio log for officer status. The dispatcher can see the location and status of all officers on duty in an instant without digging through paper logs. Just because the status displays a unit is busy on another call doesn't mean the dispatcher can't dispatch them to another call. CAD is a very important officer safety and organizational tool, as the dispatcher can look at the safety level of all calls that officers are on and determine the priority of response to continuing incoming calls and requests. **CAD is a tool and not a determinant in dispatching calls.** CAD does not decide what officers can and cannot do or respond to. Dispatchers use CAD to track locations and times of officer responses to calls which in turn helps the dispatcher to make immediately informed decisions regarding the priority and availability of officer response to those calls. Without CAD the process is decidedly slower which in turn is dangerous to both officers and the public.

Instead of being an argument against consolidation, this call actually highlights the streamlining and extra safety measures that it would provide in both consistency and immediacy of officer response. Consolidation will eliminate delays in response to officer requests for assistance. If the centers were consolidated at the time of this incident, the phone call from HPD wouldn't have been necessary and more than a minute would have been shaved off the trooper's response time. The HPD officer would have broadcast his request on the same radio channel as AST. The troopers and officers in the area would have heard the call for help immediately, and if they didn't copy, dispatch would have re-aired it within seconds. In addition to the quick trooper response, SPSCC would have already had all of the details of the call making it immediately available to responding officers. Consolidation wouldn't have tied up as many call takers, leaving them available for other incoming calls. Not only was the HPD dispatcher tied up, an SPSCC call taker was tied up taking that information. Under consolidation, the entire call would have been handled on the radio. Instead of being on the phone with HPD, the SPSCC call taker would have been assisting other

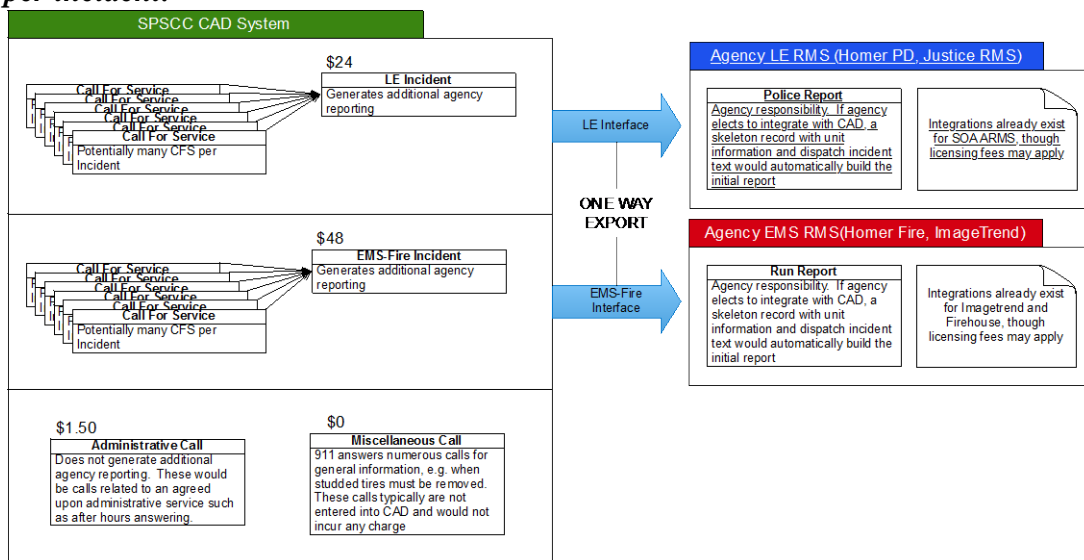
callers or researching the criminal history of the person the HPD officer was contacting.

e. Response to Memo from ProComm

We have chosen not to go in to detail in response to the memo provided to the City Council from ProComm. The memo contains numerous mischaracterizations and inaccuracies regarding this proposal and the current operations of the SPSCC. Additionally, the memo makes assumptions and statements about situations far outside of the scope of knowledge of a wireless communications consultant. It is important to understand that ProComm is not an unbiased player in this conversation. They have a strong vested interest in selling hardware and services, and therefore in maintaining numerous separate centers. This is not said to discount ProComm's expertise in the wireless communications arena, it simply must be considered in evaluating their advice. The memo is better addressed in a public meeting where the perspectives of all organizations and potential conflicting interests can be addressed.

II. Responses to Council Questions

- a. *How do you propose to calculate the number of calls? From the numbers you analyzed, it appears that every separate call generates a \$24 charge. There may be many calls in the course of what an officer would consider one incident (a traffic accident, for example, will generate numerous calls, but is one single response or incident). The numbers you gave us, to the best of our knowledge, are per call not per incident.*



We differentiate between calls for service and incidents to calculate the total number of calls. Calls for service is the internal housekeeping method in CAD to document all incoming phone and radio traffic. CAD replaces the obsolete method of handwritten phone and radio logs.

An incident is defined as something that will generate either a report or log assigned

to an officer/trooper. The cost is defined for an incident from start to finish (Ex: MVC that may have several callers and extended radio traffic). Each “call” would not generate a separate charge/cost. This is an important note that will be clarified in the cost proposal document should we go forward.

The current numbers used in the proposal document are numbers provided by the cities. It is recognized that all centers do not currently measure calls the same way, as such we emphasize that the cost document is not a proposed contract and is simply an estimate. After consolidation, all calls will be measured in a uniform manner and those measurements will be used to determine actual charges to agencies. If the cities decide to move forward, we will work toward a mutually agreed upon structure for determining upfront fees prior to having uniformly measured call volumes.

b. How would you differentiate (and charge) administrative calls from calls for service?

Calls for service in CAD are again an internal housekeeping method to document incoming 911 and administrative phone lines. Any administrative or 911 call that results in an incident number being generated would include more task intensive duties of data entry into a records management system. The cost quoted is to estimate these costs.

c. What is the call associated with an officer running traffic. Is it \$24 every time they have dispatch pull a case number- for example, only when the stop generates a citation or arrest? Or is it \$24 per traffic stop, or every time an officer runs a plate?

The cost cited is an estimate of the time/tasks spent by the dispatch center to process an incident from start to finish. Routine items such as traffic stops, requests for plate read backs are absorbed into the cost of these services and are not charged as a separate incident. Please refer to the proposal document for a more detailed explanation of the cost/call calculation.

d. How much would the cost go up if one (or more) municipalities decided not to consolidate and we were not achieving the greatest economies of scale?

Costs at this point are an estimate based on the participation of all of the cities and on the best available numbers provided by the cities. If all cities do not consolidate these costs may change. Operational costs and how those are shared would have to be recalculated depending on how many municipalities are participating. Regardless of the number of cities that consolidate, there are still significant economies of scale to be achieved, and very significant capital costs to be avoided at each city. In addition to annual operating and personnel savings, Homer will avoid both having to create dispatcher space in a new police station and an estimated \$290,000 in cost for new radio consoles.

However, what is important to note here is that the City of Homer is not being asked to commit to the cost estimates provided thus far, or commit to consolidating regardless of the final numbers. The City of Homer at this point is being asked to give a Yes or No on working more closely to fully flesh out this proposal. There will be a number of points in the process where a determination is made on whether the cities want to continue. Given more information, and intensive collaboration with the city, a final proposal can be produced and an informed decision made.

e. Are your rates negotiable? Can you come down at all on your proposal?

These rates are directly tied to the cost of operating the dispatch center, divided by the total number of agency calls at the center (as described in the proposal). This is done to make the process as transparent and equitable as possible, and to encompass all tasks that are necessary but not directly tied to call taking (such as training). Costs may be lowered if changes are made that lower the operating cost of the center. The largest variable here is the total number of agency calls. Currently, the numbers used to calculate these rates are based on numbers provided by the cities. The cities should examine their process for counting incident volume and determine how that compares to the standardized process. While KPB is inclined to believe that Homer incident volumes would decrease using the standardized measurement, without more information, these are just projections based on available information.

Rates for the initial integration and specialized services are *estimated* at this time and will be determined based on the actual cost of providing the additional services a city requests. Again, these will be determined in collaboration with the city.

f. Are you willing to sign a long-term contract which locks in the rate for the municipalities involved?

Rates per call vs. total cost to the city need to be considered differently. The total cost to a city is tied to their incident volume and activity level. Until these numbers are measured in a standardized manner, the exact number of calls cannot be determined. The proposal has a sliding scale based on use that could go up or down depending on community activity in a given year. As discussed, these call volumes are in blocks to limit year to year changes. This seems to already be a fair process and it would not be equitable for all agencies involved to lock a city into a long-term flat rate, because city needs and demands on the center may evolve in differing ways.

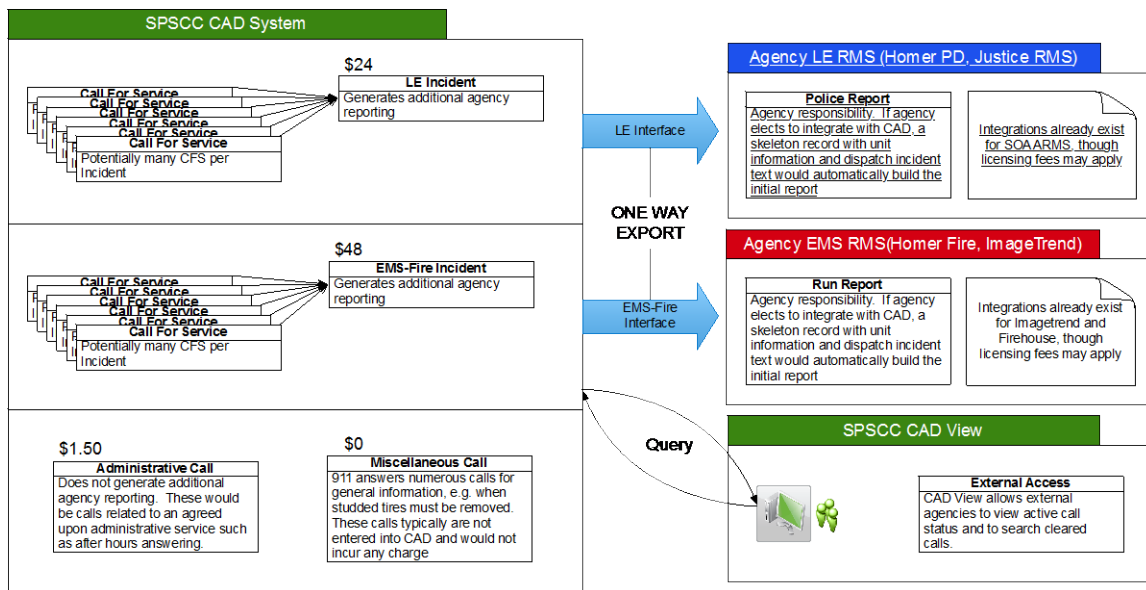
Rate/call is based on the total cost of operating the dispatch center. As discussed in the proposal document, a process needs to be put in place for determining agency input to the center operations. If costs to operate the center were to increase substantially due to factors out of the control of the SPSCC, all agencies need to equitably absorb those changes. As such, while a system to ensure that rates cannot be changed arbitrarily must be put in to place, a mechanism to adjust for natural increases in operation costs must also be included. It is not feasible to lock the cost of operating the entire center down long term. Given that the rate/call is based on the

cost of operating the center, this cannot be locked down long-term either. Because all agencies are paying the same rate/call, all agencies involved are incentivized to keep this rate down. A structure for how frequently this rate is changed will be agreed upon and put in place to balance needs; however, a long term contract guaranteeing no change in rate is not realistic.

Additionally, it may be possible to provide some cost certainty to the participating cities by shifting some of the cost burden to the general government. There are, of course, many details that will have to be addressed prior to a final determination.

g. We use justice for records management. There is a lot of extremely valuable information in here that has been entered in by hand over the years by City of Homer dispatch. Can we combine our records management software with yours so officers do not lose this data? What is the searchability of your records management software?

Records Management Systems (RMS) and Computer Aided Dispatch (CAD) are two separate and complimentary systems. Each entity in the borough manages and has its own record management system; this will not change with consolidation. CAD is managed by the dispatch center, and can be integrated with agency record management systems to avoid duplicate data entry. Agencies will not lose their record management systems with this proposal, they will simply gain access to CAD and integrate the two systems.



Local RMS and area wide CAD records can be integrated, but CAD details can be managed for broader purposes: like identifying repeat call addresses, officer safety, etc., while RMS can be more closely related to city retention, investigation, risk management and similar needs. A CAD to RMS interface can be put in place so that data entered into CAD by dispatchers is also entered into Justice. The City of Homer will retain access to and full use of their own records management system, but

duplicate entry of data entered into CAD will be eliminated if an interface is created. In terms of SPSCC access to Justice, the City can choose to retain privacy or to share all or parts of the information in their administered system. All CAD information will be readily available for city use.

During the consolidation implementation process, there will be extensive steps taken to assure that critical information – both information in the City RMS and information that is city institutional knowledge - is available to existing and newly hired dispatchers through the CAD system and training.

h. If we are hit with a termination study and ongoing terminations costs (either initially or in the future) would KPB be willing to sign an agreement to pick up those costs?

Probably not, but the borough is willing to document and demonstrate all the offsets to a community it can to PERS and has extended an offer for KPB HR to assist in any discussion with PERS on this issue. Additionally, it must be emphasized that a vote to go forward with this process is not a vote to consolidate regardless of the PERS determination. A documented PERS determination will be obtained prior to any final commitment is made.

Additional General CAD Info:

Computer-Aided Dispatch (CAD) software is an information management tool for public safety communication professionals. It helps to automate the entry, storage, and retrieval of information that is essential handling requests for assistance from citizens, and tracking the activities of law enforcement, fire and emergency medical responders.

This new CAD system is essentially the technological “back-bone” of the Soldotna Public Safety Communications Center. Public safety dispatchers who answer emergency and non-emergency calls for service will enter information they receive over the administrative phone and 9-1-1 into the CAD system. The computer network will then classify and deliver that information to dispatchers who communicate with police, fire and emergency medical responders over the radio.

The installation of our CAD system has caused significant operational changes in our communications center. The highly-procedural nature of the software forces a methodical, procedural nature upon an operation after the software is installed.

CAD will:

- *Allow resource tracking and unit status management to maximize closest resource dispatch and enhancing response times
- *keep track of the status of emergency units responding to calls, and a full accounting of public safety resources as they arrive on the scenes of fire, emergency medical, or police calls.
- * Enhance quality of response and responder safety by alerting responders of potentially dangerous/hazardous situations based on prior incidents, warrants, previous medical responses, etc.

The new system will be especially helpful in managing emergency responses to major incidents requiring responses from multiple jurisdictions.

Our vendor completely understood the mission-critical nature of our solution and made sure – from beginning to final checks – that our system would be secure and solid. Technicians were on-site during our “go-live” week to provide immediate assistance.

The acquisition will bring the Soldotna Public Safety Communications Center yet another improvement that allows our public safety dispatchers to be more capable than ever to successfully serve the 9-1-1 caller and help manage the response by law enforcement, fire, and emergency medical responders. This is an investment that serves the Kenai Peninsula Borough and its residents for years to come.

****External interfaces- (APSIN, E9-1-1, GIS, potential for MDT’s, etc)****

The CAD computer and software is linked to other useful computer systems, including our E9-1-1 system (to automatically fill in the caller’s name, address and telephone number) and state and federal law enforcement databases.



City of Homer

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Memorandum 16-184

TO: Katie Koester, City Manager
FROM: Mark Robl, Chief of Police
DATE: November 9, 2016
SUBJECT: Dispatch Consolidation

Yesterday I found a Public Safety Communications Strategic Plan prepared by William Doolittle and Gary Boyd and Associates for the Kenai Peninsula Borough 911 services board in 2004. In 2003 the E911 board discussed the future of public safety communications and asked the borough to hire a qualified firm to review the existing 911 system and public safety radio communications system on the Kenai Peninsula. The firms of Gary E. Boyd and Associates and William L. Doolittle and Associates were contracted by the borough to conduct the study. The specific objectives of the study were to “understand the current emergency communications systems in the borough; identify requirements for improvements; analyze major alternatives for meeting the requirements; define recommended projects; and organize the projects into an implementation plan and capital budget.” The study covered all of the incorporated and unincorporated communities and areas of the borough and all local law enforcement, fire service, EMS and emergency preparedness agencies in the borough.

All of the public safety communications centers in the borough were studied and analyzed. The report considered the centralization of dispatch centers, (consolidation), versus the decentralized approach in use then and still currently used today. The study described the three different approaches to dispatching as single PSAP/single dispatch center, (public safety answering point), single primary PSAP and multiple secondary PSAPs, and multiple primary PSAPs and dispatch centers utilizing selective routing, (our current model). The study listed the advantages and disadvantages to each. The study then discussed risks and backup communications plans.

The multiple primary PSAP alternative was recommended as the preferred approach. This is how our dispatch centers are currently configured on the Kenai Peninsula. This approach has the least amount of risk. It also provides a ready back-up plan assuming the centers are properly connected. Having multiple, connected dispatch centers on the peninsula with trained dispatchers in each 24/7 and the proper interagency agreements in place allows one center to quickly begin dispatching for another agency in the event of any unexpected outages.

My position remains strongly against consolidating any of the dispatch centers on the Kenai Peninsula. As identified in this independent study, our best option is to maintain multiple centers properly interconnected and staffed. Doing so prevents a single point of failure scenario from wiping out emergency services dispatching borough wide. It takes advantage of the great local knowledge our dispatchers possess, allows for the public to receive an independent level of service, provides our officers with superior officer safety and full time clerical support and significantly improves the efficiency of our operations. Individual centers will be much more capable of coordinating responses to area wide emergencies and will be able to successfully function locally if cut off from the statewide radio system.

Attachments: Various excerpts from the 2004 Public Safety Communications Strategic Plan.

**KENAI PENINSULA BOROUGH
9-1-1 SERVICES BOARD**

**PUBLIC SAFETY COMMUNICATIONS
STRATEGIC PLAN**

**Gary E. Boyd and Associates, Inc.
William L. Doolittle & Associates, Inc.
Keith White**

February 2004

EXECUTIVE SUMMARY

This Executive Summary provides an overview of the goals, objectives, scope, approach, findings and conclusions of a study of the public safety emergency communications and information systems in the Kenai Peninsula Borough, and strategic plan recommendations, schedule and cost estimates for improvement of the systems. The study was conducted and the plan developed by consultants Gary E. Boyd and Associates, Inc., William L. Doolittle & Associates, Inc., and Keith White, under the direction of the Borough's 9-1-1 Services Board.

Further information about all of the topics discussed in this Executive Summary is provided in the body of the Strategic Plan report.

GOALS AND OBJECTIVES

The overall goal of the study was to develop a plan to improve public safety through a well-coordinated, orderly program of upgrades to emergency communications systems throughout the Borough.

Specific objectives were to understand the current emergency communications systems in the Borough; identify requirements for improvement; analyze major alternatives for meeting the requirements; define recommended projects; and organize the projects into an implementation plan and capital budget.

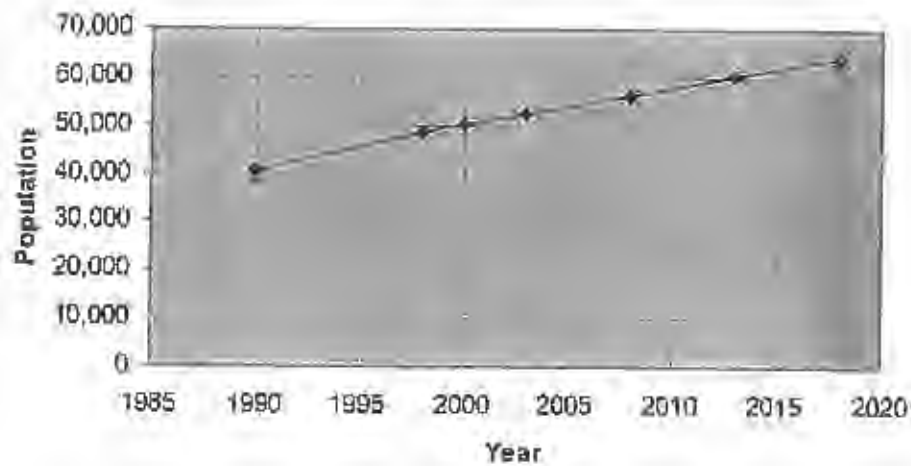
SCOPE AND APPROACH

The geographic scope of the project covered all of the incorporated communities and unincorporated areas of the Borough.

The jurisdictional scope covered all local law enforcement, fire service, emergency medical services (EMS), and emergency preparedness agencies in the Borough.

The technical scope covered communications center facilities, equipment and staffing; the 9-1-1 telephone system; radio systems, warning systems; and information systems. The study also covered the related areas of system administration; street naming and addressing; and geographic information systems (GIS).

Kenai Peninsula Borough Population Growth



STRATEGIC PLAN RECOMMENDATIONS

The consultants envision and propose a future Kenai Peninsula Borough emergency communications system in which:

- The system is governed by clear ordinances and memoranda of understanding;
- All wire-line telephones have dispatchable addresses;
- All communications centers are properly equipped and staffed;
- All mobile and portable radios can communicate Borough-wide;
- Any center can quickly activate public warning;
- All centers are supported by computer-aided dispatch;
- Automated maps at each center show call, incident, and unit locations;
- 9-1-1 Calls are automatically routed directly to the closest centers;
- Each center can monitor and backup any of the others; and
- System performance is continuously monitored.

Approach	Advantages	Disadvantages
	experience and repetition.	

Evaluation and Risk Analysis: The existing street name, address and 9-1-1 database errors and anomalies are an urgent priority. The Borough should add permanent staff to ensure adequate ongoing maintenance. It may also be necessary to add temporary staff and/or professional contract assistance as needed to quickly clear out the current updating and error correction backlog.

COMMUNICATIONS CENTER ALTERNATIVES

This subsection considers alternatives for centralization versus decentralization of communications centers, and for backup of communications centers.

Centralization Versus Decentralization

There are three basic alternatives available to the Borough agencies for the organization of communications centers for 9-1-1 call routing and dispatch: a single consolidated PSAP/dispatch center; a single primary PSAP for answering calls with multiple secondary PSAPs for dispatch; and multiple primary PSAPs/dispatch centers. There could also, of course, be variations of these basic approaches, such as the existing configuration of two primary and two secondary PSAPs. The following analysis of these three basic alternatives presumes a consistent level of involvement by each agency to provide direction for management and operations, and deployment of technology that mitigates any single point of failure.

Approach	Advantages	Disadvantages
Single PSAP/Single Dispatch Center	<ul style="list-style-type: none"> • Provides single point of contact with public for call processing and dispatch. • Concentrated staffing provides best opportunities for training and development, scheduling, quality assurance, and support for area wide emergency 	<ul style="list-style-type: none"> • Requires area-wide organizational charter, inter-agency cooperation and trust. • Often requires independent organization, additional layer of management, • Typically requires allocation of all costs, including capital, facilities, and executive management.

Approach	Advantages	Disadvantages
	<p>communications functions.</p> <ul style="list-style-type: none"> • Best opportunity for shared costs of capital (e.g., technology) projects. • Potential cost savings from consolidated capital investments. • Improved coordination of regional resources and responses. • Eliminates call transfer risks and delays. 	<ul style="list-style-type: none"> • Perceived "remoteness," lack of local knowledge and conditions. • Still requires alternate/backup facility
Single Primary PSAP and Multiple Secondary PSAPs (Call Transfers)	<ul style="list-style-type: none"> • Provides good opportunity for consistent call taking and EMD. • Avoids capital costs for selective routing. • Multiple alternatives for backup and alternate call centers. 	<ul style="list-style-type: none"> • Requires call transfers between PSAPs, on-going coordination of information. • Difficult to perform quality assurance. • Requires consistent application of technology and higher capital costs.
Multiple Primary PSAPs and Dispatch Centers (Selective Routing)	<ul style="list-style-type: none"> • Allows for independent (local) level of service to the public. • Potential for improved access to local area knowledge. • Local PSAPs can be leveraged for non-emergency functions. • Reduces likelihood of call transfers. 	<ul style="list-style-type: none"> • Higher staffing costs due to requirement for minimum 24-hour staffing. • Requires significant capital investments for multiple PSAPs. • Higher telecommunications, recurring costs. • Generally lower levels of proficiency due to smaller call volumes.

Evaluation and Risk Analysis: The public's perceptions of emergency communications are typically formed in their interaction with a 9-1-1 center. Service to the public, the costs of providing those services, and the ability to meet the often-contradictory requirements of cost-effectiveness will determine the best approach for a region. The ability to complete the necessary inter-agency agreements for any particular configuration

will also present implementation challenges and barriers to change. On balance, the multiple primary PSAP (selective routing) alternative is the preferred approach.

Backup Communications

Backup communications is the ability to support the operational needs for call taking and dispatching services should the primary communications facilities be out of service. These circumstances could include evacuation of the facility, failure of primary utilities (such as power and water), or loss of critical subsystems (such as radio or wire line telecommunications).

Approach	Advantages	Disadvantages
Mobile Communications Vehicle	<ul style="list-style-type: none"> • Provides flexibility in location. • Provides additional parallel capability (e.g., tactical or command post). • Potentially lower cost than dedicated facilities. 	<ul style="list-style-type: none"> • Requires protected facility for storage. • Takes time to activate. • Typically requires specific expertise to deploy, activate, and operate. • Potential transportation delays in responding (traffic, road conditions). • Only effective for short periods due to limited space. • Typically requires additional support facilities (EOC or meeting facilities, break rooms, canteen/kitchen, etc.)
Dedicated Backup Facility (Cold Site)	<ul style="list-style-type: none"> • Permanently available. • Could be provisioned with exact duplicates of technology in use. • Could be co-located with EOC or other collaborative facilities. 	<ul style="list-style-type: none"> • Takes time to activate. • Requires consistent effort to maintain currency of information, technical configuration.
Active Facility (Working Communications Center)	<ul style="list-style-type: none"> • Permanently available. • Provisioned with necessary technologies. • Potential to co-locate with local or regional Emergency Operations 	<ul style="list-style-type: none"> • Requires at least two full-time (24x7), staffed facilities.

Approach	Advantages	Disadvantages
	Centers (EOCs). <ul style="list-style-type: none">• No delay in activation.	

Evaluation and Risk Analysis: The time to activate and recover operations is a key factor in determining the appropriate method of providing backup capability. Those alternatives that avoid any interruption in service to the public during the transition to or recovering from an event are preferred. The ability to utilize an adjacent, active communications center for backup provides the greatest level of service to the public.

CONSENT AGENDA

Session 16-22 a Regular Meeting of the Homer City Council was called to order on October 24, 2016 at 6:00 p.m. by Mayor Bryan Zak at the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

PRESENT: COUNCILMEMBERS: ADERHOLD (telephonic), ERICKSON, LEWIS, REYNOLDS, SMITH, STROOZAS

STAFF: CITY MANAGER KOESTER
CITY CLERK JOHNSON
CITY PLANNER ABOUD
FINANCE DIRECTOR LI
LIBRARY DIRECTOR DIXON
PERSONNEL DIRECTOR BROWNING
POLICE CHIEF ROBL
PORT AND HARBOR DIRECTOR HAWKINS

Councilmember Aderhold has requested telephonic participation or excusal.

Mayor Zak called for a motion to allow Councilmember Aderhold to participate by telephone.

LEWIS/REYNOLDS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Council met for a Worksession from 4:00 p.m. to 5:00 p.m. with Borough representatives to discuss Dispatch Consolidation with the Kenai Peninsula Borough. From 5:07 p.m. to 5:52 p.m. Council met as a Committee of the Whole to discuss City Manager's Report (scheduling), 2017 Budget, and Consent and Regular Meeting Agenda items.

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

AGENDA APPROVAL

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

The following changes were made: **CONSENT AGENDA - Ordinance 16-54**, An Ordinance of the Homer City Council Appropriating Funds for the Calendar Year 2017 for the General Fund, the Water Fund, the Sewer Fund, the Port/Harbor Fund, Capital Projects, and Internal Service Funds. City Manager. Budget amendments for Council transportation, subsistence, lobbyist, reserves. **PUBLIC HEARINGS - Ordinance 16-48(S)**, An Ordinance of the City Council of Homer, Alaska, Amending HCC 1.18.030 to Add HCC 1.18.030(q), Which Incorporates HCC 2.04.030, and Its Prohibition Against Council Member Influence and Direction of City Employees and the City Manager, Into the Homer Ethics Code. Smith. Written public comments. **PENDING BUSINESS - Resolution 16-054**, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule to Implement a New Graduated Harbor Moorage Rate Structure. Port and Harbor Director/Port and Harbor Advisory Commission. Written public comments. **RESOLUTIONS - Resolution 16-111**, A Resolution of the Homer City Council Giving Direction to the City Manager to Reject/Accept the Proposal to Consolidate 911 Dispatch Services With the Kenai Peninsula Borough. Mayor. Written public comments. Announcements Items A and B were moved to follow agenda approval.

LEWIS/REYNOLDS – MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. Mayor's Recognition, Girls and Boys Cross Country Running Teams State Championship and Coach Bill Steyer

Mayor Zak read and presented the recognition to Coach Bill Steyer and the Girls and Boys Cross Country Running Teams.

- B. Mayor's Proclamation, 2016 Extra Mile Day

Mayor Zak read the proclamation and encouraged everyone to go the extra mile on November 1st.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

Mako Haggerty, Homer resident, is disappointed in Resolution 16-054 since it is not fair and equitable. The consultant was limited in his scope of work and was told to keep costs for certain classes of vessels below a certain mark. This pushed costs up for smaller vessels. It is

more fair that the funds come out of the general fund to supplement the harbor enterprise fund.

Malcolm Milne, President of North Pacific Fisheries Association, supports Resolution 16-054. He attended the Worksession and Port and Harbor Advisory Commission meetings and believes it is a compromise and can work. Additionally, he appreciates all the work that has gone into it.

Bob Howard, city resident, is opposed to Resolution 16-054. The large vessel owners say it is a compromise, although the Port and Harbor Advisory Commission and the consultant did not say it was a compromise. It raises rates to the highest level for small vessel owners while favoring large vessel owners. The Council should establish fair public policy; they are not rate makers.

Dave Mastolier, city resident, spoke on Resolution 16-054. Although he is not happy rates are going up, he feels it is a compromise and the Port and Harbor Advisory Commission did a great job. The larger your vessel, the more rates will increase. Smaller boat rates will go up proportionate to the size of the boat.

Don Lane, city resident, supports Resolution 16-054. He owns a 60 ft. boat and the harbor is important to the safety and success of his business. It is important that the infrastructure works well to avoid repair costs. We have the most terrific staff at the harbor and it is important to protect the future of the harbor.

Scott Adams, city resident, questioned why Ordinance 16-49 allowed \$180,000 to purchase lights for the whole harbor. He was hoping we started out with the seven lights and saw how they worked before jumping into the purchase of lights for the full harbor.

RECONSIDERATION

CONSENT AGENDA

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

- A. Homer City Council unapproved Regular meeting minutes of October 10, 2016. City Clerk. Recommend adoption.
- B. Memorandum 16-170 from Mayor Zak Re: Appointment of Sue Fallon to the Library Advisory Board and Justin Arnold to the Planning Commission.

Moved to New Business, Item B. Lewis.

- C. **Ordinance 16-54**, An Ordinance of the Homer City Council Appropriating Funds for the Calendar Year 2017 for the General Fund, the Water Fund, the Sewer Fund, the Port/Harbor Fund, Capital Projects, and Internal Service Funds. City Manager. Recommended dates: Introduction October 24, 2016, Public Hearings November 28, 2016 and December 12, 2016, Second Reading December 12, 2016.
- D. **Ordinance 16-55**, An Ordinance of the City Council of Homer, Alaska, Amending the 2016 Operating Budget by Appropriating \$494,000.00 From the Homer Accelerated Roads and Trails Program (HART) Fund to Provide for Rehabilitation of the Bunnell Street Storm Drain. City Manager/Public Works Director. Recommended dates: Introduction October 24, 2016, Public Hearing and Second Reading November 28, 2016.

Memorandum 16-174 from Public Works Superintendent as backup.

- E. **Resolution 16-107**, A Resolution of the Homer City Council Recognizing Our Duty to Safeguard the Vitality of Ecosystems. Lewis. Recommend adoption.

Moved to Resolutions, Item E. Aderhold.

- F. **Resolution 16-108**, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library Policies for Library Card Registration. City Clerk/Library Advisory Board. Recommend adoption.

Memorandum 16-173 from Library Advisory Board as backup.

- G. **Resolution 16-109**, A Resolution of the City Council Amending the City of Homer Fee Schedule Under Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works Department Fees. City Clerk. (To follow Budget Ordinance 16-54 - Public Hearings November 28 and December 12, 2016.)

Memorandum 16-175 from City Clerk as backup.

- H. **Resolution 16-110**, A Resolution of the City Council of Homer, Alaska, Adding Tract 2-A Waddell Park Subdivision 1985 Replat to the City of Homer Land Allocation Plan as a Lot Available for Sale and Authorizing the City Manager to Proceed With a Request for Proposal. City Manager. Recommend adoption.

Moved to Resolutions, Item D. Stroozas.

- I. **Memorandum 16-171**, from City Clerk, Re: Travel Authorization for Mayor Zak and Councilmembers Erickson and Stroozas to Attend the Alaska Municipal League 66th Annual Local Government Conference in Anchorage, Alaska, November 14 - 18, 2016.
- J. **Memorandum 16-176**, from City Clerk, Re: Rescheduling the November and December City Council Meetings.

Item B, Memorandum 16-170 was moved to New Business, Item B. Lewis.

Item H, Resolution 16-110 was moved to Resolutions, Item D. Stroozas.

Item E, Resolution 16-107 was moved to Resolutions, Item E. Aderhold.

Mayor Zak called for a motion for the approval of the recommendations of the consent agenda as read.

LEWIS/REYNOLDS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

- A. Transition for Ship Escort-Response Vessel System from Crowley Marine Services to Edison Chouest Offshore, Lisa Matlock

Lisa Matlock, Outreach Manager, Prince William Sound Regional Citizens' Advisory Council (PWSRCAC), Brooke Taylor, Director of External Communications of PWSRCAC, and Homer Representative Robert Archibald provided a report on PWSRCAC work.

The Alaska Regional Response Team came up with a new process where stakeholders could get their voices heard during an oil spill. The Regional Stakeholder Committee is made up of directors who are most affected during an oil spill in their region. The changes were going to split the Regional Stakeholder Committee into two different groups: a tribal local government group and an affected stakeholders group. PWSRCAC looked very closely at that and found it would have weakened stakeholder access to the unified command and incident action plans. Mr. Archibald requested and received a letter of non-support for the change from the City of Homer and other entities and the Alaska Regional Response Team pulled that change.

At the September board meeting in Cordova the Department of Environmental Conservation (DEC) announced they were opening a public scoping period to discuss potential changes that the Alaska Regional Response Team may make to oil spill area planning. They are proposing to change the ten areas in the current plan to four areas. It has a potential impact on Kachemak Bay who will be combined with Bristol Bay, the Aleutians, and Kodiak Island areas. The proposed change is meant to align our plans with national and state level plans. Public comment is open until November 15th. People are encouraged to review the DEC page and have their voice heard. A briefing sheet was provided to Council.

Crowley Maritime Corporation has had the marine escort and response tug contract in Valdez since 1990. In 2018 Crowley will be replaced with Edison Chouest Offshore who has nine new vessels and one older vessel. It will impact a lot of people, with 200 jobs affected. The PWSRCAC is onboard with the transition team and is watching the transition. Edison's new boats are being built in the Gulf of Mexico and will have greater bollard pull. The new fleet will be an improvement to the vessel system currently there. PWSRCAC is concerned about the employee gap and has received no information from Alyeska or Edison Chouest to see if they are hiring locally. The biggest concern is to make sure oil spill response is a priority with the transition.

B. Linda Anderson, City Lobbyist, Anderson Group, LLC

Linda Anderson, Anderson Group, LLC, advocated for an extended contract as the City's lobbyist for 2017. As a municipal lobbyist for 35 years, her firm has a higher bar. It is not a time to take ourselves out of the middle of the arena. If we don't have boots on the ground in Juneau we don't have a place at the table to change direction. Alaska Municipal League serves a great purpose, but they are very generic and do not tailor to individual legislation and how it might affect Homer personally. This year during the legislative session Councilmembers Aderhold and Reynolds and City Manager Koester held teleconferences weekly with Anderson Group to receive real time access to legislative proceedings.

Anderson Group has had significant success as the City lobbyist in former years, with Homer getting its share. But there is no more capital budget for a while. We have not seen this level of economic crisis and intense debate on resolutions in the state ever. Anderson Group is well versed in employers' unfunded liability. Their lobbyist firm has been at the forefront and every table where it is discussed. Every 1% shift in PERS becomes a \$60,000 liability for the City of Homer.

Items likely to come back in next year's legislative session include the state sales tax, PERS rate increases, increased bed taxes and a statewide bed tax to fund a statewide marketing campaign. Last year there was an amendment to increase Homer's share of fish taxes, but the fish tax bill did not pass.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

- A. Mayor's Recognition, Girls and Boys Cross Country Running Teams State Championship and Coach Bill Steyer

Heard after agenda approval.

- B. Mayor's Proclamation, 2016 Extra Mile Day

Heard after agenda approval.

- C. Borough Report

Kenai Peninsula Borough Assembly Member Kelly Cooper reported the Homer Senior Center is in need of new floor to improve safety and reduce the risk of falls. They have applied for a Rasmuson grant in the amount of \$238,000 and will score higher with support from local government. She has sponsored a resolution to allocate \$10,000 of grant funding to the Senior Center to use for the flooring.

At tomorrow's Assembly meeting there is an ordinance for introduction to allow a permanent motor vehicle registration tax for non-commercial motor vehicles and non-commercial trailers that are at least eight years old. If a \$75 registration tax for the older vehicles is implemented and 25% of eligible vehicles participate, it will be \$600,000 less revenue for the Borough. If there is a \$25 permanent registration tax for older trailers with 25% participation it will be \$40,000 less revenue. Motor vehicle tax is distributed to cities, boroughs, and service areas based on population instead of assessed value. In addition to the motor vehicle tax, the State of Alaska collects a biennial fee of \$100 on non-commercial motor vehicles and \$30 on non-commercial trailers. This would no longer be assessed and collected if the new registration tax is implemented.

The Healthcare Task Force continues to meet, with their next meeting next Wednesday. The task force has found borough-wide gaps in emergency medical services, consistent EMS and transportation across the borough, chronic disease education and prevention, and substance abuse with both in-patient and out-patient treatment programs. The task force recommends that we explore the viability of creating a detox facility. They also found home healthcare and hospice care gaps, but Homer is pretty well set with home healthcare and hospice services. Mental health is also an issue along with non-emergency transportation options to improve

access to care. Last year the Assembly did not fund CARTS (Central Area Rural Transit System); it was a difficult issue. It may be on the list for funding this year.

Mayor Zak directed City Manager Koester to draft a letter of support for the Senior Center floor. It will be provided to the Assembly tomorrow.

Assembly Member Cooper will find out how much the City will lose with the motor vehicle tax.

D. Commissions/Board Reports:

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

Newly appointed Parks Art Recreation and Culture Advisory Commissioners John Sharp and Clark Fair provided an update on the commission's business. At the October 20th meeting they said goodbye to Dave Brann who was on the commission for six years. He has been an important part of trails and the parks system for a long time. They will now need to find a replacement vice chair. A nomination was made, but not yet confirmed since the person was not at the meeting.

They had good information about the Mariner Park capital project and are requesting more information from Public Works. They thanked the City Manager for coming to the meeting and providing good information about the budget. It helped the commission focus on how to apply for grants and which grants are more efficient for the City. The commission approved the donation of a ceramic art piece titled *Husky Star* made by former students of Homer Middle School. It will be added to the Homer Municipal Art Collection and placed at City Hall. The commission approved expending \$500 to match funding from Homer Animal Friends to purchase doggie bag dispensers and receptacles. There was a timber frame raising on the Spit over the weekend for the new structure that the City and visitors will utilize. Dave Brann and Robert Archibald were a big part of that.

5. Port and Harbor Advisory Commission

Port and Harbor Advisory Commissioner Mike Stockburger reported on the commission's business. They have been working on approving the rate schedule and looking at a way to service some of the boats that are not serviced in Homer. Homer Boat Yard hauls a lot of smaller boats and Northern Enterprises hauls bigger boats. There is also an operation on the Spit hauling the bigger flat bottom boats out. There are a number of deep draft boats that need an alternative haul-out, possibly trailers utilizing the new ramp.

6. Cannabis Advisory Commission

Councilmember Reynolds announced the next meeting is Thursday at 5:30 p.m. in Cowles Council Chambers.

Mayor Zak called for a recess at 7:12 p.m. and reconvened the meeting at 7:21 p.m.

PUBLIC HEARING(S)

- A. **Ordinance 16-48(S)**, An Ordinance of the City Council of Homer, Alaska, Amending HCC 1.18.030 to Add HCC 1.18.030(q), Which Incorporates HCC 2.04.030, and Its Prohibition Against Council Member Influence and Direction of City Employees and the City Manager, Into the Homer Ethics Code. Smith. Introduction October 10, 2016, Public Hearing and Second Reading October 24, 2016.

Mayor Zak opened the public hearing. In the absence of public testimony, Mayor Zak closed the public hearing.

Mayor Zak called for a motion for the adoption of Ordinance 16-48(S) by reading of title only for second and final reading.

LEWIS/REYNOLDS – SO MOVED.

Public comments by Kevin Hogan were acknowledged. City Manager Koester advised Council the comments pertained to the original language in Ordinance 16-48 that Council removed. Council will resume discussion on campaign contributions in January.

REYNOLDS/LEWIS – MOVED TO REPLACE HIM OR HER WITH THEM AND REPLACE HE OR SHE WITH THEY.

The amendment is gender neutral and simplifies reading.

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

Motion carried.

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

Motion carried.

- B. **Ordinance 16-50**, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.62.040 Currently Entitled "Pre-Application Conference," to Authorize the City Planner to Recommend to the State of Alaska That It Deny an Application for a Marijuana Establishment That Does Not Comply With Homer City Code and Authorize the City Planner to Recommend That the State Impose Conditions to Approval When Necessary to Ensure Compliance With the Homer City Code. City Manager/Cannabis Advisory Commission. Introduction October 10, 2016, Public Hearing and Second Reading October 24, 2016.

Memorandum 16-163 from Cannabis Advisory Commission as backup.

Memorandum 16-169 from City Planner as backup.

Mayor Zak opened the public hearing. In the absence of public testimony, Mayor Zak closed the public hearing.

Mayor Zak called for a motion for the adoption of Ordinance 16-50 by reading of title only for second and final reading.

LEWIS/STROOZAS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- C. **Ordinance 16-51**, An Ordinance of the City Council of Homer, Alaska, Enacting HCC Chapter 11.36, Vegetation in Rights-of-Way, Providing for the Removal of Vegetation That Interferes With the Reasonable Public Use of a Right-of-Way. City Manager. Introduction October 10, 2016, Public Hearing and Second Reading October 24, 2016.

Memorandum 16-164 from Public Works Superintendent as backup.

Mayor Zak opened the public hearing. In the absence of public testimony, Mayor Zak closed the public hearing.

Mayor Zak called for a motion for the adoption of Ordinance 16-51 by reading of title only for second and final reading.

LEWIS/REYNOLDS – SO MOVED.

Public Works can provide guidance on keeping the public right-of-ways looking great while maintaining the confines.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- D. **Ordinance 16-52**, An Ordinance of the City Council of Homer, Alaska, Amending the 2016 Operating Budget to Provide for Complete Natural Gas Conversion and Energy Efficient Lighting at the Fire Hall by Appropriating \$115,000 From the Revolving Energy Fund. City Manager/Public Works Director. Introduction October 10, 2016, Public Hearing and Second Reading October 24, 2016.

Memorandum 16-165 from Public Works Director as backup.

Mayor Zak opened the public hearing.

Scott Adams, city resident, suggested taking the remaining funds from the public safety building project and passing it on to this project.

Mayor Zak closed the public hearing.

Mayor Zak called for a motion for the adoption of Ordinance 16-52 by reading of title only for second and final reading.

LEWIS/REYNOLDS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

- E. **Ordinance 16-53**, An Ordinance of the City Council of Homer, Alaska, Authorizing the City Manager to Issue a Request for Proposal for Lot 11, Homer Spit Subdivision No. 5, for a Long-Term Communications Tower Lease and Amending the FY 2016 Operating Budget by Appropriating Funds in the Amount of \$12,500.00 From Port and Harbor Depreciation Reserves to Fund Tower Consultant Services With Cityscape Consultants, Inc. City Manager. Introduction October 10, 2016, Public Hearing and Second Reading October 24, 2016.

Mayor Zak opened the public hearing.

Cindy Coughlin, GCI spokesperson, told Council GCI is interested in negotiations for the tower. They were the second place qualified bidder in the original RFP. They could have a tower up and operational before the 2017 tourist season begins and have other national companies co-locate on the tower. She asked for a 30-day extension to provide opportunity to renegotiate their bid.

Mayor Zak closed the public hearing.

Mayor Zak called for a motion for the adoption of Ordinance 16-53 by reading of title only for second and final reading.

LEWIS/REYNOLDS - SO MOVED.

City Manager Koester explained the City did not specify the type of tower to be built. The RFP specified our goals: to encourage co-location and to minimize the proliferation of towers on the Spit. The hiring of CityScape will allow the City to have an advocate working in the City's best interests. They will review the RFP, advertise it to a national marketplace, and work with us through the negotiation process. The new RFP is in the best interest of the City. Although it will slow down the process some, every local and state company will have the opportunity to bid. The proposals will be reviewed by professionals who can advise staff and the Council.

Asked if we need to look at second and third bids, City Manager Koester answered she has the authority to enter into negotiations with the second bidder, but there is no mandate to do so. Asked about a 30-day review for GCI's proposal, City Manager Koester answered GCI's proposal was revenue neutral and not very competitive. It would be most transparent to start over with a new process. We would like to lean on the expertise of a third party professional working on behalf of the City of Homer.

Councilmembers Stroozas and Lewis agreed on starting the RFP process clean with consultant services. It is more transparent and will address the many nuances with towers, including co-location of towers.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

CITY MANAGER'S REPORT

A. City Manager's Report

Orientation from City Attorney

In the past the City Attorney has provided trainings for Councilmembers and Commissioners on Open Meetings Act, records, Quasi-judicial decision making, ethics and other legal matters. There is a lot of valuable information for new Councilmembers, but also a good review for veteran members, especially since this overview has not been offered in the last 5 years. I would like to schedule a time during the first part of November to bring Holly down and spend a few hours with you (and extend the invite to Commissions, when relevant). I know this is a big ask since November is supposed to be short on Council commitments given the holidays, but it also presents a window of time I would like to take advantage of. At the Council meeting I would like to discuss availability and best times for the body. Holly is available November 7-11 or 16-18 and anticipates needing no more than 3 hours total.

Tours for Councilmembers

Along the same lines, I would like to offer tours of City facilities to Councilmembers. Many of you are already familiar with the large and varied infrastructure you are in charge of, and of course any time you want to schedule a facility visit, I am happy to arrange that. However, I thought I would dedicate a few slots for official tours so they can be advertised and organized to make the best use of your time. I am thinking a couple of 2-hour time slots to visit water/sewer treatment, Homer Police Station, and Port and Harbor. Is there interest? If so, what time of day/week works best?

Visit with Sen. Murkowski

Mayor Zak arranged for a tour of the Homer Police Station when Senator Murkowski was in town on Friday the 14th. We were able to show her the Homer Police Station and she was truly aghast with the cramped and outdated conditions of the station. Though there is no grant program that jumps out as a perfect fit, having firsthand knowledge of our station and needs allows the Senator to keep our needs in mind as potential opportunities pop up. I will be following up with her staff and communicating the 2017 federal priorities.

Campground Notice

Last year Council expanded the camping season from April 1st through October 30th to reflect the greater demand for shoulder season camping. Homer City Code 19.08.030(d) allows the City Manager to open a campground on the Homer Spit to winter camping. The attached notice opens lots 1-16 of the Fishing Hole Campground next to Pier One for winter camping (similar to last year). The restroom at that site cannot be winterized for year-round use. Last year we offered a port-a-john at the campground. However, at a cost of \$1,260 a season, we do not recover those funds in campground fees. Most campers are self-sufficient with facilities in their camper. The Load and Launch restroom is open year-round and 800 feet away and Ramp 5 is 1,000 feet away. According to average walking speed (3 mph), it takes 3 minutes to walk 800 feet.

Update on Revisions to Title IV (Alcohol)

Soldotna City Manager and the Wasilla Mayor presented to the ABC Board on Friday the 14th on concerns they have with the proposal to restrict public convenience licenses (beer and

wine restaurant licenses) and package store restrictions. The City of Soldotna is working with the ABC Board on a proposal to let cities handle permitting of restaurants under the local control argument. There are many details of local control that would need to be worked out, but the premise is that a local municipality knows best if they are having an increase in crime rate or other negative consequences of public convenience license (rather than an arbitrary population number made for urban areas). The City of Homer may be asked to weigh in on recommendations to the ABC Board.

Letter of Non-objection

Alaska Department of Fish and Game has funding to place a gate at the top of Airport Road to restrict vehicle access to the beach at the bottom of the road (this is State property). Restricting access there is consistent with the Homer Beach Policy. First responders have requested a key for the gate that is standardized with other gates (Bishop's Beach, for example) so they can travel down the beach in case of an emergency. With an easy to use key, HVFD and HPD have no problems with a gate. Unless there is objection from Council, I will forward the attached letter to the State.

Letter of Support for Homer Senior Citizens Inc. to KPB

With Council's approval, Mayor Zak will submit the attached letter of support for Kenai Peninsula Borough Resolution 2016-061 approving a \$10,000 budget revision in the 2016/2017 Borough Senior Grant Program for the Homer Senior Citizen's Inc. As the letter states, the City of Homer is grateful to Mayor Navarre and Assembly Member Cooper for introducing the budget amendment that recognizes the need for new flooring at Homer Senior Citizens and shows the support of the Kenai Peninsula Borough for services provided on the Southern Peninsula.

City Manager Koester referenced the letter of support for Kenai Peninsula Borough Resolution 2016-061 to approve a \$10,000 budget revision in the 2016/2017 Borough Senior Grant Program for Homer Senior Citizen's Inc. Funds will be used to provide flooring for the Senior Center. The Borough and City support helps the Senior Center with their request for a grant from Rasmuson Foundation.

Council discussed the gate at Airport Road funded by Fish and Game to restrict vehicle access to the beach. The gate will be a visible and physical barrier. People that have utilized the access to the beach may wish to comment. Council voiced no objection to sending the letter of support for the gate to the State.

ABC Board Title IV is getting good traction from local feedback. The City of Soldotna has proposed to give cities more local control. Stakeholders feel engaged and that they are being listened to. The Alaska Cabaret, Hotel, Restaurant and Retailers Association held their annual convention last week in Homer and are working diligently to keep Title IV at bay; they have been successful over the last year in doing so. If passed it will be a detriment to our

community since Homer has 12 public convenience liquor licenses out of the State's overall 57.

B. Bid Report

CITY ATTORNEY REPORT

COMMITTEE REPORT

- A. Employee Committee Report
- B. Public Safety Building Review Committee
- C. Americans with Disabilities Act Compliance Committee

Councilmember Aderhold announced the committee member opening.

PENDING BUSINESS

- A. **Resolution 16-054**, A Resolution of the City Council of Homer, Alaska, Amending the City of Homer Fee Schedule to Implement a New Graduated Harbor Moorage Rate Structure. Port and Harbor Director/Port and Harbor Advisory Commission. Public Hearing June 13, 2016. Postponed to September 26, 2016 for Second Public Hearing.

Memorandums 16-084 and 16-101 from Port and Harbor Director as backup.
Memorandum 16-152 from City Clerk as backup.

Motion on the floor from May 23: MOVED TO ADOPT RESOLUTION 16-054 BY READING OF TITLE ONLY.

Council expressed appreciation to the Port and Harbor Advisory Commission for the time and effort they expended on moorage rates.

Councilmember Reynolds thinks this is a middle ground and doesn't know if there is one plan that will make everyone content.

Councilmember Stroozas knows it is a serious and contentious issue. To do nothing would be irresponsible. Although this may not be the best solution, it resolves some issues. Moorage rates can always be visited at some point in the future.

Councilmember Lewis acknowledged the time and effort of the commission and Bob Howard's rebuttal. Fair and equitable is an arbitrary term. Large vessels don't use fish

cleaning stations, some owners don't use the bathrooms, and small vessel owners' fees are going for the ice house and cranes they don't use. We need a harbor reserve because we have an aging infrastructure and replacements are needed. Large boat owners employ a segment of our community with marine trades and we don't know how much small boat owners contribute. The harbor has a finite size and we can only fit so many boats in. He has a small boat and is thankful for the harbor and a place to keep it. Finding a compromise is difficult; one that is fair and equitable is impossible.

Councilmember Smith knows there are a wide variety of users in the harbor and we don't want to exclude users because they don't provide enough revenue or they are not a certain class of boats. Nobody wants to see a rate increase, but we have to have something in place to maintain the infrastructure and replacements. The moorage rates are a change in the right direction and we can revisit over time and tweak as necessary.

Councilmember Aderhold agreed it is a step forward. We will need to revisit and make adjustments if needed. She appreciates that our harbormaster, staff, and port and harbor commission are proactive in maintenance.

Councilmember Erickson knows the commission has struggled and hashed through a lot of discussion. It is not a perfect fix, but if it doesn't work we can revisit it.

Councilmember Reynolds cautioned Council against saying it is a temporary fix. The plan is for the rates to increase gradually over the years. We don't want to give false hope that we will revisit moorage rates since it is a long term plan.

VOTE: YES. SMITH, ADERHOLD, REYNOLDS, STROOZAS, ERICKSON

VOTE: NO. LEWIS.

Motion carried.

NEW BUSINESS

- A. **Memorandum 16-172**, from City Clerk, Re: Selection/Appointment of Mayor Pro Tempore for 2016/2017.

Mayor Zak called for a motion for the approval of the recommendations of Memorandum 16-172.

LEWIS/REYNOLDS – SO MOVED.

Councilmember Reynolds expressed an interest in the position.

STROOZAS/LEWIS – MOVED TO NOMINATE CATRIONA REYNOLDS AS MAYOR PRO TEM FOR 2016/17.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

In the seat selection for the next year Council chose to remain where seated.

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

Motion carried.

B. **Memorandum 16-170** from Mayor Zak, Re: Appointment of Sue Fallon to the Library Advisory Board and Justin Arnold to the Planning Commission.

After careful review, Councilmember Lewis saw that Justin Arnold's application contained more information than just listing his fishing boat. He may need to attend some of the meetings telephonically due to his fishing schedule.

Councilmember Stroozas noted the Planning Commission is not allowed to attend meetings telephonically. The commission has quasi-judicial rulings and the City Attorney deemed it is not appropriate.

Justin Arnold stated he is a commercial fisherman in Bristol Bay and is not available for most of the summer. It is his income and living.

Councilmember Stroozas said the commission just has one meeting in July and it is not uncommon to miss a couple of meetings. You advise the chair in advance that you are not able to attend the meeting. It has not been an issue.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.¹

Motion carried.

¹ Council did not make a motion to approve Memorandum 16-170, but the intent was clear with a unanimous vote.

RESOLUTIONS

- A. **Resolution 16-106**, A Resolution of the Homer City Council Designating Signatories of City Accounts and Superseding Any Previous Resolution So Designating. City Manager.

Mayor Zak called for a motion for the adoption of Resolution 16-106 by reading of title only.

LEWIS/REYNOLDS – SO MOVED.

STROOZAS/ERICKSON - MOVED TO AMEND TO ADD CATRIONA REYNOLDS AS MAYOR PRO TEMPORE.

There was no discussion.

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

Motion carried.

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

Motion carried.

- B. **Resolution 16-111**, A Resolution of the Homer City Council Giving Direction to the City Manager to Reject/Accept the Proposal to Consolidate 911 Dispatch Services With the Kenai Peninsula Borough. Mayor.

Mayor Zak called for a motion for the adoption of Resolution 16-111 by reading of title only.

LEWIS/REYNOLDS – SO MOVED.

LEWIS/REYNOLDS - MOVED TO AMEND TO STRIKE “ACCEPT” FROM ALL PORTIONS OF RESOLUTION 16-111.

Councilmember Smith appreciates what the City has done, but there are some questions to answer yet before we disregard the consolidation idea. Jayne Probst testified with some emotion to her investment in the dispatch positions and the value to the City. Dispatch at South Peninsula is just as invested and borough residents will be no less dedicated. We need forward thinking instead of being entrenched in what we have done in the past. When we can

embrace the idea of change we can make meaningful decisions. The idea of change is fear based and if we make decisions through emotion, it will murky the water. We have to be willing and prepared to make difficult decisions. We need to get the PERS termination information, find out if we can resolve local knowledge transfer, and see if the Borough will be able to use our system with theirs. If Council cannot have the political will to move forward we will be stuck.

Councilmember Reynolds called it a break even proposition, or we might even spend a little more money. She doesn't see how it would change over the long term. We haven't been convinced this is a beneficial move forward. It would be nice to have more information about PERS, but it looks like the Borough is looking for a yes commitment before they explore details further.

Councilmember Stroozas feels that change is inevitable, and he has always been taught to embrace it. We have some important things to think about. The City Manager and Police Chief have expressed their opinions. The Borough and City are scrambling for every dime to save money. In what he has read and learned from other folks, he is not so sure it will save us money. He talked with the dispatchers today; the means of local knowledge is more than just knowing the local geography and landmarks. More study and time is warranted before we make the decision.

Councilmember Erickson suggested postponing the idea until we see what happens at the state level. It feels like we are pushing ahead too fast. It is safer to keep dispatch here until we see the state laws.

Councilmember Smith said we are looking at building a new police facility. If we get to the point where the consolidation is comfortable, the building does not need to include a dispatch center. The \$77,000 savings grows beyond that in construction of a building. He questioned the overtime for dispatchers of \$94,000 in the proposed 2017 budget. It is almost a double increase when they say they are fully staffed.

Councilmember Lewis commented the consolidation means 4.5 jobs will disappear and we will save \$77,000. We then have to hire one or two administrative assistants at the police department to cover the paperwork that dispatchers are doing and some other duties when dealing with female prisoners.

Councilmember Aderhold is interested in postponing the resolution until we know more about the PERS study. She has concerns that the proposal will increase costs.

Asked about the \$94,000 budgeted for overtime, Police Chief Robl said he did not request an increase in the overtime budget. The Finance Director may have added it.

Finance Director Li clarified the overtime budget is based on the last three years of overtime; it is an average amount for overtime over the last three years.

City Manager Koester told Council we have been working on the consolidation idea since March and it has consumed a large amount of time. The employees are nervous and if we don't provide direction we run the risk of losing employees.

VOTE: (amendment) YES. REYNOLDS, LEWIS, STROOZAS

VOTE: NO. ADERHOLD, SMITH, ERICKSON

Mayor Zak broke the tie with a YES vote.

Motion carried.

REYNOLDS/LEWIS – MOVED TO AMEND TO DELETE OPTION 2 FROM THE RESOLUTION; THAT WOULD BE LINES 29 AND 30.

VOTE: (amendment) YES. LEWIS, REYNOLDS, STROOZAS, ADERHOLD

VOTE: NO. ERICKSON, SMITH

Motion carried.

VOTE: (main motion as amended) YES. STROOZAS, REYNOLDS, LEWIS, ADERHOLD

VOTE: NO. ERICKSON, SMITH

Motion carried.

C. **Resolution 16-112**, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Terminal Tariff No. 600 to Implement a New Graduated Harbor Moorage Rate Structure. Port and Harbor Director/Port and Harbor Advisory Commission.

REYNOLDS/STROOZAS – MOVED TO ACCEPT RESOLUTION 16-112.

REYNOLDS/LEWIS - MOVED TO POSTPONE THIS TO NOVEMBER 21ST FOR A PUBLIC HEARING.

There was no discussion.

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

Motion carried.

- D. **Resolution 16-110**, A Resolution of the City Council of Homer, Alaska, Adding Tract 2-A Waddell Park Subdivision 1985 Replat to the City of Homer Land Allocation Plan as a Lot Available for Sale and Authorizing the City Manager to Proceed With a Request for Proposal. City Manager.

Mayor Zak called for a motion for the introduction of Resolution 16-110.

LEWIS/REYNOLDS – SO MOVED.

Councilmember Stroozas noted the property is directly behind the post office that the City owns due to the Waddell Way extension. It is a little over two acres. We may want to hold off on selling it since it could be an alternative site for a new public safety building.

STROOZAS/REYNOLDS - MOVED TO AMEND TO POSTPONE THIS TO A FUTURE MEETING, PENDING THE OUTCOME OF INVESTIGATION OF THE FEASIBILITY FOR ANOTHER BUILDING BUILT ON THAT ON BEHALF OF THE CITY (180 DAYS).

Councilmember Smith agreed since the public is looking for something more scalable to our budget. It is a perfect spot that falls outside the flood zone and there are several pathways out of there.

Asked by Councilmember Reynolds if the lot was considered for the public safety building, City Manager Koester said the committee looked at lots in that area. A 4-acre minimum is needed for ingress/egress. She is happy to add the memo as part of her report for the next meeting. Asked by Councilmember Lewis if we will know at the next council meeting if this is a feasible lot, City Manager Koester answered she will provide information from the committee.

Councilmember Smith said we don't need to wait until the next meeting to make a determination. The property is not big enough to make a campus. There is so much space available in the HERC that is unusable, and we can't put key indicators in the HERC. He questioned if we were married to having the HERC as part of the building. We have to scale

down to get a yes vote so need to come up with an option B. We have to rethink the idea that we need a campus on a prime piece of property.

Councilmember Reynolds said postponing is not necessarily what we need to do. We need to re-task the Public Safety Building Review Committee with exploring this area as a police station.

VOTE: (postponement) NO. SMITH, REYNOLDS, LEWIS, STROOZAS, ADERHOLD, ERICKSON

Motion failed.

The Land Allocation Plan is reviewed in the spring.

E. **Resolution 16-107**, A Resolution of the Homer City Council Recognizing Our Duty to Safeguard the Vitality of Ecosystems. Lewis.

Mayor Zak called for a motion for the adoption of Resolution 16-107 by reading of title only.

STROOZAS/LEWIS – SO MOVED.

LEWIS/REYNOLDS - MOVED TO POSTPONE TO OUR MEETING IN DECEMBER.

There was no discussion.

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

Motion carried.

COMMENTS OF THE AUDIENCE

Scott Adams, city resident, expressed concerns about the failure of Resolution 16-111 since the Borough just gave their presentation today. He would like to see the number of calls first. He commented on changing the hours for Jack Gist Park to accommodate one house that borders the park.

COMMENTS OF THE CITY ATTORNEY

City Attorney Wells was not present.

COMMENTS OF THE CITY CLERK

City Clerk Johnson announced the record number of 142 voters today. Absentee/in-person voting continues through Election Day on November 8th.

COMMENTS OF THE CITY MANAGER

City Manager Koester thanked Council for engaging in a very involved meeting and complimented Mayor Zak on doing a fine job on his first meeting out of the gate.

COMMENTS OF THE MAYOR

Mayor Zak announced the Vic Fischer public lecture tomorrow night at Kachemak Bay Campus. He congratulated Mayor Pro Tempore Reynolds and welcomed Councilmembers Stroozas and Erickson. He thanked Council for a wonderful meeting that required tough decisions and everyone's comments.

COMMENTS OF THE CITY COUNCIL

Councilmember Stroozas said it was a very intense and interesting first meeting. The body will work very well for the citizens of Homer and he is glad to be a part of it.

Councilmember Erickson said it was an interesting day that included a tour of the Police Department. She would like to see everything stay in Homer and nothing move out, but wants to see a little bigger picture and know more. It was an interesting meeting that she enjoyed.

Councilmember Aderhold is looking forward to being back in her chair at the next meeting. She encouraged everyone to vote and keep up our trend.

Councilmember Smith is encouraged to know voter turnout is already doing well. If this election won't get people out of their seats to vote he doesn't know what would. He encouraged everyone to vote. He congratulated Councilmembers Stroozas and Erickson, telling them it takes courage to step forward and it is not always easy. He praised Coach Steyer and the young men and women who won the state championship. He appreciates Coach Steyer's good work with the young people who will benefit the community by living and raising their families here. Go Cubs!

Councilmember Lewis commented on the concerns about Jack Gist Park. The discussion has been going on for the last 4 to 5 years and is not just from one of the neighbors who has lived there before the park was built. PARCAC met with him and the disc golf people and recommended closing the park at 10 p.m. In the next year the disc golf organization is looking at a large parcel of land by Jack Gist that is for sale. Getting it would allow for a better location for disc golf to improve on the size of the park.

Councilmember Reynolds thanked Council for their faith in her as the pro tem. She is excited to have the opportunity to lead meetings when Mayor Zak is not able to be here. She congratulated the cross country team. Her son is on the team, but was not here due to an injury. She has seen their dedication and time management skills. Several of the team members were sworn into the national honor society too. Homer has an amazing set of athletic scholars that hold each other up. She went to the Spit yesterday to see the final pegs pounded into the timber frame. It was built with grant money and Council added a small amount to make the grant possible. The new structure is located near the Kachemak Bay Water Trail. Last week she attended the election conversation about having people more engaged and informed. It was a fascinating conversation with high school and college students participating. She announced a fundraiser for the Mariner Soccer Team on Sunday at the high school. It will be a potluck and donations. There will also be a bike event at Diamond Creek recreation area from 11 a.m. to 4 p.m. on Sunday on the first completed mile of trail.

Mayor Zak announced the Haunted Hickory event on Thursday. Admission requires two cans of food.

ADJOURNMENT

There being no further business to come before the Council, Mayor Zak adjourned the meeting at 9:17 p.m. The next Regular Meeting is Monday, November 21, 2016 at 6:00 p.m., Committee of the Whole 5:00 p.m., and Worksession 4:00 p.m. A Worksession is scheduled for Wednesday, November 9, 2016 from 4:00 to 7:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, MMC, CITY CLERK

Approved: _____

ORDINANCE REFERENCE SHEET
2016 ORDINANCE
ORDINANCE 16-56

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.08.100 to Clarify That the Mayor Retains the Right to Cast a Tie-Breaking Vote Even When Attending a Council Meeting Telephonically and Amending HCC 2.08.120 to Permit Council Members to Participate in More Than Three Meetings Telephonically Where Otherwise Permitted by the Homer City Code.

Sponsor: Mayor

1. Council Regular Meeting November 21, 2016 Introduction

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

3 Mayor

4 **ORDINANCE 16-56**
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING HOMER CITY CODE 2.08.100 TO CLARIFY THAT THE
8 MAYOR RETAINS THE RIGHT TO CAST A TIE-BREAKING VOTE
9 EVEN WHEN ATTENDING A COUNCIL MEETING TELEPHONICALLY
10 AND AMENDING HCC 2.08.120 TO PERMIT COUNCIL MEMBERS TO
11 PARTICIPATE IN MORE THAN THREE MEETINGS
12 TELEPHONICALLY WHERE OTHERWISE PERMITTED BY THE
13 HOMER CITY CODE.
14

15 WHEREAS, The participation of all members of the City Council and the Mayor in City
16 Council meetings is ideal; and
17

18 WHEREAS, It is in the City Council's best interest to adopt local laws that encourage
19 and enable Council members to participate in as many meetings as possible, even when they
20 cannot attend in person; and
21

22 WHEREAS, The Mayor Pro Tem retains his or her right to vote as a Council member
23 despite taking on the Mayor's ceremonial duties in the Mayor's absence and thus it is
24 essential that the Mayor retain his or her right to cast the tie-breaking vote at all Council
25 meetings he or she attends, even if his or her attendance is telephonic.
26

27 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
28

29 Section 1. Section 2.08.100 is amended to read as follows:
30

31 a. This section through HCC 2.08.120 govern the telephonic participation of
32 the Mayor and members of the Council at all meetings of the City Council,
33 including all other bodies that are comprised of the Mayor and members of the
34 Council, such as, but not limited to, the Board of Adjustment and an Ethics
35 Board.
36

37 b. The preferred procedure for City Council meetings is that the Mayor and all
38 Council members should be physically present at the designated time and
39 location within the City for the meeting. However, physical presence may be
40 waived and the Mayor and any member(s) may participate in a Council meeting
41 by teleconference, subject to the procedures and limitations provided in this
42 section through HCC 2.08.120.

c. A person participating by teleconference shall, while actually on the teleconference, be deemed to be present at the meeting for all purposes. The person shall make every effort to participate in the entire meeting.

d. If the Mayor participates telephonically, **the Mayor may vote telephonically to break a tie as permitted in Section 2.08.040(h), but** the Mayor Pro Tem, or the senior Council member in the Mayor Pro Tem's absence, shall preside over and perform all **other** functions of the Mayor at the meeting.

e. "Teleconferencing" means a means used for remote participation by an official for a meeting of the City Council which must enable the remote official, for the duration of the meeting, to clearly hear the Mayor, all Council members, the City Clerk and public testimony and to be clearly heard by the Mayor, all Council members, the City Clerk and the public in attendance.

Section 2. Section 2.08.120 shall be amended to read as follows:

a. All Council members and the Mayor should make all reasonable effort to be physically present for every meeting. Teleconference procedures may not be used as a regular means of attendance at meetings.

b. Participation by teleconference may be denied whenever the physical presence of the individual is considered essential to effective participation in the meeting or to the proper conduct of the business to be addressed at the meeting.

c. If teleconferencing is denied the individual will be listed as absent.

~~d. Each Council member and the Mayor may attend a maximum of three City Council meetings by teleconference during the 12-month period commencing November 1st each year.~~

~~e. Each Council member and the Mayor may attend additional teleconferences as a special exception if expressly approved for good cause in each instance by a vote of the Council. Good cause may include, but is not limited to, absence required for extended medical care needed for the individual or the individual's immediate family.~~

df. No Council member or the Mayor shall attend by telephonic means:

1. An executive session of the City Council.

2. A hearing on an ethics charge under Chapter 1.18 HCC.

Section 3. This ordinance shall take effect upon its adoption by the Homer City Council.

Section 4. This ordinance is of a permanent and general character and shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

Mary K. Koester, City Manager

Holly C. Wells, City Attorney

Date: _____

Date: _____

Fiscal Note: NA

ORDINANCE REFERENCE SHEET
2016 ORDINANCE
ORDINANCE 16-57

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 21.95.060 and Homer City Code 21.95.070 to Require the Homer Advisory Planning Commission to Review Amendments to Title 21 or the Official Zoning Map Before Such Amendments are Adopted by City Council But Not Necessarily Before Such Amendments are Submitted to City Council for Review.

Sponsor: City Manager

1. Council Regular Meeting November 21, 2016 Introduction

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 16-57

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE 21.95.060 AND HOMER CITY CODE 21.95.070 TO REQUIRE THE HOMER ADVISORY PLANNING COMMISSION TO REVIEW AMENDMENTS TO TITLE 21 OR THE OFFICIAL ZONING MAP BEFORE SUCH AMENDMENTS ARE ADOPTED BY CITY COUNCIL BUT NOT NECESSARILY BEFORE SUCH AMENDMENTS ARE SUBMITTED TO CITY COUNCIL FOR REVIEW.

WHEREAS, Homer City Council highly values recommendations made by the Homer Advisory Planning Commission ("Commission") on all ordinances proposing changes to Title 21 entitled "Zoning and Planning"; and

WHEREAS, The Council is dedicated to preserving the Commission's role in reviewing all ordinances changing Title 21 while also permitting Council greater flexibility regarding when and to what extent Council discusses proposed changes to Title 21; and

WHEREAS, It is in the City's best interest to clarify within Title 21 that while the Commission must review any change to Title 21 before it is adopted, Council has authority to consider and review proposed changes to Title 21 concurrently with and even prior to submittal of such changes to the Commission.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Section 21.95.060 is amended to read as follows:

- a. The Planning Commission shall review each proposal to amend this title or to amend the official zoning map before it is **adopted by**~~submitted to~~ the City Council.
- b. Within 30 days after determining that an amendment proposal is complete and complies with the requirements of this chapter, the Planning Department shall present the amendment to the Planning Commission with the Planning Department's comments and recommendations, accompanied by proposed findings consistent with those comments and recommendations.
- c. The Planning Department shall schedule one or more public hearings before the Planning Commission on an amendment proposal, and provide public notice of each hearing in accordance with Chapter 21.94 HCC.

d. After receiving public testimony on an amendment proposal and completing its review, the Planning Commission shall submit to the City Council its written recommendations regarding the amendment proposal along with the Planning Department's report on the proposal, all written comments on the proposal, and an excerpt from its minutes showing its consideration of the proposal and all public testimony on the proposal.

Section 2. Section 21.95.070 is amended to read as follows:

~~After receiving the recommendations of the Planning Commission regarding an amendment proposal, the City Council shall consider an the amendment proposal~~ **to this title** in accordance with the ordinance enactment procedures in the Homer City Code **but shall not adopt an amendment proposal under this title without considering the recommendations of the Planning Commission regarding an amendment proposal. When City Council is considering an amendment proposed by the Planning Commission, t**~~The~~ City Council may adopt the proposed amendment as submitted or with amendments, or reject the proposed amendment.

Section 3. This ordinance shall take effect upon its adoption by the Homer City Council.

Section 4. This ordinance is of a permanent and general character and shall be included in the City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this _____ day of _____, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

84 YES:

85 NO:

86 ABSTAIN:

87 ABSENT:

88

89

90

91 First Reading:

92 Public Hearing:

93 Second Reading:

94 Effective Date:

95

96 Reviewed and approved as to form.

97

98

99 _____
Mary K. Koester, City Manager

Holly C. Wells, City Attorney

100

101 Date: _____

Date: _____

102

103

104 Fiscal Note: NA

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

3 City Manager/
4 Port and Harbor Director

5 **RESOLUTION 16-114**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, IN
8 SUPPORT OF FULL FUNDING FOR THE STATE OF ALASKA HARBOR
9 FACILITY GRANT PROGRAM IN THE FY 2018 STATE CAPITAL BUDGET.
10

11 WHEREAS, The majority of the public boat harbors in Alaska were constructed by the
12 State in the 1960's and 1970's and serve as critical transportation links and the hubs for
13 waterfront commerce and economic development in Alaskan coastal communities; and
14

15 WHEREAS, These harbor facilities are ports of refuge and areas for protection for
16 ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal
17 Alaskan communities; and
18

19 WHEREAS, Over the past 30 years the State of Alaska has transferred ownership of
20 most of these State-owned harbors to local municipalities with many of these harbor facilities
21 in poor condition due to failure to keep up with maintenance; and
22

23 WHEREAS, When local municipal harbormasters formulated their annual harbor
24 facility budgets they inherited a major financial burden that their local municipal
25 governments could not afford; and
26

27 WHEREAS, In response to this financial burden, the Governor and Alaska Legislature
28 passed legislation supported by the Alaska Association of Harbormasters and Port
29 Administrators (AAHPA) to create the Harbor Facility Grant Program, AS 29.60.800; and
30

31 WHEREAS, The AAHPA endorses the Department of Transportation and Public
32 Facilities administrative review process to review, score, and rank applicants to the Harbor
33 Facility Grant Program since State funds may be limited; and
34

35 WHEREAS, For each harbor facility grant application these municipalities have
36 committed to invest 100% of the design and permitting costs and 50% of the construction
37 cost; and
38

39 WHEREAS, The municipalities of the City of Kake, the City of Ketchikan, the City and
40 Borough of Sitka, the Municipality of Skagway, the City of Valdez, and the City and Borough of
41 Wrangell have offered to contribute \$18,160,055 in local match funding for FY2018 towards

seven harbor projects of significant importance locally as required in the Harbor Facility Grant Program; and

WHEREAS, Completion of these harbor facility [projects is all dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

WHEREAS, During the last ten years the Municipal Harbor Facility Grant Program has only been fully funded twice, creating a backlog of projects necessary to repair and replace these former State-owned harbors in excess of \$100,000,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, by this Resolution, urges full funding in the amount of \$18,160,055 by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2017 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

PASSED and ADOPTED by the City Council of Homer, Alaska this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER
HOMER, ALASKA**

City Clerk/
PARC Advisory Commission

RESOLUTION 16-115

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
APPROVING AND ACCEPTING THE DONATION OF A CERAMIC TILE
PAINTING TITLED 'HUSKY STAR' BY HOMER MIDDLE SCHOOL ART
STUDENTS TO BE PLACED AT CITY HALL.

WHEREAS, Art students at Homer Middle School would like to donate a ceramic tile
painting titled 'Husky Star' to the City; and

WHEREAS, 'Husky Star' is a ceramic tile painting by art students at Homer Middle
School; and

WHEREAS, The ceramic tile painting is fitting to be displayed at City Hall where it will
be viewed by many patrons.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves
and accepts the donation of a ceramic tile painting titled 'Husky Star' from the art students at
Homer Middle School to be placed at City Hall.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

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(p) 907-235-3130

(f) 907-235-3143

Memorandum 16-181

TO: MAYOR ZAK AND HOMER CITY COUNCIL

FROM: PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION

THRU: RENEE KRAUSE, CMC, DEPUTY CITY CLERK

DATE: OCTOBER 31, 2016

SUBJECT: RECOMMENDATION TO APPROVE THE DONATION OF ART

The following application was submitted by Linda Rourke for a work created by former Homer Middle School students that was modeled after the 1% for Art Program. This tile work hung for many years at the Homer Middle School but now requires a new home. The City currently has an appropriate place to display the large piece where many residents and visitors will be able to view it. This space is currently occupied by a piece of artwork on loan from the Bunnell Art Gallery and is located in the upstairs lobby in front of the elevator.

The work falls within the guidelines established and would be an appropriate and fitting addition to the City of Homer Municipal Art Collection.

The Parks, Art, Recreation & Culture Advisory Commission reviewed and approved the donation at their October 20, 2016 regular meeting.

Recommendation

Approve the recommendation to include the work of art entitled Husky Star by former Homer Middle School Students into the City of Homer Municipal Art Collection.



MUNICIPAL ART COLLECTION GIFT PROPOSAL APPLICATION

PLEASE TYPE OR PRINT CLEARLY AND MAKE YOUR RESPONSES COMPLETE AND THROUGH.

DATE September 13, 2016
CONTACT PERSON Linda S. Rourke TITLE _____
ORGANIZATION IF APPLICABLE _____
ADDRESS 1691 Hillside Place CITY Homer STATE AK ZIP 99603
PHONE 235-1222 FAX _____ CELL 299-0415 (*)
EMAIL lsrouke@xyz.net

TELL US WHY YOU WISH TO DONATE THIS ARTWORK TO THE CITY OF HOMER?

It was created by a class of middle school students (Homer Middle School) and was designed to be publicly displayed.
Homer Middle School no longer has a need for it.

PROPOSED ARTWORK

TITLE OF ARTWORK Husky Star
ARTIST(S) NAME Art class of Homer Middle School (Linda Rourke)
YEAR COMPLETED _____ DIMENSIONS 54" wide x 36" tall (Abna Iredale)
MATERIALS USED TO CREATE ARTWORK Ceramic tiles, glazed and mounted on plywood.

PHYSICAL DESCRIPTION OF THE PROPOSED PIECE-

See above ; see photo

NARRATIVE DESCRIPTION OF THE PROPOSED ARTWORK - TELL US THE STORY BEHIND THE PIECE OR SIGNIFICANCE -

Students at HMS designed and proposed art work modeled off the 1% for art model/art in public places.
After a field trip to Anchorage (airport, Egan Center, schools) to view 1% for art installations, they returned to Homer and each submitted a "proposal" for a piece of Public Art. A committee reviewed the proposals and selected pieces to be executed.
This was one of the "selected" pieces.

IS THE PROPOSED PIECE ONE OF A KIND? yes IS THE PIECE PART OF A SERIES, LIMITED OR OTHERWISE? no
IF SO, AN EDITION OF HOW MANY? _____ IS THE PIECE COMPLETED? yes IF NOT WHEN IS THE
EXPECTED COMPLETION DATE? _____
WHAT IS THE CURRENT CONDITION OF THE PIECE? excellent

PROPOSED SITE OR LOCATION

DO YOU HAVE A SITE(S) IN MIND FOR THE PLACEMENT OF THE ARTWORK? IF SO WHERE? any indoor location (not grouted for outdoors)
preferably where many people would view
IS THIS A CITY OWNED PROPERTY IF NOT WHO OWNS THE PROPERTY? _____

N/A

WHAT IS THE RATIONALE FOR SELECTING THIS/THESE LOCATION(S)? _____

N/A

ARE YOU AWARE OF ANY PERMITS OR PERMISSIONS THAT MAY BE REQUIRED? _____

N/A

TECHNICAL SPECIFICATIONS

DESCRIBE HOW THE ARTWORK IS CONSTRUCTED OR MADE. PLEASE INCLUDE ANY DOCUMENTATION AT THE END OF
THIS APPLICATION. Ceramic tiles were glazed & fired. Tiles

were secured to a backing, grouted and framed.

HOW IS THE ARTWORK TO BE PROPERLY INSTALLED? has a hanger - it was hung
in the school on a concrete wall.

DOES THE PIECE REQUIRE ELECTRICITY, PLUMBING OR OTHER UTILITY HOOKUPS? no

WHO WILL BE INSTALLING THE ARTWORK? ?

(Borough Maintenance installed it at the school)

WHAT IS THE EXPECTED LIFETIME AND STAYING POWER OF THE MATERIALS USED IN CREATING THE PIECE? _____

a hundred years ?

WHAT MAINTENANCE IS REQUIRED AND HOW OFTEN? no

PLEASE IDENTIFY ANY SPECIFIC MAINTENANCE PROCEDURES AND OR EQUIPMENT AND THE ASSOCIATED COSTS: _____

none

WHAT PRECAUTIONS HAVE BEEN TAKEN TO GUARD AGAINST VANDALISM IF ANY? _____

it is durable

WHAT STEPS HAVE BEEN TAKEN TO ASSURE THIS PIECE WILL NOT PRESENT A SAFETY HAZARD? _____

not a problem

BUDGET

PROJECT MANAGEMENT FEES	\$ _____	N/A	INSURANCE	\$ _____
ARTIST'S FEES	\$ _____		UTILITY HOOKUP	\$ _____
PURCHASE PRICE	\$ _____		DELIVERY	\$ _____
PERMITS	\$ _____		INSTALLATION	\$ _____
STRUCTURAL ENGINEERING	\$ _____		SIGNAGE	\$ _____
SITE PREPARATION	\$ _____		RECOGNITION	\$ _____
OTHER COSTS NOT LISTED	\$ _____	DESCRIPTION _____		

DATE PIECE WAS LAST APPRAISED? _____

WHAT IS THE VALUE OF THE PIECE OR ESTIMATED MARKET VALUE IF NO APPRAISAL WAS DONE? _____

TIMELINE

WHAT IS THE TIMELINE FOR THE COMPLETION OR INSTALLATION OF THE PIECE? IDENTIFY THE DIFFERENT STAGES AND DATE GOALS TO PREPARE THE PIECE FOR DONATION _____

N/A

RESTRICTIONS

ARE THERE ANY KNOWN COVENANTS, REQUIREMENTS OR RESTRICTIONS THAT COME WITH THE PIECE? no

WHAT EXPECTATIONS DO YOU HAVE FOR THE CITY OF HOMER IN ACCEPTING THIS ARTWORK?

displayed publicly, indoors

COMMUNITY INVOLVEMENT

WAS THERE ANY COMMUNITY OR USER INVOLVEMENT IN SELECTING THE RECOMMENDED LOCATION? no

PLEASE INCLUDE ANY LETTER(S) OF SUPPORT FOR THE PROJECT OR PROPOSED DONATION.

APPLICANT MUST SUBMIT THE FOLLOWING SUPPORTING DOCUMENTATION WITH THIS APPLICATION.

_____ AN RESUME OR BIO FROM THE ARTIST WHO CREATED OR WILL CREATE THE ARTWORK.

_____ FIVE TO TEN IMAGES OF PAST WORK FROM THE ARTIST. THESE CAN BE PHOTOGRAPHS.

X _____ THREE TO FIVE CLEAR IMAGES OF THE PROPOSED ARTWORK

_____ SCALE DRAWING/MODEL OF THE PROPOSED ARTWORK

_____ IF YOU HAVE A SITE(S) IN MIND PLEASE INCLUDE PHOTO AND DESCRIPTION OF THE SITE(S) AND A SCALED DRAWING OF THE PROPOSED ARTWORK IN THE RECOMMENDED LOCATION.

_____ A COPY OF A FORMAL APPRAISAL IF AVAILABLE

_____ TECHNICAL SPECIFICATIONS, MAINTENANCE MANUAL OR DRAWINGS/RECOMMENDATION FROM STRUCTURAL ENGINEER.

APPLICATIONS ARE TO BE SUBMITTED TO:

THE CITY OF HOMER

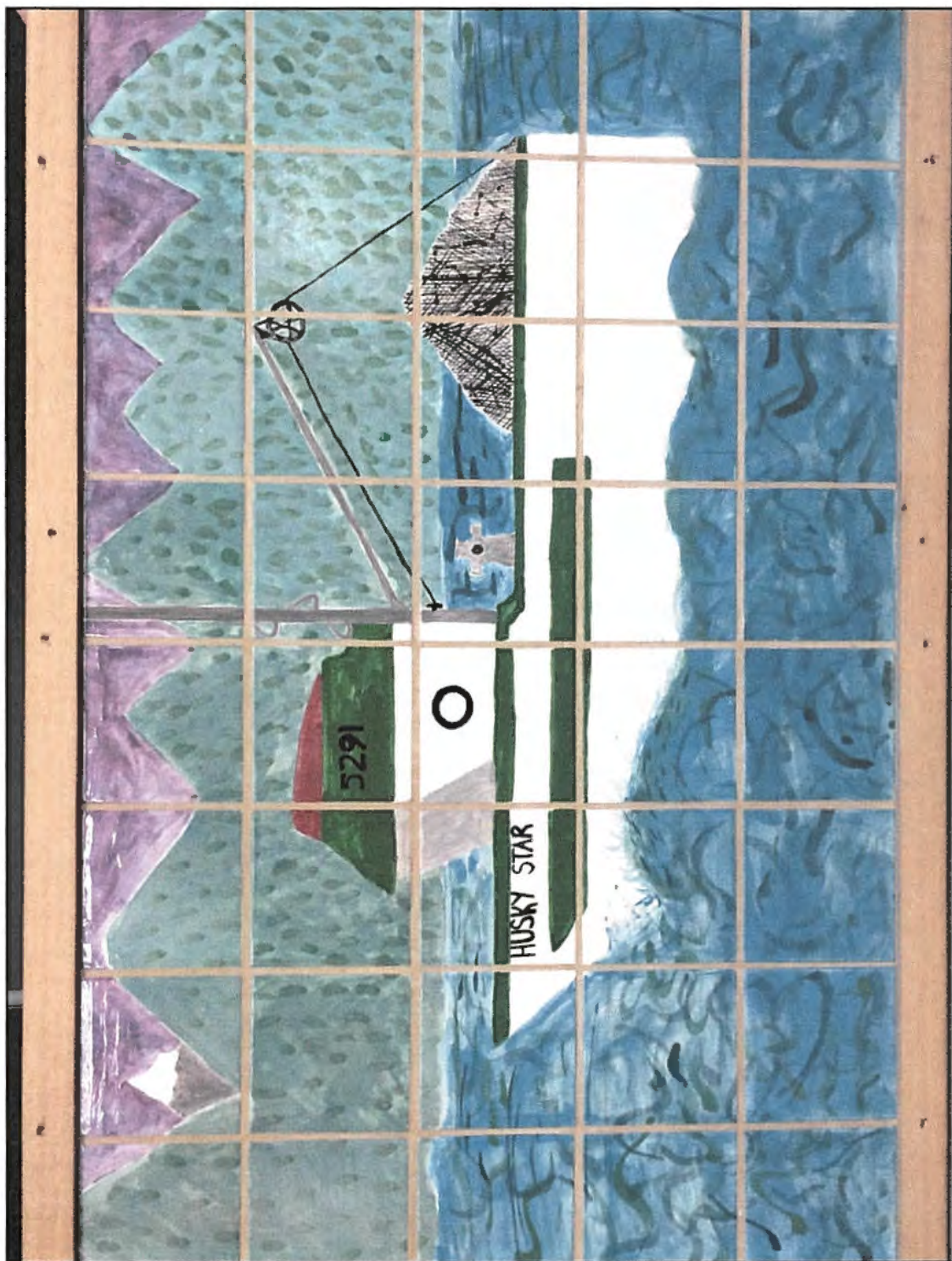
CITY CLERKS OFFICE

491 E. PIONEER AVENUE

HOMER, AK 99603

OR YOU MAY SUBMIT VIA FAX AT 907-235-3143 TO SUBMIT VIA EMAIL PLEASE SEND TO clerk@ci.homer.ak.us

IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CONTACT THE CLERK'S OFFICE AT 235-3130.



**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 16-116

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING AN ASSIGNMENT OF LEASE FOR BOB'S TROPHY CHARTERS ON TRACT 1-B AND AWARDING TODD STRAND, DBA BOB'S TROPHY CHARTERS, A TWENTY-YEAR LEASE WITH TWO, FIVE-YEAR OPTIONS FOR TRACT 1-B, FISHING HOLE SUBDIVISION NO. 2, WITH AN ANNUAL BASE RENT OF \$6,256.80, AND AUTHORIZING THE CITY MANAGER TO MOVE FORWARD WITH LEASE NEGOTIATIONS AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, David and Diane Morris, long-time owners of Alaska High Hopes – Bob's Trophy Charters, have reached a tentative agreement to sell the building and business to Mr. Todd Strand, who wishes to continue operating Bob's Trophy Charters as a fishing charter business on the Homer Spit; and

WHEREAS, Per Chapter 13.3 of the City's Lease Policies and Procedures, Mr. Strand has submitted a new lease application form with his proposal and lease assignment request to the City of Homer for a new, twenty-year lease in order to complete the business sale and obtain the necessary financing; and

WHEREAS, The City Administration, the Lease Advisors, and the Port and Harbor Advisory Commission have reviewed the application and proposal and found it to be complete and responsive; and

WHEREAS, Mr. Strand has provided sufficient information to the City to show that Bob's Trophy Charters is being sold to a responsible party and is able to continue operating it as a viable fishing charter business; and

WHEREAS, The Lease Advisors and the Port and Harbor Advisory Commission recommend to City Council that the lease assignment request be granted to Bob's Trophy Charters, and a new twenty-year lease with two, five-year options be awarded to Mr. Todd Strand, dba Bob's Trophy Charters, for Tract 1-B for the purpose of operating a fishing charter business without the parcel being advertised through the Request for Proposals process.

38 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
39 assignment of the lease on Tract 1-B to Mr. Todd Strand and that the City of Homer enter into
40 a new, twenty-year term lease with two five-year options to renew with Mr. Todd Strand, dba
41 Bob's Trophy Charters, for Tract 1-B, Fishing Hole Subdivision No. 2, with a base rent of
42 \$6,256.80 per year (subject to change as determined by lease negotiations and/or ordered
43 appraisal if needed), and authorizing the City Manager to move forward with lease
44 negotiations and execute the appropriate documents.

45
46 BE IT FURTHER RESOLVED that this assignment and new lease is contingent upon any
47 outstanding zoning code violations being resolved by David and Diane Morris before the
48 completion and signing of a new lease with Mr. Strand.

49
50 PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

51
52 CITY OF HOMER

53
54
55 _____
56 BRYAN ZAK, MAYOR
57

58 ATTEST:

59
60
61 _____
62 JO JOHNSON, MMC, CITY CLERK
63

64 Fiscal Note: Base lease will be \$6,256.80 annually, subject to change as determined by lease
65 negotiations and/or ordered appraisal if needed, and is adjusted annually to keep pace with
66 the Consumer Price Index.



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 16-177

TO: MAYOR BRYAN ZAK & HOMER CITY COUNCIL
THROUGH: PORT & HARBOR ADVISORY COMMISSION
FROM: LEASE ADVISORS
DATE: NOVEMBER 2, 2016
SUBJECT: BOB'S TROPHY CHARTERS LEASE ASSIGNMENT & PROPOSAL

Port and Harbor Staff received news October 2016 from David and Diane Morris, owners of Alaska High Hopes/Bob's Trophy Charters, that they found a potential buyer for their fishing charter business. A lease proposal and request for lease assignment was received from Todd Strand October 24, 2016 wishing to enter into a new 20-year lease with the City. Both parties are wishing to finalize the business purchase before the end of this year. Attached is the business proposal, supporting letters from the Morris', and correspondence from the City to both parties regarding any outstanding zoning issues that would need to be resolved before a lease assignment/new lease could be approved.

The Lease Advisors reviewed the lease proposals at their November 1, 2016 meeting. As per the Lease Policies and Procedures, the proposal must go before the Port and Harbor Advisory Commission for recommendations and then to City Council for approval.

The Lease Advisors recommend to City Council that the lease assignment request be granted to Bob's Trophy Charters and a new long-term lease be awarded to Mr. Todd Strand, dba Bob's Trophy Charters. Mr. Strand has provided sufficient information to the City to show that Bob's Trophy Charters is being sold to a responsible party and can continue operating it as a viable fishing charter business. It was further agreed by the Lease Advisors that a new lease be awarded without the parcel being advertised through the Request for Proposals process. The assignment and new lease is contingent upon the Morris' and Mr. Strand resolving two zoning code issues, which are detailed in the attached letter dated November 2, 2016.

Below are some highlighted details of the proposed lease:

- **2.01 Lease of Property:** Tract 1-B, KPB 181-031-18, consists of 6,692 square feet.
- **3.01 Lease Term:** New term is a 20-year lease, with two 5-year extensions.
- **4.01 Base Rent:** The annual base rent will be no more than \$6,256.80 and is subject to change as determined by lease negotiations and/or if a current appraisal is needed. Rent will be subject to annual CPI increases and 5-year appraisals.

- **6.02 Required Improvements:** Proposed improvements include exterior painting of building by October 1, 2017.
- **8.01 Subleases:** At this time, there are no proposed subleases. If Mr. Strand chooses to enter into a contract with the company that currently maintains antennas on the building then he will formally request approval to sublease.

Recommendation

The City Manager and Port and Harbor Staff recommends approving Resolution 16-116, approving an assignment of lease for Bob's Trophy Charters on Tract 1-B and awarding Todd Strand, dba Bob's Trophy Charters a 20-year lease with two, five-year options for Tract 1-B, Fishing Hole Subdivision No. 2, with an annual base rent of \$6,256.80 (subject to change as determined by lease negotiations and/or ordered appraisal if needed), and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Attached: Todd Strand dba Bob's Trophy Charters Lease Proposal
Letter to Morris' & Strand's Re: Zoning Code Issues dated November 2, 2016

Fiscal Note: Bob's Trophy Charters' Annual Base Rent will be \$6,256.80, subject to change as determined by lease negotiations and/or ordered appraisal if needed; lease rate is adjusted annually per the Consumer Price Index.



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 16-180

TO: MAYOR BRYAN ZAK & HOMER CITY COUNCIL
FROM: PORT & HARBOR ADVISORY COMMISSION
DATE: NOVEMBER 14, 2016
SUBJECT: SUPPORT OF LEASE ADVISOR'S RECOMMENDATIONS TO CITY COUNCIL

Per the City of Homer's Property Management Policies, after the City's Lease Advisors have reviewed and made recommendations on Spit lease proposals or amendments, the Port and Harbor Advisory Commission shall supply their recommendations, along with Lease Advisor's, to City Council for final approval. At their special meeting on November 9, 2016, the commission reviewed the Lease Advisors' recommendations on the following lease proposals:

- Assignment of Lease for Bob's Trophy Charters on Tract 1-B and Awarding Todd Strand, dba Bob's Trophy Charters a 20-Year Lease with two, five-year options for Tract 1-B, Fishing Hole Subdivision No. 2
- Assignment of Lease for The Fish Factory on Lot 12-A1 and Awarding Seven Seas Fish Co., dba Alaskan Fish Factory a new Lease with options to Renew for Lot 12-A1, Port Industrial No. 3, and a Portion of Lot 12B, Port Industrial No. 4
- Awarding Pier One Theatre a 5-Year Lease with no options for renewal, a portion of Tract 1-A, Fishing Hole Sub No. 2
- Awarding Cooke Aquaculture, Inc. DBA Icicle Seafoods A New 20-Year Lease with two, 5-Year Options to renew for Lot 41, Homer Spit Sub Amended ADL 18009
- Awarding United States Coast Guard (USCG) a New One-Year Lease with nine, one-year options to renew for Lot 2, Homer Spit Four Sub

There was extensive discussion by the commission, the public, and parties associated with the lease proposals who were participating telephonically or in person; full discussion is available in the meeting minutes attached. The Port and Harbor Advisory Commission unanimously supported the Lease Advisor's recommendations on Resolution 16-116, Resolution 16-117, Resolution 16-118, and Resolution 16-119.

Recommendation

The Port and Harbor Advisory Commission unanimously support the Lease Advisor's recommendations, and recommend that the Homer City Council adopt the following four resolutions/leases:

- **Resolution 16-116:** Assignment of Lease for Bob's Trophy Charters and Awarding Todd Strand, dba Bob's Trophy Charters a new 20-year Lease with Options to Renew
- **Resolution 16-117:** Assignment of Lease for The Fish Factory and Awarding Seven Seas Fish Co., dba Alaskan Fish Factory a new Lease with Options to Renew
- **Resolution 16-118:** Awarding Pier One Theatre a 5-Year Lease with No Options for Renewal
- **Resolution 16-119:** Awarding USCG a New One-Year Lease with Nine, One-Year Options to Renew

Attached: Port & Harbor Advisory Commission Special Meeting Minutes dated November 9, 2016

NEW BUSINESS

- A. Assignment of Lease for Bob's Trophy Charters on Tract 1-B and Awarding Todd Strand, DBA Bob's Trophy Charters a 20-Year Lease with two, five-year options for Tract 1-B, Fishing Hole Subdivision No. 2

Harbormaster Hawkins reviewed the lease information provided in the packet.

Todd Strand, applicant, attended via telephone.

Discussion points included:

- The current lease is being terminated as there is only one year left.
- The applicant will address the sign code violation with planning and the commission encouraged to try to find a way to keep the halibut painted on the side of the building.
- There is not a sublease required for the antenna that Spit Spots has on the building because there is no compensation for the antenna to be on the roof.
- The applicant confirmed he has no plans to change the building at this time.

Chair Ulmer read the recommendation included in the memorandum:

The City Manager and Port and Harbor Staff recommends approving Resolution 16-xxx, approving an assignment of lease for Bob's Trophy Charters on Tract 1-B and awarding Todd Strand, dba Bob's Trophy Charters a 20-year lease with two, five-year options for Tract 1-B, FISHING HOLE SUBDIVISION NO. 2, with an annual base rent of \$6,256.80 (subject to change as determined by lease negotiations and/or ordered appraisal if needed), and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Chair Ulmer asked for a motion to approve the recommendation.

CARROLL/DONICH SO MOVED

There was no further discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- B. Assignment of Lease for The Fish Factory on Lot 12-A1 and Awarding Seven Seas Fish Co. DBA Alaskan Fish Factory a new Lease with options to Renew for Lot 12-A1, Port Industrial No. 3, and a Portion of Lot 12B, Port Industrial No. 4

Harbormaster Hawkins reviewed the lease information in the packet.

Chair Ulmer read the recommendation included in the memorandum:

The City Manager and Port and Harbor Staff recommends approving Resolution 16-xxx, approving an assignment of lease for The Fish Factory on Lot 12-A1 and awarding Seven Seas Fish Company, Ltd., dba Alaskan Fish Factory, Ltd. A new lease with options to renew for Lot 12-A1, PORT INDUSTRIAL NO. 3, and a Portion of Lot 12B, PORT INDUSTRIAL NO. 4, with an annual base rent of \$26,119.80

(subject to change as determined by lease negotiations and/or ordered appraisal if needed), and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Chair Ulmer asked for a motion to approve the recommendation.

STOCKBURGER/CARROLL SO MOVED

There were comments supporting the lease and encouraging as much fish processing as possible. We want the processing done here, we need the fish tax.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- C. Awarding Pier One Theatre a 5-Year Lease with no options for renewal, a portion of Tract 1-A, Fishing Hole Sub No. 2

Chair Ulmer read the recommendation included in the memorandum:

The City Manager and Port and Harbor Staff recommends approving Resolution 16-xxx, awarding Pier One Theatre a five year lease with no options for renewal, for a Portion of Tract 1-A, FISHING HOLE SUB NO. 2, with an annual base rent of \$1.00, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

In response to question about what the regular lease amount would be, Harbormaster Hawkins explained the property hasn't been appraised so he does not know what the amount would be.

The comment was made that this lease is kind of a gift from the enterprise to the city so perhaps the city would put some of the funds the enterprise gives them and return them to the enterprise to make up the difference.

ZIMMERMAN/HARTLEY MOVED TO APPROVE THE LEASE FOR PIER ONE.

There was brief discussion that arrangements can be made if an emergency arises and a vessel needs to be hauled out in the area. It was noted that when the theater is operating, the haul out area is used for camping.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- D. Awarding Cooke Aquaculture, Inc. DBA Icicle Seafoods A New 20-Year Lease with two, 5-Year Options to renew for Lot 41, Homer Spit Sub Amended ADL 18009

Chair Ulmer read the recommendation included in the memorandum:

The City Manager and Port and Harbor Staff recommends approving Resolution 16-xxx, awarding Cooke Aquaculture, Inc., dba Icicle Seafoods a 20-year lease with two, five-year options for Lot 41, HOMER SPIT SUB AMENDED ADL 18009, with an annual base rent of \$35,070.00, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Chair Ulmer asked for a motion to approve the recommendation.

CARROLL/STOCKBURGER SO MOVED

Point was raised that the lease was not included in the packet as the others were tonight. Harbormaster Hawkins confirmed this is a new lease and will be a straight ground lease just like all the others. It does not have preferential use of the cranes and they will have to address their infrastructure during negotiations. It does not include the same conditions as Icicle's original lease.

In response to questions about whether there will be processing at the location, Duff Hoyt, Icicle Seafoods Manager, explained currently they plan to put money into the existing plant to get it ready for next season. He gave a brief overview of Cooke Aquaculture and explained they are new to the Alaska salmon industry. In the long term, if the opportunity arises to pursue processing, they may want to do something. Mr. Hoyt added that Icicle has been a good customer of our local processors and looks forward to continuing that relationship going forward, and also working with our local fishing fleet.

The Commission asked if it would be timely to view the application at their next meeting on December 7th. Mr. Hoyt said he didn't think it would be an issue to wait for the next meeting, they should have the ground lease paperwork completed for them to review by then.

STOCKBURGER/ZEISET MOVED TO POSTPONE TO THEIR NEXT MEETING

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- E. Awarding United States Coast Guard (USCG) a New One-Year Lease with nine, one-year options to renew for Lot 2, Homer Spit Four Sub

Chair Ulmer reviewed the recommendation included in the memorandum:

The City Manager and Port and Harbor Staff recommends approving Resolution 16-xxx, awarding United States Coast Guard (USCG) a one-year lease with nine, one-year options for Lot 2, HOMER SPIT FOUR SUB, with an annual base rent of \$17,058.60, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents

CARROLL/HARTLEY MOVED TO APPROVE.

There was brief discussion about the terms of the Coast Guard lease.

PORT AND HARBOR ADVISORY COMMISSION
SPECIAL MEETING
NOVEMBER 9, 2016

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.



**CITY OF HOMER
PROPERTY MANAGEMENT
LEASE APPLICATION CHECKLIST**

Applicant Name: Todd Strand, prospective new owner of Bob's Trophy Charters.

Date Application Received: 10/24/16

5.2 PROCEDURES

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

2. Any applicable fees

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

\$30 Application fee,

\$300. Lease fee

\$250. Assignment fee.

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

Similar to the existing business, Bob's Trophy Charters.

The exterior painting of a large halibut is not in compliance with Homer's Sign Code. The application indicates that the building will be repainted in 2017. We should request that the building comes into compliance by Oct. 1, 2017.

Antennas. Do we want the antennas removed? If so, by Oct. 1, 2017 (assuming the new tower will be completed by then.) Antennas can stay as a sub-lease with COH getting a percentage.

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

The development is complete.

Morris' have indicated that they'd like a lease transfer by 12/31/2016.

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

The dimensions of the parking plan work, but it does not represent what really what really happens on site.

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

7. All other **required attachments** requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references.

☒ Applicant information

☒ Plot Plan

NA ☐ Development Plan

☐ Insurance

Antennas? ☐ Proposed Subleases

NA ☐ Environmental Information

NA ☐ Agency approvals and permits

☒ Financial Information (Financial Statement **REQUIRED**, Surety, bankruptcy, pending litigation are situational.

NA ☐ Partnership information and a copy of the partnership agreement OR

NA ☐ Corporation information and a copy of the Articles of Incorporation and Bylaws

☐ Certificate of good standing issued by the entity's state of domicile

☒ Appropriate References (Total of 4 persons or firms with whom the applicant or its owners have conducted business transactions with during the past three years. Two references must have knowledge of your financial management history (One of which **MUST** be your principal financial institution) and two must have knowledge of your business expertise).

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Are we calling references? If so, for financials?

Kiltie Corp. has design patent for modular retaining wall blocks.

8. Any other information required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:



PO BOX 1775
HOMER, ALASKA 99603

T 800-770-6400

October 21, 2016

Mr. Brian Hawkings
Harbormaster
City of Homer
Homer, AK 99603

Dear Mr. Hawkins,

We have appreciated the opportunity to operate our charter fishing office on the Homer Spit and have taken a great deal of pride in our business, Bob's Trophy Charters. As we plan to retire after 27 wonderful years in the fishing business, we have found a buyer to continue our business. Mr. Todd Strand is a successful business man from 24075 Lofton Ave. N, Chisago City, MN 55013. He and his family have been to Homer several times, as well as to other areas around the state. They are extremely excited about the opportunity to own and run Bob's Trophy Charters and to maintain its good reputation. The Strand family plans to sell their home in MN and move to Homer and eventually retire here as well. Mr. Strand has received the lease packet and will send it in promptly.

This is a request for you to allow Mr. Strand to assume the existing lease for Bob's Trophy Charters which expires in March, 2018. Although we are 95% certain that the sale will be consummated, in the unlikely event that it does not happen, we will continue to run our business until another buyer comes along.

Bob's Trophy Charters has been a charter fishing business located on the Homer Spit since 1979. Since 1992, the office has been situated in its present spot of Lot 92-2 at 3978 Homer Spit Road, Tract 1-B. It is our hope that you will allow Mr. Strand to continue to operate BTC at its present lease location, and to renew his lease option without putting the property out for RFP to assist in making this a smooth transition.

We believe that Mr. Strand will run Bob's Trophy Charters successfully, and will be a good tenant to the city based upon his past history of accomplishments. Mr. Strand would also like Bob's Trophy Charters to continue to be an asset to the local economy, as it has been for many years, by bringing in revenue to the local area.



PO BOX 1775
HOMER, ALASKA 99603

1 800-770-6400

Attached is a copy of a prior approval by the city for our lease to be extended. Mr. Strand is preparing the necessary paperwork to be submitted to you as soon as possible, but no later than 10/28/16 for the next city meeting agenda. He is hoping to close on the business purchase by December 30, 2016.

We appreciate your thoughtful consideration and anticipated terms for an assignment of our lease and for an extension of the lease at the same location, without the need for RFP. Thank you very much for your assistance on our behalf.

As an aside, we are looking forward to our retirement here in Homer with a new, slow going retirement fishing boat!

Sincerely,

Captains David and Diane Morris
Alaska's High Hopes Charters & Co.
dba Bob's Trophy Charters
P.O. Box 2478
Homer, AK 99603
907-235-6544 office
907-299-1088 cell

There was brief discussion clarifying that an amendment to the recommendation is what brought this back to the table

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried

X B Resolution 15-015, A Resolution of the City Council of Homer, Alaska, Approving an Amendment to Bob's Trophy Charter Lease on Tract 1-B Fishing Hole Subdivision No. 2, to Permit Transfer of the Lease to Wilson Stick, Inc., Extend the Lease for a Period of 20 Years, and Authorizing the City Manager to Execute the Appropriate Documents. City Manager Postponed from March 9, 2015 for Attorney review.

Memorandum 15-030 from Port and Harbor Advisory Commission as backup.

Memorandum 15-040 from Port and Harbor Director as backup.

Councilmember Burgess was excused from participating and left the table due to a conflict of interest determined at the March 9, 2015 meeting.

Mayor Wythe restated the motion on the floor from March 9, 2015 as follows:

MOVED FOR THE ADOPTION OF RESOLUTION 15-015 BY READING OF TITLE ONLY.

ROBERTS/LEWIS MOVED TO ADD TO LINE 66 THAT THE BUILDING WILL BE REMOVED AT THE LESSEE'S SOLE EXPENSE.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

There was discussion about wording of a motion to clarify the word "comparable" relating to the value of the property the lessee would be relocated to.

Mayor Wythe called for a recess at 7:37 p.m. and called the meeting back to order at 7:44 p.m.

ROBERTS/LEWIS MOVED TO AMEND LINE 65 AFTER THE COMMA, STRIKE THE WORDS OFFER COMPARABLE PARCEL AND INSERT WILL REQUIRE THE VACATION OF THE PROPERTY AND PROVIDE AN ALTERNATIVE PARCEL.

There was no discussion.

Todd Strand
24075 Lofton Ave. No.
Chisago City, MN 55013
tstrand.mail@gmail.com
651-402-6606

October 20, 2016

City Of Homer
Attn: Rachel Tussey
4311 Freight Dock Road
Homer, AK 99603

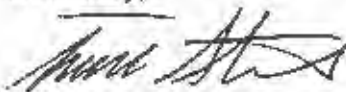
Dear Ms. Tussey,

Over the past few weeks I have been negotiating with Dianne and David Morris on the purchase of their business, Bob's Trophy Charters. I'm very excited to say we have agreed on the terms of the purchase and are preparing to close the sale pending just a couple issues. One of the most important parts of their wonderful business is the building (booking office) they have on the Homer Spit which is on land leased from the city.

The business could be located elsewhere but I believe its best not only for the business but also for the City of Homer if I were able to secure a lease. It's an important landmark on the spit and has been located for many years at this site. Many people may consider it the entrance to the harbor and Bob's Trophy Charters helps welcome visitors to the Halibut Fishing Capital of the World. I feel it's in the cities best interest to approve the lease application I'm submitting so that Bob's Trophy Charters can continue to operate at the current location and in the current building. Its location is close in yet slightly away from the hi-traffic areas on the spit which provides customers the ability to conveniently check in for their fishing trips. The building may need to be repainted and I plan to have that done next summer. I sincerely hope this is something that can continue to be part of the community of Homer and the harbor environment.

Enclosed with this letter, please find the completed Lease Application form you sent me. Also enclosed is the application fee, a copy of my personal financial statement and a resume on myself. Please let me know if there is anything else you'll need and I'll be happy to provide it.

Sincerely,



Todd Strand



Lease Application/Assignment Form

Directions:

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	TODD P. STRAND
Business Name:	BOB'S TROPHY CHARTERS
Social Security Number:	476-86-9796
Mailing Address:	24075 LOFTON AVE. NO.
City, State, ZIP code:	CHISAGO CITY, MN 55013
Business Telephone No.	651-402-6606
Representative's Name:	TODD STRAND
Mailing Address:	_____
City, State, ZIP code:	_____
Business Telephone No.	_____
Property Location:	3978 HOMER SPIT ROAD HOMER, AK 99603
Legal Description:	TRACT 1-B FISHING HOLE SUBDIVISION NO. 2, HOMER RECORDING DISTRICT, STATE OF ALASKA
Type of Business to be placed on property:	FISHING CHARTER BOOKING OFFICE CURRENTLY ON THE SITE.
Duration of Lease requested:	20 YEARS
Options to re-new:	YES

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan	<p>A drawing of the proposed leased property showing: <u>SEE ATTACHED</u></p> <p><input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>														
2.	Development Plan	<p><input checked="" type="checkbox"/> List the time schedule from project initiation to project completion, including major project milestones.</p> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr> <td><u>EXISTING BUILDING IS ON THE SITE, NO NEW CONSTRUCTION IS PLANNED</u></td> <td></td> </tr> <tr> <td><u>By OCT. 2017</u></td> <td><u>EXTERIOR PAINTING OF BUILDING</u></td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	Dates	Tasks	<u>EXISTING BUILDING IS ON THE SITE, NO NEW CONSTRUCTION IS PLANNED</u>		<u>By OCT. 2017</u>	<u>EXTERIOR PAINTING OF BUILDING</u>	Building Use	Dimensions and square footage						
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<u>EXISTING BUILDING IS ON THE SITE, NO NEW CONSTRUCTION IS PLANNED</u>																
<u>By OCT. 2017</u>	<u>EXTERIOR PAINTING OF BUILDING</u>															
Building Use	Dimensions and square footage															
3.	Insurance	<p><u>POLICY TO BE ISSUED IF APPLICATION IS APPROVED.</u></p> <p><input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.</p>														
4.	Subleases	<p><u>NONE</u></p> <p><input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.</p>														
5.	Health Requirements	<p><u>N/A</u></p> <p><input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.</p>														

6.	Agency Approval	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <p><input checked="" type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i></p> <p><input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease.</p> <p><input checked="" type="checkbox"/> Assignment fee - \$250.00. Covers the costs of preparing and processing the lease transfer. <i>Please make check payable to the City of Homer.</i></p>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input checked="" type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input type="checkbox"/> Corporation. <input type="checkbox"/> Other - Please explain: _____</p> <hr/> <p><input checked="" type="checkbox"/> <u>Financial Statement - Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u> SEE ATTACHED</p> <p><input checked="" type="checkbox"/> <u>Surety Information - Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in your organization holding more than a 10% interest</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input checked="" type="checkbox"/> <u>Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action?</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input checked="" type="checkbox"/> <u>Pending Litigation - Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation?</u> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>

9.	Partnership Statement:	<input checked="" type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u> Date of organization: <u>NONE</u> Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																														
10.	Corporation Statement	<input checked="" type="checkbox"/> <u>If the applicant is a corporation, please provide the following:</u> Date of Incorporation: <u>NOT AT THIS TIME</u> State of Incorporation: _____ Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? _____ Corporation is held? <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where _____ is _____ the _____ stock _____ traded? _____ Officers & Principal Stockholders [10%+]: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Title</th> <th style="text-align: left; border-bottom: 1px solid black;">Address</th> <th style="text-align: left; border-bottom: 1px solid black;">Share</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <input type="checkbox"/> Please furnish a copy of Articles of Incorporation and By-laws. Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Title</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Title	Address	Share																	Name	Title								
Name	Title	Address	Share																													
Name	Title																															

11.	Applicant References	<p>Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.</p>
		<p>Name: <u>TODD MARKMAN</u> Firm: <u>RELIANCE BANK</u> Title: <u>PRESIDENT</u> Address: <u>2300 NW 30TH STREET, FARIBAULT, MN</u> Telephone: <u>507-409-1321</u> Nature of business association with Applicant: <u>BUSINESS BANKER & PERSONAL BANKER</u></p>
		<p>Name: <u>STEVE SMITH</u> Firm: <u>AMERICAN FAMILY INSURANCE COMP.</u> Title: <u>PRESIDENT</u> Address: <u>2186 3RD STREET, WHITE BEAR LAKE, MN</u> Telephone: <u>651-429-7737</u> Nature of business association with Applicant: <u>MY INSURANCE AGENT FOR OVER 30 YEARS</u></p>
		<p>Name: <u>KELLEY WHEELER</u> Firm: <u>BURKE, WHEELER AND ASSOCIATES</u> Title: <u>PRINCIPAL</u> Address: <u>1453 HELMO AVE. NORTH, OAKDALE, MN</u> Telephone: <u>651-738-4805</u> Nature of business association with Applicant: <u>CERTIFIED PUBLIC ACCOUNTANT HANDLES TAX RETURNS AND OTHER MATTERS</u></p>
		<p>Name: <u>BRUCE STANG</u> Firm: <u>STANG PRECISION INC.</u> Title: <u>PRESIDENT</u> Address: <u>531 MINNIE STREET, PAYNESVILLE, MN</u> Telephone: <u>320-243-3613</u> Nature of business association with Applicant: <u>MATERIAL SUPPLIER FOR OVER 25 YEARS</u></p>

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:

Date:

Todd Markman

OCTOBER 20, 2016

Todd P. Strand
24075 Lofton Avenue No.
Chisago City, MN 55013
651-402-6606
tstrand.mail@gmail.com

OBJECTIVE

To develop a dynamic growth-oriented company utilizing my leadership skills, business management experience and my knowledge of manufacturing, customer service, construction and aviation industry.

CAREER HISTORY

2011 – Present
Kiltie Corporation dba Versa-Lok Retaining Wall Systems.
Patio Town
Villa Landscapes

Director of Business Development

As a member of the Board of Directors, I work with all divisions on innovative ways to grow our business either with new products or services to offer.

2001 – 2011
Oakdale, MN
Kiltie Corporation dba Versa-Lok Retaining Wall Systems.
Patio Town
Villa Landscapes

PRESIDENT

- As President of a 40 million dollar group of companies, overseeing all business operations of Kiltie Corporation, Patio Town, Willow Creek Concrete Products and Villa Landscapes.
- Negotiated capital equipment expenditures, business expansion, and business acquisitions.
- Responsible for all legal matters, including: license agreements, contract negotiation, dispute resolution, patent and trademark filing and general corporate business.
- Directly responsible for all company profits and losses.
- Reported directly to the Board of Directors.
- Secured short and long term financing for ongoing business
- Operations as well as new business expansions.

2001 – 2011
Willow Creek Concrete Products, Inc.

Oakdale, MN

PRESIDENT

- Operations as well as new business expansions.
- Responsible for the acquisition of one and construction of three successful manufacturing facilities involved in the production of proprietary concrete products.
- Negotiated vendor pricing as well as oversaw sales, production and office staff for these new business entities.
- Developed lean manufacturing techniques, inventory management/forecasting for efficient and profitable operations.

1988 – 2001 Killie Corporation

Oakdale, MN

VICE PRESIDENT/GENERAL MANAGER

- Reported directly to the CEO.
- Implemented national sales and marketing programs and managed the new departments that developed.
- Developed annual sales and expense projections for budgeting and long range planning functions.
- Administered accounts receivable, accounts payable, credit and collections.

CAREER HISTORY CONTINUED

1986 – 1989 Killie Corporation

Oakdale, MN

MANAGER

- Served as the first employee of a start up business involved in the licensing of a proprietary retaining wall product to concrete block manufacturing companies.
- Developed systems to track product inventory and manufacturing equipment.
- Hired and trained employees as the company grew – increasing profitability.
- Provided direct product education, sales and marketing assistance to Licensees.
- Informed, trained and assisted Licensees with manufacturing processes.

1984-1986 Patio Town

North St. Paul, MN

GENERAL MANAGER

- Managed the Retail, Wholesale and Installation Division of a landscape supply and construction business.

- Directly responsible for the Managers of each of the three divisions.
- Negotiated all equipment purchases and capital improvements.
- Reported directly to the business owners.

1983-1984 Patio Town North St. Paul, MN

RETAIL OPERATIONS MANAGER

- Responsible for two retail landscaping supply stores.
- Negotiated pricing with vendors
- Developed advertising and promotion programs

1981 – 1983 North St. Paul, MN

STORE MANAGER

- Responsible for day-to-day store operations.
- Coordinated employee scheduling and performance reviews.
- Maintained inventory levels and scheduled order for delivery.
- Extensive sales and customer service functions.

1979–1981 Patio Town North St. Paul, MN

SALES ASSOCIATE

- Responsible for sales and customer service functions.

EDUCATION

1981 - 1984 Northwestern Electronics Institute Mpls, MN
Electronics Engineering Technology

1978-1981 North High School Graduate North St. Paul, MN

PROFESSIONAL CERTIFICATIONS/MEMBERSHIPS

- FAA Private Pilot certificate.
- FAA Seaplane certificate.
- Complex Aircraft and Conventional Landing Gear endorsements.
- Member of the Aircraft Owners and Pilot Association
- Member of the National Concrete Masonry Association

PERSONAL Age 53, Married, excellent health, interested in relocation.

REFERENCES Personal and Professional references available on request.



US00D452332B1

(12) **United States Design Patent**
Blomquist et al.

(10) Patent No.: **US D452,332 S**
(43) Date of Patent: **** Dec. 18, 2001**

(54) **MODULAR RETAINING WALL BLOCK**

(75) Inventors: **Peter J. Blomquist**, Melbourne Beach, FL (US); **Todd P. Strand**, Marine on St. Croix, MN (US)

(73) Assignor: **Kille Corporation**, Onkdale, MN (US)

(*) Term: **14 Years**

(21) Appl. No.: **29/141,432**

(22) Filed: **May 4, 2001**

Related U.S. Application Data

(62) Division of application No. 29/112,434, filed on Oct. 15, 1999, now Pat. No. Des. 435,302, and a division of application No. 29/130,433, filed on Oct. 2, 2000, now Pat. No. Des. 447,573

(51) LOC (7) Cl.: **25-01**

(52) U.S. Cl.: **D25/113**

(58) Field of Search: **D25/102, 113-118, 125/164, 199, 150, D21/484-486, 488-492, 499-500; 52/582.1, 588.1, 506, 575, 606, 607; 404/29, 34, 39-42; 405/284-287, 887.1, 16, 272-273**

(56) **References Cited**

U.S. PATENT DOCUMENTS

D. 22,609 7/1893 Deslauniers D25/151
D. 22,610 7/1893 Deslauniers D25/151
D. 67,647 6/1925 Dunn D25/118

(List continued on next page.)

FOREIGN PATENT DOCUMENTS

531854 10/1856 (CA)
50020 8/1982 (CA)
1182295 2/1985 (CA) A1/52

(List continued on next page.)

OTHER PUBLICATIONS

Garden Rockery Retaining Wall System, "The Natural Garden", Pacific Precast Products Ltd., 1998.

Elf Henry, "Hardscaping For All Walks Of Life", Products Catalog, 1998.

CornerStone Retaining Wall System, Project Profile (date unknown).

Munial Materials Co., Roman Stackstone (date unknown), Belgard, "Enhance Your Environment With Belgard", Mar. 1998.

Lafarge, "New Tumbled Garden Wall" (date unknown).

Best Way Stone, Product Literature (date unknown).

Best Way Stone, "The Europa Collection: The aged elegance of traditional hand-hewn stone" (date unknown).

Versa-Lok Retaining Wall Systems, Introducing Versa-Lok Weathered, 1998.

Versa-Lok Retaining Wall Systems, "Mini: The beautiful, easy-to-install retaining wall system that is a do-it-yourselfer's dream" 1991.

Versa-Lok Retaining Wall Systems, Product Literature, 1996.

(List continued on next page.)

Primary Examiner—**Louis S. Zarfas**

Assistant Examiner—**Robert A. DeChamny**

(74) Attorney, Agent, or Firm—**Kimley & Lange, P.A.**

(57)

CLAIM

The ornamental design for a modular retaining wall block, as shown and described.

DESCRIPTION

FIG. 1 is a perspective view of a modular retaining wall block of our new design;

FIG. 2 is a top plan view thereof;

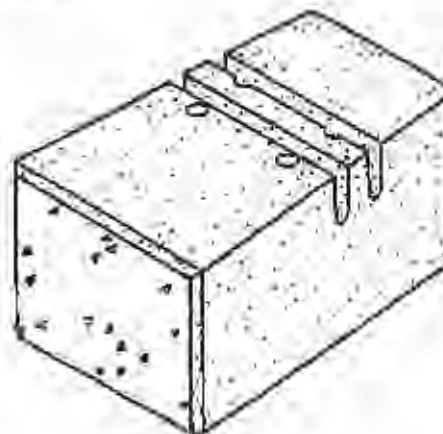
FIG. 3 is a front elevational view thereof;

FIG. 4 is a side elevational view thereof, as taken from the left in FIGS. 1-3 (the right side is a mirror image of the left side);

FIG. 5 is a rear elevational view thereof; and,

FIG. 6 is a bottom plan view thereof.

1 Claim, 2 Drawing Sheets.



Diffi Included

THIS MAY BE APPROVED BY THE STAFF PERSONNEL & DEPARTMENTAL MANAGER CONCERNED
AT THE BOTTOM OF 2-14-78.

Richard P. [Signature]
AUTHENTICATED COPY

6. BASIS OF SEWERAGE FOR THE CITY OF JAMES SPRINGFIELD SYSTEM, AS SHOWN BY
PLAN 107-200 AND "CITY OF JAMES SPRINGFIELD SYSTEM OF SEWERS"

2. NO PERMANENT STRUCTURE SHALL BE CONSTRUCTED OR PLACED WITHIN AN EXISTING WETLAND EXCEPT WITH THE GRANT OF A PERMIT TO DREDGE OR FILL.

2. These data shall be stored by CTS under any name, as well as under the name "SECRET" and "SECRET".

6. AN ORDER GRANTING OR STATE MANDATED REVIEW OF MAY 25 REJECTION UNDER
APPROVED BY THE STATE OF ALABAMA COMMISSION ON INVESTIGATION

10. DISTANCE AND BE CORRECTED TO DATE

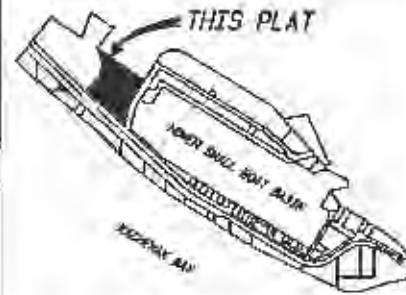
11. DISTANCE 5.4" MEAS FROM THE TOP OF POWER PILES SURVEY

12. DISTANCE 5.4" & 30" MEAS FROM THE BOTTOM OF THE TOP POWER PILES SURVEY

I HEREBY CERTIFY THAT I AM PROPERLY QUALIFIED AND AUTHORIZED TO ADMINISTER LAND SURVEYS IN THE STATE OF ALABAMA, AND THAT THIS IS MY REGISTRATION A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION; AND THAT THE INFORMATION FROM WHICH I HAVE ACTUALLY ENTERED AS BEING CORRECT AND TRUE ALL INFORMATION AND OTHER DETAILS ARE CORRECT.

DATE 12/1/73 ASSIGNMENT NO. 7538-S

Stephen C. Smith
REGISTERED LAND SURVEYOR



UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED ABOVE, AND THAT I HEREBY AGREE WITH PLAT OF BRIGHTVIEW, AND BY MY FIRST FOREGOING DEEDS ALL RIGHTS OF ANY AND EVERY KIND TO THE SAME, AND WAIVE ALL CLAIMS TO THE SAME. DU

Letter of Intent

BY: MICHAEL L. EIDSON
NEWTON CITY SHARER
101 EAST PIONEER AVENUE
NEWTON, MA 02459

ADDITIONAL AND SUMS TO BEING IN TAIL 147k DIT OF

10222 • J. Neurosci., May 5, 2004 • 24(18):10215–10222

Signature: _____

DATE: 5/10/95

LINE TABLE

Line	divisor	dividend
1.1	3.213731	100.00
1.2	3.213731	6.25
1.3	3.213731	7.50
1.4	3.213731	8.75
1.5	3.213731	10.00
1.6	3.213731	11.25
1.7	3.213731	12.50
1.8	3.213731	13.75
1.9	3.213731	15.00
2.0	3.213731	16.25

CURVE TABLE

27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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CERTIFICATE OF APPROVAL BY THE ALASKA
DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SUBSTANTIVE COMMENTS, PAGE 7-8: SUBSTANTIVE COMMENT AND CORRECTION: SECTION
WENT OFF THE ORIGINAL REQUIREMENTS OF THE CLASS IN THAT IT WAS AN
ENVIRONMENTAL PROTECTION

THE ARAPA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVES THIS
SUBSTITUTION FOR PLATING

[illegible]

REITERATED REQUEST. PARAGS 4-6 AND 4-7. THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION HAS RECEIVED PLANS FOR THIS SUBDIVISION'S RECREATION CORRAL, AND APPROVES THE SUBDIVISION FOR PLATTING.

JOHN J. O'CONNELL
 JAMES J. O'CONNELL
 JOHN J. O'CONNELL

SHEETS NO. 2 & 3 ARE SIGNATURE SHEETS ONLY

HOUSE RECORDING DISTRICT

THE FISHIN' HOLE No. 2

1 REPEAT OF TRACT ONE, THE FISHIN' HOLE
ACCORDING TO PLAT NO. 92-39, WHD
LOCATED WITHIN THE SE 1/4 S. 35, T6S, R13N,
SEWARD MERIDIAN, ALASKA AND
WITHIN THE CITY OF HOMER

CONTAINING 11.667 ACRES

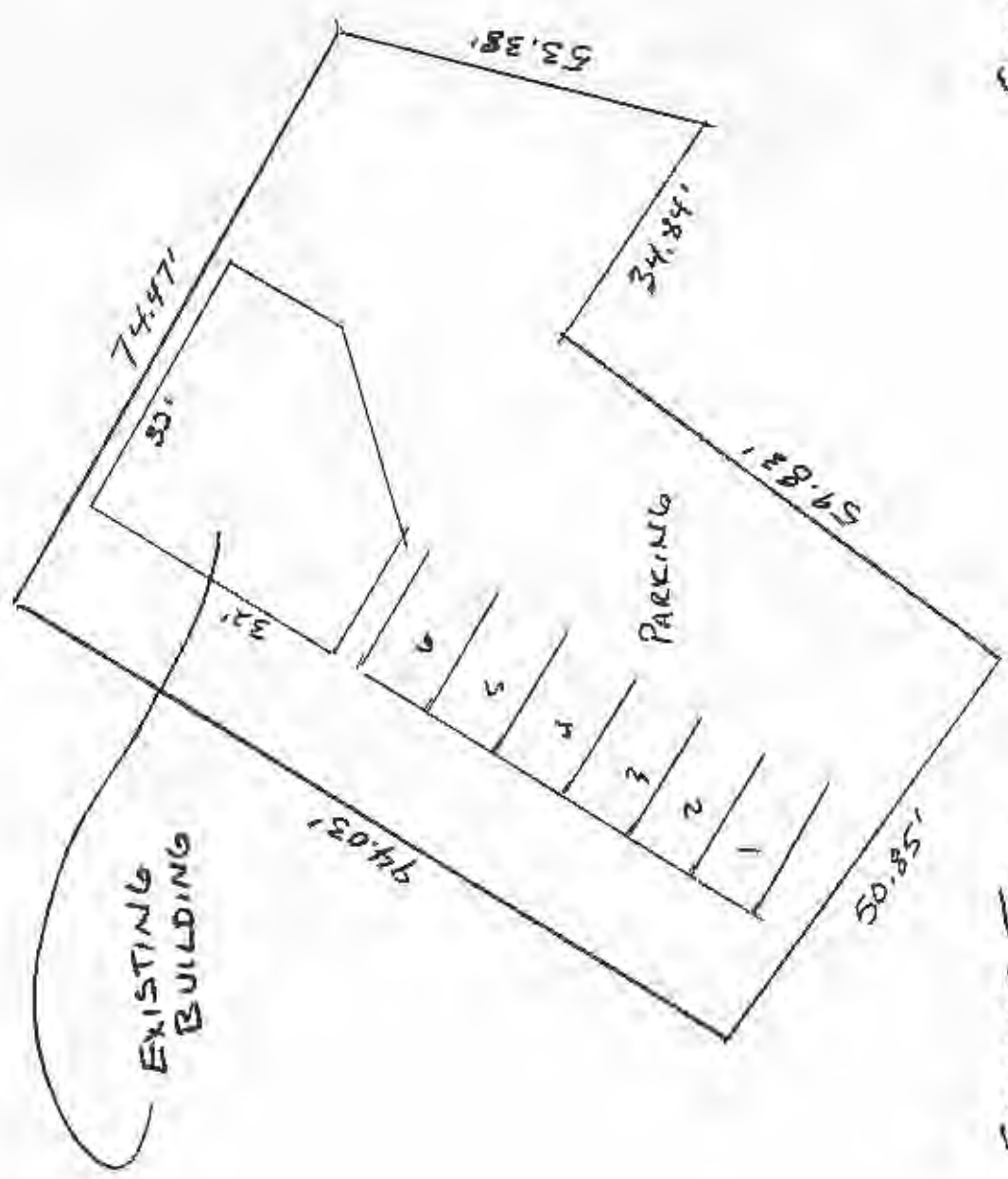
HERNDON & THOMPSON, INC
STEPHEN C. SMITH, PLS
41745 BEAR CREEK DRIVE
HOMER, ALASKA 99603
907-235-8741

GRAIN BY: SCS	COMP BY: SCS	JATH #05-12
---------------	--------------	-------------

[illegible]

DATE: 4/12/03 SCALE: 1" = 100' SHEET #1 OF

SITE PLAN OF BOB'S TROPHY CHARTERS



SCALE 1" = 20'
10-20-2016
TPS

6692 SQUARE FEET

Rachel Tussey

From: Todd Strand <tstrand.mail@gmail.com>
Sent: Monday, October 31, 2016 4:29 AM
To: Rachel Tussey
Cc: David Morris
Subject: Lease Application

Dear Rachel,

Thank you for the information you shared last week about the lease application that I submitted for the Bob's Trophy Charter property. The following are a couple of things that I would like to clarify on the application I sent you.

I am in the process of setting up a new Alaska corporation for this business that I plan to buy. The agent handling that for me has submitted the documentation to the State of Alaska but I have been told it may take 14 days before the corporation is formed. I will want the lease to be with this corporate entity, so once I get everything approved for this new corporation I will forward that information to you. In essence, the application will be amended showing the corporation as the lessee.

The second issue is, in the application I sent to you, I did not request the right to sub-lease. After now learning that the internet company with the repeater antennas on the roof of the building would require a sub-lease, I would like to modify my application for that purpose. I'm still learning more about those antennas and was unaware it requires a sub-lease since there is no compensation paid by them for use of the roof. If it's a great concern of anyone in your office or at the city, we can tell the internet company to remove the antennas as it's not that important to me. I would prefer to allow them to have the antennas on the building so the right to sub-lease is my desire.

You had told me that the Port and Harbor meeting is scheduled for November 9th at 5:00pm Alaska time and that I can be on the phone with them which I would like to do. Just let me know if you'll call me or if there's a call-in phone number so that I can participate.

If you can think of anything else you need from me, please let me know.
Thank you,

Sincerely,
Todd Strand
24075 Lofton Ave. No.
Chisago City, MN 55013
651-402-6606
tstrand.mail@gmail.com

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 16-117

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING AN ASSIGNMENT OF LEASE FOR THE FISH FACTORY ON LOT 12-A1 AND AWARDED SEVEN SEAS FISH COMPANY, DBA ALASKAN FISH FACTORY, A NEW LEASE WITH OPTIONS TO RENEW FOR LOT 12-A1, PORT INDUSTRIAL NO. 3, AND A PORTION OF LOT 12B, PORT INDUSTRIAL NO. 4, WITH AN ANNUAL BASE RENT OF \$26,119.80, AND AUTHORIZING THE CITY MANAGER TO MOVE FORWARD WITH LEASE NEGOTIATIONS AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Fish Factory, LLC has reached a tentative agreement to sell the building and business to Seven Seas Fish Company, Ltd. and continue operating it as a fish processing business under the name Alaskan Fish Factory, Ltd.; and

WHEREAS, Both parties are seeking the City of Homer's approval of assigning the lease to the new owners before the end of 2016 in order to complete the business sale before the beginning of the upcoming 2017 fishing season; and

WHEREAS, Per Chapter 13.3 of the City's Lease Policies and Procedures, Seven Seas Fish Co. has submitted a request for lease assignment and new lease application with their proposal, seeking the remaining amount of The Fish Factory's lease term (14 years) or a twenty-year term; and

WHEREAS, The Fish Factory is also leasing a portion of Lot 12B, the lot adjacent to Lot 12-A1 and both parties requested this portion be included in the new lease; this section of parcel was leased to The Fish Factory on a short-term basis until they fulfilled all requirements listed under Conditional Use Permit 10-05 in which case their lease for Lot 12-A1 would be amended to include the portion of Lot 12B; and

WHEREAS, The majority of the requirements in CUP 10-05 were completed in a timely manner, issues regarding RV storage prevented the CUP from being finalized until recently; and

WHEREAS, The City Administration, the Lease Advisors, and the Port and Harbor Advisory Commission have reviewed the application and proposal and found it to be complete and responsive; and

WHEREAS, Seven Seas has provided sufficient information to the City to show that The Fish Factory is being sold to a responsible party and can continue operating it as a viable fish processing plant on the Homer Spit; and

WHEREAS, The Lease Advisors and the Port and Harbor Advisory Commission recommend to City Council that the lease assignment request be granted to Seven Seas Fish Company, and a new lease with options to renew be awarded to Seven Seas Fish Company, Ltd., dba Alaskan Fish Factory, Ltd. for Lot 12-A1 and a portion of Lot 12B for the purpose of operating a fish processing business without the parcel being advertised through the Request for Proposals process.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the assignment of lease for The Fish Factory on Lot 12-A1 and awarding Seven Seas Fish Company, Ltd., dba Alaskan Fish Factory, Ltd. a new lease with options to renew for Lot 12-A1, Port Industrial No. 3, and a Portion of Lot 12B, Port Industrial No. 4, with a base rent of \$26,119.80 per year (subject to change as determined by lease negotiations and/or ordered appraisal if needed), and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

BE IT FURTHER RESOLVED that this assignment and new lease is contingent upon any outstanding zoning code violations being resolved by Mike McCune, owner of The Fish Factory, before the completion and signing of a new lease with Seven Seas Fish Company.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

76 ATTEST:

77

78

79

80 _____
JO JOHNSON, MMC, CITY CLERK

81

82 Fiscal Note: Base lease will be \$26,119.80 annually, subject to change as determined by lease
83 negotiations and/or ordered appraisal if needed, and is adjusted annually to keep pace with
84 the Consumer Price Index.



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 16-178

TO: MAYOR BRYAN ZAK & HOMER CITY COUNCIL

THROUGH: PORT & HARBOR ADVISORY COMMISSION

FROM: LEASE ADVISORS

DATE: NOVEMBER 2, 2016

SUBJECT: SEVEN SEAS FISH CO. DBA ALASKAN FISH FACTORY LEASE ASSIGNMENT & PROPOSAL

On October 28, 2016 the City received a lease assignment request from The Fish Factory. Mike McCune, owner of The Fish Factory, LLC, informed Port and Harbor Staff and the City Manager that he is selling the business to Seven Seas Fish Co. Ltd. They are seeking the remaining amount of The Fish Factory's lease term (14 years), potentially a longer term, and intend to continue operating as a fish processing business under the name Alaskan Fish Factory, Ltd. Both parties are seeking the City's approval of assigning the lease to the new owners before the end of this year; Seven Seas wishes to begin their operations by January 1, 2017. Attached is the business proposal, supporting letters from Mr. McCune, and correspondence from the City to both parties regarding any outstanding zoning issues that would need to be resolved before a lease assignment/new lease could be approved.

The Lease Advisors reviewed the lease proposal at their November 1, 2016 meeting. As per the Lease Policies and Procedures, the proposal must go before the Port and Harbor Advisory Commission for recommendations and then to City Council for approval.

The Lease Advisors recommend to City Council that the lease assignment request be granted to The Fish Factory/Seven Seas and a new lease with options to renew be awarded to Seven Seas Fish Company, dba Alaskan Fish Factory. Seven Seas has provided sufficient information to the City to show that The Fish Factory is being sold to a responsible party and can continue operating it as a viable fish processing plant on the Homer Spit. It was further agreed by the Lease Advisors that a new lease be awarded without the parcel being advertised through the Request for Proposals process.

The Fish Factory is also leasing a portion of Lot 12B, the lot adjacent to Lot 12-A1. It was requested by the parties that this portion be included in the new lease. This section of parcel was leased to The Fish Factory on a short-term basis until they fulfilled all requirements listed under Conditional Use Permit 10-05. It was determined at that time that upon completion of CUP 10-05, their lease for Lot 12-A1 would be amended to include the portion of Lot 12B. Although majority of the requirements were completed in a timely manner, issues regarding RV storage prevented the CUP from being finalized. The assignment and new lease is contingent upon Mr. McCune resolving this zoning code issue, which is detailed in the attached letter dated November 2, 2016.

Below are some highlighted details of the proposed lease:

- **2.01 Lease of Property:** Lot 12-A1 (KPB 181-034-21) consists of 27,270 square feet, and a Portion of Lot 12B (KPB 181-034-51) that is 17 ft. by 225 ft., consisting of 3,825 square feet; total is 31,095 square feet.
- **3.01 Lease Term:** New term will either be a 20-year lease with two 5-year extensions, or a 10-year lease with two 2.5-year extensions.
- **4.01 Base Rent:** The current per square foot rate for these lots is \$0.84. The total annual base rent for both Lot 12-A1 and portion of Lot 12B will be no more than \$26,119.80 and is subject to change as determined by lease negotiations and/or if a current appraisal is needed. Rent will be subject to annual CPI increases and 5-year appraisals.
- **4.08 Outfall Line Connection Agreement:** The Fish Factory is already connected to the City's Fish Grinder Facility; they will be required to complete a new connection agreement where the one-time connection fee shall be waived and only the annual outfall line fee will apply.

Recommendation

The City Manager and Port and Harbor Staff recommends approving Resolution 16-117, approving an assignment of lease for The Fish Factory on Lot 12-A1 and awarding Seven Seas Fish Company, Ltd., dba Alaskan Fish Factory, Ltd. a new lease with options to renew for Lot 12-A1, Port Industrial No. 3, and a Portion of Lot 12B, Port Industrial No. 4, with an annual base rent of \$26,119.80 (subject to change as determined by lease negotiations and/or ordered appraisal if needed), and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Attached: Seven Seas Fish Co. Lease Proposal
Letter to The Fish Factory & Seven Seas Fish Co. Re: Zoning Code Issue dated November 2, 2016

Fiscal Note: Alaskan Fish Factory's Annual Base Rent will be \$26,119.80, subject to change as determined by lease negotiations and/or ordered appraisal if needed; lease rate is adjusted annually per the Consumer Price Index.



**CITY OF HOMER
PROPERTY MANAGEMENT
LEASE APPLICATION CHECKLIST**

Applicant Name: Seven Seas Fish Company dba Alaskan Fish Factory Ltd.

Date Application Received: 10/28/16

5.2 PROCEDURES

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

2. Any applicable fees

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

\$30 Application fee. Submitted 10/28/16

\$250. Assignment fee. Submitted 10/28/16

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
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NOTES:

Continue fish processing.

Seven Seas is interested in leasing strip.

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

Development is complete.

Nov. 9, 2016 Port & Harbor Commission review

Nov. 11, 2016 City Council review

Dec. 31, 2016 New lease with Seven Seas

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

7. All other **required attachments** requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references.

☒ Applicant information

☒ Plot Plan

NA ☐ Development Plan

☒ Insurance

NA ☐ Proposed Subleases

NA ☐ Environmental Information

NA ☐ Agency approvals and permits

☒ Financial Information (Financial Statement **REQUIRED**, Surety, bankruptcy, pending litigation are situational.

NA ☐ Partnership information and a copy of the partnership agreement OR

☒ Corporation information and a copy of the Articles of Incorporation and Bylaws

☐ Certificate of good standing issued by the entity's state of domicile

X ☐ Appropriate References (Total of 4 persons or firms with whom the applicant or its owners have conducted business transactions with during the past three years. Two references must have knowledge of your financial management history (One of which **MUST** be your principal financial institution) and two must have knowledge of your business expertise).

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Are we calling references? If so, for financials?

8. Any other information required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:



Lease Application/Assignment Form

Directions:

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	Mike Heras
Business Name:	Seven Seas Fish Co. Ltd. dba Alaskan Fish Factory (LLC)
Social Security Number:	N/A
Mailing Address:	800 Fish Dock Road
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.	907-235-1300
Representative's Name:	George Heras
Mailing Address:	12411 Vulcan Way
City, State, ZIP code:	Richmond, BC, V6V-1J7
Business Telephone No.	604-247-1266 (106)
Property Location:	800 Fish Dock Road
Legal Description:	Lot 12-A1 Homer Port Industrial #3 and property referred to as the "strip"
Type of Business to be placed on property:	Purchase, Process, Market and Distribute Fishery Products
Duration of Lease requested:	Assignment of Existing Lease
Options to re-new:	Assignment of Existing Lease

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan No proposed changes To the existing plans See attachment B	A drawing of the proposed leased property showing: <input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale) <input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale). <input checked="" type="checkbox"/> Water and sewer lines - location of septic tanks, if needed. <input checked="" type="checkbox"/> Parking spaces - numbered on the drawing with a total number indicated																
2.	Development Plan Site is already fully Developed	<input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr> <td>Nov 28</td> <td>City to approve Lease Assignment</td> </tr> <tr> <td>Dec 1</td> <td>Asset Sale of Property to Seven Seas Fish Co. Ltd.</td> </tr> <tr> <td>Jan 1</td> <td>Start of Fish Processing at Plant</td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Dates	Tasks	Nov 28	City to approve Lease Assignment	Dec 1	Asset Sale of Property to Seven Seas Fish Co. Ltd.	Jan 1	Start of Fish Processing at Plant	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
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	Insurance Existing Policy on File to be transferred to new owner at time of sale see Attachment C	<input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																
4.	Subleases N/A	<input type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.																
5.	Health Requirements Currently in Compliance with all Required Permits & Regulations See Attachment D	<input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																

6.	Agency Approval Same as 5. 2017 Submittals pending Lease Transfer Approval	<input checked="" type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <p><input checked="" type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i></p> <p><input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease.</p> <p><input checked="" type="checkbox"/> Assignment fee - \$250.00. Covers the costs of preparing and processing the lease transfer. <i>Please make check payable to the City of Homer</i></p>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input type="checkbox"/> Sole or individual proprietorship.</p> <p><input type="checkbox"/> Partnership.</p> <p><input checked="" type="checkbox"/> Corporation.</p> <p><input type="checkbox"/> Other - Please explain: _____</p> <hr/> <p><input checked="" type="checkbox"/> Financial Statement - <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u></p> <p><input type="checkbox"/> Surety Information - Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input type="checkbox"/> Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input type="checkbox"/> Pending Litigation - Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>

9.	Partnership Statement N/A	<input type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u> Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																										
10.	Corporation Statement	<input checked="" type="checkbox"/> <u>If the applicant is a corporation, please provide the following:</u> Date of Incorporation: Applied for _____ State of Incorporation: Alaska _____ Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Is so, as of what Date? Applied for _____ Corporation is held? <input type="checkbox"/> Publicly <input checked="" type="checkbox"/> Privately If publicly held, how and where is the stock traded? Officers & Principal Stockholders [10%+]: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Title</u></th> <th style="text-align: left;"><u>Address</u></th> <th style="text-align: left;"><u>Share</u></th> </tr> </thead> <tbody> <tr> <td>George Heras,</td> <td>CEO,</td> <td>Delta, BC,</td> <td>24%</td> </tr> <tr> <td>Mike Heras,</td> <td>VP,</td> <td>Delta, BC,</td> <td>24%</td> </tr> <tr> <td>James Heras,</td> <td>Sales Manager,</td> <td>Delta, BC,</td> <td>24%</td> </tr> <tr> <td>Nick Heras,</td> <td>VP Purchasing,</td> <td>Burnaby, BC,</td> <td>24%</td> </tr> </tbody> </table> <input checked="" type="checkbox"/> Please furnish a copy of Articles of Incorporation and By-laws. Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Title</u></th> </tr> </thead> <tbody> <tr> <td>George Heras,</td> <td>CEO</td> </tr> <tr> <td>Mike Heras,</td> <td>Vice President</td> </tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>	George Heras,	CEO,	Delta, BC,	24%	Mike Heras,	VP,	Delta, BC,	24%	James Heras,	Sales Manager,	Delta, BC,	24%	Nick Heras,	VP Purchasing,	Burnaby, BC,	24%	<u>Name</u>	<u>Title</u>	George Heras,	CEO	Mike Heras,	Vice President
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Mike Heras,	Vice President																											

11.	Applicant References	<p>Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.</p> <hr/> <p> Name: Marcelle Fernandes Firm: RBC Capital Markets Title: Vice President, Portfolio Management Address: Toronto, Ontario Telephone: 1-416-974-5673 Nature of business association with Applicant: Asset Based Lending </p> <p> Name: Mark Lister Firm: Royal Bank of Canada – Commercial Banking Title: Senior Account Manager Address: Richmond, BC Telephone: 604-665-3214 Nature of business association with Applicant: Day to Day Banking </p> <p> Name: Steve Chen Firm: BDC – Business Development Bank of Canada Title: Senior Manager Address: Vancouver, BC Telephone: 604-909-3341 Nature of business association with Applicant: Real Estate Financing </p> <p> Name: Vanessa Mirecki Firm: Whole Foods Market – Pacific Northwest Division Title: Seafood Associate Co-Ordinator Address: Vancouver, BC Telephone: 778-241-6377 Nature of business association with Applicant: Customer </p>
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I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:



Date:

October 28 2016



800 Fish Dock Road, Homer, AK 99603 • tel 907 235-1300 • fax 907 235-1350
City of Homer Lease Committee

26 October 2016

Dear Committee members,

Enclosed you will find the application to Assign and transfer the existing lease currently held by The Fish Factory, LLC to Seven Seas Fish Company, Ltd dba Alaskan Fish Factory, Ltd.(7Seas). I would like to address a few key points to hopefully clarify what is sought.

- A. First and foremost is the City of Homer consent to assign the current leasehold property, 12-A1 Homer Port Industrial #3. The current lease contract allows for this.
- B. Secondly, The mention of the adjacent property known as "the Strip" which The Fish Factory, LLC has been leasing separately, in addition to lot 12-A1. For a quick description, the property sits behind the Grindshack and over the "Outfall line" easement and cannot be developed by anything permanent. It is an unusable part of Lot 12-A2 which has been developed by the City enabling all dock users access to safe loading and unloading of trucks plus staging of products destined for the Grindshack.

There is a definitive time crunch with this assignment. In order for 7Seas to have all 2017 permitting in place prior to the January 1st 2017 Pacific Cod season. The request must be presented to the City council for approval no later than the November 28th meeting. As stated in 'A' of above the main lease appears to be clear cut. The potential "gray area" lies in the Strip property. 7Seas does wish to use and thus remunerate the City in the same manner of The Fish Factory, LLC. Depending upon time constraints 7Seas is amicable to the Strip lease being incorporated as a parallel lease as at one time approved, remain separate on a month to month until which time both the City's and 7Seas's schedule permits a more indebt look, or lastly if it delays the main property lease assignment to the extent of missing deadlines and hence the Pacific cod season, then terminate it altogether.

On a personal note, I am very excited to have the opportunity to be part of 7Sea's planned investment in our community. They are a very sound and progressive Seafood company receiving and selling products to every corner of the globe. The past few years 7Seas has been steadily increasing their footprint on the Homer waterfront cumulating in this sizeable commitment of actual investment in "brick and mortar". Future plans call for such exciting things as off season employment opportunities in Homer producing added value products from materials sourced locally in season.

7Seas has become one of the largest buyers of Halibut on the Homer Dock. They worked with The Fish Factory, LLC this year in developing a start-up pilot Cook Inlet Salmon program which is planned for expansion. They are excited to enter into and further develop the local Pacific Cod fishery. Most importantly, 7Seas possesses and is willing to bring the infrastructure required for Homer to remain a competitive and viable port in the Alaskan Fishing Industry.

I am available and happy to answer any questions which might arise thru the permitting process either in person or phone. My cell phone is 398.7749 and is on 24/7.

Sincerely,

Mike McCune

Managing Member, The Fish Factory, LLC

www.thefishfactory.net



800 Fish Dock Road, Homer, AK 99603 • tel 907 235-1300 • fax 907 235-1350

Katie Koester
Homer City Manager
Homer, Alaska

19 October 2016

RE: Transfer of Lease

Dear Katie,

I am requesting consent by the City of Homer in granting an Assignment of Lease, transferring the current lease held by The Fish Factory, LLC, complete with existing extension options and other agreements in place between The Fish Factory, LLC and the City of Homer to Seven Seas Fish Company Ltd.

Parcel reference being KPB# 181-034-21 Lot 12-A1 Port Industrial Subdivision No. 3 Homer Recording District. Section 8.01 of the Lease between the City of Homer and The Fish Factory, LLC gives the City authority to consent and assign the existing lease provided the assignee assumes the Tenant's obligations in the lease.

Seven Seas Fish Company, Ltd desire to purchase and process locally, the fish products available thru the Port of Homer is consistent with planning and zoning criteria of the Subdivision. By acquisition of The Fish Factory, LLC's processing plant and assets, they will bring to the area 50 years of experience in primary and secondary fish processing. Additionally Seven Seas Fish Company, Ltd will bring to Homer an extensive global direct marketing presence. Benefits to the local community include increased steady employment opportunities, increase tax revenues, viable market alternative for various harvesting fleets, and an overall increase in the utility of the existing infrastructure found within the Port and Harbor.

Full utilization of the existing property improvements coupled with retaining the current management personnel will serve in providing a seamless transition to the favorable working relationship between the city and new property tenants. No major changes in the exterior physical attributes are anticipated.

It is of our hope that a response can be heard back from the Lease Committee enabling sufficient time for Seven Seas Fish Company, Ltd to provide any required application and/or enough information allowing the merits of the Lease Transfer to be brought before the Port and Harbor Commission's October 25th 2016 meeting. Following the anticipated Commission's approval, and provided all necessary requirements are met, we would then wish to seek the City Council's approval no later than the scheduled November 28th 2016 meeting.

Thank you for your consideration,

Mike McCune
Managing Member
The Fish Factory, LLC
Ph. 907.398.7749

www.thefishfactory.net

A-1

Content

OVERVIEW:

Seven Seas Fish Co. Ltd (7Seas) of British Columbia, Canada has agreed to purchase the assets of The Fish Factory, LLC of Homer, pending the consent by the City of Homer to transfer and assign the existing lease(s) held between the City of Homer and The Fish Factory, LLC.

With the addition of The Fish Factory's facility, 7Seas will be positioned to access the abundant fisheries resources associated with the Homer waterfront. Additionally the community stands to benefit from an extensive history of successful marketing, distribution, added value processing, and new product development brought to the table.

Maintaining the current Fish Factory staff coupled with the established expertise of 7Seas will insure a smooth transition on the Homer waterfront as well as increased employment opportunities for many.

included in the Packet:

1. Completed Lease Assignment Form and Application
2. Assignment Fee
3. Application Fee
4. Supporting Attachments

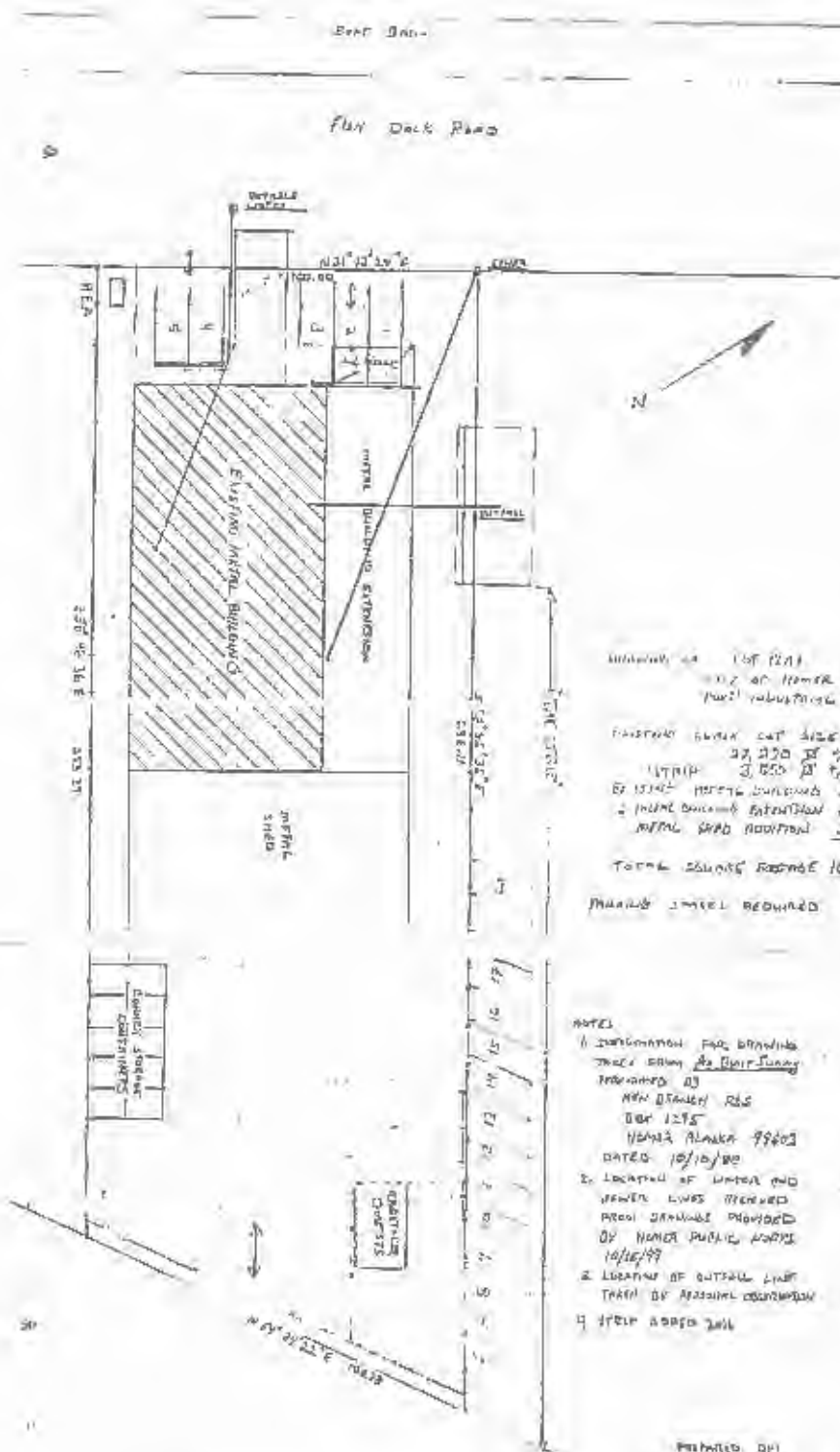
Financials omitted Separately

Attachment Contents:

- A. Reference Page 1 of Submitted Lease Assignment Application
 1. Letter to City Manager requesting Consent for Lease Assignment with supporting rational.
 2. Section 8.01 of existing lease showing right for Assignment Consent.
 3. Policy and Procedures for attaining Consent to Assign.
 4. Conditional use permit (CUP) 10-05 along with photos showing met conditions of CUP 10-05.
One RV is currently on the premise and will be removed on or before 15 November 2016.
- B. Reference Item 1 of Submitted Lease Assignment Application
 1. Updated plot plan on file showing location of "Strip" and Caretaker's Quarters.
- C. Reference item 3 of Submitted Lease Assignment Application
 1. Existing Proof of Insurance to be transferred upon Closing.
- D. Reference Item 5 & 6 of Submitted Lease Assignment Application
 1. Licenses and Permits currently held by The Fish Factory, LLC to be submitted and transferred to Seven Seas Fish Company, Ltd dba Alaskan Fish Factory, Ltd. upon pending lease approval.

Time is of key importance to the Lease Assignment. As one can note from viewing Attachment D, there is a pile of work to be completed prior to January 1 2017 production. Your efforts are appreciated!

SCALE: 1
in



PREPARED BY
MIKE MCGUNS
1-26-00 REVISED 10/16
FOR
THE FISH FACTORY 136
200 FISH BOLD RD
HUNTER, ALABAMA 35895

6.05 Definitions

As used in this Article 6 of this Lease, the following terms and phrases shall have the meanings given here, unless the context requires otherwise:

"Complete" and "Completion" mean that construction is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including, but not limited to, the receipt of any applicable certificate of occupancy and other applicable permits, licenses, certificates, or inspection reports necessary to the improvement's legally authorized use. The existence of a contractor's punch list of items to be performed to finish the construction shall not prevent the improvement from being Complete if the improvement otherwise meets the requirements of this definition.

"Excusable Delay" means delay due to strikes, act of God, inability to obtain labor or materials, governmental requirements, such as laws and requirements of any governmental authority having jurisdiction over the improvements or over any permits or licenses needed for Tenant's proposed operations, removal of Hazardous Materials discovered at any time after the Commencement Date, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

6.06 Extensions of Time for Completion of Required Improvements

An extension of the time to Complete the Required Improvements shall be granted for any event of Excusable Delay if Tenant has commenced construction in a timely manner and is proceeding diligently to complete construction.

7. RESERVED

8. ASSIGNMENT

8.01 Assignment or Sublease Without Consent Generally Prohibited

Tenant shall not voluntarily assign, encumber or sublease its interest in this Lease or in the Property without first obtaining Landlord's consent. Any assignment, encumbrance or sublease without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. Any request for Landlord's consent shall be made to Landlord in writing at least thirty (30) days prior to the proposed effective date of the assignment, encumbrance or sublease. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this paragraph. Any assignment effected pursuant to this paragraph 8.01 shall require the assignee to assume the Tenant's obligations hereunder. An assignment shall not release the Tenant from liability hereunder unless specifically so provided in writing and approved by Landlord. Tenant shall promptly deliver to Landlord a copy of any instrument or shall promptly notify Landlord of any unwritten agreement, that assigns, encumbers or subleases the Property. Landlord's consent to assign, encumber or sublease the Property shall not be withheld unreasonably.

CITY OF HOMER
PROPERTY MANAGEMENT
POLICIES AND PROCEDURES

CHAPTER 14: ASSIGNMENTS

14.1 POLICY

It is the policy of the City of Homer to incorporate an assignment provision into the lease document if that is requested by the lessee. Consent to an assignment request shall be conditioned upon receipt of all current and applicable payments and properly submitted documentation. The proposed assignee must also be acceptable to the City of Homer and commit to develop and use the property in a manner acceptable to the City.

14.2 DEFINITIONS

- A. Assignable lease: A lease which contains a provision permitting its assignment by lessee.
- B. Assignment: A transfer of interests or rights to property, real or personal, in possession or in action, or of any estate or right therein. The assignment of a lease is distinguishable from a sublease to the extent that in assigning, the lessee transfers his entire interest and estate in the premises, whereas, in a sublease, the sublessee acquires something less than the lessee's entire interest.

14.3 RESPONSIBILITY

- A. The Lease Committee is responsible for reviewing assignment provisions that may be included in lease documents. The Lease Committee is also responsible for reviewing and making recommendations to the City Council on all requests to assign a City lease.
- B. The City Council is the final authority on all requests to assign.
- C. The City Council may approve assignment of a lease to banks or other financial institutions for financing or other reasons if it determines that to be in the best interest of the City.

14.4 ASSIGNMENT WITH SALE OF BUSINESS

Where a lessee intends to assign the lease as part of a sale of the business located on the lease lot, the person who intends to purchase the business may apply to extend the lease term to allow the continuation of the business and to secure financing for the purchase.





City of Homer

Planning & Zoning

491 East Pioneer Avenue
Homer, Alaska 99603-7645

E-mail: Planning@ci.homer.ak.us

Web Site: www.ci.homer.ak.us

Telephone (907) 235-3106

Fax (907) 235-3118

HOMER ADVISORY PLANNING COMMISSION

Meeting of April 7, 2010

RE: Condition Use Permit (CUP) 10-05
Lot 12-A1 Homer Port Industrial #3
800 Fish Dock Road

DECISION

Introduction

Mike McClune and Peter Knutsen of Fish Factory, LLC as leaseholders, and the City of Homer as property owner, applied to the Homer Advisory Planning Commission (the "Commission") under Homer City Code 21.30 Marine Industrial for approval of:

- a. "Caretaker's residence" per HCC 21.30.030(g)
- b. "More than one building containing a permitted principal use on a lot" per HCC 21.30.030(j)
- c. "Building area containing more than 8,000 square feet and an excess of 30 % of the lot area" per HCC 21.30.040(c)

The applicants applied for two on-site, 10 foot by 20 foot caretaker's residence. The commission approved one caretaker's residence not to exceed 400 square feet.

The application was scheduled for a public hearing as required by Homer City Code 21.94 before the Commission on April 7, 2010. Notice of the public hearing was published in the local newspaper and sent to eight (8) property owners of fourteen (14) parcels.

At the April 7, 2010 meeting of the Commission, the Commission voted to approve the request with five Commissioners present, and five Commissioners voted in favor of the conditional use permit.

After due consideration of the evidence presented, the Homer Advisory Planning Commission, hereby makes the following findings of fact and conclusions of law.

EVIDENCE PRESENTED

Mike McCune, part owner and managing member of the Fish Factory testified at the public hearing and described the need for a caretaker's residence.

FINDINGS OF FACT:

Homer City Code §21.71.030 provides:

Review Criteria. The applicant must produce evidence sufficient to enable meaningful review of the application. Unless exceptions or other criteria are stated elsewhere in this code, the application will be reviewed under these criteria:

A. The applicable code authorizes each proposed use and structure by conditional use permit in that zoning district.

Finding 1: HCC 21.30.030(g) authorizes a "Caretaker's residence as an accessory to a permitted or conditionally permitted use." Fish processing is a permitted use per HCC 21.30.020(b). A caretaker's residence is a reasonable accessory use for 24/7/365 fish processing operation.

Finding 2: HCC 21.30.0330(j) authorizes "More than one building containing a permitted principal use on a lot."

Finding 3: HCC 21.30.040(c) states that "No lot shall contain more than 8,000 square feet of building area (all buildings combined), nor shall any lot contain building area in excess of 30% of the lot area without an approved conditional use permit."

B. The proposed use(s) and structure(s) are compatible with the purpose of the zoning district in which the lot is located.

Finding 4: The primary purpose of the Marine Industrial district is to provide an area for water-dependant industrial uses. An on-site caretaker's residence ensures that employees will be available 24/7/365. This need is typical of the fish processing business and compatible with the Marine Industrial district.

C. The value of the adjoining property will not be negatively affected greater than that anticipated from other permitted or conditionally permitted uses in this district.

Finding 5: It is not expected that caretaker's residence would decrease the value of adjoining property, over permitted or conditionally permitted uses such as bulk petroleum storage, pipelines and railroads.

D. The proposal is compatible with existing uses of surrounding land.

Finding 6: A caretaker's residence is compatible with the existing uses of the surrounding land. Both fish processing and cold-storage benefit from the added security and employee safety that are provided with 24/7/365 caretaker coverage.

E. Public services and facilities are or will be, prior to occupancy, adequate to serve the proposed use and structure.

Finding 7: Public services and facilities are adequate to serve the project. Public water and sewer serve the property. Homer Spit Road is State maintained.

F. Considering harmony in scale, bulk, coverage and density, generation of traffic, the nature and intensity of the proposed use, and other relevant effects, the proposal will not cause undue harmful effect upon desirable neighborhood character.

Finding 8: One caretaker's residence not to exceed 400 square feet is small in scale, bulk and coverage in comparison to nearby warehouse and storage facilities.

Finding 9: Providing an on-site employee residence reduces traffic.

Finding 10: The bulk, coverage and density at a fish processing plant is intense due to tote storage, heavy equipment and loading vans. This is typical of an industrial area and does not cause undue harmful effects on the neighborhood.

G. The proposal will not be unduly detrimental to the health, safety or welfare of the surrounding area or the city as a whole.

Finding 11: An on-site caretaker's residence is not unduly detrimental to the health, safety or welfare of the surrounding area.

Finding 12: Anchoring of exterior fuel tanks improves safety in the surrounding area.

H. The proposal does or will comply with the applicable regulations and conditions specified in this title for such use.

Finding 13: A minimum three (3) foot vegetative buffer along Homer Spit Road to be planted by September 1, 2010.

I. The proposal is not contrary to the applicable land use goals and objectives of the Comprehensive Plan.

Finding 14: This proposal meets the goal as stated in the 1999 Homer Comprehensive Plan Update, page 4, Homer Spit Plan, to "manage the land and other resources of the spit to accommodate its natural processes, while allowing fish, tourism, other marine related development and open space/recreational uses."

CONCLUSION


Based on the foregoing findings of fact and law, Conditional Use Permit 10-05 located at 800 Fish Dock Road, Lot 12-A1 Homer Port Industrial #3 is approved for:

- One caretaker's residence not to exceed 400 square feet, and
- More than one building containing a permitted principal use on a lot, and
- More than 8,000 square feet of building area and an excess of 30% of the lot area.

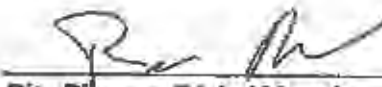
With the following conditions:

1. On-site Recreation Vehicles to be removed by October 31, 2010.
2. Applicant to provide five (5) parking spaces.
3. All exterior fuel tanks to be properly anchored prior to June 15, 2010 or the issuance of a Zoning Permit. Reference FEMA's publication titled: *Anchor Fuel Tanks*.
4. If the caretaker's residence is not completed by Dec. 31, 2012 the caretaker portion of this CUP expires.
5. The caretaker's residence to be occupied by current employees of the on-site fish processing operation.
6. A minimum three (3) foot vegetative buffer along Homer Spit Road to be planted by September 1, 2010.
7. Project to comply with all local, state and federal regulations, and meet the setback requirements.

Date: 4-27-10


Chair, Sharon Minsch

Date: 4-27-10


City Planner, Rick Abbot

NOTICE OF APPEAL RIGHTS

Pursuant to Homer City Code, Chapter 21.93, any person with interests in land that is affected by this decision may appeal this decision to the Homer Board of Adjustment within thirty (30) days of the date of distribution indicated below. Any decision not appealed within that time shall be final. A notice of appeal shall be in writing, shall contain all the information required by Homer City Code, Section 21.93.080, and shall be filed with the Homer City Clerk, 491 East Pioneer Avenue, Homer, Alaska 99603-7645.

CERTIFICATION OF DISTRIBUTION

I certify that a copy of this Decision was mailed to the below listed recipients on April 28, 2010. A copy was also delivered to the City of Homer Planning Department and Homer City Clerk on the same date.

Date: April 28, 2010


Shelly Rosenkrans, Planning Assistant

Walt Wrede, City Manager
491 E Pioneer Avenue
Homer, AK 99603

Thomas Klinkner
Birch, Horton, Bittner & Cherot
1127 West 7th Ave
Anchorage, AK 99501

Mike McCune
800 Fish Deck Road
Homer, AK 99603

Peter Knutsen
7149 NE Port Madison Road
Bainbridge Island, WA 98110



CARETAKER QUARTERS



VEGETATION BUFFER



TANK ANCHOR

A^c



THEFISH-01

SPOPE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 255 E Firwood LN Anchorage, AK 99503	CONTACT NAME: Sharon Pope PHONE: 907-348-1105 FAX: 907-782-4429 EMAIL: sharon.pope@hubinternational.com (INSURER(S) AFFORDING COVERAGE) INSURER A: Alaska National Insurance Company INSURER B: American Interstate Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Fish Factory LLC 800 Fish Dock Rd Homer, AK 99603	NAID #: 38733 31895

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL (IND) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CENT AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		18IPS59243	08/30/2016	08/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPROP AGG \$ 1,000,000 \$ 100,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS		10IA319743	08/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		16LU59243	09/30/2016	09/30/2017	EACH OCCURRENCE AGGREGATE \$ 1,000,000 \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in MI) (If yes, describe under DESCRIPTION OF OPERATIONS below)	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	AVWCAN2538602016	08/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH. ER EL EACH ACCIDENT EL INDEASE - EA EMPLOYEE EL INDEASE - POLICY LIMIT \$ 500,000 \$ 500,000 \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance, subject to the policies' terms, conditions, and exclusions.

Members Mike McGinn, Joyce Knutson, and Peter Knutson are excluded from Workers' Compensation coverage.

CERTIFICATE HOLDER

CANCELLATION

City of Homer 491 E. Pioneer Ave Homer, AK 99603	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Sharon Pope
--	---

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ACORD 25 (7/01/01)

The ACORD name and logo are registered marks of ACORD



800 Fish Dock Road, Homer, AK 99603 • tel 907 235-1300 • fax 907 235-1350

1 January 2016

To Whom It May Concern:

The Fish Factory, LLC, located at 800 Fish Dock Road in Homer, Alaska has in order, and operates under the guidelines of both a Sanitation Plan and an accepted Hazard Analysis Critical Control Point plan.

Additionally, we have been issued a CFN number from the FDA for European export.

ADEC Number:	AK 215
ADF&G Proc. Code Number:	F4449-9
Federal Processor Permit Number:	26030
CFN Number:	3033856
DHHS/FDA Food Facility Registration Number	18506699070

Feel free to call with any questions.

Mike McCune
Managing Member

www.thefishfactory.net

'Letter of Compliance'

D-1



Permit to Operate

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



Approved
Processes
Freezing
Heading/Butchering
Recovering Roe

This permit is granted to

The Fish Factory LLC
800 FISH DOCK RD
Homer, AK 99603

Doing business as
For operation of

The Fish Factory LLC
A large land-based seafood processing facility, as required by AS
17.20.065 and 18 AAC 34, SUBJECT TO IN-PLANT INSPECTION

Located at

800 Fish Dock Rd; Homer, Alaska

This permit is Annual, expires 12/31/2016, and may be revoked at any time
issued under provisions of Alaska Statute, Title 17, Alaska Administrative Code,
Title 18, as amended or revised, and other applicable State Laws and Regulations

01/14/2016
Date Issued


Environmental Program Manager

AK 215
Permit Number


Seafood Permit Coordinator

This permit is not transferable and is the property of the Department of Environmental Conservation.



ALASKA DEPARTMENT OF REVENUE Fisheries Business License

Valid Jan. 1, 2016 through Dec. 31, 2016

License No
4449

Licensee

The Fish Factory LLC

Licensed Activity: Shore Based Facility

Licensed to perform activity as a shore-based fisheries business
described under AS 43.75.

Licensed Location

800 Fish Dock Rd
Homer AK 99603

This certifies that the licensee agrees to file a fisheries business tax return stating
the value of fisheries resources processed or exported from the state for the license
period and to pay fisheries business taxes in full on or before March 31 following the
end of the license period. Licensee agrees to comply with all statutes and
regulations governing fisheries business taxes. This license cannot be transferred or
assigned.



Candace K. Grissom

Licensing Specialist

12/30/2015
Issue Date

Caution: This does not permit you to do business in Alaska without complying with other State or US Laws.

ISSUING NMFS OFFICE:
NMFS, Alaska Region
Restricted Access Management
PO Box 21868
Juneau, AK 99802-1868



UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NOAA Fisheries Service

Federal Processor Permit

Permit Holder

MICHAEL R MOCUNE et al.
NMFS ID: 38629
800 FISH DOCK RD
HOMER, AK 99803

Company Name

THE FISH FACTORY, LLC

Official No. ADF&G No. Tons LOA

Homeport

Processor Permit Number:

26030

Date Effective

01-Mar-2016

Date Expires

28-Feb-2017

Operation Categories: Shoreside Processor

Facility: THE FISH FACTORY
800 FISH DOCK ROAD

HOMER, AK 99803

Logbook Codes: SP

Note: A variety of state and federal regulations govern commercial fishing and processing privileges. It is the responsibility of any person conducting fishing activities under the authority of this permit to understand and comply with those requirements.

Date: 10/14/2014 14:18:05

Created Date: 2013-12-31 15:00:16.0

Created by: 001212

Registration Expiration Date: 2018-12-31

Registration Renewed Date: 2014-10-14

Last Updated: 2014-10-14

Registration Status: VALID

Registration Status Reason: Initial registration

Are you a manufacturer, processor, or packer of food for human or animal consumption in the United States or do you hold such products? ☒ Yes ☐ No

SECTION 1 TYPE OF REGISTRATION

1a. DOMESTIC REGISTRATION

1b. UPDATE OF REGISTRATION INFORMATION: Registration number: 1850699070 Pin No: c9C0DE3J

1c. PREVIOUS OWNER'S TITLE: PREVIOUS OWNER'S NAME: PREVIOUS OWNER'S REGISTRATION NUMBER:

SECTION 2 FACILITY NAME / ADDRESS INFORMATION

FACILITY NAME: The Fish Factory

FACILITY NAME SUFFIX: Limited Liability Corporation

FACILITY NAME SUFFIX OTHER:

FACILITY STREET ADDRESS, Line 1: 800 Fish Dock Road

FACILITY STREET ADDRESS, Line 2:

CITY: Homer

STATE/PROVINCE/TERRITORY: Alaska

ZIP CODE (POSTAL CODE): 99603

COUNTRY/AREA: UNITED STATES

PHONE NUMBER (Include Area/Country Code): 001 907 2351300

FAX NUMBER (Optional; Include Area/Country Code): 001 907 2351350

E-MAIL ADDRESS: mlikem@thefishfactory.net

SECTION 3 PREFERRED MAILING ADDRESS INFORMATION (Optional)

Complete this section if different from Section 2 Facility Name/Address Information (OPTIONAL).

If information is the same as section 2, check the box: ☒

NAME: The Fish Factory Limited Liability Corporation

ADDRESS, Line 1: 800 Fish Dock Road

ADDRESS, Line 2:

CITY: Homer

STATE/PROVINCE/TERRITORY: Alaska

ZIP CODE (POSTAL CODE): 99603

COUNTRY/AREA: UNITED STATES

PHONE NUMBER (Include Area/Country Code): 001 907 2351300

FAX NUMBER (Optional; Include Area/Country Code): 001 907 2351350

E-MAIL ADDRESS (Optional): mlikem@thefishfactory.net

SECTION 4 PARENT COMPANY NAME/ADDRESS INFORMATION (Optional)

(If applicable and if different from sections 2 and 3). If information is the same as another section, check which section:

* Section 2 - Facility Address Information

Section 3 - Preferred Mailing Address Information

None of the above

NAME OF PARENT COMPANY: The Fish Factory

PARENT COMPANY SUFFIX: Limited Liability Corporation

PARENT COMPANY SUFFIX OTHER:

STREET ADDRESS OF PARENT COMPANY, Line 1: 800 Fish Dock Road

STREET ADDRESS OF PARENT COMPANY, Line 2:

CITY: Homer

STATE/PROVINCE/TERRITORY: Alaska

ZIP CODE (POSTAL CODE): 99603

Registered Buyer Permit

Expires: February 28, 2017

THE FISH FACTORY, LLC

THE FISH FACTORY

800 FISH DOCK RD

HOMER, AK 99603

has met the terms of the Pacific halibut and sablefish Individual Fishing Quota program as promulgated by the U. S. Secretary of Commerce (50 CFR, Part 679), and is therefore certified as an IPQ Registered Buyer. The holder of the Certificate has been assigned the following Registered Buyer permit number, which must be provided when submitting an IPQ landing report.

Registered Buyer - 60158

NMFS ID: 29137



By Direction of

Alaska Regional Administrator

NOAA Fisheries (National Marine Fisheries Service)

Issued By: Restricted Access Management Program

Issue Date: Feb 02, 2016

Note: A variety of federal and state regulations govern fishing and processing privileges. It is the responsibility of every person operating in fisheries as authorized by this permit to know requirements and insure that their activities comply with them.

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business and Professional Licensing

P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

THE FISH FACTORY LLC

800 FISH DOCK RD HOMER AK 99603

owned by

THE FISH FACTORY LLC

Is licensed by the department to conduct business for the period

November 10, 2015 through December 31, 2016

for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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.

Chris Hladick

**THE KENAI PENINSULA BOROUGH
CERTIFICATE OF AUTHORITY TO COLLECT BOROUGH SALES TAX**

THIS IS TO CERTIFY THAT FISH FACTORY LLC THE

is authorized and empowered by the Mayor of The Kenai Peninsula Borough to collect for the Borough Sales Tax on Retail Sales, Rents, and Services imposed pursuant to Ordinance No 5-18 of The Kenai Peninsula Borough.

This certificate is non-assignable and non-transferable and must be surrendered to the Mayor by the seller to whom it was issued upon his ceasing to do business at the location named herein, or any change in ownership, term of ownership, or any other change.

FISH FACTORY LLC THE

**800 FISH DOCK ROAD
HOMER**

AK 99611

REGISTRATION NUMBER 34162

DATE OF REGISTRATION 01/01/00

Dale L Bagley

MAYOR

THIS CERTIFICATE MUST BE DISPLAYED PROMINENTLY AT THE PLACE OF BUSINESS.

FORM # 128 (07)



State of Alaska
Division of Measurement Standards and
Commercial Vehicle Enforcement
11900 Industry Way
Building M; Unit 2
Anchorage, AK 99515

Certificate of Annual Device Registration

Registration Expires: June 30, 2016
Registration Number: 1601-004140

This certificate of device registration is valid from 07/01/15 to 06/30/16

Owner:
FISH FACTORY
800 FISH DOCK RD
HOMER, AK 96603

Location:
FISH FACTORY
800 FISH DOCK RD
HOMER, AK 96603

ID	Serial/Model/Mfg * Inv# * Inv Date	Type	Charge	Payment
	3236-15883/4260/MSI * 1601-004140 * 5/15/2015		31.00	
	8536-10238/4260/MSI * 1601-004140 * 5/15/2015		31.00	
	030401343/1310/WEIGHTRONIX * 1601-004140 * 5/15/2015		19.00	
	9604-493/708-S/CARDINAL * 1601-004140 * 5/15/2015		31.00	
	8767-12757/4260/MSI * 1601-004140 * 5/15/2015		31.00	
	E36100-0007/708/CARDINAL * 1601-004140 * 5/15/2015		31.00	
	Payment on 7/9/2015			-174.00

(907) 289-4933

May be revoked for failure to keep
in safe condition

State of Alaska Certificate Of Inspection/Operation

Alaska Number	Owner No.	NB/Serial No.	Type	Inspected By	On:	Press/Wt	Cert Exp.
082906AK		908444	Air Tank	Jones, Carl	06/18	200	06/20

MAIL TO: The Fish Factory
Attn: McCune, Michael - Owner
800 Fish Dock Rd
Homer, AK 99603-8028

Heidi Drygas
Commissioner of Labor

LOCATION: The Fish Factory
800 Fish Dock Rd
Homer, AK 99603-8028

Bill Walker

**Fish Dock Use Permit
Admin. Check List**

2016

Applicant: FISH FACTORY, LLC.

1. Read and understand the new Section 5C pertaining to personnel training α
2. Blank Lines On Page 1 and 2 are filled out: α
3. Applicant has signed on Page 8: α
4. Signature is notarized on Page 9: α
5. Exhibits A and B are filled out by the Insurance Company
Or
A Certificate of Insurance from the Insurance Company is enclosed
(Which is acceptable in lieu of Exhibits A and B): α
6. The levels of insurance match or exceed the levels of coverage
required in Section 24 of the permit: α
7. Exhibit C is filled out by applicant: α
8. \$5.00 is enclosed or billed: X
9. A copy of the State of Alaska Fisheries Business License is
attached for all applicants who are using the Fish Dock for
commercial fisheries related business activities. (Applicants
who do not have this license are not qualified for the FDUP as
per Section 12.A of the permit) α

Complete, Meets All Above: α

If No, Deficient in That: _____

Accepted by: [Signature]

Date: 12/22/2015

12/31/15 COPY MAILED

Date Signed: 12-23-15

By Port Director/Harbormaster: [Signature]

By City Manager: [Signature] D-9

**FISH PROCESSOR OUTFALL LINE
RENEWAL AGREEMENT**

COPY

The City of Homer, an Alaska municipal corporation, referred to as "CITY," and The Fish Factory, LLC, referred to as "PROCESSOR," agree as follows:

1. Term. Subject to the terms, covenants, conditions, rights and obligations met forth in this Agreement, CITY agrees to provide, make and keep in repair a Fish Processor Outfall Line ("Outfall Line"), which consists of a pump station, an eight-inch diameter sewer line, and a diffuser at City's harbor facilities, and hereby grants PROCESSOR the right to discharge effluent to the Outfall Line. The term of this Agreement shall commence on January 1, 2015 and end on December 31, 2019.
2. Connection Charge. Upon renewal of a pre-existing connection agreement, the CITY waives the connection charge of seven thousand dollars (\$7,000).
3. Operation and Maintenance Charge. PROCESSOR shall pay to CITY an operation and maintenance charge (O & M charge) in advance on January 1st of each year. The annual O & M charge shall be TWO THOUSAND FOUR HUNDRED DOLLARS (\$2,400) subject to adjustment by CITY. CITY shall give written notice to PROCESSOR of any adjustment in the O & M charge at least 30 days prior to January 1st of each year.
4. Default. CITY shall be entitled to terminate PROCESSOR's water service and use of the Outfall Line if PROCESSOR: (a) fails to pay any sums due under this Agreement for a period of ten (10) days from the due date; or (b) fails to keep any other term, covenant or condition of this Agreement for a period of fifteen (15) days after CITY provides PROCESSOR a written notice specifying the particular default or defaults; provided, however, that any default on the part of PROCESSOR shall be deemed to be cured if steps have been taken promptly to rectify the default (and in no event later than fifteen (15) days after such notice has been given), and prosecuted to completion with diligence.
5. Increasing or Decreasing Use of Outfall Line. If any additional parties connect to the Outfall Line or if PROCESSOR ceases to use the Outfall Line, PROCESSOR shall not be refunded or receive credit for previously paid connection charges, O & M charges or equipment replacement fund charges.
6. Payments. All payments due under this Agreement shall be payable at the Homer Port and Harbor Office at 4350 Homer Spit Road, Homer, Alaska 99603, or at such other place as CITY may designate in writing. Delinquent payments shall bear interest at the rate set forth in AS 45.45.010(a) as now enacted or hereafter amended. This Agreement incorporates by reference applicable terms of the City Credit Policy as now adopted or hereafter amended.
7. Discharge of Waste to Outfall Line. PROCESSOR may operate a fish grinder on the property, and shall ensure that all waste discharged to the Outfall Line has a maximum particle size of one-half inch or less. PROCESSOR shall maintain a screening apparatus to prevent the entry of foreign materials that could impede or damage the operation of the Outfall Line (e.g., rubber gloves, knives, and rocks). PROCESSOR shall ensure that discharge to the Outfall Line does not exceed maximum flow contribution of 280 gallons per minute. PROCESSOR's flow contribution is not to exceed 280 gallons per minute in any case.
PERMIT # AK-652-0518
8. Compliance with Laws. PROCESSOR shall comply with all applicable laws, ordinances and regulations or duly constituted public authorities now or hereafter in any manner affecting PROCESSOR's discharge to the Outfall Line. In particular, PROCESSOR shall comply with the CITY's National Pollutant Discharge Elimination System (NPDES) permit managed through the Alaska Division of Environmental Conservation, Division of Water (ADEC). PROCESSOR shall pre-treat effluent to meet requirements imposed

D-1

by the City's NPDES permit, and shall comply with all other permit requirements, including effluent sampling and reporting requirements. When grinding, PROCESSOR shall prepare and submit a monthly discharge report to CITY, as this gives the necessary information for reporting and compliance requirements regarding effluent, as imposed by the NPDES permit, State of Alaska laws, and Federal laws. CITY will provide PROCESSOR with a copy of the NPDES General Permit and the CITY's Authorization to Discharge issued by ADEC, which PROCESSOR will have at their facility at all times.

9. Right of Entry. CITY, its agents, servants or employees, shall have the right to enter into and upon PROCESSOR's buildings or property at any time PROCESSOR is in operation for the purpose of inspecting whether PROCESSOR is in compliance with the terms of this Agreement. If PROCESSOR is not operating, CITY shall have the right to enter upon reasonable notice to PROCESSOR and during normal business hours (9 a.m. to 5 p.m. Monday through Friday except for holidays).

10. Indemnity.

a) PROCESSOR shall protect, indemnify and hold CITY harmless from and against any and all liability arising from acts or omissions of any person and of any nature whatsoever relating to PROCESSOR's service connection line or use of the Outfall Line causing injury to or death of persons, or loss of or damage to property, and from any expense, including attorney's fees, incident to the defense of and by CITY therefrom. If any action or proceeding is brought against CITY by reason of any such occurrences, CITY shall promptly notify PROCESSOR in writing of such action or proceeding.

b) PROCESSOR shall protect, indemnify and hold harmless CITY and its authorized representatives, from and against any claims, demands, penalties, fines, judgment, loss, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney, consultant and expert fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to: (a) any violation by PROCESSOR of the NPDES permit, or local, state or federal regulation or law related to effluent discharge by PROCESSOR; (b) the presence, disposal, release, or threatened release of any Hazardous Material discharged by PROCESSOR to the sewer connection line or Outfall Line that is in, on, from, or affecting soil, water, vegetation, buildings, personal property, persons, animals or otherwise; (c) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to Hazardous Material discharged by PROCESSOR to the sewer connection line or Outfall Line; and/or (d) any lawsuit brought or threatened, settlement reached or government order relating to Hazardous Material discharged by PROCESSOR to the sewer connection line or Outfall Line. The provisions of this subparagraph (b) shall be in addition to any other obligations and liabilities PROCESSOR may have to CITY at law or equity and shall survive the termination of this Agreement.

For the purpose of this subparagraph (b), "Hazardous Material" is any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Alaska, or the United States government. "Hazardous Material" included any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state, or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" also included, but is not restricted to, asbestos, polychlorobiphenyls ("PCBs") and petroleum and petroleum products.

11. Damage to or Non-Operation of Outfall Line. PROCESSOR shall pay CITY for any damage to the Outfall Line resulting from PROCESSOR's discharge to or use of the Outfall Line. CITY shall not be liable to PROCESSOR for damages to PROCESSOR resulting from: (a) damage to the Outfall Line, whether caused by

PROCESSOR or any other user of the Outfall Line; (b) non-operation of the Outfall Line due to maintenance; or (c) non-compliance with applicable laws by PROCESSOR or other users resulting in non-operation of the Outfall Line pursuant to an order issued by governmental agency or court.

12. Delivery of Notices - Method and Time. All notices, demands or requests from one party to another, and renewal agreements shall be delivered in person or be sent by mail, certified or registered, postage prepaid, to the address stated below and shall be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

All notices, demands and requests from PROCESSOR to CITY shall be given to CITY at the following address:

City Manager
City of Homer
491 E. Pioneer Avenue
Homer, AK 99603
(907) 235-8121

All notices, demands and request from CITY TO PROCESSOR shall be given to PROCESSOR at the following address:

Mike McCune
The Fish Factory, LLC
800 Fish Dock Road
Homer, AK 99603
(907) 235-1300

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates therein below set forth.

CITY OF HOMER

PROCESSOR

Date: Mar 4th

Date: 1-19-15

By: 1-22-2015
City Manager

By: [Signature]
Its: Mayor's member

State of Alaska)

SS.

Third Judicial District)

THIS IS TO CERTIFY that on this 22 day of January, 2015, before me, the undersigned Notary Public, personally appeared MARVIN YODER known to me to be the City Manager of the City of Homer, a municipal corporation organized and existing under the laws of the State of Alaska, and he/she acknowledged to me that he/she executed this Lease Agreement on behalf of said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and seal the day and year first hereinabove written.



Julie Nelson
Notary Public in and for Alaska
My Commission Expires: November 7, 2017



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

November 2, 2016

Seven Seas Fish Company dba Alaska Fish Factory

George Heras

12411 Vulcan Way.

Richmond, BC V6V-1L7

Mike McCune

Fish Factory

800 Fish Dock Road

Homer, AK 99603

Sent via email M. McCune and to G. Heras

Re: Lease request at 800 Fish Dock Road

The Lease Advisors met to review Seven Seas Fish Company's request for a lease at 800 Fish Dock Road. The Lease Advisors noted the strengths of the application, while also observing an outstanding compliance issue with Homer's Zoning Code.

The compliance issue dates back to 2010 when the Homer Advisory Planning Commission approved Conditional Use Permit 10-05 with several conditions. Condition 1 states that "On-site Recreation Vehicles to be removed by October 31, 2010." As of Nov. 1st at least one RV remains on site, which violates of Homer City Code. Numerous violation notices have been sent to the Fish Factory along with personal phone calls requesting that the RV be removed. The Lease Advisors are requesting that the RV(s) be removed PRIOR to the City Administration forwarding a favorable recommendation to the Port & Harbor Commission and the City Council.

Your request included a timeline to finalizing a new lease by Dec. 31, 2016. In order to accommodate this timeline the City requests that all RVs be removed by Friday, November 4th. Please notify Bryan Hawkins, the Port and Harbor Director at 235-3160 when the RVs have been removed, then we can move your request forward to the Port and Harbor Commission and the City Council.

We have arranged for a Special Port and Harbor Commission meeting on Wednesday, November 9th at 6pm in the upstairs conference room at City Hall. The City Council meets on Monday, November 21st at 6pm in the Cowles Council Chamber at City Hall. Both of these meetings are open to the public and you are encouraged to attend.

Respectfully submitted,

A handwritten signature in blue ink that reads "Katie Koester". The signature is fluid and cursive, with the first name "Katie" and last name "Koester" clearly legible.

Katie Koester, City Manager

Cc: Port and Harbor Commission

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 16-118

A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING PIER ONE THEATRE A FIVE-YEAR LEASE WITH NO OPTIONS FOR RENEWAL, A PORTION OF TRACT 1-A, FISHING HOLE SUB NO. 2, WITH AN ANNUAL BASE RENT OF \$1.00, AND AUTHORIZING THE CITY MANAGER TO MOVE FORWARD WITH LEASE NEGOTIATIONS AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Pier One Theatre has submitted a lease renewal application to the City of Homer for a portion of Tract 1-A for the purpose of continuing operating a non-profit organization that manages summer stock theatre and related activities; and

WHEREAS, The City of Homer recognizes how Pier One Theatre benefits the Homer community and that Pier One Theatre has been operating on the Homer Spit and leasing from the City for over 30 years; and

WHEREAS, The City will continue to seek the highest and best use of all City-owned property; the Lease Advisors agree to a short-term lease since it fulfills the current need of that lot, while also keeping the City's interests open in case the Port and Harbor Enterprise is able to expand the Homer Marine Repair Facility (which shares the same lot); and

WHEREAS, The Lease Advisors and the Port and Harbor Advisory Commission reviewed this proposal and endorses issuing a new, five-year term lease with no options to renew, for Tract 1-A for the continued operation of a non-profit theatre organization in Homer, Alaska, on the Homer Spit.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves that the City of Homer enter into a new, five-year term lease with no options to renew, with Pier One Theatre for a portion of Tract 1-A, Fishing Hole Sub No. 2, with a base rent of \$1.00 per year, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Base lease will be \$1.00 annually.



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 16-179

TO: MAYOR BRYAN ZAK & HOMER CITY COUNCIL
THROUGH: PORT & HARBOR ADVISORY COMMISSION
FROM: LEASE ADVISORS
DATE: NOVEMBER 2, 2016
SUBJECT: PIER ONE THEATRE LEASE ASSIGNMENT & PROPOSAL

In October 2016, Pier One Theatre contacted the City Manager's Office requesting a new lease as their existing term expires May 1, 2017; a lease proposal was received October 28, 2016 requesting another 5-year lease subject to the same conditions in their current lease. The new Artistic Director, Jennifer Norton, will be overseeing the organization. Improvements to the building are planned for 2017, including installation of outdoor lighting, roof repairs, door replacements, and painting the ticket booth.

The Lease Advisors reviewed the lease proposals at their November 1, 2016 meeting. As per the Lease Policies and Procedures, the proposal must go before the Port and Harbor Advisory Commission for recommendations and then to City Council for approval.

The Lease Advisors recognize how Pier One Theatre benefits the Homer community. They have been operating as a non-profit on the Homer Spit and leasing from the City for over 30 years. The City will continue to seek the highest and best use of all City-owned property; the Lease Advisors agree to a short-term lease since it fulfills the current need of that lot, while also keeping the City's interests open in case the Port and Harbor Enterprise is able to expand the Homer Marine Repair Facility (which shares the same lot).

The Lease Advisors recommend to City Council that the new lease request be granted to Pier One Theatre for an additional five year lease. Below are some highlighted details of the proposed lease:

- **Sec. 1 Property:** Portion of Tract 1-A (KPB 181-031-17) consisting of 2,344 square feet (area of buildings).
- **Sec. 2 Lease Term & Rent:** New term is five years with no options to renew to begin May 1, 2017 and expire April 30, 2022. Rent is \$1.00 per year.

Recommendation

The City Manager and Port and Harbor Staff recommends approving Resolution 16-118, awarding Pier One Theatre a five-year lease with no options for renewal, for a Portion of Tract 1-A, Fishing Hole Sub No. 2, with an annual base rent of \$1.00, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Attached: Pier One Theatre Lease Proposal

Fiscal Note: Pier One Theatre's Annual Base Rent will be \$1.00.



**CITY OF HOMER
PROPERTY MANAGEMENT
LEASE APPLICATION CHECKLIST**

Applicant Name: Pier One Theatre.

Date Application Received: 10/28/16

5.2 PROCEDURES

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
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NOTES:

2. Any applicable fees

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

\$30 Application fee. Submitted 10/28/16

\$250. Assignment fee.

\$300 New lease fee

3. A clear and precise narrative description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

Continue theatre productions and youth camps

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
------------	-----------	------------	-------------------

NOTES:

Development is complete. They will be:

- *Installing outdoor light over the entrance/exit doors.*
- *Completing the mural*
- *Repairing the roof*
- *Replacing the east entrance door*
- *Painting the ticket booth*

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Similar to previous site plans.

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
-----	----	-----	------------

NOTES:

Pier 1 is requesting a long term lease.

Lease assignment or new lease?

7. All other **required attachments** requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references.

☐ Applicant information

☒ Plot Plan

NA ☐ Development Plan

☒ Insurance

NA ☐ Proposed Subleases

NA ☐ Environmental Information

NA ☐ Agency approvals and permits

☒ Financial Information (Financial Statement **REQUIRED**, Surety, bankruptcy, pending litigation are situational.

NA ☐ Partnership information and a copy of the partnership agreement OR

☐ Corporation information and a copy of the Articles of Incorporation and Bylaws

☐ Certificate of good standing issued by the entity's state of domicile

☒ Appropriate References (Total of 4 persons or firms with whom the applicant or its owners have conducted business transactions with during the past three years. Two references must have knowledge of your financial management history (One of which **MUST** be your principal financial institution) and two must have knowledge of your business expertise).

YES	NO	N/A	INCOMPLETE
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NOTES:

Are we calling references? If so, for what?

8. Any other information required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
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NOTES:

2014 and 2013 Short Form 990-EZ.

Pier One Theatre Lease Renewal Application Cover Letter

Pier One Theatre is requesting the renewal of the lease for the warehouse on the Spit (lot TR 1-A) at a cost of \$1. per year for a minimum of five years. Pier One Theatre has been providing a unique alternative for entertainment on the Spit since 1973 and we have occupied the current building for 30 years. The lease with the city has worked out very well for our organization and for the city. We have been able to develop a friendly, functional, performance space full of personality that draws the local population as well as tourists out on the Spit. After 30 years we have a huge investment in this building including sets, props, lighting & sound equipment and theater seats. We also have a great deal of community support as evidenced by the local participation in all aspects of our productions (including audience).

Thousands of locals and tourists alike have attended a large variety of performances that have made them laugh, cry, debate and rethink. Many locals have told us that they never get out on the Spit in the summer unless they are coming to a show, and then they 'play tourist' for the day and browse the shops or have dinner out there before show-time.

Thousands more locals have participated - sharing their artistic talents and passions with the community. We provide a venue to allow musicians, artists, writers, performers and technicians to share their passion and their work. For example, for years we produced a show called Invisible Ink which showcased writers from the Kachemak Bay Writers Club. We frequently collaborate with the Library and their Top Drawer program. In 2017 we are scheduled to produce the contest winning play, a Homer version of 'Our Town', during our summer season.

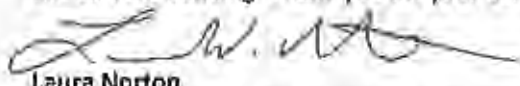
Many tourists tell us that they check out our summer schedule before deciding when they will make their annual trip to Homer. Pier One Theatre presents a different face of Homer to visitors than they get anywhere else. It showcases the amazing talent and passion inherent in our wonderful community.

Hundreds of Homer youths have participated in our summer camps, creating wonderful, imaginative vignettes while learning self-confidence, poise, cooperation, and other skills that benefit them in their everyday lives. Numerous Pier One campers have gone on to make their living in the theatrical art community or related professions. We provide a safe, summer activity for many youth.

We also bring in artists and shows from around the state that seem important to share with our community. Although Pier One Theatre can (and will) continue to do large productions at Homer High School (Les Misérables in 2014, e.g.), without our summer building it will be very difficult to maintain the variety, quantity and intimacy of our current program. Space for serving the artistic needs of our directors, performers and audience would be seriously limited if we have to seek and pay for an outside venue for each project.

Community theaters nationwide are becoming more rare every day. Homer should be proud to have such a long standing, vibrant organization in the community. Although long-time artistic director Lance Petersen is stepping down, there is great enthusiasm and excitement among players and audience to continue this endeavor under the direction of Jennifer Norton, native of Homer and herself a product of Pier One Youth Theatre camps and adult theater.

We hope you will continue to support our contribution to the community of Homer by renewing our lease on the current building. Thank you for your consideration of this request.



Laura Norton

President, Pier One Theatre Board of Trustees

299-2453



Lease Application/Assignment Form

Directions:

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	Jennifer Norton, Artistic Director
Business Name:	Pier One Theatre, Inc.
Social Security Number:	EIN 23-7448364
Mailing Address:	P.O. Box 894
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.	(907) 235-7333
Representative's Name:	Jennifer Norton
Mailing Address:	P.O. Box 1461
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.	(907) 299-3599
Property Location:	Warehouse Building located on Lot TR 1-A next to the Nick Dudiak Fishing Hole on the Homer Spit
Legal Description:	Building approximately 48' in length by 32' in width located on a portion of the World Seafood Property, Sec 35, T 6S, R13W, Seward Meridian, HM 0940043 The Fishing Hole Sub No 2 Tract 1-A, Homer Recording District, Third Judicial District, State of Alaska
Type of Business to be placed on property:	Summer stock theater and related activities, plus winter storage
Duration of Lease requested:	Not less than five years
Options to re-new:	In perpetuity

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input checked="" type="checkbox"/> N/A Water and sewer lines – location of septic tanks, if needed.</p> <p><input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>																				
2.	Development Plan	<p><input checked="" type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th><u>Dates</u></th> <th><u>Tasks</u></th> </tr> </thead> <tbody> <tr> <td><u>Jan - May 2017</u></td> <td><u>Install outdoor lights over entrance/exit doors</u></td> </tr> <tr> <td><u>May - June 2017</u></td> <td><u>Complete mural on side of building</u></td> </tr> <tr> <td><u>April - Aug 2017</u></td> <td><u>Repair roof on north west corner of building</u></td> </tr> <tr> <td><u>April - June 2017</u></td> <td><u>Replace cast entrance doors on main building</u></td> </tr> <tr> <td><u>April - June 2017</u></td> <td><u>Replace cast door and paint ticket booth</u></td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th><u>Building Use</u></th> <th><u>Dimensions and square footage</u></th> </tr> </thead> <tbody> <tr> <td><u>Selling tickets</u></td> <td><u>8'X5' – 40 sq ft</u></td> </tr> <tr> <td><u>Performance space</u></td> <td><u>48'X32' – 1,536 sq ft</u></td> </tr> <tr> <td><u>Backstage/shop/storage/dress'room</u></td> <td><u>24'X32' – 768 sq ft</u></td> </tr> </tbody> </table>	<u>Dates</u>	<u>Tasks</u>	<u>Jan - May 2017</u>	<u>Install outdoor lights over entrance/exit doors</u>	<u>May - June 2017</u>	<u>Complete mural on side of building</u>	<u>April - Aug 2017</u>	<u>Repair roof on north west corner of building</u>	<u>April - June 2017</u>	<u>Replace cast entrance doors on main building</u>	<u>April - June 2017</u>	<u>Replace cast door and paint ticket booth</u>	<u>Building Use</u>	<u>Dimensions and square footage</u>	<u>Selling tickets</u>	<u>8'X5' – 40 sq ft</u>	<u>Performance space</u>	<u>48'X32' – 1,536 sq ft</u>	<u>Backstage/shop/storage/dress'room</u>	<u>24'X32' – 768 sq ft</u>
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3.	Insurance	<p><input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.</p>																				
4.	Subleases N/A	<p><input type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.</p>																				
5.	Health Requirements N/A	<p><input type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.</p>																				

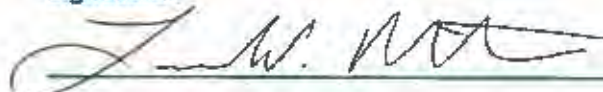
6.	Agency Approval Fire Marshall certificate currently hanging in the lobby of the theater	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <p><input checked="" type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i></p> <p><input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease.</p> <p><input type="checkbox"/> Assignment fee - \$250.00. Covers the costs of preparing and processing the lease transfer. <i>Please make check payable to the City of Homer.</i></p>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input type="checkbox"/> Sole or individual proprietorship.</p> <p><input type="checkbox"/> Partnership.</p> <p><input checked="" type="checkbox"/> Corporation.</p> <p><input type="checkbox"/> Other – Please explain: _____</p> <hr/> <p><input checked="" type="checkbox"/> Financial Statement – <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u></p> <p><input type="checkbox"/> Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input type="checkbox"/> Bankruptcy information – Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input type="checkbox"/> Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>

<p>11. Applicant References</p>	<p>Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.</p> <hr/> <p>Name: <u>Susan Oliver</u> Firm: <u>Homer Electric Association</u> Title: <u>Member Services Director</u> Address: <u>3977 Lake Street, Homer, Alaska 99603</u> Telephone: <u>(907) 235-8551, Fax (907) 235-3345</u> Nature of business association with Applicant: <u>Electrical Service Provider</u></p> <hr/> <p>Name: <u>Lisa Gerard</u> Firm: <u>Spennard Builders Supply</u> Title: <u>Office Administrator</u> Address: <u>3978 Lake Street, Homer, Alaska 99603</u> Telephone: <u>(907) 235-8506</u> Nature of business association with Applicant: <u>Construction supplies retailer</u></p> <hr/> <p>Name: <u>Laurie Olson</u> Firm: <u>Kenai Peninsula Borough School District</u> Title: <u>Director of Finance</u> Address: <u>148 N Binkley, Soldotna, Alaska 99669</u> Telephone: <u>(907) 714-8888</u> Nature of business association with Applicant: <u>Pier One Theatre rents performance and rehearsal space from the school district for large community performances.</u></p> <hr/> <p>Name: <u>Virginia Wise</u> Firm: <u>First National Bank Alaska</u> Title: <u>Assistant Cashier</u> Address: <u>3655 Heath Street, Homer, Alaska 99603</u> Telephone: <u>(907) 235-5800</u> Nature of business association with Applicant: <u>Financial Institution</u></p>
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I hereby certify that the above information is true and correct to the best of my knowledge.

Signature:

Date:



10/28/17

PIER ONE THEATRE

P.O. Box 894

Homer, AK 99603

Date: April 13, 2016
Location: Norton Home
Present: Barbara Petersen, Trustee
Lance Petersen, Trustee
Laura Norton, Trustee
Nancy Chastain, Trustee
Ken Landfield, Trustee

CALL TO ORDER

Meeting came to order at 6:00 p.m. All current Trustees were present.

NEW BUSINESS

I. New Artistic Director

With the imminent resignation of Lance Petersen as artistic director of Pier One it is necessary to find a replacement in order for the organization to continue. After brainstorming numerous names, the trustees unanimously decided to offer the position to **Jennifer Norton** for a trial period of 18 months (April 2016-October 2017). Lance will be her mentor during the upcoming summer season and she will assume full responsibility for summer 2017. She will be paid \$3000 for 2016 and \$3000 for 2017. Salary, expectations, and job satisfaction will be revisited in November 2017.

A phone call was made to Jennifer and she accepted the position and terms.

ADJOURNMENT

Meeting was adjourned at 7:30 p.m.

Laura Norton, Trustee

PIER ONE THEATRE

P.O. Box 894

Homer, AK 99603

Date: September 26, 2016
Location: Petersen Home
Present: Barbara Petersen, Trustee
Lance Petersen, Trustee
Jennifer Norton, Artistic Director
Laura Norton, Trustee
Nancy Chastain, Trustee
Ken Landfield, Trustee

CALL TO ORDER

Meeting came to order at 3:50 p.m. All current Trustees and the current Artistic Director were present.

OLD BUSINESS

I. Board Officers

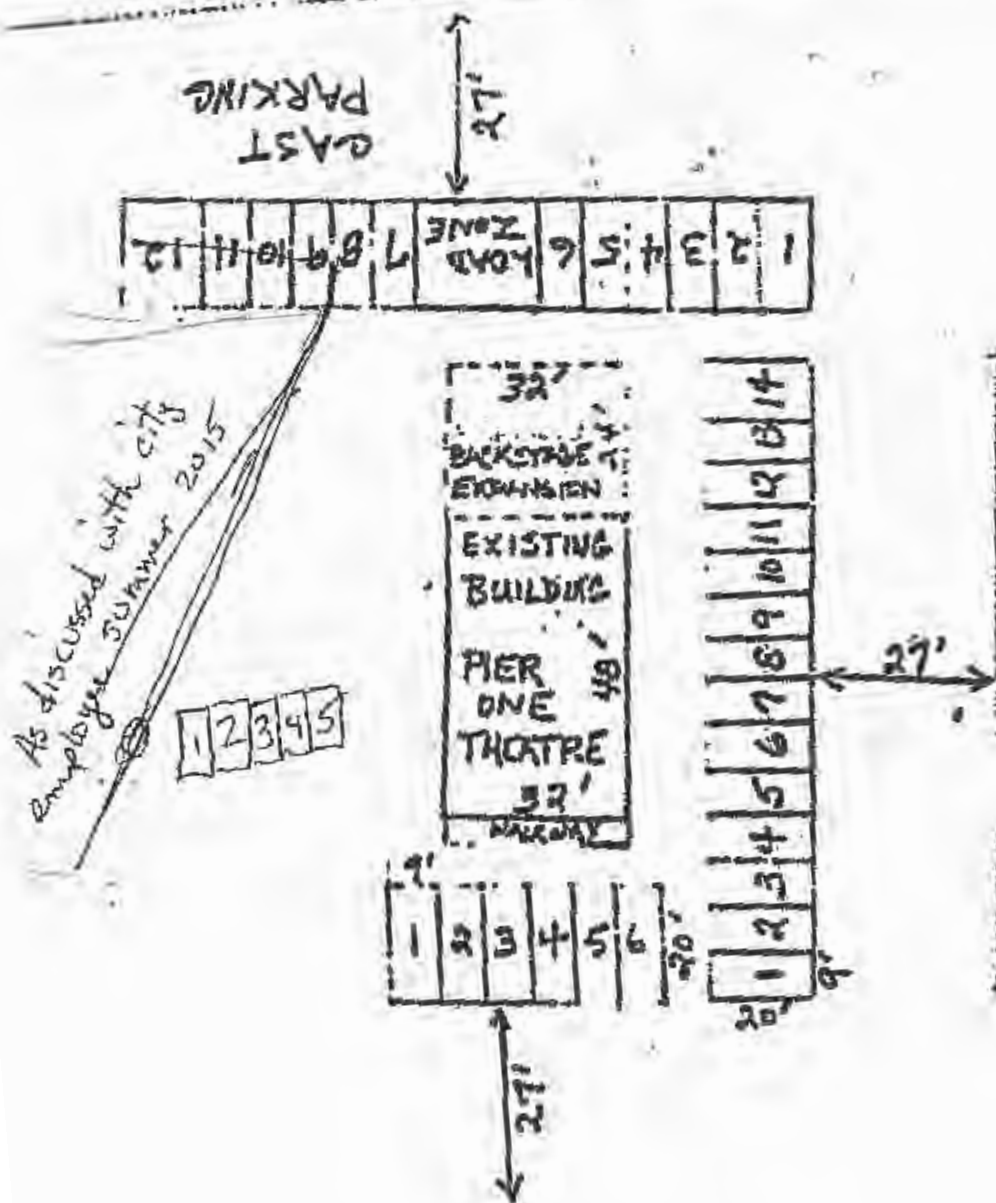
After much discussion, board positions were unanimously agreed as follows:

President/Treasurer: Laura Norton
Vice President: Ken Landfield
Secretary: Nancy Chastain

II. Bookkeeper

Need for a bookkeeper was discussed. Cost was considered. Names put forward were:

Cindy H.
Kathryn Parke
Trish Case Alward



PIER ONE THEATRE PARKING

LEASE AGREEMENT

Agreement made this 27th day of May, 2012 between the City of Homer, Alaska herein called Lessor and Pier One Theatre, Inc., an Alaskan corporation, of P.O. Box 894, Homer, Alaska, 99603, herein called Lessee.

In consideration of the mutual promises herein contained, the parties agree as follows:

SECTION ONE

Grant of Lease; Description of Premises

Lessor hereby grants to Lessee to occupy and use, subject to all of the terms and conditions hereof, the following real property located in the Homer Recording District, State of Alaska, more particularly described as:

A warehouse building approximately 48 feet in length by 32 feet in width located on a portion of the World Seafoods Property, Section 35, Township 6 South, Range 13 West, Seward Meridian, Homer Recording District, Third Judicial District, State of Alaska.

SECTION TWO

Limitation to Described Purpose; Terms, Compensation

The premises may be occupied and used by Lessee solely for the purpose of operating a summer stock theater and related activities and winter storage for the term of five years; from May 1st, 2012 to May 1st, 2017. The rent shall be \$1.00 a year.

SECTION THREE

Compliance with Laws And Regulations

Lessee shall be subject to and shall comply with all laws, regulations and ordinances which appertain to the above described premises, and shall obtain all necessary permits or licenses required by any governmental authority and shall be in full compliance therewith at all times during the continuance of this Lease.

SECTION FOUR

Vehicle Parking

It is understood that the Lessee shall provide parking for not less than 31 vehicles, and Lessee shall furnish a parking plan which shall be attached to and made a condition of this Lease agreement. Such parking shall be permitted only so long as this Lease agreement is in effect and shall terminate concurrently with the termination of this Lease.

SECTION FIVE

Termination

Lessor or Lessee may terminate this agreement at any time, by giving written notice to the other party, specifying the date of termination, such notice to be given not less than one hundred and eighty (180) days prior to the date therein specified. On any termination of this

agreement Lessee shall quit the premises, and shall remove therefrom all equipment stored on the premises within 48 hours of termination unless otherwise extended by Lessor.

SECTION SIX

Portable Classroom Rehearsal Space

The Lessee now has a portable classroom/rehearsal space attached to the City Warehouse, built in the summer of 1990 with privately raised funds. It is the understanding of both parties (Lessor and Lessee) that this portable building remains the property of Pier One Theatre and will be removed by Pier One if its theatre activities cease on the Spit or until such time as a different agreement is made in writing by both parties.

SECTION SEVEN

Utilities

Lessee shall pay for all utility service to the above described premises. No utilities other than electrical and telephone service shall be installed or connected.

SECTION EIGHT

Inspection of Premises

Lessee shall allow the Lessor, through its duly authorized representatives, to enter upon the above described premises at any reasonable time, for the purpose of an inspection thereof.

SECTION NINE

Assignment or Other Transfer of Interest

This agreement may not be assigned, reassigned or otherwise transferred unless the written consent of the Lessor is first obtained. Lessor shall be entitled to one-half of any rents or occupancy charges received by the Lessee from other occupants.

SECTION TEN

Taxes

Lessee shall pay all taxes levied upon any personal property of the Lessee situated upon the premises and owned by the Lessee or used in connection with the operation of the Lessee's business thereon.

SECTION ELEVEN

Insurance and Hold Harmless Agreement

A. Lessee specifically warrants that it will hold Lessor harmless from any and all claims by third parties arising out of the operations of Lessee upon the above described premises. Lessee shall obtain at its expense, and maintain during the entire period of this agreement public liability insurance with limits of not less than \$1,000,000 aggregate limits. Lessee shall name Lessor as an additional insured on the policy. Lessee shall promptly provide Lessor with a current certificate of insurance.

B. All contracts of insurance shall provide for not less than thirty (30) days written notice to Lessor of cancellation or expiration or substantial change in policy conditions and coverage.

SECTION TWELVE Delivery of Notices

Any notice mailed, addressed or delivered to either party by the other shall be at the addresses hereunder, unless and until the parties shall designate in writing a different representative or address.

Any notice or demand which must be given or made by the parties hereto shall be in writing and addressed to the parties at the following addresses:

Lessor: City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603

Lessee: Pier One Theatre, Inc.
P.O. Box 894
Homer, Alaska 99603

SECTION THIRTEEN Modification

This Lease agreement and any addenda or exhibits attached hereto shall constitute the entire agreement between the parties and no modification of this agreement shall be binding unless in writing and duly executed by the parties hereto.

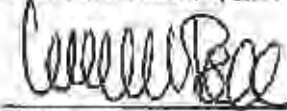
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand, this 1st day May, 2012.

Lessor: CITY OF HOMER



Walt Wrede
Homer City Manager

Lessee: Pier One Theatre, Inc.



William H. Bell, President Board of Trustees

State of Alaska)
)as
Third Judicial District)

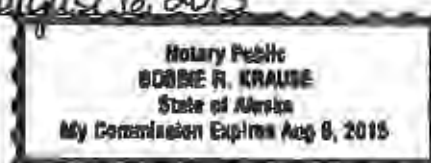
This is to certify that on this 1st day of May, 2012, before, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared Walt Wrede, known to me to be the City Manager of the City of Homer, Alaska, and he acknowledged to me the execution of the foregoing Lease Agreement for and on behalf of the City of Homer, Alaska, and further acknowledged to me that said instrument was signed and sealed by him on behalf of the City of Homer, Alaska, pursuant to authorization duly adopted by the City Council of Homer, Alaska.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year in this certificate first above written.

Bobbie R. Krause

Notary Public in and for Alaska

My Commission Expires: August 6, 2015



State of Alaska)
)ss
Third Judicial District)

This is to certify that on this 30th day of April, 2012, before, the undersigned Notary Public in and for Alaska, duly commissioned and sworn as such, personally appeared William H. Bell, known to me to be the President of the Board of Trustees, of Pier One Theatre, Inc., a corporation organized and existing by virtue of the laws of the State of Alaska, and he acknowledged to me the execution of the foregoing Lease Agreement for an on behalf of the said corporation for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year in this certificate first above written.

Rhonda Bradshaw

Notary Public in and for Alaska

My Commission Expires: 8-14-2013



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HOMER INSURANCE CENTER, INC 508 STERLING HWY, STE 201 HOMER, ALASKA 99603	CONTACT NAME: PHONE: 907-235-3881 FAX: 907-235-3882 E-MAIL: ADDRESS:
INSURED PIER ONE THEATRE INC PO BOX 894 HOMER, AK 99603	INSURANCE AFFORDING COVERAGE INSURER A: GREAT DIVIDE INSURANCE CO. NAIC #: 125 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES: CERTIFICATE NUMBER: 10,990 REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	APPLICABLE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	GC887168	3/23/2018	3/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 200,000 MED EXP (Per person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OF AGG \$ INCLUDED
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOB <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIFE EXCESS LIM. <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> ORU <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in AK) If not, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATE TOY LIMIT \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, additional sheets if needed, if space is needed)

THEATRE - ESTABLISHED IN 1973

CERTIFICATE HOLDER AS ADDITIONAL INSURED FOR COMPANY A

CERTIFICATE HOLDER CITY OF HOMER 491 E PIONEER AVENUE HOMER, AK 99603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2017/08)

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ARTICLES OF INCORPORATION
OF
HOMER COMMUNITY SUMMER THEATRE, INC.
A Non-Profit Organization

FILED FOR RECORD
DEPARTMENT OF COMMERCE
STATE OF ALASKA

MAY 1 1974

We, the undersigned adult persons of the age of twenty-one (21) years or more, residents of the State of Alaska, acting as incorporators of a non-profit corporation under the Alaska Business Corporation Act, Sec. 10.20.010, adopt the following Articles of Incorporation for said corporation:

FIRST: The name of the non-profit corporation is HOMER COMMUNITY SUMMER THEATRE, INC.

SECOND: The period of its duration is perpetual.

THIRD: Said corporation is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). Specifically, the organization shall produce and promote the Performing Arts through sponsoring performances in the Performing Arts; stimulating public interest and awareness in the Performing Arts; providing practical training in the Performing Arts; and awarding scholarships for training and/or courses of study in the Performing Arts.

FOURTH: The principal place of business for the corporation will be located at Homer, Alaska, and the agent for service of process will be Mr. Lance Petersen, Box 809, Homer, Alaska 99603.

FIFTH: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and

to make payments and distributions in furtherance of the purposes set forth in Article Third hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law).

SIXTH: Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Court of Common Pleas of the Borough in which the principal office of the corporation is then located, exclusively for such

purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

SEVENTH: A person may become a member of this non-profit organization by the payment of annual dues in the sum of five dollars (\$5.00). A current member in said organization is one who has paid the annual dues aforementioned, thereby entitling said member to voting rights and eligibility to hold office in this organization. The membership in the corporation will be open to the members of the public who submit an application to the corporation for approval by the current members as provided by the By-Laws duly enacted to carry out the purposes and objectives of said corporation enumerated above in Article Third.

EIGHTH: The highest amount of indebtedness or liability to which the corporation may be subject is Fifty thousand dollars (\$50,000.00).

NINTH: The corporation officers will be those of President, Vice-President, Secretary, and Treasurer who shall be elected for office on July 4, 1974.

TENTH: The number of directors constituting the initial board of directors of said corporation is three, and the names and addresses of the persons who are to serve as directors until the first election of the officers and directors are:

Mr. Lance Petersen, Box 809, Homer, Alaska.

Mr. Richard Dixon, Box 596, Homer, Alaska.

Mrs. Barbara Petersen, Box 809, Homer, Alaska

DATED at Homer, Alaska this 23rd day of April, 1974.

Lance Petersen

Richard M. Dixon

Barbara L. Petersen

STATE OF ALASKA)
 (ss.
Third Judicial District)

I, Gail M. Dixon, a notary public, hereby certify that on the 23rd day of April, 1974, personally appeared before me, LANCE PETERSEN, RICHARD DIXON, and BARBARA PETERSEN, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing document as incorporators, and that the statements therein contained are true.

Gail M. Dixon

Notary Public in and for Alaska

My commission expires: May 14, 1977

Amended By-Laws
Of
PIER ONE THEATRE, INC.
(Formerly Homer Community Summer Theatre, Inc.)

Adopted 6-12-82
Effective 7-1-82

Article I
Name

The name of the corporation is: PIER ONE THEATRE, INC.

Article II
Purpose

The purpose for which this corporation is organized and formed is to produce and promote the Performing Arts through:

1. Sponsoring performances;
2. Stimulating public interest and awareness;
3. Providing practical training; and
4. Awarding scholarships for training and/or courses of study.

Article III
Offices

The principal office of the corporation in the State of Alaska shall be located in the city of Homer. The corporation may have such other offices, either within or without the State of Alaska, as the Board of Trustees may designate or as the business of the corporation may require from time to time.

The registered office of the corporation required by the Alaska Business Corporation Act to be maintained in the State of Alaska may be, but need not be, identical with the principal office in the State of Alaska, and the address of the registered office may be changed from time to time by the Board of Trustees

Article IV
Membership

The Board of Trustees shall constitute the membership of the corporation. Membership in the corporation must be renewed annually, subject to such terms, membership fees, and restrictions as may be determined by the Board of Trustees from time to time.

Article V
Board of Trustees

Section 1. Purpose, Powers, and Duties.

The Board of Trustees has the general power to 1) control and manage the affairs, funds, and property of the Corporation; and 2) disburse the Corporation's monies and dispose of its property in fulfillment of its Corporate purpose: provided, however, that the fundamental and basic purposes of the Corporation, as expressed in the Articles of Incorporation and in Article II of the By-Laws, shall not thereby be amended or changed, and provided further, that the Board of Trustees shall not permit any part of the net earnings or capital of the Corporation to inure to the benefit of any private individual.

The Board may appoint an Artistic Director and a Managing Director, who shall be responsible to the Board for the artistic, administrative, and business management of the Corporation. The Board may further delegate authority to committees, Trustees, or other individuals as it seems necessary to accomplish the Corporate purpose.

Section 2. Number.

The number of Trustees, which shall be not less than five (5), shall be fixed from time to time by the Trustees then serving in office.

Section 3. Election, Term of Office.

Trustees shall normally be elected at the annual meeting of the Corporation by a majority vote of the Trustees then serving in office. Trustees shall be elected to office for a term of five years, or until their successors are duly elected and qualified, except in the case of their earlier death, resignation, or removal from office. A Trustee may be elected to consecutive terms.

Section 4. Ex Officio Trustees.

From time to time, by majority vote of the Trustees then serving in office, the Board may designate ex officio Trustees with vote or ex officio Trustees without vote and determine the length of term to be served, not to exceed one year. Ex officio Trustees with vote shall be counted in determining whether or not a quorum is present at a meeting. Ex officio Trustees without vote shall not be counted in determining the presence of a quorum.

Section 5. Resignation and Removal of Trustees.

Any Trustee may resign by giving written notice of his or her resignation to the Board or to the President or Secretary of the Corporation. Such resignation shall take effect at the time

Section 5, continued.

specified in such notice and the acceptance of such resignation shall not be necessary to make it effective. Any Trustee may be removed, with or without cause, by a two-thirds vote of all Trustees then serving in office.

Section 6. Vacancies.

Vacancies in the Board, however arising, shall be filled by a majority vote of all Trustees then serving in office at any regular meeting of the Board or at a special meeting of the Board called for that purpose.

Article VI
Meetings

Section 1. Annual Meeting.

The annual meeting of the Corporation shall be held on the fourth day of the month of July in each year, or on such other date as may be fixed by the Board of Trustees.

Section 2. Regular Meeting.

The frequency and dates of regular meetings of the Board of Trustees shall be fixed by the Board of Trustees, normally at its annual meeting.

Section 3. Special Meetings.

Special meetings of the Board may be called by the President or Vice President of the Board or shall be called at the request of any three voting Trustees of the Board.

Section 4. Place of Meetings.

Meetings of the Board may be held at the principal offices of the Corporation or at any other place within or without the State of Alaska. The notice of the meeting shall include the place and time of the meeting.

Section 5. Notice of Meetings.

Written notice of the time and place of the annual and regular meetings shall be sent to each Trustee at least ten days, but not more than thirty days, prior to the date of such meetings. Written notice of special meetings shall be sent to each Trustee not less than four days prior to the date of such meeting or by telegraph or telephone not less than two days prior to the date of such meeting.

Section 6. Waiver.

Notwithstanding the provisions of any of the fore-going sections, a meeting of the Board may be held at such time or place within or without the State of Alaska as the Board shall designate and any action may be taken thereat, if notice thereof is waived in writing by every Trustee having the right to vote at the meeting.

Section 7. Quorum.

A majority of the Trustees then serving in office shall constitute a quorum for all meetings of the Board.

In the absence of a quorum, a majority of the Trustees present may, without giving notice other than announcement at the meeting, adjourn the meeting from time to time until a quorum is obtained. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

Section 8. Voting.

At any meeting of the Board, every voting Trustee present in person shall be entitled to one vote and, except as otherwise provided by law or by these By-Laws, the act of a majority of the Trustees present in person at any meeting at which a quorum is present shall be the act of the Board.

Section 9. Presumption of Assent.

A Trustee of the Corporation who is present at a meeting of the Board at which action on any Corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Trustee who voted in favor of such action.

Section 10. Compensation.

By action of the Board, the Trustees may be paid their expenses, if any, at attendance at each meeting of the Board, and may be paid a fixed sum for attendance at each meeting of the Board, or a stated salary as Trustee. No such payment shall preclude any Trustee from serving the Corporation in any other capacity and receiving compensation therefor.

Article VII Officers

Section 1. Principal Officers.

The principal officers of the Corporation shall be a President, a Vice President, a Treasurer, and a Secretary. The President, Vice President, and Treasurer shall be elected from among the Trustees then serving in office. The Board, at any meeting, may elect or appoint additional officers or engage agents and employees and determine their terms of office and compensation, if any, as it may deem advisable.

Section 2. Election and Term of Office.

The officers of the Corporation shall normally be elected at the annual meeting of the Board, but may be elected at any meeting of the Board at which a quorum is present, by a vote of the majority of the Trustees present in person at the meeting. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal of Officers.

Any officer may be removed, with or without cause, at any time at any Board meeting at which a quorum is present by a vote of two-thirds of the Trustees present in person at the meeting.

Section 4. Vacancies.

Vacancies among the officers, however arising, shall be filled by a majority vote of Trustees present at any regular or special meeting of the Board at which there is a quorum present.

Section 5. President.

The President shall preside at all meetings of the Board and generally do and perform all acts incident to the office of President, and shall have such additional powers and duties as may from time to time be assigned to him or her by the Board. As the chief executive officer of the Corporation, the President shall have the authority to commit the Board to an action or actions between Board meetings, subject to the review of the Board at the next meeting.

Section 6. Vice President.

In the absence (or inability to act) of the President, the Vice President shall exercise the powers and perform the duties of President. The Vice President shall also generally assist the

Article VIII
Committees

Section 1.

The Board may, at any meeting of the Board, designate advisory standing and/or ad hoc committees of the Board.

Section 2. Membership.

Each committee shall consist of at least three persons, at least one of whom shall be a Trustee of the Corporation. The chairman of each committee shall be appointed by the President of the Board.

Article IX
Miscellaneous

Section 1. Fiscal Year.

The fiscal year of the Corporation shall begin on the first day of ^{January} ~~July~~ and end on the thirty-first day of ~~June~~ ^{December} in each year, commencing with ~~July~~ ^{January} 1, 1982.

Section 2. Contracts, Checks, Bank Accounts, Etc.

The Board is authorized to select such banks or depositories as it shall deem proper for the funds of the Corporation. The Board shall determine who, if anyone, in addition to the President and the Treasurer, shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for the payment of money, acceptances, notes, or other evidences of indebtedness, to enter into contracts or to execute and deliver other documents and instruments.

Section 3. Scholarship Awards.

From time to time, as the financial resources of the Corporation permit, and shall be prescribed by the Board, the Corporation shall, by appropriate action of the Board, award scholarships for training and/or study in the performing arts. Scholarship applicants shall fulfill requirements as determined from time to time by the Board.

Article X
Amendments

These By-Laws may be altered, amended, or repealed in whole or in part at any duly organized meeting of the Board of Trustees of the Corporation, by a two-thirds majority vote of the Trustees then serving in office.

Rachel Tussey

From: Dotti Harness
Sent: Wednesday, November 02, 2016 3:02 PM
To: akbeanwrestler@gmail.com; Laura Norton (wlburnorton@gmail.com)
Cc: Rachel Tussey; Katie Koester
Subject: Pier 1 Lease Extension

Jennifer and Laura,

Good news! The Lease Advisors are forwarding their recommendation to approve a 5-yr lease extension to Pier One Théâtre.

The Pier One request will be reviewed by the Port and Harbor Commission on Wednesday, November 9th at 6pm in the Upstairs conference room at City Hall. The P&H commission forwards their recommendation to the City Council. If all goes as planned, the Pier One request will be on the City Council agenda, Monday, November 21st at 6pm in the Cowles Council Chamber. Both of these meetings are open to the public and a representative from Pier One is encouraged to attend.

Stay tuned and call if you have questions.

Dotti Harness-Foster
City Manager's Office
907-235-8121

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 16-119

A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING UNITED STATES COAST GUARD (USCG) A NEW ONE-YEAR LEASE WITH NINE, ONE-YEAR OPTIONS TO RENEW FOR LOT 2, HOMER SPIT FOUR SUB, WITH AN ANNUAL BASE RENT OF \$17,058.60, AND AUTHORIZING THE CITY MANAGER TO MOVE FORWARD WITH LEASE NEGOTIATIONS AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City has had a long-standing relationship with the United States Coast Guard as they have established two cutter support facilities and moorings in Homer; and

WHEREAS, It is the USCG's policy as set by Congressional appropriations to maintain all their leases, which includes writing and implementation of said leases; and

WHEREAS, The USCG's lease for the Cutter Roanoke expired September 30, 2016 with a change of command and a new cutter stationed in Homer: the Cutter Naushon; and

WHEREAS, The USCG has recently contacted City Administration with a draft for a new lease for Lot 2 and the exclusive use of 140 feet of dock space on System 5 in the Homer Harbor; staff is currently working with the USCG's real property department in finalizing that lease, with the next step being approval by the Homer City Council; and

WHEREAS, The City Manager and the Port and Harbor Advisory Commission recommend to City Council that a new one-year lease with nine, one-year options for renewal be awarded to the USCG for Lot 2 for the continuation of establishing a support facility and moorage for the USCG Cutter Naushon.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves that the City of Homer enter into a new, one-year lease with nine, one-year options for renewal with the United States Coast Guard (USCG) for Lot 2, Homer Spit Four Sub, with a base rent of \$17,058.60 per year, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: Base lease will be \$17,058.60 annually, and is adjusted annually to keep pace with the Consumer Price Index.



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 16-182

TO: MAYOR BRYAN ZAK & HOMER CITY COUNCIL
THROUGH: PORT & HARBOR ADVISORY COMMISSION
FROM: KATIE KOESTER, CITY MANAGER
DATE: NOVEMBER 2, 2016
SUBJECT: RECOMMENDATIONS RE: NEW LEASE FOR USCG

USCG - NAUSHON FACILITY & MOORAGE SUPPORT

The City has had a long-standing relationship with the United States Coast Guard as they have established two cutter support facilities and moorings in Homer. It is the USCG's policy as set by Congressional appropriations to maintain all their leases, which includes writing and implementation of said leases.

The USCG's lease for the Cutter Roanoke expired September 30, 2016. There has also been a change of command and a new cutter stationed in Homer: the Cutter Naushon. The USCG has recently contacted the City with a draft for a new, long-term lease. Staff is currently working with the USCG's real property department in finalizing that lease; the next step in the process is for the new lease request to go before the Port and Harbor Advisory Commission for recommendations and then to City Council for approval.

It is my recommendation to City Council that the lease with the United States Coast Guard for the continuation of establishing a support facility and moorage for the USCG Cutter Naushon. Below are some highlighted details of the draft lease:

- **1. Property:** Lot 2, KPB 181-032-18, consists of 14,000 square feet, and exclusive use of 140 feet of dock space on System 5 in the Homer Harbor.
- **2 & 5. Lease Term & Renewals:** Term is set by USCG for one year with nine (9) successive one-year renewals; to begin October 1, 2016 and expire 9/30/2026 with no options remaining.
- **3. Uplands & Dock Rent:** As per a recent appraisal from October 13, 2016, the annual market rent for Lot 2 is \$10,920.00. Total base rent is determined by the USCG and will include compensation for use of the uplands and dock space; base rent will be \$17,058.60 with annual CPI Increases.

Recommendation

The City Manager and Port and Harbor Staff recommends approving Resolution 16-119, awarding United States Coast Guard (USCG) a one-year lease with nine, one-year options for Lot 2, Homer Spit Four Sub, with an annual base rent of \$17,058.60, and authorizing the City Manager to move forward with lease negotiations and execute the appropriate documents.

Fiscal Note: USCG Annual Base Rent will be \$17,058.60. Rate is adjusted annually per the Consumer Price Index.

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

3 City Manager/
4 Personnel Director

5 **RESOLUTION 16-120**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
8 APPROVING A NEW ONE-YEAR CONTRACT FOR EMPLOYEE
9 HEALTH AND LIFE INSURANCE FOR 2017 WITH PREMIERA BLUE
10 CROSS, ASSURANT HEALTH, AND PRUDENTIAL.
11

12 WHEREAS, The City of Homer received proposals from private health insurance
13 companies which were evaluated by the consultant and City Administration, and agreed that
14 the best proposal for health insurance was the one submitted by Premiera Blue Cross; and
15

16 WHEREAS, Assurant Health submitted a proposal for Dental and Vision which would
17 provide the City with a better rate for those benefits; and
18

19 WHEREAS, Combining the Premiera Blue Cross and Assurant Health proposals would
20 only raise the total health care costs by 10.4% in 2017; and
21

22 WHEREAS, The Employee Committee had a conference call and discussion with
23 Brandon Nyberg of Wells Fargo Insurance, reviewed the benefit coverage and cost projections
24 for the 2017 plan, and reviewed proposals submitted, and concurs with this
25 recommendation.
26

27 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a
28 new one-year contract with Premiera Blue Cross, Assurant Health, and Prudential for
29 employee health and life insurance for 2017, with a term beginning on January 1, 2017, and
30 authorizes the City Manager to execute the appropriate documents.
31

32 PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.
33

34 CITY OF HOMER
35
36

37 _____
38 BRYAN ZAK, MAYOR

39 ATTEST:

40

41

42 _____

43 JO JOHNSON, MMC, CITY CLERK

44

45 Fiscal Note: \$1,603,630.27 annual cost of employee health care.



City of Homer

www.cityofhomer-ak.gov

Human Resources

491 East Pioneer Avenue
Homer, Alaska 99603

personnel@cityofhomer-ak.gov
(p) 907-235-8121 x2225
(f) 907-235-3148

Memorandum 16-183

TO: MAYOR ZAK AND CITY COUNCIL

THRU: KATIE KOESTER, CITY MANAGER

FROM: ANDREA BROWNING, PERSONNEL DIRECTOR

DATE: NOVEMBER 21, 2016

SUBJECT: 2017 EMPLOYEE HEALTH INSURANCE

Wells Fargo Insurance solicited proposals on behalf of the City of Homer for Health Insurance for the upcoming year. Wells Fargo received bids from: Premera, Aetna, and United Healthcare for medical coverage– as well as quotes from: Assurant Health, Guardian, and Standard on Dental, and Assurant Health on Vision, as well as a renewal quote from Prudential on Life Insurance. Other dental and vision providers were solicited, but declined to quote.

All of the proposals were reviewed in detail. The Aetna bid was not competitive. The United Healthcare of Alaska bid came in very competitive, but was still higher than the final Premera bid, and as such was eliminated. Additionally, Premera has a very good network of providers and, employees have been happy with their coverage.

Brandon Nyberg and Beth Olszak of Wells Fargo Insurance had a conference call with the Employee Committee, the Finance Director, and HR Director, and various options were discussed.

In the end, it was determined that the best option for the City moving forward is to keep our Health, Vision & Dental coverage broken apart. Premera will remain our Health Insurance provider, but Assurant Health will provide our Vision & Dental coverage. We will remain with Prudential for Life Insurance.

By separating out the plans, this minimizes the premium change to a 10.4% increase. Because we budgeted in for a 20% increase, this translates to coming in well under-budget- resulting in pulling approximately \$160,000 less from the Health Insurance fund.

RECOMMENDATION:

Adopt Resolution 16-120 to approve a new one-year contract with Premera Blue Cross, Assurant Health, and Prudential for employee health and life insurance for 2017.

**CITY OF HOMER
HOMER, ALASKA**

Lewis

RESOLUTION 16-121

A RESOLUTION OF THE CITY OF HOMER SUPPORTING THE
STANDING ROCK LAKOTA TRIBE AND OPPOSING THE DAKOTA
ACCESS PIPELINE.

WHEREAS, The proposed Dakota Access Pipeline (DAPL) is a 1,168-mile, 30-inch diameter pipeline being developed by the Energy Transfer Partners and its affiliates, which would carry as much as 570,000 barrels per day of Bakken crude from western North Dakota to Illinois; and

WHEREAS, The DAPL would run across or beneath 209 rivers, creeks and tributaries, including the Missouri River, which provides drinking water and irrigates agricultural land in communities across the Midwest, serving nearly 10 million people; and

WHEREAS, The DAPL would also run through the ancestral lands and waters reserved for the traditional use of the Standing Rock Sioux Tribe by the Treaty of Ft. Laramie, include the Missouri River, burial grounds and gravesites, and other sacred sites of cultural, religious, and historical significance; and

WHEREAS, Indian Treaties such as the Treaty of Ft. Laramie are recognized by the U.S. Constitution as “the supreme law of the land,” and require consultation and cooperation by the United States with the Indian Treaty partner before any federal action is taken that affects Treaty lands, territories, water or other resources; and

WHEREAS, The American Indian Religious Freedom Act of 1978 affirms the need to “protect and preserve for American Indians their inherent right of freedom to believe, express, and exercise the traditional religions,” particularly in American Indian sacred places; and

WHEREAS, Alaska recognizes that Native burial grounds and historic graves are “a finite, irreplaceable, and nonrenewable cultural resource, and are an intrinsic part of the cultural heritage of the people of Alaska;” and

WHEREAS, Articles, 11, 12, and 25 of the United Nations Declaration of the Rights of Indigenous People (UNDRIP), as endorsed by the United States in 2010, affirms that indigenous people like the Standing Rock Sioux Tribe possess the right to maintain and protect their culture, religion, practices, and relationship with their “traditionally owned and otherwise occupied and used lands, territories [and] waters;” and

WHEREAS, The UNDRIP Article 32 further provides that governments shall consult with indigenous peoples “in order to obtain their free and informed consent prior to the approval of any project affecting their lands or territories and other resources, particularly in connection with the development, utilization or exploitation of mineral, water or other resources;” and

WHEREAS, The U.S. Army Corps of Engineers failed to consult with or obtain the free, prior, and informed consent of the Standing Rock Sioux Tribe as required by the Treaty of Fort Laramie, Executive Order 13175, the UNDRIP Article 10, and other federal and international laws, before issuing a “Mitigated Finding of No Significant Impact” that would result in an easement for horizontal directional drilling for the DAPL; and

WHEREAS, Any spill of oil into the Missouri River would irreparably harm the Standing Rock Sioux Tribe’s Treaty reserved lands, territories, waters and other resources; burial grounds, gravesites and other sacred sites of cultural, religious, and historical significance; and spiritual relationships and indigenous ways of life; and

WHEREAS, The Mayor of the City of Seattle, City Councils of Portland, Oregon, St. Paul and Minneapolis, Minnesota, Affiliated Tribes of Northwest Indians comprised of 59 Indian Nations in the Northwest, and nearly 200 Indian Nations, are among the governmental bodies that have taken formal action to support the Standing Rock Sioux Tribe and oppose the DAPL.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, supports the Standing Rock Lakota Tribe and opposes the Dakota Access Pipeline (DAPL).

BE IT FURTHER RESOLVED by the City Council of Homer, Alaska, that:

Section 1. The City of Homer stands in support of the Standing Rock Sioux Tribe’s opposition to construct the Dakota Access Pipeline (DAPL) across the Tribe’s ancestral lands, water and sacred sites.

Section 2. The City of Homer call upon the United States and the Army Corps of Engineers to obtain the free, prior and informed consent of the Standing Rock Sioux Tribe, prior to taking any federal action regarding the DAPL that would harm or destroy the Tribe’s ancestral lands, waters and sacred sites.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

88 ATTEST:
89
90 _____
91 JO JOHNSON, MMC, CITY CLERK
92
93 Fiscal Note: N/A

**CITY OF HOMER
HOMER, ALASKA**

Lewis

RESOLUTION 16-122

A RESOLUTION OF THE HOMER CITY COUNCIL AMENDING THE
CITY COUNCIL OPERATING MANUAL UNDER CITY COUNCIL
AGENDA AND MEETING CONDUCT GUIDELINES TO ADD MAYORAL
PROCLAMATIONS AND MAYORAL RECOGNITIONS FOLLOWING
AGENDA APPROVAL.

WHEREAS, Frequently the Mayor issues proclamations for events and organizations
and recognitions to individuals and groups; and

WHEREAS, Adding an agenda item specifically for mayoral proclamations and
recognitions that follows the agenda approval will allow attendees to be recognized at an
earlier point in the council meetings.

NOW, THEREFORE, BE IT RESOLVED by the Homer City Council that the City Council
Operating Manual be amended under City Council Agenda and Meeting Guidelines, to add
mayoral proclamations and mayoral recognitions following agenda approval.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

CITY COUNCIL AGENDA & MEETING CONDUCT GUIDELINES

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE

HCC 2.08.040(h) (Bylaws)

Four council members (quorum) is required.

Pledge of Allegiance will be said for all Regular and Special Meetings.

2. APPROVAL OF THE AGENDA

The agenda closes at 11:00 a.m., Wednesday before the Council meeting. HCC 2.08.040(d)(3) requires unanimous consent of the Council to add (or remove) business items from the agenda. Tentative agenda items, type of enactment and subject only, need to be to the City Clerk by Thursday of the week proceeding Council packet week. The final packet ready document(s) need to be to the City Clerk as soon as possible prior to 11:00 a.m. on the Wednesday for packet review. Any late agenda item not meeting the tentative agenda deadline and/or not meeting the packet deadline shall be discussed with the Mayor by the submitter if a Councilmember. All other late items, unless of an immediate nature, shall be placed on the next tentative agenda. (Reso 03-84, 2003; Reso 03-81, 2003).

3. MAYORAL RECOGNITIONS AND MAYORAL PROCLAMATIONS

Mayoral recognitions and mayoral proclamations must be approved by the Mayor. A request must be made timely for inclusion in the City Council Packet. Official action of the City Council is not taken under this agenda item.

34. PUBLIC COMMENTS REGARDING ITEMS ALREADY ON THE AGENDA

No prior arrangement is required. The public may have unrestricted access to the City Council for comments regarding matters already on the agenda with the exception of matters listed under Public Hearings or questions on presentations given under Visitors section of the agenda; these should be held until Comments of the Audience. Those giving testimony are requested to preface remarks with their name & address for the record. The Mayor will provide time limitations on presentations based on the volume of business before the Council. No official action will be taken by the Council under this business item. Any comments regarding Board of Adjustment hearings must

be on procedure only. No comments that contain any argument or new evidence are acceptable and are subject to being cut short by the Mayor and/or Council.

45. RECONSIDERATION

When a Councilmember has issued notice of reconsideration on an item, the reconsideration is acted upon at this point in the meeting. The Item to be reconsidered is placed under Pending Business, Ordinances or Resolutions - depending on the item.

56. CONSENT AGENDA

The following business items are appropriate for the consent agenda. These items are acted upon by one motion for approval of the Consent Agenda. If discussion is requested on an item that item may be removed from the Consent Agenda and placed on the Regular Agenda.

- 1) Minutes approval
- 2) Liquor license renewals and transfers
- 3) Any gaming permit requiring approval of the local government unit.
- 4) Confirmation of Commission & Board Appointments
- 5) Resolutions (of a general nature required for normal business operations of the City)
- 6) Requests to hold Executive Session. (Executive Session will typically be conducted at the end of business, just prior to Audience Comments, unless the Mayor calls for the Executive Session to be held at another point in the agenda.) (Reso 03-140, 10/27/03).
- 7) Change Orders
- 8) Travel Authorization (Reso 00-08, 1/10/00).
- 9) Ordinance introduction and first reading and setting the public hearing date and second reading date. (Reso 00-82, 8/28/00).

The Mayor or any Councilmember, whether a/the sponsor or not, may remove an item and place that item on the Regular Agenda during the Tentative Agenda period and up until the printing and distribution of the packet. The City Clerk shall notify the sponsor(s) of said change. The Mayor and Council shall have agendas with blank lines under Consent Agenda, Ordinances, New Business and Resolutions for the purposes of keeping track of changes to the Consent Agenda, Ordinances, New Business and Resolutions.

This format shall be utilized as much as it reasonable for the Standing Committees, Committees, Task Forces and the like. (Reso 06-132, 09/25/06).

67. VISITOR(S)

These requests must be approved by the City Manager or Mayor. To be placed in the visitors category, an outline, letter, or other descriptive material must be provided (timely) for distribution in the City Council Packet. Official action of the City Council is not taken under this agenda item. NO questions from the audience will be taken until "Comments of the Audience"

**78. ANNOUNCEMENTS/PRESENTATIONS
BOROUGH & COMMISSION REPORTS**

Announcements are made from the council table (Council Members, Mayor or City Manager). The Chair may be provided written information in advance of the meeting to announce for non-Councilmembers, at the Chair's discretion. Borough or Advisory Commission reports may also be presented at this time. No action by Council will be made here, although the Council may request a matter brought to their attention in a report be placed on an agenda for a future meeting. Travel Narrative Reports. (Reso 00-08, 1/10/00).

89. PUBLIC HEARINGS

This agenda item is intended to provide for formal hearing testimony regarding ordinances, resolutions, or as directed by the Chair or majority of City Council. Those giving testimony are requested to preface remarks with their name and address for the record.

Public Hearing testimony may be time limited by the Chair. Council may make inquiries of those giving testimony. After the public has finished testifying the City Council may take final action, including amendments, on an Ordinance, provided that the public has been notified that such action may occur at this time and shall follow the other procedures as outlined under Item 9. (Reso 01-36, 06/11/01; Ord 01-18, 06/12/01).

910. ORDINANCES

For first and subsequent readings including the final reading of ordinances, and all formal votes on motions of amendment, adoption or other disposition of ordinances. Votes are taken by roll call. Placement of an ordinance is limited to the City Manager, Mayor or Council Members. However, introduction/first reading of Ordinances and setting of public hearing may be placed on the Consent Agenda. Ordinances may be postponed at introduction

or subsequent readings to the next regular or special meeting.

Editing form for Ordinances: Deletions are characterized strike over and may be in brackets. Additions are characterized by bold lettering and underlining.

Sponsors, authors, Directed by Council or Requested by staff may be placed at the top of the Ordinance. (Reso 01-36, 06/11/01; Ord 01-18, 06/12/01).

1011. CITY MANAGER’S REPORT

The Manager or his designee reports to the City Council. Questions and answers between the Council and Manager are appropriate. Official action is not taken by the Council under this agenda item. A monthly report will be provided in the Council informational packet.

1112. CITY ATTORNEY REPORT

The Attorney reports to the City Council. Questions and answers between the Council and the Attorney are appropriate. Official action is not taken by the Council under this agenda item. A monthly report will be provided in the Council informational packet.

1213. COMMITTEE REPORTS

Reports of Council standing committees are given. Official action is not normally taken by the Council under this agenda item.

1314. PENDING BUSINESS

Access is limited to the City Manager, Mayor and members of the City Council. Requests for items to be placed on agendas at Council meetings for future council agendas will be subject to vote of the City Council. Voice vote or roll call vote will constitute action of the City Council. Reference HCC 2.08.040(h) for By-law provisions.

1415. NEW BUSINESS

The same provisions as under pending business apply here.

1516. RESOLUTIONS

A Council Member, Mayor or City Manager can direct that a resolution appear

Excerpt from City Council Operating Manual
Proposed amendment – Resolution 16-122

on the agenda. Notation of sponsor can appear on the face of the resolution. Formal action of the Council will be by roll call vote. HCC 2.08.040(h).

Sponsors, authors, Directed by Council or staff may be placed at the top of the Resolution.

Council Training & Informational Materials

Deleted from the Packet by Council consensus and signing of a Memorandum by the Councilmembers on June 8, 1992. Also noted was that backup up materials of any kind are not required in consecutive packets provided a reference sheet is submitted with the item denoting the backup materials previously submitted.

~~16~~17. **COMMENTS OF THE AUDIENCE**

Members of the audience may address the City Council at will on any subject whether or not on the agenda. The Mayor may time limit remarks.

~~17~~18. **COMMENTS OF THE CITY ATTORNEY**

Reserved for Comments of the City Attorney. Action of the Council is not taken here.

~~18~~19. **COMMENTS OF THE CITY CLERK**

Reserved for comments of the City Clerk. Action of the City Council is not taken here.

~~19~~20. **COMMENTS OF THE MANAGER**

Reserved for comments of the City Manager. Action of the City Council is not taken here.

~~20~~21. **COMMENTS OF THE MAYOR**

Reserved for comments, reports, or notification of the Mayor. No Council action is taken here.

~~21~~22. **COMMENTS OF THE COUNCIL**

Each Council Member may comment regarding any subject whether or not on the agenda. This is an appropriate place to note or bring to the attention of the Mayor, Council and Administration any miscellaneous business or point of interest. Miscellaneous announcements, notifications of absence from future Council meetings, and requests for items to appear on the agenda, are other areas appropriately covered.

Notice of reconsideration may be given, re: 2.08.040(i).

2223. ADJOURNMENT/NOTICE OF NEXT REGULAR MEETING

Meetings will be concluded by or recessed by midnight, unless Council votes to suspend the rules. The balance of any business will be held over until call of the Chair. Notice of the next regular, and/or special meeting will appear on the agenda following "adjournment". (Reso 10-73, 09/13/10; Reso 00-82, 08/28/00; Reso 00-08, 01/10/00; Reso 98-58, 07/13/98).

The Regular Agenda format for all advisory bodies of the City Council shall utilize the following basic agenda format:

NAME OF BODY	DATE OF MEETING
PHYSICAL LOCATION OF MEETING	DAY OF WEEK AND TIME
HOMER, ALASKA	OF MEETING
	MEETING ROOM

**REGULAR MEETING
AGENDA**

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA
6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PLAT CONSIDERATION (Planning Commission only)
10. PENDING BUSINESS or COMMISSION BUSINESS

11. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY)
12. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY)
13. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
14. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
15. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
16. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
17. COMMENTS OF THE COMMISSION
18. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR _____ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, clerk@ci.homer.ak.us. 235-3130.

Audience Participation – Audience comments are acceptable when invited by a Councilmember or the Mayor. Audience comments as an agenda item is provided so that anyone wishing to speak to the Council may do so without prior arrangement. The Mayor may limit the time for “Comments Upon Matters Already on the Agenda or Audience Comments.” Comments are generally limited to 3 minutes per person unless authorization to speak longer is granted by Council action. (Reso 06-54, 05/22/06).

BASIC TIME LIMIT (Public Comments, Public Hearing Testimony and Audience Comments.) Comments are limited to three minutes per person per issue unless authorization to speak longer is granted by Council action. In the interest of time, the Council has found it necessary to place a time limit. It may be desirable to have one spokesperson for special interest groups making a statement to the Council. (Reso 06-54, 05/22/06).

Any person making personal, impertinent, threatening or slanderous remarks or who shall become boisterous while addressing the Council, shall be forthwith, by the presiding officer barred from further audience at the meeting before the Council, unless permission to continue be granted by a majority vote of the Council.

This is item m. of the Council's ByLaws. Any Councilmember may rise to a Point of Order regarding this issue.

VISITORS

ANNOUNCEMENTS
PRESENTATIONS
BOROUGH REPORT
COMMISSION REPORTS

**CITY OF HOMER
HOMER, ALASKA**

MAYOR'S PROCLAMATION

**Small Business Saturday
November 26, 2016**

WHEREAS, The City of Homer celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 27.9 million small businesses in the United States, they represent 99.7 percent of American employer firms, create more than two-thirds of the net new jobs, and generate 46 percent of private gross domestic product, as well as 54 percent of all US sales; and

WHEREAS, Small businesses employ over 55 percent of the working population in the United States; and

WHEREAS, Eighty-nine percent (89%) of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

WHEREAS, Eighty-seven percent (87%) of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

WHEREAS, Ninety-three percent (93%) of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

WHEREAS, The City of Homer supports our local businesses that create jobs, boost our local economy, and preserve our neighborhoods; and

WHEREAS, Advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Bryan Zak, Mayor of Homer, Alaska, do hereby proclaim November 26, 2016 as:

SMALL BUSINESS SATURDAY

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Homer, Alaska, to be affixed this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK



WHAT IS SMALL BUSINESS SATURDAY?

Small Business Saturday SM was created in 2010 in response to small business owners' most pressing need: more customers. Falling between Black Friday and Cyber Monday, it's a day to support the local businesses that create jobs, boost the economy and preserve neighborhoods around the country. It has since become a nation-wide, well-known celebrated event on the national calendar with support from elected officials, public and private organizations.



WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates commitment to the communities in which we live
- Creates goodwill within the communities
- When we support small business, jobs are created and local communities preserve their unique culture

WHAT PEOPLE ACROSS THE NATION ARE SAYING ABOUT 2015 SMALL BUSINESS SATURDAY*:

"Small Business Saturday was an amazing experience for everyone involved. From the business owners, to the guests, everyone felt a great pride in their community and appreciated the opportunity to find companies that are local to them. I can't wait for next year!"

– Syd Suntha of Bread and Circuses in Seattle, WA

"At Cliché Noe Gifts + Home, Small Business Saturday is a very important kick-off to the holiday season and we have double staff all day long to provide that level of service we base our reputation on every day. We find local people coming into the shop especially to support us on that day. Does all this grow our business? Is it worth the time and trouble? We certainly think so."

– Dani Sheehan-Meyer, Cliché Noe Gifts + Home in San Francisco, CA

"The holiday shopping season is a critical time for our small business owners. Consumers have more choices everyday about where to spend their money and the savvy shoppers know that shopping small impacts their community's economy. Last year, 50% of businesses participating in the Small Business Saturday campaign responded that it had a significant positive impact on their business."

– Charlotte Gill, Stay Local in New Orleans, LA

**If you would like to include any of this content please reach out to meganh@mbooth.com*

2015 SMALL BUSINESS SATURDAY FACTS:

- More than 95 million consumers shopped at small businesses on Small Business Saturday in 2015, marking an eight percent increase from 2014
- The U.S. Senate unanimously passed a resolution recognizing November 28, 2015 as Small Business Saturday, supporting efforts to encourage consumers to shop locally, increase awareness of the value of locally owned small businesses and highlight these businesses' impact on the economy of the United States
- Elected officials in all 50 states and Washington, D.C. – including President Obama and many senior government officials – championed Small Business Saturday
- More than 4,100 Neighborhood Champions around the country rallied local businesses and created events and activities in their communities
- 425 small business advocate groups supported the nationwide initiative
- Nearly 100 corporations, including FedEx, Eventbrite, Microsoft, and Yelp, banded together with American Express to promote shopping at small businesses for Small Business Saturday
- In the month of November, there were 85 million social media engagements in support of Small Business Saturday, many using the hashtags #SmallBizSat and #ShopSmall

JOIN THE COALITION:

Building on the success of the previous six years, we plan to scale this year's Small Business Saturday by expanding the coalition of supporters and creating more local events around the country. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to Shop Small on November 26, 2016.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses. **Join Us!**

CONTACT INFO:

Jason Lalak, Vice President, Women Impacting Public Policy (WIPP) | Phone: (415) 434-4314 | Email: JLalak@wipp.org

ALASKA RURAL WATER ASSOCIATION WATER TASTE TEST

THIS CERTIFICATE IS AWARDED TO:

THE CITY OF HOMER

IN RECOGNITION OF WINNING

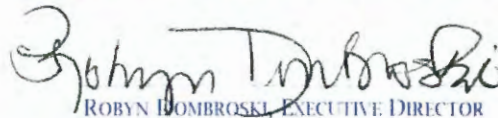
FIRST PLACE

AT THE 18TH ANNUAL ARWA WATER TASTE TEST

WEDNESDAY, NOVEMBER 2, 2016

THIS CERTIFICATE IS PROUDLY PRESENTED BY:

ALASKA RURAL WATER ASSOCIATION


ROBYN DOMBROSKI, EXECUTIVE DIRECTOR



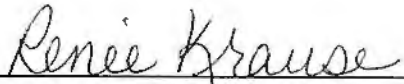
PUBLIC HEARING(S)

Ordinances 16-54 and 16-55
Resolutions 16-109 and 16-112

CLERK'S AFFIDAVIT OF POSTING

I, Renee Krause, Deputy City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for **Ordinance 16-54**, Appropriating Funds for the Calendar Year 2017 for the General Fund, the Water Fund, the Sewer Fund, the Port/Harbor Fund, Capital Projects and Internal Service Funds; **Resolution 16-109**, Amending the City of Homer Fee Schedule Under Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works Department Fees; **Ordinance 16-55**, Amending the 2016 Operating Budget by Appropriating \$494,000.00 from the Homer Accelerated Roads and Trails Program (HART) Fund to Provide for Rehabilitation of the Bunnell Street Storm Drain; **Resolution 16-112**, Amending the Port of Homer Terminal Tariff No. 600 to Implement a New Graduated Harbor Moorage Rate Structure was distributed to the City of Homer kiosks located at City Clerk's Office, and the Homer Public Library on Thursday, October 27, 2016 and posted the same on City of Homer Website on Wednesday, October 26, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 26th day of October, 2016.



Renee Krause, CMC, Deputy City Clerk



ORDINANCE REFERENCE SHEET
2016 ORDINANCE
ORDINANCE 16-54

An Ordinance of the Homer City Council Appropriating Funds for the Calendar Year 2017 for the General Fund, the Water Fund, the Sewer Fund, the Port/Harbor Fund, Capital Projects, and Internal Service Funds.

Sponsor: City Manager

1. Council Regular Meeting October 24, 2016 Introduction
2. Council Regular Meeting November 21, 2016 Public Hearing

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 16-54

AN ORDINANCE OF THE HOMER CITY COUNCIL APPROPRIATING FUNDS FOR THE CALENDAR YEAR 2017 FOR THE GENERAL FUND, THE WATER FUND, THE SEWER FUND, THE PORT/HARBOR FUND, CAPITAL PROJECTS, AND INTERNAL SERVICE FUNDS.

THE CITY OF HOMER ORDAINS:

Section 1. Pursuant to the authority of Alaska Statutes Title 29, the following appropriations are made for the calendar year ending December 2017:

General Fund	\$12,219,119
Water Fund	\$ 2,070,627
Sewer Fund	\$ 1,741,897
Port/Harbor Fund	\$ 4,782,246
Capital Projects	<u>\$ 871,790</u>
Total Expenditures	\$21,685,679
Internal Service Funds	\$1,960,394

Section 2. The amounts appropriated by this ordinance are appropriated to the objects and purposes stated in the adopted budget.

Section 3. Grant funds. (a) If grant funds that are received during the fiscal year exceed the amounts of such funds appropriated by this ordinance by not more than \$25,000, the affected appropriation is increased by the amount of the increase in receipts.

(b) If grant funds that are received during the fiscal year exceed the amounts appropriated by this ordinance by not more than \$25,000, the appropriation from city funds for the affected program may be reduced by the excess if the reduction is consistent with applicable federal and state statutes.

(c) If grant funds that are received during the fiscal year fall short of the amounts appropriated by this ordinance, the affected appropriation is reduced by the amount of the shortfall in receipts.

Section 4. Donations or charitable contributions. If donations or contributions are received during the fiscal year that exceed the amounts of such funds appropriated by this

ordinance by not more than \$5,000, the affected appropriation is increased by the amount of the increase in receipts.

Section 5. A copy of the adopted budget shall be certified by the City Clerk and filed in the office of the City Clerk.

Section 6. The supporting Line Item Budget detail as presented by the Administration and reviewed by the City Council is incorporated as part of this Budget Ordinance.

Section 7. The property tax mill levy is set at 4.5 mills for 2017.

Section 8. This Ordinance is limited to approval of the Budget and appropriations for Calendar Year 2017, is a non code Ordinance and shall become effective January 1, 2017.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 12th day of December, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

84 Reviewed and approved as to form:
85
86 _____
87 Mary K. Koester, City Manager
88
89 Date: _____
90

Thomas F. Klinkner, City Attorney

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 16-109

A RESOLUTION OF THE CITY COUNCIL AMENDING THE CITY OF HOMER FEE SCHEDULE UNDER ADMINISTRATIVE, CAMPING, LIBRARY, PLANNING AND ZONING, FIRE, AND PUBLIC WORKS DEPARTMENT FEES.

WHEREAS, Administrative fees are amended to update Special Assessment Districts (SAD) Homer Accelerated Roads and Trails Program assessments to change the allocation of costs for street reconstruction and new street construction to property owner contribution through SAD process of 25% of project cost for street reconstruction or new street construction on an equal assessment per lot basis for cost of a residential standard street; and

WHEREAS, Camping fees for RV and tent camping are increased to be comparable to other communities on the Peninsula; and

WHEREAS, Library fees are increased for temporary library cards; and

WHEREAS, Planning and Zoning fee section is amended to move right-of-way permit and driveway permit fees from Planning and Zoning to Public Works section since Public Works permits both; and

WHEREAS, Fire Department fees for ambulance services are amended to include rate differentials for residents and non-residents for basic and advanced life support and a fee increase for rescue and extradition services; and

WHEREAS, Public Works Department fees are revised to include the right-of-way permit and driveway permit fees section.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the City of Homer Fee Schedule, Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works Department fees as follows:

ADMINISTRATIVE FEES FOR THE CITY OF HOMER

(The following fees have been set by legislative enactments, Ordinances 05-43(A),04-53(S)(A), 03-36(A), 01-13(S)(A); Resolutions 15-097(S)(A), 14-114, 11-074(A), 11-036(A)(S),10-90(A), 06-

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42 24(S), 05-125(S), 05-49, 05-22, 04-98(S)(A), 04-96, 04-95, 04-94(S)(A), 03-159, 00-14, 99-116, 99-
 43 50, 95-1 and 92-10(A), Regulations Concerning Public Record Inspections dated March 2003.)

44 These fees are administrative fees for all departments of the City of Homer unless otherwise
 45 specified under that department. All fees are inclusive of sales tax. Unless otherwise
 46 specified: Any item mailed may have an additional fee added for actual postage. Handling
 47 fees may be added up to the actual staff time spent preparing the item for shipping.

48 An application for indigency may be filed with the City Manager for waiving or partially
 49 waiving the costs of fees. The City Manager may allow an applicant, who qualifies as an
 50 indigent, a reduced fee, a payment plan or a waiver of the fee where the Manager is able to
 51 make a written finding, based on information provided by the applicant, that payment of the
 52 fee would be a financial hardship. Based upon the information provided, the fee may be
 53 reduced or waived in accordance with the following scale:

Annual Income as a Percent of current Health and Human Services (HHS) Poverty Guidelines for Alaska	Percent of fee reduced
1-100%	100% Waiver
101-149%	75% Waiver
150-174%	50% Waiver
175-199%	25% Waiver
200% plus	No Waiver

54
 55 Airport Pickup/delivery \$25
 56 Annual Safety Inspection commercial vehicles \$100
 57 Annual Taxi Permit \$75
 58 Appeal Fees
 59 Water and Sewer Appeals, under HCC 14.04 and 14.08 – shall be set by Resolution; in
 60 the event the appellant is the prevailing party the fee shall be refundable.
 61 Zoning Appeals – fee \$250.00 subject to refund if the appellant is successful on any
 62 aspect of appeal.
 63 Credit Cards are accepted for other than real property lease payments with a minimum of
 64 \$10.
 65 CD Reproductions: \$20.00
 66 Document copying fees: \$ 0.25/page
 67 Certification Fee: \$10/report
 68 Driver License Records \$10

[Bold and underlined added. Deleted language stricken through.]

Fax: w/in Alaska \$1/page, Continental US \$2/1st page, Subsequent pages \$1/page. Other destination \$5/1st page. Subsequent pages \$2/page.
 Electronic Transmission: \$0.25/page (Scanned PDF document)

Lease application fee \$30
 Lease fee \$300
 Lease Assignment Fee \$250
 Local Bidder's Preference

Non-local bid is	Local bid is not more than
\$0 - \$500,000.00	5 percent higher than non-local bid
\$0 - \$1,000,000.00	5 percent higher than non-local bid on first \$500,000.00 and 2.5 percent higher than non-local bid on amount in excess of \$500,000.00 to \$1,000,000.00

No additional adjustment for bids above \$1,000,000.00

Photograph Copying: \$10/order (includes shipping and; handling)
 If done commercially – Actual Costs plus 5%

Production Fees -

Per requestor in a calendar month exceeds five-person hours the fee is the City employee's actual salary plus benefit costs. An estimate will be prepared and the requestor must deposit the estimated production and copying fees in advance. If the actual costs are greater than the estimate the records will not be released until the difference is paid and if the actual costs are less the requestor will receive a refund of the difference.

No fee for simple inspection, except when the production of records by one requestor exceeds five person hours in a calendar month.

Special Assessment Districts (SAD's):

HARP HART (Homer Accelerated Roads **and Trails** Program) SAD's

Assessments are: ~~\$30 per front foot for Road Reconstruction~~

~~\$17 per front foot for Paving~~

Road Improvements - 25% of the total project cost allocated in equal shares to each participating parcel

HAWSP (Homer Accelerated Water and Sewer Program) SAD's

Assessments are: 75% of the total project cost allocated in equal shares to each participating parcel

OTHER SAD's if approved by the Council are at 100% property owner participation.

Application Fee	\$100
Bill Fee	\$12.00 per bill
Administrative Fee	
0-500,000	5%

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over 500,000 \$25,000 plus 2.5%

Notary \$5.00

Smoking prohibited in City Facilities, Vehicles and Watercraft - \$25 fine

CD (Police Department) \$25

Subsequent, \$15/CD Includes 1st class postage

DVD (Police Department) \$30/tape

Vehicle Impound/Storage Fees (actual costs + towing) Storage, \$45.00/per day

CAMPING FEES

(The following fees have been set by legislative enactments, Resolutions 15-097(S)(A), 05-05, 04-98(S)(A), 99-94, 93-35, 91-34 and; 91-20(S)).

“Campground” means an area owned, controlled, developed and/or maintained by the City, which contains one or more improved campsites or contains adequate area for one or more unimproved campsites.

“Camping” means:

1. The erection of, or occupancy of any tent.
2. The placing or leaving of any items normally found at a campsite within campsite such as cook stoves, lanterns, sleeping bags or bedding.
3. Parking of any camper unit in any area owned or controlled by the City that has been designated a camping area by official signs, in excess of twenty-four hours.

“Camping Season” means that period of time from April 1 through October 30.

RV \$ ~~15~~ **20**/day

~~14 calendar days~~ \$189

All other camping \$ ~~10~~ **13**/day

~~14 calendar days~~ \$125

All fees inclusive of sales tax.

LIBRARY FEES

235-3180

(Amended: Resolution 14-114, 13-076; Ordinance 05-08; Resolution 15-097(S)(A), 12-006, 04-98(S)(A); 03-87; 99-19(A); 98-86; 97-87)

Closed - Sundays. Open - Mon, Wed, Fri and Sat from 10 a.m. to 6 p.m. Tues and Thurs from 10 a.m. - 8 p.m.

Facility Use Fees for after-hours private use (including building supervision):

[Bold and underlined added. Deleted language stricken through.]

154	Conference Room \$50/hour
155	Reading Lounge \$50/hour
156	Children's Room \$50/hour
157	Entire facility, excluding staff work space -- \$300 Facility Use Fee
158	plus \$50/hour staff supervisor. \$300 damage/cleaning deposit.
159	
160	Library Cards Replacement cards \$5/issue
161	Limited (temporary) card \$10 non-refundable
162	Full (temporary) card \$50, \$25-refundable. Refunds are issued the second
163	check run of each month via check from the City of Homer. Apply for refund
164	through Library staff and provide forwarding address. If the refund is not
165	claimed within six months the refund becomes a donation to the Library.
166	<u>Temporary Card \$25</u>
167	
168	Overdue Items - 14 day circulation (except digital devices) \$0.15/day
169	
170	7 day and 1 day circulation - \$1.00/day
171	Digital Devices \$5.00/day
172	Interlibrary Loans- \$1.00/day
173	2nd overdue notice - \$1.00/notice
174	
175	Bill notice - \$2.00/notice
176	Admin. Fee for Bills Sent to Collection Agency \$25.00
177	Maximum overdue charge per item (except digital devices) charge \$10.00
178	
179	Photo copy \$.15/ea (letter size) and (legal size) per side
180	\$.25/ea (11"x17") per side
181	\$0.50/ea color copies (letter size) and (legal size) per side
182	\$2.00/ea color copies (11"x17") per side
183	
184	Interlibrary loan fee \$3 standard size books
185	\$.15 per page for photo copy
186	\$4.00 for microfilm/videos/CDS/Audios
187	Additional charges may be assessed.
188	
189	Replacement/Repair of items
190	Lost or damaged items: Replacement cost plus \$7.00 processing fee
191	per item
192	Lost or damaged cases, hang-up bags, etc.: Replacement cost or
193	\$2.00, whichever is greater
194	
195	Lost map or inserts - \$10/item
196	Lost out-of print items - \$50/Alaskana
197	\$40/nonfiction
198	\$35/fiction
199	

[Bold and underlined added. Deleted language stricken through.]

Please Note: To receive a refund on a lost item, patrons must return the item within sixty days of lost status. Refunds of payment for items deemed valuable to the collection and returned after the 60- day period may be made at the discretion of the Director. No refunds will be given for digital devices.

Damaged Item - \$2.00/page
\$3.00/book jacket or cover damaged beyond repair - Full bindery cost or full replacement cost plus \$7.00 processing charge.
Improper Return of Digital Devices- \$25 fee if not returned to Front Desk staff

PLANNING AND ZONING DEPARTMENT

235-3106 or 235-8121 (Coordinates with Public Works)

(The following fees, for Zoning Permits have been set by legislative enactments, Resolution 00-17 as authorized by HCC 21.42.060, Resolution 03-12(A), Resolution 03-159, Resolution 04-35, and Resolution 04-98(S)(A), Resolution 05-27(S) and Resolution 05-35, Resolution 07-14 and Resolution 07-45, Resolution 08-124.)

Zoning Permit Fees:

Single Family /Duplex	\$200
Multi-Family/Commercial/Industrial	\$300, plus \$50 per hour when over six hours of administrative time.
Change of Use fee	\$50
Deck	\$50

Fees for commencing activities, without a permit, shall be assessed at the regular rate multiplied by one and one half (1.5) for Residential and two (2) for Commercial.

(The following fees have been set by legislative enactments to HCC 14.08.035.)

ROW Permit — minor — \$90 ~~(less than 150 LF of right of way affected)~~
— major — \$90 ~~\$225 (more than 150 LF of right of way affected)~~

-

(The following fees have been set by legislative enactments to HCC 11.08.040).

Driveway Permit Residential — \$45
Commercial — \$60
Long ~~Driveway (addn)~~ — \$105

Publication Fees

Comp Plan large	\$20
Comp Plan small	\$10
Zoning Map	sm \$ 5 lg \$25
Road Maint. Map	\$ 5

Zoning Ordinance - HCC 21 \$ 15

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246 Sign Permit - \$ 50
247 Variance - \$250
248 Erosion and Sediment Control Plan (BCWPD): \$300
249
250 Storm Water Protection Plan Fee: \$200
251
252 Conditional Use Permit Processing Fee
253 Amendment \$200
254 Fence \$300
255 Single Family/Duplex \$200
256 Multi-Family/Commercial/Industrial
257 \$500 for uses less than 8,000 sq. ft.
258 \$1,000 for uses 8,001 sq. ft. to 15,000 sq. ft.
259 \$2,500 for uses 15,001 sq. ft. to 25,000 sq. ft.
260 \$5,000 for uses 25,001 sq. ft. to 40,000 sq. ft.
261 \$8,000 for uses 40,001 sq. ft. and larger
262
263 Recording (as Required) \$50
264 Fees for commencing activities, without a permit, shall be assessed at the regular rate multiplied by
265 one and one half (1.5) for Residential and two (2) for Commercial.
266
267 Traffic Impact Analysis and Community Impact Assessment – when required, applicant will be charged
268 for the actual cost of the study, plus a 10% administrative fee. The City will be responsible for hiring
269 and managing the study.
270
271 (Resolution 03-159 and 96-13 HCC 12.12.03)
272
273 Rezone - \$500
274 (HCC 21.63 repealed via Ordinance 03-21.)
275
276 Flood Hazard Development Permit \$200
277
278 Preliminary Plat Processing Fee \$300, or \$100 per lot, whichever is greater. (Resolution 07-14,
279 03-159 and 96-13)
280
281 Elimination of a common interior lot line. \$200.00
282 Right of Way and Section Line \$300
283 Easement Vacation Application
284 Fee: (In addition to applicable preliminary
285 plat fees).
286 Utility easement vacation: no fee
287
288 Bridge Creek Watershed Permit - zoning permits are required for the Bridge Creek Watershed Area.
289 Although no fees will be charged for the zoning permits outside of City Limits, the evaluation process
290 is still in effect.
291

[Bold and underlined added. Deleted language stricken through.]

Street Renaming Fees

(A) For name changes or naming of public dedicated streets other than those named during the subdivision process:

(1) Street Naming Petition and hearing advertising fee \$150

(2) Installation of each new City sign, post, etc. Per sign: \$150

(3) Replacement of existing City sign due to change where no post is needed. Per sign: \$ 80

The minimum fee shall be either a combination of 1 and 2 OR 1 and 3, above; however, all signs that need to be changed and/or maintained by the City must be paid for prior to installation.

(B) For Private Road Naming:

(1) Street Naming Petition and hearing advertising fee \$150

(2) Installation of each new City sign, post, etc. Per sign: \$150

(3) If no public hearing or public notice is necessary, i.e., 100% petition and no partial dedicated street involved No fee

(4) If no signs are required No fee

FIRE DEPARTMENT FEES

Emergency 911 Administrative Office - 235-3155

(The following fees have been set by legislative enactments Resolutions 91-97, 92-06, 92-43(S), 03-145, 04-98(S)(A) and 06-64(S)(A), 15-097(S)(A))

AMBULANCE:

Basic Life Support (BLS), Resident	\$500 <u>\$750 plus \$15/ load mile</u>
Basic Life Support, Non-Resident	<u>\$1,000 plus \$15/load mile</u>
Advanced Life Support (ALS) 1, Resident	\$800 <u>\$950 plus \$15/load mile</u>
Advanced Life Support 1, Non-Resident	<u>\$1,500 plus \$15/load mile</u>
Advanced Life Support 2, Resident	<u>\$1,250 plus \$15/load mile</u>
Advanced Life Support 2, Non-Resident	<u>\$1,750 plus \$15/load mile</u>
Non-Emergency Transport	\$500 <u>Billed as Basic Life Support Resident and Non-Resident Mileage - \$15 per mile, one-way from pick up location to destination</u>
Standby, billed per each half hour	\$ 25 <u>\$60/hour or \$510/8 hour day, crew of 2</u>
Mileage , one-way load miles	\$12.00 <u>\$15.00</u> mile
Medevac	Determined by level of call, see BLS, ALS rate

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338	FIRE:		
339	Type 1 Engines (>1,000 gals or 1,500 GPM)	\$240/hr.	\$2,040 day
340	Type 1 Tenders (<3,000 gals or 1,000 GPM)	\$144/hr.	\$1,224/day
341	Ladder Truck	\$360/hr.	\$3,060/day
342	Medic Unit/Ambulance	\$60/hr.	\$510/day
343	Brush Patrol	\$100/hr.	
344	Command Vehicle	\$ 50/hr.	
345	Rescue/Extrication Truck	\$144/hr. (1 hour minimum)	\$1,224/day
346	Command/Utility Vehicle	\$ 60/hr.	\$510/day
347	6 x 6 ATV	\$25/hr.	\$200/day
348	VOLUNTEER PERSONNEL:		
349	Fire Department IC (1)	\$36/hr.	
350	(IC - Incident Command)		
351	Safety Officer/Officer	\$36/hr.	
352	Driver/Engineer (1 per vehicle)	\$24/hr.	
353	Firefighters (Minimum 1 per tender, 2 per Engine)	\$18/hr.	
354	EMT (Minimum 2 per Rescue Medical Unit)	\$18/hr.	

PUBLIC WORKS DEPARTMENT

Administrative - 235-3170
 (The following fees have been set by legislative enactment Resolution 15-097(S)(A), 04-98(S)(A) and 95-1).

R.V. Station dumping	\$5 per dumping
Bluelines, copies minimum	\$10 + \$2/pg.
Standard Construction Specs	\$50
Job Specific Specifications and plans	vary in price.

SUBDIVISION AGREEMENT FEE SCHEDULE:

Agreement Application, Plan Review, Inspection, and Warranty Period Deposits

A developer shall pay the City's actual cost associated with the reviewing, approving, coordinating and inspecting improvements required to be completed under a subdivision agreement. The City's cost shall include, but is not limited to, administering the agreement, plan checking, surveillance, and administrative overhead. Prior to initiating each phase of the subdivision approval process, a deposit shall be paid. Deposits shall not bear interest. The deposits shall be held in a separate account and disbursed only as authorized by this fee schedule. The deposits are described below:

- 1) Subdivision Agreement Application: Upon submitting an application agreement, the Developer will provide a \$300 deposit.
- 2) Subdivision Improvement Plan Review: Upon submission of plans for review and approval, the Developer will provide a plan review deposit of .5% of the estimated cost of improvements or \$300, whichever is greater.
- 3) Construction Inspection: Prior to the issuance of a notice to proceed with construction to the Developer, the Developer shall pay a deposit toward the City's costs based upon the

[Bold and underlined added. Deleted language stricken through.]

estimated cost of the improvements to be constructed under the subdivision agreement as follows:

<u>Estimated Construction Cost</u>	<u>Deposit</u>
\$10,000 or less	\$300
Over \$10,000 up to \$50,000	4% of the estimated costs
Over \$50,000 up to \$150,000	3% of the estimated costs
Over \$150,000 up to \$500,000	2.5% of the estimated costs
Over \$500,000	\$13,000

After the City finds the subdivision improvements meet City specifications, it shall determine its costs to date. If costs (plus any deposit required under subsection 4 below) exceed the total deposits received, the Developer shall pay the balance to the City prior to final acceptance of the improvements. If the total deposits exceed the costs, the City shall refund the balance (less any deposit required under subsection 4 below) to the Developer.

4) Initiation of Warranty Period: Prior to acceptance of completion by the City of the undertaking by the developer, the Developer shall also pay a deposit toward the City's cost incurred during the warranty period under the subdivision agreement in the amount determined by the Public Works Director, but not to exceed \$2,000.

If at any time the City finds its costs exceed the total deposit received, the City may periodically bill and receive payment from the Developer for those actual incurred costs in excess of the amount of deposit.

ROW Permit - minor \$90 (less than 150 LF of right-of-way affected)

major \$90 \$225 (more than 150 LF of right-of-way affected)

(The following fees have been set by legislative enactments to HCC 11.08.040).

Driveway Permit Residential \$45

Commercial \$60

Long Driveway (addn) \$105

(Contact Planning Department - at City Hall, 235-3106. Planning issues the permits.)

PASSED AND ADOPTED by the City Council of Homer, Alaska, this ____ day of December, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

[Bold and underlined added. Deleted language stricken through.]

428 Fiscal Note: Revenue amounts not defined in CY2017 budget.

Bold and underlined added. Deleted language stricken through.]



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

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Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 16-175

TO: MAYOR ZAK AND HOMER CITY COUNCIL
FROM: JO JOHNSON, CITY CLERK
DATE: OCTOBER 19, 2016
SUBJECT: AMENDMENTS TO FEE SCHEDULE

There are amendments to the City of Homer Fee Schedule under Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works. Explanations for these amendments in each department follow.

Administrative – It is necessary to update the language pertaining to Special Assessment Districts due to this year's revision in the allocation method of street reconstruction and new street construction. The language is consistent with Resolution 16-041(S-2)(A) adopted by Council in May to change the allocation of costs for street improvements to make them consistent with water and sewer assessments.

Camping – Despite a minimal fee increase in FY 2016, camping on the world famous Homer Spit is still amongst the cheapest tent camping of all the municipalities on the Peninsula. Fees for City-owned RV sites are possibly the cheapest of any surrounding community; and may even be less than State Park fees. The proposed 20% increase in camping fees could generate an additional \$30,000 a year. This revenue could pay for increased labor and materials to address deferred campground and park maintenance, or fund reserve accounts.

Library – Currently there are two kinds of temporary library cards for people who do not live in the service area, and for people who will only be here for a short period of time. The fees and number of items allowed for check-out are different for the temporary cards; one of the temporary cards offers a refunded fee. This causes an unwelcome burden on staff and the Finance Department with refunding the fees. The amendment will provide for one fee for a temporary card with no refund.

Planning and Zoning – The fee section pertaining to right-of-way permit and driveway permit fees is removed and transferred to Public Works who handles both of these permits.

Fire – Amendments to ambulance fees were recommended by Amerik, the company we have contracted with for ambulance billing. The fee structure for both residents and non-residents helps capture additional revenue from users that do not contribute to the service through property tax or annual contract. The load mileage rate is increased from \$12 to \$15 per mile. This is the one way rate charged between the location where the patient is picked up, to their destination.

Increases to the Basic Life Support (BLS) (non-emergency transport call) and the Advanced Life Support (ALS) calls were made. A new ALS 2 rate was added to recapture some of the added expenses when this level of care is provided the patient.

Fees for the rescue truck for extrication to aid access or removal of a patient were maintained at \$144/hour with a 1-hour minimum charge requirement. This is something that doesn't happen often, but it does increase the complexity of the call. Most private auto insurers cover this expense for their policy holders when the call is related to a motor vehicle crash.

Currently we charge \$25/half-hour for ambulance standby, which is very low. This charge should be raised to include potential payment of a crew in addition to a normal response as it is getting more difficult to encourage volunteer coverage of special events, pushing paid staff to cover when required. This would be outside the "typical" usage under DOF contracted rates. Though we don't currently charge for high school special event standby's, based on volunteer participation this football season, we may have to monetarily encourage participation for these types of events, when high school policies mandate ambulance coverage as they do for football. Currently we provide athletic event standby's free of charge, when a volunteer crew is available. We will have to convince the high school that we can no longer provide EMS coverage to football games without adequate compensation (more than the offered hot dog and drink courtesy of the concession stand). The current rate we are able to charge the Division of Forestry under our Cooperative Agreement is \$60/hour or \$510/day, with crew of 2.

Public Works – The fee section pertaining to right-of-way permit and driveway permit fees is included in Public Works instead of Planning and Zoning. It is Public Works who issues both permits.

RECOMMENDATION:

Adopt Resolution 16-109 to amend the fees under Administrative, Camping, Library, Planning and Zoning, Fire, and Public Works Departments.

ORDINANCE REFERENCE SHEET
2016 ORDINANCE
ORDINANCE 16-55

An Ordinance of the City Council of Homer, Alaska, Amending the 2016 Operating Budget by Appropriating \$494,000.00 From the Homer Accelerated Roads and Trails Program (HART) Fund to Provide for Rehabilitation of the Bunnell Street Storm Drain.

Sponsor: City Manager/Public Works Director

1. Council Regular Meeting October 24, 2016 Introduction
 - a. Memorandum 16-174 from Public Works Superintendent
 - b. Ordinance 16-12(A)
2. Council Regular Meeting November 21, 2016 Public Hearing and Second Reading
 - a. Memorandum 16-174 from Public Works Superintendent
 - b. Ordinance 16-12(A)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 16-55

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE 2016 OPERATING BUDGET BY APPROPRIATING
\$494,000 FROM THE HOMER ACCELERATED ROADS AND TRAILS
PROGRAM (HART) FUND TO PROVIDE FOR REHABILITATION OF THE
BUNNELL STREET STORM DRAIN.

WHEREAS, The City Council approved Ordinance 16-12(A) authorizing funding for the inspection and design of storm drain rehabilitation improvements to the City's storm drain system; and

WHEREAS, The results of the inspection indicates that older portions of the storm drain system have significantly deteriorated, especially the Bunnell Street storm drain (see Memorandum 16-174); and

WHEREAS, A portion of the Bunnell Street storm drain collapsed in 2015, resulting in a sinkhole in the pavement (creating a public safety concern); and

WHEREAS, Public Works has evaluated alternatives to repairing/replacing the storm drain; slip-lining the existing pipe is the most cost effective and will have the least impact on the traveling public and businesses in the area; and

WHEREAS, Rehabilitating the Bunnell Street storm drain (based on the recent Public Works inspection) is urgently needed to protect Bunnell Street infrastructure, and vehicular and pedestrian users.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2016 Operating Budget is hereby amended by appropriating \$494,000 from the HART Program Fund for the rehabilitation of the Bunnell Street storm drain as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Bunnell Street Storm Drain Rehab	\$494,000

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 _____, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form:

Mary K. Koester, City Manager

Date: _____

Holly C. Wells, City Attorney

Date: _____

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 16-12(A)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY 2016 OPERATING BUDGET BY APPROPRIATING
FUNDS IN THE AMOUNT OF \$89,000 FROM HOMER ACCELERATED
ROADS AND TRAILS FUND FOR THE DESIGN OF THE STORM DRAIN
REHABILITATION PROJECT AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ALL APPROPRIATE DOCUMENTS NECESSARY TO
COMPLETE THE WORK.

WHEREAS, This winter, storm drain piping in Bunnell Avenue and Main Street failed
creating "sinkholes" that undermined pavement and threatened the safety of the motoring
public; and

WHEREAS, Upon investigation, it has become clear that much of the City's storm drain
system installed in the 1980's has deteriorated to the point that replacement is necessary (see
Memorandum 16-049); and

WHEREAS, Public Works believes that the most cost effective method of repairing
these storm drains is to slip-line them (similar to what was done on the sanitary sewer system
a few years ago).

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2016 Operating Budget by
appropriating \$89,000 from the Homer Accelerated Road and Trails Program (HART) for the
design of the storm drain rehabilitation improvements.

Revenue:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
160-0766	Storm Drainage Improvements	\$89,000

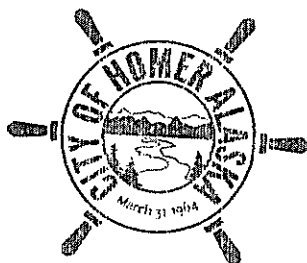
Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
151-0001	Storm Drainage Improvements	\$89,000

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 29th day of March, 2016.

CITY OF HOMER



Mary E. Wythe
MARY E. WYTHE, MAYOR

ATTEST:

Jo Johnson
JO JOHNSON, MMC, CITY CLERK

AYES: 6
NOES: 0
ABSTAIN: 0
ABSENT: 0

First Reading: 3/14/16
Public Reading: 3/29/16
Second Reading: 3/29/16
Effective Date: 3/30/16

Reviewed and approved as to form:

Mary K. Koester
Mary K. Koester, City Manager

Thomas F. Klinkner
Thomas F. Klinkner, City Attorney

Date: 4.5.16

Date: 4-11-16



Memorandum 16-174

TO: Katie Koester, City Manager

THROUGH: Carey Meyer, PW Director

FROM: Dan Gardner, PW Superintendent

DATE: September 26, 2016

SUBJECT: Storm Drain Pipe Failure
Construction Funding for Rehabilitation

Ordinance 16-12(A) approved funding for the research and design of storm drain rehabilitation improvements. That work is substantially complete and construction funding for the first phase of the project is now required.

In May of 2016, Stephl Engineering performed a cursory survey of the city's storm drain (SD) manholes and piping system. This inspection was motivated by the sinkhole that occurred on E. Bunnell last winter due to corrosion in the SD piping. The survey consisted of entering approximately half of the SD system manhole structures and inspecting the SD piping with a zoom camera from the MH structure. Inspections took place mostly in the piping that was installed in the 1980s, which represents a significant majority of the city's SD system. There are approximately 65 MH structures and approximately 18,500 feet of SD piping in the system. A report was prepared in July with recommendations regarding the need for immediate repair of portions of storm drain piping, and the need to plan to replace other portions in the near future.

Based on the report, and due to recently discovered/repared pipe failures (Bunnell Street sinkhole and Main Street sinkholes), Public Works arranged to have some of the oldest piping inspected with CCTV video. This video inspection provided much greater detail and revealed the extremely poor condition of the piping on Bunnell Street. This section of SD piping needs to be replaced immediately due to the extensive corrosion and holes in the pipe in order to prevent another sinkhole like the one that took place over the winter of 2015/2016. See attached pictures of recent repairs on Bunnell Street and Main Street and CCTV pictures of Bunnell Street SD piping.

The process for rehabilitating the failing pipe would be to line the pipe with a cured in place pipe (CIPP) system. This is the same system that was utilized in 2010 to rehabilitate old sections of sewer mainline (Ocean Drive Loop, Pioneer Ave., Bartlett St). The final product is a new pipe with an expected life of around 50 years. The benefits of lining existing pipe rather than excavating and replacing the pipe are that there is virtually no disruption to traffic, the project is completed in a fraction of the time, minimal erosion and traffic control efforts, and is less expensive. The estimated cost to line the E. Bunnell Street SD piping is \$495,000. This work could take place during the 2016/2017 winter months.

Public Works will continue to evaluate other portions of SD piping for replacement in upcoming years.

RECOMMENDATION – City Council pass an ordinance authorizing funding for construction of E. Bunnell Street SD replacement from HART in the estimated amount of \$495,000. (HART \$7,000,00)





E. Bunnell Street SD Piping Failure Due to Corrosion. Multiple holes shown
January 2016





One of Two Storm Drain laterals extending from MH to ditch line with total failure at flow line of pipe. Caused sinkhole in road. February 2016



One of Two Storm Drain laterals extending from MH to ditch line with total failure at flow line of pipe. Caused sinkhole in road. February 2016











**CITY OF HOMER
HOMER, ALASKA**

Port and Harbor Director/
Port and Harbor Advisory Commission

RESOLUTION 16-112

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE PORT OF HOMER TERMINAL TARIFF NO. 600 TO
IMPLEMENT A NEW GRADUATED HARBOR MOORAGE RATE
STRUCTURE.

WHEREAS, The Port Director/Harbormaster established how harbor moorage fees are structured and implemented, and are to be included in the Port of Homer Terminal Tariff No. 600; and

WHEREAS, The Port and Harbor Advisory Commission discussed and unanimously supported the recommendation by the Port Director/Harbormaster to implement a new graduated harbor moorage rate structure of \$0.05 increase per linear foot, based on the following equation,

Permanent Moorage Rate	$\left(\frac{\$}{\text{foot}} \right)$	$\frac{\$43.49 + (\$0.05/\text{foot}) \times \text{vessel length (feet)}}{\text{foot}}$
------------------------	---	---

and cap the increases at the 86 foot vessel size.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby amends the Port of Homer Terminal Tariff No. 600 to include the graduated harbor moorage rate structure effective January 1, 2017 as follows:

RULE: 34.18 - HARBOR MOORAGE RATES (A)

EFF: 01JAN2016

SUBSECTION 200

(a) CALCULATION OF MOORAGE RATES:

Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float or other facility, or when a vessel is moored to another vessel so berthed (rafting). Charges shall continue until such vessel is completely free from and has vacated the port and harbor facilities.

A vessel moored at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day's moorage. The Harbormaster may, in his discretion and with proper and appropriate advance notice, waive a daily rate for a vessel that will occupy mooring space for a minimum time and, provided that the Harbormaster determines the use of the public facilities by others will not be congested or adversely affected.

Mooring charges shall be calculated on the length of the vessel, or in the case of a reserved stall, the length of the float stall assigned, whichever is greater.

Length shall be construed to mean the distance expressed in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc.

For billing purposes, when the actual length of the vessel is not immediately available, length of the vessel as published in "Lloyd's Register of Shipping" may be used. The City of Homer reserves the right to: (1) obtained the length from the vessel's register, or (2) measure the vessel.

All vessels in the harbor are subject to these rates, except properly registered seine skiffs or work skiffs attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the deck or super structure of the mother vessel and is regularly used in the commercial enterprise of the mother vessel.

(b) ANNUAL MOORAGE FEE:

The annual moorage fee for reserved moorage and transient moorage privileges shall be **calculated based on a graduated harbor moorage rate structure of \$43.49 per linear foot with an increase of \$0.05 per foot based on the following equation**, plus a fifty dollar (\$50.00) administration charge **for transient moorage**; or for a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration charge:

Permanent Moorage Rate	$\left(\frac{\$}{\text{foot}} \right) \frac{\$43.49 + (\$0.05/\text{foot}) \times \text{vessel length (feet)}}{\text{foot}}$
------------------------	---

The graduated increases shall cap at the 86 foot vessel size. The per-lineal foot is ~~forty three dollars and forty nine cents (\$43.49)~~ ^{per linear foot} based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swimsteps etc.)

Any reproduction in the moorage fee due to a substituted or amended moorage agreement is not applied retroactively and the owner or operator is not entitled to a refund or a pro-rata adjustment of the moorage fees already due or paid. Any moorage agreement that expires will, after five days, automatically be charged a monthly rate retroactive to the expiration date. Unregistered vessels will also, after 5 days, automatically be charged a monthly rate retroactively to the date the vessel entered the harbor.

- (1) All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster.

Any other arrangements are at the discretion of the Harbormaster and must be made in advance.

- (2) A reserved stall assignment granted after October 1 will be charged a fee based on the number of months (including the month which it is granted regardless of the day of the month) left in the fiscal year ending September 30.

(c) A semiannual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate. Vessels that do not renew will automatically be charged the monthly rate.

(d) The monthly transient rate will be 17% of the annual rate. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.

(e) The daily transient rates are: 3% of the annual rate.

Vessels that properly register and pay all moorage fees in advance may deduct five dollars per day from the daily rate.

(f) FLOAT PLANE FEES:

With proper registration and specific permission from the Harbormaster, float planes may arrange for short-term moorage in the Small Boat Harbor. This is only allowed when ice and weather conditions prevent float planes from landing on Beluga Lake.

A fee in the amount equal to the daily rate for moorage of two (2) 24' vessels shall be assessed on a daily basis for float planes mooring within the confines of the Small Boat Harbor. A monthly rate in the amount equal to the monthly rate for two 24' vessels shall be assessed for float plane moorage for longer periods, and the moorage charge computed for a float plane's stay in the harbor shall be the lowest total charge resulting from the application of either the daily or the monthly rate indicated.

PASSED AND ADOPTED by the Homer City Council this ____ day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

128 Fiscal Impact: To be determined.

ORDINANCE(S)

CITY MANAGER'S REPORT



City of Homer

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Memorandum

TO: Mayor Zak and Homer City Council
FROM: Katie Koester, City Manager
DATE: November 16, 2016
SUBJECT: City Manager's Report - November 21, 2016

Assistance to Fire Fighters Grant for Aerial Ladder Truck

The City is in the process of applying for an Assistance to Firefighters Grant for \$900,000 for a new aerial, or ladder truck. This has been identified as a high priority by Council and has been on the top 5 legislative priority list for 3 years now. The request requires a 5% local match, which I would ask the Council for via Ordinance if the grant is awarded. In the legislative request the City commits to a 10% match. We should know sometime this spring if successful. Though aerials are a very high priority for the funder, it is an extremely competitive national grant. Although we may not be successful this time, any work we do will provide important groundwork for future applications and the need will remain.

Withdraw from LWCF Grant for Karen Hornaday Park

In September City Council passed Resolution 16-102 authorizing the City Manager to apply for a Land and Water Conservation Fund Grant for a trail at Karen Hornaday Park for \$125,000 and committing to a \$125,000 match. The trail would have been an ADA accessible separated trail along Fairview Avenue in the park. It was a part of a larger plan to provide ADA pedestrian access to Karen Hornaday Park with the moving of the road, a longtime priority for the park. However, when looking at the project as a stand-alone project the trail would have not been connected to any other trail infrastructure, compromising its utility, especially as an ADA route. After consultation with representatives from the Parks, Art, Recreation, and Culture Advisory Commission and before extensive staff resources were invested, we decided to not apply for the grant. In the meantime, the Special Projects and Communications Coordinator is working with the Commission on a form and process to help them vet potential grant projects.

Remote Participation of City Attorney

Currently under our contract with Birch Horton Bittner and Cherot, for a flat fee of \$12,000 a month they provide 65 hours of attorney services and one trip per month to a council meeting of the City attorney. Council has asked staff to look into what it would take from a technology standpoint to have attorney participation via distance.

According to IT Manager Poolos, the best affordable option for a regular video conference connection for the City Attorney will be via Google Chrome for meetings. The Google option is a better choice than Skype or other web conferencing solution due to the availability of dedicated hardware packages that include support. There is not the same combined hardware, software, and support available for the other alternative web conferencing systems such as Skype. To set up Council Chambers for regular video conferencing with the attorney, it will require a budget of \$2,000 initially and \$500 each year after the first. Set up will take 8 to 10 hours of IT staff time as additional cables will need to be run and the audio system levels will need to be adjusted. We would also likely require increased participation of IT at council meetings to run interface with technology, which has an opportunity cost.

Initial budget of \$2,000:

- \$1,000 for Chrome Device for Meetings Package
- \$400 for a dedicated TV monitor
- \$300 for a rolling TV stand
- \$200 for audio and network cabling
- \$100 for contingency

The \$500 year after the initial acquisition will be for:

- \$250 for the yearly support and management fee
- \$250 to reserves which will allow for hardware replacement and upgrade every 4 years

Lunch with a Councilmember 2017 Schedule

Please take a moment to look over the 2017 Lunch With a Councilmember schedule offered by the Homer Friends of the Library and consider signing up for a slot. The earlier notice the Friends have, the more advertising they can do.

Port and Harbor Tour

A huge thank you to the members who showed up to tour the public works, water treatment and sewer treatment facilities. It means a lot that you took the time to become more familiar with the facilities and services you are making decisions about. The employees really appreciated it, and I am sure you all learned a lot. To that end, I would like to extend the opportunity for a Port and Harbor tour as the next facility on our list. Please contact me if you are interested so I can get a head count and coordinate a time.

Legislative Working Group

You have all given so much of your time and attention, I hate to ask for more...but with the legislative session just around the corner and the loss of paid representation in Juneau, Council should think about how you want to approach keeping tabs on and providing input in Juneau. I would like to meet with Councilmembers who are interested in following Juneau more closely and strategize on the best way to stay connected. I foresee a possible legislative working group that is able to give me direction on drafting official City comments, testify on issues, meet regularly with staff via teleconference, and perhaps travel to Juneau. Depending

on the level of interest, it could be an informal group of a few members or a more formal legislative working group established by resolution. Travel dates will likely center around the Alaska Municipal League fly in is February 21-23.

New Flood Insurance Rates in Effect

The Flood Insurance Rate Maps (FIRM) dated October 20, 2016 are now effective! The 2016 FIRMs provide more accurate elevations on everything but the Spit; as in Old Towne, Beluga Slough, and east-west along Kachemak Bay. The City Council adopted these maps with Ordinance 16-33 on June 27, 2016. The Planning Office started this project in 2013 so it's a relief to see that these flood maps are now effective.

Postponement of HVFD Expansion/Renovations Project

Public Works Director Meyer provided the attached update on the Homer Volunteer Fire Department renovations project and public safety building budget. As you can see, there is approximately \$127,000 left in the Public Safety building budget. The Homer Volunteer Fire Department renovations project (separate from the public safety building budget) is over budget and some thought needs to be put into reducing the scope or additional funding. Because of budget concerns, the only floor slab removal in bay 3 has been completed to date. The project is postponed until the spring when fire equipment can be stored outside which gives council time to work on solutions.

Enc:

Resolution 16-102

Lunch with a councilmember 2017 signup sheet

Status of Public Safety Building Budget

Status of Fire Hall Improvement Project

Letter of withdrawal from Anderson/Morgan Group

**CITY OF HOMER
HOMER, ALASKA**

Reynolds

RESOLUTION 16-102

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
AUTHORIZING THE CITY MANAGER TO APPLY FOR A LAND AND
WATER CONSERVATION FUND (LWCF) GRANT FOR KAREN
HORNADAY PARK IMPROVEMENTS IN AN AMOUNT UP TO
\$125,000 AND EXPRESSING ITS COMMITMENT TO PROVIDE A
LOCAL CASH MATCH OF \$125,000.

WHEREAS, Homer's Karen Hornaday Park is a multi-purpose park encompassing sports fields, a playground, picnic area, campground, Woodard Creek, and spectacular views on almost 40 acres that is popular with residents and visitors of all ages; and

WHEREAS, The community has been working diligently at upgrading the Park in accordance with the Karen Hornaday Hillside Park Master Plan adopted by the City Council in 2009; and

WHEREAS, Improvements include a new playground, new dugouts, drainage improvements, and upgrades to the ball fields; and

WHEREAS, The City of Homer Parks Art Recreation and Culture Advisory Commission has identified Fairview Avenue Trail completion as the next step in the implementation of the Karen Hornaday Hillside Park Master Plan; and

WHEREAS, The Land and Water Conservation Fund grant proposed project includes developing the Fairview Avenue Trail to provide pedestrian access to Karen Hornaday Park; and

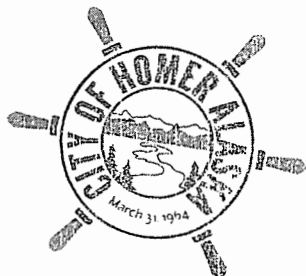
WHEREAS, The Fairview Avenue Trail will be Americans with Disabilities Act (ADA) accessible; and

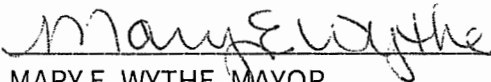
NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby expresses its support for a Land and Water Conservation Fund grant application of \$125,000 and authorizes the City Manager to submit the appropriate documents.

BE IT FURTHER RESOLVED that the Council expresses its commitment to provide a cash match of \$125,000 from Homer Accelerated Roads and Trails Program (HART) to meet the grant match requirements.

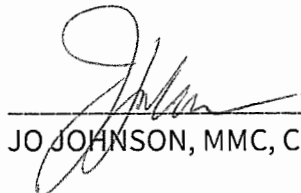
PASSED AND ADOPTED by the Homer City Council this 26th day of September, 2016.

CITY OF HOMER




MARY E. WYTHE, MAYOR

ATTEST:


JO JOHNSON, MMC, CITY CLERK

Fiscal Note: \$125,000 matching funds from Homer Accelerated Roads and Trails Program (HART).

2017 Lunch Hour with a Councilmember

Date: Jan 9, 2017

Councilmember:	
Councilmember:	

Date: Feb 13, 2017

Councilmember:	
Councilmember:	

Date: Mar 13, 2017

Councilmember:	
Councilmember:	

Date: Apr 10, 2017

Councilmember:	
Councilmember:	

Date: May 8, 2017

Councilmember:	
Councilmember:	

Summer Break. No lunch with a Councilmember June through September.

Date: Oct 9, 2017

Councilmember:	
Councilmember:	

Date: Nov 27, 2017 *No first meeting in November*

Councilmember:	
Councilmember:	

Date: Dec 11, 2017

Councilmember:	
Councilmember:	

Below is a summary of the status of the Public Safety Building budget:

Public Safety Building Budget Analysis	
11/17/2016	
Funding - Summary	
Initial Funding - Ordinance 13-38(S)	\$ 300,000.00
Second Funding - Ordinance 15-18 (S-2)	\$ 355,000.00
Total Funding	\$ 655,000.00
Summary - Stantec GC/CM Design Contract	
Initial AIA Agreement - Stantec	\$ 297,910.80
Modification #1 - Stantec	\$ 189,527.00
Total Design Contract to Date	\$ 487,437.80
Summary - Project Expenditures (156-0377)	
Stantec Design Expenditures to Date (10-20-16)	\$ 411,168.44
City Design Support Expenditures to Date (10-20-16)	\$ 36,570.10
Appropriation for Fire Hall Improvements Design	\$ 80,000.00
Total Project Cost to Date	\$ 527,738.54
Funds Remaining	\$ 127,261.46

Below is a summary of the status of the Fire Hall Improvement project. Costs to complete the building expansion are greater than expected. Recommend construction be postponed until budget issues can be resolved. Remaining work would best be completed in the Spring 2017.

Homer Fire Hall Improvements					
Revised Cost Estimate - 11-13-16					
Current Budget = \$1,195,000 - \$1M (construction)+ 80,000 (design) + \$115,000 (energy)					
		Original Estimate		Current Expectations 10/30/16	
		Design	Construction	Design	Construction
Task #	Task Description	Budget	Budget	Budget	Budget
1	Replace all floor coverings	\$3,000	\$25,000	\$3,000	\$25,000
2	Second floor expansion (2000 SF)	\$41,500	\$424,500	\$80,000	\$768,508
3	Repaint/stain exterior	\$3,000	\$40,000	\$3,000	\$40,000
4	Repaint interior, wall protection in bays	\$2,500	\$25,000	\$25,000	\$20,000
5	Replace the slab flooring in Bays 2 & 3	\$3,000	\$25,000	\$0	\$38,000
6	Pavement/drainage improvements ERS	\$1,500	\$85,000	\$0	\$80,000
7	Vehicle exhaust system in the bays	\$7,500	\$30,000	\$0	\$25,000
8	Remodel the kitchen facilities	\$5,000	\$25,000	\$3,000	\$15,000
9	Exterior stairs (west & east side of building)	\$5,000	\$30,000	\$2,500	\$20,000
10	Unheated covered enclosed parking	\$8,000	\$80,000	\$0	\$80,000
11	Interior/exterior energy efficient fixtures			\$0	\$45,000
12	Convert to natural gas	-		\$0	\$75,000
Totals		\$80,000	\$789,500	\$116,500	\$1,231,508
Fixed Fee (6%)		\$0	\$47,370	\$0	\$53,190
Contingency		\$0	\$83,687	\$0	\$75,000
Total Project Cost		\$80,000	\$920,557	\$116,500	\$1,359,698
			\$1,000,557		\$1,476,198

Scope of Work needs to be reduced or additional funds appropriated.

MORGAN PARTNERSHIP LLC

November 3, 2016

Katie Koester, City Manager
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603

Re: 2017 Proposal Withdrawal

Dear Mrs. Koester:

Please accept this letter as confirmation of withdrawal of our 2017 proposal for lobby services dated September 28, 2016. Linda and I have very much enjoyed working with you, Council members and your professional staff to advance the priorities of the City of Homer. We wish you continued success.

Sincerely,

A handwritten signature in dark ink, appearing to read "Yuri Morgan", with a long horizontal flourish extending to the right.

Yuri Morgan

CITY ATTORNEY REPORT

COMMITTEE REPORTS

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Finance Director

RESOLUTION 16-113

A RESOLUTION OF THE HOMER CITY COUNCIL ACCEPTING THE 2015 COMPREHENSIVE ANNUAL FINANCIAL REPORT WITH AUDIT AND FINANCIAL STATEMENTS AND ACKNOWLEDGING THE MANAGEMENT LETTER SUBMITTED BY THE CITY'S INDEPENDENT AUDITOR, BDO USA, LLP AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE FINANCIAL REPORT.

WHEREAS, BDO USA, LLP conducted the annual audit, submitted the 2015 Comprehensive Annual Financial Report with the audit and financial statements, and the management letter was delivered for review and distributed to the Mayor and City Council November 2016; and

WHEREAS, BDO USA, LLP made a public presentation during the Regular Meeting of November 21, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Homer, Alaska, that the 2015 Comprehensive Annual Financial Report with audit and financial statements is accepted and that the management letter is acknowledged as submitted by BDO USA, LLP, the City's independent auditor.

PASSED AND ADOPTED by the Homer City Council this 21st day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER
HOMER, ALASKA**

Smith

RESOLUTION 16-123

A RESOLUTION OF THE HOMER CITY COUNCIL GIVING DIRECTION
TO THE CITY MANAGER TO FULLY EXPLORE THE PROPOSAL TO
CONSOLIDATE 911 DISPATCH SERVICES WITH THE KENAI
PENINSULA BOROUGH.

WHEREAS, The Kenai Peninsula Borough operates a 911 dispatch facility out of Soldotna, Alaska; and

WHEREAS, The Borough has approached the communities of Seward, Kenai, and Homer about consolidated dispatch services; and

WHEREAS, City administration has engaged in conversations with the Borough since March of 2016 analyzing the pros, cons, and challenges of consolidation; and

WHEREAS, In October 2016 the Homer City Council held two work sessions on the proposal from the Borough; and

WHEREAS, Many variables have not been fully researched and presented to the council and the public; and

WHEREAS, A smaller dispatch staff could save significant space and technology requirements in the new police building; and

WHEREAS, Given the potential for Dispatch consolidation, it is in the best interest of the City that Police Department staff design and present solutions to any shifted staffing and response capabilities if consolidation were to occur; and

WHEREAS, When the future number of City employees is considered as a whole, the loss of 7 dispatch jobs is offset by the proposed increases of 2.5 Police Department Administrative jobs, 1 new Jailor, an increase in the Fire Department of 1 Assistant Chief, the addition of ½ of a position as assistant to the City Manager and 1 addition to the janitorial staff; and

WHEREAS, The total effect of all proposed personnel changes is a net reduction of 1 full time position; and

WHEREAS, No response has been received from the State of Alaska allowing the City to accurately gage the potential impact of PERS Termination Studies; and

WHEREAS, The City needs to work in earnest with the Borough to develop an employee structure that insures no PERS Termination penalties would be incurred; and

WHEREAS, The Council has an ongoing responsibility to prepare for the loss of revenue from the HART program sales taxes diversion; and

WHEREAS, The concept of 911 dispatch consolidation presents an opportunity to fully staff the personnel needs of the City and contain those budget impacts.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, determines it is the best interest of the City to conduct a thorough and complete evaluation of the proposal for consolidating 911 dispatch with the Kenai Peninsula Borough including the broad scope of changes to the City employee ranks and related budget impacts.

PASSED AND ADOPTED by the Homer City Council this 26th day of November, 2016.

CITY OF HOMER

BRYAN ZAK, MAYOR

ATTEST:

JO JOHNSON, MMC, CITY CLERK

Fiscal Note: To be determined.

COMMENTS OF THE AUDIENCE
COMMENTS OF THE CITY ATTORNEY
COMMENTS OF THE CITY CLERK
COMMENTS OF THE CITY MANAGER
COMMENTS OF THE MAYOR
COMMENTS OF THE CITY COUNCIL
ADJOURNMENT

