



MEMORANDUM

Resolution 25-017, A Resolution of the City Council of Homer, Alaska Approving an Amendment to the City's Sublease with New Pacific Airlines, Inc. DBA Ravn Alaska and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Back-Up Memorandum
Prepared For: Mayor Lord and Homer City Council
Date: February 12, 2025
From: Bryan Hawkins, Port Director / Airport Terminal Manager
Through: Melissa Jacobsen, City Manager

The City's current land lease with the State of Alaska for the area that includes the Homer Airport Terminal and associated parking took effect on March 30, 2023 and extends until March 30, 2028. New Pacific Airlines, Inc DBA Ravn Alaska ("Ravn") is one of the City's subtenants operating out of the Homer Airport under a sublease that will expire on March 30, 2028.

The CEO of Ravn recently requested that the sublease be amended to include an early termination clause. City Council indicated that they would support an early termination clause with a requirement for 90 days written notice. The attached draft amendment to the sublease has been prepared by the City Attorney.

If approved by Council, this draft amendment will be submitted to the State for preliminary review prior to signature, and then copies signed by both parties to the sublease will be submitted to the state for official approval.

RECOMMENDATION:

Approve Resolution 25-017

Attachments:

Resolution 23-063 Approving a 5-year sublease

Federal DOT Order 2023-11-7 Reissuing Certificate to Reflect Change in Corporate Name and Deregistration of Trade Names

 Draft Amendment to Sublease

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-063

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING A FIVE YEAR SUBLEASE AT THE HOMER AIRPORT TERMINAL FOR NORTHERN PACIFIC AIRWAYS, INC. DBA RAVN ALASKA, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Northern Pacific Airways, Inc., dba Ravn Alaska (Ravn) has requested a new sublease with the City to continue their existing operations, which includes 2530 square feet of combined front counter, office, baggage claim loading bay and cargo space located at the Homer Airport Terminal; and

WHEREAS, The current sublease between Ravn and the City at the Homer Airport Terminal expired on March 30, 2023 and is now on a month to month basis; and

WHEREAS, The prime lease held between the City and the State of Alaska Department of Transportation and Public Facilities (DOT&PF) terminated March 20, 2023 and the City recently has renewed this lease; and

WHEREAS, DOT&PF only permits the City to enter into sublease arrangements at the Homer Airport Terminal with a maximum term length of five years however the City can only offer a sublease that ends with the prime leases termination date of March 30, 2028; and

WHEREAS, HCC 18.08.140 City property may be subleased if expressly permitted in the lease agreement and approved in writing by Council.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby approves a five year sublease effective July 1, 2023 through March 30, 2028 space at the Homer Airport Terminal for the annual lease rent of \$119,384.52 and authorizes the City Manager to negotiate and execute the appropriate documents.

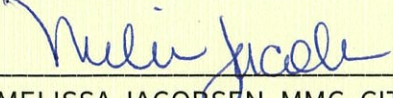
PASSED AND ADOPTED by the Homer City Council this 26th day of June, 2023.

CITY OF HOMER

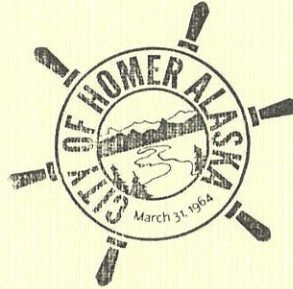


KEN CASTNER, MAYOR

45 ATTEST:

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47 _____
48 MELISSA JACOBSEN, MMC, CITY CLERK

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50 Fiscal information: \$119,384.52 lease revenue





**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.**

Issued by the Department of Transportation
on the 3rd day of November 2023

Application of

**NORTHERN PACIFIC AIRWAYS, INC.
d/b/a RAVN ALASKA**

Docket DOT-OST-2021-0146

for the reissuance of its certificate of public
convenience and necessity under 49 U.S.C.
§ 41102 and deregistration of trade names

**ORDER REISSUING CERTIFICATE
TO REFLECT CHANGE IN CORPORATE NAME
AND
DEREGISTRATION OF TRADE NAMES**

SUMMARY

By this Order, the U.S. Department of Transportation (the “Department”) (1) acknowledges the registration of the corporate name “New Pacific Airlines, Inc.” by Northern Pacific Airways, Inc. (“NPA”), (2) reissues to the air carrier its Certificate of Public Convenience and Necessity to reflect this change, and (3) deregisters the trade names “Corvus Airlines”, “Northern Pacific Airways”, “Northern Pacific Airlines”, and “Northern Pacific” for use in NPA’s operations.

BACKGROUND

On October 9, 2023, NPA, a corporation organized under the laws of the State of Washington, filed an application, pursuant to 14 CFR Part 215 (“Part 215”), requesting reissuance of its Certificate of Public Convenience and Necessity to reflect a change of its corporate name to “New Pacific Airlines, Inc.”¹ and for the Department to deregister the trade name “Corvus Airlines”. In its application, NPA states that its corporate name change will have no effect on its management, operations, financial condition, and citizenship.

On October 18, 2023, NPA requested that the Department also deregister the trade names “Northern Pacific Airways”, “Northern Pacific Airlines”, and “Northern Pacific”. NPA intends to retain its previously registered trade name “Ravn Alaska” and “New Pacific Airlines” for use in its operations.

¹ NPA’s certificate authority was reissued most recently by Order 2021-11-3, issued November 15, 2021, to reflect its new corporate name “Northern Pacific Airways, Inc.” and deregistration of the trade name “Ravn Connect”.

Part 215 of the Department's regulations provides that any air carrier wishing to change the name in which its operating authority has been issued must register that name with the Department. The rule further states that the Department may register such name after the air carrier gives notification to similarly named air carriers of the proposed use of the name. Part 215 also recognizes that the Department may intervene in the registration of an alternate name should there be evidence of a significant potential for, or of actual, public confusion.

NPA states that the change of its corporate name from Northern Pacific Airways, Inc. to New Pacific Airlines, Inc. raises no name similarity issues or other issues that require resolution under Part 215, which our review confirms.

Therefore, since NPA has complied with the requirements of Part 215, the Department, pursuant to 14 CFR §215.6, acknowledges the registration of the corporate name "New Pacific Airlines, Inc." and reissues the certificate authority held by NPA to reflect the change in its corporate name. Additionally, the Department deregisters the trade names "Corvus Airlines", "Northern Pacific Airways", "Northern Pacific Airlines", and "Northern Pacific", effective immediately.

ACCORDINGLY, Pursuant to authority assigned by the Department in its regulations, 14 CFR 385.12:

1. We acknowledge, pursuant to 14 CFR §215.6, the registration of the corporate name "New Pacific Airlines, Inc." and reissue in the name New Pacific Airlines, Inc., d/b/a Ravn Alaska, the Certificate of Public Convenience and Necessity issued to Northern Pacific Airways, Inc. d/b/a Ravn Alaska by Order 2021-11-3, subject to the terms, conditions, and limitations attached.

2. We will serve a copy of this order on the persons listed in Attachment A.

Persons entitled to petition the Department for review of this order under the Department's Regulations, 14 CFR 385.30, may file their petitions within 10 days of this service date of this order.

This action taken by this order is effective immediately and the filing of a petition for review shall not alter its effectiveness.

By:

TODD M. HOMAN
Director
Office of Aviation Analysis

An electronic version of this document is available on the World Wide Web at

<http://www.regulations.gov>



*Certificate of Public Convenience and Necessity for Interstate Air
Transportation*

**NEW PACIFIC AIRLINES, INC.
d/b/a RAVN ALASKA**

(as reissued)

is authorized, subject to the provisions of Subtitle VII of Title 49 of the United States Code, the orders, rules, and regulations issued thereunder, and the attached Terms, Conditions, and Limitations, to engage in interstate air transportation of persons, property, and mail.

This Certificate is not transferable without the approval of the Department of Transportation.

By Direction of the Secretary

*Issued by Order 2023-11-7
On November 3, 2023
Effective on November 3, 2023*

*Todd M. Homan
Director
Office of Aviation Analysis*



Terms, Conditions, and Limitations

**NEW PACIFIC AIRLINES, INC.
d/b/a RAVN ALASKA**

is authorized to engage in interstate scheduled air transportation of persons, property, and mail between any point in any State, territory, or possession of the United States or the District of Columbia, and any other point in any of those entities.

This authority is subject to the following provisions:

- (1) The holder shall at all times conduct its operations in accordance with the regulations prescribed by the Department of Transportation for the services authorized by this certificate, and with such other reasonable terms, conditions, and limitations as the Department of Transportation may prescribe in the public interest.*
- (2) The holder's authority under this certificate is effective only to the extent that such operations are also authorized by the FAA, and comply with all U.S. Government requirements concerning security, including, but not limited to 49 CFR Part 1544. ***
- (3) The holder shall at all times remain a "Citizen of the United States" as required by 49 U.S.C. 40102(a)(15).*
- (4) The holder shall maintain in effect liability insurance coverage as required under 14 CFR Part 205. Failure to maintain such insurance coverage will render this authority ineffective, and this or other failure to comply with the provisions of Subtitle VII of Title 49 of the United States Code or the Department's regulations shall be sufficient grounds to revoke this authority.*
- (5) The holder is authorized to conduct charter flights in interstate and/or foreign air transportation in accordance with the provisions of 14 CFR 212.*
- (6) The holder may reduce or terminate service at any point or between any two points, subject to compliance with the provisions of 49 U.S.C. § 41734 and all orders and regulations issued by the Department of Transportation under that section.*

** This certificate is being reissued to reflect the change in the holder's corporate name from Northern Pacific Airways, Inc., to New Pacific Airlines, Inc.*

*** To assure compliance with all applicable U.S. Government requirements concerning security, the holder shall, before commencing any new service (including charter flights) to or from a foreign airport, contact its Principal Security Inspector (PSI) to advise the PSI of its plans and to find out whether the Transportation Security Administration has determined that security is adequate to allow such airport(s) to be served.*

(7) *Should the holder propose any substantial changes in its ownership, management, or operations (as that term is defined in 14 CFR 204.2(l)), it must first comply with the requirements of 14 CFR 204.5.*

(8) *In the event that the holder does not commence actual flying operations under this certificate within one year of the date of the Department's determination of its fitness, its authority shall be revoked for dormancy. Further, in the event that the holder commences but subsequently ceases all scheduled passenger operations, the authority granted here shall be suspended under the terms of 14 CFR 204.7 and the holder may neither recommence nor advertise such operations unless its fitness to do so has been redetermined by the Department. Moreover, if the holder does not resume such operations within one year of its cessation, its authority shall be revoked for dormancy.*

**SERVICE LIST FOR
NORTHERN PACIFIC AIRWAYS, INC.
d/b/a RAVN ALASKA**

robert.cohn@hoganlovells.com
pat.rizzi@hoganlovells.com
patrick.w.sullivan@faa.gov
taneesha.marshall@faa.gov
david.b.lusk@faa.gov
kim.v.edwards@faa.gov
OAI.DOT.orders.USCarriers@dot.gov
Brent.alex@aa.com
john.b.williams@aa.com
chris.walker@delta.com
steven.seiden@delta.com
robert.land@jetblue.com
reese.davidson@jetblue.com
leslie.abbott@wnco.com
dallas.thomas@wnco.com
jyoung@yklaw.com
dkirstein@yklaw.com
dan.weiss@united.com
steve.morrissey@united.com
amna.arshad@freshfields.com
dheffernan@cozen.com
perkmann@cooley.com

FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment to the Sublease Agreement (“Amendment”) is made and entered into effect as of the _____ day of _____, 2025 by and between (1) the City of Homer, an Alaska municipal corporation (“Sublessor”) whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and (2) New Pacific Airlines, Inc. dba Ravn Alaska (“Sublessee”), a Washington Corporation, whose address is 4700 Old Intl Road, Anchorage, AK 99502.

WHEREAS Sublessor and Sublessee entered into an Air Carrier/Ticket Counter Sublease effective March 30, 2023 (the “Sublease”) regarding the lease of certain property at the Homer Airport to Sublessee.

WHEREAS the parties have agreed to modify the lease to allow for a ninety (90) day termination by either party.

WHEREAS paragraph 34(d) allows the Sublease to be amended by a writing signed by both parties.

NOW, THEREFORE, for good, valuable, and sufficient consideration received and to be received, the parties agree as follows:

1. **Definitions.** Capitalized terms not defined herein have the meanings ascribed to them in the Sublease.

2. **Sublessee’s Right of Termination.** Either party may terminate the Sublease by giving ninety (90) days’ written notice of termination to the other, effective on the expiration of such ninety (90) day period. On such effective date, Sublessee shall deliver possession of the demised premises to Sublessor in the condition in which it received the Premises and in accordance with Paragraph 24 of the Sublease.

3. **Additional Terms.** This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This Amendment may be delivered electronically and such delivery shall be effective as delivery of an original. Except as amended hereby, the Sublease shall remain in full force and effect. This Amendment is the entire agreement between the parties with respect to the matters set forth herein. There are no additional oral or written representations or agreements concerning the matters set forth herein. This Amendment shall be governed by the laws of the State of Alaska.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date set forth above.

SUBLESSOR:

City of Homer

By: _____
Melissa Jacobsen, City Manager

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 20__ by Melissa Jacobsen, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

SUBLESSEE:

New Pacific Airlines, Inc. dba Ravn, Alaska

By: _____

Printed Name: _____

Title: _____

STATE OF)
) SS.
)

The foregoing instrument was acknowledged before me on _____, 20__ by _____ the _____ of New Pacific Airlines, Inc. dba Ravn, Alaska, on behalf of the same.

Notary Public in and for the state of _____
My Commission Expires: _____

After recording return to:
Renee Krause, MMC, City Clerk
City of Homer
491 E. Pioneer Avenue
Homer, AK 99603

DRAFT