

**NOTICE OF MEETING
SPECIAL MEETING AGENDA**

1. CALL TO ORDER

2. APPROVAL OF THE AGENDA

3. PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA

4. 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 **Page 3**
- 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 **Page 27**
- 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 **Page 69**
- 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 **Page 101**
- 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 **Page 105**

5. COMMENTS OF THE AUDIENCE

6. COMMENTS OF THE CITY STAFF

7. COMMENTS OF THE CHAIR

8. COMMENTS OF THE COMMISSION

9. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, DECEMBER 7, 2016 at 5:00 p.m. in the City Hall Conference Room located at 491 E. Pioneer Ave, Homer, Alaska

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NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the assignment of the lease on Tract 1-B to Mr. Todd Strand and that the City of Homer enter into a new, 20 year-term lease with two 5-year options to renew with Mr. Todd Strand, dba Bob's Trophy Charters for Tract 1-B, FISHING HOLE SUBDIVISION NO. 2, with a base rent of \$6,256.80 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 David and Diane Morris before the completion and signing of a new lease with Mr. Strand.

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 \$6,256.80 annually, subject to change as determined by lease negotiations and/or ordered appraisal if needed, 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

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-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.

Attached: Resolution 16-xxx Awarding Bob's Trophy Charters a 20-year Lease for Tract 1-B
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
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
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NOTES:

- 2. Any applicable fees

YES	NO	N/A	INCOMPLETE
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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
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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
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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
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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
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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 if 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 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
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NOTES:



PO BOX 1775
HOMER, ALASKA 99603

1 800-770-6400

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:	[REDACTED]
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:</p> <p><i>SEE ATTACHED</i></p> <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	<p><input checked="" type="checkbox"/> List the time schedule from project initiation to project completion, including major project milestones.</p> <p>Dates Tasks</p> <p><u>EXISTING BUILDING IS ON THE</u> <u>SITE, NO NEW CONSTRUCTION</u> <u>IS PLANNED</u></p> <p><u>By OCT. 2017</u> <u>EXTERIOR PAINTING OF BUILDING</u></p> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th data-bbox="517 1111 676 1144">Building Use</th> <th data-bbox="940 1111 1347 1144">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>	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
Building Use	Dimensions and square footage									
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3.	Insurance	<p><i>POLICY TO BE ISSUED IF APPLICATION IS APPROVED.</i></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.								
4.	Subleases	<p><i>NONE</i></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.								
5.	Health Requirements	<p><i>N/A</i></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.								

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> <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> <input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease. <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>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <input checked="" type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____ <hr/> <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> <i>SEE ATTACHED</i> <input checked="" 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. <input checked="" 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. <input checked="" 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.

9.	Partnership Statement	<input checked="" type="checkbox"/> If the applicant is a partnership, please provide the following: 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"/> If the applicant is a corporation, please provide the following: 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 border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><u>Share</u></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> </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 border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	<u>Name</u>	<u>Title</u>	_____	_____	_____	_____	_____	_____
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11. Applicant References

Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.

Name: TODD MARKMAN
Firm: RELIANCE BANK
Title: PRESIDENT
Address: 2300 NW 30TH STREET, FARIBAULT, MN
Telephone: 507-409-1321
Nature of business association with Applicant: BUSINESS BANKER & PERSONAL BANKER

Name: STEVE SMITH
Firm: AMERICAN FAMILY INSURANCE COMP.
Title: PRESIDENT
Address: 2186 3RD STREET, WHITE BEAR LAKE, MN
Telephone: 651-429-7737
Nature of business association with Applicant: MY INSURANCE AGENT FOR OVER 30 YEARS

Name: KELLEY WHEELER
Firm: BURKE, WHEELER AND ASSOCIATES
Title: PRINCIPAL
Address: 1453 HELMO AVE. NORTH, OAKDALE, MN
Telephone: 651-738-4805
Nature of business association with Applicant: CERTIFIED PUBLIC ACCOUNTANT HANDLES TAX RETURNS AND OTHER MATTERS

Name: BRUCE STANG
Firm: STANG PRECISION INC.
Title: PRESIDENT
Address: 531 MINNIE STREET, PAYNESVILLE, MN
Telephone: 320-243-3613
Nature of business association with Applicant: MATERIAL SUPPLIER FOR OVER 25 YEARS

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

Signature:

Todd Markman

Date:

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.

1989 – 2001 Kiltie 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 Kiltie 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.



US00D452332B1

(12) **United States Design Patent** (10) Patent No.: **US D452,332 S**
Blomquist et al. (45) Date of Patent: **** Dec. 18, 2001**

(54) **MODULAR RETAINING WALL BLOCK**

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

(73) Assignee: **Kiltte Curporatun, Oakdale, MN (US)**

(**) Term: **14 Years**

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

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

Related U.S. Applcutlun Duta

(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, D25/164, 199, 150; D21/484-486, 488-492, 499-500; 52/582.1, 588.1, 596, 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	Deslauriers	.....	D25/151
D. 22,610	7/1893	Deslauriers	.....	D25/151
D. 67,647	6/1925	Dunn	.....	D25/118

(List continued on next page.)

FOREIGN PATENT DOCUMENTS

531354	10/1856	(CA)	.....
50020	9/1982	(CA)	.....
1182295	2/1985	(CA)	.....	61/52

(List continued on next page.)

OTHER PUBLICATIONS

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

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

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

Mutual 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. Zarfaz

Assistant Examiner—Robert A. Delehanty

(74) Attorney, Agent, or Firm—Kinney & 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;

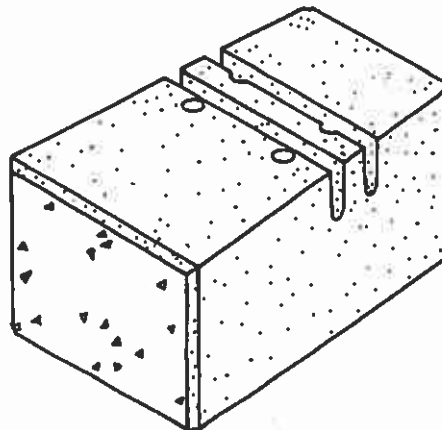
FIG. 3 is a front elevational view thereof;

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



Dotti Included

PLAT APPROVAL

THIS PLAT WAS APPROVED BY THE STATE FISHWILDERNESS SURVEY PLANNING COMMISSION AT THE MEETING OF 3-10-94.

REMI FROSTELLA, CHAIR

Richard Morgan
APPROVED OFFICIAL

NOTES

1. PARTS OF BEARING IN THE CITY OF HOMER COMPENSATE SYSTEM AS SHOWN ON PLAT 62-336 ARE "CITY OF HOMER AREA RECORD OF SURVEY".
2. AN EASEMENT OR INTEREST SHALL BE CONSIDERED AS PLACED UPON AN EASEMENT BOOKY RECORD ENTERING WITH THE ABILITY OF A UTILITY TO USE THE EASEMENT.
3. THESE LOTS SHALL BE SERVED BY CITY SEWER AND WATER. NO ON-SITE WATER OR WASTE-WATER SYSTEMS ARE PERMITTED.
4. NO DIRECT ACCESS TO STATE MAINTAINED RIGHTS OF WAY IS PERMITTED UNLESS APPROVED BY THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION.

LEGEND

- ① INDICATES ARE BE ADJUSTED IN CASE
- ② INDICATES 5/8" BEARING WITH PFC CAP FROM THIS SURVEY
- ③ INDICATES 3/8" x 3/8" BEARING WITH PFC ALUMINUM CAP SET FROM SURVEY

TRACT TWO

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM PROPERLY REGISTERED AND LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT THE INSTRUMENTS AND METHODS ACTUALLY USED AS DESCRIBED AND THAT ALL CORRECTIONS AND OTHER DETAILS ARE CORRECT.

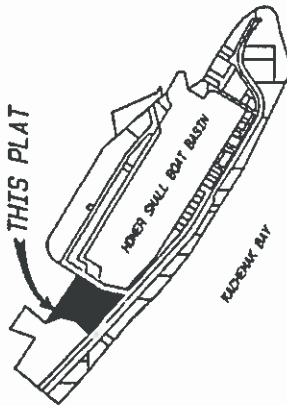
DATE 12/11/93 REGISTRATION NO. 7538-S.

Stephen C. Smith
REGISTERED LAND SURVEYOR



VICINITY MAP

SCALE 1" = 1200'
LOCATED WITHIN THE CITY OF HOMER



CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT I HEREBY ACCEPT THIS PLAT OF SUBDIVISION, AND BY THIS MY ACCEPTANCE I AGREE TO WAIVE ALL PUBLIC RIGHTS TO PUBLIC RIGHTS AND GRANT ALL EASEMENTS TO THE USE SHOWN HEREON.

CITY OF HOMER

Richard L. Island
RICHARD L. ISLAND
HOMER CITY MANAGER
401 EAST PROMENADE AVENUE
HOMER, ALASKA 99603

RECORDED - FILED 20-
1994
DATE 11-8-94
TIME 3:57 PM
BY 440044
HOMER, ALASKA

NOTARY'S ACKNOWLEDGEMENT

SUBSCRIBED AND SIGNED IN PRESENCE OF THIS NOTARY PUBLIC FOR ALASKA

FOR RICHARD L. ISLAND

Richard L. Island
NOTARY PUBLIC FOR ALASKA

BY COMMISSION EXPIRES 6/10/95



CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	CHORD BEARING
1+00	179° 00'	179.00'	2° 07' 17.34"
1+10	179° 00'	179.00'	2° 07' 17.34"

LYNE TABLE

LYNE	BEARING	DISTANCE
1+00	N 17° 00' 00" E	100.00'
1+10	N 17° 00' 00" E	100.00'
1+20	N 17° 00' 00" E	100.00'
1+30	N 17° 00' 00" E	100.00'
1+40	N 17° 00' 00" E	100.00'
1+50	N 17° 00' 00" E	100.00'
1+60	N 17° 00' 00" E	100.00'
1+70	N 17° 00' 00" E	100.00'
1+80	N 17° 00' 00" E	100.00'
1+90	N 17° 00' 00" E	100.00'
1+00	N 17° 00' 00" E	100.00'

CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

SECTION 12-2, SUBCHAPTER 12-20, ALASKA STATUTES, REQUIRE THAT ANY DEVELOPMENT PROJECT MUST MEET THE REGULATORY REQUIREMENTS OF THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION.

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVES THIS SUBDIVISION FOR PLATTING.

DATE 12-15-93

Richard L. Island
TITLE

REGISTERED OFFICIAL

DATE 12-15-93

Richard L. Island
TITLE

DATE 12-15-93

HOMER RECORDING DISTRICT

THE FISHIN' HOLE NO. 2
A REPLAT OF TRACT ONE, THE FISHIN' HOLE ACCORDING TO PLAT NO. 92-39, HFD LOCATED WITHIN THE SE 1/4 S 35, T6S, R13M, 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

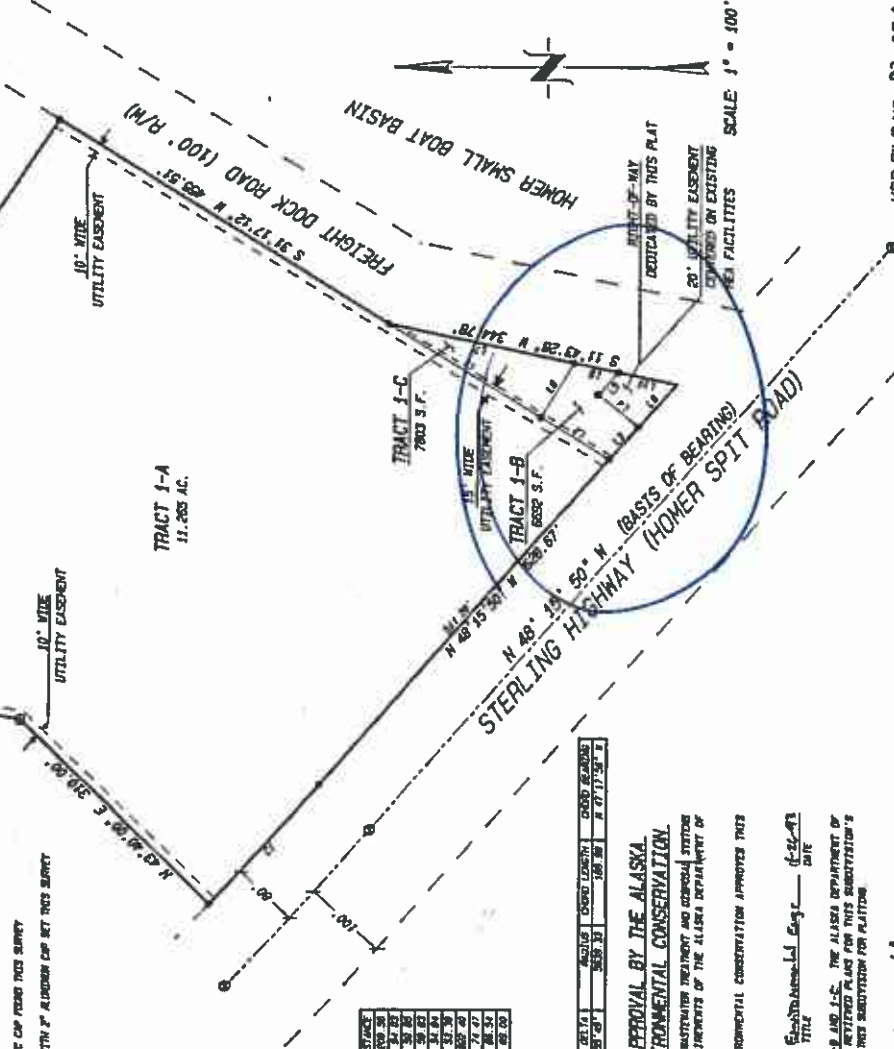
DRAWN BY: SCS COMP BY: SCS JOB #92-12

DATE: 4/12/93 SCALE: 1" = 100' SHEET #1 OF 3

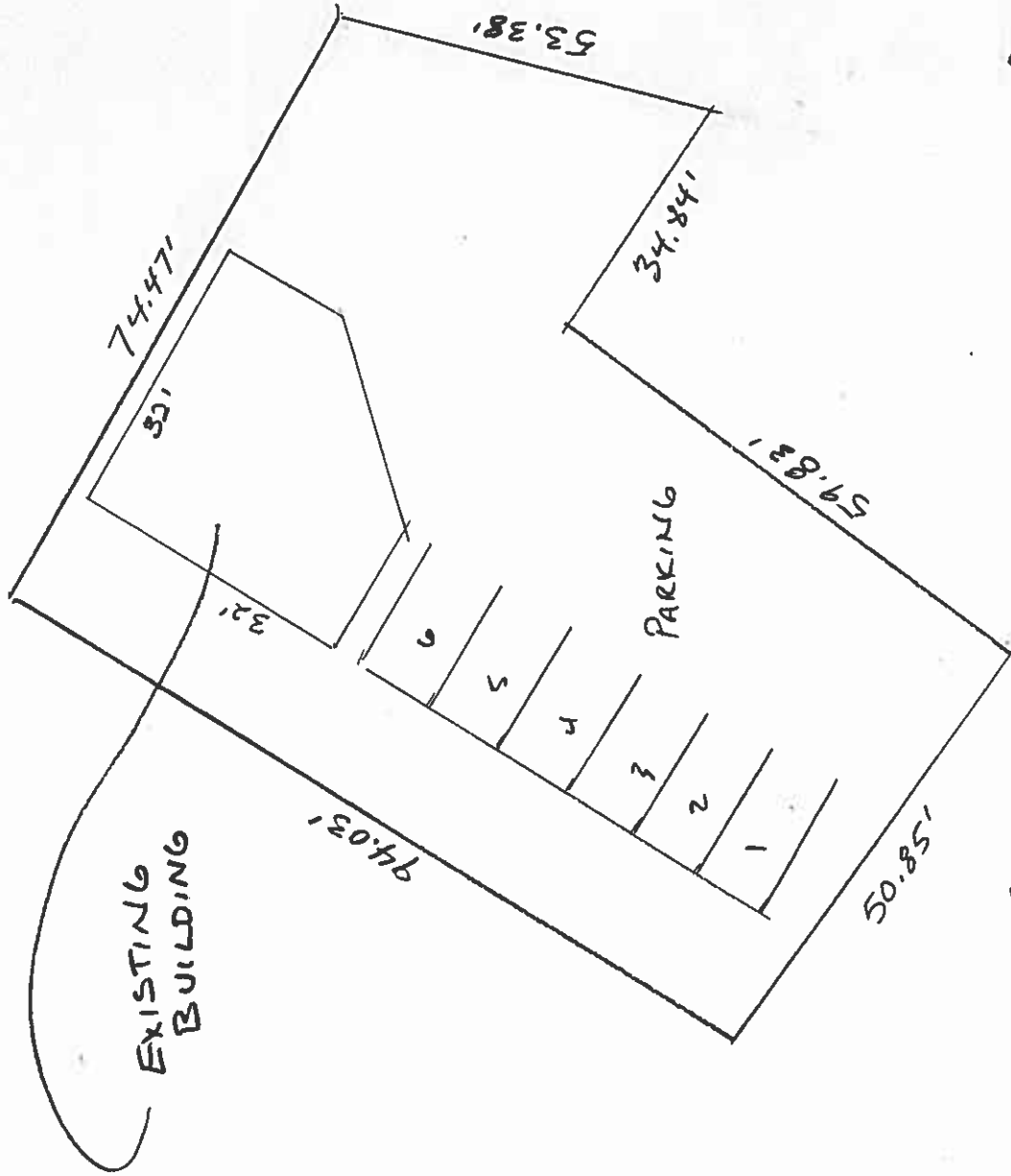
SHEETS NO. 2 & 3 ARE SIGNATURE SHEETS ONLY

KPB FILE NO. 93-034

SCALE 1" = 100'



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

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

Todd and Laura Strand
24075 Lofton Avenue No.
Chicago City, MN 55013

David and Diane Morris
Bob's Trophy Charters
P.O. Box 2478
Homer, AK 99603

Electronically Delivered

Re: Lease Assignment/Proposal for Bob's Trophy Charters & HCC Compliance

Dear the Morris' and the Strand's,

The Lease Advisors met to review Mr. Strand's lease request for Bob's Trophy Charters, located at 3678 Homer Spit Road. The Lease Advisors noted the strengths of the application, while also observing two compliance issues with Homer's Zoning Code.

1. The first compliance issue relates to an existing Recreational Vehicle that has been parked on-site for quite some time. The Marine Commercial district does not allow the long-term parking of Recreational Vehicles, HCC 21.28.020. Your request includes a timeline to finalize a lease by December 31, 2016. In order to accommodate this timeline, the City requests that the RV be removed prior to the finalization of the lease. Please notify Bryan Hawkins, the Port Director/Harbor Master at 907-235-3160 when the RV has been removed.
2. The second compliance issue relates to Homer's Sign Code. The City's sign code provides commercial buildings with a "sign allowance", which is based on the size of the largest wall that faces the street. For the Bob's Trophy Charters building, the largest wall (32 ft x 16 ft) faces Freight Dock Road. Based on the size of the wall facing Freight Dock Road, the building is allowed a maximum of 90 square feet of signage. Signage includes all signs: the freestanding sign, the wall signs, and the painted fish which advertises the fish charter business. The application notes that you intend to repaint the building's exterior in 2017. Included in the lease will be provisions to ensure that the building has a Sign Permit (\$50) and is in compliance with the City's Sign Code by October 1, 2017.

Homer City Code does allow murals on buildings as long as it's not specifically related to the business (which constitutes advertising). We encourage you to explore this option if you are interested. Please contact Dotti Harness-Foster at dharness@cityofhomer-ak.gov for additional information, 907-235-8121.

3. Regarding the antennas on top of the building. The City has policies and procedures for subleasing, see also HCC 18.08.120. If Mr. Strand chooses to allow equipment on the Bob's Trophy Charters building for monetary compensation, the City would recognize this agreement as a sublease and is subject to the City's policies. If there is no monetary compensation, then it is not considered a sublease.

We have arranged for a Special Port and Harbor Commission meeting on Wednesday, November 9th at 6:00pm in the upstairs Conference Room at City Hall. The City Council meets on Monday, November 21st at 6:00pm in the Cowles Council Chambers at City Hall. Both of these meeting are open to the public and you are encouraged to attend.

The City is looking forward to having new business owners in our community and wishes the best to the Morris' as they embark into retirement!

Respectfully,



Katie Koester, City Manager

cc: Bryan Hawkins, Port Director/Harbormaster

Attached: HCC 18.08.120 – Sublease
Lease Policy & Procedures Chapter 13 – Subleasing

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

3 City Manager

4 **RESOLUTION 16-xxx**

5
6 A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING AN
7 ASSIGNMENT OF LEASE FOR THE FISH FACTORY ON LOT 12-A1
8 AND AWARDING SEVEN SEAS FISH CO. DBA ALASKAN FISH
9 FACTORY A NEW LEASE WITH OPTIONS TO RENEW FOR LOT 12-
10 A1, PORT INDUSTRIAL NO. 3, AND A PORTION OF LOT 12B, PORT
11 INDUSTRIAL NO. 4, WITH AN ANNUAL BASE RENT OF \$26,119.80,
12 AND AUTHORIZING THE CITY MANAGER TO MOVE FORWARD
13 WITH LEASE NEGOTIATIONS AND EXECUTE THE APPROPRIATE
14 DOCUMENTS.

15
16 WHEREAS, The Fish Factory, LLC has reached a tentative agreement to sell the
17 building and business to Seven Seas Fish Company, Ltd. and continue operating it as a fish
18 processing business under the name Alaskan Fish Factory, Ltd.; and

19
20 WHEREAS, Both parties are seeking the City of Homer's approval of assigning the lease
21 to the new owners before the end of 2016 in order to complete the business sale before the
22 beginning of the upcoming 2017 fishing season; and

23
24 WHEREAS, Per Chapter 13.3 of the City's Lease Policies and Procedures, Seven Seas
25 Fish Co. has submitted a request for lease assignment and new lease application with their
26 proposal, seeking the remaining amount of The Fish Factory's lease term (14 years) or a 20-
27 year term; and

28
29 WHEREAS, The Fish Factory is also leasing a portion of Lot 12B, the lot adjacent to Lot
30 12-A1 and both parties requested this portion be included in the new lease; this section of
31 parcel was leased to The Fish Factory on a short-term basis until they fulfilled all
32 requirements listed under Conditional Use Permit 10-05 in which case their lease for Lot 12-
33 A1 would be amended to include the portion of Lot 12B; and

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

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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

75 ATTEST:

76

77

78

79 _____
JO JOHNSON, MMC, CITY CLERK

80

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

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-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.

Attached: Resolution 16-xxx Awarding Seven Seas Fish Co., dba Alaskan Fish Factory a New Lease for Lot 12-A1 & a Portion of Lot 12B
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
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NOTES:

2. Any applicable fees

YES	NO	N/A	INCOMPLETE
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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
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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
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NOTES:

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

YES	NO	N/A	INCOMPLETE
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NOTES:

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 financials?

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

YES	NO	N/A	INCOMPLETE
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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 Ltd.
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.	<p>Plot Plan</p> <p>No proposed changes To the existing plans</p> <p>See attachment B</p>	<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"/> 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.	<p>Development Plan</p> <p>Site is already fully Developed</p>	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th 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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	<p>Insurance</p> <p>Existing Policy on File to be transferred to new owner at time of sale</p> <p>see Attachment C</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.	<p>Subleases</p> <p>N/A</p>	<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.	<p>Health Requirements</p> <p>Currently in Compliance with all Required Permits & Regulations</p> <p>See Attachment D</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 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> <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>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____
		<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>
		<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.
		<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.
		<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.

9.	Partnership Statement N/A	<input type="checkbox"/> If the applicant is a partnership, please provide the following: Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <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"/> If the applicant is a corporation, please provide the following: 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 border="1"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><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 border="1"> <thead> <tr> <th><u>Name</u></th> <th><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 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 26th 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

CONTEXT

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 *(Financials enclosed Separately)*
2. Assignment Fee
3. Application Fee
4. Supporting Attachments

Attachment Contents:

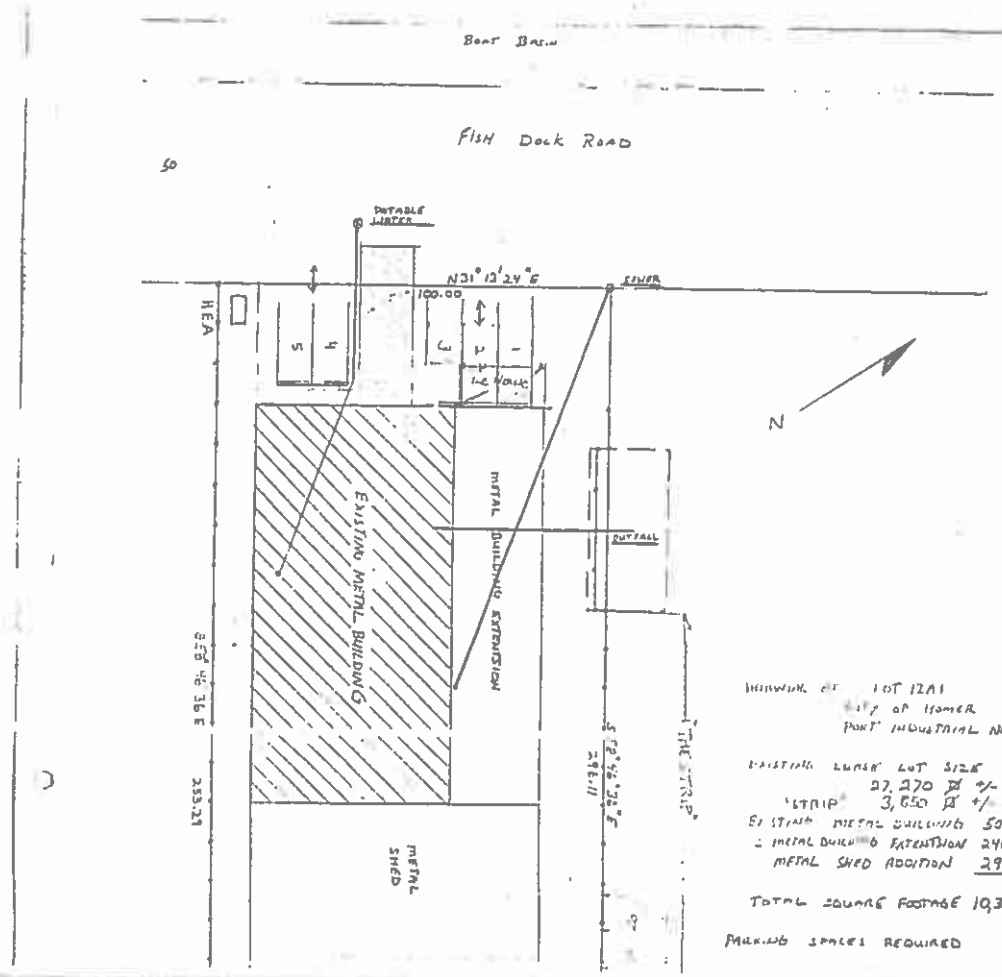
- A. Reference Page 1 of Submitted Lease Assignment Application
 1. Letter to City Manager requesting Consent for Lease Assignment with supporting rational.
 2. Section 8.01 of existing lease showing right for Assignment Consent.
 3. Policy and Procedures for attaining Consent to Assign.
 4. Conditional 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 Attachement D, there is a pile of work to be completed prior to January 1 2017 production. Your efforts are appreciated!

The Fish Factory
Lemay Applicant
PLOT 21A

SCALE: 1/4"

18



HEIRWORK OF LOT 12A1
1/2 OF HOMER
PORT INDUSTRIAL NO 2

EXISTING LUMBER LOT SIZE
27,270 sq ft ±

STRIP 3,650 sq ft ±

EXISTING METAL BUILDING 5000 sq ft

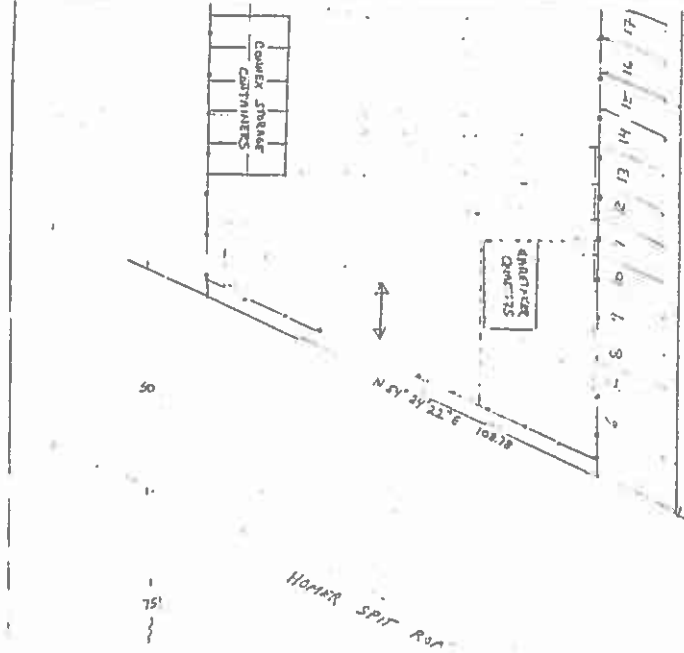
METAL BUILDING EXTENSION 2400 sq ft

METAL SHED ADDITION 2960 sq ft

TOTAL SQUARE FOOTAGE 10,360 sq ft

PARKING SPACES REQUIRED 15+5

19

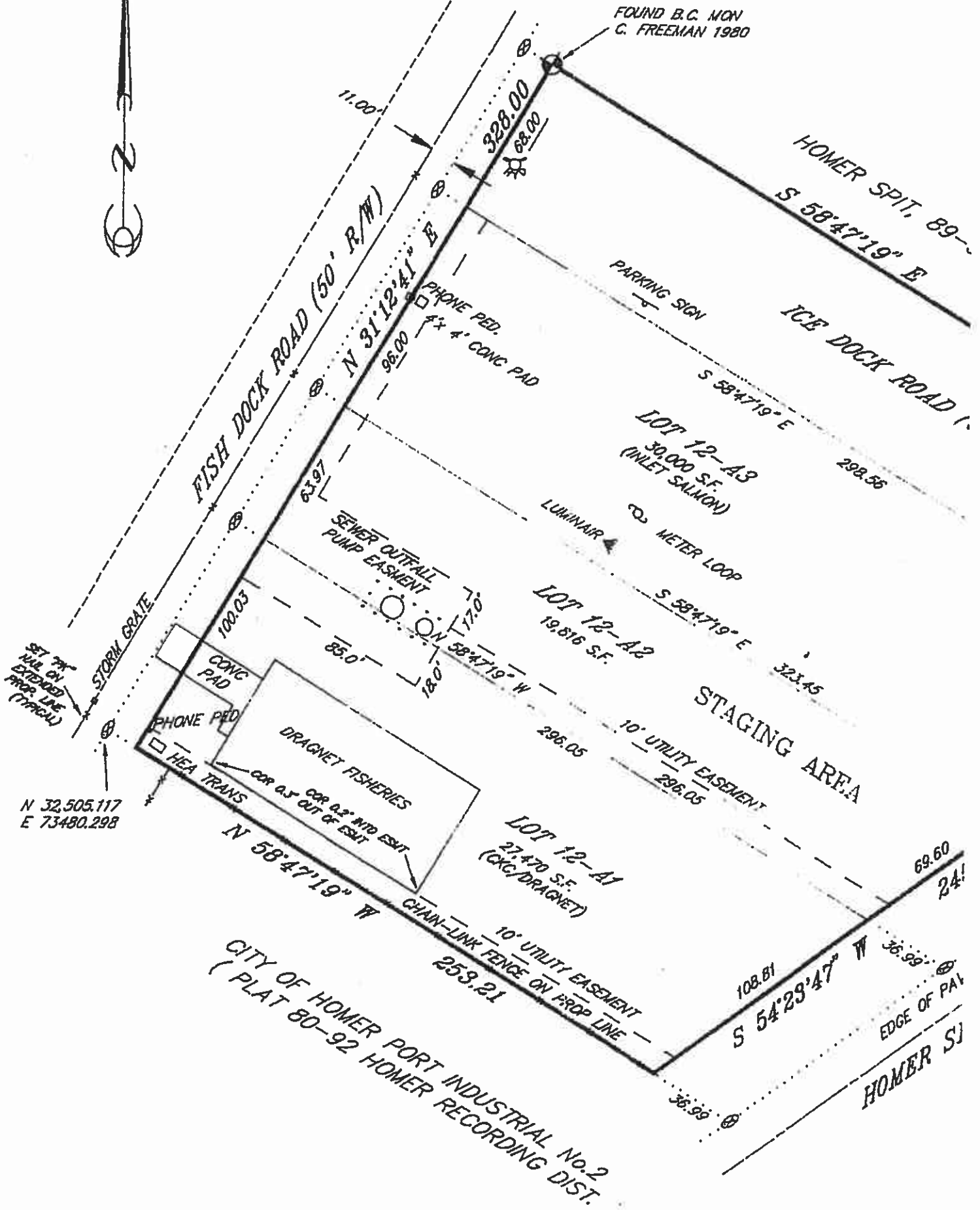


NOTES

1. INFORMATION FOR DRAWING TAKEN FROM AS BUILT SURVEY PREPARED BY KEN BRANCH RLS BOX 1295 HOMER ALASKA 99603 DATED 10/10/08
2. LOCATION OF WATER AND SEWER LINES RECEIVED FROM DRAWINGS PROVIDED BY HOMER PUBLIC WORKS 10/15/99
3. LOCATION OF OUTFALL LINE TAKEN BY PERSONAL OBSERVATION
4. STRIP ADDED 2016

PREPARED BY:
MIRF McCUNE
1-26-00 REVISED 10/16

FOR:
THE FISH FACTORY LLC
800 FISH DOCK RD
HOMER, ALASKA 99603



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 McCune 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 Abboud

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 Rosencrans, 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 Dock 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 each endorsement(s).

PRODUCER Hub International Northwest LLC 255 E Fireweed LN Anchorage, AK 99503	CONTACT NAME: Sharon Pope PHONE (A/C, No, Ext): 907-348-1105 FAX (A/C, No): 907-782-4429 E-MAIL ADDRESS: sharon.pope@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Alaska National Insurance Company NAIC # 38733 INSURER B: American Interstate Insurance Company 31895 INSURER C: INSURER D: INSURER E: INSURER F:

INSURED
 The Fish Factory LLC
 800 Fish Dock Rd
 Homer, AK 99603

COVERAGES


CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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 GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		16IPS59243	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		16IAS59243	09/30/2016	09/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		16ILU59243	09/30/2016	09/30/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y N/A		AVWCAK2538602016	09/30/2016	09/30/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 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 McCune, Joyce Knutson, and Peter Knutson are excluded from Workers' Compensation coverage.

CERTIFICATE HOLDER City of Homer 491 E. Pioneer Ave 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  Sharon Pope
---	--

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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 Sonitotion 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 The Fish Factory LLC
For operation of 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.



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

Candace K Grissom
Licensing Specialist

12/30/2015
Issue Date

ISSUING NMFS OFFICE:
NMFS, Alaska Region
Restricted Access Management
PO Box 21668
Juneau, AK 99802-1668



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

Federal Processor Permit

Permit Holder

MICHAEL R MCCUNE et al.
NMFS ID: 36629
600 FISH DOCK RD
HOMER, AK 99603

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 99603

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: the1212

Registration Expiration Date: 2016-12-31

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: 18506699070 Pin No c9C8DE3J

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: mikem@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): mikem@thefishfactory.net

SECTION 4 PARENT COMPANY NAME/ADDRESS INFORMATION AND TRADE NAMES

(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 IFQ Registered Buyer. The holder of the Certificate has been assigned the following Registered Buyer permit number, which must be provided when submitting an IFQ 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 Hiadick

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-transferable and non-negotiable and must be returned 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, form of ownership or any other change

FISH FACTORY LLC THE

REGISTRATION NUMBER 34162

DATE OF REGISTRATION 01/01/00

800 FISH DOCK ROAD
HOMER AK 99611

Dale J. Bagley

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

FORM # 124 (07)

MAYOR



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

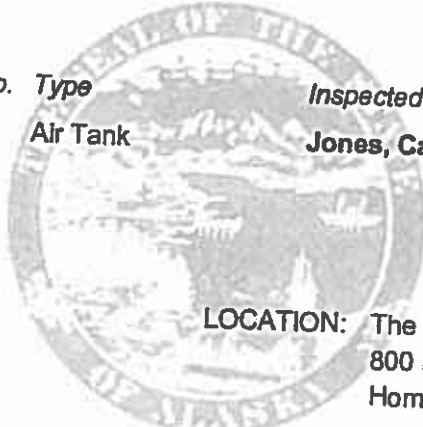
(907) 269-4933

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	06/16	200	06/20



MAIL TO: The Fish Factory
 Attn: McCune, Michael - Owner
 800 Fish Dock Rd
 Homer, AK 99603-8026

LOCATION: The Fish Factory
 800 Fish Dock Rd
 Homer, AK 99603-8028

Heidi Drygas
 Commissioner of Labor

Bill Walker

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Fish Dock Use Permit
Admin. Check List

2016

Applicant: FISH FACTORY, LLC.

- 1. Read and understand the new Section SC pertaining to personnel training x
 - 2. Blank Lines On Page 1 and 2 are filled out: x
 - 3. Applicant has signed on Page 8: x
 - 4. Signature is notarized on Page 9: x
 - 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): x
 - 6. The levels of insurance match or exceed the levels of coverage
required in Section 24 of the permit: x
 - 7. Exhibit C is filled out by applicant: x
 - 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) x
- Complete, Meets All Above: x

If No, Deficient in That: _____

Accepted by: Janet Jones

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

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 4S.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.
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

PERMIT # AK-652-0518

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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

D-11

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: Maaf Yoder

Date: 1-19-15

By: 1-22-2015
City Manager

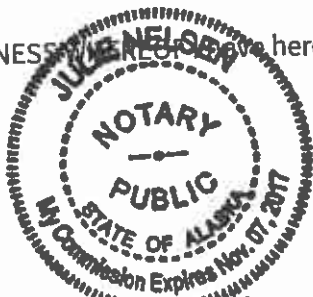
By: [Signature]

Its: MAJORITY 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,



Katie Koester, City Manager

Cc: Port and Harbor Commission

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

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CITY OF HOMER

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BRYAN ZAK, MAYOR

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47 ATTEST:

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JO JOHNSON, MMC, CITY CLERK

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53 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

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-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.

Attached: Resolution 16-xxx Awarding Pier One Theater a Five Year Lease for Portion of Tract 1-A
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
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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
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NOTES:

Continue theatre productions and youth camps

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
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NOTES:

Development is complete. They will be:

- *Installing outdoor light over the entrance/exit doors.*
- *Completing the mural*
- *Repairing the roof*
- *Replacing the cast 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
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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
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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 if 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"> <tr> <td>Dates</td> <td>Tasks</td> </tr> <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> </table> <p>For each building, indicate:</p> <table border="0"> <tr> <td>Building Use</td> <td>Dimensions and square footage</td> </tr> <tr> <td><u>Selling tickets</u></td> <td><u>8'XS' – 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> </table>	Dates	Tasks	<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>	Building Use	Dimensions and square footage	<u>Selling tickets</u>	<u>8'XS' – 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> <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> <input type="checkbox"/> Lease fee - \$300.00. Covers the costs of preparing and processing the actual lease. <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>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____ _____ _____ <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>Spenard 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

1. 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

PLAT APPROVAL

THIS PLAT HAS APPROVED BY THE ALASKA RECORDS & MAPPING DIVISION OF THE OFFICE OF THE ATTORNEY GENERAL
 AT THE OFFICE OF THE ATTORNEY GENERAL
 1100 W. 4TH AVENUE, SUITE 1000
 ANCHORAGE, ALASKA 99501
 DATE: 12/11/93

NOTES

1. PLAT APPROVED BY THE CITY OF ANCHORAGE RECORDS & MAPPING DIVISION ON 12/11/93.
2. NO FURTHER PROTECTIVE WALL OR CONSTRUCTION IS PLACED WITHIN AN EXISTING HOLES HOLE CHIMNEY FROM THE ABILITY OF A CRACK TO BE THE CAUSE.
3. THIS PLAT SHALL BE SUBJECT TO CITY RECORD AND OTHER, NO ON-SITE WATER OR SEWERAGE SYSTEMS ARE SHOWN.
4. NO EXISTING ACCESS TO EXISTING HOLES HOLE CHIMNEY OR SET TO ADJACENT PLATS APPROVED BY THE CITY OF ANCHORAGE RECORDS & MAPPING DIVISION.

LEGEND

- ① EXISTING 48" WATER MAIN TO BE REMOVED
- ② EXISTING 6" WATER MAIN TO BE REMOVED
- ③ EXISTING 6" WATER MAIN TO BE REMOVED
- ④ EXISTING 6" WATER MAIN TO BE REMOVED

LINE TABLE

LINE NO.	START POINT	END POINT	LENGTH	BEARING
1	1-1	1-2	100.00	N 00° 00' 00" W
2	1-2	1-3	100.00	N 00° 00' 00" W
3	1-3	1-4	100.00	N 00° 00' 00" W
4	1-4	1-5	100.00	N 00° 00' 00" W
5	1-5	1-6	100.00	N 00° 00' 00" W
6	1-6	1-7	100.00	N 00° 00' 00" W
7	1-7	1-8	100.00	N 00° 00' 00" W
8	1-8	1-9	100.00	N 00° 00' 00" W
9	1-9	1-10	100.00	N 00° 00' 00" W
10	1-10	1-11	100.00	N 00° 00' 00" W
11	1-11	1-12	100.00	N 00° 00' 00" W
12	1-12	1-13	100.00	N 00° 00' 00" W
13	1-13	1-14	100.00	N 00° 00' 00" W
14	1-14	1-15	100.00	N 00° 00' 00" W
15	1-15	1-16	100.00	N 00° 00' 00" W
16	1-16	1-17	100.00	N 00° 00' 00" W
17	1-17	1-18	100.00	N 00° 00' 00" W
18	1-18	1-19	100.00	N 00° 00' 00" W
19	1-19	1-20	100.00	N 00° 00' 00" W
20	1-20	1-21	100.00	N 00° 00' 00" W
21	1-21	1-22	100.00	N 00° 00' 00" W
22	1-22	1-23	100.00	N 00° 00' 00" W
23	1-23	1-24	100.00	N 00° 00' 00" W
24	1-24	1-25	100.00	N 00° 00' 00" W
25	1-25	1-26	100.00	N 00° 00' 00" W
26	1-26	1-27	100.00	N 00° 00' 00" W
27	1-27	1-28	100.00	N 00° 00' 00" W
28	1-28	1-29	100.00	N 00° 00' 00" W
29	1-29	1-30	100.00	N 00° 00' 00" W
30	1-30	1-31	100.00	N 00° 00' 00" W
31	1-31	1-32	100.00	N 00° 00' 00" W
32	1-32	1-33	100.00	N 00° 00' 00" W
33	1-33	1-34	100.00	N 00° 00' 00" W
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35	1-35	1-36	100.00	N 00° 00' 00" W
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37	1-37	1-38	100.00	N 00° 00' 00" W
38	1-38	1-39	100.00	N 00° 00' 00" W
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42	1-42	1-43	100.00	N 00° 00' 00" W
43	1-43	1-44	100.00	N 00° 00' 00" W
44	1-44	1-45	100.00	N 00° 00' 00" W
45	1-45	1-46	100.00	N 00° 00' 00" W
46	1-46	1-47	100.00	N 00° 00' 00" W
47	1-47	1-48	100.00	N 00° 00' 00" W
48	1-48	1-49	100.00	N 00° 00' 00" W
49	1-49	1-50	100.00	N 00° 00' 00" W
50	1-50	1-51	100.00	N 00° 00' 00" W
51	1-51	1-52	100.00	N 00° 00' 00" W
52	1-52	1-53	100.00	N 00° 00' 00" W
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56	1-56	1-57	100.00	N 00° 00' 00" W
57	1-57	1-58	100.00	N 00° 00' 00" W
58	1-58	1-59	100.00	N 00° 00' 00" W
59	1-59	1-60	100.00	N 00° 00' 00" W
60	1-60	1-61	100.00	N 00° 00' 00" W
61	1-61	1-62	100.00	N 00° 00' 00" W
62	1-62	1-63	100.00	N 00° 00' 00" W
63	1-63	1-64	100.00	N 00° 00' 00" W
64	1-64	1-65	100.00	N 00° 00' 00" W
65	1-65	1-66	100.00	N 00° 00' 00" W
66	1-66	1-67	100.00	N 00° 00' 00" W
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69	1-69	1-70	100.00	N 00° 00' 00" W
70	1-70	1-71	100.00	N 00° 00' 00" W
71	1-71	1-72	100.00	N 00° 00' 00" W
72	1-72	1-73	100.00	N 00° 00' 00" W
73	1-73	1-74	100.00	N 00° 00' 00" W
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76	1-76	1-77	100.00	N 00° 00' 00" W
77	1-77	1-78	100.00	N 00° 00' 00" W
78	1-78	1-79	100.00	N 00° 00' 00" W
79	1-79	1-80	100.00	N 00° 00' 00" W
80	1-80	1-81	100.00	N 00° 00' 00" W
81	1-81	1-82	100.00	N 00° 00' 00" W
82	1-82	1-83	100.00	N 00° 00' 00" W
83	1-83	1-84	100.00	N 00° 00' 00" W
84	1-84	1-85	100.00	N 00° 00' 00" W
85	1-85	1-86	100.00	N 00° 00' 00" W
86	1-86	1-87	100.00	N 00° 00' 00" W
87	1-87	1-88	100.00	N 00° 00' 00" W
88	1-88	1-89	100.00	N 00° 00' 00" W
89	1-89	1-90	100.00	N 00° 00' 00" W
90	1-90	1-91	100.00	N 00° 00' 00" W
91	1-91	1-92	100.00	N 00° 00' 00" W
92	1-92	1-93	100.00	N 00° 00' 00" W
93	1-93	1-94	100.00	N 00° 00' 00" W
94	1-94	1-95	100.00	N 00° 00' 00" W
95	1-95	1-96	100.00	N 00° 00' 00" W
96	1-96	1-97	100.00	N 00° 00' 00" W
97	1-97	1-98	100.00	N 00° 00' 00" W
98	1-98	1-99	100.00	N 00° 00' 00" W
99	1-99	1-100	100.00	N 00° 00' 00" W

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC LENGTH
1+00.00	N 00° 00' 00" W	100.00	100.00
1+100.00	N 00° 00' 00" W	100.00	100.00
1+200.00	N 00° 00' 00" W	100.00	100.00
1+300.00	N 00° 00' 00" W	100.00	100.00
1+400.00	N 00° 00' 00" W	100.00	100.00
1+500.00	N 00° 00' 00" W	100.00	100.00
1+600.00	N 00° 00' 00" W	100.00	100.00
1+700.00	N 00° 00' 00" W	100.00	100.00
1+800.00	N 00° 00' 00" W	100.00	100.00
1+900.00	N 00° 00' 00" W	100.00	100.00
2+000.00	N 00° 00' 00" W	100.00	100.00

CERTIFICATE OF APPROVAL BY THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION

THE ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION APPROVES THIS PLAT FOR THE CITY OF ANCHORAGE RECORDS & MAPPING DIVISION ON 12/11/93.

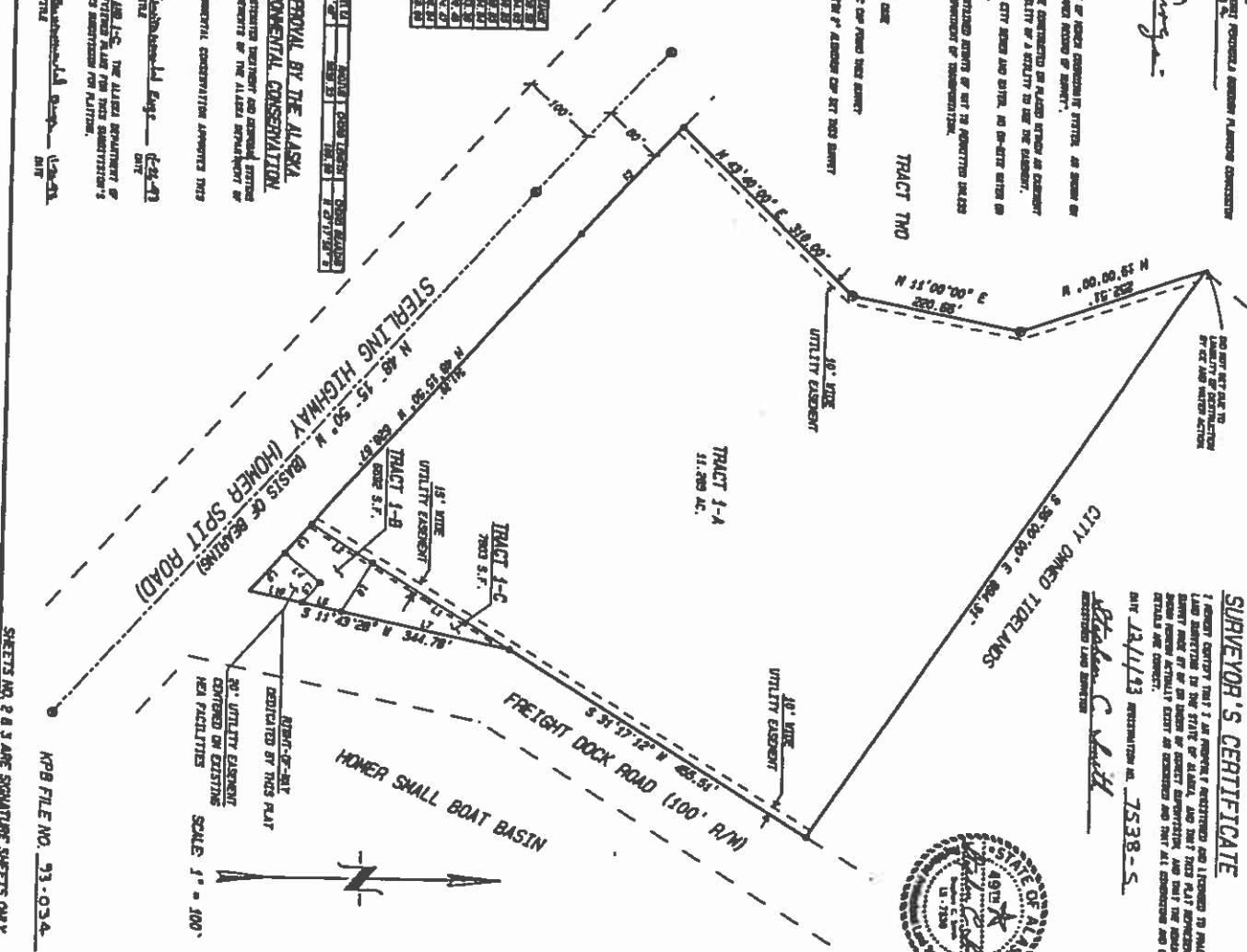
APPROVED: *[Signature]*
 ENVIRONMENTAL CONSERVATION DIVISION
 1100 W. 4TH AVENUE, SUITE 1000
 ANCHORAGE, ALASKA 99501

APPROVED: *[Signature]*
 CITY ENGINEER
 1100 W. 4TH AVENUE, SUITE 1000
 ANCHORAGE, ALASKA 99501

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A LICENSED SURVEYOR AND LICENSED TO PRACTICE SURVEYING IN THE STATE OF ALASKA, AND THAT THIS PLAT REPRESENTS A CORRECT AND ACCURATE SURVEY OF THE PROPERTY DESCRIBED HEREIN, AND THAT THE BOUNDARIES SHOWN THEREON ARE CORRECT AND THAT ALL CONSTRUCTION AND OTHER DETAILS ARE CORRECT.

DATE: 12/11/93
 REGISTRATION NO. 7538-S
[Signature]
 REGISTERED LAND SURVEYOR



SHEETS NO. 2 & 3 ARE SQUARE SHEETS ONLY

HERNON RECORDING DISTRICT

THE FISHIN' HOLE NO. 2

A REPLAT OF TRACT ONE, THE FISHIN' HOLE ACCORDING TO PLAT NO. 92-38, HRD LOCATED WITHIN THE SE1/4 S.35, T8S, R13W, SEWARD MERIDIAN, ALASKA AND WITHIN THE CITY OF HOMER CONTAINING 11.667 ACRES

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

DATE: 4/12/93
 SCALE: 1" = 100'
 SHEET #1 OF 3

FOR: **RECORDED**

[Signature]
 ALBERTA

NOTARY'S ACKNOWLEDGEMENT

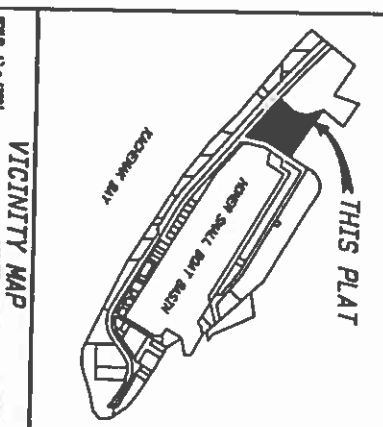
I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY ABOVE AND HAVE READ AND UNDERSTAND THE CONTENTS OF THIS PLAT OF SURVEY AND AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF ANCHORAGE RECORDS & MAPPING DIVISION.

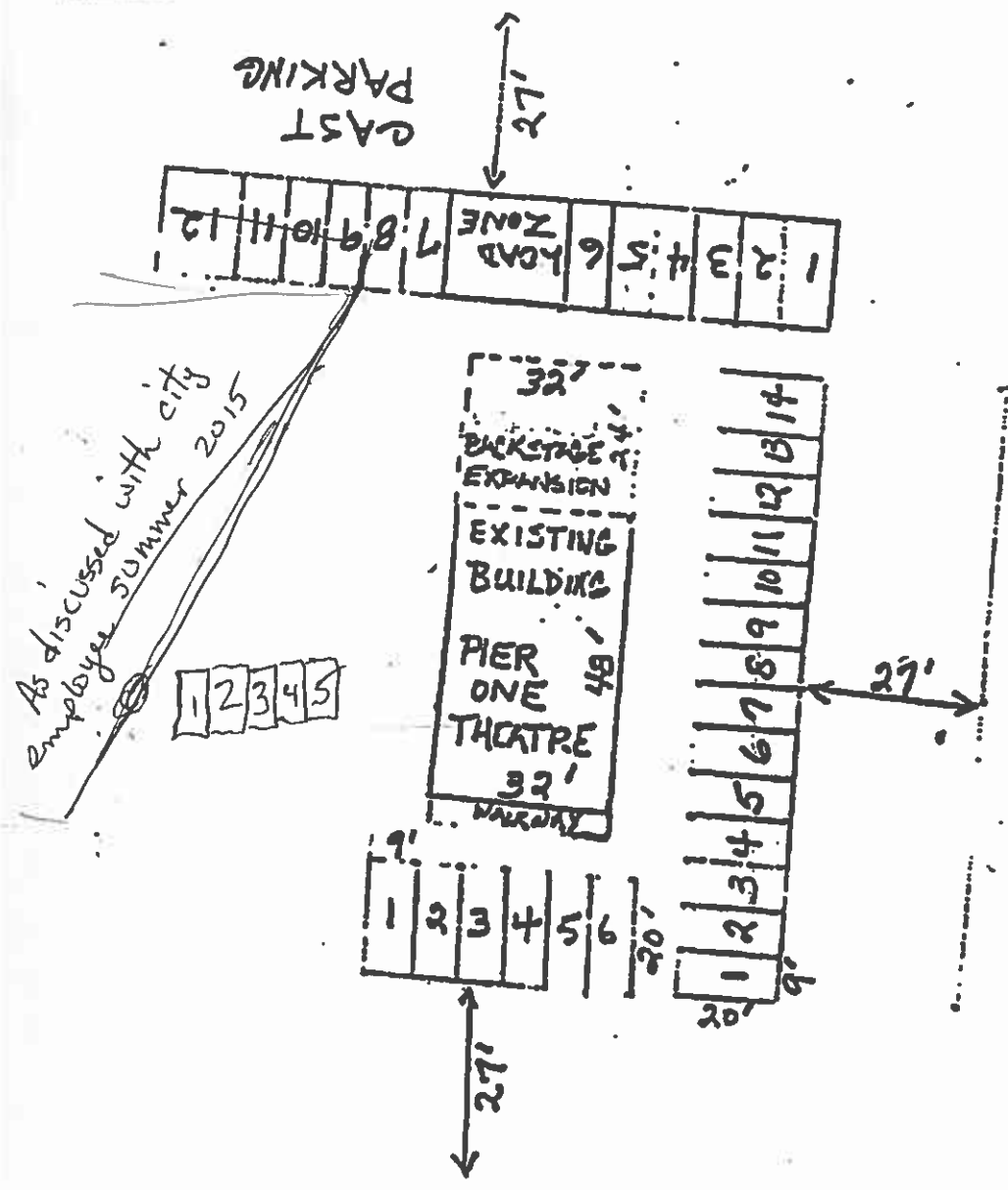
DATE: 12/11/93
 CITY OF HOMER

CERTIFICATE OF OWNERSHIP

I HEREBY CERTIFY THAT I AM THE OWNER OF THE REAL PROPERTY ABOVE AND HAVE READ AND UNDERSTAND THE CONTENTS OF THIS PLAT OF SURVEY AND AM NOT PROVIDING ANY OTHER INFORMATION TO THE CITY OF ANCHORAGE RECORDS & MAPPING DIVISION.

DATE: 12/11/93
 CITY OF HOMER





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

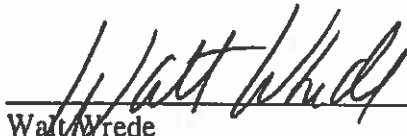
Lessee: Pier One Theatre, Inc.
P.O. Box 894
Homer, Alaska 99603

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.

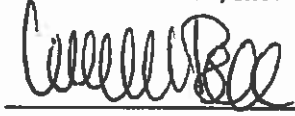
IN WITNESS WHEREOF, the parties hereto have hereunto set their hand, this 1st day May, 2012.

Lessor: CITY OF HOMER



Walt Wrede
Homer City Manager

Lessee: Pier One Theatre, Inc.



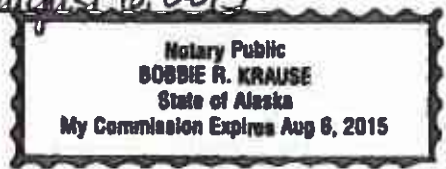
William H. Bell, President Board of Trustees

State of Alaska)
)ss
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

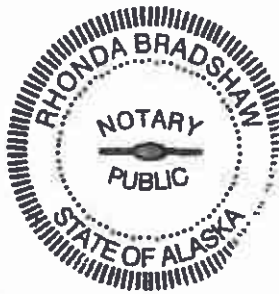


State of Alaska)
)ss
Third Judicial District)

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 HDLOER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY DR 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 HOLOER.

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 509 STERLING HWY, STE 201 HOMER, ALASKA 99603		CONTACT NAME: PHONE (A/C No. Ex): 907-235-3881 FAX (A/C. No.): 907-235-3882 E-MAIL ADDRESS:	
INSURED PIER ONE THEATRE INC PO BOX 894 HOMER, AK 99603		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREAT DIVIDE INSURANCE CO	NAME # 125
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 10,888 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.

INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	GC967188	3/23/2018	3/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CDM/OP AGG \$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> Hired AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in AK) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A			WC STATUTORY LIMITS | OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, if more space is required)

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 
---	--

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

ARTICLES OF INCORPORATION

DATED at Homer, Alaska this 23rd day of April, 1974.

Lance Petersen

Richard M. Dixon

Barbara L. Petersen

STATE OF ALASKA)
Third Judicial District) ss.

I, Carl M. Suban, 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.

Carl M. Suban

Notary Public in and for Alaska

My commiecion 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 deems 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 ~~July~~^{January} 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: akbearwrestler@gmail.com; Laura Norton (wilburnorton@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 Theatre.

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

37 WHEREAS, The City Manager and the Port and Harbor Advisory Commission
38 recommend to City Council that a new 20-year lease with two, five-year options be awarded
39 to Cooke Aquaculture, Inc., dba Icicle Seafoods for Lot 41 for the purpose of operating a fish
40 processing business without the parcel being advertised through the Request for Proposals
41 process.

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43 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves that
44 the City of Homer enter into a new, 20 year-term lease with two 5-year options to renew with
45 Cooke Aquaculture, Inc., dba Icicle Seafoods for Lot 41, HOMER SPIT SUB AMENDED ADL
46 18009, with a base rent of \$35,070.00 per year, and authorizing the City Manager to move
47 forward with lease negotiations and execute the appropriate documents.

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

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52 CITY OF HOMER

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56 _____
BRYAN ZAK, MAYOR

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58 ATTEST:

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61 _____

62 JO JOHNSON, MMC, CITY CLERK

63

64 Fiscal Note: Base lease will be \$35,070.00 annually, and is adjusted annually to keep pace

65 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

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 LEASES FOR ICICLE SEAFOOD & USCG

ICICLE SEAFOODS, INC., now owned by COOKE AQUACULTURE, INC.

In May 2016 the City became aware of the sale of Icicle Seafoods, Inc. to Cooke Aquaculture, Inc. The City has had a long and collaborative relationship with Icicle, which has operated in the City in some capacity since the construction of Homer's Harbor in the 1970's. The City Attorneys reached out to the new company to explain how a change in ownership affects the lease Icicle has with the City. While the City looks forward to forging a new relationship with Cooke Aquaculture, the City denied an assignment of Icicle's current lease to Aquaculture. The City has adopted a strong policy against providing discounts on port and harbor services and cannot consent to an assignment that perpetuates lower rates for any one lessee. The City Attorney provided a current boilerplate lease to Cooke Aquaculture as the basis for a new long-term lease.

Over the course of the summer, the City Attorney has been working with City Staff and Cooke Aquaculture in preparing a draft lease. As part of the lease procedure, the proposal must 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 a new lease with Cooke Aquaculture, dba Icicle Seafoods, be approved. Cooke Aquaculture has provided sufficient information to the City to show that it's a viable company and they agree to the City's terms and conditions. Below are some highlighted details of the draft lease:

- **2.01 Lease of Property:** Lot 41, KPB 181-034-19, consists of 64,944 square feet.
- **3.01 Lease Term:** New term is a 20-year lease, with two 5-year extensions to begin October 1, 2016 and expire September 30, 2046 with no options remaining.
- **4.01 Base Rent:** As per a recent appraisal from October 13, 2016, the annual base rent will be no more than \$35,070.00. Rent will be subject to annual CPI increases and 5-year appraisals.
- **4.05 Tenant to Pay for City Services:** As is standard with all Homer Spit leases, Cooke Aquaculture shall pay for all services provided by the Port and Harbor, including but not limited to wharfage, crane use, and ice.
- **4.08 Outfall Line Connection Agreement:** Cooke Aquaculture is not required to have access to the outfall line due to the City's Fish Grinder Facility having limited outfall line connections. They will be required to bring their fish waste by tote to the facility where it will be properly disposed of per the City's general permit.

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-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; and

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

Attached: Resolution 16-xxx Awarding Icicle Seafoods 20-year Lease for Lot 41
Resolution 16-xxx Awarding USCG 10-year Lease for Lot 2 & Moorage Support

Fiscal Note: Icicle Seafoods Annual Base Rent will be \$35,070.00
USCG Annual Base Rent will be \$17,058.60
Rates for both leases are adjusted annually per the Consumer Price Index

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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

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