



AGENDA

City Council Regular Meeting

Monday, February 27, 2023 at 6:00 PM

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

Homer City Hall

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

Zoom Webinar ID: 205 093 973 Password: 610853

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

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE, 6:00 PM**
2. **AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual)
3. **MAYORAL PROCLAMATIONS AND RECOGNITIONS**
4. **PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA** (The public may comment for three minutes on agenda items not schedule for public hearing.)
5. **RECONSIDERATION**
6. **CONSENT AGENDA** (Items listed below will be enacted by one motion. If separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Council Member.)
 - 6.A. Liquor License Renewal for Mermaid Café and Don Jose's; and Liquor License Transfers for Kharacters and Fresh Catch Café **Page 5 - 63**
[Agenda Item Report CC-23-054](#)
 - 6.B. Marijuana Retail and Product Manufacturing License Renewals for Cosmic Cannabis Company and Cosmic SeaWeed LLC **Page 64 - 115**
[Agenda Item Report CC-23-055](#)
 - 6.C. Reappointment of Robert Archibald as Homer's Representative to the Prince William Sound Regional Citizens Advisory Council (PWSRCAC) **Page 116 - 118**
[Agenda Item Report CC-23-056](#)
 - 6.D. Ordinance 23-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget By Appropriating \$25,000 from the Port Reserves for the Purpose of Purchasing Parking Signage and Mobile Parking Delineation Barriers to Be Used in the Port's Summer of 2023 Parking Improvements Plan. City Manager/Port Director. **Page 119 - 128**
[Agenda Item Report CC-23-057](#)

- 6.E. Resolution 23-016, A Resolution of the City Council of Homer, Alaska Awarding a Contract to South Central Construction, Inc. of Anchorage, Alaska in the amount of \$822,844 for the E. Bunnell/Charles Way Water and Sewer Main Extension Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. **Page 129 - 131**
[Agenda Item Report CC-23-058](#)
- 6.F. Resolution 23-017, A Resolution of the City Council of Homer, Alaska Approving a Contract with Agnew Beck Consulting of Anchorage, Alaska for an Amount not to Exceed \$650,000 for the Purpose of Developing a New Comprehensive Plan and a Complete Update of the Title 21 Zoning and Planning Code and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. **Page 132 - 153**
[Agenda Item Report CC-23-059](#)
- 6.G. Resolution 23-018, A Resolution of the City Council of Homer, Alaska Authorizing a Task Order to HDR Engineering in an Amount Not to Exceed \$63,070 for Grant Writing Services for a FY2023 Federal Port Infrastructure Development Program (PIDP) Grant to Support Replacing Float Systems in Homer’s Small Boat Harbor and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. **Page 154 - 162**
[Agenda Item Report CC-23-060](#)
- 6.H. Resolution 23-019, A Resolution of the City Council of Homer, Alaska Relinquishing its Privilege to Appoint a Community Representative to the Board of Directors of the Cook Inlet Aquaculture Association. Mayor. **Page 163 - 165**
[Agenda Item Report CC-23-061](#)
- 6.I. Resolution 23-020, A Resolution of the City Council of Homer, Alaska Approving a Five Year Land Lease Extension with the State Of Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Homer Airport Terminal Building and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. **Page 166 - 190**
[Agenda Item Report CC-23-062](#)

7. VISITORS

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

- 8.A. Work Session Report
- 8.B. Committee of the Whole
- 8.C. Mayor's Report
- 8.D. Borough Report

- 8.E. Planning Commission **Page 191 - 193**
[HPC Report Feb 15 2023](#)
- 8.F. Parks, Art, Recreation & Culture Advisory Commission
- 8.G. Library Advisory Board
- 8.H. Port & Harbor Advisory Commission
- 8.I. Lunch with a Council Member – Council Member Venuti
- 8.J. Economic Development Advisory Commission

9. PUBLIC HEARING(S)

- 9.A. Ordinance 23-08, An Ordinance of the City Council of Homer, Alaska **Page 194 - 206**
Amending Homer City Code Section 21.20, Town Center District. Planning Commission.
[Agenda Item Report CC-23-047](#)
- 9.B. Ordinance 23-09, An Ordinance of the City Council of Homer, Alaska **Page 207 - 212**
Amending the FY23 Capital Budget by Appropriating \$40,000 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of an Arctic Shark Ice Removal Attachment and Authorizing a Sole Source Purchase from Ultramech, LLC. City Manager/Public Works Director.
[Agenda Item Report CC-23-048](#)
- 9.C. Ordinance 23-10, An Ordinance of the City Council of Homer, Alaska **Page 213 - 222**
Amending the FY23 Capital Budget by Authorizing an Expenditure of \$482,412 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Provide Interim Financing to Complete the East Bunnell Ave./Charles Way Water and Sewer Improvement Projects. City Manager/Public Works Director.
[Agenda Item Report CC-23-049](#)
- 9.D. Ordinance 23-11, An Ordinance of the City Council of Homer, Alaska **Page 223 - 231**
Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$650,00 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Developing a New Comprehensive Plan and a Complete Title 21 Zoning and Planning Code for the City of Homer. City Manager.
[Agenda Item Report CC-23-050](#)
[Written Testimony](#)
[Port & Harbor Commission Memo in Support of Ord 23-11](#)
- 9.E. Ordinance 23-12, An Ordinance of the City Council of Homer, Alaska **Page 232 - 267**
Amending the FY23 Capital Budget by Appropriating \$63,070 from the Port Reserves Fund for Professional and Technical Assistance to Support Submission of a Port Infrastructure Development Program

Grant Application for the Purpose of Float Replacement in the Small Boat Harbor. City Manager/Port Director.

[Agenda Item Report CC-23-051](#)

- 9.F. Ordinance 23-13, An Ordinance of the City Council of Homer, Alaska **Page 268 - 309**
Updating the Assessment Owed from Lot 10-A-3, Bunnell's Subdivision No. 17 Replat, KPB Tax Parcel No. 175-133-52 and Amending the FY23 Capital Budget by Appropriating \$15,432.52 from the Homer Accelerated Roads and Trails (HART) Roads Fund to Pay the Remainder of this Assessment. Lord.

[Agenda Item Report CC-23-052](#)

10. ORDINANCE(S)

11. CITY MANAGER'S REPORT

- 11.A. City Manager's Report **Page 310 - 322**
[CM Report for February 27, 2023 Council Meeting](#)

12. PENDING BUSINESS

- 12.A. Resolution 23-010, A Resolution of the City Council of Homer, Alaska **Page 323 - 336**
Awarding a Contract to HTRW, LLC of Anchorage, Alaska in the Amount of \$45,000 to Test for PCB's at the Homer Education and Recreation Complex (HERC) Buildings and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

[Agenda Item Report CC-23-053](#)

13. NEW BUSINESS

14. RESOLUTIONS

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

16. COMMENTS OF THE CITY ATTORNEY

17. COMMENTS OF THE CITY CLERK

18. COMMENTS OF THE CITY MANAGER

19. COMMENTS OF THE MAYOR

20. COMMENTS OF THE CITY COUNCIL

21. ADJOURNMENT Next Regular Meeting is Monday, March 13, 2023 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.



AGENDA ITEM REPORT

Liquor License Renewal for Mermaid Café and Don Jose's; and Liquor License Transfers for Kharacters and Fresh Catch Café

Item Type: Action Memorandum
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Rachel Tussey, CMC, Deputy City Clerk II

Summary Statement:

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

License #: 4728
DBA Name: Mermaid Cafe
Service Location: 3487 Main Street, Homer, AK 99603
Licensee: Andrew & Sally Wills
Contact Person: Doug Johnson

License Type: Beverage Dispensary
License #: 2252
DBA Name: Don Jose's Mexican Restaurant
Service Location: 127 W. Pioneer Ave., Homer, AK 99603
Licensee: Don Jose's, LLC
Contact Person: Jose Ramos

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

License Type: Beverage Dispensary
License #: 1085
DBA Name: Kharacters
Service Location: 3851 Shelford St., Homer, AK 99603
Licensee: Wonderful, LLC
Contact Person: Rondy Matthews

License Type: Restaurant - Seasonal
License #: 4894
DBA Name: Fresh Catch Café
Service Location: 4025 Homer Spit Rd., Homer, AK 99603
Licensee: Harrison McHenry
Contact Person: Jackie Kondak

Staff Recommendation:

Voice non-objection and approval for the Liquor License Renewals and Liquor License Transfers.

Attachments:

[AMCO Application-4728 Mermaid Cafe](#)

[KPB Non-Objection Letter-4728 Mermaid Cafe](#)

[AMCO Application-2252 Don Jose's](#)

[AMCO Application-1085 Kharacters](#)

[KPB Non-Objection Letter-1085 Kharacters](#)

[AMCO Application-4894 Fresh Catch](#)

[HPD Non-Objection Memo 2/23/23](#)



February 3, 2023

City of Homer

Kenai Peninsula Borough

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

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Restaurant/Eating Place	License	4728
Licensee:	Andrew & Sally Wills		
Doing Business As:	Mermaid Cafe		

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

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

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

Sincerely,

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov

FORM CONTROL

XXXX

ISSUED
02/03/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

4728

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

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

1130

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Mermaid Café
3487 Main St

Mail Address:
Andrew & Sally Wills
PO Box 382
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

[Signature]
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

FORM CONTROL

XXXX

ISSUED
02/03/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

4728

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

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating

LICENSE FEE: \$600.00

CITY / BOROUGH: Homer
Kenai Peninsula Borough

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

[Signature]
DIRECTOR

D/B/A: Mermaid Café
3487 Main St

Mailing Address:
Andrew & Sally Wills
PO Box 382
Homer, AK 99603

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

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

Section 1 - Establishment Contact Information

Licensee (Owner):	Andrew & Sally Wills	License #:	4728
License Type:	Restaurant/Eating Place		
Doing Business As:	Mermaid Café		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:			

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

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

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

Contact Licensee:	Andrew Wills	Contact Phone:	907-399-4338
Contact Email:	books@ak.ms		

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

Name of Contact:		Contact Phone:	
Contact Email:			

Section 3 - for Package Stores ONLY: Written Order Information

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

YES NO



Section 4 – Ownership Structure Certification

YES NO

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

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

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

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

Section 5 – License Operation

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

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

2021 2022

Grid of checkboxes for years 2021 and 2022 corresponding to the license operation options.

Section 6 - Violations and Convictions

YES NO

Have ANY Notices of Violation been issued for this license?

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

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

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

Section 7 – Certifications

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

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



DEC 01 2022



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

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

Andrew M. Wills

Signature of licensee

Andrew M. Wills

Printed name of licensee

Rayce Johnson

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 09/06/2023



Subscribed and sworn to before me this 29th day of November, 2022.

Restaurant and Eating Place applications must include a completed AB-33: Restaurant Receipts Affidavit

Recreational Site applications must include a completed AB-36: Recreational Site Statement

Tourism applications must include a completed AB-37: Tourism Statement

Wholesale applications must include a completed AB-25: Supplier Certification

Common Carrier applications must include a current safety inspection certificate

All renewal and supplemental forms are available online:

<https://www.commerce.alaska.gov/web/amco/AlcoholLicenseApplication.aspx>

FOR OFFICE USE ONLY

License Fee:	\$ <u>600</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ <u>900</u>

AMCO

#100501373

DEC 01 2022

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

MERMAID CAFE & B & B

PO BOX 382, HOMER, AK 99603

owned by

ANDREW M WILLS

is licensed by the department to conduct business for the period

November 29, 2022 to December 31, 2024

for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Sande
Commissioner

License Detail

LICENSE DETAILS

Page 9 of 59

License #: 305857[Print Business License](#)**Business Name:** MERMAID CAFE & B & B**Status:** Active**Issue Date:** 06/22/2004**Expiration Date:** 12/31/2024**Mailing Address:** PO BOX 382
HOMER, AK 99603**Physical Address:** 3487 MAIN STREET
HOMER, AK 99603

Owners

ANDREW M WILLS

Activities

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

Endorsements

No Endorsements Found

License Lapse(s)

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

Start Date	End Date
1/1/2020	1/1/2020

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



Office of the Borough Clerk

Page 10 of 59

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

Michele Turner, CMC
Acting Borough Clerk

2/14/2023

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

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant : Wills, Andrew & Sally
Business Name : Mermaid Café
License Type : Restaurant/Eating Places - Public Convenience
License Location : 3487 Main St., City of Homer
License No. : 4728
Application Type : License Renewal

Dear Ms. Jacobsen,

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

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

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: books@ak.net;

<mailto:amco.localgovernmentonly@alaska.gov>

MT/jr



February 16, 2023

City of Homer

Kenai Peninsula Borough

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

Re: Notice of 2023/2024 Liquor License Renewal Application

License Type:	Beverage Dispensary	License	2252
Licensee:	Don Jose's, LLC		
Doing Business As:	Don Jose's Mexican Restaurant		

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

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

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

Sincerely,

Joan Wilson, Director

amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER Page 12 of 59

FORM CONTROL

XXXX

ISSUED
02/16/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

2252

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

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Don Jose's Mexican Restau
127 W Pioneer Ave. Homer

Mail Address:
Don Jose's, LLC
127 W Pioneer Ave
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

[Signature]
DIRECTOR

04-900 (REV 10/20/22)

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED
02/16/2023
ABC BOARD

LIQUOR LICENSE
2023 - 2024
TEMPORARY

2252

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

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2025 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer
Kenai Peninsula Borough

D/B/A: Don Jose's Mexican Restaurant
127 W Pioneer Ave. Homer

Mailing Address:
Don Jose's, LLC
127 W Pioneer Ave
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

[Signature]
DIRECTOR

THIS LICENSE MUST BE POSTED IN A VISIBLE PLACE ON THE PREMISES

04-900 (REV 5/9/22)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2023/2024 General Renewal Application

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

Section 1 - Establishment Contact Information

Licensee (Owner):	Don Jose's, LLC	License #:	2252
License Type:	Beverage Dispensary		
Doing Business As:	Don Jose's Mexican Restaurant		
Local Governing Body:	Homer, Kenai Peninsula Borough		
Community Council:			

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

Mailing Address:					
City:		State:		ZIP:	

Section 2 - Licensee Contact Information

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

Contact Licensee:	JOSE RAMOS	Contact Phone:	907-229-7196
Contact Email:	salmonalaska@yahoo.com		

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

Name of Contact:	LIZZ BARR	Contact Phone:	907-229-1106
Contact Email:	lizz.nigelquestcpa@gmail.com		

Section 3 - for Package Stores ONLY: Written Order Information

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

YES NO

AMCO

DEC 02 2022



Section 4 – Ownership Structure Certification

YES [] NO [x]

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

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

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

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

JR

Section 5 – License Operation

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

Table with 4 rows and 2 columns (2021, 2022) for license operation status. Row 1: [x] [x]; Row 2: [] []; Row 3: [] []; Row 4: [] []

Section 6 - Violations and Convictions

YES [] NO [x]

Have ANY Notices of Violation been issued for this license?

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

[] [x]

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

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

Section 7 – Certifications

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

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that in accordance with AS 04.11.450, no one other than the licensee(s)... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)...

AMCO DEC 02 2022



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

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

[Signature]
 Signature of licensee
Eric Rasmussen
 Printed name of licensee

[Signature]
 Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 9/16/24



Subscribed and sworn to before me this 30th day of November, 2022.

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

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

FOR OFFICE USE ONLY

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

#100502584

AMCO
DEC 02 2022

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	DON JOSE'S, LLC

Entity Type: Limited Liability Company

Entity #: 56813D

Status: Good Standing

AK Formed Date: 9/28/1995

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2025

Entity Mailing Address: 127 W PIONEER AVE, HOMER, AK 99603

Entity Physical Address: 2052 E NORTHERN LIGHTS BLVD, ANCHORAGE, AK 99508

Registered Agent

Agent Name: JOSE RAMOS

Registered Mailing Address: 127 PIONEER, HOMER, AK 99603

Registered Physical Address: 127 PIONEER, HOMER, AK 99603

Officials

Show Former

AK Entity #	Name	Titles	Owned
	Jose' Ramos	Member	51.00
	Maria C Ramos	Member	49.00

Filed Documents

Date Filed	Type	Filing	Certificate
10/12/1994	Biennial Report		
9/28/1995	Creation Filing		
9/28/1995	Creation Filing	Click to View	
12/16/1996	Biennial Report	Click to View	
12/31/1998	Biennial Report	Click to View	
12/14/2000	Biennial Report	Click to View	
1/03/2003	Biennial Report	Click to View	
7/20/2005	Biennial Report	Click to View	
10/15/2006	Biennial Report	Click to View	

Date Filed	Type	Filing	Certificate
4/24/2009	Biennial Report	Click to View	Page 17 of 59
3/10/2011	Biennial Report	Click to View	
11/28/2012	Biennial Report	Click to View	
10/23/2014	Biennial Report	Click to View	
12/21/2016	Biennial Report	Click to View	
10/15/2018	Biennial Report	Click to View	
12/08/2020	Biennial Report	Click to View	
12/09/2022	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

DON JOSE'S MEXICAN RESTAURANT AND CANTINA

127 W PIONEER AVE, HOMER, AK 99603

owned by

DON JOSE'S, LLC

is licensed by the department to conduct business for the period

December 30, 2022 to December 31, 2024
for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Sande
Commissioner

License Detail

LICENSE DETAILS

[Print Business License](#)

License #: 955538

Business Name: DON JOSE'S MEXICAN RESTAURANT AND CANTINA

Status: Active

Issue Date: 03/14/2011

Expiration Date: 12/31/2024

Mailing Address: 127 W PIONEER AVE
HOMER, AK 99603

Physical Address: 127 W. Pioneer
Homer, AK 99603

Owners

DON JOSE'S, LLC

Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722511 - FULL-SERVICE RESTAURANTS	

Endorsements

No Endorsements Found

License Lapse(s)

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

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Don Jose's Mexican Restaurant Kenai

127 W Pioneer Ave, Homer, AK 99603

owned by

DON JOSE'S, LLC

is licensed by the department to conduct business for the period

December 30, 2022 to December 31, 2024
for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Sande
Commissioner

License Detail

LICENSE DETAILS

[Print Business License](#)

License #: 2091778

Business Name: Don Joses Mexican Restaurant Kenai

Status: Active

Issue Date: 08/27/2019

Expiration Date: 12/31/2024

Mailing Address: 127 W Pioneer Ave
Homer, AK 99603

Physical Address: 127 W. Pioneer Ave
Homer, AK 99603

Owners

DON JOSE'S, LLC

Activities

Line of Business

72 - Accommodation and Food Services

NAICS

722511 - FULL-SERVICE RESTAURANTS

Professional License #

Endorsements

No Endorsements Found

License Lapse(s)

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

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)



February 8, 2023

City of Homer, Kenai Peninsula Borough

Via Email: mjacobsen@ci.homer.ak.us; clerk@cityofhomer-ak.gov; mjenkins@kpb.us;
ivanhooose@kpb.us; jratky@kpb.us; cjackinsky@kpb.us; maldridge@kpb.us; ncarver@kpb.us;
slopez@kpb.us; jblankenship@kpb.us; assemblyclerk@kpb.us; bcarter@kpb.us

License Type:	Beverage Dispensary	License Number:	1085
Licensee:	Wonderful LLC		
Doing Business As:	Kharacters		
Premises Address	3851 Shelford St		

- New Application
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 – Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Wonderful LLC		License #:	1085	
License Type:	Beusnags Dispensary		Statutory Reference:	64.11.090	
Doing Business As:	Kharactus				
Premises Address:	3851 Shelford St				
City:	Homer	State:	AK	ZIP:	99603
Local Governing Body:	City of Homer AK, Kenai Peninsula Borough				

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY

Complete Date:	2-8, 2023	Transaction #:	100494020
Board Meeting Date:	3/6-7/2023	License Years:	
Issue Date:		Examiner:	KRS



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	Wonderful LLC				
Doing Business As:	Khaaktias				
Premises Address:	3851 Shelford St				
City:	Homer	State:	AK	ZIP:	99603
Community Council:	City of Homer, Kenai Peninsula Borough				

Mailing Address:	3851 Shelford St				
City:	Homer	State:	AK	ZIP:	99603

Designated Licensee:	Randy Matthews				
Contact Phone:	907-299-3619	Business Phone:	907-235-1455		
Contact Email:	randyrc013@gmail.com				

Seasonal License? Yes No If "Yes", write your six-month operating period: _____

Section 3 - Premises Information

Premises to be licensed is:

an existing facility a new building a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

4 Blocks 440 yds

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.

220 yds



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 4 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

Section 5 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
 If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Randy Matthews				
Title(s):	President	Phone:	907-259-3519	% Owned:	100
Address:	40351 Benchmark Rd				
City:	Homer	State:	AK	ZIP:	99603



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Entity Official:	Lori J. Schultz				
Title(s):	Sec	Phone:	907-299-4481	% Owned:	<input checked="" type="checkbox"/>
Address:	40351 Beermack Rd				
City:	Homer	State:	AK	ZIP:	99603

Entity Official:					
Title(s):		Phone:		% Owned:	<input type="checkbox"/>
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	<input type="checkbox"/>
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10005047	AK Formed Date:	5/11/2012	Home State:	AK
Registered Agent:	Randy Matthews	Agent's Phone:	907-299-3519		
Agent's Mailing Address:	P.O. Box 15313 Fritz Creek AK 99603				
City:	Fritz Creek	State:	AK	ZIP:	99603

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?

AMCO
 NOV 16 2022



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Section 6 – Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Section 7 – Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

AMCO

NOV 18 2022



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a controlling interest of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Signature of transferor

Randy Matthews

Printed name of transferor

Subscribed and sworn to before me this 14th day of NOVEMBER, 20 22.

Signature of Notary Public

State of Alaska
NOTARY PUBLIC
Adam Stover
My Commission Expires Mar 6, 2024

Notary Public in and for the State of ALASKA

My commission expires: MARCH 6th 2024

Signature of transferor

Kelly E. Matthews

Printed name of transferor

Subscribed and sworn to before me this 14th day of NOVEMBER, 20 22.

Signature of Notary Public

State of Alaska
NOTARY PUBLIC
Adam Stover
My Commission Expires Mar 6, 2024

Notary Public in and for the State of ALASKA

My commission expires: MARCH 6th 2024

NOV 16 2022



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

RM

I certify that all proposed licensees have been listed with the Division of Corporations.

RM

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

RM

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

RM

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

RM

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

RM

Notary Public
RAYCE JOHNSON
State of Alaska
My Commission Expires Sept. 6, 2023

[Signature]

Signature of transferee

Randy Matthews

Printed name

[Signature]

Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 09/06/2023

Subscribed and sworn to before me this 15th day of November, 2022.



Alaska Alcoholic Beverage Control Board
Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form may not be required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 – Establishment Information

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

Licensee:	Wonderful LLC	License Number:	1085
License Type:	Beverage Dispensary		
Doing Business As:	Kharacteres		
Premises Address:	3851 Shelton St		
City:	Homestead	State:	AK ZIP: 99603

AMCO

NOV 16 2023

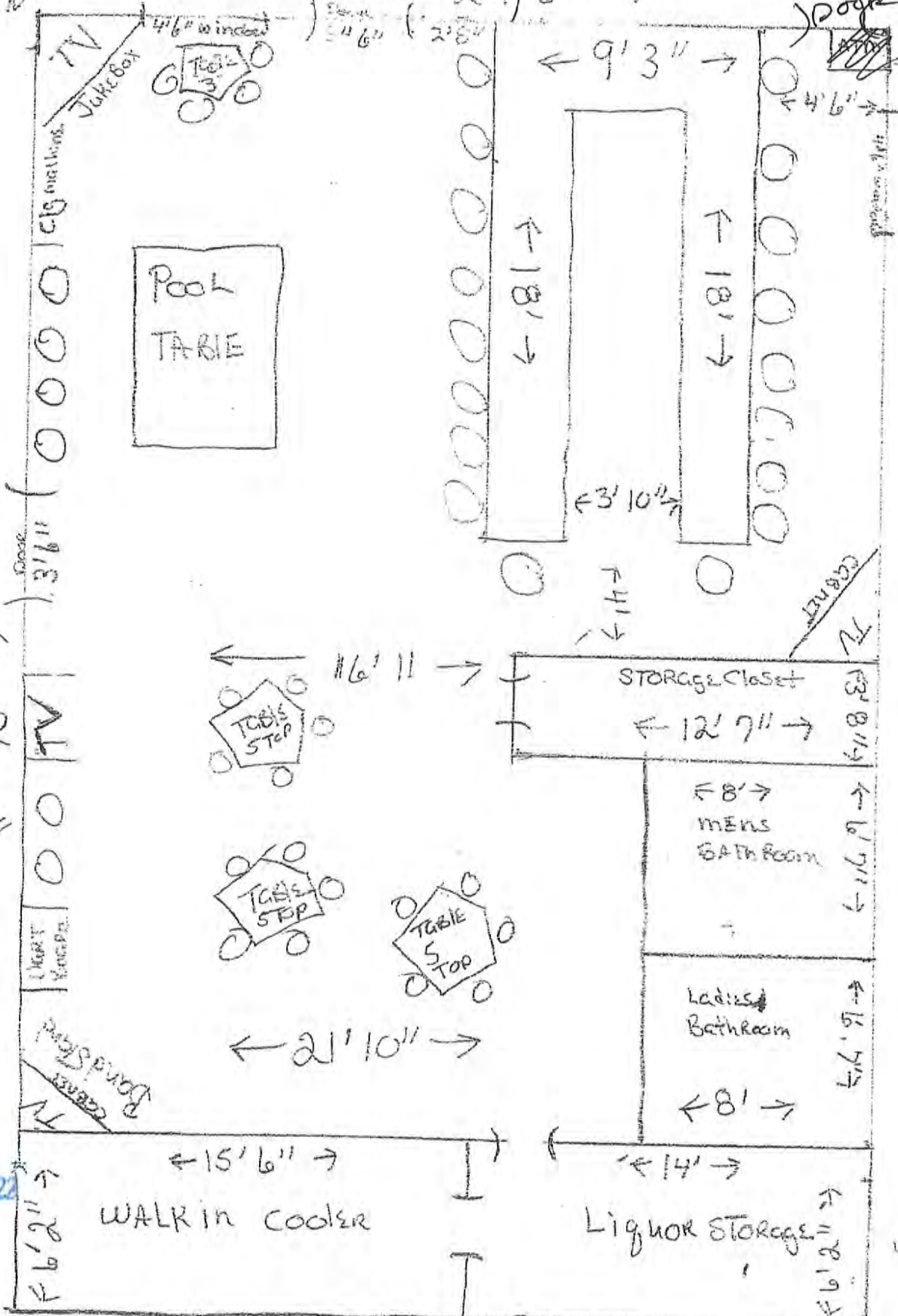
Scale 1 Square = 1 Foot

INTERIOR MEASUREMENTS
PIONEER AVE

CHARACTER DIVE
3801 SHILFOED HOME AVE



43 SEATS



AMGO
NOV 16 2022

NOV 16 2022

AMGC

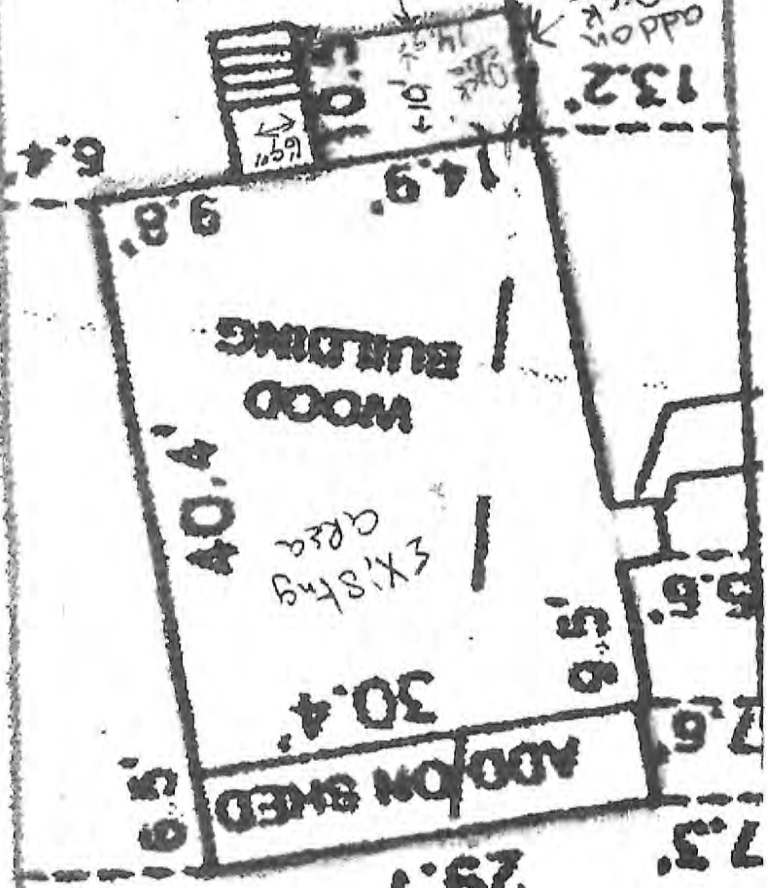
SHELFORD ST

N 08°11'30" W 203.08'

RECEIVED
CITY OF HOMER
PLANNING/ZONING
JUN 4 - 2014

LTC

ST. LOUIS APPROVED PROGRAM
STATED BY ARCHITECT
COMMUNITY DEVELOPMENT
APPROVED BY BOARD OF
APPROVED BY BOARD OF



Wanda Hill LLC
JPA Architects
3851 Shields St
Homer AK 99603
-see permit application
-see Deck

1085

Wonderful LLC DBA Kharacters

Outdoor / Indoor Serving Security Plan

- 1: All minors must be accompanied by a parent or legal guardian (age over 21) while in restricted area when any alcohol is being served/sold/ consumed.
- 2: All patrons are carded upon ordering alcohol.
- 3: All staff is trained in the identification of fake IDs.
- 4: The railing surrounding the outdoor serving area is wood and glass 6.5 FT high (see photo) it is covered with a roof and there is no outdoor entrance to that area.
- 5: Under aged persons are will be monitored closely by our professionally trained alcohol servers.
- 6: Proper egress from the outdoor service area will always remain unobstructed.
- 7: ABC mandated posters as required by law are posted inside (Kharacters) and at the entrance of the outdoor seating area.
- 8: All entrances and exits will provide clear notice that **NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA. Or the premises.**
- 9: Keeping indoor/outdoor seating area viable without any increased risk to minors exposed to alcohol will continue to be a part of our training for our staff.
- 10: All safety related operations for our current liquor service will additionally be enforced in the new service area.
- 11: Proper signage at points of entry indicating no minors without parent or legal guardian will be posted.
- 12: All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
- 13: Our top Priority continues in providing safety for all our guests regarding the service of alcoholic beverages.
- 14: Servers will be present in the outdoor area to monitor consumption.



IN THE SUPERIOR COURT FOR THE STATE OF ALASKA
THIRD JUDICIAL DISTRICT AT HOMER

In the Matter of the Dissolution of the
Marriage of:

Rondy I Matthews

Party A,

Kelly E Matthews

Party B.

CASE NO: 3HO-22-00248CI

**DECREE OF DISSOLUTION OF
MARRIAGE (WITHOUT CHILDREN)**

Upon consideration of the petition filed in this action and the testimony of the petitioner or petitioners at the hearing on 12/1/22 the court makes the following FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. The Court has jurisdiction in this action.
2. Petitioners understand fully the nature and consequences of this action.
3. The written agreements between petitioners concerning spousal maintenance and tax consequences, if any, division of property, including retirement benefits, and allocation of obligations are fair and just and constitute the entire agreement between the parties.
4. The spousal maintenance and division of property fairly allocate the economic effect of dissolution and take into consideration the factors listed in AS 25.24.160(a)(2) and (4).
5. The petitioners have made all the agreements required by AS 25.24.200(a) and each spouse entered into the agreements voluntarily and free from the coercion of another person.
6. The agreements of petitioners as outlined in the petition and any amendments thereto are incorporated as part of these findings.
7. An incompatibility of temperament has caused the irremediable breakdown of the marriage.
8. There are no children of the marriage, and neither party is pregnant.

THEREFORE, IT IS ORDERED:

A final judgment of dissolution of marriage is hereby granted.
Petitioners shall perform their agreements as incorporated in the findings.

- Party A's name is: Rondy I Matthews and it is:
 - restored to: Rondy I Bossell
 - changed as shown on the Judgment for Change of Name (CIV-704).
- Party B's name is: Kelly E Matthews and it is:
 - restored to: _____
 - changed as shown on the Judgment for Change of Name (CIV-704).
- Other relief: _____

I certify that this is a full,
 true and correct copy of an original
 document on file in the Alaska Trial
 Courts at Homer.
 Witness my hand and the seal of
 this Court,
12-1-2022 [Signature]
 Date U.S. District Judge/Clerk

December 1, 2022
Effective Date

[Signature]
Bride A Seifert, Superior Court Judge

Recommended for Approval.

_____, Master Date

I certify that on _____
a copy of this decree was sent to both parties.
Clerk: _____

AMCO
DEC 08 2022

Social Security Administration

Important Information

Page 38 of 59

Social Security Administration
SOCIAL SECURITY
MS 66
222 W 8TH AVE
ANCHORAGE, AK 99513-9986
Date: December 7, 2022

RONDY IREANA BOSSELL
PO BOX 15313
FRITZ CREEK, AK 99603-6313

This is a receipt to show that you applied for a Social Security card on December 7, 2022. You should have your card in about 2 weeks. Any document(s) you have submitted are being returned to you with this receipt.

If you do not receive your Social Security card within 2 weeks, please contact us and have this receipt available. To protect your privacy, we will not disclose a Social Security number over the telephone.

The Social Security Administration is required by law to limit replacement Social Security cards to three per year and ten per lifetime. Do not carry your Social Security card with you. Keep it in a safe location, not in your wallet.

Need More Help?

1. Visit www.ssa.gov for fast, simple and secure online service.
2. Call us at 1-800-772-1213, weekdays from 8:00 am to 7:00 pm. If you are deaf or hard of hearing, call TTY 1-800-325-0778. Please mention this letter when you call.
3. You may also call your local office at 866-772-3081.

SOCIAL SECURITY
MS 66
222 W 8TH AVE
ANCHORAGE, AK 99513-9986

How are we doing? Go to www.ssa.gov/feedback to tell us.

Field Office Manager

DEC 08 2022
AMCO



Office of the Borough Clerk

Page 39 of 59

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

Michele Turner, CMC
Acting Borough Clerk

2/15/2023

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

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant : Wonderful LLC
Business Name : KHARACTERS
License Type : Beverage Dispensary
License Location : 3851 Shelford Street, Homer, AK 99603, City of Homer
License No. : 1085
Application Type : Transfer of Controlling Interest

Dear Ms. Jacobsen,

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

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

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: rondyoo13@gmail.com;

<mailto:amco.localgovernmentonly@alaska.gov>

MT/jr



February 14, 2023

City of Homer, Kenai Peninsula Borough

Via Email: mjacobsen@ci.homer.ak.us; clerk@cityofhomer-ak.gov; mjenkins@kpb.us;
ivanhooose@kpb.us; jratky@kpb.us; cjackinsky@kpb.us; maldridge@kpb.us; ncarver@kpb.us;
slopez@kpb.us; jblankenship@kpb.us; assemblyclerk@kpb.us; bcarter@kpb.us

License Type:	Restaurant/Eating Place-Seasonal	License Number:	4894
Licensee:	Sake 59 LLC		
Doing Business As:	Fresh Catch Café		
Premises Address	4025 Homer Spit Rd #5		

- New Application
 Transfer of Ownership Application
 Transfer of Location Application
 Transfer of Controlling Interest Application

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

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

AS 04.11.491 – AS 04.11.509 provide that the board will deny a license application if the board finds that the license is prohibited under as a result of an election conducted under AS 04.11.507.

AS 04.11.420 provides that the board will not issue a license when a local governing body protests an application on the grounds that the applicant’s proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the alcohol establishment, unless the local government has approved a variance from the local ordinance.

Sincerely,

Joan Wilson, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Why is this form needed?

This transfer license application form is required for all individuals or entities seeking to apply for the transfer of ownership and/or location of an existing liquor license. Applicants should review Title 04 of Alaska Statutes and Chapter 304 of the Alaska Administrative Code. All fields of this form must be completed, per AS 04.11.260, AS 04.11.280, AS 04.11.290, and 3 AAC 304.105.

This form must be completed and submitted to AMCO's Anchorage office, along with all other required forms and documents, before any license application will be considered complete.

Section 1 - Transferor Information

Enter information for the *current* licensee and licensed establishment.

Licensee:	Harrison Maltenty	License #:	4894
License Type:	REPL Restaurant - Seasonal	Statutory Reference:	AS 04.11.100 AS 04.11.100
Doing Business As:	Fresh Catch Cafe		
Premises Address:	4025 Homer Spit Rd. # 20		
City:	Homer	State:	AK
		ZIP:	99603
Local Governing Body:	City of Homer / KPB		

Transfer Type:

- Regular transfer
- Transfer with security interest
- Involuntary retransfer

OFFICE USE ONLY			
Complete Date:	2/14/2023	Transaction #:	100502663
Board Meeting Date:	3/6 - 7/2023	License Years:	
Issue Date:		Examiner:	KRS



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 2 - Transferee Information

Enter information for the *new* applicant and/or location seeking to be licensed.

Licensee:	SAKE SA LLC			
Doing Business As:	FRESH CATCH CAFE			
Premises Address:	4025 Homer SPIT Rd. #5			
City:	Homer	State:	AK	ZIP: 99603
Community Council:				

Mailing Address:	4361 Calhoun Cr.			
City:	Homer	State:	AK	ZIP: 99603

Designated Licensee:	Jackie Kondak		
Contact Phone:	299-5529	Business Phone:	same
Contact Email:	j.kondak81@gmail.com		

Seasonal License? Yes No If "Yes", write your six-month operating period: 4/15 - 10/15

Section 3 - Premises Information

Premises to be licensed is:

- an existing facility
- a new building
- a proposed building

The next two questions must be completed by beverage dispensary (including tourism) and package store applicants only:

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the outer boundaries of the nearest school grounds? Include the unit of measurement in your answer.

What is the distance of the shortest pedestrian route from the public entrance of the building of your proposed premises to the public entrance of the nearest church building? Include the unit of measurement in your answer.



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 4 - Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 5.
 If more space is needed, please attach a separate sheet with the required information.
 The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:				
Address:				
City:	State:	ZIP:		

This individual is an: applicant affiliate

Name:				
Address:				
City:	State:	ZIP:		

Section 5 - Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 6.
 If more space is needed, please attach a separate sheet with the required information.

- If the applicant is a corporation, the following information must be completed for each *stockholder who owns 10% or more* of the stock in the corporation, and for each *president, vice-president, secretary, and managing officer*.
- If the applicant is a limited liability organization, the following information must be completed for each *member with an ownership interest of 10% or more*, and for each *manager*.
- If the applicant is a partnership, including a limited partnership, the following information must be completed for each *partner with an interest of 10% or more*, and for each *general partner*.

Entity Official:	Jackie Kondak			
Title(s):	Member Owner/Partner	Phone:	299-5529	% Owned: 50
Address:	4361 Calhoun Ct.			
City:	Homer	State:	AK	ZIP: 99603



Alaska Alcoholic Beverage Control Board

Form AB-01: Transfer License Application

Entity Official:	Aaron Knoll				
Title(s):	Member/Owner/Partner	Phone:	299-4207	% Owned:	50
Address:	4361 Calhoun Ct.				
City:	Homer	State:	AK	ZIP:	99603

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

Entity Official:					
Title(s):		Phone:		% Owned:	
Address:					
City:		State:		ZIP:	

This subsection must be completed by any applicant that is a corporation or LLC. Corporations and LLCs are required to be in good standing with the Alaska Division of Corporations (DOC) and have a registered agent who is an individual resident of the state of Alaska.

DOC Entity #:	10040379	AK Formed Date:	8/1/2016	Home State:	AK
Registered Agent:	Jackie Kondak	Agent's Phone:	299-5529		
Agent's Mailing Address:	4361 Calhoun Ct.				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

Is your corporation or LLC's registered agent an individual resident of the state of Alaska?



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 6 - Other Licenses

Ownership and financial interest in other alcoholic beverage businesses:

Yes No

Does any representative or owner named as a transferee in this application have any direct or indirect financial interest in any other alcoholic beverage business that does business in or is licensed in Alaska?

If "Yes", disclose which individual(s) has the financial interest, what the type of business is, and if licensed in Alaska, which license number(s) and license type(s):

Both Aaron + Jackie are current owners of Latitude 59 in Homer AK. We just got approval for license @ this business. #6082 license is Restaurant / Eating Place

Section 7 - Authorization

Communication with AMCO staff:

Yes No

Does any person other than a licensee named in this application have authority to discuss this license with AMCO staff?

If "Yes", disclose the name of the individual and the reason for this authorization:

Lindsey Walker - legal



Alaska Alcoholic Beverage Control Board
Form AB-01: Transfer License Application

Section 8 – Transferor Certifications

Additional copies of this page may be attached, as needed, for the controlling interest of the current licensee to be represented.

I declare under penalty of perjury that the undersigned represents a **controlling interest** of the current licensee. I additionally certify that I, as the current licensee (either the sole proprietor or the controlling interest of the currently licensed entity) have examined this application, approve of the transfer of this license, and find the information on this application to be true, correct, and complete.

Harrison McHarby
Signature of transferor

HARRISON McHarby
Printed name of transferor

Subscribed and sworn to before me this 30 day of Sept, 20 22.

[Signature]
Signature of Notary Public



Notary Public in and for the State of Alaska.

My commission expires: 12-12-23

Signature of transferor

Printed name of transferor

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Signature of Notary Public

Notary Public in and for the State of _____.

My commission expires: _____

AMCO Received 12/1/22



Alaska Alcoholic Beverage Control Board Form AB-01: Transfer License Application

Section 9 – Transferee Certifications

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

Initials

I certify that all proposed licensees (as defined in AS 04.11.260) and affiliates have been listed on this application.

JK

I certify that all proposed licensees have been listed with the Division of Corporations.

JK

I certify that I understand that providing a false statement on this form or any other form provided by AMCO is grounds for rejection or denial of this application or revocation of any license issued.

JK

I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check the identification of a patron will complete an approved alcohol server education course, if required by AS 04.21.025, and, while selling or serving alcoholic beverages, will carry or have available to show a current course card or a photocopy of the card certifying completion of approved alcohol server education course, if required by 3 AAC 304.465.

JK

I agree to provide all information required by the Alcoholic Beverage Control Board in support of this application.

JK

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

JK



Jackie Kundak
Signature of transferee

Jackie Kundak
Printed name

[Signature]
Signature of Notary Public

Notary Public in and for the State of Alaska

My commission expires: 12-12-23

Subscribed and sworn to before me this 30 day of Sept, 2022.



Alaska Alcoholic Beverage Control Board Form AB-02: Premises Diagram

Why is this form needed?

A detailed diagram of the proposed licensed premises is required for all liquor license applications, per AS 04.11.260 and 3 AAC 304.185. Your diagram must include dimensions and must show all entrances and boundaries of the premises, walls, bars, fixtures, and areas of storage, service, consumption, and manufacturing. If your proposed premises is located within a building or building complex that contains multiple businesses and/or tenants, please provide an additional page that clearly shows the location of your proposed premises within the building or building complex, along with the addresses and/or suite numbers of the other businesses and/or tenants within the building or building complex.

The second page of this form may not be required. Blueprints, CAD drawings, or other clearly drawn and marked diagrams may be submitted in lieu of the second page of this form. The first page must still be completed, attached to, and submitted with any supplemental diagrams. An AMCO employee may require you to complete the second page of this form if additional documentation for your premises diagram is needed.

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

Yes No

I have attached blueprints, CAD drawings, or other supporting documents in addition to, or in lieu of, the second page of this form.

Section 1 - Establishment Information

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

Licensee:	SAKE SA LLC	License Number:	4894
License Type:	Restaurant/eating place - Seasonal		
Doing Business As:	Fresh Catch Cafe		
Premises Address:	4025 Homer Spit Rd. #5		
City:	Homer	State:	AK ZIP: 99603

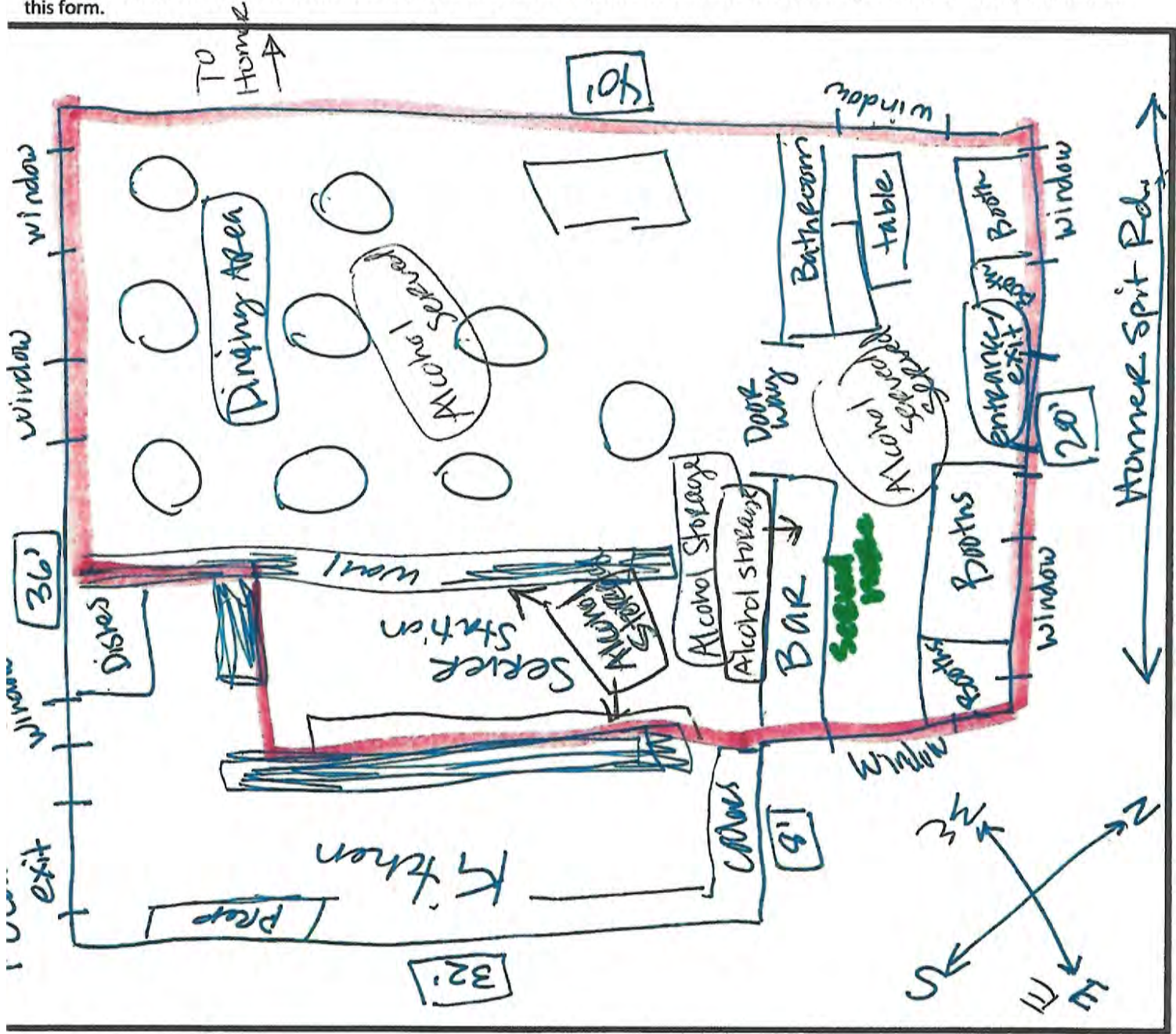


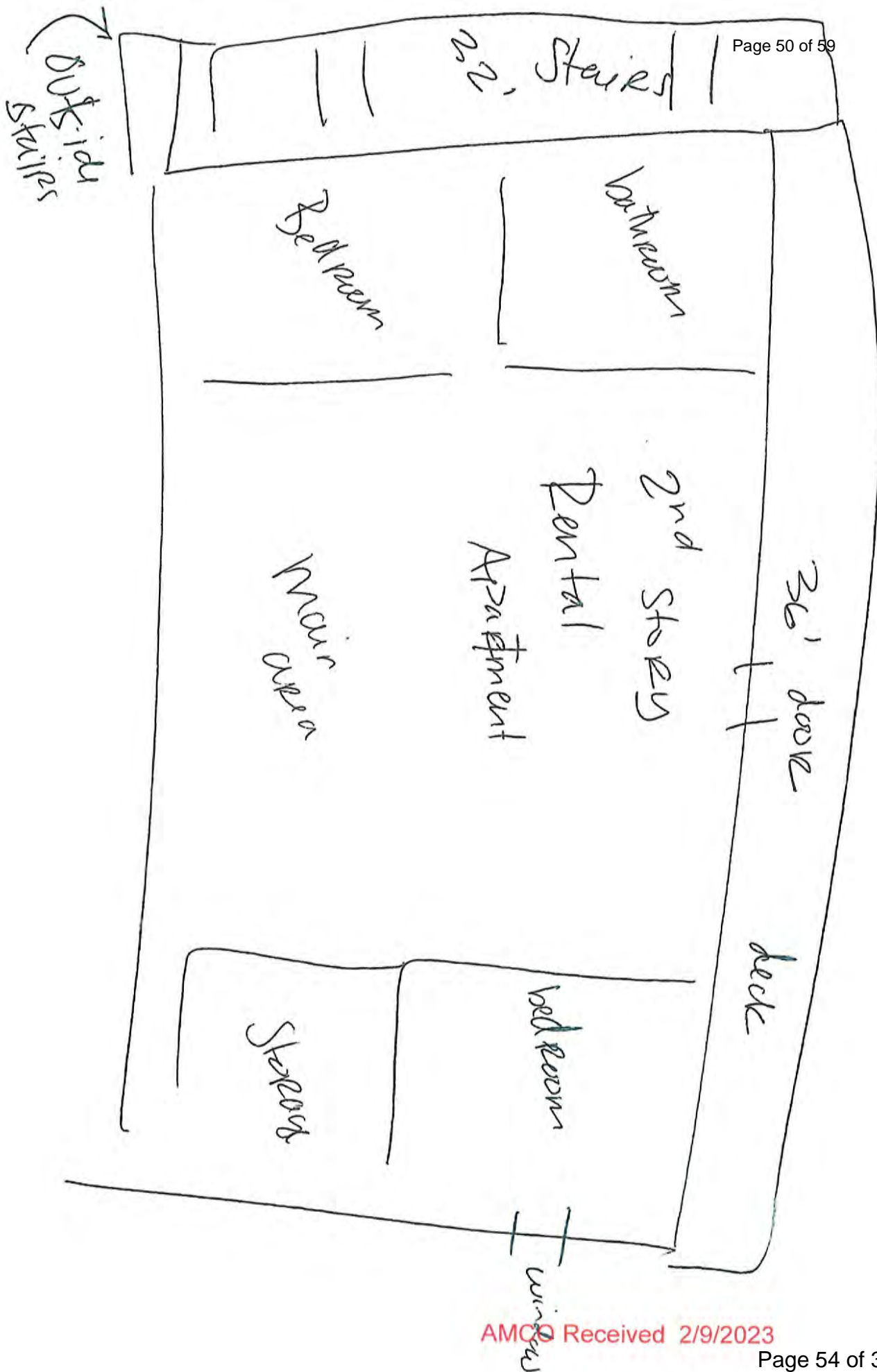
Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 - Detailed Premises Diagram

Clearly indicate the boundaries of the premises and the proposed licensed area within that property. Clearly indicate the interior layout of any enclosed areas on the proposed premises. Clearly identify all entrances and exits, walls, bars, and fixtures, and outline in red the perimeter of the areas designated for alcohol storage, service, consumption, and manufacturing. Include dimensions, cross-streets, and points of reference in your drawing. You may attach blueprints or other detailed drawings that meet the requirements of this form.







Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Why is this form needed?

A restaurant designation permit application is required for a licensee desiring designation under 3 AAC 304.715 – 3 AAC 304.795 as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049. Designation will be granted only to a holder of a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license, and only if the requirements of 3 AAC 304.305, 3 AAC 304.725, and 3 AAC 304.745, as applicable, are met. A menu or expected menu listing the meals, including entrées prepared on-site and offered to patrons, and copy of the DEC Food Service Permit (or corresponding DHHS documentation for licenses located in the Municipality of Anchorage) must accompany this form. Applicants should review AS 04.16.049 – AS 04.16.052 and 3 AAC 304.715 – 3 AAC 304.795. All fields of this form must be completed. The required \$50 permit fee may be made by credit card, check, or money order.

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	SAKE SA LLC		
License Type:	Restaurant - Seasonal	License Number:	4894
Doing Business As:	Fresh Catch Cafe		
Premises Address:	4025 FRESH HOMER SPIT RD. #5		
City:	Homer	State:	AK ZIP: 99603
Contact Name:	Jackie Kondak	Contact Phone:	299-5529

Section 2 – Type of Designation Requested

This application is for the request of designation as a bona fide restaurant, hotel, or eating place for purposes of AS 04.16.010(c) or AS 04.16.049, and for the request of the following designation(s) (check all that apply):

- 1. Dining after standard closing hours: AS 04.16.010(c)
 - 2. Dining by persons 16 – 20 years of age: AS 04.16.049(a)(2)
 - 3. Dining by persons under the age of 16 years, accompanied by a person over the age of 21: AS 04.16.049(a)(3)
 - 4. Employment for persons 16 or 17 years of age: AS 04.16.049(c)
- NOTE: Under AS 04.16.049(d), this permit is not required to employ a person 18 - 20 years of age.

OFFICE USE ONLY	
Transaction #:	Initials:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

Review AS 04.16.049(a)(2); AS 04.16.049(a)(3); AS 04.16.049(c)

List where within the premises minors are anticipated to have access in the course of either dining or employment as designated in Section 2. (Example: Minors will only be allowed in the dining area. OR Minors will only be employed and present in the Kitchen.)

Minors will be allowed in the dining area as well as employed both in the dining area and the kitchen. All minor employees will have a TAPS certified 21+ staff member supervising them and will not have access to storage

Describe the policies, practices and procedures that will be in place to ensure that minors do not gain access to alcohol while dining or employed at your premises.

- All dining and alcohol access points are in view of staff
- All consumers will be carded when ordering alcohol.
- All consumers will be served by 21+ TAPS Valid certified staff.
- Diners will be observed by staff in order to assure minors are not consuming alcohol.
- All back stock will be handled by 21+ TAPS Valid employee
- No minors will handle alcohol stocking or storage

Is an owner, manager, or assistant manager who is 21 years of age or older always present on the premises during business hours?

Yes No

Section 4 – DEC Food Service Permit

Per 3 AAC 304.910 for an establishment to qualify as a Bona Fide Restaurant, a Food Service Permit or (for licenses within the Municipality of Anchorage) corresponding Department of Health and Human Services documentation is required.

Please follow this link to the DEC Food Safety Website: <http://dec.alaska.gov/eh/fss/food/>

Please follow this link to the Municipality Food Safety Website:

<http://www.muni.org/Departments/health/Admin/environment/FSS/Pages/fssfood.aspx>

IF you are unable to certify the below statement, please discuss the matter with the AMCO office:

Initials

I have attached a copy of the current food service permit for this premises OR the plan review approval.

has been submitted

*Please note, if a plan review approval is submitted, a final permit will be required before finalization of any permit or license application.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

Enter all hours that your establishment intends to be open. Include variances in weekend/weekday hours, and indicate am/pm:

7 days a week 11am - 11pm

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

Are any forms of entertainment offered or available within the licensed business or within the proposed licensed premises?

Yes

No

If "Yes", describe the entertainment offered or available and the hours in which the entertainment may occur:

Food and beverage service offered or anticipated is:

table service

buffet service

counter service

other

If "other", describe the manner of food and beverage service offered or anticipated:



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review:

Enforcement Recommendation:

Approve

Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

AMCO Director Review:

Approved

Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

AMCO Received 12/1/22



Alaska Alcoholic Beverage Control Board
Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

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

Initials

There are tables or counters at my establishment for consuming food in a dining area on the premises.

I have included with this form a menu, or an expected menu, listing the meals to be offered to patrons. This menu includes entrées that are regularly sold and prepared by the licensee at the licensed premises.

I certify that the license for which I am requesting designation is either a beverage dispensary, club, recreational site, golf course, or restaurant or eating place license.

I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.

(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)

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

Jackie Kondak
Printed name of licensee

Signature of licensee

Local Government Review (to be completed by an appropriate local government official):

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title

Proposed Menu for Fresh Catch Cafe (Draft)

LUNCH

Burger
Fish and Chips
Chowder
Fish Sandwich
Oysters (Raw and baked)
Ceviche
Seafood Steamer pot
Ceasar Salad
Green Salad

DINNER

Appetizers:

Oysters
Ceviche
Hot goat cheese dip w/ bread
Buffalo fried cauliflower
Chowder
Seared Scallops
Seafood Steamer pot
King Crab

Salads:

Kale Ceasar
Garden Salad w/grains

Dinner:

Fish and chips
Burger
Steak
Pasta with seafood
Halibut w/sides TBD
Salmon w/ sides TBD
Vegetarian option TBD



Application for Food Establishment Permit

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

Permit ID: *121122*

Permit ID:

Section 1- GENERAL INFORMATION (All applicants complete entire section - please print).

Purpose (check one): New Information Change Extensive Remodel Change of owner/operator Reactivate

Name of Entity or Owner Responsible for Food Service: SAKE SA LLC AK Business License #

Business/Corporate Mailing Address: 4361 Calhoun Ct. City: Homer State: AK Zip: 991603

Business/Corporate Phone: (907) 249-5529 Email: j.kondak81@gmail.com

Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party: Jackie Kondak - owner Arnon Kroll - owner Fax:

Type of Entity: Individual Partnership Corporation Other:

Establishment Information

Establishment Name: Fresh Catch Cafe Physical Location: 4025 Homer SP, Rd. #5 Nearest Community: Homer

Establishment Mailing Address: 4361 Calhoun Ct. City: Homer State: AK Zip: 991603

Establishment Phone: _____ Fax: Jackie Kondak

Establishment Physical Address: 4025 Homer SP, Rd. #5 City: Homer State: AK Zip: 991603

SEATING: (Food Service Only) N/A 25 or less 25-100 > 101

TYPE OF OPERATION Please describe the type of facility you plan to open below (i.e. restaurant, bar, grocery store, etc.)

Restaurant - seasonal, dinner + lunch, table service, beer + wine

SECTION 2 - NEW OR EXTENSIVELY REMODELED FACILITIES

a. A plan review will be required if your facility has never been permitted by the Alaska's Food Safety and Sanitation Program; has not had an active permit in the last five years; will be extensively remodeled; or is a new construction. If any of these apply, a Plan Review Application is required to process your application. Have you attached the _____? Yes No N/A

SECTION 3 - COMPLETE FOR ALL FOOD ESTABLISHMENTS (Check all that apply)

a. A copy of your menu will be required. Have you attached a copy of the proposed menu? Yes No

b. Attach appropriate label, placard, or menu notation for the _____ if you serve.

Wild Mushrooms Unpasteurized juices Farmed halibut, salmon, or sablefish

Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.

c. Methods of food preparation (check the one that most closely describes the establishment):

Assembly of Ready to Eat Foods Cook and Serve

Hot or cold Service for 2 hours or more is done

Complex (Preparation 1 day or more in advance, cooling and reheating is done).

d. Style of Service: Counter Service Self Service (i.e. buffet line, salad bar) Table Service

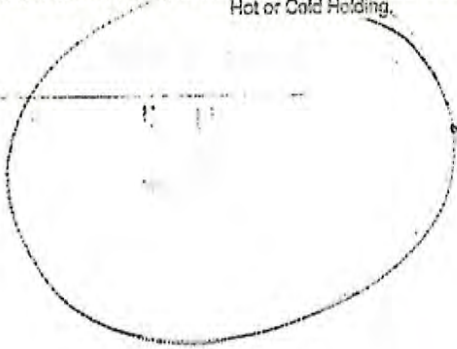
Other:

e. Do you plan to operate as a mobile Yes No

If yes, list all the equipment used to protect food from contamination and maintain product temperature during Transportation: _____

Hot or Cold Holding: _____

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



AMCO Received 12/1/22



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: FEBRUARY 23, 2023

SUBJECT: LIQUOR LICENSE RENEWAL FOR MERMAID CAFÉ AND DON JOSE'S AND LIQUOR LICENSE TRANSFERS FOR KHARACTERS AND FRESH CATCH CAFÉ – NO OBJECTION

Homer Police Department has no objection to the Alcohol and Marijuana Control Office of Liquor License Renewal Applications within the City of Homer for the following businesses:

License Type: Restaurant/Eating Place
License #: 4720
DBA Name: Mermaid Cafe
Service Location: 3487 Main Street, Homer, AK 99603
Licensee: Andrew & Sally Wills
Contact Person: Doug Johnson

License Type: Beverage Dispensary
License #: 2252
DBA Name: Don Jose's Mexican Restaurant
Service Location: 127 W. Pioneer Ave., Homer, AK 99603
Licensee: Don Jose's, LLC
Contact Person: Jose Ramos

Homer Police Department has no objection to the Alcohol and Marijuana Control Office of Liquor License Transfer Applications within the City of Homer for the following businesses:

License Type: Beverage Dispensary
License #: 1085
DBA Name: Kharacters
Service Location: 3851 Shelford St., Homer, AK 99603
Licensee: Wonderful, LLC
Contact Person: Rondy Matthews

License Type: Restaurant - Seasonal
License #: 4894
DBA Name: Fresh Catch Café
Service Location: 4025 Homer Spit Rd., Homer, AK 99603
Licensee: Harrison McHenry
Contact Person: Jackie Kondak



AGENDA ITEM REPORT

Marijuana Retail and Product Manufacturing License Renewals for Cosmic Cannabis Company and Cosmic SeaWeed LLC

Item Type: Action Memorandum
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Rachel Tussey, CMC, Deputy City Clerk II

Summary Statement:

The City Clerk's Office has been notified by the Alcohol and Marijuana Control Office of Retail Marijuana Store and Marijuana Product Manufacturing Facility Applications within the City of Homer for the following businesses:

Lic #: 21417
DBA Name: Cosmic Cannabis Company
Service Location: 261 East Bunnell Avenue, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Christina Logan
Mailing Address: 261 E. Bunnell Ave., Charles Way, Homer, AK 99603

Type: Marijuana Manufacturing Facility
Lic#: 19728
DBA Name: Cosmic SeaWeed, LLC
Service Location: 262 Charles Way, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Christina Logan
Mailing Address: 261 E. Bunnell Ave., Homer, AK 99603

Staff Recommendation:

Voice non-objection and approval for the Retail Marijuana Store and Marijuana Product Manufacturing Facility Applications.

Attachments:

[AMCO Applications-19728 & 21417 Cosmic Seaweed & Cosmic Cannabis Renewals](#)

[KPB Non-Objection Letter-19728 Cosmic SeaWeed Manufacturing](#)

[KPB Non-Objection Letter-21417 Cosmic Cannabis Retail](#)

[Planning Non-Objection-19728 Cosmic SeaWeed Manufacturing](#)

[Planning Non-Objection-21417 Cosmic Cannabis Retail](#)

[HPD Non-Objection-Cosmic Cannabis](#)



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Commerce, Community,
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE
550 West 7th Avenue, Suite 1600
Anchorage, AK 99501
Main: 907.269.0350

February 6, 2023

Homer/ Kenai Peninsula Borough

Via email: clerk@cityofhomer-ak.gov;

jblankenship@kpb.us; micheleturner@kpb.us; jratky@kpb.us; assemblyclerk@kpb.us; mjenkins@kpb.us;
maldridge@kpb.us; slopez@kpb.us; ncarver@kpb.us; jvanhoose@kpb.us; bcarter@kpb.us

19728	Marijuana Product Manufacturing Facility	COSMIC SEAWEED, LLC	Homer	Kenai Peninsula Borough
21417	Retail Marijuana Store	Cosmic Cannabis Company	Homer	Kenai Peninsula Borough

License Renewal Application (no OCE in this list) Endorsement Renewal Application

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

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

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

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

this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

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

Sincerely,

Joan M. Wilson, Director

Alaska Department of Commerce, Community, and Economic Development

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

This is to certify that

Cosmic Cannabis Company

261 East Bunnell Ave, Homer, AK 99603

owned by

Cosmic SeaWeed, LLC

is licensed by the department to conduct business for the period

January 9, 2022 to December 31, 2023
for the following line(s) of business:

42 - Trade

JUN 17 2022
AMGO



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

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

Julie Anderson
Commissioner

**AMENDED AND RESTATED OPERATING AGREEMENT
OF COSMIC SEAWEED, LLC
EFFECTIVE DATE: FEBRUARY 24, 2022**

This Amended and Restated Operating Agreement (“Operating Agreement”) of Cosmic SeaWeed, LLC (the “Company”), an Alaska limited liability company, is entered into by and among the Company and the individuals executing this Agreement as the Members.

RECITALS

Christina Logan and Chris Long executed an Operating Agreement for the Company, dated October 25, 2018 (“2018 Operating Agreement”).

The 2018 Operating Agreement, under provision XLII, allowed for its Members to amend the 2018 Operating Agreement. On July 9, 2019, the Members amended and restated the Operating Agreement (“2019 Amended and Restated Operating Agreement”).

Section 11.C. in the 2019 Amended and Restated Operating Agreement allows for the Members to amend the Operating Agreement by a writing signed by all Members and the Company.

The Members and Company desires and agree to amend and restate the Company’s Operating Agreement to modify, among other amendments, the Company from member managed to manager managed.

The Members agree to this Operating Agreement’s provisions and have executed a resolution adopting the Operating Agreement.

In consideration of the promises and covenants contained herein, the Members agree as follows.

AGREEMENT

1. ADOPTION OF STATUTORY RULES

Except to the extent provided by this Operating Agreement or the Articles of Organization, the Company is governed by the rules, procedures, and provisions set forth in the Alaska Revised Limited Liability Company Act (the “Act”), AS 10.50, and any successor statute, as amended from time to time.

2. INITIAL MEMBERS

The Company’s initial Members and each Member’s Membership Interest are set forth below:

<u>Name</u>	<u>Membership Interest</u>
Christina A. Logan	50%
Chris C. Long	50%

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Member or Members when used in the Operating Agreement means Christina A. Logan, , and Chris C. Long and any other person who executes this Operating Agreement in the future pursuant to the Operating Agreement's provisions.

3. ORGANIZATION AND PURPOSE

A. Company's Name

The Company's name is Cosmic SeaWeed, LLC.

B. Purpose

The Company is organized to own and operate marijuana-related businesses and to engage in any other lawful purpose.

C. Term.

The term of the Company will begin upon the acceptance of the Articles of Organization by the Alaska Department of Commerce and will continue until terminated pursuant to Section 9 of this Operating Agreement or the Act's mandatory provisions.

D. Registered Agent

The Company's initial registered agent is Christina A. Logan, [REDACTED]

4. MEMBERS' RIGHTS AND DUTIES

A. Management Right

The Company will be a manager managed entity. The Manager has the right to participate in the control and conduct of the Company's business, and subject to the limitations imposed by the Act and this Operating Agreement. The Manager is the agent of the Company and has authority to bind the Company in the ordinary course of its business. The Manager has the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs.

B. Manager's & Members' Liability

No Manager or Member will be liable for any debt or obligation for which the Company is liable or which is secured by Company property. The Company's failure to observe any formalities or requirements relating to the exercise of the Company's powers or management of its business or affairs under this Operating Agreement or the Act will not be grounds for imposing personal liability on any Manager or Member.

C. Indemnity

The Company will indemnify each Manager and Member against losses, judgments, claims, expenses, and liabilities, including amounts paid in settlement, in connection with the Manager's and Member's acts, errors, omissions, or services relating to the Company, to the fullest extent permitted by law.

D. Dealing with the Company

The Members may deal with the Company, provide or receive assets or services to or from the Company, and receive compensation or other income from the transactions and dealings.

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E. Meetings

Any Member may call a Member meeting. The meeting must be held at the Company's principal place of business or as designated in the meeting's notice or notice waiver. Notice of a Member meeting must be provided to each Member at least three days and no more than thirty days before the meeting's date, unless the procedures in Section 5.I., are followed. Notices must be in writing and specify the purpose for which the meeting is called.

F. Quorum

A quorum for transacting business at any Member meeting requires a majority of the Company's Membership Interest present in person or represented by proxy.

G. Telephonic Meetings

Members may participate in, attend, and act at any Member meeting through telephonic or other communication means, as long as all persons participating in the meeting can hear each other. A Member's participation in a Member meeting constitutes attendance and in-person presence at the meeting.

H. Proxies

Each Member entitled to vote at a Member meeting, or to express consent or dissent to an action in writing without a meeting, may authorize another person to act for the Member by proxy. The written and signed proxy notice must be provided to the Company's principal office at least forty-eight (48) hours before a meeting is held or action is taken. A proxy will terminate eleven (11) months after its execution date, unless otherwise specified in the proxy.

I. Voting of Interests

Each Member is entitled to a vote equal to the Member's Membership Interest in the Company on each matter submitted to a vote. For example, a Member holding a 33% Membership Interest holds a vote equal to 33; a Member holding a 25% Membership Interest holds a vote equal to 25.

J. Action by Members

Except as otherwise provided in this Operating Agreement, all decisions to be decided by the Members will be decided by majority consent of the Company's Membership Interest present in person or represented by proxy.

5. COMPANY MANAGEMENT**A. Manager Authority**

Subject to provisions in the Operating Agreement limiting his/her authority, the Manager will have full charge at her/his sole discretion of the management, conduct, and operation of the Company's business and her/his decisions will be binding on the Company. The Manager has the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs and in particular, the Manager will have authority to cause the Company: to employ or engage the services of agents, employees, independent contractors, attorneys, and accountants, as it deems reasonably necessary; to alter, improve, repair, replace, and rebuild Company property; to effect insurance for the Company and the Members; to pay, collect, compromise, arbitrate, or otherwise adjust any and all claims or demands of or against the

Company; and to enter into any and all other transactions involving the Company's property, real or personal, or business affairs.

B. Specific Manager Authority

The Manager will be responsible for all contracts, permits, agreements, communications, and interactions with the Marijuana Control Board for the Company.

C. Limits on Manager Powers

Without the written consent by the Members, the Manager will have no authority to cause the Company:

- i. to issue additional interests in the Company;
- ii. to engage in any merger transactions;
- iii. to sell all or substantially all of its assets in a single transaction;
- iv. to incur indebtedness in excess of \$20,000;
- v. to make an expenditure at any time exceeding \$20,000 unless such expenditure is either (i) necessitated by an emergency or (ii) required as a payment on or of indebtedness of the Company; or
- vi. to guarantee the obligations or liabilities of or make any loans to the Members.

D. Manager Designation, Resignation, and Removal

The Company will have one (1) Manager, who is to hold the position of "Manager," in accordance with this Operating Agreement. The Manager need not be a Member. The Manager is to serve in that capacity until the earliest of the following occurs that person's: (i) death or incapacity or (ii) resignation or removal. The initial Manager is Christina Logan.

Any Manager may resign as such at any time by (and only by) notice to each Member, which resignation will be effective on the effective date in the notice.

The Members may remove a Manager at any time, for any reason, and without having to state the reason for the removal by a vote by all Members (excluding the Manager, if the Manager is also Member). The Members must state in their action to remove the Manager when the removal is effective, at which time the person removed as the Manager will cease to serve in that capacity.

A vacancy in the position of Manager may be filled at any time as may be approved by a majority vote of all Members.

E. Effect on Manager's Interest

Except as otherwise provided in this Agreement, the resignation by, or removal or other termination of, a Member as the Manager will not otherwise affect that Member's Membership Interest, including any status, rights, or obligations that Member may have as a Member under this Operating Agreement.

F. Company Expenses

All expenses incurred with respect to the Company's organization, operation, and management will be paid or reimbursed by the Company. Before the Company can incur debt exceeding \$20,000 or spend greater than \$20,000 in one transaction a majority of the Company's ownership interest must approve of the debt or spending.

6. CAPITAL ACCOUNTS, CONTRIBUTIONS, AND ALLOCATIONS

A. Capital Accounts

In addition to whatever other accounts are necessary for the Company's business operation, the Company will maintain a capital account for each Member.

B. Initial Contributions

Upon executing the Operating Agreement, each Member will contribute to the Company the cash and other assets described on attached amended Schedule A, which will be credited to the Member's capital account.

C. Subsequent Contributions

Each Member may, at his or her option, from time to time make additional contributions to the capital account as is determined to be necessary or desirable by that Member.

D. Loans

Each Member may, at his or her option, from time to time make loans to the Company on such terms as the Members agree.

E. Allocations

Except as may be required by law, profits, losses, and all other items of income, gain, loss, deduction, and credit will be allocated among the Members in proportion to each Member's Membership Interest in the Company. Distribution of the Company's cash and other assets (other than in Company dissolution) will be made at the times determined by a majority of the Members.

F. Reimbursement

As soon as the Company has sufficient funds to do so and before distributing any other profits or losses, it will reimburse each Member for his and her initial capital contribution as detailed in Schedule A. The Company will prioritize reimbursement to the Members by paying the debt with the highest interest first. For example a debt with a 13.8% interest will be reimbursed first, a debt with a 11% interest will be reimbursed second, a debt with a 8% interest will be reimbursed third and so on, with cash contributions reimbursed last.

7. TRANSFER AND CONVERSION OF MEMBERSHIP INTERESTS AND MEMBER ADDITION, SUBSTITUTION, AND WITHDRAWAL

A. Company Interests Transfers

The term "transfer" and "transfers" when used in the Operating Agreement with respect to a Membership Interest, includes any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition, except the term will not include any pledge, mortgage, hypothecation, or granting of a security interest in a Membership Interest in connection with any financing obtained on the Company's behalf.

B. Void Transfers

No Membership Interest can be transferred, in whole or in part, except in accordance with the terms and conditions set forth in Section 7. Any transfer or purported

transfer of any Membership Interest not made in accordance with the Operating Agreement will be void ab initio.

C. Transfers

A Member may transfer all or a portion of that Member's Membership Interest to any other person or entity, provided all of the following conditions are met, as well as all other applicable conditions in Section 7:

- i. The Member has first offered the Membership Interest, in accordance with Section 7.D., to the non-transferring Members;
- ii. All non-transferring Members, in the exercise of their sole and absolute discretion, provide written consent to the transfer;
- iii. The transferee agrees to be bound by all the terms and conditions of the Company's Articles of Organization and Operating Agreement;
- iv. The transferee assumes the Member's obligations, if any, to the Company; and
- v. All necessary regulatory approvals are received.

Unless and until a transferee is admitted as a substituted Member, the transferee will have no right to exercise any of the powers, rights, or privileges of a Member. A Member who has transferred its Membership Interest in accordance with the terms and conditions set forth in Section 7 will cease to be a Member upon transfer of his or her entire Membership Interest and thereafter will have no further powers, rights, or privileges as a Member.

D. Member Buy Out

If a Member desires to transfer its Membership Interest in whole or part, or must transfer its Membership Interest due to a felony conviction or any other action that would jeopardize the Company's licenses, it must first offer its Membership Interest to the non-transferring Members at a price stated per Membership Interest percentage (i.e. \$10 per 1% Membership Interest). The transferring Member must be willing to sell its Membership Interest at the stated price or purchase the other Members' Membership Interests at the stated price. Within 30 days of receiving the buy/sell offer the non-transferring Members must either accept the offer or sell their Membership Interest to the transferring Member at his/her stated price per Membership Interest percentage.

Alternatively, if the non-transferring Members determine not to accept the offer, there is a third-party who will purchase the transferring Member's Membership Interest at the stated price; the non-transferring Members provide written consent to the transfer; and all other conditions in Section 7.C. are met, the transferring Member may sell its Membership Interest to the third party.

E. Dealing with Members.

The Company, each Member, and any other person having business with the Company will only deal with Members who are admitted as the Company's Members or as substituted Members, and will not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

F. No Right to Withdraw

No Member has the right to resign or otherwise withdraw from the Company without the express written consent of all the other Members.

G. Member Death

When a Member dies, that Member's Membership Interest automatically transfers to the surviving Members. This documents supercedes any wills that may confuse ownership of the company. All profits and losses up to the Member's date of death allocated to the deceased Member will be distributed to the Member's beneficiary designated on Schedule A.

8. CONFIDENTIAL BUSINESS INFORMATION

[REDACTED]

[REDACTED]

9. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Events Causing Dissolution

The Company will be dissolved and commence winding up its affairs if any of the following events occur:

- i. Written consent, signed by all Members, to dissolve and wind up the Company's affairs;
- ii. The Company selling or disposing of all or substantially all of the Company's assets and collecting all amounts derived from the sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of the Company's contingent liabilities in connection with another disposition (unless the Members elect to distribute such indebtedness to the Members in liquidation);
- iii. The Company's term expires as detailed in its Operating Agreement or the Articles of Organization;
- iv. Any default under the Act that would cause the Company's dissolution or that would make it unlawful for the Company's business to continue.

B. Winding Up

Upon the Company's dissolution, the Members will wind up the Company's affairs and satisfy the Company's liabilities. The Members will liquidate all of the Company property and assets as quickly as possible consistent with obtaining the property's and assets' full, fair market value. During this period, the Members will continue to operate the Company, its property, and its assets, and all of the Operating Agreement's provisions will remain in effect. The Members will notify all known creditors and claimants of the Company's dissolution in accordance with the provisions of the Act.

C. Final Distribution

The proceeds from the Company's liquidation will be distributed as follows:

- i. First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged, including Member's capital contributions (or provision is made for payment thereof); and
- ii. The balance, if any, to the Members, in proportion to their Membership Interests as of the distribution date, after giving effect to all contributions, distributions, and allocations for all periods.

D. Distributions in Kind

In connection with the Company's termination and liquidation, the Members will attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive its Membership Interest of any distribution in kind. Any property or assets distributed in kind upon the Company's liquidation will be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

E. Deficit Capital Accounts

Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or law to the contrary, the deficit, if any, in a Member's Capital Account upon the Company dissolving will not be a Company asset and the Member will not be obligated to contribute the amount to the Company to bring the balance of the Member's Capital Account to zero.

F. Articles of Dissolution

Once the Company's property and assets are completely distributed, the Company is terminated and the Members (or such other person as the Act requires or permits) will file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take all actions necessary to terminate the Company.

10. MEDIATION REQUIRED

In the event any dispute arises between the Company and its Members or between the Members, the parties will pursue — in good faith — mediation to resolve the dispute and will not, at any time, pursue litigation in the court system. The Members understand and agree that they are waiving their right to bring a claim in the court system against the Company and against the other Members and voluntarily agree to this provision. Mediator to be agreed upon by all Members.

11. MISCELLANEOUS PROVISIONS

A. Title to Assets

[REDACTED]

B. Successors and Assigns

All of the terms and provisions of this Operating Agreement inure to the benefit of and are binding on each of the Company's Members and their respective, permitted transferees, if any.

C. Entire Agreement

This Operating Agreement contains the final, entire agreement between the parties with respect to the subject of this Operating Agreement and supersedes any previous Operating Agreement. Any representation, warranty, covenant, or condition not set forth in writing signed by the Members is void and of no effect. The Operating Agreement may only be amended by a writing signed by all Members and the Company.

D. Rights of Creditors and Third Parties under Operating Agreement

This Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party has any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

E. Governing Law

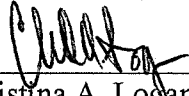
This Operating Agreement has been entered into and is governed by the laws of Alaska. The Members agree to only pursue mediation if a dispute arises out of this Operating Agreement and understand each is waiving its right to use the court system to resolve disputes.

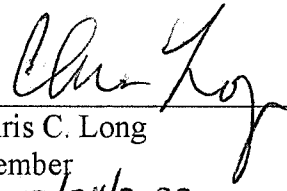
IN WITNESS WHEREOF, the Company and the Members have executed this Operating Agreement as of the signature dates noted below.

AMCO
JUN 17 2022

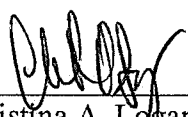
COMPANY:

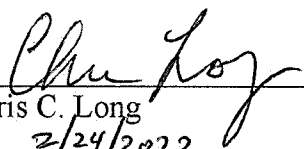
COSMIC SEAWEED, LLC

By: 
Christina A. Logan
Member & Manager
Date: 2/24/2022

By: 
Chris C. Long
Member
Date: 2/24/2022

MEMBERS:

By: 
Christina A. Logan
Date: 2/24/2022

By: 
Chris C. Long
Date: 2/24/2022

Commercial Lease Agreement


This Commercial Lease Agreement is made effective December 31, 2020, between Cosmic SeaWeed, LLC (Tenant) and Logan IRA LLC (Landlord).

Landlord is the owner of the land and building known as C3 Commercial Building (Leased Premises) at the address commonly known as 262 Charles Way, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 174.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Renewal Term beginning 12/31/2020 and ending 8/1/2023. Beginning on November 20, 2018, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.

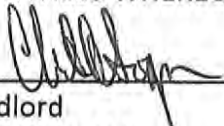
- 
3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
 4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
 5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana manufacturing, production, storage, shipment and activities. Landlord is aware that closed loop hydrocarbon extraction equipment will be on site, and Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions.
 6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
 7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
 8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
 9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
 10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an

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JUN 17 2022

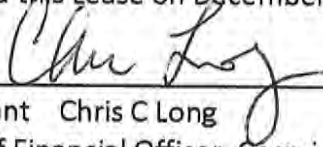
emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

11. Default: Landlord shall not take into its possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

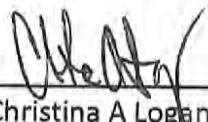
IN WITNESS WHEREOF, the parties have executed this Lease on December 31, 2020



Landlord
Logan IRA, LLC
Christina Logan (manager)



Tenant Chris C Long
Chief Financial Officer, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Chief Executive Officer
Manager/Member, Cosmic SeaWeed, LLC

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JUN 17 2022

Commercial Lease Agreement


This Commercial Lease Agreement is made effective June 1, 2020, between Cosmic SeaWeed, LLC DBA Cosmic Cannabis Company (Tenant) and Chris C. Long (Landlord).

Landlord is the owner of the land and building known as Cosmic Retail Store (Leased Premises) at the address commonly known as 261 East Bunnell Avenue, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 151.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Initial Term beginning June 1, 2020 and ending 12/31/2024. On June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.

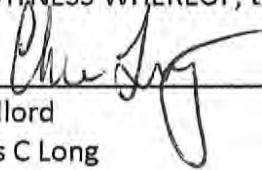
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3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
 4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
 5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana retail sales, production, storage, shipment and activities.
 6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
 7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
 8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
 9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
 10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

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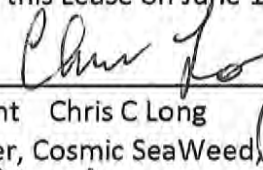
JUN 17 2022

11. Default: Landlord shall not take into its possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

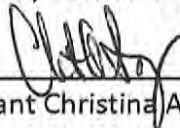
IN WITNESS WHEREOF, the parties have executed this Lease on June 1, 2020



Landlord
Chris C Long



Tenant Chris C Long
Owner, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Owner, Cosmic SeaWeed, LLC

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JUN 17 2022



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

Licensee:	Cosmic SeaWeed LLC	License Number:	21417		
License Type:	Marijuana Retail Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

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

Name:	Christina A Logan				
Title:	Owner/Partner				

Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has not been issued for this license between July 1, 2021 and June 30, 2022.



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

JUN 17 2022 Initials

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



Section 4 – Certifications

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

Initials

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

19728, 21417

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

[Handwritten initials]

Christina A Logan

Printed name of licensee

[Handwritten signature]

Signature of licensee

AMCO

JUN 17 2022



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

Licensee:	Cosmic SeaWeed LLC	License Number:	21417		
License Type:	Marijuana Retail Store				
Doing Business As:	Cosmic Cannabis Company				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	AK	ZIP:	99603

Section 2 – Individual Information

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

Name:	Chris C Long				
Title:	Owner/Partner				

Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has not been issued for this license between July 1, 2021 and June 30, 2022.

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

AMCO Initials

JUN 17 2022

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



Section 4 – Certifications

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

Initials

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

ll

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

ll

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

ll

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

ll

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

ll

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

ll

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

ll

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

19728, 21417

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

ll

Chris C Long

Printed name of licensee

Signature of licensee



Chris Long

Deanna J Mastre
Kenai Peninsula
Homer, AK
7-1-25

AMCO
JUN 17 2022

Alcohol & Marijuana Control Office

License Number: 21417

License Status: Active-Operating

License Type: Retail Marijuana Store

Doing Business As: Cosmic Cannabis Company

Business License Number: 2111543

Designated Licensee: Christina Logan

Email Address: cosmicseaweed@gmail.com

Local Government: Homer

Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.639667, -151.539490

Physical Address: 261 East Bunnell Ave
Homer, AK 99603
UNITED STATES

Licensee #1

Type: Entity

Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

Phone Number: 907-982-0513

Email Address: cosmicseaweed@gmail.com

Mailing Address: 261 East Bunnell Ave
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Christina Logan

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: cosmicseaweed@gmail.com

Mailing Address: 261 East Bunnell Ave
Homer, AK 99603
UNITED STATES

Entity Official #2

Type: Individual

Name: Christopher Corey

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: cbhomerak@gmail.com

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

Entity Official #3

Type: Individual

Name: Chris Long

[REDACTED]

[REDACTED]

[REDACTED]

Email Address: pyrofish13@gmail.com

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

Note: No affiliates entered for this license.



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

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

Section 2 – Individual Information

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

Name:	Chris C Long
Title:	Owner/Partner

Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has not been issued for this license between July 1, 2021 and June 30, 2022.

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

Initials

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

AMCO

JUN 17 2022



Section 4 - Certifications

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

Initials

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

cl

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

19728, 21417

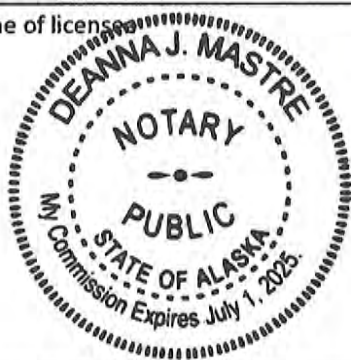
I hereby certify that I am the person herein named and subscribing to this application and that I have read the complete application, and I know the full content thereof. I declare that all of the information contained herein, and evidence or other documents submitted are true and correct. I understand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

cl

Chris C Long

Chris Long
Signature of licensee

Printed name of licensee



Deanna J. Mastre
Kenai Peninsula
Homer, AK
7-1-25
AMCO
JUN 17 2022



Alaska Marijuana Control Board

Form MJ-20: 2022-2023 Renewal Application Certifications

Why is this form needed?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

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

Section 1 – Establishment Information

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

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

Section 2 – Individual Information

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

Name:	Christina A Logan				
Title:	Owner/Partner				

Section 3 – Violations & Charges

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

Initials

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



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



I certify that a notice of violation has not been issued for this license between July 1, 2021 and June 30, 2022.



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

Initials

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



AMCO

JUN 17 2022



Section 4 - Certifications

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

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

[Handwritten initials]

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

19728, 21417

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[Handwritten initials]

Christina A Logan
Printed name of licensee

[Handwritten signature]
Signature of licensee

AMCO JUN 17 2022

Commercial Lease Agreement


This Commercial Lease Agreement is made effective December 31, 2020, between Cosmic SeaWeed, LLC (Tenant) and Logan IRA LLC (Landlord).

Landlord is the owner of the land and building known as C3 Commercial Building (Leased Premises) at the address commonly known as 262 Charles Way, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 174.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Renewal Term beginning 12/31/2020 and ending 8/1/2023. Beginning on November 20, 2018, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.

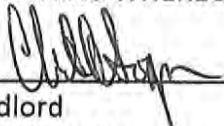
- 
3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
 4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
 5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana manufacturing, production, storage, shipment and activities. Landlord is aware that closed loop hydrocarbon extraction equipment will be on site, and Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions.
 6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
 7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
 8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
 9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
 10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an

AMCO
JUN 17 2022

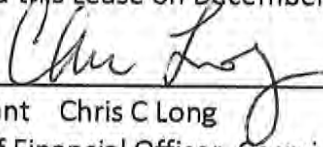
emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

11. Default: Landlord shall not take into its possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

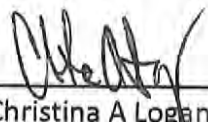
IN WITNESS WHEREOF, the parties have executed this Lease on December 31, 2020



Landlord
Logan IRA, LLC
Christina Logan (manager)



Tenant Chris C Long
Chief Financial Officer, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Chief Executive Officer
Manager/Member, Cosmic SeaWeed, LLC

AMCO
JUN 17 2022

Commercial Lease Agreement


This Commercial Lease Agreement is made effective June 1, 2020, between Cosmic SeaWeed, LLC DBA Cosmic Cannabis Company (Tenant) and Chris C. Long (Landlord).

Landlord is the owner of the land and building known as Cosmic Retail Store (Leased Premises) at the address commonly known as 261 East Bunnell Avenue, Homer, Alaska. Also identified as T65 R 13W SEC 20 Seward Meridian HM 0670365 WR Benson Sub Amended Lot 151.

Landlord desires to lease the Leased Premises to the Tenant, and Tenant hereby leases same from Landlord for the term, at the rental and upon covenants, conditions and provisions here in and set forth.

Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Initial Term beginning June 1, 2020 and ending 12/31/2024. On June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.

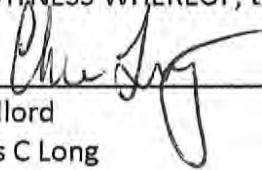
- 
3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
 4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
 5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana retail sales, production, storage, shipment and activities.
 6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
 7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
 8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
 9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
 10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

AMCO

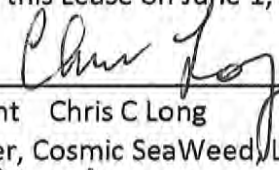
JUN 17 2022

11. Default: Landlord shall not take into its possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

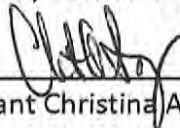
IN WITNESS WHEREOF, the parties have executed this Lease on June 1, 2020



Landlord
Chris C Long



Tenant Chris C Long
Owner, Cosmic SeaWeed, LLC



Tenant Christina A Logan
Owner, Cosmic SeaWeed, LLC

AMCO
JUN 17 2022

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

Cosmic Cannabis Company

261 East Bunnell Ave, Homer, AK 99603

owned by

Cosmic SeaWeed, LLC

is licensed by the department to conduct business for the period

January 9, 2022 to December 31, 2023
for the following line(s) of business:

42 - Trade

AMGO
JUN 17 2022



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

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

Julie Anderson
Commissioner



THE STATE of ALASKA

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

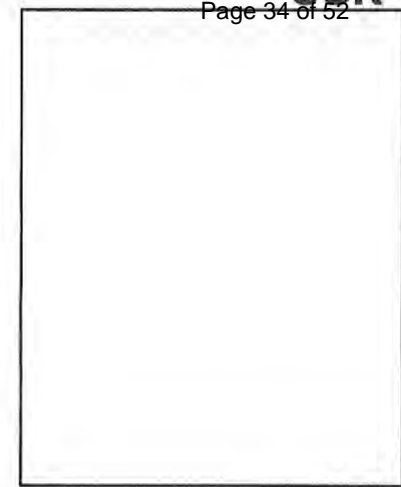
COR

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Corporations Section

State Office Building, 333 Willoughby Avenue, 9th Floor
PO Box 110806, Juneau, AK 99811-0806
Phone: (907) 465-2550 • Fax: (907) 465-2974
Email: corporations@alaska.gov
Website: Corporations.Alaska.Gov

DRAFT



Notice of Change of Officials

Domestic Limited Liability Company (AS 10.50)

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

1. Important: AS 10.50.765
Each Domestic Limited Liability Company is required to notify this office when there is a change of officials.
- AS 10.50.765
Failure to meet this requirement may result in involuntary dissolution of the entity's authority to transact business in the State of Alaska.
The Domestic Limited Liability Company is to keep and make available the records of the official(s) changes.
- AS 10.50.860-.870

2. Fee: [X] \$25 Nonrefundable Filing Fee (CORF) 3 AAC 16.065(b)
Mail this form and the non-refundable \$25 filing fee in U.S. dollars to the letterhead address. Make the check or money order payable to the State of Alaska, or use the attached credit card payment form.

3. Entity Information: AS 10.50.765
Entity Name: Cosmic SeaWeed LLC
Alaska Entity Number: 10093588
AMGO JUN 17 2022

4. REMOVE from Record:

AS 10.50.765(b)

Page 35 of 52

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

Name: Christopher B Corey

Name: _____

Name: _____

Name: _____

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

5. ALL Current Officials:

AS 10.50.765(b)

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

- An LLC must have at least one member who owns a % of the LLC. — AS 10.50.155(b)
- Must provide all members who own 5% or more of the LLC. — AS 10.50.765 (b)
- Members must own a % of the LLC. A member may be a manager if the LLC is manager managed.
- An LLC may be managed by a manager if provided in Articles of Organization. A manager may be a member if the manager also owns a % of the LLC. — AS 10.50.075(5) and AS 10.50.110(b)
- List ALL officials and their current information to be on record.
- Manager will only be accepted if the entity is manager-managed per the articles.
- **BOLD** fields are required.

FULL LEGAL NAME	COMPLETE MAILING ADDRESS	% OWNED	MEMBER	Manager
Christina A Logan	2303 Tulik Drive Anchorage, Alaska 99617	50	X	
Chris C Long	879 Linda Court Homer, Alaska 99603	50	X	

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

6. Required Signature:

AS 10.50.840

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

Signature: _____

Date: _____

AMCO
JUN 17 2022

Printed Name: Christina A Logan

Title of Authorized Signer:

 Member Manager Attorney-in-fact

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

**AMENDED AND RESTATED OPERATING AGREEMENT
OF COSMIC SEAWEED, LLC
EFFECTIVE DATE: FEBRUARY 24, 2022**

This Amended and Restated Operating Agreement (“Operating Agreement”) of Cosmic SeaWeed, LLC (the “Company”), an Alaska limited liability company, is entered into by and among the Company and the individuals executing this Agreement as the Members.

RECITALS

Christina Logan and Chris Long executed an Operating Agreement for the Company, dated October 25, 2018 (“2018 Operating Agreement”).

The 2018 Operating Agreement, under provision XLII, allowed for its Members to amend the 2018 Operating Agreement. On July 9, 2019, the Members amended and restated the Operating Agreement (“2019 Amended and Restated Operating Agreement”).

Section 11.C. in the 2019 Amended and Restated Operating Agreement allows for the Members to amend the Operating Agreement by a writing signed by all Members and the Company.

The Members and Company desires and agree to amend and restate the Company’s Operating Agreement to modify, among other amendments, the Company from member managed to manager managed.

The Members agree to this Operating Agreement’s provisions and have executed a resolution adopting the Operating Agreement.

In consideration of the promises and covenants contained herein, the Members agree as follows.

AGREEMENT

1. ADOPTION OF STATUTORY RULES

Except to the extent provided by this Operating Agreement or the Articles of Organization, the Company is governed by the rules, procedures, and provisions set forth in the Alaska Revised Limited Liability Company Act (the “Act”), AS 10.50, and any successor statute, as amended from time to time.

2. INITIAL MEMBERS

The Company’s initial Members and each Member’s Membership Interest are set forth below:

<u>Name</u>	<u>Membership Interest</u>
Christina A. Logan	50%
Chris C. Long	50%

AMCO

JUN 17 2022

Member or Members when used in the Operating Agreement means Christina A. Logan, , and Chris C. Long and any other person who executes this Operating Agreement in the future pursuant to the Operating Agreement's provisions.

3. ORGANIZATION AND PURPOSE

A. Company's Name

The Company's name is Cosmic SeaWeed, LLC.

B. Purpose

The Company is organized to own and operate marijuana-related businesses and to engage in any other lawful purpose.

C. Term.

The term of the Company will begin upon the acceptance of the Articles of Organization by the Alaska Department of Commerce and will continue until terminated pursuant to Section 9 of this Operating Agreement or the Act's mandatory provisions.

D. Registered Agent

The Company's initial registered agent is Christina A. Logan, [REDACTED]

4. MEMBERS' RIGHTS AND DUTIES

A. Management Right

The Company will be a manager managed entity. The Manager has the right to participate in the control and conduct of the Company's business, and subject to the limitations imposed by the Act and this Operating Agreement. The Manager is the agent of the Company and has authority to bind the Company in the ordinary course of its business. The Manager has the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs.

B. Manager's & Members' Liability

No Manager or Member will be liable for any debt or obligation for which the Company is liable or which is secured by Company property. The Company's failure to observe any formalities or requirements relating to the exercise of the Company's powers or management of its business or affairs under this Operating Agreement or the Act will not be grounds for imposing personal liability on any Manager or Member.

C. Indemnity

The Company will indemnify each Manager and Member against losses, judgments, claims, expenses, and liabilities, including amounts paid in settlement, in connection with the Manager's and Member's acts, errors, omissions, or services relating to the Company, to the fullest extent permitted by law.

D. Dealing with the Company

The Members may deal with the Company, provide or receive assets or services to or from the Company, and receive compensation or other income from the transactions and dealings.

AMCO

JUN 17 2022

E. Meetings

Any Member may call a Member meeting. The meeting must be held at the Company's principal place of business or as designated in the meeting's notice or notice waiver. Notice of a Member meeting must be provided to each Member at least three days and no more than thirty days before the meeting's date, unless the procedures in Section 5.I., are followed. Notices must be in writing and specify the purpose for which the meeting is called.

F. Quorum

A quorum for transacting business at any Member meeting requires a majority of the Company's Membership Interest present in person or represented by proxy.

G. Telephonic Meetings

Members may participate in, attend, and act at any Member meeting through telephonic or other communication means, as long as all persons participating in the meeting can hear each other. A Member's participation in a Member meeting constitutes attendance and in-person presence at the meeting.

H. Proxies

Each Member entitled to vote at a Member meeting, or to express consent or dissent to an action in writing without a meeting, may authorize another person to act for the Member by proxy. The written and signed proxy notice must be provided to the Company's principal office at least forty-eight (48) hours before a meeting is held or action is taken. A proxy will terminate eleven (11) months after its execution date, unless otherwise specified in the proxy.

I. Voting of Interests

Each Member is entitled to a vote equal to the Member's Membership Interest in the Company on each matter submitted to a vote. For example, a Member holding a 33% Membership Interest holds a vote equal to 33; a Member holding a 25% Membership Interest holds a vote equal to 25.

J. Action by Members

Except as otherwise provided in this Operating Agreement, all decisions to be decided by the Members will be decided by majority consent of the Company's Membership Interest present in person or represented by proxy.

5. COMPANY MANAGEMENT**A. Manager Authority**

Subject to provisions in the Operating Agreement limiting his/her authority, the Manager will have full charge at her/his sole discretion of the management, conduct, and operation of the Company's business and her/his decisions will be binding on the Company. The Manager has the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs and in particular, the Manager will have authority to cause the Company: to employ or engage the services of agents, employees, independent contractors, attorneys, and accountants, as it deems reasonably necessary; to alter, improve, repair, replace, and rebuild Company property; to effect insurance for the Company and the Members; to pay, collect, compromise, arbitrate, or otherwise adjust any and all claims or demands of or against the

Company; and to enter into any and all other transactions involving the Company's property, real or personal, or business affairs.

B. Specific Manager Authority

The Manager will be responsible for all contracts, permits, agreements, communications, and interactions with the Marijuana Control Board for the Company.

C. Limits on Manager Powers

Without the written consent by the Members, the Manager will have no authority to cause the Company:

- i. to issue additional interests in the Company;
- ii. to engage in any merger transactions;
- iii. to sell all or substantially all of its assets in a single transaction;
- iv. to incur indebtedness in excess of \$20,000;
- v. to make an expenditure at any time exceeding \$20,000 unless such expenditure is either (i) necessitated by an emergency or (ii) required as a payment on or of indebtedness of the Company; or
- vi. to guarantee the obligations or liabilities of or make any loans to the Members.

D. Manager Designation, Resignation, and Removal

The Company will have one (1) Manager, who is to hold the position of "Manager," in accordance with this Operating Agreement. The Manager need not be a Member. The Manager is to serve in that capacity until the earliest of the following occurs that person's: (i) death or incapacity or (ii) resignation or removal. The initial Manager is Christina Logan.

Any Manager may resign as such at any time by (and only by) notice to each Member, which resignation will be effective on the effective date in the notice.

The Members may remove a Manager at any time, for any reason, and without having to state the reason for the removal by a vote by all Members (excluding the Manager, if the Manager is also Member). The Members must state in their action to remove the Manager when the removal is effective, at which time the person removed as the Manager will cease to serve in that capacity.

A vacancy in the position of Manager may be filled at any time as may be approved by a majority vote of all Members.

E. Effect on Manager's Interest

Except as otherwise provided in this Agreement, the resignation by, or removal or other termination of, a Member as the Manager will not otherwise affect that Member's Membership Interest, including any status, rights, or obligations that Member may have as a Member under this Operating Agreement.

F. Company Expenses

All expenses incurred with respect to the Company's organization, operation, and management will be paid or reimbursed by the Company. Before the Company can incur debt exceeding \$20,000 or spend greater than \$20,000 in one transaction a majority of the Company's ownership interest must approve of the debt or spending.

6. CAPITAL ACCOUNTS, CONTRIBUTIONS, AND ALLOCATIONS

A. Capital Accounts

In addition to whatever other accounts are necessary for the Company's business operation, the Company will maintain a capital account for each Member.

B. Initial Contributions

Upon executing the Operating Agreement, each Member will contribute to the Company the cash and other assets described on attached amended Schedule A, which will be credited to the Member's capital account.

C. Subsequent Contributions

Each Member may, at his or her option, from time to time make additional contributions to the capital account as is determined to be necessary or desirable by that Member.

D. Loans

Each Member may, at his or her option, from time to time make loans to the Company on such terms as the Members agree.

E. Allocations

Except as may be required by law, profits, losses, and all other items of income, gain, loss, deduction, and credit will be allocated among the Members in proportion to each Member's Membership Interest in the Company. Distribution of the Company's cash and other assets (other than in Company dissolution) will be made at the times determined by a majority of the Members.

F. Reimbursement

As soon as the Company has sufficient funds to do so and before distributing any other profits or losses, it will reimburse each Member for his and her initial capital contribution as detailed in Schedule A. The Company will prioritize reimbursement to the Members by paying the debt with the highest interest first. For example a debt with a 13.8% interest will be reimbursed first, a debt with a 11% interest will be reimbursed second, a debt with a 8% interest will be reimbursed third and so on, with cash contributions reimbursed last.

7. TRANSFER AND CONVERSION OF MEMBERSHIP INTERESTS AND MEMBER ADDITION, SUBSTITUTION, AND WITHDRAWAL

A. Company Interests Transfers

The term "transfer" and "transfers" when used in the Operating Agreement with respect to a Membership Interest, includes any sale, assignment, gift, pledge, hypothecation, mortgage, exchange, or other disposition, except the term will not include any pledge, mortgage, hypothecation, or granting of a security interest in a Membership Interest in connection with any financing obtained on the Company's behalf.

B. Void Transfers

No Membership Interest can be transferred, in whole or in part, except in accordance with the terms and conditions set forth in Section 7. Any transfer or purported

transfer of any Membership Interest not made in accordance with the Operating Agreement will be void ab initio.

C. Transfers

A Member may transfer all or a portion of that Member's Membership Interest to any other person or entity, provided all of the following conditions are met, as well as all other applicable conditions in Section 7:

- i. The Member has first offered the Membership Interest, in accordance with Section 7.D., to the non-transferring Members;
- ii. All non-transferring Members, in the exercise of their sole and absolute discretion, provide written consent to the transfer;
- iii. The transferee agrees to be bound by all the terms and conditions of the Company's Articles of Organization and Operating Agreement;
- iv. The transferee assumes the Member's obligations, if any, to the Company; and
- v. All necessary regulatory approvals are received.

Unless and until a transferee is admitted as a substituted Member, the transferee will have no right to exercise any of the powers, rights, or privileges of a Member. A Member who has transferred its Membership Interest in accordance with the terms and conditions set forth in Section 7 will cease to be a Member upon transfer of his or her entire Membership Interest and thereafter will have no further powers, rights, or privileges as a Member.

D. Member Buy Out

If a Member desires to transfer its Membership Interest in whole or part, or must transfer its Membership Interest due to a felony conviction or any other action that would jeopardize the Company's licenses, it must first offer its Membership Interest to the non-transferring Members at a price stated per Membership Interest percentage (i.e. \$10 per 1% Membership Interest). The transferring Member must be willing to sell its Membership Interest at the stated price or purchase the other Members' Membership Interests at the stated price. Within 30 days of receiving the buy/sell offer the non-transferring Members must either accept the offer or sell their Membership Interest to the transferring Member at his/her stated price per Membership Interest percentage.

Alternatively, if the non-transferring Members determine not to accept the offer, there is a third-party who will purchase the transferring Member's Membership Interest at the stated price; the non-transferring Members provide written consent to the transfer; and all other conditions in Section 7.C. are met, the transferring Member may sell its Membership Interest to the third party.

E. Dealing with Members.

The Company, each Member, and any other person having business with the Company will only deal with Members who are admitted as the Company's Members or as substituted Members, and will not be required to deal with any other person by reason of transfer by a Member, except as otherwise provided in this Operating Agreement.

F. No Right to Withdraw

No Member has the right to resign or otherwise withdraw from the Company without the express written consent of all the other Members.

G. Member Death

When a Member dies, that Member's Membership Interest automatically transfers to the surviving Members. This documents supercedes any wills that may confuse ownership of the company. All profits and losses up to the Member's date of death allocated to the deceased Member will be distributed to the Member's beneficiary designated on Schedule A.

8. CONFIDENTIAL BUSINESS INFORMATION

[REDACTED]

[REDACTED]

9. DISSOLUTION, LIQUIDATION, AND TERMINATION

A. Events Causing Dissolution

The Company will be dissolved and commence winding up its affairs if any of the following events occur:

- i. Written consent, signed by all Members, to dissolve and wind up the Company's affairs;
- ii. The Company selling or disposing of all or substantially all of the Company's assets and collecting all amounts derived from the sale or other disposition, including all amounts payable to the Company under any promissory notes or other evidences of indebtedness taken by the Company and the satisfaction of the Company's contingent liabilities in connection with another disposition (unless the Members elect to distribute such indebtedness to the Members in liquidation);
- iii. The Company's term expires as detailed in its Operating Agreement or the Articles of Organization;
- iv. Any default under the Act that would cause the Company's dissolution or that would make it unlawful for the Company's business to continue.

B. Winding Up

Upon the Company's dissolution, the Members will wind up the Company's affairs and satisfy the Company's liabilities. The Members will liquidate all of the Company property and assets as quickly as possible consistent with obtaining the property's and assets' full, fair market value. During this period, the Members will continue to operate the Company, its property, and its assets, and all of the Operating Agreement's provisions will remain in effect. The Members will notify all known creditors and claimants of the Company's dissolution in accordance with the provisions of the Act.

C. Final Distribution

The proceeds from the Company's liquidation will be distributed as follows:

- i. First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged, including Member's capital contributions (or provision is made for payment thereof); and
- ii. The balance, if any, to the Members, in proportion to their Membership Interests as of the distribution date, after giving effect to all contributions, distributions, and allocations for all periods.

D. Distributions in Kind

In connection with the Company's termination and liquidation, the Members will attempt to sell all of the Company property and assets. To the extent that property or assets are not sold, each Member will receive its Membership Interest of any distribution in kind. Any property or assets distributed in kind upon the Company's liquidation will be valued on the basis of an independent appraisal and treated as though the property or assets were sold and the cash proceeds distributed.

E. Deficit Capital Accounts

Notwithstanding anything to the contrary contained in this Operating Agreement, and notwithstanding any custom or law to the contrary, the deficit, if any, in a Member's Capital Account upon the Company dissolving will not be a Company asset and the Member will not be obligated to contribute the amount to the Company to bring the balance of the Member's Capital Account to zero.

F. Articles of Dissolution

Once the Company's property and assets are completely distributed, the Company is terminated and the Members (or such other person as the Act requires or permits) will file articles of dissolution with the appropriate state agency, cancel any other filings made pursuant to the Act, and take all actions necessary to terminate the Company.

10. MEDIATION REQUIRED

In the event any dispute arises between the Company and its Members or between the Members, the parties will pursue — in good faith — mediation to resolve the dispute and will not, at any time, pursue litigation in the court system. The Members understand and agree that they are waiving their right to bring a claim in the court system against the Company and against the other Members and voluntarily agree to this provision. Mediator to be agreed upon by all Members.

11. MISCELLANEOUS PROVISIONS

A. Title to Assets

[REDACTED]

B. Successors and Assigns

All of the terms and provisions of this Operating Agreement inure to the benefit of and are binding on each of the Company's Members and their respective, permitted transferees, if any.

C. Entire Agreement

This Operating Agreement contains the final, entire agreement between the parties with respect to the subject of this Operating Agreement and supersedes any previous Operating Agreement. Any representation, warranty, covenant, or condition not set forth in writing signed by the Members is void and of no effect. The Operating Agreement may only be amended by a writing signed by all Members and the Company.

D. Rights of Creditors and Third Parties under Operating Agreement

This Operating Agreement is entered into among the Company and the Members for the exclusive benefit of the Company, its Members, and their permitted successors and assignees. The Operating Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no creditor or third party has any rights under this Operating Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

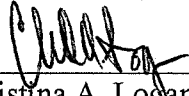
E. Governing Law

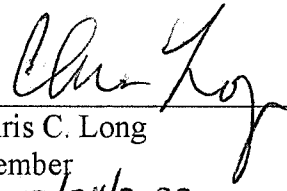
This Operating Agreement has been entered into and is governed by the laws of Alaska. The Members agree to only pursue mediation if a dispute arises out of this Operating Agreement and understand each is waiving its right to use the court system to resolve disputes.

IN WITNESS WHEREOF, the Company and the Members have executed this Operating Agreement as of the signature dates noted below.

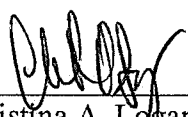
COMPANY:

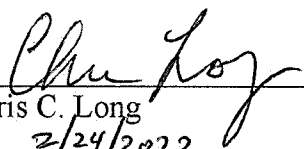
COSMIC SEAWEED, LLC

By: 
Christina A. Logan
Member & Manager
Date: 2/24/2022

By: 
Chris C. Long
Member
Date: 2/24/2022

MEMBERS:

By: 
Christina A. Logan
Date: 2/24/2022

By: 
Chris C. Long
Date: 2/24/2022

Alcohol & Marijuana Control Office

License Number: 19728

License Status: Active-Operating

License Type: Marijuana Product Manufacturing Facility

Doing Business As: COSMIC SEAWEED, LLC

Business License Number: 1088609

Designated Licensee: Christina Logan

Email Address: cosmicseaweed@gmail.com

Local Government: Homer

Local Government 2: Kenai Peninsula Borough

Community Council:

Latitude, Longitude: 59.638874, -151.539705

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

Licensee #1

Type: Entity

Alaska Entity Number: 10093588

Alaska Entity Name: Cosmic SeaWeed, LLC

Phone Number: 907-982-0513

Email Address: cosmicseaweed@gmail.com

Mailing Address: 261 East Bunnell Ave
Homer, AK 99603
UNITED STATES

Entity Official #1

Type: Individual

Name: Christina Logan

[Redacted]

[Redacted]

[Redacted]

Email Address: chrisloganrn@hotmail.com

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

Entity Official #2

Type: Individual

Name: Christopher Corey

[Redacted]

[Redacted]

[Redacted]

Email Address: cbhomerak@gmail.com

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

Entity Official #3

Type: Individual

Name: Chris Long

[Redacted]

[Redacted]

[Redacted]

Email Address: pyrofish13@gmail.com

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

Note: No affiliates entered for this license.



Office of the Borough Clerk

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

Michele Turner, CMC
Acting Borough Clerk

February 14, 2023

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

City of Homer Clerk
Homer City Hall

RE: Renewal Application for Marijuana Product Manufacturing Facility

Business Name : Cosmic SeaWeed, LLC
License Location : Homer/262 Charles Way, Homer, AK 99603
License No. : 19728

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: cosmicseaweed@gmail.com
amco.localgovernmentonly@alaska.gov

MT/jr



Office of the Borough Clerk

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

Michele Turner, CMC
Acting Borough Clerk

February 14, 2023

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

City of Homer Clerk
Homer City Hall

RE: Renewal Application for Retail Marijuana Store

Business Name : Cosmic SeaWeed, LLC
License Location : Homer/261 East Bunnell Avenue, Homer, AK 99603
License No. : 21417

Dear Ms. Jacobsen,

This serves to advise that the Kenai Peninsula Borough (KPB) has reviewed the above referenced application and has no objection to the issuance of the license.

Should you have any questions, or need additional information, please don't hesitate to let us know.

Sincerely,

Michele Turner, CMC
Acting Borough Clerk

cc: cosmicseaweed@gmail.com

amco.localgovernmentonly@alaska.gov

MT/jr



City of Homer

www.cityofhomer-ak.gov

Page 50 of 52
Planning
491 East Pioneer Avenue
Homer, Alaska 99603

Planning@ci.homer.ak.us
(p) 907-235-3106
(f) 907-235-3118

MEMORANDUM

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: ROB DUMOUCHEL, CITY MANAGER
FROM: RICK ABBOUD, AICP, CITY PLANNER
DATE: FEBRUARY 23, 2023
SUBJECT: COSMIC SEAWEED, LLC MARIJUANA MANUFACTURING FACILITY LICENSE RENEWAL

I have received and reviewed the renewal application for Cosmic Seaweed, LLC for a marijuana manufacturing facility, License number 19728, located at 262 Charles Way, Homer, AK.

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



City of Homer

www.cityofhomer-ak.gov

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

MEMORANDUM

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
THROUGH: ROB DUMOUCHEL, CITY MANAGER
FROM: RICK ABBOUD AICP, CITY PLANNER
DATE: FEBRUARY 23, 2023
SUBJECT: COSMIC SEAWEED RETAIL MARIJUANA STORE LICENSE APPLICATION

I have reviewed the site and operation of the retail marijuana facility, License 21417, located at 261 E Bunnell Ave.

I have no objection to the license renewal based zoning related issues.



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: MELISSA JACOBSEN, MMC, CITY CLERK

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: MARK ROBL, POLICE CHIEF

DATE: FEBRUARY 23, 2023

SUBJECT: MARIJUANA LICENSE RENEWALS COSMIC CANNABIS COMPANY AND COSMIC SEAWEED LLC. – NO OBJECTION

Homer Police Department has no objection to the Alcohol and Marijuana Control Office of Retail Marijuana Store and Marijuana Product Manufacturing Facility Applications within the City of Homer for the following businesses:

Type: Retail Marijuana Store
Lic #: 21417
DBA Name: Cosmic Cannabis Company
Service Location: 261 East Bunnell Avenue, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Christina Logan
Mailing Address: 261 E. Bunnell Ave., Charles Way, Homer, AK 99603

Type: Marijuana Manufacturing Facility
Lic#: 19728
DBA Name: Cosmic SeaWeed, LLC
Service Location: 262 Charles Way, Homer, AK 99603
Licensee: Cosmic SeaWeed, LLC
Designated Licensee: Christina Logan
Mailing Address: 261 E. Bunnell Ave., Homer, AK 99603



AGENDA ITEM REPORT

Reappointment of Robert Archibald as Homer's Representative to the Prince William Sound Regional Citizens Advisory Council (PWSRCAC)

Item Type: Action Memorandum
Prepared For: City Council
Meeting Date: 27 Feb 2023
Staff Contact: Rachel Tussey, CMC, Deputy City Clerk II

Summary Statement:

Robert Archibald is reappointed to the Prince William Sound Regional Citizens Advisory Council for a two year term that expires May 2025.

Staff Recommendation:

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

Attachments:

[PWSRCAC Representative Term Expiration Letter 2/9/23](#)

[Archibald Reappointment Request Letter 2/9/23](#)



February 9, 2023

Sent via email and USPS mail

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

Dear Mayor Castner:

The Prince William Sound Regional Citizens' Advisory Council (PWSRCAC) is writing to advise you that Robert Archibald's term on our Board of Directors expires at the upcoming May 4-5, 2023, annual meeting in Valdez.

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

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

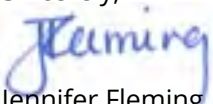
- Understands their organization and/or community, its needs, concerns, and perspectives.
- Has at least a rudimentary familiarity with oil transportation issues.
- Is a resident of Alaska and has a home and work schedule flexible enough to allow participation and travel.
- Is committed to our mission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

A PWSRCAC director can expect to devote an average of 20 hours a month on PWSRCAC business. The full Board conducts three in-person 2-day meetings in January, May, and September. In addition, annual budget and planning meetings are held, as well as special meetings and opportunities to participate in committees or work groups. PWSRCAC staff provides support to board members whenever possible.

Please notify us in writing, no later than Wednesday, March 20, 2023, of your selected individual for the City of Homer's next two-year term on the PWSRCAC board. Ideally, this individual will then be expected to attend our May 4-5, 2023, meeting in Valdez for confirmation and participation. **If Robert Archibald will continue to be your representative, we ask that you still notify PWSRCAC in writing.**

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

Sincerely,


Jennifer Fleming
Executive Assistant

Cc via email: Robert Archibald

www.pwsrcac.org

Citizens promoting the environmentally safe operation of the Alyeska terminal and associated tankers.

Members:

Alaska State Chamber of Commerce

Chugach Alaska Corporation

City of Cordova

City of Homer

City of Kodiak

City of Seldovia

City of Seward

City of Valdez

City of Whittier

Community of Chenega

Community of Tatitlek

Cordova District Fishermen United

Kenai Peninsula Borough

Kodiak Island Borough

Kodiak Village Mayors Association

Oil Spill Region Environmental Coalition

Port Graham Corporation

Prince William Sound Aquaculture Corporation

Anchorage

3709 Spenard Rd, Ste 100
Anchorage, AK 99503
O: (907) 277-7222
(800) 478-7221

Valdez

P.O. Box 3089
130 S. Meals, Ste 202
Valdez, AK 99686
O: (907) 834-5000
(877) 478-7221

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

February 9, 2021

Dear Mayor Castner,
Please accept this letter as a formal request to be reappointed to the Prince William Sound Regional Citizens Advisory Council as the Board Member representing the City of Homer.
This term would start in May, 2023 for another two year term.

Best Regards,
Robert Archibald
PO Box 2460
Homer AK. 99603
(907) 299-0852



AGENDA ITEM REPORT

Ordinance 23-14, An Ordinance of the City Council of Homer, Alaska, Amending the FY23 Capital Budget By Appropriating \$25,000 from the Port Reserves for the Purpose of Purchasing Parking Signage and Mobile Parking Delineation Barriers to Be Used in the Port's Summer of 2023 Parking Improvements Plan. City Manager/Port Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Bryan Hawkins, Port Director
Through: Rob Dumouchel, City Manager

Summary Statement:

Below is the general project overview/timeline for the 2023 spit parking improvement project, based off of recommendations from HDL's completed Homer Spit Parking Study:

- Civil Engineering design for lot improvements (Ramp 2 Pavilion lot and Lot between Ramp 3 and 4)
- Order additional pay Kiosks and research/acquire parking enforcement software to assist with managing the doubled square footage of fee pay lots.
- **Order materials for and install additional pay Kiosks, parking delineation, and signage equipment to outline new fee pay lots before Memorial Day Weekend. (CURRENT PHASE)**
- After engineering design complete, draft and publish an RFP for construction/contractor services to complete the work in the fall of 2023 after the busy summer season is over to avoid congestion.
- Physical construction of grading, drainage and surfacing improvements, and project completion (Fall)

Staff will be installing all of the mobile delineation barriers and signage utilizing in-house port staff and equipment. The requested budget amendment is to cover the price and delivery costs for those materials. Attached is the project cost estimate for this task and the supporting documentation for such numbers. We have recent comparable invoices/numbers from other projects (see attached). We recommend purchasing the additional signage needed from Warning Lites of Alaska for visual continuity. They have our sign graphics and design, and they have provided all of our previous parking signs.

Funding/Repayment for Improvements

Using the prospective revenue numbers from the HDL study, projected revenues would increase by approx. \$132,000 per annum.

Again, using the HDL Parking study, cost for total project is estimated at approximately \$381,075 to complete spit parking improvements for the Ramp 2 pavilion lot, Seafarer's Memorial lot, and the parking area between Ramp 3 and 4.)

Using HDL report for added spaces/use & occupancy/revenue projections:

- Current \$5 a day price
 - Revenue from new lots= \$132,000 per year
 - 2.89 seasons to pay ourselves back.
 - In 3 years (2026-2027) we could start the next wave of improvements.

Staff Recommendation:

Introduce Ordinance 23-14 and schedule public hearing and second reading on March 13, 2023.

Attachments:

[Ordinance 23-14](#)

[Financial Supplement-Parking Signage and Barriers 022323](#)

[Ramps 3-4 Seafarer Memorial Temporary Signage Delineation Estimate](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

ORDINANCE 23-14

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING
\$25,000 FROM THE PORT RESERVES FOR THE PURPOSE OF
PURCHASING PARKING SIGNAGE AND MOBILE PARKING
DELINATION BARRIERS TO BE USED IN THE PORT'S SUMMER OF
2023 PARKING IMPROVEMENTS PLAN.

WHEREAS, Using the recommendations from the recent parking study provided by HDL Engineering Consultants, the port has been working on a multi-phased spit parking project to improve parking lots, expand paid parking areas, and support better parking management; and

WHEREAS, Completed phases so far include creating a task order for engineering and design plans for grading and surface improvements, and the purchase of supporting software and hardware components from T2 Pay Kiosks and Unsafety Software Systems which were approved by City Council via Ordinance 22-78(A) and Ordinance 23-04; and

WHEREAS, The next step of physical parking lot improvements will be the delineation and signage of Ramps 3 and 4 and Seafarer's Memorial parking lots to indicate their new daily fee pay lot status starting Memorial Day weekend; and

WHEREAS, Installation of this delineation and signage equipment will be done in-house utilizing Port staff and is designed to be mobile so that it can be moved and reused when accommodating future lot improvements; and

WHEREAS, Staff estimate for the cost of the needed delineation and signage equipment is \$25,000; and

WHEREAS, Revenues generated from these new day use fee parking areas that adjoin the State Right of Way (ROW) may only be used for parking improvements and reimbursement for such improvements per State of Alaska Department of Transportation and Public Facilities (ADOT&PF) policy; and

WHEREAS, Revenues from parking areas adjoining State ROW shall be transferred to the Port Reserves at the end of each year budget close out to reimburse the enterprise fund for all infrastructure improvement expenditures tied to this parking improvement project.

43
44 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
45

46 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by
47 appropriating funds in the amount of \$25,000 from the Port Reserves for the purpose of
48 purchasing parking lot delineation and signage materials as follows:
49

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
456-0380	Parking Lot Delineation Materials	\$25,000

52
53 Section 2. And hereby authorizes the City Manager to negotiate and execute the
54 appropriate documents.
55

56 Section 3. This is a budget amendment ordinance, is not permanent in nature, and shall
57 not be codified.
58

59 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___ day of _____,
60 2023.

61
62 CITY OF HOMER

63
64 _____
65 KEN CASTNER, MAYOR

66 ATTEST:

67
68 _____
69 MELISSA JACOBSEN, MMC, CITY CLERK

70
71 YES:

72 NO:

73 ABSTAIN:

74 ABSENT:

75
76 First Reading:

77 Public Hearing:

78 Second Reading:

79 Effective Date:

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Purchase of Parking Signage and Mobile Parking Delineation Barriers</u>	DATE	<u>02/22/2023</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>Port Director</u>
REQUESTED AMOUNT	<u>\$ 25,000</u>		

DESCRIPTION	<p>The next step of physical parking lot improvements will be the delineation and signage of the Ramp 3 &4, and Seafarer’s Memorial parking lots to indicate their new daily fee pay lot status starting Memorial Day weekend.</p> <p>Installation of this delineation and signage equipment will be done in-house utilizing Port staff and is designed to be mobile so that it can be moved and reused when accommodating future lot improvements.</p> <p>Staff estimate for the cost of the needed delineation and signage equipment is \$25,000.</p>
-------------	---

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,367,407</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 910,228</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 25,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 63,070</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,369,109</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

Ramps 3 -4 Temporary Lay-out Cost Estimate

Item	Quantity	Unit Cost	Total	Notes
Sign Post Bases	45	44.44	2000	Concrete needed to pour sign post bases, 2 separate pours/truck needed
Telespar Receiver	45	61	2745	Sign Post Receiver in each base
2" Telespar Post	45	91	4095	Sign Posts supporting signage
\$10 Fee Pay Signs	52	90	4680	24"H X 18"W, General Parking Sign, New & Existing Posts
No Parking Sign	20	39	780	18"H x 12"W, Fog line HSR, ingress & egress lane access
20' Limit Sign, No RVs	2	350	700	Main Entry Sign
Candle Stick Pylons	45	32	1440	Mid point delineation between signs posts used to create parking lanes
String, rope, cable	1500	0.2	300	parking lane delineation between sign posts and candle stick pylons
Nut, bolts, washers	1	150	150	1 box of fasteners
Luke II Form Base	1	500	500	Concrete form includes 2X12 framing, rebar, 1/2" all thread for Luke II mount
Pay Fee Here Sign	1	200	200	24" Square Sign "Pay Fee Here" Located with Luke II Base
3/8" Rebar	150	2	300	3/8" Rebar used to anchor sign post receiver into concrete base
1/2" OSB 8' Sheet	5	50	250	Form decking to pour concrete bases
Shipping	1	350	350	Shipping materials from Warning Lights (Anchorage to Homer)
Total			\$18,490.00	

Seafarer's Memorial Temporary Lay-out Cost Estimate

Item	Quantity	Unit Cost	Total	Notes
Sign Post Bases	4	44.44	88.88	Concrete to pour sign post bases for 1-way entry signs, 2 more \$10/base
Telespar Receiver	4	61	244	Sign Post Receiver in each base
2" Telespar Post	4	91	364	Sign Posts supporting signage
\$10 Fee Pay Signs	11	90	990	24"H X 18"W, General Parking Sign, install on existing posts plus 2 more
No Parking Sign	0	39	0	None required for this lot
20' Limit Sign, No RVs	0	350	0	Main Entry Sign
Candle Stick Pylons	10	32	320	Mid point delineation between signs posts used to create parking lanes
String, rope, cable	300	0.2	60	parking lane delineation between sign posts and candle stick pylons
Nut, bolts, washers	1	150	150	1 box of fasteners
Luke II Form Base	1	500	500	Concrete form includes 2X12 framing, rebar, 1/2" all thread for Luke II mount
Pay Fee Here Sign	1	200	200	24" Square Sign "Pay Fee Here" Located with Luke II Base
Concrete Truck	1	950	950	Sign post base pours included in ramps 3-4
3/8" Rebar	30	2	60	3/8" Rebar used to anchor sign post receiver into concrete base
1/2" OSB 8' Sheet	0	50	0	Form decking to pour concrete bases
Shipping	1	200	200	Shipping materials from Warning Lights (Anchorage to Homer)
Total			\$4,126.88	

From: Ben Evans <ben@wla.info>
Sent: Monday, October 31, 2022 10:46 AM
To: Matt Clarke
Subject: RE: Parking Sign & Accessory Order
Attachments: City of Homer - Misc Parking Signs and Grabber tubes OCT 2022.PDF

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

Good Morning Matt,

I've attached a proof for you to review for your resent sign request.
 Please review along with the pricing listed below.

- 1) 15 each, "No Parking". 18"H X 12"W portrait, red reflective lettering with white background. COST: \$39.00 each
- 2) 10 each, "Vehicle Parking Only, No Boats or Trailers, Long-term Parking by Permit" 18" square, red reflective lettering with white background. COST: \$49.50 each
- 3) 10 each, "Short-term Parking, One Hour Maximum" 18"H X 12"W portrait, green lettering with white background COST: \$33.00 each
- 4) 5 each, "15 Minute Loading" 18"H X 12"W portrait, green lettering with white background COST: \$33.00 each
- 5) 10 each "Directional Arrow 1-Way" 6"H X 12"W portrait, red on white COST: \$12.00 each
- 6) 10 each "Directional Arrow 2-Way" 6"H X 12"W portrait, red on white COST: \$12.00 each
- 7) 10 each, "1 Hour Limit", 6"H X 12"W portrait, red on white COST: \$12.00 each
- 8) 10 each, Orange Grabber Tube/Candle Stick only, **without** rubber base COST: \$20.00 each
- 9) 5 each, Yellow Grabber Tube/Candle Stick only with "No Parking Stickers", **without** rubber base COST: \$32.00 each
- 10) 10 each, Telspar Sign Posts 2" X 10' COST: \$85.00 each
- 11) 30 each, Chain Link Fence sign installation brackets with applicable hardware nuts/bolts/washers COST: \$3.95 each
- 12) 1 box each, zinc coated nuts/bolts/flat washers sized adequately for installing signs to 2" Telspar posts COST: \$150.00 per box 100 each
- 13) 10 each, 30" galvanized sign post receiver sized to fit 2" Telespar sign stock COST: \$60.00 each

Please let me know if you approve.

Thank-you,



Warning Lites of Alaska, Inc.
 Action Sign & Graphics
 591 W 67th Ave. Anchorage, AK 99518
 907-562-2124

From: Matt Clarke [mailto:MClarke@ci.homer.ak.us]
Sent: Tuesday, October 25, 2022 7:21 AM
To: Ben Evans <ben@wla.info>
Subject: RE: Parking Sign & Accessory Order

Dibble Creek Rock Ltd.

INVOICE

34481 North Fork Road
Anchor Point, AK 99556
(907) 235-7126

35482 K-B Drive
Soldotna, AK 99669
(907) 262-6273

RECEIVED

OCT 15 2021

City of Homer P/H
4311 Freight Dock Road
Homer AK 99603

PORT & HARBOR

Invoice No 121611 Page 1
Invoice Date 10/11/2021
Customer No. CHHD10
Job ID SIGN POST BASES
Credit Terms NET 30 DAYS
PO # / Lot # Matt 399-3455

Date	Ticket	Qty	Description	Price	Amount
10/05/21	9171	4.50 YD	5 Sack Concrete (3000 psi)	160.00	720.00
10/05/21	9171	4.50 LB	Concrete Fibers	10.00	45.00
10/05/21	9171	21.00 LB	Calcium	1.00	21.00


\$ 184

APPROVED FOR PAYMENT

ACCT CODE: 400-601-5638

DATE: 10/20/21

INITIALS: m OH



Thank you for your business.	Sub-Total	786.00
	Sales Tax- HMR	0.00
	Invoice Total	786.00

Each payment or sum past due shall bear a late payment charge of the lesser of 1.5% per month, which is an annual percentage rate of 18%, or an amount not to exceed the highest rate permitted by law

PAY FROM THIS INVOICE



WARNING LITES OF ALASKA, INC.

232752
NUMBER

Page 10 of 10

591 W. 67TH AVE. ANCHORAGE, AK 99518-1555
PHONE (907) 562-2124 • FAX (907) 562-0473

RECEIVED

JUL 06 2021

PORT & HARBOR

DATE 6-11-21 P.O. NUMBER _____
ISSUED TO City of Homer - Harbor
ADDRESS _____
CITY _____
JOB LOCATION 4311 FREIGHT DOCK RD HOMER AK 99603

QUANTITY	DESCRIPTION	RATE PER DAY	PRICE
	LIGHTS AND BARRICADES		
	CHANNELIZERS		
	WINDMASTER SIGN STANDS		
	SIGNS		
1 EA	36" x 24" MODEL - BOAT RETRIEVAL ONLY	\$ 132.00	\$ 132.00
30 EA	24" x 30" MODEL - FEE PARKING	110.00	3300.00
10 EA	12" x 18" MODEL - NO PARKING...	36.00	360.00
1 EA	36" x 24" MODEL - BOAT RETRIEVAL ONLY...	132.00	132.00
12 EA	36" x 24" MODEL - PUBLIC RESTROOMS	137.00	1584.00
1 EA	24" x 24" MODEL - RAMP	58.00	58.00
12 EA	GRABBER TUBES (NO BASE)	16.00	192.00
			\$ 5788.00
6-15-21	Shipped via Carlisle # 81683644		

C.F.I. #

GENERAL CONDITIONS OF LEASE

THE CONDITIONS OF LEASE STATED BELOW, TOGETHER WITH THE TERMS OF THIS INVOICE, CONSTITUTE A CONTRACT HEREINAFTER REFERRED TO AS THIS AGREEMENT

LESSOR **WARNING LITES OF ALASKA, INC.** LESSOR

1. THE RENTAL PERIOD: The Rental Period shall commence when equipment is delivered to the jobsite by the Lessor, and shall terminate at the time designated by the Lessee for the return of the equipment. Failure of the Lessee to so notify the Lessor will result in a continuing rental charge.
2. DELIVERY AND RETURN OF EQUIPMENT: Lessor will deliver, initially set up and pick up equipment, however, is not responsible for the relocation of equipment between delivery and pickup.
3. RECALLING AND RETURNING NOTICE: In the event of any breach of this Agreement, upon notice to the Lessee, Lessor may recall any or all equipment.
4. MAINTENANCE AND OPERATION: All equipment shall be maintained and repaired at all times. Upon notice by the Lessee of damage to or malfunction of equipment, it shall be the responsibility of the Lessor to repair or replace said equipment in accordance with safety regulations. Lessor shall provide Uniform Traffic Control Devices for Streets and Highways. Lessor assumes no responsibility for maintenance or replacement of equipment in the absence of notice by the Lessee. Lessee agrees to exercise reasonable care in the handling and usage of the equipment.
5. LOSS OF EQUIPMENT: The Lessee shall indemnify the Lessor for all equipment which is lost or stolen during the rental period. Such indemnification shall be based on the replacement cost to the Lessor. The Lessee shall notify the Lessor immediately upon discovering the loss of equipment.
6. LIABILITY OF LESSEE: Liability for injury to persons and death of workmen and other persons caused by the operation, handling or transportation of the equipment during the Rental Period, shall be assumed by the Lessee, and he shall indemnify the Lessor against all such liability. The Lessee shall also indemnify the Lessor against all loss, expense and penalty arising from any action of damage to property occasioned by the operation, handling or transportation of any equipment during the Rental Period.
7. INSPECTION: The Lessor shall have the right at any time to enter the premises occupied by the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
8. TITLE: Title to the equipment shall at all times vest in the Lessor, unless transferred to the Lessee through sale. The Lessee shall give the Lessor immediate notice in case any equipment is levied upon or from any cause becomes liable to seizure.
9. TERMINATION OF AGREEMENT: Should the Lessee default any payment, or become bankrupt, or fail to maintain and operate or to return the equipment as provided by this Agreement, or substantially violate any provision thereof, the Lessor may terminate this Agreement, take possession of the equipment without becoming liable for trespass, and recover all rental due, full damages for any injury to, and all expenses incurred in returning the equipment.
10. SUBLETTING: No equipment shall be sublet by the Lessee, nor shall he assign or transfer any interest in this Agreement without written consent of the Lessor.

APPROVED FOR PAYMENT
DATE 7-13-21
INITIALS ABT

BY X _____ LESSEE

CUSTOMER ORIGINAL



AGENDA ITEM REPORT

Resolution 23-016, A Resolution of the City Council of Homer, Alaska Awarding a Contract to South Central Construction, Inc. of Anchorage, Alaska in the amount of \$822,844 for the E. Bunnell/Charles Way Water and Sewer Main Extension Project and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Jan Keiser, Public Works Director

Summary Statement:

Materials will be provided in the supplemental packet.

Staff Recommendation:

Adopt Resolution 23-016

Attachments:

[Resolution 23-016](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 23-016

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AWARDING A CONTRACT TO SOUTH CENTRAL CONSTRUCTION,
INC. OF ANCHORAGE, ALASKA IN THE AMOUNT OF \$822,844 FOR
THE E. BUNNELL/CHARLES WAY WATER AND SEWER MAIN
EXTENSION PROJECT AND AUTHORIZING THE CITY MANAGER TO
NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, An Invitation to Bid for the construction of the E. Bunnell/Charles Way Water
and Sewer Main Extension Project was publicly advertised in the Homer News on December 8
and 15, 2022 and Peninsula Clarion on December 11, 2022, was sent to three Plans Rooms in
the state, and posted on the City website; and

WHEREAS, bids were due Thursday, January 19, 2023, five addendums were issued and
three bids were received; and

WHEREAS, Southcentral Construction, Inc., was determined to be the lowest
responsive, responsible bidder; and

WHEREAS, This award is not final until written notification is received by the firm from
the City of Homer; and

WHEREAS, This award is contingent on the adoption of Ordinance 23-10.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska hereby
awards a contract for the construction of the E. Bunnell/Charles Way Water and Sewer Main
Extension Project to South Central Construction, Inc., of Anchorage, Alaska in the amount of
\$822,844 and authorizes the City Manager to negotiate and execute the appropriate
documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of February, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

43 ATTEST:

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45 _____

46 RACHEL TUSSEY, CMC, ACTING CITY CLERK

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48 Fiscal Note: Ordinance 23-10



AGENDA ITEM REPORT

Resolution 23-017, A Resolution of the City Council of Homer, Alaska Approving a Contract with Agnew Beck Consulting of Anchorage, Alaska for an Amount not to Exceed \$650,000 for the Purpose of Developing a New Comprehensive Plan and a Complete Update of the Title 21 Zoning and Planning Code and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Ryan Foster, Special Projects Coordinator
Through: Rob Dumouchel, City Manager

Summary Statement:

In the interest of hiring a consultant firm to provide professional services to update the Comprehensive Plan and the Title 21 Zoning and Planning Code, staff conducted a two-stage process as noted in the Memorandum to City Council on October 10, 2022:

- **Stage 1** - Request for Qualifications (RFQ): Statement of Qualifications were submitted by Agnew Beck Consulting of Anchorage, Alaska, Camiros of Chicago, Illinois, R&M Consultants, Inc. of Anchorage, Alaska, and Umiaq Environmental, LLC of Anchorage, Alaska.

Submittals were evaluated and scored by a selection panel that consisted of Rick Abboud, City Planner, Julie Engebretsen, Economic Development Manager, and Ryan Foster, Special Projects Coordinator in accordance with the scoring criteria in the RFQ. Agnew Beck Consulting, R&M Consultants and Umiaq Environmental, LLC met the necessary qualifications and were selected for the Stage 2 RFP process. Camiros was not selected for the Stage 2 RFP process.

- **Stage 2** - Request for Proposals (RFP): Proposals were submitted by Agnew Beck Consulting of Anchorage, Alaska, R&M Consultants, Inc. of Anchorage, Alaska, and Umiaq Environmental, LLC of Anchorage, Alaska.

Submittals were evaluated and scored by a selection panel that consisted of Rick Abboud, City Planner, Julie Engebretsen, Economic Development Manager, and Ryan Foster, Special Projects Coordinator in accordance with the scoring criteria in the RFP (See attached). Agnew Beck Consulting had the highest score and was found to be compliant and qualified to meet the specifications to provide work required for this project. Agnew Beck Consulting, based in Anchorage, Alaska, has assembled a project team with extensive planning experience in coastal

Alaska, including many projects in Homer. Project team members include Stantec, Northern Economics, Respec, Kinney Engineering, and Corvus Design. This proposal was the only one that met the required Phase II Title 21 Zoning and Planning Code scoring criteria.

Staff Recommendation:

Adopt Resolution 23-017

Attachments:

[Resolution 23-017](#)

[Memo to Council from City Manager's Report for the October 10, 2022 City Council Meeting](#)

[RFQ for Comprehensive Plan and Zoning Code Update \(Includes scoring requirements\)](#)

[RFP for Comprehensive Plan and Zoning Code Update \(Includes SOW and scoring requirements\)](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-017

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A CONTRACT WITH AGNEW BECK CONSULTING OF ANCHORAGE, ALASKA, FOR AN AMOUNT NOT TO EXCEED \$650,000 FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, At the October 10, 2022, City Council Meeting, staff provided a memorandum recommending a two-stage process, a Request for Qualifications and a Request for Proposals, for soliciting professional planning services to develop a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code; and

WHEREAS, The Request for Qualifications was advertised in the Homer News October 27, 2022 and November 3, 2022, and sent to two plans rooms in the state and three plans rooms out of state, and posted on the city website; and

WHEREAS, Qualifications were due by 4:30 p.m. Friday December 9, 2022 and four statements of qualifications were received by the City Clerk's Office; and

WHEREAS, A committee reviewed statements of qualifications on December 13, 2022, selecting three of the four firms for the second stage Request for Proposals process; and

WHEREAS, Proposals were due by 4:30 p.m. Friday January 20, 2023 and three proposals were received by the City Clerk's Office; and

WHEREAS, A committee reviewed proposals on February 1, 2023, selecting the firm of Agnew Beck Consulting of Anchorage, Alaska as the most responsive fitting the requirements of the City; and

WHEREAS, This award is not final until notice is received by Agnew Beck Consulting from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby awards the contract for developing a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code to Agnew Beck of Anchorage, Alaska in an amount not to exceed \$650,000 and authorizes the City Manager to negotiate and execute the appropriate documents.

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PASSED AND ADOPTED by the Homer City Council this 27th day of February, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

RACHEL TUSSEY, CMC, ACTING CITY CLERK

Fiscal note: Ordinance 23-11



Memorandum

TO: Mayor Castner and Homer City Council
FROM: Ryan Foster, Special Projects Coordinator
DATE: September 27, 2022
SUBJECT: Request for Proposal/Request for Qualifications for Updating the Comprehensive Plan and Zoning Code

An update of the Comprehensive Plan and modernization of the Zoning Code was identified as a Council priority during the 2022 Visioning work session held in March at the Pratt Museum. The Title 21 Zoning and Planning Code has been updated in sections over the years, but it has not had a significant update in decades. It is generally viewed as difficult to work with by the public and City staff and unable to achieve the vision and goals currently set out in the Comprehensive Plan. The Comprehensive Plan underwent a technical update in 2018, but since the Zoning and Planning Code implements the vision of the Comprehensive Plan, it is highly recommended to undergo a full update of the Comprehensive Plan in advance of a Code rewrite.

Given the above current situations, City staff are proposing to move forward on a two-phase project, starting with a new Comprehensive Plan and ending with a complete update of the Title 21 Zoning and Planning Code. In hiring a consultant firm to fully update the two most important regulatory documents for planning and development in the City of Homer, staff recommends a two-stage process:

- Stage 1 - Request for Qualifications (RFQ): Reviewed and scored by a selection committee.
- Stage 2 - Request for Proposals (RFP): Those firms selected through the RFQ process will then submit an RFP, with a not to exceed amount of \$650,000, for review by a selection committee that will evaluate the proposals and make a recommendation to the City Manager.

An additional component necessary for project success is a budget of \$30,000 for advertising, outreach, and materials, such as food, for public meetings.

Comprehensive Plan Update (Phase I)

What it is: A Comprehensive Plan establishes, at a high level, a vision, goals, and objectives for the future development of the City. A new Comprehensive Plan would directly influence and guide the complete update of the Title 21 Zoning and Planning Code, established as Phase II of this project. This plan also helps determine the best approach to the topics of parking, density, form/layout, mobility/connectivity, building height, sustainability, green infrastructure, and coordinating land use and transportation plans to name a few.

What Homer gets:

1. Delivery of a completely updated Comprehensive Plan.
2. A vision and guidance for the update of the Title 21 Zoning and Planning Code.
3. Public and key stakeholder outreach to better inform and guide the Comprehensive Plan.
4. Detailed consideration of the topics of parking, density, form/layout, building height, mobility/connectivity, sustainability, and green infrastructure.
5. Alignment of the Comprehensive Plan with Council Goals, Master Transportation Plan and Non-Motorized Trails and Transportation Plan (currently under development), Homer Spit Plan, and the Town Center Development Plan.
6. Presentation of the Comprehensive Plan to the Planning and Zoning Commission, Economic Development Commission, and City Council public hearings for recommendation and approval.
7. Consultants, by taking on the bulk of the project (with a limited support role by City staff), free up City staff to continue to provide day-to-day services, ensures on-time project deliverables, and utilizes consultant subject matter expertise.

What Homer receives when complete: A Comprehensive Plan that guides the future development of the City over the next 20 years and addresses the unique planning challenges of the community, such as limited developable land, a strong demand for housing, and consideration of our unique geographical and topographical conditions.

Title 21 Zoning and Planning Code Update (Phase II)

What it is: The City's Title 21 Zoning and Planning Code defines the processes, establishes zoning districts, and associated development standards for land use development in the City. The Zoning and Planning Code is the regulatory framework that implements the vision, goals, and objectives established in the Comprehensive Plan.

What Homer gets:

1. Delivery of a completely updated Title 21 Zoning and Planning Code.
2. A modernized code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code.
3. A code that provides for the implementation of the vision of the new Comprehensive Plan.
4. Consultants conduct all public and key stakeholder outreach to better inform and guide the new code.
5. Alignment of the new Title 21 Zoning and Planning Code with the new Comprehensive Plan, Master Transportation Plan and Non-Motorized Trails and Transportation Plan (currently under development), Homer Spit Plan, and the Town Center Development Plan.
6. Presentation of the new Title 21 Zoning and Planning Code to Planning and Zoning Commission and Council public hearings for recommendation and approval.
7. Consultants, by taking on the bulk of the project (with a limited support role by City staff), free up City staff to continue to provide day-to-day services, ensures on-time project deliverables, and utilizes consultant subject matter expertise, especially in writing code.

What Homer receives when complete: An updated Title 21 Zoning and Planning Code that will allow the City to realize the vision and goals defined in the Comprehensive Plan with updated processes and development standards. In addition, greater efficiency, clarity, and user friendliness will be built into the zoning code.

Attachments

Request of Qualifications for Comprehensive Plan and Zoning Code Update

Request for Proposal for Comprehensive Plan and Zoning Code Update

**Request for Qualifications
By the City of Homer, Alaska
Professional Services to Update
Homer's Comprehensive Plan and Title 21 Zoning and Planning Code**

The City of Homer is soliciting qualifications from firms to perform the work of updating the City of Homer Comprehensive Plan and Title 21 Zoning and Planning Code. Statements of qualifications will be received at the Office of the City Clerk, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **4:30 P.M., on Friday, November 18, 2022**. The time of receipt will be determined by the City Clerk's time stamp. Statements received after the date and time specified will not be considered. No electronic submissions will be accepted.

All Firms interested in submitting their qualifications for consideration for this project must submit a **City of Homer Plan Holder Registration Form to be on the Plan Holder's List and to be considered responsive**. This form must be submitted separately from qualification submissions. Plan holder registration forms and Request for Qualification packages are available online at <http://www.cityofhomer-ak.gov/rfps>

The work will consist of two phases:

- Phase 1: Helping the City of Homer complete a new Comprehensive Plan
- Phase 2: Helping the City of Homer update the Zoning and Planning Code.

The work will include involvement with stakeholders, including, but not limited to the City Council, City staff, community members, and community interest organizations. Timeline for completion of this work is two years, one year for each phase of the project.

All submissions will be evaluated and the City will issue an invitation to submit a proposal to those firms selected as most qualified to perform the work as described.

Please direct all questions regarding this project to:

**Ryan Foster, Special Projects Coordinator
City of Homer, Administration
491 E. Pioneer Avenue
Homer, Alaska 99603
907-299-8529**

City of Homer reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award the contract to the respondent that best meets the selection criteria.

Dated this 26th day of October, 2022.

CITY OF HOMER



Robert Dumouchel, City Manager

City of Homer

Request for Qualifications

City of Homer Comprehensive Plan and Title 21: Zoning and Planning Code Update

Issue date: October 26, 2022



Submittal Deadline:

4:30 pm, November 18, 2022

**City Clerk's Office
City of Homer
491 E Pioneer Avenue
Homer, Alaska 99603**

City of Homer Comprehensive Plan and Zoning and Planning Code Updates

Issue date: October 21, 2022

The City of Homer is soliciting qualifications from qualified firms to perform the work for **City of Homer Comprehensive Plan and Title 21: Zoning and Planning Code Updates**.

The first Homer Comprehensive Plan was adopted in 1954. The most current comprehensive plan is the 2018 edition, which received a technical update. A new Comprehensive Plan is necessary to establish a current vision, goals, and objectives for the future of the City and a new zoning code will be required to implement that vision.

In selecting a consultant firm to fully update the two most important regulatory documents for planning and development in the City of Homer, the City has initiated a two-stage process:

- Stage 1 - Request for Qualifications (RFQ): Reviewed and scored by a selection committee.
- Stage 2 - Request for Proposals (RFP): Those firms selected through the RFQ process will then submit an RFP, with a not to exceed amount of \$650,000, for review by a selection committee that will evaluate the proposals and make a recommendation to the City Manager.

The City wishes to have this work conducted immediately upon issuance of contract.

RECEIPT OF QUALIFICATIONS DEADLINE: Qualifications will be accepted until 4:30 p.m., Alaska Standard Time, November 18, 2022. Qualifications shall be submitted via hard copy at the City Clerk's Office, City of Homer, 491 E Pioneer Ave, Homer, AK 99603. All proposers must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List to be considered responsive.

SCOPE OF WORK: The work will consist of two phases. Phase I: helping the City of Homer complete a new Comprehensive Plan, and Phase 2: helping the City of Homer update the Zoning and Planning Code. The work will include involvement with stakeholders, including, but not limited to the City Council, City staff, community members, and community interest organizations. Timeline for completion of this work is two years, one year for each phase of the project.

EVALUATION CRITERIA: The City will review and score RFQs by selection committee.

Interested parties shall submit the following items with their Statements of Qualifications:

1. Letter of interest.
2. Description of the team and its ability to meet City of Homer needs.
3. Statements of Qualifications shall include the following information:
 - a. Name(s) of firm serving as prime and any subconsultants as well as Organization Chart.
 - b. A brief history of the firm(s) serving on the team, including applicable licenses.
 - c. Resumes of key personnel, which shall include, as a minimum, the following personnel:
 - i. Project Manager
 - ii. Design Lead
 - iii. Economic Lead
 - iv. Code Writing Lead
 - e. Information demonstrating team’s record of performance on past projects for communities similar in size and character to the City of Homer. Provide names and telephone numbers of five client contacts for reference purposes.
 - f. Information demonstrating team’s record of performance with cost control and project scheduling.
 - g. Five writing samples demonstrating team’s effectiveness writing (i) complex text for lay audiences and (ii) enforceable code. Writing samples may contain graphics.

Scoring of firms

1. Team’s experience with projects of comparable size and complexity:	100 Points
2. Team’s experience with cost control and project scheduling	100 Points
3. Experience of Key Personnel	100 Points
4. Writing samples	100 Points
5. Positive report from references:	<u>100 Points</u>
Total:	500 Points

**Request for Proposals
By the City of Homer, Alaska
Professional Services to Update the
City of Homer's Comprehensive Plan and Title 21 Zoning and Planning Code**

The City of Homer, Alaska is requesting proposals from qualified firms who were pre-qualified as result of the City's earlier Request for Statements of Qualification process. Proposals from firms who have not been pre-qualified will not be accepted.

The following subjects are discussed in this Request for Proposal (RFP) to assist you in preparing your proposal.

- I. Introduction
- II. Scope of Services
- III. General Requirements
- IV. Proposal Format and Content
- V. Evaluation Criteria and Selection Process
- VI. Schedule

I. Introduction

The City of Homer is soliciting proposals from prequalified teams to produce a comprehensive plan and fully update Homer City Code Title 21, Zoning and Planning Code. These documents will help guide future development and growth for the City of Homer with an outlook of 20 years.

The City of Homer is growing up. We are a relatively young city facing a transition point in our history. We are an eclectically developed pioneer community at the end of the road in Alaska, on its way to becoming a more intentionally developed small city, endeavoring to be best in class for municipal governance, services, and quality of life. Homer is a very significant city in Alaska, in part, because we are the transition point between the road system and numerous off-road communities. We also have a highly active port & harbor which is likely to experience a significant expansion during the Comprehensive Plan's useful life.

The City of Homer is motivated to become the best small city in Alaska, and it all starts with planning. We are extremely excited to conduct a significant update to our Comprehensive Plan and Title 21 Zoning and Planning Code. It is important to understand that this update is not about maintaining the status quo, it is about transformative change as it relates to land use, while still maintaining Homer's community character.

The first Homer Comprehensive Plan was adopted in 1954. The most current comprehensive plan received a technical update in 2018. Since 1999, the City has adopted a Non-Motorized Trails and Transportation Plan, a Transportation Plan, Homer Spit Comprehensive Plan, and the Town Center Development Plan, which are additional components to the Comprehensive Plan.

The City of Homer expects that public involvement will be a grass-roots effort emphasizing outreach to, and contribution from, a variety of stakeholders, including citizens, businesses, community groups/organizations, local agencies, City Advisory Bodies, and the City Council. The City further expects the community participation plan will be innovative and consider the use of focus groups, as

well as, intensive short-term teams or work groups, such as workshops, to identify issues, create a community vision, and to assist in establishing the goals and objectives. Page 13 of 22

The goal is for both phases (Phase I: The Comprehensive Plan and Phase II: Title 21, Zoning and Planning Code update) to be completed within two years after award of the contract; however, complex issues may require more in-depth study, which may result in an extension of the completion date and negotiation to amend the contract.

As in many Alaskan communities, the summer months are the “busy months” for Homer residents. One distinctive aspect of Homer is that many seasonal business operators live elsewhere during the winter months. The Proposer should develop a schedule that is flexible enough to allow busy residents and business owners/operators the opportunity for significant input throughout the planning process, while recognizing the seasonal nature of the community.

II. Scope of Services

The project consists of furnishing all labor, materials, equipment, tools, supervision, and other facilities necessary to develop a Homer Comprehensive Plan and a Title 21 Zoning and Planning Code Update as a two-phased project in accordance with the standards and criteria of the City of Homer.

Phase I: Comprehensive Plan

The project goals for updating the comprehensive plan are:

1. Create a fully updated Comprehensive Plan.
2. Determine the best approaches to the topics of housing, parking, density, form/layout, building height, sustainability, mobility/connectivity, and coordinating with the motorized and non-motorized transportation (the Master Transportation Plan is currently being updated).
3. Identify strategic actions that the City can proactively engage in to ensure the success of the Comprehensive Plan, e.g., site acquisition, infrastructure investment, etc.
4. Provide a vision and guidance for the Phase II update of the Title 21 Zoning and Planning Code.
5. Conduct public and key stakeholder outreach to better inform and guide the Comprehensive Plan.
6. Align the Comprehensive Plan with other City plans such as Master Transportation Plan, Capital Improvement Plan, and City Council Goals.
7. Deliver the Comprehensive Plan to the Planning Commission, Economic Development Commission, and City Council public hearings for recommendation and approval.
8. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Homer Comprehensive Plan will include, but not be limited to, the following tasks:

Task 1. Background Research and Analysis

In Task 1, the consultant will complete a review of all-relevant planning, financial, and development documents that relate to development, planning regulation, and protection of Homer’s built and natural environment. Examples of such documents include:

- 2018 Homer Comprehensive Plan Update
- Town Center Development Plan
- Homer Spit Comprehensive Plan
- Community Design Manual
- ADA Transition Plans
- Climate Action Plan
- Long Range Transportation Plan
- 2005 Homer Area Transportation Plan (currently being updated)
- Non-Motorized Transportation and Trails Plan (currently being updated)
- Adopted Water and Sewer Master Plan
- Census and growth projections
- Homer City Code (in particular Title 21 Zoning and Planning Code)
- Capital Improvement Plan/Legislative Requests/State Transportation Improvement Program Requests
- City of Homer Annual Budget
- Beach Policy
- Homer Land Allocation Plan
- 2022 Local Hazard Mitigation Plan
- State of Alaska tourism information
- State of Alaska planning enabling legislation
- Review of KPB planning and platting powers, with city granted planning powers of the city and extraterritorial power over the Bridge Creek Water Protection District

At the completion of Task 1 the consultant should be knowledgeable with the history, social and land use development patterns, culture, environmental opportunities/challenges, development constraints, infrastructure, and fiscal issues facing the City of Homer.

Task 2. Public Participation Process

The design of an effective public participation process is a critical element for the successful completion of the Homer Comprehensive Plan and Title 21, Zoning and Planning Code Updates. The consultant shall design and implement a public participation process that ensures members of the public are actively involved in the planning effort. The consultant should identify methods that do not require long standing commitments of time by members of the public yet provide for meaningful input. The use of charrettes/workshops, open houses, work sessions, online web pages/surveys, focus groups, and study circles or other suitable methods is encouraged. The consultant will work with City staff throughout the public participation process, to provide:

- Meeting Coordination
- Facilitation of Meetings
- Open Houses
- Advertisements
- Informational Handouts
- Newsletters and Other Mailings
- On-going Updates

The proposal shall identify the Public Participation Team that will be responsible for the production, publication, and distribution of informational materials and mailings. The Proposal shall include a

Public Participation Matrix, which identifies the expected points of engagement with the public, identifying the recommended roles for City staff, community stakeholders, and the consultant personnel. Page 15 of 22

Task 3. Site Analysis and Identification of Issues and Concerns

Task 3 utilizes information from the background research, site visits, and constraints mapping to analyze, and create maps and analysis illustrating the City's existing conditions. The mapping and analysis shall include:

- Brief Study Area Overview
- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Land Use and Community Design (including density, layout, and form)
- Housing
- Mobility and Transportation Network including parking
- Infrastructure (Gray and Green)
- Sustainability
- Environmental Issues/Hazards/Constraints including Flood Regulations
- Public Facilities and Services
- Recreation Facilities
- Economic Development/Opportunities
- Local Government Boundaries
- Slope Hazard Analysis

Key issues, concerns, and constraints shall be identified.

Task 4. Preparation of Goals, Objectives, and Recommendations

Based upon the information obtained in the previous tasks, the consultant shall collaborate with the community to develop goals, objectives, and recommendations.

Task 5. Development or re-development strategies

In addition, the consultant shall prepare an overall development and/or redevelopment strategy and more specific policies for the use of the land – utilization of city owned land, land acquisition and/or disposal strategies, infrastructure improvements, commercial areas, public open space, and facilities.

Task 6. Preparation of Future Growth and Development Alternatives

The consultant shall review projections of future population and economic growth and the resulting impact on land use and development patterns. Alternatives will include evaluation and discussion of future development, redevelopment, conservation practices, and impacts on public infrastructure.

The alternatives shall be described in both a narrative and graphic/mapping manner. The purpose of these alternatives is to allow the public to become more aware of the impacts of future growth in Homer

and to assist in developing goals, objectives, and recommendations. The identification of the most preferred development scenario is part of this task. Page 16 of 22

Task 7. Recommendations for Implementation

Task 7 shall consist of preparing recommendations for achieving the goals, objectives, and recommendations of the Comprehensive Plan Update. Standard implementation techniques such as zoning and subdivision regulation changes should be considered, as well as other techniques such as growth management, impact fees, encouraging walkable development centers or nodes, etc. In addition, this task shall result in the following:

- A timeframe for identified actions.
- A table allocating responsibilities for actions among the various governmental agencies and where applicable, not-for-profit organizations having interests in conducting the programs.
- A schedule of proposed Capital Improvement Projects.
- A general description of any land use development regulations or incentives that may be adopted by the City to achieve the goals, policies, and guidelines set forth in the plan.
- A description of other procedures that the City may use in monitoring and evaluating the implementation of the plan.
- A statement describing proposed programs of public services or changes in existing programs to include estimates of the needed increase in personnel, equipment, supplies, and related matters.
- The proposed development criteria to be incorporated into any recommended or existing land development regulations.
- Identification of potential funding sources for projects or other issues identified during the planning process.
- A description of measures to be implemented to promote economic, social, and environmental sustainability.

Task 8: Presentations

The consultant will be required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the plan when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; and Port and Harbor Commission may be warranted. A minimum of six presentations should be included with the possibility of more to be negotiated.

Task 9: Final Plan

Draft a final Comprehensive Plan based on findings from Tasks 1-8 working closely with City staff and providing an opportunity for public review and comments on draft version(s).

Project Schedule

The proposal should include a schedule of major milestones for a one-year project for Phase I. The City anticipates the schedule should include, but not be limited to, the following stages:

- Project Start-Up
- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Public Participation Process
- Task 3 – Site Analysis and Identification of Issues and Concerns
- Task 4 – Preparation of Goals, Objectives, and Recommendations
- Task 5 – Development or re-development strategies
- Task 6 – Preparation of Future Growth and Development Alternatives
- Task 7 – Recommendations for Implementation
- Task 8 – Presentations
- Task 9 – Final Plan

Deliverables

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All deliverables will be considered Works for Hire; that is, owned by the City of Homer upon payment of consultant's invoices.

Website with hyperlinks (to be kept current through the end of the consultant's contract)

Draft and Final Documents:

- Formatted for an 8 1/2" x 11" Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Monthly status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products
 1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files/.mxd. An Adobe PDF file is also required of any GIS map product.
 2. All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color
- 11" x 17", folded (maximum size for inclusion in a bound document)

Phase II: Title 21 Zoning & Planning Code Update

The project goals for updating the Title 21 Zoning and Planning code are:

1. Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code.
2. Identify best code format and create a new code that enables development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.
3. Align with and implement the vision of the Comprehensive Plan.
4. Conduct all public and key stakeholder outreach to better inform and guide the updated Title 21 Zoning and Planning Code.

5. Align the updated Title 21 Zoning and Planning Code to support implementation of related City plans such as Transportation Master Plan, Stormwater, and Water/Sewer Plan.
6. Present the updated Title 21 Zoning and Planning Code to the Planning Commission and City Council public hearings for recommendation and approval.
7. City staff will provide project support with a project manager, participation/facilitation in outreach events, and information/feedback to consultants.

The development of the Title 21 Zoning and Planning Code should include, but not be limited to, the following tasks:

Task 1. Data Collection, Background Research and Analysis

Conduct analysis utilizing existing maps for future development and/or potential infill and utilizing feedback from City staff along with constraints mapping. Existing conditions analysis and mapping should include the following (much of this task can utilize information developed in Phase I of the project):

- Key Demographic Considerations (summary of existing demographic information such as population, employment, housing, and projections)
- Existing Land Use(s)
- Existing Zoning
- Mobility and Transportation Network
- Infrastructure
- Environmental Conditions/Constraints

Task 2. Technical Review of Existing Code and Recommendations

Conduct a technical review to evaluate the strengths and limitations of the current Title 21 Zoning and Planning Code and make preliminary recommendations for updating and making the document consistent with overall City policies, including the goals of the Comprehensive Plan. Provide a review based on discussions with and feedback received from code administrators and code users including City staff, design professionals, and the local development community. The Project Team should also draw from its planning experience with other communities and knowledge of land use regulatory tools. The review should evaluate the suitability of the existing Zoning and Planning Code by determining deficiencies and inadequate elements that may create inconsistent interpretations. Submit a diagnostic report that also identifies the steps required to make the Zoning and Planning Code consistent with existing practices in the City, as well as national best practices.

Task 3. Public Participation Process

Provides for public/stakeholder participation to create the overall guiding vision for the new Zoning Code. This shall include providing for a public review of the draft code, as well as a public hearing process at the Planning Commission and City Council.

Task 4. Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type

Recommend the best code format and draft a new code that enables the vision and goals of the Comprehensive Plan to be implemented, while considering alignment with other City plans and goals.

Modernize the code by bringing the standards up to date by applying measures that reflect contemporary best practices, land use trends, and market demands, while improving efficiency and user friendliness into the code. Consider future development to take place as a mixture of uses, rather than large areas of single land use or Greenfield development.

Task 5. Draft Code

Draft a new code based on findings from Tasks 1-4 working closely with City staff and providing an opportunity for public review and comments of draft version(s). Provide how the draft code will be reviewed by legal experts.

Task 6. Presentations

The consultant is required to undertake a series of presentations at various stages of the planning effort to the Planning Commission and City Council. The purpose of these presentations is to provide information and obtain feedback. The consultant is also expected to present the code when formally reviewed and considered by the Planning Commission and City Council. Presentations to other boards and commissions, such as the Economic Development Advisory Commission; Parks, Art, Recreation, and Culture Advisory Commission; ADA Advisory Board and Port and Harbor Commission may be warranted. A minimum of four presentations should be included (identifying whether they are in-person or virtual) with the possibility of more to be negotiated.

Task 7. Final Code

Draft a final Zoning and Planning Code based on findings from Tasks 1-6, working closely with City staff and providing an opportunity for public review and comments of draft version(s).

Project Schedule

The proposal should include a schedule of major milestones for a 1-year project for Phase II. The City anticipates the schedule should include, but not limited to, the following stages:

- Project Start-Up
- Task 1 – Data Collection, Background Research and Analysis
- Task 2 – Technical Review of Existing Code and Recommendations
- Task 3 – Public Participation Process
- Task 4 – Preparation of Vision, Values, Goals, Objectives, and Recommendation for Code Type
- Task 5 – Draft Code
- Task 6 - Presentations
- Task 7 – Final Code

Deliverables

All documents, reports, studies, illustrations, and maps are to be produced in a digital and PDF format. Information will be transferred to the City electronically and 25 hard copies will also be provided. All work products will be considered Works for Hire; that is, owned by the City of Homer once the consultant's invoices are paid.

Draft and Final Documents:

- Formatted for an 8 1/2" x 11" Document with 3-ring binder
- Provide all electronic files used in the creation of the report and illustrations such as GIS Shapefiles, Word files, PDFs, PowerPoint, InDesign, Illustrator, Sketchup, etc.
- Publish Code online
- Monthly status reports

Maps in Documents should meet the following specifications:

- ESRI GIS Mapping Products
 1. ESRI Shapefile Format and any associated ArcGIS/ArcMap project files (.mxd). An Adobe PDF file is required of any GIS map product.
 2. All GIS data should be geo-referenced to NAD27, Alaska State Plane Zone 4
- Color
- 11" x 17", folded (maximum size for inclusion in a bound document)

III. General Requirements

The following information is presented as a general guideline for the preparation of the proposals, though not intended to be an exhaustive list of project requirements.

- A. It is the responsibility of the Proposers to estimate the actual level of effort required to complete the work.
- B. Homer will provide Over the Shoulder review of draft planning documents to provide timely comment and input.
- C. All deliverables shall be in a format and on media approved by the City. Upon completion, the City of Homer shall be furnished with digital files of all documents.

IV. Proposal Format and Content

Direct questions regarding this proposal to Ryan Foster, Special Projects Coordinator, City of Homer, (907) 299-8529 or rfoster@ci.homer.ak.us.

Proposals, which do not address the items listed in this section, may be considered incomplete and may be deemed non-responsive by the City.

PROPOSAL FORMAT

- A. Letter of Transmittal
- B. Proposed Work Plan
 1. Include a Work Plan that illustrates how you will perform the Work and demonstrates your understanding of the project
 2. Include a proposed schedule demonstrating how you anticipate the Work will flow so you can complete the project in a timely manner.

- 3. Include a communication strategy for project management and include any methods such as meetings, monthly reports, videoconferencing, FTP data transfer sites, and project websites.
- 4. Identify major challenges that might interfere with your ability to complete the project in a timely manner.

C. Fee Proposal and Rate Schedule

- 1. Submit a Fee Proposal to perform the Scope of Services described in your Work Plan.
- 2. Provide an exact statement of the services to be provided within the fees proposal and fee schedule to be used in billing for services, including out-of-scope services.
- 3. Provide a Fee Schedule showing fully loaded billing rates for the personnel who will be working on the Project.

D. Submit one (1) original and four (4) hard copies of the completed Proposal in a sealed, opaque envelope marked as follows:

**City of Homer
Comprehensive Plan and Title 21 Zoning and Planning Code Update**

PROPOSAL DATED _____, 2023.

Proposals will have the Proposers name and address in the upper left corner. The Proposals shall be addressed to:

City of Homer, City Clerk’s Office
491 East Pioneer Avenue
Homer, Alaska 99603

Proposals shall be received at the office of the City Clerk until **4:30 PM, January 20, 2023**. Any proposals not received by the date and time stated and marked with the City Clerk’s Office stamp will not be considered.

V. Evaluation Criteria and Selection Process

The City of Homer reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed.

A selection committee will evaluate the proposals and make a recommendation to the City Manager. The committee will use the following criteria in deriving a numerical score for each proposal:

- a. **Work Plan.** The various elements of the Work Plan will be evaluated for clarity, effectiveness, and compliance with RFP requirements.

Phase I: Comprehensive Plan

Task 1	100 Points
Task 2	100 Points
Task 3	100 Points
Task 4	100 Points
Task 5	100 Points

Task 6	100 Points
Task 7	100 Points
Task 8	100 Points
Task 9	100 Points

Phase II: Title 21 Zoning & Planning Code Update

Task 1	100 Points
Task 2	100 Points
Task 3	100 Points
Task 4	100 Points
Task 5	100 Points
Task 6	100 Points
Task 7	100 Points

b. **Schedule.** The Proposer’s Schedule will be evaluated for its expected ability to achieve the effectiveness results in a timely manner. 200 Points

c. **Price.** Evaluated based on the do not exceed amount of \$650,000 100 Points

TOTAL POSSIBLE POINTS = 1900

VI. Schedule

Proposals due:	4:30 pm	Date: January 20, 2023
Proposal Review Period:		Date: January 23-February 8, 2023
Notice of Intent to Award contract:		Date: February 9-10, 2023
City Council Award:		Date: February 27, 2023
Notice to proceed/Contract Signing		Date: February 28-March 3, 2023
Completion of contract:		Date: Two year or as extended



AGENDA ITEM REPORT

Resolution 23-018, A Resolution of the City Council of Homer, Alaska Authorizing a Task Order to HDR Engineering in an Amount Not to Exceed \$63,070 for Grant Writing Services for a FY2023 Federal Port Infrastructure Development Program (PIDP) Grant to Support Replacing Float Systems in Homer's Small Boat Harbor and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Jenny Carroll, Special Projects & Communications Coordinator
Through: Rob Dumouchel, City Manager

Issue

The purpose of this Memorandum is to recommend a Task Order to HDR Engineering to assist with a FY23 Federal PIDP Grant application, **pending** Council approval of Ordinance 23-12, which appropriates Port & Harbor Reserve Funds for this effort.

Background

Ordinance 22-39, adopted by City Council in August 2022 appropriated \$125,000 to support development and submission of grant applications under the Federal Infrastructure Investment and Jobs Act (IIJA). Some of these funds were used initially to develop an IIJA program strategic plan with HDR Engineering, which provided recommendations on pre-positioning and selecting IIJA opportunities for City projects based on grant competitiveness.

The PIDP was identified for the Harbor Float System Replacement Project. The application period for the FY 2023 PIDP Federal grant program opened at the end of January with an application due date of April 28, 2023. The window of availability of IIJA is an opportunity to leverage Federal funds for this important project.

A Resolution approving a Task Order to HDR Engineering is before you for consideration. The Tasks include conducting a Benefit Cost Analysis (a required element in the grant application) and, depending on the BCA outcome, develop a PIDP grant application for the Harbor Float Replacement project.

The scope of work (attached) is estimated not to exceed \$63,070 based on time and effort. Should Council approve, the Task Order will be negotiated with HDR based on staff capacity to take on any of the tasks.

- Conducting a BCA and determining if a PIDP application is a go or no-go;
- Developing the project, workplan, timeline, budget, and deliverables in consultation with the City;
- Managing the application process, including support letter solicitation and templates;
- Writing the narrative and appendices;
- Filling out forms required for application;
- Graphic design including custom images as needed;
- Several rounds of review of the application with City staff and HDR subject matter experts;
- Application debrief to garner lessons learned from funder's review, if necessary.

HDR's expertise in Federal transportation grants and their BCA technical know-how will benefit staff capacity. We anticipate City staff working with HDR will include Harbor administrative staff and Special Projects Coordinator, Jenny Carroll.

If City Council approves Ordinance 23-12 and this Resolution, staff will begin developing funding applications to the State Municipal Harbor Facilities Grant program, and potentially the Denali Commission to leverage additional match funds for the project.

Staff Recommendation:

Adopt Resolution 23-018 to authorize the City Manager to negotiate and execute a Task Order to HDR Engineering to assist with a FY23 PIDP Grant application in support of replacing Harbor Float Systems in critical and serious condition.

Attachments:

[Resolution 23-018](#)

[Draft Task Order 23-01 - PIDP Application & BCA - HDR](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Port Director

RESOLUTION 23-018

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA AUTHORIZING A TASK ORDER TO HDR ENGINEERING IN AN AMOUNT NOT TO EXCEED \$63,070 FOR GRANT WRITING SERVICES FOR A FY2023 FEDERAL PORT INFRASTRUCTURE DEVELOPMENT PROGRAM (PIDP) GRANT TO SUPPORT REPLACING FLOAT SYSTEMS IN HOMER’S SMALL BOAT HARBOR AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, Homer Harbor Float Replacement is a Legislative Priority project in the City of Homer FY24 Capital Improvement Plan; and

WHEREAS, Resolution 22-061 authorized a Task Order to HDR Engineering to develop an overall IIJA program strategic plan, which, when completed, recommended conducting a Benefit Cost Analysis (BCA) of the Homer Harbor Float Replacement Project and, if positive, applying for Federal PIDP funds in support of the project; and

WHEREAS, City Council adopted Ordinance 23-12 appropriating Port and Harbor Reserve funds for professional and technical assistance in support of securing nationally competitive Federal IIJA funds to help replace float systems in Homer Small Boat Harbor that are in critical and serious condition; and

WHEREAS, The three-month application period for the FY 2023 PIDP grant program opened in late January 2023 with an application deadline of April 28, 2023; and

WHEREAS, HDR Engineering has expertise with transportation infrastructure project analysis and developing Federal grant applications; and

WHEREAS, Administration requested a proposal from HDR Engineering for FY2023 PIDP grant writing support.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska authorizes a Task Order to HDR Engineering to assist the City with developing and writing a FY23 PIDP grant for the Homer Harbor Float Replacement project for an amount not to exceed \$63,070 and authorizes the City Manager to negotiate and execute the appropriate documents.

43 PASSED AND ADOPTED by the Homer City Council on this 27th day of February, 2023.

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CITY OF HOMER

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KEN CASTNER, MAYOR

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49 ATTEST:

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RACHEL TUSSEY, CMC, ACTING CITY CLERK

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54 Fiscal Note: Ordinance 23-12

TASK ORDER #22-01 IIJA Grant Assistance

This Task Order pertains to an Agreement by and between the City of Homer, (“OWNER”), and HDR Engineering Inc., (“ENGINEER”), dated February [REDACTED], 2023, (“the AGREEMENT”). Engineer shall perform services on the project described below as provided herein and in the Agreement.

PART 1.0 PROJECT DESCRIPTION

Conduct a benefit cost analysis (BCA) on Homer Harbor projects and manage production of and application for a fiscal year (FY) 2023 Port Infrastructure Development Program (PIDP) application.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER

Subtask 1: BCA for One Grant Application

Certain USDOT and Federal Emergency Management Agency (FEMA) grants require a detailed BCA. HDR economists will compare discounted benefits against discounted costs, with the goal of achieving a benefit-cost ratio of 1.0 or higher, summarizing its cost-effectiveness with a BCR and an estimate of net benefit that would arise from it. This BCA will match the project package to grant criteria. HDR’s local experts will advise on adjusting costs to account for Alaska’s short construction season, high mobilization costs, and other Alaska-specific factors.

1.1: BCA

Generally, HDR proposes a five-step process for this economic analysis:

STEP 1: DEFINE BASELINE AND ALTERNATIVE SCENARIOS

BCA guidance for many grants require that project benefits be estimated relative to a no-build scenario that factors in fewer capital-intensive improvements than the project being considered. Under this step, HDR will work with the City to clarify the baseline condition and the small number of possible alternatives for consideration.

STEP 2: IDENTIFY PUBLIC BENEFIT CATEGORIES

This step formalizes the public benefit categories to be evaluated. Public benefit categories will be mapped to long-term outcomes that relate directly to the grant scoring criteria.

Included in this step is a strategy session led by HDR, during which the various components of the project will be discussed to fully define which elements should be included in the project scope to maximize the probability of a grant award.

STEP 3: DEVELOP AND CODE BENEFIT-COST MODEL LOGIC

For each of the benefit categories identified in Step 1 above, HDR will develop logic models that represent the methodology used to monetize each project benefit. The logic model will be populated with

the most up-to-date information available. HDR will collect model inputs from a variety of sources, including the federal guidance and other project documentation.

STEP 4: PRODUCE BENEFIT-COST RESULTS, TEST SENSITIVITY OF RESULTS AGAINST KEY VARIABLES

In this step, HDR will flag key variables for testing, re-run the model, and generate results based on key material events (e.g., delay in implementation, significantly lower than anticipated traffic volumes, or changes in project costs).

STEP 5: ISSUE RESULTS

In this step, HDR will draft materials for inclusion in the grant application and in support of the findings described in the economics section of the application. Typically, a short document is drafted with key sections for input directly into the application document, and a second short appendix is drafted that can be posted online and referenced in the text of the document. The appendix describes the evaluation approach, describes the data and assumptions used, and presents the results of the sensitivity analysis conducted.

DELIVERABLES

- BCA demonstrating positive public economic outcomes
- BCA narrative and technical appendix
- Recommendation on next steps based on BCA results

1.2: Project Management

HDR will host a brief, BCA-focused meeting to discuss projects under review, available data, BCA approach, process of BCA evaluation, and workplan and schedule. This schedule will be used to monitor progress, identify critical path items, meet client deadlines, and document issues and concerns as they arise.

DELIVERABLES

- BCA kickoff meeting
- Brief meetings once weekly to coordinate on project progress
- Notes and action items from calls/meetings
- File management and online collaboration
- Monthly invoices and progress reports
- QA/QC

Subtask 2: PIDP Application

Provided the BCA supports application for PIDP funds, this scope describes HDR's approach to preparing a PIDP Planning Grant application to the FY 2023 funding opportunity.

We propose to coordinate and lead The City's PIDP application development process while working closely with City staff to agree on key strategic decisions. At least three rounds of review will confirm that the application captures the essence of The City's needs, plans, and expected impacts, and aligns with federal grant program priorities.

HDR's approach to grant writing can be summarized as follows:

2.1 Kick-Off Meeting, Grant Program Requirement Checklist, and Application Management

Working closely with The City's staff, HDR will discuss project selection and develop a unique work plan and schedule to address the specific application requirements, including grants.gov sign-up and all supporting documentation, data, and analyses. This schedule will be used to monitor progress, identify critical path items, meet client deadlines, and document issues and concerns as they arise.

HDR will hold a kickoff meeting to:

- Discuss project definition
- Address project benefits, drawbacks, and relevant documents; identify needed documentation and data; and potential for alignment with the program's merit criteria
- Confirm the approach to matching funds
- Prepare a project timeline and determine potential weaknesses in terms of administration federal discretionary grant funds and project definition; discuss these with a goal of identifying any actions that can be undertaken quickly to address potential reviewer concerns
- Begin developing the "story" or theme of the project to help it make a strong and memorable impact on reviewers; discuss how the project aligns with the grant program's criteria
- Develop a schedule for grant application; discuss the need to obtain letters of support; identify any actions that The City must quickly undertake to mitigate potential reviewer concerns

DELIVERABLES

- Grant application kick-off meeting
- Grant application work plan
- Brief meetings twice weekly to coordinate on grant progress
- Oversight and coordination of tasks required to complete high quality grant application
- Assistance preparing for grants.gov submission

2.2 Project Definition

HDR will work with City staff to define the project scope, timeline, budget, deliverables, and work plan to meet grant merit criteria.

This work will build off work performed in Subtask 1 and include a virtual work session with City staff as well as evaluation of existing project development documents.

Discussion will also include strategic recommendations from HDR for consideration by City staff related to applicable project development activities and match.

DELIVERABLES

- Work session
- Project scope, schedule, budget, and workplan for use in the application

2.3 Grant Application Narrative

HDR will develop an outline that summarizes each required section of the application, key themes for the project relative to that section, and excerpts from the NOFO to ensure that the narrative persuasively covers key grant scoring criteria. Our grant writing team will produce the narrative and supporting data analyses and guide The City in gathering relevant project documentation.

Concurrently, HDR's graphic designer will develop an application template that includes an attractive visual theme and will work with The City to develop appropriate maps, graphics, and photos that will create a lasting impression with design, images, and color.

Our team will deliver a draft version of the Application Narrative in MS Word for review and a final version of the Application Narrative in PDF for submission, including the Work Plan appendix and letters of support. We will work with The City to prepare for final submission at least a day before the application deadline, when City staff will upload the documents onto the grants.gov web portal.

DELIVERABLES

- Draft and final versions of a clear, concise, and complete narrative that answers all grant evaluation metrics
- Draft and final layout templates
- Up to 7 maps and graphics to support the narrative

2.4 Stakeholder and Legislative Outreach and Support

HDR will also support The City in outreach to key stakeholders and legislators to garner and document strong, specific support for the selected project. HDR will identify key stakeholders and assist The City in drafting support letters from the Congressional Delegation, state legislators, the Governor, and/or other stakeholders as requested.

DELIVERABLES

- List of key stakeholders
- Template letter of support with separate letters customized for each supporting entity

2.5 Post-Application Debrief

HDR will support The City in reaching out to the grant agency for an application debrief to garner lessons learned from the funder's project review.

DELIVERABLES

- Attendance at debrief meeting and a summary of lessons learned

PART 3.0 OWNER'S RESPONSIBILITIES

Owner shall provide:

- 1) Financial documentation
- 2) Project information and data
- 3) Liaison staff
- 4) PIDP application certification and submission

PART 4.0 DELIVERABLES AND SCHEDULE

Deliverables are detailed in subtasks above.

In HDR's experience, it typically takes between 400 and 500 hours to produce a competitive grant application and BCA.

HDR will perform the BCA (subtask 1) and most application (subtask 2) activities between **February XX, 2023** and the PIDP grant submission deadline of April 28, 2023. This task order will conclude after the application debrief, which is anticipated by November 30, 2023.

PART 4.0 PAYMENTS TO ENGINEER

Fee will be based on a not to exceed T&M contract price of \$ [REDACTED].

This Task Order is executed this [REDACTED]rd day of February, 2023.

City of Homer
"OWNER"

HDR Engineering, Inc.
"ENGINEER"

By: Rob Dumouchel

By: Matthew Stone, PE

Signature: _____
Title: City Manager

Signature: _____
Title: Alaska Area Manager/Vice President

DRAFT



AGENDA ITEM REPORT

Resolution 23-019, A Resolution of the City Council of Homer, Alaska Relinquishing its Privilege to Appoint a Community Representative to the Board of Directors of the Cook Inlet Aquaculture Association. Mayor.

Item Type: Resolution
Prepared For: City Council
Meeting Date: 27 Feb 2023
Contact: Ken Castner, Mayor

Summary Statement:

Mayor Castner has proposed Resolution 23-019 for City Council consideration and adoption.

Staff Recommendation:

Adopt Resolution 23-019

Attachments:

[Resolution 23-019](#)

**CITY OF HOMER
HOMER, ALASKA**

Mayor

RESOLUTION 23-019

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
RELINQUISHING ITS PRIVILEGE TO APPOINT A COMMUNITY
REPRESENTATIVE TO THE BOARD OF DIRECTORS OF THE COOK
INLET AQUACULTURE ASSOCIATION.

WHEREAS, The Cook Inlet Aquaculture Association (CIAA) is a “regional association” as defined in AS 16.10.380; and

WHEREAS, The City of Homer is a municipality located within the regional service area; and

WHEREAS, Local communities are defined as a user group, under AS 16.10.380 (3)(c), and the City of Homer, along with the City of Seward, the City of Kachemak, the Villages of Port Graham/Nanwalek, the Municipality of Anchorage, the Kenai Peninsula Borough and the Matanuska-Susitna Borough, have all been favored as communities eligible to appoint group representatives to serve as directors of CIAA; and

WHEREAS, While the City of Homer supports the CIAA goals of salmon enhancement and habitat protection, the decision-making fiduciary duties of establishing the means, methods, and financing to achieve those goals are too far removed from the municipal public policy guidance of the Homer City Council, and often are sources of regional or philosophical contention; and

WHEREAS, The City of Homer’s relinquishment of a group representative seat might allow another representative of the local communities group, or another group, to serve as a CIAA director.

NOW, THEREFORE, BE IT RESOLVED that the City of Homer relinquishes its privilege to appoint a representative to serve as a director of the Cook Inlet Aquaculture Association.

PASSED AND ADOPTED by the Homer City Council on this 27th day of February, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

43 ATTEST:

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46 RACHEL TUSSEY, CMC, ACTING CITY CLERK

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48 Fiscal Note: n/a



AGENDA ITEM REPORT

Resolution 23-020, A Resolution of the City Council of Homer, Alaska Approving a Five Year Land Lease Extension with the State Of Alaska Department of Transportation and Public Facilities (ADOT&PF) for the Homer Airport Terminal Building and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Julie Engebretsen, Economic Development Manager
Through: Rob Dumouchel, City Manager

Summary Statement:

The City of Homer has a 30 year agreement with the State of Alaska Department of Transportation and Public Facilities (DOT) for the Homer Airport Terminal Building. The City owns the building, and has a long term lease with the State for the land. The lease is nearing the expiration of the 30 year term. The City would like to exercise the option to extend the lease for a 5 year term; that is the maximum term available under our current lease agreement. The purpose of this resolution is to authorize the City Manager to enter in to a five year lease agreement, extending the terms of the City's existing lease.

Long term, the Administration intends to pursue a new long term lease of up to 30 years. To prepare for this, the City is in the process of identifying the improvements and investments the City will make to the terminal. Currently, Public Works is working on sidewalk, parking lot and ADA restroom designs and cost estimates. Staff is also researching the potential for a large grant that would cover a majority of the expenses; that grant cycle begins in the fall. Lastly, the current cooperative agreement with the State needs to be updated – it is likely not in compliance with modern FAA requirements. All of these topics are being worked on by various staff members, with the goal of having enough information by the fall to determine if a large airport terminal improvement grant is a reasonable goal. For now, continuing the existing lease for a five year term will keep things going for the City and the tenants at the airport terminal.

Fiscal Note:

The City pays a ground lease, and generates revenue from subleases. None of these of those numbers are expected to make a significant change in the near term.

Staff Recommendation:

Adopt Resolution 23-020

Attachments:

[Resolution 23-020](#)

[SOA & COH 1993 Land Lease Agreement](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 23-020

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A FIVE YEAR LAND LEASE EXTENSION WITH THE STATE OF ALASKA DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (ADOT&PF) FOR THE HOMER AIRPORT TERMINAL BUILDING AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City and the State entered into a thirty year lease for the City to construct and operate the Homer Airport Terminal Building on Airport property in 1993; and

WHEREAS, This lease is near expiration and the City can exercise the option of a five year lease renewal; and

WHEREAS, This five year agreement will allow the City to continue to plan for long term improvements such as ADA accessible restrooms and major maintenance projects with the intention of a new thirty year lease in the future.

NOW, THEREFORE, BE IT RESOLVED by the Homer City Council approves a five year land lease extension with the ADOT&PF for the Homer Airport Terminal Building and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 27th day of February, 2023.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

RACHEL TUSSEY, CMC, ACTING CITY CLERK

Fiscal Note: n/a

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

HOMER AIRPORT

LEASE NO. ADA-06600

LEASE AGREEMENT
LAND

This 30th day of March, 1993, the State of Alaska, Department of Transportation and Public Facilities, hereinafter called the Lessor, whose address is P.O. Box 196900, Anchorage, Alaska 99519-6900, and the City of Homer, hereinafter called the Lessee, whose address is 491 East Pioneer Avenue, Homer, Alaska 99603-7624 do enter into this agreement of 16 pages, including exhibit(s) and signature page(s), and agree as follows:

A. BASIC PROVISIONS

PREMISES

1. The Lessor leases to the Lessee, and the Lessee leases from the Lessor, the following described property, hereinafter called the "Premises", located on the Homer Airport, hereinafter referred to as the "Airport", in the Homer Recording District, Third Judicial District, Alaska:

Lot 5A, Block 800 consisting of approximately 162,882 square feet as shown on Exhibit "A", sheet 1 of 1, dated February 25, 1993, attached hereto and made a part hereof.

AUTHORIZED USES

2. This lease is issued for the following authorized uses:

The construction, operation, and maintenance of a public passenger/air cargo terminal building, aircraft loading and unloading of air cargo and passengers, vehicle parking, along with any function or service which is normally performed in a public terminal facility and is authorized under Title 17 of the Alaska Administrative Code.

TERM

3. The term of this agreement is 30 years, from the 30th day of March, 1993, to the 30th day of March, 2023.

RENT

4. (a) The annual rental for the Premises will be \$14,007.85, calculated at the rate of \$.086 per square foot per year payable annually, in advance, on March 30, 1993 and on the anniversary date of each year thereafter. Any additional fees will be specified in Special Covenants herein. All payments required by this lease must be made in U.S. currency.

(b) Checks, bank drafts, or postal money orders are to be made payable to the State of Alaska and delivered to Accounting Section, Department of Transportation and Public Facilities, P.O. Box 196900, Anchorage, Alaska 99519-6900, or any other address which the Lessor may designate in writing.

(c) All unpaid rents and fees will accrue interest at 10.5% per annum beginning thirty (30) days after payment is due.

(d) Any rent, charge, fee, or other consideration which is due and unpaid at the expiration, termination, or cancellation of this lease will be a charge against the Lessee.

(e) During the first five years of the term stated in Basic Provision No. 3, the Lessor may not change the rents or fees payable under this lease. At any time after the end of the fifth year of the lease term, the Lessor may, in its sole discretion, increase or decrease the rents or fees, provided that the Lessor may not change the rents or fees more than once in any 12 month period. Any change is effective upon written notice to the Lessee. If the Lessee believes that the changed rent exceeds the fair market rent for the Premises, the Lessee may appeal to the Lessor according to the following procedures:

(i) The Lessee must pay the changed rent beginning on the effective date stated in the Lessor's rent change notice and continue paying the changed rent throughout the appeal process.

(ii) Within 30 days after the date of the Lessor's written notice of the rent increase or decrease, the Lessee must submit a written appeal to the Lessor. The appeal must include the name, address, telephone number and professional qualifications of the real estate appraiser the Lessee intends to retain to perform a fair market rent appraisal of the Premises.

(iii) The Lessor will review the appraiser's qualifications and approve or disapprove the appraiser in writing to the Lessee. If the Lessor disapproves the appraiser, the Lessee will have 30 days from the date of the Lessor's written disapproval to continue the appeal by submitting the name, address, phone number, and professional qualifications of another appraiser.

(iv) If the Lessor approves the Lessee's appraiser, the Lessee shall, at the Lessee's sole expense, cause the Premises to be appraised according to appraisal instructions furnished by the Lessor;

provided that any appraisal shall exclude the value of any improvements constructed by the Lessee. The written appraisal must be received by the Lessor within 90 days following the date of the Lessor's written approval of the Lessee's appraiser.

(v) The Lessor will review the appraisal for conformance with the appraisal instructions and issue a written approval or rejection to the Lessee. Upon approval of the appraisal, the fair market rent determined by the appraisal will be the rent for the Premises, retroactive to the effective date of the Lessor's rent change notice. Rejection of the appraisal by the Lessor will constitute a denial of the Lessee's appeal.

(vi) The Lessor has no obligation to appraise the Premises under any circumstances.

B. GENERAL COVENANTS

IMPROVEMENTS

1. Any construction on the Premises must be neat, presentable, and compatible with its use and surroundings. Before placing fill material or beginning construction of any improvements on the Premises, the Lessee must first obtain the written approval of the Lessor in the form of an approved building permit. Detailed drawings of the proposed development on the Premises must be submitted to the Lessor. If a building is contemplated, the Lessee must also submit comprehensive structural drawings showing front and side elevation views and floor plan, materials to be used, dimensions, elevations, the location of all proposed utility lines, and any additional data requested by the Lessor. The Lessor will review and approve or disapprove the proposed construction. Approval will not be withheld except where proposed construction does not comply with valid engineering principles, fire or building codes, generally recognized principles of sound airport development, or the proposed construction is inconsistent with the purposes of this lease. The Lessee shall submit to the lessor evidence of the Lessee's compliance with the Federal Aviation Regulations, 14 C.F.R. Part 77, and all other municipal, state, or federal regulations governing construction of improvements on the airport.

2. No building or other permanent structure may be constructed or placed within ten (10) feet of any boundary line of the Premises. In addition, no building or other permanent structure may be constructed or placed within 975 feet of the airport runway centerline.

3. The Lessee, within sixty (60) days after completion of construction or placement of improvements upon the Premises, shall deliver to the Lessor an as-built drawing showing the location and

dimensions of the improvements, giving bearings and distances to an established survey point. Furthermore, if the Lessee constructs underground improvements the Lessee shall appropriately mark the surface of the land with adequate surface markers. The type, quantity, and distance between such markers will be subject to the approval of the Lessor.

LIVING QUARTERS

4. The establishment or maintenance of any kind of temporary or permanent living quarters on the Premises is expressly prohibited.

MAINTENANCE AND CONSTRUCTION

5. The Lessee shall keep the Premises and all improvements neat and presentable at the Lessee's own expense. The Lessee shall not strip, waste, or remove any material from the Premises without the prior written permission of the Lessor.

6. At no cost to the Lessor, all structures on the Premises must be painted, finished, or covered with a permanent exterior surface and be maintained by the Lessee.

7. At no cost to the Lessor, the Lessee shall provide for all utilities, services, and maintenance (including snow removal) as is necessary to facilitate the Lessee's use of the Premises.

8. The disposal on the airport of waste materials generated by the Lessee, including slash, overburden, and construction waste, is prohibited.

9. The Lessee agrees to coordinate its snow removal and maintenance activities on the Premises with the Lessor's Airport personnel. The Lessee further agrees to comply with all reasonable decisions and directions of the Lessor's Airport management personnel regarding snow removal, maintenance, and general use of the Premises by the Lessee, its agents, contractors or employees.

DISPOSITION OF IMPROVEMENTS

10. (a) At the expiration, termination, or cancellation of this lease, improvements or other property, real or personal, owned by the Lessee on the Premises will either:

- (i) be removed by the Lessee at Lessee's sole expense within thirty (30) days; or
- (ii) automatically vest in the Lessor; or
- (iii) with Lessor's consent, be sold to a succeeding Lessee

(b) The Lessor may grant additional time for the removal of improvements if hardship is established by the Lessee.

(i) if additional time is granted to Lessee to remove its improvements, Lessee hereby agrees to pay Lessor an administrative fee equal to 150% of an amount equal to the annual rent charged under the lease prorated for the number of days the Lessee's improvements remain on the Premises; however, no administrative fee shall be owed if Lessor consents to the sale of such improvements to a succeeding Lessee.

(ii) the granting of additional time for removal of Lessee's improvements does not operate as a renewal or extension of the term of the agreement but only creates a tenancy until the improvements are removed, or Lessee is given written notice that the extension period for the removal of the improvements has expired and title to all remaining improvements or property on the Premises vests in the Lessor.

11. Title to any improvements or other property owned by the Lessee which is not disposed of pursuant to General Covenant No. 10 will vest in the Lessor.

HAZARDOUS MATERIALS

12. If hazardous materials are handled on the Premises, the Lessee agrees to have properly trained personnel and adequate procedures for safely storing, dispensing, and otherwise handling hazardous materials in accordance with the National Fire Protection Code and all applicable federal, state, and local laws.

13. In the event of a hazardous materials spill on the Premises, the Lessee shall immediately notify the Lessor and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the Lessor and otherwise comply with the applicable portions of Title 17 and Title 18 of the Alaska Administrative Code.

14. The storage and/or sale of aviation, jet, or vehicle fuel or lubricating oils on the Premises is prohibited.

ENVIRONMENTAL INDEMNIFICATION

15. If contamination of the Premises or other properties by Hazardous Material otherwise occurs from the Lessee's operations on the Premises, the Lessee shall indemnify, defend, and hold the Lessor harmless from any and all claims, judgements, damages, penalties, fines, costs, liabilities, or losses, including, but not limited to, sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees, which arise during or after the term of this lease as a result of such contamination. This indemnification of the Lessor by the Lessee includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal, or restorative work required by any federal, state, or local governmental

agency because of Hazardous Material present in the soil or groundwater on or under the Premises or other affected properties. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises results in any contamination of the Premises or other properties, the Lessee shall promptly take all actions, at its sole expense, as is necessary to remediate the contamination and restore the area.

Remediation and restoration of the affected area must meet all applicable local, state, and federal laws and regulations and must meet the requirements of all governing regulatory authorities. Remediation and restoration of the affected area must not adversely impact the maintenance, operations, and future development of the Airport as determined by the Lessor.

LIABILITY

16. The Lessee shall indemnify, defend, and hold the Lessor harmless from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind resulting from or arising out of any act of commission or omission by the Lessee, its agents, employees, or customers or arising from or connected with the Lessee's use and occupation of the Premises or the exercise of the rights and privileges granted by this lease.

INSURANCE

17. (a) At no expense to the Lessor, the Lessee shall secure and keep in force during the term of this lease adequate insurance to protect both the Lessor and the Lessee against comprehensive general liability and property damage in no less than the following amounts:

- (i) Property damage arising from one occurrence in the amount of not less than \$1,000,000.00; and
- (ii) personal injury or death in an amount of not less than \$1,000,000.00 per person and \$3,000,000.00 per occurrence.

(b) The Lessee shall provide the Lessor with proof of insurance coverage in the form of an insurance policy or a certificate of insurance. All insurance required by this covenant must:

- (i) name the Lessor as an additional assured; and
- (ii) provide that the Lessor be notified at least thirty (30) days prior to any termination, cancellation, or material change in the insurance coverage.

(c) The requirement of insurance coverage does not relieve the Lessee of any other obligations under this agreement.

RENEWAL

18. In order to renew this lease, the Lessee must file a written application with the Lessor at least thirty (30) days before the expiration of the lease. The application must state the purpose of the renewal and any other information which the Lessor may require. Any filing fees or deposits which the Lessor then requires must be submitted with the application for renewal. The filing of an application which fully conforms to the requirements stated herein will extend the term, subject to written approval of Lessor, of this lease on a month to month basis until one of the following occurs:

- (a) a lease renewal document is executed by both parties;
- (b) the Lessor sends the Lessee written notice that the request for renewal has been rejected, stating the reasons for rejection; or
- (c) the Lessor sends written notice to the Lessee that by law, regulation, or the public interest, the Lessor is required to offer the lease at public auction.

HOLDING OVER

19. If the Lessee holds over and remains in possession of the Premises after the expiration of this agreement without a written renewal, the holding over will not operate as a renewal or extension of the term of this agreement but only creates a tenancy from month to month, regardless of any rent payments accepted by the Lessor. The Lessee's obligations for performance under this lease will continue until the month to month tenancy is terminated by the Lessor. The Lessor may terminate the tenancy at any time by giving the Lessee at least ten (10) days prior written notice.

ASSIGNMENT OR SUBLEASE

20. The Lessee may not assign nor sublet, either by grant or implication, the whole or any part of the Premises or any improvements thereon without the written consent of the Lessor. Any proposed assignment, lease, or sublease must be submitted to the Lessor for approval in four (4) originals, each bearing the original notarized signature of all parties. Lessor shall approve or disapprove in writing an assignment or sublease within thirty (30) days after its submission by Lessee and shall state the reasons for any disapproval. All covenants and provisions in this agreement extend to and bind the legal representatives, successors, and assigns of the parties.

CONDEMNATION

21. If the Premises are condemned by any proper authority, the term of this lease will end on the date the Lessee is required to surrender possession of the Premises. The Lessor is entitled to all the

condemnation proceeds except the Lessee will be paid the portion of the proceeds attributable to the fair market value of any improvements placed on the Premises by the Lessee according to the provisions of 17 AAC 40.330, amended. Rent will also be adjusted according to the provisions of 17 AAC 40.330, as amended.

CANCELLATION

22. The Lessor may cancel this lease and recover possession of the Premises by giving the Lessee thirty (30) days prior written notice upon the happening of any of the events listed below, unless the breach is cured within said thirty (30) days:

- (a) the Lessee's failure to pay when due the rents or fees specified in this lease, including any increases made pursuant to this lease;
- (b) the return of checks for insufficient funds for payment of rents or fees;
- (c) the use of the Premises by the Lessee for any purpose not authorized by this lease;
- (d) the filing of a petition in bankruptcy by or against the Lessee;
- (e) the entry by any court of a judgment of insolvency against the Lessee;
- (f) the appointment of a trustee or receiver for the Lessee's assets in a proceeding brought by or against the Lessee;
- (g) the failure of the Lessee to perform any provision or covenant in this lease.

VACATION

23. At the expiration, cancellation or termination of this lease, the Lessee must peaceably and quietly vacate the Premises and return possession to the Lessor. The Premises must be left in a clean, neat, and presentable condition to the satisfaction of the Lessor.

CANCELLATION BY LESSEE

24. The Lessee may cancel this lease by giving the Lessor at least thirty (30) days advanced written notice, provided however that if the Lessee's interest is encumbered by a mortgage or assignment for security, such cancellation shall not be effective without the written consent of the mortgagee or assignee delivered to the Lessor.

EASEMENTS

25. The Lessor reserves the right to make grants to third parties or reserve to the Lessor easements or rights of way through, on, or above the Premises, provided that no such easement or rights of way may be granted or reserved which unreasonably interferes with the Lessee's use of the Premises.

RESERVATION OF RIGHTS

26. The Lessor specifically reserves the right to grant to others the rights and privileges not specifically and exclusively granted to the Lessee. The rights and privileges granted to the Lessee in this lease are the only rights and privileges granted to the Lessee by this lease. The Lessee has no easements, rights or privileges, express or implied, other than those specifically granted by this lease.

DISCRIMINATION

27. The Lessee covenants and agrees that, with respect to Lessee's use of and operations at the Premises, discrimination on the grounds of race, color, religion, national origin, ancestry, age, or sex will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal or state law. The Lessee recognizes the right of the Lessor to take any action necessary to enforce this covenant, including actions required pursuant to any federal or state law.

AFFIRMATIVE ACTION

28. The Lessee agrees that it will undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person will be excluded from participating in any employment activities covered by 14 C.F.R. Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. The Lessee hereby agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by said subpart. The Lessee further agrees that it will require that its covered suborganization(s) provide assurance to the Lessor to the same effect that they will also undertake affirmative action programs and require assurances from their suborganizations, as required by 14 C.F.R. Part 152, Subpart E.

RADIO INTERFERENCE

29. At the Lessor's request, the Lessee shall discontinue the use of any machine or device which may interfere with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

EXECUTION BY LESSOR

30. This lease is of no effect until it has been signed by the Commissioner of the Department of Transportation and Public Facilities or its designated representative.

LAWS AND TAXES

31. This lease is issued subject to all requirements of the laws and regulations of the State of Alaska relating to the leasing of lands and facilities and the granting of privileges at State airports.

32. At no expense to the Lessor, the Lessee will conduct all activities or business authorized by this lease in compliance with all federal, state, and local laws, ordinances, rules and regulations now or hereafter in force which apply to the activities or business authorized herein or to the use, care, operation, maintenance, and protection of the Airport, including but not limited to matters of health, safety, sanitation, and pollution. The Lessee must obtain all necessary licenses and permits, pay all taxes and special assessments lawfully imposed upon the Premises, and pay any other fees and charges assessed under applicable public statutes or ordinances.

33. In any dispute between the parties, the laws of the State of Alaska will govern and any lawsuit must be brought in the Superior Courts of the State of Alaska, in the Municipality of Anchorage.

34. The Lessee agrees to notify the Lessor of any claim, demand, or lawsuit arising out of the Lessee's occupation or use of the Premises. Upon the Lessor's request the Lessee will cooperate and assist in the investigation and litigation of any claim, demand, or lawsuit affecting the Premises.

35. The Lessor makes no specific warranties, express or implied, concerning the condition of the property, including survey, access, or suitability for any use, including those uses authorized by this lease. The Lessee takes the Premises subject to any and all of the covenants, terms, and conditions affecting the Lessor's title to the Premises.

LIENS

36. The Lessee shall keep the Premises free of all liens, pay all costs for labor and materials arising out of any construction or improvements by the Lessee on the Premises, and hold the Lessor harmless from liability for any liens, including costs and attorney fees. By this provision, the Lessor does not recognize that it is in any way liable for any liens on the Premises.

NO WAIVER

37. The failure of the Lessor to insist in any one or more instances upon the strict performance by the Lessee of any provision or covenant in this lease may not be considered as a waiver or relinquishment for the future, but the provision or covenant will continue in full force. The waiver by the Lessor of any provision or covenant in this lease cannot be enforced or relied upon unless the waiver is in a writing signed on behalf of the Lessor.

MODIFICATION

38. The Lessor may modify this lease to meet the revised requirements of federal or state grants or to conform to the requirements of any revenue bond covenant to which the State of Alaska is a party, provided that a modification may not act to reduce the rights or privileges granted the Lessee by this lease nor act to cause the Lessee financial loss.

VALIDITY OF PARTS

39. If any provision or covenant of this lease is declared to be invalid by a court of competent jurisdiction, the remaining covenants and provisions will continue in full force.

INTERRELATIONSHIP OF PROVISIONS

40. The basic provisions, general covenants, special covenants, supplements, addendums, and drawings attached as exhibits are essential parts of this lease and are intended to be co-operative, to provide for the use of the Premises, and to describe the respective rights and obligations of the parties to this agreement. In case of a discrepancy, figured dimensions govern over scaled dimensions unless obviously incorrect. Special covenants govern over basic provisions, both of which govern over general covenants.

NATURAL DISASTERS

41. In the event any cause which is not due to the fault or negligence of either Lessee or Lessor renders the Premises unusable and makes the performance of this lease impossible, this agreement may be terminated by either party upon written notice to the other party. Causes include but are not restricted to acts of God or the public enemy, acts of the United States, fires, floods, epidemics, quarantine restrictions, or strikes.

NOTICES

42. Any notice required by this agreement must be hand delivered or sent by registered or certified mail to the appropriate party at the address set forth on page one of this lease or to any other address which the parties subsequently designate in writing.

INTEGRATION AND MERGER

43. This agreement sets forth all the terms, conditions, and agreements of the parties and supersedes any previous understandings or agreements regarding the Premises whether oral or written. No modification or amendments of this lease is effective unless in writing and signed by both the parties.

NATIONAL EMERGENCY

44. In case of any national emergency declared by the federal government, the Lessee may not hold the Lessor liable for any inability to perform any part of this agreement as a result of the national emergency.

APPROVAL BY LESSOR

45. Any approvals required of the Lessor by this lease will not be unreasonably withheld.

INGRESS, EGRESS

46. The Lessor reserves the right of ingress to and egress from the Premises and the right to enter any part of the Premises, including buildings thereon, for the purpose of inspection at any reasonable time. Except in the case of an emergency, all inspections will be coordinated with the Lessee in order to minimize interference with the Lessee's activities on the Premises.

SPECIAL COVENANTS

1. The Lessee hereby agrees to complete land development and construction of a passenger/air cargo facility on the Premises by no later than October 1, 1994. When completed, said land development and improvements must have an aggregate value of at least \$300,000. In addition to the as-built drawings required by General Covenant No. 3 herein, the Lessee must submit to the Lessor evidence that it has completed development and improvements on the Premises with an aggregate value of not less than \$300,000. Evidence of value shall consist of documentation that the Lessee has actually incurred costs for land development and improvements in an amount not less than the aggregate value set forth in this paragraph. Said as-built drawings and evidence of value must be submitted to the Lessor within sixty (60) days of the completion of said development and improvements, but by no later than December 1, 1994. Completion shall be defined as the date on which the architect of the passenger/air cargo facility issues a certificate of completion for that facility. Pursuant to Title 17, Alaska Administrative Code [17 AAC 40.330(b)], failure by the Lessee to fully comply with the requirements of this special covenant will be sufficient grounds for cancellation of the lease by the Lessor.

2. The Lessee hereby acknowledges the undeveloped condition of the Premises. Lessee is hereby authorized to place gravel fill on the Premises subject to General Covenant No. 1 herein, in such a manner that the surface drainage does not flow towards the aircraft apron or towards an adjoining lease lot unless such surface drainage is intercepted by a drain.

3. All costs associated with the purchase and placement of gravel fill on the Premises shall be the responsibility of the Lessee. All gravel fill must be obtained from an off-airport source.

4. The Lessee shall provide adequate auto parking space on the leased Premises for the needs of its business. The parking of vehicles owned and/or operated by the Lessee, its employees, customers, guests and invitees shall be limited to designated areas of the Premises and to such other areas on the Airport as may be designated in writing by the Lessor.

5. The Lessee and Lessor acknowledge that the Premises are unsurveyed, and the Lessee hereby agrees, at its sole expense, to cause the Premises to be surveyed by a Land Surveyor registered in the State of Alaska to establish the corners and boundaries of the Premises as shown on Exhibit "A" attached hereto, and to place suitable permanent markers on said corners and at other appropriate locations such that the leased Premises can be readily identified by others. The Lessee further agrees to complete said survey and submit a plat of survey to the Lessor by no later than July 1, 1992 or prior to the commencement of any construction on the Premises, whichever event occurs first. Said plat of survey must conform to the survey plat requirements attached to this lease as Exhibit "B." Said plat of survey must also provide survey ties to the centerline stationing of the Airport Runway. Upon approval of said plat by the Lessor, the Lessor and Lessee hereby agree to execute a supplement to this lease which shall amend the Premises description herein as appropriate to conform with said survey.

6. Use of the Premises for outside storage of junk, inoperative equipment, salvage aircraft parts or trash or debris of whatever kind is prohibited.

7. The Lessee is hereby required to operate its "terminal operation" business on the Premises on a continuous basis, uninterrupted by periods of non-operation exceeding 45 consecutive days or 60 aggregate days in a 365 day period effective the date of the Lease. This provision does not apply to any period during which the Lessee is unable to operate its business on the Premises as a result of an act or directive of the Lessor or other higher authority, or as a direct result of a natural disaster which affects the tenability of the Premises.

8. The Lessee hereby agrees to make space within the terminal building available, without discrimination, for use by air carriers and commuter airline operators for passenger related services, subject to space limitations. Provided that nothing in this covenant shall be construed as prohibiting the Lessee from charging reasonable rent or fees for such use of said terminal space.

9. The Lessee hereby agrees to limit the parking of light aircraft on the Premises to periods not to exceed two (2) hours. However, Lessee may authorize light aircraft to park on the Premises for periods exceeding two hours if the aircraft is having mechanical problems.

For purposes of this agreement, light aircraft mean any aircraft that has a Certificated Maximum Gross Take-off Weight of 12,500 pounds or less.

IN WITNESS WHEREOF, the parties hereto have set their hands and year stated in the acknowledgments below. Page 18 of 25

(CORPORATE SEAL)

LESSEE: City of Homer,

[Signature]

STATE OF Alaska)
) ss.
3rd)
(Judicial District or County)

THIS IS TO CERTIFY that on this 24th day of March, 1993, before me, the undersigned, a Notary Public in and for the State of ALASKA, duly commissioned and sworn, personally appeared Richard J. Letano, known to me and to me known to be an officer of the above mentioned corporation which executed the within instrument, and (he)(she) acknowledged to me that (he)(she) executed the same for and on behalf of said corporation, and that (he)(she) is fully authorized by said corporation so to do; and that the corporation seal affixed to said instrument is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]

Notary Public in and for: ALASKA
My Commission Expires: 01/07/95

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATE OF ALASKA)
) ss.
3RD JUDICIAL DISTRICT)

[Signature]

THIS IS TO CERTIFY that on this 25 day of March, 1993, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared Michael M. O'Brien, known to me and to me known to be the Chief, Leasing & Property Management, Department of Transportation and Public Facilities, and he acknowledged to me that he executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that he is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.

[Signature]

Notary Public in and for Alaska
My Commission Expires: 4/25/96

STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

SUPPLEMENT NO. 1

HOMER AIRPORT

AGREEMENT NO. ADA-06600

THIS SUPPLEMENT to Agreement No. ADA-06600, made and entered into by and between the State of Alaska, Department of Transportation and Public Facilities, hereinafter referred to as the Lessor, and City of Homer, whose address is 491 East Pioneer Avenue, Homer, Alaska 99603-7645 hereinafter referred to as the Lessee,

WITNESSETH:

WHEREAS, on the 3rd day of March, 1993, the parties hereto entered into a principal agreement, designated as Agreement No. ADA-06600, covering the following:

Lot 5A, Block 800 consisting of 162,882 attached to and made a part of the principal agreement; and

WHEREAS, the Lessor and Lessee desires to modify the above described principal agreement; and

WHEREAS, the parties find it will be to their mutual advantage to amend said Agreement;

NOW, THEREFORE, in consideration of the foregoing, the said Agreement is hereby amended in the following particulars only:

I. Basic Provision No. 2, AUTHORIZED USES is hereby amended to read:

2. "The construction, operation, and maintenance of a public passenger/air cargo terminal building, loading and unloading of air cargo and passengers, fuel storage and aircraft fueling subject to provisions herein, customer and employee vehicle parking, along with any function or service which is normally performed in a public terminal facility and is authorized under Title 17 of the Alaska Administrative Code, as amended."

II. General Provision No. 14, "HAZARDOUS MATERIALS" is deleted.

III. The following are hereby added to the principal agreement as Special Covenants Nos. 10 through 24:

REMEDIATION

10. Remediation and restoration of the affected area must meet all applicable local, state, and federal laws and regulations and must meet the requirements of all governing regulatory authorities.

11. In the event of a hazardous substance spill on the Premises, the Lessee will immediately notify the Lessor and act promptly to contain the spill, repair any damage, absorb and clean up the spill area, and restore the Premises to a condition satisfactory to the Lessor and otherwise comply with the applicable portions of Title 17 and Title 18 of the Alaska Administrative Code.

12. If a fuel spill is not immediately remedied to the satisfaction of the State, the State may take action to clean up the fuel spill. The Lessee will reimburse the State for the cost to clean up and restore the spill area.

ENVIRONMENTAL AUDIT

13. The Lessee will provide the Lessor all investigative data, test results, reports, and any other information gathered or analyzed as part of or in relation to any environmental site assessment, characterization or audit which the Lessee performs or causes to be performed on the Premises after the starting date of this lease. The Lessee will submit the data, result, report or information to the Lessor within 60 days following the date on which it becomes available to the Lessee.

FUELING REQUIREMENTS

14. The Lessee is authorized to store mobile fueler(s) on the Premises in accordance with the National Fire Protection Association codes and all applicable federal, state, and local laws, ordinances, and regulations.

15. Drip pans must be placed under the mobile fueler(s) to avoid ground contamination.

16. Placarding and signage of the fuel storage tank/mobile fueler(s) will include: "No Smoking" signs, the type of fuel, and specified volume or capacity of the tank(s) on all sides of the tank(s) and the owner, including name and contact number on at least two sides of the tank. The lettering must be at least 2" in height on a contrasting background.

17. All dispensing operations will meet current requirements for fuel dispensing and fire safety as described in the National Fire Protection Association Codes and other applicable federal, state, or local laws, regulations, and ordinances.

18. During aircraft fueling operations, all aircraft and fuel-dispensing apparatus must be bonded to a point or points of zero electrical potential.

19. Fire extinguishers of an adequate size and type must be within ready reach of all persons engaged in fueling operations.

20. The Lessee will provide petroleum product absorbent pads or similar equipment and materials on site, and in sufficient quantity so as to provide immediate clean-up capability should a spill of petroleum products occur.

21. The Lessee will keep all equipment used in conjunction with the Lessee's fueling operations on the airport in a safe and properly functioning condition.

22. At any time, the Lessor has the right to inspect all fuel-dispensing equipment used by the Lessee or its sub lessees on the airport to determine if the fueling equipment and operations conform to the applicable laws, regulations, and codes. Any corrective action deemed necessary by the Lessor will be accomplished by the Lessee prior to any further fuel dispensing operations.

FUEL SPILL PREVENTION AND RESPONSE PLAN

23. The Lessee or its sub lessees will establish a written fuel spill prevention and response plan. The plan will, at a minimum, set forth procedures to be followed while fueling and in the event of a fuel spill. Copies of the fuel spill prevention and response plan will be maintained at Lessee's place of business, as well as all fuel dispensing equipment.

24. The fuel spill prevention and response plan must be submitted to the Lessor for review prior to the commencement of any fuel dispensing on the Airport.

VI. The effective date of this supplement shall be February 28, 2002.

ALL OTHER TERMS, PROVISIONS, AND COVENANTS REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties hereto have set their hands on this day and year stated in the acknowledgments below.

STATE OF Alaska)
)ss.
Third Judicial District
(Judicial District or County)

LESSEE: City of Homer
BY: [Signature]
TITLE: City Manager

THIS IS TO CERTIFY that on this 22nd day of April, 2002, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Ronald D. Hoffman, known to me and to me known to be the person(s) named in and who executed the foregoing instrument, and (he)(she)(they) acknowledged to me that (he)(she)(they) signed the same as (his)(her)(theirs) free and voluntary act and deed with full knowledge of its contents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
Notary Public in and for: Alaska
My Commission Expires: 9-5-02

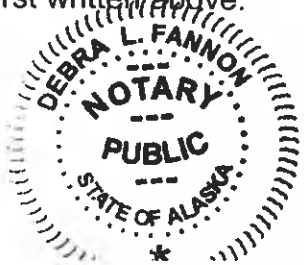
STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION
AND PUBLIC FACILITIES

STATE OF ALASKA)
)ss.
3rd JUDICIAL DISTRICT)

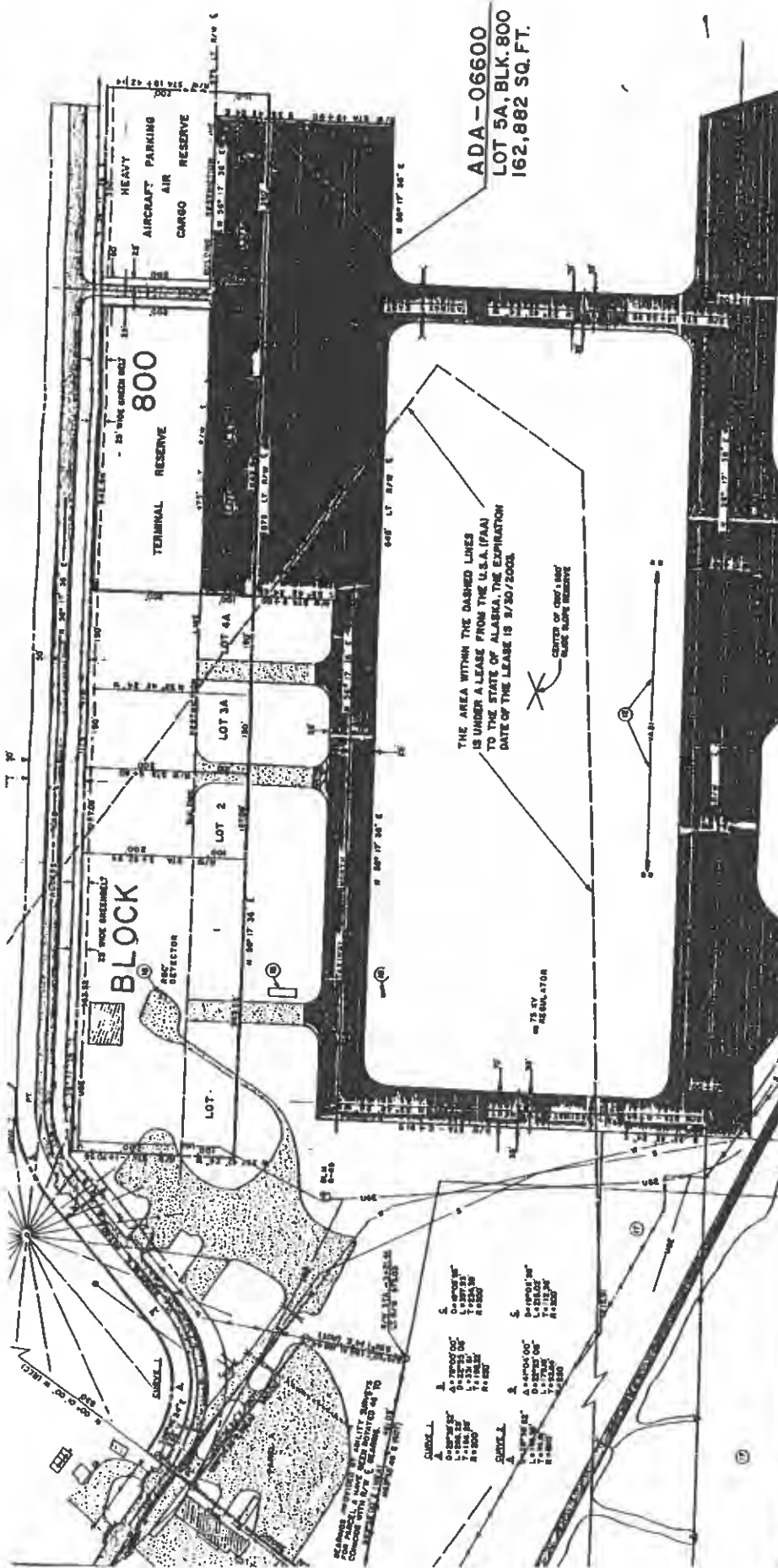
[Signature]

THIS IS TO CERTIFY that on this 19th day of April, 2002, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared: Robert L. North, Jr., known to me and to me known to be the Chief of Leasing & Property Management, Department of Transportation and Public Facilities, and (he)(she) acknowledged to me that (he)(she) executed the foregoing instrument freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, for the uses and purposes therein set forth and that (he)(she) is authorized by said State of Alaska so to do.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first written above.



[Signature]
Notary Public in and for the State of Alaska
My Commission Expires: 4-25-04



ADA - 06600
 LOT 5A, BLK. 800
 162,862 SQ. FT.

THE AREA WITHIN THE DASHED LINES
 IS UNDER A LEASE FROM THE U.S.A. (FAA)
 TO THE STATE OF ALASKA, THE EXPIRATION
 DATE OF THE LEASE IS 3/30/2008

CENTER OF GRAVITY
 BLOCK 800 RESERVE

75' IN
 REGULATOR

NOTES
 1. CHANGES TO THE HOMER AIRPORT PROJECT LAYOUT
 PLAN, SHEET OF 11, DATED 5/22/83
 AND THE HOMER AIRPORT IMPROVEMENT
 NO. 1 TRAINING LIGHTING PLAN, SHEET 2 OF 1,
 DATED 8/12/83

- LEGEND
- ROAD ASPHALT
 - HEAVY ASPHALT
 - CONCRETE
 - GRAVEL
 - GRADES CAP MONUMENT
 - ALL CAP

EXHIBIT "A"
 SCALE: 1"=200' EXHIBIT DATE: 2/25/93
 STATE OF ALASKA
 DEPT. OF TRANSPORTATION & PUBLIC FACILITIES
 AIRPORT LEASING
 HOMER AIRPORT

dated from Homer L.O. Sht. 3 of 5, signed and
 dated, 9/6/83.

Exhibit A is a graphic depiction of the Premises described in the lease. If it is an
 unsworn instrument, its actual location must be confirmed by a physical survey.

BY: DRAFTING *VG* LEASING *BM* APPROVAL *MMMG*

STATE OF ALASKA
 DEPARTMENT OF TRANSPORTATION
 AND PUBLIC FACILITIES
 AIRPORT LEASING
 HOMER AIRPORT
 BLOCK 800
 LAND OCCUPANCY

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

LEASEHOLD SURVEYS**SURVEY PLAT REQUIREMENTS**

To be acceptable, survey plats must be complete. To prevent the possibility of important details being omitted, the following checklist indicates the items that will be included on all survey plats. It is highly recommended that the surveyor contact the Airport Leasing staff prior to any field work.

- A. Unless otherwise authorized, the basis of bearing for the survey shall be runway centerline as established by State Airport survey control sheet. If centerline monumentation has been destroyed, surveyor shall reestablish monuments as indicated on State Airport survey control sheet. If an Airport does not have a survey control sheet the surveyor will be instructed on which information source to use.
- B. Lease lot plat shall show runway station and offset. If the lot bounds on an exterior boundary of the airport, lot will be tied by record bearing and distance to an established monument on the exterior boundary..
- C. Runway station and centerline offset data will be shown for at least one lot corner using Alaska State plane coordinates, if available.
- D. Dimensions and bearings of all lot boundaries will be indicated on the plat. Indicate Alaska State Plane grid bearing or true bearing and measured or recorded distances.
- E. Indicate area of lot or parcel (in square feet).
- F. Description of all monumentation set or recovered, for example: indicate rebar, copperweld, brass cap, etc.
- G. Show all structures located on the lot (size and location on lot with ties to lot boundaries).
- H. Show all existing utilities on the lot (label aboveground or underground).
- I. All plats must be drawn to a scale no smaller than 1" = 50'.
- J. Survey must be conducted by a surveyor registered in the State of Alaska and the plat must bear the surveyor's seal.
- K. In cases where a lease or permit includes a unique survey requirement (special ties, setback from road centerline, etc.) the plat must reflect that requirement.
- L. Tie the lease lot to any adjacent private property monuments within a 100-foot radius of the lease lot corner.
- M. A complete copy of the surveyor's field notes shall be submitted with each survey plat. No exceptions or deletions from the above requirements are allowed unless written permission has been obtained from Airport Leasing.

Revised 2/89

EXHIBIT B

To: Mayor Castner and Homer City Council
From: Scott Smith, Chair, Homer Planning Commission
Date: February 15, 2023
Subject: Planning Commission Report for City Council

Attending: Commissioners Highland, Venuti, and Stark via Zoom; Commissioner Smith, City Planner Abboud, Mayor Castner, Public Works Director Jan Keiser and Deputy City Clerk Krause in Chambers.

Commissioners Conley, Barnwell and Chiappone were excused.

Planning Commission Regular Meeting

AGENDA: Approved as Amended. Supplemental Item: RECONSIDERATION Resolution 23-015 of the City Council of Homer, Supporting Planning Commission Reconsideration of Forest Trails Subdivision Preliminary Plat, and Public Comment Received. Motion passed without objection.

PUBLIC COMMENTS: Via Zoom: Penelope Haas speaking for John Whittier in writing: not pleased with logging operation on Forest Trails Lot, impact to the creek and watershed, which shows a disrespect to the people of Homer and the land. Please consider tougher regulations about what can be done with vacant Lots. Ms. Haas expressed appreciation for the comments by Kachemak Bay Land Trust; hope there can be changes to Code which might include 50' buffer, Plat approval before clearing, Down-slope compensation guarantee, roads above wetlands minimized. Rika Mouw: Agreed with previous comments, property is poorly designed, creates low-quality lots for potential buyers, does not maintain integrity of the land, no regard for existing land use, better management of clearing before Plat Approval. In Chambers: Pat Case - Concerned about how this was presented to the Commission, there are multiple streams on this lot but only one shown on Plat; poor representation of water drainage, how water and sewer will be run through stream channel, significant slope on property not represented in Plat, questioned why trees were cleared prior to Plat Approval, why a gravel road, how to create pedestrian access on gravel road, and the need to raise the bar for subdivision development.

RECONSIDERATIONS: Reconsideration issued by Commissioner Venuti: AIR PC 23-012 Forest Trails subdivision Preliminary Plat. Motion was presented and approved without objection and therefore addressed under Pending Business Item 9A.

CONSENT AGENDA: Approved.

PRESENTATIONS: None.

REPORTS: Agenda Item Report PC 23-010, City Planners Report – City Planner Rick Abboud briefly highlighted various Ordinances; Permitting Software, Transportation Plan, and Clearing and Grading update. He introduced the Safe Streets for All efforts – an effort to improve road safety for pedestrians.

PUBLIC HEARINGS: None.

PLAT CONSIDERATIONS: None.

PENDING BUSINESS:

- A. Reconsideration: Forest Trails Subdivision Preliminary Plat, Agenda Item Report – PC 23-007 with Supplemental Packet 020123:** Motion from the February 1, 2023 meeting was restated by the Chair for the record. Contributors to the discussion included Mayor Castner, Jan Keiser, Commissioners Highland, Venuti, Stark, and Smith, and City Planer Abboud. Discussion points included the lack of significant information on the Plat including: drainage, water and sewer details, design and location of bridges across the creek(s), non-motorized transportation plan elements, elevations, and Utility details. Director of Public Works Jan Keiser requested more time to evaluate this Plat.

After considering the discussion, a Motion for Postponement was presented and passed without objection. This Item will be on the March 15 Agenda.

NEW BUSINESS:

- A. Agenda Item Report PC 23-011, Ordinance 22-42(S-3) and Representative Development Agreement:** This is an informational item at the request of Chair Smith about Ordinance 22-42. Since the Commissioners did not have a copy of the ordinance in their Code Books to see the actual language, he requested a copy of the Ordinance to assist with the Reconsideration of the Forest Trails Subdivision.

COMMENTS OF THE AUDIENCE: Penelope Haas offered thanks for the reconsideration and encouraged the promotion of Public Support of the process. Pat Case emphasized that it is a public desire for more walkability in Homer. Scott Adams was happy to see the Commission take a step back and create the timing needed to better evaluate the Plat.

COMMENTS OF THE STAFF/COMMISSION: Commissioner Stark has been trying to think like a member of the public about these issues. The public might like more ability to comment on the Plat process and that there needs to be continued effort to keep the balance between developing Homer and keeping it “Homer”. Commissioner Smith thanked the many people who attended and contributed. He also encouraged Commissioners to move beyond using Zoom for meeting attendance and come to Chambers, unless there were significant health concerns.

Next Meeting: March 1, 2023 Work Session at 5:30 p.m. with Regular Session at 6:30 p.m.



AGENDA ITEM REPORT

Ordinance 23-08, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 21.20, Town Center District. Planning Commission.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Rick Abboud, City Planner

Summary Statement:

Due to a typographical error found in Ordinance 22-68A, two uses were listed in two separate classifications in the Town Center District. A review of the staff report and minutes makes it clear that the intention of the Planning Commission was to strike the uses from Conditional Uses and Structures and add them to the Permitted Uses and Structures section.

The Commission reviewed the proposed ordinance at their meeting of January 4 and held a Public Hearing on the item at their meeting on January 18th where the Commission voted with unanimous consent to recommend that the City Council adopt the proposed ordinance.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-08 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-08](#)

[Planning Commission Meeting Backup](#)

**CITY OF HOMER
HOMER, ALASKA**

Planning Commission

ORDINANCE 23-08

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
AMENDING HOMER CITY CODE SECTION 21.20, TOWN CENTER
DISTRICT.

WHEREAS, It is in the interests of the City to make allowances for uses in districts according to the guidance set forth in the 2018 Homer Comprehensive Plan and the purpose of the district described in Homer City Code; and

WHEREAS, The Homer Planning Commission, using the guidance of the 2018 Homer Comprehensive Plan and the Purpose statement in code for the zoning district, has identified conditional uses and structures that would be more appropriately listed as permitted uses; and

WHEREAS, The Town Center District has adopted extensive regulations including architectural standards and site development standards which provides adequate measures applicable to all developments; and

WHEREAS, The proposed ordinance clears up unintended conflict of uses.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Homer City Code Chapter 21.20, Town Center District is amended to read as follows:

21.20.030 Conditional uses and structures.

The following uses may be permitted in the Town Center District when authorized by conditional use permit issued in accordance with Chapter 21.71 HCC:

a. Planned unit developments, limited only to uses otherwise permitted in this district;

~~b. Indoor recreational facilities;~~

eb. Light or custom manufacturing, repair, fabricating, and assembly, provided such use, including storage of materials, is wholly within an enclosed building;

~~dc.~~ Other uses approved pursuant to HCC 21.04.020;

~~e. Outdoor recreational facilities;~~

[Bold and underlined added. Deleted language stricken through.]

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~~fd.~~ Customary accessory uses to any of the permitted uses listed in the TCD district; provided, that a separate permit shall not be issued for the construction of any type of accessory building prior to that of the main building;

ge. One wind energy system having a rated capacity exceeding 10 kilowatts; provided, that it is the only wind energy system on any capacity of the lot.

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

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

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

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSON, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:



AGENDA ITEM REPORT

Correction of Town Center District Uses and consideration of multiple dwellings in Residential and Central Business Districts.

Item Type: Action Memorandum
Prepared For: Planning Commission
Meeting Date: 04 Jan 2023
Staff Contact: Rick Abboud, City Planner
Department: Planning
Attachments: [Draft Ordinance 23-xx](#)

Summary Statement:

After adoption of Ordinance 22-68(A), I found a typo error and an opportunity for clarification. I have found an-inadvertent oversight where the indoor and outdoor recreational facilities uses were added to conditional uses in the Town Center District and were not deleted from the list of permitted uses and structures in the district. Additionally, questions regarding the amount of dwellings in the districts where up to four structures/units are allowed to be permitted outright were raised.

Analysis

The conditionally permitted items is easily cured by the by the attached simple amendment deleting them.

The issue raised about multiple structures is discussed below.

Rural Residential

Allowance for dwellings depends of delivery of water and sewer. If one has city water and sewer services, they have an allowance for a dwelling per 10,000 square feet of lot. If someone has just water or just sewer service they have an allowance for one dwelling per 20,000 square feet. If one has access to neither city water nor sewer they have an allowance of 40,000 square feet per dwelling.

The new code provides an allowance for multiple structures, *“Up to four dwelling units, excluding mobile homes, on a lot subject to the requirements of HCC 21.12.040 and located in an area*

depicted for Urban Residential zoning by the Future Land Use Map in the 2018 Homer Comprehensive Plan.”

The code, when applied in entirety, adequately addresses density and site development standards. The spatial requirements dictate that, in any event, no more dwelling units than prescribed in code are allowed (as described above). The allowance for duplex or multi-family structures in addition to single-family structures could limit site impact when compared with single unit structures (which is the preferred choice, so far). I believe it is the best policy that 4 dwelling units are allowed in any format that is allowed in the district. This provides developers with a choice to consider options that may minimize overall site impacts. In any event, one could not exceed the number of dwellings allowed dependent on water and sewer service. Below are the definitions of the dwellings permitting in all the districts where up to four structures are a permitted use.

“Dwelling” or “dwelling unit” means any building or portion thereof designed or arranged for residential occupancy by not more than one family and includes facilities for sleeping, cooking and sanitation.

“Dwelling, duplex” means a building designed or arranged for residential occupancy by two families living independently, the structure having only two dwelling units.

“Dwelling, multiple-family” means a building or a portion thereof designed for residential occupancy by three or more families living independently in separate dwelling units.

“Dwelling, single-family” means a detached dwelling unit designed for residential occupancy by one family.

Urban and Office Residential Districts

Here the question of dwelling density was brought up.

The language is under permitted structures and uses states, *“Up to four buildings on a lot for use as dwelling units subject to HCC 21.14.040(a)(2)(a) and (b), excluding mobile homes.”*

Requirements for permitted multi-family:

21.14.040(a)(2)(a) and (b),

a. The total floor area shall not be more than four-tenths the lot area;

b. The total open area shall be at least 1.1 times the total floor area. Open area is any portion of the lot not covered or used for parking spaces and maneuvering.”

Current regulations address acceptable densities. In these districts, single-family, duplexes, and multi-family dwellings are allowed as permitted structures. When up to four buildings are proposed,

they are required to meeting the floor area ratios stated above for multi-family dwellings. This does not introducing a greater allowance for development, it makes an allowance for additional formats in which to deliver multiple dwelling units. The intensity of the use is not any different than that of what is permissible in a multi-family scenario. In these districts one could find single-family dwellings that exceed the floor area ratio for multi-family structures. It is appropriate to have allowances for similar uses and structures that are permissible in the district.

Central Business District (CBD)

Here the permitted uses and structures allows, “Up to four buildings on a lot excluding mobile homes, except as provided for in HCC 21.18.030.” HCC 21.18.030, Conditional Uses and Structures does require a conditional use permit (CUP) for more than 4 buildings. There are no restriction that limits this to dwellings only, as both residential and commercial development is allowed in the district.

To consider the effect of the change we must look at all the applicable regulations. In the CBD, a level two site plan per HCC 21.50.030 is applicable. This section of code regulates disturbances including provision for slopes, drainage, development activity plans, storm water plans, and landscaping requirements. Additionally, per HCC 21.18.040(d), if all buildings combined were over 8000 square feet or the building area was in excess of 30% of the lot, a CUP is required. Nothing about site development requirements would change except that one could add up to four separate structures without a CUP, if the development did not trigger the requirement provided in other provisions of code. The provision in applicable to both dwellings and commercial structures.

In consideration of the options for ‘up to four structures’, I find that the code change is beneficial to the City of Homer. The changes make it less onerous to develop in an acceptable fashion in accordance to long-standing development regulations, a new format is allowed that is not introducing additional allowances for density or site development. It also supports an avenue for possible provisions of affordable housing options.

Staff Recommendation:

Review the proposed amendment and recommend a public hearing.

Attachments:

[Draft Ordinance 23-xx](#)

City Planner Abboud reviewed his staff report that was presented in the packet and responded to questions from the Commission regarding Army Corps of Engineers and wetlands permits in the City, new Planning permitting software, and status of the RFP for Title 21 and Comprehensive Plan re-writes.

8. PUBLIC HEARING(S)

9. PLAT CONSIDERATION(S)

10. PENDING BUSINESS

10. A. Correction of Town Center District Uses and Consideration of Multiple Dwellings in Residential and Central Business Districts.

City Planner Abboud reviewed the staff report that was included in the packet.

Commissioner Barnwell addressed the importance of the Comprehensive Plan update related to zoning matters and the zoning map, and that the Planning Commission needs to be involved in the process.

Commissioner Highland shared her concern with multiple dwellings or multifamily dwellings in rural residential due to increased traffic, increased people in the area, but also recognizes there's an increase in population in the area that's affecting things.

HIGHLAND/VENUTI MOVED TO FORWARD THE DRAFT ORDINANCE AMENDING HOMER CITY CODE SECTIONS 21.12 RR D 21.14 TC DISTRICT AS PRESENTED TO PUBLIC HEARING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

11. NEW BUSINESS

12. INFORMATIONAL MATERIALS

12. A. Planning Commission 2023 Calendar

13. COMMENTS OF THE AUDIENCE

14. COMMENTS OF THE STAFF

City Planner Abboud and City Clerk Jacobsen had no comments.

COMMENTS OF THE COMMISSION

Commissioner Highland commented here we are in 2023, so onward and outward.



AGENDA ITEM REPORT

Ordinance 23-xx, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 21.20, Town Center District Correcting Duplicate Uses. Planning Commission.

Item Type: Action Memorandum
Prepared For: Planning Commission
Meeting Date: 18 Jan 2023
Staff Contact: Rick Abboud, City Planner
Department: Planning
Attachments: [Planning Staff Review Memo](#)
[Draft Ordinance 23-xx](#)

Summary Statement:

Introduction

After adoption of the ordinance, I found a typo error. The uses of indoor and outdoor recreational facilities were added to permitted uses in the Town Center District and were not struck from the list of conditional uses and structures in the district.

Analysis

The issue of not striking the conditionally permitted items is easily cured by striking them. After reviewing the backup material including the meeting minutes it is clear that the intention of the Commission was to move the uses to “permitted” from “conditional” uses and structures.

Briefly, it was found that adequate regulations exist to allow facilities to be developed according to existing regulations and forego Conditional Use Permits (CUP’s). Many characteristics including guidelines for architecture and landscaping are found to apply to permitted uses and structures. These guidelines ensure that development will reflect the intent of the district.

Staff Recommendation:

Planning staff has reviewed the ordinance per HCC 21.95.040 and recommends the Planning Commission conduct a public hearing, and recommends approval to the City Council.

Attachments:

[Planning Staff Review Memo](#)

[Draft Ordinance 23-xx](#)



City of Homer

www.cityofhomer-ak.gov

Planning
Page 3 of 6
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(f) 907-235-3118

MEMORANDUM

TO: Homer Planning Commission
FROM: Rick Abboud, AICP, City Planner
DATE: January 9, 2023
SUBJECT: Planning Staff review of draft ordinance removing duplicate references to uses in the Town Center District

Planning Staff review per 21.95.040

21.95.040 Planning Department review of code amendment

The Planning Department shall evaluate each amendment to this title that is initiated in accordance with HCC 21.95.010 and qualified under HCC 21.95.030, and may recommend approval of the amendment only if it finds that the amendment:

a. Is consistent with the comprehensive plan and will further specific goals and objectives of the plan.

Analysis: The proposed amendment aligns with Goal 3, Objective A, create a clear, coordinated regulatory framework that guides development. Removing the duplicate listed uses implements the changes recommended by the Commission and adopted by the Council and clearly up conflict in the code.

Finding 1: The proposed amendment is consistent with the Comprehensive Plan.

b. Will be reasonable to implement and enforce.

Analysis: The proposed ordinance clears up confusion and contradiction in code.

Finding 2: The proposed ordinance will be reasonable to implement and enforce.

c. Will promote the present and future public health, safety and welfare.

Analysis: The proposed ordinance allows for development according to established standards in Homer City Code found appropriate for the in the district.

Finding 3: The proposed ordinance will promote the present and future public health, safety, and welfare.

d. Is consistent with the intent and wording of the other provisions of this title.

Analysis: The ordinance has been reviewed for consistency for its use in title 21 and has not been found to be in conflict with other regulations.

Finding 4: The proposed ordinance is consistent with the intent and wording of other provision in Title 21.

STAFF COMMENTS/RECOMMENDATIONS:

Planning staff has reviewed the ordinance per HCC 21.95.040 and recommends the Planning Commission conduct a public hearing, and recommends approval to the City Council.

City Planner Abboud reviewed his staff report that was presented in the packet. He requested a volunteer for the February 13, 2023 Council meeting.

Commissioner Venuti commented on the importance of having a report from the Commission and if someone does not show the Commission should submit a written report.

Chair Smith responded that he submits a written report and it was just a coincidence that Commissioner Stark was unavailable and the Clerk was out of town that his report did not get submitted for the last Council meeting.

Commissioner Barnwell stated that he was actually scheduled to report for the last Council meeting but was unable to attend due to his wife's health issues but concurred with Commissioner Venuti on the importance of a written or verbal report submitted to Council for each meeting.

Commissioner Highland commented on the integrity of the Chair and if he stated that a report was submitted then it was and it just did not make it to the Clerk for the supplemental packet. She then questioned the City Planner if he received her application for the APA membership.

City Planner Abboud confirmed that he received her application. He then responded to comments and questions from the Commission on the following:

- Presentation on Housing Forum
 - o Housing Forum demographics used
 - o Involvement with the Kenai Peninsula Housing Coalition
 - o Possible Moratorium on AirBnB's
 - o Business Licensing within City Limits
- Port & Harbor Worksession and the role that HDR played and obtaining a copy of the presentation
 - o Presentation should be available on the city website for that meeting date
- Planning Commission decision to deny permit for preliminary plat last September was approved by the Borough Planning Commission.
 - o Requesting training on that topic so the Commission is better informed
- Information in the City Manager's report that City Hall was once a bank

8. PUBLIC HEARING(S)

8.A. Ordinance 23-xx, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 21.20, Town Center District Correcting Duplicate Uses. Planning Commission.

Chair Smith introduced the topic and deferred to City Planner Abboud.

City Planner Abboud provided his Agenda Item Report 23-04, noting that this was coming back to the Commission because the uses of indoor and outdoor recreational facilities were added to permitted uses in the Town Center District and were not struck from the list of conditional uses and structures in the district.

Chair Smith opened the Public Hearing. Hearing and seeing no one in the public wishing to provide comment he closed the public hearing and opened the floor to comments and or questions from the Commission.

Commissioner Highland noted that on line 50 it stated one wind energy system having a rated capacity exceeding 10 kilowatts and questioned if that should be corrected to state “not exceeding”?

City Planner Abboud pointed out that it is correct as it is under Conditional Uses and structures.

Chair Smith called for a motion and second.

HIGHLAND/VENUTI - MOVED TO ADOPT STAFF REPORT PC23-03 AND RECOMMEND APPROVAL OF THE DRAFT ORDINANCE AMENDING HOMER CITY CODE SECTION 21.20, TOWN CENTER DISTRICT, CORRECTING DUPLICATE USES (AS PRESENTED or AMENDED) AND FORWARD TO CITY COUNCIL FOR APPROVAL.

There was no further discussion.

VOTE: NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

9. PLAT CONSIDERATION(S)

10. PENDING BUSINESS

11. NEW BUSINESS

11.A. Shed Roof Design in the City of Homer

Chair Smith introduced the topic and deferred to the City Planner.

City Planner Abboud stated that he had assigned this topic to the Associate Planner Vaz and deferred to her.

Associate Planner Vaz provided a review of Agenda Item Report 23-05 for the Commission. She noted that the city does not have an adopted residential building code at this time. Ms. Vaz included examples of more prescriptive design requirements from other communities. She recommended that the Commission could request additional research be done or that the issue could be addressed during the Comprehensive Plan development with public outreach and input on the subject.

Chair Smith provided the reason to bring this topic before the Commission for discussion and requested their input going forward or not.

Discussion ensued by the Commissioners with each member providing their opinion on design requirements in relation to shed roof design elements. It was agreed by consensus that the Commission did not want to take any further action and it was not a topic that was a responsibility of the Commission at this time.

Associate Planner Vaz was complimented on her thorough and concise reporting on the topic and the Commission expressed looking forward to working with her in the future and welcomed her to the Planning Department and Homer.



AGENDA ITEM REPORT

Ordinance 23-09, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$40,000 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purchase of an Arctic Shark Ice Removal Attachment and Authorizing a Sole Source Purchase from Ultramech, LLC. City Manager/Public Works Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Jan Keiser, Public Works Director

Issue:

The purpose of this Memo is to recommend award of a Purchase Order for an Arctic Shark Ice Removal Attachment.

Background:

The freeze-thaw weather conditions we have been experiencing is causing drainage ways and snow on roadways to melt, flow and then, freeze on the roads, sidewalks and paths. This is causing havoc throughout our road system, despite our best efforts to keep up with sanding and use the graders to gouge out the hard packed snow and ice. Not only is sanding often a losing battle because the sand either washes away when it melts or gets glaciated over when it freezes, but the graders are suffering because they are not meant for this type of duty. We are spending more time and money on grader repairs.

We have found an ice-breaking attachment, called an Arctic Shark that fits on our loader that churns up the ice, much like a rototiller churns up sod. Treating the road like this allows us to scrape up the ice chunks and remove them from the road. Plus, it is easier for remaining ice to melt when temperatures rise above freezing. The vendor that sells Arctic Sharks brought one to the peninsula a week ago and demonstrated it on Hazel Avenue. It was amazing! It broke up the ice into pieces you could make margaritas out of. A week later, the area where the ice was broken up shows dry, ice-free pavement. The areas where the ice was not broken up still have a glaze of ice on them.

This procurement qualifies as a sole source because no other vendor in Alaska sells the Arctic Shark.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-08 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-09](#)

[Financial Supplement](#)

[Arctic Shark photo](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager
Public Works Director

ORDINANCE 23-09

A ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$40,000 FROM THE FROM THE GENERAL FUND FLEET CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURCHASE OF AN ARCTIC SHARK ICE REMOVAL ATTACHMENT, AND AUTHORIZING A SOLE SOURCE PURCHASE FROM ULTRAMECH LLC.

WHEREAS, The freeze-thaw weather conditions Homer has been experiencing is causing drainage ways and snow on roadways to melt, flow and then, freeze on the roads, sidewalks and paths, causing hazardous driving conditions throughout Homer’s road system; and

WHEREAS, Staff has located an ice-breaking attachment, called an Arctic Shark that churns up the ice, much like a rototiller churns up sod enabling crews to scrape up the ice chunks and remove them from the road and making it easier for remaining ice to melt when temperatures rise above freezing; and

WHEREAS, Staff have observed the Arctic Shark in action on a Homer road and conclude it would be highly effective in Homer; and

WHEREAS, Funds are available in the Fleet CARMA Fund to cover the \$40,000 purchase; and

WHEREAS, This procurement qualifies as a sole source because ULTRAMECH is the only vendor in Alaska sells the Arctic Shark.

NOW THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by appropriating \$40,000 for the purchase of an Arctic Shark Ice Removal Attachment as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
152	Arctic Shark	\$40,000

Section 2. The City Manager is authorized enter into a sole source contract with ULTRAMECH to purchase the equipment.

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

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

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSENT:

ABSTAIN:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Purchase of an Arctic Shark</u>	DATE	<u>02/07/2023</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 40,000</u>		

DESCRIPTION	<p>The freeze-thaw weather conditions Homer has been experiencing is causing drainage ways and snow on roadways to melt, flow and then, freeze on the roads, sidewalks and paths, causing hazardous driving conditions throughout Homer's road system.</p> <p>Staff has located an ice-breaking attachment, called an Arctic Shark that churns up the ice, much like a rototiller churns up sod enabling crews to scrape up the ice chunks and remove them from the road and making it easier for remaining ice to melt when temperatures rise above freezing.</p> <p>Staff have observed the Arctic Shark in action on a Homer road and conclude it would be highly effective in Homer.</p>
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	100%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF Fleet CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 1,074,197</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 447,480</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 40,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 6,950</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 579,767</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



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Ultramech LLC
info@ultramech.com
970-222-0879



AGENDA ITEM REPORT

Ordinance 23-10, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Authorizing an Expenditure of \$482,412 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Provide Interim Financing to Complete the East Bunnell Ave./Charles Way Water and Sewer Improvement Projects. City Manager/Public Works Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Jan Keiser, Public Works Director
Through: Rob Dumouchel, City Manager

Issue:

The purpose of this Memorandum is to request funding for the East Bunnell Ave./Charles Way Water & Sewer Special Assessment Districts.

Background:

The City Council created the East Bunnell Ave./Charles Way Water and Sewer Special Assessment Districts (SAD) with the passage of Resolution 22-017(A). The estimated costs of the work are:

Water SAD	\$525,637
Sewer SAD	<u>\$418,221</u>
Total	\$943,858

Bids were opened on January 19, 2023. The apparent low bid is \$822,846.

The City will pay cash from the HAWSP Fund, for its 25% contribution as well as a share of the assessments as a property owner, \$461,446, which has already been appropriated in Ord 22.18(S). When I got that appropriation, I neglected to get an appropriation for the part of the project that will be financed, which is \$482,412.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-10 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-10](#)

[Ordinance 22-18\(S\)](#)

[Resolution 22-017\(A\)](#)

[Financial Supplement](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 23-10

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY 23 CAPITAL BUDGET AND AUTHORIZING THE EXPENDITURE OF \$482,412 FROM THE HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) FUND TO PROVIDE INTERIM FINANCING TO COMPLETE THE EAST BUNNELL AVE./CHARLES WAY WATER AND SEWER IMPROVEMENT PROJECTS.

WHEREAS, The City Council created the East Bunnell Ave./Charles Way Water and Sewer Special Assessment Districts (SAD), and

WHEREAS, The City has already adopted Ordinance 22-18(S), which authorized payment of \$461,446 from the HAWSP Fund to pay for the City’s share of these projects, including its 25% contribution as well as its assessments as a property owner; and

WHEREAS, In order to finance the other property owners’ share of the costs of construction, the City must pay for construction and other eligible costs first and the ADEC loan/subsidy reimburses the City for the eligible costs, meaning the City needs construction financing for the other property owners’ share; and

WHEREAS, The City Council needs to appropriate additional funds from the HAWSP Fund, in the amount of \$482,412, to finance the other property owners’ share.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY23 Capital Budget by appropriating \$482,412 from the HAWSP Fund to provide financing for the East Bunnell Ave./Charles Way Avenue Water and Sewer Special Assessment Districts, as follows:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
205	East Bunnell Ave./Charles Way Water & Sewer Projects	\$482,412

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ___th day of February 2023.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 22-18(S)

AN ORDINANCE OF THE CITY COUNCIL OF HOMER ALASKA AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING \$461,446 FROM THE HOMER ACCELERATED WATER AND SEWER PROJECT (HAWSP) FUND TO FUND THE CITY’S PORTION OF COSTS FOR THE BUNNELL AVE/CHARLES WAY WATER AND SEWER SPECIAL ASSESSMENT DISTRICT.

WHEREAS, The Bunnell Ave/Charles Way Water and Sewer Special Assessment District (SAD) was created with Resolution 22-023; and

WHEREAS, The City is responsible for 25% of the cost of the improvement pursuant to Resolution 01-21; and

WHEREAS, The City is a property owner in the Bunnell Ave/Charles Way Water and Sewer SAD and is responsible for their 75% portion of the property owners assessment.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY22 Capital Budget by appropriating \$461,446 from the HAWSP Fund to fund the City’s portions of the Bunnell Ave/Charles Way Water and Sewer SAD as follows:


<u>Account</u>	<u>Description</u>	<u>Amount</u>
205-xxx	City’s 25% of Total Estimated Project Cost	\$74,987 (water) \$104,555 (sewer)
205-xxx	City’s 75% Estimated Property Owner Assessment Share	\$116,644 (water) <u>\$165,260</u> (sewer)
	Total	\$461,446

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 11th day of April, 2022.

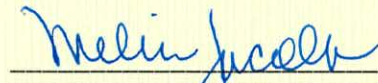
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CITY OF HOMER



KEN CASTNER, MAYOR

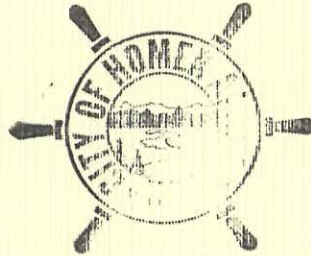
ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK

YES: 5
NO: 0
ABSTAIN: 0
ABSENT: 1

First Reading: 3-29-22
Public Reading: 4-11-22
Second Reading: 4-11-22
Effective Date: 4-12-22



**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

RESOLUTION 22-017(A)

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
ACKNOWLEDGING THE SUFFICIENCY OF THE BUNNELL
AVENUE/CHARLES WAY WATER AND SEWER IMPROVEMENT
SPECIAL ASSESSMENT DISTRICTS AND APPROVING THE
IMPROVEMENT PLAN, ESTIMATED COST OF IMPROVEMENTS AND
ASSESSMENT METHODOLOGY.

WHEREAS, The Homer City Council adopted Resolution 21-030 initiating the process to form the Bunnell Avenue/Charles Way Water and Sewer Special Improvement Districts (Bunnell Avenue/Charles Way SAD); and

WHEREAS, The Bunnell Avenue/Charles Way Water and Sewer SAD boundaries includes property fronting Bunnell Avenue and Charles Way; and

WHEREAS, A neighborhood meeting was held on May 27, 2021 where property owners were provided conceptual cost estimates for water and sewer, proposed district maps, and property owner assessment projections; and

WHEREAS, A Notice of Public Hearing for August 9, 2021 and Notice of Right to Object and was mailed to property owners on June 4, 2021 in accordance with Homer City Code 17.02.050; and

WHEREAS, Pursuant to HCC 17.02.050 (b) if owners of real property that would bear 50 percent or more of the assessed cost of the improvement file timely written objections, the Council may not proceed with the improvement unless it revises the improvement plan to reduce the assessed cost to less than 50% of the assessed cost of the improvement; and

WHEREAS, The deadline to receive written objections was August 8, 2021 and two written objections were received, with one additional object coming in after the deadline; and

WHEREAS, Following the public hearing at the August 9, 2021 regular City Council meeting Council postponed action on Resolution 21-057 to provide the Public Works Director the opportunity to consider amending the boundaries and assessment methodology, and consider existing service through spaghetti for some properties; and

42 WHEREAS, Action on this matter was further postponed to provide written public notice
43 on different iterations of assessment methodologies for property owner consideration; and
44

45 WHEREAS, On February 10, 2022 the City Clerk’s Office mailed notice to property owners
46 in the Bunnell Avenue/Charles Way SAD of a proposed hybrid method of assessment, an
47 informational memorandum from the Public Works Director, preliminary assessment roll, and
48 a statement of objection to special assessment district with a deadline of 5:00 p.m. March 14,
49 2022 to object; and
50

51 WHEREAS, To date, one objection has been received; and
52

53 WHEREAS, Resolution 21-057(S-2) proposing a benefitted method of assessment was
54 voted down on March 14, 2022 to take up this resolution recommending the hybrid method of
55 assessment.
56

57 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska
58 acknowledges the sufficiency of the Bunnell Avenue/Charles Way SAD **and the petition bears**
59 **sufficient support that the improvements are necessary and benefit the properties**
60 **included in attachment A.**
61

62 BE IT FURTHER RESOLVED that the City Council hereby approves the improvement
63 plan, estimated costs of improvement as follows:
64

- 65 • The estimated cost of the sewer improvements is \$514,153 with property owners paying
66 75% (\$385,615) and the Homer Accelerated Water and Sewer Program (HAWSP) paying
67 25% (\$128,538) of the costs; and
- 68 • The estimated cost of the water improvements, including the \$225,097 Principal
69 Forgiveness Subsidy, is \$248,097, with property owners paying 75% (\$186,073) and the
70 Homer Accelerated Water and Sewer Program (HAWSP) paying 25% (\$62,024) of the
71 costs.
72

73 BE IT FURTHER RESOLVED the assessment method will be a hybrid method based on
74 the following findings of the Public Work Director:
75

76 **Finding #1** – The Hybrid Method results in the fairest distribution of costs among the
77 private property owners. We did some sensitivity analysis to find the fairest distribution
78 of costs. We computed what the assessments would be using Equal Share Method and
79 the Benefitted Area Method, limiting the application of the Benefitted Area Method to
80 the Developable Area, as provided in HCC 17.01.010. Then, we created a Proposed
81 Assessment Roll, which applies the lesser computation for a particular property. For
82 the smaller lots, the lesser computation is the Benefitted Area Method. For the larger

83 lots, the lesser computation is the Equal Share Method. The Benefitted Area Method
84 penalizes the larger lots who will receive no greater benefit for their higher assessment.

85
86 **Finding #2** – The Hybrid Method does not unreasonably penalize the City as the owner
87 of Bishop’s Beach Park. The Hybrid Method results in a proposed assessment for the
88 City, which is about 15% higher than what it would be under the Benefitted Area
89 Method. This is appropriate as this park, one of Homer’s most popular, provides
90 community-wide benefit.

91
92 PASSED AND ADOPTED by the Homer City Council this 14th day of March, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

100 ATTEST:

101
102

103
104 MELISSA JACOBSEN, MMC, CITY CLERK

105
106 Fiscal Note: HAWSP ~~\$128,538~~ – Sewer and ~~\$62,024~~ - Water
\$104,555 *74,987*





AGENDA ITEM REPORT

Ordinance 23-11, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating an Amount not to Exceed \$650,00 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Developing a New Comprehensive Plan and a Complete Title 21 Zoning and Planning Code for the City of Homer. City Manager.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Ryan Foster, Special Projects Coordinator
Through: Rob Dumouchel, City Manager

Summary Statement:

An update of the Comprehensive Plan and modernization of the Zoning Code was identified as a Council priority during the 2022 Visioning work session held in March at the Pratt Museum. The Title 21 Zoning and Planning Code had a significant update in 2008 and has been continuously updated over the years. The Comprehensive Plan underwent a technical update in 2018, but since the Zoning and Planning Code implements the vision of the Comprehensive Plan, it is proposed to undergo a full update of the Comprehensive Plan in advance of a Code rewrite.

Approval of Ordinance 23-11 would amend the FY22/23 Operating Budget to appropriate an amount not to exceed \$650,000 from the General Fund CARMA (Capital Asset Repair & Maintenance Allowance) to secure the services of a professional consultant to facilitate the development of a new Comprehensive Plan and a complete update of the Title 21 Zoning and Planning Code.

A resolution providing a recommendation on selecting a consultant firm and awarding a contract will be provided at the February 27, 2023 Regular Council Meeting. Hiring a consultant firm to fully update the two most important regulatory documents for planning and development in the City of Homer results in a Comprehensive Plan that guides the future development of the City over the next 20 years and addresses the unique planning challenges of the community and an updated Title 21 Zoning and Planning Code that will allow the City to realize the vision and goals defined in the Comprehensive Plan with updated processes and development standards. In addition, greater efficiency, clarity, and user friendliness will be built into the zoning code.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-11 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-11](#)

[Financial Supplement](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 23-11

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING AN AMOUNT NOT TO EXCEED \$650,000 FROM THE GENERAL FUND CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURPOSE OF DEVELOPING A NEW COMPREHENSIVE PLAN AND A COMPLETE UPDATE OF THE TITLE 21 ZONING AND PLANNING CODE FOR THE CITY OF HOMER.

WHEREAS, An update of the Comprehensive Plan and modernization of the Zoning Code was identified as a Council priority during the 2022 Visioning work session held in March 2022 at the Pratt Museum; and

WHEREAS, The Comprehensive Plan establishes, at a high level, a vision, goals, and objectives for the future development of the City and underwent a technical update in 2018; and

WHEREAS, The City's Title 21 Zoning and Planning Code defines the processes, establishes zoning districts, and associated development standards for land use development in the City and is the regulatory framework that implements the vision, goals, and objectives established in the Comprehensive Plan; and

WHEREAS, The City's Title 21 Zoning and Planning Code was established in the 1980's; and

WHEREAS, In 2008 the Planning Commission drafted a substantial re-write of Title 21 that was adopted by Council in Ordinance 08-29; and

WHEREAS, A comprehensive update to Title 21 Zoning and Planning Code is necessary to modernize the code, improve efficiency and user friendliness, and align with and implement the vision of the Comprehensive Plan; and

WHEREAS, On September 27, 2022 a Memorandum was provided to the City Council where City staff proposed a two-phase project, starting with a new Comprehensive Plan and ending with a complete update of the Title 21 Zoning and Planning Code; and

41 WHEREAS, The Request for Qualifications developing a new Comprehensive Plan and a
42 complete update of the Title 21 Zoning and Planning Code closed on December 9, 2022; and

43
44 WHEREAS, The Request for Proposals developing a new Comprehensive Plan and a
45 complete update of the Title 21 Zoning and Planning Code closed on January 20, 2023; and

46
47 WHEREAS, A resolution providing a recommendation on selecting a consultant firm and
48 awarding a contract will be provided at the February 27, 2023 Council Meeting; and

49
50 WHEREAS, A new Comprehensive Plan will guide the future development of the City
51 over the next 20 years and address the unique planning challenges of the community, such as
52 limited developable land, a strong demand for housing, and consideration of our unique
53 geographical and topographical conditions; and

54
55 WHEREAS, An updated Title 21 Zoning and Planning Code will allow the City to realize
56 the vision and goals defined in the Comprehensive Plan with updated processes and
57 development standards, with greater efficiency, clarity, and user friendliness built into the
58 code; and

59
60 WHEREAS, Upon project completion, the City of Homer Planning Commission will
61 consider a resolution providing their recommendation for adoption of a new Comprehensive
62 Plan and a complete update of the Title 21 Zoning and Planning Code; and

63
64 WHEREAS, Upon project completion, the City Council will consider an ordinance for
65 adoption of a new Comprehensive Plan and a complete update of the Title 21 Zoning and
66 Planning Code; and

67
68 WHEREAS, The City of Homer supports developing a new Comprehensive Plan and a
69 complete update of the Title 21 Zoning and Planning Code proposal.

70
71 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

72
73 Section 1. The Homer City Council hereby amends the FY23 Capital Budget by
74 appropriating no more than \$650,000 to secure the services of a professional consultant to
75 facilitate the development of a new Comprehensive Plan and a complete update of the Title 21
76 Zoning and Planning Code through a competitive bidding process as follows:

77

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
78 156	79 Comprehensive Plan & 80 Title 21 Updates	81 \$650,000

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Developing Comprehensive Plan and Title 21 Code Update</u>	DATE	<u>02/07/2023</u>
DEPARTMENT	<u>Administration</u>	SPONSOR	<u>City Manager</u>
REQUESTED AMOUNT	<u>\$ 650,000</u>		

DESCRIPTION	<p>A new Comprehensive Plan will guide the future development of the City over the next 20 years and address the unique planning challenges of the community, such as limited developable land, a strong demand for housing, and consideration of our unique geographical and topographical conditions.</p> <p>An updated Title 21 Zoning and Planning Code will allow the City to realize the vision and goals defined in the Comprehensive Plan with updated processes and development standards, with greater efficiency, clarity, and user friendliness built into the code.</p>
-------------	--

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	100%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: GF CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,163,791</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 478,644</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 650,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 20,239</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,014,908</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

Rachel Tussey

From: Renee Krause
Sent: Wednesday, February 22, 2023 4:51 PM
To: Rachel Tussey
Subject: FW: Ord. 23-11

Importance: High

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

From: Kathy Hill <kathhill@alaska.net>
Sent: Wednesday, February 22, 2023 4:17 PM
To: Renee Krause <RKrause@ci.homer.ak.us>
Subject: Ord. 23-11

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

Dear City Council Members:

I object to even considering the price tag of \$650,000 for the rewrite of the City's Comprehensive Plan and the Title 21 Zoning and Planning Code. This seems to be highly inflated to pay multiple team members big bucks for their salaries, travel and per diem, let alone just time spent in assembling and writing the documents.

Could this money be better spent right here in our community? You bet! You are looking at a number of federal grants that could require a match in the range of 25%-50%. This could ultimately eat up a lot of money.

There is the Gateway Project. Would it not be beneficial to earmark all or, at least, some of this money towards that project?

And then there are just the umpteen other projects and money demands that could really use this infusion of dollars.

I think the Comp Plan could be a useful tool and it also could be a document that just sits there gathering dust. Spending this kind of money is a big risk. This plan is to be for 20 years. I look back on 20 years here in the community and no one could have predicted the direction that Homer has taken.

But, is there a real need for this document? If so, I would suggest the hiring of an in-house employee or a resident of the area to put these documents together. This would be their sole work and would be paid commensurate with skills, experience, etc. I feel we could get a good working document from this person.

Please, defeat this ordinance.

Thank you for your attention to this communication.

Kathy Hill
City resident

Sent from my iPad

Rachel Tussey

From: Larry Slone <larryslone543@gmail.com>
Sent: Wednesday, February 22, 2023 11:23 PM
To: Rachel Tussey; Renee Krause; Larry Slone
Subject: ord 23-11, new comp plan

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

Please past on to CC, Mayor, and CM.
Thx.
Larry Slone

Reference Ord 23-11, appropriating \$650k for revision of Comp Plan/Title 21:

The desire to do right for the community is a noble and compelling desire, but promoting Comp Plans from a belief in their efficacy as a legitimate tool for planning and structuring the future is misguided. The future is but not nearly as straightforward a path as one hopes for - or can expect.

Any outside contractor's effort is guaranteed to be a misfit with reality, not just because the future will be vastly different from that envisioned by policy-makers, but also because the Comp Plan policy-makers will have employed a limited perspective. Planning the future is a continuous process of hands-on adjustments that cannot be delegated with any certainty of accuracy to an outside third party. The best they could do would be to manage the process. Despite the City's best efforts most citizens will not participate in, much less be aware of, the effort to educate them and integrate their values into the Plan (Title 21 with a more pragmatic grounding, will do better). However, 100% of the public will assuredly actively participate in Homer's dynamism and community life and thereby dramatically influence the City's destiny in unexpected ways.

A renewed version of the Comp Plan and Title 21 will, if the Council authorizes \$650,000 initially, eventually cost a million dollars as the contractor discovers additional necessary studies (i.e. an updated HERC demolition plan) over the three years that the project will morph into.

As I had stated earlier, I believe the effort should have more of an in-house/ home-grown flavor to it. Spend some of the funds for that purpose.



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: HOMER CITY COUNCIL

FROM: AMY WOODRUFF, PORT ADMINISTRATIVE SUPERVISOR

DATE: FEBRUARY 27, 2023

SUBJECT: PORT AND HARBOR ADVISORY COMMISSION MOTION IN SUPPORT OF
ORDINANCE 23-11

The Port & Harbor Advisory Commission met on Wednesday, February 22, 2023, and considered the proposed Comprehensive Plan and Title 21 Rewrite. They conducted a Worksession with Economic Development Manager Julie Engebretsen and Special Projects Coordinator Ryan Foster, and then considered the project during their regular meeting.

After discussion, the Commission made the following motion:

MOTION IN SUPPORT OF ORDINANCE 23-11 SUPPORTING THE COMPREHENSIVE PLAN AND THE TITLE 21 REWRITE, WITH AN EMPHASIS ON PRIORITIZING THE HOMER SPIT COMPREHENSIVE PLAN IN THE PROCESS IN A COST-EFFECTIVE WAY AND RECOMMEND TO CITY COUNCIL FOR ADOPTION

Motion passed with unanimous consent.

Recommendation:

Adopt Ordinance 23-11



AGENDA ITEM REPORT

Ordinance 23-12, An Ordinance of the City Council of Homer, Alaska Amending the FY23 Capital Budget by Appropriating \$63,070 from the Port Reserves Fund for Professional and Technical Assistance to Support Submission of a Port Infrastructure Development Program Grant Application for the Purpose of Float Replacement in the Small Boat Harbor. City Manager/Port Director.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Bryan Hawkins, Port Director
Through: Rob Dumouchel, City Manager

Issue:

The purpose of this Memorandum is to recommend a \$63,070 appropriation from the Port & Harbor Reserves to be used to prepare a Federal 2023 Port Infrastructure Development Program (PIDP) application.

Background:

The Homer Small Boat Harbor facility contains several float systems that are in service well past their engineered life expectancy. Among those are the floats on System 4, which is made up mostly of floats that were constructed in 1964 for the original Homer Harbor, and System 1. While major maintenance has allowed continued use of these floats, many conditions have combined to produce a critical loss of structural capacity and should be replaced before they are condemned and need to be decommissioned.

Replacing these two systems is ranked #5 in the Legislative Priority section of the City's FY24 Capital Improvement Plan, and Small Boat Harbor Float Replacement was identified as a priority project by City Council in their 2022 Visioning meeting.

The US DOT Maritime Administration is poised to release a notice of funding opportunity for the PIDP, a Federal grant program with an 80/20 cost share. PIDP, with an average large project award from \$20M-\$40M, offers an opportunity to leverage significant funds to address long-deferred maintenance needs in the existing Small Boat Harbor basin.

In April of 2022, the City entered into a Task Order with R&M Consultants to begin readying the float replacement project for a PIDP grant application. Through that process, the City obtained a Harbor-wide Float Condition Report and a cost estimate for float replacement. The estimated cost for replacing all floats in Serious and Critical condition is \$72,610,000. The costs to replace System 4 and 1, both rated as Serious and Critical Condition, is \$41,000,000, within the average range of awards.

The PIDP is highly competitive -- requests for funds can exceed the total available Federal funds by 30 times or more. Further, completing a nationally competitive application is time and labor intensive, requiring responses that are data driven (to prove need and/or benefit), pre-planned (scope, partnerships, match strategies), aligned with over-arching Federal priorities (equity, resilience) and technical in nature (cost benefit analyses, environmental review, etc.)

Staff is requesting funds to support professional and technical assistance to complete a PIDP application within the three-month application window. Staff reached out to term contractor, HDR Engineering for estimated costs. Services are estimated not to exceed \$63,070 in time and effort, and would include completing a full Benefit to Cost Analysis (BCA) of the Float Replacement project and submission of a 2023 PIDP grant application. The Task Order with R&M has been completed. \$16,000 of unused funds from that Task Order is being returned to the Port & Harbor Reserves fund and are available to assist with the BCA and grant application.

While a full BCA is not required for Alaska applications to the PIDP, based on the size of the request, the City would be competing for a Large PIDP project. A BCA is highly recommended for the Large PIDP projects to show stronger evidence for the benefits of the project.

Matching funds strategy will be explored as part of the application process; potential sources include TIFIA, a low-interest Federal loan program, the Alaska Municipal Harbor Grant Program and Denali Commission funds, a State Legislative grant through the CAPSIS system, as well as a 2024 RAISE grant if needed. The BCA and grant application can be used to support application for these other potential sources of matching funds.

The City's strategic review of Federal Infrastructure Improvement and Jobs Act funding opportunities completed in January 2023 identified PIDP as one Federal grant source for this project. As evidenced by the motion made at their January 25th, 2023 meeting, the Port & Harbor Advisory Commission supports the use of funds from the Port & Harbor Reserves for technical assistance to support a PIDP grant application.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-12 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-12](#)

[FY24 CIP Project Description](#)

[R&M Float Condition Report & Project Estimate Summary](#)

[Port & Harbor Advisory Commission Minutes Excerpt 012523](#)

[Financial Supplement](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager
Port Director

ORDINANCE 23-12

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING THE FY23 CAPITAL BUDGET BY APPROPRIATING \$63,070 FROM THE PORT RESERVES FUND FOR PROFESSIONAL AND TECHNICAL ASSISTANCE TO SUPPORT SUBMISSION OF A PORT INFRASTRUCTURE DEVELOPMENT PROGRAM GRANT APPLICATION FOR THE PURPOSE OF FLOAT REPLACEMENT IN THE SMALL BOAT HARBOR.

WHEREAS, The City has long recognized the need to replace floats in the Small Boat Harbor that are past or near the end of their useful life, and

WHEREAS, City Council identified Small Boat Harbor float replacement as a high priority project in their 2022 Visioning session; and

WHEREAS, In planning for a float replacement project, the City completed a comprehensive harbor condition study that identified float systems that were in serious to critical condition; and

WHEREAS, The Harbor Condition Report estimated replacement costs for all Serious- and Critical-rated floats to be \$72,610,000; and

WHEREAS, The Port Infrastructure Development Program (PIDP) has a total of \$662 Million to distribute in FY23 to projects that improve the safety, efficiency, and reliability of the movement of goods into, out of, around, or within a port; and

WHEREAS, To be successful an application must demonstrate competitiveness on a national level in alignment with the program goals and the benefits provided by the project, which requires significant project planning time, engagement of partners and the public, environmental review, technical and benefit-cost analyses, identification of matching funds and grant writing; and

WHEREAS, Given the short timeframe between the PIDP funding announcement and grant submission deadline, leveraging additional expertise is necessary to ensure the City is in the best possible position to succeed with a PIDP application; and

WHEREAS, The BCA and grant application can be used to support requests to other

43 sources for matching funds, including the Alaska Municipal Harbor Grant Program and Denali
44 Commission funds, as well as a potential 2024 PIDP or RAISE grant, if needed.

45

46 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

47

48 Section 1: The Homer City Council hereby amends the FY23 Capital Budget by
49 appropriating \$63,070 for the purpose of obtaining professional PIDP advisory, technical, and
50 grant writing services as follows:

51

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
456-0380	2023 PIDP BCA & Application	\$63,070

54

55

56 Section 2: This is a budget amendment ordinance, is not permanent in nature, and shall
57 not be codified.

58

59 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____,
60 2023.

61

62

CITY OF HOMER

63

64

KEN CASTNER, MAYOR

65

66 ATTEST:

67

68

69 _____
MELISSA JACOBSEN, MMC, CITY CLERK

70

71 YES:

72 NO:

73 ABSTAIN:

74 ABSENT:

75

76 First Reading:

77 Public Hearing:

78 Second Reading:

79 Effective Date:



5. Homer Harbor Critical Float System Replacment: Float Systems 4 & 1

Project Description & Benefit: System 4 is made up mostly of floats that were constructed in 1964 for the original Homer Harbor. In the 2002 Transfer of Responsibility Agreement (TORA) project, those original floats were moved to create System 4. Within two years, the System’s 207 slips for vessels ranging in size from 24 feet to 60 feet in length and over 1,000 linear feet of transient moorage was filled to maximum capacity. System 4 provides dockage for the Seldovia Fast Ferry *Kachemak Explorer* for passenger and freight loading. System 4 has two accessible gangways on ramps 6 and 7 and is supported by a public restroom and public fish cleaning station located at the top of ramp 6.

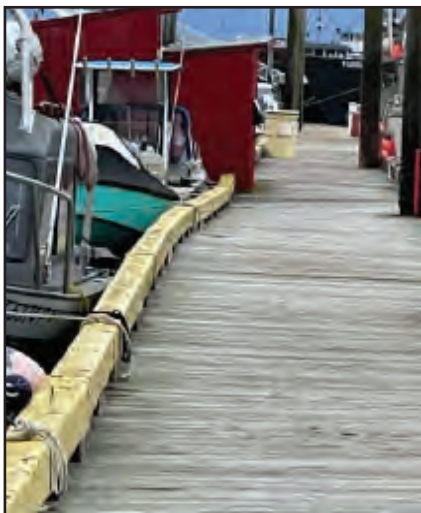
The 1964 timber floats are 30 years beyond their engineered life expectancy and should be replaced before they are condemned and need to be decommissioned. Major maintenance (adding flotation to the end of main floats and replacing timber piles, decking, and stall floats) has allowed continued use of these floats. Despite these efforts, many conditions have combined to produce a critical loss of structural capacity. Bullrails, used for securing mooring lines, are cracked or deteriorated; older timber piles have areas of rot; flotation foam has disintegrated throughout these floats, reducing freeboard, which ultimately reduces load capacity and increases rates of corrosion. The lack of flotation and deteriorated structural members makes the entire main float lists to one side; snow has to be removed in the winter to prevent sinking. Lack of flotation also causes the stall floats to be unstable or bouncy when walking on them, resulting in a potential safety hazard. Parts of System 1 dates back to 1986 The lack of freeboard flotation, concrete and timber deterioration and broken structural elements at end floats and failures in some headwalk floats likewise puts these components of System 1 in critical to serous categories.

Plans & Progress: R&M Engineers provided a harbor-wide condition report and cost estimate for float replacement in 2023. It recommends replacing floats categorized as serious and critical and upgrading shore power, fire suppression and potable water. AAA float can be expanded towards the load and launch ramp to open up narrow fairways between the floats, giving vessels more room to safely navigate between the float systems. The City is preparing applications for Federal discretionary grant funds to assist with project funding. State matching funds help leverage federal dollars in support of Homer’s regionally critical port infrastructure.

Total Project Cost: \$41,000,000
FY24 State Request: \$6,150,000
FY24 Federal Request: \$28,700,000
City of Homer Match \$6,150,000



System 4 floats to be replaced.



The Headwalk Float AAA is warped, suggesting a failure in the structural members below the deck and lack of flotation..



Low freeboard resulting in submerged pile collar. Decking has rot and hardware connections protrude through it.

Homer Small Boat Harbor Floating Dock Replacement Project Estimate (2022 US\$)

Description	Quantity	Unit	Unit Price	Extended Price
Mobilization/Demobilization	1	LS	\$ 6,600,000	\$ 6,600,000
Construction Survey	1	LS	\$ 251,000	\$ 251,000
Protected Species Observers (2 persons)	123	DAY	\$ 3,000	\$ 369,000
Demolition/Removal of Existing Facilities	1	LS	\$ 2,180,000	\$ 2,180,000
System 1: ABCD Floats				
Floats	1	LS	\$ 6,249,300	\$ 6,249,300
Ramp 1 & 2 Trestle	1	LS	\$ 1,051,200	\$ 1,051,200
Ramp 1 & 2 Gangways	2	EA	\$ 125,000	\$ 250,000
16" Steel Piles w/Anodes	100	EA	\$ 18,000	\$ 1,800,000
Utilities (water, dry fire, power)	1	LS	\$ 1,417,200	\$ 1,417,200
Safety Equipment (ladders, life rings, fire extinguishers)	1	LS	\$ 58,800	\$ 58,800
Subtotal: \$10,826,500				
System 1: AKLMNPQ Floats				
Floats	1	LS	\$ 7,689,900	\$ 7,689,900
Ramp 4 Trestle	1	LS	\$ 481,600	\$ 481,600
Ramp 4 Gangway	1	EA	\$ 125,000	\$ 125,000
16" Steel Piles w/Anodes	87	EA	\$ 18,000	\$ 1,566,000
Utilities (water, dry fire, K Float power)	1	LS	\$ 1,063,200	\$ 1,063,200
Safety Equipment (ladders, life rings, fire extinguishers)	1	LS	\$ 125,400	\$ 125,400
Subtotal: \$11,051,100				
System 2				
Floats	1	LS	\$ 3,230,600	\$ 3,230,600
Ramp 5 Trestle	1	LS	\$ 662,400	\$ 662,400
Ramp 5 Gangway	1	EA	\$ 125,000	\$ 125,000
16" Steel Piles w/Anodes	49	EA	\$ 18,000	\$ 882,000
Utilities (water, dry fire)	1	LS	\$ 340,700	\$ 340,700
Safety Equipment (ladders, life rings, fire extinguishers)	1	LS	\$ 61,800	\$ 61,800
Subtotal: \$5,302,500				
System 4 (CC DD EE GG)				
Floats	1	LS	\$ 5,500,100	\$ 5,500,100
Ramp 6 Trestle	1	LS	\$ 691,200	\$ 691,200
Ramp 6 Gangway	1	EA	\$ 125,000	\$ 125,000
16" Steel Piles w/Anodes	101	EA	\$ 18,000	\$ 1,818,000
Utilities (water, dry fire, power)	1	LS	\$ 1,758,200	\$ 1,758,200
Safety Equipment (ladders, life rings, fire extinguishers)	1	LS	\$ 81,600	\$ 81,600
Subtotal: \$9,974,100				
System 5 (South)				
Floats	1	LS	\$ 2,104,000	\$ 2,104,000
20" Steel Piles w/Anodes	32	EA	\$ 30,600	\$ 979,200
Utilities (water, dry fire, power, sewer pumpout)	1	LS	\$ 831,000	\$ 831,000
Safety Equipment (ladders, life rings, fire extinguishers)	1	LS	\$ 42,000	\$ 42,000
Subtotal: \$3,956,200				
<i>Subtotal Unit Price Items:</i>				\$ 50,510,400
<i>Contingency 25%:</i>				\$ 12,627,600
Construction Total:				\$ 63,138,000
<i>Engineering, Permitting, & Construction Support:</i>			<i>15%</i>	<i>\$ 9,470,700</i>
TOTAL PROJECT ESTIMATE:				\$ 72,608,700

Homer Small Boat Harbor

October 10, 2022

System 1 Condition Report

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2. FINDINGS

The floating dock systems in Homer Boat Harbor are of various ages and conditions. As would be expected, the original floats built by DOT in 1964 through 1992 are in the poorest condition, while the newer floats that have been installed to replace the DOT floats in other portions of the harbor are in satisfactory to good condition. In general, a key finding for floats that require major repairs or replacement is the low freeboard and lack of reserve flotation. ASCE Manual of Practice 30, *Planning and Design Guidelines for Small Craft Harbors* lists the following live load design criteria for floating docks.

Table 2.1: Design Live Loads

Condition	Uniform Live Load
Restricted access - pedestrian use only	30 pounds per square foot
Unrestricted access - pedestrian use only	40 pounds per square foot
Unrestricted access - golf carts	50 pounds per square foot

Preliminary calculations show that the older floats will be approximately awash at 30 pounds per square foot live load and will be submerged at 40 pounds per square foot or larger live loads. It should be noted that Homer has an ASCE 7-16 (code) specified 40 pounds per square foot ground snow load, which would sink some of the original generation of floats. This section describes all condition findings in detail and provides a summary rating of the various elements in each System.

2.1 System 1

The System 1 float system is the largest inter-connected float system in the harbor, comprising B Float through S Float. It has four primary “sub-systems” that are grouped based on their age and construction type (Refer to Drawings G2 and G3 in Appendix A). This section discusses the floating docks based on these groupings. The pedestrian access to System 1 is by four access Ramps: Ramp 1 and Ramp 2 located near C Float and E Float, respectively are similar and discussed together. Ramp 3 is located near G Float and Ramp 4 is located near N Float.

Access Ramps

Ramp 1 and Ramp 2 trestles are constructed of creosote-treated timber, with timber support piles and timber cross bracing. Steel piles have been installed at the end of the trestle to support a 74-ft long aluminum gangway ramp. The steel piles and steel floor grating and landing tracks on the gangway have evidence of corrosion but otherwise only minor damage was found (Figure 2.1). In general, the steel grating on the gangways does not meet ADA-accessibility guidelines. Gangways must be at least 80-ft long to meet current ADA requirements and there must be at least one ADA-accessible route for each size slip in a public harbor (the quantity of ADA-accessible slips required varies depending on the size of the harbor). Ramp 3 was rebuilt in 2013 and includes steel pile and treated timber trestle and a covered gangway that is 100-ft long and provides access to all the various slip sizes available throughout Homer Harbor. Because of this, an



Figure 2.1: aluminum gangway with steel floor grating and landing tracks

ADA gangway is not required at some of the other locations. However, we recommend that any new project that replaces a trestle, should consider providing a new 80-ft or longer covered gangway with flooring that meets ADA.

The decking and bullrails on the two trestles have evidence of deterioration due to wear. The timber support piles have moderate section loss and minor splits and gouges. Timber support piles have timber cross bracing (Figures 2.2 and 2.3. Some of the cross bracing has major deterioration, some boards are missing, and hardware located in the tidal zone is partially corroded (Figures 2.2 through 2.5). Note that the trestle decks on both Ramp 1 at Ramp 2 appear to have a dip—where it changes from a sloped deck to a level deck. Handrails appear to be a later addition to these trestles. Embedment depths on the timber piles is not evident, but timber harbor piles of this time period in Alaska were not typically driven to depths sufficient to withstand heavy axial or seismic/lateral loads, especially without relying on the cross bracing. If not already, vehicle access to these trestles should be restricted.



Figure 2.2: Ramp 1 timber pile supported trestle.



Figure 2.3: lower hardware connections appear corroded.



Figure 2.4: Ramp 2 timber pile supported trestle.

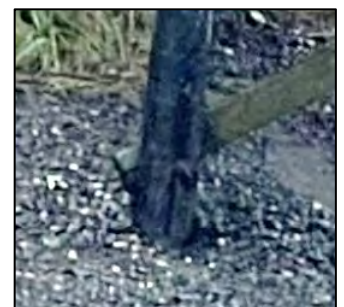


Figure 2.5: cross bracing connections corroded and in split timber



Figure 2.6: Ramp 3 trestle.

Ramp 3 has a timber trestle with steel piles and a 100-ft long roofed/sided gangway that was installed in 2015 (Figure 1.3). As noted, Ramp 3 is in good condition and provides ADA-access to Homer Harbor. The Ramp 3 timber trestle structure appears to be securely attached to the pile caps with steel plates (Figure 2.6). The seaward-most four piles have evidence of corrosion below tide line.

Ramp 4 consists of a relatively wide timber trestle (about 25' wide) with steel piles and an approximately 70-ft long aluminum gangway. Similar to the other gangways, this gangway has steel floor grating and landing tracks which have evidence of corrosion.

The Ramp 4 trestle has evidence of minor to moderate wear in decking as well as evidence of fungal decay and minor checks/splits in bullrails and handrails (Figure 2.7). The trestle appears to have had some modifications, with the shoreward end appearing older, more deteriorated than the seaward end. The steel piles at the seaward end are secured into the timber beams with steel plates and bolts, while the shoreward end of the timber structure appears to rest on the steel piles (Figure 2.8). Also noted, although not part of the harbor facilities being inspected, the adjacent timber retaining wall and steel piles that support the adjacent boardwalk appeared to be displaced and broken.



Figure 2.7: Ramp 4 trestle



Figure 2.8: Ramp 4 trestle, noting newer/older portions of timber trestle and pile-to-beam attachments.

2015 Timber Floats

Main Floats R, S, and J as well as headwalk Float A from E Float to K Float were installed in 2015 and are constructed of timber frame with HDPE encased flotation tubs, such that there is no timber submerged in the water. Float modules are connected by steel hinges. The floats are secured in place with galvanized steel piling. The floats and piles were found to be in good condition: there was adequate reserve flotation (Figure 2.9) and only minor checks and splits in timber, worn non-skid coating on steel hinges, and evidence of early fungal growth in some areas of decking (Figure 2.10). Many of the piles, in deeper water, have had new anodes installed in 2018 or are included in an anode installation project currently underway which will help to ensure the piles to not prematurely corrode.

Potable water is piped within or under the floats and hose bibs are located periodically on the edge of the floats (Figure 2.10). J Float is equipped with power (combined water/power pedestals) at each stall as shown in Figure 2.11. There is no power service available on R Float or S Float.

Fire suppression systems include fire extinguishers placed on the floats as well as a dry standpipe fire suppression system with an upland charging station for Fire Department use. According to the National Fire Protection Association (NFPA) 303 “*Fire Protection for Marinas and Boatyards*”, the fire suppression system appears to be inadequate because the above-water piping is HDPE which is not fire-resistant (Figures 2.12 and 2.13). A failure in part of the piping system due to melting during a fire could render the system useless or worse cause delay in fighting a fire. The above-water HDPE pipe should be replaced with metal pipe or it may be possible to install a suitable fireproof cover sleeve.

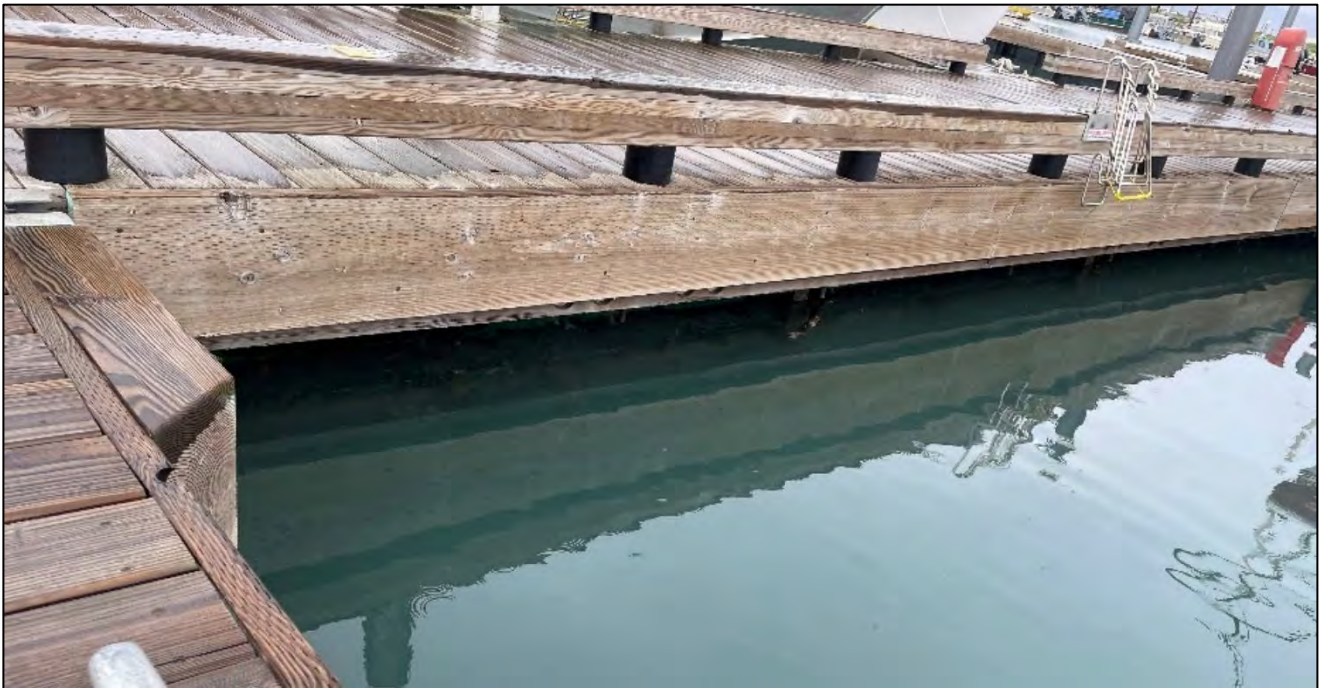


Figure 2.9: Timber floats have sufficient freeboard and reserve flotation.



Figure 2.10: Hose bib riser, typical on R & S Floats. Note fungal growth on timber and partially worn anti-skid on steel hinge connections.



Figure 2.11: Typical combined power and water pedestal (J Float).



Figure 2.12: Fire suppression system standpipe/hydrant near J Float



Figure 2.13: Fire system HDPE piping on Ramp 4.

2002 Timber Floats

Main Floats E, F, G, and H were installed in 2002 and are constructed of timber with polystyrene flotation (framed in timber). Float modules are connected by steel hinges and are anchored with galvanized steel piling. The floats were found to be in satisfactory condition: there was adequate reserve flotation; minor to moderate checks, splits and damage to some timber elements, minor to moderate wear in decking (Figure 2.14), a few worn and broken bullrails (Figure 2.15), worn non-skid coating on steel hinges (Figure 2.16), and evidence of fungal growth in some areas. Areas of consumed galvanizing was observed within the tidal zone on steel piles. Piles on E and F Float had new anodes installed in 2018 and G and H Float are included in an anode installation project currently underway. This will help to ensure the piles to not prematurely corrode.



Figure 2.14: Typical decking wear at high traffic areas (float intersections)



Figure 2.15: Bullrails worn, twisted out of position, and broken from supports.

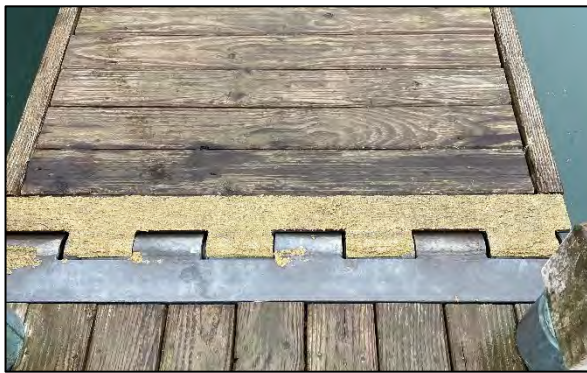


Figure 2.16: Worn non-skid coating at hinges.

Potable water is piped within or under the floats and hose bibs are provided at each stall, along with power service in a combined pedestal, similar to that on J Float (Figure 2.3). However, the pedestals on these floats appeared to have a coating issue. The paint appeared bubbled and peeled in places, exposing the metal housing to corrosion (Figure 2.18).

Fire suppression systems include fire extinguishers placed on the floats as well as a dry standpipe fire suppression system. The fire suppression system for these floats is supplied from Ramp 2 (Figure 2.17). The above-water piping for the fire suppression system is HDPE which is not a fire resistant material. The above-water HDPE pipe should be replaced with metal pipe or it may be possible to install a suitable fire resistant sleeve.



Figure 2.18: Power/water pedestal coating damage



Figure 2.17: HDPE fire suppression piping at Ramp 2

1992 Concrete Floats

The 1992 Concrete Floats include Main Floats B, C, D and connecting headwalk Float A from B to and including Ramp 2 landing float. These floats are constructed of concrete with steel through rods and a timber waler system. The floatation is concrete-encased polystyrene foam. The floats are secured in place with galvanized steel piling.

The floats were found to be in serious condition. The headwalk float A between B and D Floats appeared as well as the end of main Float C appeared to have a twist in the float suggesting possible broken concrete and/or through rods. In general, the freeboard was low throughout the facility indicating inadequate reserve flotation (Figure 2.19); moderate to major checks, splits, breaks and other damage to timber walers and rubboards (Figures 2.20 and 2.21), and corroded and missing through rods (Figure 2.22). Steel bullrails have been installed by mounting through damaged timber walers, which may result in loss of mooring.

Replacement rubboards have been added in some areas. The concrete surface of the floats had some areas of relatively minor cracking most of which has been repaired.

Piles generally had areas of consumed galvanizing within the tidal zone, and active corrosion was observed on some of the piles (Figure 2.23). The piles had new anodes installed in 2018.



Figure 2.19: Concrete stall float with low freeboard, and in the water at the end.

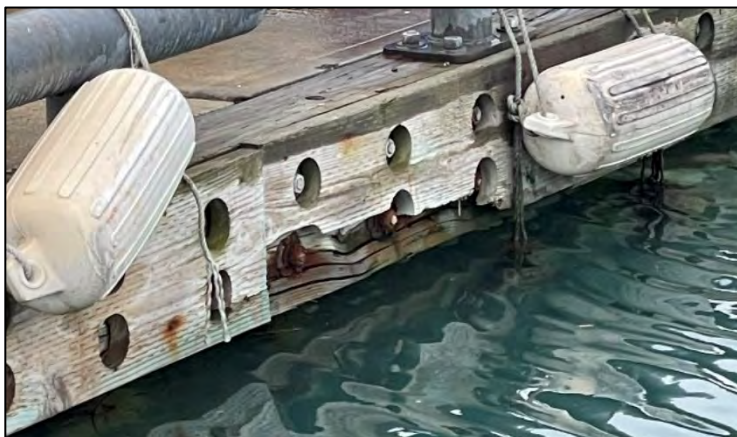


Figure 2.20: Broken rubboard and corroded through rods



Figure 2.21: Deteriorated timber rubboard and waler. Steel bullrail mounted in waler.



Figure 2.22: Missing through rods.



Figure 2.23: Pit corrosion and other areas of active corrosion is evident on some piles

The water distribution system appears to be a piped system from the gangway ramp to the headwalk float, where a single riser with multiple hose bibs is provided near the intersection with each of the three main floats (Figure 2.24). In some locations hoses were attached to the outside of the main float to individual vessel slips. Garden hoses are typically not NSF-approved for potable water distribution and hence should not be used as part of a public water distribution system. Multiple hose connections indicate inadequate backflow protection (Figure 2.24).

Fire suppression systems include fire extinguishers placed on the floats. Like the other floats in System 1, a dry standpipe fire suppression system exists in this area. For these floats it appears to be supplied from Ramp 2 and made of HDPE which is not a fire-resistant material. The above-water HDPE pipe should be replaced with metal, or it may be possible to install a fire rated sleeve.

Power service is provided to B, C and D Floats. Many power pedestals have broken or loose mounts (Figure 2.25).

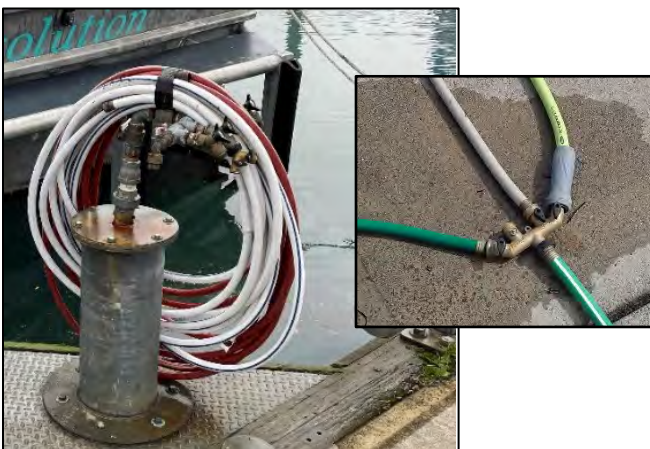


Figure 2.25: Water service riser at the head of each main float (left) and multiple hose connections.



Figure 2.24: Typical power pedestal, many with damaged mounts. Note also typical minor crack in concrete.

The 1986 Concrete Floats in System 1 include Main Floats K, L, M, N, P, Q and connecting headwalk Float A from S Float (Drawing G2). The concrete floats in this portion of System 1 are generally in serious condition, with some specific areas in critical condition. There is very low freeboard throughout the float system (Figure 2.26). Concrete surfacing has widespread areas of patched concrete over patched concrete—showing many years of repairs (Figure 2.27). Some stall floats are listing to one side or have been refurbished by adding timber decking added over the top and lumber attached to the sides (Figure 2.27). The City has added floatation to some of the headwalk/utility floats to keep them from sinking. Many areas of fungal decay and vegetation were observed. Timber bullrails and walers have moderate to major checks and splits, some running through the full depth of the member as well as some that are partially broken from their mountings (Figure 2.28). Cleats mounted in decayed or broken walers also have reduced capacity.

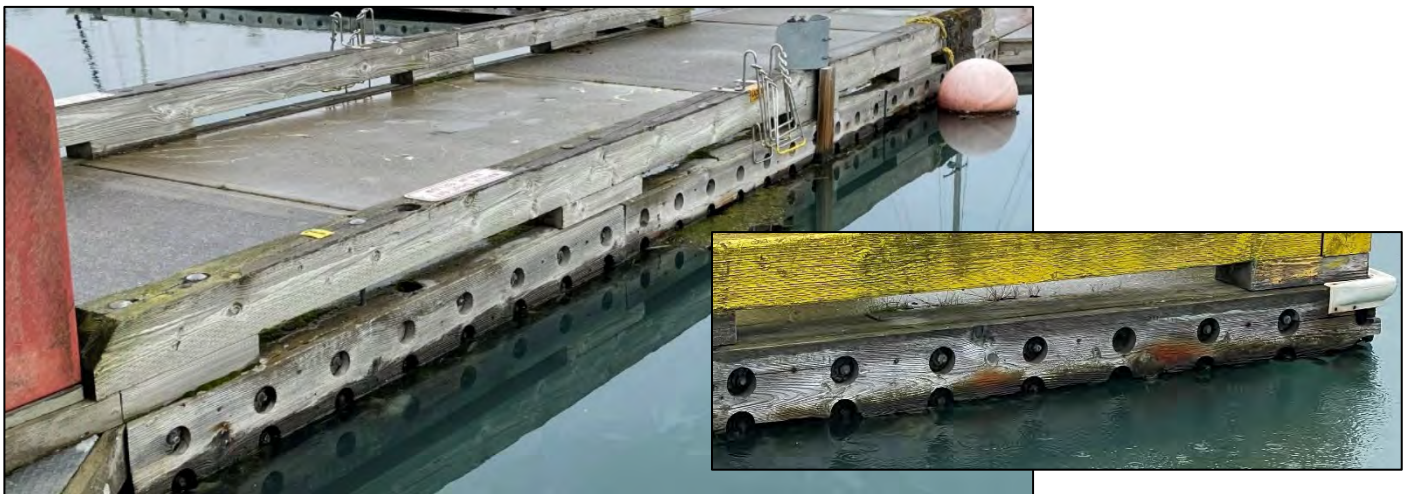


Figure 2.26: Concrete floats showing low freeboard and corroding and missing through rods.



Figure 2.27: Deteriorated concrete surface and concrete repairs, including covering with timber decking.



Figure 2.28: Bullrails will major splits and missing section, and cleat mounted in damaged timber waler.

Stall flats on both sides of the Tee floats, at the end of each of the main float rows (Q, P, N, M, L, and K) nearest the main harbor navigation channel, are severely listing and broken loose from their connections to the main float (Figure 2.29). Walers on these floats have major deterioration. Modifications have been made to keep the floats from coming apart (Figure 2.30). It is thought that wave action in the channel acting on the moored vessels in the end slips has overstressed the end floats and caused breakage of the deteriorated structural members in these float connections. This is considered an area of critical condition and immediate repair or removal of the end floats and/or restrictions on use of these slips should be implemented as soon as practicable. Except for these end floats, the rest of these concrete floats in this area are considered to be in serious condition. When these floats are eventually replaced, the fairway distance between J and K Floats as well as between Q and R Floats should be increased to meet current standards (Drawing G2).



Figure 2.29: Tee floats, located along the harbor channel, are broken and severely listing.

Steel piles are used to secure the floats, and in this area of System 1 the original galvanized coating on many of the piles has been consumed and there is evidence of corrosion (Figure 2.31). A project is underway to install anodes on the piles in this area.



Figure 2.30: A metal plate has been installed to a broken Tee Float. Note the bullrail has come apart at the splice.

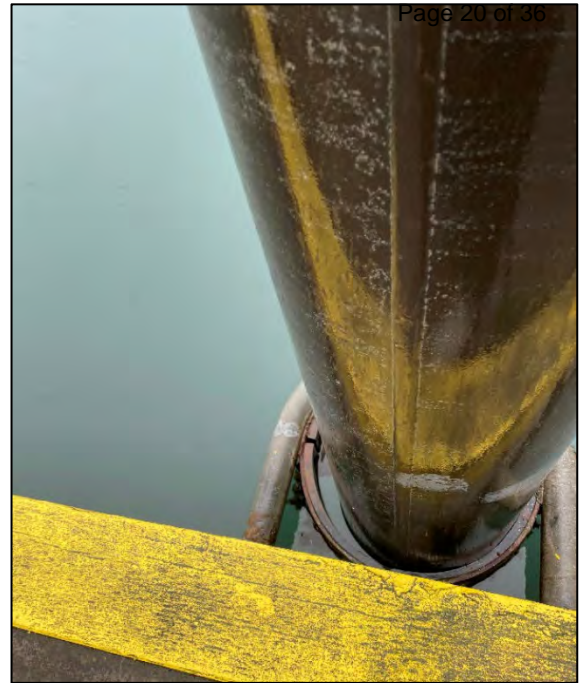


Figure 2.31: Typical steel pile and exterior pile hoop. Note galvanized pile coating is consumed

Water service to the 1986 concrete floats in System 1 appears to be distributed by a combination of piping and hoses. There have been many modifications and the exact piping and source to these floats was not clear from topside visual observation. No fixed water piping was visible on the gangway ramp; although there are hose bibs near the top of the trestle at Ramp 4. It is assumed that there is piping along the headwalk float, to the point of the shutoff valves which were observed at the intersection with the main floats. Hoses are attached to the sides of the floats, which may provide service to hose bibs that are located periodically along the main floats. Alternatively, the hose bibs may no longer be connected and hoses go direct to slips as shown in Figure 2.33.

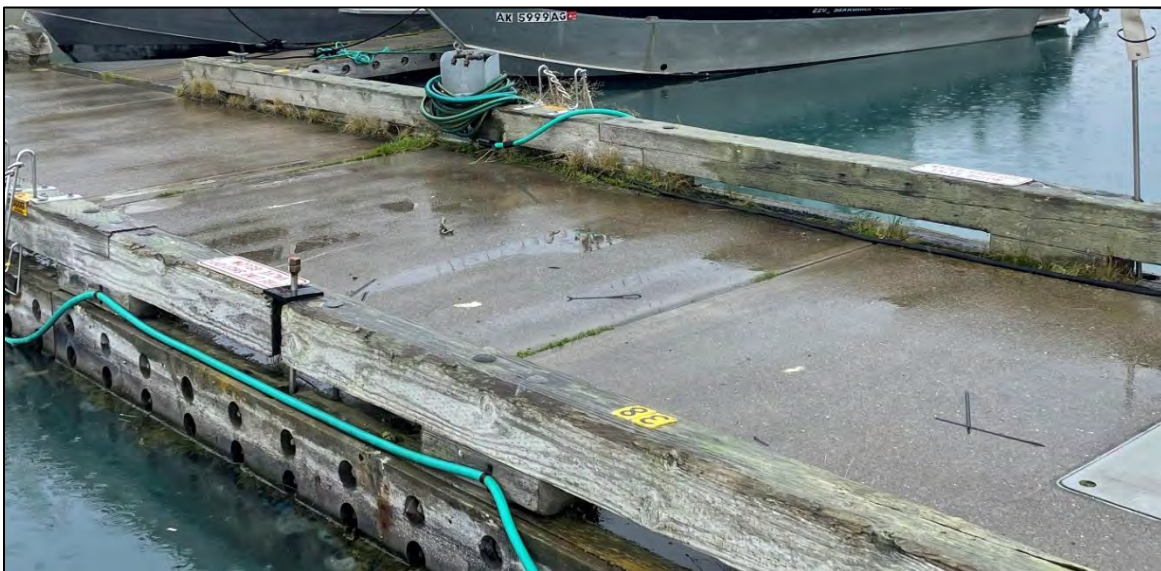


Figure 2.32: Water service on main float. Note T-handle used to operate the water valve, which is located underneath the float. Garden hoses run from under the float and are attached to the side of the float in places.

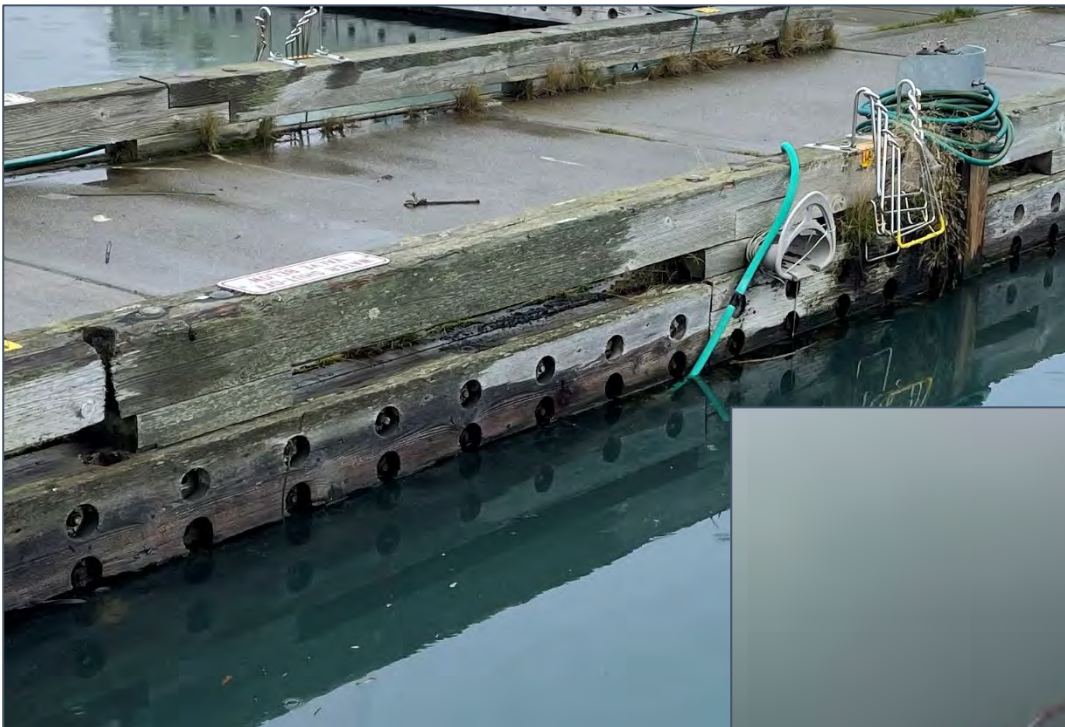


Figure 2.33: Water distribution, with location of valve at the far left (photo above) and hose coming up from under the float. Photo to right shows a hose from under the float to a 3-way connection, with one end going under the float and the other to a nearby slip, with a sprayer attachment.



Note that the garden hoses are not NSF-approved materials and so would not satisfy the requirements of a public water system for potable water use. It is unlikely, given all the various hose connections, that sufficient backflow prevention is provided. Signs should be posted to clarify the water is non-potable. When new floats are installed, the new water system should be constructed of materials suitable for drinking water and include proper backflow prevention, as regulated/permitted by Alaska Department of Environmental Conservation (ADEC).

No power service is available at K through Q Floats.

The fire suppression systems include fire extinguishers placed on the floats as well as a dry standpipe fire suppression system. Similar to the other floats in System 1, the fire suppression system at the 1986 concrete floats appears to be inadequate because the above-water piping is HDPE which is not a fire-resistant material. As noted previously, this piping should be replaced with metal and/or a fire rated covering to meet modern NFPA standards.

Table 2.2 provide a summary of the condition ratings assigned to the various floating docks and other elements within System 1.

Table 2.2 System 1 Condition Summary

ITEM	RATING		DESCRIPTION
Floating Docks, 1986 Concrete (K, L, M, N, P, Q, & connecting A)	1.5	Serious-Critical	Lack of freeboard/reserve flotation, concrete and timber deterioration (serious). Broken structural elements at end floats (critical).
Floating Docks, 1992 Concrete (B, C, D, & connecting A)	2	Serious	Lack of freeboard/reserve flotation, deterioration of timber and steel elements. Possible failures, twist in some headwalk/main float modules.
Floating Docks, 2002 Timber (E, F, G, H)	5	Satisfactory	Minor to moderate timber deterioration, damage.
Floating Docks, 2015 Timber (J, R, S, & A from E to K)	6	Good	Only minor damage noted in timber: checks, splits, and fungal growth.
Piling (steel)	5	Satisfactory	Reduced galvanizing & active corrosion on some piles, but new anodes have/are being installed.
Trestles (R1, R2)	2	Serious	Deterioration of timer piles and cross bracing, missing members, corroded hardware.
Trestles (R3)	5	Satisfactory	Steel pile/caps, minor deterioration of timber.
Trestles (R4)	4	Fair	Shore end moderate deterioration of timber and poor connection to piles
Gangways (R1, R2, R4)	5	Satisfactory	Some corrosion/track wear evident
Gangways (R3)	6	Good	
Water System (2002 & 2015 Floats)	5	Satisfactory	
Water System (1986 & 1992 floats)	3	Poor	Non-NSF materials (garden hose) distribution piping. Inadequate backflow prevention.
Fire Suppression System	3	Poor	Dry standpipe system (where present) does not meet NFPA due to plastic materials.

2.2 System 2

The Ramp 5 approach trestle and gangway have evidence of wear, typical of their age. Steel piles have evidence of corrosion in the tidal zone. Trestle timber treatment is reduced, some minor cracking in pile caps, and decking has evidence of wear. The gangway ramp, at 70-ft long does not meet ADA-guidelines; however, as long as there are sufficient ADA slips (5 total) in the 20-24-ft length available in the harbor (i.e., System 1), this is not required; although it is recommended to replace the ramp with an 80-ft minimum length ADA ramp when the trestle and/or floating docks are replaced. The gangway ramp bottom slide guides have evidence of wear and these as well as the steel floor grating have evidence of corrosion (Figure 2.34). However, there is no visible major damage or defects that immediately affect the capacity of these structures; other than the float on which the gangway ramp lands has low freeboard, as is noted by the timber walers in/near the water especially at the shoreward end (Figure 2.35).



Figure 2.34: Ramp 5 aluminum gangway w steel floor grating.



Figure 2.35: Ramp 5 trestle and gangway. Note landing on concrete float with reduced freeboard.

The concrete floating dock modules appear to be in serious condition. The floats throughout System 2 have reduced freeboard (Figure 2.36) due to a lack of flotation and/or saturated foam as a result of the concrete encasement having spalled or cracked. The City has added flotation tubs underneath to supplement the lack of flotation in the most severe locations. The structural through rods which connect the exterior walers have evidence of corrosion throughout the system and several are missing—as no rod/nut was visible on the sides of the floats (Figure 2.37). Many rubboards are cracked and many bullrails, used for securing mooring lines, are cracked or deteriorated due to fungal growth (Figure 2.38), resulting in loss of structural capacity in some locations.

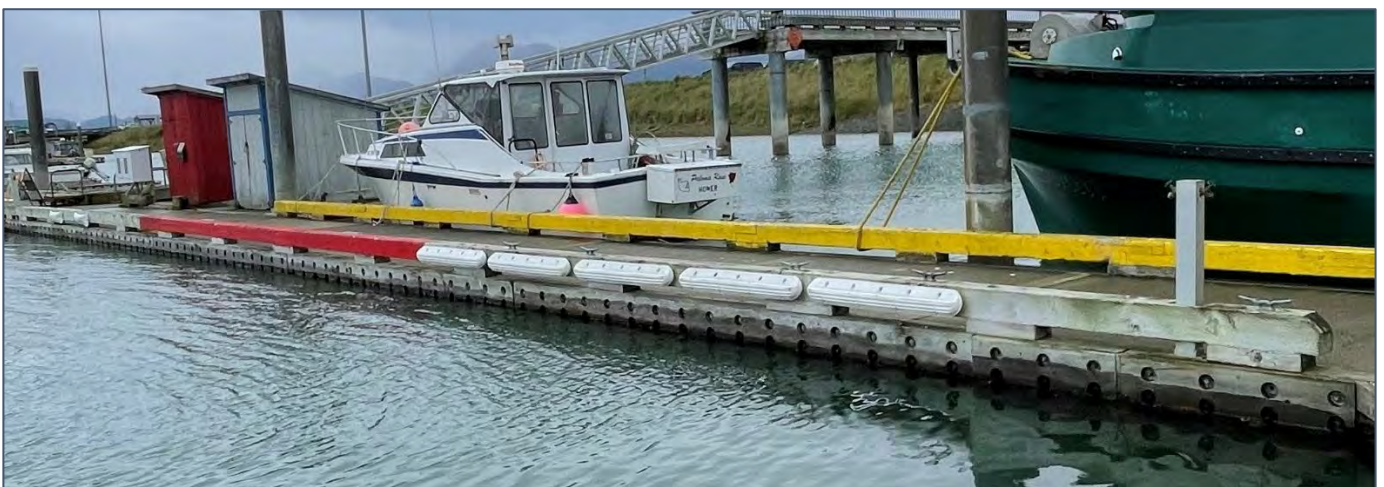


Figure 2.36: System 2 Headwalk float has reduced freeboard and appears to be listing to one side, as noted by partially submerged rubboards.



Figure 2.37: Through rods corroded or missing.

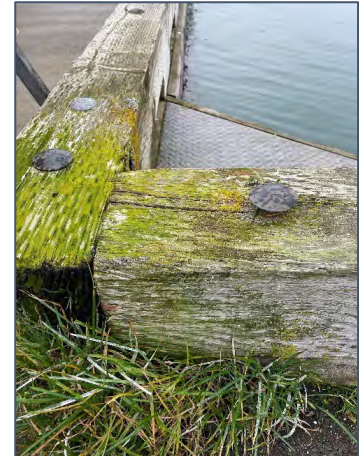


Figure 2.38: Deteriorated bullrails

Years of maintenance is evident: patches over already patched concrete (Figure 2.39) decking over deteriorated concrete stall floats (Figure 2.41), replacing sections of timber bullrails and rubboards, and adding safety equipment including fire extinguishers and ladders is evident and have allowed continued use of these floats.



Figure 2.39: Deteriorated/patched concrete on main floats.



Figure 2.40: Patched concrete and deteriorated water and rubboards on stall floats.

Piles in this area are steel and have consumed galvanizing and corrosion evident; however, these piles are included in an anode installation project currently underway.

The water distribution system at System 2 appears to have been added and modified over the years. It is fed from System 1 (S Float) via an underwater flex hose. Hose bib stanchions are located periodically on the floats (Figure 2.42). Users run hoses across the floats to the nearest hose bib. A reduced pressure backflow prevention assembly was not evident/observed for this system. The hose bibs are equipped with vacuum breakers; however, these are not reliable or normally accepted as the only backflow prevention device in a public water system. In addition, some hoses had splitters to individual slips, and these did not have vacuum breakers.

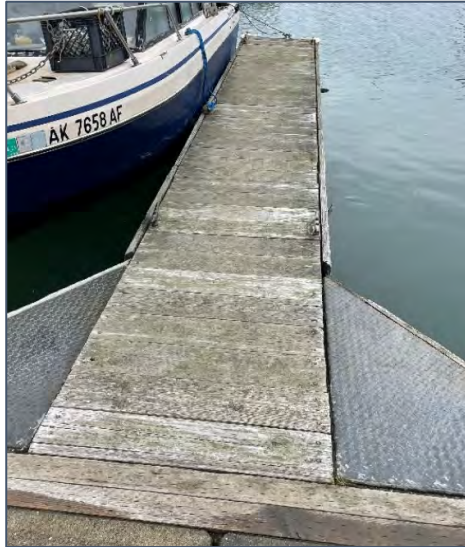


Figure 2.41: concrete stall float with decking attached over the top.



Figure 2.42: water hose bib and hose stand.

System 2 fire suppression system is in poor condition, primarily due to not meeting modern standards. The fire suppression system includes periodic extinguishers and other equipment (in a shed) on the float system and a hydrant in the uplands. However modern standards such as National Fire Protection Association (NFPA) 303 “*Fire Protection for Marinas and Boatyards*” include a piped dry standpipe system that would allow an upland charging station and risers for Fire Department access on the float system. Table 2.3 provides a summary of the condition ratings assigned to System 2.

Table 2.3 System 2 Condition Summary

ITEM	RATING		DESCRIPTION
Floating Docks (1986)	2	Serious	Low freeboard, lack of reserve flotation. Deteriorated/missing thru-rods and bullrails.
Piling (steel)	5	Satisfactory	Reduced galvanizing observed in tidal zone. Anode installation project underway.
Trestle	5	Satisfactory	Cracks in timber pile caps, minor deterioration/wear in other timber members.
Gangway (R5)	4	Fair	Evidence of corrosion and wear of bottom guide, does not meet ADA.
Water System	3	Poor	Many modifications, non-NSF hoses, likely inadequate backflow prevention.
Fire Suppression System	3	Poor	Does not meet NFPA, lacks dry standpipe fire suppression system.

Homer Small Boat Harbor

October 10, 2022

System 4 Condition Report

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The Ramp 6 and Ramp 7 approach trestles and gangways appeared to have no major damage or defects visible. The gangway at Ramp 7 provides ADA-access to System 4, therefore the shorter gangway at Ramp 6 is acceptable.

1964 Timber Floats

The timber floats of Floats CC, DD, EE, and GG are the oldest in the harbor and are likely about 20 or 30 years beyond the original design life. Major maintenance such as adding flotation to the end of main floats (GG) as well as replacing timber piles (with timber and/or steel piles), decking, and stall floats is evident and have allowed continued use of these floats. Despite this, many bullrails, used for securing mooring lines, are cracked or deteriorated (Figure 2.44), resulting in loss of structural capacity in some locations. Some older timber piles have areas of rot (Figure 2.45). Some newer timber piles show evidence of section loss due to wear (Figure 2.46). Flotation foam has disintegrated in large areas throughout these main and stall floats (Figures 2.47 and 2.48). This causes all floats to have reduced freeboard, which ultimately reduces load capacity, and causes increased rate of corrosion on hinges, bolts, and pile collars. Float DD appeared to have notably low freeboard—as low as 4 to 6 inches in places—with some pile collars submerged (Figure 2.49). The entire main float appears to list to one side. The harbor staff indicated that they have to come shovel these floats at every snowfall to prevent them from sinking. The lack of flotation and deteriorated structural members throughout these four main floats (CC, DD, EE, GG) can cause the stall floats to twist or list to one side (Figure 2.50). Lack of flotation also causes the stall floats to be unstable or bouncy when walking on them, resulting in a potential safety hazard.

The headwalk Float AAA between Float EE and Float GG appears to be warped, suggesting a possible failure in structural members below the deck or lack of flotation or both (Figure 2.51). There are notably fewer piles on this section of Float AAA, which has contributed to this section of the float being overloaded.

Concrete float modules located at the end of EE Float have spalled concrete, exposing the foam flotation and what may be a steel reinforcing mesh (Figure 2.52).



Figure 2.43: Stall Float on CC Float with damaged timber waler, rubboard, and decking.



Figure 2.44: Cracked and deteriorated bullrail



Figure 2.45: Timber pile with advanced deterioration/rot



Figure 2.46: Moderate wear on timber piles.



Figure 2.48: View between deck boards of deteriorated flotation foam.



Figure 2.47: View under deck at a pile location. The odd shaped grey item floating between the pile and persons foot is very deteriorated flotation foam that is loose.



Figure 2.49: Low freeboard resulting in submerged pile collar. Also note hardware connections protruding through decking.

Figure 2.50: Example of a listing stall float (GG Float). Also note advanced rot/deterioration of below-deck timber.



Figure 2.51: Headwalk Float AAA between EE and GG Floats.



Figure 2.52: Spalled/missing concrete below deck with exposed foam and reinforcing.

2002 and 2015 Timber Floats

The FF Float system timber elements and steel piles and hardware show evidence of wear that is normal for a 20-year old facility with good maintenance. HH Floats and JJ Floats, along with the connecting AAA headwalk float were constructed in 2015 and appear to be good condition, with the exception of several bullrails, which appear to be overstressed. Several bullrails are damaged and bent at their mountings (Figure 2.53). Repairs might include more robust bullrail connections

that are more suitable for the vessels utilizing this float, possibly mounted to interior structural members offset from the edge of the float.



Figure 2.53: Example of several bullrails that have been damaged on JJ Float.

Water service is provided to the System 4 by means of a seasonal HDPE pipe that runs under the gravel harbor slope and underwater to hose bib risers on the headwalk float (Figure 2.54). It appears the main floats and slips are serviced from the headwalk float hose bibs by a system of garden hoses to the older main floats. The newer main floats appear to have in-float piping distribution to hose bibs located in the power pedestals (HH and JJ Floats).

Note that the garden hoses are typically not NSF-approved materials and so would not satisfy the requirements of a public water system for potable water use. Given the various hose connections, backflow contamination is possible. Signs should be posted immediately to indicate the water is non-potable. When new floats are installed, the new water system should be constructed of materials suitable for drinking water and include proper backflow prevention, as regulated/permitted by ADEC.



Figure 2.54: Typical water service to main floats provided from headwalk float by various hoses/connections.



Float EE has electrical power pedestals that are older generation, while the power service on HH and JJ Floats is modern (Figure 2.55). Note that a specific electrical inspection was not conducted to check for code/safety issues.

System 4 did not appear to have a modern dry standpipe fire suppression system. Fire extinguishers are provided throughout the float system and a red shed has additional fire fighting equipment. However, modern

Figure 2.55: Electrical power service pedestals on EE Float (left) and typical of HH & JJ Floats (right). Note that the newer pedestal also incorporates water hose bibs.

systems with a dry standpipe suppression system capable of providing sufficient water flow and pressure to fight a large vessel fire is recommended. The following table provides a summary of the condition ratings assigned to System 4.

Table 2.4 System 4 Condition Summary

ITEM		RATING	DESCRIPTION
Floating Docks (CC, EE, GG)	2	Serious	Low freeboard, lack of reserve flotation. Deteriorated, broken timbers, listing stall floats.
Floating Docks (DD)	1	Critical	Very low freeboard. Lack of flotation. Load restrictions are in place (immediate snow removal).
Floating Docks (FF)	5	Satisfactory	
Floating Docks AAA between EE & HH.	2	Serious	Advanced deterioration of structural elements and/or flotation has affected float performance.
Floating Docks (HH, JJ, and connecting AAA)	4	Fair	Float modules are satisfactory; however, bullrails on JJ appear overstressed and damaged, reducing load capacity for moorage.
Float Piling (timber)	3.5	Fair to Poor	Some timber piles have areas of rot. Some piles are relatively sound, with moderate section loss.
Float Piling (steel)	5	Satisfactory	Reduced galvanizing observed in tidal zone. Anode installation project is underway.
Trestles (R6)	5	Satisfactory	
Trestles (R7)	6	Good	
Gangways (R6, R7)	6	Good	
Water System	3	Poor	Non-NSF materials (garden hose) distribution system. Inadequate backflow prevention.
Fire Suppression System	3	Poor	Does not meet NFPA, lacks dry standpipe fire suppression system.

In response to Chair Matthews asking when they can expect updated conceptual designs, Port Administrative Supervisor Woodruff explained what components are expected to be included in the revised designs and that they plan on having them by next week before City staff travels to Juneau for funding lobbying efforts. Any materials received will be included in their next PHC meeting packet.

8. PUBLIC HEARING

9. PENDING BUSINESS

10. NEW BUSINESS

- 10.A. FY2023-24 Federal Infrastructure Investment and Jobs Act (IIJA) Work Plan – Port Projects
Agenda Item Report PHC 23-006

Chair Matthews introduced the agenda item by reading the title and asked for a motion to begin discussion.

SHAVELSON/PITZMAN MOVED TO SUPPORT A PORT SECTION OF THE PROPOSED WORK PLAN, AND RECOMMEND THAT CITY COUNCIL APPROVE A PRELIMINARY BENEFIT COST ANALYSIS AND POTENTIAL FULL BENEFIT COST ANALYSIS FROM ADMINISTRATION THAT SUPPORT PURSUING IIJA FUNDING FOR PORT AND HARBOR PROJECTS.

Mayor Castner shared his thoughts on the Federal RAISE planning grant that's underway to access planning and design funding for Streets, Sidewalks, and Trails. The Spit is a people-oriented place with multiple user groups; the City can use that information to make a compelling case in their application.

There was discussion on the following:

- Support for including the large vessel harbor expansion project under cargo and deliverables.
- Importance of tapping into the commercial fishing industry's reliance on transportation and dock use as a funding source and including that into the Comprehensive Plan now, not just in 10 years with a new harbor.
- Clarification on the three different types of grants and Federal funding programs that the City is applying for and what their focuses are on.

VOTE: YES: VELSKO, ZEISET, FRIEND, SIEKANIEC, MATTHEWS, PITZMAN, SHAVELSON

Motion carried.

11. INFORMATIONAL MATERIALS

- 11.A. Reappointment of Commissioners Pitzman & Friend
Agenda Item Report CC-23-010
- 11.B. Critical Habitat Area Management Plan, Provided by Mayor Castner
ADF&G Kachemak Bay & Fox River Flats Critical Habitat Areas Management Plan, December 1993
- 11.C. Port & Harbor Statistics
Harbor EOY 2022
Ice & Crane 2022

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>PIDP Grant Application - Professional and Technical Assistance</u>	DATE	<u>02/08/2023</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR	<u>Port Director</u>
REQUESTED AMOUNT	<u>\$ 63,070</u>		

DESCRIPTION	<p>The Port Infrastructure Development Program (PIDP) has a total of \$662 Million to distribute in FY23 to projects that improve the safety, efficiency, and reliability of the movement of goods into, out of, around, or within a port.</p> <p>To be successful an application must demonstrate competitiveness on a national level in alignment with the program goals and the benefits provided by the project, which requires significant project planning time, engagement of partners and the public, environmental review, technical and benefit-cost analyses, identification of matching funds and grant writing.</p> <p>Given the short timeframe between the PIDP funding announcement and grant submission deadline, leveraging additional expertise is necessary to ensure the City is in the best possible position to succeed with a PIDP application.</p>
-------------	---

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: PORT RESERVES	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,367,407</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 910,228</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 63,070</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 1,394,110</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____



AGENDA ITEM REPORT

Ordinance 23-13, An Ordinance of the City Council of Homer, Alaska Updating the Assessment Owed from Lot 10-A-3, Bunnell's Subdivision No. 17 Replat, KPB Tax Parcel No. 175-133-52 and Amending the FY23 Capital Budget by Appropriating \$15,432.52 from the Homer Accelerated Roads and Trails (HART) Roads Fund to Pay the Remainder of this Assessment. Lord.

Item Type: Ordinance
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Sponsor: Rachel Lord, Council Member

Summary Statement:

Council Member Lord submitted Ordinance 23-13 for Council consideration. Historical information and a Memorandums from City Manager Dumouchel and Special Projects Coordinator Foster are included.

Staff Recommendation:

Conduct public hearing and move to adopt Ordinance 23-13 by reading of title only for second and final reading.

Attachments:

[Ordinance 23-13](#)

[Memo from City Manager 020923](#)

[Financial Supplement](#)

[Reso 08-106\(A\) - Final Assessment Roll](#)

[Memo 08-142](#)

[Council Minutes 10-13-2008 - Final Assessment Roll approval](#)

**CITY OF HOMER
HOMER, ALASKA**

Lord

ORDINANCE 22-13

AN ORDINANCE OF THE CITY COUNCIL OF HOMER ALASKA
UPDATING THE ASSESSMENT OWED FROM LOT 10-A-3,
BUNNELL'S SUBDIVISION NO. 17 2018 REPLAT KPB TAX PARCEL
NO. 175-133-52 AND AMENDING THE FY 23 CAPITAL BUDGET BY
APPROPRIATING \$15,423.52 FROM THE HOMER ACCELERATED
ROADS AND TRAILS (HART) ROADS FUND TO PAY THE REMAINDER
OF THIS ASSESSMENT.

WHEREAS, In 2004 property owners began a special assessment district to construct and pave Spruceview Road; and

WHEREAS, This effort was successful and the road project was completed and a final assessment roll approved by the City Council on October 13, 2008 with a total of \$47/foot due from each property; and

WHEREAS, The Hansen's owned a parcel that was not at the time adjacent to Spruceview however they had engaged in conversations with City staff to be included in the assessment district with a partial and deferred assessment so they could gain access to a portion of their property at some indeterminate point in the future; and

WHEREAS, Memorandum 08-142 from City staff relating to this parcel (11-A) states: *Since Lot 11A is separated from Spruceview Avenue by a dedicated park, no assessment for Lot 11A should be levied at this time. If in the future access is provided across the park property to any portion of Lot 11A, an assessment would be due based on frontage of the lot being served.*; and

WHEREAS The City Council approved but did not set a timeline or other criteria for this "deferred assessment" in 2008 or at any point in the future beyond what is recorded in this memorandum; and

WHEREAS, In 2018 this property was subdivided into three parcels adjacent to Spruceview Rd. through a quitclaim deed from the City and negotiations for preserved lands to protect Woodard Creek; and

WHEREAS, None of the 2008 assessment has been paid to date and it is the final remaining assessment due in this district; and

42 WHEREAS, One of these three lots is now in a position to access Spruceview with 29.95
43 feet of road frontage; and

44 WHEREAS, The middle lot with 211.39 feet of road frontage is park-dedicated and now
45 owned by the City of Homer; and

46
47 WHEREAS, The corner lot has 99.43 feet of road frontage on Spruceview but is only
48 accessed via Bartlett at this time and has not accessed Spruceview nearly 15 years after the
49 assessment roll was finalized; and

50
51 WHEREAS, It is in the City's best interest to close out this assessment district in the
52 fairest and most equitable manner based on the known history and written record associated
53 with what was once Lot 11-A.

54
55 NOW THEREFORE, THE CITY OF HOMER ORDAINS:

56
57 Section 1. The assessment from lot 10-A-3, Bunnell's Subdivision No. 17 2018 Replat is
58 hereby adjusted to reflect \$47 per foot based on the 29.95 feet of frontage of the lot being
59 served.

60
61 Section 2. The FY23 Capital budget is hereby amended by appropriating \$15,423.52
62 from the HART Road Fund to pay off the remaining 328.16' of frontage from this assessment as
63 follows:

64

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
160	HART Roads	\$15,423.52

67

68 Section 3. This is a general ordinance of a permanent nature, it amends the budget,
69 and it shall not be codified.

70
71 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA THIS ____ day of _____, 2023.

72
73 CITY OF HOMER

74
75
76
77 _____
78 KEN CASTNER, MAYOR

79 ATTEST:

80
81
82 _____
83 MELISSA JACOBSEN, MMC, CITY CLERK

- 84
- 85 YES:
- 86 NO:
- 87 ABSENT:
- 88 ABSTAIN:
- 89
- 90 First Reading:
- 91 Public Hearing:
- 92 Second Reading:
- 93 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

491 East Pioneer Avenue
Homer, Alaska 99603

citymanager@cityofhomer-ak.gov

(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum

TO: Mayor Castner and Homer City Council

FROM: Rob Dumouchel, City Manager

DATE: February 7, 2023

SUBJECT: Spruceview Assessment

Ordinance 23-13 sponsored by Councilmember Lord greatly reduces the amount of money owed on the final unpaid lot within the Spruceview and West Novview Road Reconstruction and Paving Assessment District. Staff does **not** support this ordinance.

Considerable staff time has been spent working with the subject property's agent. Staff, and the City Attorney, have reviewed the situation multiple times and the opinion has consistently been that the original \$16,831.17 shown as deferred in the assessment role (Resolution 08-106(A)), remains due to the City regardless of how the property owners have modified their parcel in the 19 years since the assessment district was created.

MARVIN L. & JUDITH K. HANSON P.O. BOX 490 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0860044 BUNNELL SUB 17 LOT 11-A 175-133-27	358.11'	\$53,700.00	\$16,831.17 *deferred due to access situation HCC 17.04.160
---	--	---------	-------------	---

The proposed ordinance contains a whereas clause which refers to a 2008 memo by the Public Works Director that makes a recommendation on how to charge an assessment for the subject parcel. This recommendation is not supported in the legislative history of the project as having been accepted for implementation by the Council.

The staff opinion is that the full \$16,831.17, which has been deferred interest free for almost 20 years, is due in full to the City. Additionally, paying off the majority of this assessment with HART funds is not an appropriate use of those funds. It would not be an appropriate use of any public funds. The subject parcel received a material benefit and is contractually obligated to repay the City.

Attached to this memo is an internal memo written by Special Projects Coordinator Ryan Foster which provides additional information regarding this case.

Staff Recommendation: Reject Ordinance 23-13



Memorandum

TO: Robert Dumouchel

FROM: Ryan Foster

DATE: November 16, 2022

SUBJECT: Parcel ID 175-133-52/ T 06S R 13W SEC 19 Seward Meridian HM 2020010 BUNNELL'S
SUBD NO 17 2018 REPLAT LOT 10-A-3

Regarding the Spruceview Avenue Road Construction and Paving Improvement/Assessment District, the deferred road assessment of \$16,831.17 is due at the transfer of the property, Lot 10-A-3. It was originally deferred in Resolution 04-76 due to access issues. The City now finds with the completion of the road, and the replat of the related parcels, that the road access to Spruceview is now clear and defined.

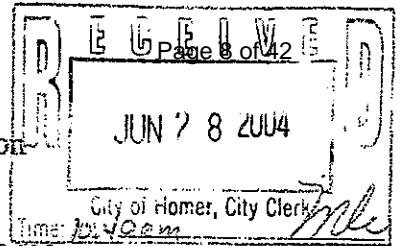
- The City paid its assessments on the original lots: 175-133-28 - \$17,009.30 and 175-133-29 - \$17,604.79. 175-133-26 was not originally assessed because it had no frontage. The other lot 175-133-27 was owned by the Hanson's.
- The Hanson's original request was to be included in this district because it had no road access on this side of the creek (rear third of the property inaccessible from Bartlett Street), but for it to be deferred until access was provided, which has now been fulfilled.
- When the City creates assessments, there is a voting process, and the projects costs are divided accordingly, the Hanson's agreed to this amount.

Many events have occurred over the past 18 years since the creation of the Special Assessment District for Spruceview Avenue in 2004, below is a brief timeline of key events:

- In a letter dated June 27, 2004, the Hanson's agree to be a part of the district, specifically, to gain access to the rear third of their property, "If we can secure access to this portion of our property, we would propose to replat the area west of Woodard Creek into one large tract of approximately one-half acre using the creek as an appropriate easterly boundary and incorporating covenants protecting the Woodard Creek drainage" (See letter attached).
- September 13, 2004: Creation of the Special Assessment District via Resolution 04-76 to construct Spruceview Avenue.
- March 25, 2005: Contract for design and construction awarded to William J. Nelson and Associates via Resolution 05-47.
- August 2018: Bunnell's Subdivision No.17 2018 Replat (see attached comparison maps). The Hanson property, Lot 11-A, and adjacent property Lot 10-A, is subdivided

into 4 parcels, resulting in lots 10 A-1, 10-A-2, 10 A-3, and Tract A. This subdivision creates lots 10 A-3 and Tract A with the required legal lot access provided by Spruceview Avenue, which was constructed by the September 13, 2004, Special Assessment District. Tract A was donated to the City of Homer, protecting the Woodard Creek drainage. The goals stated in the Hanson's letter dated June 27, 2004, have now been achieved. Page 7 of 42

- November 2022: The deferred road assessment amount of \$16,831.17 is the final payment required to close this special assessment district and is due upon transfer of Lot 10 A-3, the last of the Hanson owned properties to be transferred.



To: Ms. Mary L. Calhoun, City Clerk
Mr. Jack Cushing Mayor
Members of the City Council
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603-7624

From: Marvin L. Hanson
Judith K. Hanson
P.O. Box 490
Homer, Alaska 99603
(907) 235-5297

Date: June 27, 2004

Re: Spruceview Avenue Road Reconstruction and Paving
Improvement/Assessment District

We are the owners of Lot 11A, Bunnell's Subdivision No. 17 as listed on the assessment roll for the proposed Spruceview Avenue project. We are also the owners of Lot 10A, adjacent to the north, where we have resided for more than 25 years. We approve of this improvement district provided that we are able to negotiate access with the City of Homer.

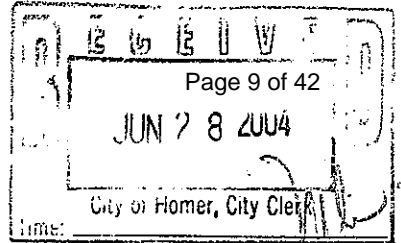
Our interest in access to Spruceview Avenue results from the fact that approximately one third of the area of our properties lies west of Woodard Creek, and is inaccessible from Bartlett Street unless a crossing is constructed across Woodard Creek. We wish to preserve the banks of the creek from any unnecessary crossing when other access is available through Spruceview Avenue that would have no environmental impact on Woodard Creek.

Since we have participated with the City on the related sewer and water LID as well as the spruce beetle kill removal project across our property and City lots 11A and 12A, we wish to participate in the final result of our common effort. We would propose to negotiate an access across the westerly 40' of Lot 11A, an area well away from the creek, and previously cleared of natural growth by the City's recent water and sewer LID. The 40' width would include the existing 15' water and sewer easement and 25' of useable width, and satisfies the minimum 40' requirement for "marginal access" roads serving three lots or less. The total area would be 1200 square feet, including the existing 15' wide water and sewer easement. By comparison, we donated 2546 square feet of easement to the City for the water and sewer LID, and in addition, provided our property as a staging area for both the LID and the previous beetle-kill removal.

If we can secure access to this portion of our property, we would propose to replat the area west of Woodard Creek into one large tract of approximately one-half acre using the creek as an appropriate easterly boundary and incorporating covenants protecting the Woodard Creek drainage. The result would be better land use and conservation practices.

We look forward to another cooperative effort with the City of Homer in negotiating a solution to allow our participation in this improvement District.

Sincerely,



CITY OF HOMER
PROPERTY OWNER'S STATEMENT OF
OBJECTION OR NONOBJECTION
TO LOCAL IMPROVEMENT/ASSESSMENT DISTRICT

LOCAL IMPROVEMENT/ASSESSMENT DISTRICT: Spruceview Avenue Road
Reconstruction and Paving Improvement/Assessment District. (the "Assessment District")

I/We have no objection to the Spruceview Avenue Road Reconstruction and Paving
Improvement/Assessment District, PROVIDED ACCESS IS NEGOTIATED

I/We object to the Spruceview Avenue Road Reconstruction and Paving
Improvement/Assessment District.

Reasons/Comments: SEE ATTACHED

I/we affirm that I/we am/are the owner(s) of the following lots in the Assessment District (give legal
description):

LOT 11A, BUNNELL'S SUBD. No. 17

PROPERTY OWNER'S PRINTED NAME: SIGNATURE and DATE:

MARVIN L. HANSON
JUDITH K. HANSON

[Signature] 6/27/04
(signature) (date)
[Signature] 6-27-04
(signature) (date)

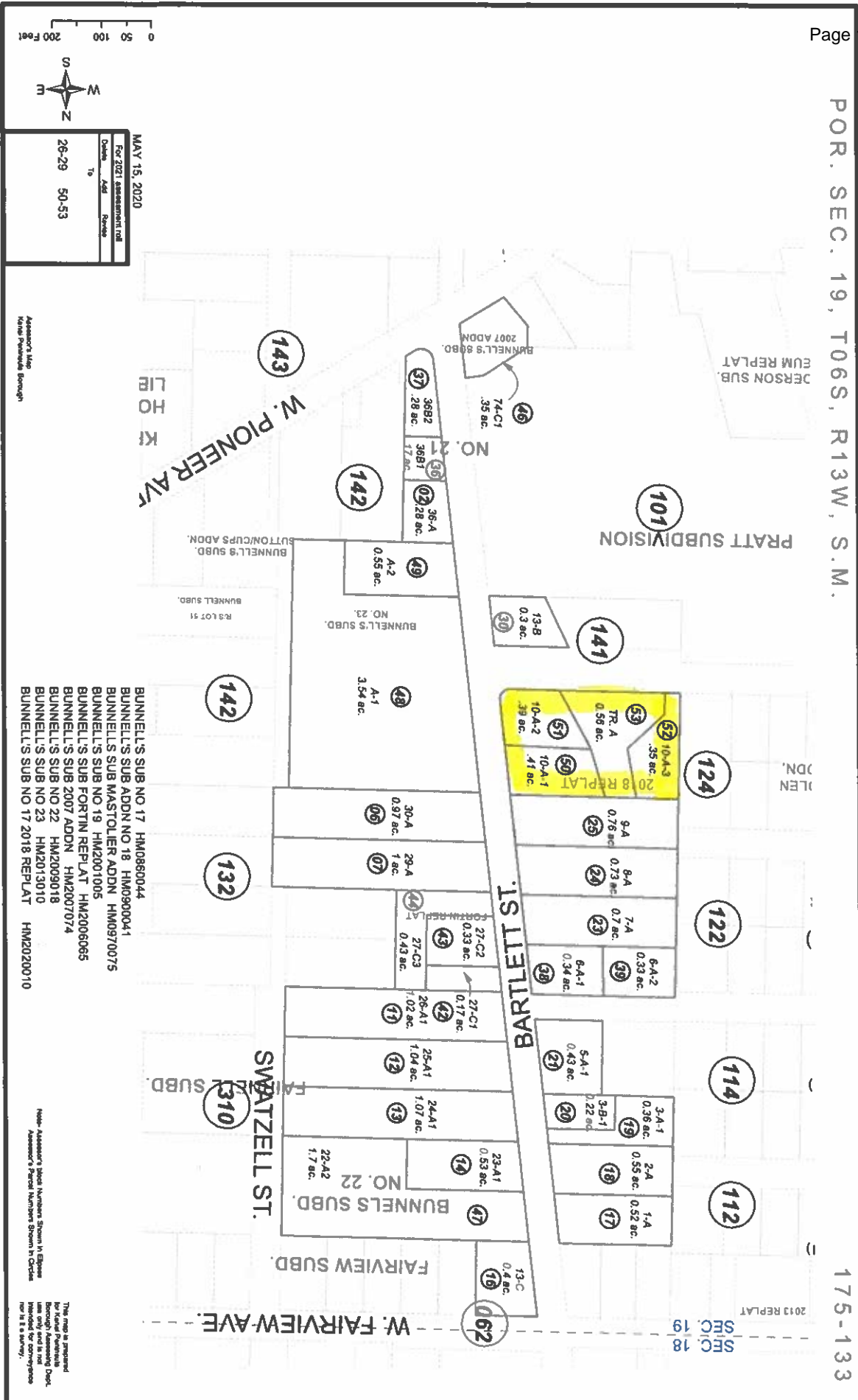
NOTE: IF YOU HAVE MORE THAN ONE LOT PLEASE NOTE THIS ON THIS FORM
WHEN YOU RETURN IT. OBJECTIONS WILL APPLY ONLY TO THOSE LOTS
NAMED ON THIS FORM.

TO FILE AN OBJECTION USING THIS FORM, COMPLETE THE BLANKS AND RETURN
IT BY THE DEADLINE, AUGUST 27, 2004, STATED IN THE NOTICE OF RIGHT TO
OBJECT:

Mary L. Calhoun, City Clerk
City of Homer
491 E. Pioneer Avenue
Homer, Alaska 99603
Mlc

POR. SEC. 19, T06S, R13W, S.M.

175-133



MAY 15, 2020
 For 2021 assessment roll
 Date Add
 26-29 50-53

Assessor's Map
 Name Parcel's through

BUNNELL'S SUB NO 17 HM0960044
 BUNNELL'S SUB ADDN NO 18 HM0900041
 BUNNELL'S SUB MASTOLIER ADDN HM0970075
 BUNNELL'S SUB NO 19 HM2001005
 BUNNELL'S SUB FORTIN REPLAT HM2006065
 BUNNELL'S SUB 2007 ADDN HM2007074
 BUNNELL'S SUB NO 22 HM2009018
 BUNNELL'S SUB NO 23 HM2013010
 BUNNELL'S SUB NO 17 2018 REPLAT HM2020010

Note: Assessor's Map Numbers Shown in Edges
 Assessor's Parcel Numbers Shown in Circle
 The map is prepared
 for the purpose of
 showing the location
 of parcels and is not
 intended for conveyance
 purposes (M.S. 18.010)

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Payoff Remaining Assessment</u>	DATE	<u>02/07/2023</u>
DEPARTMENT	<u>City Council</u>	SPONSOR	<u>Lord</u>
REQUESTED AMOUNT	<u>\$ 15,424</u>		

DESCRIPTION	It is in the City's best interest to close out this assessment district in the fairest and most equitable manner based on the known history and written record associated with what was once Lot 11-A.
-------------	--

FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	0%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	100%	0%	0%	0%

FUNDING SOURCE 1: HART-ROADS	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 5,918,071</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 3,810,014</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 15,424</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 2,092,634</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

**CITY OF HOMER
HOMER, ALASKA**

City Clerk

RESOLUTION 08-106(A)

A RESOLUTION OF THE HOMER CITY COUNCIL CONFIRMING THE ASSESSMENT ROLL, ESTABLISHING DATES FOR PAYMENT OF SPECIAL ASSESSMENTS AND ESTABLISHING DELINQUENCY, PENALTY AND INTEREST PROVISIONS FOR THE SPRUCEVIEW AND WEST NOVIEV ROAD RECONSTRUCTION AND PAVING ASSESSMENT DISTRICT.

WHEREAS, In compliance with Chapter 17, Improvement District, of the Homer City Code, the Homer City Council created a Road Reconstruction and Paving Improvement District for Spruceview Avenue and West Noviev/South Mullikin/South Wright Streets; and

WHEREAS, Spruceview Avenue Road Reconstruction and Paving Improvement District was created via Resolution 04-50 on May 25, 2004, and West Noviev was created via Resolution 05-78 on July 25, 2005, both at the property owner share of assessments \$30 per front foot for reconstruction and \$17 per front foot for paving; and

WHEREAS, A public hearing was held on June 24, 2004 for Spruceview and a public hearing was held on August 22, 2005 for West Noviev to hear objections to the formation of such districts; and

WHEREAS, Resolution 04-76 was adopted by Council on September 13, 2004 for Spruceview and Resolution 05-107 was adopted by Council on October 24, 2005 for West Noviev authorizing the formation of the Spruceview and West Noviev Road Reconstruction and Paving Improvement Districts; and

WHEREAS, In the 2008 construction season improvements for Spruceview and West Noviev Road Reconstruction and Paving Improvement Districts were completed; and

WHEREAS, The Spruceview and West Noviev Road Reconstruction and Paving Improvement District, after completion, was accepted for City Maintenance and forwarded for final process and a public hearing date was set for April 28, 2008 via Resolution 08-32; and

WHEREAS, An assessment roll was prepared and a public hearing was held on April 28, 2008 and again on August 25, 2008 to hear objections for the purpose of making corrections to the final assessment roll; and

WHEREAS, All assessment per parcel corrections deemed necessary have been made; and

WHEREAS, The assessment roll as presented by the City Clerk and reviewed and corrected where necessary and attached hereto as Attachment A, is hereby confirmed as the official assessment roll for the Spruceview and West Noviev Road Reconstruction and Paving Improvement District and the Mayor and Clerk shall be directed to sign same.

NOW, THEREFORE, BE IT RESOLVED THAT ON OR BEFORE 5:00 p.m. on April 1, 2009, all assessments in the Spruceview and West Noview Road Reconstruction and Paving Assessment District shall become due and payable in full. All assessments not paid in full by this date shall be considered delinquent and in default and shall have added a penalty of ten percent (10%) which penalty and principal amount of the assessment shall both draw interest at a rate of one and one half percent (1.5%) per annum until paid. Should default occur, the City of Homer will institute a civil action for a foreclosure of the assessment lien. Foreclosure shall be against all property on which assessments are in default. All costs including collection and legal fees resulting from such action, shall be added and incorporated into the assessed amount due plus interest and penalties and shall be reimbursed from the proceeds of foreclosure sale of the assessed real property; and

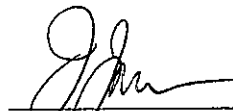
BE IT FURTHER RESOLVED that an optional ten (10) year payment plan is offered whereby the assessment may be paid in ten (10) equal yearly installments plus interest of one and one half percent (1.5%) on the unpaid balance of the assessment. The first such installment shall be due and payable without interest on or before 5:00 p.m. April 1, 2009 and each installment thereafter shall be due on or before April, of each year, plus interest on the unpaid balance of the assessment. If any annual installment payment is not received when due, the entire outstanding principal amount of the assessment shall be in default and shall be immediately due and payable. The entire outstanding assessment principal (including the annual installment) shall have added a penalty of ten percent (10%) on the outstanding principal. The principal and penalty shall draw interest at the rate of fifteen percent (15%) per annum until paid. Should default occur, the City will institute civil action for foreclosure of the assessment lien. Foreclosure shall be against all property on which assessments are in default. All costs including collection and legal fees resulting from such action shall be added and incorporated into the assessed amount due plus interest and penalties, and shall be reimbursed from the proceeds of foreclosure sale of the assessed real property.

PASSED AND ADOPTED by the Homer City Council on this 13th day of October, 2008.

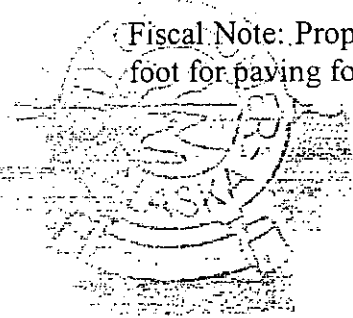
CITY OF HOMER


JAMES C. HORNADAY, MAYOR

ATTEST:


JO JOHNSON, CMC, CITY CLERK

Fiscal Note: Property owners' share \$30 per front foot for road reconstruction and \$17 per front foot for paving for a total of \$316,705.45; \$1,148,442.55 paid by City.



FINAL ASSESSMENT ROLL

PROJECT NAME: Spruceview Avenue Road Reconstruction and Paving Improvement District

ACTUAL PROJECT COST: **\$1,040,288.00**

ABUTTING PROPERTY OWNERS ASSESSED \$30 PER FRONT FOOT FOR RECONSTRUCTION & \$17 PER FRONT FOOT FOR PAVING: **\$193,716.79**

HOMER ACCELERATED ROADS AND TRAILS PROGRAM (HART) SHARE: **\$846,571.21**

DATE: October 15, 2008

OWNER/ADDRESS	LEGAL DESCRIPTION PARCEL NO.	FRONT FOOTAGE	ASSESSED PROPERTY VALUE	ASSESSED ESTIMATED PROPERTY SHARE OF ASSESSMENT (Amount for Road and Paving)
JAMES V. HUNTER 1407 BAY AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 9 BLK 3 175-123-09	135.2'	\$16,800.00	\$6,354.40
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 10 BLK 3 175-123-10	75'	\$16,800.00	\$3,525.00
DANIEL B. & CINDY S. WEATHERLY P.O. BOX 1018 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 11 BLK 3 175-123-11	75'	\$16,800.00	\$3,525.00
ALLAN & MARY ANNE COLEMAN P.O. BOX 102600 ANCHORAGE, AK 99510	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 12 BLK 3 175-123-12	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 13 BLK 3 175-123-13	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS 2004 ADDN LOT 14-A BLK 3 175-123-18	67'	\$14,700.00	\$3,149.00
MARSHA KORPI P.O. BOX 1033 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS 2004 ADDN LOT 15-A BLK 3 175-123-19	83'	\$86,700.00	\$3,901.00

DANIEL T. CORNELIUS 3855 WRIGHT STREET HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 16 BLK 3 175-123-16	135.2'	\$142,100.00	\$6,354.40
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 9 BLK 4 175-124-09	135.2'	\$18,900.00	\$6,354.40
TINA M. BAUGHER 209 W DIAMOND BLVD STE 4 ANCHORAGE, AK 99515	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 10 BLK 4 175-124-10	75'	\$91,600.00	\$3,525.00
LOU G. STEWART 344 NOVIEW AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 11 BLK 4 175-124-11	75'	\$223,700.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 12 BLK 4 175-124-12	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 13 BLK 4 175-124-13	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 14 BLK 4 175-124-14	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 15 BLK 4 175-124-15	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 16 BLK 4 175-124-16	105.2'	\$20,300.00	\$4,994.40
KENAI PENINSULA BOROUGH 144 N. BINKLEY STREET SOLDOTNA, AK 99669	T6S R13W S19 SEWARD MERIDIAN HM2000022 HOMER SCHOOL SURVEY 1999 CITY ADDN TRACT 1 175-100-69	904.5'	\$17,320,800.00	\$42,511.50

HOMER SOCIETY OF NATURAL HISTORY INC. 3779 BARTLETT STREET HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM 2003088 ALFRED ANDERSON 2003 ADDN TRACT A 175-101-22	336.34'	\$327,600.00	\$15,807.98
MARVIN L. & JUDITH K. HANSON P.O. BOX 490 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0860044 BUNNELL SUB 17 LOT 11-A 175-133-27	358.11'	\$53,700.00	\$16,831.17 *deferred due to access situation HCC 17.04.160
CITY OF HOMER 491 E PIONEER AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0860044 BUNNELL SUB 17 LOT 11-B 175-133-28	361.9'	\$30,900.00	\$17,009.30
	T6S R13W S19 SEWARD MERIDIAN HM0860044 BUNNELL SUB 17 LOT 12-A 175-133-29	374.57'	\$58,200.00	\$17,604.79
DAN GINGERICH 8750 LAFAYETTE PLAIN CITY ROAD PLAIN CITY, OH 43064	T6S R13W S19 SEWARD MERIDIAN HM0000049 BUNNELLS SUB LOT 13 PORTION THEREOF LYING WEST OF STREAM BED 175-141-22	225'	\$60,100.00	\$10,575.00
EDITH J. DAVIS 3817 BARTLETT STREET HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0860044 BUNNELL SUB 17 LOT 13-B 175-133-30	149.35'	\$157,700.00	\$7,019.45

* HCC 17.04.160 Agreement for deferred or corner lot assessment double frontage property. a. Through lots in an road reconstruction and/or paving improvement District, having a frontage on two parallel streets, or flag lots having a frontage on two perpendicular streets can be exempt from a double front foot assessment, when only one lot access exists. Corner lots are exempt from a double front footage assessment and the total assessment shall not exceed the longest side of the lot. Previous reconstruction assessments apply to reconstruction assessments and previous paving assessments apply to paving assessments. The owner(s) of property shall file a "Deferred Assessment Agreement" with the City, prior to the end of the filing period for objections to the district noted in Section 17.04.050 of this chapter. The agreement shall contain a statement that the lot in question fronts two streets; however, the property owner has only one access onto the lot and shall pay the assessment on which the access is located. At such time as another access is made then the property owner agrees to pay the assessed front footage on which the new access has been made. The agreement shall be recorded with the Homer District Recorder's office.

10/15/08 - jj

FINAL ASSESSMENT ROLL

PROJECT NAME: West Noview Avenue Road Reconstruction and Paving Improvement District

ACTUAL PROJECT COST: \$424,860.00

ABUTTING PROPERTY OWNERS ASSESSED \$30 PER FRONT FOOT FOR RECONSTRUCTION & \$17 PER FRONT FOOT FOR PAVING: \$122,988.66

HOMER ACCELERATED ROADS AND TRAILS PROGRAM (HART) SHARE: \$301,871.34

DATE: October 15, 2008

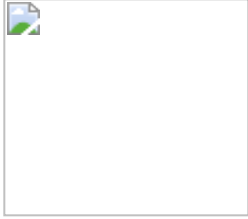
OWNER/ADDRESS	LEGAL DESCRIPTION PRACEL NO.	FRONT FOOTAGE	ASSESSED PROPERTY VALUE	ASSESSED ESTIMATED PROPERTY SHARE OF ASSESSMENT (Amount for Road and Paving)
MICHAEL F. & MARILYN V. HARRIGAN P.O. BOX 2254 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 16 BLK 2 175-121-09	135.2'	\$16,800.00	\$6,354.40
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 15 BLK 2 175-121-10	75'	\$16,800.00	\$3,525.00
SCOTT C. SPRAGUE 11001 HIDEAWAY TRL. ANCHORAGE, AK 99507	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 14 BLK 2 175-121-11	75'	\$16,800.00	\$3,525.00
IVAN A. & PAULINE E. BENSON P.O. BOX 81 ANCHOR POINT, AK 99556	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 13 BLK 2 175-121-12	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 12 BLK 2 175-121-13	75'	\$16,800.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 11 BLK 2 175-121-14	75'	\$16,800.00	\$3,525.00
MICHAEL M. DISLER P.O. BOX 2976 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM2002065 HARRINGTON HEIGHTS DISLER ADDN LOT 9-A BLK 2 175-121-17	150'	\$44,200.00	\$7,050.00
CHARLES H. WEHNER & KARLENE FORE 570 BUCHANAN LOOP ROAD TEXARKANA, TX 75501	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 9 BLK 1 175-122-09	135.2'	\$52,500.00	\$6,354.40

MICHAEL & LEDA DISLER P.O. BOX 2976 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 1 BLK 1 175-122-01	135.2'	\$171,200.00	\$6,354.40
HAROLD BILLUPS 475 SOUNDVIEW AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 1 BLK 2 175-121-08	135.2'	\$257,800.00	\$6,354.40
DENNIS THAUTE 319 E BAYVIEW AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 8 BLK 2 175-121-01	135.2'	\$38,100.00	\$6,354.40
KIRK OLSEN P.O. BOX 580 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM2003054 DAYBREEZE PARK LOT 1 BLK 1 175-103-08	125'	\$51,900.00	\$5,875.00
	T6S R13W S19 SEWARD MERIDIAN HM2003054 DAYBREEZE PARK LOT 26 BLK 1 175-103-34	163.45'	\$56,400.00	\$7,682.15
	T6S R13W S19 SEWARD MERIDIAN HM2003054 DAYBREEZE PARK LOT 27 BLK 1 175-103-35	163.45'	\$56,400.00	\$7,682.15
JON & CHARLENE SAUERBREY 40291 BOULDER PARK LANE SOLDOTNA, AK 99669	T6S R13W S19 SEWARD MERIDIAN HM2003054 DAYBREEZE PARK LOT 29 BLK 1 175-103-36	168.48'	\$57,700.00	\$7,918.56
JAMES V. HUNTER 1407 BAY AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 9 BLK 3 175-123-09	135.2'	\$16,800.00	\$0.00 * Assessed on Spruceview in the amount of \$6,354.40 for 135.2' of front footage
THOMAS S. & MARIA DALE SMALL P.O. BOX 2083 FRIDAY HARBOR, WA 98251	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 6 BLK 3 175-123-03	75'	\$16,800.00	\$3,525.00
D. PAUL & JEANNETTE P. MORTON P.O. BOX 2963 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 8 BLK 3 175-123-01	135.2'	\$16,800.00	\$6,354.40
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 7 BLK 3 175-123-02	75'	\$16,800.00	\$3,525.00

AULIKKI KNIGHT P.O. BOX 507 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 5 BLK 3 175-123-04	75'	\$42,500.00	\$3,525.00
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 4 BLK 3 175-123-05	75'	\$70,500.00	\$3,525.00
MARSHA KORPI P.O. BOX 1033 HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 3 BLK 3 175-123-06	75'	\$126,900.00	\$3,525.00
KENNETH A. BERGMAN P.O. BOX 726 ANCHOR POINT, AK 99556	T6S R13W S19 SEWARD MERIDIAN HM2002066 HARRINGTON HEIGHTS BERGMAN ADDN LOT 1-A BLK 3 175-123-17	150'	\$108,500.00	\$7,050.00
DANIEL T. CORNELIUS 3855 WRIGHT STREET HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 16 BLK 3 175-123-16	135.2'	\$142,100.00	\$0.00 * Assessed on Spruceview in the amount of \$6,354.40 for 135.2' of fr ont footage
	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 9 BLK 4 175-124-09	135.2'	\$18,900.00	\$0.00 * Assessed on Spruceview in the amount of \$6,354.40 for 135.2' of fr ont footage
LOU G. STEWART 344 NOVIEW AVENUE HOMER, AK 99603	T6S R13W S19 SEWARD MERIDIAN HM0640626 HARRINGTON HEIGHTS SUB LOT 1 BLK 4 175-124-01	135.2'	\$16,800.00	\$6,354.40

* HCC 17.04.160 Agreement for deferred or corner lot assessment double frontage property. a. Through lots in an road reconstruction and/or paving improvement District, having a frontage on two parallel streets, or flag lots having a frontage on two perpendicular streets can be exempt from a double front foot assessment, when only one lot access exists. Corner lots are exempt from a double front footage assessment and the total assessment shall not exceed the longest side of the lot. Previous reconstruction assessments apply to reconstruction assessments and previous paving assessments apply to paving assessments. The owner(s) of property shall file a "Deferred Assessment Agreement" with the City, prior to the end of the filing period for objections to the district noted in Section 17.04.050 of this chapter. The agreement shall contain a statement that the lot in question fronts two streets; however, the property owner has only one access onto the lot and shall pay the assessment on which the access is located. At such time as another access is made then the property owner agrees to pay the assessed front footage on which the new access has been made. The agreement shall be recorded with the Homer District Recorder's office.

10/15/08 - jj



CITY OF HOMER

PUBLIC WORKS

3575 HEATH STREET HOMER, AK 99603

TELEPHONE (907)235-3170

FACSIMILE (907)235-3145

MEMORANDUM 08-142

TO: Walt Wrede, City Manager
FROM: Carey Meyer, Public Works Director
DATE: October 8, 2008
RE: **Spruceview/Noview Road LID Assessment Question
Lot 11A, KPB Parcel 175-133-27, Marvin and Judith Hanson**

When the Spruceview Road LID was created, the parcel was expected to be a corner lot located at the northwest corner of Spruceview Avenue and Bartlett Street. Today, this property does not technically abut the new Spruceview road project (it is separated by a strip of land dedicated as a City Park after the LID was created), no legal access from Spruceview currently exists across the park property. Access to Lot 11A is currently off of Bartlett.

Mr. Hanson's has approached the City regarding obtaining access across the park property on the west side of Woodard Creek to serve a proposed new lot. Mr. Hanson has indicated a willingness to pay some portion of the proposed Spruceview Road LID assessment if access is approved by the City. The City Council would need to approve any access across park property.

Recommendations: Since Lot 11A is separated from Spruceview Avenue by a dedicated park, no assessment for Lot 11A should be levied at this time. If in the future access is provided across the park property to any portion of Lot 11A, an assessment would be due based on frontage of the lot being served.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

There were no public comments.

RECONSIDERATION

None.

CONSENT AGENDA

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

A. Homer City Council unapproved meeting minutes of September 15, 2008 Special Meeting and September 22, 2008 Regular and Special Meetings. City Clerk.

Mayor Hornaday called for a motion for the adoption of the recommendations of the consent agenda as read.

HEIMBUCH/HOWARD – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

VISITORS

A. Martha Madsen, News from Yelizovo, Russia

Martha Madsen, visiting from Yelizovo, noted the sister city relationship between Homer and Yelizovo in 2000. She read a letter from the Mayor of Yelizovo inviting our city to visit Yelizovo. In the last year the political structure has changed, they now have two mayors.

B. State Representative Paul Seaton

Representative Seaton provided a handout of testimony of Gene Bubay, senior vice president of SEMCO, owner of Enstar from the Special Session in Juneau. He testified there is an obligation to bring natural gas to Homer from the North Fork Unit, as there are 2,000 committed customers. He suggested a discussion with Armstrong and Enstar. Gas drilling has been going on in the North Fork Unit for some time. A second well has been drilled, and although there has been no public announcement, it is thought to be a successful field. Armstrong is to build an eight-mile gas line to Anchor Point and Enstar would bring it to Homer. Should Armstrong decide to build, Alaska Gas Inducement Authority said they could help with financing and contracting. Locally in Nikiski there is a huge LNG (Liquid Natural Gas) plant. Many businesses along the Talkeetna to Fairbanks route run on natural gas and get LNG. If Homer is interested in a stable source of energy we will meet with Enstar, Armstrong and Conocco Phillips. With LNG, cryogenic bottles could go to Seldovia, Nanwalek and Port Graham. We have been looking at gas as a stable source of energy for a long time.

ANNOUNCEMENTS/PRESENTATIONS/BOROUGH REPORT/COMMISSION REPORTS

A. Point of View by Nancy Lord, Library Advisory Board, “Survey being used to help plan future services at Homer library.”

Michael Hawfield, Library Advisory Board Chair, complimented Nancy Lord on the Point of View she wrote. He thanked Public Works for getting the painting hung in the library. He thanked Deputy City Clerk Krause for her help with the survey summary. The community is pleased with the library. In the survey there are lots of suggestions, but few complaints. Suggestions are to extend the hours of operation, additions to the collections and technological improvements. Comments included landscaping, parking, signage, drainage, and snow removal. He thanked everyone that applied to the survey.

B. Canvass Board Report, Jo Johnson, City Clerk

City Clerk Johnson reported the Canvass Board met on October 10th with the following final figures:

Mayor: Mike Heimbuch 457 votes, 39%; James Hornaday 630 votes, 53%; Write-in 92, 8%.

City Council 3-year term: Barbara Howard 780 votes, 66%; David Lewis 640 votes, 53%, Write-in 49, 4%.

City Council 2-year term: Bryan Zak 757 votes, 63%; Write-in 91 votes, 8%.

1,058 regular voters, 136 absentee voters, 10 special needs voters, 2 questioned voters for a total of 1,206 voters. Total registered voters are 4,270. Turnout was 28%.

PUBLIC HEARING(S)

A. **Ordinance 08-34**, An Ordinance of the City Council of Homer, Alaska, Appropriating Six Hundred Thousand Dollars (\$600,000) from the General Fund Reserves and Transferring Those Funds to the Permanent Fund. Wythe. Introduction July 28, 2008, Public Hearing October 13, 2008 and Second Reading October 27, 2008.

Leonard Wells, city resident, urged Council not to transfer money to the Permanent Fund as written. The Permanent Fund is supposed to be for unexpected revenues. The funds would be better used to fund depreciation or pay down loans. It would not be as objectionable if other funds become available to set up a fund. The money should be sent back to the taxpayers.

B. **Ordinance 08-35(A)**, An Ordinance of the City Council of Homer, Alaska, Appropriating Five Hundred Thousand Dollars (\$500,000) from the General Fund Reserves for the Purpose of Reducing Water and Sewer Bills for the Purposes of Reducing Water and Sewer Bills on a Temporary Basis. Mayor. Introduction July 28, 2008, Public Hearing and Second Reading October 13, 2008.

Leonard Wells, city resident, urged Council to pass the Ordinance 08-35(A) as it gets the money back to the people it was over-collected from.

Rich Fetterhoff, encouraged strong consideration of the ordinance. The rate increase action last spring was devastating to a lot of businesses. He has owned the Pioneer Inn for the last 20 years, Rate increases last spring added a \$2,000 tax on him. The enterprise system of running the water and sewer program is not working; it needs to be subsidized. Before giving money to other associations we have to get the basic functions working. Businesses are paying six to eight times what Kenai, Soldotna and Seward are paying.

Mayor Hornaday called for a motion for the adoption of Ordinance 08-35(A) by reading of title only for second and final reading.

ROBERTS/SHADLE - MOVED TO ADOPT.

Councilmember Roberts called for a point of order. Telephonic participants could not be heard in Council Chambers, although they were heard by KBBI.

City Clerk Johnson commented there would still be a quorum in the absence of the two councilmembers.

Mayor Hornaday called for a at 7:42 p.m. and reconvened the meeting at 7:50 p.m.

Telephone connection was re-established with Councilmembers Novak and Shadle.

Councilmember Shadle has seconded the motion to adopt.

Councilmember Shadle asked to be more specific about temporary basis and to see how the plan would work. Council briefly discussed the budget issues and those without water who may be subsidizing the program.

NOVAK/SHADLE - MOVED TO POSTPONE TO THE SECOND MEETING IN NOVEMBER.

There was no discussion.

VOTE: YES. SHADLE, NOVAK

VOTE: NO. ROBERTS, WYTHE, HOWARD, HEIMBUCH

Motion failed.

Councilmember Wythe noted there are 1,500 meters in the City, meaning less than half of the City's residents enjoy water and sewer service. She has a hard time asking people who contribute through sales tax for the infrastructure build-out to further subsidize the program. The object of the enterprise fund is those that use the services pay and those that don't use services are not unduly taxed.

Councilmember Heimbuch explained the users on the system are not responsible for rate increases. Water and sewer rates were raised last year and this year's budget suggests a 27% water raise across the board for some large users. Water, sewer, and other services are disproportional within the city. If we don't increase rates, money will have to be pulled from reserves or shortages reallocated through the general fund.

Councilmember Novak commented the ordinance and rate increase would cancel each other. It is likely the services will need subsidizing.

VOTE: YES. SHADLE, NOVAK

VOTE: NO. HEIMBUCH, ROBERTS, WYTHER, HOWARD

Councilmember Roberts called for a point of order if votes we cannot hear can be counted.

Mayor Hornaday ruled votes could be counted as they were heard on the radio.

Motion failed.

Councilmember Wythe called for a point of order to decide if we continue on with the phone session we cannot hear.

WYTHER/ROBERTS - MOVED TO DISCONNECT THE PHONE CONVERSATION BECAUSE WE HAVE NO WAY OF MAINTAINING IT IN A MANNER THAT ALLOWS BUSINESS TO CONDUCT.

Brief discussion ensued on councilmember's ability to participate when they are inaudible within council chambers.

ROBERTS/WYTHER – MOVED TO AMEND WHEN WE DISCONNECT THAT WE GIVE EXCUSED ABSENCES.

There was no discussion.

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

Motion carried.

Discussion ensued on disconnecting participants. Asked if the doctrine of necessity presides, City Attorney Klinkner replied that it does not help in this situation.

Councilmember Shadle objected.

Councilmembers Shadle and Novak were disconnected at 8:03 p.m.

VOTE: (motion as amended, four remaining councilmembers) YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

C. **Ordinance 08-46**, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2008 Operating Budget by Authorizing the Transfer of \$27,445 from the General Fund to the Public Works Department for the Purchase of Caselle Software. City Manager. Introduction September 22, 2008, Public Hearing and Second Reading October 13, 2008.

Memorandum 08-135 from Planning Technician as backup.

Ordinance 08-46(S), An Ordinance of the City Council of Homer, Alaska, Amending the FY 2008 Operating Budget by Authorizing the Transfer of \$10,171.16 from the General Fund for the Purchase of Caselle Software. City Manager. Introduction September 22, 2008, Public Hearing and Second Reading October 13, 2008.

Leonard Wells, city resident, questioned the difference between Ordinance 46 and 46(S).

City Manager Wrede clarified the first ordinance had the wrong account numbers, with the remainder of the money found in existing budgets. Ordinance 08-46(S) provides for \$10,171.16 of new money; \$37,000 total cost.

Mayor Hornaday called for a motion to substitute Ordinance 08-46(S) for Ordinance 08-46.

WYTHE/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Hornaday called for a motion for the adoption of Ordinance 08-46(S) by reading of title only for second and final reading.

WYTHE/HOWARD – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

D. **Ordinance 08-47**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Loan Increase in the Amount of \$3 Million Dollars from the Alaska Department of Environmental Conservation (DEC) for Construction of the New Water Treatment Plant. City Manager. Introduction September 22, 2008, Public Hearing and Second Reading October 13, 2008.

There was no public testimony.

Mayor Hornaday called for a motion for the adoption of Ordinance 08-47 by reading of title only for second and final reading.

HEIMBUCH/WYTHE – SO MOVED.

City Manager Wrede stated Council authorized an \$8M loan. The first \$5M was applied for as part of Phase I. The agreement with the lending institution concerned how much money we would get from grants. It turns out there is a need for authorization to borrow the money.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ORDINANCE(S)

A. **Ordinance 08-48**, An Ordinance of the City Council of Homer, Alaska, Accepting and Appropriating a Department of Military and Veterans Affairs, Alaska Division of Homeland Security and Emergency Management (DHS&EM) Grant, 2007-GE-H7-0025, State Grant Number: 07PSIC-GR3403707, in the Amount of \$135,618.00 for the Homer Volunteer Fire Department (HVFD) Public Safety Interoperable Communications. City Manager/Fire Chief. Recommended Dates: Introduction October 13, 2008, Public Hearing and Second Reading October 27, 2008.

Mayor Hornaday called for a motion for the adoption of Ordinance 08-48 for introduction and first reading by reading of title only.

WYTHE/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. **Ordinance 08-49**, An Ordinance Amending Homer City Code 9.04.046 to Exempt Certain Property Used Exclusively for Community Purposes from Property Taxation. Novak. Recommended Dates: Introduction October 13, 2008, Public Hearing and Second Reading October 27, 2008.

Mayor Hornaday called for a motion for the adoption of Ordinance 08-49 for introduction and first reading by reading of title only.

WYTHE/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

CITY MANAGER'S REPORT

A. City Manager's Report

Items discussed were a lower deductible for Seawall insurance, a tour of the Water Treatment Plant and funding to implement the Climate Action Plan. Boiler issues at the West Elementary building, restrictions on what the property can be used for and property resale policies. The West Elementary property came from the federal government to the Borough, with a restriction on the deed to educational, public, or community services. City Manager Wrede was asked to report how the City could get around selling the property at less than the assessed value. Discussion ensued on destroying the building that is in disrepair. It was suggested state firefighters could use the site for a huge demonstration project. Asbestos is encapsulated in the building. As soon as the building is torn down there is an asbestos mitigation issue. The City would be far ahead if they could get rid of the building.

B. Question of the Week

COMMITTEE REPORT

- A. Comprehensive Plan Community Advisory Committee
- B. Public Arts Committee
- C. Transportation Advisory Committee
- D. Permanent Fund Committee
- E. Lease Committee

PENDING BUSINESS

A. **Ordinance 08-12(S)(A-2)**, An Ordinance of the City Council of the City of Homer, Alaska, Amending Homer City Code Title 21 (Zoning) Adding Chapter 21.56 to the Homer City Code Creating the Scenic Gateway Overlay District to Further Regulate Development Along the Sterling Highway from Rogers Loop on the Baycrest Hill to the Intersection of the Sterling Highway and Pioneer Avenue. City Manager/Planning. Introduction March 10, 2008, Postponed to October 13, 2008.)

HEIMBUCH/WYTHER – MOVED TO ADOPT.

WYTHER/ROBERTS – MOVED TO AMEND TO CHAPTER 21.43 ON CLERK'S ADVISOR AUTHORITY TO RENUMBER SECTIONS.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Heimbuch stated the ordinance is controversial and the new council should hear it.

HEIMBUCH/WYTHER – MOVED TO POSTPONE TO THE NEXT REGULARLY SCHEDULED MEETING.

Councilmember Wythe expressed support for the same four people to make the determination.

Both Councilmembers Novak and Shadle previously declared conflicts.

HEIMBUCH/WYTHE – MOVED TO WITHDRAW THE MOTION.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

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

Motion carried.

B. **Resolution 08-45(S)**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Preparing the 65% Final Design for the New City Hall/Town Square Plaza to the Firm of Jay-Brant General Contractors of Homer, Alaska in the Amount of \$63,465.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works. (Postponed from March 24, 2008.)

Mayor Hornaday called for a motion to postpone Resolution 08-45(S) indefinitely.

HEIMBUCH/ROBERTS – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. **Resolution 08-46(S)**, A Resolution of the City Council of Homer, Alaska, Awarding the Contract from Preparing the 65% Final Design for the New City Hall/Town Square Plaza to the Firm of ECI/Hyer of Anchorage, Alaska in the Amount of \$264,619.00 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager/Public Works. (Postponed from March 24, 2008.)

Mayor Hornaday called for a motion to postpone indefinitely.

WYTHE/HOWARD – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

D. **Resolution 08-103**, A Resolution of the Homer City Council Exempting the Cottonwood Horse Park from all City Property Tax Meeting the Criteria of Kenai Peninsula Borough Code 5.12.100, Real Property Tax – Exemptions – Community Purpose Property – Conditions, Retroactive to January 1, 2008 and Authorizing the City Manager to Execute Any and All Associated Documents. Novak.

Per City Attorney the resolution is neither necessary nor sufficient for the proposed tax exemption.

WYTHE/HOWARD – MOVED TO POSTPONE INDEFINITELY.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

NEW BUSINESS

A. **Memorandum 08-136**, from City Clerk, Re: Request for Executive Session Pursuant to AS §44.62.310(C)(1, 2, 3 and 4), Matters, the Immediate Knowledge of Which Would Clearly have an Adverse Effect Upon the Finances of the Government Unit; Subjects that Tend to Prejudice the Reputation and Character of Any Person, Provided the Person May Request a Public Discussion; Matters Which by Law, Municipal Charter, or Ordinances are Required to be Confidential; and Confidential Records, Matters Involving Consideration of Government Records, that by Law are Not Subject to Public Disclosure. (Confidential Special Audit Report.)

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 08-136.

WYTHE - SO MOVED.

Motion failed for lack of a second.

B. **Memorandum 08-139**, from City Clerk, Re: Travel Authorization for Mayor Hornaday and Councilmembers Lewis, Roberts and Zak Attendance at Alaska Municipal League 58th Annual Local Government Conference in Ketchikan, Alaska, November 10-14, 2008.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 08-139.

WYTHE/HOWARD – SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

C. **Memorandum 08-141**, from City Clerk, Re: Deferred Assessment for Breckenridge, Hillside Acres Water and Sewer Local Improvement District.

D.

Mayor Hornaday called for a motion for the approval of the recommendations of Memorandum 08-141.

HEIMBUCH/WYTHE - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Mayor Hornaday called for a recess at 8:29 p.m. and reconvened the meeting at 8:37 p.m.

D. **Bid Opening – Request for Proposals** – Purchase City Property, Lot 2, Homer Public Library No. 2.

One bid was received. Paul and Melinda Taylor submitted a proposal to trade three lots immediately adjacent to Hickerson Memorial Cemetery for Lot 2 of Homer Public Library and a number of lots at Lillian Walli estates.

City Manager Wrede stated the bid does not surprise him. The City is running out of space quickly at the Hickerson Memorial Cemetery. He has been negotiating with Mr.

Taylor to purchase the lots. The proposal is not consistent with the RFP, with no down payment included and does not comply with the minimum bid. Council may reject the bid or authorize him to negotiate a sale or trade per HCC 18.12.050.

WYTHE/HOWARD – MOVED TO FIND THE BID FROM PAUL AND MELINDA TAYLOR NON RESPONSIVE, HOWEVER WOULD LIKE TO DIRECT STAFF TO BRING FORWARD A RECOMMENDATION FOR THE COUNCIL TO CONSIDER AT OUR MEETING ON OCTOBER 20TH FOR LOT TRADE.

Councilmember Wythe commented she is interested in finding out about the lots by the cemetery. Lillian Walli Estates properties are land-locked; you cannot get road access. Moving forward with discussion there would need to be a resolution where the City is paying down the loan on the new library. Councilmember Roberts echoed her concern with a trade.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

RESOLUTIONS

A. **Resolution 08-105**, A Resolution of the City Council of Homer, Alaska, Requesting Enstar to Establish if There is Sufficient Interest from Anchor Point and Homer Residences and Business in Hooking up to a Natural Gas Line to Warrant Developing the Distribution System and that Enstar be Requested to Investigate a Joint Venture for Supplying Barge Delivered Compressed Natural Gas to the Other Communities of House District 35. Novak.

City Clerk Johnson stated Councilmember Novak previously expressed his intent to postpone until December 8, 2008. He had communication with Enstar who suggested the resolution be postponed until December or January.

WYTHE/ROBERTS – MOVED TO POSTPONE UNTIL DECEMBER 8, 2008.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

B. Resolution 08-106, A Resolution of the Homer City Council Confirming the Assessment Roll, Establishing Dates for Payment of Special Assessments and Establishing Delinquency, Penalty and Interest Provisions for the Spruceview and West Noview Road Reconstruction and Paving Assessment District. City Clerk.

Memorandum 08-140 from Public Works Director as backup.

Memorandum 08-142 from Public Works Director as backup.

Memorandum 08-143 from Public Works Director as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 08-106 by reading of title only.

ROBERTS/HOWARD - SO MOVED.

ROBERTS/HOWARD - MOVED TO AMEND PAGE 322 TOP, THE NOW THEREFORE BE IT RESOLVED SHOULD SAY APRIL 1, 2009 AND THE FOURTH LINE IN THE NEXT PARAGRAPH SHOULD BE APRIL 1, 2009.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ROBERTS/HOWARD – MOVED TO AMEND THE ASSESSMENT ROLL FOR THE PRATT MUSEUM PARCEL #175-101-22 SHOULD BE A DEFERRED ASSESSMENT, EDITH DAVIS PARCEL #175-133-30 SHOULD BE ELIGIBLE FOR A DEFERRED ASSESSMENT AND HANSON PARCEL #175-133-27 SHOULD BE A DEFERRED ASSESSMENT.

City Attorney Klinkner commented on HCC 17.04.160. When only one of two streets front the assessment, the section does not apply for deferral of assessment as it is not a property susceptible to being charged twice.

ROBERTS/HOWARD - MOVED TO WITHDRAW THE MOTION.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ROBERTS/WYTHE – MOVED TO AMEND THE ASSESSMENT ROLL FOR PRATT MUSEUM PARCEL #175-101-22 TO BE A DEFERRED ASSESSMENT.

City Attorney Klinkner advised one side of the museum parcel fronts on Spruceview, another fronts on W. Pioneer Avenue that is not a part of the district. Authorization for a deferral of assessment can only be done when two parts are being improved. Code does not authorize a deferral.

VOTE: NO. UNANIMOUS.

Motion failed.

ROBERTS/WYTHE - MOVED TO AMEND THE ASSESSMENT ROLL TO ALLOW MARVIN AND JUDY HANSON PARCEL #175-133-27 FOR DEFERRED ASSESSMENT.

City Attorney Klinkner advised the parcel as platted will not be adjacent to the approved street, thus the deferral would be appropriate.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ROBERTS/WYTHE - MOVED TO AMEND THE ASSESSMENT ROLL FOR EDITH DAVIS, PARCEL #175-133-30 FOR A DEFERRED ASSESSMENT.

City Attorney Klinkner advised it is a corner lot on Spruceview and Bartlett. Bartlett is not being approved and is not eligible for a deferred assessment.

VOTE: NO. UNANIMOUS.

Motion failed.

Mrs. Davis is to be notified she may apply for a deferral under a different section.

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

Motion carried.

C. **Resolution 08-107**, A Resolution of the City Council Certifying the Results of the City of Homer Regular Election held October 7, 2008 to Elect the Mayor and Three Council Members. City Clerk.

Resolution 08-107(S), A Resolution of the City Council Certifying the Results of the City of Homer Regular City Election Held October 7, 2008 to Elect the Mayor and Three Council Members. City Clerk/Canvass Board.

Mayor Hornaday called for a motion for the adoption of Resolution 08-107(S) by reading of title only.

WYTHE/ROBERTS - SO MOVED.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

D. **Resolution 08-108**, A Resolution of the Homer City Council Adopting the 2009-2014 Capital Improvement Plan and Establishing Capital Project Legislative Priorities for Fiscal Year 2010. Mayor/City Council.

Memorandum 08-138 from Special Projects Coordinator as backup.

Mayor Hornaday called for a motion for the adoption of Resolution 08-108 by reading of title only.

WYTHE/ROBERTS – SO MOVED TO ADOPT.

Councilmember Howard stated her conflict of interest with the hospital and excused herself.

City Attorney Klinkner confirmed Mrs. Howard's service on the hospital board. If a project is added or deleted she should recuse from discussion on the project. There is no doctrine of necessity to continue business on Resolution 08-108.

WYTHE/ROBERTS – MOVED TO POSTPONE TO A SPECIAL MEETING ON OCT 20TH.

There was no discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

E. **Resolution 08-109**, A Resolution of the Homer City Council in Support of a Full Time Adult Probation Officer in Homer. Howard.

Resolution 08-109(S), A Resolution of the Homer City Council Expressing Support for a Full Time Adult Probation Officer in Homer and Requesting Funding for that Position in the FY 2010 Department of Corrections Operating Budget. Howard.

Mayor Hornaday called for a motion for the adoption of Resolution 08-109(S) by reading of title only.

HOWARD/ROBERTS – SO MOVED.

Brief discussion ensued on the legislative request for a probation officer in Homer.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

E. **Resolution 08-110**, A Resolution of the City Council of Homer, Alaska, Authorizing an Application for Funding to the Alaska Energy Authority's Renewable Energy Grant Program for a Preconstruction Grant to Assess the Feasibility of Generating Power from Kachemak Bay Tidal Currents. City Manager.

Mayor Hornaday called for a motion for the adoption of Resolution 08-110 by reading of title only.

WYTHE/ROBERTS - SO MOVED.

Councilmember Wythe stated her employment with Homer Electric as the sole provider of utilities. She asked if it was a conflict of interest.

City Attorney Klinkner advised Councilmember Wythe had no conflict of interest.

There was no additional discussion.

VOTE: YES. NON OBJECTION. UNANIMOUS CONSENT.

Motion carried.

COMMENTS OF THE AUDIENCE

Leonard Wells, city resident, asked that Council consider the first comments of the public be moved to visitor, so they are separated. The audience would realize that is where they make speak. He differs with the councilmember who said 1,500 folks benefit from city water. There are 99% of 5,000 people that benefit from the system. You get water somehow unless you have a roof drainage system. Maybe all rates should be increased significantly. He commented on the request for executive session, asking that the subject be included. He asked about DOT talks with the City about Main Street, as mentioned at the last meeting. On deferment of property taxes, he doesn't know why the Pratt would not be allowed deferment. It means the rest of the property owners have to take up what they should be paying for.

COMMENTS OF THE CITY ATTORNEY

City Attorney Klinkner expressed his pleasure to be back in Homer. Attorney Holly Souzo provided a training session with the Planning Commission. They would be happy to share the training materials with the Council. There are three cases in litigation at the Superior Court level. All cases involve Frank Griswold, two standings to appeal to Board of Adjustment records and one for a records request. The three cases are expected to be closed at the end of November.

COMMENTS OF THE CITY CLERK

City Clerk Johnson had no comment.

COMMENTS OF THE CITY MANAGER

City Manager Wrede commented on the Department of Transportation follow-up in the Manager's Report. In discussions with DOT they talked about the Council's desire that a traffic light be placed at the Main Street and Sterling Highway intersection. DOT will provide figures for the light and a roundabout. He encouraged Council to keep DOT projects in the Capital Improvement Plan as it is one of the few ways for them to get money from the legislature.

COMMENTS OF THE MAYOR

Mayor Hornaday said he has been discussing capital projects with Walt Wrede and Anne Marie Holen. In the next two years there are very large capital projects. We tend to ask for small State amounts; he would recommend increased State lending as it is more possible than Federal funding.

COMMENTS OF THE CITY COUNCIL

Councilmember Wythe commented on Mr. Wells comments about water and sewer usage by people who are not on the system. There are a lot of citizens with wells and septic systems who should not be asked for tax dollars to supplement the system. They are asked to pay for their own system and would be asked to pay for one they don't benefit from. She appreciates the attorney here as there is immediate feedback on questions.

Councilmember Howard congratulated the Clerk's office for making the election a non-eventful event. She praised Finance Director Harville's budget document as a piece of artwork as it is well formatted and easy to read. She requested excusal from the October 27th meeting and telephonic participation for the November 10th meeting. She said goodbye to her good friend Mike Heimbuch and thanked him for his service.

Councilmember Heimbuch thanked everyone for a fun three years with amazing diversity. He thanked the voters for overwhelmingly passing a seasonal tax adjustment, although we will pay the price for it.

Councilmember Roberts responded to Mr. Wells regarding deferred tax assessments to certain people, the deferrals were for road reconstruction and paving districts instead of tax assessments. She is glad to see Martha Madsen from the Sister City and enjoyed hearing the updates.

ADJOURNMENT

There being no further business to come before the Council the meeting was adjourned at 9:17 p.m. by Mayor James C. Hornaday. The next Regular Meeting is scheduled for Monday, October 27, 2008 at 7:00 p.m. The next Committee of the Whole is scheduled for Monday, October 27, 2008 at 4:00 p.m. A Special Meeting is scheduled for Monday, October 20, 2008 at 7:00 p.m. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

JO JOHNSON, CMC, CITY CLERK

Approved: _____



City of Homer

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Memorandum

TO: Mayor Castner and Homer City Council
 FROM: Rob Dumouchel, City Manager
 DATE: February 22, 2023
 SUBJECT: City Manager's Report for February 27, 2023 Council Meeting

Return to Juneau

At the time of this report, I am attending the Alaska Municipal League's winter legislative conference in Juneau. I am joined by Mayor Castner and Councilmembers Aderhold, Erickson, and Lord. The agenda for the conference includes presentations from numerous elected officials and State agency executives. We are also meeting with legislators in their individual offices to talk about priorities for the City of Homer.

Sales Tax Update 4th Quarter of Calendar Year 2022

Complete sales tax numbers for calendar year 2022 have been released by the Kenai Peninsula Borough. The 4th quarter (or 2nd quarter of Fiscal Year 2023) saw a 2.6% increase in taxable sales over the previous year and is expected to bring in approximately \$2 million in total sales tax revenue (not including remote sales tax). Year over year, the City's taxable sales increased 7.2% and should amount to approximately \$12.5 million in total sales tax revenue (not including remote sales tax). The chart below (published by the Borough) shows taxable sales for all entities within the borough collecting sales tax.

	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Totals
Year 2022					
Seldovia	\$976,951	\$1,744,367	\$2,303,795	\$989,749	\$6,014,862
Homer	\$36,299,758	\$77,827,446	\$101,172,183	\$42,218,086	\$257,517,474
Kenai	\$61,624,319	\$79,967,139	\$88,845,665	\$74,181,082	\$304,618,205
Seward	\$17,369,593	\$62,459,008	\$87,677,358	\$18,794,482	\$186,300,442
Soldotna	\$61,058,785	\$77,209,406	\$109,067,307	\$71,464,092	\$318,799,590
Borough	\$222,280,216	\$402,256,222	\$545,582,919	\$257,832,071	\$1,427,951,428
Year 2021					
Seldovia	\$846,411	\$1,544,322	\$2,043,438	\$963,554	\$5,397,725
Homer	\$34,077,478	\$71,539,394	\$93,480,940	\$41,134,740	\$240,232,551
Kenai	\$60,664,356	\$76,511,978	\$84,681,697	\$72,433,401	\$294,291,432
Seward	\$15,782,733	\$53,738,399	\$81,034,345	\$18,497,772	\$169,053,249
Soldotna	\$59,209,295	\$75,808,900	\$101,951,279	\$71,429,985	\$308,399,458
Borough	\$206,324,193	\$367,279,005	\$502,422,365	\$251,701,471	\$1,327,727,034

Budget Prep

Staff has been hard at work putting together draft numbers for the FY24/25 Operating and Capital Budgets. I have gone line by line through the General Fund, Utility Fund, and Enterprise Budgets with department heads and division managers. Moving into March we will be assembling that information, along with the sales tax

forecasting we've been working on to get a complete draft operating budget to begin Council discussions on the next two-year budget.

Port Concepts of the Past

I've mentioned a few times that we should all expect to see a number of different conceptual designs as the Army Corps goes through their process of completing a General Investigation on the Port expansion project. I recently came to be in possession of nine designs that were published back in 2008 when we first started working with the Corps on this project. I don't think any of the below would be remotely adequate for our large vessel needs today, but they at least show the creativity that can be applied in the investigation phase.



Library Annual Report for 2022

Attached to this report is a document prepared by the Homer Public Library outlining the events, challenges, and successes the Library experienced in 2022.

Alaska Clean Water Actions Grant

The City of Homer has been awarded a \$153,308 grant from the Alaska Department of Environmental Conservation's Alaska Clean Water Actions (ACWA) program to design and construct the Beluga Slough Green Infrastructure Project. The total project is expected to cost \$234,620. This project is one of the four green infrastructure storm water management projects introduced in early 2022. It will capture sediment and other contaminants from one of Homer's primary storm drain systems, before the water is discharged into Beluga Slough, which in turn flows into the waters of Kachemak Bay, a designated critical habitat area. The remediation will be accomplished through the use of green infrastructure strategies, including a sediment/pollutant collection device, bio-swales, and wetland vegetation. The City has been collecting data related to water volumes to help with project scoping as well as design of the sediment/pollutant trap and swales. The City will collect water quality data before and after the green infrastructure installation to

document treatment effectiveness. The grant agreement and request for matching funds will be presented to Council soon.

Anchorage Boat Show

I've heard Port Director Hawkins say many times that the Anchorage Boat Show feels more like the Homer Boat Show in Anchorage. I visited this year's iteration and confirmed that Homer is indeed the dominant presence at the show.



Tsunami Siren Network Expansion

The Kenai Peninsula Borough's Office of Emergency Management has been working with Chief Robl and others to determine an appropriate location for a new siren. Working with Northern Enterprises Boatyard management, several potential locations were identified in the boatyard and transmitted to engineers for final planning. It is expected that installation will occur this summer and the new siren will provide coverage to the inundation zone located on Kachemak Drive at the northeast end of the Beluga Lake Drainage.

Homer Public Library 2022 Annual Report



Hundreds of people turned out for a memorial service for Duffy Murnane on June 12

- Jan. 1: All normal library services are available, though masks are still required in the building. The balance in the Library Endowment Fund stands at \$38,740.34. Paintings by Briana Hume are on display in the fireplace lounge through the end of March.
- Jan. 10: The library begins offering wireless hotspots for checkout.
- Jan. 30: AP Literature students at Homer High School contribute the first-ever student submission to *Reading Between the Lines* on KBBI.
- Feb. 4: South Peninsula Amateur Radio Club (SPARC) presents

The year began with COVID finally waning, but things never slowed down in the library. Four major topics dominated 2022.

In the spring, staff and the public discussed reorganizing City offices, including combining the library and IT divisions into a new standalone department. Towards the end of the year, the public debated a petition to remove LGBT-related titles from the children's and young adult collections. The Friends of Homer Library (FHL) moved forward with upgrading the trail and outdoor facilities on the western part of the library lot, holding placemaking workshops in March and May, developing three designs by August, conducting open houses and a survey in October, and narrowing the proposals down to one by early 2023. Finally, the library saw extensive maintenance issues throughout the year, including problems with the roof, sprinkler system, HVAC computer, front-door wheelchair switch, boilers, siding, carpeting and furniture.

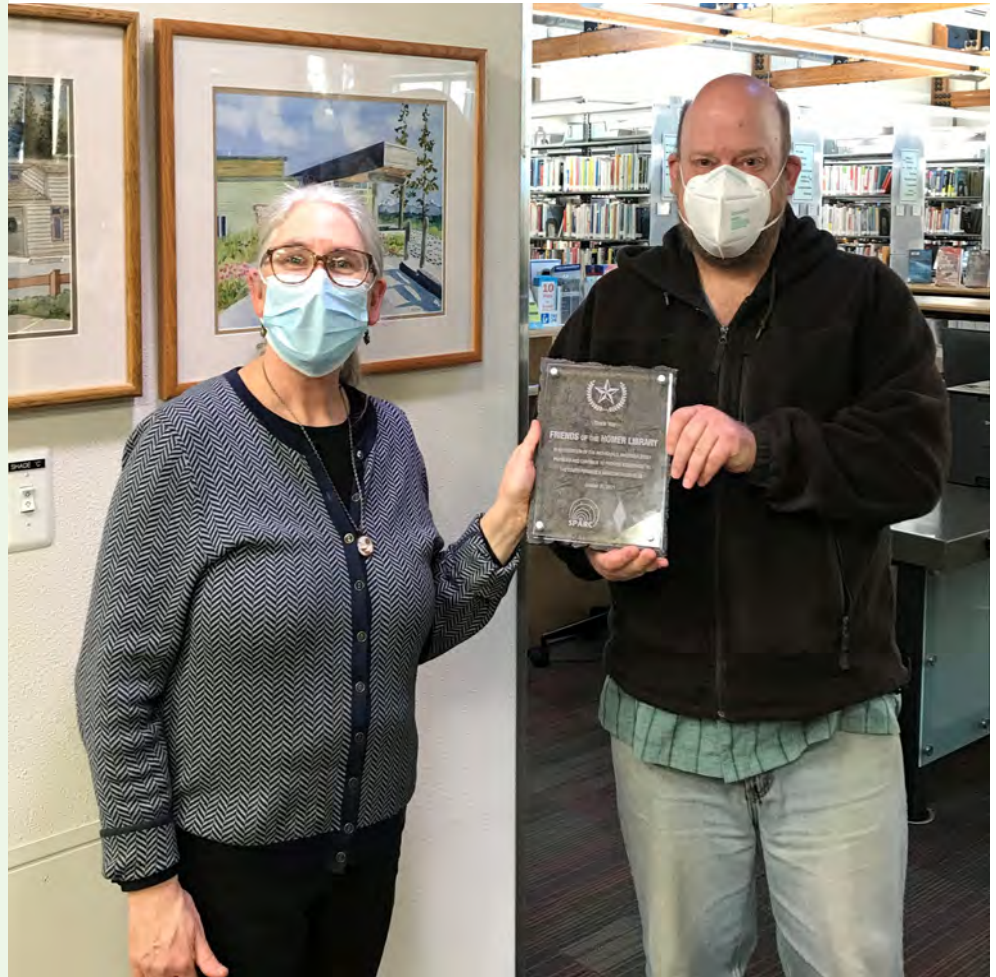
The library staff, FHL and LAB put forward enormous effort during this period, much of it unpaid. I wish to extend my personal gratitude for their dedication, professionalism and spirit of giving, without which the institution could not function. Thanks are also due to the many community members who turned out in force to share their opinions, volunteer their time, and participate in the life of their society.

a plaque to FHL and a personal thank-you to Teresa Sundmark.

- Feb. 9: First meeting of the Teen Advisory Board.
- Feb. 14-16: Author Annie Boochever visits Homer, leading workshops and conversations about her book, *Fighter in Velvet Gloves*.
- Feb. 24-26: In collaboration with the Center for Alaskan Coastal Studies, the library hosts children building kites for Leap into Science Week. On Saturday, kids try them out at Bishop's Beach, despite the calm weather.
- Feb. 26: Masks become optional in City buildings.
- Mar. 9: Sawyer Lowe, a high-school student, finishes refurbishing the Little Library outside the main building.
- Mar. 10: New chairs are set up in the children's room and the computers in the room are moved to a different corner.
- Mar. 11: Lunch with a Councilmember resumes meeting in person.
- Mar. 14: Spanish-language storytime begins.
- Mar. 16-17: City Council holds a two-day visioning session at the Pratt Museum. One topic of discussion is reorganizing the City's administrative structure, including establishing the Library and

January

Thanks to a grant from the Institute of Museum and Library Services (IMLS), the library purchased 10 wireless hotspots for circulation. The hotspots went live on Jan. 10, and nine of them were checked out within the week. The same grant also paid for upgrades to the library's Wi-Fi network, coming in 2023.



SPARC presents their thanks to Teresa Sundmark and the Friends of Homer Library, February 4

February

The South Peninsula Amateur Radio Club (SPARC) presented a plaque to FHL and their thanks to Teresa Sundmark, recognizing their support during COVID. Susan Jeffres collaborated with Coastal Studies for a three-day kitemaking program called Leap Into Science, culminating in a test flight on Bishop's Beach.

The Friends of the Library brought author Annie Boochever to Homer for three days of events based on her book *Fighter in Velvet Gloves*, a biography of Elizabeth Peratrovich. She led a workshop and community conversation at the library, visited the high school for an author talk, and met virtually with students at FLEX and Ninilchik school.

IT divisions as a separate department.

- Mar. 18: Friday Storytime resumes meeting in-person.
- Mar. 20: Staff from the Rivers, Trails and Conservation Assistance (RTCA) program meet with FHL and community groups to further develop plans for the trail on the western lot.
- Mar. 25: Teacher Ted Carter presents a program about African-American troops who helped build the Alcan Highway.
- April-June: Art in the Library displays mosaics by Franco Venuti in the fireplace lounge.
- Apr. 6: Wednesday Storytime resumes.
- Apr. 8: The Friends of the Library host their annual Celebration of Lifelong Learning.
- Apr. 19: The LAB discusses the proposed citywide reorganization plan.
- Apr. 19-20: Cartography of Community program, in cooperation with the Pratt Museum.
- Apr. 22: Two paintings by Deland Anderson go on display in the library.
- Apr. 26-May 15: *Going on a Bear Hunt*, by Michael Rosen and Helen Oxbury, kicks off the summer season on the StoryWalk®.



Youth Services Librarian Cinda Nofziger demonstrates the proper technique for using the new chairs in the Children's Room, March 10

March

Regular in-person programs resumed during March, including Spanish-language Storytime, Friday Storytime and Lunch With a Councilmember. The LAB and City Council voted to adopt new rates for printing and photocopying. February also saw the launch of a new library program, the Teen Advisory Board, which gives adolescents the chance to advise library staff on purchases and programming for the young adult section.

The city manager and department heads met with Council for a two-day retreat to set priorities for the City government, including possibly reorganizing the City's administrative structure. The proposed structure would split the Library and IT Divisions off from Administration and combine them into a standalone department.

April

For the first time since before COVID, FHL put on a full-sized book and plant sale, complete with auctioning off an eight-foot by eight-foot ficus tree.

The Celebration of Lifelong Learning featured a number of stellar performances and talks and wrapped up with a trivia contest. There was live music, flowers, poetry and a scene from *The Importance of Being Ernest*. Congratulations to Neviyah Reed, Olivia Glasman, Don McNamara and Donna Rae Faulkner, the awardees for 2022!

- Apr. 29-30: Friends of the Library Spring Book and Plant Sale.
- May 6: Hannah Clipp and Joel Such, the 2022 Schantz Scholars, come to the library to present the results of their bird research in partnership with the Kachemak Bay Shorebird Festival.
- May 14: The bookmobile visits the Safe and Healthy Kids Fair, launching registration for the summer reading program.
- May 15-Jun. 15: *What Do You Do with a Tail Like This?*, by Steve Jenkins and Robin Page, is on display on the StoryWalk®.
- May 17: Jessica Golden begins working as a Temporary Library Aide. The LAB continues discussing the citywide reorganization plan and its impact on the library.
- May 18: FHL/RTCA placemaking workshop to plan improvements to the western lot.
- May 20: The first two Little Libraries open for business at Karen Hornaday Park and Mariner Park.
- May 31: Sam Nofziger describes the experience of climbing Denali.
- Jun. 4-Jul. 30: Summer reading program in the library includes the summer reading challenge, wildlife bingo and the Homer scavenger hunt, among many other programs.

May

The Safe and Healthy Kids Fair signed up 95 families for the summer reading program and roughly 150 kids went through the bookmobile, while staff and FHL volunteers provided music and activities. The bookmobile visited a number of schools in May, including Chapman, McNeil Canyon, Little Fireweed, Big Fireweed, West Homer, Voznesenka and Paul Banks.

Council approved a resolution adopting a revised Facility Use Policy. The LAB continued discussing the proposed citywide reorganization; members of the public presented testimony and boardmembers contributed their thoughts in writing.

City Parks staff installed the first two Little Free Libraries, which now stand in five parks and outside the library building. Funded by a grant from the IMLS, the libraries are partly stocked by library donations, partly by donations to the Parks Division, and partly by patrons dropping off materials in the cabinets.



The first Little Free Libraries in City parks were set up on May 20

June

On June 12 the library hosted a memorial service for Duffy Murnane, including the dedication of a bench in her honor on the library grounds. Two hundred and twenty-five people attended in person, with a further 500 online. Community members raised funds for the bench, made by local artist Brad Hughes.

The summer reading program swung into high gear, with virtual author visits, crafts and games, scavenger hunts and Ruger the Reading Dog.

- Tuesdays, Jun. 7-Aug. 2: Outdoor adventures with the Center for Alaskan Coastal Studies.
- Jun. 12: Installation of the Duffy Memorial Bench on the south side of the library.
- Jun. 15-Jul. 15: *Chirri and Chirra* and *Chirri and Chirra Under the Sea*, by Kaya Doi, are the StoryWalk® books of the month.
- Jun. 20: Educator Ted Carter leads a workshop on Gullah and Geechee culture with students in grades K-6.
- Jun. 27 and 30: Author Dan Barrel virtually visits the library to talk about his books.
- Jul-Aug.: Art in the Library displays works by Thelma Gower, Audrey Wallace, Scott Ulmer, the Senior Friendship Center and the Brewer Family in the fireplace lounge.
- Jul. 1: The library director receives a petition to remove LGBT-related titles from the children's and young adult collections.
- Jul. 4: The bookmobile participates in the July 4 parade.
- Jul. 12: Authors Dimi Macheras and Casey Silver run a workshop about their graphic novel *Chickaloonies*, including active drawing practice.
- Jul. 15-Aug. 15: *What's Inside a Flower? and Other Questions About Science and Nature*,



Friends of the Library Sara Reinert and Lyn Maslow march in the Independence Day parade

July

The Alaska State Library granted Homer \$7,000 to purchase books and materials. Two new vending machines arrived, replacing the aging coinboxes at the print stations.

The July 4 parade featured the bookmobile and a procession of Friends of the Library volunteers. The summer reading program carried on with geocaching, coding, LEGO activities, more author visits, s'mores and storytime on the beach, and a blowout end-of-summer party.

The library director received a petition to remove the LGBT materials from the children's and young adult collections, but declined to act on it.

August

Equipment failures dominated the agenda in August. The HVAC computer died, leaving the building with no hot water and the ventilation running continuously. An airflow valve in the children's room stuck in the closed position, leaving the room frigid. The wheelchair switch on the front door broke (again). A roofer examined the library but suggested only the original manufacturer could make permanent repairs. Maintenance staff heroically replaced or repaired all kinds of equipment, but the trend towards increasing breakdowns is ominous.

by Rachel Ignatofsky, is on display on the StoryWalk®.

- Jul. 21: Storytime and s'mores at Bishop's Beach.
- Jul. 22: Beginning setup of new vending stations at the photocopier and printer.
- Jul. 29: End of summer reading program party.
- Aug. 15-Sep. 15: *Berry Song*, by Michaela Goade, is on display on the StoryWalk®.
- Aug. 18: David Bernard accepts the newly-created position of Deputy Library Director.
- Aug. 30: Cinda Nofziger and the bookmobile visit Karen Hornaday Park for the KPBSD Back to School Celebration.
- Sep. 1: The library officially joins the Library Speakers Consortium, which offers virtual author talks from across the nation.
- Sep. 9-10: Friends of the Library Book and Plant Sale.
- Sep. 15-Oct. 15: *The Little Old Lady Who Was Not Afraid of Anything*, by Linda Williams, closes out the StoryWalk® season.
- Sep. 19: Building maintenance staff remove the last plexiglas panels from the library.
- Sep. 21: Rachel "Ray" Ball, Linda Martin, Jeremy Pataky and Marybeth Holleman read their poetry for the Alaska World



The last plexiglas panels in the library come down on September 19

September

The library received \$8,058 from the Alaska State Library to replace the microform reader. The staff, Friends and LAB debated whether to adopt a formal policy on collaborations between the library and charity groups, but chose to stick with informal guidelines for the moment.

Public events packed the calendar. The fall book and plant sale led to an ongoing summer plant sale to match the permanent, ongoing book sale. The Alaska World Arts Festival provided four poets for a reading. Local authors Richard Chiappone and Tom Kizzia discussed their writing process in a video recorded for Alaska Book Week. FHL partnered with the Chamber of Commerce to host a forum with the candidates for city council.

The library signed up with the Library Speakers Consortium, which offers two or three virtual author talks each month. Patrons can participate in the talks live, as well as viewing the recordings afterwards.

Arts Festival.

- Sep. 23: Local authors Richard Chiappone and Tom Kizzia host a conversation for Alaska Book Week.
- Sep. 28: In partnership with the Chamber of Commerce and the Friends of the Library, the library hosts a candidate forum for council seats.
- Sep. 30: First beekeeping program.
- Oct.-Dec.: The Art in the Library program displays works of fiber art by Linda Robinson.
- Oct. 1: The library subscribes to the Kanopy streaming video service, which offers access to movies and tv programs online.
- Oct. 4: Paul Graci, author of *Surviving Bear Island*, visits the library.
- Oct. 7 and 8: Open house for the Library Western Lot project.
- Oct. 14: Astronomy presentation by Stephanie Cortes.
- Oct. 20: The Independent Living Center loans a new book magnifier for study room 5.
- Oct. 25: Petition filed with the City Clerks, requesting that certain titles be moved from the children's and young adult sections to the adult collection.
- Oct. 26: Storytime features a visit by Belle from *Beauty and the Beast*, played by the library's



Belle (aka Regina Johanos) thrills young fans at Storytime on October 26

October

The Kanopy streaming video service went live at the beginning of the month, offering patrons a limited number of monthly video checkouts. The selection includes a range of movies and documentaries, as well as a special section for kids.

The Food for Kids and Teens program ceased distributing through the library and refocused on serving schools. FHL boardmembers facilitated two open houses about the western lot project and received excellent feedback from the general public. The Independent Living Center kindly gave the library a long-term loan on a book magnifier.

On Oct. 25, petitioners formally submitted their request to the city, asking the LAB to reverse the library director's decision and move LGBT titles out of the children's and young adult sections. Three days later, they provided a list of specific titles for reconsideration, which eventually grew to include 55 items.

Two library staffers featured in Pier 1's *Beauty and the Beast*. Regi Johanos (Belle) came to Storytime in character on Oct. 26. Jessica Golden also starred in the production as the bookseller and one of the napkins.

own Regina Johanos.

- Nov.-Jan.: Members of the Library Advisory Board read through the 55 titles being challenged by petition.
- Nov. 9: Jessica Golden's last day as Temporary Library Aide.
- Nov. 15: The LAB hears public testimony on the petition.
- Nov. 28-Dec. 31: Giving Tree in the library entryway.
- Dec. 8: First Teens and Tweens Games Night.
- Dec. 21: Local author Madeline Veldstra reads her book, *A Christmas Parade*, as part of morning storytime.
- Dec. 31: The balance in the Library Endowment Fund stands at \$42,460.95. The year ends with fireworks and optimism for 2023.



More maintenance issues: on Halloween, the library tilted 45° to starboard

November

Hackers repeatedly attacked the library catalog and knocked it offline several times. Going forward, the catalog will be moved to a third-party hosting service, which will also allow for faster software upgrades and reduce the burden on City IT staff.

The LAB meeting was almost entirely taken up with public testimony regarding the petition. Dozens of people spoke in person and online, and the written comments amounted to nearly 350 pages. The meeting ran five hours, with a 45-minute break in the middle. LAB members postponed a decision until Jan. 17, giving boardmembers two months to read all the material.

December

The library, FHL and the Voznesenka school began collaborating on a trial program to deliver books to students. The school designated a coordinator to reserve materials for classes and pick them up from the library, then return them when the checkout period is over. Students will only be able to use the books on school grounds.

Patrons once again demonstrated their generosity to the library. Through the giving tree, patrons donated 46 new books to the library and purchased \$625 worth of gift certificates from the Homer Bookstore. The Library Endowment Fund raised \$1,634.97 from donations during the month, plus matching funds from an anonymous donor.

Thank you!

Our deepest thanks to all those who supported the library over the past year. Many members of the public contributed their time, energy and money to guarantee the success of the institution. We here recognize those who donated to the library's long-term sustainability:

Library Endowment Fund

Anonymous (2)

Cynthia Baganov

Doug and Landa Baily

Dave Berry

Donna Brockschmidt

Brenda Dolma

Kate Finn

Marcia Kuszmaul

Friends of Homer Public Library Endowment Fund

Angie Newby

Ann Oberlitner

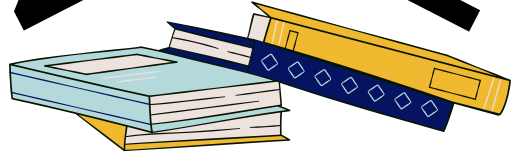
Mary Sanders

Friends of Homer Public Library Stewardship Fund

Annie Allman

Nelson Co

2022



... by the numbers at
Homer Public Library

91,487

Visits to the library

136,470

Items checked out

685

New library cards issued

13,309

Patrons attended programs

1,056 attended

Summer Reading events

2,385 sessions

Study Rooms + Meeting Room

27,828 sessions

Public computers + library WiFi

2,413

Volunteer hours logged





AGENDA ITEM REPORT

Resolution 23-010, A Resolution of the City Council of Homer, Alaska Awarding a Contract to HTRW, LLC of Anchorage, Alaska in the Amount of \$45,000 to Test for PCB's at the Homer Education and Recreation Complex (HERC) Buildings and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager.

Item Type: Resolution
Prepared For: Mayor & City Council
Meeting Date: 27 Feb 2023
Staff Contact: Jan Keiser, Public Works Director
Through: Rob Dumouchel, City Manager

Issue:

The purpose of this Memorandum is to recommend award of a Task Order to sample for PCBs in the HERC 2 Building.

Background:

The City Council adopted Ordinance 22-45 appropriating \$153,000 for the demolition of HERC 2. This sum was derived from a 2019 report, which assessed the hazardous materials present in the building and estimated the remediation/demolition costs. The 2019 effort identified asbestos and lead in the building, but did not test for PCBs, probably because the EPA does not require testing for PCBs.

In the course of our work to develop of a procurement package for HERC 2's abatement/demolition, we engaged the services of Chris Ottosen, HTRW, LLC, to help with the abatement specifications. Also, we decided it would be prudent to reach out to the Kenai Borough, which owned the Central Peninsula landfill, in Soldotna, where the hazardous materials would be disposed of. We submitted an application to dispose of asbestos and lead at the Soldotna landfill. At that point, Daniel Kort, Environmental Program Manager, Kenai Borough, told us we needed to test for PCBs^[i]. This surprised us, so we asked the AK Department of Environmental Conservation (ADEC) if they required it. They said PCBs have emerged as a hot topic over the past few years and they did want us to test for PCBs.

We are not going to get our permit to use the Soldotna landfill, until we do the testing, so we need to do it. Mr. Ottosen submitted a proposal to pull samples and submit them for testing. The estimated cost for this is \$37,312.84, of which \$24,750 is for laboratory costs. While he's here, we'd also like him to take some representative samples at HERC 1 so we have a more complete understanding of what is

in that building. This would not be a complete sampling, just enough to inform future decisions about the fate of HERC I.

So far, we have spent \$19,309.80 in consulting fees to design the pre-demolition work, demolition work, abatement work and post-demolition work for this project, leaving a balance of \$133,691.

Evidently, at the time of the construction of the HERC buildings over 55 construction materials commonly contained PCBs, particularly related to caulking, paint and mastic. PCB-laden materials cannot be disposed of in Alaska, but must be shipped out of state.

Staff Recommendation:

Move to adopt Resolution 23-010

Attachments:

[Resolution 23-010](#)

[HTRW's Proposal](#)

**CITY OF HOMER
HOMER, ALASKA**

City Manager
Public Works Director

RESOLUTION 23-010

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
AWARDING A CONTRACT TO HTRW, LLC OF ANCHORAGE, ALASKA
IN THE AMOUNT OF \$45,000 TO TEST FOR PCB'S AT THE HOMER
EDUCATION AND RECREATION COMPLEX (HERC) BUILDINGS AND
AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
THE APPROPRIATE DOCUMENTS.

WHEREAS, The City Council adopted Ordinance 22-45 appropriating \$153,000 for the demolition of HERC 2, the effort for which was derived from a 2019 report that assessed the hazardous materials present in the building and estimated the remediation/demolition costs; and

WHEREAS, The 2019 effort identified asbestos and lead in the building, but did not test for PCBs, probably because the EPA does not require testing for PCBs; and

WHEREAS, We submitted an application to dispose of the hazardous materials, asbestos and lead, at the Central Peninsula landfill, at which point Daniel Kort, Environmental Program Manager, Kenai Borough, told us we needed to test for PCBs; and

WHEREAS, Chris Ottosen, HTRW, LLC, submitted a proposal to pull samples and submit them for testing, at the estimated cost of \$37,312.84, of which \$24,750 is for laboratory costs; and

WHEREAS, We'd also like to take some representative samples at HERC 1 to better inform future decisions about the fate of HERC I; and

WHEREAS, So far, we have spent \$19,309 in consulting fees to design the pre-demolition work, demolition work, abatement work and post-demolition work for this project, leaving a balance of \$133,691.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards a Task Order, in the amount of \$45,000 to HTRW, LLC to test for PCBs at the HERC buildings and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 13th day of February, 2023.

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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: Ordinance 22-45 appropriated HERC 2 demolition funding, Memorandum 22-132 identifies \$54,000 allocated to hazardous material abatement.



Date: 01/25/2023; Revised: N/A

Ms. Janette ("Jan") Keiser, PE, Director of Public Works, City of Homer
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

RE: Request for Fee Proposal for to Collect a Samples of Building Materials for PCB Analysis at the "HERC2" Building in Support of the Demolition of the "HERC 2" Building in Homer, Alaska.

Dear Ms. Keiser:

I am pleased to provide this fee proposal to collect samples of building materials for PCBs at the "HERC2" building. This fee proposal is based on the Sampling and Analysis Plan (SAP) prepared by HTRW, LLC and dated January 17, 2023.

The SAP was submitted to the Alaska Department of Environmental Conservation (DEC) for courtesy review on January 17, 2023. As of the writing of this proposal, the DEC is still reviewing that SAP. Depending on comments provided by the DEC on the SAP, additional samples or fewer samples may be required to satisfy characterization criteria. Costs and efforts related to any additional sampling are not included herein, and any possible reduction in sampling may result in a credit to the City of Homer from the fees in this proposal.

HTRW, LLC will travel to Homer, Alaska to collect samples of the HERC2 building materials in accordance with the SAP. After collecting the samples, HTRW, LLC will drive back to Anchorage, prepare the laboratory paperwork, and ship the samples to the laboratory for analysis. Once the results have been received by HTRW, LLC, the existing hazmat report for the HERC2 building will be updated to include the results of the sampling with a discussion on the implications of those results as it relates to the building demolition.

Because of the uncertainty on what materials may actually contain PCBs at levels above regulatory criteria, no fees or efforts are included herein related to updating the existing hazards abatement bid documents for the HERC2 building.

Assumptions:

- The City of Homer will provide access to all areas of the building.
- The site visit to conduct the assessment will be in February 2023.
- The assessment will be performed during one mobilization to the site.

Exclusions:

- Any services not explicitly detailed herein.

I greatly appreciate the opportunity to work with you and the team on this project. Please do not hesitate to contact me with any questions or comments.

Sincerely,

Christopher T. Ottosen, Hazmat Consultant

Attachments:

- Authorization Form.
- Fee Proposal.
- Fee Proposal Worksheets for Assessment.



Authorization Form

Due to the extensive laboratory costs associated with the sampling in this proposal, HTRW, LLC requires a down payment equal to the overall estimated laboratory costs included in this fee proposal for a total of \$24,750.00 prior to commencing the site assessment. These fees must be paid prior to HTRW, LLC's scheduled start date for site assessment activities. Failure to provide this payment may result in HTRW, LLC being unable to perform the work and/or may cause significant schedule delays. HTRW, LLC reserves the right to cancel this contract at any time for failure to submit payment prior to the previously described start date. After the down payment has been received and successfully processed, HTRW, LLC, will commence with the work as described within this fee proposal. Progress invoicing for future efforts described within this fee proposal will be invoiced monthly and will be based on the percentage of completion. Progress payments are due to HTRW, LLC within 30 days of the date listed on the invoice. If payments are not received and successfully processed within the specified terms, HTRW, LLC reserves the right, for failure to provide timely payment of invoicing, to withhold the delivery of any reports, drawings, specifications, or other items which were produced by HTRW, LLC for use on the subject project.

To authorize HTRW, LLC to commence with the work and signify your agreement to the terms, conditions, and fees described within this fee proposal and its attachments, please sign and date below and return a copy to HTRW, LLC.

Client Information and Consent:

Signature of Authorized Representative: _____ **Date:** _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Official Business Name: _____

Name of Billing Representative: _____

Billing Representative Contact Information: _____

HTRW, LLC Information and Consent:

Signature of Authorized Representative:  **Date:** 01/25/2023

Name of Authorized Representative: Christopher "Chris" T. Ottosen

Title of Authorized Representative: Member/Manager

Official Business Name: HTRW, LLC

Name of Billing Representative: Viviana "Viv" Leal

Billing Representative Contact Information: viv@htrw-llc.com



HTRW, LLC
11471 Business Blvd., #773442
Eagle River, Alaska 99577
907-917-3801

Summary of Proposed Fees

Description	Fixed Fee	Time-and-Expense
Task 1 – Site Assessment & Reporting	\$37,312.84	
<i>Subtotals</i>	<i>\$37,312.84</i>	<i>\$ 0.00</i>
Total Proposed Fee	\$37,312.84	



Task 1 – Site Assessment & Reporting

Description	Hours/Units	Unit Cost	Subtotals
Labor Costs			
Travel to and from Homer	10.00		
Onsite coordination with City of Homer	2.00		
Collect samples	37.00		
Laboratory Paperwork/Coordination	10.00		
Sample Location Drawings	4.00		
Revise existing hazmat report with new data	6.00		
General Project Management, e-mails, etc.	2.00		
<i>Labor Total</i>	<i>71.00</i>	<i>\$140.00</i>	<i>\$9,940.00</i>
Laboratory Costs			
PCB Analysis of Bulk Building Materials; USEPA Method 3540C/8082A	150	\$150.00	\$22,500.00
Laboratory Subtotal			\$22,500.00
Markup			10%
<i>Laboratory Total</i>			<i>\$24,750.00</i>
Direct Costs			
Sample Shipping	3	\$350.00	\$1,050.00
Direct Cost Subtotal			\$1,050.00
Markup			10%
<i>Direct Cost Total</i>			<i>\$1,155.00</i>
Transportation Costs			
Lodging			\$720.00
Meals			\$300.00
Mileage			\$314.40
Transportation Cost Subtotal			\$1334.40
Markup			10%
Transportation Cost Total			\$1467.84
Total for Task 1			\$37,312.84

Task 1	Site Assessment	Fixed Fee	T&E, NTE
Labor Costs	\$9,940.00		
Direct Costs	\$1,155.00		
Laboratory Costs	\$24,750.00		
Transportation Costs	\$1,467.84		
Total Costs for Task 1		\$37,312.84	
Fee Subtotals		\$37,312.84	
Total Proposed Fee		\$37,312.84	

Site Assessment	Task 1
Position	Project Manager
Task Description	
Travel to and from Homer	10.00
Onsite coordination with City of Homer	2.00
Collect samples	37.00
Laboratory Paperwork/Coordination	10.00
Sample Location Drawings	4.00
Revise existing hazmat report with new data	6.00
General Project Management, e-mails, etc.	2.00
Hour Totals	71.00
Labor Rate per Hour	\$140.00
Total Labor Cost for Task 1	\$9,940.00

Cost	Units	Quantity	Sub-totals	Description	Notes
\$0.00	-	0.00	\$0.00	Subcontractor	None.
\$0.00	Days	0.00	\$0.00	Equipment Rental	No equipment rentals required.
\$350.00	Each	3.00	\$1,050.00	Sample Shipping	Charge for shipping samples to laboratory.

\$1,050.00	Subtotal of Direct Costs for Task 1
10.00%	Markup on Direct Costs

\$1,155.00	Total of Direct Costs for Task 1
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Laboratory	Material	Analysis Type	Total Number of Samples	Turnaround Time	Cost Per Sample	Subtotals
EMSL	Asbestos	PCB Analysis of Bulk Building Materials; USEPA Method 3540C/8082A	150	2 week	\$150.00	\$22,500.00
						\$22,500.00
						10.00%
						\$24,750.00

Carrier 1	Cost	Units	Quantity	Sub-totals	Description	Notes
	\$180.00	Cost per Day	4	\$720.00	Lodging	Taxes estimated at \$20/day in addition to the \$130 room rental fee.
	\$60.00	Cost per Day	5	\$300.00	Meals	Based on published per-diem rates or contract.
	\$0.66	Mile	480	\$314.40	Mileage	None

\$1,334.40

10.00%

\$1,467.84	Total Transportation Costs for Task 1
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DAY #1					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Drive to Homer	8:00 AM	1:00 PM	5.00	5.00
	Meet with City of Homer repres	1:00 PM	2:00 PM	1.00	1.00
	Start sampling, 20 samples	2:00 PM	6:00 PM	4.00	4.00
				Total day 1	10.00

DAY #2					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 2	10.00

DAY #3					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 3	10.00

DAY #4					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Continue sampling, 40 sample	8:00 AM	6:00 PM	10.00	10.00
				Total day 4	10.00

DAY #5					
					0
Labor Code	Description	Start Time	End Time	Total Time	
	Finish sampling, 10 samples	8:00 AM	11:00 AM	3.00	3.00
	Drop off keys/debrief with City	11:00 AM	12:00 PM	1.00	1.00
	Drive to Anchorage	12:00 PM	5:00 PM	5.00	5.00
				Total day 5	9.00