



**Homer City Hall**  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## **City of Homer Agenda**

**City Council Regular Meeting  
Monday, November 23, 2020 at 6:00 PM  
City Hall Cowles Council Chambers via Zoom**

**Dial: +1 669 900 6833 or +1 253 215 8782 or Toll Free 877 853 5247 or 888 788 0099  
Webinar ID: 205 093 973 Password: 610853**

### **CALL TO ORDER, PLEDGE OF ALLEGIANCE**

**AGENDA APPROVAL** (Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 2.08.040.)

### **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

- a. [Recognition](#) of Carey Meyer, PE, MPA for 21 Years of Service to the City of Homer
- b. Alaska Association of Municipal Clerks Clerk of the Year - Melissa Jacobsen, MMC

### **PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA**

### **RECONSIDERATION**

**CONSENT AGENDA** (Items listed below will be enacted by one motion. If a 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 Special Meeting Minutes of November 9, 2020. City Clerk. Recommend adoption.
- b. Memorandum 20-190 from Mayor Re: Appointment of Jay Cherok to the Economic Development Advisory Commission. Recommend Approval.
- c. Memorandum 20-191 from City Clerk Re: Liquor License Renewals for Fresh Catch Cafe, La Baleine, Grog Shop, Homer Liquor and Wine Company, Patel's, Patel's #2, and Rum Locker. Recommend approval.
- d. Ordinance 20-89, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 3.05 Budget; Section 3.01.010 Fiscal Year, Section 3.05.050, Budget Assumptions and Section 3.05.010 Budget Submission-Content, Regarding a Fiscal Year Budget Schedule. Smith. Recommended Dates Introduction November 23, 2020 Public Hearing and Second Reading

Memorandum 20-192 from Finance Director as backup

- [e.](#) Ordinance 20-90, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating a Donation from Friends of Woodard Creek in Karen Hornaday Park in the Amount of \$7,025 for Woodard Creek Nature Trail Maintenance and Improvements in Karen Hornaday Park. City Manager. Recommended Dates Introduction November 23, 2020 Public Hearing and Second Reading December 14, 2020
- [f.](#) Ordinance 20-91, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Operating Budget and Authorizing the Expenditure of \$42,000 for the Purpose of Contracting with a Lobbyist for the City of Homer. Smith. Recommended Dates Introduction November 23, 2020 Public Hearing and Second Reading December 14, 2020
- [g.](#) Resolution 20-119, A Resolution of the City Council of Homer, Alaska Acknowledging the 2021 Budget will be Truncated to January 1 to June 30, 2021 to Accommodate the Transition from a Calendar Year Budget to a Fiscal Year Budget. Smith. Recommend adoption.
- [h.](#) Resolution 20-120, A Resolution of the City Council of Homer, Alaska Approving a Lobbyist Contract with J & H Consulting, LLC of Juneau, Alaska, for a Term of One Year commencing on December 15, 2020 and ending on December 15, 2021, in the Amount of \$42,000 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. Smith/Aderhold. Recommend adoption.

Memorandum 20-193 from City Clerk as backup

- [i.](#) Resolution 20-121, A Resolution of the City Council of Homer, Alaska Approving Amendment Two to the Emergency Management Communications Services and Related Matters Contract between the City of Homer and Kenai Peninsula Borough. City Manager. Recommend adoption.
- [j.](#) Resolution 20-122, A Resolution of the City Council of Homer, Alaska Approving a Memorandum of Agreement Between the City of Homer and the Kenai Peninsula Borough Office of Emergency Management Regarding the Replacement and Maintenance of Emergency Sirens. City Manager. Recommend adoption.
- [k.](#) Resolution 20-123, A Resolution of the City Council of Homer, Alaska Amending the CARES Act Project Close Out Plan to Provide a \$6,000 Direct Grant to Kachemak Bay Equestrian Association to Cover Eligible Costs Incurred due to the COVID-19 Pandemic. Venuti. Recommend adoption.
- [l.](#) Resolution 20-124, A Resolution of the City Council of Homer, Alaska Amending the CARES Act Project Close Out Plan to Provide a Direct Grant in the Amount of \$44,250 to Kachemak Ski Club to Expand COVID-Conscious Outdoor Winter Recreation Opportunities. Evensen. Recommend adoption.

- [m.](#) Resolution 20-125, A Resolution of the City Council of Homer, Alaska Creating a Public Works Campus Task Force and Establishing a Scope of Work and Parameters under which the Task Force will Conduct it's Work. City Manager/Public Works Director. Recommend adoption.

Memorandum 20-194 from Public Works Director as backup

## **VISITORS**

- a. Unified Command Report (20 Minutes)

## **ANNOUNCEMENTS / PRESENTATIONS / REPORTS (5 Minute limit per report)**

- a. Worksession Report
- b. Committee of the Whole Report
- c. Special Meeting Report
- d. Mayor's Report
  - [i.](#) ACoM Resolution - COVID Mitigation
- e. Borough Report
- f. Library Advisory Board
- g. Planning Commission
  - [i.](#) Memorandum from Planning Commission Re: Revisiting Medical District Building Heights
- h. Economic Development Advisory Commission
  - [i.](#) Memorandum from Economic Development Advisory Commission Re: Request to Move Forward on Wayfinding Streetscape Capital Project.
- i. Parks Art Recreation and Culture Advisory Commission
- j. Port and Harbor Advisory Commission
- k. Americans with Disabilities Act Compliance Committee
- l. Economic Relief Grant Update

## **PUBLIC HEARING(S)**

- [a.](#) Ordinance 20-86, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an Arts and Culture CARES Act Matching Grant from the Rasmuson Foundation in the Amount of \$50,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.

- [b.](#) Ordinance 20-87, An Ordinance of the City Council of Homer, Alaska Extending the Suspension of Homer City Code Chapter 5.42 Single-Use Plastic Bags to December 31, 2020 and Affirming January 1, 2021 as the date in which Merchants Shall Discontinue Providing Single-Use Plastic Carryout Bags. Aderhold/Venuti. Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.
- [c.](#) Ordinance 20-88, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY 2020 State Homeland Security Program Grant in the Amount of \$65,685 to Upgrade the City’s Radio Communication System with the Purchase and Deployment of Portable Radios and Mobile Repeaters for the Homer Volunteer Fire Department and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.

Memorandum 20-188 from Fire Chief as backup

## **ORDINANCE(S)**

### **CITY MANAGER'S REPORT**

- [a.](#) City Manager's Report

### **PENDING BUSINESS**

- [a.](#) Resolution 20-077, A Resolution of the City Council of Homer, Alaska Adopting a Reserve Fund Policy for the Collection and Use of Water and Sewer Depreciation Reserve Funds. Lord/Aderhold.

Memorandum 20-165 from Finance Director as backup

- [b.](#) Resolution 20-078, A Resolution of the City Council of Homer, Alaska Amending the Homer Accelerated Water and Sewer Program (HAWSP) Policy Manual to Modernize the Language and Clarify Qualifying Criteria for using HAWSP Funds. Lord/Aderhold.
- [c.](#) Resolution 20-117, A Resolution of the City Council of Homer, Alaska Approving a Lease Assignment Originally held by Harbor Leasing, LLC and Assumed by Alaska Growth Capital BIDCO, Inc. to Salmon Sisters Holdings LLC and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for a new Twenty Year Lease with Options for Two Consecutive Five Year Renewals for a Portion of Lot 12C, Port Industrial Subdivision No. 4, Plat 99-43, at an Annual Rate of \$29,785.32. City Manager.

Memorandum 20-189 from City Manager as backup

Resolution 20-117(S), A Resolution of the City Council of Homer, Alaska Approving a **Notice to Award for the** Lease Assignment Originally held by Harbor Leasing, LLC and Assumed by Alaska Growth Capital BIDCO, Inc. to Salmon Sisters Holdings LLC and Authorizing the City Manager to Negotiate **a Final Lease for Council Approval** and ~~Execute the Appropriate Documents for a new Twenty Year Lease with Options for Two~~

~~Consecutive Five Year Renewals~~ for a Portion of Lot 12C, Port Industrial Subdivision No. 4, Plat 99-43, at an Annual Rate of \$29,785.32. ~~City Manager.~~ City Manager.

Memorandum 20-197 from Port and Harbor Advisory Commission as backup

- d. Resolution 20-118, A Resolution of the City Council of Homer, Alaska Amending the City of Homer Water and Sewer Rates and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director.

Resolution 20-118(S), A Resolution of the City Council of Homer, Alaska Amending the City of Homer Water and Sewer Rates and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director.

Memorandum 20-196 from Finance Director as backup

## **NEW BUSINESS**

### **RESOLUTIONS**

- a. Resolution 20-126, A Resolution of the City Council of Homer, Alaska Awarding a Term Contract for Professional Engineering Services to Seabold Consulting, LLC; and Authorizing the City Manager to Negotiation and Execute the Appropriate Documents. City Manager/Public Works Director.

Memorandum 20-195 from Public Works Director as backup

### **COMMENTS OF THE AUDIENCE**

### **COMMENTS OF THE CITY ATTORNEY**

### **COMMENTS OF THE CITY CLERK**

### **COMMENTS OF THE CITY MANAGER**

### **COMMENTS OF THE MAYOR**

### **COMMENTS OF THE CITY COUNCIL**

### **ADJOURNMENT**

Next Regular Meeting is Monday, December 14, 2020 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.

**CITY OF HOMER  
HOMER, ALASKA  
IN APPRECIATION AND RECOGNITION OF**

**Carey Meyer, PE, MPA, for 21 Years  
of Service as Public Works  
Director and City Engineer for the  
City of Homer**

WHEREAS, Carey Meyer, Professional Engineer, Masters of Public Administration started working for the City of Homer, Alaska, on August 16, 1999, as Public Works Director and City Engineer and is retiring on November, 2020, for a tenure of twenty-one years; and

WHEREAS, Carey Meyer has represented the City as its most senior technical representative, helping execute numerous projects, which expand, upgrade or strengthen the City's infrastructure, including its water and sewer systems, roads, parks, and public buildings; and

WHEREAS, Carey Meyer has been involved with countless City projects, affecting every City facility and the operations of every City Department; and

WHEREAS, Carey Meyer has dedicated his career to improving the built environment; and

WHEREAS, Carey Meyer's years of public service have substantially impacted the City of Homer.

The City Council of Homer, Alaska, does hereby acknowledge and thank Carey Meyer, PE, MPA for his many years of service and wish him well in his retirement.

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

Session 20-32 a Special Meeting of the Homer City Council was called to order on November 9, 2020 by Mayor Ken Castner at 4:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBER ADERHOLD, HANSEN-CAVASOS, LORD, SMITH, VENUTI

**ABSENT:** EVENSEN

**STAFF:** CITY MANAGER DUMOUCHEL  
CITY CLERK JACOBSEN  
PORT DIRECTOR/HARBORMASTER HAWKINS  
CITY ATTORNEY GATTI

**AGENDA APPROVAL** (Only those matters on the noticed agenda may be considered, pursuant to City Council's Operating Manual, pg. 6)

ADERHOLD/SMITH MOVED TO APPROVE THE AGENDA

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

**PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA** (3 minute time limit)

**PENDING BUSINESS**

**NEW BUSINESS**

- a. Memorandum 20-185 from City Clerk Re: Request for Executive Session Pursuant to AS 44.62.310(C)(1) Matters, the Immediate Knowledge of which would Clearly have an Adverse Effect upon the Finances of the Government Unit, Potential Litigation, and Attorney/Client Privilege. (Alaska Growth Capital BIDCO, Inc. Lease Settlement)

ADERHOLD/VENUTI MOVED THAT COUNCIL ADJOURNS INTO EXECUTIVE SESSION PURSUANT TO AS 44.62.310(A-C)(1) MATTERS, THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE GOVERNMENT UNIT, POTENTIAL LITIGATION, AND ATTORNEY CLIENT PRIVILEGE. (ALASKA GROWTH CAPITAL BIDCO, INC. LEASE SETTLEMENT)

Mayor Castner noted for the record that City Attorney Gatti, City Manager Dumouchel, and Harbormaster Hawkins will participate.

VOTE: YES: VENUTI, ADERHOLD, LORD, SMITH, HANSEN-CAVASOS

Motion carried.

Council adjourned into executive session at 4:07 p.m. and Mayor Castner reconvened the meeting at 4:23 p.m.

Councilmember Lord reported City Council adjourned into executive session and discussed the Alaska Growth Capital BIDCO, Inc. Lease Settlement and gave direction to the City Manager and City Attorney.

**COMMENTS OF THE AUDIENCE**

**ADJOURNMENT NO LATER THAN 4:50 P.M.**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 4:25 p.m. The next Regular Meeting is Monday, November 23, 2020 at 6:00 p.m., Worksession at 4:00 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.

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Melissa Jacobsen, MMC, City Clerk

Approved: \_\_\_\_\_

Session 20-33 a Special Meeting of the Homer City Council was called to order on November 9, 2020 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBER ADERHOLD, EVENSEN, HANSEN-CAVASOS, LORD, SMITH, VENUTI

**STAFF:** CITY MANAGER DUMOUCHEL  
CITY CLERK JACOBSEN  
PORT DIRECTOR/HARBORMASTER HAWKINS  
FINANCE DIRECTOR WALTON  
PUBLIC WORKS DIRECTOR KEISER  
SPECIAL PROJECTS AND COMMUNICATIONS COORDINATOR CARROLL  
CITY ATTORNEY GATTI

**AGENDA APPROVAL** (Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 2.08.040.)

Mayor Castner noted the supplemental packet items: **VISITORS** Tsunami Alert Follow-up – David Snider, Tsunami Warning Center, Written Public Comment, **ANNOUNCEMENTS/PRESENTATIONS/REPORTS**, ERG Program Written Report **CITY MANAGER'S REPORT** City's expenditures of CARES Act funds report.

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

Mayor Castner reported he wrote a letter to Austin Klein who just achieved the rank of Eagle Scout. He and some of his friends resurrected the 8 mile upper Homestead Trail by clearing it to a 30 foot wide trail and putting in a 30 backcountry bridge for his public service project.

### **PUBLIC COMMENT ON MATTERS ALREADY ON THE AGENDA**

Jennifer Gibbins, Pratt Museum Executive Director, commented in support of Resolution 20-115 that provides a \$56,500 Grant to the Pratt Museum. She shared regarding needs of the museum and how the funds will be used.

### **RECONSIDERATION**

**CONSENT AGENDA** (Items listed below will be enacted by one motion. If a 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 for October 26, 2020. City Clerk. Recommend adoption.
- b. Memorandum 20-186 from City Clerk Re: Vacation of Cheryl Lane, a 60 foot right-of-way approximately 951 feet more or less in length dedicated per Lillian Walli Estate Plat HM 88-16 and Associated Utility Easements. KPB File 2020-119V. Recommend approval.
- c. Ordinance 20-86, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an Arts and Culture CARES Act Matching Grant from the Rasmuson Foundation in the Amount of \$50,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.
- d. Ordinance 20-88, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY 2020 State Homeland Security Program Grant in the Amount of \$65,685 to Upgrade the City's Radio Communication System with the Purchase and Deployment of Portable Radios and Mobile Repeaters for the Homer Volunteer Fire Department and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommended dates: Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.

Memorandum 20-188 from Fire Chief as backup

- e. Resolution 20-114, A Resolution of the City Council of Homer, Alaska Appointing Renee Krause, Deputy City Clerk, as the ADA Coordinator for the City of Homer. City Clerk. Recommend adoption.
- f. Resolution 20-115, A Resolution of the City Council of Homer, Alaska Amending the CARES Act Closeout Spending Plan to Provide a \$56,500 Grant to the Pratt Museum. Lord. Recommend approval.

Moved to Resolutions item c. Evensen.

- g. Resolution 20-116, A Resolution of the City Council of Homer, Alaska Approving an Amendment to Extend the Property Improvement Construction Timeline on the Copper River Seafoods Lease for a Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, According to Plat No. 80-92, Containing 15,300 Sq Ft, also known as KPB Parcel # 18103425. City Manager. Recommend adoption.

Memorandum 20-187 from Port and Harbor Advisory Commission as backup

Item f. moved to Resolutions item c. Evensen.

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

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **VISITORS**

- a. Tsunami Alert Follow-up - David Snider, Tsunami Warning Center, Palmer (15 minutes)

David Snider, Tsunami Warning Coordinator for the National Tsunami Warning Center (TWC) in Palmer, Alaska. The center serves all the Alaska coastline west coast of the United States, the Gulf Coast and East Coast, in tandem with the Pacific Tsunami Warning Center in Honolulu, Hawaii. His position is new and it was established to work on messaging and communication efforts. He addressed the October 19<sup>th</sup> tsunami warning that occurred and acknowledged the community did the right thing by evacuating to higher ground. Homer is a member of the Tsunami Ready Club, which is a preparedness level that's similar to storm ready communities in the lower 48. It means Emergency Operations Centers (EOC) have worked through plans to know how to respond and encourage education. The TWC understands the warning issued on the 19<sup>th</sup> alerted the western Kenai Peninsula Borough, including Homer and surrounding communities, and the next day they met with the Borough EOC and City staff to talk through the effects of impacts to the area. There were impacts to the area, including Chignik and down to King Cove, 2 foot waves and smaller. Mr. Snider explained they measure impacts from waves starting around one foot for minor harbor damage or strong currents that could affect the community. Major damage problems occur when waves get 3 feet, and extreme impacts for higher waves. A concern they have and he's talked to the Mayor about is the over alerting issue. It's tricky to pin point where the challenges are fixable, but it's something they take seriously and any time they alert a community their first job is to make sure the community are safe as quickly as possible. The warning on the 19<sup>th</sup> stretched to 40 miles southwest of Homer and Homer was alerted, and that's something they're looking into. They're working with the Borough, the National Weather Service, and FEMA and hope in time they can get the alert system to work better efficiencies for all communities.

- b. Homer Chamber of Commerce Marketing Report - Brad Andrews, HCOC Executive Director (10 minutes)

Brad Anderson, Homer Chamber of Commerce (HCOC) Executive Director and Tom Solderholm, HCOC Board President, thanked the Council and all their financial support this year. With the loss of HCOC key revenue streams from the fishing tournaments, the City's

support allowed them to keep their staff fully employed during the pandemic while they continued to provide services to the entire business community and residents. They reported to Council on the annual Alaska visitor volume from 2009 to 2019 that shows a ten year average annual growth of 3.7%. There were challenges this season with when reductions were proposed to the halibut allocation from our region. Fortunately they were revised in recognizing the economic impacts when COVID-19 hit. In April HCOC closed their doors so their parking lot could be utilized as a remote COVID testing sight for the hospital. Fortunately the numbers didn't raise the level necessary to open the remote site. HCOC created the Homer-to-Go page on Facebook to assist all businesses promote takeout and delivery services in the community. They worked with Tim Dillon and KPEDD to assist with a wide variety of economic relief programs, and also had great success with their Homer Bucks program. They began recognizing most visitors to Homer would be Alaskans and adjusted their marketing efforts as such, noting advertising venues they focused on. HCOC was able to support the first annual Peony Celebration and the second annual Alaska World Arts Festival, and they are working to keep the momentum going for next year's events. Overall HCOC experienced a 60% drop in traffic to the Visitor Center, but did see an increase in the materials picked up at the Baycrest Visitor Kiosk. They've updated the Chamber logo and Visitor Guide logo to better reflect how they want to brand Homer. Mr. Anderson and Mr. Soderholm also shared statistics regarding their website traffic, plans to re-use the surplus of 2020 visitor guides with a supplement for the upcoming season, and focusing toward online marketing. They announced 2021 dates for the Winter Carnival Parade February 13, Winter King Salmon Tournament March 20, Shorebird Festival May 6-9, Homer Halibut Tournament June 4-5, and the 4<sup>th</sup> of July Parade.

c. Unified Command Report (20 minutes)

Derotha Ferraro, South Peninsula Hospital (SPH) Public Information Officer, reported in the last two weeks SPH has done 712 tests, 26 positive. The SPH testing program has a 3.6% positivity rate, compared to the State's rate of 6.9%. They've done 11,778 tests total. There have been 207 total cases in the Southern Kenai Peninsula, 45 of them in the last two weeks. The supplies for the in house rapid test kit have trickled to a slow pace so a majority of their testing samples are being sent to the State lab, until supplies start showing up. SPH hasn't had any COVID hospitalizations in several months and no long term care patients have COVID. There are five total employees throughout SPH that are off due to close contact or symptom free protocols, including one long term care employee, as a result long term care patients are being tested regularly with no positives. She reviewed the precautionary measures being taken SPH staff to reduce interactions. She also reviewed statewide hospitalization statistics and how they negatively impact other facilities due to the demand for supplies and impacts on health care workers, and it impacts SPH who relies on those hospitals for medical transports, advanced surgeries, and other services. Now's the time to continue safe behaviors, don't let Thanksgiving and tradition get our guards down, because were doing a decent job in Homer. She thanked Council for extending the City's emergency declaration at the last meeting and

the hospital is putting together their list of pro's and con's of having a local declaration that they'll provide to Council soon.

Jenny Carroll, City of Homer Public Information Officer (PIO), she reiterated that the COVID-19 outbreak in the state is growing. The Governor issued a new disaster declaration in effect November 16 to December 15 its available at gov.alaska.gov, along with discussion about the importance of having it in place. It allows the State Unified Command to continue to support local jurisdictions and the statewide public health care system throughout this emergency. The City has benefitted greatly from partnering with the State in the Unified Command briefings we attend, and sharing resources and ideas for reaching out to communities. She also appreciates Council renewing the local declaration, it helps her as a PIO. She reported on efforts to prepare the Homer Airport with COVID-19 preventative messaging, and gearing up for messaging around the holiday celebrations. She shared about personal efforts this season to keep her social bubble small and help keep a lid on COVID for our community. With cases increasing throughout the State she's proud of Homer for keeping our numbers down as best we can right now. She hope we keep that going forward as we move into winter.

Mark Kirko, City of Homer Fire Chief, echoed the comments thanking Council for extending the emergency declaration. It helps the Unified Command and shows support to the community, that Council is as focused and driven to combat this in our community. The fight isn't over, there's still a long way to go, and he urges caution on the challenges of not being in large groups as we move into the holiday season.

**ANNOUNCEMENTS / PRESENTATIONS / REPORTS** (5 Minute limit per report)

a. Special Meeting Report

City Manager Dumouchel reported City Council adjourned into executive session and discussed the Alaska Growth Capital BIDCO, Inc. Lease Settlement and gave direction to the City Manager and City Attorney.

b. Committee of the Whole Report

Councilmember Lord reported Council covered a lot of topics including Resolution 20-115 Pratt CARES Act funds, 20-116 Lease Amendment for Copper River Seafoods, Resolution 20-117 Lease Assignment to Salmon Sisters, and Resolution 20-118 Water and Sewer Rates.

c. Mayor's Report

d. Borough Report

Lane Chesley, Borough Assembly member, commented tomorrow is his first assembly meeting so he has nothing to report tonight, and his is happy to be working with the City in this new role.

e. Library Advisory Board

Gordy Vernon, Library Advisory Board Member reported the library is currently closed to the public and is back to being open for curbside pickup, so contact the library for books, games, and computer check out. Food for Kids and Teens is still available outside by the book drop. Mr. Vernon also encouraged listeners to consider donating to the Library Endowment Fund.

f. Planning Commission

Kalie Petska-Rubalkava, Planning Commissioner, reported on the Commissions recent meeting where they approved meeting minutes, a utility easement vacation request at Tract E1A Carl Sholin Subdivision SBS 1996 Addn. No. 2, decision and findings for CUP 20-16 at 4424 Starboard Way, Wintergreen Subdivision Replat Preliminary Plat 2020, and their meeting schedule for 2021. The Commission discussed Medical District Building Heights and will have a recommendation to Council, and they discussed revisions to the Community Design Manual.

g. Economic Development Advisory Commission

h. Parks Art Recreation and Culture Advisory Commission

i. Port and Harbor Advisory Commission

j. Americans with Disabilities Act Compliance Committee

k. Economic Relief Grant Report

Special Projects and Communications Coordinator Carroll reported on the Economic Relief Grant report that was provided in the supplemental packet. The NERG2 program that has closed, 26 organizations applied and one was determined to be ineligible, at this point there has be \$357,000 requested. The mortgage and rent relief program MARRG and the Fisherman's program FERG, opened today. She reviewed the advertising efforts and addressed inquires that have been received regarding eligibility regarding both programs.

Jody Mastey, SBERG Coordinator reported SBERG2 closed and received 265 applications that selected one of the two options available through the program. 229 applications have been awarded grants totally \$3,615,782 and 36 applications are still pending.

**PUBLIC HEARING(S)**

- a. Ordinance 20-83, An Ordinance of the City Council of Homer, Alaska Amending the 2020 Capital Budget and Authorizing the Expenditure of \$253,193 from the HAWSP Fund to Complete the Alder Lane Water Improvement Project. City Manager/Public Works Director. Introduction October 26, 2020 Public Hearing and Second Reading November 9, 2020

Mayor Castner opened the public hearing.

Jason Herreman, property owner in the Alder Lane Water Improvement Special Assessment District, commented in opposition to be included in the district and expressed his concern about the boundaries and that the Council hasn't responded to their objection.

There were no further comments and the hearing was closed.

LORD/VENUTI MOVED TO ADOPT ORDINANCE 20-83 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Councilmember Lord shared that she values the input from Mr. Herreman. She explained that she spent time with staff to understand the concerns and evaluate how boundaries were set. She understands there's frustration about not wanting to be in the district, but the boundaries are set in a way that make sense for the future of the town. Spaghetti lines are not allowed in city code and we move to rectify that as we move into the future. She noted approval of the assessment roll comes later after the project is done and that's a time we can make decisions as a Council cost allocation and such. The district boundaries have already been approved and this ordinance is to allocate funds for the improvement.

Councilmember Smith agrees there needs to be some level of fairness that has to be exacted in and Public Works Director Keiser acknowledged that.

Councilmember Aderhold appreciates the public testimony and concerns. She recalls they had a conversation about this district and spaghetti lines previously, and tried to take into account all the testimony they'd received to that point.

Councilmember Evensen feels Mr. Herreman has brought up thoughtful and good points and feels the district boundaries need to be amended.

Council briefly addressed the district boundaries. It was noted that the boundaries have been approved by resolution and the action on the floor tonight isn't related to district boundaries, only to authorize funding for the project.

VOTE: YES: VENUTI, SMITH, ADERHOLD, LORD, HANSEN-CAVASOS

NO: EVENSEN

- b. Ordinance 20-84, An Ordinance of the City Council of Homer, Alaska Amending the FY2020 Capital Budget to Authorize the Expenditure of \$90,000 from the Ocean Drive Loop Special Service District Maintenance Accounts to Perform Maintenance on the Homer Seawall. City Manager/Public Works Director. Introduction October 26, 2020 Public Hearing and Second Reading November 9, 2020

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 20-84 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- c. Ordinance 20-85, An Ordinance of the City Council of Homer, Alaska Amending the FY2020 Capital Budget in the Amount of \$97,000 from the HART Roads Fund and Authorizing the Homer Public Works Department to Execute an Engineered Solution to Relocate the Surface Water Discharge at the Confluence of the Sterling Highway and Mount Augustine Drive into a Natural Occurring Ravine, Gully, Watercourse or Runnel. Mayor/Evensen. Introduction October 26, 2020 Public Hearing and Second Reading November 9, 2020

Memorandum 20-175 from Public Works Director as backup

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 20-85 BY READING OF TITLE FOR SECOND AND FINAL READING.

Councilmember Lord noted a typo on line 13.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Mayor Castner called for a break at 7:53 p.m. and called the meeting back to order at 8:03 p.m.

### **ORDINANCE(S)**

- a. Ordinance 20-87, An Ordinance of the City Council of Homer, Alaska Extending the Suspension of Homer City Code Chapter 5.42 Single-Use Plastic Bags to December 31, 2020 and Affirming January 1, 2021 as the date in which Merchants Shall Discontinue Providing Single-Use Plastic Carryout Bags. Aderhold/Venuti. Recommended dates: Introduction November 9, 2020 Public Hearing and Second Reading November 23, 2020.

LORD/ADERHOLD MOVED TO INTRODUCE ORDINANCE 20-87 BY READING OF TITLE ONLY.

Councilmember Aderhold explained they had an emergency order to allow plastic bags related to people's concerns about reusable bags during the pandemic. At this time she thinks people have gotten use to how things are going, that reusable bags are probably not a major way for COVID to move through the community, and that stores have had over a year since the voters decided ban single-use plastic bags to come up with an alternative to meet the standards that are in place.

Councilmembers Evensen and Venuti commented in agreement and clarified this separates the issue from the emergency declaration and single-use bags will be banned again at the end of the year.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

### **CITY MANAGER'S REPORT**

#### a. City Manager's Report

City Manager Dumouchel noted the change in internal risk level for City staff and in the frame work provided to Council previously, and we have gone from yellow to orange level. He stressed this is just for City operations and looking at public health and safety, safety of staff, and delivery of services.

In response to questions City Manager Dumouchel explained Ravn is still working through the permitting and there isn't a date set for resuming flights yet. He added staff is putting thought steps needed to reopen the airport to travelers.

Councilmember Lord commented in support of the de-escalation training for front facing staff. She noted the comment from Mr. Snider earlier about Homer being a tsunami ready community and encouraged staying on top of that to retain that status.

Councilmember Aderhold shared her appreciation to the City Manager for being proactive in the transition to level orange and implementing de-escalation training for staff. She also shared appreciation for City staff. It's been a trying time for everyone, staff have been busy doing their regular job, COVID related work, opening and closing, and navigating everything during this difficult time. Regarding the fiscal year change, she explained there are a number of things Council had prioritized at their retreat related to establishing reserve funds and other fiscal things. She'd like to know what our constraints are and if we move down this path will their priorities go on the back burner while we do this. She requested information to help Council have a real understanding of the Finance workload to ensure they aren't pushing them

too far. City Manager Dumouchel responded draft timelines and outreach are being worked on, and he'll provide more information at the next meeting.

Councilmember Evensen asked for a future discussion and a birds-eye perspective early on about boundaries for special assessment districts.

## **PENDING BUSINESS**

## **NEW BUSINESS**

## **RESOLUTIONS**

- a. Resolution 20-117, A Resolution of the City Council of Homer, Alaska Approving a Lease Assignment Originally held by Harbor Leasing, LLC and Assumed by Alaska Growth Capital BIDCO, Inc. to Salmon Sisters Holdings LLC and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents for a new Twenty Year Lease with Options for Two Consecutive Five Year Renewals for a Portion of Lot 12C, Port Industrial Subdivision No. 4, Plat 99-43, at an Annual Rate of \$29,785.32.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-117 BY READING OF TITLE ONLY.

Council agreed by consensus to allow public comment from Mr. Laukitis, a member of Salmon Sister's LLC.

Mr. Laukitis commented they are not supportive of Resolution 20-117. The resolution addresses assuming an existing lease and its terms and Salmon Sisters, LLC is interested in a new lease with the ability to negotiate the lease terms to be more in line with their business plan and at a lower lease rate.

Councilmembers discussed the resolution amongst themselves and with City Manager Dumouchel, Harbormaster Hawkins, and City Attorney Gatti. Some members expressed the desire to negotiate this lease and its terms beyond what's being brought forward tonight. City staff explained it came forward in this manner because the parties involved wanted to get this moving as quickly as possible and a lease assignment accommodates that. A lease transfer can be done by resolution in one reading. It's possible to consider a lease at lower than fair market value and code identifies steps that have to be taken to do so but it takes more time and will have to come back to Council for final approval. It was explained that as an effort to meet the expedited request, the Port and Harbor Advisory Commission has not had time to review this, but have a special meeting scheduled to do so next week. They discussed code parameters regarding lease process, lease assignment process, lease rates being set at fair market value, that lease properties are reviewed every five years, and this property done last year, and the need to do more work with the applicant and staff in how best to proceed.

ADERHOLD/ VENUTI MOVED TO POSTPONE NOVEMBER 23<sup>RD</sup>.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Resolution 20-118, A Resolution of the City Council of Homer, Alaska Amending the City of Homer Water and Sewer Rates and Updating the Homer Fee Schedule Accordingly. City Manager/Finance Director.

LORD/ADERHOLD MOVED TO POSTPONE TO NOVEMBER 23, 2020

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- c. Resolution 20-115, A Resolution of the City Council of Homer, Alaska Amending the CARES Act Closeout Spending Plan to Provide a \$56,500 Grant to the Pratt Museum. Lord. Recommend approval.

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-115 BY READING OF TITLE ONLY.

Councilmember Evensen supports the motion but thinks it should be taken up at a future meeting because he understands there may be other requests coming in from the community and we may want to evaluate them equally.

Councilmember Lord explained the Pratt isn't eligible to apply for the NERG program so they're trying to find a way to work through that. She's generally not supportive of direct grants from the City to the community, but in this case since they've received this money she's encouraged people who need these grants to apply. She believes this isn't going to be competitive spending, our top priorities are the ERG programs, time is running out, and she'd like to spend the money as requests come in. The City needs to pass this money on and the entities need to be able to spend it.

Councilmember Aderhold supports it in that the City has a different relationship with the Pratt Museum through an old Memorandum of Agreement that if something happens to the Pratt, the City takes over the collections. The museum needs to maintain the collections where they are, the City isn't prepared to do that. It's a nominal amount to help them move forward with their mission.

Councilmember Smith noted they aren't bound by other Council actions, but regardless, the Pratt is an important part of our community and he too sees the need to get the money to the community so they can plan to spend it.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **COMMENTS OF THE AUDIENCE**

### **COMMENTS OF THE CITY ATTORNEY**

City Attorney Gatti had no comment.

### **COMMENTS OF THE CITY CLERK**

City Clerk Jacobsen announced there is an opening for a city resident on the Planning Commission, and an opening for a resident or non-resident and also a Student Representative on the Economic Development Advisory Commission. She commented the State Election was very busy and everything went really well. She thanked the Election Workers for their hard work this election year.

### **COMMENTS OF THE CITY MANAGER**

City Manager Dumouchel reminded listeners that Wednesday is Veteran Day. He said City office will be closed and a big thanks to his fellow Veterans, to those still serving, and those who support them.

### **COMMENTS OF THE MAYOR**

Mayor Castner said he's glad we had a special meeting, it went well and will make the next one easier.

### **COMMENTS OF THE CITY COUNCIL**

Councilmember Aderhold appreciated some of the discussion tonight. She thanked all the election workers, whether a temporary worker, working for a State, Borough or County in the US, or election staff anywhere. Election integrity is clearly the foundation of our country and the election and election workers have been highly scrutinized during this election cycle. Our election system held up and it's because of the dedicated people who care about our elections and follow the rules.

Councilmember Evensen also appreciated the discussion and hearing others perspectives. He recommended the movie on Netflix called Social Dilemma about how the algorithms behind social media work. It's an excellent watch.

Councilmember Hansen-Cavasos said thank you to all our veterans, and wished City staff a good day off.

Councilmember Smith congratulated and welcomed Officer Charles Lee to the Police Force. He also congratulated Lane Chesley for being elected to the Borough Assembly, he'll represent our area well. We're yet to see the outcome of the election from the State, but it was a great election season, and great because it's over. He's not going to miss any of the ads.

Councilmember Lord is also thankful the elections are over and many thanks to everyone who did the work to make it happen, to everyone who voted, and to everyone who ran for seats. With kids at home, not doing school, and COVID case numbers going up around town, and around the state, nation, and world, it's not fun and she and her family are done with it, but we need to keep doing what we're doing because we care about other people. It's such a contagious virus, but with the small percentages of people dying or being hospitalized, a small percentage of a large number is still a pretty big number. She feels for all who are struggling, but the economy recovers when we feel safe. Good job to everyone continuing to do our best to keep numbers from getting any larger and doing what it takes.

Councilmember Venuti congratulated Austin Klein on his Eagle Scout award. She thanked the Veterans. She encouraged listeners to start thinking about masks for the holidays, something fun and blingy, something stylish. We're going to have to wear them for a while so we might as well look great.

**ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 9:08 p.m. The next Regular Meeting is Monday, November 23, 2020 at 6:00 p.m., Worksession at 4:00 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.

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Melissa Jacobsen, MMC, City Clerk

Approved: \_\_\_\_\_



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the Mayor

491 East Pioneer Avenue  
Homer, Alaska 99603

[mayor@ci.homer.ak.us](mailto:mayor@ci.homer.ak.us)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 20-190

TO: HOMER CITY COUNCIL  
FROM: MAYOR CASTNER  
DATE: NOVEMBER 17, 2020  
SUBJECT: APPOINTMENT OF JAY CHEROK TO THE ECONOMIC DEVELOPMENT ADVISORY COMMISSION

---

Jay Cherok is appointed to the Economic Development Advisory Commission to fill the seat vacated by John Mink. The term expires April 1, 2022.

**Recommendation:** Confirm the appointment of Jay Cherok to the Economic Development Advisory Commission.



CITY OF HOMER  
APPLICATION TO SERVE ON ADVISORY BODY  
COMMISSION, BOARD, COMMITTEE, TASK FORCE

CITY CLERK'S OFFICE  
CITY OF HOMER  
491 E. PIONEER AVE  
HOMER, AK 99603  
PH. 907-235-3130  
FAX 907-235-3143  
clerk@cityofhomer-ak.gov

The information below provides some basic background for the Mayor and Council  
This information is public and will be included in the Council Information packet

Name: Jay Cherok Date: 7-22-20

Physical Address: 58865 Dietz Lane

Mailing Address: PO Box 933

Phone #: 412-527-5234 Cell #: Same Work #: 907-235-7473

Email Address: jccst2@gmail.com

The above information will be published in the City Directory and within the city web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council

Please indicate the advisory body that you are interested in serving on by marking with an X.  
You may select more than one.

<input type="checkbox"/> <b>ADVISORY PLANNING COMMISSION</b> 1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 PM WORKSESSION PRIOR TO EACH MEETING AT 5:30 PM	<input checked="" type="checkbox"/> <b>ECONOMIC DEVELOPMENT ADVISORY COMMISSION</b> 2ND TUESDAY OF THE MONTH AT 6:00 PM
<input type="checkbox"/> <b>PARKS ART RECREATION &amp; CULTURE ADVISORY COMMISSION</b> 3RD THURSDAY OF THE MONTH AT 5:30 PM NO MEETINGS IN JANUARY, JULY & DECEMBER	<input type="checkbox"/> <b>CITY COUNCIL</b> 2ND & 4TH MONDAY OF THE MONTH SPECIAL MEETINGS & WORKSESSIONS AT 4:00 PM COMMITTEE OF THE WHOLE AT 5:00 PM REGULAR MEETING AT 6:00 PM
<input type="checkbox"/> <b>PORT &amp; HARBOR ADVISORY COMMISSION</b> 4th WEDNESDAY OF THE MONTH OCT-APRIL AT 5:00 PM MAY - SEPT AT 6:00 PM	<input type="checkbox"/> <b>LIBRARY ADVISORY BOARD</b> 1ST TUESDAY OF THE MONTH AT 5:30 PM NO MEETINGS IN JANUARY, JUNE AND JULY
<input type="checkbox"/>	<input type="checkbox"/> <b>OTHER - PLEASE INDICATE</b> _____
<input type="checkbox"/>	

I have been a resident of the city for 5 years. I have been a resident of the area for 7 years.

I am presently employed at Summit Physical Therapy

Please list any special training, education or background you may have which is related to your choice of advisory body.

Managed Several Successful Healthcare/physical therapy clinics around the country, Doctorate degree educated in physical therapy, currently own & operate two businesses in AK.

Have you ever served on a similar advisory body? If so please list when, where and how long:

Saint John the Baptist Catholic Church Finance Council  
6+ months.

Why are you interested in serving on the selected advisory body?

Interested in growing our economy, creating & maintaining jobs in Homer, & making Homer a better place for my children & fellow community members

Please list any current memberships or organizations you belong to related to your selection(s): To Live.

Please answer the following only if you are applying for the Advisory Planning Commission:  
Have you ever developed real property other than a personal residence, if so briefly explain:

N/A

Please answer if your are applying for the Port & Harbor Advisory Commission:

Do you use the Homer Port and/or Harbor on a regular basis?

Yes  No  What is your primary use? Commercial  Recreational

Please include any additional information that may assist the Mayor in his/her decision making:

I love Homer & I see the potential there is here for economic growth. My experience managing businesses around the country in multiple cities has provided me with diverse knowledge of how to attract, retain, & grow successful businesses.

When you have completed the application please review and return to the City Clerk's Office. You may also email this to [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov) or fax  907-235-3143. Thank you for applying!



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 20-191

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: NOVEMBER 17, 2020

SUBJECT: LIQUOR LICENSE RENEWALS FRESH CATCH CAFÉ, LA BALEINE, GROG SHOP, HOMER LIQUOR AND WINE COMPANY, PATEL'S, PATEL'S #2, AND RUM LOCKER

---

We have been notified by the Alcohol Marijuana Control Office of liquor license renewals in the City of Homer for the following:

License Type: Restaurant/Eating Place – Public Convenience Seasonal  
License #: 4894  
DBA Name: Fresh Catch Cafe  
Service Location: 4025 Homer Spit Road #20, Homer, AK 99603  
Licensee: Harrison McHenry  
Contact Person: Harrison McHenry

License Type: Restaurant/Eating Place – Public Convenience Seasonal  
License #: 5368  
DBA Name: La Baleine Cafe  
Service Location: 4460 Homer Spit Road, Homer, AK 99603  
Licensee: Within the Wild Adventure Company  
Contact Person: Carl L. Dixon

License Type: Package Store  
License #: 479  
DBA Name: The Grog Shop  
Service Location: 369 E Pioneer Ave, Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydom/Heidi Stage

License Type: Package Store – Seasonal  
License #: 2531  
DBA Name: Homer Liquor & Wine Company  
Service Location: 4474 Homer Spit Rd, Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydom/Heidi Stage

License Type: Package Store – Seasonal  
License #: 3176  
DBA Name: Patel's

Service Location: 4470 Homer Spit Rd, Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydon/Heidi Stage

License Type: Package Store – Seasonal  
License #: 3472  
DBA Name: Patel’s #2  
Service Location: 4470 Homer Spit Rd., Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydon/Heidi Stage

License Type: Package Store  
License #: 4432  
DBA Name: Rum Locker  
Service Location: 276 Olsen Lane, Suite 3, Homer, AK 99603  
Licensee: MSA, Inc.  
Contact person: Melvyn Strydom/Heidi Stage

RECOMMENDATION: Voice non objection and approval for the liquor license renewals.

Fiscal Note: Revenues.



November 6, 2020

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov), [jblankenship@kpb.us](mailto:jblankenship@kpb.us), [MJenkins@kpb.us](mailto:MJenkins@kpb.us), [SNess@kpb.us](mailto:SNess@kpb.us),  
[tshassetz@kpb.us](mailto:tshassetz@kpb.us), [shuff@kpb.us](mailto:shuff@kpb.us), [jhindman@kpb.us](mailto:jhindman@kpb.us),

**Re: Notice of Liquor License Renewal Application**

License Number	DBA	Type	City	Borough	Community Council
5368	La Baleine Cafe	Restaurant/Eating Place-Public Convenience Seasonal	Homer	Kenai Peninsula Borough	NONE

We have received a completed renewal application for the above listed licenses (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,

Glen Klinkhart, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

<b>Names on FP Cards:</b>	
---------------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**LGB 1 Response:** CITY OF HOMER (KPB)

**LGB 2 Response:**

Waive  
  Protest  
  Lapsed  
  Waive  
  Protest  
  Lapsed



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

### Establishment Contact Information

Licensee (Owner):	Within The Wild Adventure Co.	License #:	5368
License Type:	Restaurant/Eating Place - Public Convenience Seasonal		
Doing Business As:	La Baleine Cafe		
Premises Address:	4460 Homer Spit Road		
Local Governing Body:	City Of Homer (Kenai Peninsula Borough)		
Community Council:	NONE		

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

Mailing Address:					
City:		State:		ZIP:	

### Section 1 - Licensee Contact Information

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	CARL L. DIXON	Contact Phone:	907 227 4610
Contact Email:	carl@withinthewild.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

AMCO

OCT 27 2020

AMCO Received 10/27/20



# Form AB-17: 2021/2022 License Renewal Application

## Section 2 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	65938D
-----------------------	--------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	CARL L. DIXON				
Title(s):	President	Phone:	907 227.4610	% Owned:	50
Mailing Address:	BOX 91419				
City:	ANCHORAGE	State:	AK	ZIP:	99509

Name of Official:	KIRSTEN M. DIXON				
Title(s):	SECY/TREASURER	Phone:	(907) 351-5496	% Owned:	50
Mailing Address:	BOX 91419				
City:	ANCHORAGE	State:	AK	ZIP:	99509

Name of Official:					
Title(s):		Phone:		% Owned:	
Mailing Address:					
City:		State:		ZIP:	

AMCO

OCT 27 2020

AMCO Received 10/27/20 Page 2 of 4



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Sole Proprietor Ownership Information

**Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

**If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.**

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:		
Mailing Address:						
City:			State:			ZIP:
Email:						

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:		
Mailing Address:						
City:			State:			ZIP:
Email:						

## Section 4 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was <b>regularly operated continuously</b> throughout each year. (Year-round)  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2. The license was <b>only operated during a specific season</b> each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR 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 2019 or 2020?

Yes  No

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

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

AMCO RECV  
10/29/2020



# Form AB-17: 2021/2022 License Renewal Application

## Section 6 – Certifications

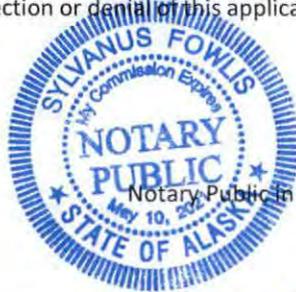
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- **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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

  
Signature of licensee

CARL L. DIXON  
Printed name of licensee



  
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: May 10th 2020

Subscribed and sworn to before me this 22<sup>nd</sup> day of October, 2020.

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

**Recreational Site** applications must include a completed Recreational Site Statement

**Tourism** applications must include a completed Tourism Statement

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

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ 300	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ 600. <sup>00</sup>

# Notice of Violation

(3AAC 304.525)

This form, all information provided and responses are public documents per Alaska Public Records ACT AS 40.25

Date: 5/22/19

License #/Type: 5368

Restaurant/Eating Place-Public Convenience Seasonal

Licensee: Within The Wild Adventure Co.

Address: 4460 Homer Spit Road, Homer, AK

DBA: La Baleine Cafe

AMCO Case #: 19-0819

This is a notice to you as licensee that an alleged violation has occurred. If the Alcoholic Beverage Control Board decides to act against your license, under the provisions of AS 44.62.330 - AS 44.62.630 (Administrative Procedures Act) you will receive an Accusation and Notice of your right to an Administrative Hearing.

Note: This is not an accusation or a criminal complaint.

On 5-16-19, an inspection was conducted at La Baleine Cafe. It was noted the establishment was not displaying any of the 3 required signs. Signs were provided and placement was discussed. Amanda Dixon was identified as the owner/manager. She was asked to provide proof of current server education. She replied she had a TAP card but could not provide it at this time. She was asked to send Inv. Hamilton proof of server education via e-mail or text. On 5-20-19, I contacted Alaska CHARR to see if they had a record of Dixon attending a TAP class to which they replied they did not have any record. On 5-21-19, Dixon e-mailed me a copy of her TAPS card which she had taken that day. In a follow-up conversation with Dixon on 5-22-19; she advised me she thought her Serve Safe course covered the alcohol. She stated that her parents and other family members were the owners and that she is the cook. She did admit that when she is on the premises, she is the person by virtue of her family, the person in charge of the establishment.

Your attention is directed to AS 04.21.065: Posting of warning signs, AS 04.21.025: Alcohol server education, 3AAC 304.465: Alcohol server education, AS 04.16.150: Licensee responsible for violations and AS 04.21.030: Responsibility of licensees, agents and employees

**You are directed to respond in writing to this Notice of Violation within 10 days of receipt to explain what action you have taken to prevent a re-occurrence of this violation. FAILURE TO RESPOND TO THIS NOTICE OF VIOLATION WITHIN 10 DAYS WILL RESULT IN YOUR APPEARANCE, EITHER IN PERSON OR TELEPHONICALLY, BEFORE THE ABC BOARD AT THEIR NEXT REGULARLY SCHEDULED BOARD MEETING.**

**\*Please send your response to the address below and include your alcohol license number in your response.**

3 AAC 304.525 (B) provides that upon receipt of a Notice of Violation, a licensee may request to appear before the Director and be heard regarding the Notice of Violation. The request must be made within ten days after receipt of the Notice and the Director must grant an appearance within ten days after receipt of a request. A Licensee shall respond, either orally or in writing, to the Notice.

**Alcohol & Marijuana Control Office**

**ATTN: Enforcement**

**550 W. 7<sup>th</sup> Ave, Suite 1600**

**Anchorage, Alaska 99501**

**[amco.enforcement@alaska.gov](mailto:amco.enforcement@alaska.gov)**

Issuing Investigator: J. Hamilton

Received by:

SIGNATURE:



SIGNATURE:

Delivered VIA: Mail

Date:

License# 5368

5/30<sup>th</sup>/19

Dear Alcoholic Beverage Control  
Board,

I am writing in response to a notice of violation I received in the mail. We did not have the required posted signs up on his investigation as I had taken them down upon Spring cleaning and failed to post them back up. Investigator Hamilton provided me with new signs and they are now displayed in the proper areas and will remain there.

I was truthful with Investigator Hamilton when I said I felt I had all proper certification. When I looked into the law and details I realized I did not have a TAP card. I immediately tried to find the nearest class and the next was in just a few days in Anchorage. I paid several hundred dollars to fly up to Anchorage for one night and took the class passing with 100%.

My family owns Within the Wild which owns two lodges and the la balaine cafe. I have a manager at the cafe, with a TAPS card of course who is the manager at all times. I start the season training the cooks at the cafe and then move to the lodges training chefs all summer. I am rarely at the cafe. This is why I was not clear about my certification, and felt that the manager and anyone serving beer or wine at the cafe has TAPS training was ok. I was never serving alcohol, I am a chef.

I now have my TAPS card, we enforce all our beer/wine servers to have TAPS and all required training. I feel we have fixed the problem that he had observed and it will not happen again.

Sincerely,

Amanda Dixon  
Amanda Dixon

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	WITHIN THE WILD ADVENTURE COMPANY

**Entity Type:** Business Corporation

**Entity #:** 65938D

**Status:** Good Standing

**AK Formed Date:** 2/22/1999

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2023

**Entity Mailing Address:** BOX 91419, ANCHORAGE, AK 99509

**Entity Physical Address:** 2618 GALEWOOD ST., ANCHORAGE, AK 99508

### Registered Agent

**Agent Name:** Carl Dixon

**Registered Mailing Address:** BOX 91419, ANCHORAGE, AK 99509

**Registered Physical Address:** 2626 GALEWOOD ST, ANCHORAGE, AK 99508

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	Carl L. Dixon	Director, Shareholder, President	50.00
	Kirsten M. Dixon	Director, Shareholder, Secretary, Treasurer	50.00

## Filed Documents

Date Filed	Type	Filing	Certificate
2/22/1999	Creation Filing		
2/26/1999	Biennial Report		
12/18/2000	Biennial Report	<a href="#">Click to View</a>	
4/14/2003	Biennial Report	<a href="#">Click to View</a>	
12/27/2004	Biennial Report	<a href="#">Click to View</a>	
11/04/2006	Biennial Report	<a href="#">Click to View</a>	
12/08/2008	Biennial Report	<a href="#">Click to View</a>	
12/29/2011	Biennial Report	<a href="#">Click to View</a>	
12/29/2011	Agent Change	<a href="#">Click to View</a>	
7/05/2012	Agent Change	<a href="#">Click to View</a>	
11/21/2012	Biennial Report	<a href="#">Click to View</a>	
10/28/2014	Biennial Report	<a href="#">Click to View</a>	
10/31/2016	Biennial Report	<a href="#">Click to View</a>	
10/26/2018	Biennial Report	<a href="#">Click to View</a>	
4/22/2019	Certificate of Compliance		<a href="#">Click to View</a>
10/09/2020	Biennial Report	<a href="#">Click to View</a>	

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**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

**LaBaleine Cafe**

Box 91419, Anchorage, AK 99509

owned by

WITHIN THE WILD ADVENTURE COMPANY

is licensed by the department to conduct business for the period

October 29, 2020 to December 31, 2022  
for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Anderson  
Commissioner

AMCO RECV  
10/29/2020



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 30, 2020

Within the Wild Adventure Co.  
DBA: La Baleine Café  
Via Email: [carl@withinthewild.com](mailto:carl@withinthewild.com)

Re: Restaurant/Eating Place-Public Convenience Seasonal #5368 DBA: La Baleine Cafe

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the January 2021 board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) email address if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Olivia Frank", written over a white rectangular background.

Olivia Frank  
Occupational Licensing Examiner



November 13, 2020

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov), [jblankenship@kpb.us](mailto:jblankenship@kpb.us), [MJenkins@kpb.us](mailto:MJenkins@kpb.us), [SNess@kpb.us](mailto:SNess@kpb.us),  
[tshassetz@kpb.us](mailto:tshassetz@kpb.us), [shuff@kpb.us](mailto:shuff@kpb.us), [jhindman@kpb.us](mailto:jhindman@kpb.us),

**Re: Notice of Liquor License Renewal Application**

License Number	DBA	Type	City	Borough	Community Council
4894	Fresh Catch Cafe	Restaurant/Eating Place-Public Convenience Seasonal	Homer	Kenai Peninsula Borough	NONE

We have received a completed renewal application for the above listed licenses (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,

Glen Klinkhart, Director  
[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input type="checkbox"/>	<input type="checkbox"/>

LGB 1 Response: [City of Homer \(KPB\)](#)

LGB 2 Response:

- Waive   
  Protest   
  Lapsed   
  Waive   
  Protest   
  Lapsed



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

### Establishment Contact Information

Licensee (Owner):	Harrison McHenry	License #:	4894
License Type:	Restaurant/Eating Place - Public Convenience Seasonal		
Doing Business As:	Fresh Catch Cafe		
Premises Address:	4025 Homer Spit Rd # 20		
Local Governing Body:	City of Homer (Kenai Peninsula Borough)		
Community Council:			

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

Mailing Address:					
City:		State:		ZIP:	

### Section 1 - Licensee Contact Information

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Harrison McHenry	Contact Phone:	(907)299-4538
Contact Email:	freshcatchcafe@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



# Form AB-17: 2021/2022 License Renewal Application

## Section 2 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	
-----------------------	--

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:				
Title(s):	Phone:		% Owned:	
Mailing Address:				
City:	State:		ZIP:	

Name of Official:				
Title(s):	Phone:		% Owned:	
Mailing Address:				
City:	State:		ZIP:	

Name of Official:				
Title(s):	Phone:		% Owned:	
Mailing Address:				
City:	State:		ZIP:	



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Sole Proprietor Ownership Information

### Corporations, LLC's and Partnerships of ALL kinds should skip this section.

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require. If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:  Applicant  Affiliate

Name:	Harrison McHenry		Contact Phone:	(907) 299-4538	
Mailing Address:	PO Box 15236				
City:	Fritz Creek	State:	AK	ZIP:	99603
Email:	freshcatchcafe@gmail.com				

This individual is an:  Applicant  Affiliate

Name:			Contact Phone:		
Mailing Address:					
City:		State:		ZIP:	
Email:					

## Section 4 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round)   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR 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 2019 or 2020?  Yes  No

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

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



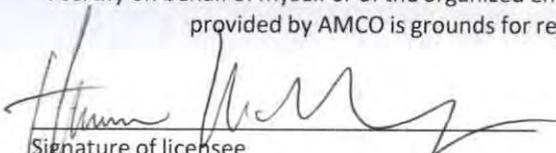
# Form AB-17: 2021/2022 License Renewal Application

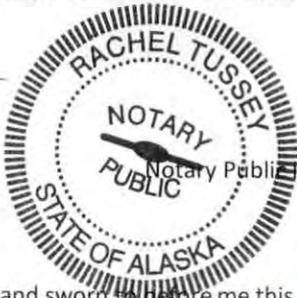
## Section 6 – Certifications

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 and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- **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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

  
 Signature of licensee  
 Harrison McHenry  
 Printed name of licensee



  
 Signature of Notary Public  
 Notary Public in and for the State of: Alaska  
 My commission expires: 12/10/2022

Subscribed and sworn to before me this 23 day of October, 2020.

- Restaurant/Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed Recreational Site Statement
- Tourism** applications must include a completed Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ <u>300</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ <u>600</u>

**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

**FRESH CATCH CAFE**

PO BOX 15236, FRITZ CREEK, AK 99603

owned by

HARRISON MCHENRY

is licensed by the department to conduct business for the period

October 14, 2019 to December 31, 2021  
for the following line(s) of business:

72 - Accommodation and Food Services



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

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

Julie Anderson  
Commissioner



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce, Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

November 9, 2020

Harrison McHenry  
DBA: Fresh Catch Cafe  
Via Email: [freshcatchcafe@yahoo.com](mailto:freshcatchcafe@yahoo.com)

Re: Restaurant/Eating Place-Public Convenience Seasonal License #4894 DBA: Fresh Catch Cafe

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the January 2021 board meeting for Alcoholic Beverage Control Board consideration. The address and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us through the [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) email address if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Olivia Frank", written over a white rectangular background.

Olivia Frank  
Occupational Licensing Examiner



October 23, 2020

City of Homer, Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov), [jblankenship@kpb.us](mailto:jblankenship@kpb.us), [MJenkins@kpb.us](mailto:MJenkins@kpb.us),  
[SNess@kpb.us](mailto:SNess@kpb.us), [tshassetz@kpb.us](mailto:tshassetz@kpb.us), [shuff@kpb.us](mailto:shuff@kpb.us), [jhindman@kpb.us](mailto:jhindman@kpb.us)

**Re: Notice of Liquor License Renewal Application**

License Number	DBA	Type	City	Borough	Community Council
479	The Grog Shop	Package Store	Homer	Kenai Peninsula Borough	NONE
2531	Homer Liquor & Wine Company	Package Store-Seasonal	Homer	Kenai Peninsula Borough	NONE
3176	Patel's	Package Store-Seasonal	Homer	Kenai Peninsula Borough	NONE
4432	Rum Locker	Package Store	Homer	Kenai Peninsula Borough	NONE
3472	Patel's #2	Package Store-Seasonal	Homer	Kenai Peninsula Borough	NONE

We have received a completed renewal application for the above listed licenses (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,

Glen Klinkhart, Director

Last Name

Date

Page 2

[amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov)

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

479

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

1150

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

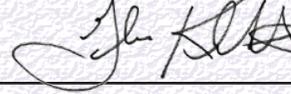
D/B/A: The Grog Shop  
369 E Pioneer Ave

Mail Address:  
MSA, Inc.  
369 E Pioneer Avenue  
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



DIRECTOR

04-900 (REV 9/09)

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

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

479

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: The Grog Shop  
369 E Pioneer Ave

Mailing Address:  
MSA, Inc.  
369 E Pioneer Avenue  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

**COPY**

DIRECTOR

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



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

<b>Names on FP Cards:</b>	
---------------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**LGB 1 Response:** City of Homer      **LGB 2 Response:** KPB

Waive     Protest     Lapsed   
  Waive     Protest     Lapsed



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

### Establishment Contact Information

Licensee (Owner):	MSA, Inc.	License #:	479
License Type:	Package Store		
Doing Business As:	The Corog Shop		
Premises Address:	369 E. Pioneer Avenue, Homer, AK 99603		
Local Governing Body:	City of Homer (Kenai Peninsula Borough)		
Community Council:	None		

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

Mailing Address:					
City:		State:		ZIP:	

### Section 1 – Licensee Contact Information

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Melwyn Strydom	Contact Phone:	907.235.5101
Contact Email:	alaskamsa@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Heidi Stage	Contact Phone:	907.235.5101
Contact Email:	alaskamsa@gmail.com		

Name of Contact:		Contact Phone:	
Contact Email:			

### Section 2 – Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2021 and/or 2022?

YES  NO



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	87422 D
-----------------------	---------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Melvyn Strydom			
Title(s):	President/Sec.	Phone:	235-5101	% Owned: 100
Mailing Address:	61447 E. Skyline Drive			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



# Form AB-17: 2021/2022 License Renewal Application

## Section 4 – Sole Proprietor Ownership Information

**Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

## Section 5 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round)   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 6 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** 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 2019 or 2020?

Yes  No

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

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

AMCO

OCT 20 2020



# Form AB-17: 2021/2022 License Renewal Application

## Section 7 – Certifications

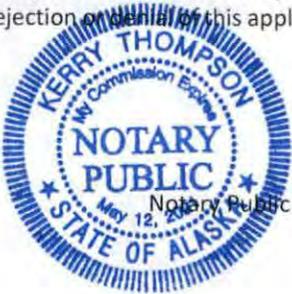
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- **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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

Melvyn Strydom  
Signature of licensee

Melvyn Strydom  
Printed name of licensee



[Signature]  
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 5/12/2021

Subscribed and sworn to before me this 9<sup>th</sup> day of October, 2020.

- Restaurant/Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed Recreational Site Statement
- Tourism** applications must include a completed Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ <u>1500.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ <u>1,800.00</u>

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MSA, INC.

**Entity Type:** Business Corporation

**Entity #:** 87422D

**Status:** Good Standing

**AK Formed Date:** 6/22/2004

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Entity Physical Address:** 61477 SKYLINE DR., 369 E. PIONEER AVE., C/O THE GROG SHOP,  
HOMER, AK 99603

### Registered Agent

**Agent Name:** Melvyn Strydom

**Registered Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Registered Physical Address:** 369 E PIONEER AVE, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	MELVYN STRYDOM	Director, President, Shareholder, Treasurer, Secretary	100.00

## Filed Documents

<b>Date Filed</b>	<b>Type</b>	<b>Filing</b>	<b>Certificate</b>
6/22/2004	Creation Filing	<a href="#">Click to View</a>	
11/10/2006	Biennial Report	<a href="#">Click to View</a>	
3/15/2009	Biennial Report	<a href="#">Click to View</a>	
1/04/2010	Biennial Report	<a href="#">Click to View</a>	
12/26/2011	Biennial Report	<a href="#">Click to View</a>	
10/04/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Change of Officials	<a href="#">Click to View</a>	
11/28/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2017	Biennial Report	<a href="#">Click to View</a>	
12/19/2017	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	

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**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

**THE GROG SHOP**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

is licensed by the department to conduct business for the period

October 8, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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

**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

**THE GROG SHOP**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

**ENDORSEMENT: 309427 - 1**

Effective October 8, 2020 through December 31, 2022

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

369 E. PIONEER AVE., HOMER, AK 99603



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

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

Julie Anderson  
Commissioner



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 20, 2020

Owner: MSA, Inc.

DBA: The Grog Shop, Homer Liquor & Wine Company, Patel's, Patel's #2, Rum Locker

Via Email: [alaskamsa@gmail.com](mailto:alaskamsa@gmail.com)

Re: Liquor License # 479, 2531, 3176, 3472, 4432

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the **January 2021** board meeting for Alcoholic Beverage Control Board consideration.

The Zoom link and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us via email at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) if you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "Randi Baker".

Randi Baker  
Occupational Licensing Examiner

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

2531

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-Sr

05/15 - 11/15

LICENSE FEE: \$750.00

1152

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

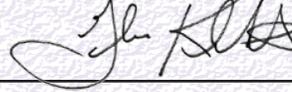
D/B/A: Homer Liquor & Wine Comp  
4474 Homer Spit Road #4

Mail Address:  
MSA, Inc.  
369 E Pioneer Avenue  
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



DIRECTOR

04-900 (REV 9/09)

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

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

2531

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-S

05/15 - 11/15

LICENSE FEE: \$750.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: Homer Liquor & Wine Company  
4474 Homer Spit Road #4

Mailing Address:  
MSA, Inc.  
369 E Pioneer Avenue  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

**COPY**

DIRECTOR

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



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input type="checkbox"/>	<input type="checkbox"/>

**LGB 1 Response:** City of Homer  
 Waive     Protest     Lapsed

**LGB 2 Response:** KPB  
 Waive     Protest     Lapsed



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

### Establishment Contact Information

Licensee (Owner):	MSA, Inc.	License #:	2531
License Type:	Package Store - seasonal		
Doing Business As:	Homer Liquor & Wine Company		
Premises Address:	4474 Homer Spit Road #4 Homer, AK		
Local Governing Body:	City of Homer (Kenai Peninsula Borough)		
Community Council:	None		

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

Mailing Address:	369 E. Pioneer Avenue		
City:	Homer	State:	AK
ZIP:	99603		

### Section 1 - Licensee Contact Information

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Melwyn Strydom	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Heidi Stage	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

Name of Contact:		Contact Phone:	
Contact Email:			

### Section 2 - Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2021 and/or 2022?

YES  NO

AMCO

OCT 20 2020



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	87422D
-----------------------	--------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of any type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Melvyn Strydom			
Title(s):	President/Secretary	Phone:	235-5101	% Owned: 100
Mailing Address:	61447 E. Skyline Drive			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



# Form AB-17: 2021/2022 License Renewal Application

## Section 4 – Sole Proprietor Ownership Information

### Corporations, LLC's and Partnerships of ALL kinds should skip this section.

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

This individual is an:  Applicant  Affiliate

Name:				Contact Phone:	
Mailing Address:					
City:		State:		ZIP:	
Email:					

## Section 5 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was <b>regularly operated continuously</b> throughout each year. (Year-round)  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2. The license was <b>only operated during a specific season</b> each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 6 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** 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 2019 or 2020?  Yes  No

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

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





# Form AB-17: 2021/2022 License Renewal Application

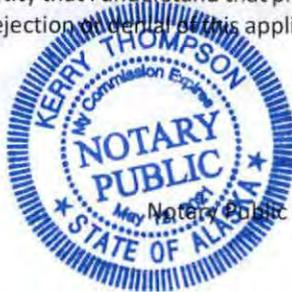
## Section 7 – Certifications

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 and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- 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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

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

Melwyn Strydom  
 Signature of licensee  
Melwyn Strydom  
 Printed name of licensee



Kerry Thompson  
 Signature of Notary Public  
 Notary Public in and for the State of: Alaska  
 My commission expires: 5/12/2021

Subscribed and sworn to before me this 9th day of October, 2020.

- Restaurant/Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed Recreational Site Statement
- Tourism** applications must include a completed Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ <u>750.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ <u>1,050.00</u>

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MSA, INC.

**Entity Type:** Business Corporation

**Entity #:** 87422D

**Status:** Good Standing

**AK Formed Date:** 6/22/2004

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Entity Physical Address:** 61477 SKYLINE DR., 369 E. PIONEER AVE., C/O THE GROG SHOP,  
HOMER, AK 99603

### Registered Agent

**Agent Name:** Melvyn Strydom

**Registered Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Registered Physical Address:** 369 E PIONEER AVE, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	MELVYN STRYDOM	Director, President, Shareholder, Treasurer, Secretary	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
6/22/2004	Creation Filing	<a href="#">Click to View</a>	
11/10/2006	Biennial Report	<a href="#">Click to View</a>	
3/15/2009	Biennial Report	<a href="#">Click to View</a>	
1/04/2010	Biennial Report	<a href="#">Click to View</a>	
12/26/2011	Biennial Report	<a href="#">Click to View</a>	
10/04/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Change of Officials	<a href="#">Click to View</a>	
11/28/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2017	Biennial Report	<a href="#">Click to View</a>	
12/19/2017	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	

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**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

**HOMER LIQUOR & WINE COMPANY**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

is licensed by the department to conduct business for the period

October 8, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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

**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

**HOMER LIQUOR & WINE COMPANY**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

**ENDORSEMENT: 309425 - 2**

Effective October 8, 2020 through December 31, 2022

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

4474 HOMER SPIT RD #4, HOMER, AK 99603



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

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

Julie Anderson  
Commissioner



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 20, 2020

Owner: MSA, Inc.

DBA: The Grog Shop, Homer Liquor & Wine Company, Patel's, Patel's #2, Rum Locker

Via Email: [alaskamsa@gmail.com](mailto:alaskamsa@gmail.com)

Re: Liquor License # 479, 2531, 3176, 3472, 4432

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the **January 2021** board meeting for Alcoholic Beverage Control Board consideration.

The Zoom link and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us via email at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) if you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "Randi Baker".

Randi Baker  
Occupational Licensing Examiner

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

3176

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-Sr

05/01 - 10/31

LICENSE FEE: \$750.00

1152

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

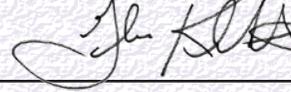
D/B/A: Patel's  
4470 Homer Spit Rd

Mail Address:  
MSA, Inc.  
369 E Pioneer Avenue  
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



DIRECTOR

04-900 (REV 9/09)

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

10/20/2020

ABC BOARD

# LIQUOR LICENSE 2021 - 2022

3176

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-S

05/01 - 10/31

LICENSE FEE: \$750.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: Patel's  
4470 Homer Spit Rd

Mailing Address:  
MSA, Inc.  
369 E Pioneer Avenue  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

**COPY**

DIRECTOR

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

04-900 (REV 9/09)



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

<b>Names on FP Cards:</b>	
---------------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**LGB 1 Response:** City of Homer      **LGB 2 Response:** KPB

Waive     Protest     Lapsed   
  Waive     Protest     Lapsed



Alaska Alcoholic Beverage Control Board

**Form AB-17: 2021/2022 License Renewal Application**

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

**Establishment Contact Information**

Licensee (Owner):	MSA, Inc.	License #:	3176
License Type:	Package Store - Seasonal		
Doing Business As:	Patel's		
Premises Address:	4470 Homer Spit Road, Homer, AK		
Local Governing Body:	City of Homer (Kenai Peninsula Borough)		
Community Council:	None		

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

Mailing Address:	369 E. Pioneer Avenue		
City:	Homer	State:	AK
		ZIP:	99603

**Section 1 – Licensee Contact Information**

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Melvyn Strydom	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Heidi Stage	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

Name of Contact:		Contact Phone:	
Contact Email:			

**Section 2 – Written Order Information**

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2021 and/or 2022?

YES  NO



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

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Alaska CBPL Entity #:	87422 D
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**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of any type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
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  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of any type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Melvyn Strydom			
Title(s):	President/Secretary	Phone:	235-5101	% Owned: 100
Mailing Address:	61447 E. Skyline Drive			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



# Form AB-17: 2021/2022 License Renewal Application

## Section 4 – Sole Proprietor Ownership Information

**Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate	
Name:		Contact Phone:	
Mailing Address:			
City:		State:	
		ZIP:	
Email:			

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate	
Name:		Contact Phone:	
Mailing Address:			
City:		State:	
		ZIP:	
Email:			

## Section 5 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round)   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 6 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR 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 2019 or 2020?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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.**



# Form AB-17: 2021/2022 License Renewal Application

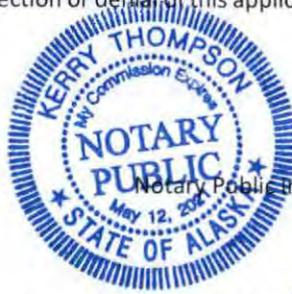
## Section 7 – Certifications

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 and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- 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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

Melvin Strydom  
 Signature of licensee  
Melvin Strydom  
 Printed name of licensee



Kerry Thompson  
 Signature of Notary Public  
 Notary Public in and for the State of: Alaska  
 My commission expires: 5/12/2021

Subscribed and sworn to before me this 9<sup>th</sup> day of October, 2020.

- Restaurant/Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed Recreational Site Statement
- Tourism** applications must include a completed Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ <u>750.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ <u>1,050.00</u>

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MSA, INC.

**Entity Type:** Business Corporation

**Entity #:** 87422D

**Status:** Good Standing

**AK Formed Date:** 6/22/2004

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Entity Physical Address:** 61477 SKYLINE DR., 369 E. PIONEER AVE., C/O THE GROG SHOP,  
HOMER, AK 99603

### Registered Agent

**Agent Name:** Melvyn Strydom

**Registered Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Registered Physical Address:** 369 E PIONEER AVE, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	MELVYN STRYDOM	Director, President, Shareholder, Treasurer, Secretary	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
6/22/2004	Creation Filing	<a href="#">Click to View</a>	
11/10/2006	Biennial Report	<a href="#">Click to View</a>	
3/15/2009	Biennial Report	<a href="#">Click to View</a>	
1/04/2010	Biennial Report	<a href="#">Click to View</a>	
12/26/2011	Biennial Report	<a href="#">Click to View</a>	
10/04/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Change of Officials	<a href="#">Click to View</a>	
11/28/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2017	Biennial Report	<a href="#">Click to View</a>	
12/19/2017	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	

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**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

**PATEL'S**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA INC.

is licensed by the department to conduct business for the period

October 8, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 20, 2020

Owner: MSA, Inc.

DBA: The Grog Shop, Homer Liquor & Wine Company, Patel's, Patel's #2, Rum Locker

Via Email: [alaskamsa@gmail.com](mailto:alaskamsa@gmail.com)

Re: Liquor License # 479, 2531, 3176, 3472, 4432

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the **January 2021** board meeting for Alcoholic Beverage Control Board consideration.

The Zoom link and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us via email at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) if you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "Randi Baker".

Randi Baker  
Occupational Licensing Examiner

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

**XXXX**

**ISSUED**

**10/20/2020**

**ABC BOARD**

# LIQUOR LICENSE 2021 - 2022

**4432**

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

1150

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

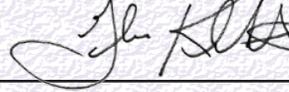
D/B/A: Rum Locker  
276 Olsen Lane Suite #3

Mail Address:  
MSA, Inc.  
369 E Pioneer Avenue  
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



DIRECTOR

04-900 (REV 9/09)

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**

**10/20/2020**

**ABC BOARD**

# LIQUOR LICENSE 2021 - 2022

**4432**

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store

LICENSE FEE: \$1,500.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: Rum Locker  
276 Olsen Lane Suite #3

Mailing Address:  
MSA, Inc.  
369 E Pioneer Avenue  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

**COPY**

DIRECTOR

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



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input type="checkbox"/>	<input type="checkbox"/>

**LGB 1 Response:**

Waive     Protest     Lapsed

**LGB 2 Response:**

Waive     Protest     Lapsed



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2021/2022 License Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

### Establishment Contact Information

Licensee (Owner):	MSA, Inc.	License #:	4432
License Type:	Package Store		
Doing Business As:	Rum Locker		
Premises Address:	276 Olsen Lane Suite #3, Homer AK		
Local Governing Body:	City of Homer (Kenai Peninsula Borough)		
Community Council:	None		

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

Mailing Address:	369 E. Pioneer Avenue, Homer, AK 99603		
City:	Homer	State:	AK
		ZIP:	99603

### Section 1 - Licensee Contact Information

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Melvyn Strydom	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Heidi Stage	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

Name of Contact:		Contact Phone:	
Contact Email:			

### Section 2 - Written Order Information

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2021 and/or 2022?

YES  NO

AMCO

OCT 20 2020



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	87422D
-----------------------	--------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- Corporations of **any** type including non-profit must list ONLY the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- Limited Liability Corporations, of **any** type must list ONLY the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- Partnerships of **any** type, including Limited Partnerships must list ONLY the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Melvyn Strydom			
Title(s):	President/Secretary	Phone:	235-5101	% Owned: 100
Mailing Address:	61447 E. Skyline Drive			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



# Form AB-17: 2021/2022 License Renewal Application

## Section 4 – Sole Proprietor Ownership Information

**Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate
Name:		
Contact Phone:		
Mailing Address:		
City:	State:	ZIP:
Email:		

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate
Name:		
Contact Phone:		
Mailing Address:		
City:	State:	ZIP:
Email:		

## Section 5 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was <b>regularly operated continuously</b> throughout each year. (Year-round)  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was <b>only operated during a specific season</b> each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 6 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** 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 2019 or 2020?

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>

**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.**



OCT 20 2020



# Form AB-17: 2021/2022 License Renewal Application

## Section 7 – Certifications

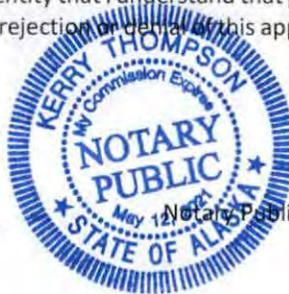
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- **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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

Melvin Strydom  
Signature of licensee

Melvin Strydom  
Printed name of licensee



Kerry Thompson  
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 5/12/2021

Subscribed and sworn to before me this 9th day of October, 2020.

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

**Recreational Site** applications must include a completed Recreational Site Statement

**Tourism** applications must include a completed Tourism Statement

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

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ 1500.00	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ 1,800.00

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

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## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MSA, INC.

**Entity Type:** Business Corporation

**Entity #:** 87422D

**Status:** Good Standing

**AK Formed Date:** 6/22/2004

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Entity Physical Address:** 61477 SKYLINE DR., 369 E. PIONEER AVE., C/O THE GROG SHOP,  
HOMER, AK 99603

### Registered Agent

**Agent Name:** Melvyn Strydom

**Registered Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Registered Physical Address:** 369 E PIONEER AVE, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	MELVYN STRYDOM	Director, President, Shareholder, Treasurer, Secretary	100.00

## Filed Documents

<b>Date Filed</b>	<b>Type</b>	<b>Filing</b>	<b>Certificate</b>
6/22/2004	Creation Filing	<a href="#">Click to View</a>	
11/10/2006	Biennial Report	<a href="#">Click to View</a>	
3/15/2009	Biennial Report	<a href="#">Click to View</a>	
1/04/2010	Biennial Report	<a href="#">Click to View</a>	
12/26/2011	Biennial Report	<a href="#">Click to View</a>	
10/04/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Change of Officials	<a href="#">Click to View</a>	
11/28/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2017	Biennial Report	<a href="#">Click to View</a>	
12/19/2017	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	

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**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

**RUM LOCKER**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

is licensed by the department to conduct business for the period

October 8, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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

**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

**RUM LOCKER**

369 E. PIONEER AVE., HOMER, AK 99603

owned by

MSA, INC.

**ENDORSEMENT: 309426 - 1**

Effective October 8, 2020 through December 31, 2022

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

276 OLSEN LN. #3, HOMER, AK 99603



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

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

Julie Anderson  
Commissioner



THE STATE  
of **ALASKA**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 20, 2020

Owner: MSA, Inc.

DBA: The Grog Shop, Homer Liquor & Wine Company, Patel's, Patel's #2, Rum Locker

Via Email: [alaskamsa@gmail.com](mailto:alaskamsa@gmail.com)

Re: Liquor License # 479, 2531, 3176, 3472, 4432

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the **January 2021** board meeting for Alcoholic Beverage Control Board consideration.

The Zoom link and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us via email at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) if you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "Randi Baker".

Randi Baker  
Occupational Licensing Examiner

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

10/20/2020

ABC BOARD

LIQUOR LICENSE  
2021 - 2022

3472

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-Sr

05/15 - 11/15

LICENSE FEE: \$750.00

1152

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

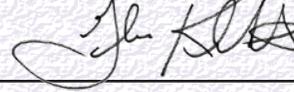
D/B/A: Patel's #2  
4287 Homer Spit Road #1

Mail Address:  
MSA, Inc.  
369 E Pioneer Avenue  
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



DIRECTOR

04-900 (REV 9/09)

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

10/20/2020

ABC BOARD

LIQUOR LICENSE  
2021 - 2022

3472

LICENSE RENEWAL APPLICATION DUE  
DECEMBER 31, 2022 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2023 UNLESS DATED BELOW

TYPE OF LICENSE: Package Store-S

05/15 - 11/15

LICENSE FEE: \$750.00

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

DIRECTOR

D/B/A: Patel's #2  
4287 Homer Spit Road #1

Mailing Address:  
MSA, Inc.  
369 E Pioneer Avenue  
Homer, AK 99603

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



Alaska Alcoholic Beverage Control Board

## Master Checklist: Renewal Liquor License Application

Doing Business As:	La Baleine Cafe	License Number:	5368
License Type:	Restaurant/Eating Place - Public Convenience - Seasonal		
Examiner:	OF	Transaction #:	1362989

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	10/30	
App and License Fees	10/27		

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation	10/27	10/29	
AB-30: Minimum Operation			
AB-33: Restaurant Affidavit	10/27	10/29	
COI / COC / 5 Star			
FP Cards & Fees / AB-08a			
Late Fee			

Names on FP Cards:	
--------------------	--

	Yes	No
Selling alcohol in response to written order (package stores)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Mailing address and contact information different than in database (if yes, update database)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
In "Good Standing" with CBPL (skip this and next question for sole proprietor)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Officers and stockholders match CBPL and database (if "No", determine if transfer necessary)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

LGB 1 Response: City of Homer

LGB 2 Response: KPB

Waive  Protest  Lapsed

Waive  Protest  Lapsed



Alaska Alcoholic Beverage Control Board

**Form AB-17: 2021/2022 License Renewal Application**

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2020 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 complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2021 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.

**Establishment Contact Information**

Licensee (Owner):	MSA, Inc.	License #:	3472
License Type:	Package Store - Seasonal		
Doing Business As:	Patel's #2		
Premises Address:	4287 Homer Spit Road #1		
Local Governing Body:	City of Homer		
Community Council:	None		

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

Mailing Address:					
City:		State:		ZIP:	

**Section 1 - Licensee Contact Information**

**Contact Licensee:** The individual listed below must be listed in Section 2 or 3 as an Official/Owner/Shareholder of your entity and must be listed on CBPL with the same name and title.

This person will be the designated point of contact regarding this license, unless the Optional contact is completed.

Contact Licensee:	Melwyn Strydom	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

**Optional:** If you wish for AMCO staff to communicate with anyone other than the Contact Licensee about your license, list them below:

Name of Contact:	Heidi Stage	Contact Phone:	235-5101
Contact Email:	alaskamsa@gmail.com		

Name of Contact:		Contact Phone:	
Contact Email:			

**Section 2 - Written Order Information**

Do you intend to sell alcoholic beverages and ship them to another location in response to written solicitation in calendar years 2021 and/or 2022?

YES  NO



# Form AB-17: 2021/2022 License Renewal Application

## Section 3 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.

<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	87422 D
-----------------------	---------

**READ BEFORE PROCEEDING:** Any new or changes to Shareholders (10% or more), Managers, Corporate Officers, Board of Directors, Partners, Controlling Interest or Ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI-approved card stock, AB-08a's, payment of \$48.25 for each new officer with a date-stamped copy of the CBPL change per AS 04.11.045, 50 & 55, or a Notice of Violation will be issued to your establishment and your application will be returned.

The only exception to this is a Corporation who can meet the requirements set forth in AS 04.11.050(c).

### DO NOT LIST OFFICERS OR TITLES THAT ARE NOT REQUIRED FOR YOUR ENTITY TYPE.

- **Corporations** of *any* type including *non-profit* must list **ONLY** the following:
  - All shareholders who own 10% or more stock in the corporation
  - Each President, Vice-President, Secretary, and Managing Officer regardless of percentage owned
- **Limited Liability Corporations**, of *any* type must list **ONLY** the following:
  - All Members with an ownership interest of 10% or more
  - All Managers (of the LLC, not the DBA) regardless of percentage owned
- **Partnerships** of *any* type, including *Limited Partnerships* must list **ONLY** the following:
  - Each Partner with an interest of 10% or more
  - All General Partners regardless of percentage owned

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, all required titles, phone number, percentage of shares owned (if applicable) and a full mailing address for each official of your entity whose information we require. **If more space is needed: attach additional completed copies of this page. Additional information not on this page will be rejected.**

Name of Official:	Melvyn Strydom			
Title(s):	President/Secretary	Phone:	235-5101	% Owned: 100
Mailing Address:	61447 E. Skyline Drive			
City:	Homer	State:	AK	ZIP: 991603

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:

Name of Official:				
Title(s):		Phone:		% Owned:
Mailing Address:				
City:		State:		ZIP:



# Form AB-17: 2021/2022 License Renewal Application

## Section 4 – Sole Proprietor Ownership Information

**Corporations, LLC's and Partnerships of ALL kinds should skip this section.**

**READ BEFORE PROCEEDING:** Any new or changes to the ownership of the business license must be reported to the ABC Board within 10 days of the change and must be accompanied by a full set of fingerprints on FBI approved cardstock, AB-08a's, payment of \$48.25 for each new owner or officer and a date stamped copy of the CBPL change per AS 04.11.045, or a Notice of Violation will be issued to your establishment and your application will be returned.

**Important Note:** All entries below must match our records, or your application will be returned per AS 04.11.270, 3 AAC 304.105. You must list full legal names, phone number, and mailing address for each owner or partner whose information we require.

If more space is needed, attach additional copies of this page. Additional owners not listed on this page will be rejected.

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate
Name:		
Contact Phone:		
Mailing Address:		
City:	State:	ZIP:
Email:		

This individual is an:	<input type="checkbox"/> Applicant	<input type="checkbox"/> Affiliate
Name:		
Contact Phone:		
Mailing Address:		
City:	State:	ZIP:
Email:		

## Section 5 – License Operation

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

- |   | 2019                                | 2020                                |
|---|-------------------------------------|-------------------------------------|
| 1. The license was regularly operated continuously throughout each year. (Year-round)   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 6 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR 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 2019 or 2020?

Yes  No

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

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



# Form AB-17: 2021/2022 License Renewal Application

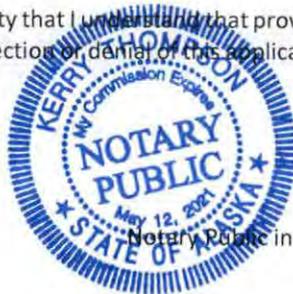
## Section 7 – Certifications

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 and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- **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 certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

I certify on behalf of myself or of the organized entity 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.

Melvin Strydom  
 Signature of licensee  
Melvin Strydom  
 Printed name of licensee



[Signature]  
 Signature of Notary Public  
 Notary Public in and for the State of: Alaska

My commission expires: 5/12/2021

Subscribed and sworn to before me this 15<sup>th</sup> day of October, 2020.

- Restaurant/Eating Place** applications must include a completed AB-33: Restaurant Receipts Affidavit
- Recreational Site** applications must include a completed Recreational Site Statement
- Tourism** applications must include a completed Tourism Statement
- Wholesale** applications must include a completed AB-25: Supplier Certification

All renewal and supplemental forms are available online

**Any application that is not complete or does not include ALL required completed forms and fees will not be processed and will be returned per AS 04.11.270, 3 AAC 304.105.**

### FOR OFFICE USE ONLY

License Fee:	\$ <u>750.00</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
<b>Total Fees Due:</b>					\$ <u>1,050.00</u>

Department of Commerce, Community, and Economic Development  
**CORPORATIONS, BUSINESS & PROFESSIONAL  
 LICENSING**

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	MSA, INC.

**Entity Type:** Business Corporation

**Entity #:** 87422D

**Status:** Good Standing

**AK Formed Date:** 6/22/2004

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022

**Entity Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Entity Physical Address:** 61477 SKYLINE DR., 369 E. PIONEER AVE., C/O THE GROG SHOP,  
HOMER, AK 99603

### Registered Agent

**Agent Name:** Melvyn Strydom

**Registered Mailing Address:** 369 E PIONEER AVE, HOMER, AK 99603

**Registered Physical Address:** 369 E PIONEER AVE, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	MELVYN STRYDOM	Director, President, Shareholder, Treasurer, Secretary	100.00

## Filed Documents

Date Filed	Type	Filing	Certificate
6/22/2004	Creation Filing	<a href="#">Click to View</a>	
11/10/2006	Biennial Report	<a href="#">Click to View</a>	
3/15/2009	Biennial Report	<a href="#">Click to View</a>	
1/04/2010	Biennial Report	<a href="#">Click to View</a>	
12/26/2011	Biennial Report	<a href="#">Click to View</a>	
10/04/2013	Biennial Report	<a href="#">Click to View</a>	
6/29/2015	Change of Officials	<a href="#">Click to View</a>	
11/28/2015	Biennial Report	<a href="#">Click to View</a>	
10/08/2017	Biennial Report	<a href="#">Click to View</a>	
12/19/2017	Change of Officials	<a href="#">Click to View</a>	
10/04/2019	Biennial Report	<a href="#">Click to View</a>	

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**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

**PATEL'S #2**

369 E PIONEER AVE, HOMER, AK 99603-7622

owned by

MSA, INC.

is licensed by the department to conduct business for the period

October 8, 2020 to December 31, 2022  
for the following line(s) of business:

42 - Trade



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**  
GOVERNOR MIKE DUNLEAVY

**Department of Commerce,  
Community,  
and Economic Development**

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West Seventh Avenue, Suite 1600  
Anchorage, AK 99501  
Main: 907.269.0350

October 20, 2020

Owner: MSA, Inc.

DBA: The Grog Shop, Homer Liquor & Wine Company, Patel's, Patel's #2, Rum Locker

Via Email: [alaskamsa@gmail.com](mailto:alaskamsa@gmail.com)

Re: Liquor License # 479, 2531, 3176, 3472, 4432

Dear Applicant:

I have received your application for renewal of your liquor license. Our staff has reviewed your application after receiving your application and required fees. Your renewal documents appear to be in order, and I have determined that your application is complete for purposes of AS 04.11.510, and AS 04.11.520.

Your application is now considered complete and will be sent electronically to your local governing body, your community council if your proposed premises is in Anchorage or certain locations in the Matanuska-Susitna Borough, and to any non-profit agencies who have requested notification of applications. The local governing body will have 60 days to protest the renewal of your license or waive protest.

Your application will be scheduled for the **January 2021** board meeting for Alcoholic Beverage Control Board consideration.

The Zoom link and call-in number for the meeting will be posted on our home page. The board will not grant or deny your application at the meeting unless your local government waives its right to protest per AS 04.11.480(a).

Please feel free to contact us via email at [alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov) if you have any questions.

Sincerely,

A handwritten signature in purple ink that reads "Randi Baker".

Randi Baker  
Occupational Licensing Examiner



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

TO: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: NOVEMBER 9, 2020

SUBJECT: LIQUOR LICENSE RENEWAL APPLICATION FOR LA BALEINE CAFE

---

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

License Type: Restaurant/Eating Place – Public Convenience Seasonal  
License #: 5368  
DBA Name: La Baleine Cafe  
Service Location: 4460 Homer Spit Road  
Homer, AK 99603  
Licensee: Within the Wild Adventure Company  
Contact Person: Carl L. Dixon

This matter is scheduled for the November 23, 2020 City Council Regular Meeting. Please respond in a memorandum to the City Clerk's Office with objections/non-objections to these liquor license renewals no later than the afternoon on **Tuesday, November 17, 2020**.

Thank you for your assistance.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Police Department

4060 Heath Street  
Homer, Alaska 99603

[police@cityofhomer-ak.gov](mailto:police@cityofhomer-ak.gov)

(p) 907-235-3150

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

## Memorandum

TO: RENEK KRAUSE, MMC, DEPUTY CITY CLERK

FROM: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

DATE: NOVEMBER 13, 2020

SUBJECT: LIQUOR LICENSE RENEWAL FOR LA BALEINE CAFÉ – No Objection

---

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

License Type: Restaurant/Eating Place – Public Convenience Seasonal  
License #: 5368  
DBA Name: La Baleine Cafe  
Service Location: 4460 Homer Spit Road  
Homer, AK 99603  
Licensee: Within the Wild Adventure Company  
Contact Person: Carl L. Dixon



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

TO: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: NOVEMBER 13, 2020

SUBJECT: LIQUOR LICENSE RENEWAL APPLICATIONS FOR THE GROG SHOP, HOMER LIQUOR & WINE COMPANY, PATEL'S, RUM LOCKER, PATEL'S #2

---

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 Type: Package Store

License #: 479  
DBA Name: The Grog Shop  
Service Location: 369 E Pioneer Ave  
Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydom/Heidi Stage

License Type: Package Store – Seasonal  
License # 2531  
DBA Name: Homer Liquor & Wine Company  
Service Location: 4474 Homer Spit Rd  
Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydom/Heidi Stage

License Type: Package Store – Seasonal

License #: 3176  
DBA Name: Patel's  
Service Location: 4470 Homer Spit Rd  
Homer, AK 99603  
Licensee: MSA, Inc.  
Contact Person: Melvyn Strydom/Heidi Stage

License Type: Package Store

License #: 4432  
DBA Name: Rum Locker  
Service Location: 276 Olsen Lane, Suite 3  
Homer, AK 99603  
Licensee: MSA, Inc.  
Contact person: Melvyn Strydom/Heidi Stage

License Type: Package Store – Seasonal

License #: 3472  
DBA Name: Patel's #2

Service Location: 4287 Homer Spit Road #1  
Homer, AK 99603  
Licensee: MSA, Inc.  
Contact person: Melvyn Strydom/Heidi Stage

This matter is scheduled for the November 23, 2020 City Council Regular Meeting. Please respond in a memorandum to the City Clerk's Office with objections/non-objections to these liquor license renewals no later than the afternoon on **Tuesday, November 17, 2020**.

Thank you for your assistance.

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-89**

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 3.05 Budget; Section 3.01.010 Fiscal Year, Section 3.05.050, Budget Assumptions and Section 3.05.010 Budget Submission-Content, Regarding a Fiscal Year Budget Schedule.

Sponsor: Smith

1. City Council Regular Meeting November 23, 2020 Introduction
  - a. Memorandum 20-192 from Finance Director as backup



43 The City Manager’s budget message shall explain the budget in fiscal terms and in terms  
44 of work programs. It shall contain an outline of the proposed financial policies of the  
45 City for the ensuing two fiscal years, describe the important features of the budget,  
46 indicate any major changes from the prior budget period and from current financial  
47 policies, expenditures, and revenues, together with the reasons for such changes,  
48 summarize the City’s debt position and include other material as deemed desirable.

49  
50 3.05.012 Complete financial plan.

51 a. The budget shall provide a complete financial plan of all City funds and activities for  
52 the next two fiscal years. In organizing the budget, the City Manager shall utilize the  
53 most feasible combination of expenditure classification by fund, organizational unit,  
54 program, purpose or activity and objective.

55  
56 b. The budget shall begin with a clear general summary of its contents, which summary  
57 shall show principal sources of anticipated revenue, stating separately the amount to  
58 be raised by property taxes, and by department the kinds of expenditures in such a  
59 manner as to present to the public a clear and simple estimate of budget detail.

60  
61 c. The budget shall show in detail all estimated income, including the proposed  
62 property tax levy, but shall exclude State revenue sharing, which will be appropriated  
63 when received. The budget also shall show in detail all proposed expenditures,  
64 including debt service, for the ensuing budget period.

65  
66 d. The budget shall be prepared on a modified accrual basis and subsequent reporting  
67 shall recognize revenues when they become available and measurable and recognize  
68 expenditures when liabilities are incurred.

69  
70 e. The budget shall include in separate sections:

71 1. Proposed expenditures for current fund operation during the ensuing budget period  
72 detailed by offices, departments and agencies in terms of their respective work  
73 programs, and the method of financing such expenditures;

74 2. Anticipated net surplus or deficit (fund balance) for the ensuing budget period of each  
75 fund owned or operated by the City and the proposed method of its disposition;  
76 subsidiary budgets for each such fund, giving detailed income and expenditures  
77 information, shall be presented in the budget;

78 3. Proposed capital budget will be presented as a separate section of the biennial  
79 budget. The capital budget shall show capital expenditures during the ensuing budget  
80 period, detailed by offices, departments and agencies, when practicable, and the  
81 proposed method of financing each such capital expenditure.

82  
83 f. Comparative data for the previous and ensuing budget periods shall be provided in a  
84 format for ease of comparison of previous proposed revenues and expenditures.

85  
86 3.05.015 Review – Hearing – Adoption – Appropriations.  
87 a. At a Council meeting held not less than 10 days prior to the end of the current budget  
88 period, the Council shall, by ordinance, appropriate the money needed for the ensuing  
89 budget period.

90  
91 b. The budget proposal of the City Manager shall be reviewed by the Council and shall  
92 be available for public inspection in the office of the City Clerk and posted on the City’s  
93 website.

94  
95 c. A public hearing on the appropriation ordinance shall be held in accordance with  
96 provisions for adoption of an ordinance. All interested parties shall be given an  
97 opportunity to be heard on matters relative to the budget.

98  
99 d. A separate appropriation shall be made to each of the various funds of the City. From  
100 the effective date of the budget, the amounts stated therein as expenditures shall be  
101 and become appropriated to the objects and purposes therein named. The City Council  
102 may make supplemental and emergency appropriations, but payment may not be  
103 authorized or made and an obligation may not be incurred except in accordance with  
104 approved appropriations.

105  
106 e. The City Council shall provide for a midbiennium review, and any modification shall  
107 occur no sooner than eight months after the start, but no later than the conclusion, of  
108 the first year of the biennium. The City Manager shall prepare a proposed budget  
109 modification and the City shall provide for publication of notice of hearings consistent  
110 with publication of notices for adoption of other City ordinances. Such proposal shall  
111 be submitted to the City Council and shall be a public record and be available to the  
112 public. A public hearing shall be advertised at least once and shall be held no later than  
113 the first regular Council meeting in December and may be considered from time to time.  
114 At such a hearing or thereafter, the Council may consider a proposed ordinance to carry  
115 out such modifications.

116  
117 3.05.017 Minimum annual transfer for Homer Accelerated Roads and Trails capital  
118 accounts.

119 The annual budget will transfer a minimum of \$550,000 of the three-quarters percent  
120 dedicated sales tax levied for Homer Accelerated Roads and Trails exclusively for the  
121 purpose of funding street reconstruction improvements and related utilities,  
122 construction of new local roads, and construction of new local trails.

123  
124 3.05.020 Amendments.

125 The Council may, by ordinance, increase or decrease appropriations during the course  
126 of the budget period, and may also amend the budget using the same method used for  
127 its initial adoption.

128  
129 3.05.025 System of accounts.  
130 All City accounts shall be organized in a manner consistent with the approved budget.  
131 The City Council may supplement or further delineate designations.

132  
133 3.05.030 Unencumbered balances of appropriations – Transfers.  
134 a. The necessary accounting records shall be maintained to reflect the unencumbered  
135 balances of all appropriations. The Finance Director/Treasurer shall submit to the City  
136 Council a quarterly report reflecting operating activity and anticipated expenditures.

137  
138 b. Unencumbered appropriation balances may be transferred from one budget line  
139 item to another within the same department by the City Manager at any time. Transfer  
140 of appropriations within departments which would permanently amend the approved  
141 staffing level or level of service delivery shall require Council approval.

142  
143 c. At the request of the City Manager, or on its own initiative, the Council may, by  
144 resolution, transfer unencumbered appropriation balances from one department to  
145 another within the same fund. [Ord. 19-35(S)(A) § 1, 2019; Ord. 93-14 § 2, 1993].

146  
147 3.05.035 Lapse of appropriation at end of fiscal year.  
148 a. Except as provided in this section and in HCC 3.05.047 through 3.05.049,  
149 appropriations shall lapse at the end of the fiscal year to the extent that they have not  
150 been fully expended or fully encumbered. Any earnings from investment of monies  
151 accumulated in a fund shall accrue to the fund.

152  
153 b. An appropriation for a capital expenditure shall continue in force until the purpose  
154 for which it is made has been accomplished or abandoned; the purpose of such  
155 appropriation shall be deemed abandoned if three years pass without disbursement or  
156 encumbrance of the appropriation.

157  
158 3.05.040 Equipment replacement reserve fund. *Repealed by Ord. 19-35(S)(A).*

159  
160 3.05.042 Alternative funding for depreciation. *Repealed by Ord. 19-35(S)(A).*

161  
162 3.05.043 Health insurance reserve fund. *Repealed by Ord. 19-35(S)(A).*

163  
164 3.05.045 Balanced budget requirements.  
165 Projected expenditures shall not exceed projected revenues in the operating budget.

166 Any action to reconsider, rescind, or veto the budget which would affect a balanced  
167 budget must be accompanied by action which maintains a balanced budget.

168  
169 3.05.047 Capital asset repair and maintenance allowance fund.  
170 a. There is established in the general fund a capital asset repair and maintenance  
171 allowance fund (CARMA). The amount of the fund shall be established by City Council  
172 in the biennial budget based on the projected maintenance and repair needs of the City.

173  
174 b. Purpose. Capital asset management is essential to extending the life and use of  
175 taxpayer funded assets, facilities and infrastructure.

176  
177 c. Funds in the capital asset repair and maintenance allowance fund shall be available  
178 for appropriation and expenditure for equipment replacement, fleet replacement,  
179 engineering, or planning services, major maintenance of City facilities, or any other  
180 purpose as identified and recommended by the City Manager and authorized by the  
181 City Council.

182  
183 3.05.048 Capital improvement fund.  
184 There is established a capital improvement fund (CIF). The fund shall be comprised of  
185 various Council appropriations for capital projects, acquisitions or initiatives as  
186 identified and authorized by the City Council which shall not be limited to only the  
187 current budget period.

188  
189 3.05.049 General fund – Fund balance.  
190 a. Purpose – General Fund. The fund balance of the general fund represents the net  
191 assets of the general fund and serves as a measure of financial resources.

192  
193 b. There is established within the fund balance of the general fund an amount equal to  
194 four months; revenue for the current fiscal year that is restricted to emergency use only.  
195 Emergency restricted fund balance shall only be spent to help the City of Homer provide  
196 quick response to weather, economic uncertainty and unexpected situations such as  
197 natural disasters so as to avoid the need for short-term borrowing.

198  
199 c. Unassigned fund balance shall be available for appropriation by City Council.

200  
201 d. Any general fund budget surplus at the end of a fiscal year will lapse into the general  
202 fund – fund balance.

203  
204 3.05.050 Priority of funding.  
205 Within the general fund during the biennial budget process available revenue will be  
206 budgeted in the following priority order in order to meet the financial obligations of the  
207 City of Homer:

- 208 a. Operating budget.
- 209
- 210 b. General fund – fund balance restricted.
- 211
- 212 c. Capital asset repair and maintenance allowance fund.
- 213
- 214 d. General fund – fund balance unrestricted.
- 215

216 Section 3. This ordinance is of a permanent and general character and shall be  
217 included in Homer City Code.

218  
219 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of \_\_\_\_\_, 2020.

220  
221  
222 CITY OF HOMER

223  
224 \_\_\_\_\_  
225 KEN CASTNER, MAYOR

226  
227 ATTEST:

228  
229 \_\_\_\_\_  
230 MELISSA JACOBSEN, MMC, CITY CLERK

231  
232 Introduction:  
233 Public Hearing:  
234 Second Reading:  
235 Effective Date:

236  
237 YES:  
238 NO:  
239 ABSENT:  
240 ABSTAIN:

241  
242 Reviewed and approved as to form:

243  
244 \_\_\_\_\_  
245 Robert Dumouchel, City Manager

243  
244 \_\_\_\_\_  
245 Michael Gatti, Attorney

246  
247 Date: \_\_\_\_\_

246  
247 Date: \_\_\_\_\_



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Finance Department

491 East Pioneer Avenue  
Homer, Alaska 99603

[finance@cityofhomer-ak.gov](mailto:finance@cityofhomer-ak.gov)

(p) 907-235-8121

(f) 907-235-3140

## Memorandum 20-192

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Elizabeth Walton, Finance Director  
DATE: November 18, 2020  
SUBJECT: Update on Fiscal Year Change

---

The purpose of this memo is to provide Council with an update on the process of switching our fiscal years.

### **Status Update**

The Finance Department is continuing to explore options for hired assistance to help the City navigate the conversion. Our accounting software platform, Caselle, is able to significantly assist us through the conversion and the estimated cost came in at \$9,100. An ordinance will come at a later date asking for that appropriation.

The other potential option that the Finance department could benefit from would be significant increases in audit preparation assistance, as the City will have to work through two audits practically simultaneously. These costs could be experienced during FY21, but the likelihood is higher that FY22 will bear the brunt of these expenses.

### **Proposed Action Plan**

Included as an attachment to this memo is a proposed action plan for the conversion of fiscal years. Before Council at the 11/23 meeting will be two pieces of legislation associated with the fiscal year conversion. There is a Resolution that defines that are FY21 will be truncated and will only cover January 1 – June 30, 2021. Fiscal Year 2022 will begin on July 1, 2021. There is an Ordinance that amends existing budget code to reflect the change in fiscal year.

The next heavy lift is presenting Council with an Ordinance illustrating an amended FY21. Staff has been diligently working on amending the FY21 budget to ensure the expenditures and revenues represent the period of January 1 through June 30, 2021. The proposed action plan has Administration presenting Council with an Amended FY21 budget at the 12/14 meeting. The public hearing and second reading will occur on the first City Council meeting in January. Departments have been advised to minimize spending in FY21 until the amended budget has been adopted by City Council.

Following the passage of the Resolution and Budget Ordinance, the City will quickly transition into working on the budget for FY22/23. The schedule for this process will be presented to council at the first City Council meeting in February. Administration is planning to present Council with a draft budget at the first meeting in May and the budget ordinance will follow at the second meeting in the same month. Council will have to adopt the FY22/23 budget by the end of June.

### **Future Budget Implications**

There will be minimal audit costs incurred in FY21, as most of the audit work for our current fiscal year (FY20) will be done by Finance staff. The amended budget for FY21 will include a budget for audit costs, as there might be a need to get outside assistance on audit work related to CARES funding.

Council will most likely be presented with a FY22 budget that accounts for two audits, as the bulk of the work for FY20 and FY21 will occur during this fiscal year. FY23 and beyond will, in theory, account for only one audit.

## City of Homer

### Proposed Fiscal Year Change Action Plan - 6 month FY21

Dates	Event
10/26/2020	Adopt Resolution regarding fiscal year change
11/23/2020	Introduce Ordinance to update budget code; Adopt Resolution to define FY21 period
12/14/2020	Introduce Ordinance to amend FY21 budget
	Adopt Ordinance to update budget code
1/1/2021	Modify accounting systems
	Initiate audit for FY20 (Jan 1 - Dec 31, 2020)
	Initiate fiscal year 2022/23 budget process
1st Jan meeting	Adopt Ordinance for Amended FY21 budget
1st Feb meeting	FY22/23 Budget Development Schedule presented to Council
2nd May meeting	Introduce FY22/23 budget ordinance
2nd June meeting	Adopt FY22/23 budget ordinance
7/1/2021	Initiate audit for FY21 (Jan 1 - June 30, 2021)
	Implement new fiscal year budget
9/30/2021	Deadline for FY20 audit - assuming Federal Single Audit deadline remains unchanged
3/30/2022	Deadline for FY21 audit - assuming Federal Single Audit requirement

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-90**

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating a Donation from Friends of Woodard Creek in Karen Hornaday Park in the Amount of \$7,025 for Woodard Creek Nature Trail Maintenance and Improvements in Karen Hornaday Park.

Sponsor: City Manager

1. City Council Regular Meeting November 23, 2020 Introduction

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

3 City Manager

4 **ORDINANCE 20-90**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 ACCEPTING AND APPROPRIATING A DONATION FROM FRIENDS  
8 OF WOODARD CREEK IN KAREN HORNADAY PARK IN THE AMOUNT  
9 OF \$7,025 FOR WOODARD CREEK NATURE TRAIL MAINTENANCE  
10 AND IMPROVEMENTS IN KAREN HORNADAY PARK.

11  
12 WHEREAS, The Friends of Woodard Creek in Karen Hornaday Park formed to improve  
13 public awareness, access and engagement with Woodard Creek to promote the health and  
14 safety of the Woodard Creek watershed as a community asset; and

15  
16 WHEREAS, In an effort to improve public engagement with Woodard Creek, Friends of  
17 Woodard Creek in Karen Hornaday Park helped map a trail plan for Karen Hornaday Park along  
18 Woodard Creek in July 2016; and

19  
20 WHEREAS, Friends of Woodard Creek in Karen Hornaday Park collected monetary  
21 donations for the purpose of improving access and engagement with Woodard Creek; and

22  
23 WHEREAS, In 2017 the Woodard Creek Nature Trail was constructed utilizing over 378  
24 hour of volunteer labor and funds from the Homer Accelerated Road and Trail Program; and

25  
26 WHEREAS, It is the City of Homer's responsibility to maintain the Woodard Creek Nature  
27 Trail; and

28  
29 WHEREAS, Friends of Woodard Creek in Karen Hornaday Park has offered to donate  
30 their monetary donations of \$7,025 to the City of Homer for Woodard Creek Nature Trail  
31 maintenance and improvements; and

32  
33 WHEREAS, The Pratt Museum, as a fiscal agent for the Friends of Woodard Creek in  
34 Karen Hornaday Park, holds the \$7,025.

35  
36 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

37  
38 Section 1. The Homer City Council hereby accepts and appropriates a donation from  
39 Friends of Woodard Creek in Karen Hornaday Park through their fiscal agent, the Pratt  
40 Museum, in the amount of \$7,025 in a dedicated fund to be used for maintenance and  
41 improvements to the Woodard Creek Nature Trail.

43 Revenue:

44 <u>Account No.</u>	<u>Description</u>	<u>Amount</u>
45	Donation – Friends of Woodard Creek	\$7,025

46

47 Expenditure:

48 <u>Account No.</u>	<u>Description</u>	<u>Amount</u>
49	Woodard Creek Nature Trail Maintenance	\$7,025
50	And Improvements	

51

52 Section 2. This is a budget amendment ordinance, is temporary in nature, and shall

53 not be codified.

54

55 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 14th day of December, 2020.

56

57

58 CITY OF HOMER

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61 \_\_\_\_\_

62 KEN CASTNER, MAYOR

63 ATTEST:

64

65 \_\_\_\_\_

66 MELISSA JACOBSEN, MMC, CITY CLERK

67

68 Introduction:

69 Public Hearing:

70 Second Reading:

71 Effective Date:

72

73 Ayes:

74 Noes:

75 Abstain:

76 Absent:

77

78 Reviewed and approved as to form:

79

80 \_\_\_\_\_

81 Rob Dumouchel, City Manager

80 \_\_\_\_\_

81 Michael Gatti, Attorney

82

83 Date: \_\_\_\_\_

82

83 Date: \_\_\_\_\_

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-91**

An Ordinance of the City Council of Homer, Alaska Amending the 2020 Operating Budget and Authorizing the Expenditure of \$42,000 for the Purpose of Contracting with a Lobbyist for the City of Homer.

Sponsor: Smith

1. City Council Regular Meeting November 23, 2020 Introduction

**CITY OF HOMER  
HOMER, ALASKA**

Smith

**ORDINANCE 20-91**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING THE 2020 OPERATING BUDGET AND AUTHORIZING  
THE EXPENDITURE OF \$42,000 FOR THE PURPOSE OF  
CONTRACTING WITH A LOBBYIST FOR THE CITY OF HOMER.

WHEREAS, Approved a Request for Proposals for Lobbyist Services by Resolution 20-033 and that the cost would be split equally between the general fund and enterprise fund; and

WHEREAS, An RFP process for lobbying services was conducted in accordance with the City of Homer Procurement Policy; and

WHEREAS, The Lobbyist RFP Committee reviewed the proposals and has recommended a contract in the amount of \$42,000 with J& H Consulting of Juneau, Alaska.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2020 Operating Budget by appropriating \$42,000 as follows:

Transfer From:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0375	General Fund CARMA	\$21,000
456-0380	Port and Harbor Reserves	\$21,000

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
100-0100-5248	Mayor/Council Lobbying	\$21,000
400-0600-5248	Harbor Administration Lobbying	\$21,000

Section 2. This is a budget amendment ordinance only, is not permanent in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_<sup>th</sup> day of \_\_\_, 2020.

CITY OF HOMER

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\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

Reviewed and approved as to form:

\_\_\_\_\_  
Rob Dumouchel, City Manager

\_\_\_\_\_  
Michel Gatti, City Attorney

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF HOMER  
HOMER, ALASKA**

Smith

**RESOLUTION 20-119**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
ACKNOWLEDGING THE 2021 BUDGET WILL BE TRUNCATED TO  
JANUARY 1 TO JUNE 30, 2021 TO ACCOMMODATE THE  
TRANSITION FROM A CALENDAR YEAR BUDGET TO A FISCAL YEAR  
BUDGET.

WHEREAS, Council passed Resolution 20-112 stating that the City will have a fiscal year commencing July 1 through June 30 of the succeeding year;

WHEREAS, Resolution 20-112 also states that this fiscal year change is effective July 1, 2021;

WHEREAS, FY21 is the transition year and therefore needs to be truncated to cover the period of time in between.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby acknowledges that the fiscal year 2021 will be shortened to cover the period of January 1 through June 30, 2021.

PASSED AND ADOPTED by the Homer City Council this \_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

**CITY OF HOMER  
HOMER, ALASKA**

Smith/Aderhold

**RESOLUTION 20-120**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A LOBBYIST CONTRACT WITH J & H CONSULTING, LLC OF JUNEAU, ALASKA, FOR A TERM OF ONE YEAR COMMENCING ON DECEMBER 15, 2020 AND ENDING DECEMBER 15, 2021, IN THE AMOUNT OF \$42,000 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Request for Proposals was advertised in the Homer News October 22 and 29, 2020 and sent to two plans rooms in the state, and posted on the city website; and

WHEREAS, Proposals were due by 4:30 p.m. on Friday, November 6, 2020 and four proposals were received by the City Clerk's Office; and

WHEREAS, A committee reviewed proposals on November 13, 2020, selecting the firm of J & H Consulting LLC, of Juneau, Alaska, as the most responsive fitting the requirements of the City; and

WHEREAS, This award is not final until notice is received by J & H Consulting, LLC of Juneau, Alaska, from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the contract for Lobbyist for the City of Homer to the firm of J & H Consulting, LLC of Juneau, Alaska, for a term of one year commencing on December 15, 2020 and ending on December 15, 2021 in the amount of \$42,000 and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 23rd day of November, 2020.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

43 ATTEST:

44

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47 \_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

48

49 Fiscal Note: \$21,000 – Mayor/Council Lobbying Account 100-0100-5248; \$21,000 - Port

50 Administration Lobbying Account 400-0600-5248



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 20-193

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, MMC, CITY CLERK  
DATE: NOVEMBER 18, 2020  
SUBJECT: AWARD OF CONTRACT FOR LOBBYIST

---

The request for proposals for Lobbyist Services was issued July 17, 2020. One proposal was received and the Lobbyist RFP Review Committee recommended re-advertising as an effort to garner more submittals. The RFP was issued a second time October 14, 2020 and four proposals were received.

Proposals were submitted by Blumer & Associates of Anchorage, Alaska, J&H Consulting, LLC of Juneau Alaska, RiverRock Alaska of Juneau, Alaska, and Jordan Marshall Alaska, LLC of Anchorage, Alaska.

Submittals were evaluated and scored by a review committee that consisted of Councilmembers Smith and Aderhold, and Port Director/Harbormaster Hawkins in accordance with the following criteria:

- Completeness of proposal (as per Proposal Format and Guidelines) – 5 points
- Respondent's experience (past performance, work products, timeliness, cost control) – 20 points
- References – 5 points
- Fee schedule/budget proposal – 5 points
- Strategy for accomplishing goals and priorities for the City – 30 points
- Strategy for accomplishing goals and priorities for the City specific to the New Large Vessel Moorage Facility project – 35 points

The selection committee reviewed and discussed the evaluation criteria, and J&H Consulting, LLC was selected by the review committee as the best qualified to assist the City in furthering its legislative agenda and securing state funding. The City's legislative agenda will include, but is not limited to: 1) New Large Vessel Moorage Facility; 2) state funding for capital projects identified as priorities by the Homer City Council; and 3) other legislative priorities identified by Council.

RECOMMENDATION: Adopt Resolution 20-120 awarding the contract for Lobbying Services for the City of Homer to J&H Consulting LLC of Juneau, Alaska.

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

3 City Manager

4 **RESOLUTION 20-121**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 APPROVING AMENDMENT TWO TO THE EMERGENCY  
8 MANAGEMENT COMMUNICATIONS SERVICES AND RELATED  
9 MATTERS CONTRACT BETWEEN THE CITY OF HOMER AND KENAI  
10 PENINSULA BOROUGH.

11  
12 WHEREAS, The City and the Kenai Peninsula Borough have entered into a contract  
13 entitled "Emergency Management Communication Services and Related Matters" which  
14 became effective on May 23, 2007; and

15  
16 WHEREAS, Under this contract the City agrees to provide E-911 call taking services on  
17 behalf of the Borough in Emergency Service Zones (ESZs) with the City boundaries and if  
18 needed, both call taking and dispatch services in certain other ESZs outside of City boundaries  
19 including Kachemak City, Kachemak Emergency Services Area, Anchor Point, Seldovia, Port  
20 Graham, Nanwalek, and other remote locations; and

21  
22 WHEREAS, Amendment One to the Emergency Management Communication Services  
23 and Related Matters was approved by Resolution 09-72 on June 22, 2009; and

24  
25 WHEREAS, Amendment Two is regarding Item B under Section 5. Emergency  
26 Communication Service Costs and addresses City's responsibility for one of three 911  
27 workstations.

28  
29 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
30 approves the attached Amendment Two to the Emergency Management Communication  
31 Services and Related Matters contract between the City and Borough, a copy of which is  
32 attached and incorporated herein.

33  
34 PASSED AND ADOPTED by the Homer City Council on this 23<sup>rd</sup> day of November, 2020.

35  
36 CITY OF HOMER

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38 \_\_\_\_\_  
39 KEN CASTNER, MAYOR

40 ATTEST:

41  
42 \_\_\_\_\_  
43 MELISSA JACOBSEN, MMC, CITY CLERK

44 Fiscal Note: N/A

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 09-72**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING AMENDMENTS TO THE EMERGENCY MANAGEMENT COMMUNICATIONS SERVICES AND RELATED MATTERS CONTRACT BETWEEN THE CITY OF HOMER AND THE KENAI PENINSULA BOROUGH.

WHEREAS, The City and the Kenai Peninsula Borough have entered into a contract entitled " Emergency Management Communications Services and Related Matters" which became effective on May 23, 2007; and

WHEREAS, Under this contract, the City agrees to provide E-911 call taking services on behalf of the Borough in Emergency Service Zones (ESZs) within the City boundaries and if needed, both call taking and dispatch services in certain other ESZs outside of the City boundaries including Kachemak City, Kachemak Emergency Services Area, Anchor Point, Seldovia, Port Graham, Nanwalek, and other remote locations; and

WHEREAS, The City and the Borough, on behalf of the Kachemak Emergency Services Area, have entered into a contract entitled " Agreement Regarding the Provision of Fire and Emergency Medical Services" whereby the City provides fire and emergency medial services to the service area; and

WHEREAS, This contract will be terminated effective June 30, 2009 and the parties have been working on a transition plan; and

WHEREAS, The parties have agreed that it would be most cost effective for the City to continue to provide dispatch services to the Kachemak Emergency Services Area and the City has agreed to do so for \$35,000 per year; and

WHEREAS, The parties have agreed that the best way to formalize this agreement is to amend the existing Emergency Management Communications Services and Related Matters Contract between the City and the Borough.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby approves the attached amendments to the Emergency Management Communications Services and Related Matters contract between the City and the Borough, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council this 22<sup>nd</sup> day of June, 2009.



*[Signature]*  
JO JOHNSON, CMC, CITY CLERK

CITY OF HOMER

*[Signature]*  
JAMES C. HORNADAY, MAYOR

Fiscal Note: Revenue, \$35,000.

**AMENDMENT TO CONTRACT FOR EMERGENCY MANAGEMENT  
COMMUNICATIONS SERVICES AND RELATED MATTERS**

On the 23rd day of May, 2007, the Kenai Peninsula Borough, 144 N. Binkley St., Soldotna, Alaska 99669, and the City of Homer, 491 E. Pioneer Avenue, Homer, Alaska 99603, entered into a Contract For Emergency Management Communications Services And Related Matters.

**WHEREAS**, as required by AS 29.35.131(j) the State of Alaska Department of Public Safety approved this agreement on May 17, 2007; and

**WHEREAS**, the contract clarified roles and responsibilities and payments between the Kenai Peninsula Borough and the City of Homer related to emergency management communications services; and

**WHEREAS**, since its inception the Kachemak Emergency Service Area ("KESA") of the borough has been provided with call-taking and dispatching services by the City of Homer; and

**WHEREAS**, on or about July 1, 2009, the Kachemak Emergency Service Area of the borough plans to change the provision of dispatch and call-taking services from those described in the contract for emergency management communication services; and

**WHEREAS**, it is appropriate to amend the Contract For Emergency Management Communication Services And Related Matters to reflect the changed procedures and payment thereof;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

- 1. Amend the 7<sup>th</sup> whereas clause to read as follows:**

**WHEREAS**, on behalf of the Borough, the City has provided emergency call-taking services to the residents of the City, and both call-taking and dispatching services to area(s) outside of the City as an emergency backup for other Public Safety Answering Points ("PSAPs") as the need arises; and

- 2. Amend Section 4, paragraphs A and B as follows:**

**SECTION 4. E-911 Services**

**A.** The City hereby agrees to provide E-911 call-taking services on behalf of the Borough to the following Emergency Service Zones (ESZs) inside the city boundaries, and call-taking and dispatching services on behalf of the Borough in the following ESZs outside of the boundaries of the City:

1. ESZ within the boundaries of the City;
2. As needed, call-taking and dispatching services in the following ESZs outside the boundaries of the City: 203, Kachemak City; 401, Anchor Point; 826, Seldovia; 851, Port Graham; 852, Nanwalek; and 901, ESN Remote.
3. Dispatching services and as needed, backup call taking in ESZ 202, Kachemak Emergency Services Area.
4. Any other ESZ subsequently agreed to in writing by both parties or as otherwise verbally agreed upon by both parties in the event of an emergency.

B. E-911 services shall consist of providing access such that all telephones with telephone numbers in the above-mentioned ESZ(s), when dialed "9-1-1" may be either electronically or manually routed to the City of Homer PSAP, which shall then provide call-taking services as defined below for all calls, and dispatching services as defined below for the area outside of the City on behalf of the Borough except for E-911 services to Kachemak Emergency Service Area. Call-taking services shall be provided in accordance with the National Fire Protection Association Standard 1221 ("NFPA 1221"), or a mutually agreed upon local standard substantially meeting the criteria of NFPA 1221, and National Academy of Emergency Dispatch (NAED) protocol and procedures. It is specifically understood and agreed that at this time such protocols require, without limitation, the following procedures:

1. When 911 calls are received, they shall be recorded and tabulated to indicate the origin of the call.
2. Ninety-five percent of 911 calls shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds.
3. To the extent that emergency dispatching services are provided for the borough, ninety-five percent of emergency dispatching shall be completed within 60 seconds, except that for law enforcement purposes the authority having jurisdiction shall determine time frames for completion of dispatch.
4. If 911 calls are manually transferred to the PSAP, as may occur with wireless calls, the transfer procedure shall not exceed 30 seconds for 95 percent of all calls processed.

**3. Add a new paragraph D in Section 4 as follows:**

D. The City shall provide one dedicated telephone line and one dedicated consolette for Kachemak Emergency Service Area E-911 requirements beginning July 1, 2009 and ending on the date that Kachemak Emergency Service Area installs a consolette, which will be used by Homer Dispatch exclusively for KESA dispatching services. It is anticipated that this change will occur no later than October 31, 2009. When the change occurs call-taking will be performed by the Soldotna Dispatch Center.

**4. Amend Section 5, paragraph A as follows:**

SECTION 5. Emergency Communication Services Costs:

A. In addition to the amount paid to the City pursuant to Section 2 above, the Borough shall be responsible for the following 911 service related costs, subject to the appropriation and availability of funds:

- 911 telephone line charges for services performed pursuant to this contract.
- Repair costs for 911 equipment provided by the Borough pursuant to this contract.
- Hardware and software for two 911 workstations to the City and replacement of 911 equipment used pursuant to this contract as deemed necessary by the Borough and considering recommendations by the City.
- Emergency Medical Dispatch (EMD) card sets and software.
- ANI/ALI database maintenance.
- Maintenance agreements for Borough-provided 911 equipment. Maintenance contingencies shall make reasonable attempts to provide 100 percent operational status of the PSAP.
- Additional backup lines as may be required by NFPA 1221.
- An annual amount of \$35,000 for the dedicated console, consolette and phone line dedicated for the Kachemak Emergency Service Area, prorated for the number of weeks these are dedicated for those purposes.

This amendment is effective upon the date of last signature.

DATED: 6/23/09

DATED: \_\_\_\_\_

CITY OF HOMER

KENAI PENINSULA BOROUGH

Signature: *Walt Hilde*

Signature: \_\_\_\_\_

Title: CITY MANAGER

Title: \_\_\_\_\_

ATTEST:

*[Signature]*  
Homer City Clerk

\_\_\_\_\_  
Borough Clerk

THIS CONTRACT IS APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney for City of Homer

\_\_\_\_\_  
Borough Attorney

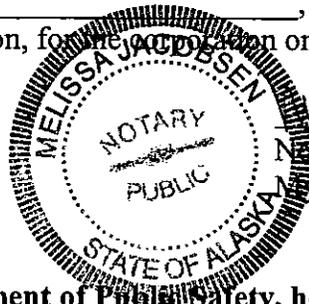
STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2009, by David R. Carey, Mayor of the Kenai Peninsula Borough, an Alaska municipal  
corporation, for the corporation on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of June  
2009, by Walt Wrede, the City Manager for the City of Homer,  
an Alaska municipal corporation, for the corporation on behalf of the corporation.



Melissa Jacobsen  
\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: 9/8/12

**The State of Alaska, Department of Public Safety, hereby approves and agrees with this Amendment.**

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

\_\_\_\_\_  
Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2009, by \_\_\_\_\_, the \_\_\_\_\_ for the State of  
Alaska Department of Public Safety, for and on behalf of the state.

\_\_\_\_\_

Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**CONTRACT FOR EMERGENCY MANAGEMENT COMMUNICATIONS SERVICES  
AND RELATED MATTERS**

This agreement, effective on the date of the last signature, is between the Kenai Peninsula Borough, an Alaska Municipal Corporation, 144 N. Binkley St, Soldotna, AK 99669, hereinafter referred to as "the Borough," and the City of Homer, an Alaska Municipal Corporation, 491 E. Pioneer Avenue, Homer, Alaska 99603, hereinafter referred to as the "City." In this contract, the Borough and City are jointly referred to as the "parties."

**WHEREAS**, pursuant to KPB Chapter 2.60 the mayor, through the Kenai Peninsula Borough Office of Emergency Management ("OEM"), has established an emergency communication system throughout the Borough, outside of the cities, to provide a 911 emergency communications system including both call-taking and dispatch services; and

**WHEREAS**, KPB 2.60.020 authorizes the Borough to provide 911 emergency communications services to the residents of any city that relinquishes its emergency communications powers to the Borough; and

**WHEREAS**, the cities of Kenai, Seward, Homer and Seldovia relinquished 911 call-taking powers to the Borough but retained the authority to dispatch emergency services within their boundaries; and

**WHEREAS**, in 2003 the OEM retained Gary E. Boyd and Associates, Inc., William L. Doolittle & Associates, Inc., and Keith White to prepare a Public Safety Communications Strategic Plan ("Strategic Plan") which was completed in February 2004 and adopted by the Borough Assembly March 16, 2004; and

**WHEREAS**, the Strategic Plan recommends in part that all contracts between the Borough and Cities be updated to clarify roles and responsibilities regarding emergency communications, to specify performance expectations, to establish payment to be provided, and other requirements; and

**WHEREAS**, pursuant to a contract entered in 1994, the Borough has provided to the City an E-911 emergency call-taking system, the City has provided E-911 call-taking services for the Borough using such equipment, and the Borough would now like to contract with the City to continue to provide certain E-911 services on behalf of the Borough; and

**WHEREAS**, on behalf of the Borough, the City is willing and able to provide emergency call-taking services to the residents of the City, and both call-taking and dispatching services to area(s) outside of the City as an emergency backup for other Public Safety Answering Points ("PSAPs") as the need arises; and

**WHEREAS**, quality control is an important element of insuring the continued proper delivery of emergency communication services for the public, and the ensuing costs, protocol and responsibilities should be provided for by contract; and

**WHEREAS**, the timely update and exchange of addressing information is an integral part of effective emergency communication and response services and should be provided for by contract; and

**WHEREAS**, the OEM is responsible for development of Borough and inter-jurisdictional disaster response and recovery plans, and for coordination of disaster management between the Borough, the State of Alaska, other municipalities, and response and recovery organizations, pursuant to KPB 2.45.010; and

**WHEREAS**, AS 29.35.131(j) requires that if a city in an E-911 service area established by a borough incurs certain costs related to E-911 system, then the borough may only use revenue from an E-911 surcharge if the borough and city have executed an agreement addressing the duties and responsibilities of each for the system and establishing priorities for the use of the surcharge revenue; and

**WHEREAS**, AS 29.35.131(j) also requires that if the Department of Public Safety provides services as a part of the E-911 system or uses the E-911 system in that E-911 service area, then the department must be a party to the agreement;

**NOW, THEREFORE, THE PARTIES DO HEREBY AGREE AS FOLLOWS:**

**SECTION 1. Compliance with the Strategic Plan.**

The parties do hereby agree to work cooperatively to implement the recommendations contained in the Strategic Plan subject to assembly and city council approval, and the appropriation and availability of funds. This contract addresses the roles and responsibilities of the Borough and the City regarding implementing some of those recommendations and E-911 services provided by the City on behalf of the Borough. It may be amended only in writing signed by both parties. The Borough and/or the City may ask the 911 Advisory Board to review proposed amendments to this agreement before it is terminated or substantially amended, with comments remaining advisory in nature, provided that the City and Borough may not participate in such review discussions except that both parties may respond to questions raised by the E-911 Advisory Board about the amendments.

**SECTION 2. Payment.**

The Borough will use revenue generated by E-911 surcharges to offset expenses for technology upgrades, maintenance and operation, and recurrent costs of the E-911 system. Such upgrades in technology and recurrent costs are considered mutually beneficial to the PSAPs operated by the Borough, the City of Kenai, the City of Homer and the City of Seward, with priority based upon need as determined by the Borough after consulting with the Cities, and include the following:

A. Recurring expenses for the local telephone carrier supporting the E-911 infrastructure which includes a per subscriber unit per month charge.

B. Initial and recurrent costs to upgrade technology and related recurring costs to maintain area-wide E-911 infrastructure include:

- Automatic Number Identification/Automatic Location Identification (“ANI/ALP”) Database servers and database maintenance.
- Communication servers and maintenance for related equipment belonging to the Borough.
- Local exchange telephone company charges related to E-911.
- Telephone equipment and maintenance for related equipment belonging to the Borough.
- E-911 system computer hardware and maintenance for related equipment belonging to the Borough.
- Application software and maintenance for related equipment belonging to the Borough.
- Related equipment and maintenance for related equipment belonging to the Borough.
- Technical support.
- Recorder systems support and maintenance for related equipment belonging to the Borough.
- TDD equipment, support and maintenance.
- GIS Data preparation, updates, support and maintenance for related equipment belonging to the Borough.

The Borough agrees to pay the City the amount of \$48,000 per year for 911-related call taking, dispatching if applicable, and Street Address Guide (“SAG”) services provided by the City pursuant to this contract. This annual payment amount shall be increased each year by \$480, which is equal to one percent of the original amount, to a maximum total payment of \$52,800, which is equal to ten percent of the original amount, subject to the annual appropriation and availability of funds. Payment shall be due and payable annually, in advance, on or before the 1st day of July.

### SECTION 3. Term:

This agreement shall take effect immediately upon approval and signature by both the City and the Borough and shall continue in effect until terminated by either of the parties as provided in this agreement.

### SECTION 4. E-911 Services

A. The City hereby agrees to provide E-911 call-taking services on behalf of the Borough to the following Emergency Service Zones (ESZs) inside the city boundaries, and call-taking and dispatching services on behalf of the Borough in the following ESZs outside of the boundaries of the City:

1. ESZ within the boundaries of the City;
2. As needed, call-taking and dispatching services in the following ESZs outside the boundaries of the City: 203, Kachemak City; 202, Kachemak Emergency

Service Area; 401, Anchor Point; 826, Seldovia; 851, Port Graham; 852, Nanwalek; and 901, ESN Remote.

3. Any other ESZ subsequently agreed to in writing by both parties or as otherwise verbally agreed upon by both parties in the event of an emergency.

B. E-911 services shall consist of providing access such that all telephones with telephone numbers in the above-mentioned ESZ(s), when dialed "9-1-1" may be either electronically or manually routed to the City of Homer PSAP, which shall then provide call-taking services as defined below for all calls, and dispatching services as defined below for the area outside of the City on behalf of the Borough. Call-taking services shall be provided in accordance with the National Fire Protection Association Standard 1221 ("NFPA 1221"), or a mutually agreed upon local standard substantially meeting the criteria of NFPA 1221, and National Academy of Emergency Medical Dispatch (NAEMD) protocol and procedures. It is specifically understood and agreed that at this time such protocols require, without limitation, the following procedures:

1. When 911 calls are received, they shall be recorded and tabulated to indicate the origin of the call.
2. Ninety-five percent of 911 calls shall be answered within 15 seconds, and 99 percent of alarms shall be answered within 40 seconds.
3. To the extent that emergency dispatching services are provided for the borough, ninety-five percent of emergency dispatching shall be completed within 60 seconds, except that for law enforcement purposes the authority having jurisdiction shall determine time frames for completion of dispatch.
4. If 911 calls are manually transferred to the PSAP, as may occur with wireless calls, the transfer procedure shall not exceed 30 seconds for 95 percent of all calls processed.

C. The City shall provide its own personnel sufficient to staff its 911 PSAP to a mutually agreed upon local standard substantially meeting the criteria of NFPA 1221 and National Academy of Emergency Medical Dispatch (NAEMD) protocol and procedures. The Borough, as the borough-wide primary PSAP, will strive to staff its PSAP with a minimum of two telecommunicators on duty 24 hours per day, seven days per week, in accordance with NFPA Standard 1221.

#### SECTION 5. Emergency Communication Services Costs:

A. In addition to the amount paid to the City pursuant to Section 2 above, the Borough shall be responsible for the following 911 service related costs, subject to the appropriation and availability of funds:

- 911 telephone line charges for services performed pursuant to this contract.
- Repair costs for 911 equipment provided by the Borough pursuant to this contract.
- Hardware and software for two 911 workstations to the City and replacement of 911 equipment used pursuant to this contract as deemed necessary by the Borough and considering recommendations by the City.
- Emergency Medical Dispatch (EMD) card sets and software.

- ANI/ALI database maintenance.
- Maintenance agreements for Borough-provided 911 equipment. Maintenance contingencies shall make reasonable attempts to provide 100 percent operational status of the PSAP.
- Additional backup lines as may be required by NFPA 1221.

B. The City shall be responsible for the following 911 service related costs:

- Per diem, and the cost of travel to conferences and training sessions.
- Personnel costs for the telecommunicators.
- PSAP facility emergency power generators or battery backup systems.
- Voice, audio, radio, telephony recording hardware/software belonging to the City.
- Hardware, software, line charges, and other costs associated with the installation of additional 911 workstations, unless the Borough and the City mutually agree that additional workstations are needed to fulfill requirements of this agreement, in which case the parties shall, by amendment to this agreement, identify the party or parties responsible for such costs.

C. Both the Borough and City shall institute and bear the costs associated with providing a quality control program for their respective PSAP to ensure that their call-taking and dispatch personnel comply with approved standards and protocols for emergency medical dispatch.

SECTION 6. Equipment Ownership:

All equipment purchased by the Borough shall remain the property of the Borough. The Borough may, at the Borough's sole option, remove such equipment from wherever it is located upon termination of this agreement. Additionally, the Borough may at its sole option repair and replace equipment located in the City's facilities at any reasonable time with advance notice to the City for access.

SECTION 7. Qualification and Training:

A. The City shall require all telecommunicators used pursuant to this contract to meet the qualification requirements of NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicators, and NFPA 1221 Section 6.2. A field-training program that meets Public Safety Telecommunicators I (PSTI) standards shall be used to train all new dispatch personnel within the first twelve months of hire. Within this time period, trainees shall complete Emergency Medical Dispatch (EMD) certification to meet PSTI standards as noted in NFPA 1061, section 4.4.2(A).

B. The Borough shall provide annual training to the City regarding emergency medical call handling procedures in accordance with EMD protocols and approved standards. The City shall require attendance at, and successful completion of, all such training of all city personnel responsible for emergency communications call-taking and dispatching. Required attendance shall include initial training within one year of initial employment, and every year

thereafter for annual recertification. In the event that an employee is unable to attend the training provided by the Borough, then the city shall require such employee to attend an alternative training session as approved by the Borough. In that event, the Borough shall pay an amount equal to the actual cost of the alternative training or the cost the Borough would have incurred for such employee had the employee attended the training offered by the Borough, whichever is less.

C. The parties recognize that training requirements may be expanded in the future to address fire and law enforcement call handling procedures. In that event, the parties agree that this agreement may be amended by mutual written agreement to require attendance at such training events.

#### SECTION 8. Quality Control.

The Borough and City agree that quality assurance and control are essential parts of operating a PSAP. In order to implement this:

A. The Borough and the City shall work with each other and the 911 Advisory Board to establish a system for identifying deficiencies and making recommendations to the Borough for corrective action.

B. The Borough and the City shall cooperatively work with each other and the 911 Advisory Board in developing, implementing and performing an annual review/revision of a comprehensive quality control reporting program designed to assess and promote compliance by the telecommunicators and emergency communication centers with approved standards and protocols for emergency medical dispatch.

C. A quality control program administered by the City shall ensure copies of all quality control reports, evaluations and data are provided in writing to the Borough Office of Emergency Management monthly. Data and evaluations may identify employees by number rather than name to protect the employee's identity.

D. The City shall ensure compliance with applicable QA standards.

#### SECTION 9. Addressing.

A. The Borough and the City agree to comply with the Public Safety Communications Strategic Plan, the E-911 Addressing Manual and applicable National Emergency Number Association (NENA) standards governing the flow of addressing information to the Borough. Additionally, the parties shall promptly endeavor to update their ordinances regarding the assignment of street names and addresses to make their ordinances mutually consistent and compliant with NENA 02-010 and U.S. Postal Service Publication 28.

B. Address Maintenance. The Borough and the City will each identify an E-911 Addressing Officer who will coordinate addressing issues and information. The Borough will provide to the City Addressing Officer an E-911 Addressing Manual. This manual will outline

the methodology used by all parties for addressing and street naming, serve as a guide for consistent E-911 database input; acquaint the City with the responsibilities of the Addressing Officer; provide instruction on how to maintain the addressing system within the City using a mutually agreed upon system; describe the methodology for providing road network changes within the City to the Kenai Peninsula Borough Office of Geographic Information Systems (KPB GIS).

C. Street Address Guide. The Borough is responsible for maintenance of the Master Street Address Guide (MSAG).

1. The City is responsible for maintenance of its own Street Address Guide (SAG). The City shall verify the accuracy of the routing information contained in its SAG and shall advise the Borough, on an as-occurred basis, of any changes in road names, the establishment of new roads, changes in address numbers used on existing roads, closing and abandonment of roads, jurisdictional changes in police, fire, emergency medical service or other appropriate agencies, jurisdiction over any address, annexations and other changes in municipal and Borough boundaries, incorporation of new communities, or any other matter that will affect the routing of 911 calls to the proper PSAP. All changes to the City SAG shall be communicated to the Borough on a weekly basis.
2. If no record is found, a misroute occurs, or erroneous ALI displays are noted at the PSAP, a 911 Inquiry form should be completed by the call-taker and returned to the Borough's 911 Addressing Officer within one (1) business day. The Borough 911 Addressing Officer is then responsible for reviewing, researching, and forwarding the inquiry to the Database Management System Provider contracted by the Borough, within one (1) business day. The Database Management System Provider shall provide the Borough 911 Addressing Officer immediate receipt confirmation of the inquiry form. The Borough 911 Addressing Officer shall copy such information to the reporting jurisdiction within (1) business day.

#### SECTION 10. Grant Application Cooperation.

A. The Borough and the City agree to cooperate fully and in support of each other in preparing and submitting funding applications concerning E-911 PSAPs, systems, software and hardware, equipment, addressing systems, training, and quality assurance programs affecting the City and the Borough. In cooperating with each other, both parties recognize that the Borough is charged with providing for emergency call taking throughout the entire Borough except Kachemak City, and with providing dispatch services throughout the entire Borough outside of the incorporated cities, and that this section shall not affect the right and ability of the Borough to pursue such funds for borough projects and needs related to emergency and non-emergency communications.

B. Both parties recognize and agree that the City has municipal needs that are eligible for a variety of grant funds per federal, state, and local law without restriction, and that

this section shall not affect the right and ability of the City to pursue such funds for municipal projects and needs related to emergency and non-emergency communications

C. Further, the parties agree that all funding applications shall be consistent with the recommendations contained in the Strategic Plan. Accordingly, all funding applications related to Borough emergency communications and related equipment shall be prepared and submitted in close cooperation and coordination with the Borough and the City, and the City shall take every reasonable step to develop cooperative requests for funding such equipment with other cities in the Borough, and/or with the Borough, when applying for the same funds, except as noted in SECTION 10 paragraph B or taking steps not related to subjects covered by the Strategic Plan.

SECTION 11. Emergency Operations Centers.

A. The Borough and cities have developed and adopted disaster response plans for the entire Borough. Borough and City emergency operation centers (EOC) are independent facilities. The Borough Office of Emergency Management Coordinator and the City will coordinate the activities of their respective EOCs for emergency management incidents and training events as each situation dictates. The Borough may, by addendum to this agreement, arrange with a city to provide communications and EOC backup services in the event of a failure of the Borough's PSAP, or when an incident escalates due to scope or duration, beyond the capability of the Borough EOC.

B. The Borough and the City shall be responsible for equipping and maintaining their respective EOCs. Both parties understand and agree that interoperability of EOCs is vital to management of local and area/zone-wide emergency management and will cooperatively seek regional funding for allocation based on regional priorities to the extent that funding becomes available for EOCs.

SECTION 12. Indemnification.

A. The City shall indemnify the Borough from damages caused solely by the City's own acts, omissions, or negligence in performance or failure to perform under this Agreement. The City shall not be required to indemnify the Borough for a claim of, or liability for, claims arising out of the sole action, negligence or willful misconduct of the Borough. If there is a claim of, or liability for, a joint act, omission, or negligence of the City and the Borough, the indemnification obligation shall be apportioned on a comparative fault basis. As used in this section, "City" and "Borough" include the officers, employees, agents, attorneys, and subcontractors who are directly responsible, respectively, to each.

B. Nothing in this section 12 shall be construed as a waiver by either the City or the Borough of any immunity available to either under AS 29.35.133, AS 09.65.070(d)(6), or any other provision of law.

SECTION 13. Termination.

A. The agreement may be terminated without cause by withdrawal of a party. A party wishing to withdraw shall tender to the other party such intent in writing on or before March 2 of the year termination is sought. Such termination shall be in effect on July 1 immediately following the notice unless otherwise agreed in writing by both parties.

B. When substantial changes to the agreement are anticipated, and good faith efforts are being made to revise the agreement, the parties may agree in writing that the existing agreement shall remain in effect until an effective date is agreed upon by the parties for a new agreement.

C. Should either party breach any term or condition of this agreement, the non-breaching party shall provide 10 days' notice of the breach. If the breaching party fails to cure the breach within the notice period, then the non-breaching party may terminate this agreement. Upon termination of this agreement by the Borough for cause, the City shall promptly reimburse to the Borough the prorated balance remaining of funds paid in advance for services to be provided pursuant to this contract. Additionally, the Borough shall be entitled to peaceably enter the City premises and repossess any and all equipment belonging to the Borough, and to recover all costs and actual reasonable attorney fees associated with such termination.

SECTION 14. Assignment.

Neither of the parties hereto shall assign their rights, duties, or obligations hereunder without the prior written consent of the other.

SECTION 15. Compliance with Law.

Both parties agree to comply with any applicable provisions of federal, state or municipal laws in providing services under this contract.

SECTION 16. Definitions:

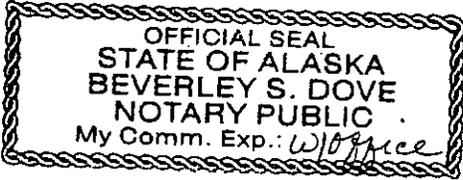
For purposes of this agreement, unless the context clearly requires a different meaning, the terms below are defined as follows:

“911 equipment” includes all equipment and systems used with the PSAP to answer 911 calls. This includes, but is not limited to, 911 workstations, telephone key systems, controllers, servers, cabling, and/or ancillary systems and products associated with the delivery of a 911 call, and is limited to equipment solely or partially funded by the Borough.

“Call-taking,” means answering calls placed or routed to either 911 or an alternate emergency communications number, and asking systematized questions of the caller designed to ascertain the reason for the call, giving systematized life support instructions if appropriate, and following systematized protocols designed to enable the call-taker to identify the appropriate response mode.



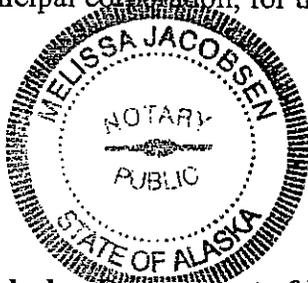
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of May 2006, by John J. Williams, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for the corporation on behalf of the corporation.



Beverley S. Dove  
Notary Public for State of Alaska  
My Commission Expires: 12/31/08

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

2007 The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March 2006, by Walt Wrede, the City Manager for the City of Homer, an Alaska municipal corporation, for the corporation on behalf of the corporation.



Melissa Jacobsen  
Notary Public for State of Alaska  
My Commission Expires: 9/8/08

The State of Alaska, Department of Public Safety, hereby approves and agrees with this Agreement.

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

W Name: WALT MONEGAN Date: 5/17/07  
Title: Commissioner

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

2007 The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of May 2006, by Walt Monegan, the Commissioner for the State of Alaska Department of Public Safety, for and on behalf of the state.

Cassandra M. Byrne  
Notary Public for State of Alaska  
My Commission Expires: in office

**AMENDMENT TO CONTRACT FOR EMERGENCY MANAGEMENT  
COMMUNICATIONS SERVICES AND RELATED MATTERS**

On the 23rd day of May, 2007, the Kenai Peninsula Borough, 144 N. Binkley St., Soldotna, Alaska 99669, and the City of Homer, 491 E. Pioneer Avenue, Homer, Alaska 99603, entered into a Contract for Emergency Management Communications Services and Related Matters (the “agreement”). On July 6, 2009, the agreement was first amended by the parties. Upon the parties’ execution of this document, will serve as the second amendment to the agreement. Any terms or conditions not amended by this second amendment shall remain in full force and effect.

**WHEREAS**, as required by AS 29.35.131(j) the State of Alaska Department of Public Safety approved the agreement on May 17, 2007; and

**WHEREAS**, the agreement clarified roles and responsibilities and payments between the Kenai Peninsula Borough and the City of Homer related to emergency management communications services; and

**WHEREAS**, the City of Homer has requested to add a third dispatch workstation which necessitates an amendment to Section 5 of the agreement;

**WHEREAS**, Section 5 paragraph B of the agreement states that he parties shall by amendment identify the party or parties responsible for costs associated with any additional workstations;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE TO AMEND THE AGREEMENT AS FOLLOWS:**

**1. Amend Section 5, paragraph B as follows:**

**B.** The City shall be responsible for the following 911 service related costs:

- Per diem and the cost of travel to conference and trading sessions.
- Personnel costs for the telecommunicators.
- PSAP facility emergency power generators or battery backup systems.
- Voice, audio, radio, telephone recording hardware/software bellowing to the City.
- Hardware, software, line charges, and other costs associated with the installation of additional 911 workstations, unless the Borough and the City mutually agree that additional workstations are needed to fulfill requirements of this agreement, in which case the parties shall, by amendment to this agreement, identify the party or parties responsible for such costs.
- Hardware and software, including acquisition, configuration and annual maintenance costs, for one 911 workstation. This added workstation is in addition to the two workstations the Borough is obligated to keep and maintain under this agreement. The City shall own the workstation and shall pay for any replacements or upgrades that are needed.

This second amendment is effective upon the date of the last signature.

CITY OF HOMER

KENAI PENINSULA BOROUGH

By: Robert Dumouchel  
Title: City Manager

By: Charlie Pierce  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Homer City Clerk

\_\_\_\_\_  
Borough Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
Attorney for City of Homer

\_\_\_\_\_  
Deputy Borough Attorney

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020, by Charlie Pierce, Mayor of the Kenai Peninsula Borough, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 2020, by Rick Abboud, the Acting City Manager for the City of Homer, an Alaska municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**The State of Alaska, Department of Public Safety, hereby approves and agrees with this Amendment.**

STATE OF ALASKA  
DEPARTMENT OF PUBLIC SAFETY

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
2020, by \_\_\_\_\_, the \_\_\_\_\_ for the State of  
Alaska Department of Public Safety, for and on behalf of the state.

\_\_\_\_\_  
Notary Public for State of Alaska  
My Commission Expires: \_\_\_\_\_

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 20-122**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF HOMER AND KENAI PENINSULA BOROUGH OFFICE OF EMERGENCY MANAGEMENT REGARDING THE REPLACEMENT AND MAINTENANCE OF EMERGENCY SIRENS.

WHEREAS, The Kenai Peninsula Borough Office of Emergency Management (OEM), and the City of Homer desire to provide emergency notification to the residents and visitors of the City in the case of a tsunami; and

WHEREAS, The OEM has placed a number of emergency warning sirens throughout the City of Homer as set forth in Exhibit A of the Memorandum of Agreement; and

WHEREAS, The arrangement to date appears to have been informal with no records to indicate how sites were chosen and who has what responsibility regarding the sirens; and

WHEREAS, The Memorandum of Agreement memorializes specific agreement of terms and conditions related to the placement, responsibility, control, and maintenance of the emergency sirens within the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the attached Memorandum of Agreement between the City of Homer and Kenai Peninsula Borough Office of Emergency Management, a copy of which is attached and incorporated herein.

PASSED AND ADOPTED by the Homer City Council on this 23<sup>rd</sup> day of November, 2020.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

# Memorandum of Agreement

Between the Kenai Peninsula Borough,  
Office of Emergency Management (OEM)  
and the City of Homer

Regarding the Placement and Maintenance of Emergency Sirens

The Parties to this Agreement are the Kenai Peninsula Borough (KPB), a borough established under Alaska law, through its Office of Emergency Management (OEM), and the City of Homer (City), a city established under Alaska law.

WHEREAS, the parties desire to provide emergency notification to the residents and visitors of the City in the case of a tsunami; and

WHEREAS, the Kenai Peninsula Borough's Office of Emergency Management ("OEM") has placed a number of emergency warning sirens throughout the City of Homer as set forth in Exhibit A; and

WHEREAS, the arrangement to date appears to have been informal with no records to indicate how sites were chosen and who has what responsibility regarding the sirens; and

WHEREAS, time takes a toll on any equipment, necessitating maintenance, replacement and sometimes a new location; and

WHEREAS, the parties hereto wish to memorialize within this document, (hereinafter referred to as the "Agreement"), their specific agreement of terms and conditions related to the placement, responsibility, control, and maintenance of the emergency sirens within the City;

IT IS THEREFORE AGREED by the parties, in consideration of the mutual promises contained in this Agreement, as set forth below, regarding the placement, responsibility, control, and maintenance of the emergency sirens listed on Exhibit A.

## RESPONSIBILITIES OF THE KENAI PENINSULA BOROUGH, OFFICE OF EMERGENCY MANAGEMENT

- a. The Kenai Peninsula Borough shall have overall management and operational control of the siren system (the "system"), to include performing maintenance, upgrades, and other changes as technology/situations dictate.
- b. KPB will provide one activation point for the system and will provide reasonable training for staff on the operation of the system.
- c. KPB is responsible for all costs associated with the ongoing maintenance and operation of the system.
- d. KPB and the City will negotiate any changes made to the system that may affect the City.
- e. KPB and the City will jointly approve suitable location(s) within the City should replacement or additional sirens be needed. All siren installations shall be in accord with City ordinance requirements as applicable

- f. If an expansion of the number of sirens is determined by both parties to be necessary for the public health and safety within the City, KPB will fund (subject to availability of funds), maintain, and operate those new siren units.

RESPONSIBILITIES OF THE CITY OF HOMER

- a. The City, within the limitations of City ordinance requirements, will allow for the placement of new sirens on city land/right of ways/facilities for use as a warning system and any other public safety use, such as, but not limited to, radio antennas or other communications equipment. Final location selection will be approved by the City Manager.
- b. The City agrees to the placement and location of the sirens already in place as demonstrated in the attached Exhibit A.
- c. The City will be responsible for the costs of electricity for each siren site.
- d. The City will house the activation point in a secure area and is required to provide backup power source and access to the Borough 911 data network. The City will authorize City staff to utilize the activation point only after staff has undergone KPB provided training, and only for those siren units covered in Exhibit A.
- e. The City will allow authorized KPB individuals access at any reasonable time for maintenance.
- f. The City may, at its own cost, request that sirens or an activation point to be relocated. The City will be responsible for all costs of such move, including acoustic and engineering studies, environmental studies and costs of construction in order to ensure that the warning area remains the same.

Any requests by the City or Borough to add or modify the siren system that result in a cost to the other party, will be negotiated by separate instrument.

KENAI PENINSULA BOROUGH

CITY OF HOMER

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Charlie Pierce, Mayor

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Robert Dumouchel, City Manager

ATTEST:

ATTEST:

\_\_\_\_\_  
Johni Blankenship, Borough Clerk

\_\_\_\_\_  
Melissa Jacobsen, City Clerk

## Exhibit A

Sirens covered in this agreement within the city limits of Homer:

**Siren 01** Commonly referred to as “Homer Harbormaster”  
Located at 4311 Freight Dock Rd., further described as T 6S R 13W Sec 36 Seward Meridian,  
Homer Spit Sub No. 5 Lot 23

**Siren 02** Commonly referred to as “Homer Ice Rink”  
Located at 3150 Homer Spit Rd., in the right of way of Homer Spit Rd., further described as T 6S  
R 13W Sec 35 Seward Meridian, Homer Hockey Addn. Lot 1-B

**Siren 03** Commonly referred to as “Mariner Park”  
Located at 1920 Homer Spit Rd., on the bicycle/pedestrian path, further described as T 6S R 13W  
Sec 28 Seward Meridian, that portion of Govt. Lot 7 lying North of Homer Spit Rd.

**Siren 04** Commonly referred to as “Homer Bay Ave”  
Located near 3298 Douglas Pl., on the right of way adjacent to Bay Ave. near Douglas Pl. in T 6S  
R 13W Sec 21 Seward Meridian, near Bay View Sub No. 4 Lot 145A.

**Siren 05** Commonly referred to as “Bishops Beach”  
Located at 3300 Beluga Pl., adjacent to the developed parking area in T 6S R13W Sec 20 Seward  
Meridian, in a portion of Gov’t Lot 2.

**CITY OF HOMER  
HOMER, ALASKA**

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**RESOLUTION 20-123**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE CARES ACT PROJECT CLOSE OUT PLAN TO  
PROVIDE A \$6,000 DIRECT GRANT TO KACHEMAK BAY  
EQUESTRIAN ASSOCIATION TO COVER ELIGIBLE COSTS  
INCURRED DUE TO THE COVID-19 PANDEMIC.

WHEREAS, The nonprofit Kachemak Bay Equestrian Association (KBEA) owns Cottonwood Horse Park, a multi-use park and riding facility in Homer which hosts a variety of equine and non-equine related activities for the public; and

WHEREAS, Circumstances prevented KBEA from applying for the City of Homer's Nonprofit Economic Relief Grant (NERG) Program; and

WHEREAS, KBEA experienced income loss due to the cancellation of their annual fundraiser, "Cowoby Cabaret" because of COVID-19 and the public health mandates; and

WHEREAS, The Cowboy Cabaret annually generates at least \$6,000 in revenue that KBEA uses to pay annual operating costs associated with the Cottonwood Horse Park and its public recreation activities; and

WHEREAS, Given the COVID-19 pandemic, opportunities for COVID conscious outdoor recreation is important for the health and wellbeing of Citizens of Homer; and

WHEREAS, KBEA meets eligibility criteria which would have qualified the organization to receive NERG funds; and

WHEREAS, Not all funds appropriated to the NERG program were expended; and

WHEREAS, KBEA has requested CARES Act funding to pay for eligible costs incurred between March 1, 2020 and December 30, 2020 which will help sustain operations for opening recreational activities at Cottonwood Horse Park.

NOW, THEREFORE, BE IT RESOLVED the City's CARES Act Project Close Out Plan shall be amended to include a direct grant of \$6,000 to Kachemak Bay Equestrian Association to be prioritized alongside the NERG program funds.

PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of November, 2020.

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ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal information: N/A

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR



Kachemak Bay Equestrian Association (KBEA)  
PO Box 3120, Homer, AK 99603  
907.235.8214

November 17, 2020

Dear Homer City Council and Mayor

Kachemak Bay Equestrian Association (KBEA), a 501(c)(3) organization since August 2007, is the owner of Cottonwood Horse Park (CHP). CHP is a multi-use park and riding facility at 1.8 miles East End Road. KBEA's mission is "to nurture and educate equine enthusiasts and to promote conservation of greenspace and non-motorized trails to enhance the community." To help realize this mission, KBEA has created a multi-use park that has the facilities to host a multitude of equine- and non-equine-related activities. One of the annual highlights is the ever-popular Carmen Field Memorial Mud Wallow that has brought delight to hundreds of participants for many years.

Circumstances prevented KBEA from applying for NERG funds before the last deadline. We are now requesting a direct grant from the NERG funds. 2020 would have been our 11<sup>th</sup> annual Cowboy Cabaret fundraiser, which in the past has raised at least \$6,000. Even with membership dues, Cowboy Cabaret is the main source of income for KBEA operations. Due to Covid-19, we were unable to hold this event.

KBEA's annual expenses include insurance, utilities, maintenance of the grounds and park facilities, and supplies for restroom and cabins. With Covid-19, costs for supplies increased dramatically to purchase products such as disinfectant cleaners, hand sanitizers, and masks. Maintenance covers extensive mowing and weed whacking of the grounds, as well as upkeep of the arena, the round pen, and eight corrals, which includes replacement of sand, gravel, and dirt in these facilities.

Availability of outdoor recreational activities during Covid-19 has been critical to the community, and KBEA was able to support an array of activities during 2020, including regular Pony Club instruction, special clinics, and, equestrian games. For youth limited in their options by the pandemic, these opportunities to participate were unusually important.

To help KBEA fulfill its mission, we respectfully request grant funding in the amount of \$6,000 to replace income lost due to Covid-19, which we will put towards grounds maintenance, utilities, insurance costs and PPE supplies so we can open safely in the spring and summer for more activities. We appreciate all that NERG funds help support in the community and thank you for the opportunity to make this request.

Very Sincerely,

Roberta Highland  
President KBEA

**CITY OF HOMER  
HOMER, ALASKA**

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**RESOLUTION 20-124**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE CARES ACT PROJECT CLOSE OUT PLAN TO  
PROVIDE A DIRECT GRANT IN THE AMOUNT OF \$44,250 TO  
KACHEMAK SKI CLUB TO EXPAND COVID-CONSCIOUS OUTDOOR  
WINTER RECREATION OPPORTUNITIES.

WHEREAS, The Ohlson Mountain Rope Tow and ski hill facility is an important recreational hub for the Citizens of Homer, providing the only venue for downhill skiing and snowboarding on the Lower Peninsula; and

WHEREAS, The Rope Tow is operated and maintained by Kachemak Ski Club (KSC), a non-profit organization comprised of hard-working volunteers who, come blizzard or sunshine, work diligently outdoors to provide uphill transport for downhill activities; and

WHEREAS, On trend with record volume of summer recreationists seen in and around Homer during the COVID-19 Pandemic, early seasonal indications (such as skating activities at Beluga Lake and Lampert Lake) suggest this winter season will see anomalously high levels of recreation and participation by large portions of Citizens; and

WHEREAS, Given the COVID-19 pandemic, opportunities for COVID conscious outdoor winter recreation is important for the health and wellbeing of Citizens of Homer; and

WHEREAS, KSC has successfully applied for NERG funds, which thus provides a linkage to CARES funding for the ski hill facility otherwise located outside of City Limits; and

WHEREAS, KSC has requested additional funding to expand their service to more safely accommodate a higher volume of forecasted recreationists and to provide an additional day of opening each week of the ski season; and

WHEREAS, These COVID-specific measures will be implemented before year end 2020.

NOW, THEREFORE, BE IT RESOLVED the City's CARES Act Project Close Out Plan shall be amended to include a grant of \$44,250 to Kachemak Ski Club to be prioritized alongside the Nonprofit Economic Recovery Grant (NERG) program funds.

PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of November, 2020.

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ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal information: N/A

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR



**To: Joey Evenson, Homer City Council  
Rob Dumouchel, Homer City Manager**

**From: Randy Wiest , Kachemak Ski Club/ Homer Rope Tow Board President**

**Subject: Supplemental CARES Act funding request**

**Date: 11/18/2020**

During the unprecedented Covid-19 pandemic, the need for safe, healthy outdoor winter recreation has never been greater. The Kachemak Ski Club (KSC) provides just this sort of healthy outdoor winter sports activity at nominal cost to a broad swath of the Homer community by operating the Homer Rope Tow. KSC is submitting an additional CARES Act funding request (above those amounts covered by NERG1 and NERG2 grants) to the Homer City Council so it may expand recreational opportunities at the Rope Tow and enter the 2020/2021 ski season fully prepared for a safe and well-managed opening near Year End 2020.

The Homer Rope Tow saw a rise in skier use last season but had to close early due to the pandemic. We were able to maintain consistent openings throughout the truncated season due to dedicated volunteers, but the limitations of our facilities made it difficult to operate safely. With the anticipated increase in skiers and snowboarders looking to get outside this season comes the need for expanded facilities and equipment so users can spread-out and enjoy our ski hill in a safe and orderly fashion.

The City of Homer has been very generous with NERG funding to date. NERG1 has benefitted KSC by offsetting operating expenses from a shortened 2020 season and diminished revenues. NERG2 will benefit KSC by covering direct Covid mitigation measures, such as PPE, signage, social distancing plans, and volunteer safety. While we are so grateful for those funds received, KSC still faces various needs to ensure we can provide the Homer Community with safe, fun and healthy recreational outlets over the coming winter months. These include:

**Tracked four-wheeler ATV: \$18,000**

To expand limited grooming capabilities and facilitate increased ski day openings to potentially two or more per week (from the existing Sundays-only schedule). The Rope Tow's dedicated volunteer base is willing to create extra ski day openings if the slopes can be groomed between sessions to give skiers a more predictably quality ski experience. This amount covers the cost of the ATV (\$16,500) plus a limited maintenance budget, to allow seasonal transition to a wheeled ATV (\$1500)

**Tow-behind utility sled: \$1,250**

The club currently has only a dedicated injured skier rescue, toboggan-type covered sled; purchase of a utility sled will allow us to haul equipment, firewood, safety fencing, propane heaters and items too cumbersome to move without a sled.

**Email/ Marketing subscription:** **\$500**  
KSC does not have a current system, other than informal social media announcements, to keep our membership informed of changing Covid-related information as well as alerting users to extra opening days throughout the week.

**Outdoor Deck Expansion:** **\$16,000**  
The lodge closure due to Covid safety concerns has created an urgent need for creation of a replacement outdoor site that is safe for socially distanced gathering and skier warming during frigid outdoor weather. KSC has a contractor lined up ready to complete this project before the end of the year but funding from NERG1 and NERG2 grants are not otherwise sufficient to complete it.

**Outdoor Propane Space Heaters** **\$3500**  
This supplements the safety and comfort to skiers using the expanded outdoor deck.

**Skier/ Snowboard Equipment Packages** **\$5000**  
One of the biggest barriers to expanded skier and snowboard use at the Rope Tow is the lack of affordable used ski and snowboard equipment available in the community. This line item would allow the purchase of appropriate ski and snowboarding equipment for youth and would be donated to those in need, with the proviso that it then be recycled in the community when outgrown.

**Total supplement CARES Act grant request:** **\$44,250**

Thank you for considering our request, and please contact us if you have any questions.

Sarah Banks, Secretary, KSC  
[Sasfrasbanks@gmail.com](mailto:Sasfrasbanks@gmail.com) (907)299-2316 or

Randy Wiest, President, KSC  
[northwiest@gmail.com](mailto:northwiest@gmail.com) (907)299-6246

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

3 City Manager/  
4 Public Works Director

5 **RESOLUTION 20-125**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 CREATING A PUBLIC WORKS CAMPUS TASK FORCE AND  
9 ESTABLISHING THE SCOPE OF WORK AND PARAMETERS UNDER  
10 WHICH THE TASK FORCE WILL CONDUCT ITS WORK.

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12 WHEREAS, In 2019, the Alaska Division of Geological and Geophysical Surveys published  
13 updated Tsunami Inundation Maps for Homer; and

14  
15 WHEREAS, The information for these maps was derived by numerically modeling worst-  
16 case scenarios of inundation from tsunami waves generated by earthquakes and submarine  
17 landslides, including local underwater slope failure scenarios for Kachemak Bay; and

18  
19 WHEREAS, The maximum landslide-generated tsunami, as modeled, shows the existing  
20 Heath Street campus of the City's Public Works Department could be flooded by as much as  
21 16.4 – 32.8 feet; and

22  
23 WHEREAS, Under some scenarios, the first wave could appear within one hour after the  
24 earthquake and further, landslide-generated waves could hit low-lying areas while the ground  
25 was still shaking from an earthquake; and

26  
27 WHEREAS, Currently, when a Tsunami Warning is issued, Public Works personnel  
28 immediately begin evacuating major pieces of heavy machinery and other mobile equipment  
29 from its campus to higher ground and the evacuation process takes at least forty-five minutes;  
30 and

31  
32 WHEREAS, The Department does not currently evacuate materials and supplies, which  
33 would be needed in the event an earthquake or tsunami causes damage to the City's water,  
34 sewer or road infrastructure; and

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36 WHEREAS, The estimated costs to properly prepare for such recovery, by creating  
37 stockpiles of necessary materials, supplies and equipment, would be substantial; and

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39 WHEREAS, For these reasons, risks of personal injury, property damage and even loss  
40 of life could be high, either during the tsunami event itself or during recovery.

42 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
43 creates the Public Works Campus Task Force for the following purposes:

- 44 1. Goal #1 – Evaluate the risks of personal injury, property damage and loss of life in  
45 the event a tsunami floods the Public Works Campus.
- 46 a. Scope of Work –
- 47 i. Review the findings of the 2019 Updated Maximum Estimated  
48 Tsunami Inundation report published by the Alaska Division of  
49 Geological & Geophysical Surveys
- 50 ii. Develop system for evaluating risks
- 51 iii. Catalog and evaluate risks
- 52 b. Deliverables – Report of Findings of probable risks
- 53 c. Timeframe – Report to be submitted by January 31, 2021
- 54 2. Goal #2 – Develop strategies for mitigating identified risks
- 55 a. Scope of Work –
- 56 i. For each risk identified under Goal #1, identify strategies for  
57 mitigation, including estimated short term and long term costs
- 58 b. Deliverables – Report summarizing strategies and cost estimates
- 59 c. Timeframe – Report to be submitted by February 28, 2021
- 60 3. Goal #3 – Make recommendations.
- 61 a. Scope of Work –
- 62 i. Develop system for evaluating strategies
- 63 ii. Evaluate strategies
- 64 b. Deliverables – Report summarizing evaluation process and identifying  
65 preferred options
- 66 c. Timeframe – Report to be submitted by March 31, 2021

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68 BE IT FURTHER RESOLVED the Public Works Campus Task Force will be made up of 7  
69 members, with 3 City Residents, 2 Councilmembers, and 2 City Staff.

70  
71 BE IT FURTHER RESOLVED, The Mayor will nominate appointees to the Task Force from  
72 a list of applicants; nominees must be approved by City Council. All appointees shall serve at  
73 the pleasure of the Council and may be removed from their position by a majority of the  
74 Council at any time without cause.

75  
76 PASSED AND ADOPTED by the Homer City Council on this 23<sup>rd</sup> day of November, 2020.

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78 CITY OF HOMER

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82 KEN CASTNER, MAYOR  
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85 ATTEST:

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89 MELISSA JACOBSEN, MMC, CITY CLERK

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91 Fiscal Note: Staff time and advertising.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Public Works

3575 Heath Street  
Homer, AK 99603

[publicworks@cityofhomer-ak.gov](mailto:publicworks@cityofhomer-ak.gov)

(p) 907-235-3170

(f) 907-235-3145

## Memorandum 20-194

TO: City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, Director of Public Works  
DATE: November 16, 2020  
SUBJECT: Public Works Campus Task Force

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**Issue:** In 2019, the Alaska Division of Geological and Geophysical Surveys (“AK DGGS”) published updated Tsunami Inundation Maps for Homer, showing that a landslide-generated tsunami could flood the existing Heath Street campus of the City’s Public Works Department by as much as 16.4 – 32.8 feet. If this is true, risks of personal injury, property damage and even death are high. We are requesting that a Task Force be convened to deliberate on the risks, develop mitigation strategies and make recommendations for action.

**Background:** The DGGS updated its Tsunami Inundation Maps for Homer by numerically modeling worst-case scenarios of inundation from tsunami waves generated by earthquakes and submarine landslides, including local underwater slope failure scenarios for Kachemak Bay. The model computes not only the projected height of an earthquake- or landslide-triggered tsunami, but also the time of arrival. The DGGS studied multiple scenarios, using different variables such as distance of the earthquake/landslide from Homer, possible volume of rock/earth displacement, tides, etc. Under some scenarios, the first wave could appear within one hour after the earthquake. Further, waves generated from earthquake-induced landslides could hit low-lying areas while the ground was still shaking from the earthquake. The model projects the maximum landslide-generated tsunami could flood the existing Heath Street campus of the City’s Public Works Department by as much as 16.4 – 32.8 feet.

Such flooding could heavily damage millions of dollars of buildings, heavy equipment, materials and supplies on the Public Works campus. Worse, substantial damage would undermine our ability to help the City recover after a tsunami event. Our heavy equipment could be ruined from salt water intrusion, stockpiled materials could be washed away, and our buildings could be rendered uninhabitable. Because of these risks, Public Works employees have a standard protocol when a Tsunami Warning is issued. All available personnel immediately deploy to the campus and begin evacuating major pieces of heavy machinery and other mobile equipment to higher ground. Currently, our evacuation site is on the west end of Heath Ave, behind Safeway. This site is above the Inundation Zone. The evacuation process takes at least forty-five minutes for the equipment alone.

Currently, we do not try to evacuate anything from the buildings – no tools, spare parts or anything from our extensive inventory of pipe, water meters, culverts, etc. Our fuel depot, which services all City rolling stock, consists of underground storage tanks with above-ground pumps and controls. This The fuel could become contaminated and the electronic elements could become inoperable. This means we would have little to work with in the event we would be called up to repair water line breaks, fix roads, or otherwise help the City recover from earthquake-induced damage.

We recently conducted an in-house round table to talk about this. We looked at what we would need to stay functional. We considered these questions:

- What would most likely happen in the way of damaged infrastructure?
- What would we need to do to restore functionality of damaged infrastructure?
- What would we need?

Our goal was to identify equipment, materials and supplies we could stash in some location off the Public Works Campus so we would have something to work with, in the event the worst-case scenario occurred. We concluded that it would cost hundreds of thousands, if not millions, of dollars to be properly prepared. And, worse, even if we created such stock piles, we would have no base of operations. We are the arms, legs and muscles of the City’s emergency recovery response team and we would be, for all practical purposes, unable to function. We concluded that if the Inundation Maps are right, the risks of personal injury, property damage and even loss of life could be high, either during the tsunami event itself or during recovery. We need a better plan!

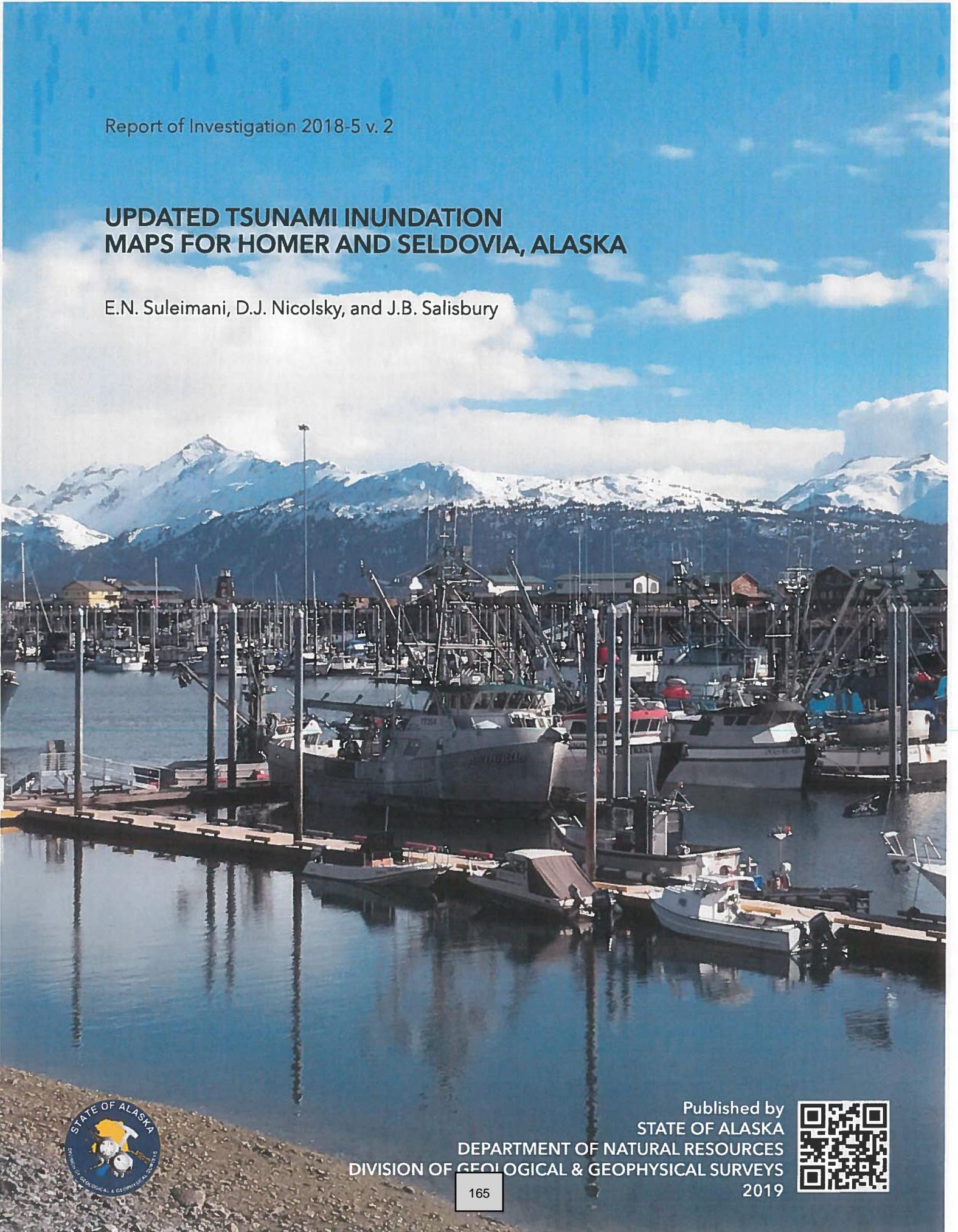
**Action Recommended:**

We propose that a Task Force be created to evaluate the risks, deliberate about mitigation strategies and make an action plan for addressing the risks of maintaining the status quo.

Report of Investigation 2018-5 v. 2

## UPDATED TSUNAMI INUNDATION MAPS FOR HOMER AND SELDOVIA, ALASKA

E.N. Suleimani, D.J. Nicolsky, and J.B. Salisbury



Published by  
STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF GEOLOGICAL & GEOPHYSICAL SURVEYS  
2019



to develop maps of composite flow depths. We superpose all scenarios by selecting the maximum computed flow depth value at each grid point. Figures 26 and 27 show the composite tectonic flow depths over dry land for the town of Homer and for Homer Spit, respectively. The residential areas north and south of the tidal flats, areas north of Beluga Lake, some airport facilities, and a section of Kachemak Drive are all inside the inundation zone, with flow depths ranging from 3 to 5 m (10 to 16 ft). Composite tectonic flow depths on Homer Spit reach 5 m (16 ft). Figure 28 shows the composite tectonic flow depths over dry land in Seldovia. A significant part of the waterfront and the airport area are inside the inundation zone, with flow depths ranging from 1 to 5 m (3.3 to 16 ft).

The numerical simulations reveal that, for some scenarios, the first wave could arrive at

Homer and Seldovia within one hour after the earthquake. As demonstrated by the time series data shown in appendix figures A3 and B3, significant wave activity could continue in the area for at least 12 hours after the earthquake, and the predicted average time interval between successive waves is 45 minutes to 1.5 hours.

### Landslide Scenarios

While tectonically generated waves may not inundate the coast of Kachemak Bay for up to an hour after an earthquake, landslide-generated waves could hit low-lying areas while the ground is still shaking (Coulter and Migliaccio, 1966; Wilson and Tørum, 1968). Additionally, some landslide-generated waves can occur without an earthquake and therefore without any warning. We assume that slide-prone unconsolidated deposits are initially at rest, and ground shaking triggers

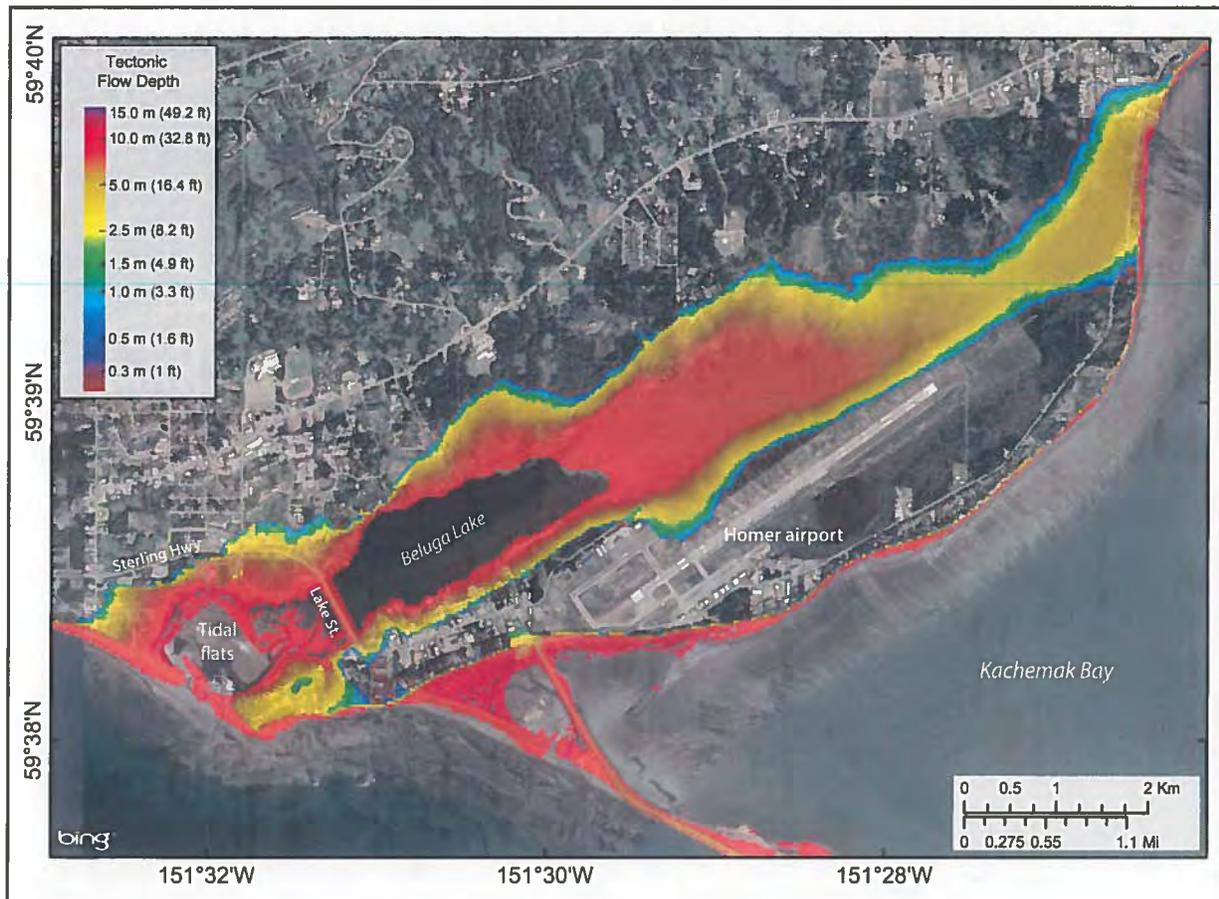


Figure 26. Modeled maximum composite flow depth over dry land for all tectonic scenarios for the town of Homer.





### **Resolution 02.2021**

A RESOLUTION SUPPORTING THE USE OF MASKS AND SOCIAL DISTANCING IN ALL PUBLIC PLACES WITHIN ALASKA DUE TO THE COVID-19 PANDEMIC, URGING COMPLIANCE WITH ALL STATE RECOMMENDATIONS AND MANDATES.

**WHEREAS**, the COVID-19 pandemic was declared an emergency by:

- United States President Donald Trump, March 13, 2020
- Alaska Governor Michael Dunleavy, March 12, 2020

**WHEREAS**, Governor Dunleavy and Department of Health and Social Services Commissioner Adam Crum have issued health mandates to prevent the spread of the disease; and

**WHEREAS**, COVID-19 poses a significant risk to the health of the community and our local healthcare systems; and

**WHEREAS**, community members can reduce the risk of spreading the virus to others if everyone wears masks when interacting in public; and

**WHEREAS**, preventative measures are the best defense against the spread of the virus; and

**WHEREAS**, according to the CDC and DHSS, wearing a mask helps prevent asymptomatic spread – wearing a mask not only protects you, but protects others around you; and

**WHEREAS**, the measures listed below have shown to reduce the spread of Coronavirus:

- Not going out in public or going to work if you feel ill
- Physical and social distancing of 6 feet or greater
- Wearing a cloth face covering when in public and in areas where distancing is not possible
- Avoiding large gatherings
- Washing your hands frequently
- Not touching your face
- Sanitize frequently touched surfaces
- Increased testing, and following through on quarantine and isolation orders

**WHEREAS**, any consideration of a statewide mask mandate should respect the positions taken by local governments and have their consent as applied within their boundaries; and

**WHEREAS**, the economy and the well-being of our community rest in the hands of individuals who choose to practice good hygiene and are courteous to each other; and

**WHEREAS**, we all have a responsibility to ourselves and each other to keep our community strong and healthy.

**NOW, THEREFORE**, we, the Alaska Conference of Mayors support the Governor's request for all Alaskans and visitors to wear masks and maintain social distancing and urge all to follow federal guidance, State recommendations and mandates, and local requirements and ordinances.



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

# Memorandum

TO: Mayor Castner and Homer City Council  
THROUGH: Rick Abboud, City Planner  
FROM: Homer Planning Commission  
DATE: November 4, 2020  
SUBJECT: Revisiting Medical District Building Heights

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City Council recently adopted the new Medical Zoning District. In that ordinance, the Planning Commission had recommended allowing a building height limit of 65 feet through the conditional use permit process. Council expressed concern over the allowance of buildings that tall, and amended the ordinance to a maximum of 35 feet. Council asked the Commission to revisit the 65 foot height and consider whether a smaller portion of the Medical District would more appropriate for allowing taller buildings.

The Commission has spent nearly eleven months discussing the district, and building height was addressed several times through the process. The Commission never reached unanimous agreement about height, and is unlikely to at this time. The Commission is in agreement to not limit the location of taller buildings to a sub-area within the district.

The Commissions comments are as follows:

In support of taller buildings:

1. Allows for more efficient land use and density by building up rather than spreading structures over more land area
2. This is an area of the city where more density is desirable based on the comprehensive plan as it is served by full city services and is within the core area of the community
3. The hospital has voiced a concern over lack of parking as a hindrance to their operations and service expansion. Taller buildings may allow for parking structures to be included in future projects.

Drawbacks of taller buildings:

1. Tall buildings may block views for other properties, including homes
2. Concern over the scale of buildings - potential for too tall a structure next to shorter buildings
3. Concern over soil properties and if the area is suitable for tall buildings

**Commission Recommendation:** Building Height in the Medical District could be revisited in the future if development warrants. Taller buildings in general and density within the core area of the community are comprehensive plan goals, whether they are appropriate and timely for adoption now or in the future.



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

### Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

[Planning@ci.homer.ak.us](mailto:Planning@ci.homer.ak.us)

(p) 907-235-3106

(f) 907-235-3118

## Memorandum

TO: Mayor Castner and Homer City Council  
THROUGH: Julie Engebretsen, Deputy City Planner  
FROM: Economic Development Advisory Commission  
DATE: November 19, 2020  
SUBJECT: Request to move forward on the Wayfinding Streetscape Capital Project

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Due to COVID-19, the City Council paused most major capital projects in May. Council passed Resolution 20-05, Conserving Operational Spending, until there is a clearer picture of the economic impacts to the City budget. This pause included the Wayfinding Streetscape project.

Since May, the Council has approved several projects that use HART funds. The Commission requests authorization for the Wayfinding Street Scape project to move forward in 2021, as it also utilizes HART funds.

**Commission Recommendation:** Request the City Council allow the Wayfinding and Streetscape project continue in 2021

### Attachments

1. Minutes Excerpt from the November 10<sup>th</sup>, EDC Meeting:
2. Resolution 20-050
3. Ordinance 19-54 (S-2)(A-2)
4. Memorandum 19-161
5. Memorandum 19-148

Minutes Excerpt from the November 10<sup>th</sup>, EDC Meeting:

Chair Marks introduced the item by reading the title and deferred to Deputy City Planner Engebretsen.

Ms. Engebretsen gave background information on City Council's decision in May to pause most major projects with the expectation that COVID-19 would have a negative impact on City tax revenues. Since May, Council has approved several projects that use HART funds, which is sales tax specifically used for roads and trails projects. The Wayfinding and Streetscape project will utilize this funding source, so if the commission would like to see this project move forward in 2021, they would need to make a recommendation to Council to re-approve the funding. She further explained how the funding is good for three years; if the funds aren't used by 2021 then they would have to ask for funding again.

BROWN/JOHNSON MOVED TO REQUEST THAT CITY COUNCIL ALLOW THE WAYFINDING AND STREETScape PROJECT CONTINUE IN 2021.

There was no discussion.

VOTE: YES: AREVALO, MARKS, SPEAKMAN, RICHARDSON, JOHNSON, BROWN  
ABSTAIN: MINK

Motion carried.

**CITY OF HOMER  
HOMER, ALASKA**

Lord/Smith

**RESOLUTION 20-050**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA DELAYING CERTAIN NON-CRITICAL CAPITAL PROJECTS AND ENCOURAGING CONSERVATIVE OPERATIONAL SPENDING WITH THE INTENT TO REASSESS CAPITAL AND OPERATING EXPENSES AFTER THE FIRST AND SECOND FISCAL QUARTERS WHILE DEVELOPING FINANCIAL SCENARIOS FOR FY2020 AND FY2021.

WHEREAS, The Mayor of the City of Homer declared a local emergency in response to the Covid-19 pandemic on March 18, 2020; and

WHEREAS, The Homer City Council ratified the declaration of local emergency and extended it for 90 days; and

WHEREAS, The Honorable Michael Dunleavy, Governor of Alaska, has issued health mandates to respond to the Covid-19 pandemic, which have resulted in tremendous economic strain and hardship on many individuals, families, and businesses in Homer; and

WHEREAS, 44% of City revenue is budgeted from sales taxes, with another 28% of revenue budgeted from property taxes in FY2020; and

WHEREAS, Under Homer City Code 9.16.010, dedicated City sales tax also provides revenue for the police station project, the Homer Accelerated Roads and Trails fund (HART), and the Homer Accelerated Water and Sewer Project fund (HAWSP); and

WHEREAS, The bulk of City sales tax revenues come in during the second and third fiscal quarters of the year, in line with the typically busy Homer tourist season; and

WHEREAS, The City's 2018 audited General Fund balance was \$6,425,584 and beginning in FY20 \$4,153,169 was assigned as an "emergency fund" that is equal to four months' revenue to be maintained by Council for use only in the event of emergencies, with the remaining balance designated as 'Unassigned Fund Balance'; and

WHEREAS, City activities are also tracked within the Water and Sewer Special Revenue Fund, the Harbor Enterprise Fund, Reserve Funds, Debt Service Funds, and Internal Service Funds all of which may be impacted by economic uncertainty associated with Covid-19; and

42 WHEREAS, The Kenai Peninsula Borough is the tax collection agency for the City of  
43 Homer and is on a fiscal year calendar and as such is currently in their budget process through  
44 which their Administration, under the “Summary Data – Governmental Functions” section of  
45 Mayor Pierce’s proposed FY 21 Annual Budget, has estimated nearly 21% reduction in tax  
46 revenues (sales and property taxes) with an estimated 15% reduction in sales tax returns as a  
47 result of Covid-19 restrictions; and  
48

49 WHEREAS, It is in the best interest of the City to act proactively and plan for long-term  
50 fiscal responsibility across funds and within operations throughout this crisis to continue  
51 providing City services and maintain the City’s workforce through economic uncertainty to the  
52 greatest extent possible; and  
53

54 WHEREAS, The direction provided in this resolution is proactive in nature. Its intent is  
55 to protect the fiscal health of the City and the City’s ability to continue providing essential  
56 services into what is currently an uncertain future. This direction will be followed with staff  
57 reevaluating all capital projects and operational expenses under these new parameters.  
58

59 NOW, THEREFORE BE IT RESOLVED that the City Manager will work with Departments  
60 to assess approved capital projects and will only proceed with projects that are currently  
61 underway, have majority of funds from other sources (i.e. state or federal grants), are  
62 necessary for public safety and welfare, or are recommended to still occur while delaying other  
63 non-critical capital projects.  
64

65 BE IT FURTHER RESOLVED that the City Manager will work with Departments to stretch  
66 operational dollars and spend budgeted funds conservatively and prudently.  
67

68 BE IF FURTHER RESOLVED that the City Council will reassess guidance on capital and  
69 operational spending after the first and second fiscal quarters’ revenue is booked;  
70

71 BE IT FURTHER RESOLVED that the City Council requests the following information from  
72 Administration for a worksession prior to the first meeting in June:

- 73 ○ Updates on all current fund balances and accounts, including reserve accounts,  
74 debt service accounts, the General Fund, Enterprise Fund, and Water Sewer  
75 Special Revenue Fund.
- 76 ○ An update on the 2019 audit and timeline.
- 77 ○ Modeled projections of City revenues for FY20 and FY21 with sales tax revenues  
78 reduced by 15% and 40% and property tax revenues reduced by 10% and 20%.
- 79 ○ Estimates of Fund Balance spending to fill the above projected revenue  
80 reductions.  
81  
82  
83

84 PASSED AND ADOPTED BY THE CITY COUNCIL OF HOMER, ALASKA this 26 day of  
85 May, 2020.

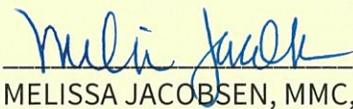
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CITY OF HOMER



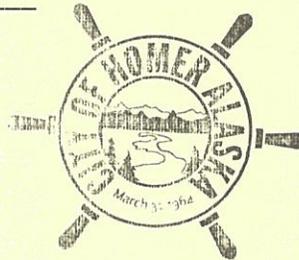
KEN CASTNER, MAYOR

ATTEST:



MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A



1 CITY OF HOMER  
2 HOMER, ALASKA

Venuti/Smith

3  
4 ORDINANCE 19-54(S-2)(A-2)

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 AMENDING THE 2019 CAPITAL BUDGET TO APPROPRIATE AN  
8 AMOUNT NOT TO EXCEED \$50,000 FROM THE HART FUND FOR  
9 THE PURPOSE OF DEVELOPING A WAYFINDING-STREETScape  
10 PLAN FOR THE CITY OF HOMER, AUTHORIZING THE CITY  
11 MANAGER TO PREPARE AN RFP FOR CONSULTANT SERVICES AND  
12 ~~AUTHORIZING THE ESTABLISHMENT OF A WAYFINDING-~~  
13 ~~STREETScape COMMITTEE TO WORK WITH THE CONSULTANT.~~  
14

15 WHEREAS, The Homer City Council established the Economic Development Advisory  
16 Commission (EDC) to advise City Council on ways to improve the local business climate; and  
17

18 WHEREAS, The EDC completed a Business Retention & Expansion (BR&E) Survey with  
19 the goal of identifying areas where the EDC can work to help improve the local business  
20 climate; and  
21

22 WHEREAS, Improved walkability, greenspace and initiatives that showcase Homer's  
23 beauty (particularly in the Pioneer Avenue/Central Business District) were the most frequently  
24 mentioned ideas for improving Homer's business climate and quality of life; and  
25

26 WHEREAS, While a range of factors are important to business success, knowledge of  
27 Homer's various commercial districts, ease of navigation, quality of the street environment  
28 and pedestrian experience are critical to attracting business investment and encouraging  
29 consumer engagement in Homer's commercial districts; and  
30

31 **WHEREAS, Streetscape planning gives us the opportunity to increase business**  
32 **activity, generate tax revenue and a high return on investment in our central business**  
33 **district with pedestrian-friendly infrastructure and land use improvements such as a**  
34 **connected, easily walkable set of sidewalks and trails that offer personal security and**  
35 **traffic safety, public parking solutions, and public gathering or resting areas at**  
36 **reasonable intervals; and**  
37

38 WHEREAS, The EDC has determined that a wayfinding-streetscape plan (a plan and  
39 design standards to guide City improvements and enhancements such as wayfinding signage,  
40 landscaping, benches, trash receptacles, pocket parks, etc.) will support BR&E business  
41 climate goals and be a catalyst for economic activity; and

42 WHEREAS, Establishing a wayfinding-streetscape (WF-SS) system is consistent with  
43 goals in the City of Homer Comprehensive Plan, the Non-Motorized Transportation & Trail Plan  
44 and the Homer Spit Comprehensive Plan; and

45  
46 WHEREAS, A WF-SS plan builds upon citizen interest in Pioneer Avenue through the  
47 Pioneer Avenue Revitalization Task Force's efforts to make a more attractive, vibrant Pioneer  
48 Avenue business district; and

49  
50 WHEREAS, The scope and objectives for a WF-SS plan have been proposed by the EDC  
51 and have been endorsed by the Homer Planning Commission, Park Arts, Recreation and  
52 Culture Advisory Commission and by community organizations and businesses; and

53  
54 WHEREAS, Best practices for WF-SS plan development would utilize input from a broad-  
55 based local steering committee and the design and outreach expertise of a professional  
56 consultant to work with the public, the City and State agencies responsible for managing  
57 public right-of-ways; **and**

58  
59 **WHEREAS, Upon completion of the WF-SS Plan RFP, City Council will consider a**  
60 **resolution authorizing staff to assemble a WF-SS Committee to serve as a communication**  
61 **link between citizens, user groups, city staff and the consultant, provide input on current**  
62 **conditions and actively promote the project and public participation by communicating**  
63 **with community members and their respective user groups; and**

64  
65 **WHEREAS, The HART Roads Fund Balance is \$6,243,285.25 and HART Trails Fund**  
66 **Balance is \$636,834.84.**

67  
68 NOW THEREFORE, The City of Homer supports the Wayfinding-Streetscape Plan  
69 proposal and Ordains:

70  
71 Section 1. The FY2019 Capital budget is hereby amended by appropriating no more  
72 than \$50,000 from the HART Fund (split 50/50 between HART Roads and HART Trails) to secure  
73 the services of a professional consultant to facilitate the development of a WF-SS Plan through  
74 a competitive bidding process, as follows:

75

Account No.	Description:	Amount:
<b><u>160-0375</u></b>	<b><u>HART Roads Fund</u></b>	<b><u>\$25,000</u></b>
<b><u>165-0375</u></b>	<b><u>Hart Trails Fund</u></b>	<b><u>\$25,000</u></b>

76  
77  
78  
79

80 Section 2. City Council authorizes the City Manager to prepare a Request for Proposals  
81 to secure these consultant services.  
82

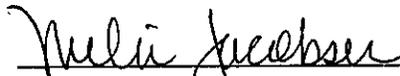
83 **Section 3. City Council authorizes formation of a WF-SS Task Force to work with**  
84 **the consultant as needed on the WF-SS Plan development.**

85  
86 **Section 43.** This is a budget amendment ordinance is temporary in nature, and shall not  
87 be codified.

CITY OF HOMER

88  
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92 KEN CASTNER, MAYOR

93  
94 ATTEST:

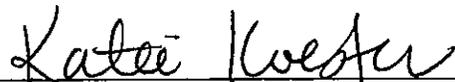
95   
96  
97 MELISSA JACOBSEN, MMC, CITY CLERK

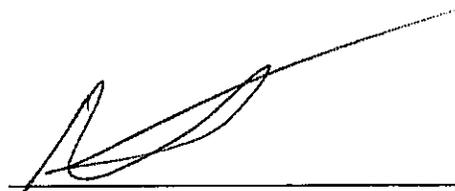


98  
99 YES: 6  
100 NO: 0  
101 ABSTAIN: 0  
102 ABSENT: 0

103  
104 First Reading: 11.25.19  
105 Public Hearing: 12.9.19  
106 Second Reading: 12.9.19  
107 Effective Date: 12.10.19

108  
109  
110 Reviewed and approved as to form:

111  
112   
113  
114 Katie Koester, City Manager

  
Michael Gatti, City Attorney

115  
116 Date: 12.16.19

Date: 12/20/19



## **Memorandum 19-161**

TO: City Council and Mayor Castner

THROUGH: Katie Koester, City Manager

FROM: Jenny Carroll, Special Projects & Communications Coordinator

DATE: December 4, 2019

SUBJECT: Additional Information on WF-SS Plan scope and proposed Task Force

This memo provides City Council with more information regarding the scope of the Wayfinding Streetscape Plan and proposes restructuring the WF-SS Task Force proposed in Ordinance 19-54(S)(A).

*WF-SS Scope:* The following provides a framework from which staff will develop a detailed RFP including specific project tasks, deliverables and timetable. The amendment adding public parking solutions to the streetscape scope expands the original scope of the project. If exploring public parking options/solutions in the Central Business District remains part of the scope, Council should consider authorizing more funds to cover this additional deliverable or have clear expectations about the limited nature of parking within a WF-SS plan (e.g. identify strategic locations for public parking that promote walkability within each primary commercial district).

*WF-SS Task Force:* The EDC proposed a Task Force for the purpose of bringing representatives of various user groups together to provide input to the consultant on current conditions, to provide information about specific user groups and their wayfinding/streetscape needs, and to promote robust citizen engagement in focus groups and public meetings. Items 4.b. and 5.b below address the envisioned role of the proposed WF-SS Task Force.

The purpose of the proposed WF-SS Task Force lacks specific criteria required by City Council Resolution 19-051 to authorize a Task Force, specifically deliverables to City Council. WF-SS Plan deliverables is the job of the consultant. Therefore, staff recommends an amendment to Ordinance 19-54(S)(A), striking Task Force authorization from Section 3 and adding a Whereas clause which supports creation of a WF-SS Committee.

The WF-SS Committee would meet monthly at a regular time to serve as a communication link between citizens, user groups, city staff and the consultant and actively promote the project and public participation by communicating with community members and their respective user groups. The Committee's function is better served by a more informal worksession setting with City staff and/or the consultant as facilitator. The City has successfully utilized a similar structure before,

namely for the PARC Needs Assessment in 2014, the Comprehensive Plan in 2006-7 and the Climate Action Plan in 2005.

Staff will work with user groups (e.g. Pioneer Avenue Revitalization Task Force, Independent Living Center, Senior Center, trail advocates, Park, Arts, Recreation and Culture Commission, Planning Commission, Chamber of Commerce, arts groups and community business owners, etc.) to solicit broad-based representation on the Committee. Committee membership will be solicited and completed during the time the WF-SS RFP is advertised. Meetings will be regularly scheduled and conclude when a final plan is ready for presentation to City Council. Staff will provide a follow-up informational memo to City Council at the time the WF-SS Committee is being formed.

### **Wayfinding-Streetscape Plan Objectives**

1. Help distribute economic activity among Homer's primary commercial districts by:

- Informing the travelling public about Homer's primary commercial districts; and
- Assisting them in navigating between these districts and to key destinations within the central business district.

2. Encourage pedestrian activity and foster economic development along Pioneer Avenue and within the Central Business District by:

- Providing realistic streetscape amenities that, when combined, create an inviting, safe, dynamic and desirable character and feel.

The City plans to use the plan to guide future City purchases and placements of wayfinding-streetscape enhancements.

### **Scope of Work:**

1. Develop a wayfinding plan to include the following:

- a. Identify appropriate location and propose sign design for permanent orientation signage at Homer's gateways: Baycrest Overlook and Pioneer Dock; and
- b. Identify need for, appropriate locations for and propose sign design for minimal, but effective vehicular directional/gateway signage at route decision points (e.g. from the Sterling Highway onto Pioneer Avenue and to Old Town); and
- c. Design and locate pedestrian route finding signage to main attractions and trail systems keeping safety, maintenance costs and replacement costs in mind; and
- d. Propose sign designs that can be cohesive across the City while enhancing and reflecting the distinctive character of each economic district; and
- e. Steps to reduce existing sign clutter.

2. Develop realistic streetscape and public space improvements to enhance the quality of the street environment and enhance pedestrian experience and safety in the Central Business District, primarily along the Pioneer Avenue corridor and on routes from Pioneer Avenue to main attractions:

- a. Locations for street furniture to provide pedestrian rest stops that will not interfere with maintenance activities; and

- b. Propose designs for durable street furniture that can withstand the elements (e.g. benches or other seating, refuse receptacles, bicycle amenities); and
- c. Evaluate potential for landscaping/pocket parks to house rest stops; and
- d. Provide plant list of salt and moose tolerant vegetation along busy streets; and
- e. Design pole banners to utilize existing infrastructure on Pioneer Avenue; and
- f. Other realistic ways to improve quality of the street environment to help meet objectives.

### 3. Develop an Implementation Strategy

- a. To enable City staff to carry out the results contained in the WF-SS Plan in a manner that is fiscally and operationally logical.

### 4. Participation in Project Meetings

- a. Consultant will work with City staff to discuss project progress/direction and to acquire necessary materials already produced including but not limited to the Comprehensive Plan and the Non-Motorized Transportation and Trail Plan; and
- b. Consultant will work with WF-SS Task Force through City staff to gain input on current conditions and help identify user groups and their specific wayfinding/streetscape needs; and
- c. Consultant will be knowledgeable of and work with State of Alaska on ROW requirements/permissions.

### 5. Develop a Communications Program for Community Engagement

- a. Develop and establish a transparent and inclusive community engagement process to build upon previous community work to refine and articulate a shared vision of wayfinding-streetscape improvements;
- b. Consultant will work with WF-SS Task Force (through City staff) to promote robust citizen participate in public input meetings including Council and task force meetings and potential focus groups.
- c. Consultant will be expected to make multiple site visits to Homer for stakeholder engagement.

In response to the RFP, the Consultant may expand on these tasks, provide detail on how they are to be accomplished, and/or suggest additional tasks as warranted to meet the stated project objectives.

### **Estimated Timeframe subject to change:**

January 2020: create RFP

February: Advertising and proposal submission and solicit for WF-SS Committee members

March: Selection of consultant, finalize contract

April: Project Kick-Off

September: Final deliverables due from consultant

October/Nov: Presentation of plan to City Council, plan adoption



## Memorandum

TO: City Council and Mayor Castner

THROUGH: Katie Koester, City Manager

FROM: Economic Development Advisory Commission

DATE: November 18, 2019

SUBJECT: Advisory Commission support for the Wayfinding-Streetscape Plan Ordinance  
Authorizing funds for developing a Wayfinding-Streetscape Plan for the City of Homer

---

After working on the Wayfinding-Streetscape Plan proposal for 18 months, the Economic Development Commission held a joint worksession on October 16, 2019 to review and discuss the proposal with the Planning Commission and the Park, Arts, Recreation and Culture Advisory Commission.

After the worksession, each commission addressed the Ordinance at their regularly scheduled business meetings and each voted unanimously in support of the draft ordinance for adoption by the City Council. Excerpts from the meeting minutes are attached for your reference.

### **Economic Development Commission**

**Recommendation:** Adopt Ordinance authorizing the development of a wayfinding-streetscape plan for the City of Homer.

The purpose of the Task Force was also discussed at the worksession. Consensus was that the Task Force could be set up after creation of the RFP and selection of the consultant to serve as a stakeholder group capable of collecting data and gathering public input under direction of the consultant to inform the planning process. The Task Force would also provide organizational support for and promote community participation in any public meetings, plan open houses, charrette events, etc. scheduled by the consultant.

### ***Proposed Project Scope***

*The EDC recommends a **Wayfinding-Streetscape Plan** with an emphasis on:*

- 1) Pedestrian experience with continuity with vehicle signage, particularly at Homer's gateways;*
- 2) Design that is cohesive, but not necessarily identical and that enhances and reflects the distinctive commercial districts and creative character of Homer;*
- 3) Using all aspects of technological and physical wayfinding signage and tools.*

### **Wayfinding Scope**

- 1) Assist pedestrians navigating Pioneer Avenue and to points of interest in the Central Business District;*
- 2) Orientation wayfinding at Homer's gateways;*
- 3) Making connections between Homer's destination areas (i.e. Old Town, the Spit, Farmer's Market, and others as identified and agreed upon.)*

### **Streetscape Scope**

- 1) Propose realistic streetscape and public space improvement options along Pioneer Avenue and to points of interest within the Central Business District*
- 2) A strategic approach for implementation of any combination of the following elements:*
  - Accessibility • Banners • Trash cans*
  - Landscaping (plant lists, use of gardens)*
  - Pedestrian rest stops and street furniture:*

F. Wayfinding, Next Steps

Chair Lewis introduced the item by reading of the title and requested a motion.

HARRALD/ARCHIBALD MOVED TO RECOMMEND TO CITY COUNCIL TO ADOPT ORDINANCE 19-XX TO FUND UP TO \$50,000 FROM THE HART FUND FOR THE PURPOSE OF DEVELOPING A WAYFINDING AND STREETScape PLAN.

Per questions from Commissioner Archibald, Deputy City Planner Engebretsen clarified that likely the funding for the plan would come from a split of road and trail funds, which will be up to City Council to decide. Further discussion ensued on the reasons in support of having a Wayfinding-Streetscape Plan and ensuring that PARCAC has a voice during the creation of the plan.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

---

**PLANNING COMMISSION  
REGULAR MEETING  
OCTOBER 16, 2019**

**NEW BUSINESS**

Memorandum from Jenny Carroll re: Wayfinding, Next Steps

Chair Venuti introduced the item by reading the title into the record.

Deputy City Planner Engebretsen requested a motion of support from the Commission to forward to City Council.

BENTZ/BOS MOVED TO RECOMMEND THE PLANNING COMMISSION SUPPORTS THE INITIATIVE TO CREATE WAYFINDING AND STREETScape PLAN AND FORWARD TO CITY COUNCIL.

Commissioner Bentz provided a recap of the joint worksession between members of the Economic Development Advisory Commission, Parks Art Recreation & Cultures Advisory Commission and the Planning Commission. She noted the following was discussed and reviewed:

- Work product on the initiative
- Draft ordinance and outline of work efforts
- Timeline
- Consultant to develop wayfinding and streetscape plan
- Possibility of Updated map of the city
- Interest in working together to achieve multiple goals such as marketing , non-motorized transportation

Further comments from the Commission on the goals of the plan, interest from business owners, not getting bogged down in the color palette and not addressing technical design, meshing with current plans and that it will be more of a technical planning document.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

**CLERK'S AFFIDAVIT OF POSTING**

I, Melissa Jacobsen, City Clerk for the City of Homer, Alaska, do hereby certify that a copy of the Public Hearing Notice for:

Ordinance 20-86, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an Arts and Culture CARES Act Matching Grant from the Rasmuson Foundation in the Amount of \$50,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

Ordinance 20-87, An Ordinance of the City Council of Homer, Alaska Extending the Suspension of Homer City Code Chapter 5.42 Single-Use Plastic Bags to December 31, 2020 and Affirming January 1, 2021 as the date in which Merchants Shall Discontinue Providing Single-Use Plastic Carryout Bags. Aderhold/Venuti.

Ordinance 20-88, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY 2020 State Homeland Security Program Grant in the Amount of \$65,685 to Upgrade the City's Radio Communication System with the Purchase and Deployment of Portable Radios and Mobile Repeaters for the Homer Volunteer Fire Department and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

was published in the Homer News November 19, 2020 posted at City Hall and the Homer Public Library on September 19, 2020, and posted on the City website on September 18, 2020.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal of said City of Homer this 19<sup>th</sup> day of November, 2020



Melissa Jacobsen, MMC, City Clerk



**CITY OF HOMER  
PUBLIC HEARING NOTICE  
CITY COUNCIL MEETING**

**Ordinances 20-86, 20-87, 20-88**

A **public hearing** is scheduled for **Monday, November 23, 2020** during the Regular City Council Meeting. The meeting begins at 6:00 p.m. via a Zoom webinar at zoom.us or Telephone Dial 1-669-900-6833 or 1-253-215 8782; (Toll Free) 888-788-0099 or 877- 853-5247; use Webinar ID: 205 093 973 and Password: 610853

Ordinance 20-86, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an Arts and Culture CARES Act Matching Grant from the Rasmuson Foundation in the Amount of \$50,000 and Authorizing the City Manager to Execute the Appropriate Documents. City Manager.

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\*\*Copies of proposed Ordinances in entirety, are available for review online at <https://www.cityofhomer-ak.gov/ordinances>, and will be provided by request at the Homer City Clerk's Office while City Offices are closed to the public during this COVID-19 pandemic. Contact the Clerk's Office at City Hall if you have any questions. 235-3130, Email: [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us)

Melissa Jacobsen, MMC, City Clerk  
Ad 20-098 111920

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-86**

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an Arts and Culture CARES Act Matching Grant from the Rasmuson Foundation in the Amount of \$50,000 and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting November 9, 2020 Introduction
2. City Council Regular Meeting November 23, 2020 Public Hearing and Second Reading

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 20-86**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING AND APPROPRIATING AN ARTS AND CULTURE CARES ACT MATCHING GRANT FROM THE RASMUSON FOUNDATION IN THE AMOUNT OF \$50,000 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City of Homer Nonprofit Economic Relief Grant (NERG) program responded to the economic hardships City of Homer nonprofits suffered due to lost revenue as a result of the COVID-19 pandemic and associated health mandates between March 1 and December 30, 2020; and

WHEREAS, City Council Resolution 20-066 authorized the City of Homer to apply for a Rasmuson Foundation Municipal Arts and Culture Matching Grant to leverage funds to augment the NERG program impact; and

WHEREAS, the City is pleased to have been awarded \$50,000 from the Rasmuson Foundation in CARES Act municipal matching funds for distribution to the following local arts and culture organizations in the following amounts:

- Bunnell Street Arts Center at \$8,646.78;
- Homer Council on the Arts at \$8,646.78;
- Homer OPUS at \$8,646.78;
- Homer Society of Natural History, Inc. at \$8,646.78;
- Pier One Theatre, Inc. at \$8,646.78; and
- StoryKnife Writer’s Retreat at \$6,766.10.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates a Municipal Arts and Culture Matching Grant to the City of Homer from the Rasmuson Foundation in the amount of \$50,000.00 for the purpose of supporting local arts and culture organizations.

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Rasmuson Foundation CARES Act Matching Grant Program	\$50,000.00

Expenditure:

43	<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
44		COVID-19 Response Fund	\$50,000.00

45  
46 Section 2. The City Manager is authorized to execute the appropriate documents.

47  
48 Section 3. This is a budget amendment ordinance, is temporary in nature, and shall  
49 not be codified.

50  
51 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23 day of November, 2020.

52  
53  
54 CITY OF HOMER

55  
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57 \_\_\_\_\_  
58 KEN CASTNER, MAYOR

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60 ATTEST:  
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63 \_\_\_\_\_  
64 MELISSA JACOBSEN, MMC, CITY CLERK

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68 Introduction:  
69 Public Hearing:  
70 Second Reading:  
71 Effective Date:

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73 YES:  
74 NO:  
75 ABSENT:  
76 ABSTAIN:

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78 Reviewed and approved as to form:

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80 \_\_\_\_\_  
81 Robert Dumouchel, City Manager

\_\_\_\_\_

Michael Gatti, Attorney

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83 Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-87**

An Ordinance of the City Council of Homer, Alaska Amending Extending the Suspension of Homer City Code Chapter 5.42 Single-Use Plastic Bags to December 31, 2020 and Affirming January 1, 2021 as the date in which Merchants Shall Discontinue Providing Single-Use Plastic Carryout Bags.

Sponsor: Aderhold/Venuti

1. City Council Regular Meeting November 9, 2020 Introduction
2. City Council Regular Meeting November 23, 2020 Public Hearing and Second Reading

**CITY OF HOMER  
HOMER, ALASKA**

Aderhold/Venuti

**ORDINANCE 20-87**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
EXTENDING THE SUSPENSION OF HOMER CITY CODE CHAPTER  
5.42 SINGLE-USE PLASTIC BAGS TO DECEMBER 31, 2020 AND  
AFFIRMING JANUARY 1, 2021 AS THE DATE IN WHICH MERCHANTS  
SHALL DISCONTINUE PROVIDING SINGLE-USE PLASTIC  
CARRYOUT BAGS.

WHEREAS, At the October 1, 2019 City of Homer Regular Election Proposition A was passed by voters to add Homer City Code (HCC) Chapter 5.42 Single-Use Plastic Carryout bags, the purpose of which is to prohibit a seller from providing a buyer a single-use plastic carryout bag under 2.5 mils thick; and

WHEREAS, Ordinance 20-14 was adopted on April 13, 2020 and changed the deadline for providing single-use plastic bags from February 14, 2020 to September 15, 2020; and

WHEREAS, Emergency Ordinance 20-18 was adopted on March 23, 2020 and suspended Chapter 5.42 allowing single-use plastic bags until the state of emergency due to COVID-19 is lifted; and

WHEREAS, Homer City Council extended the City's emergency declaration to December 31, 2020 with the adoption of Resolution 20-113; and

WHEREAS, The suspension of HCC Chapter 5.42 will be lifted on January 1, 2021 and merchants shall discontinue providing single-use plastic carryout bag in accordance with said chapter.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The suspension of HCC Chapter 5.42 shall expire on December 31, 2020.

Section 2. Merchants shall discontinue providing single-use plastic carryout bags in accordance with HCC 5.42 effective January 1, 2021.

Section 3. This Ordinance is of a permanent and general character.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 23<sup>rd</sup> day of November, 2020.

CITY OF HOMER

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ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:  
NO:  
ABSTAIN:  
ABSENT:

Reviewed and approved as to form:

\_\_\_\_\_  
Robert Dumouchel, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
KEN CASTNER, MAYOR

\_\_\_\_\_  
Michael Gatti, City Attorney

Date: \_\_\_\_\_

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-88**

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY 2020 State Homeland Security Program Grant in the Amount of \$65,685 to Upgrade the City's Radio Communication System with the Purchase and Deployment of Portable Radios and Mobile Repeaters for the Homer Volunteer Fire Department and Authorizing the City Manager to Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting November 9, 2020 Introduction
  - a. Memorandum 20-188 from Fire Chief as backup
2. City Council Regular Meeting November 23, 2020 Public Hearing and Second Reading

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 20-88**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING AND APPROPRIATING AN FY 2020 STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$65,658 TO UPGRADE THE CITY'S RADIO COMMUNICATION SYSTEM WITH THE PURCHASE AND DEPLOYMENT OF PORTABLE RADIOS AND MOBILE REPEATERS FOR THE HOMER VOLUNTEER FIRE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The City's entire radio communication system is aging and must be replaced soon to keep up with technological advances in order to support the City of Homer's ability to prevent, protect against, respond to and recover from all hazard events; and

WHEREAS, Homer Volunteer Fire Department radio communication system upgrades is a project in the City of Homer Capital Improvement Plan; and

WHEREAS, the City is pleased to have been awarded \$65,658 from the Division of Homeland Security and Emergency Management (DSH&EM) to purchase and deploy mobile repeaters and upgrade vehicle mounted mobile radios for the Homer Volunteer Fire Department.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates a 2020 State Homeland Security Program Grant to the City of Homer from the DHS&EM in the amount of \$65,658.00 for the purpose of upgrading the City's radio communication system as follows:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	State Homeland Security Grant Program	\$65,658

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Homer Volunteer Fire Department Mobile Repeaters And Portable Radio Replacements	\$65,658

43            Section 2. The City Manager is authorized to execute the appropriate documents.

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45            Section 3. This is a budget amendment ordinance, is temporary in nature, and shall  
46 not be codified.

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48            Section 4. Sole source procurement from the manufacturer is hereby authorized.

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50            ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_ day of \_\_\_\_\_, 2020.

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CITY OF HOMER

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\_\_\_\_\_  
KEN CASTNER, MAYOR

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59 ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

64

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66 Introduction:

67 Public Hearing:

68 Second Reading:

69 Effective Date:

70

71 YES:

72 NO:

73 ABSENT:

74 ABSTAIN:

75

76 Reviewed and approved as to form:

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79 \_\_\_\_\_  
Robert Dumouchel, City Manager

\_\_\_\_\_  
Michael Gatti, Attorney

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81 Date: \_\_\_\_\_

Date: \_\_\_\_\_



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Volunteer Fire Department

604 East Pioneer Ave  
Homer, Alaska 99603

[fire@cityofhomer-ak.gov](mailto:fire@cityofhomer-ak.gov)

(p) 907-235-3155

(f) 907-235-3157

### Memorandum 20-188

TO: Mayor and City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Mark Kirko, Fire Chief  
DATE: November 5, 2020  
SUBJECT: FY2020 SHSP Grant Acceptance & Procomm Alaska Sole Source Request

---

We have received an FY2020 grant award from Homeland Security to make important upgrades to the HVFD Public Safety Communications System.

The grant of \$56,658.00 is to purchase hand-held radios carried by first responders and installing mobile repeaters in the Department's command vehicles.

This equipment will enhance our operational capabilities and bring us in line with ICS compliance. HVFD portable radio units are used on a daily basis and subject to the daily wear and tear, constant exposure to temperature fluctuations, a harsh coastal climate, dust, dirt, saltwater and unimproved bumpy roads common in our area.

I recommend accepting this grant as the units are sixteen years old and have aged out of their expected functional life span. Due to their age, they are no longer supported by the manufacturer with spare parts or software upgrades. Without manufacturer support, they are highly vulnerable to hardware/parts failure, software glitches and malfunction due to computer virus without recourse.

I also request that this purchase be approved for a sole source purchase through ProComm Alaska.

We have to purchase Motorola Brand equipment. The Motorola equipment is the only equipment that will interface properly with our existing system allowing system functionality to remain the same. We currently conduct the vast majority of our radio communications on the State Of Alaska's Land Mobile Radio System, (ALMR). Utilizing ALMR gives us the capability to easily and efficiently coordinate and participate in mutual-aid and multi-agency responses to any natural disaster or serious public safety incident and provides for complete interoperability between all responders.

We request to complete this project with a sole source contract to ProComm Alaska for the following reasons:

ProComm Alaska, (PCA), has serviced our radio system for over 17 years. Their service has been superb and delivered in an extremely professional manner. They are intimately familiar with our system and the unique radio frequency anomalies in our area. They have installed every piece of radio equipment in our system.

PCA is the only firm in the state authorized to function as a full service manufacturer's representative for Motorola. They are the only firm in the state capable of providing new Motorola brand equipment to us and integrating it into our system.

PCA is Motorola's only certified APCO P25 Systems Specialist in the State of Alaska. Public safety radio systems must meet P25 standards.

PCA is the only radio service provider in the state that provides public safety certified technicians with Motorola factory training. PCA technicians are also third party certified by the Electronics Technicians Association International.

To help ensure we are obtaining the best possible pricing, we contacted the Motorola Factory Representative for Alaska. Our pricing is based on the annually re-negotiated NASPO Value Point.





# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto: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: November 19, 2020  
SUBJECT: City Manager's Report for November 23<sup>rd</sup> Council Meeting

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#### **Melissa Jacobsen Awarded Clerk of the Year by Alaska Association of Municipal Clerks**

I am very excited to extend congratulations to City Clerk Melissa Jacobsen for being recognized as Alaska's Clerk of the Year. I have been continually impressed by the high level of work that comes out of the Clerk's Office since arriving in Homer, and I'm glad to see that her peers throughout the state also recognize the value she provides to both her local community and the statewide network of city clerks. Nothing works without clerks, and I'm very happy to have such an exceptional City Clerk on our team.

#### **Good Luck and Goodbye to Rachel Friedlander**

I also want to extend congratulations to Rachel Friedlander who is preparing to transition into the position of City Manager for the City of Seldovia. Rachel has served the City of Homer as Executive Assistant to the City Manager for the last two years and has been an absolute all-star for our organization. I'm very grateful for the support she has provided me in the early days of my tenure here in Homer. I look forward to having her as a colleague and hope that our two communities will benefit from the strong working relationship we've forged here in City Hall.

#### **Greetings from Consul Aniya**

Mayor Castner received a letter dated November 3<sup>rd</sup> from Consul Aniya who was appointed as Head of the Consular Office of Japan in Anchorage May of this year. Last year, Mayor Castner convened a group of three members of the public interested in furthering the relationship Homer has with its sister city, Teshio. One of the members, Megumi, has assisted the City with translation of correspondence sent to the Mayor of Teshio and even brought gifts from Homer for his office when she traveled to Japan at the beginning of the year. The City has yet to receive a response from Teshio however Consul Aniya's engagement with Homer could be yet another way to strengthen relations with our sister city. Staff are helping the Mayor make arrangements with Consul Aniya's office to participate in the future "Japan-Alaska Sister City forum" he mentions in his letter and will provide updates to Council as this moves forward.

#### **Intersection of Soundview and Sterling Highway**

Prior to the pandemic, there had been some outreach by community members and local schools to improve safety conditions at the intersection of Soundview and Sterling Highway. Councilmembers Lord and Venuti revived this issue with my office and I did some outreach to AKDOT. I have sent them a letter indicating the existence of a safety concern. The letter also requests a safety assessment and recommendations for improvements from their team. After the review and recommendations are complete, I will assess the path forward and inform Council of the outcome.

### **De-escalation Training**

As a follow up to my last report, arrangements are being made through AMLJIA to provide de-escalation training to staff later this month. We'll be digitally hosting three 90-minute sessions to try and capture as many participants as possible.

### **Virtual Conferences**

The Alaska Municipal League and Alaska Municipal Management Association held virtual conferences which spanned the last two weeks. I participated in select sessions from both conferences.

## **COVID-Related Updates**

### **COVID Framework Reviews**

I continue to meet with staff to review our risk status according to the framework. I have a review scheduled for the afternoon of the 19<sup>th</sup> (after I submit this report for publication). If any changes in risk level are determined through that process I will communicate that to Council.

### **Council Chambers COVID Remodel**

The Council Chambers remodel is well underway. Much of the new dais has been constructed and the old dais will be removed from Chambers the week of the 23<sup>rd</sup>. Work will begin shortly on the clerk's desk and podium. IT is wrapping up the details for the tech upgrades.

Enclosures:

1. Employee Anniversaries
2. Letter from Consul Aniya and Mayor Castner's response
3. Letter to AKDOT regarding intersection of Soundview and Sterling Highway



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL  
FROM: Andrea Browning  
DATE: November 23, 2020  
SUBJECT: November Employee Anniversaries

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I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

<b>Dave Shealy,</b>	<b>Police</b>	<b>23</b>	<b>Years</b>
<b>Lisa Ellington,</b>	<b>Port</b>	<b>14</b>	<b>Years</b>
<b>Jenna deLumeau,</b>	<b>Finance</b>	<b>11</b>	<b>Years</b>
<b>Ian Overson,</b>	<b>Police</b>	<b>9</b>	<b>Years</b>
<b>Rachel Friedlander,</b>	<b>Admin</b>	<b>2</b>	<b>Years</b>

## Consular Office of Japan

3601 C Street, Suite 1300  
Anchorage, AK 99503  
PHONE: (907) 562-8424  
FAX: (907) 562-8434

Dear Mr. Ken Castner, Mayor of Homer,

November 3, 2020

My name is Masaru Aniya, and I was appointed as the Director of the Consular Office of Anchorage in June this year. I will do my best to promote friendship between Japan and Alaska with my wife, Yukiko. Thank you for your cooperation.

I understand that Homer City and Teshio Cho have promoted friendly relations between citizens through the exchanges. Citizen exchange plays a very important role in bilateral relations. It transcends political and economic relationships, which are sometimes influenced by changing times, and plays a major role in the field of education, which focuses the eyes of young people on international relations.

There is a famous Beethoven saying, from when he wrote the 9th Symphony and released it to the world, in which he expressed, "From the Heart - May it go back to the Heart".

I think that particles of joyful emotion are scattered in the hearts of everybody in the world. I think we can share those particles of joyful emotion within the group of sister cities. It is like if someone says, "I was moved by the film about Fred Rogers," and someone who heard that saw the film, and was moved again. Though it is a small matter, this is a very important moment which could change the direction of someone's life.

Sister city relations will continue to be developed by the independent initiatives of both cities. As sister city relations are being promoted between Japanese municipalities and Alaska, the Consular Office of Japan in Anchorage would also like to start activities to promote this important bond as a whole. Our Office has decided to launch the "Japan-Alaska Sister City Forum" to promote bilateral exchanges while casually discussing and sharing wisdom, so that exchanges can continue despite the COVID-19 pandemic. In the near future, we would like to hold an online meeting (using an app such as Microsoft Teams or Zoom) with persons in charge of each sister city relationship. Therefore, I would greatly appreciate it if you would let us know the name and contact information (email address) of the person who manages your sister city relationship.

Although it is the last note but not the least, I pray for your good health and further achievements in the future.



Masaru Aniya  
Consular Office of Anchorage



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the Mayor

491 East Pioneer Avenue  
Homer, Alaska 99603

[mayor@ci.homer.ak.us](mailto:mayor@ci.homer.ak.us)

(p) 907-235-3130

(f) 907-235-3143

November 12, 2020

Honorable Masaru Aniya, Director  
Consular Office of Japan  
3601 C Street, Suite 1300  
Anchorage, Alaska 99503

Dear Mr. Aniya:

How delightful to receive your letter, and congratulations on your appointment. The pandemic of the novel virus has placed many unwelcomed restraints on our lives and activities, and the mandates of distancing have strained relationships we took for granted.

Your idea of a forum is a good one. Shortly before the onset of the viral spread, we delivered a New Year's greeting to our Sister City of Teshio. We hoped that 2020 would bring us back together in Japan for a personal exchange of peace and goodwill and the continued commitment to achieve the goals you so elegantly speak of in your letter.

Meetings over the internet (Zoom) have become our "new normal" and we would be delighted to introduce our Sister City Committee to you and have a discussion about planning a wider-attended forum.

Should the occasion arise that you think you could safely travel, we would welcome a visit in Homer with you and your wife. We would very much like to meet you.

Rachel Friedlander is employed by the City of Homer, and she would be the one to handle the arrangements. I will ask her to make acquaintance with Mr. Hughes of your office.

With very best wishes and prayers for good health,

Ken Castner, Mayor  
City of Homer

cc: Sister City Committee  
cc: Mr. Michael Hughes, via email



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

November 13, 2020

Joselyn Biloon

Kenai Area Planner, AKDOT&PF

PO Box 196900

Anchorage, AK 99519

Electronically submitted: [joselyn.biloon@alaska.gov](mailto:joselyn.biloon@alaska.gov)

Ms. Biloon,

The City of Homer has a safety concern regarding the intersection of Soundview Avenue and the Sterling Highway. This intersection is used by many drivers, cyclists, and pedestrians. Schools including West Homer Elementary and Fireweed Academy are located nearby and there is a significant amount of activity at this intersection while parents are picking up or dropping off their children. The Homer Police Department has received several complaints over the past five years about this intersection, almost all from the school district. The main complaint is very slow moving traffic when students are either showing up or leaving. As the vehicles leave the school, most go to the intersection and turn left to come back into town.

I would like to request assistance from the Alaska Department of Transportation and Public Facilities in the form of a safety assessment, including traffic counts of all types of road users, and recommendations for safety improvements regarding the intersection of the Sterling Highway and Soundview Avenue.

If I can be of any assistance in providing additional information, please let my office know.

Best regards,

Rob Dumouchel, City Manager

CC:

Chief Robl, Homer Police Department

Jan Keiser, Homer Public Works Director

Eric Waltenbaugh, Principal of West Homer Elementary

Todd Hindman, Principal of Fireweed Academy



Vicinity Map

West  
Homer  
EI



City of Homer  
Planning and Zoning Department  
11/9/2020

**Soundview Ave and  
Sterling Hwy Intersection  
2018**



*Disclaimer  
It is expressly understood the City of  
Homer its council, board,  
departments, employees and agents are  
not responsible for any errors or omissions  
contained herein, or deductions, interpretations  
or conclusions drawn therefrom.*

**CITY OF HOMER  
HOMER, ALASKA**

Lord/Aderhold

**RESOLUTION 20-077**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
ADOPTING A RESERVE FUND POLICY FOR THE COLLECTION AND  
USE OF WATER AND SEWER DEPRECIATION RESERVE FUNDS.

WHEREAS, Homer City Council instituted a two-year budget in December 2019 (Ordinance 19-51(A)); and

WHEREAS, As part of that budgeting process, Homer City Council discussed and initiated the process of establishing reserve fund policies; and

WHEREAS, Water and Sewer Depreciation Reserve funds are collected by Homer water and sewer rate payers; and

WHEREAS, Per Homer City Code 9.16.010(b), the City of Homer collects a three-quarters percent tax to fund the Homer Accelerated Water and Sewer Program (HAWSP); and

WHEREAS, Concurrently with developing a policy for Water and Sewer Depreciation Reserve funds, Homer City Council is revising the HAWSP policy manual to modernize the language and clarify qualifying criteria for using HAWSP funds; and

WHEREAS, The City of Homer Public Works Department is developing Capital Improvement Plans for water and sewer infrastructure; and

WHEREAS, Having clear policies regarding the use of Water and Sewer Depreciation Reserve funds and HAWSP funds supports the development and implementation of the Capital Improvement Plans.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska adopts the Reserve Fund Policy for the Collection and Use of Water and Sewer Reserve Funds.

PASSED AND ADOPTED by the Homer City Council on this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

43 ATTEST:

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46 MELISSA JACOBSEN, MMC, CITY CLERK

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48 Fiscal Note: N/A

# CITY of HOMER WATER and SEWER DEPRECIATION RESERVES POLICY MANUAL

## Table of Contents

- I. Purpose
- II. Definitions
- III. Qualifying Project Criteria
- IV. Financing
- V. Special Provisions
- VI. History

## I. PURPOSE

The intent of the City of Homer Water and Sewer Depreciation Reserves is to fund improvements, repairs, and replacements to the City's existing water system and sewer system.

In addition to the Water and Sewer Depreciation Reserve funds, the City has a Homer Accelerated Water and Sewer Program (HAWSP). The intent of the Water and Sewer Reserve is to fund projects associated with the existing water and sewer system. HAWSP is intended to fund new water and sewer projects (see HAWSP policy manual for more information).

## II. DEFINITIONS

- a. **Capital Improvement Plan (CIP)** – A multi-year document that lays out priorities for capital projects, including descriptions of each project, rationale for why each project is needed, schedule and progress to date, and estimated total cost
- b. **Fund Balance** – The balance within the water and sewer reserve funds that are not allocated to a project
- c. **HART** – Homer Accelerated Roads and Trails program, a fund established by the voters of the City of Homer and funded by a voter-approved dedicated sales tax, intended to improve roads, sidewalks, and trails within the City of Homer, thereby improving property values and quality of life
- d. **HAWSP** – Homer Accelerated Water and Sewer Program, a fund established by the voters of the City of Homer and funded by a voter-approved dedicated sales tax, intended to improve the health and welfare of the Citizens of Homer by connecting residences to City water and/or sewer, thereby increasing the number of users on the system, increasing property values, and improving the quality of life; the funds may also be used on other water and sewer infrastructure that expand the systems

- e. Water and Sewer System Improvements** – Any work, such as planning, design or construction, etc., which improves the City’s water and sewer infrastructure, including, but not limited to, the extension, expansion, repair or rehabilitation of
- i. The City’s water supply, raw water transmission lines, water treatment facilities, water storage facilities, water distribution lines, fire-fighting devices, and related or similar appurtenances.
  - ii. The City’s sewer collection lines, sewer lift stations, RV Dump Stations, waste water treatment facilities, discharge outfall and related or similar appurtenances.
  - iii. Other facilities related to providing public access to clean water and the sanitary disposal of human wastes to protect public health.

### III. QUALIFYING PROJECT CRITERIA

Criteria for Qualifying Water and Sewer System Improvements: Water and Sewer Reserve funds may be used for projects, which meet ### of the criteria below are met:

- A. The project must be located within City limits.
- B. The project is listed on the citywide CIP, Water or Sewer CIPs, or Water/Sewer Master Plan.
- C. The project addresses exigent issues related to public health and safety as well as actual or imminent regulatory changes.
- D. The project repairs, rehabilitates, or corrects deficiencies in existing water or sewer systems.
- E. The project would reduce maintenance costs.
- F. Other factors deemed appropriate by the City Council.

### G. FINANCING

- Water and sewer reserve expenditures are subject to the availability of funds.
- Projects may be funded through the reserve fund, bonds, grants, or a combination of these or other funding mechanism that may be identified by the City.
- Depending on the nature of the project, reserve and HAWSP funds may be used to fund a project. Reserve funds should be used for portions of the project that improve, repair, or replace existing water or sewer infrastructure while HAWSP funds should be used for portions of the project that result in new water or sewer infrastructure.

### H. SPECIAL PROVISIONS

- The City Council shall review the Water and Sewer Reserve funds biannually during the budget process.
- The Public Works Department will maintain CIPs for Water and Sewer that are presented to City Council for review annually. The Public Works Department may nominate projects from the Water and Sewer CIPs to the Citywide CIP

## I. HISTORY

### *Listing of Ordinances & Resolutions*



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Finance Department

491 East Pioneer Avenue  
Homer, Alaska 99603

[finance@cityofhomer-ak.gov](mailto:finance@cityofhomer-ak.gov)

(p) 907-235-8121

(f) 907-235-3140

## Memorandum 20-165

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Elizabeth Walton, Finance Director  
DATE: October 6, 2020  
SUBJECT: Water and Sewer Rate Model – Rate Scenarios

---

There has been some interest in performing a what-if analysis on adjusting the reserve requirement and its implications on the utility rates. Staff spent time identifying a couple different scenarios that aligned with previous council conversations. Below are descriptions on four different rate scenarios. Included as supplemental information to this memo are detailed rate models for each scenario and a comparison chart. This chart compares each of the proposed rates with our existing 2020 rate.

### **Scenario 1 – Maintain Current Rate Model (15% Reserve Requirement)**

This scenario keeps everything status quo and utilizes a 15% reserve requirement. All other line items and definitions remain consistent with the original proposed model.

The model under these terms proposes the following rates:

#### Water Rates:

Commodity (per gal): \$0.0133

Bulk (per gal): \$0.0173

Monthly Fees: \$13

#### Sewer Rates:

Non-Lift Station: \$0.0157

Lift Station: \$0.0256

**Scenario 2 – Utilize Current Rate Model, Amend to 10% Reserve Requirement**

This scenario utilizes rate model, but amends the reserve requirement to 10% (instead of the original 15%). All other line items and definitions remain consistent with the original proposed model.

The model under these terms proposes the following rates:

Water Rates:

Commodity (per gal): \$0.0126

Bulk (per gal): \$0.0166

Monthly Fees: \$13

Sewer Rates:

Non-Lift Station: \$0.0149

Lift Station: \$0.0247

**Scenario 3 – Utilize Current Rate Structure, Amend Inputs to match 2021 Budgeted Costs**

This scenario utilizes current rate model structure, but amends inputs to match the adopted 2021 budgeted costs. The following line items in the water model were adjusted to match the budget: total revenue required, reserve requirement and service fee deduction. The hydrant rents line item is amended, as it is a fraction of the total revenue required. All other line items and definitions remain consistent with the original proposed model.

The model under these terms proposes the following rates:

Water Rates:

Commodity (per gal): \$0.0130

Bulk (per gal): \$0.0170

Monthly Fees: \$14

Sewer Rates:

Non-Lift Station: \$0.0148

Lift Station: \$0.0249

**Scenario 4 – Utilize Current Rate Model, Amend to 2021 Budgeted Reserve Transfer**

This scenario utilizes the current rate model, but amends the reserve requirement to match the FY21 budgeted reserve transfer (instead of the original 15%). All other line items and definitions remain consistent with the original proposed model.

The model under these terms proposes the following rates:

Water Rates:

Commodity (per gal): \$0.0127

Bulk (per gal): \$0.0167

Monthly Fees: \$13

Sewer Rates:

Non-Lift Station: \$0.0138

Lift Station: \$0.0237

**Current Rates:**

To provide additional context our current rates are as follows:

Water Rates:

Commodity (per gal): \$0.0132

Bulk (per gal): \$0.0172

Monthly Fees: \$13

Sewer Rates:

Non-Lift Station: \$0.0145

Lift Station: \$0.0224

**Recommendation:**

Without a detailed analysis on the budgetary implications of changing the inputs of the rate model it would seem to be worth considering Scenario 3, as it would further connect the model with our budget.

Future considerations should be given to adjusting the schedule of water/sewer rate passage. Some efficiencies could be found in timing the rate setting discussion around our budget schedule.

# Scenario 1 - Rate Calculations

WATER Rate Model	
Revenues	
2020 Total Revenue Required - Water	\$ 1,911,348
15% Reserve Requirement	286,702
Deduct Portion Collected through Service Fee	(286,547)
Hydrant Rents (10% of Total)	(95,567)
Surplus Water Sales (Bulk) surcharge only	(67,796)
Revenue Required for Commodity Rate Calculation	\$ 1,748,140
Water Consumption (Gallons)	
Total Estimated Water Sales	131,000,000
Water Rates:	
Commodity Rate (per gal)	\$ 0.0133
Bulk Rate (per gal)	\$ 0.0173
Monthly Fees	\$ 13
<u>Consumption Additional Information:</u>	
FY19 Gross Meters Water Sales (Gallons)	131,478,500
SEWER Rate Model	
Revenues	
2020 Total Operating Revenue Required - Sewer	\$ 1,627,400
15% Reserve Requirement	244,110
Lift Stations Costs	(217,160)
Pumping Fee	(10,050)
Dumping Station Fees	(5,978)
Multi-Units and K-city (\$5/unit/mo.)	(70,320)
Revenue Required for Commodity Rate Calculation	\$ 1,568,002
Sewer Usage (Gallons)	
Projected Billable Volume	78,000,000
Projected Billable Volume - Lift Zone Only	22,000,000
Total Projected Billable Volume	100,000,000
Sewer Rate	
Non-Lift Station Rate	\$ 0.0157
Lift Station Rate	\$ 0.0256
<u>Lift Station Additional Information:</u>	
FY 19 Actually Billed Gallons (Lift Zone Only)	21,706,300

## Scenario 2 - Rate Calculations

<b>WATER Rate Model</b>	
<b>Revenues</b>	
2020 Total Revenue Required - Water	\$ 1,911,348
10% Reserve Requirement	191,135
Deduct Portion Collected through Service Fee	(286,547)
Hydrant Rents (10% of Total)	(95,567)
Surplus Water Sales (Bulk) surcharge only	(67,796)
Revenue Required for Commodity Rate Calculation	\$ 1,652,573
<b>Water Consumption (Gallons)</b>	
Total Estimated Water Sales	131,000,000
<b>Water Rates:</b>	
Commodity Rate (per gal)	\$ 0.0126
Bulk Rate (per gal)	\$ 0.0166
Monthly Fees	\$ 13
<b>Consumption Additional Information:</b>	
FY19 Gross Meters Water Sales (Gallons)	131,478,500
<b>SEWER Rate Model</b>	
<b>Revenues</b>	
2020 Total Operating Revenue Required - Sewer	\$ 1,627,400
10% Reserve Requirement	162,740
Lift Stations Costs	(217,160)
Pumping Fee	(10,050)
Dumping Station Fees	(5,978)
Multi-Units and K-city (\$5/unit/mo.)	(70,320)
Revenue Required for Commodity Rate Calculation	\$ 1,486,632
<b>Sewer Usage (Gallons)</b>	
Projected Billable Volume	78,000,000
Projected Billable Volume - Lift Zone Only	22,000,000
Total Projected Billable Volume	100,000,000
<b>Sewer Rate</b>	
Non-Lift Station Rate	\$ 0.0149
Lift Station Rate	\$ 0.0247
<b>Lift Station Additional Information:</b>	
FY 19 Actually Billed Gallons (Lift Station Zone Only)	21,706,300

## Scenario 3 - Rate Calculations

<b>WATER Rate Model</b>	
<b>Revenues</b>	
2021 Total Revenue Required - Water	\$ 1,962,599
Reserve Requirement - 2021 Budgeted Transfer	206,071
Deduct Portion Collected through Service Fee	(301,116)
Hydrant Rents (10% of Total)	(98,130)
Surplus Water Sales (Bulk) surcharge only	(67,796)
Revenue Required for Commodity Rate Calculation	\$ 1,701,629
<b>Water Consumption (Gallons)</b>	
Total Estimated Water Sales	131,000,000
<b>Water Rates:</b>	
Commodity Rate (per gal)	\$ 0.0130
Bulk Rate (per gal)	\$ 0.0170
Monthly Fees	\$ 14
<b>Consumption Additional Information:</b>	
FY19 Gross Meters Water Sales (Gallons)	131,478,500
<b>SEWER Rate Model</b>	
<b>Revenues</b>	
2021 Total Operating Revenue Required - Sewer	\$ 1,734,023
Reserve Requirement - 2021 Budgeted Transfer	54,594
Lift Stations Costs	(222,021)
Pumping Fee	(10,050)
Dumping Station Fees	(6,156)
Multi-Units and K-city (\$5/unit/mo.)	(70,320)
Revenue Required for Commodity Rate Calculation	\$ 1,480,070
<b>Sewer Usage (Gallons)</b>	
Projected Billable Volume	78,000,000
Projected Billable Volume - Lift Zone Only	22,000,000
Total Projected Billable Volume	100,000,000
<b>Sewer Rate</b>	
Non-Lift Station Rate	\$ 0.0148
Lift Station Rate	\$ 0.0249
<b>Lift Station Additional Information:</b>	
FY 19 Actually Billed Gallons (Lift Station Zone Only)	21,706,300

## Scenario 4 - Rate Calculations

<b>WATER Rate Model</b>	
<b>Revenues</b>	
2020 Total Revenue Required - Water	\$ 1,911,348
Reserve Requirement - 2021 Budgeted Transfer	206,071
Deduct Portion Collected through Service Fee	(286,547)
Hydrant Rents (10% of Total)	(95,567)
Surplus Water Sales (Bulk) surcharge only	(67,796)
Revenue Required for Commodity Rate Calculation	\$ 1,667,509
<b>Water Consumption (Gallons)</b>	
Total Estimated Water Sales	131,000,000
<b>Water Rates:</b>	
Commodity Rate (per gal)	\$ 0.0127
Bulk Rate (per gal)	\$ 0.0167
Monthly Fees	\$ 13
<b>Consumption Additional Information:</b>	
FY19 Gross Meters Water Sales (Gallons)	131,478,500
<b>SEWER Rate Model</b>	
<b>Revenues</b>	
2020 Total Operating Revenue Required - Sewer	\$ 1,627,400
Reserve Requirement - 2021 Budgeted Transfer	54,594
Lift Stations Costs	(217,160)
Pumping Fee	(10,050)
Dumping Station Fees	(5,978)
Multi-Units and K-city (\$5/unit/mo.)	(70,320)
Revenue Required for Commodity Rate Calculation	\$ 1,378,486
<b>Sewer Usage (Gallons)</b>	
Projected Billable Volume	78,000,000
Projected Billable Volume - Lift Zone Only	22,000,000
Total Projected Billable Volume	100,000,000
<b>Sewer Rate</b>	
Non-Lift Station Rate	\$ 0.0138
Lift Station Rate	\$ 0.0237
<b>Lift Station Additional Information:</b>	
FY 19 Actually Billed Gallons (Lift Station Zone Only)	21,706,300

City of Homer  
Water and Sewer Rates Comparison  
Presented October 12, 2020

	Average Volume City Hall				High Volume Library				Lift Station (Year-Round) Port & Harbor - Maintenance			
	Scenario 1 3800	Scenario 2 3800	Scenario 3 3800	Scenario 4 3800	Scenario 1 6600	Scenario 2 6600	Scenario 3 6600	Scenario 4 6600	Scenario 1 1800	Scenario 2 1800	Scenario 3 1800	Scenario 4 1800
Consumption	Existing 3800				Existing 6600				Existing 1800			
Water Rate	0.0132	0.0126	0.0130	0.0127	0.0132	0.0133	0.0126	0.013	0.0132	0.0133	0.0126	0.0127
Sewer Rate	0.0145	0.0149	0.0148	0.0138	0.0145	0.0157	0.0149	0.0148	0.0224	0.0256	0.0247	0.0237
<b>Charges:</b>												
Water	50.16	47.88	49.40	48.26	87.12	87.78	83.16	85.80	23.94	22.68	23.40	22.86
Sewer	55.10	56.62	56.24	52.44	95.7	103.62	98.34	97.68	46.08	44.46	44.82	42.66
Service	13	13	14	13	13	13	13	14	13	13	14	13
<b>Total Bill</b>	<b>\$ 118.26</b>	<b>\$ 123.20</b>	<b>\$ 117.50</b>	<b>\$ 113.70</b>	<b>\$ 195.82</b>	<b>\$ 204.40</b>	<b>\$ 194.50</b>	<b>\$ 197.48</b>	<b>\$ 83.02</b>	<b>\$ 80.14</b>	<b>\$ 82.22</b>	<b>\$ 78.52</b>
<b>Impact</b>		\$ 4.94	\$ (0.76)	\$ 1.38	\$	\$ 8.58	\$ (1.32)	\$ 1.66	\$ 5.94	\$ 3.06	\$ 5.14	\$ 1.44

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

3 Lord/Aderhold

4 **RESOLUTION 20-078**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 AMENDING THE HOMER ACCELERATED WATER AND SEWER  
8 PROGRAM (HAWSP) POLICY MANUAL TO MODERNIZE THE  
9 LANGUAGE AND CLARIFY QUALIFYING CRITERIA FOR USING  
10 HAWSP FUNDS.

11  
12 WHEREAS, The Homer Accelerated Water and Sewer Program (HAWSP) was authorized  
13 June 28, 1999 by Resolution 99-53 and most recently updated May 9, 2016 by Resolution 16-  
14 041(S-2)(A); and

15  
16 WHEREAS, Per Homer City Code 9.16.010, HAWSP is funded by a "... consumer's sales  
17 tax in the amount of three-quarters percent is hereby levied by the City of Homer on all sales,  
18 rents and services within the City except as the same may be otherwise exempted by law, for  
19 the purpose of funding debt retirement of the sewer treatment plant improvements, and to the  
20 extent revenues from such tax exceed such debt retirement obligations, for the purpose of  
21 funding water and sewer systems"; and

22  
23 WHEREAS, The current revision of the HAWSP manual is unclear, not user friendly, and  
24 leads to confusion regarding the use of HAWSP funds for new water and sewer infrastructure  
25 versus maintenance, repairs, and upgrades to existing water and sewer infrastructure; and

26  
27 WHEREAS, Homer City Council is in process of establishing policies for reserve funds,  
28 including the Water and Sewer Depreciation Reserves, and clarifying how and when HAWSP  
29 funds and Water and Sewer Depreciation Reserve funds should be used for water and sewer  
30 infrastructure; and

31  
32 WHEREAS, In revising the HAWSP manual, Homer City Council reviewed the history of  
33 legislation associated with the program.

34  
35 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the  
36 HAWSP Policy Manual

37  
38 PASSED AND ADOPTED by the Homer City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

39  
40 CITY OF HOMER  
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ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: N/A

\_\_\_\_\_  
KEN CASTNER, MAYOR

# H.A.W.S.P. POLICY MANUAL

(Homer Accelerated Water and Sewer Program)

## Table of Contents

- I. Purpose
- II. Definitions
- III. Qualifying Project Criteria
- IV. Financing and Assessments
- V. Special Provisions
- VI. History

### I. PURPOSE

The intent of the Homer Accelerated Water and Sewer Program (HAWSP) as established by the voters of the City of Homer is to improve the health and welfare of the Citizens of Homer **by connecting residences to City water and/or sewer**, thereby increasing the number of users on the system, increasing property values and improving the quality of life. The HAWSP is funded by a voter-approved dedicated sales tax, and assessments levied on adjacent benefited properties (HCC 9.16.010(b)).

The intention of the HAWSP has been since its inception, as defined through adopted legislation and the original voter initiative, is to:

- “provide for utility improvements without the heavy financial burden placed on individual property owner(sic) and will increase users to the system(s), thereby increasing revenues to the Water and Sewer Enterprise Funds.” Resolution 99-53
- “to promote construction of additional improvements to the City water and sewer **systems**” Ordinance 99-14(S)(A)
- “Shall the entire amount of the ¾ of 1 percent sales tax levy be dedicated **to water and sewer system improvements?**” Excerpt from the proposition approved by voters on October 5, 1999 and adopted within Ordinance 99-14(S)(A)

In addition to HAWSP, the City of Homer has a **Water and Sewer Depreciation Reserve fund**. HAWSP is intended to fund water and sewer projects that are in the best interest of the public at large, such as extending water and sewer infrastructure. The intent of the Water and Sewer Depreciation Reserve Fund is to fund projects that benefit existing ratepayers, such as upgrades and repairs to the existing water and sewer treatment systems.

### II. DEFINITIONS

- a. **Fund Balance** – The unreserved balance within the HAWSP fund that is not allocated to pay the City portion of a project
- b. **HART** – Homer Accelerated Roads and Trails program

**Commented [JK1]:** Was this the only stated intent? It seems to say we can't use HAWSP for projects that don't involve extensions of the system to new residences. Do we want to expand this intent?

**Commented [DA2R1]:** Language in city code states: for the purpose of funding debt retirement of the sewer treatment plant improvements, and to the extent revenues from such tax exceed such debt retirement obligations, for the purpose of funding water and sewer systems.

I suggest changing this language to “by funding water and sewer systems,”

**Commented [JK3]:** This language suggests we can use HAWSP for projects not related to an “extension”. Do we need to get the voters to ratify this idea?

**Commented [JK4]:** This language is much broader than limiting HAWSP to projects that “connect [new] residences”

**Commented [DA5]:** Suggested language to differentiate the 2 funds. Rerword as appropriate.

**Commented [DA6]:** Or depreciation funds?

**Commented [JK7]:** I suggest we define “water and sewer system improvement”. **See proposed language.**

**Commented [DA8R7]:** Do we also want to define reserve and depreciation funds? Or is that getting too far in the weeds?

**Commented [RL9R7]:** I think the paragraph above helps to flesh out the difference.

- c. **Special Assessment District** –Created for the purpose of acquiring, installing or constructing a capital improvement that primarily benefits real property in the district, in contrast to capital improvements that benefit the entire community and are paid for with general government resources or improvements that benefit a specific individual parcel
- d. **Water and Sewer System Improvements** – Any work, such as planning, design or construction, etc., which improves the City’s water and sewer infrastructure, including, but not limited to, the extension, expansion, repair or rehabilitation of
  - i. The City’s water supply, raw water transmission lines, water treatment facilities, water storage facilities, water distribution lines, fire-fighting devices, and related or similar appurtenances.
  - ii. The City’s sewer collection lines, sewer lift stations, RV Dump Stations, waste water treatment facilities, discharge outfall and related or similar appurtenances.
  - iii. Other facilities related to providing public access to clean water and the sanitary disposal of human wastes to protect public health.

**Commented [RL10]:** I read this definition as working to a liberal use of HAWSP to fund “improvements” that

**Commented [JK11]:**

**Commented [JK12R11]:** I want to propose the use of HAWSP to rebuild/upgrade public restrooms. What do you think about this idea?

**Commented [DA13R11]:** I feel like this would be outside the original intention of HAWSP and it could be appropriate to ask the voters that question. It is worth discussion at the council table to get a sense from the body. The restrooms definitely benefit the public at large and we have many needs in this regard.

**Commented [RL14R11]:** I agree with Donna – restrooms would be beyond the original intent of this tax. I would argue that public restrooms (and their maintenance) should NOT be payed out of any part of the utility fund.

### III. QUALIFYING PROJECT CRITERIA

All projects will be authorized only after a public hearing to assure public participation in the process pursuant to HCC 17.

- A. **Criteria for Qualifying Water and Sewer System Improvements:** HAWSP funds may be used for projects, which meet the following criteria:
  - a. The project must be located within City limits.
  - b. If the proposed improvement involves the extension of water/sewer lines to private residences via a special assessment district (SAD) process, the resulting assessment district must have been approved by property owners in accordance with HCC Title 17. HAWSP funds are available for 25% of a qualifying project.
  - c. If the proposed improvement is for existing infrastructure:
    - i. the project repairs, rehabilitates, or corrects deficiencies in existing systems that benefit the health and safety of Homer residents in general;
    - ii. would reduce maintenance costs
    - iii. The project is listed in the City’s Water or Sewer Capital Improvement Plan or Water/Sewer Master Plan.
  - d. If involving privately built systems, the systems must have been built to City standards.
  - e. HAWSP funds may be used in accordance with Title 17 to pay a developer for the costs of providing excess capacity at the City’s request.
  - f. Other factors deemed appropriate by the City Council, which may include: system-wide vs. localized issues, economic development, public health and safety, actual or imminent regulatory changes.
- B. All HAWSP projects and connections to the water/sewer system will be to City standards.

**Commented [DA15]:** How would we differentiate what comes from HAWSP and what comes from reserves?

### C. FINANCING AND ASSESSMENTS

- All HAWSP projects must follow all provisions within HCC Title 17.

DRAFT 2020 HAWSP Policy Re-write (v. 8/19/2020)

- All water and/or sewer projects and utility connections must follow all provisions within HCC Title 14.
- Expenditures under HAWSP are subject to the availability of funds.
- HAWSP-eligible assessment districts may be initiated by citizens or City Council on a rolling basis (i.e. first-come first-served). City Council shall assess the health of the HAWSP fund prior to approving a new assessment district (see Special Provisions).
- The City may attempt to secure long-term financing for up to ten years for the private share of funding.
- Interest, if any, generated from the program will remain with program funds.
- The City will pay all costs, with HAWSP funds, for any additional improvements required when deemed necessary by the City and subject to approval by City Council.
- Non-existing water and sewer assessment districts shall be encouraged whenever possible, including lots immediately adjacent to the water and/or sewer main lines within the project boundaries as defined by Public Works.
- Certain water and sewer utility relocations and extensions in conjunction with roads projects may be paid for with HART funds (see the HART policy manual).

- Commented [JK16]: What's a "rolling basis"?
- Commented [DA17R16]: On a first come, first served basis?
- Commented [JK18]: Are you sure you want to use the word "will"?
- Commented [DA19R18]: I agree! Will is a bad word! But what's a better one?
- Commented [DA20]: How would reserve or depreciation funds play in this arena?
- Commented [JK21]: What's this "catch all" sentence for?
- Commented [RL22R21]: I don't really know. It's in the current policy.
- Commented [JK23]: What does this refer to?
- Commented [RL24R23]: Also don't really know. Also in the current policy.

D. SPECIAL PROVISIONS

- The City Council shall review the HAWSP fund bi-annually during the budget process. All efforts shall be made to ensure the assessment payments levied on benefited properties cover the annual debt service of the fund.
- When financing a HAWSP project, the City shall provide cash for its required percentage whenever possible. Alternatives must be approved by the City Council.
- Whenever and wherever practical, road improvements shall be done in conjunction with water and/or sewer projects but not before.
- Certain lands that will not be developed due to Conservation Easements or owned by organizations that conserve land for public purpose and/or habitat protection may be exempted from HAWSP-funded assessment district assessments on a case by case basis (Resolution 05-50).
- All SADs are governed by the provisions of Homer City Code and the HAWSP Policy Manual at their time of inception.
- *A comment from Heath at the March 9 worksession that I'm not sure how/where to work in: HAWSP funds may be used to pay off HAWSP-project debt, subject to Council approval.*
- When the balance of the HAWSP fund exceeds \$3 million, the City Manager shall propose projects from the Water and Sewer Capital Improvement plans that utilize the funds to the Homer City Council for consideration. The City Manager must include at least two alternative projects meeting project criteria above for consideration by City Council. (Resolution 13-078(S)(A))
- To ensure that funds remain in place for the development of SADs, the debt service ratio of the HAWSP fund should be maintained above 1.25. If the fund balance results in a debt service ratio below 1.25, the City Council will evaluate a moratorium on use of the fund until the debt service ratio rises above 1.25.

- Commented [DA25]: Biannually?
- Commented [JK26]: Does this mean if there is no water/sewer line in a road, a Road Assessment District will not be considered?
- Commented [DA27R26]: I believe the intent is that we don't redo road work when a water/sewer project is planned for a road that also requires road work. But this could be worded much better.
- Commented [RL28R26]: I'm open to suggestions for wording. This is copied from the current policy, and there is sister-policy within HART policy. This came up recently (past couple of years) for a proposed HART district off East Hill.
- Commented [JK29]: Please clarify – what do you mean by this? What about smaller projects?
- Commented [RL30R29]: This language is from the 2013 resolution
- Commented [JK31]: What does this mean?
- Commented [RL32R31]: This is all from the 2013 resolution
- Commented [DA33]: This is a really interesting resolution. I revised the paragraph to provide context from the whereas clauses. I think this is a good resolution to present to council to determine whether it continues to meet our intent. How does it relate to our intent of maintaining a debt service ratio above 1.25? What if we are planning for a large project in the future?2
- Also, I'm pretty sure HART does not make such a reference and may not be in compliance with this resolution. But I'll have to review HART again.
- Commented [DA34]: I added this language because it feels like the debt service ratio conversations we've had are at odds with the paragraph above. It's also highlighted below in text by Rachel. I have no druthers where it goes, but we need to make sure our policies are consistent and work together.

- Insert here (or somewhere else in the policy) criteria for assessing the health of the fund and forecasting for budgeting and giving a green light to projects. Resolution 16-041(S-2)(A) sets the 1.25 debt-service coverage ratio, however it's not defined and we've had extensive conversations about metrics. Consider clearly describing what needs to be presented to Council from Finance Dept. and PW for their consideration of this question. Notes from March 9<sup>th</sup> → *Mayor: No debt service ratio/no forward funding. Make sure that our projected tax revenue is never less than the debt service. Keep it simple. 1:1 ratio if we only look at tax revenue. Look at ability to repay debt and the fund balance. When looking at 'forward funding' the debt service, consider a 'floor' of the coming year's debt service payments. Heath: consider restricting 6 months of debt payments. Joey: maybe 8 months. Hedging the risks.*

## E. HISTORY

*Listing of Ordinances & Resolutions*

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

3 City Manager

4 **RESOLUTION 20-117**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 APPROVING A LEASE ASSIGNMENT ORIGINALLY HELD BY HARBOR  
8 LEASING LLC AND ASSUMED BY ALASKA GROWTH CAPITAL BIDCO,  
9 INC. TO SALMON SISTERS HOLDINGS LLC AND AUTHORIZING THE  
10 CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE  
11 DOCUMENTS FOR A NEW TWENTY YEAR LEASE WITH OPTIONS  
12 FOR TWO CONSECUTIVE FIVE YEAR RENEWALS FOR A PORTION  
13 OF LOT 12C, PORT INDUSTRIAL SUBDIVISION NO. 4, PLAT 99-43,  
14 AT AN ANNUAL RATE OF \$29,785.32.

15  
16 WHEREAS, Alaska Growth Capital BIDCO (“AGC”) has requested to transfer its leasehold  
17 interest assumed from Harbor Leasing, LLC to Salmon Sisters Holdings, LLC as a result of their  
18 pending, time sensitive sale; and

19  
20 WHEREAS, Per Section 14.04 (f) of the lease originally held by Harbor Leasing LLC, as  
21 mortgagee AGC has the right to assign or transfer the estate to Salmon Sisters Holdings, LLC  
22 upon obtaining the City’s consent, which will not be unreasonably withheld or delayed; and

23  
24 WHEREAS, HCC 18.08.160 Assignment (b) states the City Manager must make a  
25 determination that a lessee is in full compliance with a lease before an assignment will be  
26 effective; and

27  
28 WHEREAS, Salmon Sisters Holdings, LLC submitted a lease application pursuant Homer  
29 City Code (HCC) 18 and will provide the City with any required additional documents prior to  
30 Port and Harbor Advisory Commission review and execution of the lease; and

31  
32 WHEREAS, HCC 18.08.70 and HCC 18.08.160 (c) 5. requires the Port and Harbor Advisory  
33 Commission review of the proposal prior to Council approval; and

34  
35 WHEREAS, Given the pending, time sensitive sale of the improvements from AGC to  
36 Salmon Sisters Holdings, LLC, HCC 18.08.70 and HCC 18.08.160 (c)5. are waived so that lease  
37 assignment approval is contingent upon receiving all required materials and a positive  
38 recommendation from the Port and Harbor Advisory Commission; and

39  
40 WHEREAS, Per both Section 14.04 (f) of the current lease and HCC 18.08.160 (4), Council  
41 shall approve or deny the request for lease assignment via resolution.

42 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the  
43 lease assignment from Alaska Growth Capital BIDCO to Salmon Sisters Holdings, LLC, and  
44 authorizes the City Manager to negotiate and execute a new lease for a twenty year term with  
45 options for two consecutive five year renewals on a portion of Lot 12C, Port Industrial  
46 Subdivision No. 4, Plat 99-43, at an annual base rent of \$29,785.32.

47  
48 BE IT FURTHER RESOLVED that the City Manager will make a determination that AGC is  
49 in full compliance with a lease before an assignment to Salmon Sisters Holdings, LLC will be  
50 effective.

51  
52 BE IT FURTHER RESOLVED that the lease assignment to Salmon Sisters Holdings, LLC is  
53 contingent upon the City receiving all required documents and a positive recommendation  
54 from the Port and Harbor Advisory Commission.

55  
56 PASSED AND ADOPTED by the Homer City Council on this 9<sup>th</sup> day of November, 2020.

57  
58 CITY OF HOMER  
59  
60  
61 \_\_\_\_\_  
62 KEN CASTNER, MAYOR  
63

64 ATTEST:  
65  
66  
67 \_\_\_\_\_  
68 MELISSA JACOBSEN, MMC, CITY CLERK  
69

70 Fiscal Note: \$29,785.32 annually

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

3 City Manager

4 **RESOLUTION 20-117(S)**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 APPROVING A **NOTICE TO AWARD FOR THE** LEASE ASSIGNMENT  
8 ORIGINALLY HELD BY HARBOR LEASING LLC AND ASSUMED BY  
9 ALASKA GROWTH CAPITAL BIDCO, INC. TO SALMON SISTERS  
10 HOLDINGS LLC AND AUTHORIZING THE CITY MANAGER TO  
11 NEGOTIATE **A FINAL LEASE FOR COUNCIL APPROVAL AND**  
12 ~~EXECUTE THE APPROPRIATE DOCUMENTS FOR A NEW TWENTY~~  
13 ~~YEAR LEASE WITH OPTIONS FOR TWO CONSECUTIVE FIVE YEAR~~  
14 ~~RENEWALS FOR A PORTION OF LOT 12C, PORT INDUSTRIAL~~  
15 ~~SUBDIVISION NO. 4, PLAT 99-43, AT AN ANNUAL RATE OF~~  
16 ~~\$29,785.32.~~

17  
18 WHEREAS, Alaska Growth Capital BIDCO (“AGC”) has requested to transfer its leasehold  
19 interest assumed from Harbor Leasing, LLC to Salmon Sisters Holdings, LLC as a result of their  
20 pending, time sensitive sale; and

21  
22 WHEREAS, Per Section 14.04 (f) of the lease originally held by Harbor Leasing LLC, as  
23 mortgagee AGC has the right to assign or transfer the estate to Salmon Sisters Holdings, LLC  
24 upon obtaining the City’s consent, which will not be unreasonably withheld or delayed; and

25  
26 WHEREAS, HCC 18.08.160 Assignment (b) states the City Manager must make a  
27 determination that a lessee is in full compliance with a lease before an assignment will be  
28 effective; and

29  
30 WHEREAS, Salmon Sisters Holdings, LLC submitted a lease application pursuant Homer  
31 City Code (HCC) 18 and will provide the City with any required additional documents prior to  
32 ~~Port and Harbor Advisory Commission review and~~ execution of the lease; and

33  
34 WHEREAS, HCC 18.08.70 and HCC 18.08.160 (c) 5. requires the Port and Harbor Advisory  
35 Commission review of the proposal prior to Council approval; and

36  
37 WHEREAS, ~~Given the pending, time sensitive sale of the improvements from AGC to~~  
38 ~~Salmon Sisters Holdings, LLC, HCC 18.08.70 and HCC 18.08.160 (c)5. are waived so that lease~~  
39 ~~assignment approval is contingent upon receiving all required materials and a positive~~  
40 ~~recommendation from the Port and Harbor Advisory Commission~~ **The Port and Harbor**  
41 **Advisory Commission met on November 18<sup>th</sup> to review the proposed lease application and**  
42 **made a motion to recommend support of the lease transfer from AGC to Salmon Sisters**

43 **Holdings LLC, and support the request from salmon sisters to negotiate a lease rate**  
44 **reduction with the city manager, public purpose justifications being: 1) Bringing the**  
45 **property out of bankruptcy default and making it profitable, and 2) bringing a new**  
46 **business enterprise to Homer that is locally owned**; and

47  
48 WHEREAS, Per both Section 14.04 (f) of the current lease and HCC 18.08.160 (4), Council  
49 shall approve or deny the request for lease assignment via resolution.

50 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the  
51 lease assignment **notice of award for the lease held by** from Alaska Growth Capital BIDCO to  
52 Salmon Sisters Holdings, LLC, and authorizes the City Manager to negotiate **a final lease for**  
53 **Council approval for** and execute a new lease for a twenty year term with options for two  
54 consecutive five year renewals on a portion of Lot 12C, Port Industrial Subdivision No. 4, Plat  
55 99-43, at an annual base rent of \$29,785.32.

56  
57 BE IT FURTHER RESOLVED that the City Manager will make a determination that AGC is  
58 in full compliance with a lease before an assignment to Salmon Sisters Holdings, LLC will be  
59 effective.

60  
61 BE IT FURTHER RESOLVED that the lease assignment to Salmon Sisters Holdings, LLC is  
62 contingent upon the City receiving all required documents and a positive recommendation  
63 from the Port and Harbor Advisory Commission.

64  
65  
66 PASSED AND ADOPTED by the Homer City Council on this 23<sup>rd</sup> day of November, 2020.

67  
68 CITY OF HOMER  
69  
70  
71  
72 \_\_\_\_\_  
73 KEN CASTNER, MAYOR

74 ATTEST:  
75  
76  
77 \_\_\_\_\_  
78 MELISSA JACOBSEN, MMC, CITY CLERK

79  
80 Fiscal Note: \$29,785.32 annually **N/A**



## **Memorandum 20-197**

TO: HOMER CITY COUNCIL  
THRU: ROB DUMOUNCHEL, CITY MANAGER  
FROM: PORT AND HARBOR ADVISORY COMMISSION  
DATE: NOVEMBER 10 2020  
SUBJECT: LEASE ASSIGNMENT TO SALMON SISTERS HOLDINGS LLC

---

Alaska Growth Capital BIDCO (AGC) assumed the 2008 lease from Harbor Leasing LLC. As mortgagee, AGC has requested to transfer the lease to Salmon Sisters Holdings LLC with the approval of the transfer contingent upon their cure of the defaults associated with the lease currently held by AGC.

The submitted application from Salmon Sisters Holdings LLC, a draft lease based on the Council approved City Lease template, and a proposed Resolution of transfer were put before Council at their November 9 2020 meeting for review. During the testimony portion of the meeting one of the applicants stated they were not satisfied with the fair market lease rent listed and requested that Council postpone the resolution for their lease approval that the Council members were currently considering. Council honored the applicant's request to postpone their own lease application approval and set it aside until their next meeting to be held on November 23 2020.

On November 18<sup>th</sup> 2020 the Port and Harbor Advisory Commission met to review the submitted application from Salmon Sisters, the proposed lease transfer request from the city's current tenant of the property AGC, and the voiced requests of the applicant.

Staff requested the Port and Harbor Commission's comment, direction, and recommendation on the following questions:

- 1) Does the Commission approve of the proposed use of this property?
- 2) Does the Commission recommend support of the lease transfer from Alaska Growth Capital to Salmon Sisters Holdings LLC?
- 3) Does the commission support the request from Salmon Sisters Holdings LLC for council to agree to a lease rate reduction? And, if so, what statement for valuable public purpose or use would they suggest council consider?

The Port and Harbor Advisory Commission discussed the lease application, proposed transfer and questions posed and made the following points concluding with the making of the motion listed below in the following excerpts from their meeting minutes:

Chair Zimmerman opened the floor for questions. There was discussion between Commissioners, City Staff, and Mr. Laukitis noting the following:

- Applicant's Request for a Lower Base Rent: How City Code allows a lessee to request a lower base rent but only if the applicant makes a reasonable statement of justification, what the proposed base rent per square foot currently is, and how the City comes to that amount through the appraisal process laid out by City Code. The property has remained vacant for an extended time which could be used as justification.
- Agreement of Ordering New Appraisal: applicants request a lower amount, at least for now given the difficult business environment due to COVID. Commissioners mutually agreed to the City ordering another appraisal, either at the time of lease negotiations or have one in two years instead of the usual five years.
- Overall Support of Salmon Sisters' Proposed Use: Commission agreed to the value of having such a business in our community and how it helps keep younger generations here.
- Acknowledgement of Hardships and Issues: Interpretations by some commissioners that the Spit was very active this summer despite COVID. That was primarily charter/tourist businesses, while commercial fishing businesses had a harder time due to fishery issues. Both parties are working from different perspectives: the Laukitis family is working to start a business and need to make their own business decisions based on what they're comfortable with, while the PHC is there to represent the people of Homer and can't stray from Code.
- Reasoning for a Lease Transfer vs. New Lease: the agreement has to be a lease transfer. If the City issued a new lease then they would have to do a Request for Proposal for the entire property. Bank owns the building, City owns the land, so negotiations have to work in tandem.

CARROLL/ZEISET MOVED TO RECOMMEND TO CITY COUNCIL APPROVE THE PROPOSED USE OF THE PROPERTY, RECOMMEND SUPPORT OF THE LEASE TRANSFER FROM AGC, INC TO SALMON SISTERS HOLDINGS, LLC, AND SUPPORT THE REQUEST FROM SALMON SISTERS TO NEGOTIATE A LEASE RATE REDUCTION WITH THE CITY MANAGER, PUBLIC PURPOSE JUSTIFICATIONS BEING: 1) BRINGING THE PROPERTY OUT OF BANKRUPTCY AND MAKING IT PROFITABLE, AND 2) BRINGING A NEW BUSINESS ENTERPRISE TO HOMER THAT IS LOCALLY OWNED

Commissioner Ulmer would like to see the base rate stay at \$0.87/sf.

VOTE: YES: DONICH, ULMER, CARROLL, ZEISET, ZIMMERMAN

Motion carried.

In reference to the Port & Harbor Advisory Commission's point listed above for their desire to not stray from City Code, the requirements of City Code that dictate how property rent rates treated that is included in Chapter 18.08 City Property Leases have been attached, relevant sections for easy reference would be 18.08.100 Appraisal and 18.08.075 Lease rental rates (a) & (d).

Currently, the lease application from Salmon Sisters Holdings LLC ,as submitted, doesn't contain written information, supporting documentation, or justification from the applicant to provide to council for consideration of a "valuable purpose or use" reduction of rent. Nor does it contain any requested changes to the current draft lease in writing of what terms/base rent below fair market value they are asking for. All applicant requests have been verbal in nature.

### **Recommendation**

The Port and Harbor Advisory Commission move to recommend that City Council approve the proposed use of the property, recommend support of the lease transfer from AGC, Inc to Salmon Sisters Holdings, LLC, and support the request from salmon sisters to negotiate a lease rent reduction with the City Manager, public purpose justifications being: 1) Bringing the property out of bankruptcy default and making it profitable, and 2) bringing a new business enterprise to Homer that is locally owned.

Attached 2020 Lot C12 Appraisal Comparable Sheet  
City Code Chapter 18.08 City Property Leases

**Comparable Adjustment Table**

PARCEL 1 - Alaska Growth Capital - City of Homer 2020 Homer Spit Revaluations							
	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
<b>Legal Description</b>	L12C, Port Industrial S/D #4	Lot 12-A1, Por. 12-B Port Industrial #3	L32, Homer Spit Amended	L88-2, Homer Spit #2 Amended	L13B, Homer Port Industrial #2	Por. GLO 20, Sec. 1 T7S, R13W	Tract 1-C, The Fishin' Hole #2
<b>Lessee</b>	(AK Growth Capital)	(Alaskan Fish Factory)	(Shogun Restaurant)	(Yourkowski)	(Copper River Seafoods)	(US Coast Guard)	(Sportsman Supply)
<b>KPB Parcel No.</b>	181-034-52	181-034-21LH01 & 51	181-034-32LH01	181-034-42LH01	181-034-25LH01	181-034-45	181-031-19
<b>Annual Rent</b>	\$26,343	\$27,553	\$20,982	\$12,398	\$14,128	\$13,822	\$12,206
<b>Rent/square foot (unadjusted)</b>	\$0.77	\$0.88	\$0.85	\$0.94	\$0.92	\$0.91	\$0.97
<b>Lease Term (CPI adjustment)</b>	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.	CPI Adj.
<b>Market Conditions (last rent revaluation)</b>	Mar-15	Apr-14	Apr-19	Apr-19	Apr-19	Apr-18	Sep-17
<b>Size [Sq. Ft.]</b>	34,236	31,295	24,639	13,135	15,300	15,246	12,528
<b>Size Adjusted Rent/sq. ft.</b>	\$0.77	\$0.88	\$0.85	\$0.85	\$0.83	\$0.82	\$0.88
<b>Other Characteristics</b>							
<b>Street Frontage/Access</b>	Spit, Ice, Fish Dock Rds	Spit/Fish Dock Rds.	Homer Spit Rd.	Homer Spit Rd.	Homer Spit Rd.	Homer Spit Rd.	Freight Dock Rd.
<b>Location/commercial exposure</b>	Excellent	Similar	Similar	Similar	Similar	Similar	Inferior
<b>Bay or Harbor Frontage</b>	Fish Dock across street	Similar	S. side of harbor	S. side of harbor	S. of K. Bay	S. of K. Bay	Similar
<b>Topography</b>	Level, gravelly soils	Similar	Similar	Similar	Similar-No beach	Similar-No beach	Similar
<b>Utilities Available</b>	E, T, W/S, G	Same	Same	Same	Same	Same	Same
<b>Zoning/Easements</b>	M/Typical	M/Similar	MC/Util/Ped. Esmts.	MC/Similar	MI/None known	MI/None known	MC/Similar
<b>Shape</b>	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular	Rectangular
<b>Compound Adjustment %</b>		0%	0%	0%	0%	0%	0%
<b>Indicated Rent of Subject (\$/sq. ft.)</b>		\$0.88	\$0.85	\$0.85	\$0.83	\$0.82	\$0.88
<b>Qualitative adjustment (+/-/=)</b>			+				+
<b>Comparable weighting ~ cumulative = 100%</b>		30%	20%	20%	10%	10%	10%
<b>Measures of Central Tendency (excluding Qualitative adjustments)</b>							
Mean (unweighted)	\$0.84						
Mean (weighted)	\$0.86						
Median	\$0.85						
<b>Concluded Market Rent</b>							
Site size - sq. ft.	34,236	Rent ~ \$/sq. ft.	\$0.87	= Indicated rent	\$29,785	Annual Market Rent (R)	\$29,800



## Chapter 18.08 CITY PROPERTY LEASES

### Sections:

- [18.08.005](#) Purpose.
- [18.08.010](#) Definitions.
- [18.08.020](#) Land allocation plan – Property available for lease.
- [18.08.030](#) Standardized leases.
- [18.08.040](#) Council approval of leases.
- [18.08.045](#) Lease applications.
- [18.08.050](#) Requests for proposals – Competitive bidding process.
- [18.08.060](#) Criteria for evaluating and approving proposals and competing lease applications.
- [18.08.065](#) Lease application and proposal documents.
- [18.08.070](#) Notice to award.
- [18.08.075](#) Lease rental rates.
- [18.08.080](#) Lease execution and final approval.
- [18.08.090](#) Development and use.
- [18.08.100](#) Appraisal.
- [18.08.110](#) Options to renew.
- [18.08.120](#) Improvements.
- [18.08.130](#) Lease renewal.
- [18.08.140](#) Sublease.
- [18.08.150](#) Early termination.
- [18.08.160](#) Assignment.
- [18.08.170](#) Insurance.
- [18.08.175](#) Exception – Leasing to government entities.
- [18.08.180](#) Assessments – Capital improvement projects.
- [18.08.190](#) Connection to utilities.
- [18.08.195](#) Processing and filing fees.

### **18.08.005 Purpose.**

The purpose of this chapter is to ensure that the lease of City-owned property maximizes the value of City assets and that the City awards leases that provide the highest and best use of City-owned property. It is the policy of the City to lease its property in a fair and nondiscriminatory way. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.010 Definitions.**

For the purpose of this chapter, the following words and phrases are defined as set forth in this section:

“Applicant” means a person applying to lease or acquire an interest in City-owned real property and includes bidders and proposers.

“Appraisal” means a valuation or estimation of value of property by an Alaska certified general real estate appraiser or an otherwise qualified appraiser selected by the City Manager.

“Assignment” means a transfer of a leasehold interest or rights to a leasehold interest, in its entirety, in City-owned real property.

“City Manager” means the City of Homer Manager or his or her designee.

“Fair market rent” means the rental income that a public or private property would most likely command in the open market, indicated by the current rents paid for comparable space as of the date of the appraisal.

“Irregularities” means deviations from the request for proposal that are not substantive in nature and/or typographical or scrivener errors that do not impact the integrity or responsiveness of the proposal.

“Long-term lease” means a written agreement granting exclusive possession or use of City-owned real property for more than one year.

“Short-term lease” means a written agreement granting exclusive possession or use of City-owned real property for one year or less.

“Surveyor” means a registered professional land surveyor. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.020 Land allocation plan – Property available for lease.**

a. Unless dedicated or reserved to another purpose, all real property including tide, submerged or shore lands to which the City has a right, title and interest as owner or lessee, or to which the City may become entitled, may be leased as provided in this chapter. In the case of any conflict between this chapter and any local, State or Federal law governing the leasing of City tide and submerged lands, the law governing the leasing of City tide and submerged lands shall prevail.

b. The City administration shall maintain a list of all City-owned properties authorized for lease by Council. This list shall be adopted annually and contain the information required under this chapter. The list may be called the land allocation plan and will be made available to the public at the City Clerk’s office.

c. Council shall adopt a land allocation plan that identifies:

1. City-owned property available for lease;
2. The property description, lease rate, preferred length of the lease term for each available parcel; and
3. Any requirements, preferences or restrictions regarding use and/or development.

d. Council may identify property in the land allocation plan that is subject to competitive bidding. Property subject to competitive bidding in the land allocation plan need only identify the property description in the land allocation plan but all other terms required in subsection (c) of this section shall be identified in the request for proposal for such properties.

e. Prior to the adoption of the land allocation plan, Council shall hold a work session. Commission members and City staff may provide recommendations to Council during the work session regarding City-owned property available for lease and the terms of such leases.

f. The City shall provide public notice of the adoption of the land allocation plan and the City-owned real property available for lease no more than 60 days after its adoption.

g. All uses and activities on City-owned real property available for lease are subject to all applicable local, State, and Federal laws and regulations.

h. The Council may restrict specific City-owned properties to certain uses or classes of use that serve the City’s best interest. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.030 Standardized leases.**

- a. The City Manager shall develop a standardized ground lease that contains provisions generally applicable to the lease of City-owned property and a standardized building lease that contains provisions generally applicable to the lease of space in City-owned buildings. The standard lease documents shall be reviewed by the City Attorney and approved by Council.
- b. Lease terms may deviate from the standardized lease terms when the City Manager determines such deviations are reasonable and necessary to protect the City's best interests and Council approves the lease as required in HCC [18.08.040](#). [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.040 Council approval of leases.**

- a. All long-term leases for more than five years shall be approved by Council via ordinance. All long-term leases for five years or less shall be approved by Council via resolution.
- b. The City Manager may execute short-term leases without Council approval when the City Manager determines that a short-term lease is in the best interest of the City and notifies the Council in writing of the short-term lease and its essential terms.
- c. Short-term leases are not required to go through the competitive bidding process unless the short-term lease would result in the lease of City-owned property to the same lessee for more than one consecutive year.
- d. Except as expressly provided in this chapter, property leased by the City from a third party that is available for sublease or the lease of space in City-owned buildings located on real property owned by a third party is exempt from this chapter. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.045 Lease applications.**

Except for property subject to competitive bidding under this chapter, persons interested in leasing City property may submit a lease application to the City Clerk. The City Manager shall consider all applications and determine if an application is complete and meets the criteria identified in the land allocation plan. When the City receives more than one lease application for a parcel that meets the criteria established for that parcel in the land allocation plan, the City Manager shall evaluate the applications using the criteria in HCC [18.08.060](#) and award the lease most advantageous to the City. If both applicants are equally advantageous to the City, the City Manager shall award the lease to the applicant who submitted a completed application first. Applicants may be charged a fee for processing a lease application. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.050 Requests for proposals – Competitive bidding process.**

- a. The City Manager may issue a request for proposals to lease specific property identified in the land allocation plan at any time after posting the notice required in HCC [18.08.020\(f\)](#).
- b. A request for proposal advertised by the City must identify the property description of the property available for lease, the time frame for the submission of requests for proposals, any preferred uses or industries, and the overall criteria the City intends to use to score and rank proposals.
- c. The City Manager must obtain approval from the Council before requesting proposals to lease property not identified in the land allocation plan as property available for lease. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.060 Criteria for evaluating and approving proposals and competing lease applications.**

- a. The criteria for evaluating proposals shall include, but are not limited to, the following:
1. Compatibility with neighboring uses and consistency with applicable land use regulations including the Comprehensive Plan;

2. The development plan including all phases and timetables;
  3. The proposed capital investment;
  4. Experience of the applicant in the proposed business or venture;
  5. Financial capability or backing of the applicant including credit history, prior lease history, assets that will be used to support the proposed development;
  6. The number of employees anticipated;
  7. The proposed rental rate;
  8. Other financial impacts such as tax revenues, stimulation of related or spin-off economic development, or the value of improvements left behind upon termination of the lease;
  9. Other long-term social economic development; and
  10. The residency or licensure of the applicant in the City, Kenai Peninsula Borough, and/or the State of Alaska, as identified in the City's request for proposal and permitted under State and Federal law.
- b. Determination of rent shall take into consideration the following factors:
1. Appraisal or tax assessed valuation;
  2. Highest and best use of land;
  3. Development (existing and planned);
  4. Economic development objectives;
  5. The location of the property; and
  6. Alternative valuation methodologies as negotiated by both parties. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.065 Lease application and proposal documents.**

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Upon request by the City Manager or as required in a request for proposal or the lease allocation plan, an applicant or proposer shall provide, at its sole expense, the following:

- a. A property improvement plan with information regarding planned improvements by lessee, including schedule for commencement and completion of proposed improvements;
- b. A survey of the property subject to the proposed lease; and/or
- c. If only a portion of a lot is to be leased, a subdivision plat. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.070 Notice to award.**

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- a. The City Manager shall consider all responses to the City's request for proposals that are timely and responsive. Untimely submissions shall be returned to the proposer without review and that proposer shall not be considered.
- b. The City Manager may, in his or her sole discretion, and upon a determination that none of the proposals are in the City's best interest, recommend rejection of all proposals.

- c. Upon a determination that a proposal is the most advantageous to the City, the City Manager shall recommend the proposal to Council for acceptance. If Council approves the recommendation, the City Manager shall issue a notice to award the lease to the successful proposer. The City Manager's recommendation shall be presented to Council in a written memorandum identifying the recommended winning proposer, the property description, the essential terms of the proposed lease, and the reasons the City Manager recommended the award.
- d. The City Manager shall submit any recommendation for approval of a proposal under this chapter for property located on the Homer Spit or in the Marine Commercial or Marine Industrial zoning districts to the Port and Harbor Advisory Commission for review and comment prior to recommending a proposal to Council.
- e. If the Council adopts the City Manager's recommendation, the City Manager shall negotiate with the winning applicant and present a final lease to the Council for approval. A notice to award is conditional upon the City Manager's successful negotiation of a final written lease consistent with the terms upon which the award was based.
- f. The City Manager may, with Council approval, rescind a notice to award. A notice to award becomes void on the date the City Manager provides written notice to the proposer that the award has been rescinded.
- g. The City Manager may rescind a notice to award at any time prior to the execution of a lease if the proposer can no longer meet the terms of the proposal.
- h. If the City Manager rescinds a notice to award, the City Manager may negotiate with the next most responsive proposer and submit a new recommendation for award to Council and Council may approve the award of the proposal to that recommended proposer. If negotiations with the next most responsive bidder are unsuccessful, all bids must be rejected and a new request for proposal may be issued.
- i. The Council may approve other bidding or proposal procedures or exceptions to these procedures via resolution. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.075 Lease rental rates.**

- a. Except as otherwise provided in this section, all property shall be leased at no less than "fair market rent."
- b. Payments of a higher than fair market rent resulting from a proposal or lease application is generally in the public interest and will help to establish fair market rent using current market forces.
- c. The Council may establish a minimum rent or "asking price." It may set a minimum rent at an amount equal to or higher than the estimated "fair market rent" if it finds that it is in public interest to do so. It may set uniform rental rates for a class of similar properties that remain available for leasing after the conclusion of a competitive lease offering.
- d. Except as otherwise provided in this chapter, Council may approve a lease of City land for less than fair market rent only if the motion approving the lease contains a finding that the lease is for a valuable public purpose or use, and a statement identifying such public purpose or use.
- e. The lease shall provide for payment of interest or a late fee for rent past due, and provide for recovery by the City of attorneys' fees and costs to the maximum extent allowed by law in the event the City is required to enforce the lease in court, and such additional provisions pertaining to defaults and remedies as the City Manager may determine to be in the City's interest.
- f. Lease amount to be adjusted annually based on the Anchorage Consumer Price Index. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.080 Lease execution and final approval.**

- a. After a notice to award a lease is approved by Council or a lease application is approved by the City Manager, the City Manager is responsible for finalizing and executing the lease agreement with the successful applicant or proposer. After Council's approval of the notice to award but before Council approval under HCC [18.08.040](#), the City Manager may negotiate nonessential long-term lease terms and make changes necessary to clarify the terms of the long-term lease or correct clerical errors.
- b. The City Manager has authority to negotiate all terms of short-term leases subject to the provisions of this chapter.
- c. After a lease is executed by both parties, the City Manager shall draft and the City Clerk shall record a memorandum of lease. Lessee is responsible for the recording fees. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.090 Development and use.**

- a. All leases must require the lessee to comply with all applicable local, State, and Federal laws.
- b. Except as provided otherwise in the lease agreement, an as-built survey including elevations performed by a surveyor shall be provided to the City within six months of completion of development on the leased property. Each additional structure or significant improvement shall require an updated as-built survey. All surveys are to be provided by lessees at their expense.
- c. Except as provided otherwise in the lease agreement, at the time each as-built survey is submitted, a statement of value including leaseholds and all improvements shall be provided. The statement of value shall be either a letter of opinion or appraisal completed by an appraiser.
- d. All development requirements and performance standards contained in the lease shall be strictly enforced and if not complied with or negotiated for modification shall be cause for the lease to be terminated. Failure to enforce the terms of the lease shall not constitute waiver of any such term.
- e. The City may require a lease of City-owned property to be secured by any means that meet the City's best interest, including, without limitation, a security deposit, surety bond or guaranty. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

### **18.08.100 Appraisal.**

- a. An appraisal of the fair market rent of the property will be required before final approval of a new lease or the transfer of a lease and within two years prior to the renewal of a lease.
- b. The requirement of an appraisal may be waived at the discretion of the City Manager for short-term leases.
- c. All leased properties shall be appraised every five years from the effective date of the lease. The City may choose to have the property appraised at less than five-year intervals in order to appraise multiple properties at one time. An increase in rental rates resulting from appraisals occurring in less than five years from the last appraisal shall not be applied prior to date of appraisal permitted under this section or the effective date of the transfer or renewal of a lease.
- d. Except as otherwise provided under this section or in a specific lease, lease rates shall be increased on the anniversary of the lease effective date to reflect property appraisal values. A lessee shall be notified of any increase in the appraised value of the property at least 30 days before the increased rental rate becomes effective.
- e. In the event an appraisal reports a decrease in fair market rent, a lessee may petition or the City Manager may recommend to Council a reduction in the lease rate. Council may approve a reduction if it determines via

resolution that such reduction corresponds with the appraised fair market rent and is in the City's best interest.

f. Each year, the City will select and retain an appraiser to appraise all leased City-owned property due for appraisals in that year. The City will have sole discretion to select the appraiser and bears the cost of the appraisal. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.110 Options to renew.**

a. Leases may contain no more than two options to renew and each option must not exceed 25 percent of the length of the initial lease term.

b. A lessee may not exercise an option to renew unless the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

c. A lessee whose initial lease and all options have expired shall have no automatic right of further renewal or extensions. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.120 Improvements.**

a. Except as otherwise provided in the lease agreement, construction of improvements shall take place only after review and approval of the construction plans by the City Manager and only after all applicable permits have been secured and legal requirements met.

b. Improvements not included in the lease agreement or improvements that are inconsistent with or deviate from those permitted in the lease agreement must be approved by Council via resolution. Council shall only approve such improvements upon recommendation by the City Manager and after review by the Port and Harbor Commission, the Homer Advisory Planning Commission, and any other commission determined to be appropriate by the City Manager. Inconsistent improvements may be approved if the proposed changes to the improvements serve the City's best interest and/or when changes are necessary due to relevant changes in industry or the local economy.

c. All improvements constructed upon leased property become the property of the City upon termination of the lease unless otherwise provided in the lease agreement or agreed to by the parties in writing.

d. Lessee shall be responsible for all taxes, including property taxes on the leasehold interest in the real property and improvements and any sales tax on rent payments. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.130 Lease renewal.**

a. Council, upon written recommendation by the City Manager, may exempt the renewal of a lease from competitive bidding if Council finds such exemption serves the City's best interests.

b. A lessee seeking to enter into a new lease with the City exempted from competitive bidding under this section must submit a lease application and a written request for a new lease to the City Manager at least 12 months but no more than 18 months prior to the expiration of the existing lease. The City Manager shall notify Council of new lease requests under this section. The City will review the application but is under no obligation to enter into a new lease.

c. If Council approves the new lease without a competitive process, it must do so by resolution within six months of the date the lease application is filed with the City.

d. Council shall consider the following factors when determining whether to exempt a lease from competitive bidding under this section:

1. Lessee's past capital investment and binding c

2. Lessee's financial condition and prior lease history;
3. The number of persons employed and the prospect for future employment;
4. Tax revenues and other financial benefits to the City anticipated in the future if the lease is renewed;
5. Consistency of past use and intended future use with all applicable laws, including land use codes and regulations, the Comprehensive Plan, and overall economic development plan;
6. Other opportunities for use of the property that may provide greater benefit to the City; and
7. Other social, policy, and economic considerations as determined by Council. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.140 Sublease.**

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- a. City property may be subleased if expressly permitted in the lease agreement and approved in writing by Council.
- b. Except as provided otherwise in the lease agreement, all subleases must be in writing, executed by the parties, and approved by Council after a recommendation is provided by the City Manager.
- c. Approval must be granted prior to occupancy of the leased premises by a sub-tenant.
- d. Lessee shall be assessed additional rent equal to at least 10 percent of the current rent for the subleased area upon approval of a sublease.
- e. Subleasing shall not be used to transfer substantially all of a leasehold interest.
- f. All subleases must comply with all applicable Federal, State, and local laws. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.150 Early termination.**

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Except as provided otherwise in the lease agreement, Council shall approve the termination of a lease for failure to comply with the lease terms. The City Attorney shall be consulted prior to termination of a long-term lease for failure to comply with lease terms. The City Manager may only terminate a lease for failure to comply with the lease terms after receiving Council approval to do so. The City Manager shall seek approval to terminate under this section in executive session. The name of lessee and description of the leased property shall not be included in any public notices or documents circulated by the City unless and until Council approves termination of the lease under this section. The City Manager shall notify a lessee in writing that Council will be considering termination of the lease and provide the date, time, and place of the meeting at which Council will consider such termination. Lessee may waive the right to confidentiality under this section and request Council hold its discussion of termination in public. This section shall not prevent the City from sending lessee, or other parties with an interest in the lease, notifications and/or correspondence related to the lease or lessee's compliance with its terms. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.160 Assignment.**

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- a. Except as provided in the lease agreement, Council must approve the assignment of a lease to another party.
- b. Except as otherwise provided in this section or the lease agreement, the City Manager must make a determination that a lessee is in full compliance with a lease before an assignment will be effective. The City Manager may, in his or her sole discretion, consent to assignment of a lease where lessee is in full compliance with the lease terms except for payments owed so long as assignor and/or assignee agree in writing to pay the full amount owed within 90 days of the assignment. An assignment shall not be effective and shall constitute default by lessee if full payment is not received within 238 days of the assignment.

c. Except as otherwise provided in the lease agreement, if the lessee is in good standing and eligible to assign the lease, the following procedures apply:

1. The lessee shall file a written request for assignment and a complete new lease application to the City Manager;
2. The City Manager shall review the request and new lease application and determine whether the proposed assignee is qualified under this chapter and the assignment is in the City's best interests;
3. The City Manager shall make a recommendation on the assignment to Council for final action; and
4. Council shall approve or deny the request for assignment via resolution.
5. Assignment of long-term leases on the Homer Spit or within the Marine Commercial or Marine Industrial zoning districts shall be reviewed by the Port and Harbor Advisory Commission prior to submission to Council for approval. Except as otherwise provided in the lease agreement, assignment of all other long-term leases shall be reviewed by the Homer Advisory Planning Commission prior to Council approval.

d. Council may approve assignment of a lease to a bank or other financial institution if it determines the assignment is in the best interest of the City and the City Manager recommends approval.

e. Where a lessee intends to assign the lease as part of a sale of the business located on the leased lot, the person who intends to purchase the business may apply to extend the lease term to allow the continuation of the business and to secure financing for the purchase of that business. Any significant changes in the terms (use) of the existing lease must be reviewed by the Port and Harbor Commission and approved by City Council by resolution as an amendment to the lease. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.170 Insurance.**

a. All lessees shall keep in force for the full term of the lease public liability insurance in the amount of not less than \$1,000,000 coverage per occurrence for bodily injury, including death, and property damage. The City shall be named as an additional insured.

b. Lessees who intend to conduct activities which could potentially have significant risk of environmental contamination shall also obtain not less than \$2,000,000 in environmental impact insurance and/or environmental clean-up policy, or the equivalent subject to review and approval by the City Manager. The City shall be named as an additional insured. The City will determine on a case-by-case basis whether a lease of City property will involve a significant risk of environmental contamination due to the use of the property, the presence of hazardous materials, or the location of the property.

c. Certificates of insurance showing the required insurance is in effect and identifying the City as an additional insured shall be provided to the City at the time a lease becomes effective and annually thereafter, and upon every change in insurance provider or insurance coverage.

d. All insurance policies must be in effect for the duration of the lease term, or longer if stated in the lease, and the City must be notified of any changes to policies.

e. Insurance requirements that exceed those required in this section may be imposed in the terms of a lease agreement. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

#### **18.08.175 Exception – Leasing to government entities.**

a. Except as otherwise prohibited by law, leases to Federal or State government entities or political subdivisions or agencies of the State of Alaska or the United States are exempted from this chapter upon a finding by

Council that it is in the City's best interest to do so.

b. The City may lease real property to the United States, the State of Alaska, a political subdivision of the State, or an agency of any of these entities, for less than fair market rent if Council determines it is in the City's best interest to do so. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

**18.08.180 Assessments – Capital improvement projects.**

a. Lessees of City property shall pay all real property special assessments levied and assessed against the property to the full extent of installments billed during the lease term.

b. In the event the City completes a capital improvement project which directly benefits the leasehold property and no local improvement district is formed to pay the cost of that project, the City may, in its sole discretion, impose, and the lessee shall pay as additional rent, the leasehold property's proportionate share of the cost of the project. The amount of additional rent imposed annually by the City under this subsection shall not exceed the amount which would have been payable annually by the lessee if a local improvement district had been formed which provided for installment payments on a schedule and bearing interest at rates typical of other local improvement districts of the City for that type of capital improvement. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

**18.08.190 Connection to utilities.**

Lessees of City real property shall connect to City utilities and bear all costs of connections and adhere to all applicable local, State and Federal regulations. Connections to newly installed City utilities shall be made as soon as possible after completion. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

**18.08.195 Processing and filing fees.**

Fees for lease applications, lease, subleases and assignments, and other related fees shall be established by Council by resolution. Failure to pay fees owed may result in the rejection of a lease application or denial of lease renewal, assignment or sublease. [Ord. [18-16\(S\)\(A\)](#) § 1, 2018].

**The Homer City Code is current through Ordinance 18-47, passed November 26, 2018.**

Disclaimer: The City Clerk's Office has the official version of the Homer City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.



## City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

[citymanager@cityofhomer-ak.gov](mailto:citymanager@cityofhomer-ak.gov)

(p) 907-235-8121 x2222

(f) 907-235-3148

### Memorandum 20-189

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: November 5, 2020  
SUBJECT: Lease Assignment to Salmon Sisters Holdings LLC

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Alaska Growth Capital BIDCO assumed the 2008 lease from Harbor Leasing LLC. As mortgagee, AGC has requested to transfer the lease to Salmon Sisters Holdings LLC; approval of the transfer is contingent upon their cure of the defaults associated with the lease currently held by AGC.

Salmon Sisters Holdings LLC proposes using the “existing space to further develop their e-commerce, direct to consumer fish and merchandise sales” among the other proposed uses outlined in the October 20, 2020 lease application. As confirmed by the Planning Department on November 5, 2020, the proposed business uses Salmon Sisters Holdings LLC has listed for the property conform with Marine Industrial zoning code. Assigning the lease to Salmon Sisters Holdings LLC would cure AGC’s “occupational default” associated with the property, for the mortgagee will have found a tenant that can occupy the building and operate a business permissible under zoning code.

**GROUND LEASE AND SECURITY AGREEMENT**

**BETWEEN**

**CITY OF HOMER, ALASKA**

**AND**

**Dated \_\_\_\_\_, 20\_\_**

## GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of [REDACTED], 20 [REDACTED], between the CITY OF HOMER, an Alaska municipal corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Salmon Sisters Holdings LLC, an Alaskan Limited Liability Company (“Tenant”), whose address is 1450 Candlelight Ct. Homer AK 99603.

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to **Exhibit A** are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

### RECITALS

WHEREAS, Landlord owns certain properties having a strategic location near the waterfront and marine-related public infrastructure; and

WHEREAS, it is the policy of Landlord to retain ownership of these properties, and to make them available for leasing, in order to encourage growth in targeted economic sectors, to insure that Landlord receives the maximum benefit from a large investment in public infrastructure, and to provide land for businesses that require close proximity to the waterfront or infrastructure to operate efficiently and profitably; and

WHEREAS, Landlord has accepted Tenant’s proposal to lease and develop the property leased herein, because Tenant’s proposed use of the property should further Landlord’s goals for the development of Landlord’s properties, and Tenant’s proposal to lease and develop the property is a material inducement to Landlord leasing the property to Tenant; and

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

### ARTICLE 1. DEFINITIONS AND ATTACHMENTS

**1.01 Definitions.** As used herein, the term:

(a) “Additional Rent” includes all amounts defined or referred to in this lease as additional rent, as well as all charges in the nature of rent such as taxes, utilities and insurance, regardless of whether such amounts are due directly to or collectible by Landlord or to a third party under the terms of this Lease or under applicable law and including any of the preceding amounts that Landlord pays to a third party on behalf of Tenant, before or after any event of default.

(b) “Annual Rent Adjustment” and “Annual Rent Adjustment Date” are defined in Section 4.01(b).

(c) “Base Rent” is defined in Section 4.01.

(d) “Complete” and “Completion” mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready

for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement's legally authorized use.

(e) "Council" means the City Council of the City of Homer, Alaska.

(f) "Default Rate" means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Alaska, or (ii) ten and one-half percent (10.5%).

(g) "Environmental Laws" means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(h) "Excusable Delay" means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

(i) "Extended Term" is defined in Section 3.05 if this Lease provides for extension at the option of the Tenant.

(j) "Five Year Rent Adjustment" and "Five Year Rent Adjustment Date" are defined in Section 4.01(a).

(k) "Hazardous Substance" means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(l) "Initial Term" is defined in Section 3.01.

(m) "Lease Ordinance" means such ordinances or other portions and provisions of the Homer City Code as may be enacted from time to time to dictate Landlord's policies and requirements in leasing real property, currently enacted as Chapter 18.08 of the Homer City Code, as such may be amended, reenacted, supplemented or recodified from time to time, and as used herein the term shall refer to the Lease Ordinance as currently in effect at the time its terms would have operative effect on this Lease.

(n) "Leasehold Mortgage" is defined in Section 13.01.

(o) "Property" is defined in Section 2.01.

(p) "Rent" means Base Rent plus any Additional Rent.

(q) "Qualified Mortgagee" is defined in Section 13.03.

(r) "Required Improvements" is defined in Section 6.02.

(s) "Term" means the Initial Term plus any Extended Term.

**1.02 Attachments.** The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto and all documents, policies and endorsements delivered hereunder, including without limitation all copies of required insurance policies and/or endorsements, shall be deemed to be a part hereof:

Exhibit “A” Schedule of Organization, Owners, Percentage of Ownership

Exhibit “B” Conformed Copy of Resolution Authorizing Lease and Authorizing Signers to Sign Lease Agreement on Behalf of Tenant

Exhibit “C” Legal Description of Property

Exhibit “D” Tenant’s Lease Proposal

Exhibit “E” Site Plan

Exhibit “F” Required Improvements Floor Plan

Exhibit “G” Permission to Obtain Insurance Policies

## ARTICLE 2. THE PROPERTY

**2.01 Lease of Property.** Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property (the “Property”):

Lot 12(c) Port Industrial Subdivision No. 4, Plat 99-43, Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing 34,413 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103452;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

**2.02 Quiet Enjoyment.** Landlord covenants that Tenant, upon paying the Rent and other charges and performing its other obligations under this Lease shall have quiet enjoyment of the Property during the Term without hindrance or interference by Landlord or by any person claiming an interest in the Property through Landlord.

**2.03 Property Accepted “As Is.”** Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant’s intended use, and accepts the Property “AS IS.” None of landlord, its agents, or its employees make any warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions, including the presence of any Hazardous Substance.

**2.04 No Subsurface or Mineral Rights.** This Lease does not confer mineral rights, any rights to extract natural resources, or any rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease, all of which rights are, as between Landlord and Tenant, reserved to Landlord.

## ARTICLE 3. TERM

**3.01 Lease Term.** The term of this Lease is 20 years, commencing on December 1, 2020, and ending on November 30, 2040 (the “Term”).

### **3.02 Lease Renewal.**

(a) Tenant represents and warrants that it has determined that the duration of the Term, including any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes in connection with this Lease, including without limitation any investment in leasehold improvements, including any Required Improvements as Tenant may be required to develop. Tenant acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as may be provided in Section 3.05.

(b) Notwithstanding the preceding subsection (a), not less than 12 months and not more than 18 months before the expiration of the Term, Tenant may apply to Landlord to enter into a new lease for the Property that is exempted from competitive bidding under and pursuant to the Lease Ordinance.

**3.03 Surrender of Possession.** Upon the expiration or earlier termination of the Term, unless Tenant and Landlord have entered into a new lease for the Property commencing upon the termination of the Term, Tenant shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted. If Tenant fails to surrender the Property in the required condition, Landlord may restore the Property to such condition and Tenant shall pay the cost thereof, plus interest at the Default Rate, on demand. Section 6.08 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term.

**3.04 Holding Over.** Tenant's continuing in possession of the Property after the expiration or earlier termination of the Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, Tenant's continued possession of the Property after the end of the Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to 150% of the monthly Base Rent in effect at the end of the Term, subject to all other terms of this Lease. For good cause, Landlord may waive all or part of the increase in Base Rent during the holdover period.

### **[3.05. Options to Extend Lease Term.**

(a) At its option and in its sole discretion, Tenant may seek to extend the Term for two (2)] additional, consecutive 5 year periods (each an "Extended Term"), provided that:

- (1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before day the Term would otherwise expire; and
- (2) the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in subsection (a) renders that option and all options as to subsequent Extended Terms null and void.]

## **ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES**

**4.01 Base Rent.** Tenant shall pay to Landlord an initial annual rent of \$ 29,785.32(as such may later be adjusted per the terms of this Lease, the "Base Rent"). Base Rent is payable monthly in advance in installments of \$2,482.11, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on December 1, 2020, and on the 1<sup>st</sup> day of each month

thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

#### **4.02 Rent Adjustments.**

(a) **Five-Year Appraised Rent Adjustments.** In the fifth year of the Term, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant's predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of each such appraisal, the Base Rent will be adjusted (the "Five Year Rent Adjustment"), effective on the anniversary of the commencement of the term (each such date is a "Five Year Rent Adjustment Date"), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

(b) **Annual Rent Adjustments.** In addition to the rent adjustments under Section 4.02(a), the Base Rent also shall be adjusted annually (the "Annual Rent Adjustment"), effective on the anniversary of the commencement of the term in every year without a Five Year Rate Adjustment (each such date is an "Annual Rent Adjustment Date"), by the increase, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 2000 – present = 100 ("CPI-U"), as published by the United States Department of Labor, Bureau of Labor Statistics most recently before the Annual Rent Adjustment Date. If the CPI-U is revised or ceases to be published, Landlord instead shall use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in Landlord's judgment the CPI-U for the relevant period.

**4.03 Taxes, Assessments and Other Governmental Charges.** Tenant shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to the Property, improvements on the Property and personal property that is situated on the Property; provided that Tenant may contest in good faith any such tax, assessment or other governmental charge without subjecting the Property to lien or forfeiture. If an assessment on the Property that is not payable in installments becomes due during the Term, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term by 10. If the Term of this Lease is subsequently extended renewed (i.e. if Tenant and Landlord later enter into a new lease without putting the Property out for competitive bidding as referenced in Section 2.02), then the part of the assessment that Tenant shall be liable for shall be determined by adding the extended or renewal term to the number of years remaining in the Term when the assessment became due. If the Term commences or expires during a tax year, the taxes or assessments payable for that year will be prorated between Landlord and Tenant. Tenant shall exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments and other governmental charges. Any taxes, installments of assessments on the Property that are due to or collectible by Landlord, or for which Landlord becomes liable that are attributable to any portion of the Term, shall be Additional Rent.

**4.04 Utility Charges.** Tenant shall pay all charges for utility and other services provided to or used on the Property, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal, telephone, internet service and refuse removal. Tenant shall be solely responsible

for the cost of utility connections. Any of the preceding due to or collectible by Landlord shall be Additional Rent.

**4.05 Tenant to Pay for City Services.** Tenant shall pay for all services provided by the City of Homer that are related to the use or operation of the Property, improvements thereon and Tenant's activities thereon, at the rates established by the City of Homer from time to time for such services, including without limitation wharfage, crane use, ice, and other Port and Harbor services. Tenant shall provide the City of Homer with the information necessary to determine the amount of service charges owed, keep written records of such information for not less than two years after such charges are due, and, upon request, make such records available to the City of Homer for inspection and audit.

**4.06 Additional Rent and Landlord's Right to Cure Tenant's Default.** All costs or expenses that Tenant is required to pay under this Lease at Landlord's election will be treated as Additional Rent, and Landlord may exercise all rights and remedies provided in this Lease in the event of nonpayment. If Tenant defaults in making any payment required of Tenant or defaults in performing any term, covenant or condition of this Lease that involves the expenditure of money by Tenant, Landlord may, but is not obligated to, make such payment or expenditure on behalf of Tenant, and any and all sums so expended by Landlord, with interest thereon at the Default Rate from the date of expenditure until repaid, will be Additional Rent and shall be repaid by Tenant to Landlord on demand, provided, however, that such payment or expenditure by Landlord will not waive Tenant's default, or affect any of Landlord's remedies for such default.

**4.07 Security Deposit.** Upon execution of this Lease, and in addition to any other security or credit support provided by or for the benefit of Tenant in entering into this Lease, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent as security for Tenant's performance of its obligations under this Lease. Landlord may commingle the security deposit with other funds of Landlord, and its obligations with respect to such security deposit shall only be as a debtor and not as a trustee or fiduciary. If Tenant defaults in performing any obligation under this Lease, including without limitation the payment of rent, Landlord may apply all or any portion of the security deposit to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of the default. Upon demand, Tenant shall deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term.

**4.08 Outfall Line Connection Agreement.** Tenant shall connect to the City of Homer fish processor outfall line. On or before the commencement of the Term of this Lease, Tenant shall enter into a Fish Processor Outfall Line Connection Agreement with Landlord, and thereafter at its own expense install and maintain a fish grinder as required by the Fish Processor Outfall Line Connection Agreement. Tenant shall comply with the terms of the Fish Processor Outfall Line Connection Agreement until the earlier to occur of (i) the expiration or earlier termination of the Term, and (ii) the date the City of Homer ceases to maintain the outfall line. Any default under the Fish Processor Outfall Line Connection Agreement shall be considered a default under this Lease.]

## **ARTICLE 5. SECURITY INTEREST**

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a lien and security interest in the following collateral: ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; (4) all rents from Tenant's subletting of all or a part of the Property; and

(5) all improvements on the Property, including any Required Improvements. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease shall constitute a mortgage by Tenant as mortgagor of all right, title and interest of Tenant in and to any and all improvements on the Property, including any Required Improvements, in favor of Landlord as mortgagee, and the recorded memorandum of this Lease shall reference Landlord as mortgagee of such improvements. In addition, Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the liens, mortgages and security interests granted by Tenant hereunder, including any deed of trust pertaining to additions, alterations and improvements on the Property. This Lease also constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies of a secured party under the UCC regarding the Collateral.

## ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

**6.01 Use of Property.** Tenant shall use and, if applicable, improve the Property only in the manner described in Tenant's proposal or application for the Property as more fully set forth on **Exhibit D**. Tenant's undertaking to use and, if applicable, improve the Property as described on Exhibit D is a material inducement to Landlord leasing the Property to Tenant, and Tenant shall not use or improve the Property for any purpose other than as described on Exhibit D without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

**6.02 Required Improvements.** Tenant shall, at Tenant's sole expense, construct, and at all times during the Term keep and maintain as the minimum development on the Property the Required Improvements as described on Exhibit D and as depicted more specifically in the site plan and floor plans in **Exhibit E** and **Exhibit F**, respectively. If the Required Improvements are not in place at the commencement of the Term, Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction of the Required Improvements within one additional year.

**6.03 Construction Prerequisites.** Tenant may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than thirty (30) days before commencing construction, Tenant shall submit to Landlord preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to Landlord's approval, which will not be unreasonably withheld, as well as all specific requirements for the issuance of any permits or zoning variances. Landlord shall communicate approval or disapproval in the manner provided for notices hereunder, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, including any specific requirements for the issuance of any permits or zoning variances, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than fifteen (15) days before commencing construction, Tenant shall deliver to Landlord one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Tenant to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by Landlord, subject to changes made to comply with

suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five (5) days before commencing construction, Tenant shall give Landlord written notice of its intent to commence construction, and furnish to Landlord the following:

- (1) Proof that all applicable federal, state and local permits required for the construction have been obtained.
- (2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

**6.04 Extensions of Time for Completion of Required Improvements.** Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

**6.05 Additional and Replacement Improvements.**

(a) Construction of alterations, additions improvements that are not consistent with terms of this Lease or the proposed uses for the Property set forth on Exhibit D is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council via resolution.

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

**6.06 As-Built Survey.** Within 30 days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant shall provide Landlord with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. Tenant shall accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

**6.07 Ownership of Improvements.** Other than the Required Improvements, any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and may be removed or replaced by Tenant during the Term, subject to the provisions Section 6.08.

**6.08 Disposition of Improvements at End of Term.**

(a) Unless excepted by operation of the following subsection (b), any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property become the property of Landlord upon expiration or earlier termination of the Term.

(b) One year before the expiration of the Term, the Landlord and Tenant shall determine if the buildings, fixtures and improvements constructed or maintained on the Property, including the Required Improvements, are structurally sound and in good condition. If such buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition, Tenant shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy, upon expiration of the Term, and Tenant shall execute, acknowledge, and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all of Tenant's interest in such buildings, fixtures and improvements. Tenant shall be obligated to and shall remove, prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property that are not structurally sound and in good condition, and Landlord shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

(c) If Landlord terminates this Lease because of a default by Tenant prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property shall, at Landlord's option, become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects not to obtain ownership of such buildings, fixtures and improvements under the preceding sentence or elects to remove any of such buildings, fixtures or improvements for any reason, Tenant shall be obligated to and shall remove such buildings, fixtures or improvements.

(d) Tenant shall notify Landlord before commencing the removal of an improvement as required under the preceding subsections (b) and/or (c) and coordinate the removal work with Landlord. Once Tenant commences the removal work, Tenant shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(e) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under and per the terms of the preceding subsections (b), (c) and/or (d), Tenant shall pay Landlord the costs that Landlord incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

## **ARTICLE 7. CARE AND USE OF THE PROPERTY**

**7.01 Maintenance of the Property.** Tenant at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

### **7.02 Repair of Improvements.**

(a) Except as provided in Section 7.02(b), in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant shall at Tenant's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed 18 months nor may the period of removal exceed 45 days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the Required Improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the Required Improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the Required Improvements to substantially the same condition as they were in immediately before such damage, provided that:

- (1) if the cost of repairing or restoring the Required Improvements, less any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the Required Improvements, then Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within 15 days after determining the restoration cost and replacement cost, and this Lease shall terminate as of the date of such notice;
- (2) if the repair or restoration of the Required Improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party; or
- (3) if such damage or casualty to the Required Improvements occurs within three years before the end of the Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

Nothing in this paragraph relieves Tenant of the obligation to surrender the Property upon the expiration or earlier termination of the Term in the condition required by Section 3.03.

**7.03 Nuisances Prohibited.** Tenant at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Tenant shall not use the Property in any manner that will constitute waste or a nuisance. Landlord, at Tenant's expense and without any liability to Tenant, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Tenant, or after (4) four hour notice to Tenant in writing, by telephone, facsimile or in person if Landlord makes a written finding that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Tenant shall pay Landlord all the costs of such removal, plus interest at the Default Rate, as Additional Rent under this Lease. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

**7.04 Compliance with Laws.** Tenant's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

**7.05 Liens.** Except as provided in Article 13, Tenant may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Tenant shall cause the same to be removed; provided that Tenant may in good faith and at Tenant's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Tenant has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Tenant shall indemnify and save Landlord harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

**7.06 Radio Interference.** Upon Landlord's request, Tenant shall discontinue the use on the Property of any source of electromagnetic radiation that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

**7.07 Signs.** Tenant may only erect signs on the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

**7.08 Garbage Disposal.** Tenant shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week. Tenant may not place garbage, trash, rubbish or other refuse from the Property in Landlord's garbage disposal facilities on the Homer Spit or any other public facility.

**7.09 Access Rights of Landlord.** Landlord's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

**7.10 Fish Dock Use Permit.** Before using the City of Homer Fish Dock, Tenant shall obtain a City of Homer Fish Dock Use Permit. Tenant shall continue to have a current Fish Dock Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term, and (ii) the date Tenant ceases to use the Fish Dock. ]

**7.11 Terminal Use Permit.** Before using City of Homer Docks other than the Fish Dock, Tenant shall obtain a City of Homer Terminal Use Permit. Tenant shall continue to have a current Terminal Use Permit in force until the earlier to occur of (i) the expiration or earlier termination of the Term, and (ii) the date Tenant ceases to use City of Homer Docks other than the Fish Dock.

## ARTICLE 8. ASSIGNMENT AND SUBLEASE

### **8.01 Assignment or Sublease Absent Consent is Void.**

(a) Tenant shall not assign or sublease its interest in this Lease or in the Property without compliance with applicable provisions of the Lease Ordinance, including applying for and receiving consent of Council, and any attempted assignment or sublease absent such compliance is and shall be null and void and of no effect and, at Landlord's election, will constitute an event of default hereunder.

(b) If Tenant seeks to assign or sublease its interest in this Lease or in the Property, in addition to compliance with applicable provisions of the Lease Ordinance, Tenant shall request consent of Council to such assignment or sublease in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. If Tenant subleases any portion of the Property, Tenant shall be assessed Additional Rent equal to 10% of the current Base Rent for the subleased area.

(c) No consent to any assignment or sublease waives Tenant's obligation to obtain Landlord's consent to any subsequent assignment or sublease. An assignment of this Lease shall require the assignee to assume the Tenant's obligations hereunder, and shall not release Tenant from liability hereunder unless Landlord specifically so provides in writing.

**8.02. Events that Constitute an Assignment.** If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance. If Tenant is a corporation, any dissolution, merger, consolidation or other

reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 25% of the value of the assets of Tenant, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance; provided that if Tenant is a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of Tenant will not constitute such an assignment. The phrase “controlling percentage” means the ownership of, and the right to vote, stock possessing at least 25% of the total combined voting power of all classes of Tenant’s capital stock issued, outstanding and entitled to vote for the election of directors.

**8.03. Costs of Landlord’s Consent to be Borne by Tenant.** As a condition to Landlord’s consent to any assignment or sublease under section 8.01 and the Lease Ordinance, Tenant shall pay Landlord’s reasonable costs, including without limitation attorney’s fees and the expenses of due diligence inquiries, incurred in connection with any request by Tenant for Landlord’s consent to the assignment or sublease.

## **ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE**

**9.01 Limitation of Landlord Liability.** Landlord, its officers and employees shall not be liable to Tenant for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of Landlord, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

**9.02 Indemnity Generally.** Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of Landlord, its officers and employees.

**9.03 Indemnity for Emergency Service Costs.** Without limiting the generality of Section 9.02, in the event of a major fire or other emergency, Tenant shall reimburse Landlord for the cost of providing fire-fighting and other emergency service to Tenant, the Property or at any other location where the fire or emergency requiring response arises from or is related to the use of the Property or Tenant’s operations. For purposes of this section, a major fire or other emergency is one that requires more than five man-hours of effort by the City of Homer Fire Department.

### **9.04 Insurance Requirements.**

(a) Without limiting Tenant’s obligations to indemnify under this Lease, Tenant at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to Landlord and authorized to conduct business in the state of Alaska, as Landlord may reasonably determine are required to protect Landlord from liability arising from Tenant’s activities under this Lease, including the minimum insurance requirements set forth for tenants under the Lease Ordinance. Landlord’s insurance requirements in the Lease Ordinance (or any superseding policy permitted under the Lease Ordinance) specify only the minimum acceptable coverage and limits, and if Tenant’s policy contains broader coverage or higher limits, Landlord shall be entitled to such coverage to the extent of such higher limits.

(b) Without limiting the generality of the foregoing, Tenant shall maintain in force at all times during the Term the following minimum policies of insurance:

- (1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall also be endorsed to

provide contractual liability insuring Tenant's obligations to indemnify under this Lease.

- (2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.
  - (3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.
  - (4) Environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.
  - (5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. This policy shall include boiler and machinery coverage.
- (c) During any construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of \$250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.
- (d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect, and the provision of any such certificates due at or prior to the commencement of the Term shall be a condition precedent to the commencement of the Term. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit G** as Landlord may request.

## ARTICLE 10. ENVIRONMENTAL MATTERS

**10.01 Use of Hazardous Substances.** Tenant shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Tenant's authorized uses of the Property stated in Section 6.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

**10.02 Prevention of Releases.** Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any of its agents, employees, contractors, tenants, subtenants, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

**10.03 Compliance with Environmental Laws.** Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

**10.04 Notice.** Tenant shall promptly give Landlord (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Tenant obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Tenant or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Tenant obtains regarding the release or discovery of Hazardous Substances on the Property.

**10.05 Remedial Action.** If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

**10.06 Indemnification.** Subject to Section 10.09, Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against Landlord, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Tenant to comply with its obligations under this Article; (ii) any activities on the Property during Tenant's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Tenant; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which Landlord is indemnified under this section shall be reimbursable to Landlord as and when the obligation of Landlord to make payments with respect thereto are incurred, without any requirement of waiting

for the ultimate outcome of any litigation, claim or other proceeding, and Tenant shall pay such liability, losses, claims, damages and expenses to Landlord as so incurred within 10 days after notice from Landlord itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to Landlord is required where, in the determination of Landlord, such itemization could be deemed a waiver of attorney-client privilege).

**10.07 Survival of Obligations.** The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term.

**10.08 Claims against Third Parties.** Nothing in this Article shall prejudice or impair the rights or claims of Tenant against any person other than Landlord with respect to the presence of Hazardous Substances as set forth above.

**10.09 Extent of Tenant's Obligations.** Tenant's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or during any time of Tenant's possession or occupancy of the Property prior to or after the Term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors.

**10.10 Inspection at Expiration of Term.** Within 90 days before the expiration of the Term, Tenant shall at its own expense obtain a Phase I environmental inspection of the Property, and conduct any further inspection, including without limitation test holes, that is indicated by the results of the Phase I inspection. Tenant, at its own expense, shall remediate any contamination of the Property that is revealed by the inspections and that is Tenant's responsibility under this Article.

## ARTICLE 11. CONDEMNATION

**11.01 Article Determines Parties' Rights and Obligations.** If any entity having the power of eminent domain exercises that power to condemn the Property, or any part thereof or interest therein, or acquires the Property, or any part thereof or interest therein by a sale or transfer in lieu of condemnation, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article.

**11.02 Total Taking.** If all of the Property is taken or so transferred, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority.

**11.03. Partial Taking.** If the taking or transfer of part of the Property causes the remainder of the Property to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority. If the taking or transfer of part of the Property leaves the remainder of the Property effectively and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate as to the portion of the Property so taken or transferred on the date title to the Property vests in the condemning authority, but will continue in full force and effect as to the portion of the Property not so taken or transferred, and the Base Rent will abate in the proportion that the portion of the Property taken bears to all of the Property.

**11.04 Compensation.** Landlord and Tenant each may make a claim against the condemning or taking authority for the amount of just compensation due to it. Tenant shall make no claim against

Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that if a single award to Landlord includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

## ARTICLE 12. DEFAULT

**12.01. Events of Default.** Each of the following shall constitute an event of default under this Lease:

(a) The failure of Tenant to pay Rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.

(b) The failure of Tenant to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from Landlord to Tenant, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as Tenant shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

(c) The use of the Property or buildings and improvements thereon for purposes other than those permitted herein, to which Landlord has not given its written consent.

(d) The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within ninety (90) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within ten (10) days after its entry; Tenant making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of Tenant.

**12.02 Landlord's Remedies.** Upon the occurrence of an event default, Landlord has all of the following remedies, all in addition to any other remedies that Landlord may have at law or in equity:

(a) Landlord may terminate this Lease by written notice to Tenant, upon which termination Tenant shall immediately surrender possession of the Property, vacate the Property, and deliver possession of the Property to Landlord. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates this Lease in accordance with this subsection (a), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord

terminates Tenant's right of possession in accordance with this subsection (b), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(c) Subject to Section 12.01(e), Landlord may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term, as applicable, for any sum that Landlord may deem reasonable.

(d) Landlord may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover from Tenant, with or without terminating this Lease, actual attorney's fees and other expenses incurred by Landlord by reason of Tenant's default and elect to recover damages described under either (1) or (2):

(1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or

(2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

(f) Reentry or reletting of the Property, or any part thereof, shall not terminate this Lease, unless accompanied by Landlord's written notice of termination to Tenant.

**12.03 Assignment of Rents.** Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Property, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease, except that Tenant has the right to collect such rent until the occurrence of an event of default by Tenant.

## ARTICLE 13. LEASEHOLD MORTGAGES

**13.01. Mortgage of Leasehold Interest.** Tenant shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Tenant's improvements situated on the Property to one or more deeds of trust, mortgages, and other collateral security instruments as security for a loan or loans or other obligation of Tenant (each a "Leasehold Mortgage"), subject to the remainder of this Article 13.

**13.02 Subordinate to Lease.** The Leasehold Mortgage and all rights acquired under it shall be subject and subordinate to all the terms of this Lease, and to all rights and interests of Landlord except as otherwise provided in this Lease.

**13.03 Notice to Landlord.** Tenant shall give Landlord notice before executing each Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage as proposed for execution. Upon Landlord's written consent to the Leasehold Mortgage and upon execution of the Leasehold Mortgage by all parties, the mortgagee shall become a Qualified

Mortgagee as that term is used in this Lease. Tenant also shall deliver to Landlord a true and correct copy of any notice from a Qualified Mortgagee of default or acceleration of the maturity of the note secured by a Leasehold Mortgage promptly following Tenant's receipt thereof.

**13.04 Modification or Termination.** No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of Article 11 will be binding upon a Qualified Mortgagee without its prior written consent.

**13.05 Notice to Qualified Mortgagee.**

(a) If Landlord gives any notice hereunder to Tenant, including without limitation a notice of an event of default, Landlord shall give a copy of the notice to each Qualified Mortgagee at the address previously designated by it.

(b) If a Qualified Mortgagee changes its address or assigns the Leasehold Mortgage, the Qualified Mortgagee or assignee may change the address to which such copies of notices hereunder shall be sent by written notice to Landlord. Landlord will not be bound to recognize any assignment of a Qualified Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, the assignee will be deemed to be the Qualified Mortgagee hereunder with respect to the assigned Leasehold Mortgage.

(c) If a Leasehold Mortgage is held by more than one person, Landlord shall not be required to give notices to the Qualified Mortgagee of the Leasehold Mortgage unless and until all of the holders of the Leasehold Mortgage give Landlord an original executed counterpart of a written designation of one of their number to receive notices hereunder. Notice given to the one so designated is effective as notice to all them.

**13.06 Performance of Tenant Obligations.**

(a) A Qualified Mortgagee may perform any obligation of Tenant and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Qualified Mortgagee will not thereby be subrogated to the rights of Landlord.

(b) Tenant may delegate irrevocably to a Qualified Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be binding upon Landlord unless and until either Tenant or the Qualified Mortgagee gives Landlord a true copy of a written instrument effecting such delegation.

(c) If Tenant defaults in the payment of any monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 10 days after the expiration of any grace or cure periods granted Tenant herein. If Tenant defaults in the performance of any non-monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 30 days after the expiration of any grace or cure periods granted Tenant herein.

**13.07 Possession by Qualified Mortgagee.** A Qualified Mortgagee may take possession of the Property and vest in the interest of Tenant in this Lease upon the performance of the following conditions:

(a) The payment to Landlord of any and all sums due to Landlord under this Lease, including without limitation accrued unpaid rent.

(b) The sending of a written notice to Landlord and Tenant of the Qualified Mortgagee's intent to take possession of the Property and assume the Lease.

(c) The curing of all defaults not remediable by the payment of money within an additional 30 days after the date upon which such default was required to be cured by Tenant under the terms of this Lease.

**13.08 No Liability of Mortgagee Without Possession.** A Qualified Mortgagee shall have no liability or obligation under this Lease unless and until it sends to Landlord the written notice described in paragraph 13.07(b). Nothing in this Lease or in the taking of possession of the Property and assumption of the Lease by a Qualified Mortgagee or a subsequent assignee shall relieve Tenant of any duty or liability to Landlord under this Lease.

**13.09 New Lease.** If a Qualified Mortgagee acquires Tenant's leasehold as a result of a judicial or non-judicial foreclosure under a Leasehold Mortgage, or by means of a deed in lieu of foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, which consent will not be unreasonably withheld or delayed but which assignment will be subject to all of the other provisions of Article 8 and any provisions of the Lease Ordinance concerning acceptable assignees. Upon such acquisition by a Qualified Mortgagee or its assignee of Tenant's leasehold, Landlord will execute and deliver a new ground lease of the Property to the Qualified Mortgagee or its assignee not later than 120 days after such party's acquisition of Tenant's leasehold. The new ground lease will be identical in form and content to this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining Term hereof), and the elimination of any requirements that Tenant fulfilled prior thereto, and the new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of the new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant from the Property.

## ARTICLE 14. GENERAL PROVISIONS

**14.01 Authority.** Tenant represents and warrants that it has complete and unconditional authority to enter into this Lease; this Lease has been duly authorized by Tenant's governing body; this Lease is a binding and enforceable agreement of and against Tenant; and the person executing the Lease on Tenant's behalf is duly and properly authorized to do so.

**14.02 Estoppel Certificates.** Either party shall at any time and from time to time upon not less than 30 days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is in full force and effect and has not been amended (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments); that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the Base Rent and other charges have been paid in advance. The requesting party shall pay the cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees.

**14.03 Delivery of Notices -Method and Time.** All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail or facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy

mailed by first class mail no later than the day after transmission) to the address for the recipient in Section 14.04 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

**14.04 Addresses for Notices.** All notices, demands and requests from Tenant to Landlord shall be given to Landlord at the following address:

City Manager  
City of Homer  
491 East Pioneer Avenue  
Homer, Alaska 99603  
Facsimile: (907) 235-3148  
Email: citymanager@cityofhomer-ak.gov

All notices, demands or requests from Landlord to Tenant shall be given to Tenant at the following address:

Salmon Sisters Holdings LLC  
1450 Candlelight Ct  
Homer AK 99603  
Email: Claire.neaton@gmail.com

Each party may, from time to time, designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

**14.05 Time of Essence.** Time is of the essence of each provision of this Lease.

**14.06 Computation of Time.** The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

**14.07 Interpretation.** Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

**14.08 Captions.** The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

**14.09 Independent Contractor Status.** Landlord and Tenant are independent contractors under this Lease, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between Landlord and Tenant. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

**14.10 Parties Interested Herein.** Nothing in this Lease, express or implied, is intended or shall be construed to give to any person other than Landlord, Tenant and any Qualified Mortgagee any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of Landlord, Tenant and any Qualified Mortgagee, and their permitted successors and assigns.

**14.11 Multi-Party Tenant.** If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

**14.12 Broker's Commissions.** Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

**14.13 Successors and Assigns.** This Lease shall be binding upon the successors and assigns of Landlord and Tenant, and shall inure to the benefit of the permitted successors and assigns of Landlord and Tenant.

**14.14 Waiver.** No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Lease. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

**14.15 Attorney's Fees.**

(a) If Landlord is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant shall pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

**14.16 Severability.** If any provision of this Lease shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Lease, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Lease shall remain in full force and effect.

**14.17 Entire Agreement, Amendment.** This Lease constitutes the entire and integrated agreement between Landlord and Tenant concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Landlord shall bind Landlord or be enforceable by Tenant unless specifically set forth in this Lease. This Lease may be amended only by written instrument executed and acknowledged by both Landlord and Tenant.

**14.18 Governing Law and Venue.** This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

**14.19 Execution in Counterparts.** This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

**14.20 Prior Lease Amended And Superseded.** Landlord and Tenant are parties to a prior lease affecting the Property dated March 26, 2008, a memorandum of which has been recorded in the records of the Homer Recording District under Document No. 2009-000543-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of \_\_\_\_\_, 20\_\_, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

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

**Landlord:**

**Tenant:**

**CITY OF HOMER**

**SALMON SISTERS HOLDINGS LLC**

By: \_\_\_\_\_  
Robert Dumouchel, City Manager

\_\_\_\_\_  
Claire Neaton, Manager

**ACKNOWLEDGMENTS**

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Robert Dumouchel, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission Expires:

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ (title) of Salmon Sisters Holdings LLC on behalf of Salmon Sisters Holdings LLC.

---

Notary Public in and for Alaska

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF ORGANIZATION, OWNERS,  
PERCENTAGE OF OWNERSHIP**

Tenant, Salmon Sisters Holdings LLC, is a Limited Liability Corporations organized under the laws of the state of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization. If Tenant is a foreign entity authorized to conduct business in Alaska, its certificate of authority is also attached

The managing members and their percentage of ownership are as follows:

Name <u>Claire Neaton</u>	<u>25.5</u> %
Address: <u>1450 Candlelight Ct. Homer AK 99603</u>	
Name <u>Emma Laukitis</u>	<u>25.5</u> %
Address: <u>1101 17<sup>th</sup> Ave Apt 204 Seattle WA 98122</u>	
Name <u>Michael Laukitis</u>	<u>24.5</u> %
Address: <u>41630 Gladys Ct. Homer AK 99603</u>	
Name <u>Shelly Laukitis</u>	<u>24.5</u> %
Address: <u>41630 Gladys Ct. Homer AK 99603</u>	
TOTAL	100 %

**EXHIBIT B**

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE AND  
AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON BEHALF  
OF TENANT**

**EXHIBIT C**

**LOCATION OF PROPERTY**

**(Section 2.01)**

**Lot 12(c) Port Industrial Subdivision No.4, Plat 99-43, Homer Recording District, State of Alaska,  
also known as Kenai Peninsula Borough Tax Parcel No. 181-034-52**

**The described parcel contains approximately 34,413 square feet, more or less**

**EXHIBIT D**

**TENANT'S PROPOSED USE OF THE PROPERTY**

**(Section 6.01)**

## City of Homer Lease Application

Preamble --Salmon Sisters Holdings LLC. supports a working waterfront on the Homer Spit. The owners of the proposed lease are all commercial and sport fishermen who desire to maintain competitive buyers and fish processing in Homer.

We view our purchase of this bank owned facility as a distressed sale in that the facility was bankrupt and has been inoperable for over two years. Many prospective buyers have looked at this facility for their needs and passed. The enterprise value of the plant has declined dramatically. The condition of freezing and ice making plants is unknown. The status of fish stocks is dramatically lower than in 2008 when the last lease was adopted. Halibut landings in Homer in 2007 were 5 mil pounds and the Alaska total harvest was over 35 mil pounds. Last year Homer only processed approximately 2.5 mil pounds and state-wide only 17 million pounds of halibut were processed. The pacific cod GOA stocks declined 85% YOY in 2019, and the Kenai River Sockeye fishery is in long-term decline -- fishermen and processors are seeking a disaster declaration in 2020.) The VALUE of all of these fisheries has declined dramatically since 2008. On top of this there is only so much market share for fish landings to Homer. Any new processor potentially impacts existing processors that might be marginally healthy. The Covid pandemic magnifies business uncertainty. Our plans are under development, and we need flexibility to develop a sustainable business on this lease in Homer.

Type of business:

The facility has four spaces (see sublease description).

Salmon Sisters LLC will use existing space to further develop their e-commerce, direct to consumer fish and merchandise sales. They will use the retail counter for fish and merchandise, and the kitchen for "fresh catch" takeaway. They will use the warehouse for shipping and receiving, labeling, packaging and logistics.

The upstairs space may be utilized as a commercial office for marine related businesses, boat charter services or for marine equipment sales.

The processing, shop, mechanical, warehouse space will be used for processing commercial and sport seafood products, for secondary processing and manufacturing of food products, fish buying, cold storage, staging and logistical support, maintenance and repairs, as a general fisherman's and shipyard mechanical support facility, drydock and storage. Magic Fish Co. (owner of three boats) will immediately occupy this and some outside space.

The outside spaces will be used in support of the indoor facility and separately for storage, drydock, marine support, parking and mobile food service.

It may be necessary to have temporary seasonal caretaker housing.

And other uses as permitted under the City of Homer Marine Industrial District.

4. Subleases: Salmon Sisters Holdings LLC is currently developing plans for the lease and buildings. Our immediate identified business use will not fully utilize the facility or land. It is imperative that we sublet portions of the building and land to afford overhead costs.

The facility consists of four discrete spaces:

- 1.) upstairs office space (1600 ft sq);
- 2.) retail counter, commercial kitchen, warehouse e-commerce fulfillment space (approx. 1600 ft sq);
- 3.) processing/warehouse with blast and storage freezers and processing equipment, salt water pump and outfall line (2400 ft sq.)

All of the above have separate entrances and defined divisions.

4.) Outside spaces on the balance of the lot. Some of the outside space holds an ice machine and the refrigeration plant. We are determining at this time if these have value. Renting outside space for storage, logistics, maintenance, parking, etc. (as compatible with marine industrial zoning and our current use of the facility) will be developed.

We plan on immediately only occupying and using the number 2.) space. We are working on developing the best use for the other spaces either by our own businesses, partners or by others. For example, at this time we would look to rent the office space. (Possible tenants might be NMFS enforcement office, USCG, marine shipping or transportation companies, etc.)

**EXHIBIT E**  
**SITE PLANS**  
**(Section 6.02)**

HM 99-43

**SURVEYORS CERTIFICATE**

I hereby certify that I am a Registered Land Surveyor and that this plan represents a survey made by me or under my direct supervision and the monument shown hereon clearly exist as described and that the dimensions and other data are correct to the best of my knowledge.

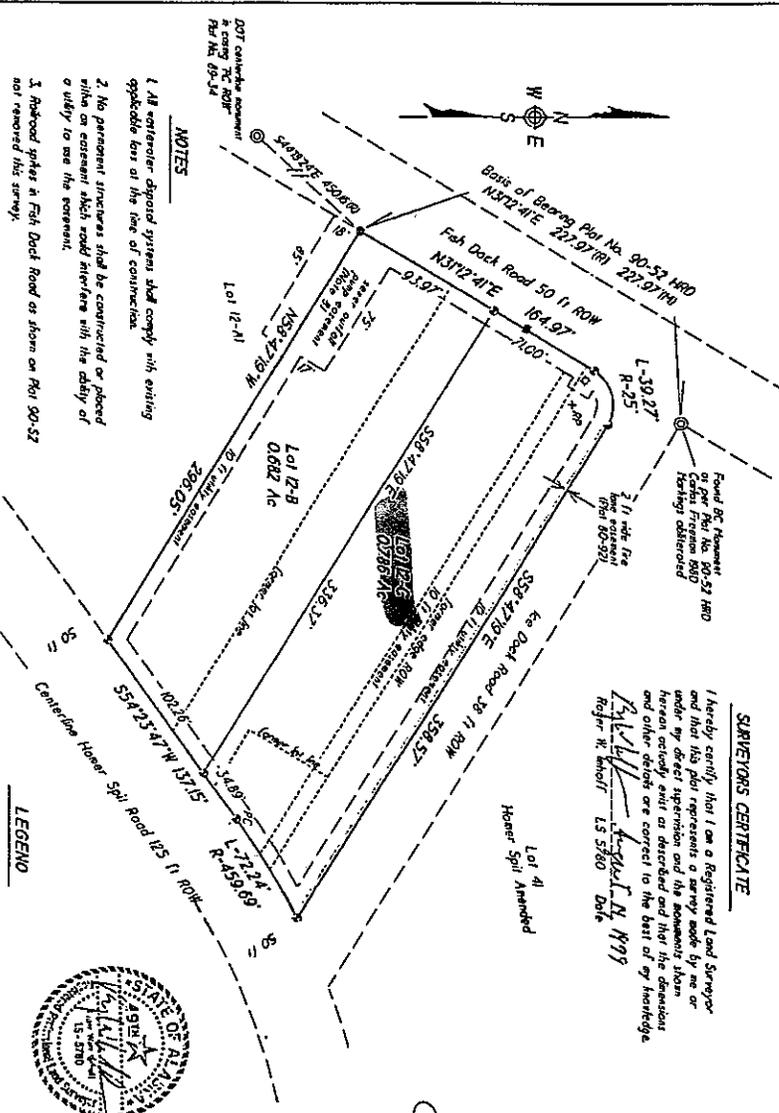
*Roger W. Knorr*  
 Date: 12-27-99  
 125 5760 Ave

**OWNERSHIP CERTIFICATE**

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent defend all rights of way to public use and grant all easements to the use shown.

*R. D. ...*  
 Date: 8-16-99  
 City of Homer  
 Ron Drachman, City Manager  
 491 East Pioneer Ave  
 Homer, AK 99603

Notary's Acknowledgment:  
 Subscribed and sworn to me before me this 16th day of August 1999.  
*Mary E. ...*  
 Notary Public for Alaska  
 Commission Expires 12-24-99



- NOTES**
- All sewerage disposal systems shall comply with existing applicable laws at the time of construction.
  - No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
  - Watered sprays in Fish Dock Road or shown on Plat 90-52 HR2 not removed this survey.
  - 30 ft portion of Ke Dock Road received by action of the KPB Planning Commission at their meeting on July 12, 1999.
  - No access to State maintained rights-of-way permitted unless approved by State of Alaska Department of Transportation.
  - Source of data for Homer Spill Road is Plat No. 90-52 HR2.
  - All found and set monuments are buried 24 ft below grade.
  - Sewer outfall pump easement includes the front 10 ft of the 20 ft building setback of Fishdock Road and the remaining 10 ft of Lot B-G.

**LEGEND**

- Found 2 1/2\"/>

**WASTEWATER DISPOSAL**

Plans for wastewater that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.

*Roger W. Knorr*  
 August 11, 1999  
 125 5760 Ave

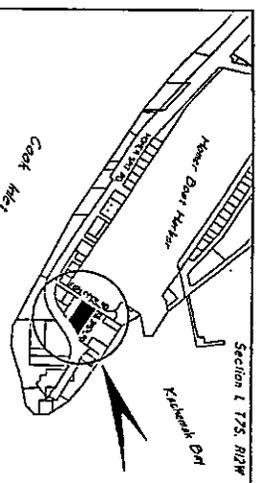
99-43-2002

Home Inspection  
 Date: 9/10/99  
 Time: 2:59 PM  
 Inspected by: EMANUELE  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_

**PLAT APPROVAL**

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of July 12, 1999.

KENAI PENINSULA BOROUGH  
*Roger W. Knorr*  
 Authorizing Official

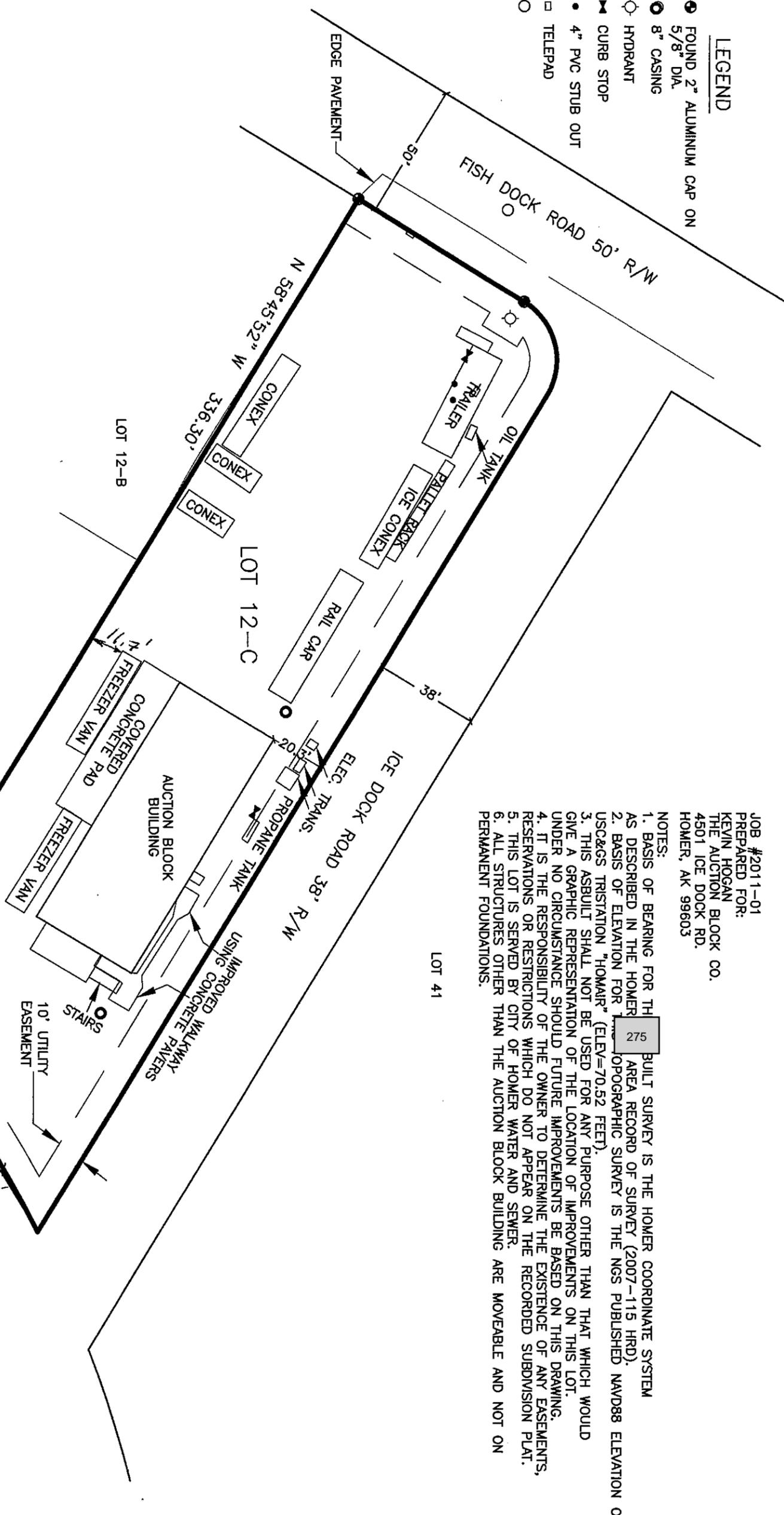


<p>City of Homer          Being a Replat of Lots B-A2, B-A1 and a lot designated as Parking Reserve as shown on Record Plat 90-52 Homer Recording District</p>	
<p>Located within the N 1/2 Sec. 1, T2S, R1W, S14 in the City of Homer, Third Judicial District, Alaska</p>	
<p>Containing 1.468 Acres, more or less</p>	
<p>Client:          Homer          410 E. Pioneer Ave          Homer, AK 99603</p>	<p>Surveyor:          Roger W. Knorr, R.L.S.          P.O. Box 1288          Homer, AK 99603</p>
<p>District: PNH   Case: KK E1 R1   FB 99-03</p>	<p>Date: 7-19-99</p>
<p>Scale: 1" = 30 ft   File: recheck.wcd</p>	<p>KPB File No. 99-080</p>

**EXHIBIT F**  
**FLOOR PLANS**  
**(Section 6.02)**

**LEGEND**

- FOUND 2" ALUMINUM CAP ON 5/8" DIA.
- 8" CASING
- HYDRANT
- ⊠ CURB STOP
- 4" PVC STUB OUT
- TELEPAD



JOB #2011-01  
 PREPARED FOR:  
 KEVIN HOGAN  
 THE AUCTION BLOCK CO.  
 4501 ICE DOCK RD.  
 HOMER, AK 99603

- NOTES:
1. BASIS OF BEARING FOR THIS SURVEY IS THE HOMER COORDINATE SYSTEM AS DESCRIBED IN THE HOMER AREA RECORD OF SURVEY (2007-115 HRD).
  2. BASIS OF ELEVATION FOR THIS SURVEY IS THE NGS PUBLISHED NAVD88 ELEVATION OF USC&GS TRISTATION "HOMER" (ELEV=70.52 FEET).
  3. THIS ASBUILT SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN THAT WHICH WOULD GIVE A GRAPHIC REPRESENTATION OF THE LOCATION OF IMPROVEMENTS ON THIS LOT. UNDER NO CIRCUMSTANCE SHOULD FUTURE IMPROVEMENTS BE BASED ON THIS DRAWING.
  4. IT IS THE RESPONSIBILITY OF THE OWNER TO DETERMINE THE EXISTENCE OF ANY EASEMENTS, RESERVATIONS OR RESTRICTIONS WHICH DO NOT APPEAR ON THE RECORDED SUBDIVISION PLAT.
  5. THIS LOT IS SERVED BY CITY OF HOMER WATER AND SEWER.
  6. ALL STRUCTURES OTHER THAN THE AUCTION BLOCK BUILDING ARE MOVEABLE AND NOT ON PERMANENT FOUNDATIONS.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE FOLLOWING REAL PROPERTY:  
 LOT 12-C, PORT INDUSTRIAL NO. 4 (PLAT No. 99-43 HRD)  
 LOCATED IN THE N 1/2 SEC. 1, T. 7 S., R. 13 W., S.M., ALASKA, HOMER RECORDING DISTRICT,  
 AND THAT THE IMPROVEMENTS SITUATED THEREON ARE LOCATED AS SHOWN ON THIS PLAT AND  
 THAT THERE ARE NO ROADWAYS, TRANSMISSION LINES OR OTHER VISIBLE EASEMENTS OR  
 ENCROACHMENTS ON SAID PROPERTY EXCEPT AS SHOWN.

DATED, AT HOMER, ALASKA THIS 30TH DAY OF MARCH, 2011.

*Kevin Hogan*  
 Kevin T. Bloom

SEABRIGHT SURVEY + DESIGN  
 1044 EAST END ROAD, SUITE A  
 HOMER, ALASKA 99603  
 (907) 235-4247



GRAPHIC SCALE

DATE	APRIL 2008
DRAWN	SCS
CHECKED	SCS
SCALE	AS SHOWN
PROJ NO.	08-11

**THE AUCTION BLOCK CO.**  
 PORT INDUSTRIAL NO. 4  
 ASBUILT AND TOPO

SEABRIGHT SURVEY + DESIGN  
 1044 EAST RD. SUITE A  
 HOMER, ALASKA 99603  
 (907) 235-4247  
 SEABRIGHT@SEABRIGHTALASKA.COM

**EXHIBIT G**

**PERMISSION TO OBTAIN INSURANCE POLICIES**

**(Section 9.04(d))**

The City of Homer is hereby granted permission to request and obtain copies of \_\_\_\_\_ (“Tenant”) insurance policies from Tenant’s broker and/or insurer, \_\_\_\_\_. Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant’s insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant’s broker and/or insurer; however, such revocation will constitute a default of Tenant’s lease from the City of Homer.

Date: \_\_\_\_\_

**TENANT NAME**

By:

\_\_\_\_\_ (printed name)  
\_\_\_\_\_ ( title)

By: \_\_\_\_\_  
\_\_\_\_\_ (printed name)  
\_\_\_\_\_ ( title)



## Lease Application/Assignment Form

**Directions:**

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

Applicant Name:	
Business Name:	Salmon Sisters Holdings LLC.
Email Address:	claire.neaton@gmail.com
Mailing Address:	1450 candlelight ct.
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.:	907-299-0112
Representative's Name:	Claire Newton
Mailing Address:	1450 candlelight ct.
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.:	907-299-0112
Property Location:	1401 Ice Dock Rd.
Legal Description:	Lot 12 Port Industrial Subdivision 4 tax parcel 181-034-52
Type of Business to be placed on property:	see attached:
Duration of Lease requested:	20 yrs
Options to re-new:	5 yrs + 5 yrs

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

1.	<b>Plot Plan</b>  <i>ON File</i>	<u>A drawing of the proposed leased property showing:</u> <input type="checkbox"/> Size of lot - dimensions and total square footage (to scale) <input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale). <input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed. <input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated																				
2.	<b>Development Plan</b>  <i>NA</i>	<input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Dates</th> <th style="text-align: left;">Tasks</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;">Building Use</th> <th style="text-align: left;">Dimensions and square footage</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Dates	Tasks	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
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_____	_____																					
_____	_____																					
_____	_____																					
3.	<b>Insurance</b> <i>see letter</i>	<input checked="" type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																				
4.	<b>Subleases</b> <i>See Attachment</i>	<input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 10% of proceeds paid Lessee by subtenants.																				
5.	<b>Health Requirements</b> <i>City water + sewer</i>  <i>at Fall DEC permit # AKG520000</i>	<input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																				



9. Partnership Statement

NA

If the applicant is a partnership, please provide the following:

Date of organization: \_\_\_\_\_

Type:  General Partnership  Limited Partnership

Statement of Partnership Recorded?  Yes  No

Where \_\_\_\_\_ When \_\_\_\_\_

Has partnership done business in Alaska?  Yes  No

Where \_\_\_\_\_ When \_\_\_\_\_

Name, address, and partnership share. If partner is a corporation, please complete corporation statement.

*Please attach a copy of your partnership agreement.*

10. Corporation Statement

If the applicant is a corporation, please provide the following:

Date of Incorporation: Oct 15, 2020

State of Incorporation: AK

Is the Corporation authorized to do business in Alaska?

No  Yes. Is so, as of what Date? Oct 15, 2020

Corporation is held?  Publicly  Privately If publicly held, how and where \_\_\_\_\_ is \_\_\_\_\_ the \_\_\_\_\_ stock \_\_\_\_\_ traded?

\_\_\_\_\_

**Officers & Principal Stockholders [10%+]:**

Name	Title	Address	Share
CLAIRE NENTON	MANAGER	1450 Candlelight Ct.	25.5%
EMMA LAUKITIS	MANAGER	1101 17th Ave Apt 204 Seattle, WA 98122	25.5%
Michael LAUKITIS	MGR	41630 GLADYS Ct.	24.5%
Shelley LAUKITIS	MGR	"	24.5%

Please furnish a copy of Articles of Incorporation and By-laws.

Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.

Name	Title
Claine Nenton	Manager Agent

<p>11. Applicant References</p>	<p>Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.</p> <hr/> <p>Name: <u>CINDA MARTIN</u>  Firm: <u>WELLS FARGO</u>  Title: <u>VICE PRESIDENT</u>  Address: <u>88 STERLING HIGHWAY HOMER AK 99003</u>  Telephone: <u>907 399 4574</u>  Nature of business association with Applicant: <u>Applicants have worked with Cinda Martin at Homer Wells Fargo branch for the past three years - knowledge of business expertise.</u></p> <p>Name: <u>DANA CARRELL</u>  Firm: <u>CRYSTAL CREEK LOGISTICS</u>  Title: <u>ACCOUNT MANAGER</u>  Address: <u>2900 SALASHAN LOOP FERNDALE WA 98248</u>  Telephone: <u>360 325 8129</u> <u>dana@crystalcreeklogistics.com</u>  Nature of business association with Applicant: <u>salmon systems <sup>salmon</sup> <sup>systems</sup> <sup>com</sup> has used Crystal Creek Logistics for the past three years to fulfill orders for frozen sea food.</u></p> <p>Name: <u>MARK ANDERSON</u>  Firm: <u>SILVER BAY SEAFOODS</u>  Title: <u>MANAGER - FLEET + FALSE PASS ALASKA</u>  Address: <u>4039 21ST AVE W SUITE 201, SEATTLE WA 98119</u>  Telephone: <u>206-300-1358</u> <u>907 204 1123</u>  Nature of business association with Applicant: <u>Applicants have worked with Mark Anderson in commercial fishing sector for the past three years - knowledge of business expertise.</u></p> <p>Name: <u>MEMO TORRES</u>  Firm: <u>HONEYWELL SAFETY PRODUCTS - XTRATUF</u>  Title: <u>COLLECTIONS SPECIALIST</u>  Address: <u>20 THURBER BLVD, SMITTFIELD RI 02917-1879</u>  Telephone: <u>833 604 1197 ext 2117</u> <u>Luisguillermo. TORRES@honeywell.com</u>  Nature of business association with Applicant: <u>ext: 8005028, salmon systems <sup>salmon</sup> <sup>systems</sup> <sup>com</sup> purchased product - XTRATUF boots from Honeywell safety product for the past three years. collections specialist info above.</u></p>
---------------------------------	---

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

Signature:

*Clayton*

Date:

November 4, 2020

## City of Homer Lease Application

Preamble --Salmon Sisters Holdings LLC. supports a working waterfront on the Homer Spit. The owners of the proposed lease are all commercial and sport fishermen who desire to maintain competitive buyers and fish processing in Homer.

We view our purchase of this bank owned facility as a distressed sale in that the facility was bankrupt and has been inoperable for over two years. Many prospective buyers have looked at this facility for their needs and passed. The enterprise value of the plant has declined dramatically. The condition of freezing and ice making plants is unknown. The status of fish stocks is dramatically lower than in 2008 when the last lease was adopted. Halibut landings in Homer in 2007 were 5 mil pounds and the Alaska total harvest was over 35 mil pounds. Last year Homer only processed approximately 2.5 mil pounds and state-wide only 17 million pounds of halibut were processed. The pacific cod GOA stocks declined 85% YOY in 2019, and the Kenai River Sockeye fishery is in long-term decline -- fishermen and processors are seeking a disaster declaration in 2020.) The VALUE of all of these fisheries has declined dramatically since 2008. On top of this there is only so much market share for fish landings to Homer. Any new processor potentially impacts existing processors that might be marginally healthy. The Covid pandemic magnifies business uncertainty. Our plans are under development, and we need flexibility to develop a sustainable business on this lease in Homer.

Type of business:

The facility has four spaces (see sublease description).

Salmon Sisters LLC will use existing space to further develop their e-commerce, direct to consumer fish and merchandise sales. They will use the retail counter for fish and merchandise, and the kitchen for "fresh catch" takeaway. They will use the warehouse for shipping and receiving, labeling, packaging and logistics.

The upstairs space may be utilized as a commercial office for marine related businesses, boat charter services or for marine equipment sales.

The processing, shop, mechanical, warehouse space will be used for processing commercial and sport seafood products, for secondary processing and manufacturing of food products, fish buying, cold storage, staging and logistical support, maintenance and repairs, as a general fisherman's and shipyard mechanical support facility, drydock and storage. Magic Fish Co. (owner of three boats) will immediately occupy this and some outside space.

The outside spaces will be used in support of the indoor facility and separately for storage, drydock, marine support, parking and mobile food service.

It may be necessary to have temporary seasonal caretaker housing.

And other uses as permitted under the City of Homer Marine Industrial District.

4. Subleases: Salmon Sisters Holdings LLC is currently developing plans for the lease and buildings. Our immediate identified business use will not fully utilize the facility or land. It is imperative that we sublet portions of the building and land to afford overhead costs.

The facility consists of four discrete spaces:

- 1.) upstairs office space (1600 ft sq);
- 2.) retail counter, commercial kitchen, warehouse e-commerce fulfillment space (approx. 1600 ft sq);
- 3.) processing/warehouse with blast and storage freezers and processing equipment, salt water pump and outfall line (2400 ft sq.)

All of the above have separate entrances and defined divisions.

4.) Outside spaces on the balance of the lot. Some of the outside space holds an ice machine and the refrigeration plant. We are determining at this time if these have value. Renting outside space for storage, logistics, maintenance, parking, etc. (as compatible with marine industrial zoning and our current use of the facility) will be developed.

We plan on immediately only occupying and using the number 2.) space. We are working on developing the best use for the other spaces either by our own businesses, partners or by others. For example, at this time we would look to rent the office space. (Possible tenants might be NMFS enforcement office, USCG, marine shipping or transportation companies, etc.)



November 4, 2020

Salmon Sisters Holdings, LLC

RE: City of Homer Lease Application

To whom it may concern,

This letter confirms that Salmon Sisters Holdings, LLC is working with Coastline Insurance Agency, and **will** have coverage in place for the property located 4501 Ice Dock Road, Homer, AK 99603. This coverage has been quoted, and is ready to be in place by December 1<sup>st</sup>, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Vecellio', with a horizontal line underneath.

Brian Vecellio

Owner

Coastline Insurance Agency

Salmon Sisters Holdings LLC

Salmon Sisters Holdings LLC's managing members met on Oct 18 and approved the following Resolution:

Salmon Sisters Holdings LLC shall be authorized to enter into a long term ground lease with the City of Homer for Lot 12-C Port Industrial Subdivision and the Managing members ( and specifically the Managing Agent) shall be authorized to execute the required documents.

Claire Meaton

Claire Meaton Agent October 20 2020 Date



THE STATE  
of **ALASKA**

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

FOR DIVISION USE ONLY

**Domestic Limited Liability Company**

**Initial Biennial Report**

**Entity Name:** Salmon Sisters Holdings, LLC  
**Entity Number:** 10145239  
**Home Country:** UNITED STATES  
**Home State/Prov.:** ALASKA  
**Physical Address:** 4501 ICE DOCK ROAD, HOMER, AK 99603  
**Mailing Address:** 1450 CANDLELIGHT COURT, HOMER, AK 99603

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

**Name:** Claire Neaton  
**Physical Address:** 1450 CANDLELIGHT COURT, HOMER, AK 99603  
**Mailing Address:** 1450 CANDLELIGHT COURT, HOMER, AK 99603

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

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

Full Legal Name	Complete Mailing Address	% Owned	Member
Claire Neaton	1450 Candlelight Court, Homer, AK 99603	25.5	X
Emma Laukitis	1450 Candlelight Court, Homer, AK 99603	25.5	X
Michael Laukitis	41630 Gladys Court, Homer, AK 99603	24.5	X
Shelly Laukitis	41630 Gladys Court, Homer, AK 99603	24.5	X

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

**NAICS Code:** 531190 - LESSORS OF OTHER REAL ESTATE PROPERTY

**New NAICS Code (optional):**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

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

## Certificate of Organization

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

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

**Salmon Sisters Holdings, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 15, 2020**.



Julie Anderson  
Commissioner



THE STATE  
of **ALASKA**

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

FOR DIVISION USE ONLY

## Articles of Organization

### Domestic Limited Liability Company

Web-10/15/2020 12:56:34 PM

#### 1 - Entity Name

**Legal Name:** Salmon Sisters Holdings, LLC

#### 2 - Purpose

Engage in the acquisition, development, lease and management of commercial property, and any other lawful purpose and business.

#### 3 - NAICS Code

531190 - LESSORS OF OTHER REAL ESTATE PROPERTY

#### 4 - Registered Agent

**Name:** Claire Neaton

**Mailing Address:** 1450 Candlelight Court, Homer, AK 99603

**Physical Address:** 1450 Candlelight Court, Homer, AK 99603

#### 5 - Entity Addresses

**Mailing Address:** 1450 Candlelight Court, Homer, AK 99603

**Physical Address:** 4501 Ice Dock Road, Homer, AK 99603

#### 6 - Management

The limited liability company is managed by its members.

#### 7 - Officials

Name	Address	% Owned	Titles
Claire Neaton			Organizer
Michael Laukitis			Organizer
Shelly Laukitis			Organizer
Emma Laukitis			Organizer

**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

**Salmon Sisters Holdings, LLC**

1450 Candlelight Court, Homer, AK 99603

owned by

Salmon Sisters Holdings, LLC

is licensed by the department to conduct business for the period

October 15, 2020 to December 31, 2021  
for the following line(s) of business:

53 - Real Estate, Rental and Leasing

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



**Name of person completing this online application**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** Tracey Tillion

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

3 City Manager/Finance Director

4 **RESOLUTION 20-118**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 AMENDING THE CITY OF HOMER WATER AND SEWER RATES AND  
8 UPDATING THE HOMER FEE SCHEDULE ACCORDINGLY.

9  
10 WHEREAS, Water and sewer utility services shall be reviewed annually shall take effect  
11 as of January 1, 2021; and

12  
13 WHEREAS, Based on a the water sewer rate model prepared by the Water Sewer Rate  
14 Task Force and adopted by the Homer City Council in Resolution 13-048(S-2)(A-3) adjustments  
15 to the rates are recommended and warranted to reflect the true cost of water and sewer  
16 services.

17  
18 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, that the  
19 water and sewer fees be amended and the Homer Fee Schedule be updated as follows:

20  
21 **SEWER**

22  
23 **Customer Classification Definitions for Determining Sewer Connection and Extension**  
24 **Permit Fees**

25 Single Family Residential: A unit providing housing for one household; with less than 25% of the  
26 building area used for business or commercial purposes.

27 Multi-Family Residential: A building or lot occupied by more than one household: contained within one  
28 building or several buildings within one complex. Examples of multi-family units includes duplexes,  
29 four-plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one  
30 lot (where units are normally rented or occupied for longer than one month at a time). Examples of  
31 units not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units  
32 are routinely rented or occupied for less than one month at a time.)

33 Commercial: Any user not defined as Residential.

<b>Sewer Connection Permit Fee</b>	
Single Family	\$255.00*
Multi-Family/Commercial	\$330.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a sewer connection which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.	

34

35

36 **Customer Classification Definitions for Determining Sewer Rates**

37 Lift Station Zone Customer: There are eleven sewage lift/pump stations that are used for pumping  
 38 wastewater or sewage from areas with lower elevation than the treatment plant. Customers who are  
 39 located in these areas shall be charged additional fees for the cost added to the services (see Table I  
 40 and II).

41 Non-Lift Station Zone Customer: Customers who are located in the zone that do not need lift/pump  
 42 station services.

43 Sewer System Dischargers (Sewer ONLY customers): Customers who use sewer service only shall be  
 44 charged a monthly fee of \$5 plus sewer usage fee based on assessed volume of 3,000 gallons per month  
 45 multiplied by the applicable sewage rate (see Table II). Kachemak City Local Improvement District (LID)  
 46 members have contributed to the initial cost of the sewer treatment plant and the collection system.  
 47 For Kachemak City LID dischargers connected within the LID, the City of Homer shall bill Kachemak City  
 48 in one single bill at the Lift-Station Zone Rate of \$73.95 (\$67.20 +\$6.75) per month per customer.  
 49 Kachemak City shall be billed a \$5 monthly service charge to cover all Kachemak City sewer customers  
 50 and shall be responsible for payment to the City of Homer.  
 51

52 **Sewer Rate Schedule**

53 All sewer utility services shall be billed according to the following schedule (Table I, II). This schedule  
 54 is for monthly sewer services and is in addition to any charges for connecting or disconnecting the  
 55 service, installation of the service, or any assessment of the improvements.

**Sewer Rates**

**Table I**

Customer Classification	Monthly Service	Usage Charge/Gallon
Lift-Station Customer		\$0.0224 \$_____
Non-Lift-Station Customer		\$0.0145 \$_____
Multi-units (additional per unit)	\$5.00	N/A

**Sewer ONLY Customers Rates**

**Table II**

	Fees/Rate/Usage	Per Customer Per Month
Lift-Station Customer	\$0.0224/Gal	\$67.20 \$_____
Non-Lift-Station Customer	\$0.0145/Gal	\$43.50 \$_____
Monthly Service	\$5.00/customer/mo.	\$5.00 (Kachemak City customers will be exempt from \$5 monthly service fee. Kachemak City will be billed a \$5 monthly service fee to cover all Kachemak City sewer customers.)

Pumping Fee (If Applicable)	\$6.75/customer/mo.	\$6.75
Assumption: Avg. Sewer Usage	3,000 Gal/Mo.	

56

57 Domestic sewer service customers who use large quantities of City water in addition to their domestic  
 58 use shall be allowed, with the Public Works Director's approval, to install an additional water meter on  
 59 the domestic water use line for the purpose of metering and charging for domestic sewer system use.  
 60 Sewer system use will be billed monthly.

61 The City will allow, upon approval by Public Works and a permit from the Public Works Department, a  
 62 second water usage meter – called a seasonal sewer meter – for each customer that desires to measure  
 63 the flow of City water that is not discharged to the sewer system during the summer growing season,  
 64 June 15 through September 15. Rates noted above do not apply.

65 Seasonal Sewer Meter Fee is \$251.75.

66 This second meter will be read monthly during the summer and sewer charges will be credited  
 67 monthly. The meter may not be subject to read during the fall and winter months. Any charges  
 68 accrued during that period will be reflected the first billing cycle the meter is read.

69

70

71

72 **WATER**

73

74 A 4.85% of total charges charged to every customer outside of city limits in lieu of city sales tax will be  
 75 applied to those water accounts outside city limits.

76

77 **Customer Classification Definitions for Determining Water Connection and Extension**  
 78 **Permit Fees**

79 Single Family Residential: A unit providing housing for one household; with less than 25% of the  
 80 building area used for business or commercial purposes.

81 Multi-Family Residential: A building or lot occupied by more than one household: contained within one  
 82 building or several building within one complex. Examples of multi-family units includes duplexes, four-  
 83 plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one lot  
 84 (where units are normally rented or occupied for longer than one month at a time). Examples of units  
 85 not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units are  
 86 routinely rented or occupied for less than one month at a time.)

87 Commercial: Any user not defined as Residential.

Water Connection Fee	
Single Family	\$300.00*
Multi-Family/Commercial	\$375.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a water connection	

which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.

88

89 **Customer Classification Definitions for Determining Water Rates**

90 Bulk Water Customers: The bulk water customers are the resellers of water or water users who  
91 purchase water from the water plant directly and are not in the metered water distribution system.

92 Non-Bulk Customers: All customers who receive water from the metered water distribution system.

93 Multi-Units: An additional \$5 monthly charge shall apply to each of the units of a building or lot  
94 occupied by more than one household or commercial entity contained within one building or several  
95 buildings within one complex. Examples of multi-family units include duplexes, four-plexes and up,  
96 apartments, condominiums, co-housing projects, and multiple structures on one lot (where units are  
97 normally rented or occupied for longer than one month at a time). Examples of units not considered as  
98 multi-family include hotels, motels, and B&B's seasonal rooms/cabins (where units are routinely rented  
99 or occupied for less than one month at a time.)

100 This fee applies to all multi-unit structures defined in the sewer section of this for apartments, rental  
101 units or multi-unit buildings where each unit would have one or more restrooms and are intended to  
102 be rented on a monthly basis where there is only one meter installed, excluding a rental building  
103 restroom used for shared or public use.

104

105 **Water Rate Schedule**

106 All water utility services shall be billed according to the following schedule. This schedule is for monthly  
107 water service and is in addition to any charges for connecting or disconnecting the service, installation  
108 of the service or any assessment of the improvements.

**Water Rates**

**Table III**

Customer Classification	Monthly Service	Usage Charge/Gallon
Lift-Station Customer	\$13.00	\$0.0132 \$_____
Non-Lift-Station Customer	\$13.00	\$0.0132 \$_____
Multi-units (additional per unit)	\$5.00	
Bulk Water	\$13.00	\$0.0172 \$_____

109

110 **Meter Size Deposits**

111 \$750 meter deposit shall apply to metered fire hydrant connections. The deposit will be returned when  
112 the meter is returned undamaged. This deposit may be waived upon the recommendation of the Public  
113 Works Superintendent.

114 If a bulk water customer purchases a meter from the City for measuring the quantity of water  
115 purchased, it shall be exempt from the monthly meter service charge. It is the responsibility of the bulk  
116 water customer to maintain that meter so the City can accurately determine the amount of water being  
117 purchased. In the event the meter fails, it is the bulk water customer's responsibility, at its expense, to

118 repair it or purchase a replacement meter from the City. The City may at any time test the meter for  
119 accuracy.

Size (inches)	Residential Users	Non-residential Users
5/8	\$75.00	\$220.00
3/4	\$80.00	\$230.00
1	\$90.00	\$250.00
1-1/2	\$115.00	\$310.00
2	\$150.00	\$370.00
3	\$220.00	\$525.00
4	\$310.00	\$730.00
6	\$520.00	\$1,225.00

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PASSED AND ADOPTED by the Homer City Council on this \_\_\_\_ day of November, 2020.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Revenue amounts defined in CY2021 budget.

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

3 City Manager/Finance Director

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24 **Permit Fees**

25 Single Family Residential: A unit providing housing for one household; with less than 25% of the  
26 building area used for business or commercial purposes.

27 Multi-Family Residential: A building or lot occupied by more than one household: contained within one  
28 building or several buildings within one complex. Examples of multi-family units includes duplexes,  
29 four-plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one  
30 lot (where units are normally rented or occupied for longer than one month at a time). Examples of  
31 units not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units  
32 are routinely rented or occupied for less than one month at a time.)

33 Commercial: Any user not defined as Residential.

<b>Sewer Connection Permit Fee</b>	
Single Family	\$255.00*
Multi-Family/Commercial	\$330.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a sewer connection which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.	

34

35

36 **Customer Classification Definitions for Determining Sewer Rates**

37 Lift Station Zone Customer: There are eleven sewage lift/pump stations that are used for pumping  
 38 wastewater or sewage from areas with lower elevation than the treatment plant. Customers who are  
 39 located in these areas shall be charged additional fees for the cost added to the services (see Table I  
 40 and II).

41 Non-Lift Station Zone Customer: Customers who are located in the zone that do not need lift/pump  
 42 station services.

43 Sewer System Dischargers (Sewer ONLY customers): Customers who use sewer service only shall be  
 44 charged a monthly fee of \$5 plus sewer usage fee based on assessed volume of 3,000 gallons per month  
 45 multiplied by the applicable sewage rate (see Table II). Kachemak City Local Improvement District (LID)  
 46 members have contributed to the initial cost of the sewer treatment plant and the collection system.  
 47 For Kachemak City LID dischargers connected within the LID, the City of Homer shall bill Kachemak City  
 48 in one single bill at the Lift-Station Zone Rate of ~~\$73.95~~ **\$79.65** (~~\$67.20~~ **\$72.90** + \$6.75) per month per  
 49 customer. Kachemak City shall be billed a \$5 monthly service charge to cover all Kachemak City sewer  
 50 customers and shall be responsible for payment to the City of Homer.

51

52 **Sewer Rate Schedule**

53 All sewer utility services shall be billed according to the following schedule (Table I, II). This schedule  
 54 is for monthly sewer services and is in addition to any charges for connecting or disconnecting the  
 55 service, installation of the service, or any assessment of the improvements.

**Sewer Rates**

**Table I**

Customer Classification	Monthly Service	Usage Charge/Gallon
Lift-Station Customer		<del>\$0.0224</del> <b>\$0.0243</b>
Non-Lift-Station Customer		<del>\$0.0145</del> <b>\$0.0143</b>
Multi-units (additional per unit)	\$5.00	N/A

**Sewer ONLY Customers Rates**

**Table II**

	Fees/Rate/Usage	Per Customer Per Month
Lift-Station Customer	<del>\$0.0224/Gal</del> <b>\$0.0243/Gal</b>	<del>\$67.20</del> <b>\$72.90</b>
Non-Lift-Station Customer	<del>\$0.0145/Gal</del> <b>\$0.0143/Gal</b>	<del>\$43.50</del> <b>\$42.90</b>
Monthly Service	\$5.00/customer/mo.	\$5.00 (Kachemak City customers will be exempt from \$5 monthly service fee. Kachemak City will be billed a \$5 monthly service fee to cover all Kachemak City sewer customers.)

Pumping Fee (If Applicable)	\$6.75/customer/mo.	\$6.75
Assumption: Avg. Sewer Usage	3,000 Gal/Mo.	

56

57 Domestic sewer service customers who use large quantities of City water in addition to their domestic  
 58 use shall be allowed, with the Public Works Director's approval, to install an additional water meter on  
 59 the domestic water use line for the purpose of metering and charging for domestic sewer system use.  
 60 Sewer system use will be billed monthly.

61 The City will allow, upon approval by Public Works and a permit from the Public Works Department, a  
 62 second water usage meter – called a seasonal sewer meter – for each customer that desires to measure  
 63 the flow of City water that is not discharged to the sewer system during the summer growing season,  
 64 June 15 through September 15. Rates noted above do not apply.

65 Seasonal Sewer Meter Fee is \$251.75.

66 This second meter will be read monthly during the summer and sewer charges will be credited  
 67 monthly. The meter may not be subject to read during the fall and winter months. Any charges  
 68 accrued during that period will be reflected the first billing cycle the meter is read.

69

70

71

72 **WATER**

73

74 A 4.85% of total charges charged to every customer outside of city limits in lieu of city sales tax will be  
 75 applied to those water accounts outside city limits.

76

77 **Customer Classification Definitions for Determining Water Connection and Extension**  
 78 **Permit Fees**

79 Single Family Residential: A unit providing housing for one household; with less than 25% of the  
 80 building area used for business or commercial purposes.

81 Multi-Family Residential: A building or lot occupied by more than one household: contained within one  
 82 building or several building within one complex. Examples of multi-family units includes duplexes, four-  
 83 plexes and up, apartments, condominiums, co-housing projects, and multiple structures on one lot  
 84 (where units are normally rented or occupied for longer than one month at a time). Examples of units  
 85 not considered as multi-family include hotels, motels, B&B's seasonal rooms/cabins (where units are  
 86 routinely rented or occupied for less than one month at a time.)

87 Commercial: Any user not defined as Residential.

Water Connection Fee	
Single Family	\$300.00*
Multi-Family/Commercial	\$375.00*
*All other fees for delayed or deferred services, in lieu of assessments and necessary right-of-way permits, shall be in addition to the permit fee. A property owner installing a water connection	

which qualifies for a deferred assessment payment or makes a payment in lieu of assessment shall pay the assessment prior to issuance of the connection permit.

88

89 **Customer Classification Definitions for Determining Water Rates**

90 Bulk Water Customers: The bulk water customers are the resellers of water or water users who  
91 purchase water from the water plant directly and are not in the metered water distribution system.

92 Non-Bulk Customers: All customers who receive water from the metered water distribution system.

93 Multi-Units: An additional \$5 monthly charge shall apply to each of the units of a building or lot  
94 occupied by more than one household or commercial entity contained within one building or several  
95 buildings within one complex. Examples of multi-family units include duplexes, four-plexes and up,  
96 apartments, condominiums, co-housing projects, and multiple structures on one lot (where units are  
97 normally rented or occupied for longer than one month at a time). Examples of units not considered as  
98 multi-family include hotels, motels, and B&B's seasonal rooms/cabins (where units are routinely rented  
99 or occupied for less than one month at a time.)

100 This fee applies to all multi-unit structures defined in the sewer section of this for apartments, rental  
101 units or multi-unit buildings where each unit would have one or more restrooms and are intended to  
102 be rented on a monthly basis where there is only one meter installed, excluding a rental building  
103 restroom used for shared or public use.

104

105 **Water Rate Schedule**

106 All water utility services shall be billed according to the following schedule. This schedule is for monthly  
107 water service and is in addition to any charges for connecting or disconnecting the service, installation  
108 of the service or any assessment of the improvements.

**Water Rates**

**Table III**

Customer Classification	Monthly Service	Usage Charge/Gallon
Lift-Station Customer	<del>\$13.00</del> <b>\$14.00</b>	<del>\$0.0132</del> <b>\$0.0107</b>
Non-Lift-Station Customer	<del>\$13.00</del> <b>\$14.00</b>	<del>\$0.0132</del> <b>\$0.0107</b>
Multi-units (additional per unit)	\$5.00	
Bulk Water	<del>\$13.00</del> <b>\$14.00</b>	<del>\$0.0172</del> <b>\$0.0147</b>

109

110 **Meter Size Deposits**

111 \$750 meter deposit shall apply to metered fire hydrant connections. The deposit will be returned when  
112 the meter is returned undamaged. This deposit may be waived upon the recommendation of the Public  
113 Works Superintendent.

114 If a bulk water customer purchases a meter from the City for measuring the quantity of water  
115 purchased, it shall be exempt from the monthly meter service charge. It is the responsibility of the bulk  
116 water customer to maintain that meter so the City can accurately determine the amount of water being  
117 purchased. In the event the meter fails, it is the bulk water customer's responsibility, at its expense, to

118 repair it or purchase a replacement meter from the City. The City may at any time test the meter for  
119 accuracy.

Size (inches)	Residential Users	Non-residential Users
5/8	\$75.00	\$220.00
3/4	\$80.00	\$230.00
1	\$90.00	\$250.00
1-1/2	\$115.00	\$310.00
2	\$150.00	\$370.00
3	\$220.00	\$525.00
4	\$310.00	\$730.00
6	\$520.00	\$1,225.00

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PASSED AND ADOPTED by the Homer City Council on this 23<sup>rd</sup> day of November.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Revenue amounts defined in FY2021 budget.



# City of Homer

[www.cityofhomer-ak.gov](http://www.cityofhomer-ak.gov)

Finance Department

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(p) 907-235-8121

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## Memorandum 20-196

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Elizabeth Walton, Finance Director  
DATE: November 18, 2020  
SUBJECT: Defining Inputs of Water and Sewer Rate Model

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The purpose of this memo is to provide Council with an updated Rate model and to also provide definitions for each of the model inputs.

### **Status Update:**

At a previous council meeting, Finance presented a multitude of different rate scenarios. The model being proposed to Council at this meeting utilizes Scenario 3 as the basic framework and then incorporates the following modifications:

- The transfer to reserves amount was removed from each rate model, as the general consensus was to remove this input. Given that FY21 is to be truncated and there is a possibility of us connecting rate setting with the FY22 budget process, it felt appropriate to accommodate to this request.
- The hydrant rents formula was modified to more accurately reflect the intent of the previous Water and Sewer Task Force. Previously the formula accounted for a 50/50 split of the 10% of total water revenue required. The intent was for this input to strictly represent 10% and not the shared cost component.
- The total meter count has been updated to 1843 (from 1808) to reflect a more current meter count.

### **Water Rate Model:**

The total operating revenue required represents total operating revenue less transfers to reserves. Please reference page 126 of the current budget document for the total operating revenue (\$2,168,670) and page 130 for the budgeted transfer to water reserves (\$206,071).

The model backs out three fixed fee components.

1. Portion Collected through the Service Fee
  - These costs cover a portion of the administrative costs associated with the processing of utility payments. This value is derived by taking 40% of total Finance budget for FY21 (\$752,789 – page 77 of current budget document).

2. Hydrant Rents
  - These are costs associated with maintaining the water hydrants. This cost is budgeted at 10% of total water revenue required (\$1,962,599).
3. Surplus Water Sales (Bulk)
  - This amount is determined by applying the bulk surcharge (0.004/gallon) to the prior year total gallons consumed by bulk users. This is backed out because these expenses are captured by the separate rate for bulk users.

## **Consumption**

The water consumption line is determined by prior years gross meters water sales (in gallons). The water usage at the Sewer Treatment Plant has been backed out of this figure, as it has been determined to be an operational cost. The model rounds up to the nearest million for ease of reporting.

## **Rates**

The water rates are broken into three categories. The commodity rate (per gallon) is generated by dividing the total revenue required by the estimated water sales. This ensures that the whole population of water users are contributing to an equal share of costs. The bulk rate (per gallon) is applying a surcharge of 0.004 per gallon to the set commodity rate. The monthly fees is determined by dividing the budgeted administrative costs by the current number of water meters. As of the most recent billing, there were a total of 1,843 meters.

## **Sewer Rate Model:**

The total operating revenue required represents total operating revenue less transfers to reserves. Please reference page 126 for the total operating revenue (\$1,788,617) and page 138 for the budgeted transfer to sewer reserves (\$54,594).

The model backs out four fixed fee components.

1. Costs associated with the Lift Station
  - Please reference page 141 of the current budget document for the total cost of maintaining the lift station (\$222,021). These costs are backed out because the users on the lift station bear the complete costs associated with maintaining this infrastructure.
2. Pumping fee for Kachemak City users
  - The City RFP's the pumping contract every three years and the costs of the contract is divided up amongst the number of users in this LID. As of March 2020 billing, there are currently 134 users.
3. Dumping station fee
  - Please reference page 127 of the current budget document for the total dumping fee. This fee has been determined to be an operational cost and, as such the fee is not forwarded along to customers.
4. Set rate assigned to only multi-units and Kachemak City meters
  - This is an additional fee charged to help offset added costs associated with maintaining such infrastructure.

## **Usage**

The sewer usage is determined by the by the number of gallons actually billed for in the prior fiscal year. The model rounds up to the nearest million for ease of reporting.

## **Rates**

The sewer rate is broken into two categories (non-lift and lift station). The non-lift rate is generated by dividing the total revenue required by the projected billable volume for non-lift. The lift station rate is generated by dividing the total revenue required by the projected billable volume for only the lift zone.

## **Items to Consider**

There are other items to consider when making rate decisions. The primary item to keep in mind is the budgetary impacts of rate changes. The conversation tends to focus on the direct impacts of rate changes, but the indirect impacts are sometimes forgotten. As rates decrease, so too will utility bills and that has an indirect impact on sales tax collection. Sales tax is a component of our water/sewer bills and if total billings decreases there will be a loss in sales tax revenue collected. It is important to keep this piece in mind as revenue expectations are getting tighter.

Transfers to reserves is a necessary component of the rate structure, but Administration felt it was a valid option to remove thus piece from the model this round. When we go through the FY22/23 budget process more discussion will need to occur to determine better policy on incorporating the funding of reserves in the rate model and budget.

## **Recommendation:**

Review the model and approve the rates set forth.

# Rate Calculations

<b>WATER Rate Model</b>	
<b>Revenues</b>	
2021 Operating Revenue Required - Water	\$ 1,962,599
Reserve Requirement	
Deduct Portion Collected through Service Fee	(301,116)
Hydrant Rents (10% of Total)	(196,260)
Surplus Water Sales (Bulk) surcharge only	(67,796)
Revenue Required for Commodity Rate Calculation	\$ 1,397,428
<b>Water Consumption (Gallons)</b>	
Total Estimated Water Sales	131,000,000
<b>Water Rates:</b>	
Commodity Rate (per gal)	\$ 0.0107
Bulk Rate (per gal)	\$ 0.0147
Monthly Fees	\$ 14
<b><u>Consumption Additional Information:</u></b>	
FY19 Gross Meters Water Sales (Gallons)	131,478,500
<b>SEWER Rate Model</b>	
<b>Revenues</b>	
2021 Total Operating Revenue Required - Sewer	\$ 1,734,023
Reserve Requirement	
Lift Stations Costs	(222,021)
Pumping Fee	(10,050)
Dumping Station Fees	(6,156)
Multi-Units and K-city (\$5/unit/mo.)	(70,320)
Revenue Required for Commodity Rate Calculation	\$ 1,425,476
<b>Sewer Usage (Gallons)</b>	
Projected Billable Volume	78,000,000
Projected Billable Volume - Lift Zone Only	22,000,000
Total Projected Billable Volume	100,000,000
<b>Sewer Rate</b>	
Non-Lift Station Rate	\$ 0.0143
Lift Station Rate	\$ 0.0243
<b><u>Lift Station Additional Information:</u></b>	
FY 19 Actually Billed Gallons (Lift Station Zone Only)	21,706,300

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

3 City Manager  
4 Public Works Director

5 **RESOLUTION 20-126**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AWARDED A TERM CONTRACT FOR PROFESSIONAL  
9 ENGINEERING SERVICES TO SEABOLD CONSULTING LLC; AND  
10 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE  
11 THE APPROPRIATE DOCUMENTS.  
12

13 WHEREAS, Public Works maintains eight engineering services term contracts which are  
14 awarded through a competitive qualifications-based procedure. This was last accomplished in  
15 2017 and these contracts will expire in 2022; and  
16

17 WHEREAS, Only one of these contracts is with a local firm; and  
18

19 WHEREAS, The City encourages Departments to use local businesses whenever possible  
20 (i.e. – 5% local bidders preference), and  
21

22 WHEREAS, Homer’s existing City Engineer, Carey Meyer, PE, after over twenty years of  
23 service to the City of Homer, is retiring at the end of November, leaving multiple projects  
24 started during his tenure unfinished and taking countless volumes of institutional history with  
25 him; and  
26

27 WHEREAS, Mr. Meyer has formed a professional engineering services firm, to be known  
28 as Seabold Consulting, LLC, which will be available to help the City with pending projects as  
29 well as serve as a resource for new staff; and  
30

31 WHEREAS, All term contracts will expire in 2022 and a new competitive process will be  
32 completed; and  
33

34 WHEREAS, This award is not final until written notification is received by the firm from  
35 the City of Homer.  
36

37 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, based on  
38 the value of having a term contract with a local firm, possessing decades of institutional history  
39 with the City, awards a short-term term contract for engineering services (from October 2020  
40 to April 2022) to Seabold Consulting, LLC, of Homer, Alaska, and authorizes the City Manager  
41 to negotiate and execute the appropriate documents.  
42  
43

44 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of November, 2020.

45

46

CITY OF HOMER

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KEN CASTNER, MAYOR

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51 ATTEST:

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\_\_\_\_\_  
54 MELISSA JACOBSEN, MMC, CITY CLERK

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56 Fiscal Note: Each project completed under this term contract will have a separate account  
57 number/project number associated for engineering/design or other project support.



## **Memorandum 20-195**

TO: City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, Director of Public Works  
DATE: November 10, 2020  
SUBJECT: Term Contract for Engineering Services to Seabold Consulting, LLC

---

**Issue:** City Engineer Carey Meyer, PE, is retiring soon. He takes with him over two decades of institutional history with the City of Homer and leaves multiple projects unfinished. My goal is put a contractual vehicle in place, which I can use to access Mr. Meyer's background to help finish pending projects and support the Public Works Department with technical support, as needs arise.

### **Background:**

**A. Carey Meyer's Retirement.** Carey Meyer, PE, has served the City as Public Works Director/City Engineer for over 20 years and is retiring at the end of November, 2020. In those years, he gained considerable institutional history, which he takes with him when he leaves City employment. Further, multiple projects, begun during his tenure, are still unfinished. Mr. Meyer has formed an engineering services firm, Seabold Consulting, LLC, from which he is able to provide professional consulting services on a part-time basis. I request that we issue a Term Contract to Seabold Consulting, LLC, so I can use Mr. Meyer to (1) help bring some of the pending projects to conclusion and (2) continue to help me get orientated to Homer's multi-faceted technical history. Expenses associated with Mr. Meyer's participation in projects would be charged to the projects he supports as well as our department's professional services budget line item.

**B. Normal Term Contract process.** To refresh your memory, here is a mini-treatise on the City's Term Contract process. The Term Contract Roster has become the City's most commonly used vehicle for engaging engineering/survey firms. It is a roster of firms, selected in accordance with the following process:

1. The City issues a publicly advertised Request for Qualifications ("RFQ").
2. Staff evaluates the Statements of Qualifications ("SOQ"), using a set of criteria, which were published in the RFQ.
3. Staff selects the firm(s), which it deems most qualified and seeks City Council authorization to award "Term Contracts" to the selected firms.
4. The Term Contracts are executed. These are generic contracts, which do not prescribe any particular scopes of work.

5. As the City requires engineering services, the City Engineer invites the firms on the roster, qualified to perform the specific type of work, to submit a proposal for a designated scope of work.
6. City staff negotiates the scope, schedule and budget and issues a “Task Order” for the work.

Currently, the City has Term Contracts with eight firms, only one of which is a local firm. All the existing Term Contracts expire in 2022, at which time, the City will start the process over and generate a new roster.

**C. Action Recommended:**

That the City Council authorize a Term Contract to Seabold Consulting, LLC