



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

City of Homer Agenda

**City Council Regular Meeting
Monday, April 11, 2022 at 6:00 PM**

In Person at City Hall Cowles Council Chambers and by Zoom Webinar

<https://cityofhomer.zoom.us/j/205093973?pwd=UmhJWEZ3ZVdvbDkxZ3NtbldlNINXQT09>

Or 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 Passcode: 610853

CALL TO ORDER, PLEDGE OF ALLEGIANCE

Councilmember Lord requests excusal.

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

MAYORAL PROCLAMATIONS AND RECOGNITIONS

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 Regular Meeting Minutes of March 29, 2022. City Clerk. Recommend adoption.
- [b.](#) Memorandum 22-059 from Deputy City Clerk Re: New Liquor License for Homeslice Pizza and Liquor License Renewal for BPO Elks Lodge. Recommend approval.
- [c.](#) Ordinance 22-21, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Authorizing the Expenditure of \$13,800 from the General Fund Capital Asset Repair and Maintenance Allowance Fund for Upgrades to the City Clerk's Office and Equipment for City Hall. City Manager/City Clerk. Recommended dates Introduction April 11, 2022, Public Hearing and Second Reading April 25, 2022.

Memorandum 22-060 from City Clerk as backup.

- [d.](#) Ordinance 22-22, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by an Amount not to Exceed \$800,000 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance Fund for the Purchase of an Enforcer

2500 Gallon Tender Fire Truck. City Manager/Mayor. Recommended dates Introduction April 11, 2022, Public Hearing and Second Reading April 25, 2022.

Memorandum 22-061 from City Manager as backup.

- e. Resolution 22-028, A Resolution of the City Council of Homer, Alaska Approving an Amendment to the Property Development Plan of the Copper River Seafoods Lease for Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, According to Plat No. 80-92, Containing 15,300 Sq Ft, Kenai Peninsula Borough Parcel #18103425. City Manager. Recommend adoption.

Memorandum 22-062 from Port & Harbor Advisory Commission as backup.

- f. Resolution 22-029, A Resolution of the City Council of Homer, Alaska Authorizing the Award of a Contract to Design the Ben Walters Lane Sidewalk to HDR Engineering Consultants LLC in an Amount not to Exceed \$73,436 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 22-063 from Public Works Director as backup.

- g. Resolution 22-030, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Execute a Loan Agreement with the State of Alaska Department of Environmental Conservation for an Alaska Drinking Water Fund Loan in the Amount of \$277,090 for the Tasmania Court Water Improvement Project. City Manager/Public Works Director. Recommend adoption.

VISITORS

- a. COVID-19 Agency Update Derotha Ferraro, South Peninsula Hospital Director of Public Relations & Marketing and Lorne Carroll, State of Alaska Public Health Nurse III (10 minutes)

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

- a. Worksession Report
- b. Committee of the Whole Report
- c. Mayor's Report
- d. Lunch with a Councilmember Report - Councilmember Davis
- e. Borough Report
- f. Planning Commission Report

PUBLIC HEARING(S)

- a. Ordinance 22-16, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$30,000 from the Fishing Lagoon Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Funding the Development of an Engineered Concept and Cost Estimate for an Accessible Fishing Platform at the Nick Dudiak Fishing Lagoon. City Manager/Public Works Director. Introduction March 29, 2022 Public Hearing and Second Reading April 11, 2022.

Memorandum 22-047 from Public Works Director as backup.

- b. Ordinance 22-18(S), An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$461,446 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Fund the City's Portion of Costs for Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts. City Manager/Public Works Director. Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-064 from Public Works Director as backup.

- c. Ordinance 22-19, An Ordinance of the City Council of Homer, Alaska, Amending the FY22 Capital Budget by Appropriating Funds in the Amount of \$ 56,450 from the Port Reserves Fund for the Purpose of Engaging R&M Consultants' Grant Assistance and Engineering Support Teams to Develop and Submit a 2022 Port Infrastructure Development Program Grant Application for Homer Harbor's Float Replacement Project. Erickson/Port. Introduction March 29, 2022 Public Hearing and Second Reading April 11, 2022.

Memorandum 22-050 from Port Director as backup.

Memorandum 22-051 from Port & Harbor Advisory Commission as backup.

- d. Ordinance 22-20, An Ordinance of the City Council of Homer, Alaska Amending the FY22/23 Operating Budget to Provide for Necessary Mid-Biennium Budget Amendments. City Manager. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-065 from City Manager as backup.

Memorandum 22-052 from City Manager as backup.

ORDINANCE(S)

CITY MANAGER'S REPORT

- a. City Manager's Report

PENDING BUSINESS

NEW BUSINESS

RESOLUTIONS

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, April 25, 2022 at 6:00 p.m., Worksession 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.

Session 22-06 a Regular Meeting of the Homer City Council was called to order on March 29, 2022 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: COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, HANSEN-CAVASOS, LORD, VENUTI

STAFF: CITY MANAGER DUMOUCHEL
CITY CLERK JACOBSEN
FINANCE DIRECTOR WALTON
CITY PLANNER ABOUD
PUBLIC WORKS DIRECTOR KEISER
DEPUTY CITY PLANNER & SPECIAL PROJECTS COORDINATOR ENGBRETSSEN
INFORMATION TECHNOLOGY ANALYST SULCZYNSKI
CITY ATTORNEY GATTI

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

Mayor Castner announced the following supplemental items- **Consent Agenda** Memorandum 22-046 from Deputy City Clerk Re: Liquor License Renewals for Odin Mead and Grace Ridge Brewing. Non-objection notice for Odin Mead from Kenai Peninsula Borough Clerk's Office; Ordinance 22-18(S), An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$461,446 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Finance the Cost of the Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts. City Manager/Public Works Director, and updated Financial Supplement. **Visitors** Climate Action Internship with the City of Homer Public Works Department - Catherine Barrie (10 minutes) **City Manager's Report** Letter from Homer Foundation Re: City of Homer Grants Program 2022; **Audience Comments** Written public comments from Doug VanPatten re: Parking on the Spit.

MAYORAL PROCLAMATIONS AND RECOGNITIONS

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 Regular Meeting Minutes of March 14, 2022. City Clerk. Recommend adoption.
- b. Memorandum 22-045 from Mayor Castner Re: Reappointment of Kate Finn & Marcia Kuszmaul to the Library Advisory Board, Jay Cherok & Deborah Brown to the Economic

Development Advisory Commission, and Appointment of Bruce Friend to the Port & Harbor Advisory Commission. Recommend approval.

- c. Memorandum 22-046 from Deputy City Clerk Re: Liquor License Renewals for Odin Mead and Grace Ridge Brewing. Recommend approval.
- d. Ordinance 22-16, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$30,000 from the Fishing Lagoon Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Funding the Development of an Engineered Concept and Cost Estimate for an Accessible Fishing Platform at the Nick Dudiak Fishing Lagoon. City Manager/Public Works Director. Recommended dates Introduction March 29, 2022 Public Hearing and Second Reading April 11, 2022.

Memorandum 22-047 from Public Works Director as backup.

- e. Ordinance 22-17, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 21.03.040 Definitions used in Zoning Code under “Dwelling” or “Dwelling Unit”, to Exclude the Use of Connex Boxes or other Similar Intermodal Shipping Containers. Planning Commission. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-048 from City Planner as backup.

Moved to Ordinances. Aderhold.

- f. Ordinance 22-18, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$943,858 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Finance the Cost of the Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts. City Manager/Public Works Director. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-049 from Public Works Director as backup.

Moved to Ordinances. Aderhold.

- g. Ordinance 22-19, An Ordinance of the City Council of Homer, Alaska, Amending the FY22 Capital Budget by Appropriating Funds in the Amount of \$ 56,450 from the Port Reserves Fund for the Purpose of Engaging R&M Consultants’ Grant Assistance and Engineering Support Teams to Develop and Submit a 2022 Port Infrastructure Development Program Grant Application for Homer Harbor’s Float Replacement Project. Erickson/Port. Recommended dates Introduction March 29, 2022 Public Hearing and Second Reading April 11, 2022.

Memorandum 22-050 from Port Director as backup.

Memorandum 22-051 from Port & Harbor Advisory Commission as backup.

- h. Resolution 22-021, A Resolution of the City Council of Homer, Alaska Approving and Accepting a Donation for the City of Homer Municipal Art Collection from Alaska Artist Deland Anderson Entitled "Seven". City Clerk/PARCAC. Recommend adoption.

Memorandum 22-054 from Deputy City Clerk as backup.

Moved to Resolutions. Aderhold.

- i. Resolution 22-022, A Resolution of the City Council of Homer, Alaska Approving and Accepting a Donation from the Bunnell Street Arts Center of a Two Part Mural by Alaskan Artist Kim McNett Inspired by the Peatland Project to be Placed on the Exterior of the Homer Airport on each side of the Entrance Door. City Clerk/PARCAC. Recommend adoption.

Memorandum 22-055 from Parks Art Recreation and Culture Advisory Commission (PARCAC) as backup.

Moved to Resolutions. Aderhold.

- j. Resolution 22-023, A Resolution of the City Council of Homer, Alaska Acknowledging the Sufficiency of the Bunnell Avenue/Charles Way Water and Sewer Special Assessment Districts and Approving the Improvement Plan, Estimated Cost of Improvements, and Assessment Methodology, and Superseding Resolution 22-017(A). City Clerk. Recommend adoption.

Memorandum 22-056 from City Clerk as backup.

- k. Resolution 22-024, A Resolution of the City Council of Homer, Alaska in Support of State of Alaska House Bill 54 Establishing the Alaska Invasive Species Council in the Department of Fish and Game. Aderhold. Recommend adoption.

- l. Resolution 22-025, A Resolution of the City Council of Homer, Alaska Supporting Alaska House Bill 25 and Encouraging Automatic Registration for Vessels Active in the Alaska Commercial Fisheries Entry Commission (CFEC) Database. Lord. Recommend adoption.

- m. Resolution 22-026, A Resolution of the City Council of Homer, Alaska Approving an Eleven Month Sublease at the Homer Airport Terminal for Kenai Aviation Operations LLC, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director.

Memorandum 22-026 from Port & Harbor Advisory Commission as backup.

Items e. and f. moved to Ordinances items b and c. Aderhold

Items h. and i. moved to Resolutions items b. and c. Aderhold

City Clerk Jacobsen read the consent agenda and recommendations.

ADERHOLD/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. COVID-19 Agency Update Derotha Ferraro, South Peninsula Hospital Director of Public Relations & Marketing and Lorne Carroll, State of Alaska Public Health Nurse III (10 minutes)

Lorne Carroll reported on daily confirmed cases worldwide and in the United States, COVID hospitalizations in Alaska by age group, and reviewed the Omicron variants prevalence in Alaska. He reviewed the CDC Dashboard's Community Levels by County and how to use the information provided. He also touched on statewide hospital capacity, and information on outpatient treatment, and COVID vaccination boosters.

Derotha Ferraro reported that South Peninsula Hospital (SPH) care and services are open as normal with masking required. Week ending March 22 had five emergency room visits for COVID, two new hospitalizations, 377 tests, 41 positive, six infusions, and 14 vaccines. The weekly numbers are posted on the SPH website. They're waiting for recommendations regarding second booster shot rollouts. The preferred treatment right now is the oral antiviral Paxlovid, available by prescription, then monoclonal antibody infusion.

- b. Climate Action Internship with the City of Homer Public Works Department - Catherine Barrie (10 minutes)

Catherine Barrie presented on projects she's working on through the Semester by the Bay Program as an intern with the Public Works Department. The projects include work on the Homer Climate Action Plan Progress Report, Environmental Resource Directory, Interpretive Trail Signage, Homer Climate Champions Facebook page and community outreach initiative, and the 2022 American Climate Leadership Summit.

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

a. Committee of the Whole Report

Councilmember Aderhold reported Council discussed Ordinance 22-16 regarding ADA improvement planning at the fishing lagoon, Resolutions 22-021 and 22-022 regarding art donations, and Ordinance 22-17 regarding eliminating the use of connexes as dwellings. They also had an update on the HERC/Pioneer Avenue Redevelopment Project.

b. Worksession Report

City Manager Dumouchel reported Council heard a legislative update from Representative Sarah Vance, and lobbyist update from the city's lobbyists Christine Hess and Reggie Joule with J&H Consulting.

c. Mayor's Report

Mayor Castner reported there is a lot going on at the Council level and at the staff level. He's going to attempt to have some reporting from departments periodically at the Council meetings.

d. Borough Report

Kenai Peninsula Borough Assembly Member Lane Chesley reported Mayor Castner and Public Works Director Keiser will be attending the KPB Lands Committee meeting to present Homer's Green Infrastructure Plan. It will be a lead in to their discussion on disposal of KPB land on Kachemak Drive that were removed from last year's land disposal sale. They have an ordinance to make a permanent hire at Homer's transfer facility to have one full time lead landfill operator, three full time laborer operators, and one temporary laborer. KPB has contracted with a company to acquire new imagery and footprint data across the borough. Under terms of the contract KBP is allowed to share the geographic data with cities in the borough.

e. Library Advisory Board

Library Advisory Boardmember Michael McKinney reported at their last meeting the board addressed revisions to Facility Use Policy, and proposed updating copy fees. They received information about checkout data and increases up to COVID and how numbers are coming back up. They also discussed the Planned Giving Program, and he reported there is new furniture in the Children's Room.

f. Planning Commission

Planning Commissioner Syverine Bentz reported on the Commissions discussion of the Hazard Mitigation Plan update at their last meeting.

g. Parks Art Recreation and Culture Advisory Commission

Parks Art Recreation and Culture Advisory Commissioner Ingrid Harrald reported on the HERC/Pioneer Avenue Revitalization public events. At the last Commission meeting they had a presentation on the Peatlands mural proposed for the airport and recommended approval for that art along with the donation from Deland Anderson. They reviewed the amendments to the mural policy and recommend approval of that as well. They heard from staff on the draft Non-Motorized Transportation and Trails Plan update, ADA upgrades the KHLT Park and the fishing lagoon. She also noted work being done on agreements with groups using the ball fields, and conversations regarding green cemeteries prompted by resident Barb Seaman.

h. Port and Harbor Advisory Commission

Port and Harbor Advisory Commission Chair Crisi Matthews reported at their last meeting the Commission had a budget worksession and a lease modification. They request support from Council in the adopting Ordinance 22-19 and hiring R&M Consultants to assist with grant preparation for float repair. They reviewed updates to the parking study that show increasing paid parking will be profitable for the harbor, and the Commission will continue to address parking needs and will be making requests to Council for support. She touched on funding for the Port and Harbor expansion project and the Commission will continue to focus on keeping the projects momentum in the forefront.

PUBLIC HEARING(S)

- a. Ordinance 22-13, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 21.57 Large Retail and Wholesale Stores, Eliminating Maximum Parking Requirement. Planning Commission. Introduction March 14, 2022 Public Hearing and Second Reading March 29, 2022.

Memorandum 22-038 from City Planner as backup.

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

ADERHOLD/VENUTI MOVED TO ADOPT ORDINANCE 22-13 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- b. Ordinance 22-14, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 5.24 Fireworks, Repealing Chapter 19.02 Large Special Events and Reenacting Chapter 5.46 Special Events, and Amending Section 1.16.040, Disposition of Scheduled Offences-Fine Schedule. Venuti/Hansen-Cavasos. Introduction March 14, 2022 Public Hearing and Second Reading March 29, 2022.

Memorandum 22-039 from City Manager as backup.

Memorandum 22-040 from Deputy City Planner & Special Projects Coordinator as backup.

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

HANSEN-CAVASOS/VENUTI MOVED TO ADOPT ORDINANCE 22-14 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- c. Ordinance 22-15, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 8.11 Mobile Food Service. Venuti/Hansen-Cavasos. Introduction March 14, 2022 Public Hearing and Second Reading March 29, 2022.

Ordinance 22-15(S), An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 8.11 Mobile Food Service. Venuti/Hansen-Cavasos.

Memorandum 22-041 from City Manager as backup.

Memorandum 22-040 from Deputy City Planner & Special Projects Coordinator

Mayor Castner opened the public hearing.

Karin Marks, city resident, commented in support of the changes related to mobile food trucks and suggested they should be required to have a State Business Licenses to keep them on par with the brick and mortar businesses.

There were no further comments and the hearing was closed.

VENUTI/ADERHOLD MOVED TO ADOPT ORDINANCE 22-15 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

VENUTI/ADERHOLD MOVED TO SUBSTITUTE ORDINANCE 22-15(S) FOR 22-15.

There was no discussion on the motion to substitute.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VENUTI/ADERHOLD MOVED TO AMEND LINE 212 TO CHANGE THE WORDS SHALL BE PUNISHED BY A FINE TO MAY BE FINED.

In response to questions about changing shall to may City Manager Dumochel explained using “may” provides him the desecration in instances where a fine may not be warranted, and a warning may be more appropriate.

ADERHOLD/VENUTI MOVED TO AMEND THE AMENDMENT TO READ MAY BE SUBJECT TO A FINE.

There was no discussion.

VOTE (secondary amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the amendment as amended.

VOTE (primary amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There were comment from councilmembers in support of including a requirement for a state business licenses, in addition to the other requirements. City Manager Dumouchel noted his primary concern for the city regarding licensing is that they have their Alaska Department of Environmental Health Mobile Food Service Permit.

LORD/ADERHOLD MOVED TO AMEND LINE 101 AFTER GENERAL PUBLIC, ADD STATE OF ALASKA BUSINESS LICENSE, AND ON LINE 102 CHANGE DEPARTMENT TO DIVISION.

There were comments that this addresses the public comment and the concern was also demonstrated in the feedback from the Commissions, in helping to ensure people are being held to the same standards.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

There was no further discussion on the main motion as amended.

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

Motion carried.

Mayor Castner called for a brief recess at 7:34 p.m. and reconvened the meeting at 7:44 p.m.

ORDINANCE(S)

- a. Ordinance 22-20, An Ordinance of the City Council of Homer, Alaska Amending the FY22/23 Operating Budget to Provide for Necessary Mid-Biennium Budget Amendments. City Manager. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-052 from City Manager as backup.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 22-20 BY READING OF TITLE ONLY.

City Manager Dumouchel reviewed the points in Memorandum 22-052 and responded to questions from Council.

Councilmembers were generally supportive of the amendments and understanding of the need for additional staffing but some shared concerns about adding staff positions and being able to sustain them after so many years of tight budgets.

Mayor Castner shared that he's felt the administrative capacity has been lacking to accomplish the big projects we want to get done. He thinks the City Manager has done well in recognizing our deficiencies and working to address them. He supports all of the amendments because he thinks it's the way Homer grows, and we're in a position now to do it fairly painlessly.

There was also discussion regarding the administrative fee relief. City Manager Dumouchel explained that organizationally we're doing well and this is an opportunity to give relief to other departments. It's not proposed as a permanent change, it's something that's been suggested before, and Council can bring it back when they feel it's appropriate.

VOTE (introduction): NON OBJECTION: UNANIMOUS CONSENT

- b. Ordinance 22-17, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Section 21.03.040 Definitions used in Zoning Code under “Dwelling” or “Dwelling Unit”, to Exclude the Use of Connex Boxes or other Similar Intermodal Shipping Containers. Planning Commission. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-048 from City Planner as backup.

ADERHOLD/ERICKSON MOVED TO INTRODUCE ORDINANCE 22-17 BY READING OF TITLE ONLY.

Council expressed their appreciation of the Planning Commission’s work regarding this ordinance and it was noted that the Commission’s vote was 4 to 3 to recommend it to Council.

Councilmember Davis explained connexes are being improved into livings spaces in ways people are finding acceptable and shared some photos supporting that. He believes they need to think carefully about completely banning all uses of all containers in Homer. He also noted their discussion at their visioning sessions related to introducing building codes for Homer so he’s not sure it makes sense to rush forward with an ordnance addressing this one aspect of building in Homer.

Councilmember Erickson concurred and shared examples of connexes that have been converted into temporary housing for employees in Seward and explained how that could be beneficial in Homer for our seasonal workers.

Councilmember Lord shared that she doesn’t feel this is an appropriate change to code to single out one type of building material when, as the City Planner has said, you could build a home out of milk crates. The concerns addressed by the Commission in their minutes, including health and safety and aesthetics, need to be addressed holistically and aren’t unique to a connex or any particular structure, this is where building code comes in.

Councilmember Aderhold doesn’t agree with this ordinance for the reasons that have been stated and questioned the impacts of introducing.

Mayor Castner suggested that if Council wants to address this in a holistic way, then it would be better to dispense with the motion now, and bring forward something more holistic. There were comments in agreement.

VOTE: NO: VENUTI, ERICKSON, ADERHOLD, LORD, DAVIS, HANSEN-CAVASOS

Motion failed.

- c. Ordinance 22-18, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$943,858 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Finance the Cost of the Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts. City Manager/Public Works Director. Recommended dates Introduction March 29, 2022, Public Hearing and Second Reading April 11, 2022.

Memorandum 22-049 from Public Works Director as backup.

Ordinance 22-18(S), An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$461,446 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Finance the Cost of the Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts. City Manager/Public Works Director.

ADERHOLD/VENUTI MOVED TO INTRODUCE ORDINANCE 22-18 BY READING OF TITLE ONLY.

ADERHOLD/VENUTI MOVED TO SUBSTITUTE ORDINANCE 22-18(S) FOR 22-18.

There was no discussion.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

City Manager Dumouchel explained the original ordinance was a miscommunication and we are not looking at financing the entire project through HAWSP, but want to get the City's share squared away.

VOTE (introduction): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

CITY MANAGER'S REPORT

- a. City Manager's Report

City Manager Dumouchel reviewed items in his written report and responded to questions from Council.

PENDING BUSINESS

- a. Resolution 21-073, A Resolution of the City Council of Homer, Alaska Updating the City of Homer Gift, Donation, and Art Policies, Procedures, and Guidelines to add a section on Murals, and Amend Language and Processes.

Memorandum 22-053 from Deputy City Clerk as backup.

ADERHOLD/VENUTI MOVED TO ADOPT RESOLUTION 21-073 BY READING OF TITLE ONLY.

ADERHOLD/LORD MOVED TO AMEND LINE 245 OF THE POLICY TO READ MURAL POLICY AND DELETE GUIDELINES AND PROCEDURES; LINE 253 REMOVE THE COLON AFTER PURPOSE; LINE 259 ADD THE WORD POLICY.

Councilmember Aderhold explained that with the changes proposed in this draft it doesn't seem like guidelines and procedures anymore, and is policy.

Councilmember Lord supports the changes to the mural policy from the last draft, and these changes also.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Councilmember Erickson commented a question she hears when people don't appreciate or like murals that have been done is how do we get rid of them.

There was brief discussion about the deaccession process in the policy.

NEW BUSINESS

RESOLUTIONS

- a. Resolution 22-027, A Resolution of the City Council of Homer, Alaska Amending the City of Homer Fee Schedule Under City Clerks, Homer Police Department, Library, and Planning and Zoning. City Clerk.

Memorandum 22-039 from City Manager as backup.

Memorandum 22-041 from City Manager as backup.

Memorandum 22-058 from Deputy City Clerk as backup.

ADERHOLD/VENUTI MOVED TO ADOPT RESOLUTION 22-027 BY READING OF TITLE ONLY.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Resolution 22-021, A Resolution of the City Council of Homer, Alaska Approving and Accepting a Donation for the City of Homer Municipal Art Collection from Alaska Artist Deland Anderson Entitled "Seven". City Clerk/PARCAC.

Memorandum 22-054 from Deputy City Clerk as backup.

ADERHOLD/VENUTI MOVED TO ADOPT RESOLUTION 22-021 BY READING OF TITLE ONLY.

ADERHOLD/VENUTI MOVED TO AMEND LINE 8: STRIKE THE "A" BEFORE THE WORD "DONATION" AND ADD AN "S" TO THE WORD "DONATION" TO MAKE IT PLURAL; LINE 10: ADD THE WORDS SAMURAI AND PLEIADES TO CORRECT THE TITLES OF THE ARTWORK; LINE 16: ADD THE WORDS SAMURAI AND PLEIADES TO CORRECTLY EXPRESS THE TITLES OF THE ARTWORK BEING DONATED; LINE 17: ADD AN "S" TO THE WORD PIECE TO MAKE IT PLURAL; LINE 28: ADD THE WORDS SAMURAI AND PLEIADES TO CORRECTLY EXPRESS THE TITLES OF THE ARTWORK BEING DONATED.

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Councilmember Aderhold thanked Deland Anderson for his donation to the City's art collection.

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

Motion carried.

- i. Resolution 22-022, A Resolution of the City Council of Homer, Alaska Approving and Accepting a Donation from the Bunnell Street Arts Center of a Two Part Mural by Alaskan Artist Kim McNett Inspired by the Peatland Project to be Placed on the Exterior of the Homer Airport on each side of the Entrance Door. City Clerk/PARCAC. Recommend adoption.

Memorandum 22-055 from Parks Art Recreation and Culture Advisory Commission (PARCAC) as backup.

ADERHOLD/LORD MOVED TO ADOPT RESOLUTION 22-022 BY READING OF TITLE ONLY.

ERICKSON/ADERHOLD MOVED TO AMEND IT TO READ A RESOLUTION OF THE CITY COUNCIL OF HOMER ALASKA APPROVING AND ACCEPTING A DONATION FROM THE BUNNELL STREET ART CENTER OF A TWO PART MURAL BY ALASKAN ARTIST KIM MCNETT INSPIRED BY THE PEATLAND PROJECT TO BE AT THE HOMER AIRPORT AT A PLACE TO BE DETERMINED.

Councilmember Erickson shared doesn't necessarily agree that the outside of the airport doors is the best place for this mural, it may be better inside where people can take time to look at it. We often have inclement weather or people are rushing in and out of the doors, which would keep people from taking time to look at the work. Once the mural is completed she would like them to have the opportunity to place it where they think it would be most appropriate and not be restricted to the one location.

Councilmember Aderhold noted the piece is being designed to be outside and to withstand the weather.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

ERICKSON/LORD MOVED TO AMEND LINE 30 THAT THE MURAL SITE IS TO BE DETERMINED, AND LINE 41 AFTER PEATLAND PROJECT ADD A PERIOD AND DELETE THE REST.

There was no discussion.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was brief discussion and confirmation from Public Works Director Keiser that the city will have ownership of the artwork. In retaining rights, the artist would like to be able to use pieces the image for derivative works, postcards, tote bags, etc.

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

Motion carried.

COMMENTS OF THE AUDIENCE

Mike Illg, city resident, commented regarding the recent event by the Friends of the Homer Library about African American Army Battalions who played a crucial role in constructing the Alcan Highway. He also recognized Dan Miotke who is retiring from the Fire Department.

Wayne Aderhold, city resident, commented regarding the KBBI 10 year poster that has an image of him and his daughter, that the artist was Susan Phillips Cushing.

Sue Mauger commented regarding the maximum parking space ordinance and encouraged considering the slow drip of change that ends up getting you far from what your vision is. She noted existing parking lots along the Sterling Highway and our vision of having a walkable community, but yet you can't cross the road. She encouraged looking for opportunities for creativity in developing parking lots and getting us closer to our climate action goals.

Karin Marks, city resident, shared her appreciation for their discussion at Committee of the Whole about challenges with being up to speed with what the Commissions are doing. She reminded them in the past the Economic Development Advisory Commission had a Councilmember assigned and that was very beneficial for the group and for Council. They may want to consider doing that with all commissions.

COMMENTS OF THE CITY ATTORNEY

City Attorney Gatti had no comments.

COMMENTS OF THE CITY CLERK

City Clerk Jacobsen announced advisory body openings, she'll work with her office staff for steps to keep Councilmembers abreast of the Commissions work, and voter registration deadline for the June 11th special election is May 15th.

COMMENTS OF THE CITY MANAGER

City Manager Dumouchel announced current job openings at the City.

COMMENTS OF THE MAYOR

Mayor Castner reported about the importance of Commission reports to Council. He shared about his attendance at the Chamber of Commerce retreat and addressed the support for local businesses, and the importance of the Coast Guard and their vessel inspection team to our economy.

COMMENTS OF THE CITY COUNCIL

Councilmember Hansen-Cavasos said she hopes to be in person at their next meeting and wished everyone a good evening.

Councilmember Lord had no comments.

Councilmember Venuti shared her appreciation for Commission reports. They met with Representative Vance at their worksession who said there are three local DOT positions open. She also shared her appreciation for the COVID updates are great, it hasn't gone away, so be safe.

Councilmember Erickson shared Lorne Carroll shared with her the symptoms of the BA-2 variant are the same as the other, broad range from asymptomatic too cold like, flu like and worse, and generally less severe than Delta. She shared about recently attending the Mat-Su sportsman show and it was amazing the people there sharing that they want to get out of town. It's going to be a busy summer.

Councilmember Davis had no comments.

Councilmember Aderhold reminded listeners we just passed the anniversary of the Exxon Valdez Oil Spill. She encouraged checking out Kenai Peninsula Votes through the library's webpage and their discussions and the Coalition for a Healthy Democracy is having a learning session about Ranked Choice Voting. It's becoming spring like outside so keep an eye out for pedestrians and cyclists.

ADJOURNMENT

There being no further business to come before the Council Mayor Castner adjourned the meeting at 9:10 p.m. The next Regular Meeting is Monday, April 11, 2022 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.

Melissa Jacobsen, MMC, City Clerk

Approved: _____



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 22-059

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: APRIL 6, 2022

SUBJECT: NEW LIQUOR LICENSE APPLICATION FOR HOMESLICE PIZZA #6040 AND A RENEWAL LIQUOR LICENSE APPLICATION FOR THE ELKS LODGE #2127

The City Clerk's Office has been notified by the AMCO Board of a new liquor license application and a liquor license renewal application for the following businesses within the City of Homer:

NEW APPLICATION:

License Type: Restaurant Eating Place/Public Convenience Seasonal

License #: 6040

DBA Name: Homeslice Pizza

Service Location: 4246 Homer Spit Road, #4
Homer, AK 99603

Licensee: Voglco, LLC

Contact Person: Mary Vogl

RENEWAL:

License Type: Club

License #: 367

DBA Name: BPO Elks Lodge #2127

Service Location: 215 W Jenny Way
Homer, AK 99603

Licensee: BPO Elks Lodge #2127

Contact Person: Jan C Jonker

RECOMMENDATION: Voice non objection and approval for the new liquor license and liquor license renewal applications.

Fiscal Note: Revenues.



March 29, 2022

Kenai Peninsula Borough
City of Homer

VIA Email: mjenkins@kpb.us; jvanhooose@kpb.us; cjackinsky@kpb.us; maldridge@kpb.us;
ncarver@kpb.us; slopez@kpb.us; jblankenship@kpb.us; assemblyclerk@kpb.us;
[mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); clerk@cityofhomer-ak.gov

License Type:	Restaurant/Eating Place-Public Convenience Seasonal	License Number:	6040
Licensee:	Voglco LLC		
Doing Business As:	Homeslice Pizza		
Premises Address:	4246 Homer Spit Road #4		

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

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

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

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

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

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov



Alaska Alcoholic Beverage Control Board

Form AB-00: New License Application

What is this form?

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

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

Section 1 – Establishment and Contact Information

Enter information for the business seeking to be licensed.

Licensee:	VogL co LLC		
License Type:	Restaurant Eating Place Public Con	Statutory Reference:	AS 04.11 400g
Doing Business As:	Homeslice Pizza		
Premises Address:	4246 Homer Spit Road #4		
City:	Homer	State:	AK ZIP: 99603
Local Governing Body:	Homer		
Community Council:	Homer NONE		

Mailing Address:	PO Box 3350		
City:	Homer	State:	AK ZIP: 99603

Designated Licensee:	Mary VogL		
Contact Phone:	907 435 7142	Business Phone:	907 435 7142
Contact Email:	Kathyvogle@yahoo.com		

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

OFFICE USE ONLY

Complete Date:	3-29-22	License Years:		License #:	L6040
Board Meeting Date:	4-12-22	Transaction #:	100349331		
Issue Date:		BRE:	AMCO KKS		



Alaska Alcoholic Beverage Control Board
Form AB-00: New License Application

Section 2 – Premises Information

Premises to be licensed is:

- an existing facility a new building a proposed building

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

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

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

Section 3 – Sole Proprietor Ownership Information

This section must be completed by any sole proprietor who is applying for a license. Entities should skip to Section 4. If more space is needed, please attach a separate sheet with the required information. The following information must be completed for each licensee and each affiliate (spouse).

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	

This individual is an: applicant affiliate

Name:					
Address:					
City:		State:		ZIP:	



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 4 – Entity Ownership Information

This section must be completed by any entity, including a corporation, limited liability company (LLC), partnership, or limited partnership, that is applying for a license. Sole proprietors should skip to Section 5.

If more space is needed, please attach a separate sheet with the required information.

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

Entity Official:	Mary Vogl				
Title(s):	member	Phone:	9074357142	% Owned:	50
Address:	2675 Spruce wood DR.				
City:	Homer	State:	AK	ZIP:	99603

Entity Official:	Evan Vogl				
Title(s):	member	Phone:		% Owned:	50
Address:	2675 Sprucewood DR.				
City:	Homer	State:	AK	ZIP:	99603

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

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

AMCC



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

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

DOC Entity #:	10112776	AK Formed Date:	8/29/2019	Home State:	AK
Registered Agent:	Mary Vogl	Agent's Phone:	907-435-7142		
Agent's Mailing Address:	PO Box 3350				
City:	Homer	State:	AK	ZIP:	99603

Residency of Agent: Yes No

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

Section 5 - Other Licenses

Ownership and financial interest in other alcoholic beverage businesses: Yes No

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

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

REP- Public cond. # 3210
 Evan + Mary Vogl are owners of Little Mermaid Restaurant.

Section 6 - Authorization

Communication with AMCO staff: Yes No

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

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



Alaska Alcoholic Beverage Control Board Form AB-00: New License Application

Section 7 – Certifications

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

Initials

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

mkv

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

mkv

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

mkv

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

mkv

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

mkv

As an applicant for a liquor license, 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, is true, correct, and complete.

Mary K Vogl
Signature of licensee

MARY K. VOGL
Printed name of licensee



Amber Anderson
Signature of Notary Public

Notary Public in and for the State of AK

My commission expires: 5-6-23

Subscribed and sworn to before me this 4th day of Feb, 2022

AMCC



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

What is this form?

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

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

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

Yes No

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

Section 1 – Establishment Information

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

Licensee:	Vogelco LLC	License Number:	
License Type:	Restaurant Eating Place Public Convenience - Seasonal		
Doing Business As:	Home Slice Pizza		
Premises Address:	4246 Homer Spit Road #4		
City:	Homer	State:	AK ZIP: 99603

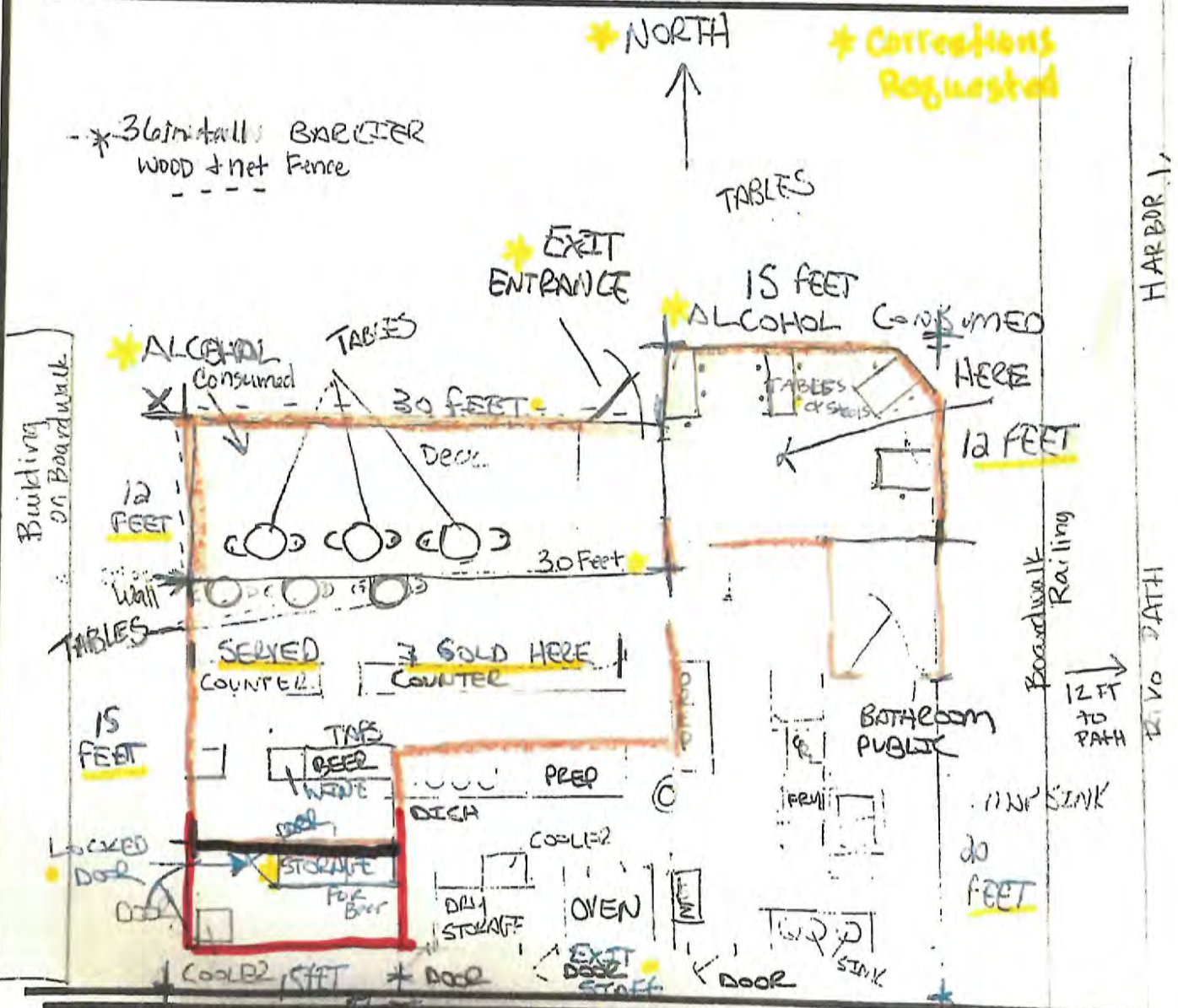


Alaska Alcoholic Beverage Control Board

Form AB-02: Premises Diagram

Section 2 - Detailed Premises Diagram

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



Voglco LLC
Dba Homeslice Pizza
Outdoor/Indoor Serving Security Plan

1. All minors must be accompanied by an adult (age over 21) while in the restricted area when any alcohol is being served/sold/consumed.
2. All new patrons are carded upon ordering alcohol.
3. All staff is trained in the identification of fake IDs.
4. A wood and net fence of 36 inch tall is around the outdoor servicing area.
5. Underaged persons will be monitored closely by our professionally trained alcohol servers.
6. Proper egress from the outdoor service area will always remain unobstructed.
7. ABC mandated posters as required by law are posted inside Homeslice Pizza and at the entrances of the outdoor seating area.
8. All entrances and exits will provide clear notice that **NO ALCOHOL IS ALLOWED BEYOND THE OUTDOOR SEATING AREA.**
9. Keeping outdoor seating area viable without any increased risk to minors exposed to alcohol WILL continue to be part of our training for our staff.
10. All safety related operations for our current liquor service will additionally be enforced in the new service area.
11. Proper signage at points of entry indicating no minors without a parent or legal guardian will be posted.
12. All servers will closely monitor that only the guests that have been carded will have alcoholic beverages.
13. Our top priority continues in providing safety for all guests regarding the service of alcoholic beverages.
14. Servers will be present in the outdoor area to monitor consumption.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

What is this form?

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

Section 1 – Establishment Information

Enter information for licensed establishment.

Licensee:	Vogelco LLC				
License Type:	Restaurant Eating Place Pub. Conv.	License Number:	Seasonal		
Doing Business As:	Homeslice Pizza				
Premises Address:	4246 Homer Spit Road #4				
City:	Homer	State:	AK	ZIP:	99603
Contact Name:	Mary Vogel	Contact Phone:	9074357142		

Section 2 – Type of Designation Requested

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

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

OFFICE USE ONLY

Transaction #:	Initials:	10034933j
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Alcohol and Marijuana Control Office
 550 W 7th Avenue, Suite 1600
 Anchorage, AK 99501
alcohol.licensing@alaska.gov
<https://www.commerce.alaska.gov/web/amco>
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 3 – Minor Access

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

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

minors will only be allowed in designated dining areas and /OR WORKSPACE.
 Hiring policies are that eligible of age staff be TAP trained.

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

All dining areas and all access points are always in full view of staff. All outside dining areas have ~~barriers~~ ^{WOOD} barriers at 36" height with directional signage for guest entry through main doors and "No alcohol Beyond this point" non-entry points have barriers
 House policies include mandatory TAP training for all serving staff.

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

Yes No

Section 4 – DEC Food Service Permit

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

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

Please follow this link to the Municipality Food Safety Website:

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

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

Initials

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

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

AMCO
 FEB 16 2022

From: [kath.yed](#)
To: [Brenda Leamon, CEO, ABC, LLC \(abc@abc.com\)](#)
Subject: Re: #10040 dba Homeslice Pizza Incomplete Application Notice- Follow Up
Date: Wednesday, March 23, 2022 11:35:28 AM
Attachments: [ALCO minor access statement.pptx](#)

CAUTION: This email originated from outside the State of Alaska mail system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

**Voglco LLC
DBA Homeslice Pizza
Alcohol Storage/Minor Access statement**

Alcohol storage at Homeslice Pizza will be as follows:

Incoming orders will be received by a trained, over 21 years old staff member.

Alcohol in use will be in the form of beer kegs and taps and bottles of wine. Both of these will be attended by an of age, trained staff member while the business is open at all times.

When the business is closed or at any other time while a trained of age staff member is away, all alcohol will be in a locked area noted in the included diagram, only owners and of age trained staff members will have access to the key to the locked area/ cabinet.

Minors will not be allowed in the alcohol storage area unaccompanied.



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 5 – Hours of Operation

Review AS 04.16.010(c).

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

7 days a week
11am - 11pm

Section 6 – Entertainment & Service

Review AS 04.11.100(g)(2)

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

Yes

No

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

Food and beverage service offered or anticipated is:

table service

buffet service

counter service

other

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



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

Section 7 – Certifications and Approvals

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

Initials

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

mkv

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

mkv

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

mkv

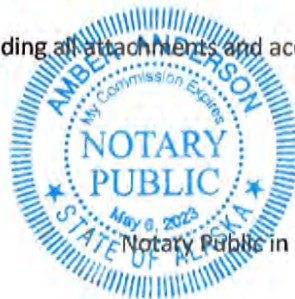
I have included with this application a copy of the most recent AB-02 or AB-14 for the premises to be permitted.
(AB-03 applications that accompany a new or transfer license application will not be required to submit an additional copy of their premises diagram.)

mkv

I declare under penalty of perjury that this form, including all attachments and accompanying schedules and statements, is true, correct, and complete.

Mary K. Vogl
Signature of licensee

Mary K. Vogl
Printed name of licensee



Amber Anderson
Signature of Notary Public

Notary Public in and for the State of AK

My commission expires: 5-6-23

Subscribed and sworn to before me this 4th day of Feb, 2022

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

Approved

Denied

Signature of local government official

Date

Printed name of local government official

Title



Alaska Alcoholic Beverage Control Board

Form AB-03: Restaurant Designation Permit Application

AMCO Enforcement Review: _____ Enforcement Recommendation: Approve Deny

Signature of AMCO Enforcement Supervisor

Printed name of AMCO Enforcement Supervisor

Date

Enforcement Recommendations:

[Empty box for Enforcement Recommendations]

AMCO Director Review: _____ Approved Denied

Signature of AMCO Director

Printed name of AMCO Director

Date

Limitations:

[Empty box for Limitations]

AMCO
FEB 15 2022

HomeSlice Pizza Menu

Calzone \$12 : Veggie (maybe a cartoon bubble saying veg)
Pesto, spinach, artichoke hearts, cream cheese, mushrooms, mozzarella,
feta

Stromboli \$12 : Meaty
Red sauce, Italian sausage, pepperoni, Canadian bacon, mozzarella

SPECIALTY PIZZAS 12" \$18

GF crust add \$4

Homeslice: Pepperoni, mushroom, cream cheese, artichoke hearts, red
sauce

Italian: Pepperoni, Italian sausage, black olives, feta, red sauce

Fab 4: Pepperoni, mushroom, grilled onion, Italian sausage, red sauce

Farm: Grilled chicken, spinach, Canadian bacon, cream cheese, red and
pesto swirl

Thai Chicken: Grilled chicken, spinach, carrot, onion, peanut satay sauce

Margarita: EVOO, garlic, tomato, basil, salt n pepper

Smokey Chicken: Grilled chicken, grilled onion, bacon, jalapeno, bbq and
red swirl

Spicy roni: Pepperoni, jalapeno, banana peppers, garlic, red sauce

Meatball Parmesan: Beef Meatballs, cream cheese, artichoke hearts, red
and pesto swirl, topped with fresh tomatoes

Hawaiian: Canadian bacon, pineapple, smoked bacon bits, red sauce

Tiger King: Chicken, Italian sausage, Jalapeños, grilled onion, ranch and
sriracha

Mediterranean: Artichoke hearts, black olives, feta, roasted red peppers,
banana peppers, red and pesto swirl fresh tomatoes

SALADS all with organic local greens \$12

Garden: cucumbers, carrots, tomatoes, ranch
Greek: artichoke hearts, black olives, feta, tomatoes, cucumbers, banana peppers, artichoke hearts
Caesar: croutons, parmesan

BASKETS AND FRIES

Local Fresh Halibut, fries, tartar \$
Wild Patagonian Prawns, fries, or cocktail sauce \$
Cup o' Fries \$

SPAGHETTI

Noodles and Sauce \$5
Add Meatballs \$2
Add Mozzarella \$2
Add Garlic Bread \$2
Full Monty \$10

PHILLYS on a Philly bread roll

Sautéed mushrooms, onions, white american cheese
Steak \$12
Chicken \$13
Impossible Burger \$14

Meatball Sub: \$11

7 balls, white american cheese, red sauce, Philly roll

Nathan's Hot Dog: \$6

1/4#, on a pretzel roll



Alaska Food Code 2022 Establishment Permit

Division of Environmental Health
Food Safety & Sanitation Program

Permit Number: 12027
Issued to: **VOGLCO LLC**
For: **Homeslice Pizza**
For Operation of: **FF-6 Deli/Takeout/Drive-in Food Service**
Located at: **4246 Homer Spit RD Homer, AK 99603**

This permit, issued under the provisions of 18 AAC 31, is valid until the noted expiration date or unless suspended or revoked by the department.

This permit is not transferable for change of ownership, facility location, or type of operation. It must be posted in plain view in the establishment and is the property of the State of Alaska.

Expiration Date:
December 31, 2022

Program Manager:

**If you have questions or concerns regarding
safe food handling practices call toll free:**

1-87-SAFE-FOOD

(in Anchorage call 334-2560)





March 29, 2022

Kenai Peninsula Borough

ViaEmail:cjackinsky@kpb.us; maldridge@kpb.us; ncarver@kpb.us; slopez@kpb.us; jblankenship@kpb.us; assemblyclerk@kpb.us; mjenkins@kpb.us; JVanhooose@kpb.us; [mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us)
Clerk@cityofhomer-ak.gov

Re: Notice of 2022/2023 Liquor License Renewal Application

License Type:	Club	License	367
Licensee:	BPO Elks Lodge #2127		
Doing Business As:	BPO Elks Lodge #2127		

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

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

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

Sincerely,

Glen Klinkhart, Director
amco.localgovernmentonly@alaska.gov

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

3/16/2022

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

367

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

1110

CITY / BOROUGH: Homer
Kenai Peninsula Borough

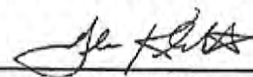
D/B/A: BPO Elks Lodge #2127
215 W Jenny Way

Mail Address:
BPO Elks Lodge #2127
215 W Jenny Way
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 7/21)

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

3/16/2022

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

367

LICENSE RENEWAL APPLICATION DUE
DECEMBER 31, 2023 (AS 04.11.270(b))

THIS LICENSE EXPIRES MIDNIGHT
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Club

LICENSE FEE: \$1,200.00

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: BPO Elks Lodge #2127
215 W Jenny Way

Mailing Address:
BPO Elks Lodge #2127
215 W Jenny Way
Homer, AK 99603

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

04-900 (REV 7/21)



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 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 02/28/2022 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):	BPO Elks Lodge #2127	License #:	367
License Type:	Club		
Doing Business As:	Homer Elks Lodge #2127		
Premises Address:	215 Jenny Way Homer, AK 99603		
Local Governing Body:	City of Homer and Kenai Peninsula Borough		
Community Council:	None		

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

Mailing Address:	215 Jenny Way		
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:	Mr. Jan C Jonker	Contact Phone:	907-235-2127
Contact Email:	homereik@gci.net		

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: 2022/2023 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 #:	5093D
-----------------------	-------

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:	Stephen Mueller Leigh Mahardani Coita			
Title(s):	President	Phone:	614-507-5023	% Owned: 0
Mailing Address:	P.O. Box 1843 215 Jimmy Way			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:	Benjamin D Spell			
Title(s):	Vice President	Phone:	907-687-5353	% Owned: 0
Mailing Address:	P.O. Box 978			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:	Mr. Jan C Jonker			
Title(s):	Secretary	Phone:	907-435-7652	% Owned: 0
Mailing Address:	422 Elderberry Ct			
City:	Homer	State:	AK	ZIP: 99603



Form AB-17: 2022/2023 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:

- | | 2020 | 2021 |
|---|-------------------------------------|-------------------------------------|
| 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)
<i>If your operation dates have changed, list them below:</i>
_____ 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.
<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 and/or 2021, 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 2020 or 2021? 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.



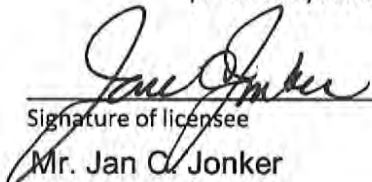
Form AB-17: 2022/2023 License Renewal Application

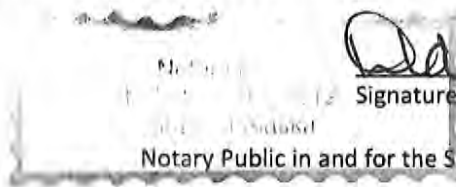

Section 6 – Certifications

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
 Mr. Jan C. Jonker
 Printed name of licensee

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

My commission expires: 01-11-2023

Subscribed and sworn to before me this 20 day of December, 2021

- 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
- Common Carrier** applications must include a current safety inspection certificate

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>1200</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$ <u>1500</u>

Details

ENTITY DETAILS

Name(s)

Type Name

Legal Name HOMER LODGE NO. 2127, BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA

Entity Type: Nonprofit Corporation

Entity #: 5093D

Status: Good Standing

AK Formed Date: 12/5/1960

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 7/2/2022

Entity Mailing Address: 215 W JENNY WAY, HOMER, AK 99603

Entity Physical Address: 215 W JENNY WAY, HOMER, AK 99603

Registered Agent

Agent Name: Jan C. Jonker

Registered Mailing Address: 215 W JENNY WAY, HOMER, AK 99603

Registered Physical Address: 215 W JENNY WAY, HOMER, AK 99603

Officials

Show Former Owned

AK Entity #

Name

Titles

BENJAMIN SPELL

Vice President

Jack Alexander

Treasurer

Jan C Jonker

Secretary

JOHN CHAPPLE III

Director

Justin Cole

Director

Paul Parsons

Director

ROBERT KAWA

Director

STEPHEN MUELLER

President

Tom Stroozas

Director

Filed Documents

Date Filed

Type

Filing

Certificate

12/05/1960

Creation Filing

6/19/1986

Biennial Report

Date Filed	Type	Filing	Certificate
6/27/1988	Biennial Report		
7/09/1990	Biennial Report		
7/06/1992	Biennial Report	Click to View	
7/15/1994	Biennial Report	Click to View	
6/13/1996	Biennial Report	Click to View	
7/06/1998	Biennial Report	Click to View	
12/22/2000	Biennial Report	Click to View	
10/25/2002	Biennial Report	Click to View	
6/28/2004	Biennial Report	Click to View	
7/03/2006	Biennial Report	Click to View	
10/23/2007	Biennial Report	Click to View	
11/15/2007	Agent Change	Click to View	
10/19/2010	Biennial Report	Click to View	
4/02/2012	Biennial Report	Click to View	
4/09/2012	Amendment	Click to View	Click to View
9/25/2014	Biennial Report	Click to View	
5/11/2016	Biennial Report	Click to View	
12/14/2017	Change of Officials	Click to View	
8/21/2018	Biennial Report	Click to View	
3/26/2020	Change of Officials	Click to View	
4/22/2020	Biennial Report	Click to View	

[Close Details](#)

[Print Friendly Version](#)

License Detail

LICENSE DETAILS

License #: 291394

[Print Business License](#)

Business Name: HOMER ELKS LODGE 2127

Status: Active

Issue Date: 11/13/2002

Expiration Date: 12/31/2022

Mailing Address: 215 JENNY WAY
HOMER, AK 99603Physical Address: 215 JENNY WAY
HOMER, AK 99603

Owners

HOMER LODGE NO. 2127 BPOE OF THE UNITED STATES OF AMERICA

Activities

Line of Business	NAICS	Professional License #
81 - Services	813410 - CIVIC AND SOCIAL ORGANIZATIONS	

Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	12/5/2014		12/31/2016			215 W JENNY WAY, HOMER, AK 99603

License Lapse(s)

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

Start Date	End Date
1/1/2019	4/11/2019

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



City of Homer

www.cityofhomer-ak.gov

Police Department

625 Grubstake Avenue
Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

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

Memorandum

TO: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

FROM: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

DATE: April 6, 2022

SUBJECT: LIQUOR LICENSE RENEWAL APPLICATION FOR ELKS LODGE #2127 AND NEW LIQUOR LICENSE APPLICATION FOR HOMESLICE PIZZA

Homer Police Department has no objection to the Liquor License Applications within the City of Homer for the following businesses.

NEW APPLICATION:

License Type: Restaurant Eating Place/Public
Convenience Seasonal

License #: 6040
DBA Name: Homeslice Pizza
Service Location: 4246 Homer Spit Road, #4
Homer, AK 99603
Licensee: Voglco, LLC
Contact Person: Mary Vogl

RENEWAL:

License Type: Club
License #: 367
DBA Name: BPO Elks Lodge #2127
Service Location: 215 W Jenny Way
Homer, AK 99603
Licensee: BPO Elks Lodge #2127
Contact Person: Jan C Jonker



Office of the Borough Clerk

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

Johni Blankenship, MMC
Borough Clerk

3/30/2022

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

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant	:	Voglco LLC
Business Name	:	Homeslice Pizza
License Type	:	Restaurant/Eating Places - Seasonal
License Location	:	4246 Homer Spit Road #4, City of Homer
License No.	:	6040
Application Type	:	New Liquor License Restaurant Designation Permit

Dear Ms. Jacobsen,

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

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

Sincerely,

Johni Blankenship, MMC
Borough Clerk

cc: kathyvogl@yahoo.com;



Office of the Borough Clerk

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

Johni Blankenship, MMC
Borough Clerk

3/30/2022

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

Homer City Hall
City of Homer Clerk

RE: Non-Objection of Application

Licensee/Applicant : B.P.O. ELKS LODGE #2127
Business Name : BPO Elks Lodge #2127 (HOMER)
License Type : Club
License Location : 215 W. Jenny Way, Homer, AK 99603, City of Homer
License No. : 367
Application Type : License Renewal

Dear Ms. Jacobsen,

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

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

Sincerely,

Johni Blankenship, MMC
Borough Clerk

cc: homerelk@gci.net;

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-21

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Authorizing the Expenditure of \$13,800 from the General Fund Capital Asset Repair and Maintenance Allowance Fund for Upgrades to the City Clerk's Office and Equipment for City Hall.

Sponsor: City Manager/City Clerk

1. City Council Regular Meeting April 11, 2022 Introduction

Memorandum 22-060 from City Clerk as backup.

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

3 City Manager/
4 City Clerk

5 **ORDINANCE 22-21**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE FY22 CAPITAL BUDGET AND AUTHORIZING THE
9 EXPENDITURE OF \$13,800 FROM THE GENERAL FUND CAPITAL
10 ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND
11 ACCOUNT FOR UPGRADES TO THE CITY CLERK'S OFFICE AND
12 EQUIPMENT FOR CITY HALL.
13

14 WHEREAS, With the increase in virtual and telephonic meetings due to COVID-19 and
15 changes to City Hall building protocols, having separate work stations in the City Clerk's Office
16 has become a necessity to ensure an orderly and productive work environment for employees
17 sharing an open space; and
18

19 WHEREAS, In the past 17 years, the City Clerk's Office has had only minor improvements
20 made to their workspace, the last being in 2010; and
21

22 WHEREAS, The Clerk's Office has collaborated with IT and Building Maintenance to
23 create an office layout plan that utilizes the space more efficiently for current needs, and
24 reuses majority of the existing office furniture, equipment, and network cabling to keep costs
25 to a minimum; and
26

27 WHEREAS, The equipment and furniture purchases will provide the City Clerk's Office
28 improved filing and storage space, a replacement roll-up counter door for the Clerk window,
29 an ergonomic desk, and front counter and printing/binding workspaces; and
30

31 WHEREAS, Additional equipment purchases requested by the City Manager include dry-
32 erase boards for City Hall meeting spaces and a commercial cross-cut shredder that meets
33 security requirements for Finance and the City Clerk's Office; and
34

35 WHEREAS, Quotes and estimated costs for these purchases, plus a small margin to
36 account for any changes in shipping or prices, totals \$13,800.
37

38 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
39

40 Section 1. The Homer City Council Hereby Amends the FY22 Capital Budget and
41 Authorizes the Expenditure of \$13,800 from the General Fund CARMA Fund for Upgrades to the
42 City Clerk's Office and Equipment for City Hall.
43

44 Fund Description Amount

45 156 General Fund Capital Asset Repair and \$13,800
46 Maintenance Allowance Fund

47
48 Section 2. This is a budget amendment ordinance only, is not permanent in nature,
49 and shall not be codified.

50
51 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this this ___ day of _____, 2022.

52
53 CITY OF HOMER
54
55 _____
56 KEN CASTNER, MAYOR
57

58 ATTEST:
59
60 _____
61 MELISSA JACOBSEN, MMC, CITY CLERK
62

63
64 YES:
65 NO:
66 ABSTAIN:
67 ABSENT:
68
69 First Reading:
70 Public Hearing:
71 Second Reading:
72 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

Memorandum 22-060

TO: MAYOR CASTNER AND HOMER CITY COUNCIL
FROM: MELISSA JACOBSEN, MMC, CITY CLERK
DATE: APRIL 5, 2022
SUBJECT: CLERK'S OFFICE UPGRADE AND CITY HALL SUPPLIES

The layout in the City Clerk's office has been the same for at least 17 years, with a slight expansion in 2010 when a wall was removed to create a library/file room. As the demands on staff time have increased and considerations for the health and safety of the team during the pandemic continue, we see the need to make changes to provide distance between the staff and better utilize the space.

Our plan is to remodel the library/file area into an office space and have one Deputy Clerk located in that remodeled space and one in the current office area. With the freed up space in the current office area we plan to re-arrange filing cabinets and install cabinetry to create a workspace to put the office printer/copier, glue machine binder, paper, and office supplies.

The Clerk's window counter top will be enlarged to make a more useful workspace for citizens and staff to process transactions. The existing roll up door at the window will be replaced with one that will lock, providing increased security to our office during after hour meetings or if a security risk occurs in the building.

In addition to supplies for the Clerk's office there is a need to purchase a cross cut shredder to replace the current strip cut shredder at City Hall. A strip cut shredder creates bigger strips of paper and someone could much more easily have a chance of piecing together and making sense of a document that's been strip-cut rather than cross-cut.

Large magnetic/dry erase whiteboards will replace our one chalk board and be used by departments in different meeting spaces as needed.

Recommendation: Approve funding requested in Ordinance 22-21.

Estimated Costs for City Hall/Clerks Purchase Requests			As of 3/31/22
<u>Dry Erase Boards for City Hall</u>			
Large Mobile Rolling Magnetic Whiteboard - Qty. 3 (\$294.97/ea); Shipping to WA	Amazon.com	\$ 884.91	*Adjustable height and rotates 360°; 70"x36" Double Sided, magnetic Dry Erase Board on Wheels, black frame. Does not ship directly to AK due to weight; would need to ship through Gear Shed.
Shipping from WA to AK	Gear Shed	\$ 96.00	*Estimated shipping cost based on 160lbs from item description.
<u>Cross-Shredder for City Hall/Finance</u>			
Commercial Cross-Cut Shredder; Shipping to WA	Amazon.com	\$ 2,798.00	*Fellowes Powershred 485Ci 100% Jam Proof Commercial Grade 30-Sheet Cross-Cut Paper Shredder, TAA Compliant. Prices vary between \$2,800-\$3,700. Does not ship directly to AK due to weight; would need to ship through Gear Shed.
Shipping from WA to AK	Gear Shed	\$ 96.00	*Estimated shipping cost based on 160lbs from item description.
<u>City Clerk's Office Renovations</u>			
2-drawer Commercial Lateral File Cabinet; Shipping to AK	Staples	\$ 359.99	*cabinet is cheapest option when including the shipping; other options do not ship directly to AK.
Heavy Duty Bookcase 84"H x 48"W; Shipping to AK	Wayfair	\$ 1,335.90	*bookcase meets our necessary max weight allowances and preferred color, durability. Shipping to AK was \$357 so using Gear Shed is cheaper.
Bookshelf Shipping from WA to AK	Gear Shed	\$ 66.00	*Estimated shipping cost based on 110lbs from item description.
Roll-up Counter Door/Equipment for Clerk Window; Shipping to AK	QMI	\$ 1,778.00	*out of 3 bid requests, 2 came back and this was the cheapest option; other one from Door Systems of Alaska totaled \$3,991.
Adjustable Standing Desk with drawers, 48"W; Shipping to AK	Amazon.com	\$ 399.99	*standing desk to replace non-ergonomic desk, also matches existing sitting desk in office. Includes shipping to AK.
Base Cabinets for Front Counter & Printing/Binding Workspaces; Shipping to WA	Cabinets.com	\$ 2,885.41	*cabinets on sale through website that lets you pick exact color/style/cabinet sizes you want. Matched to the existing wood/cabinets in City Hall. Spenards quote came in at \$6,205.
Cabinet Shipping from WA to AK	Gear Shed	\$ 270.00	*Estimated shipping cost based on 450lbs.
Countertops for Workspaces	Gerard HouseWorks	\$ 2,779.00	*Gerard did the countertops for the City Hall renovation and still has the same color/material available to match our existing window countertop.
Estimate Total		\$ 13,749.20	

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-22

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by an Amount not to Exceed \$800,000 from the General Fund Fleet Capital Asset Repair and Maintenance Allowance Fund for the Purchase of an Enforcer 2500 Gallon Tender Fire Truck.

Sponsor: City Manager/Mayor

1. City Council Regular Meeting April 11, 2022 Introduction

Memorandum 22-061 from City Manager as backup.

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

3 City Manager/
4 Mayor

5 **ORDINANCE 22-22**

6
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
8 AMENDING THE FY22 CAPITAL BUDGET BY AN AMOUNT NOT TO
9 EXCEED \$800,000 FROM GENERAL FUND FLEET CAPITAL ASSET
10 REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND
11 ACCOUNT FOR THE PURCHASE OF AN ENFORCER 2500 GALLON
12 TENDER FIRE TRUCK.

13
14 WHEREAS, The Homer Volunteer Fire Department provides critical public safety
15 services to the community; and

16
17 WHEREAS, The fire fleet is aging and in need of replacement; and

18
19 WHEREAS, The Fire Chief has been able to identify and spec out a piece of fire apparatus
20 that would be appropriate for Homer and meet the City's firefighting needs; and

21
22 WHEREAS, Ordinance 22-09 made \$1,500,000 available to the General Fund Fleet
23 CARMA; and

24
25 WHEREAS, The City is able to utilize a cooperative purchasing agreement through
26 Sourcewell, a state agency based in Minnesota that establishes competitively awarded
27 cooperative purchasing contracts on behalf of itself and its participating agencies all over the
28 country.

29
30 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

31
32 Section 1. The Homer City Council Hereby Amends the FY22 Capital Budget by
33 appropriating an amount not to exceed \$800,000 from the General Fund Fleet CARMA Account
34 for the purchase of an Enforcer 2500 Gallon Tender Fire Truck.

35
36

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
152	General Fund Fleet CARMA	\$800,000

37
38
39 Section 2. This is a budget amendment ordinance only, is not permanent in nature,
40 and shall not be codified.

41
42 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this this ___ day of _____, 2022.

43
44 CITY OF HOMER

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ATTEST:

KEN CASTNER, MAYOR

MELISSA JACOBSEN, MMC, CITY CLERK

YES:
NO:
ABSTAIN:
ABSENT:
First Reading:
Public Hearing:
Second Reading:
Effective Date:



City of Homer

www.cityofhomer-ak.gov

Office of the City Manager

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(p) 907-235-8121 x2222

(f) 907-235-3148

Memorandum 22-061

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: April 5, 2022
SUBJECT: Purchase of Fire Apparatus

As discussed with Council throughout the FY22/23 budget development process, the Volunteer Fire fleet is quite old and many vehicles are well beyond their intended service life as emergency response vehicles. In February 2022, \$1.5M was moved to General Fund Fleet CARMA (Fund 152) through the adoption of Ordinance 22-09. In Memorandum 22-020 which accompanied Ordinance 22-09, it was communicated that there was an intent to come forward this year with a request to purchase a piece of fire apparatus which could cost as much as \$850,000.

Chief Kirko has worked to identify and spec out a vehicle that will be an excellent first step in the modernization of our fire fleet. The specific vehicle is a Pierce Enforcer 2500 gallon tender fire truck. It is in the public interest to acquire this vehicle as it will enhance our ability to effectively protect public health and safety. It is expected that Kachemak City will be purchasing an identical, or nearly identical truck. That purchase is under consideration separately by their City Council. If we order in late April, it is expected that it will take approximately two years for the vehicle to be manufactured and delivered. Our order is not dependent on the actions of Kachemak City, we just happen to be on similar timelines.

The City used the Sourcwell service cooperative to get a competitive price for this procurement. Sourcwell is a state agency based in Minnesota that establishes competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies all over the country. The City of Homer is able to utilize a cooperative purchasing contract through Sourcwell under HCC 3.16.060 (g) and Alaska Stat. § 36.30.700 regarding cooperative purchasing. We have used Sourcwell in the past for public works vehicles.

Pierce's current Sourcwell contract award is set to lapse this month, however, in discussions with Sourcwell staff, we learned that Pierce won the contract for fire apparatus again for the next contract cycle (they typically run 4-5 years per award). The transition between contract awards may impact the price somewhat. The ordinance provided for introduction is set as an amount not to exceed \$800,000. I expect the final price to be \$750,000 or less. Unspent funds will be returned to CARMA.

Staff Recommendation: Introduce and adopt ordinance to purchase an Enforcer 2500 gallon tender fire truck for an amount not to exceed \$800,000

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

3 City Manager

4 **RESOLUTION 22-028**

5
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,
7 APPROVING AN AMENDMENT TO THE PROPERTY DEVELOPMENT
8 PLAN OF THE COPPER RIVER SEAFOODS LEASE FOR A PORTION
9 OF LOT 13B, CITY OF HOMER PORT INDUSTRIAL SUBDIVISION
10 NO.2, ACCORDING TO PLAT NO. 80-92, CONTAINING 15,300 SQ FT,
11 ALSO KNOWN AS KPB PARCEL # 18103425.
12

13 WHEREAS, Copper River Seafoods entered into a 20 year lease with the City on May 16
14 2019 that included a property development plan to build a new 42' by 47' office structure; and
15

16 WHEREAS, On February 4 2022 the City received a letter from Copper River Seafoods
17 stating that they are requesting an amendment to the proposed property development
18 requirement, listed in Exhibit D, E, and F of the lease; and
19

20 WHEREAS, Exhibit D listing the proposed use of the property and the property
21 development completion date of December 31 2022 would remain the same; and
22

23 WHEREAS, The proposed amendment would replace Exhibit E and Exhibit F of the lease,
24 changing the current site plan and floor plans from the construction of a 42'x47' building to a
25 plan that places 3 portable buildings onto the existing concrete foundation pad located on site;
26 and
27

28 WHEREAS, On March 23 2022, the Port and Harbor Advisory Commission discussed the
29 proposed change and moved to recommend that Council approve the Copper River Seafoods' lease
30 amendment and new property development plan; and
31

32 WHEREAS, HCC 18.08.160(e) States that any significant changes in the terms (use) of the
33 existing lease must be reviewed by the Port and Harbor Commission and approved by City
34 Council by resolution as an amendment to the lease; and
35

36 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the
37 amendment of the Copper River Seafoods lease Exhibit D to include the new proposed
38 development plan for a portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2,
39 according to Plat No. 80-92, containing 15,300 square feet, Also known as KBP Parcel
40 #18103425, and authorizes the City Manager to execute the appropriate documents.
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42 PASSED AND ADOPTED by the Homer City Council on this 11th day of April, 2022.
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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: Lease revenue



Memorandum 22-062

TO: HOMER CITY COUNCIL

THRU: ROB DUMOUCHEL, CITY MANAGER

FROM: PORT AND HARBOR ADVISORY COMMISSION

DATE: MARCH 25, 2022

SUBJECT: RESOLUTION 22-028, COPPER RIVER SEAFOODS LEASE- PROPOSED CHANGED TO DEVELOPMENT PLAN

Background:

At the time of Copper River’s purchase of Snug Harbor Seafoods, and the transfer of Snug Harbor’s lease with the City to Copper River Seafoods respectively, Copper River Seafoods assumed the property improvement condition of the lease for the completion of a new construction building (plans for which are included in detail as attachment “Exhibit E”). Additionally, in Copper River’s lease application requesting the lease transfer, under their development proposal they referenced those plans for the 42x47’ (1974 sq ft) building and stated a date of 9/1/20 for the Framing benchmark and 12/31/20 for a completion date. The onset of COVID prompted a request for a timeline extension and amendment to lease which was granted by the City and a new timeline was set for framing 2/22 and completion by 12/31/2022.

New Request:

On February 4th 2022 Copper River Seafoods reached out to the Port with a proposal to change and amend their property development plan. The proposal put forward the idea of installing 3 portable buildings that they already hold as assets in other locations onto the existing concrete pad at the Homer location as an alternative arrangement to gain the square footage and utility needed. This installation of portable buildings would be instead of the new construction building currently listed as a property development condition of their lease.

On February 24, 2022 the City Manager, City Planner, and port staff met for a preliminary review of the proposed change. It was agreed upon review of the materials that there was no initial objection to any of the proposal documents and that the proposal should continue through the public process.

On March 23, 2022 the Port and Harbor Advisory Commission reviewed the proposed change to the development plan and made the motion listed below:

SIEKANIEC/ULMER MOVED TO APPROVE COPPER RIVER SEAFOOD’S LEASE AMENDMENT AND PROPERTY DEVELOPMENT PLAN PROPOSAL AND RECOMMEND ADOPTION BY CITY COUNCIL.

VOTE: YES: ZEISET, PITZMAN, ULMER, SIEKANIEC, SHAVELSON, MATTHEWS

Motion Carried

The proposed new property development plan has the same purpose of use as the original development plan listed in the lease and will serve as an office with caretaker residence as an accessory use per City zoning requirements for Marine Industrial. The new property development plan will also still have the same timeline for completion as the original current one with no changes, set date for completion is December 31 2022. Copper River Seafoods will be required to also go through the standard planning dept. and public review processes for permitting and approval as set by City code, ensuring all needed permitting is set in place, before installing any structure or moving forward with their development plan.

Recommendation

Recommended approval of Copper River Seafoods' lease amendment and property development plan proposal and to authorize the City Manager to execute the appropriate documents.

Attached	March 23, 2022 Port & Harbor Advisory Commission Minutes Excerpt 2022 Copper River request for amendment and new property development proposal 2019 Copper River Lease and 2020 1 st amendment Draft 2 nd Amendment to Lease- New Exhibit E & F dated April 1 2022
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Port Director Hawkins spoke to his written staff report, highlighting notable meetings with State representatives, his trip to Juneau to lobby for Port Expansion Project funding, and answered questions regarding the matching funds at the federal level for the Harbor Expansion Project and operational events that took place in the harbor.

B. Homer Marine Trades Association Report

Commissioner Zeiset reported on an article First National Bank of Alaska issued out that spotlighted Northern Enterprise Boat Yard's recent expansion and captures what marine trade businesses are doing here in Homer. Marine classes are still going on at the college.

PUBLIC HEARING

PENDING BUSINESS

NEW BUSINESS

- A. Copper River Property Development Proposal & Lease Amendment
- i. 2022 Copper River Property Development Proposal
 - ii. Exhibit E – Copper River's Current Property Development Plan per Lease

Chair Matthews introduced the item by reading the title and deferred to Port Director Hawkins, who provided a brief overview of the proposal. Chair Matthews clarified with Deputy City Clerk Tussey that a motion to suspend the rules was needed to allow Ms. Eisenberg to speak.

ULMER/ZEISET MOVED TO SUSPEND THE RULES TO ALLOW THE APPLICANT TO SPEAK.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

Jackie Eisenberg, Fleet Manager, explained Copper River Seafood's property development plan and what improvements to the buildings on the property they have made so far. Mr. Hawkins responded to questions from commissioners regarding the original lease, whether the rent will change, if the amendments meet the requirements of the prior lease, and how according to the lease any structures would become City property once a lease ends and the tenant has the option to take any of their property with them.

SIEKANIEC/ULMER MOVED TO APPROVE COPPER RIVER SEAFOOD'S LEASE AMENDMENT AND PROPERTY DEVELOPMENT PLAN PROPOSAL AND RECOMMEND ADOPTION BY CITY COUNCIL.

Commissioner Shavelson inquired with Ms. Eisenberg if there was any consideration for worker housing. She responded that living quarters was not allowed out there, only a nightly watchman, but the bathhouse/restroom/laundry facilities was critical for their fishermen and crew with the added benefit of not having to rely on the City's public bathrooms.

Discussion ensued between staff and the commissioners on how housing on the Homer Spit is a zoning and code issue. Mr. Hawkins opined that this topic will become more critical and not just for the summer season but for workers who work late midnight shifts and should not drive due to safety

reasons. Deputy City Clerk Tussey suggested they could have the topic on a future agenda to make a recommendation to the Planning Commission and City Council.

VOTE: YES: ZEISET, PITZMAN, ULMER, SIEKANIEC, SHAVELSON, MATTHEWS

Motion carried.

Chair Matthews provided a point of protocol regarding how she and the staff liaison set the agenda, and that if any commissioner wishes to have an item on the agenda they can reach out to either of them.

B. Port & Harbor Budget

Chair Matthews introduced the item by reading the title, recapped what took place at their earlier worksession with Finance Director Walton, and opened the floor for discussion.

Commissioners discussed their takeaways from the worksession and shared what other items they would like to see at their monthly meetings. Items include:

- The same monthly financial reports that Port Director Hawkins receives included in their meeting packets; a new running agenda item under staff reports could be established for said reports and for any budget/financial updates as they come up.
- Continuation of budget training opportunities such as the worksession they just had.
- Provide copies of the complete City budget that commissioners can bring with them to each meeting.

The commission unanimously requested to have another budget worksession at 4:00 pm before the April regular meeting. In response to Chair Matthews, Deputy City Clerk Tussey recommended commissioners forward their questions or budget items they would like more information on to Mr. Hawkins the Friday before the next agenda deadline to give staff time to compile everything.

- C. Port Infrastructure Development Grant Program (PIDP) for Float Replacement
- i. Port of Homer Asset Sheet for Float Systems
 - ii. R&M Proposal for PIDP Grant Development & Submission Management

Chair Matthews introduced the item by reading the title and deferred to Port Director Hawkins.

Mr. Hawkins explained the results from the harbor float asset assessment. While they have been talking about a replacement plan for years they're still a ways away from making those repairs possible due to the floats getting worse faster than the Harbor Enterprise is able to save up the replacement costs in reserves. Chair Matthews spoke to the work harbor staff accomplished to get the grant and R&M hiring proposal together that was currently in front of the commission and City Council. She explained the time restrictions that they need to meet to make the grant and budget cycles/deadlines and what action would be needed from the commission at this time.

SHAVELSON/ULMER MOVED TO RECOMMEND TO CITY COUNCIL THAT R&M BE HIRED FOR PORT INFRASTRUCTURE DEVELOPMENT GRANT PROGRAM GRANT DEVELOPMENT AND SUBMISSION MANAGEMENT ON HOMER'S BEHALF.

Commissioner Shavelson commented on how vital it is that we stay ahead of the float replacement improvements, and how this proposal sounds like an opportunity to do so.

Discussion ensued between commissioners and Mr. Hawkins on the following:

GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

COPPER RIVER SEAFOODS, INC.

Dated March 1, 2019

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of March 1, 2019, between the CITY OF HOMER, an Alaska Municipal Corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and COPPER RIVER SEAFOODS, INC., a State of Alaska Business Corporation (“Tenant”), whose address is 1118 E. 5th Avenue, Anchorage, Alaska 99501.

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** is a certificate of good standing issued by the state under whose laws Tenant is organized. 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

WHEREAS, Tenant has made its own determination that its proposed development of the property will be economically feasible, and that the term for which it is leasing the property will be sufficient to amortize Tenant’s investment in developing the leased property under Tenant’s proposal.

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"):

Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, Homer Recording District, State of Alaska, as depicted on Exhibit C, containing 15,300 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103425;

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 twenty (20) years, commencing on May 1, 2019, and ending on April 30, 2039 (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 five (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 \$12,996.12 (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 \$1,083.01, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on May 1, 2019, and on the first (1st) 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.** Starting on January 1, 2019, 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.

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) Based on the authorized uses of the Property stated in Section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph Section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, 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:

Martin Weiser
Copper River Seafoods
1118 E. 5th Avenue
Anchorage, Alaska 99501
Email: mweiser@crsalaska.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 May 1, 2014, a lease of which has been recorded in the records of the Homer Recording District under Document No. 2014-001303-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of May 1, 2019, 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

COPPER RIVER SEAFOODS INC.

By: Katie Koester
Katie Koester, City Manager

Martin Weiser
Martin Weiser, Chief Development Officer

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on May 16, 2019, Katie Koester, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

NOTARY PUBLIC
BOBBIE R KRAUSE
STATE OF ALASKA
My Commission Expires August 6, 2019

Bobbie R Krause
Notary Public in and for Alaska
My Commission Expires: 08/06/19

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on May 15, 2019 by Martin Weiser, as Chief Development Officer of Copper River Seafoods Inc. on behalf of Copper River Seafoods Inc.



Karina Chambers
Notary Public in and for Alaska
My Commission Expires: 4.17.2021

EXHIBIT A

**SCHEDULE OF ORGANIZATION, OWNERS,
PERCENTAGE OF OWNERSHIP**

Tenant, Copper River Seafoods Inc., is a Business Corporation 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.

The shareholders and their percentage of ownership are as follows:

James Stavis, Shareholder 1118 E. 5TH AVE., ANCHORAGE, AK 99501	6.30 %
Norman Stavis, Shareholder 1118 E. 5TH AVE., ANCHORAGE, AK 99501	6.30 %
Rodger May, Director, Shareholder 1118 E. 5TH AVE., ANCHORAGE, AK 99501	33.20%
Scott Blake, Director, President, Shareholder 1118 E. 5TH AVE., ANCHORAGE, AK 99501	54.20
TOTAL:	100%

EXHIBIT B

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE AND
AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON BEHALF
OF TENANT**

**CITY OF HOMER
HOMER, ALASKA**

City Manager

RESOLUTION 19-017

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A LEASE ASSIGNMENT FROM SNUG HARBOR SEAFOODS INC. TO COPPER RIVER SEAFOODS INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR A NEW TWENTY YEAR LEASE WITH OPTIONS FOR TWO CONSECUTIVE FIVE YEAR LEASE RENEWALS FOR A PORTION OF LOT 13B, CITY OF HOMER PORT INDUSTRIAL SUBDIVISION NO. 2, ACCORDING TO PLAT NO. 80-92, AT AN INITIAL ANNUAL RATE OF \$12,996.12.

WHEREAS, Snug Harbor Seafoods Inc. requested to transfer their 2014 City lease to Copper River Seafoods Inc. as part of Copper River Seafoods Inc.'s buyout of Snug Harbor Seafoods Inc. assets; and

WHEREAS, Copper River Seafoods Inc. submitted a complete application pursuant to Homer City Code (HCC) § 18; and

WHEREAS, Copper River Seafoods has indicated their intention of operating a fish buying station which is similar to the Snug Harbor Seafoods Inc. permitted use of seafood buying; and

WHEREAS, Per HCC § 18.08.110 the lease is in compliance and the past lease history has shown contractual obligations are satisfactorily met; and

WHEREAS, The lease assignment will be based on the City's updated lease template which reflects the new and current code requirements; and


WHEREAS, The initial annual rental rate of \$12,996.12 will change in accordance with the appraisal of the lot due in 2019 per HCC § 18.08.100; and


WHEREAS, On February 27, 2019 The City Administration and the Port and Harbor Advisory Commission reviewed the application pursuant to HCC § 18.08.060 and recommend a new twenty year lease with options for two consecutive five-year renewals for a portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92; and

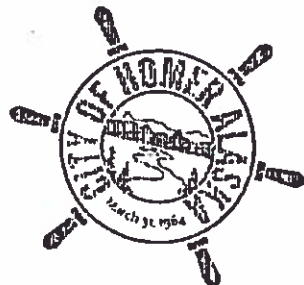
42 WHEREAS, HCC § 18.08.160 (4) states Council shall approve or deny the request for lease
43 assignment via resolution.

44
45 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby
46 approves the lease assignment of the Snug Harbor Seafoods Inc. lease from Snug Harbor
47 Seafoods Inc. to Copper River Seafoods Inc., and authorizes the City Manager to execute a new
48 twenty year lease with options for two consecutive five-year renewals for a portion of Lot 13B,
49 City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, at an initial annual
50 base rent of \$12, 996.12 for the purpose of a fish buying station.

51
52
53 PASSED AND ADOPTED by the Homer City Council this 11th day of March, 2019.

54
55
56 CITY OF HOMER
57 
58 _____
59 KEN CASTNER, MAYOR
60

61
62 ATTEST:
63 
64 _____
65 MELISSA JACOBSEN, MMC, CITY CLERK
66



67
68 Fiscal note: \$12,996.12

EXHIBIT C
LOCATION OF PROPERTY

(Section 2.01)

Portion of Lot 13B, City of Homer Port Industrial Subdivision No. 2, according to Plat No. 80-92, Homer Recording District, State of Alaska, containing 15,300 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 18103425.

EXHIBIT D
TENANT'S PROPOSED USE OF THE PROPERTY
(Section 6.01)

The Tenant's proposed use of the property is a fish buying station.



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:	Copper River Seafoods, Inc.
Social Security Number:	92-0157589
Mailing Address:	1118 E. 5th Ave
City, State, ZIP code:	Anchorage, AK 99501
Business Telephone No.	907-522-7806
Representative's Name:	Martin Weiser
Mailing Address:	1118 E. 5th Ave
City, State, ZIP code:	Anchorage, AK 99501
Business Telephone No.	907-522-7806
Property Location:	
Legal Description:	Portion of Lot 13B, City of Homer Port Industrial
Type of Business to be placed on property:	Seafood Manufacturing
Duration of Lease requested:	20 years
Options to re-new:	20 year extension

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

1.	Plot Plan <i>Attached</i>	<p><u>A drawing of the proposed leased property showing:</u></p> <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.	Development Plan	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td><i>9/1/20</i></td> <td><i>Framing.</i></td> </tr> <tr> <td><i>12/31/2020</i></td> <td><i>Completion</i></td> </tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td><i>Seafood Processing</i></td> <td><i>~ 42' x 47' 1974 sq ft</i></td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </tbody> </table>	Dates	Tasks	_____	_____	_____	_____	<i>9/1/20</i>	<i>Framing.</i>	<i>12/31/2020</i>	<i>Completion</i>	Building Use	Dimensions and square footage	<i>Seafood Processing</i>	<i>~ 42' x 47' 1974 sq ft</i>	_____	_____	_____	_____
Dates	Tasks																			
_____	_____																			
_____	_____																			
<i>9/1/20</i>	<i>Framing.</i>																			
<i>12/31/2020</i>	<i>Completion</i>																			
Building Use	Dimensions and square footage																			
<i>Seafood Processing</i>	<i>~ 42' x 47' 1974 sq ft</i>																			
_____	_____																			
_____	_____																			
3.	Insurance <i>Attached</i>	<input type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																		
4.	Subleases <i>n/a</i>	<input type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 25% of proceeds paid Lessee by subtenants. Refer to chapter 13 of the Property Management Policy and Procedures manual.																		
5.	Health Requirements <i>Attached Prior approval</i>	<input type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																		

6.	Agency Approval <i>Attached</i>	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies.
7.	Fees	<p><u>All applicable fees must be submitted prior to the preparation and/or execution of a lease.</u></p> <input type="checkbox"/> Application fee - \$30.00. Covers costs associated with processing the application. <i>Please make check payable to the City of Homer.</i>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <input type="checkbox"/> Sole or individual proprietorship. <input type="checkbox"/> Partnership. <input checked="" type="checkbox"/> Corporation. <input type="checkbox"/> Other – Please explain: _____

as of 2/19/19

Financial Statement – Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.

Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest

No Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.

Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action?

No Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.

Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation?
 No Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.

9.	Partnership Statement	<input type="checkbox"/> If the applicant is a partnership, please provide the following: Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																				
10.	Corporation Statement	<input checked="" type="checkbox"/> If the applicant is a corporation, please provide the following: Date of Incorporation: <u>March 7, 1996</u> State of Incorporation: <u>Alaska</u> Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Is so, as of what Date? <u>March 7, 1996</u> Corporation is held? <input type="checkbox"/> Publicly <input checked="" type="checkbox"/> Privately If publicly held, how and where is the stock traded? Officers & Principal Stockholders [10%+]: <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> <th>Address</th> <th>Share</th> </tr> </thead> <tbody> <tr> <td>Scott A. Blake</td> <td>Pres/CEO</td> <td>1118 E 5th Anch AK 99501</td> <td>54.20</td> </tr> <tr> <td>Rodger May</td> <td>Director, shareholder</td> <td>"</td> <td>33.20</td> </tr> <tr> <td>Rich Monroe</td> <td>Secretary/Treas.</td> <td>"</td> <td>0</td> </tr> </tbody> </table> <input type="checkbox"/> Please furnish a copy of Articles of Incorporation and By-laws. Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments. <table border="1"> <thead> <tr> <th>Name</th> <th>Title</th> </tr> </thead> <tbody> <tr> <td>Scott Blake</td> <td>President/CEO</td> </tr> </tbody> </table>	Name	Title	Address	Share	Scott A. Blake	Pres/CEO	1118 E 5 th Anch AK 99501	54.20	Rodger May	Director, shareholder	"	33.20	Rich Monroe	Secretary/Treas.	"	0	Name	Title	Scott Blake	President/CEO
Name	Title	Address	Share																			
Scott A. Blake	Pres/CEO	1118 E 5 th Anch AK 99501	54.20																			
Rodger May	Director, shareholder	"	33.20																			
Rich Monroe	Secretary/Treas.	"	0																			
Name	Title																					
Scott Blake	President/CEO																					

n/a

Attached

11. Applicant References

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

Name: Jeff Buske
Firm: Independent Packers Company
Title: Owner
Address: 2001 W. Garfield St Seattle, WA 98199
Telephone: 206-922-3860
Nature of business association with Applicant: They custom process for us for approx. 10 yrs

Name: Seattle Tacoma Box
Firm: Cindy Unley
Title: CFO
Address: 23400 71st Pl S. Kent, WA 98032
Telephone: 253-854-9700
Nature of business association with Applicant: They have supplied us with all our packaging for numerous years

Name: Jim Gonzales
Firm: Pacific Harvest Seafoods
Title: Owner/Pres.
Address: 1800 NE 44th St. #200 Renton, WA 98056
Telephone: 425-254-1544
Nature of business association with Applicant: Customer/Supplier, partnered on ventures in past, not currently.

Name: Michael Panichi
Firm: Key Bank Biz Capital
Title: Sr. VP
Address: 127 Public Square Cleveland, OH 44114
Telephone: 216-689-4719 Mail Code: OH-01-27-0533
Nature of business association with Applicant: Bank

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

Signature:

Mark Wines, Chief Development Officer

Date:

9/20/18

From: Martin Weiser <mweiser@crsalaska.com>
Sent: Friday, February 22, 2019 3:26 PM
To: Rachel Friedlander <rfriedlander@ci.homer.ak.us>
Cc: Erica Hollis <ehollis@ci.homer.ak.us>
Subject: RE: Questions regarding CRS application

Sorry for the confusion, it is confirmed that the proper term for the activities we plan to perform in Homer would be, "fish buying station." If you could amend the application to read as such I would appreciate it.

As far as #2 goes, I will have to research that. It was my understanding from Paul Dale that the package I was submitting to you had all the necessary prior approvals. I will let you know if that is something we have and we failed to submit it or if we are going to have to scramble to meet the necessary requirement.

Marty

From: Rachel Friedlander <rfriedlander@ci.homer.ak.us>
Sent: Friday, February 22, 2019 12:48 PM
To: Martin Weiser <mweiser@crsalaska.com>
Cc: Erica Hollis <ehollis@ci.homer.ak.us>
Subject: Questions regarding CRS application

Hi Martin,

A few questions came up while reviewing the application submitted by CRS in 2018, namely:

- 1) On the first page under "type of business to be placed on the property", you list "seafood manufacturing" but then on the second page under "Development Plan" you list "seafood processing." I've also heard that CRS intends to use the facility/City property for "fish buying" – could you clarify the intended use?
- 2) On #5 "Health Requirements," you noted "attached prior approval" but I don't seem to have those documents on my end – could you please resubmit those?

Thank you for your prompt response,
Rachel



Rachel Friedlander
Executive Assistant to City Manager Katie Koester
City of Homer

Rachel Friedlander

From: Martin Weiser <mweiser@crsalaska.com>
Sent: Wednesday, February 27, 2019 12:42 PM
To: Rachel Friedlander
Cc: Erica Hollis
Subject: RE: Questions regarding CRS application

Not to our knowledge at this time. My understanding is that the parcel was already connected to city sewer and that is all that is going to be required as we do not have any plans to process in this facility.

Marty

From: Rachel Friedlander <rfriedlander@ci.homer.ak.us>
Sent: Wednesday, February 27, 2019 9:54 AM
To: Martin Weiser <mweiser@crsalaska.com>
Cc: Erica Hollis <ehollis@ci.homer.ak.us>
Subject: RE: Questions regarding CRS application

Hi Marty,

Following up with you on #2 – is there any required environmental information from the DEC that should be presented at the Port&Harbor Advisory Commission this evening?

Thank you,
Rachel

From: Martin Weiser <mweiser@crsalaska.com>
Sent: Friday, February 22, 2019 3:26 PM
To: Rachel Friedlander <rfriedlander@ci.homer.ak.us>
Cc: Erica Hollis <ehollis@ci.homer.ak.us>
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Thank you for your prompt response,
Rachel



Rachel Friedlander
Executive Assistant to City Manager Katie Koester
City of Homer
907. 435. 3102
RFriedlander@ci.homer.ak.us
<https://www.cityofhomer-ak.gov/>

EXHIBIT E
SITE PLANS
(Section 6.02)

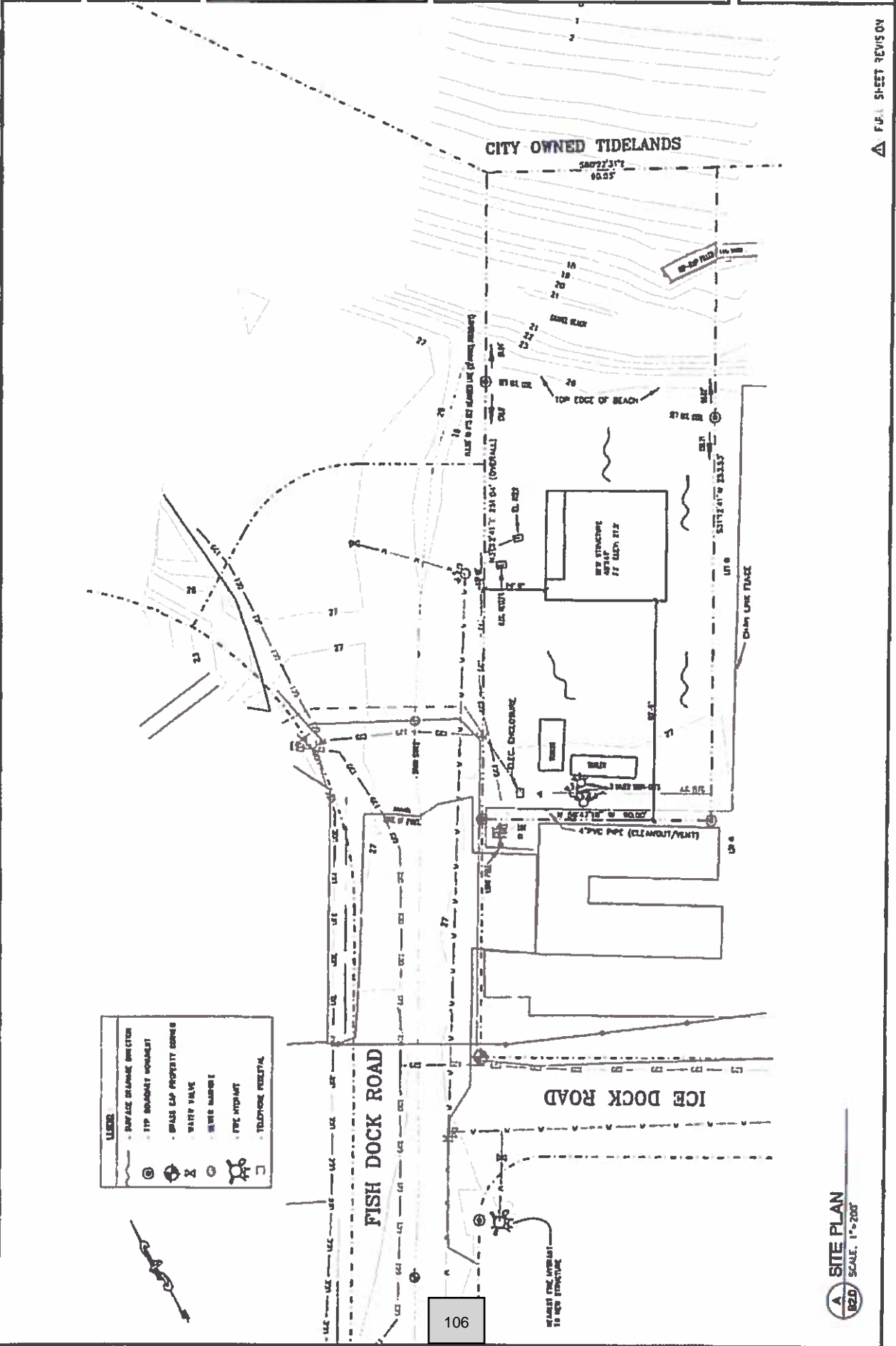


REVISIONS
NO. DATE BY

CONSULTING ENGINEERS
STRUCTURAL
125 BRADLEY ST
DENAL, AK 99511
TEL. (907) 303-2333
MEMBERSHIP: LICENSED

BLVD HARBOR BEAROODS
WAREHOUSE @ HOMER SPIT
HOMER, ALASKA
SITE PLAN

PROJECT NO. 124
DRAWN BY JEM
CHECKED BY MAM
DATE: 01/27/13
SCALE: NOTED
SHEET NO. 106
S20
3 of 15



- LEGEND**
- SURFACE DRAINAGE DIRECTION
 - - - - - TIP SHEARWALL FOOTING
 - ⊙ SPILL CAP PROPERTY CORNER
 - ⊗ WATER TANK
 - ⊙ SEWER MANHOLE
 - ⊙ FIRE HYDRANT
 - ⊠ TELEPHONE ROOSTER

106

A SITE PLAN
S20
SCALE: 1"=200'

△ FULL SHEET REVISION

EXHIBIT F
FLOOR PLANS

(Section 6.02)

SNUG HARBOR SEAFOODS WAREHOUSE @ HOMER SPIT HOMER, ALASKA



LEGAL DESCRIPTION: T 12 S R 04 E SEC 10
 SNUG HARBOR
 CITY OF HOMER
 PORT DISTRICT, 100
 AC 2.07 00

2009 BC CODE DATA	
OCCUPANCY GROUP	L R S I
CONSTRUCTION TYPE	I B
ALLOWABLE AREA PER STORY	STORY 70000
NUMBER OF STORES	1 1L 000
FIRST STORY AREA	840 SF
SECOND STORY AREA	140 SF
NETTARE AREA	200 SF
FIRST FLOOR OCCUPANT LOAD	800/20000-2000/10000
SECOND FLOOR OCCUPANT LOAD	300/70000-300/10000 = 3
STORAGE NETTARE OCCUPANT LOAD	300/2000
TOTAL OCCUPANT LOAD	1
FIRST FLOOR EIGHTS REQUIRED	1
SECOND STORY EIGHTS REQUIRED	1
STORAGE NETTARE EIGHTS REQUIRED	1
FIRST FLOOR EFT WITH REQUIRED	3 ROES
SECOND FLOOR AREA EXT WITH EFTS	3 ROES

INDEX TO DRAWINGS

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FRAMING DETAILS	51
FRAMING DETAILS	52
ARCH DETAILS	53



NO.	DATE	REVISION

CONSTRUCTING ENGINEERS
CONSULTANTS/LLC
 150 BROADWAY
 KENAI, AK 99541
 TEL: (907) 883-2888
 NELSONENGINEERS@ALASKA.NET

SNUG HARBOR SEAFOODS
WAREHOUSE @ HOMER SPIT
HOMER, ALASKA
 TITLE SHEET

PROJECT NO. 1234
 DRAWN BY JPP
 CHECKED BY N.A.
 DATE: 01/25/13
 SCALE: NOTED
 PLOT: NOTED
 1" = 10'-0"
 1/4" = 1'-0"
510
 13 OF 15

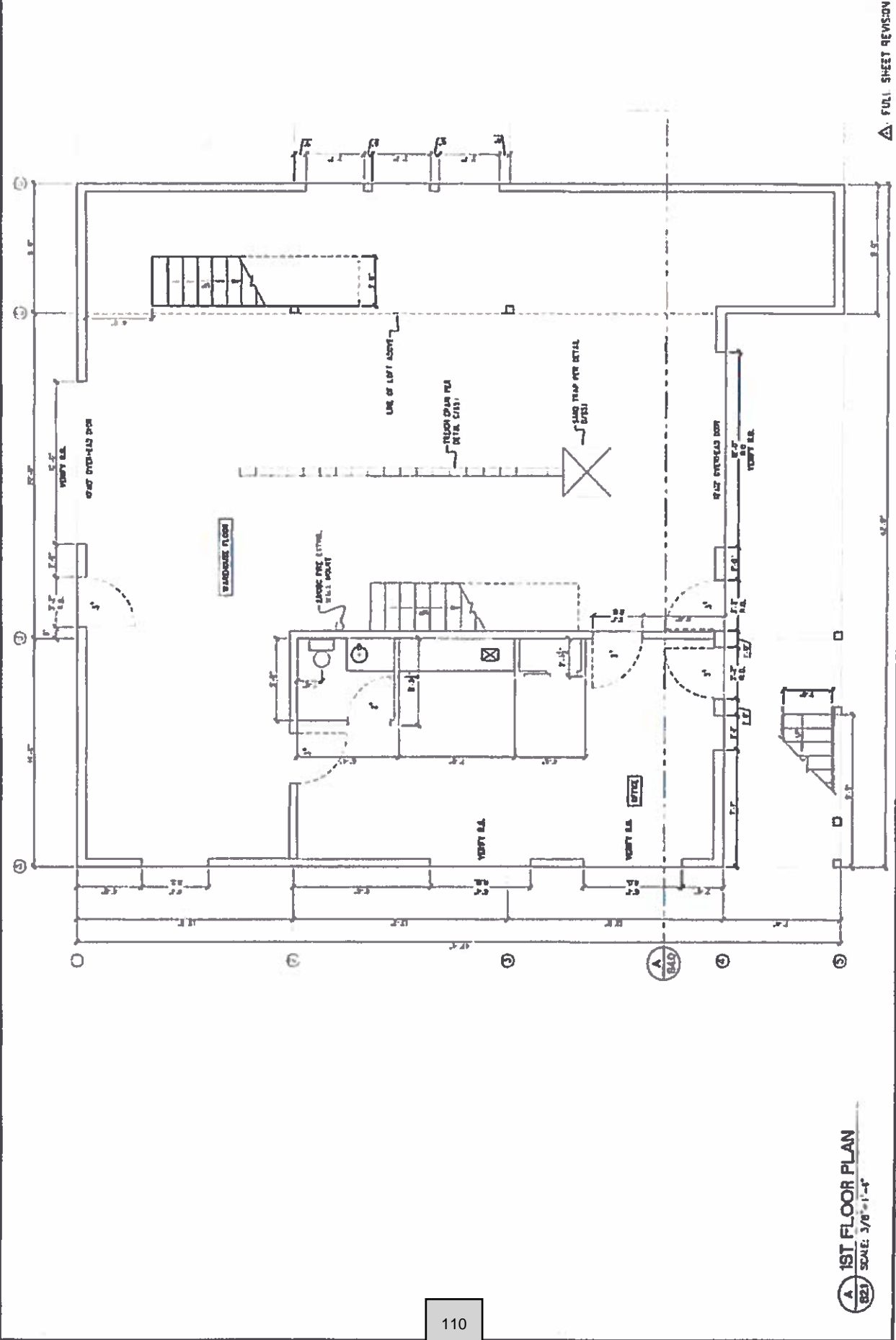


NO.	REVISION	DATE

CONSULTING ENGINEERS
STRUCTURAL/CIVIL
138 GARDNER ST.
SHEILA, AK 99511
TEL: (907) 542-3883
MELBON@ALASKA.NET

WAREHOUSE @ HOMER PIT
HOMER, ALASKA
FIRST FLOOR PLAN

PROJECT NO. 138A
DRAWN BY: JES
CHECKED BY: JES
DATE: 01/24/13
SCALE: NOTED
APP. NOTED
V.P. NOTED
SHEET 821
4 OF 13



△ FULL SHEET REVISION

A 1ST FLOOR PLAN
SCALE: 3/8" = 1'-0"

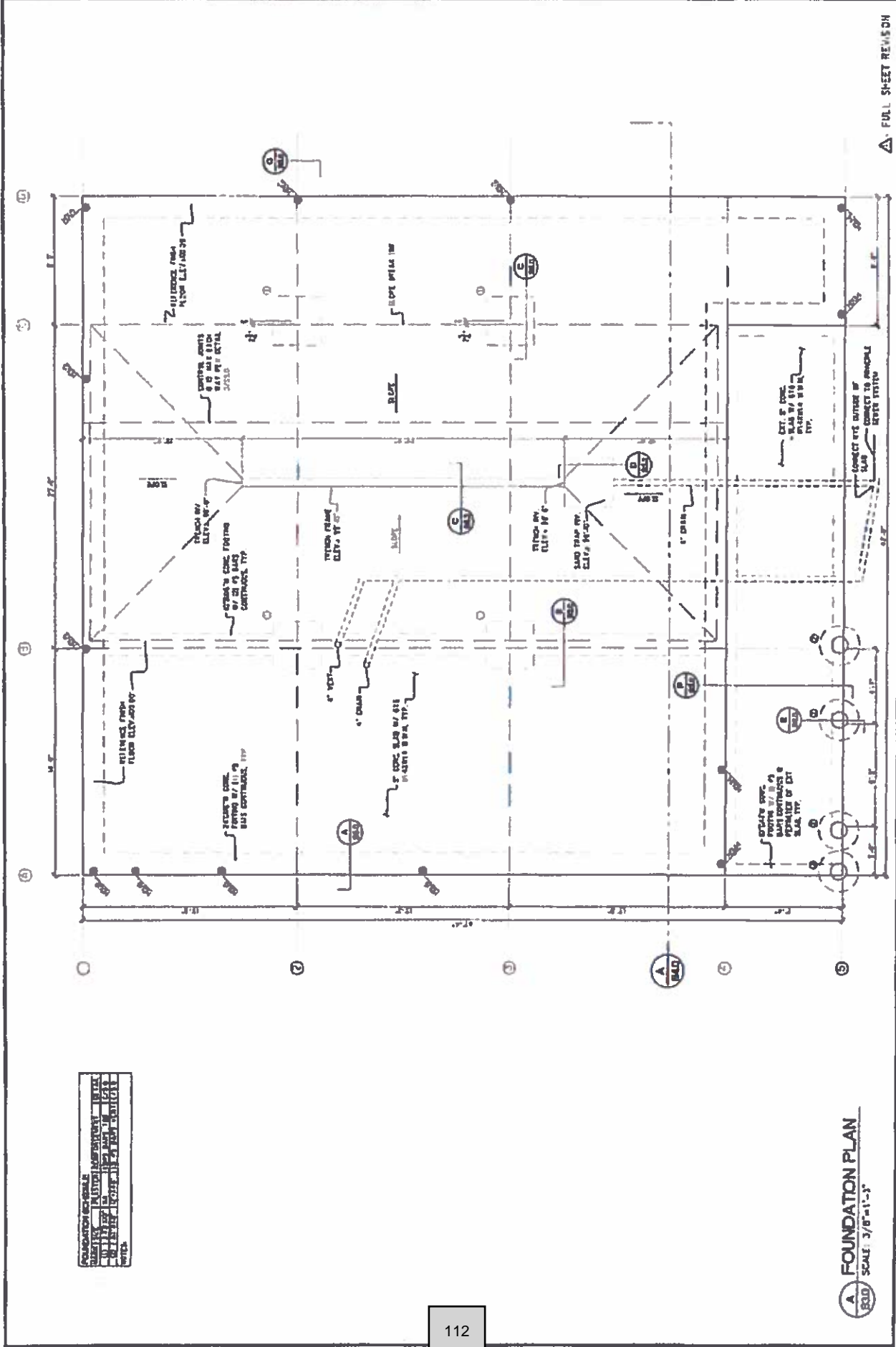


PROJECT NO.	1254
DATE	01/23/13
SCALE	3/8"=1'-0"
SHEET NO.	33.0
TOTAL SHEETS	33
DATE	01/23/13
BY	...
CHECKED BY	...
DATE	...
APPROVED BY	...
DATE	...

CONSULTING ENGINEERS
 150 BROADWAY
 DENVER, CO 80202
 TEL: 303.733.3000
 nelson@nelson.com

BMO HARBOR BEARDOGS
 WAREHOUSE @ HOWER SPILL
 HOWER, ALASKA
 FOUNDATION PLAN

PROJECT NO. 1254
 DATE 01/23/13
 SCALE 3/8"=1'-0"
 SHEET NO. 33.0
 TOTAL SHEETS 33



FOUNDATION NO.	...
DATE	...
BY	...
CHECKED BY	...
DATE	...

FOUNDATION PLAN
 SCALE 3/8"=1'-0"

△ FULL SHEET REVIEW ON

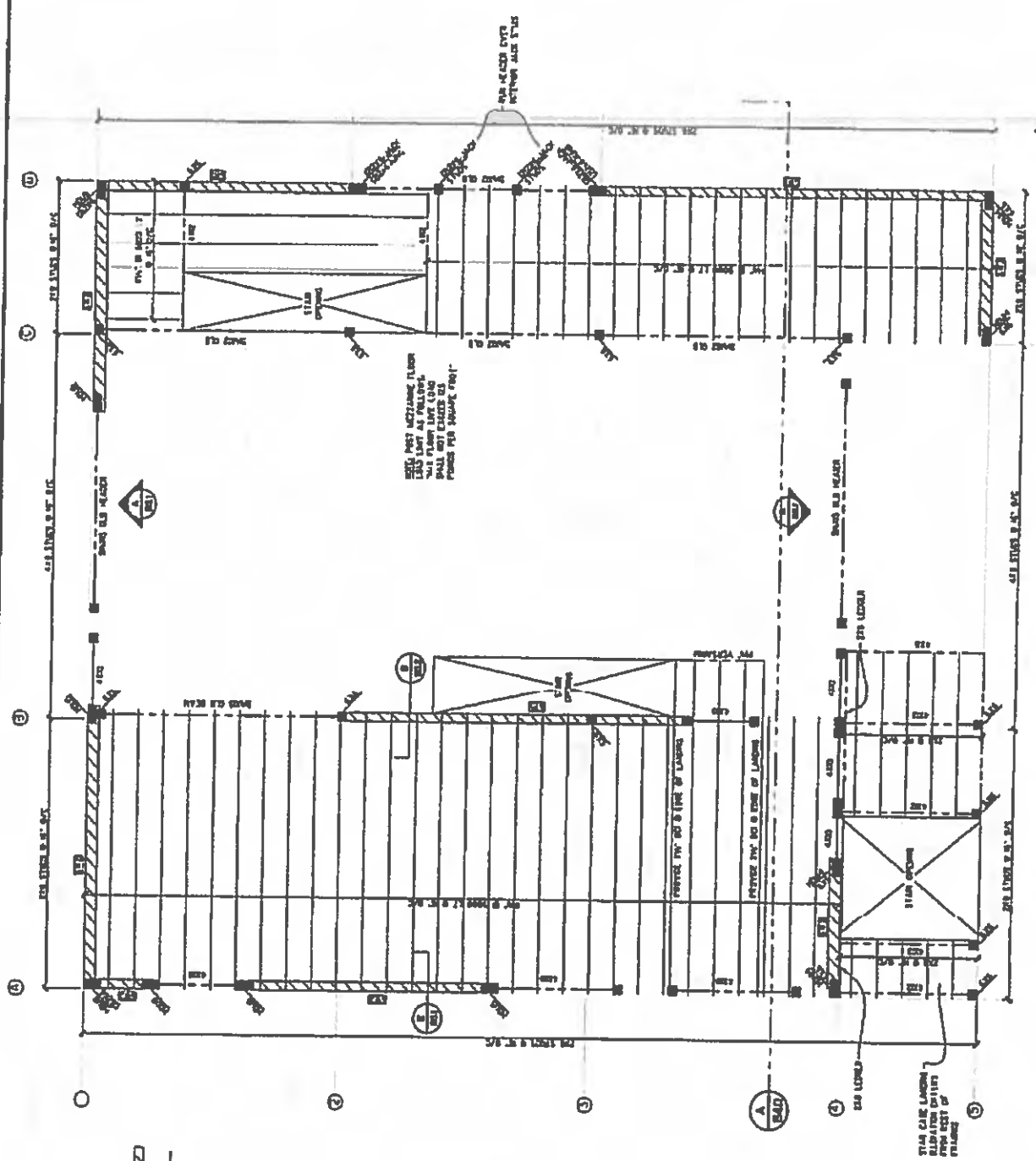


DATE	
REVISION	
BY	
CHECKED	
APPROVED	

CONSULTING ENGINEERS
 BRANTZ & ASSOCIATES
 1100 W. 10TH ST.
 ANCHORAGE, AK 99511
 TEL: (907) 552-3883
 FAX: (907) 552-3883
 nelson@brantz.com

BAIRD HARBOR SEAFOODS
 WAREHOUSE @ HOMER SPT
 HOMER, ALASKA
 SECOND FLOOR FRAMING

PROJECT NO. 1224
 DRAWN BY: JPM
 CHECKED BY: JPM
 DATE: 07/23/13
 SCALE: AS NOTED
 SHEET NO. 53.1
 TOTAL SHEETS 7 OF 15



NO.	DESCRIPTION	QTY	UNIT	REMARKS
1	2\"/>			

NOTES:

- ALL DIMENSIONS UNLESS OTHERWISE NOTED.
- ALL JOINTS TO BE REINFORCED.
- ALL REINFORCEMENT TO BE PLACED AS SHOWN.
- ALL REINFORCEMENT TO BE TIED TOGETHER.
- ALL REINFORCEMENT TO BE LAP SPICED AS SHOWN.
- ALL REINFORCEMENT TO BE PLACED WITHIN THE DESIGNATED ZONE.
- ALL REINFORCEMENT TO BE PLACED WITHIN THE DESIGNATED ZONE.
- ALL REINFORCEMENT TO BE PLACED WITHIN THE DESIGNATED ZONE.
- ALL REINFORCEMENT TO BE PLACED WITHIN THE DESIGNATED ZONE.
- ALL REINFORCEMENT TO BE PLACED WITHIN THE DESIGNATED ZONE.

2ND FLOOR FRAMING
 SCALE: 3/8" = 1'-0"

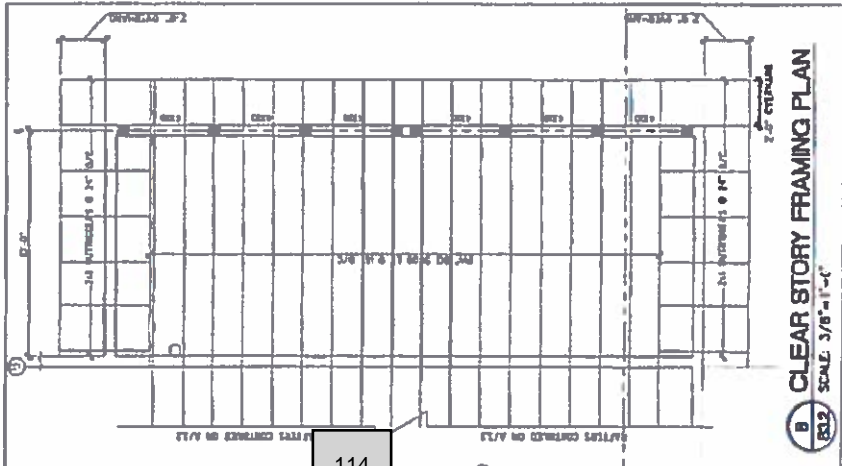
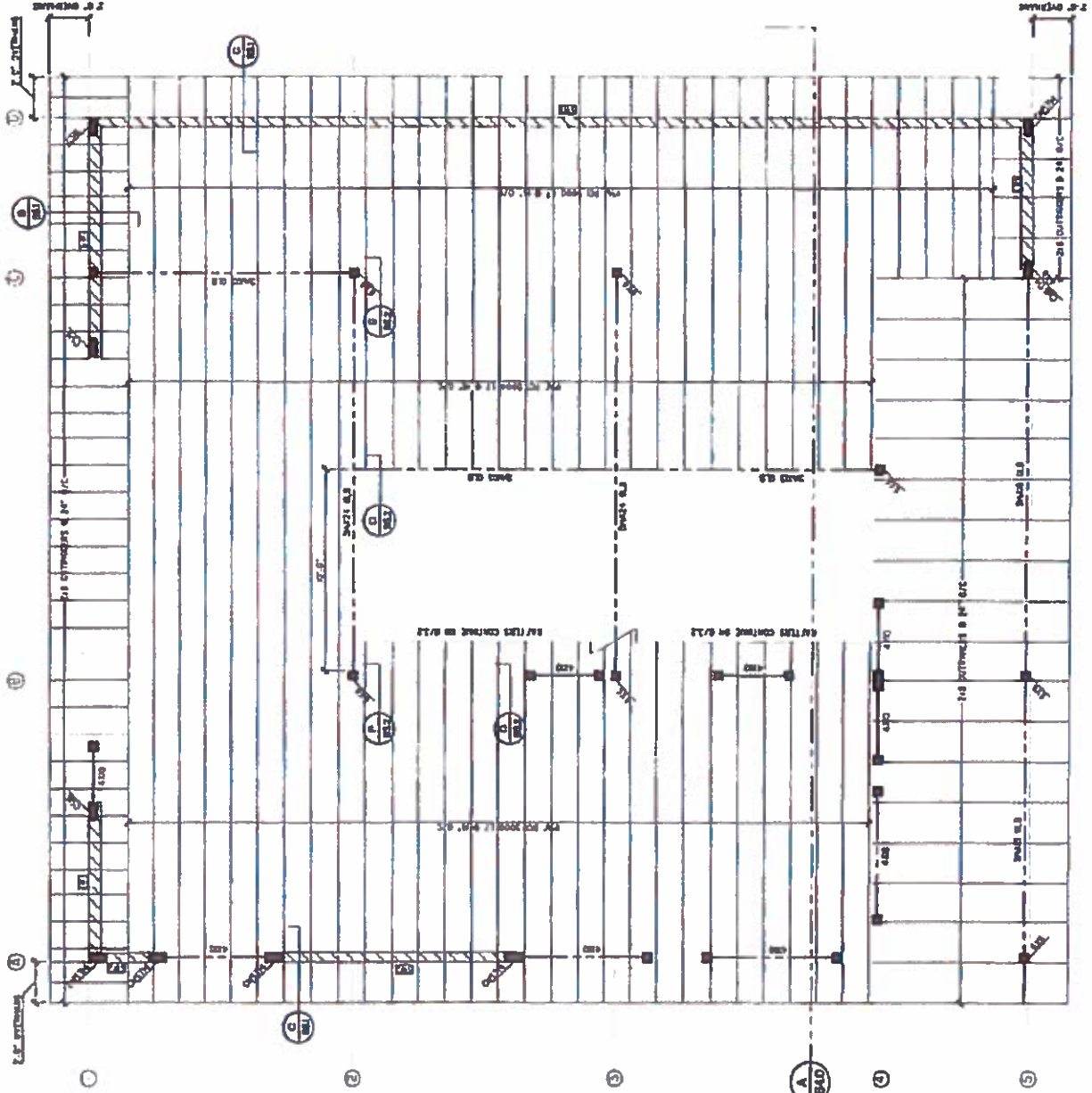


NO. _____
REVISION NO. _____
DATE _____
BY _____
CHECKED BY _____
DATE _____
SCALE: _____
PROJECT NO. _____
DRAWN BY _____
DATE _____
SCALE: _____
PROJECT NO. _____
DRAWN BY _____
DATE _____
SCALE: _____

NELSON
 CONSULTING ENGINEERS
 155 BRADLEY ST.
 DENALI, AK 99511
 TEL. (907) 583-2883
 METSONENW@GMAIL.COM

**BNUO HARBOR BEARPODS
 WAREHOUSE @ HOMER SPIT
 HOMER, ALASKA
 ROOF FRAMING PLAN**

PROJECT NO. 124
 DRAWN BY: [unclear]
 CHECKED BY: [unclear]
 DATE: 1/23/13
 SCALE: NOTED
 PROJECT NO. 124
 DRAWN BY: [unclear]
 CHECKED BY: [unclear]
 DATE: 1/23/13
 SCALE: NOTED



B CLEAR STORY FRAMING PLAN
 SCALE: 3/8" = 1'-0"

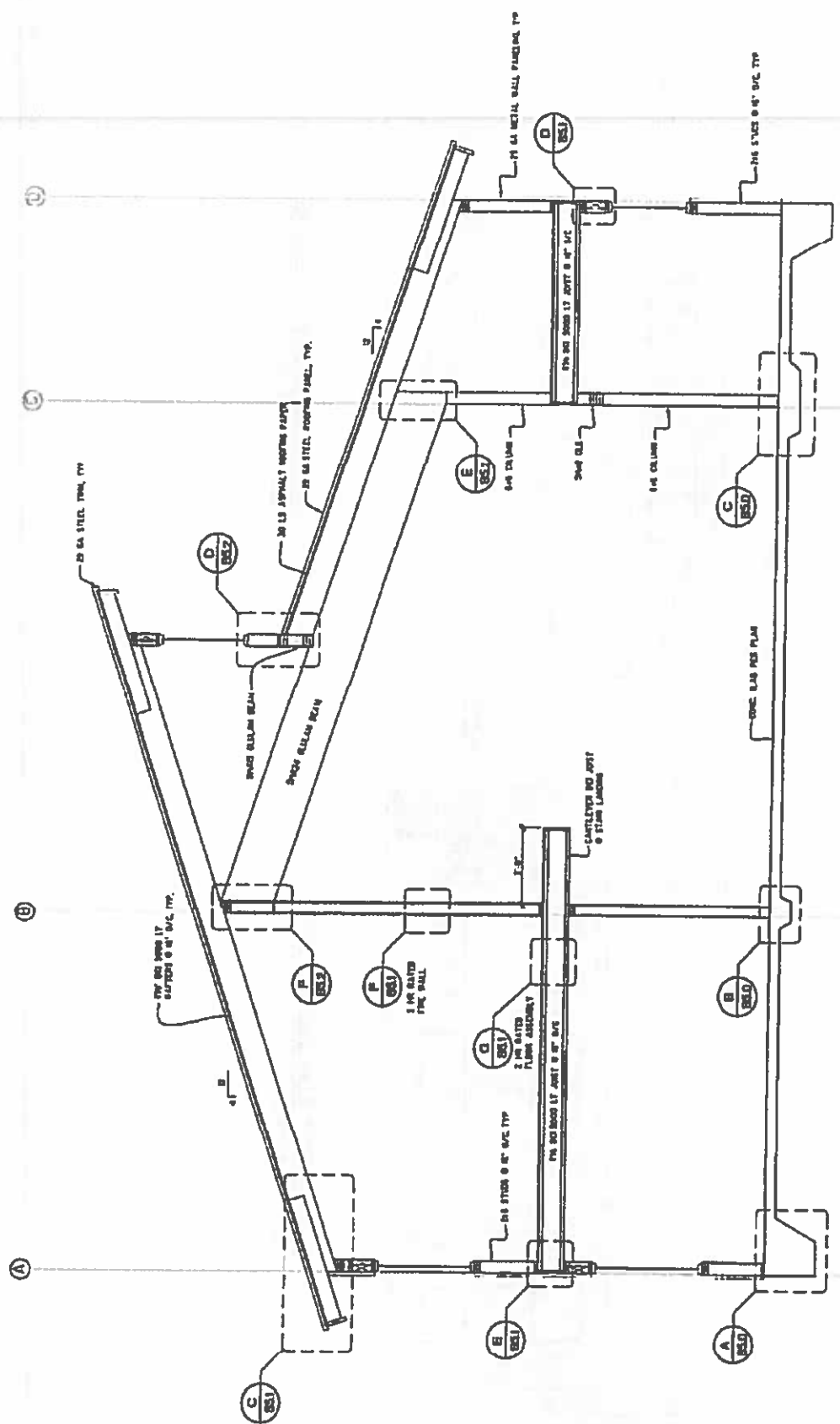
A ROOF FRAMING PLAN
 SCALE: 3/8" = 1'-0"



NELSON
 CONSULTING ENGINEERS
 STRUCTURAL/CIVIL
 100 BROADWAY
 ANCHORAGE, ALASKA 99501
 TEL: (907) 263-3300
 FAX: (907) 263-3302
 PROJECT NO. 133A
 SHEET NO. 9 OF 15

BNUO HARBOR BEAFOODS
 WAREHOUSE @ HOMER, ALASKA
 STRUCTURAL SECTION

PROJECT NO. 133A
 SHEET NO. 9 OF 15
 DATE: 01/28/13
 SCALE: NOTED
 APPR. NOTED
 DESIGNED BY: S4.0
 CHECKED BY:



A STRUCTURAL SECTION
 SCALE: 1/2"=1'-0"

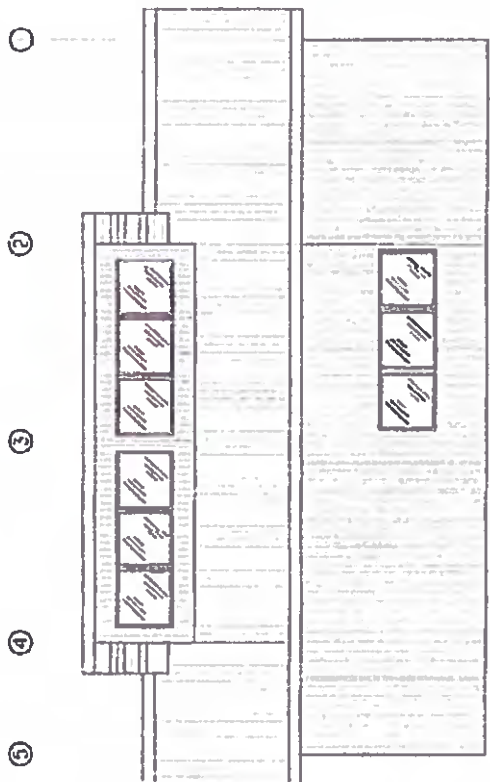


DATE	
REVISION	
NO.	

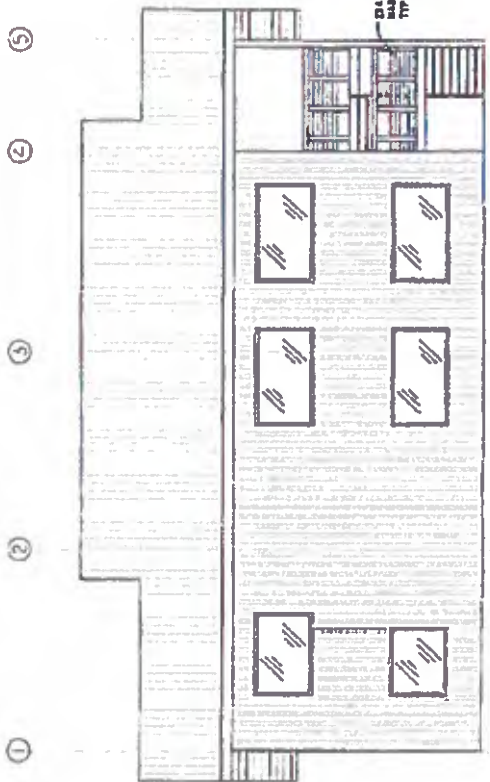
CONSULTING ENGINEERS
STRUCTURAL/CIVIL
 100 RICHARDS ST
 HOUMA, LA 70301
 TEL: (987) 883 2883
 HONORABLE MENTOR ENGINEERS ALASKA INC

WAREHOUSE @ HONER SPI
HONER, ALASKA
 NORTH/SOUTH BUILDING ELEVATION

PROJECT NO: 1154
 SCALE: 1/4" = 1'-0"
 DATE: 9/25/13
 SHEET NO: 94.1
 OF 13



B SOUTH BUILDING ELEVATION
 SCALE: 1/4" = 1'-0"



A NORTH BUILDING ELEVATION
 SCALE: 1/4" = 1'-0"

△ FULL SHEET REVISION

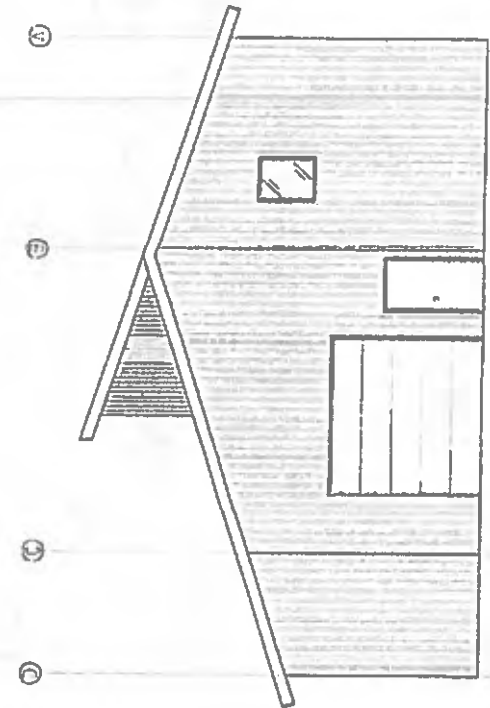


PROJECT NO. _____
 DRAWN BY _____
 CHECKED BY _____
 DATE _____

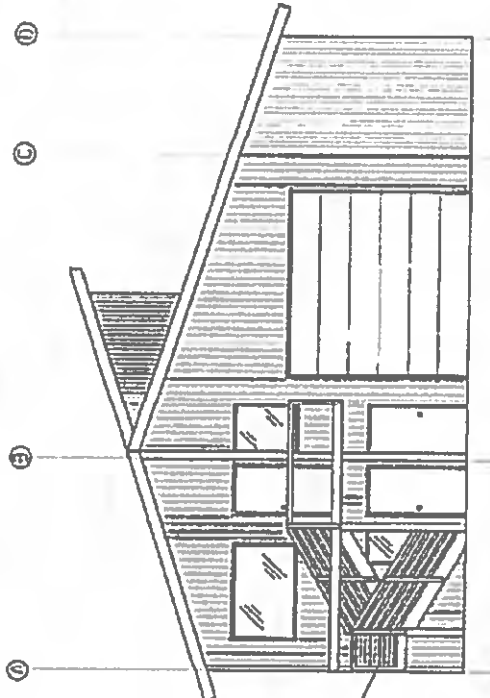
BEAROODS CONSULTING ENGINEERS
 STRUCTURAL/CIVIL
 188 BRUCE ST
 HOMER, AK 99611
 TEL: (907) 382-2888
 E-MAIL: BEAROODS@ALASKA.NET

WAREHOUSE @ HOMER SPIT
 HOMER, ALASKA
 WEST/EAST BUILDING ELEVATION

PROJECT NO. 1124
 DRAWN BY TFR
 CHECKED BY WJP
 DATE: 01/28/13
 SCALE: 1/4" = 1'-0"
 SHEET NO. 94.2
 OF 15



A EAST BUILDING ELEVATION
 SCALE: 1/4" = 1'-0"



A WEST BUILDING ELEVATION
 SCALE: 1/4" = 1'-0"

SEE FOUNDATION
 AND SPACING 4"
 TYP

△ FULL SHEET REVISION

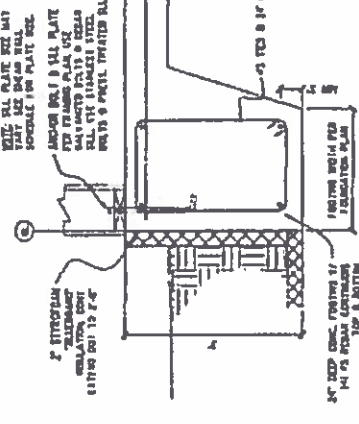


NEILSON
CONSULTING ENGINEERS
BRUDD/AL/CIVIL
100 BROADWAY
HOUMA, LA 70301
TEL. 1807.853.2888
neilson@alaska.net

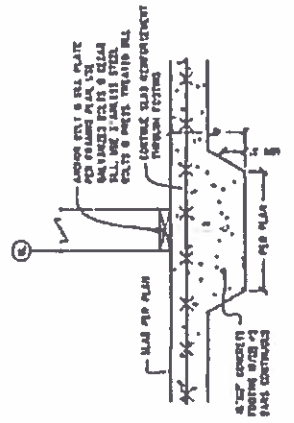
BAIRD HARBOR BEARPOOD
WAREHOUSE @ HOMER, ALASKA
FOUNDATION DETAILS

PROJECT NO. 1134
DATE: 01/21/13
SCALE: 1/2"=1'-0"
SHEET: 550

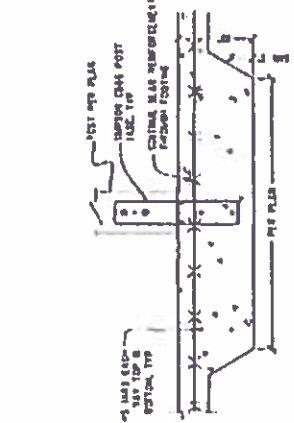
DATE: 01/21/13
SCALE: 1/2"=1'-0"
SHEET: 550



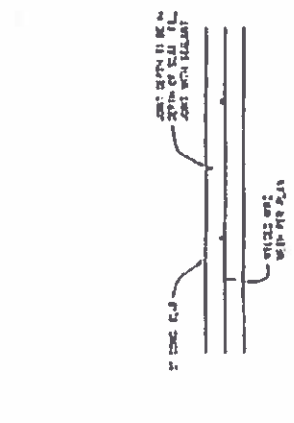
A TYP. EXTERIOR WALL FOOTING
SCALE: 1/2"=1'-0"



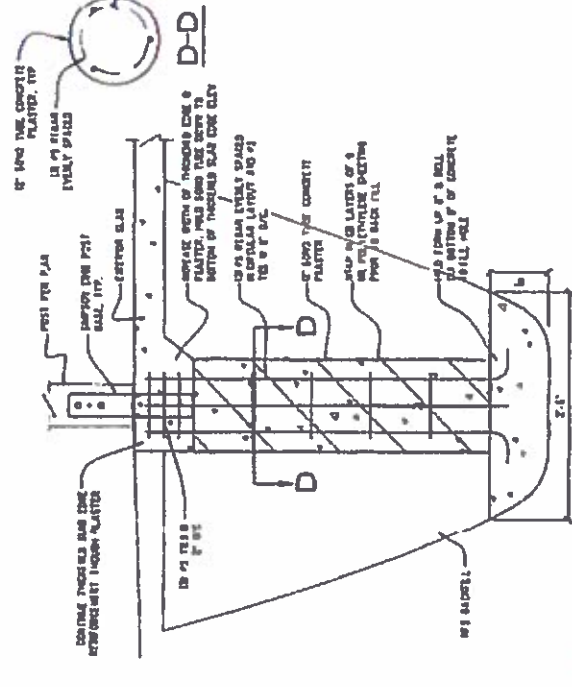
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SCALE: 1/2"=1'-0"



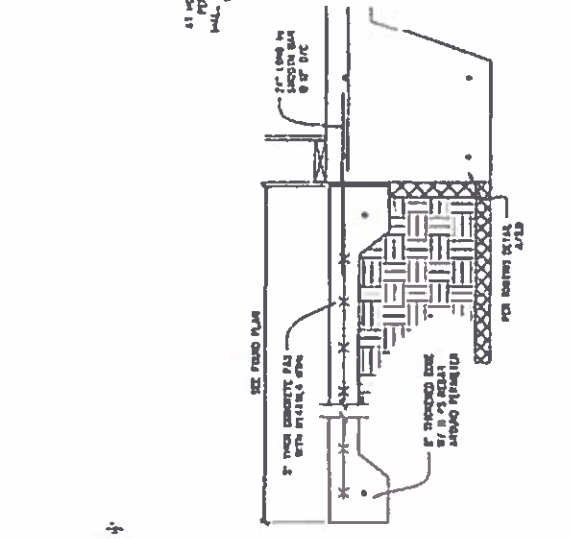
C TYP. INTERIOR COLUMN FOOTING
SCALE: 1/2"=1'-0"



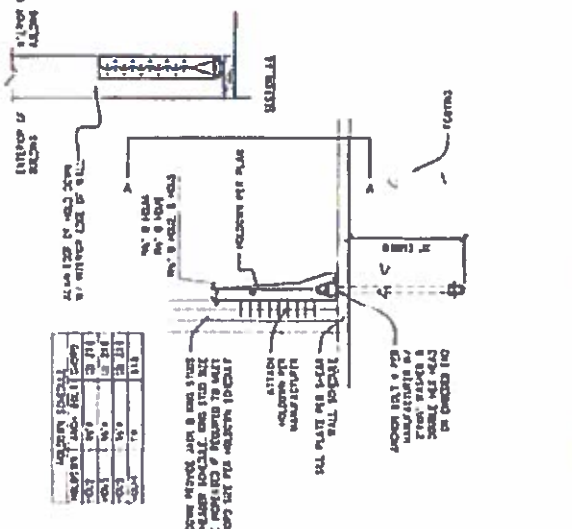
D TYP. CONTROL JOINT
SCALE: 1/2"=1'-0"



E TYP. EXTERIOR COLUMN FOOTING
SCALE: 1/2"=1'-0"



F EXTERIOR SLAB
SCALE: 1/2"=1'-0"



G TYP. HOLDDOWN
SCALE: 1/2"=1'-0"

ITEM	DESCRIPTION	QTY	UNIT
1	4" CONC. FOOTING	1	LINEAL FT.
2	12" WIDE PRECAST FOUNDATION SLAB	1	SQ. YD.
3	2" CONC. SLAB ON TOP OF PRECAST FOUNDATION SLAB	1	SQ. YD.

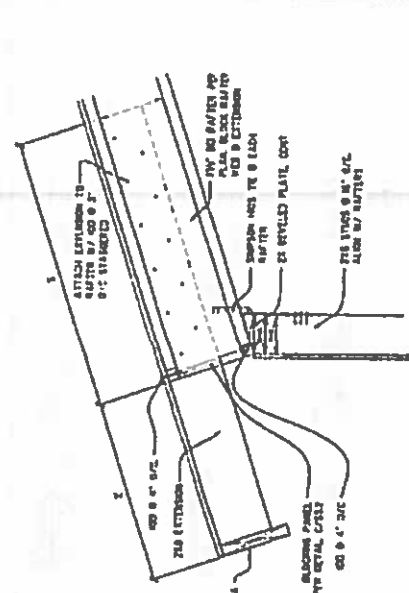


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APP'D
CHECK'D
SCALE
TITLE
DRAWN BY
PROJECT NO.

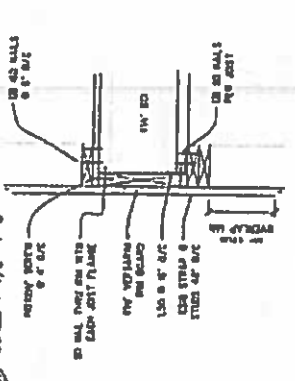
CONSULTING ENGINEERS
 STRUCTURAL
 1155 BROADWAY
 HOUMA, LA 70301
 TEL: (987) 583-3883
 HEADQUARTERS@ALASKA.NET

BNU HARBOUR BEAFOODS
 WAREHOUSE @ HOMER SPIT
 HOMER, ALASKA
 FRAMING DETAILS

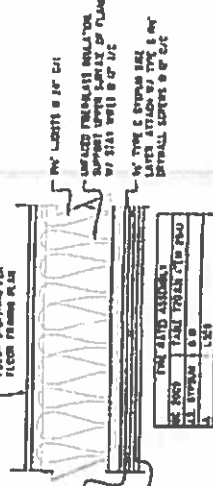
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 DATE 01/25/13
 SCALE NOTED
 SHEET NOTED
 TOTAL SHEETS 551
 13 OF 13



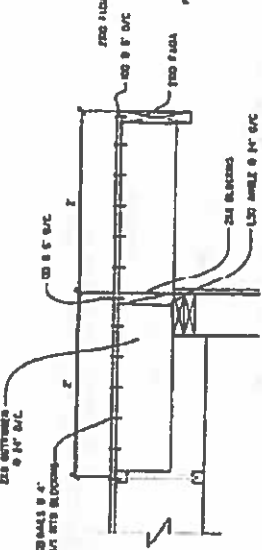
C TYP. EAVE DETAIL
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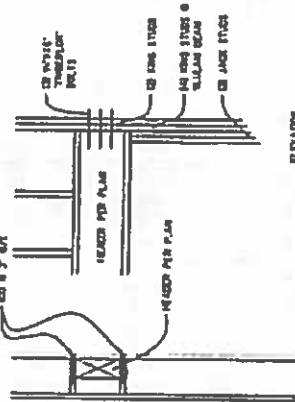
E EXT. FLOOR BEARING DETAIL
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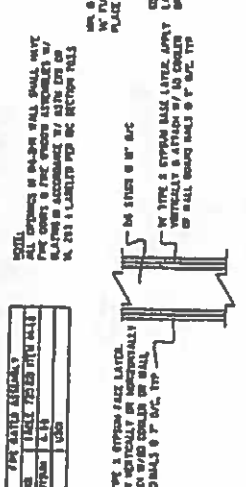
G TYP. 2x6 2HR RATED WALL
 SCALE: 1/2"=1'-0"



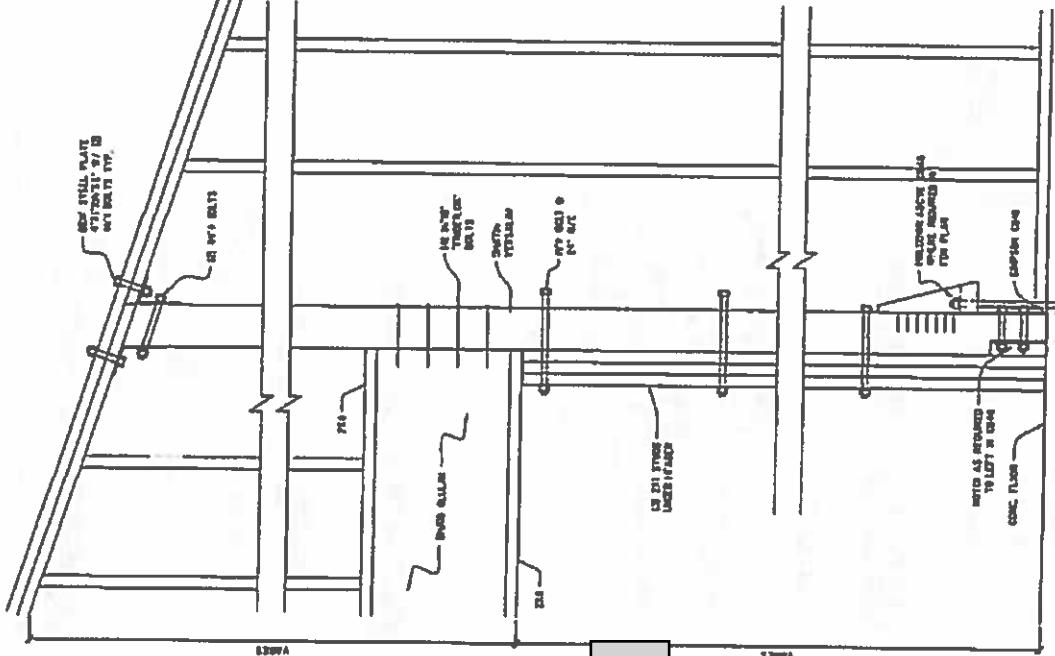
B TYP. OUTRIGGER DETAIL
 SCALE: 1/2"=1'-0"



D TYP. HEADER DETAIL
 SCALE: 1/2"=1'-0"



F TYP. INT. 2x6 2HR RATED WALL
 SCALE: 1/2"=1'-0"



A GARAGE DOOR ELEVATION
 SCALE: 1/2"=1'-0"

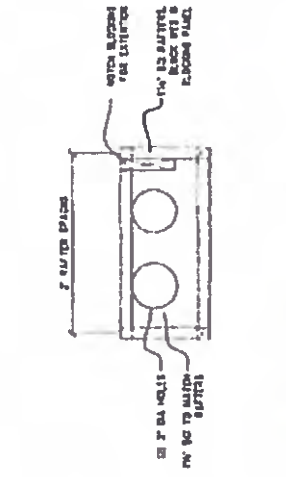


NO.	REVISION	DATE

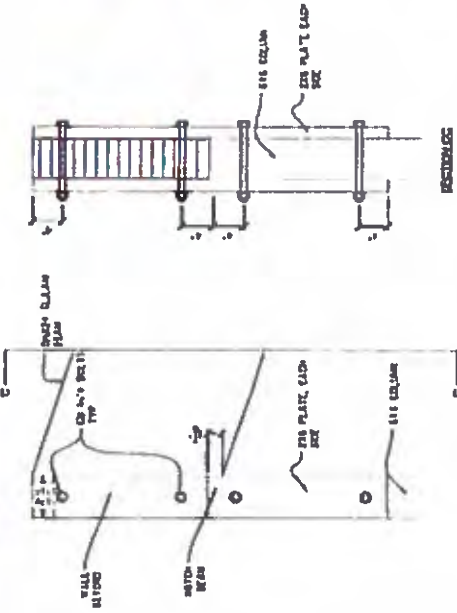
MELSON
 CONSULTING ENGINEERS
 108 WILSON BLVD
 ANCHORAGE, ALASKA 99501
 TEL: (907) 563-3888
 MELSON@MELSONENGINEERS.COM

SNAUG HARBOR BEARINGS
 WAREHOUSE & HOMER SPIRIT
 HOMER, ALASKA
 DRAWING DETAILS

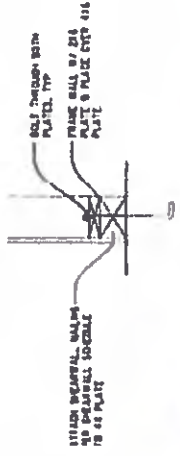
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 CHECKED BY: NLA
 DATE: 01/20/13
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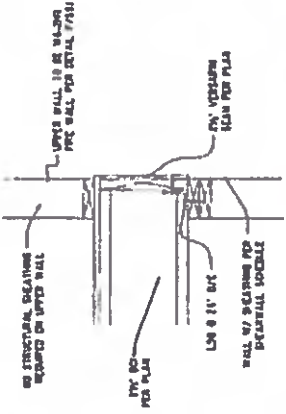
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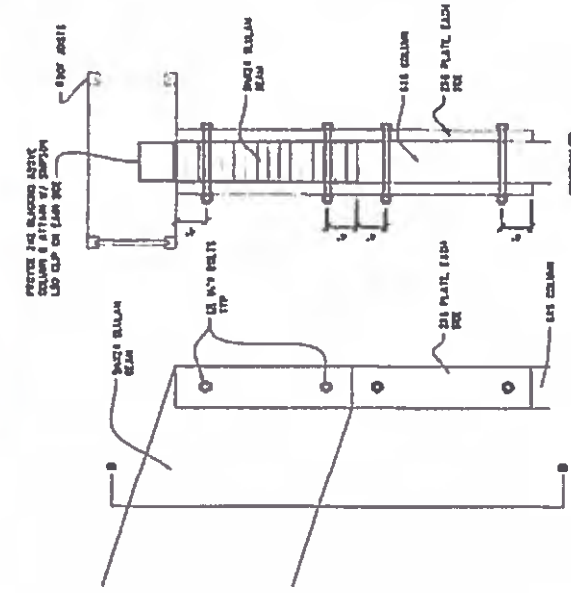
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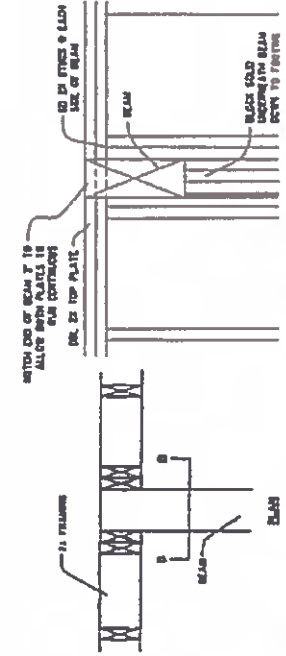
H 4X BOTTOM PLATE DETAIL
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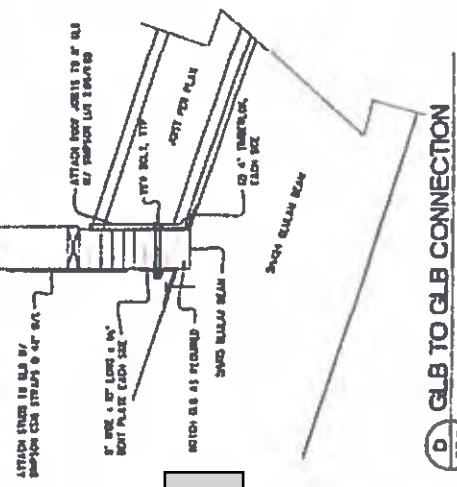
B INT. FLOOR BEARING DETAIL
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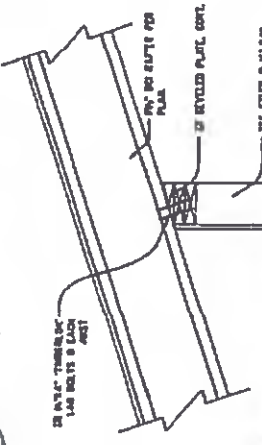
E GLB TO COL BEARING DETAIL
 SCALE: 1/2" = 1'-0"



A TYP. POCKET BEAM DETAIL
 SCALE: 1/2" = 1'-0"



D GLB TO GLB CONNECTION
 SCALE: 1/2" = 1'-0"



G JOIST BEARING ON RIDGE
 SCALE: 1/2" = 1'-0"

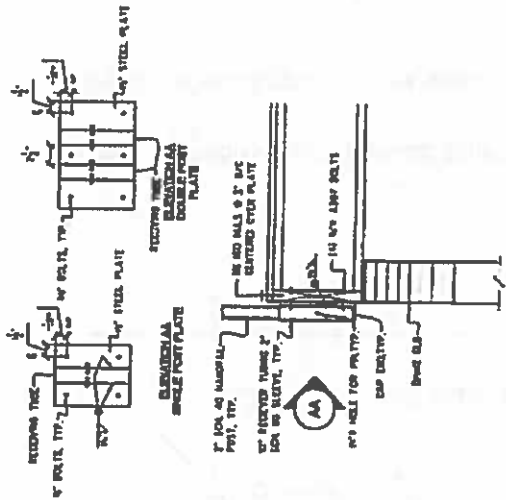
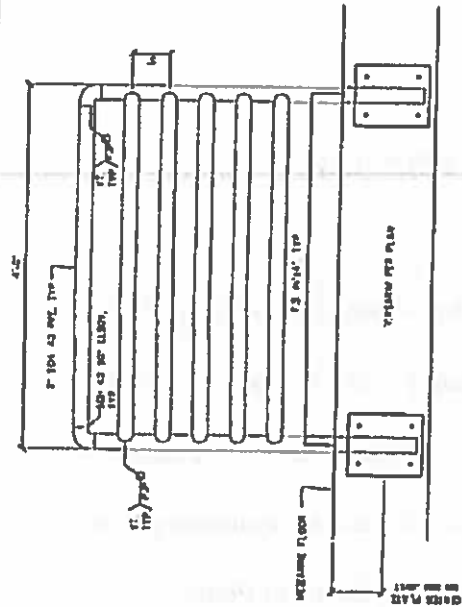


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 CHECKED BY: _____
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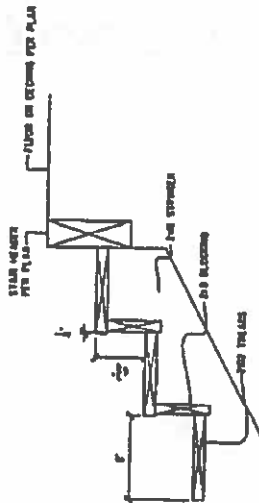
CONSULTING ENGINEERS
STRUCTURAL/CIVIL
 1800 W. 11th St.
 Anchorage, Alaska 99501
 TEL: 907.562.8800
 FAX: 907.562.8801
 NELSON@ALASKA.NET

BAVO HARBOR SEAFOODS
WAREHOUSE @ HOMER SPIT
HOMER, ALASKA
 DETAILS

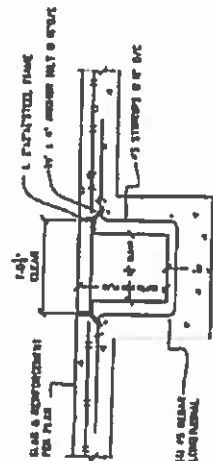
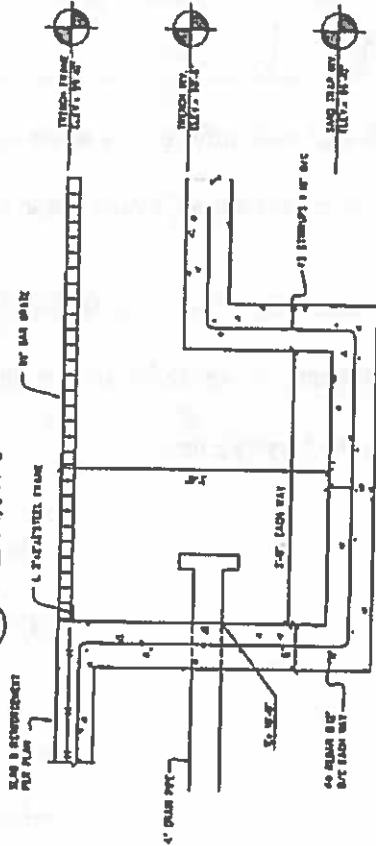
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 DRAWN BY: JSM
 CHECKED BY: JSM
 DATE: 8/28/13
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 SHEET NO: 553
 TOTAL SHEETS: 15



A TYPICAL STAIR DETAIL
 SCALE: 1/2"=1'-0"



B REMOVABLE GUARDRAIL
 SCALE: 1/2"=1'-0"



C TRENCH DRAIN DETAIL
 SCALE: 1/2"=1'-0"

D SAND TRAP DETAIL
 SCALE: 1/2"=1'-0"

△ FULL SHEET REVISION

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 Copper River Seafoods Inc. ("Tenant") insurance policies from Tenant's broker and/or insurer, Marsh + McClellan. 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:

5/15/19

COPPER RIVER SEAFOODS INC.

By:

Martin Weiser

Printed Name:

Martin Weiser

Title:

Chief Development Officer

2nd AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into effect as of _____, 2022 between the City of Homer, an Alaska municipal corporation (“Landlord”) whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Copper River Seafoods Inc., an Alaskan business corporation (“Tenant”), whose address is 1118 E. 5th Ave. Anchorage , Alaska 99501 , and amends the Ground Lease Agreement (“Lease”) entered into between Copper River Seafoods Inc., and the City of Homer, dated March 1 2019 and recorded by the Kenai Peninsula Borough’s recorder’s office on May 20 2019, Number 2019-001382-0, Homer Recording District 309, Alaska.

Landlord and Tenant agree as follows:

- “Exhibit E – Site Plans” shall be amended and replaced by “Exhibit E – Site Plans dated April 1 2022” included as pages 2-3 of this amendment.
- “Exhibit F – Floor Plans” shall be amended and replaced by “Exhibit F – Site Plans dated April 1 2022” included as pages 4-14 of this amendment.

EXHIBIT E
SITE PLANS dated APRIL 1 2022
(Section 6.02)

Clarification Notes on Copper River Seafoods Site plan “Homer Concept” page:

- Each of the portable buildings is 8’x27’, 216 sq. ft.(each)
- The “Break Room” on the Homer Concept page is the same as the “Bunk Room” in Exhibit F floor plans
- The bait freezer is an 8’x40’ refrigerated container, 320 sq. ft.
- The “office” building is identical in shape and size to the other two shown in Exhibit F floor plans. The existing containerized office will be removed from the site and replaced with the portable building.

Fish Dock Road

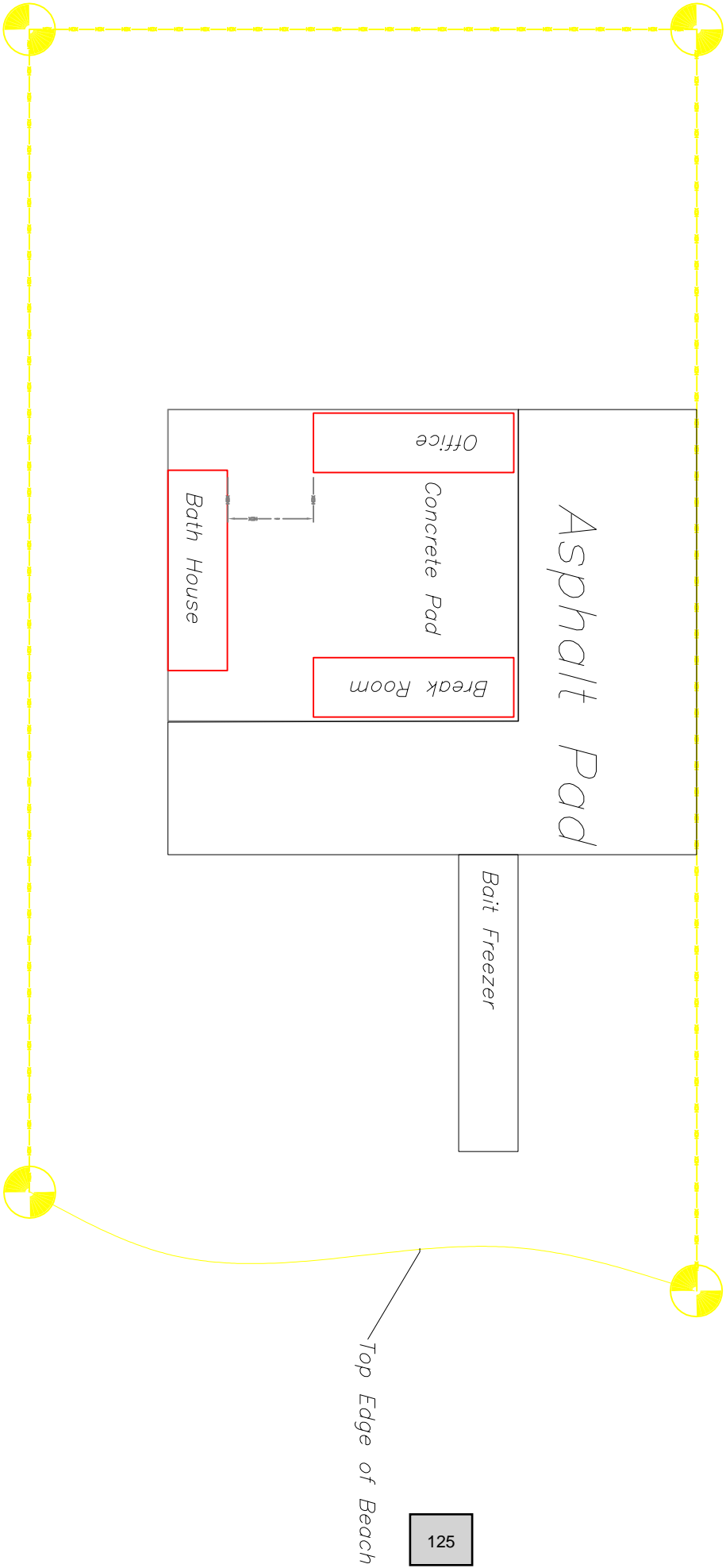


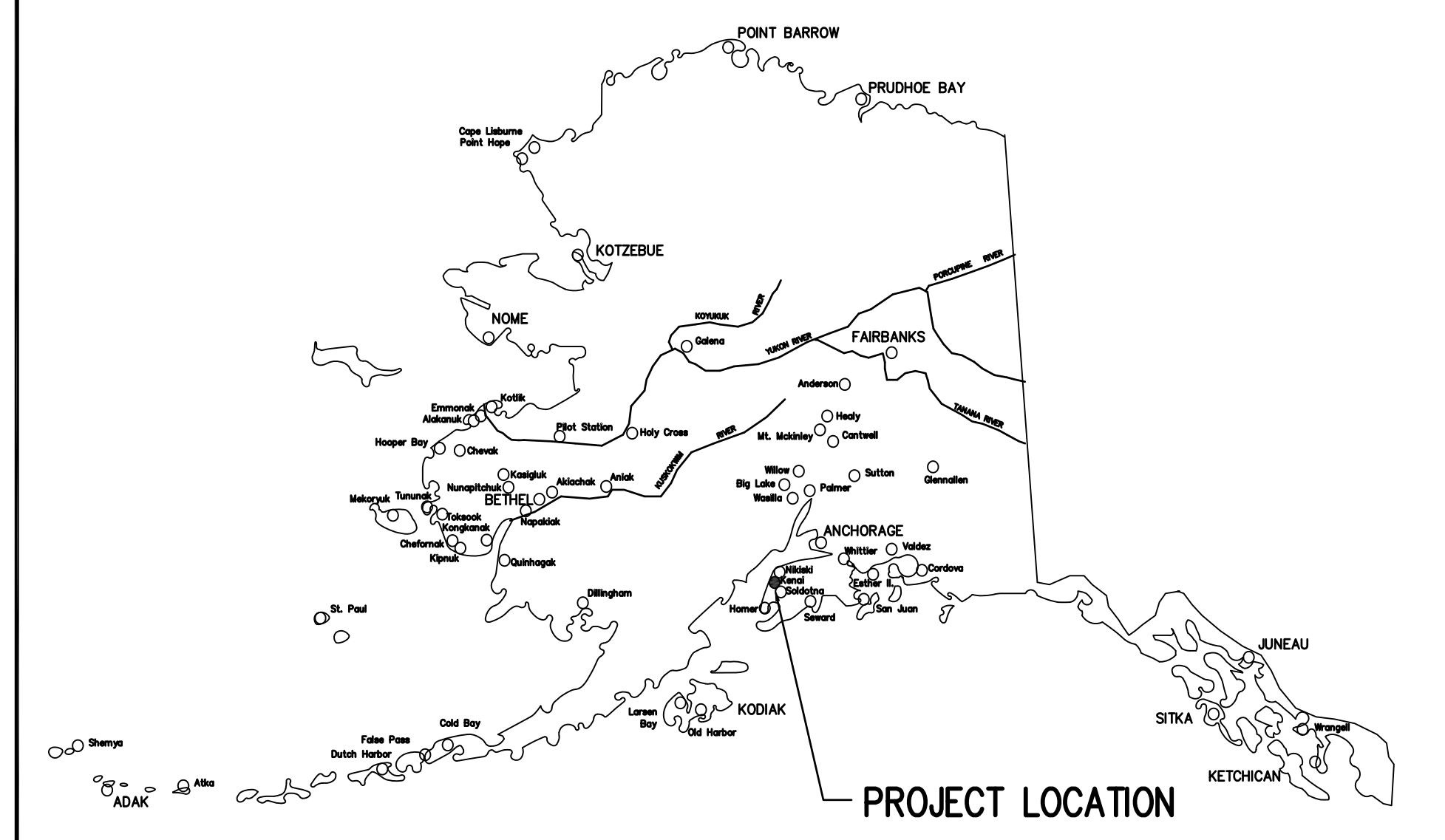
EXHIBIT F
FLOOR PLANS dated APRIL 1 2022
(Section 6.02)

Drawing File: W:\2013\13004.02 CRS Seasonal Workforce Housing Kenai.dwg (1.01 13004.02.dwg) Plot Date: Jun 05, 2013 - 12:12pm

ABBREVIATIONS

&	AND	FLUOR	FLUORESCENT	PARA	PARALLEL
∠	ANGLE	F.O.B.	FACE OF BLOCK	PART	PARTITION
⊙	AT	F.O.F.	FACE OF FINISH	PERF	PERFORATED
⊖	CENTERLINE	F.O.S.	FACE OF STUD	PERM	PERMANENT
Ø	DIAMETER OR ROUND	F.O. (Conc. etc.)	FACE OF (Conc. etc.)	PERP	PERPENDICULAR
#	POUND OR NUMBER	FRFP	FIREPROOFING	P.I.C.	PRECAST INSULATED CONC.
AC	ASPHALTIC CONCRETE	FRT	FIRE-RETARDENT TREATED	PL	PLATE
ACT	ACoustical CEILING TILE	FT	FOOT OR FEET	P.LAM	PLASTIC LAMINATE
		FTG	FOOTING	PLASTER	PLASTER
		FURR	FURRING	PLYWD	PLYWOOD
		FUT	FUTURE	PR	PAIR
				PREFAB	PREFABRICATED
ACOUS	ACoustical	GA	GAUGE	PROJ	PROJECT
ADD	ADDITION	GAL	GALLON	PT	POINT
ALT	ALTERNATE	GALV	GALVANIZED	PTD	PAPER TOWEL DISPENSER
ALUM	ALUMINUM	G.B.	GYP BAR		
APPROX	APPROXIMATE	G.I.	GALVANIZED IRON		
ARCH	ARCHITECTURAL	GL	GLASS	R	RISER OR RADIUS
ASPH	ASPHALT	GWB	GYP SUM WALL BOARD	R.D.	ROOF DRAIN
AVG	AVERAGE	GYP.	GYP SUM	REF	REFERENCE
				REFR	REFRIGERATOR
BD	BOARD	H.B.	HOSE BIB	REINF	REINFORCING
BLDG	BUILDING	H.C.	HOLLOW CORE	REQ	REQUIRED
BLKG	BLOCKING	HDWD	HARDWOOD	R.H.	RIGHT HAND
BM	BENCH MARK	HDWR	HARDWARE	R.L.	RAIN LEADER
B.O.	BOTTOM OF	H.M.	HOLLOW METAL	RM	ROOM
B.S.	BOTH SIDES	H.M.F.	HOLLOW METAL FRAME	R.O.	ROUGH OPENING
BTU	BRITISH THERMAL UNIT	HORIZ	HORIZONTAL	R.O.W.	RIGHT OF WAY
BUR	BUILT-UP ROOF	H.P.	HIGH POINT	S	SOUTH
		HR	HOUR	SAN	SANITARY
		HT	HEIGHT	S.C.	SOLID CORE
		HW	HOT WATER	SCHED	SCHEDULE
		HWY	HIGHWAY	SECT	SECTION
				SHT	SHEET
C.B.	CATCH BASIN	I.D.	INSIDE DIAMETER	SIM	SIMILAR
CEM	CEMENT	(") OR IN	INCHES	SND	SANITARY NAPKIN DISPENSER
C.I.	CAST IRON	INSUL	INSULATION	SPEC	SPECIFICATIONS
CIRC	CIRCULAR	INT	INTERIOR	SQ	SQUARE
CLG	CEILING			S.S.	SANITARY SEWER
C.M.P.	CORRUGATED METAL PIPE	JAN	JANITOR	S.ST.	STAINLESS STEEL
CMU	CONCRETE MASONRY UNIT	JT	JOINT	STD	STANDARD
COL	COLUMN	KIT	KITCHEN	STL	STEEL
COMP	COMPOSITION			STOR	STORAGE
CONC	CONCRETE	LAB	LABORATORY	STRUCT	STRUCTURAL
CONSTR	CONSTRUCTION	LAM	LAMINATE OR LAMINATED	ST.S.	STRUCTURAL
CONT	CONTINUOUS	LAV	LAVATORY	SUSP	SUSPENDED
CORR	CORRIDOR	LH	LEFT HAND	SYM	SYMMETRICAL
C.R.	COLD ROLLED	LL	LIVE LOAD	TB	TACKBOARD
C.R.C.	COLD ROLLED CHANNEL	L.P.	LOW POINT	TEL	TELEPHONE
C.T.	CERAMIC TILE	MAT'L	MATERIAL	TERR.	TEMPORARY
CTR	CENTER	MAX	MAXIMUM	T&G	TONGUE AND GROOVE
		MECH	MECHANICAL	THRU	THROUGH
		MET	METAL	T.O.	TOP OF (eg CONCRETE)
		MFR	MANUFACTURER	T.O.S.	TOP OF STEEL
		MH	MANHOLE	TV	TELEVISION
		MIN	MINIMUM OR MINUTE	TYP	TYPICAL
		MISC	MISCELLANEOUS	UL	UNDERWRITERS LAB.
		M.O.	MASONRY OPENING	UNFIN	UNFINISHED
		MULL	MULLION	VCT	VINYL COMPOSITION TILE
		N	NORTH	VERT	VERTICAL
		NIC	NORTH NOT IN CONTRACT	VEST	VESTIBULE
		NO	NUMBER	VR	VAPOR RETARDER
		NOM	NOMINAL	W	WEST
		NTS	NOT TO SCALE	W/	WITH
				WC	WATER CLOSET
F.B.	FLAT BAR			WD	WOOD
F.D.	FLOOR DRAIN	O.C.	ON CENTER	W/O	WITHOUT
FDN	FOUNDATION	O.D.	OUTSIDE DIAMETER	WP	WATERPROOF
F.E.	FIRE EXTINGUISHER	OFF	OFFICE	WT	WEIGHT
F.E.C.	FIRE EXTINGUISHER CABINET	OH	OVERHEAD		
FIN	FINISH	OPNG	OPENING		
FF	FINISH FLOOR	OPP	OPPOSITE		

STATE MAP



VICINITY MAP



GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST RECENTLY ADOPTED EDITION OF THE 2009 INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, THE NATIONAL ELECTRICAL CODE, FIRE CODE, AND ALL OTHER LOCAL, CITY OF KENAI AND ALASKA STATE CODE, INTERNATIONAL MECHANICAL CODE, THE NATIONAL LOCAL AND ALASKA STATE CODE, THE INTERNATIONAL ELECTRICAL CODE, FIRE CODE, AND ALL OTHER LOCAL AND ALASKA STATE REQUIREMENTS AND AMENDMENTS.
- ALL DIMENSIONS ARE TO FACE OF FOUNDATION OR FACE OF STUDS UNLESS NOTED OTHERWISE
- ALL MATERIALS INDICATED SHALL BE NEW UNLESS SPECIFICALLY NOTED AS EXISTING.
- ALL DOORS TO BE OPERABLE FROM THE EXIT SIDE WITHOUT A KEY OR SPECIAL KNOWLEDGE. FINAL SELECTION OF HARDWARE BY OWNER. ALL HARDWARE TO BE ADA COMPLIANT.
- FINAL MECHANICAL AND ELECTRICAL DESIGN TO BE DESIGN-BUILD. INFORMATION SHOWN ON THESE DRAWINGS ARE FOR SCOPING PURPOSE ONLY. ALL ENGINEERING TO BE PER STATE OF ALASKA REQUIREMENTS.
- ALL FINAL FINISHES ARE TO BE SELECTED BY OWNER.

CODE INFORMATION

BUILDING CODE:	2009 INTERNATIONAL BUILDING CODE ADDRESSING EXISTING BUILDINGS INCLUDING ACCEPTED MODIFICATIONS BY CITY OF KENAI DATED 2-24-12	
OCCUPANCY GROUP:	R-2	IBC 304.1
CONSTRUCTION TYPE:	V-B TYPE V CONSTRUCTION ARE ANY MATERIALS PERMITTED BY CODE. NONE OF THE CONSTRUCTION IS FIRE PROTECTED	IBC TABLE 503 IBC TABLE 601
ACTUAL AREA:	230 GROSS S.F. PER UNIT	IBC TABLE 503
BASIC ALLOWABLE AREA/FLOOR:	R-2 7,000 2 STORIES	IBC TABLE 503
FIRE PROTECTION SYSTEM:	NONE	
OCCUPANCY LOAD:	CABINS TOTAL 230/200 = 1.0CC. TOTAL 1.0CC.	
EXIT WIDTHS (REQUIRED):	1 x .2 = .20"	
EXIT WIDTH (PROVIDED):	36"	
ELECTRICAL WORK REQUIRED TO COMPLETE EXIT SYSTEMS INCLUDING EXIT SIGNS AND ALARMS ARE BEING SUBMITTED SEPARATELY.		
ACCESSIBILITY:	IBC 3411 REQUIRES COMPLIANCE WITH IBC CHAPTER 11, UNLESS IT IS "PRACTICALLY INFEASIBLE". THE OWNER TAKES RESPONSIBILITY FOR ANY ACCUSATIONS OF DISCRIMINATION TOWARDS DISABILITY AND INTENDS TO COMPLY TO THE AMERICANS WITH DISABILITIES ACT TO ACCOMMODATE ANY DISABLED EMPLOYEES.	

Architects Alaska.
Architects Alaska, Inc.
architectsalaska.com
900 W. 5th Ave. Suite 403
Anchorage, Alaska 99501-2029
907.272.3567 • 907.277.1732 fax
191 E. Swanson Ave. Suite 203
Wasilla, Alaska 99654-7025
907.373.7503 • 907.376.3166 fax



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

DRAWING CONVENTIONS

<p>NORTH ARROW TRUE NORTH</p>	<p>GRID LINES ALPHA GRIDS RUN VERTICALLY GRID LINES NUMERIC GRIDS RUN HORIZONTALLY</p>	<p>BUILDING/WALL SECTION SECTION NO. SHEET NUMBER CATEGORY</p>	<p>DETAIL DETAIL NO. SHEET NUMBER CATEGORY</p>	<p>ELEVATION ELEVATION NO. SHEET NUMBER CATEGORY</p>	<p>PARTITION TYPE REFER TO PARTITION TYPES ON THIS SHEET FOR DESCRIPTION</p>
<p>WINDOW TYPE REFER TO WINDOW TYPES SCHEDULE CAT. 6.0</p>	<p>DOOR NUMBER DOOR # BY ROOM ROOM NUMBER DOOR SWINGS INTO</p>	<p>VERTICAL CONTROL POINT T.O. WALL ELEV. 10'-0"</p>	<p>ROOM INDICATOR ROOM NAME ROOM NUMBER</p>	<p>REVISIONS REVISION NUMBER</p>	<p>MATCHLINE SHADED SIDE OF THE MATCHLINE IS SIDE UNDER CONSIDERATION</p>

DRAWINGS INDEX

CAT SHEET	TITLE
G 1.01	ABBREVIATIONS, DRAWING INDEX, LOCATION MAP, GENERAL NOTES & DRAWING CONVENTIONS, CODE INFORMATION
G 1.02	PROPOSED SITE PLAN AND CABIN LAYOUT
A 1.01	TYPICAL CABIN FLOOR PLAN, SECTION, & ELEVATIONS
A 1.02	BATHHOUSE BUILDING FLOOR PLAN, SECTION AND ELEVATIONS
S 1.0	GENERAL STRUCTURAL NOTES
S 1.1	TYPICAL STRUCTURAL DETAILS
S 1.2	SCHEDULES & INTERPRETATION OF DRAWINGS
S 2.0	SKID FRAMING PLAN
S 3.0	FRAMING DETAILS
E 0.01	ELECTRICAL LEGEND & SPECIFICATIONS
E 1.01	ELECTRICAL SITE PLAN
E 1.02	FLOOR PLAN, ELECTRICAL & LIGHTING, ONE LINE

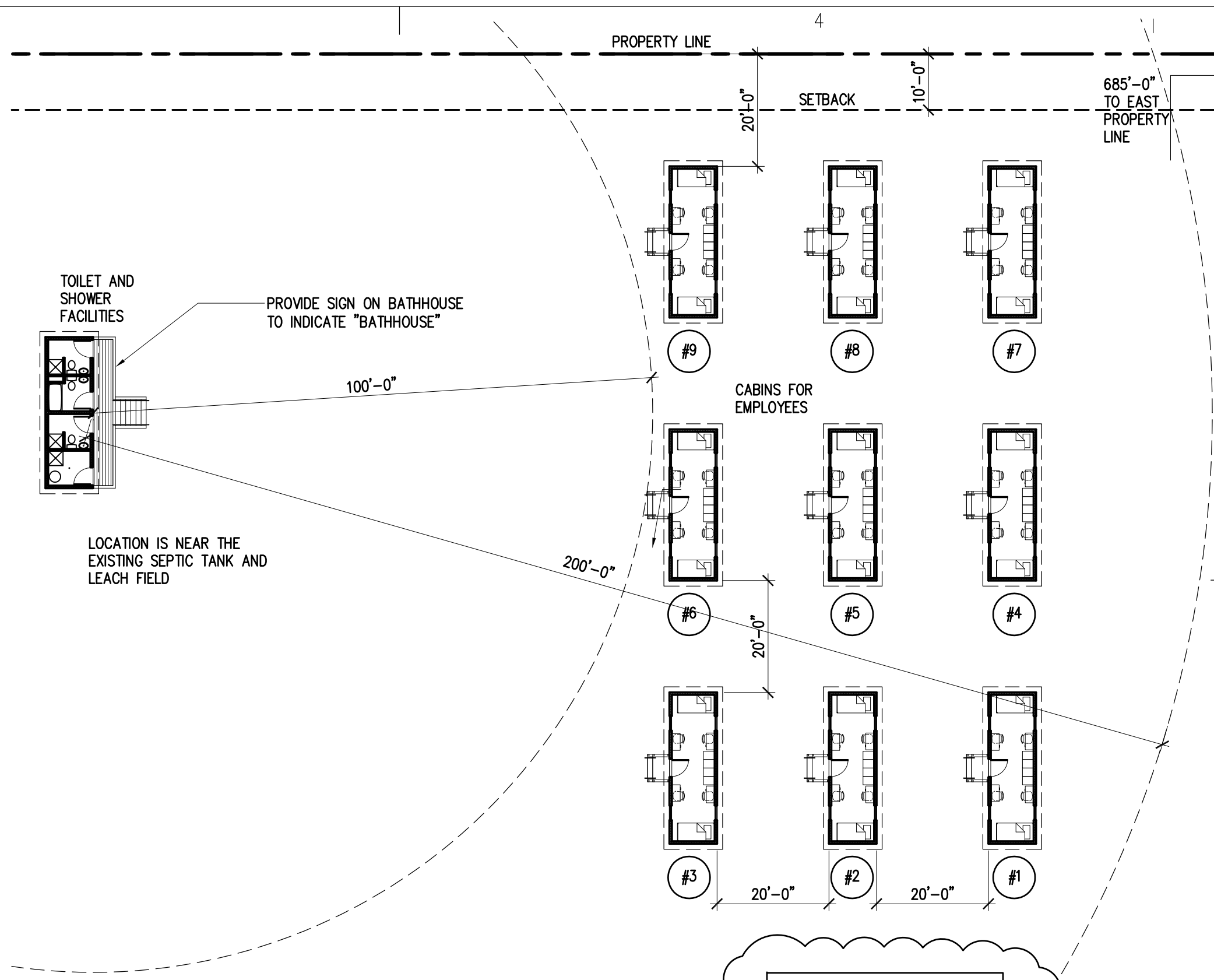
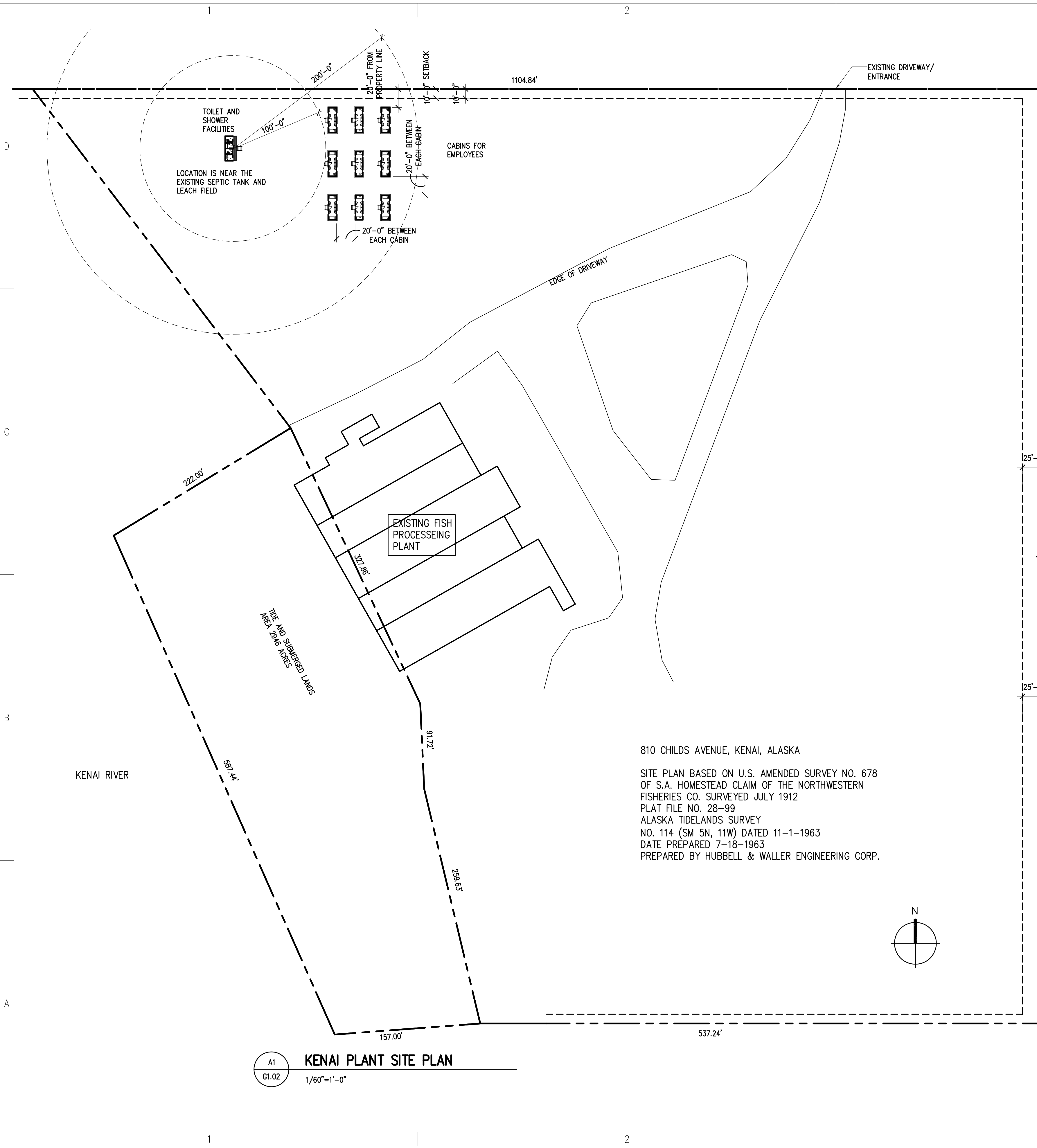
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2	CONTRACTOR MODS	6/4/13

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ABBREVIATIONS
DRAWING CONVENTIONS
DRAWINGS INDEX

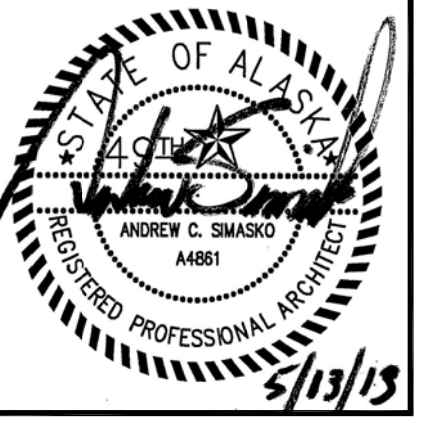
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- NOTES:**
1. ALL CABINS MUST BE AT LEAST 20'-0" APART.
 2. THE CABINS ARE NOT ALLOWED TO BE CLOSER THAN 100'-0" TO TOILETS.
 3. THE CABINS ARE NOT ALLOWED MORE THAN 200'-0" FROM TOILETS.

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 191 E. Swanson Ave. Suite 203
 Wasilla, Alaska 99654-7025
 907.373.7503 • 907.376.3166 fax



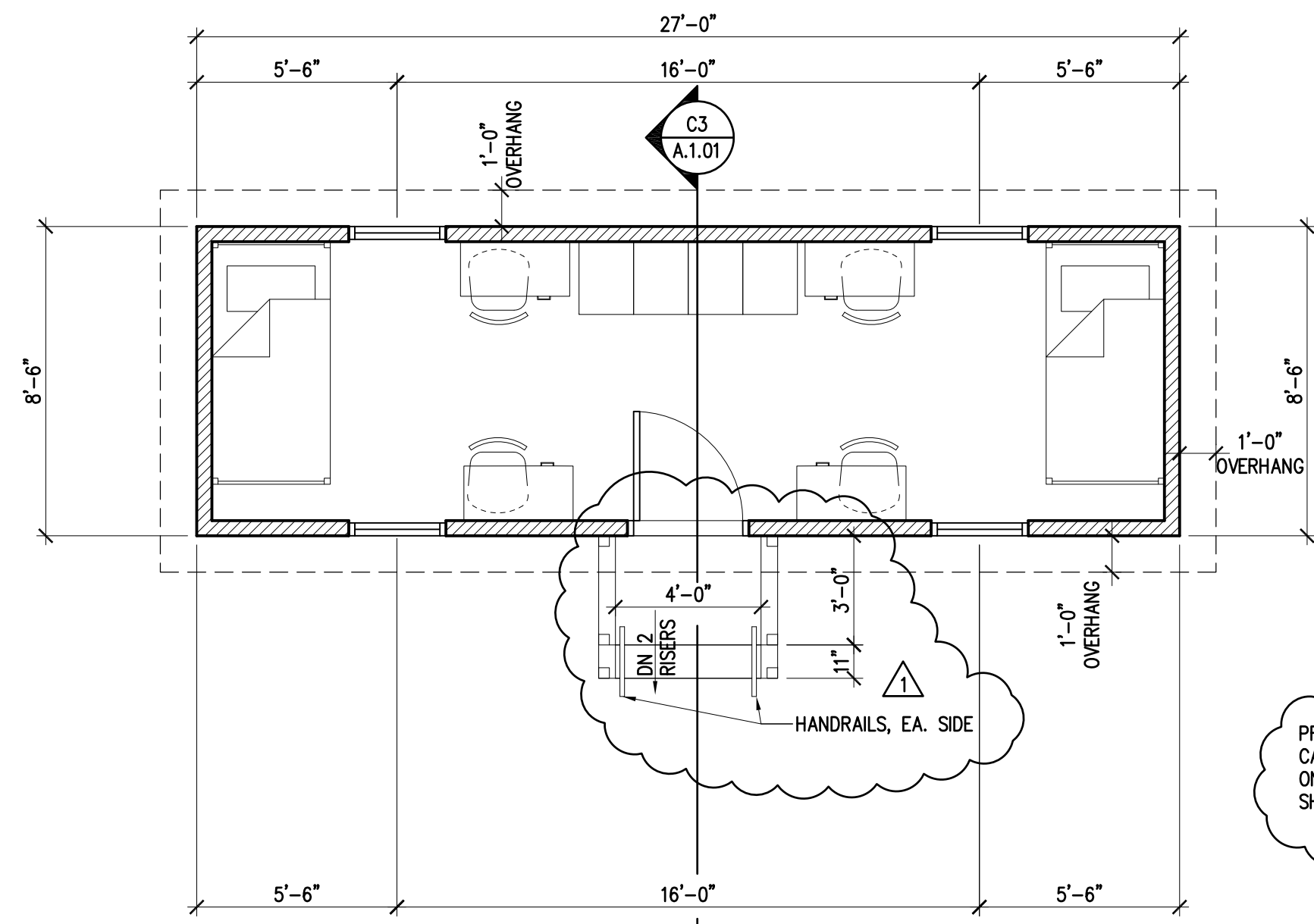
CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
△	CONTRACTOR MODS	6/3/13
△	CONTRACTOR MODS	6/4/13

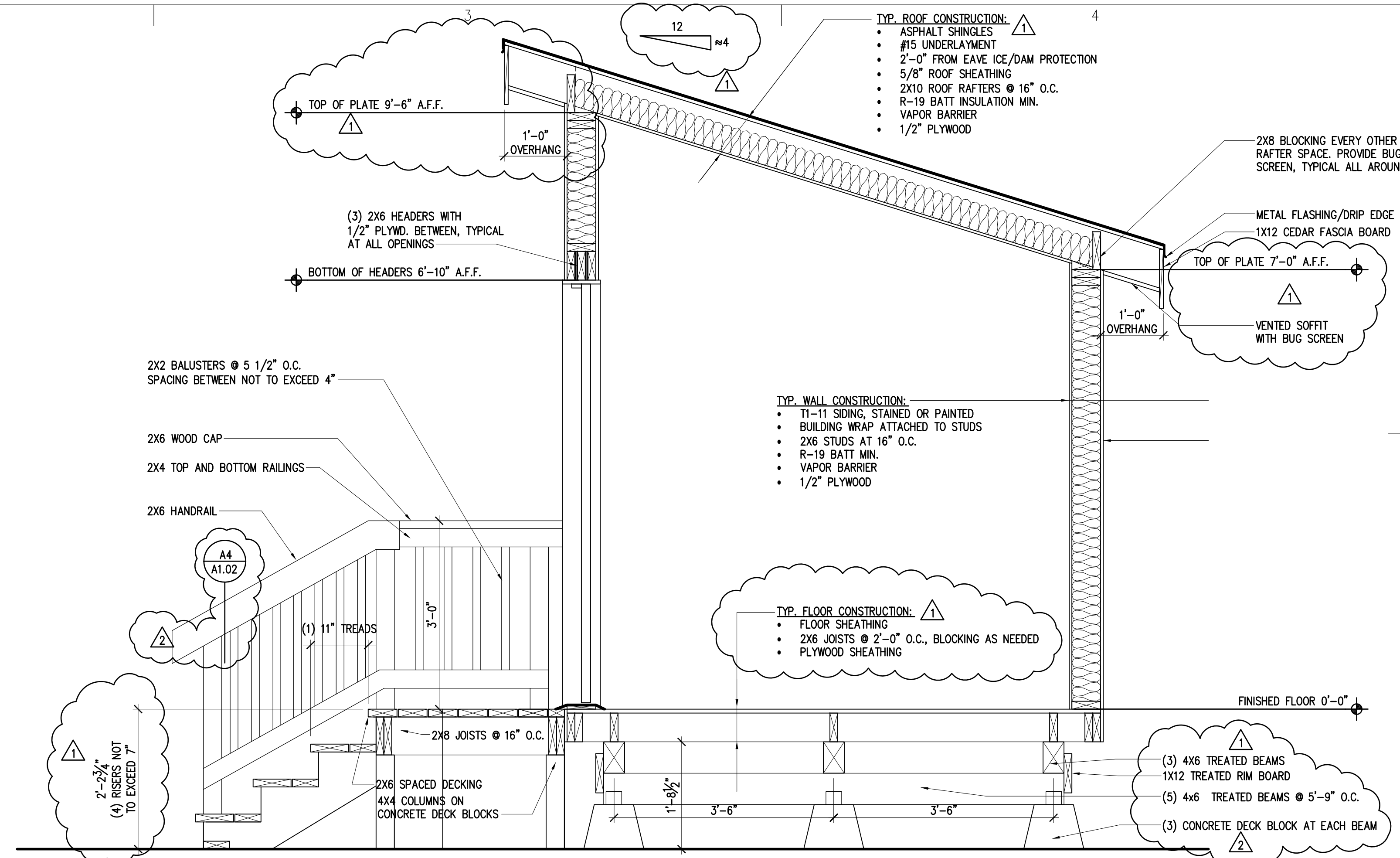
Drawn by AML	Date 5/13/13
Checked ACS	Job No. 13004.02

Sheet Contents
 SITE PLAN WITH
 LOCATIONS OF EMPLOYEE
 CABINS

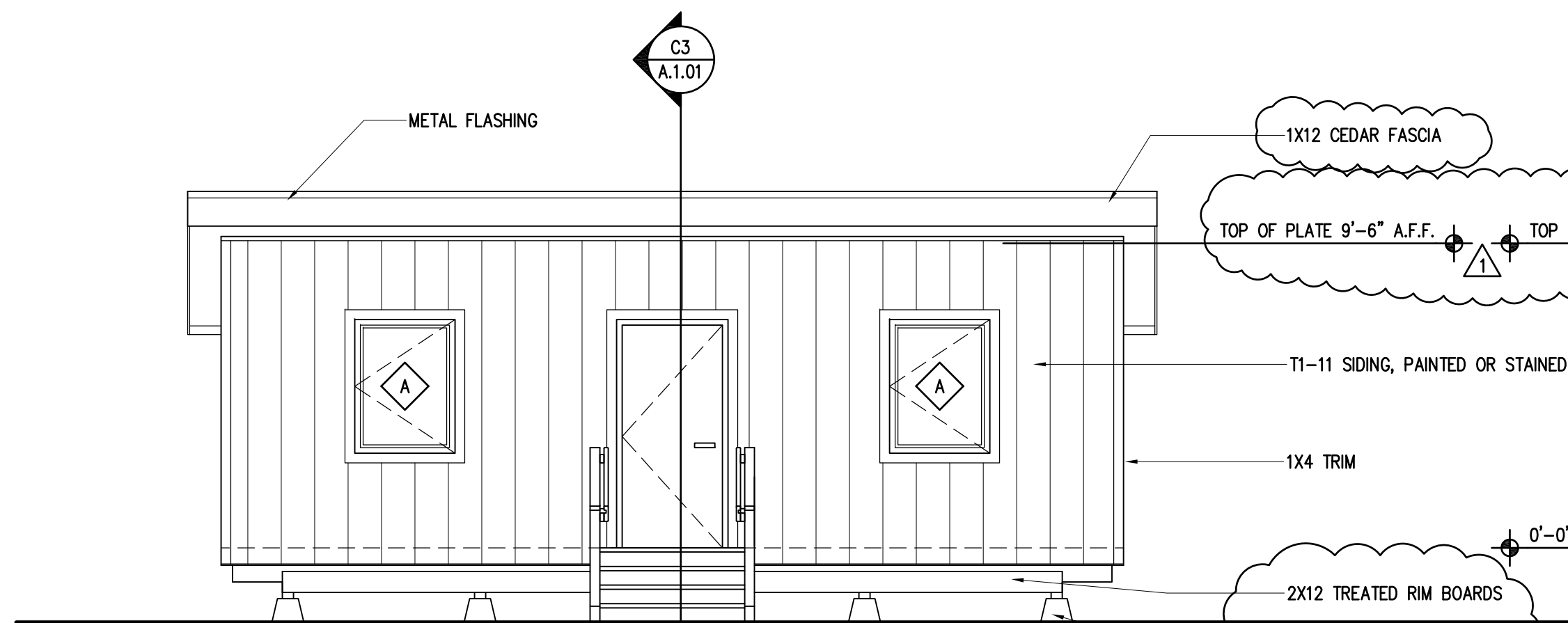
Category G	Sheet No. 1.02
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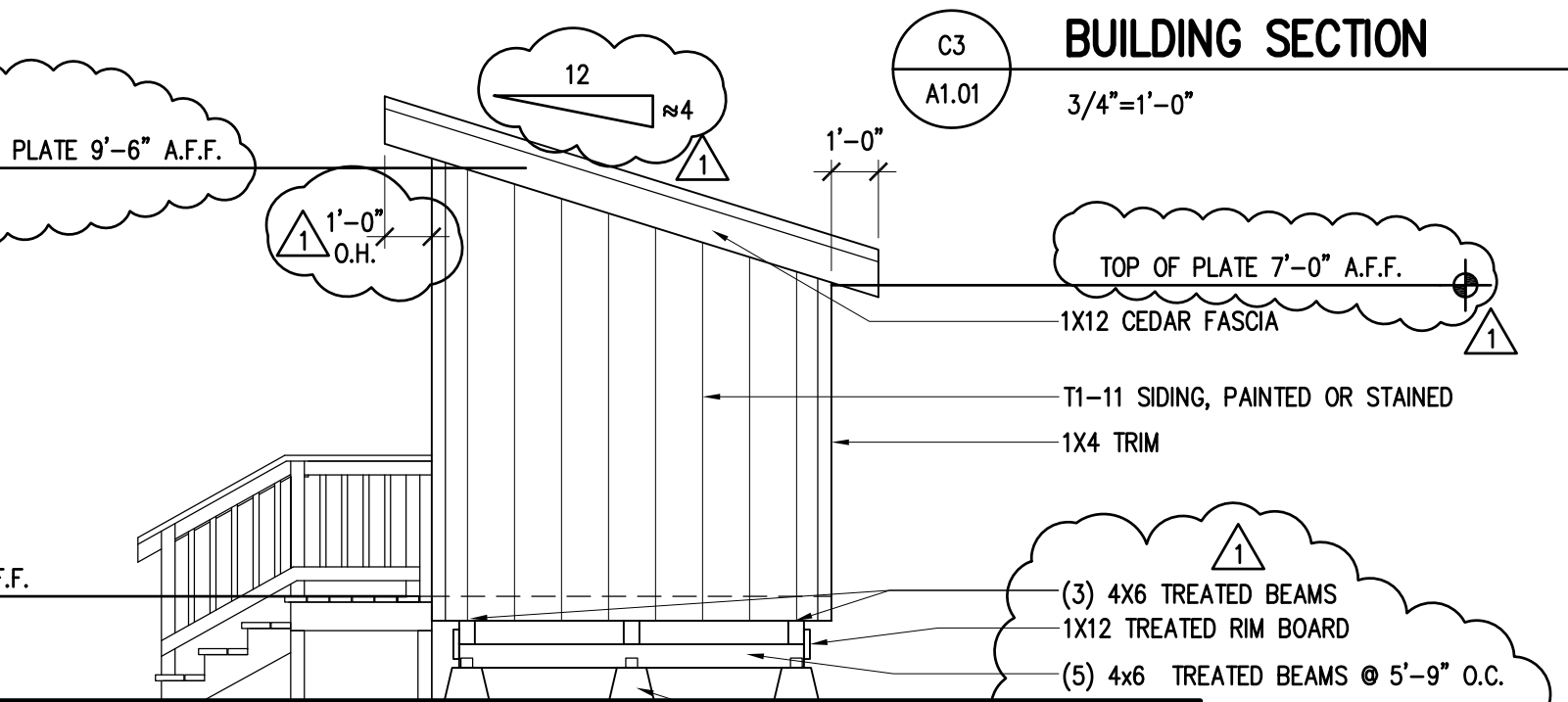
FLOOR PLAN 230 S.F. GROSS / 200.6 S.F. NET
1/4"=1'-0"



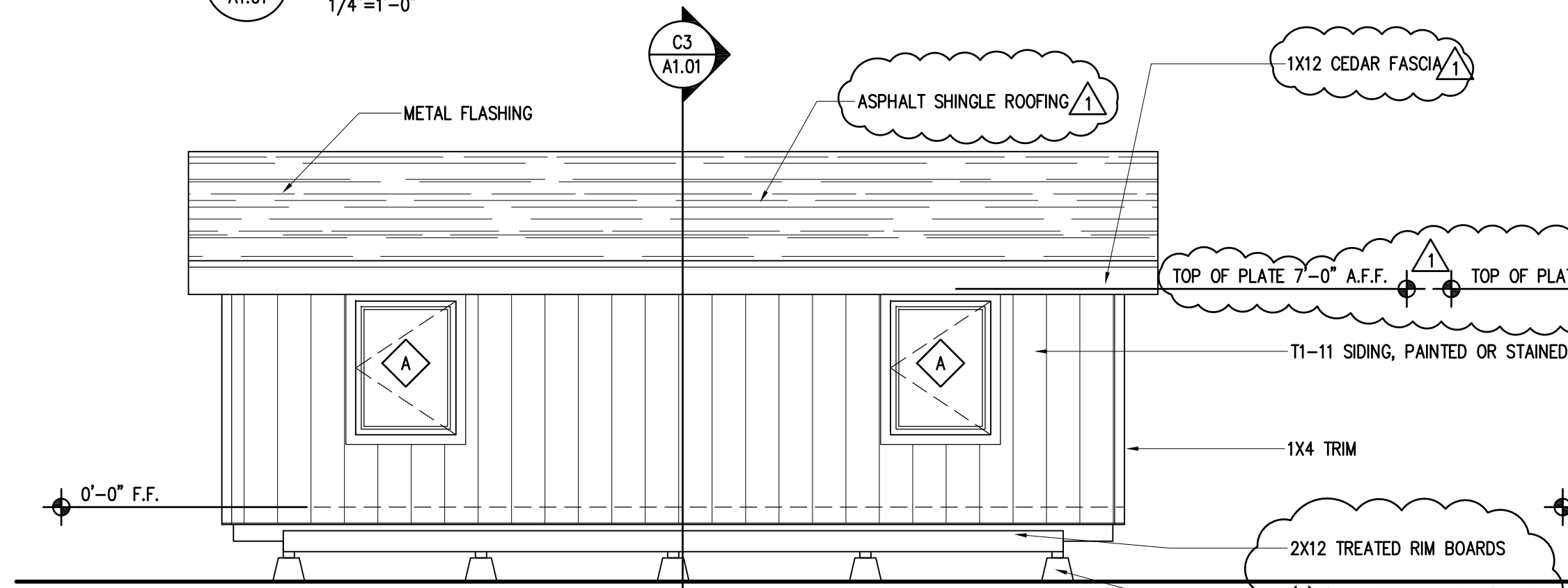
BUILDING SECTION
3/4"=1'-0"



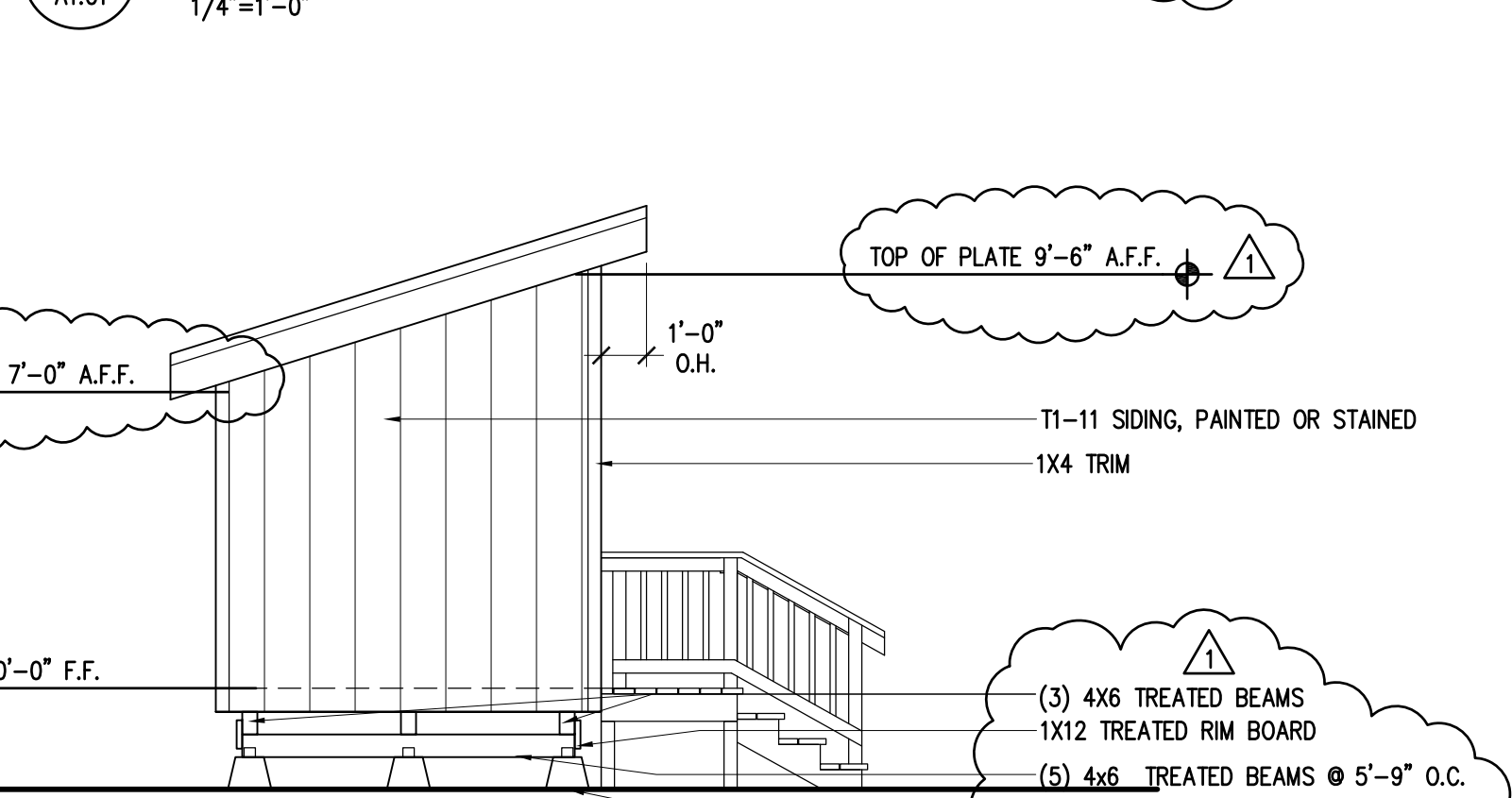
FRONT ELEVATION
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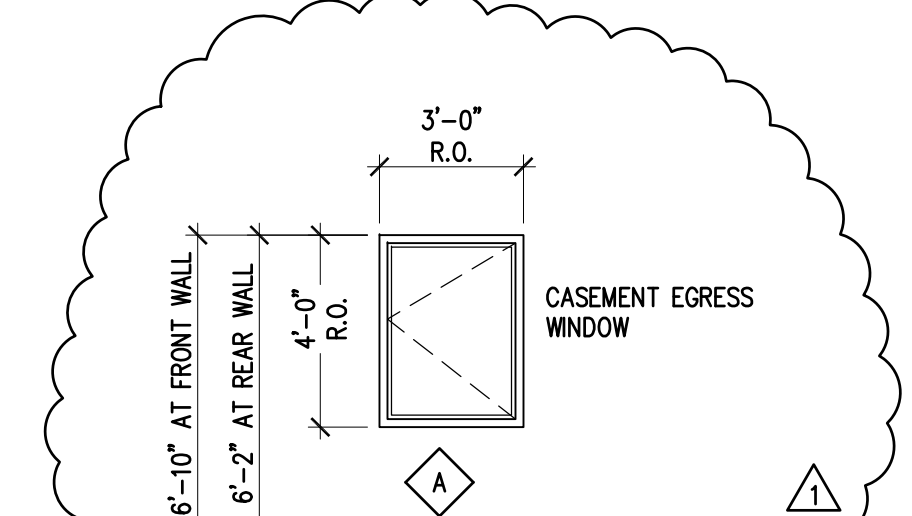
RIGHT SIDE ELEVATION
1/4"=1'-0"



REAR ELEVATION
1/4"=1'-0"



LEFT SIDE ELEVATION
1/4"=1'-0"



WINDOW SCHEDULE
1/4"=1'-0"

- GENERAL NOTES:**
- THE SCOPE OF WORK INCLUDES 9 IDENTICAL CABINS AND A BATH HOUSE. THIS DRAWING REPRESENTS A TYPICAL CABIN.
 - ALL SURFACE ARE FINISHED WITH 1/2" PLYWOOD, IT IS TO MEET ALL THE REQUIREMENTS FOR A CLASS C FINISH FLAME SPREAD OF 76-200 AND SMOKE DEVELOPED INDEX OF 0-450.
 - R-19 BATT INSULATION IN WALLS, FLOORS AND CEILINGS, TYP.
 - ALL WINDOWS ARE DOUBLE PANE VINYL WINDOWS.
 - USE CEDAR OR PRESSURE TREATED LUMBER TO CONSTRUCT ALL STAIRS.
 - DECK, STAIRS, AND RAILINGS TO BE CONSTRUCTED OF CEDAR, OR PRETREATED WOOD.
 - PROVIDE BUG SCREENS FOR ALL WINDOWS. PROVIDE A SCREEN DOOR FOR THE DOOR.



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

No.	Description	Date
1	CONTRACTOR MODS	6/3/13
2	CONTRACTOR MODS	6/4/13

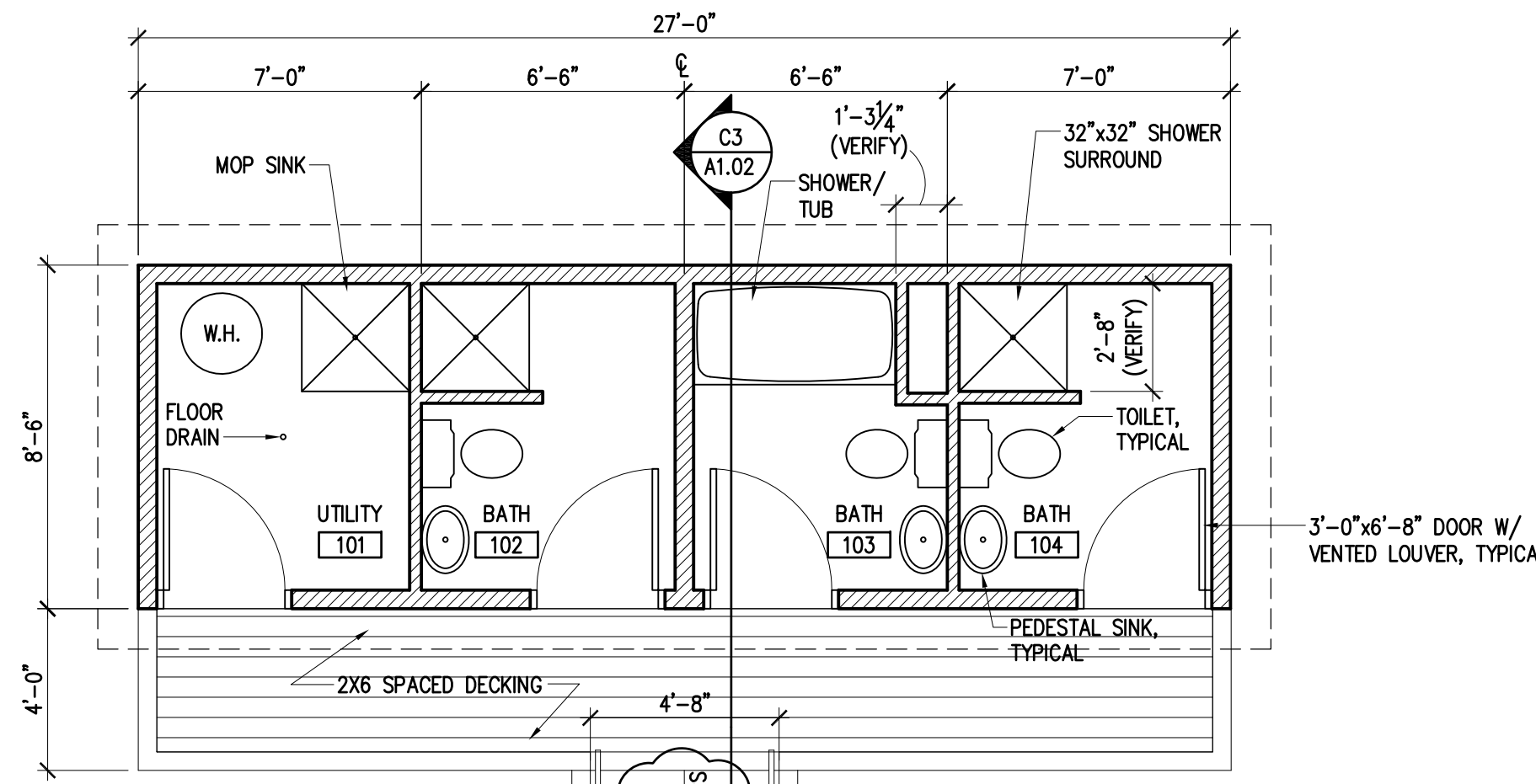
Drawn by	Date
AML	5/13/13
Checked	Job No.
JMC	13004.02

Sheet Contents
CABIN FLOOR PLAN,
ELEVS, SECTIONS & DETAILS

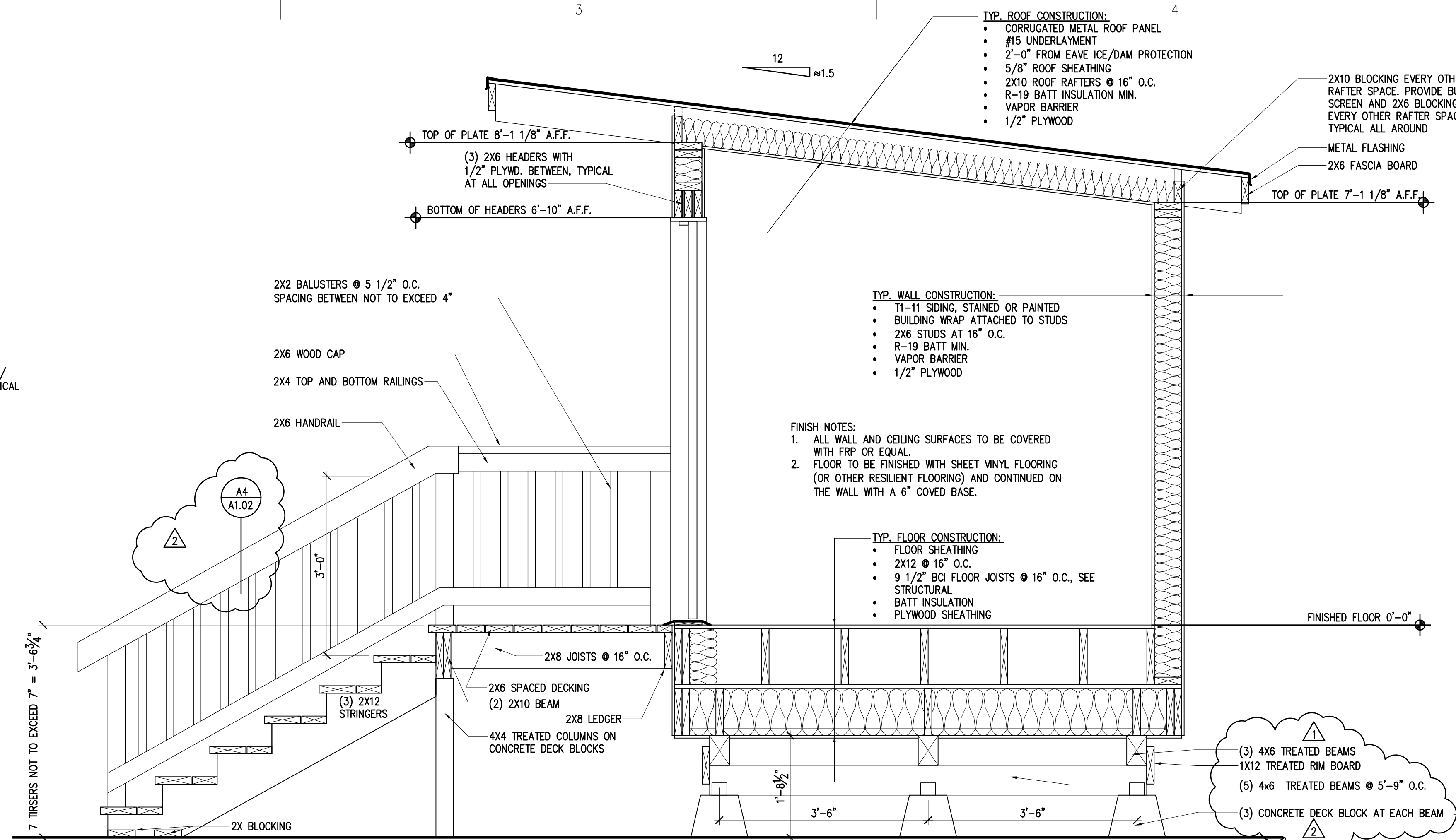
Category	Sheet No.
A	1.01

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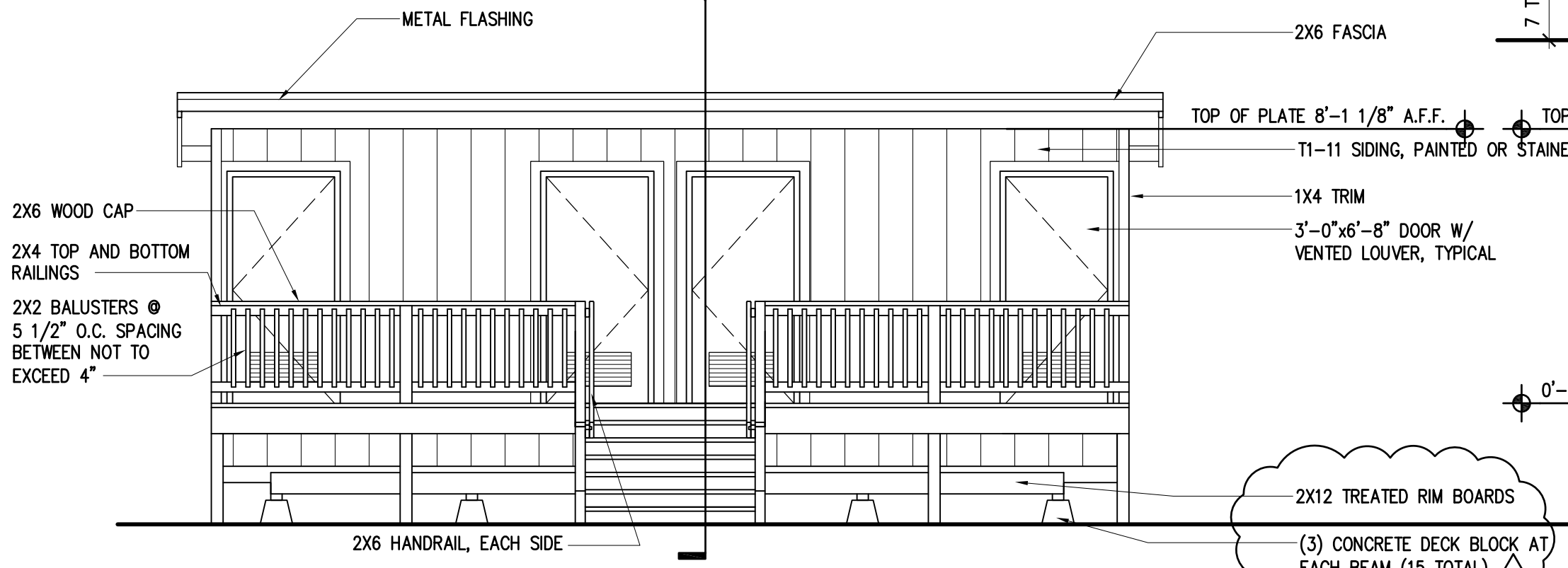
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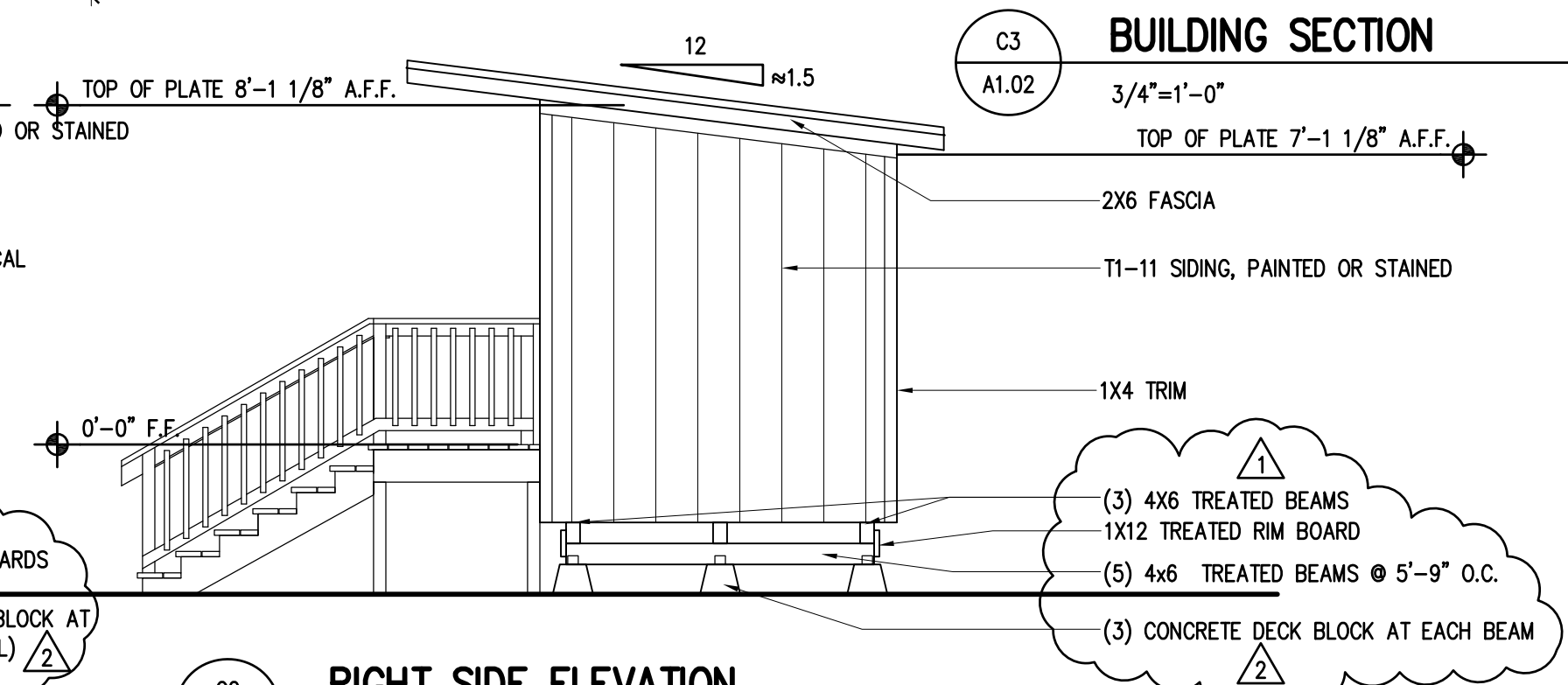
C1 BATH HOUSE FLOOR PLAN 230 S.F. GROSS / 200.6 S.F. NET
 1/4"=1'-0"



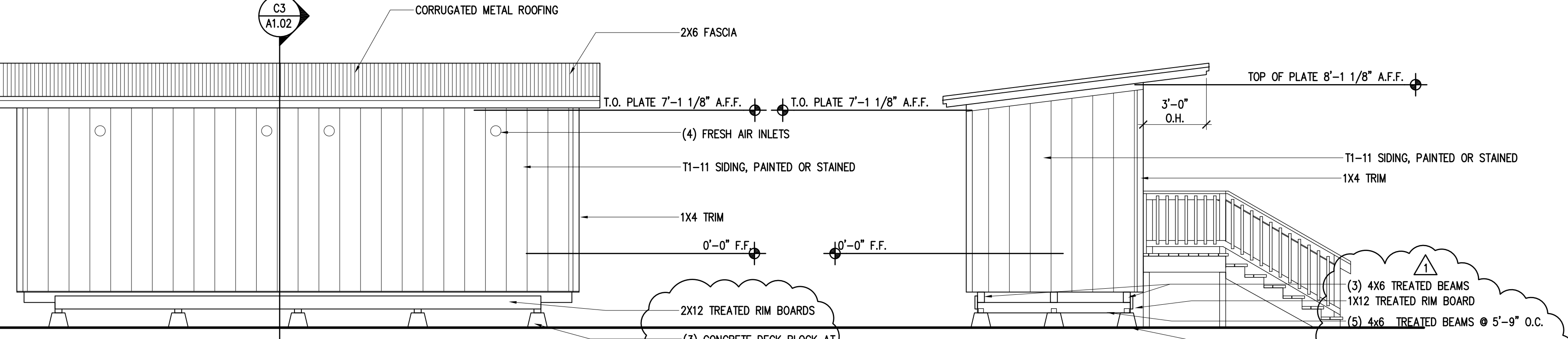
BUILDING SECTION
 3/4"=1'-0"



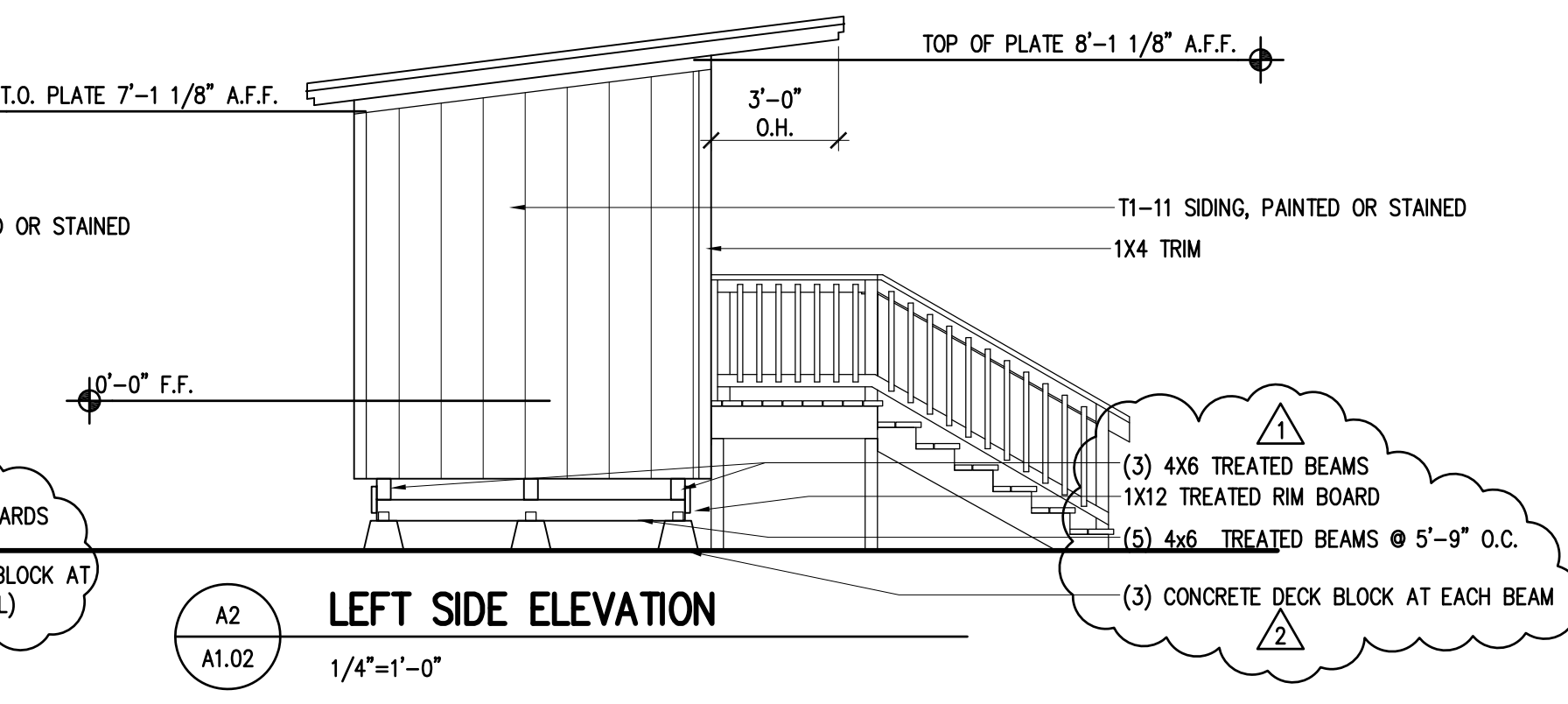
B1 FRONT ELEVATION
 1/4"=1'-0"



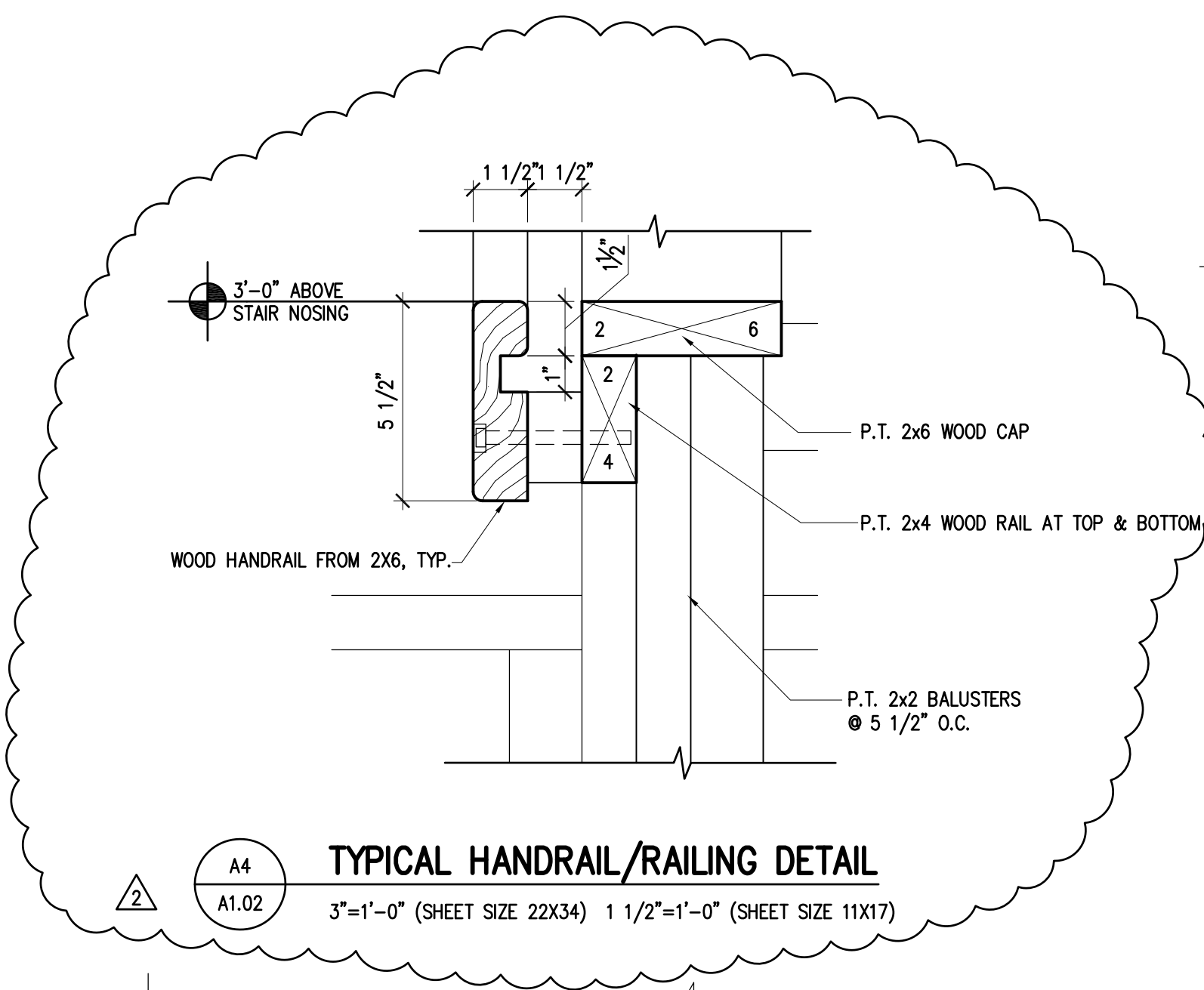
C2 RIGHT SIDE ELEVATION
 1/4"=1'-0"



A1 REAR ELEVATION
 1/4"=1'-0"



A2 LEFT SIDE ELEVATION
 1/4"=1'-0"



A4 TYPICAL HANDRAIL/RAILING DETAIL
 3"=1'-0" (SHEET SIZE 22X34) 1 1/2"=1'-0" (SHEET SIZE 11X17)

- TYP. ROOF CONSTRUCTION:**
- CORRUGATED METAL ROOF PANEL
 - #15 UNDERLAYMENT
 - 2'-0" FROM EAVE ICE/DAM PROTECTION
 - 5/8" ROOF SHEATHING
 - 2X10 ROOF RAFTERS @ 16" O.C.
 - R-19 BATT INSULATION MIN.
 - VAPOR BARRIER
 - 1/2" PLYWOOD

- TYP. WALL CONSTRUCTION:**
- T1-11 SIDING, STAINED OR PAINTED
 - BUILDING WRAP ATTACHED TO STUDS
 - 2X6 STUDS AT 16" O.C.
 - R-19 BATT MIN.
 - VAPOR BARRIER
 - 1/2" PLYWOOD

- FINISH NOTES:**
1. ALL WALL AND CEILING SURFACES TO BE COVERED WITH FRP OR EQUAL
 2. FLOOR TO BE FINISHED WITH SHEET VINYL FLOORING (OR OTHER RESILIENT FLOORING) AND CONTINUED ON THE WALL WITH A 6" COVED BASE.

- TYP. FLOOR CONSTRUCTION:**
- FLOOR SHEATHING
 - 2X12 @ 16" O.C.
 - 9 1/2" BCI FLOOR JOISTS @ 16" O.C., SEE STRUCTURAL
 - BATT INSULATION
 - PLYWOOD SHEATHING



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**CRS KENAI BATH HOUSE AND
 EMPLOYEE CABINS**
 810 CHILDS AVE., KENAI, ALASKA

No.	Description	Date
1	CONTRACTOR MODS	6/3/13
2	CONTRACTOR MODS	6/4/13

Drawn by	Date
AML	5/13/13

Checked	Job No.
JMC	13004.02

Sheet Contents
 FLOOR PLAN, ELEVATIONS,
 SECTIONS & DETAILS

Category	Sheet No.
A	1.02

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PLOT DATE: 5/28/2013 1:07 PM

GENERAL		PLUMBING			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION		
	SHEET NOTE CONVENTION: REFERENCED SHEET NOTE		CW COLD WATER		
	GENERAL SHEET NOTE		HW HOT WATER		
	NORTH ARROW		HWC HOT WATER CIRCULATION		
	DETAIL REFERENCE DETAIL NUMBER SHEET WHERE DETAIL APPEARS		W DOMESTIC WASTE WATER		
	SECTION REFERENCE SECTION NUMBER SHEET WHERE SECTION APPEARS		V DOMESTIC VENT		
	EQUIPMENT SYMBOL EQUIPMENT DESIGNATION EQUIPMENT NUMBER		TP TRAP PRIMER		
	BASEBOARD FIN TUBE DESIGNATION FIN TUBE DESIGNATION LINEAL FEET OF FIN TUBE ELEMENT		LB LINE BREAK		
	AIR TERMINAL UNIT TAG		PU PIPE UP / TEE UP		
	POINT OF CONNECTION		EL PIPE DOWN (ELBOW)		
	LINE CONVENTION NEW OR REINSTALLED ITEM ITEM TO BE DEMOLISHED EXISTING ITEM TO REMAIN EXISTING ITEM TO BE RELOCATED		TD PIPE DOWN (TEE)		
	PLUMBING FIXTURE SYMBOL PLUMBING FIXTURE NUMBER				
ABBREVIATIONS					
AD	ACCESS DOOR	EWT	ENTERING WATER TEMPERATURE	PSIA	POUNDS PER SQUARE INCH - ABSOLUTE
AFF	ABOVE FINISHED FLOOR	FD	FIRE DAMPER	PSID	POUNDS PER SQUARE INCH - DIFF
AFG	ABOVE FINISHED GRADE	FLEX	FLEXIBLE	PSIG	POUNDS PER SQUARE INCH - GAUGE
AHU	AIR-HANDLING UNIT	FP	FREZZING POINT	PRI	PRIMARY
ALT	ALTERNATE	FFM	FEET PER MINUTE	R-12,R-22	REFRIGERANT (12,22,ETC.)
AMB	AMBIENT	FPS	FEET PER SECOND	R/A	RETURN AIR
APD	AIR PRESSURE DROP	FSD	FIRE-SMOKE DAMPER	RAD	RADIANT OR RADIATION
AR	ACID RESTRAINT	FT	FOOT OR FEET	RCVR	RECEIVER
ATM	ATMOSPHERE	FV	FACE VELOCITY	RECIRC	RECIRCULATE
AUTO	AUTOMATIC	GA	GAGE OR GAUGE	REV	REVOLUTIONS
AVG	AVERAGE	GAL	GALLONS	RF	RELIEF FAN OR RETURN FAN
AWG	AMERICAN WIRE GAUGE	GPD	GALLONS PER DAY	RH	RELATIVE HUMIDITY
BDD	BACKDRIFT DAMPER	GPH	GALLONS PER HOUR	RFM	REVOLUTIONS PER MINUTE
BLDG	BUILDING	GPM	GALLONS PER MINUTE	RFS	REVOLUTIONS PER SECOND
BLW	BELOW	HD	HEAD	S/A	SUPPLY AIR
BOD	BOTTOM OF DUCT	HDPE	HIGH DENSITY POLYETHYLENE	SCFM	STANDARD CUBIC FEET PER MINUTE
BOP	BOTTOM OF PIPE	HT	HEIGHT	SD	STORM DRAIN
BTU	BRITISH THERMAL UNIT	HP	HORSEPOWER	SEC	SECONDARY
BTUH	BTU PER HOUR	HR	HOUR(S)	SF	SQUARE FEET
C	COMMON, CONDENSATE	HZ	FREQUENCY	SH	SENSIBLE HEAT
C-C	CENTER TO CENTER	IAW	IN ACCORDANCE WITH	SHG	SENSIBLE HEAT GAIN
CAP	CAPACITY, END CAP	IN	INCH	SHR	SENSIBLE HEAT RATIO
COW	COUNTER-CLOCKWISE	IN HG	INCHES MERCURY	SHT	SHOWER
CFM	CUBIC FEET PER MINUTE	IN WC	INCHES WATER COLUMN	SHWR	SHOWER
CL	CENTER LINE	INSUL	INSULATION	SP	STATIC PRESSURE
CLG	CEILING	K	THERMAL CONDUCTIVITY	SPD	STATIC PRESSURE DROP
CMPR	COMPRESSOR	KW	KILOWATT	SPEC	SPECIFICATION, SPECIFIED
COEF	COEFFICIENT	KWH	KILOWATT HOUR	SWSI	SINGLE WIDTH SINGLE INLET
COND	CONDENSER	LAT	LEAVING AIR TEMPERATURE	STD	STANDARD
CTR	CENTER	LB/HR	POUNDS PER HOUR	SUCT	SUCTION
CU	COPPER, CONDENSING UNIT	LBS	POUNDS	TA	TRANSFER AIR
CU IN	CUBIC INCH	LF	LINEAR FEET	TOD	TOP OF DUCT
CY	CYCLE	L	LENGTH	TOP	TOP OF PIPE
CV	VALVE FLOW COEFFICIENT	LWT	LEAVING WATER TEMPERATURE	TP	TYPICAL
CW	CLOCKWISE	LOC	LOCATION/LOCATED	UNO	UNDERGROUND
DB	DECIBEL	LP	LOW PRESSURE	UNLESS NOTED OTHERWISE	
DBT	DRY-BULB TEMPERATURE	LR	LONG RADIUS	V	VOLTS OR VOLTAGE
DDC	DIRECT DIGITAL CONTROL	MAT	MIXED AIR TEMPERATURE	VAC	VACUUM
DEMO	DEMOLITION	MAU	MAKE-UP AIR UNIT	VAL	VALVE
DENS	DENSITY	MAV	MANUAL AIR VENT	VAP PR	VAPOR PRESSURE
DGM	DIAGRAM	MAX	MAXIMUM	VAR	VARIABLE
DIA OR Ø	DIAMETER	MFT	THOUSAND BTU PER HOUR	VAV	VARIABLE AIR VOLUME
DIFF	DIFFERENCE OR DELTA	MH	MANHOLE	VDC	VOLTS (DIRECT CURRENT)
DIP	DUCTILE IRON PIPE	MIN	MINIMUM, MINUTE	VEL	VELOCITY
DN	DOWN	MPH	MILES PER HOUR	VERT	VERTICAL
DO	DITTO	N/A	NOT APPLICABLE	VFD	VARIABLE FREQUENCY DRIVE
DTL	DETAIL	NC	NOISE CRITERIA, NORMALLY CLOSED	VOL	VOLUME
DWDI	DOUBLE WIDTH DOUBLE INLET	NIC	NOT IN CONTRACT	VP	VELOCITY PRESSURE
DWG	DRAWING	NO	NORMALLY OPEN, NUMBER	VSD	VARIABLE SPEED DRIVE
E	EXISTING, EAST	NTS	NOT TO SCALE	W	WATT
EA	EACH	OD	OUTSIDE DIAMETER	W/	WITH
E/A	EXHAUST AIR	OFI	OWNER FURNISHED, OWNER INSTALLED	W/O	WITHOUT
EAT	ENTERING AIR TEMPERATURE	OSA	OUTSIDE AIR	WB	WET BULB TEMPERATURE
EF	EXHAUST FAN	PD	PRESSURE DROP OR DIFFERENCE	WC	WATER COLUMN
EFF	EFFICIENCY	PG	PROPYLENE GLYCOL	WH	WATT-HOUR
EQV FT	EQUIVALENT FEET	POC	POINT OF CONNECTION	WP	WEATHER PROOF, WATER PROOF
ESP	EXTERNAL STATIC PRESSURE	PPM	PARTS PER MILLION	WPD	WATER PRESSURE DROP
EVAP	EVAPORATOR	PSI	POUNDS PER SQUARE INCH	ZVB	ZONE VALVE BOX
EXP	EXPANSION				

NOTE: THIS IS A STANDARD LEGEND, SOME OF THE SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWINGS.

SPECIFICATIONS	
PLANS THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM. THE DRAWINGS ARE PARTLY DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF PIPING AND DUCTS UNLESS SPECIFICALLY DIMENSIONED. CONTRACTOR SHALL COORDINATE DIFFUSER LOCATIONS WITH ELECTRICAL PLANS AND ARCHITECTURAL REFLECTED CEILING PLANS TO AVOID CONFLICT.	MECHANICAL IDENTIFICATION PIPING, DUCTWORK, VALVES AND EQUIPMENT SHALL BE PROVIDED WITH IDENTIFICATION. PIPING, CONCEALED OR EXPOSED, SHALL BE LABELED INDICATING SERVICE AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. CONCEALED DUCTWORK SHALL BE LABELED WITH PAINTED STENCIL, INDICATING FAN SYSTEM AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. VALVES SHALL BE LABELED WITH TAGS INDICATING SERVICE AND VALVE NUMBER CORRESPONDING TO A VALVE DIRECTORY TO BE DELIVERED TO THE OWNER. EQUIPMENT SHALL BE LABELED WITH PLASTIC NAMEPLATES.
CODE ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST ADOPTED EDITION OF THE INTERNATIONAL BUILDING CODE (IBC), 2009 EDITION, INTERNATIONAL MECHANICAL CODE (IMC), 2009 EDITION, UNIFORM PLUMBING CODE (UPC), 2009 EDITION, INTERNATIONAL FUEL GAS CODE (IFGC), 2009 EDITION AND NATIONAL ELECTRICAL CODE (NEC), 2008 EDITION, AS AMENDED BY THE MUNICIPALITY OF ANCHORAGE, TITLE 23. SHEET METAL WORK SHALL BE DONE IN ACCORDANCE WITH SMACNA STANDARDS.	INSULATION ABOVEGROUND COLD WATER AND HOT WATER PIPING SHALL BE INSULATED WITH ONE INCH PRE-FORMED FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER JACKET AND PREMANUFACTURED PLASTIC FITTING INSULATION. UNDERGROUND COLD WATER PIPING SHALL BE INSULATED WITH 1/2" CLOSED CELL FOAM INSULATION. PLUMBING VTR'S SHALL BE INSULATED WITH ONE INCH PRE-FORMED FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER JACKET DOWN TO 3" WITHIN THE BUILDING. EXHAUST DUCTWORK SHALL BE INSULATED WITH 1" RIGID FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER WITH FOIL SCRIM FACING OR CANVAS COVERING, TO A POINT 10 FEET WITHIN THE BUILDING. HANDICAPPED ACCESSIBLE SINK P-TRAPS, COLD AND HOT WATER PIPING SHALL BE INSULATED WITH PRE-MANUFACTURED INSULATION SYSTEMS.
PERMITS THE CONTRACTOR SHALL SECURE AND PAY FOR ALL NECESSARY PERMITS AND FEES.	PIPING UNDERGROUND SANITARY WASTE AND VENT PIPING SHALL BE CAST IRON HUB AND SPIGOT OR NO-HUB, OR ABS DMV. ABOVEGROUND SANITARY WASTE AND VENT PIPING SHALL BE CAST IRON NO-HUB, COPPER DMV, ABS DWV OR PVC DWV. UNDERGROUND WATER PIPING SHALL BE TYPE K SOFT COPPER WITH NOT JOINTS OR PEX PIPING LISTED FOR POTABLE WATER APPLICATIONS. ABOVEGROUND WATER PIPING SHALL BE TYPE L COPPER OR PEX. SOLDER SHALL BE 95/5 OR LEAD-FREE. PROPANE PIPING SHALL BE SCHEDULE 40 STEEL, THREADED FITTINGS FOR LOW PRESSURE, OR POLYETHYLENE PLASTIC PIPE INSTALLED IN ACCORDANCE WITH THE 2009 UPC. ROUTE PIPES PARALLEL WITH BUILDING LINES UNLESS OTHERWISE INDICATED. CONCEAL ALL PIPING IN FINISHED AREAS UNLESS AUTHORIZED BY OWNER.
COMPLETE PROJECT THE INTENT OF THIS PROJECT IS TO LET ONE CONTRACT WHICH INCLUDES ALL WORK REQUIRED FOR A COMPLETE JOB. THIS INCLUDES ALL ELECTRICAL, CARPENTRY, PLUMBING, SHEET METAL, PAINTING, CLEAN UP, ETC. AS REQUIRED.	VALVES BALL VALVES OR BUTTERFLY VALVES. GATE VALVES AND GLOBE VALVES ARE NOT ACCEPTABLE. VALVES FOR GAS SERVICE SHALL BE AKA APPROVED. PROVIDE ISOLATION VALVES AT EACH FIXTURE GROUP, PUMPS AND TERMINAL HEATING UNITS. PROVIDE BALANCE VALVES AT EACH TERMINAL HEATING UNIT AND WHERE INDICATED ON PLANS. PROVIDE GAS ISOLATION VALVES AT EACH GAS APPLIANCE.
ELECTRICAL WORK ALL ELECTRICAL WORK IS TO BE PERFORMED BY A LICENSED ELECTRICIAN.	PLUMBING PLUMBING FIXTURES SHALL BE COMMERCIAL OR RESIDENTIAL GRADE, TYPE AS INDICATED ON THE PLUMBING FIXTURE SCHEDULE. FIXTURE STYLE TO BE COORDINATED WITH THE ARCHITECT AND THE OWNER. PLUMBING EQUIPMENT SHALL BE COMMERCIAL GRADE, MANUFACTURER AND MODEL AS INDICATED ON THE EQUIPMENT SCHEDULES, OR APPROVED EQUAL. PROVIDE SHOCK-TROL DEVICES AT ALL QUICK CLOSING FAUCETS AND PLUMBING FIXTURES, SEE PLANS.
INSURANCE CONTRACTOR MUST PROVIDE BUILDERS' ALL RISK INSURANCE, WORKERS' COMPENSATION INSURANCE, AND GENERAL LIABILITY INSURANCE AT ALL TIMES WHILE WORKING ON THIS PROJECT.	HEATING HEATING TO BE PROVIDED BY ELECTRIC TYPE UNIT HEATERS LOCATED IN THE HALL.
WARRANTY ALL WORK PERFORMED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.	VENTILATION VENTILATION EQUIPMENT SHALL BE COMMERCIAL OR RESIDENTIAL GRADE, MANUFACTURER AND MODEL AS INDICATED ON THE EQUIPMENT SCHEDULES, OR APPROVED EQUAL. DUCTWORK SHALL BE GALVANIZED SHEET METAL, RECTANGULAR OR ROUND AS INDICATED ON PLANS, WHERE RECTANGULAR DUCTWORK IS INDICATED, ROUND MAY BE USED WHEN APPROVED BY THE ENGINEER. DUCTWORK SHALL BE CONSTRUCTED, INSTALLED, AND TESTED IN ACCORDANCE WITH SMACNA STANDARDS. VOLUME DAMPERS SHALL BE PROVIDED AT EACH DIFFUSER BRANCH DUCT UNLESS DIFFUSER IS SCHEDULED TO BE PROVIDED WITH INTEGRAL DAMPER. WHERE DAMPERS ARE LOCATED ABOVE HARD CEILING PROVIDE REMOTE OPERATORS.
MATERIALS ALL MATERIALS SHALL BE NEW AND UNUSED, INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS AND IN THE BEST PRACTICE OF THE CRAFT. OBTAIN OWNER'S APPROVAL OF ALL PRODUCTS PRIOR TO ORDERING OR INSTALLING ANY PART OF ANY SYSTEM.	CONTROLS SYSTEMS THE CONTRACTOR SHALL PROVIDE A COMPLETE AND OPERATIONAL CONTROL SYSTEM AS REQUIRED TO PROVIDE EQUIPMENT CONTROL. THE CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, POWER, WIRING, CONDUIT, CONTROLLERS, ACTUATORS, AND ASSOCIATED CONTROL COMPONENTS FOR A COMPLETE AND OPERATIONAL SYSTEM.
EQUIPMENT SUBSTITUTIONS ALL EQUIPMENT LISTED IS REPRESENTATIVE OF THE STANDARD OF QUALITY AND PERFORMANCE REQUIRED. "OR EQUAL" SUBSTITUTIONS WILL BE CONSIDERED IF THE SUBSTITUTES ARE SHOWN TO BE EQUAL OR BETTER QUALITY, INCLUDING EFFICIENCY OF PERFORMANCE, SIZE AND WEIGHT. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL SUBSTITUTIONS WILL PHYSICALLY FIT IN THE SPACES PROVIDED.	TEST AND START-UP TEST ALL PLUMBING AND PIPING SYSTEMS WITH 60 PSIG FOR ONE HOUR BEFORE FILLING AND IN ACCORDANCE WITH THE UNIFORM PLUMBING CODE. FLUSH, DRAIN AND STERILIZE THE DOMESTIC WATER LINES IN ACCORDANCE WITH AWWA C601. FILL ALL HEATING PIPING WITH TRISODIUM PHOSPHATE SOLUTION AND OPERATE FOR SEVERAL HOURS AT TEMPERATURE BEFORE FLUSHING AND FILLING WITH WATER.
ACCESS PROVIDE WORKABLE ACCESS TO ALL SERVICEABLE AND/OR OPERABLE EQUIPMENT. PROVIDE ACCESS DOOR OF REQUIRED RATING FOR ACCESS TO ALL SERVICEABLE AND/OR OPERABLE EQUIPMENT LOCATED ABOVE HARD CEILINGS OR IN WALLS.	SEISMIC RESTRAINT PIPING AND DUCTWORK SYSTEMS SHALL BE SEISMICALLY RESTRAINED IN ACCORDANCE WITH SMACNA GUIDELINES FOR SEISMIC RESTRAINT. EQUIPMENT, PIPING AND DUCTWORK SYSTEMS SHALL BE SEISMICALLY RESTRAINED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2009 EDITION, SECTION 1621 AS REQUIRED BY THE INTERNATIONAL MECHANICAL CODE, 2009 EDITION, SECTION 301. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEISMIC RESTRAINT DESIGN FOR ALL PIPING, DUCTWORK AND EQUIPMENT USING PREMANUFACTURED SYSTEMS, AMBER BOOTH OR EQUAL, OR BY RETAINING THE SERVICES OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED BY THE STATE OF ALASKA. THE CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING CALCULATIONS TO THE MUNI AS REQUIRED FOR REVIEW AND APPROVAL BASED ON ACTUAL PIPING LAYOUT, ACTUAL DUCT LAYOUT AND ACTUAL EQUIPMENT TO BE USED ON THE PROJECT.
SLEEVES PIPING SLEEVES THROUGH FIRE RATED ASSEMBLIES SHALL BE PREMANUFACTURED, UL LISTED ASSEMBLIES. PIPING SLEEVES THROUGH NON FIRE RATED ASSEMBLIES SHALL BE 18 GAUGE GALVANIZED STEEL.	PLUMBING FIXTURE SCHEDULE
SUPPORTS AND ANCHORS PIPING, DUCTWORK AND EQUIPMENT SHALL BE ADEQUATELY SUPPORTED IN ACCORDANCE WITH CODE REQUIREMENTS AND GOOD PRACTICE. PIPING SUPPORTS SHALL BE CARBON STEEL, ADJUSTABLE SWIVEL HANGERS WITH THREADED ROD SUPPORT. INSULATED PIPING SHALL BE ROUTED THROUGH HANGERS AND PROVIDED WITH SHEETMETAL INSULATION PROTECTION SADDLES. ALL SUPPORTS SHALL BE SECURED TO BUILDING STRUCTURAL ELEMENTS. EQUIPMENT CURB SUPPORTS SHALL BE PREMANUFACTURED OR CONTRACTOR FABRICATED WITH APPROPRIATE FLASHING IN ACCORDANCE WITH ROOFING SYSTEM MANUFACTURER'S REQUIREMENTS. PIPE ANCHORS SHALL BE CONTRACTOR FABRICATED AND SECURED TO BUILDING STRUCTURE TO RESIST PIPING MOVEMENT.	FAN SCHEDULE
	EQUIPMENT LIST
	GENERAL NOTES

SYMBOL	FIXTURE	MINIMUM CONNECTION SIZE							TRIM/REMARKS
		CW	HW	WASTE	VENT	TRAP	COLOR		
P-1	WATER CLOSET FLOOR MOUNT	1/2"	--	3"	2"	--	WHITE	ELONGATED BOWL, OPEN SEAT COVER, 1.6 GPF OR LESS	
P-2	LAVATORY - WALL MOUNT	1/2"	1/2"	1-1/2"	1-1/2"	1-1/4"	WHITE	FAUCET, DRAIN	
P-3	SHOWER	1/2"	1/2"	1-1/2"	1-1/2"	1-1/2"	WHITE	PREFAB OR BUILT UP UNIT, FAUCET	
P-4	BATHTUB	1/2"	1/2"	1-1/2"	1-1/2"	1-1/2"	WHITE	FAUCET AND LEFT OR RIGHT HAND DRAIN AS REQUIRED	
P-5	SERVICE SINK	1/2"	1/2"	3"	1-1/2"	2"	--	SERVICE SINK WITH FAUCET	
FD-1	FLOOR DRAIN	1/2"	--	2"	1-1/2"	2"	--	ROUND TOP WITH TRAP PRIMER CONNECTION	

SYMBOL	MFGR/MODEL	SERVICE	TYPE	CFM	TSP (IN. WG)	INPUT MBH		DRIVE	REMARKS
						HP	VOLTS/PH		
EF-1	BY CONTRACTOR/TBD	BATH EXHAUST	CLG. MOUNTED	75	0.375	FR	120/1	DIRECT	W/ INTEGRAL BDD AND GRILLE

EQUIPMENT LIST	
TANKLESS WATER HEATER (WH-1)	
TAKAGI MOBIUS T-M50, 8.5GPM @ 80°F TEMP RISE, 5"Ø DIRECT VENT E/A AND C/A, 380MBH INPUT, PROPANE MIN PRESS 8"W.C., MAX PRESS 14"W.C.	

- THE MECHANICAL PLANS ARE DIAGRAMMATIC AND PROVIDE GENERAL ARRANGEMENT AND SIZING OF SYSTEMS ONLY.
- SCHEDULED EQUIPMENT MANUFACTURERS, MODELS, AND CAPACITIES ARE INTENDED TO INDICATE A LEVEL OF QUALITY AND MAY BE SUBSTITUTED.
- MECHANICAL EQUIPMENT SHALL BE INSTALLED TO ALLOW MINIMUM ACCESS AS REQUIRED BY MANUFACTURER.
- CONCEALED MECHANICAL EQUIPMENT REQUIRING MAINTENANCE SHALL BE MADE ACCESSIBLE THROUGH REMOVABLE CEILING TILES, ACCESS DOORS, OR PANELS AS APPLICABLE.
- FIRESTOP ALL PIPING AND DUCTWORK PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS, AND SHAFTS.
- ALL DUCTWORK SHALL BE LOW PRESSURE CLASSIFICATION AS APPLICABLE PER SMACNA STANDARDS AND FABRICATED AS SUCH IN ACCORDANCE WITH SMACNA FABRICATION REQUIREMENTS.
- ALL EQUIPMENT REQUIRING MAINTENANCE SHALL BE PROVIDED WITH ISOLATION VALVES, UNIONS OR FLANGES.

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STATE OF ALASKA
49 TH
Jennifer W. Hammer
ME 12333
05/28/13
REGISTERED PROFESSIONAL ENGINEER
JENNIFER W. HAMMER

CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

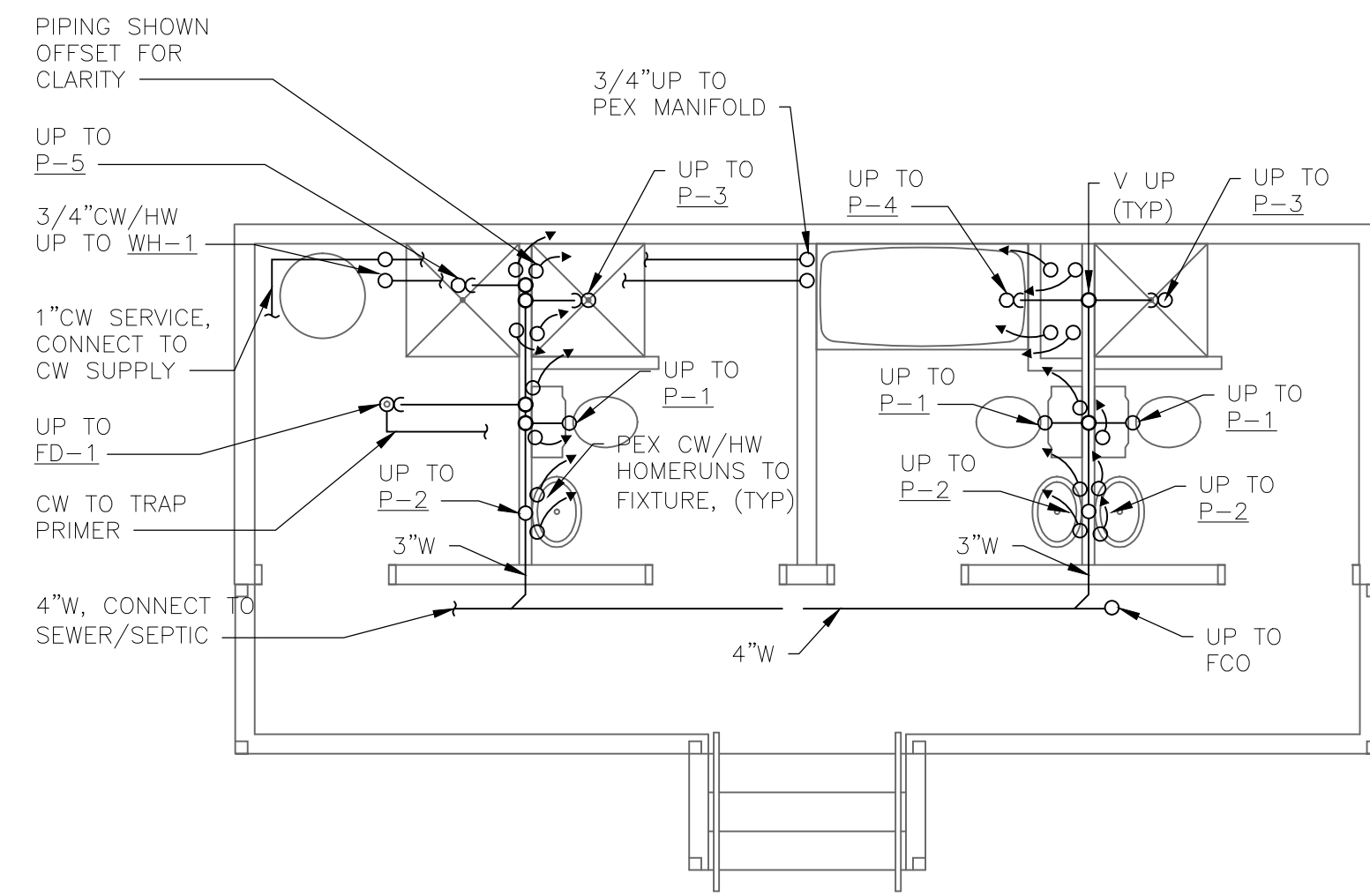
Revisions		
No.	Description	Date

Drawn by JKK	Date 03/11/2013
Checked JKK	Job No. Q13006

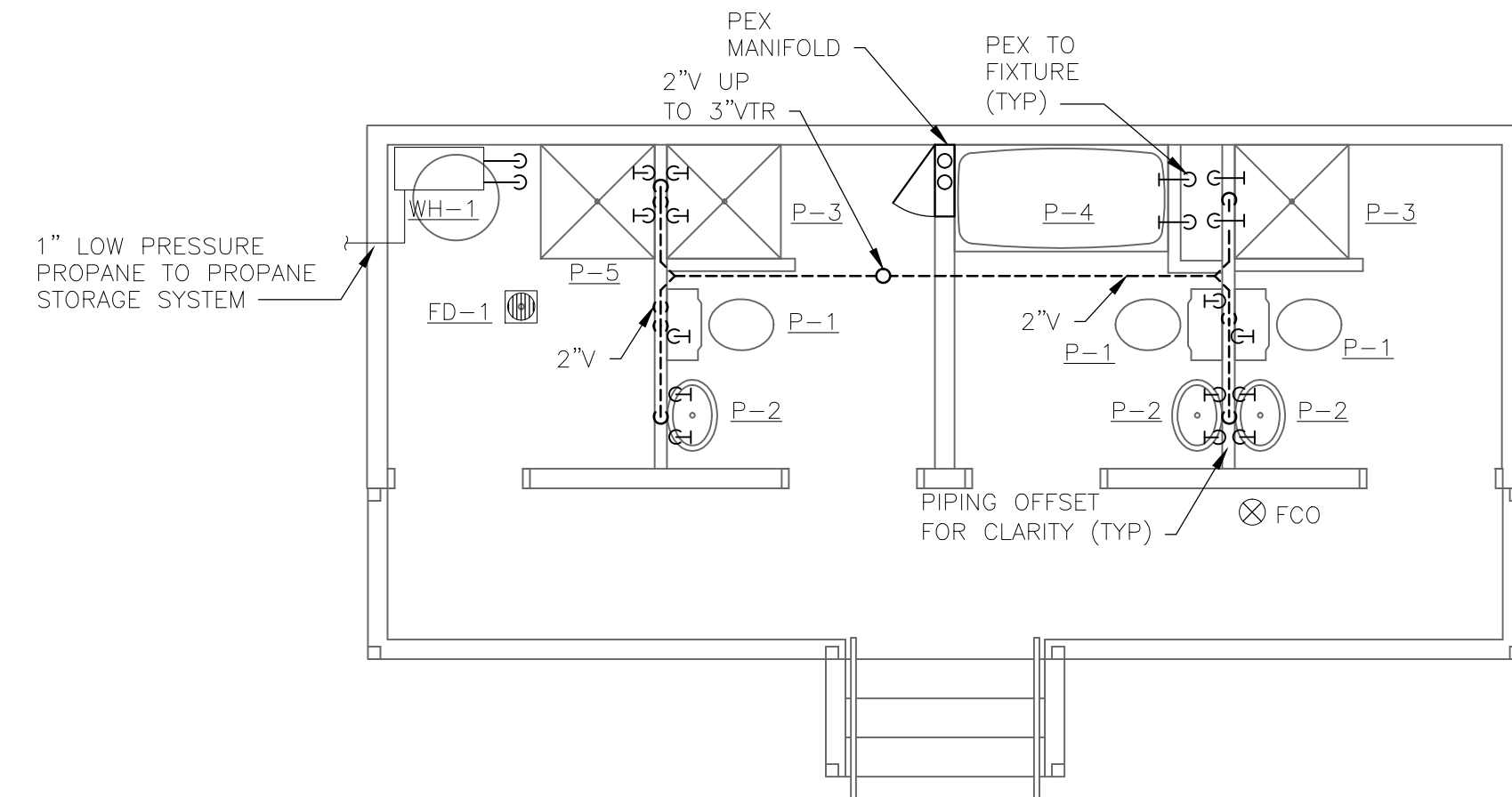
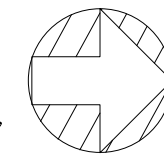
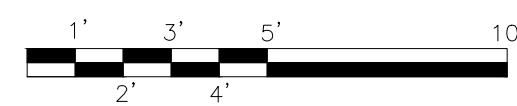
Sheet Contents
MECHANICAL
LEGEND AND
SPECIFICATIONS

Category M	Sheet No. 001
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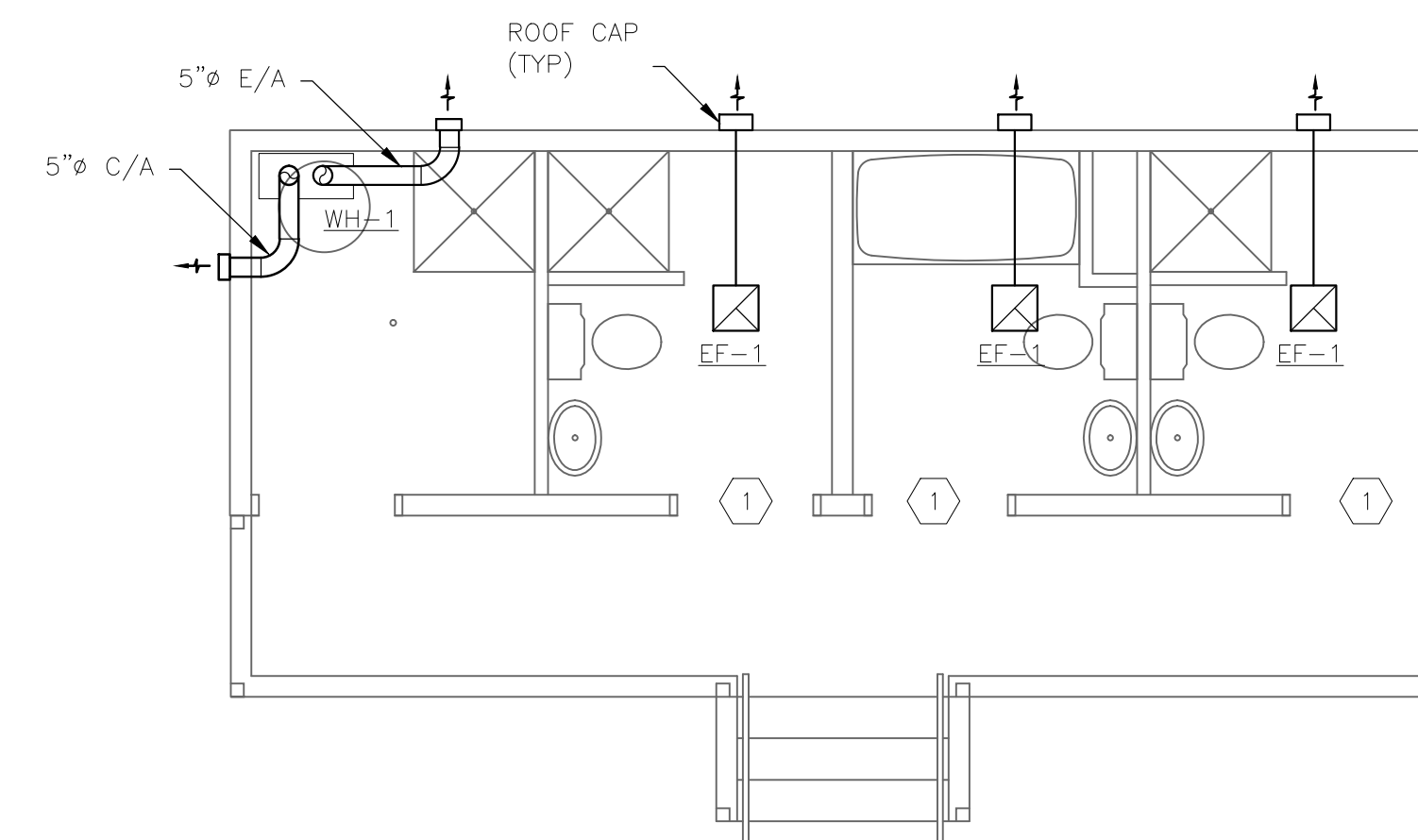
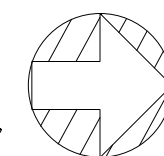
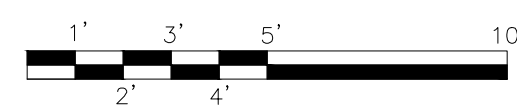
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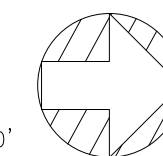
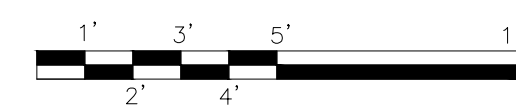
1 BATHHOUSE UNDERFLOOR PLUMBING
1/4" = 1'-0"



2 BATHHOUSE FIRST FLOOR PLUMBING
1/4" = 1'-0"



3 BATHHOUSE FIRST FLOOR VENTILATION
1/4" = 1'-0"



SHEET NOTES

- 1 UNDERCUT DOORS A MINIMUM 1/2" TO ALLOW TRANSFER AIR.
- 2 ALL UNDERFLOOR HW, CW PIPING TO BE INSULATED WITH A MINIMUM 1" PIPE INSULATION.
- 3 SLEEVE AND SEAL ALL PIPING PENETRATIONS THROUGH FIREWALLS AND/OR RATED FLOORS IN ACCORDANCE WITH LOCAL CODE.
- 4 ALL WASTE PIPING TO BE SLOPED AT 1/4" PER FOOT IN THE DIRECTION OF FLOW.
- 5 PIPING LAYOUT IS DIAGRAMMATIC AND NOT INTENDED TO REPRESENT EXACT LAYOUT, ONLY APPROXIMATE ROUTING AND APPLICABLE SIZE.
- 6 PROVIDE CLEANOUTS AS REQUIRED BY CODE.
- 7 ALL PING BETWEEN MANIFOLD AND FIXTURES TO BE PEX. ALL PIPING BELOW FLOOR TO BE RUN AS CLOSE TO THE FLOOR AS POSSIBLE, ON THE WARM SIDE OF THE INSULATION.



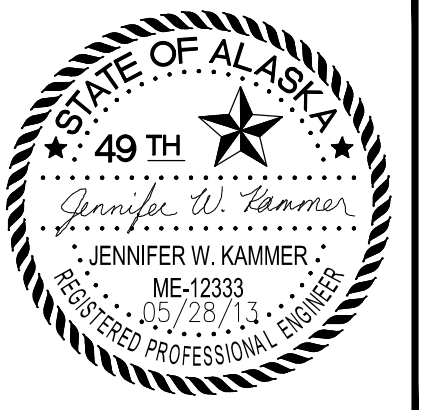
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Revisions		
No.	Description	Date

Drawn by TR	Date 03/11/2013
Checked JWK	Job No. Q13006

Sheet Contents
BATH HOUSE,
MECHANICAL

Category M	Sheet No. 100
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PLOT DATE: 5/28/2013 1:07 PM

GENERAL	
SYMBOL	DESCRIPTION
	SHEET NOTE CONVENTION: REFERENCED SHEET NOTE GENERAL SHEET NOTE
	FEEDER IDENTIFICATION TAG FEEDER NUMBER
	DETAIL REFERENCE DETAIL NUMBER SHEET WHERE DETAIL APPEARS
	SECTION REFERENCE SECTION NUMBER SHEET WHERE SECTION APPEARS
	LINE WORK CONVENTION: NEW OR REINSTALLED ITEM
	ITEM TO BE DEMOLISHED
	EXISTING ITEM TO REMAIN
	FUTURE ITEM
	EXISTING ITEM TO BE RELOCATED
	CONDUIT/FEEDER LINE CONVENTION: CONCEALED
	UNDERGROUND OR CONCEALED IN FLOOR
	EXPOSED
	FLEXIBLE CONDUIT
	CIRCUITING CONVENTION CIRCUIT NUMBER(S) PANEL
	BRANCH CIRCUIT HOMERUN TO PANELBOARD NUMBER OF MARKS INDICATE NUMBER OF CONDUCTORS IN RACEWAY, NOT COUNTING GROUNDING CONDUCTORS. (ABSENCE OF MARKS INDICATE TWO CONDUCTORS, PLUS ANY REQUIRED GROUNDS) NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS UNSWITCHED CONDUCTORS SHOWN ON HOMERUN SIDE OF NEUTRAL NEUTRAL SWITCHED CONDUCTORS SHOWN ON LOAD SIDE OF NEUTRAL
ABBREVIATIONS	
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
APPROX	APPROXIMATE
AJH	AUTHORITY HAVING JURISDICTION
CKT	CIRCUIT
CONDUIT	
A.O.	CONDUIT ONLY
CU	COPPER
D	DEMOLISH
DB	DECIBEL
EL	EMERGENCY LIGHT
ELU	EMERGENCY LIGHTING UNIT
ENL	EMERGENCY NIGHT LIGHT
(E)	EXISTING
(F)	FUTURE
HZ	FREQUENCY
HP	HORSEPOWER
IAW	IN ACCORDANCE WITH
KVA	KILO VOLT-AMPS
KW	KILOWATT
MDS	MAIN DISTRIBUTION SWITCHBOARD
MIN	MINIMUM
NEC	NATIONAL ELECTRICAL CODE
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NL	NIGHT LIGHT
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
N/A	NOT APPLICABLE
NIC	NOT IN CONTRACT
NTS	NOT TO SCALE
OFCI	OWNER FURNISHED, CONTRACTOR INSTALLED
OFOI	OWNER FURNISHED, OWNER INSTALLED
PH	PHASE (ELECTRICAL)
PLC	PROGRAMMABLE LOGIC CONTROLLER
PMCS	POWER MONITORING CONTROL SYSTEM
SMR	SURFACE MOUNTED RACEWAY
SPD	SURGE PROTECTIVE DEVICE
TCS	TERMINAL CONSTRUCTION STANDARDS
TR	TELECOMMUNICATION ROOM
TYP	TYPICAL
UON	UNLESS OTHERWISE NOTED
VR	VANDAL RESISTANT
VSD	VARIABLE SPEED DRIVE
VAC	VOLTS (ALTERNATING CURRENT)
VDC	VOLTS (DIRECT CURRENT)
V	VOLTS OR VOLTAGE
W	WAT
WP	WEATHERPROOF
WG	WIRE GUARD

NOTE: THIS IS A STANDARD LEGEND. NOT ALL SYMBOLS NECESSARILY APPEAR ON THE DRAWINGS

POWER	
SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE - WALL MOUNTED
	GROUND FAULT INTERRUPTER, DUPLEX RECEPTACLE
	DOUBLE DUPLEX RECEPTACLE
	GROUND FAULT INTERRUPTER, DOUBLE DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE - CEILING MOUNTED
	MOTOR
	FUSED DISCONNECT
	NON-FUSED DISCONNECT
	STARTER OR CONTACTOR
	JUNCTION BOX AND/OR CONNECTION TO EQUIPMENT
	METERING DEVICE
	PANEL - SURFACE MOUNTED
	PANEL - FLUSH MOUNTED
	TRANSFORMER
LIGHTING	
SYMBOL	DESCRIPTION
	LIGHTING FIXTURE, LINEAR LAMP(S)
	LIGHTING FIXTURE - WALL MOUNTED
	LIGHTING FIXTURE - SURFACE OR PENDANT MOUNTED
	LIGHTING FIXTURE - RECESS MOUNTED
	LIGHTING FIXTURE CONNECTED TO EMERGENCY POWER CIRCUIT
	LIGHTING FIXTURE CONNECTED TO EMERGENCY POWER CIRCUIT, NIGHT LIGHT
	EXIT FIXTURE - WALL MOUNTED SHADED AREA(S) DENOTE FACE(S) OF SIGN, ARROWS AS NOTED (FIXTURE TYPE EX)
	EXIT FIXTURE - CEILING MOUNTED SHADED AREA(S) DENOTE FACE(S) OF SIGN, ARROWS AS NOTED (FIXTURE TYPE EX)
	EMERGENCY LIGHTING UNIT - WALL MOUNTED (FIXTURE TYPE XA)
	EMERGENCY LIGHTING UNIT - REMOTE HEAD
	SITE LIGHTING - POLE MOUNTED
	SINGLE POLE SWITCH
	THREE-WAY SWITCH
	SWITCH FOR FIXTURES MARKED 'G'
SPECIAL SYSTEMS	
SYMBOL	DESCRIPTION
	TELECOMMUNICATION OUTLET - WALL MOUNTED (X DENOTES NUMBER OF PORTS IF OTHER THAN 2)
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM STROBE - WALL MOUNTED
	FIRE ALARM STROBE - CEILING MOUNTED
	FIRE ALARM HORN - WALL MOUNTED
	FIRE ALARM HORN - CEILING MOUNTED
	FIRE ALARM SPEAKER - WALL MOUNTED
	FIRE ALARM SPEAKER - CEILING MOUNTED
	BELL - WALL MOUNTED
	FIRE ALARM HORN/STROBE - WALL MOUNTED
	FIRE ALARM HORN/STROBE - CEILING MOUNTED
	CO (CARBON MONOXIDE) DETECTOR
	PHOTOELECTRIC SMOKE DETECTOR
	MULTI-TECHNOLOGY SMOKE DETECTOR
	HEAT DETECTOR
	FIRE ALARM CONTROL PANEL
	PUSHBUTTON - EMERGENCY

SPECIFICATIONS

SCOPE OF WORK:
FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT AS INDICATED ON THESE DRAWINGS AND SPECIFICATIONS. PROVIDE COMPLETE AND WORKING SYSTEMS. SECURE AND PAY FOR ALL FEES, PERMITS, ETC., REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES AND ALL LOCAL UTILITY COMPANIES.

STANDARDS, CODES AND REGULATIONS:
COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE AND THE ADA STANDARDS FOR FACILITY ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES.

MATERIALS AND EQUIPMENT:
ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE PROJECT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED. ALL EQUIPMENT SHALL BEAR THE SEAL OF A NATIONALLY RECOGNIZED TESTING LABORATORY ACCEPTABLE TO THE AHJ.

DRAWINGS:
THE DRAWINGS ARE DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. BRING QUESTIONABLE ITEMS AND CONFLICTS AMONG PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE ENGINEER PRIOR TO THE BID. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE OVER THE DRAWINGS AND SPECIFICATIONS.

WORKMANSHIP:
INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. INSTALL ALL MATERIAL AND EQUIPMENT PER THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS AND PER NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY, NEMA AND UL STANDARDS WHERE APPLICABLE.

SUBMITTALS:
PROVIDE A COMPLETE MATERIAL AND EQUIPMENT SUBMITTAL TO INCLUDE ALL ITEMS CALLED OUT BY SPECIFICATION SECTIONS OR CALLED OUT ON DRAWINGS. IDENTIFY MANUFACTURER, MODEL NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. ITEMS SUBMITTED ON MANUFACTURER'S CATALOG CUT SHEETS SHALL BE CLEARLY INDICATED BY HIGHLIGHTING OR OTHER METHOD WHICH CALLS ATTENTION TO THE ITEM SUBMITTED. WHERE CUT SHEETS SHOW SEVERAL MODELS OR OPTIONS, CLEARLY DISTINGUISH BETWEEN THOSE ITEMS WHICH ARE INCLUDED AND THOSE WHICH ARE NOT. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT FOR PROPER OPERATION. A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

WARRANTY:
THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.

IDENTIFICATION:
PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND TO IDENTIFY ALL ELECTRICAL DISTRIBUTION AND CONTROL EQUIPMENT. LETTER HEIGHTS SHALL BE 1/8 INCH FOR INDIVIDUAL SWITCHES, MOTOR STARTERS AND LOADS SERVED AND 1/4 INCH ON PANELBOARDS. SECURE NAMEPLATES TO EQUIPMENT FRONTS USING SCREWS, RIVETS OR ADHESIVES. LABEL EACH CONTROLLER AT EACH TERMINATION OR INTERCONNECTION OF WIRING IN PANEL BOARDS, GUTTERS, PULL BOXES, OUTLETS AND LOAD CONNECTIONS. LABEL SHALL DENOTE PANEL NAME AND CIRCUIT NUMBER. ALL OTHER WIRING SHALL BE LABELED WITH A UNIQUE DESIGNATION. THE DESIGNATIONS SHALL ALSO BE SHOWN ON AS-BUILT DIAGRAMS. COLOR CODE PHASE CONDUCTORS PER CONDUCTOR SPECIFICATION.

PANEL SCHEDULES:
ALL POSTED PANEL SCHEDULES MUST MEET THE REQUIREMENTS OF NEC 408.4 FOR CIRCUIT IDENTIFICATION.

CONDUCTORS:
BRANCH CIRCUIT WIRING MAY BE THHN OR XHHW INSULATED CONDUCTOR. WIRING WHICH ENTERS AREAS EXPOSED TO OUTDOOR, AMBIENT TEMPERATURE SHALL BE TYPE XHHW-2 INSULATED. ALL POWER AND CONTROL CONDUCTORS SHALL BE SOLID OR CLASS B OR C STRANDED, ANNEALED COPPER WITH TYPE THHN OR XHHW-2, 600V INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12 AWG. MINIMUM CONTROL CIRCUIT CONDUCTOR SIZE SHALL BE #14 AWG. PULL ALL CONDUCTORS INTO THE RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT IF REQUIRED. OBSERVE NEC REQUIREMENTS FOR DERATING AND CONDUIT FILL. COLOR CODE CONDUCTORS BLACK, RED, BLUE, WHITE, AND GREEN FOR 208Y/120V CIRCUITS, BROWN, ORANGE, YELLOW, GREEN AND ANY COLOR OTHER THAN GREEN WITH A WHITE STRIPE FOR 480Y/277V CIRCUITS. USE PROPERLY SIZED, INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH INSULATED CRIMP OR COMPRESSION TYPE CONNECTORS.

CONDUIT:
CONDUIT SHALL BE PER THIS SPECIFICATION, UNLESS OTHERWISE NOTED ON THE DRAWINGS. CONDUIT SHALL BE RIGID METAL CONDUIT (RMC), INTERMEDIATE METAL CONDUIT (IMC), ELECTRICAL METALLIC TUBING (EMT), OR RIGID NON-METALLIC CONDUIT (RNM). RMC OR IMC SHALL BE USED IN ALL OUTDOOR AREAS. EMT SHALL NOT BE USED OUTDOORS. CONDUIT FITTINGS FOR RMC AND IMC SHALL BE SCREWED TYPE. THREADED COMPRESSION AND SET SCREW FITTINGS SHALL NOT BE USED WITH RMC AND IMC CONDUIT. ALL EMT CONDUIT FITTINGS SHALL BE STEEL OR DIE-CAST, COMPRESSION OR SET SCREW TYPE. CONDUIT OUTLET BODIES AND BOXES FOR USE WITH RMC AND IMC CONDUIT SHALL BE GALVANIZED, MALLEABLE IRON WITH THREADED HUBS AND GASKETED COVERS OF THE SAME MATERIAL AS THE BODY OR BOX. CONDUIT BODIES FOR USE WITH EMT MAY BE CAST ALUMINUM WITH COVERS PROVIDED WITH THE BODY. UNDERGROUND CONDUITS SHALL BE RMC, IMC, HDPE SCHEDULE 40/80 OR PVC SCHEDULE 40/80.

MAKE CONNECTIONS TO MOTORS, TRANSFORMERS AND OTHER EQUIPMENT WITH LIQUIDTIGHT FLEXIBLE METAL CONDUIT OF GALVANIZED STEEL OR ALUMINUM CORE AND OUTER JACKET OF THERMOPLASTIC MATERIAL SUITED FOR THE INTENDED ENVIRONMENT. USE FITTINGS LISTED FOR USE WITH LIQUIDTIGHT FLEXIBLE METAL CONDUIT OF MALLEABLE IRON OR STEEL CONSTRUCTION, ELECTRO ZINC GALVANIZED.

OUTLET BOXES:
PROVIDE ELECTRO-GALVANIZED OR CADMIUM PLATED, ONE PIECE STEEL OUTLET BOXES 4" SQUARE BY 1 1/2" DEEP MINIMUM FOR USE IN INTERIOR AREAS. PROVIDE NON-METALLIC OUTLET BOXES IN INDOOR AREAS. PROVIDE OUTLET BOXES AND DEVICE COVERS AS SHOWN ON THE DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, DEVICE INSTALLATION AND CODE COMPLIANCE. FOR OUTDOOR INSTALLATION USE GALVANIZED, CAST, MALLEABLE IRON BOXES WITH INTEGRAL HUBS AND COVERS AND GASKETS FROM THE SAME MANUFACTURER. BELL BOXES ARE NOT ACCEPTABLE WITH RIGID CONDUIT. BELL BOXES MOUNTED ON THE BUILDING EXTERIOR AND FED WITH EMT OR MC CABLE ARE PERMITTED PROVIDED THE WIRING IS CONCEALED.

DEVICES:
RECEPTACLES - PROVIDE NEMA 5-15R, 5-20R OR 5-30R, SINGLE OR DUPLEX, GROUNDING, BACK AND SIDE WIRE, RECEPTACLES WITH WHITE FINISH. UL NO. 498 APPROVED, NYLON FACE, BRASS TERMINAL SCREWS, SELF-GROUNDING, CERTIFIED TO COMPLY WITH NEMA WD-1, SCREW TERMINAL OR SCREW CLAMP TYPE ONLY. BACK WIRING SHALL BE CLAMP-TYPE TERMINALS WHICH WILL ACCEPT UP TO #10 WIRE. SPRING CLAMPED TYPE TERMINATIONS ARE NOT ACCEPTABLE. PROVIDE DUPLEX CONVENIENCE RECEPTACLES WITH CLASS 3 INTEGRAL GROUND FAULT CURRENT INTERRUPTER AND SPECIFIC USE RECEPTACLES WHERE INDICATED ON THE DRAWINGS. INSTALL RECEPTACLES WITH GROUNDING POLE ON BOTTOM.

SWITCHES - PROVIDE WHITE, NEMA WD-1 15 A, 277 OR 120 V AC, BACK AND SIDE WIRE; BACK WIRING SHALL BE CLAMP-TYPE TERMINALS WHICH WILL ACCEPT UP TO #10 WIRE. GENERAL USE SNAP SWITCH, UL NO. 20 LISTED. SELF-GROUNDING BINDING SCREW-TYPE TERMINALS WITH WHITE TOGGLE, NUMBER OF POLES AS INDICATED ON THE DRAWINGS. SCREW TERMINAL OR SCREW CLAMP TYPE ONLY. INSTALL SWITCHES WITH OFF POSITION DOWN.

DEVICE PLATES - PROVIDE UL LISTED ONE PIECE ROUNDED EDGE "STREAMLINE" DESIGN FLUSH DEVICE PLATES OF STAINLESS STEEL, COUNTERSUNK SCREWS TO MATCH DEVICE PLATE.

SUPPORTS:
SUPPORT ALL ELECTRICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, LIGHT FIXTURES, BOXES, CONDUIT, ETC., PER NEC. PROVIDE NON-METALLIC SUPPORTS, STRUT, HANGARS AND OTHER MATERIAL WHERE REQUIRED FOR CORROSION RESISTANCE.

SAFETY SWITCHES:
PROVIDE GENERAL DUTY, 480V, 3 PHASE NEMA 1 OR 3R, NON-FUSIBLE AND FUSIBLE SAFETY SWITCHES WITH PROVISIONS FOR CLASS J FUSING. SWITCHES SHALL BE CAPABLE OF BEING LOCKED IN THE OFF POSITION. SIZE SWITCHES FOR CONNECTED LOAD.

COMBINATION STARTERS:
PROVIDE THERMAL MAGNETIC CIRCUIT BREAKER COMBINATION MOTOR STARTERS OF THE SIZE AND RATING SHOWN ON THE DRAWINGS. COMBINATION STARTERS SHALL BE CAPABLE OF BEING LOCKED IN THE OFF POSITION.

PANELBOARDS:
PROVIDE NEW BRANCH CIRCUIT BREAKERS OF THE SAME TYPE AS THE PANELBOARD AND RATING AS SHOWN ON THE DRAWINGS. PRIOR TO COMPLETION OF THE PROJECT, PROVIDE A NEW, TYPED CIRCUIT DIRECTORY FOR EACH OF THE PANELBOARDS SHOWING CIRCUITING ARRANGEMENT.

LIGHTING EQUIPMENT:
PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE LIGHTING FIXTURE SCHEDULE. PROVIDE FLUORESCENT FIXTURES WITH BALLASTS COORDINATED WITH THE FIXTURE AND LAMPS SPECIFIED. BALLASTS SHALL BE INSTANT START, CLASS P, CONSTANT WATTAGE, ELECTRONIC TYPE WITH POWER FACTOR GREATER THAN .99 AND THD LESS THAN 10 PERCENT. BALLASTS SHALL BE SOUND RATED A FOR ALL FLUORESCENT FIXTURES.

PENETRATIONS OF FIRE BARRIERS:
ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED BARRIERS SHALL BE SEALED IN ACCORDANCE WITH NEC ARTICLE 300-21 AND THE FOLLOWING:

ALL HOLES OR VOIDS CREATED TO EXTEND OR REMOVE ELECTRICAL SYSTEMS THROUGH FIRE RATED FLOORS, WALLS OR CEILINGS SHALL BE SEALED WITH AN ASBESTOS-FREE INTUMESCENT FIRE STOPPING MATERIAL CAPABLE OF EXPANDING 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES 250 DEGREES F OR HIGHER. MATERIALS SHALL BE SUITABLE FOR THE FIRE STOPPING OF PENETRATIONS AND SHALL BE CAPABLE OF MAINTAINING AN EFFECTIVE BARRIER AGAINST FLAME, SMOKE AND GASES IN COMPLIANCE WITH THE REQUIREMENTS OF ASTM E814, UL 1479 AND THE UL FIRE RESISTANCE DIRECTORY REQUIREMENTS FOR THROUGH-PENETRATION FIRE STOP DEVICES. THE RATING OF THE FIRE STOPS SHALL BE THE SAME AS THE TIME-RATED FLOOR, WALL OR CEILING ASSEMBLY.

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EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date

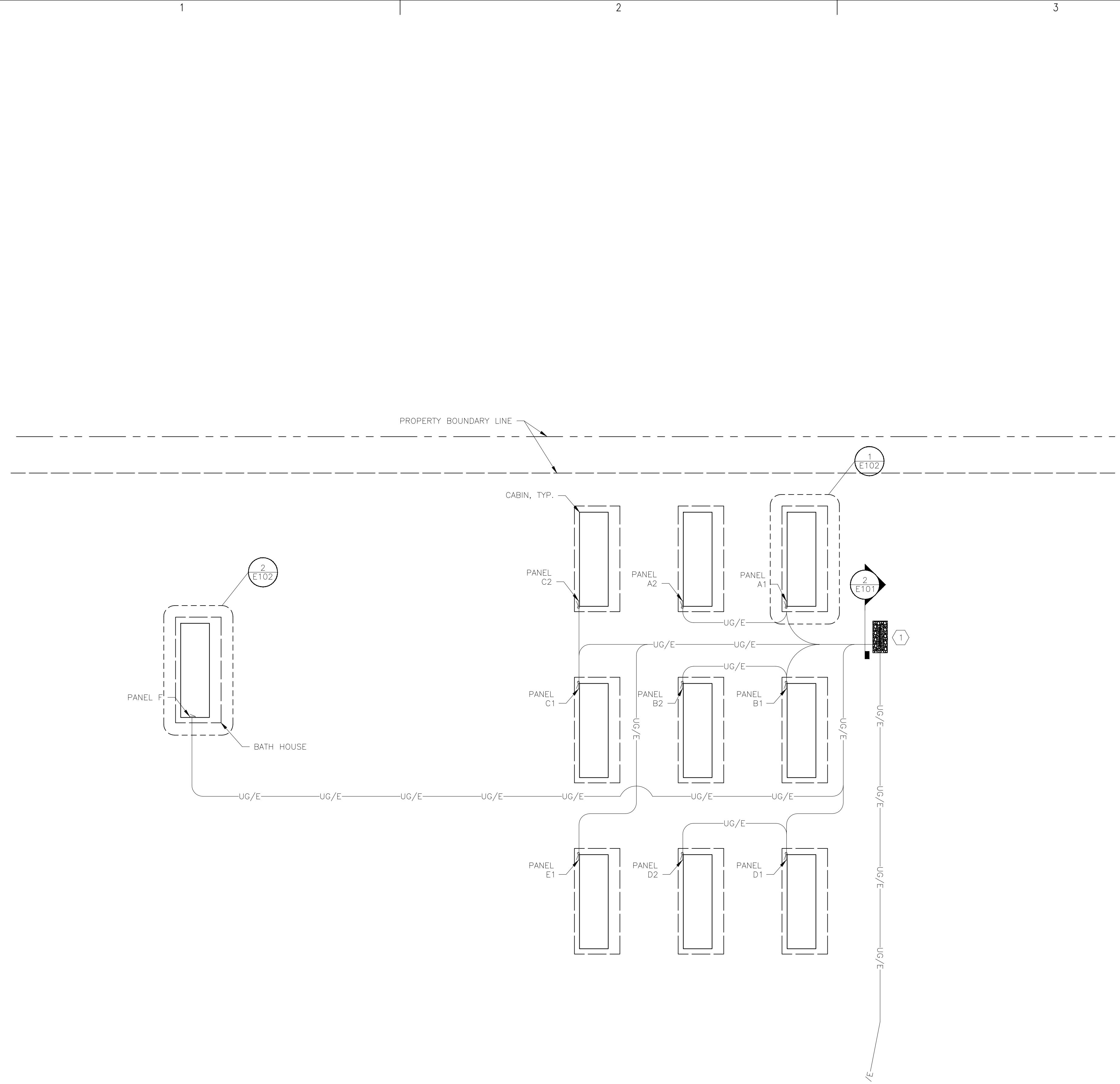
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Checked SB	Job No. Q13006

Sheet Contents
ELECTRICAL
LEGEND AND
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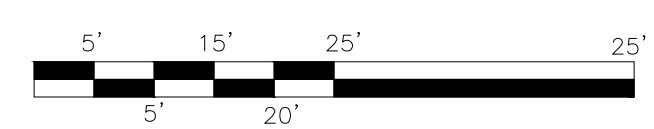
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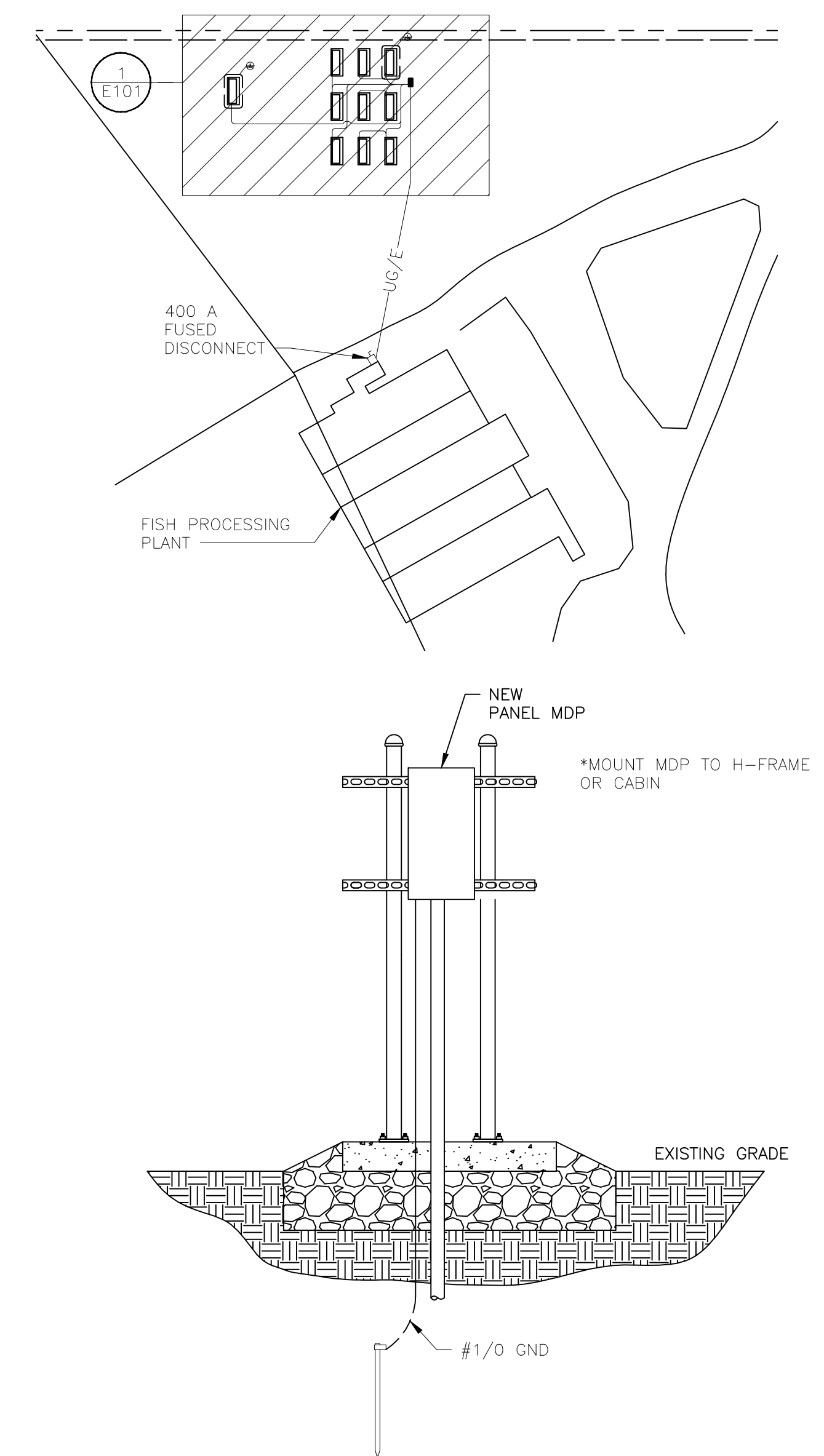
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 IF PLOTTED AT 11x17, SCALE IS HALF OF INDICATED



1 SITE PLAN
 1/16" = 1'-0"



SHEET NOTES	
ITEM #	DESCRIPTION
1	H-FRAME LOCATION TO BE DETERMINED BY OWNER. SEE ONE-LINE, E-102, FOR EQUIPMENT SIZES.



2 H FRAME ELEVATION
 1/2" = 1'-0"

THIS SHEET IN ITS ENTIRETY HAS UNDERGONE SIGNIFICANT REVISION

Architects Alaska, Inc.
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Q ENGINEERS, INC.
 ELECTRICAL & MECHANICAL ENGINEERING SERVICES
 700 W INTERNATIONAL AIRPORT RD.
 ANCHORAGE AK, 99518
 888.238.0590(7354) Local: 907.268.4154



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
1	ARCH. UPDATE	05/28/13

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
 ELECTRICAL
 SITE PLAN

Category E	Sheet No. 101
----------------------	-------------------------

D

C

B

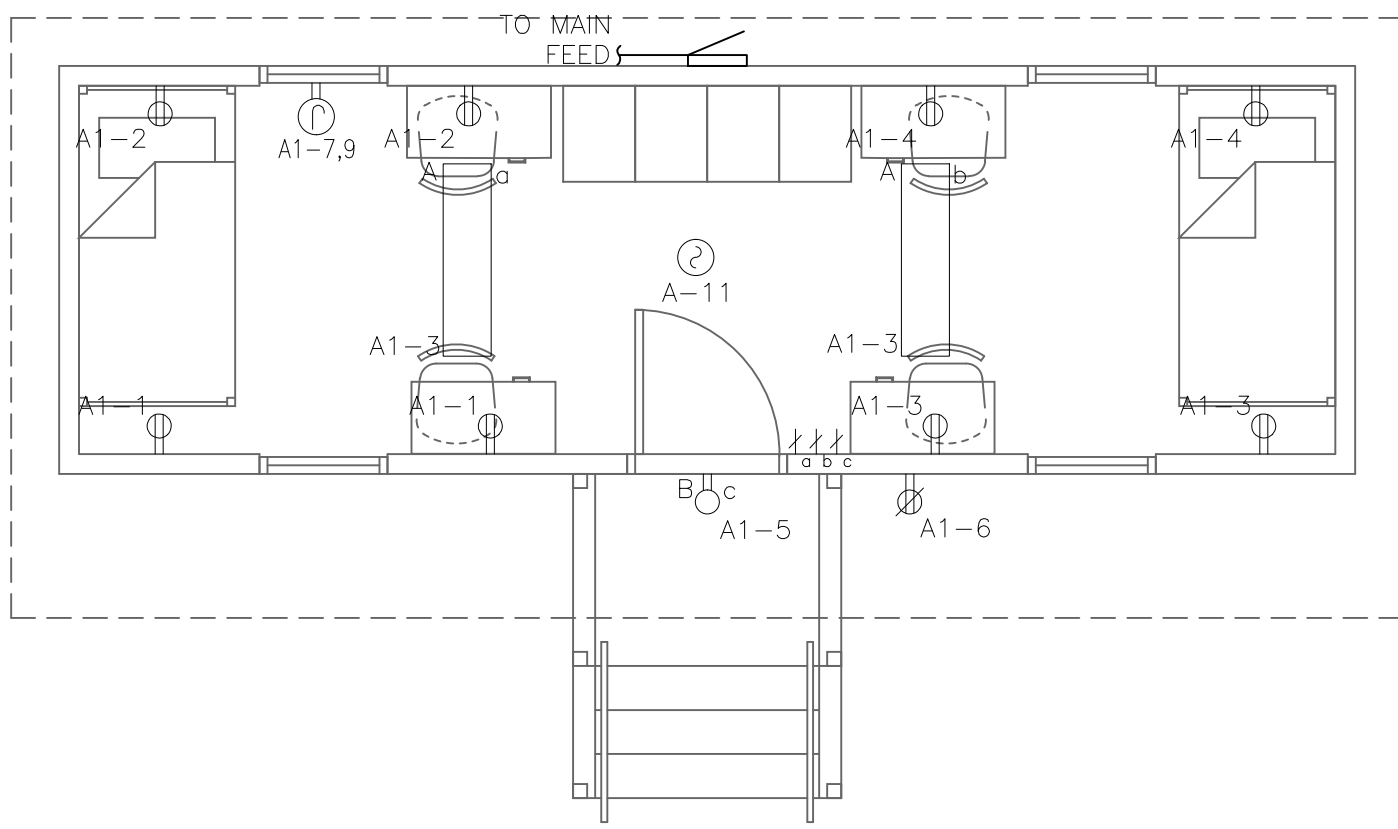
A

1

2

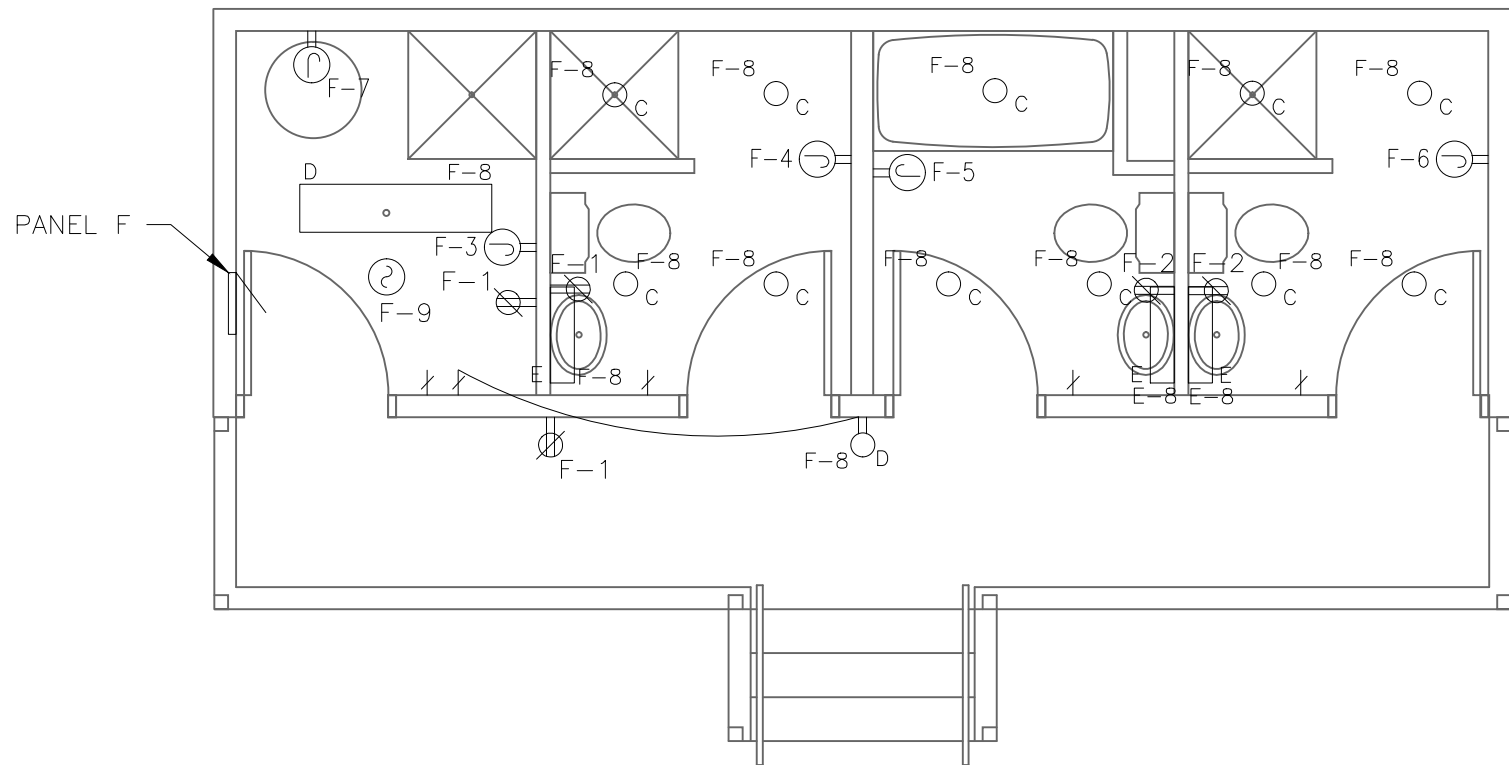
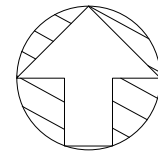
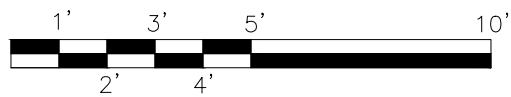
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4

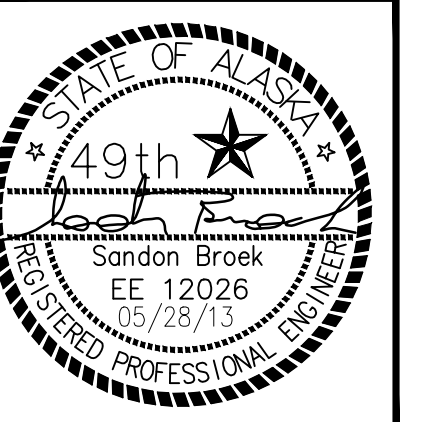
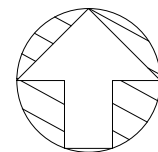
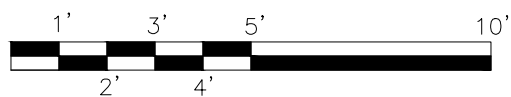


FIXTURE SCHEDULE				
TYPE	SYMBOL	MFG	MODEL	REMARKS
A		LITHONIA	ST8 2 32 MVOLT GEB10IS	SURFACE MOUNTED VOLUMETRIC FIXTURE, OR SIMILIAR
B		-	-	WET RATED, MEDIUM BASE FIXTURE
C		JUNO LIGHTING	IC920LEDG3 41 U 210-WH	900 LUMEN LED CAN LIGHT, IC RATED, SHOWER TRIM
D		LITHONIA	DSXW1 LED 20G 1000 50K T2S MVOLT PIR	LED WALL PACK, 5745 LUMENS, 50K CT, TYPE T2S DIST., AND 180° MOTION/AMBIENT LIGHT SENSOR
		-	-	CO AND SMOKE DETECTOR COMBO UNIT, CONNECTED TO POWER AND BATTERY

1 CABIN, ELECTRIC AND LIGHTING (TYP.)
1/4" = 1'-0"



2 BATHHOUSE, ELECTRIC AND LIGHTING
1/4" = 1'-0"



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
1	ARCH. UPDATE	05/28/13

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
FLOOR PLAN,
ELECTRICAL AND
LIGHTING

Category E	Sheet No. 102
----------------------	-------------------------

THIS SHEET IN ITS ENTIRETY HAS UNDERGONE SIGNIFICANT REVISION

1

2

3

4

MDP PANEL SCHEDULE

Panel Name: MDP		Panel Amperage: 400 A	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
CABIN 1 & 2	100/2	1 A	2
--	-	3 B	4
CABIN 3 & 4	100/2	5 A	6
--	-	7 B	8
CABIN 5 & 6	100/2	9 A	10
--	-	11 B	12
CABIN 7 & 8	100/2	13 A	14
--	-	15 B	16
CABIN 9	100/2	17 A	18
--	-	19 B	20
BATHHOUSE	100/2	21 A	22
--	-	23 B	24

SERVICE ENTRANCE LOAD ANALYSIS AT MDP

LIGHTING & RECEPTACLE LOAD, NEC T220.12	$2000 \text{ ft}^2 \cdot 3 \text{ VA/ft}^2 =$	6000 VA
AFTER DEMAND FACTOR PER NEC T220.42		
	$3000 \text{ VA} + (6000 - 3000) (\text{VA}) \cdot 35\% =$	4050 VA
10 ELECTRICALLY HEATED ENTRY NEC 220.82(C)	$10 \text{ EACH} \cdot 4000 (\text{VA}) =$	40000 VA
SUBTOTAL		44050 VA
TOTAL LOAD IN KW (0.85 PF)		37.4 KW
TOTAL LOAD IN AMPS	$44050 (\text{VA}) / 208 \text{ V} =$	212 A
SERVICE ENTRANCE RATING		400 A

CABIN PANEL TYP. SCHEDULE

Panel Name: PANEL TYP.		Panel Amperage: 100	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
RECEPTACLES (1)	20/1	1 A	2
RECEPTACLES (1)	20/1	3 B	4
RECEPTACLE, EXTERIOR	20/1	5 A	6
ELECTRIC HEATER (2)	25/2	7 B	8
4000 W	-	9 A	10
SMOKE/CO DETECTOR (2)	20/1	11 B	12
		13 A	14
		15 B	16
		17 A	18
		19 B	20
		21 A	22
		23 B	24

NOTES:
 (1) PROVIDE ARC FAULT CIRCUIT INTERRUPTER BREAKERS.
 (2) PROVIDE LOCKABLE BREAKERS.

BATHHOUSE SCHEDULE

Panel Name: PANEL E		Panel Amperage: 100 A	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
RECEPTACLES, GFCI	20/1	1 A	2
1000 W HEATER (1)	20/1	3 B	4
1000 W HEATER (1)	20/1	5 A	6
LIGHTS	20/1	7 B	8
SMOKE/CO DETECTOR (1)	20/1	9 A	10
		11 B	12
		13 A	14
		15 B	16
		17 A	18
		19 B	20
		21 A	22
		23 B	24

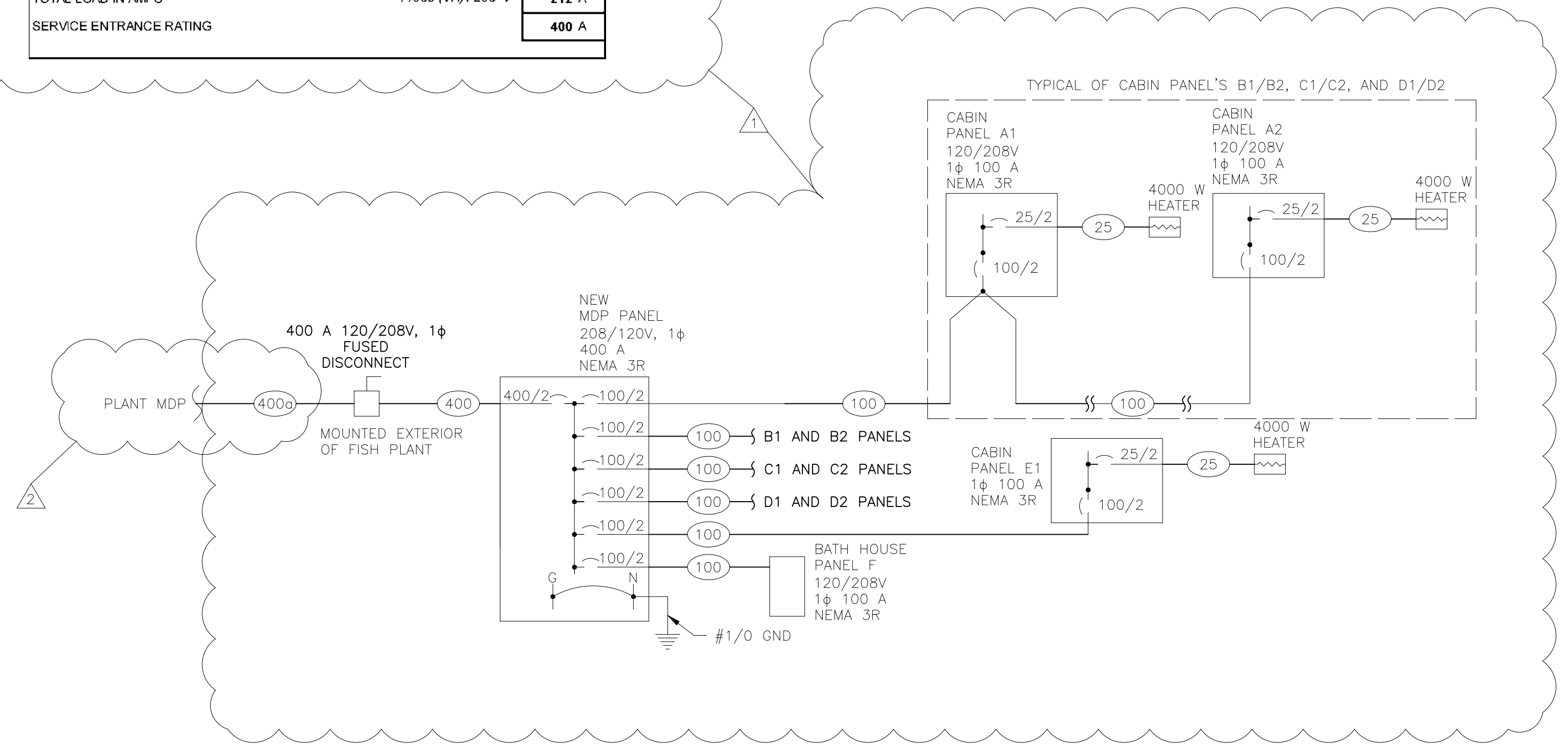
NOTES:
 (1) PROVIDE LOCKABLE BREAKERS.

ONE-LINE NOTES

ITEM #	DESCRIPTION
1	ALL EXPOSED CONDUIT SHALL BE RIGID GALVANIZED STEEL. CONDUIT MAY TRANSITION TO PVC AFTER PENETRATING GROUND A MINIMUM OF 6".

FEEDER SCHEDULE

ITEM #	DESCRIPTION
25	3-#10, 1-#10 GND, TYPE NM CABLE
100	3-#2 XHHW, 1-#8 GND, 1-1/4" C
400	2 SETS: 3-#3/0 XHHW, 1-1/2" C
400o	2 SETS: 3-#3/0 XHHW, #4 GND, 1-1/2" C



1 ONE-LINE DIAGRAM

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 Anchorage AK, 99518
 868.258.0500(7354) Local: 907.268.4154

STATE OF ALASKA
 49th
 Sandon Brook
 EE 12026
 06/05/13
 REGISTERED PROFESSIONAL ENGINEER

CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

No.	Description	Date
1	ADD BATHHOUSE	052813
1	E COMMENT	060513

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
 ONE LINE AND
 SCHEDULES

Category E	Sheet No. 103
----------------------	-------------------------

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

Landlord:
City of Homer

Tenant:
Copper River Seafoods Inc.

By: _____

By: _____

Rob Dumouchel, City Manager

name/title

ACKNOWLEDGMENTS

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2022 by Rob 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)
) SS.
)

The foregoing instrument was acknowledged before me on _____, 2022 by _____ (name/title) of Copper River Seafoods Inc.

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

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

From: [Joe O'Halloran](#)
To: [Bryan Hawkins](#); [Erica Hollis](#)
Cc: [Scott Blake](#); [Mark Hansen](#); [Bryan Kimball](#); [Clancy Niblack](#); [Jaqueline Eisenberg](#); [Joe O'Halloran](#)
Subject: Homer Proposed Concept
Date: Friday, February 4, 2022 9:06:40 AM
Attachments: [Homer concept.pdf](#)
[CRS #2 Kenai Bathhouse and Cabins Final Revised.pdf](#)

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

Good Morning Bryan and Erica

With the challenges we are still facing as an industry and company, we would ask that you consider a proposal that will allow us to keep the Homer operation functional and moving forward in development. We have a bunk house and a bath house available to locate on the Homer property. The specs for these buildings are attached and they are built to code. We will be pulling 3-phase power to the construction site this spring to support this project. Additionally we will be adding a freezer container for bait storage to support the fleet. (This concept is attached)
Thank you for your support and consideration as we work together for continuous improvements.

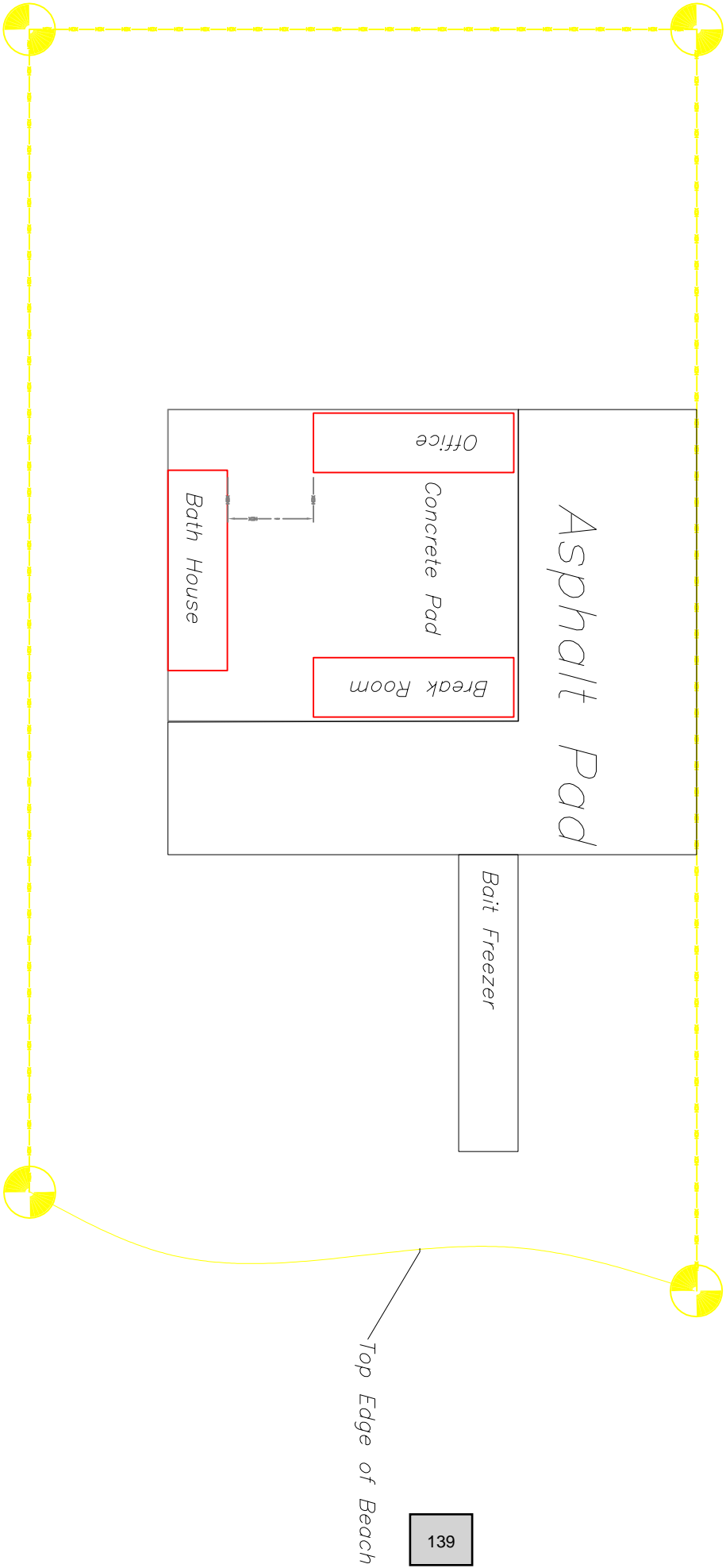
Joe O'Halloran
VP of Operations and Sales
Copper River Seafoods
Phone: 503-747-8814

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Fish Dock Road



Top Edge of Beach



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

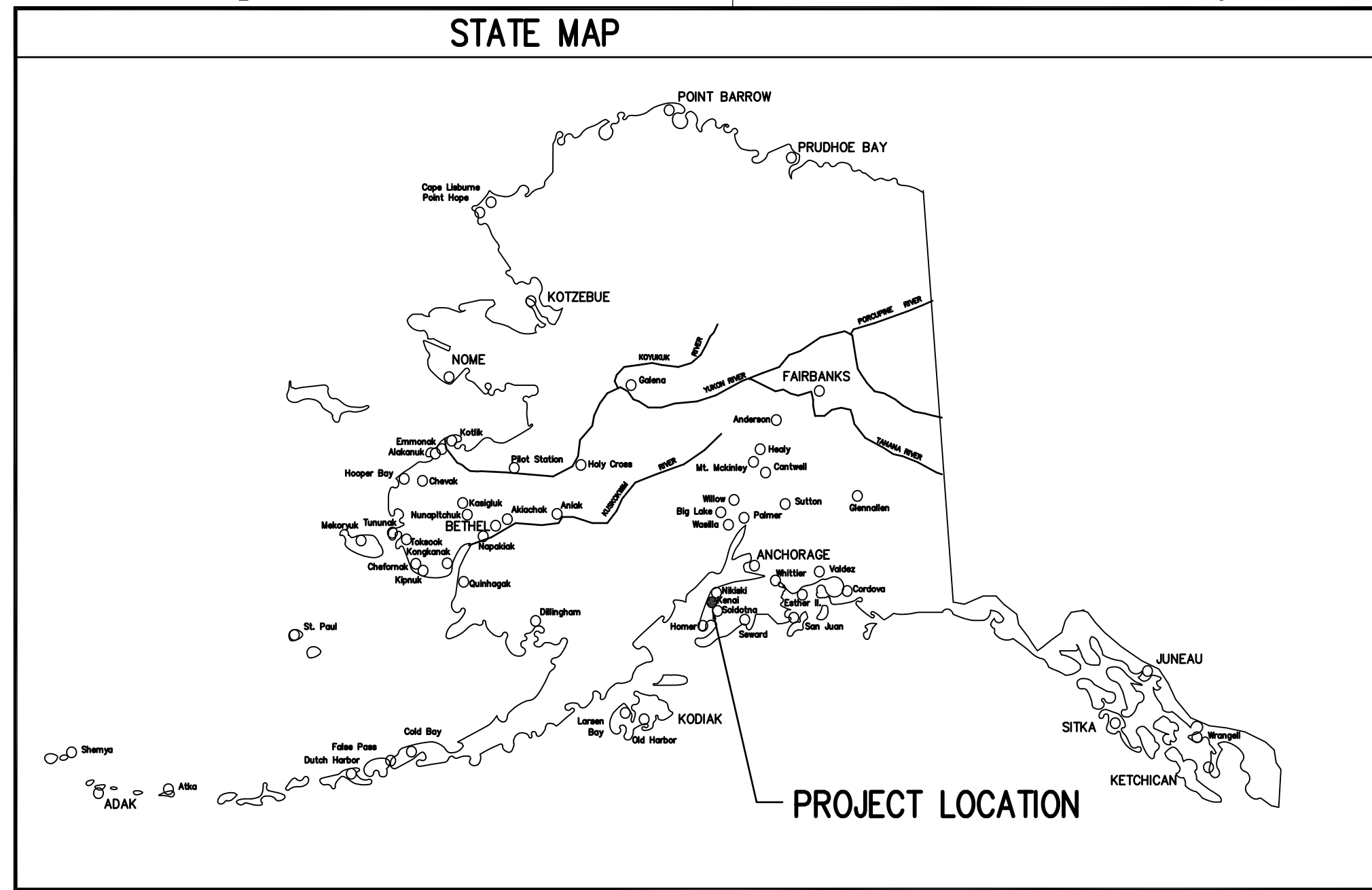
ADDITIONAL NOTES FOR "HOMER CONCEPT" PAGE

Below are clarification points/statements from Copper River Seafoods on the "Homer Concept" page submitted as part of their proposal, condensed from a series of e-mail correspondence:

- Each of the portable buildings are 8'x27', 216 sq ft each.
- The "Break Room" on the Homer Concept page is the same as the "Bunk Room" on the schematic drawings
- The Bath house is broken up into 3 separate individual Bath rooms with a Shower, Toilet and Sink. Along with a small laundry room. These would be used by our crew and our fishermen.
- The Bait freezer is a 8'x40' refrigerated container, 320 sq ft.
- The office is a new building identical in shape and size as the other Two. The existing containerized office will be moved offsite.
- The Break room and Bath House total sq ft is 432 sq ft. and could be considered under the accessory use of caretaker residence. The Office and Bait Freezer total sq ft is 536 sq ft. for commercial use (more than 50% of building square footage for primary zoning use per Marine Commercial Industrial zoning)

Plot Date: Jun 05, 2013 - 12:12pm
Drawing File: W:\2013\13004.02 CRS Seasonal Workforce Housing Kenai.dwg\G1.01 13004.02.dwg

ABBREVIATIONS	
& /	AND ANGLE
⊕ ⊖ ⊙ ⊚ # AC ACT	CENTERLINE DIAMETER OR ROUND POUND OR NUMBER ASPHALTIC CONCRETE ACOUSTICAL CEILING TILE
ACOUS ADD ALT ALUM APPROX ARCH ASPH AVG	ACOUSTICAL ADDITION ALTERNATE ALUMINUM APPROXIMATE ARCHITECTURAL ASPHALT AVERAGE
BD BLDG BLKG BM B.O. B.S. BTU BUR	BOARD BUILDING BLOCKING BENCH MARK BOTTOM OF BOTH SIDES BRITISH THERMAL UNIT BUILT-UP ROOF
C.B. CEM C.I. CIRC CLG C.M.P. CMU COL COMP CONC CONSTR CONT CORR C.R. C.R.C. C.T. CTR	CATCH BASIN CEMENT CAST IRON CIRCULAR CEILING CORRUGATED METAL PIPE CONCRETE MASONRY UNIT COLUMN COMPOSITION CONCRETE CONSTRUCTION CONTINUOUS CORRIDOR COLD ROLLED COLD ROLLED CHANNEL CERAMIC TILE CENTER
DBL DEPT D.F. DET DIA DIAG DIM. DISP DL DN. DS DWG	DOUBLE DEPARTMENT DRINKING FOUNTAIN DETAIL DIAMETER DIAGONAL DIMENSION DISPENSER DEAD LOAD DOWN DOWNSPOUT DRAWINGS
E EA ELEV ELEC EQ EQUIP E.S. EXIST EXP EXP.AGG. EXP.JT. EXT	EAST EACH ELEVATION ELEVATOR ELECTRICAL EQUIPMENT EACH SIDE EXISTING EXPANSION EXPOSED AGGREGATE EXPANSION JOINT EXTERIOR
F.B. F.D. FDN F.E. F.E.C. FIN FF	FLAT BAR FLOOR DRAIN FOUNDATION FIRE EXTINGUISHER FIRE EXTINGUISHER CABINET FINISH FINISH FLOOR
FLUOR F.O.B. F.O.F. F.O.S. F.O. (Conc. etc.) FRPF FRT FT FTG FURR FUT	FLUORESCENT FACE OF BLOCK FACE OF FINISH FACE OF STUD FACE OF (Conc. etc.) FIREPROOFING FIRE-RETARDENT TREATED FOOT OR FEET FOOTING FURRING FUTURE
GA GAL GALV G.B. G.I. GL GWB GYM GYP.	GAUGE GALLON GALVANIZED GRAB BAR GALVANIZED IRON GLASS GYPSUM WALL BOARD GYMNASIAM GYPSUM
H.B. H.C. HDWD HDWR H.M. H.M.F. HORIZ. H.P. HR HT HW HWY	HOSE BIB HOLLOW CORE HARDWOOD HARDWARE HOLLOW METAL HOLLOW METAL FRAME HORIZONTAL HIGH POINT HOUR HEIGHT HOT WATER HIGHWAY
I.D. () OR IN INSUL INT	INSIDE DIAMETER INCHES INSULATION INTERIOR
JAN JT	JANITOR JOINT
KIT	KITCHEN
LAB LAM LAV LB LH LL L.P.	LABORATORY LAMINATE OR LAMINATED LAVATORY POUND LEFT HAND LIVE LOAD LOW POINT
MAT'L MAX MECH MET MFR MH MIN MISC M.O. MULL	MATERIAL MAXIMUM MECHANICAL METAL MANUFACTURER MANHOLE MINIMUM OR MINUTE MISCELLANEOUS MASONRY OPENING MULLION
N NIC NO NOM NTS	NORTH NOT IN CONTRACT NUMBER NOMINAL NOT TO SCALE
O.C. O.D. OFF OH OPNG OPP	ON CENTER OUTSIDE DIAMETER OFFICE OVERHEAD OPENING OPPOSITE
PARA PART PERF PERM PERP P.I.C. PL P.LAM PLAST PLYWD PR PREFAB PROJ PT PTD	PARALLEL PARTITION PERFORATED PERMANENT PERPENDICULAR PERPENDICULAR PRECAST INSULATED CONC. PLATE PLASTIC LAMINATE PLASTER PLYWOOD PAIR PREFABRICATED PROJECT POINT PAPER TOWEL DISPENSER
R R.D. REF REFR REFR REIN REQ R.H. R.L. RM R.O. R.O.W.	RISER OR RADIUS ROOF DRAIN REFERENCE REFRIGERATOR REINFORCING REQUIRED RIGHT HAND RAIN LEADER ROOM ROUGH OPENING RIGHT OF WAY
S SAN S.C. SCHED SECT SHT SHT SIM SND SPEC SQ S.S. S-ST. STD STL STOR STRUCT ST.S. SUSP SYM	SOUTH SANITARY SOLID CORE SCHEDULE SECTION SHEATHING SHEET SIMILAR SANITARY NAPKIN DISPENSER SPECIFICATIONS SQUARE SANITARY SEWER STAINLESS STEEL STANDARD STEEL STORAGE STRUCTURAL STORM SEWER SUSPENDED SYMMETRICAL
TB TEL. TEMP. TERR. T.&G. THRU T.O. T.O.S. TV TYP	TACKBOARD TELEPHONE TEMPORARY TERRAZZO TONGUE AND GROOVE THROUGH TOP OF (eg CONCRETE) TOP OF STEEL TELEVISION TYPICAL
UL UNFIN	UNDERWRITERS LAB. UNFINISHED
VCT VERT VEST VR	VINYL COMPOSITION TILE VERTICAL VESTIBULE VAPOR RETARDER
W W/ WC WD W/O WP WT	WEST WITH WATER CLOSET WOOD WITHOUT WATERPROOF WEIGHT



GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE MOST RECENTLY ADOPTED EDITION OF THE 2009 INTERNATIONAL BUILDING CODE, INTERNATIONAL MECHANICAL CODE, THE NATIONAL ELECTRICAL CODE, FIRE CODE, AND ALL OTHER LOCAL, CITY OF KENAI AND ALASKA STATE CODE, INTERNATIONAL MECHANICAL CODE, THE NATIONAL LOCAL AND ALASKA STATE CODE, THE INTERNATIONAL ELECTRICAL CODE, FIRE CODE, AND ALL OTHER LOCAL AND ALASKA STATE REQUIREMENTS AND AMENDMENTS.
- ALL DIMENSIONS ARE TO FACE OF FOUNDATION OR FACE OF STUDS UNLESS NOTED OTHERWISE.
- ALL MATERIALS INDICATED SHALL BE NEW UNLESS SPECIFICALLY NOTED AS EXISTING.
- ALL DOORS TO BE OPERABLE FROM THE EXIT SIDE WITHOUT A KEY OR SPECIAL KNOWLEDGE. FINAL SELECTION OF HARDWARE BY OWNER. ALL HARDWARE TO BE ADA COMPLIANT.
- FINAL MECHANICAL AND ELECTRICAL DESIGN TO BE DESIGN-BUILD. INFORMATION SHOWN ON THESE DRAWINGS ARE FOR SCOPING PURPOSE ONLY. ALL ENGINEERING TO BE PER STATE OF ALASKA REQUIREMENTS.
- ALL FINAL FINISHES ARE TO BE SELECTED BY OWNER.

CODE INFORMATION

BUILDING CODE:	2009 INTERNATIONAL BUILDING CODE ADDRESSING EXISTING BUILDINGS INCLUDING ACCEPTED MODIFICATIONS BY CITY OF KENAI DATED 2-24-12	
OCCUPANCY GROUP:	R-2	IBC 304.1
CONSTRUCTION TYPE:	V-B TYPE V CONSTRUCTION ARE ANY MATERIALS PERMITTED BY CODE. NONE OF THE CONSTRUCTION IS FIRE PROTECTED	IBC TABLE 503 IBC TABLE 601
ACTUAL AREA:	230 GROSS S.F. PER UNIT	IBC TABLE 503
BASIC ALLOWABLE AREA/FLOOR:	R-2 7,000 2 STORIES	IBC TABLE 503
FIRE PROTECTION SYSTEM:	NONE	
OCCUPANCY LOAD:	CABINS TOTAL 230/200 = 1.0CC. 1.0CC. 1.0CC.	
EXIT WIDTHS (REQUIRED):	1 x .2 = .20"	
EXIT WIDTH (PROVIDED):	36"	
ELECTRICAL WORK REQUIRED TO COMPLETE EXIT SYSTEMS INCLUDING EXIT SIGNS AND ALARMS ARE BEING SUBMITTED SEPARATELY.		
ACCESSIBILITY:	IBC 3411 REQUIRES COMPLIANCE WITH IBC CHAPTER 11, UNLESS IT IS "PRACTICALLY INFEASIBLE". THE OWNER TAKES RESPONSIBILITY FOR ANY ACCUSATIONS OF DISCRIMINATION TOWARDS DISABILITY AND INTENDS TO COMPLY TO THE AMERICANS WITH DISABILITIES ACT TO ACCOMMODATE ANY DISABLED EMPLOYEES.	

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Wasilla, Alaska 99654-7025
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CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

DRAWING CONVENTIONS

NORTH ARROW	GRID LINES	BUILDING/WALL SECTION	DETAIL	ELEVATION	PARTITION TYPE
WINDOW TYPE	DOOR NUMBER	VERTICAL CONTROL POINT	ROOM INDICATOR	REVISIONS	MATCHLINE

DRAWINGS INDEX

CAT SHEET	TITLE
G 1.01	ABBREVIATIONS, DRAWING INDEX, LOCATION MAP, GENERAL NOTES & DRAWING CONVENTIONS, CODE INFORMATION
G 1.02	PROPOSED SITE PLAN AND CABIN LAYOUT
A 1.01	TYPICAL CABIN FLOOR PLAN, SECTION, & ELEVATIONS
A 1.02	BATHHOUSE BUILDING FLOOR PLAN, SECTION AND ELEVATIONS
S 1.0	GENERAL STRUCTURAL NOTES
S 1.1	TYPICAL STRUCTURAL DETAILS
S 1.2	SCHEDULES & INTERPRETATION OF DRAWINGS
S 2.0	SKID FRAMING PLAN
S 3.0	FRAMING DETAILS
E 0.01	ELECTRICAL LEGEND & SPECIFICATIONS
E 1.01	ELECTRICAL SITE PLAN
E 1.02	FLOOR PLAN, ELECTRICAL & LIGHTING, ONE LINE

Revisions

No.	Description	Date
1	CONTRACTOR MODS	6/3/13
2	CONTRACTOR MODS	6/4/13

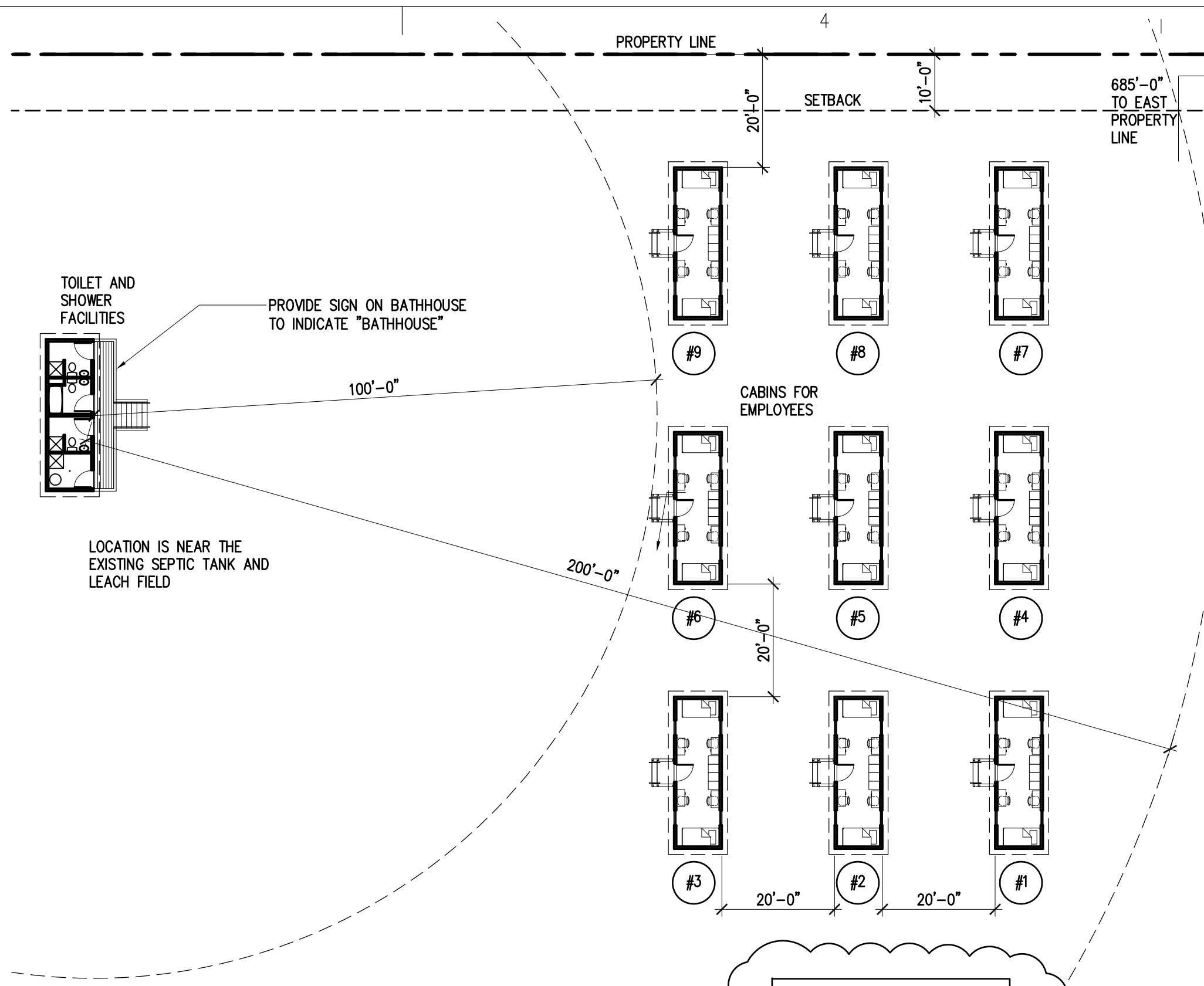
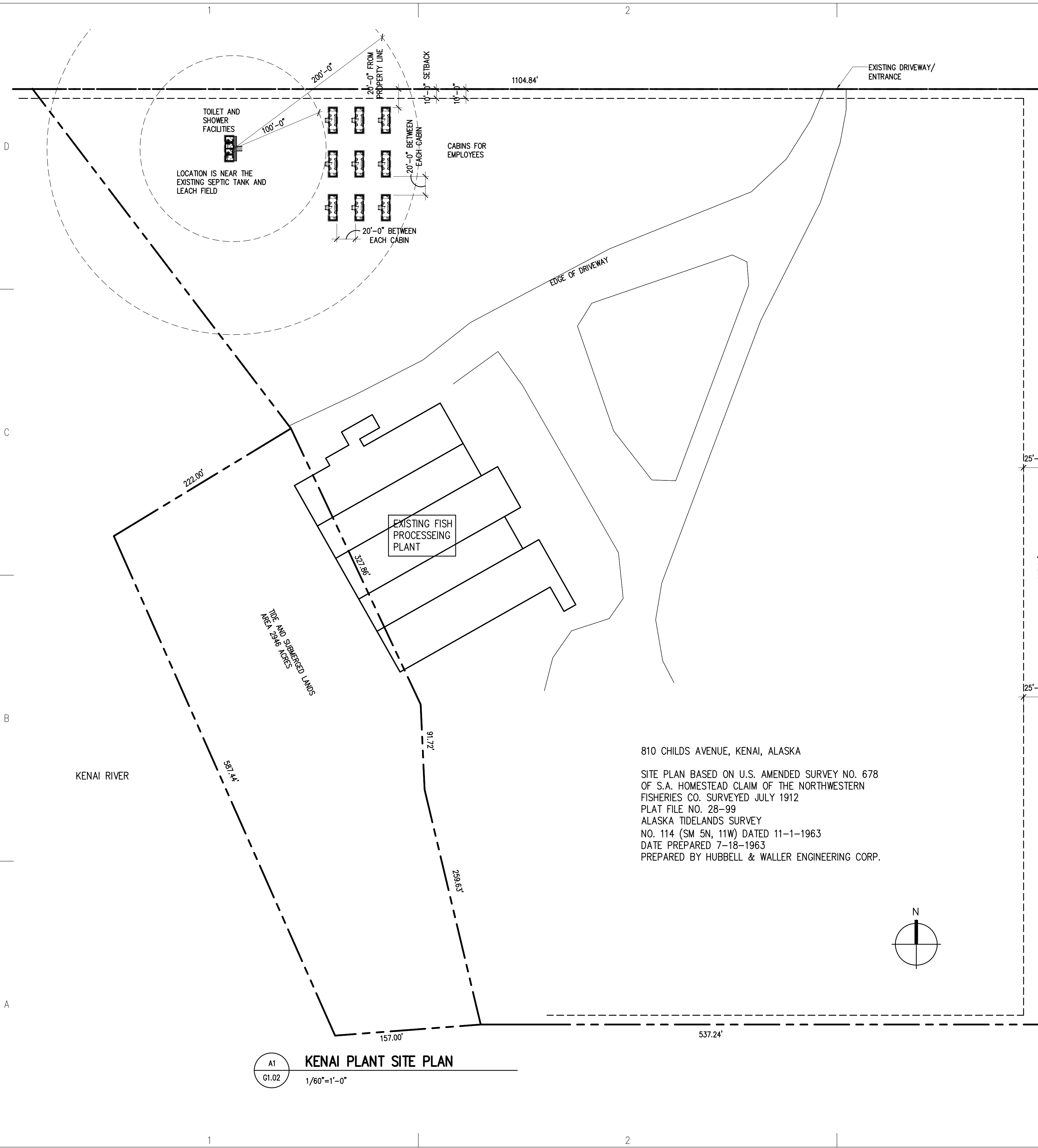
Drawn by AML	Date 5/13/13
Checked JC/MU	Job No. 13004.02

Sheet Contents

ABBREVIATIONS
DRAWING CONVENTIONS
DRAWINGS INDEX

Category	Sheet No.
G	1.01

DRAWING FILE: w:\2013\13004.02 crs seasonal workforce housing kenai.dwg; pl_02_13004.02.dwg
 PLOT DATE: 6/2/2013 12:12 PM



ENLARGED CABIN SITE PLAN
 1/20"=1'-0"

- NOTES:**
1. ALL CABINS MUST BE AT LEAST 20'-0" APART.
 2. THE CABINS ARE NOT ALLOWED TO BE CLOSER THAN 100'-0" TO TOILETS.
 3. THE CABINS ARE NOT ALLOWED MORE THAN 200'-0" FROM TOILETS.

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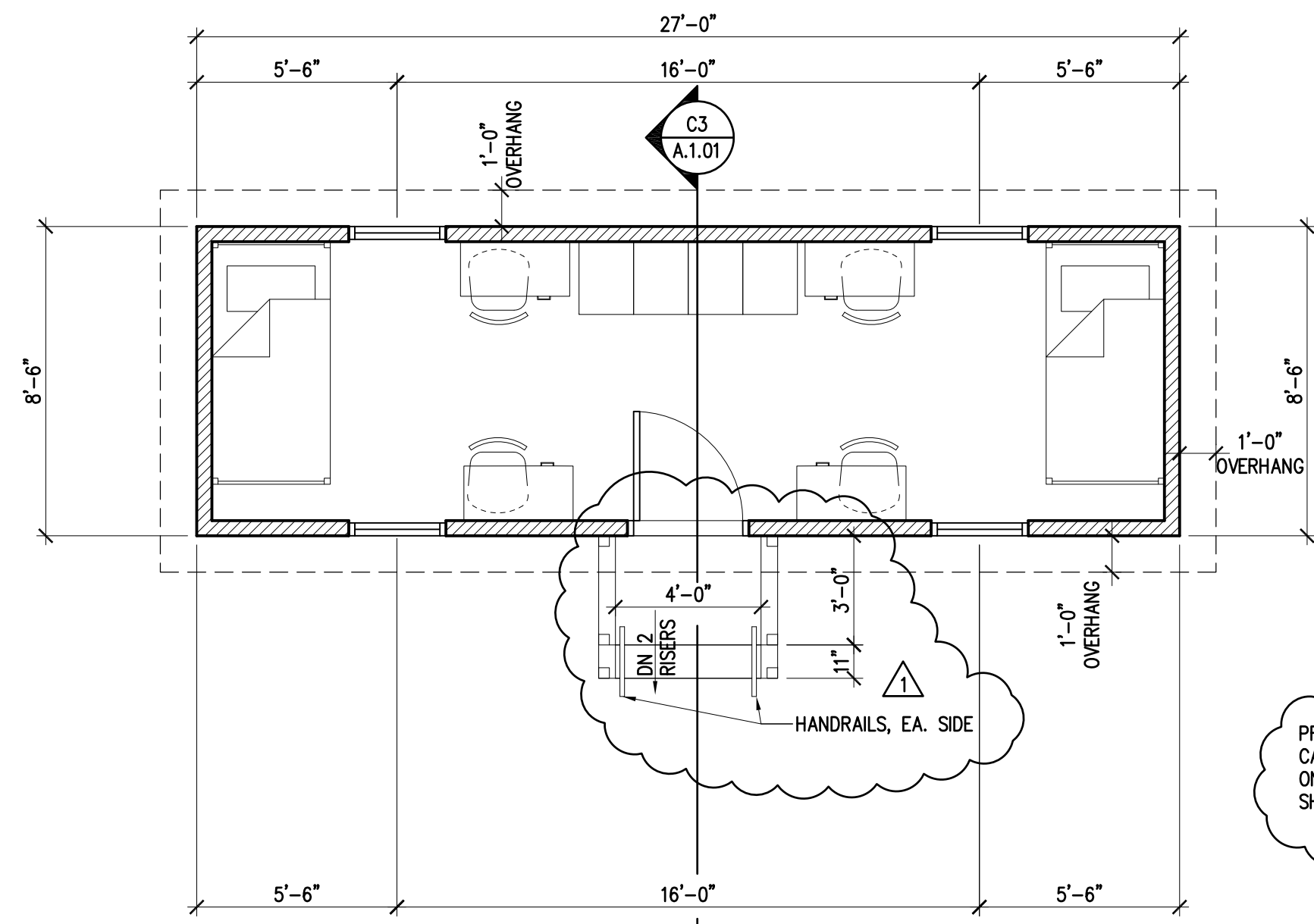
CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
△	CONTRACTOR MODS	6/3/13
△	CONTRACTOR MODS	6/4/13

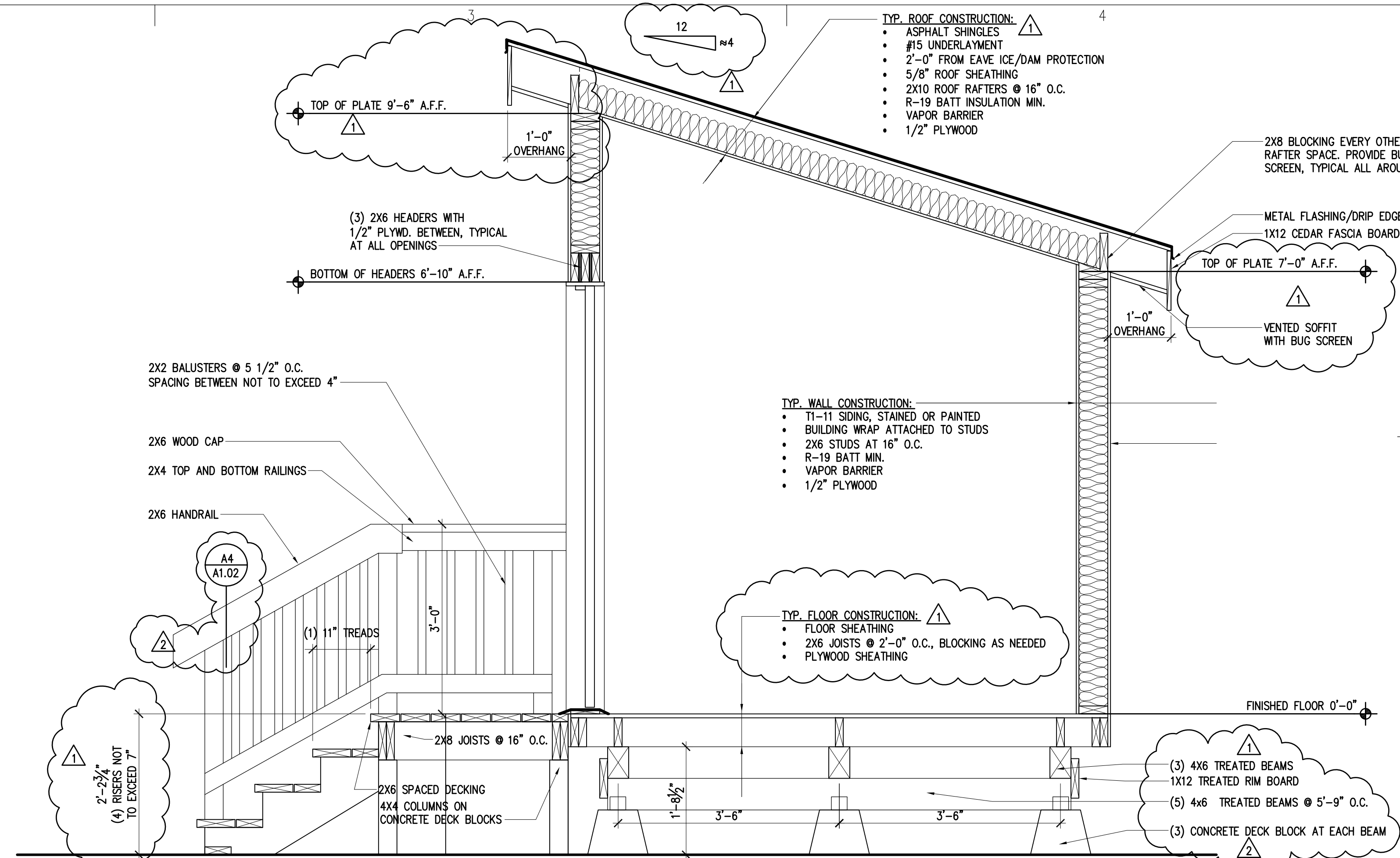
Drawn by AML	Date 5/13/13
Checked ACS	Job No. 13004.02

Sheet Contents
 SITE PLAN WITH
 LOCATIONS OF EMPLOYEE
 CABINS

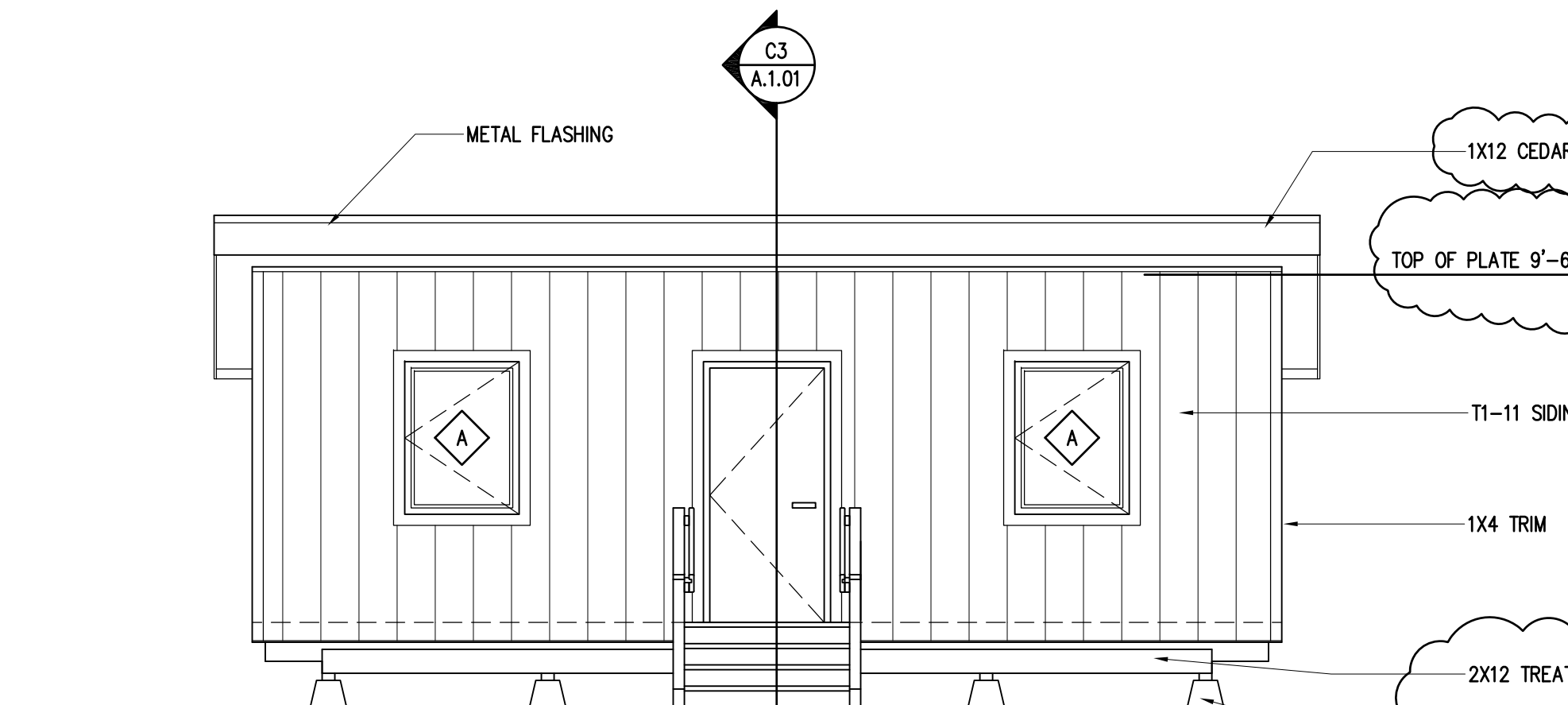
Category G	Sheet No. 1.02
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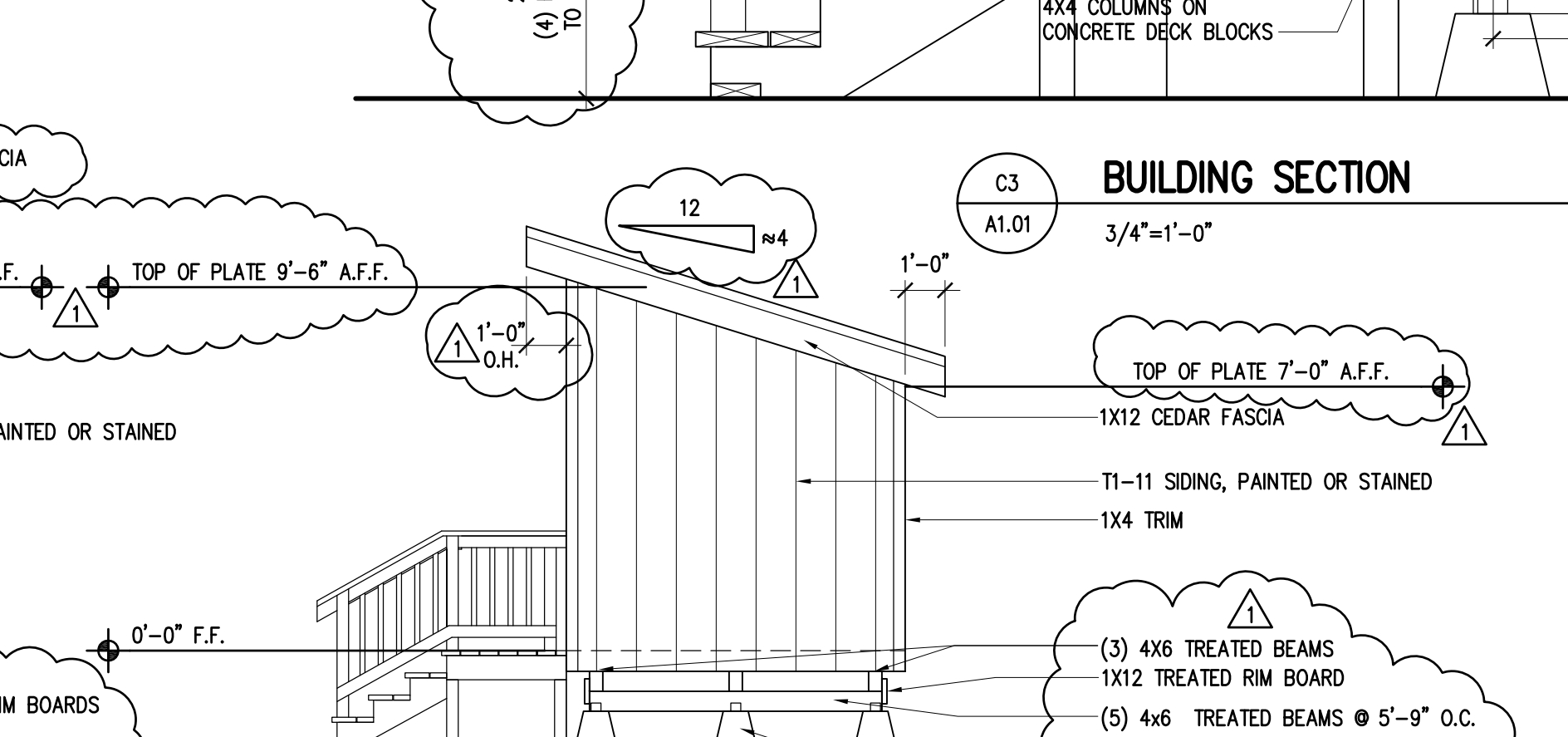
FLOOR PLAN 230 S.F. GROSS / 200.6 S.F. NET
1/4"=1'-0"



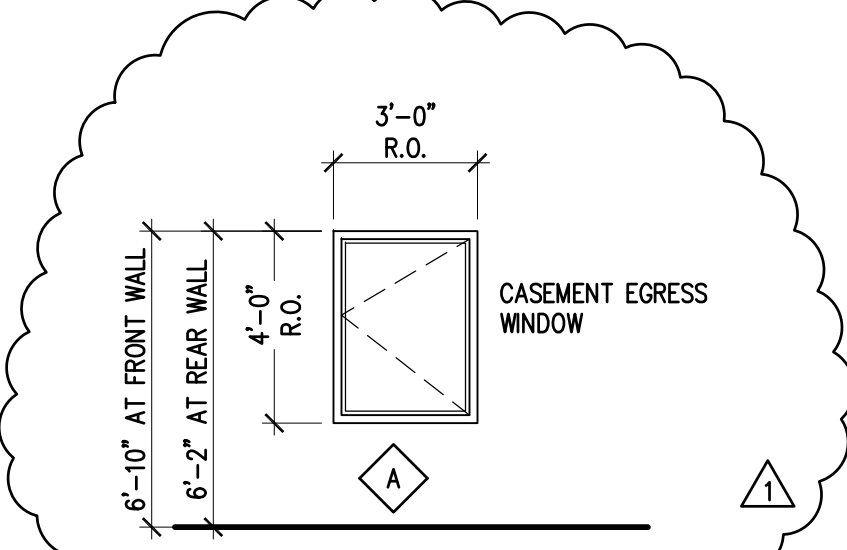
BUILDING SECTION
3/4"=1'-0"



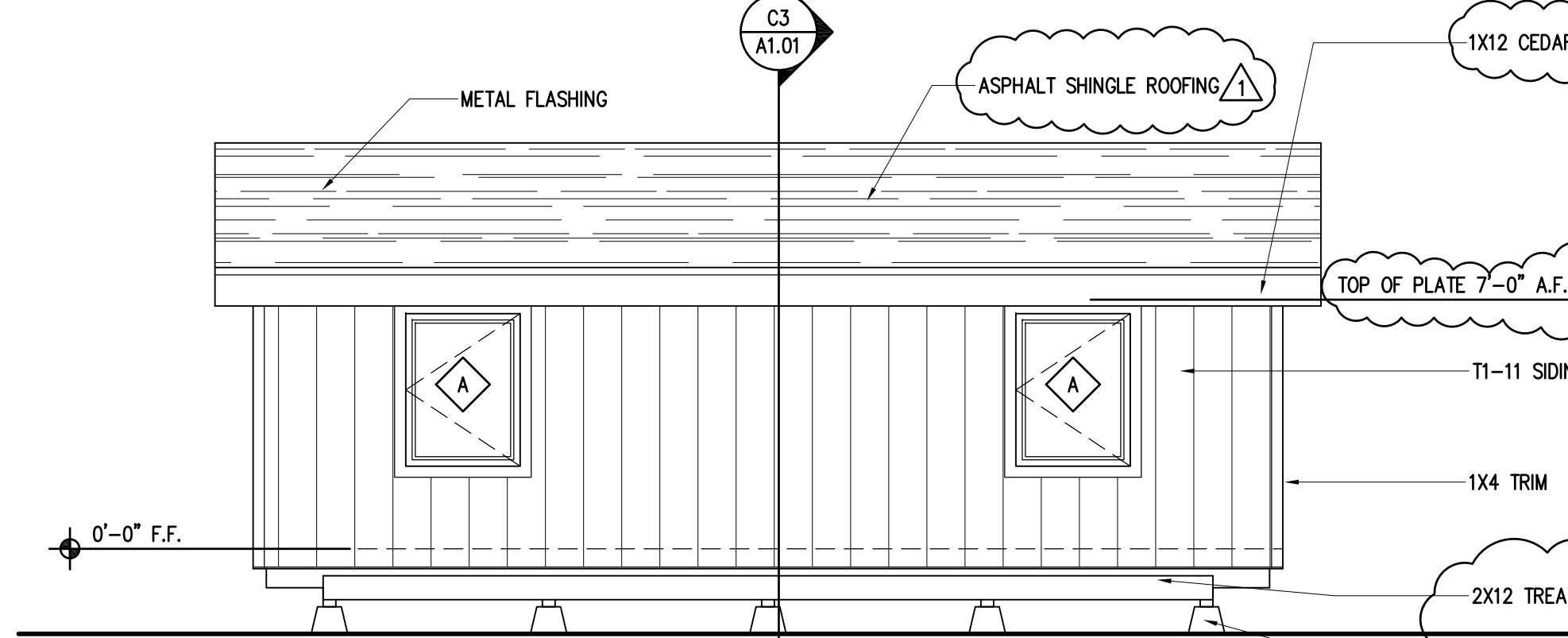
FRONT ELEVATION
1/4"=1'-0"



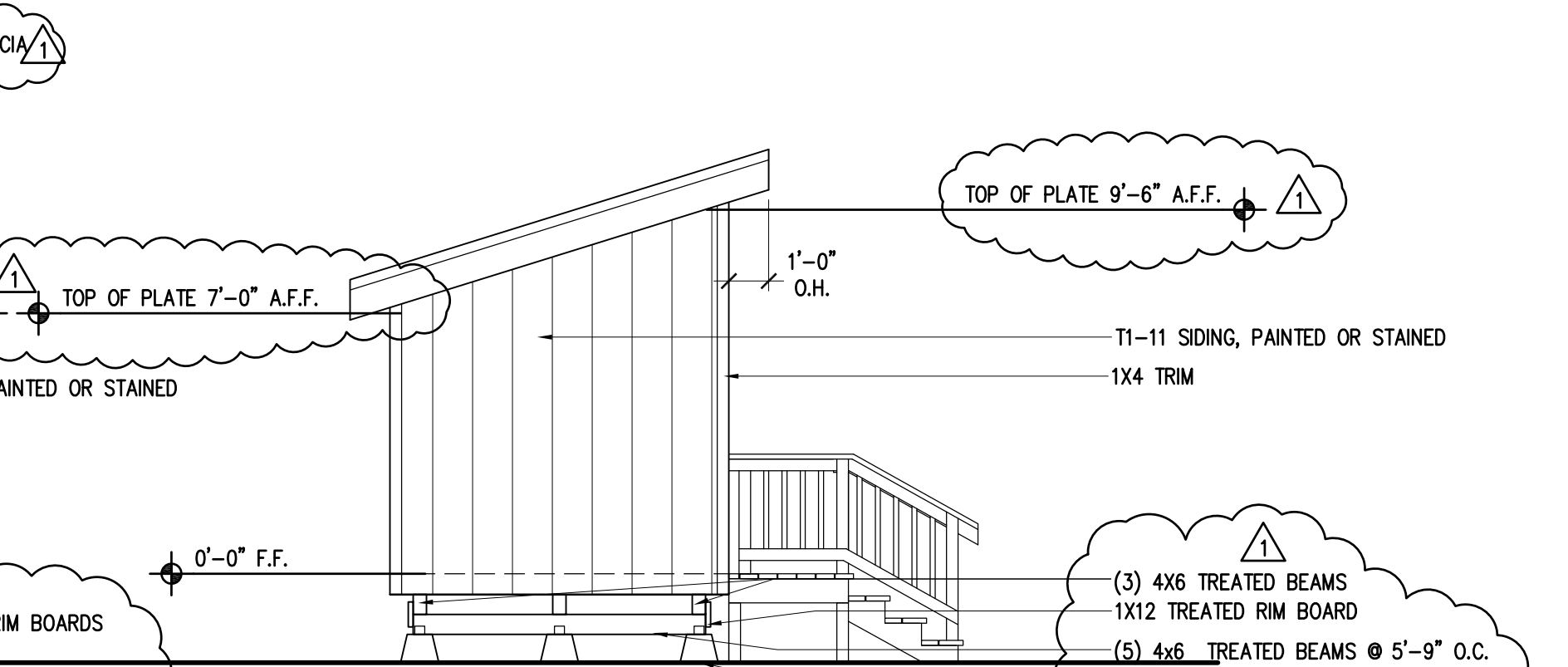
RIGHT SIDE ELEVATION
1/4"=1'-0"



WINDOW SCHEDULE
1/4"=1'-0"



REAR ELEVATION
1/4"=1'-0"



LEFT SIDE ELEVATION
1/4"=1'-0"

- GENERAL NOTES:**
- THE SCOPE OF WORK INCLUDES 9 IDENTICAL CABINS AND A BATH HOUSE. THIS DRAWING REPRESENTS A TYPICAL CABIN.
 - ALL SURFACE ARE FINISHED WITH 1/2" PLYWOOD, IT IS TO MEET ALL THE REQUIREMENTS FOR A CLASS C FINISH FLAME SPREAD OF 76-200 AND SMOKE DEVELOPED INDEX OF 0-450.
 - R-19 BATT INSULATION IN WALLS, FLOORS AND CEILINGS, TYP.
 - ALL WINDOWS ARE DOUBLE PANE VINYL WINDOWS.
 - USE CEDAR OR PRESSURE TREATED LUMBER TO CONSTRUCT ALL STAIRS.
 - DECK, STAIRS, AND RAILINGS TO BE CONSTRUCTED OF CEDAR, OR PRETREATED WOOD.
 - PROVIDE BUG SCREENS FOR ALL WINDOWS. PROVIDE A SCREEN DOOR FOR THE DOOR.

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CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions

No.	Description	Date
1	CONTRACTOR MODS	6/3/13
2	CONTRACTOR MODS	6/4/13

Drawn by AML
Checked JMC
Date 5/13/13
Job No. 13004.02

Sheet Contents
CABIN FLOOR PLAN,
ELEVS, SECTIONS & DETAILS

Category A
Sheet No. 1.01



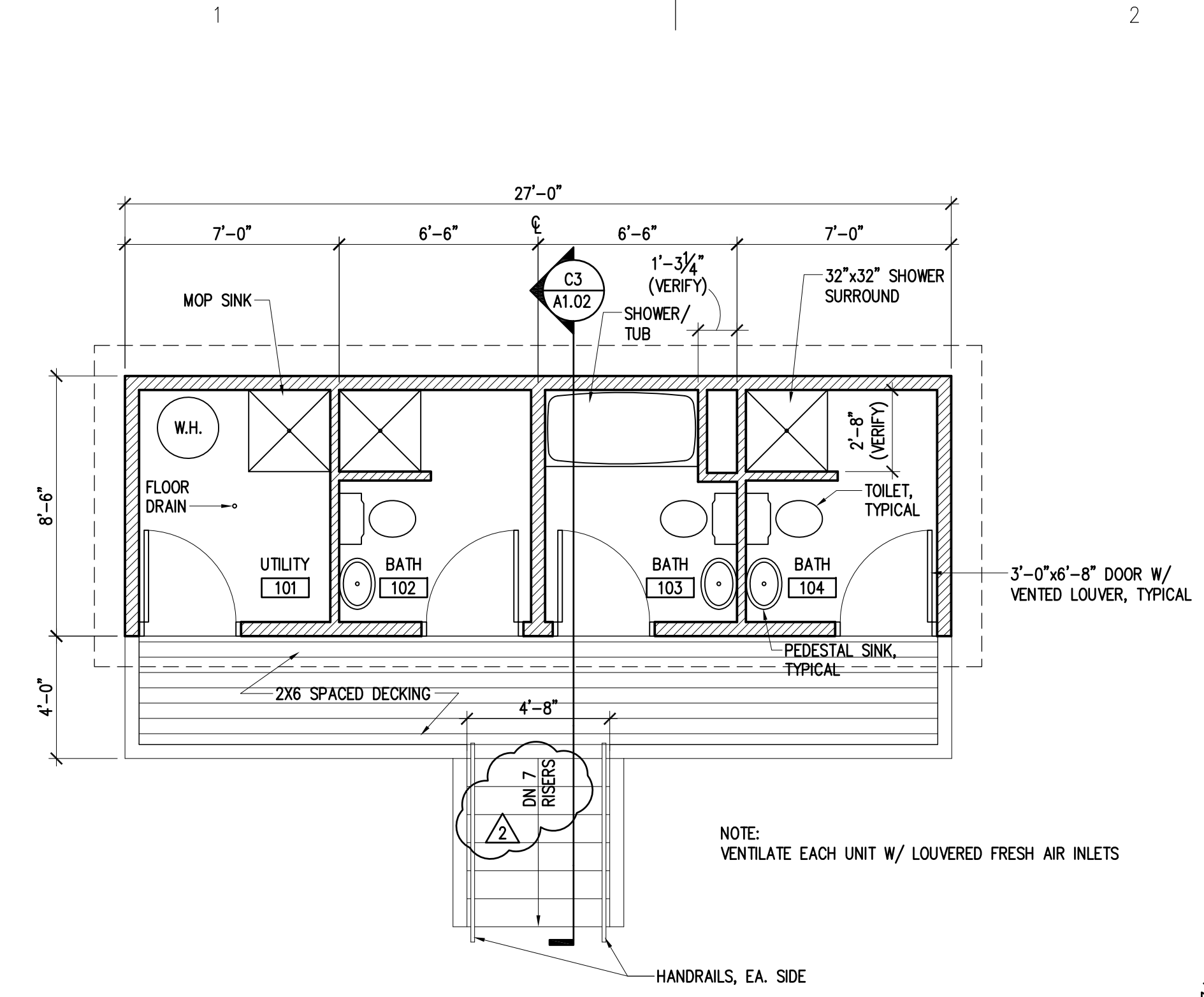
CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
1	CONTRACTOR MODS	6/3/13
2	CONTRACTOR MODS	6/4/13

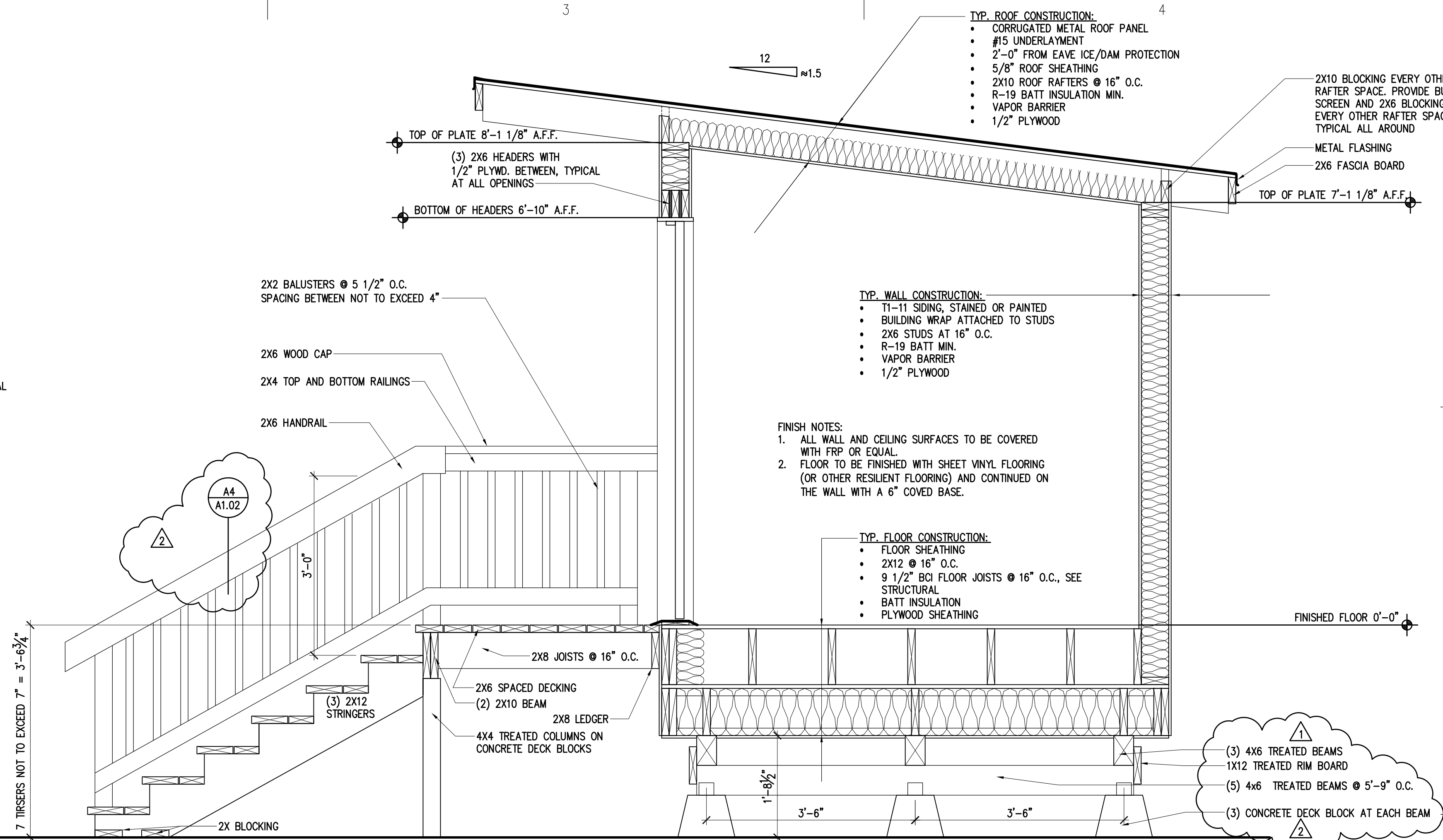
Drawn by		Date	
AML		5/13/13	
Checked		Job No.	
JMC		13004.02	

Sheet Contents
FLOOR PLAN, ELEVATIONS,
SECTIONS & DETAILS

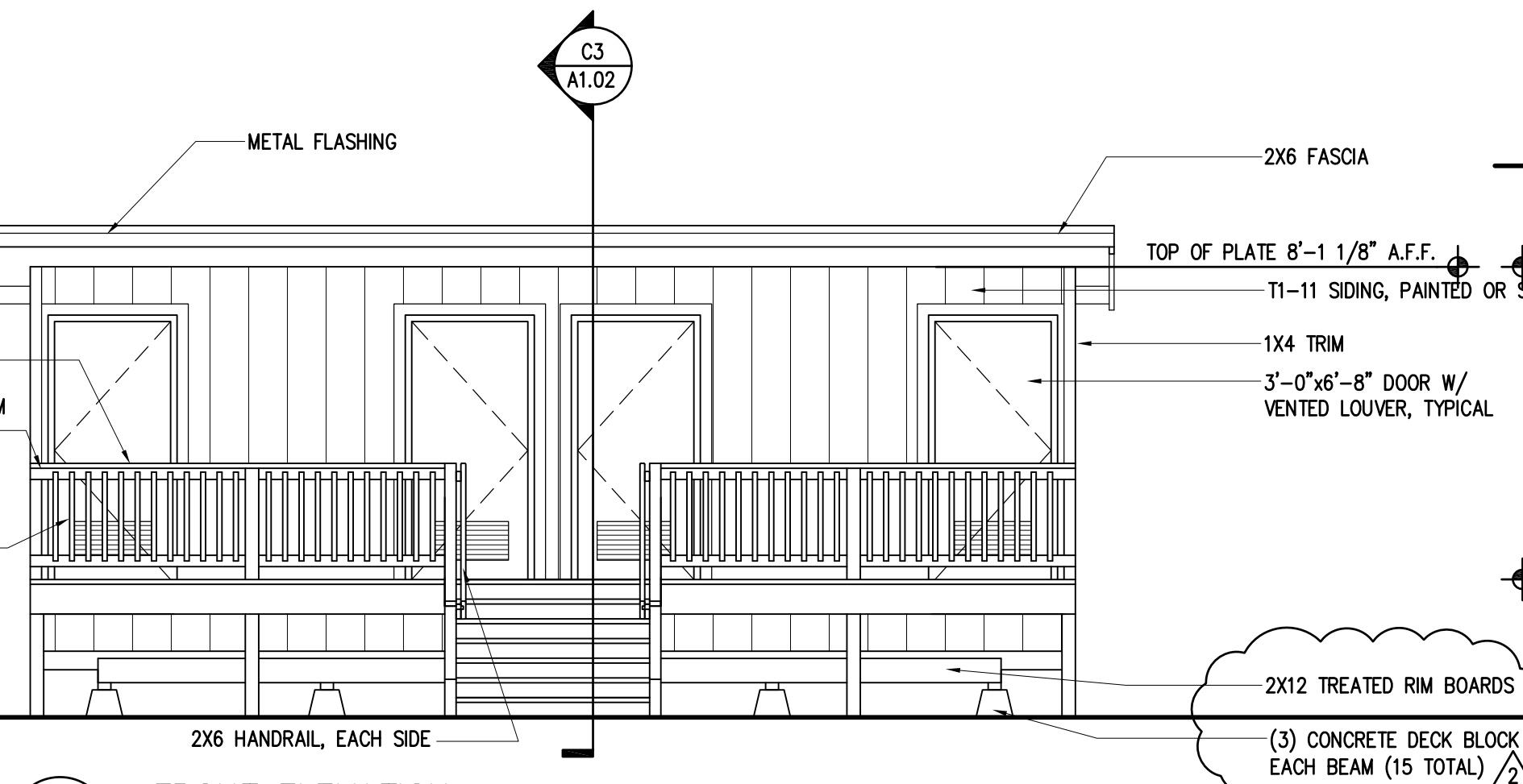
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A	1.02



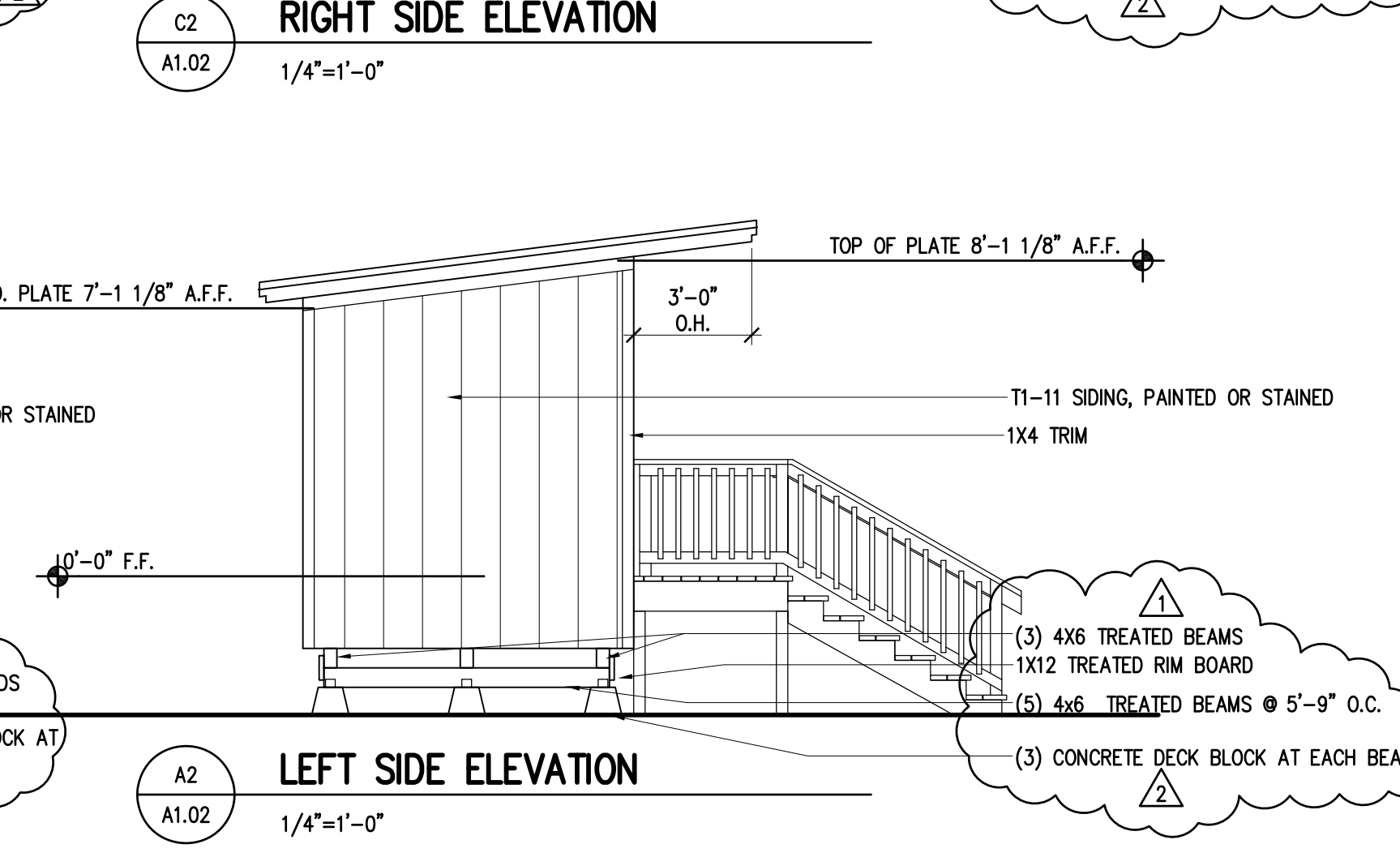
BATH HOUSE FLOOR PLAN 230 S.F. GROSS / 200.6 S.F. NET
1/4"=1'-0"



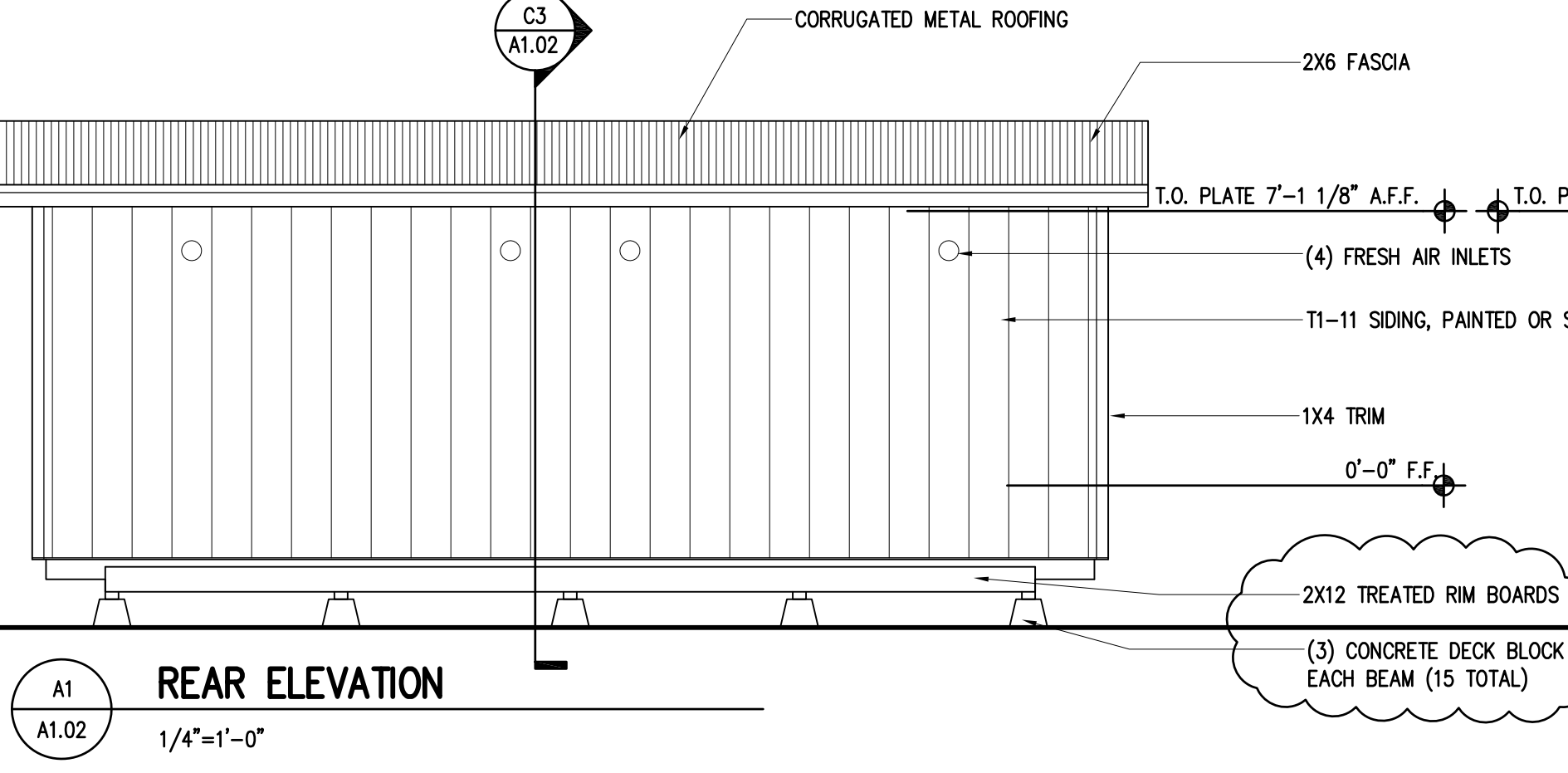
BUILDING SECTION 3/4"=1'-0"
1/4"=1'-0"



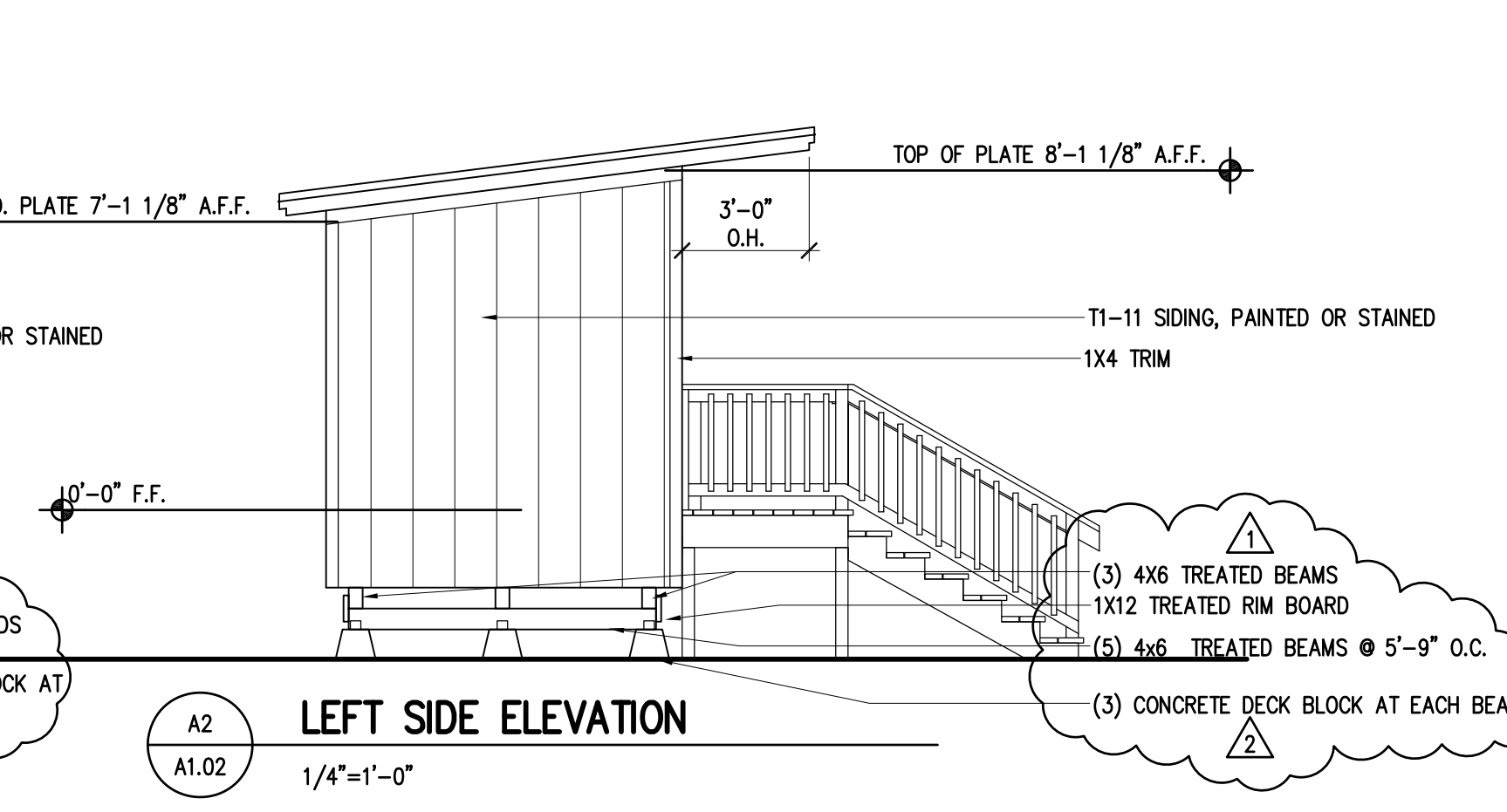
FRONT ELEVATION 1/4"=1'-0"



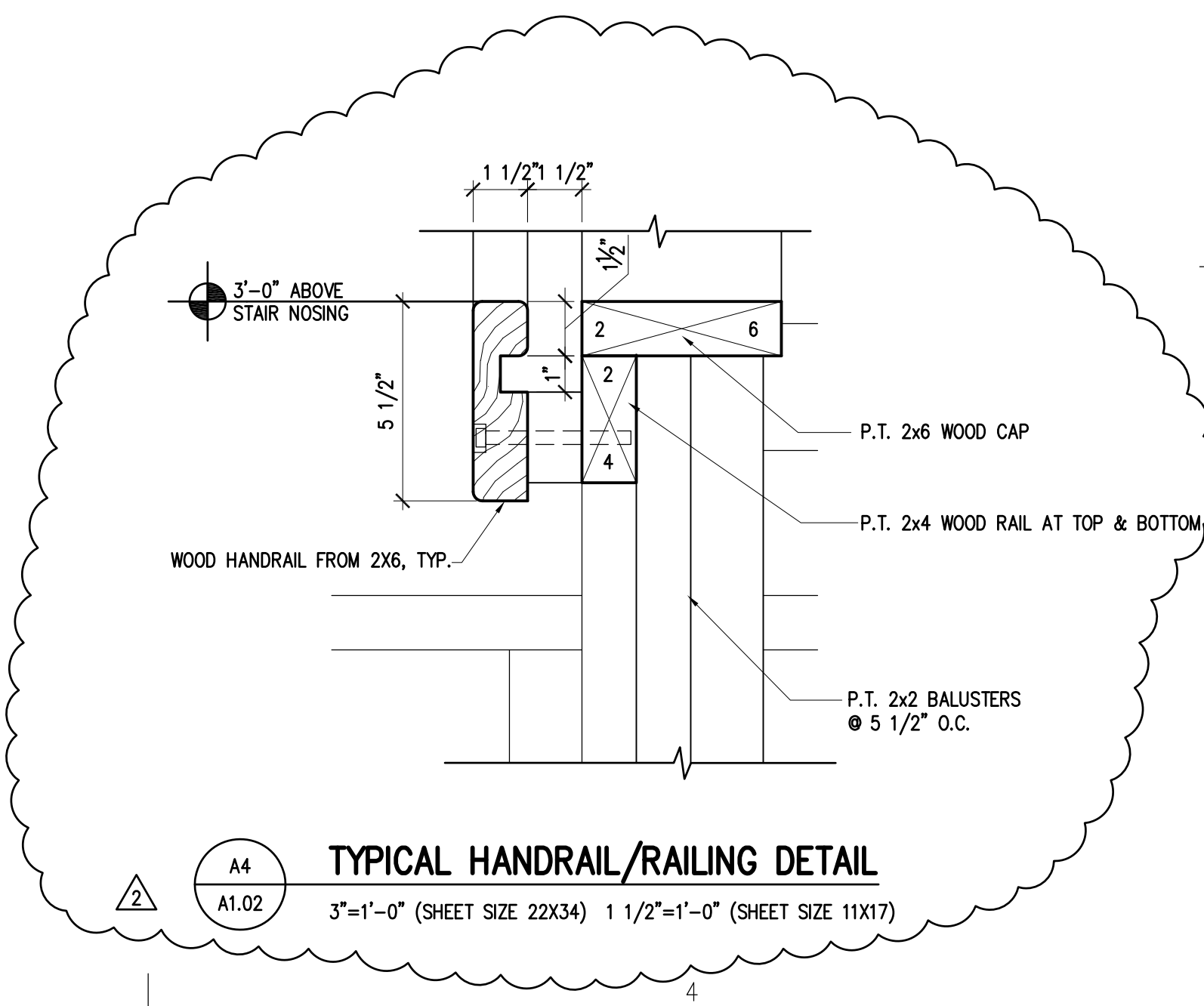
RIGHT SIDE ELEVATION 1/4"=1'-0"



REAR ELEVATION 1/4"=1'-0"



LEFT SIDE ELEVATION 1/4"=1'-0"



TYPICAL HANDRAIL/RAILING DETAIL 3"-1'-0" (SHEET SIZE 22X34) 1 1/2"=1'-0" (SHEET SIZE 11X17)
1/4"=1'-0"

GENERAL

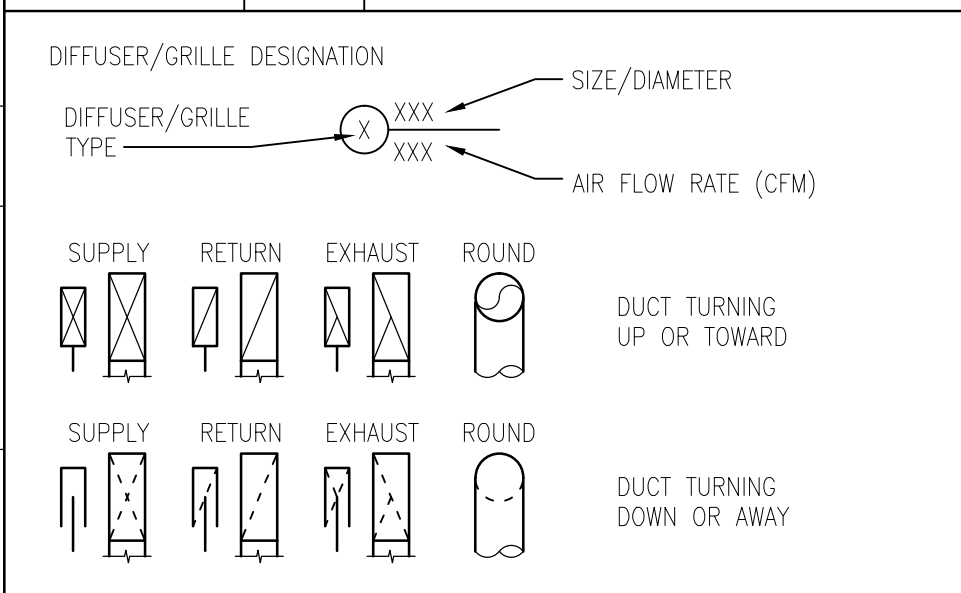
Table with 2 columns: SYMBOL, DESCRIPTION. Includes symbols for sheet note convention, north arrow, detail reference, section reference, equipment symbol, baseboard fin tube designation, air terminal unit tag, point of connection, line convention, and plumbing fixture symbol.

PLUMBING

Table with 3 columns: SYMBOL, ABBR., DESCRIPTION. Lists symbols for cold water, hot water, domestic waste water, domestic vent, trap primer, line break, pipe up/down, and pipe down/tee.

VENTILATION

Table with 3 columns: SYMBOL, ABBR., DESCRIPTION. Lists symbols for slot registers/diffusers, supply/return/exhaust air, air flow arrows, air volume damper, and thermostat.



ABBREVIATIONS

Large table of abbreviations organized in columns. Includes terms like ACCESS DOOR, ABOVE FINISHED FLOOR, AIR HANDLING UNIT, ALTERNATE, AMBIENT, AIR PRESSURE DROP, ACID RESTRAINT, ATMOSPHERE, AUTOMATIC, AVERAGE, AMERICAN WIRE GAUGE, BACKDRIFT DAMPER, BUILDING, BELOW, BOTTOM OF DUCT, BOTTOM OF PIPE, BRITISH THERMAL UNIT, BTU PER HOUR, COMMON, CONDENSATE, CENTER TO CENTER, CAPACITY, END CAP, COUNTER-CLOCKWISE, CUBIC FEET PER MINUTE, CENTER LINE, CEILING, COMPRESSOR, COEFFICIENT, CONDENSER, CENTER, COPPER, CONDENSING UNIT, CUBIC INCH, VALVE FLOW COEFFICIENT, CLOCKWISE, DECIBEL, DRY-BULB TEMPERATURE, DIRECT DIGITAL CONTROL, DEMOLITION, DENSITY, DIAGRAM, DIA OR Ø, DIFFERENCE OR DELTA, DUCTILE IRON PIPE, DOWN, DITTO, DETAIL, DOUBLE WIDTH DOUBLE INLET, DRAWING, EXISTING, EAST, EACH, EXHAUST AIR, ENTERING AIR TEMPERATURE, EXHAUST FAN, EFFICIENCY, EQUIVALENT FEET, EXTERNAL STATIC PRESSURE, EVAPORATOR, EXPANSION.

NOTE: THIS IS A STANDARD LEGEND, SOME OF THE SYMBOLS SHOWN ON LEGEND ARE NOT NECESSARILY ON THE DRAWINGS.

SPECIFICATIONS

PLANS: THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABOR NECESSARY FOR A COMPLETE AND OPERABLE SYSTEM. THE DRAWINGS ARE PARTIALLY DIAGRAMMATIC, NOT NECESSARILY SHOWING ALL OFFSETS OR EXACT LOCATIONS OF PIPING AND DUCTS UNLESS SPECIFICALLY DIMENSIONED. CONTRACTOR SHALL COORDINATE DIFFUSER LOCATIONS WITH ELECTRICAL PLANS AND ARCHITECTURAL REFLECTED CEILING PLANS TO AVOID CONFLICT.

MECHANICAL IDENTIFICATION: PIPING, DUCTWORK, VALVES AND EQUIPMENT SHALL BE PROVIDED WITH IDENTIFICATION. PIPING, CONCEALED OR EXPOSED, SHALL BE LABELED INDICATING SERVICE AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. CONCEALED DUCTWORK SHALL BE LABELED WITH PAINTED STENCIL, INDICATING FAN SYSTEM AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. VALVES SHALL BE LABELED WITH TAGS INDICATING SERVICE AND VALVE NUMBER CORRESPONDING TO A VALVE DIRECTORY TO BE DELIVERED TO THE OWNER. EQUIPMENT SHALL BE LABELED WITH PLASTIC NAMEPLATES.

INSULATION: ABOVEGROUND COLD WATER AND HOT WATER PIPING SHALL BE INSULATED WITH ONE INCH PRE-FORMED FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER JACKET AND PREMANUFACTURED PLASTIC FITTING INSULATION. UNDERGROUND COLD WATER PIPING SHALL BE INSULATED WITH 1/2" CLOSED CELL FOAM INSULATION. PLUMBING VTR'S SHALL BE INSULATED WITH ONE INCH PRE-FORMED FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER JACKET DOWN TO 3" WITHIN THE BUILDING. EXHAUST DUCTWORK SHALL BE INSULATED WITH 1" RIGID FIBERGLASS INSULATION WITH FACTORY APPLIED VAPOR BARRIER WITH FOIL SCRIM FACING OR CANVAS COVERING, TO A POINT 10 FEET WITHIN THE BUILDING. HANDICAPPED ACCESSIBLE SINK P-TRAPS, COLD AND HOT WATER PIPING SHALL BE INSULATED WITH PRE-MANUFACTURED INSULATION SYSTEMS.

ELECTRICAL WORK: ALL ELECTRICAL WORK IS TO BE PERFORMED BY A LICENSED ELECTRICIAN.

WARRANTY: ALL WORK PERFORMED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM ACCEPTANCE. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.

EQUIPMENT SUBSTITUTIONS: ALL EQUIPMENT LISTED IS REPRESENTATIVE OF THE STANDARD OF QUALITY AND PERFORMANCE REQUIRED. "OR EQUAL" SUBSTITUTIONS WILL BE CONSIDERED IF THE SUBSTITUTES ARE SHOWN TO BE EQUAL OR BETTER QUALITY, INCLUDING EFFICIENCY OF PERFORMANCE, SIZE AND WEIGHT. IT IS THE CONTRACTORS RESPONSIBILITY TO ENSURE ALL SUBSTITUTIONS WILL PHYSICALLY FIT IN THE SPACES PROVIDED.

ACCESS: PROVIDE WORKABLE ACCESS TO ALL SERVICEABLE AND/OR OPERABLE EQUIPMENT. PROVIDE ACCESS DOOR OF REQUIRED RATING FOR ACCESS TO ALL SERVICEABLE AND/OR OPERABLE EQUIPMENT LOCATED ABOVE HARD CEILING OR IN WALLS.

DUCT TURNING: PIPING SLEEVES THROUGH FIRE RATED ASSEMBLIES SHALL BE PREMANUFACTURED, UL LISTED ASSEMBLIES. PIPING SLEEVES THROUGH NON FIRE RATED ASSEMBLIES SHALL BE 18 GAUGE GALVANIZED STEEL.

SEISMIC RESTRAINT: PIPING AND DUCTWORK SYSTEMS SHALL BE SEISMICALLY RESTRAINED IN ACCORDANCE WITH SMACNA GUIDELINES FOR SEISMIC RESTRAINT. EQUIPMENT, PIPING AND DUCTWORK SYSTEMS SHALL BE SEISMICALLY RESTRAINED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE, 2009 EDITION, SECTION 1621 AS REQUIRED BY THE INTERNATIONAL MECHANICAL CODE, 2009 EDITION, SECTION 301. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SEISMIC RESTRAINT DESIGN FOR ALL PIPING, DUCTWORK AND EQUIPMENT USING PREMANUFACTURED SYSTEMS, AMBER BOOTH OR EQUAL, OR BY RETAINING THE SERVICES OF A PROFESSIONAL STRUCTURAL ENGINEER LICENSED BY THE STATE OF ALASKA. THE CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING CALCULATIONS TO THE MUNI AS REQUIRED FOR REVIEW AND APPROVAL BASED ON ACTUAL PIPING LAYOUT, ACTUAL DUCT LAYOUT AND ACTUAL EQUIPMENT TO BE USED ON THE PROJECT.

MECHANICAL IDENTIFICATION: PIPING, DUCTWORK, VALVES AND EQUIPMENT SHALL BE PROVIDED WITH IDENTIFICATION. PIPING, CONCEALED OR EXPOSED, SHALL BE LABELED INDICATING SERVICE AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. CONCEALED DUCTWORK SHALL BE LABELED WITH PAINTED STENCIL, INDICATING FAN SYSTEM AND FLOW DIRECTION, AT NOT LESS THAN 20 FEET ON CENTER AND AT EACH SIDE OF WALL, FLOOR, CEILING PENETRATIONS. VALVES SHALL BE LABELED WITH TAGS INDICATING SERVICE AND VALVE NUMBER CORRESPONDING TO A VALVE DIRECTORY TO BE DELIVERED TO THE OWNER. EQUIPMENT SHALL BE LABELED WITH PLASTIC NAMEPLATES.

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PLUMBING FIXTURE SCHEDULE

Table with columns: SYMBOL, FIXTURE, CW, HW, WASTE, VENT, TRAP, COLOR, TRIM/REMARKS. Lists items like WATER CLOSET FLOOR MOUNT, LAVATORY WALL MOUNT, SHOWER, BATHTUB, SERVICE SINK, FLOOR DRAIN with connection sizes.

FAN SCHEDULE

Table with columns: SYMBOL, MFGR/MODEL, SERVICE, TYPE, CFM, TSP (IN. WG), INPUT MBH (HP, VOLTS/PH), DRIVE, REMARKS. Lists BATH EXHAUST fan with connection sizes.

EQUIPMENT LIST

Table with columns: EQUIPMENT, MODEL, MAKE, SPECIFICATIONS. Lists TANKLESS WATER HEATER (WH-1) with model TAKAGI MOBIUS T-M50, 8.5GPM @ 80°F TEMP RISE, 5"Ø DIRECT VENT E/A AND C/A, 380MBH INPUT, PROPANE MIN PRESS 8"WC., MAX PRESS 14"WC.

GENERAL NOTES

- 1. THE MECHANICAL PLANS ARE DIAGRAMMATIC AND PROVIDE GENERAL ARRANGEMENT AND SIZING OF SYSTEMS ONLY.
2. SCHEDULED EQUIPMENT MANUFACTURERS, MODELS, AND CAPACITIES ARE INTENDED TO INDICATE A LEVEL OF QUALITY AND MAY BE SUBSTITUTED.
3. MECHANICAL EQUIPMENT SHALL BE INSTALLED TO ALLOW MINIMUM ACCESS AS REQUIRED BY MANUFACTURER.
4. CONCEALED MECHANICAL EQUIPMENT REQUIRING MAINTENANCE SHALL BE MADE ACCESSIBLE THROUGH REMOVABLE CEILING TILES, ACCESS DOORS, OR PANELS AS APPLICABLE.
5. FIRESTOP ALL PIPING AND DUCTWORK PENETRATIONS THROUGH FIRE RATED WALLS, FLOORS, AND SHAFTS.
6. ALL DUCTWORK SHALL BE LOW PRESSURE CLASSIFICATION AS APPLICABLE PER SMACNA STANDARDS AND FABRICATED AS SUCH IN ACCORDANCE WITH SMACNA FABRICATION REQUIREMENTS.
7. ALL EQUIPMENT REQUIRING MAINTENANCE SHALL BE PROVIDED WITH ISOLATION VALVES, UNIONS OR FLANGES.

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ENGINEERS, INC. logo and contact information: 700 W INTERNATIONAL AIRPORT RD., Anchorage AK, 99516, 888.258.CENR(7344) Local: 907.268.4154

STATE OF ALASKA 49 TH seal and license information for Jennifer W. Hammer, Registered Professional Engineer, No. 12333, Exp. 05/28/13.

CRS KENAI BATH HOUSE AND EMPLOYEE CABINS 810 CHILDS AVE., KENAI, ALASKA

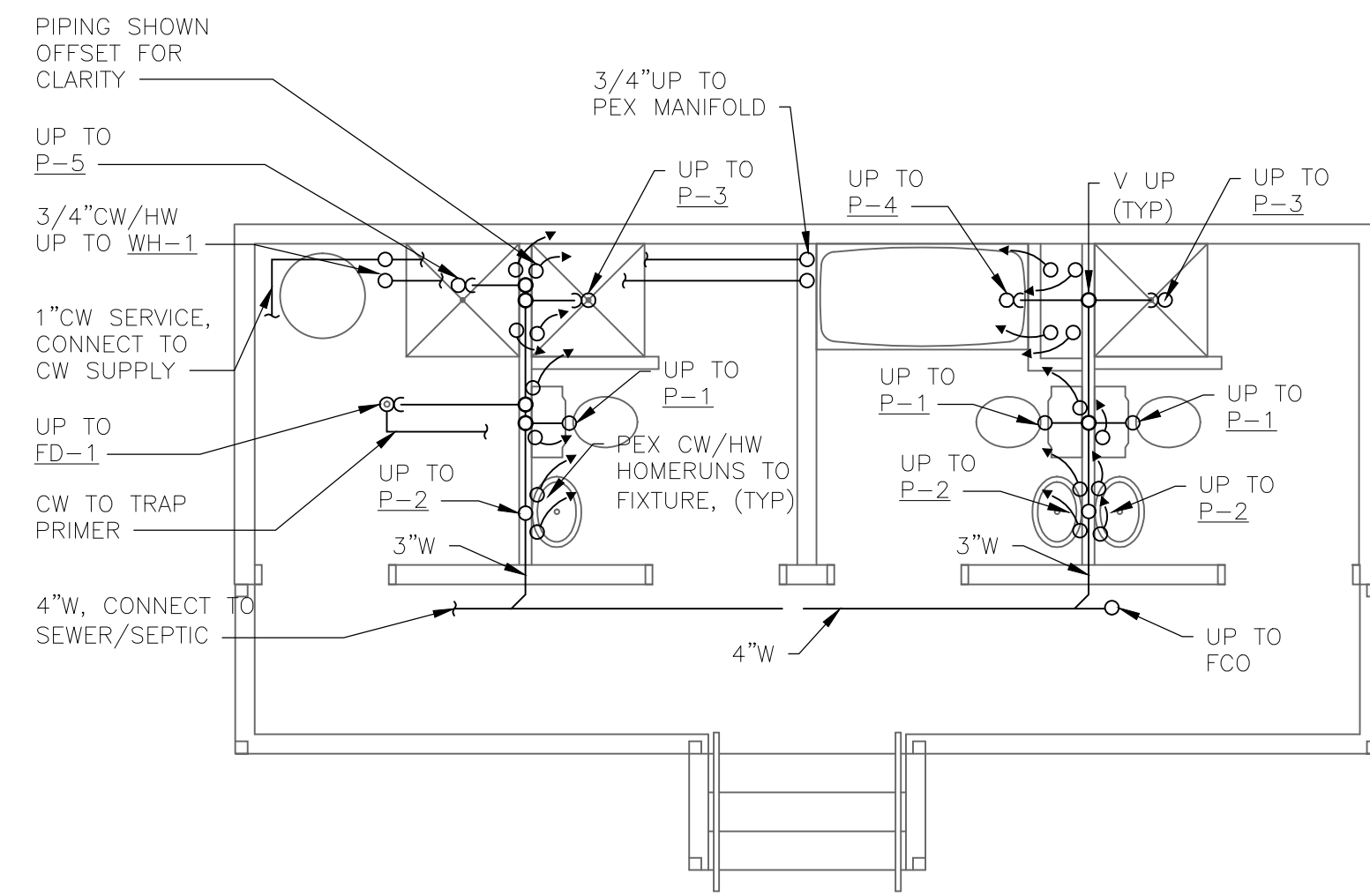
Revisions table with columns: No., Description, Date. Includes entries for changes to BDD and grille integration.

Table with columns: Drawn by (JKK), Date (03/11/2013), Checked (JKK), Job No. (Q13006).

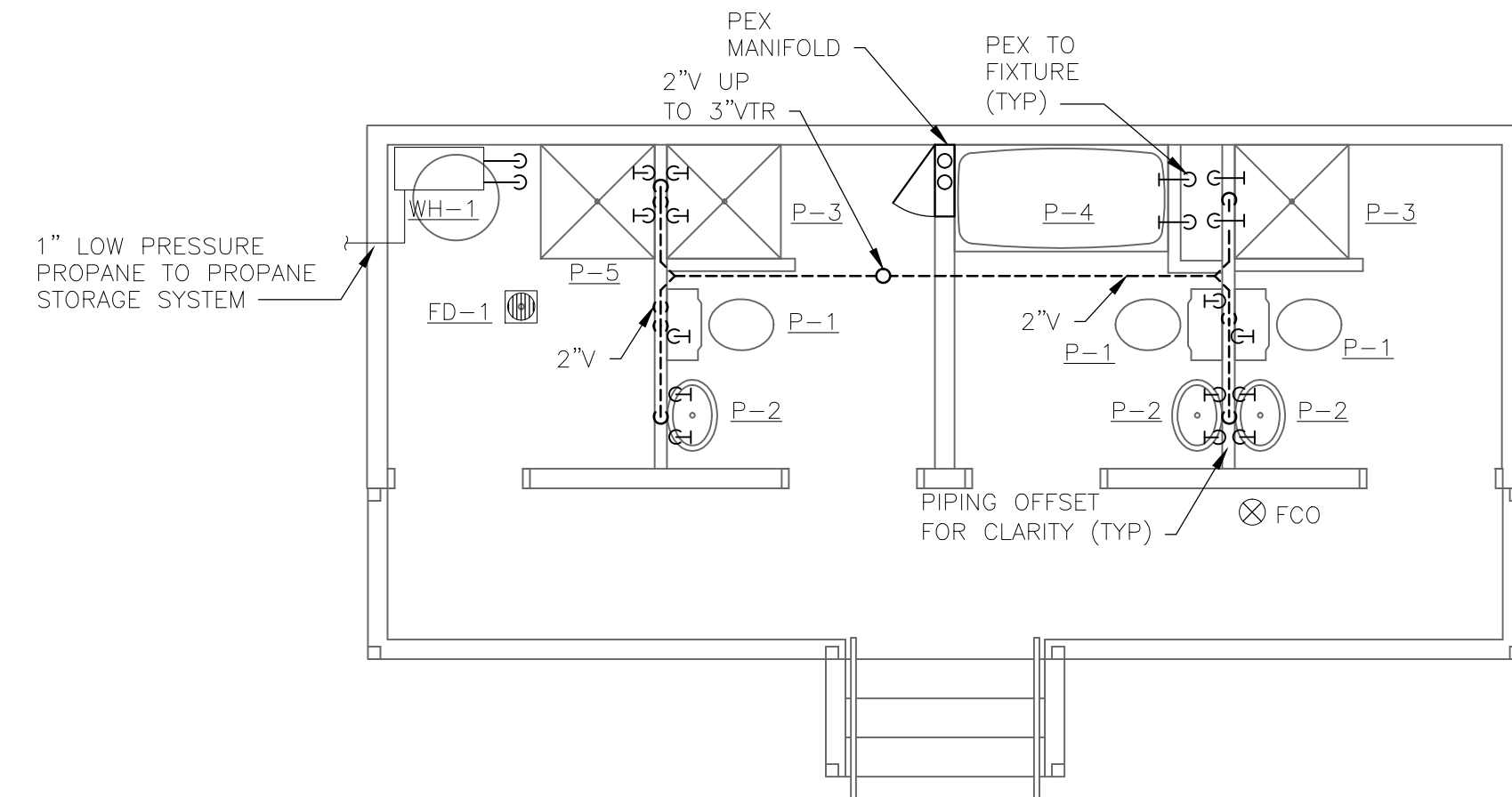
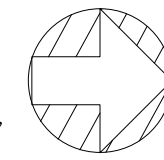
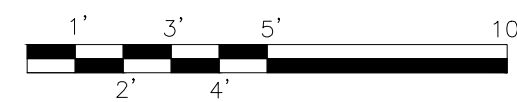
Sheet Contents: MECHANICAL LEGEND AND SPECIFICATIONS

Category: M, Sheet No.: 001

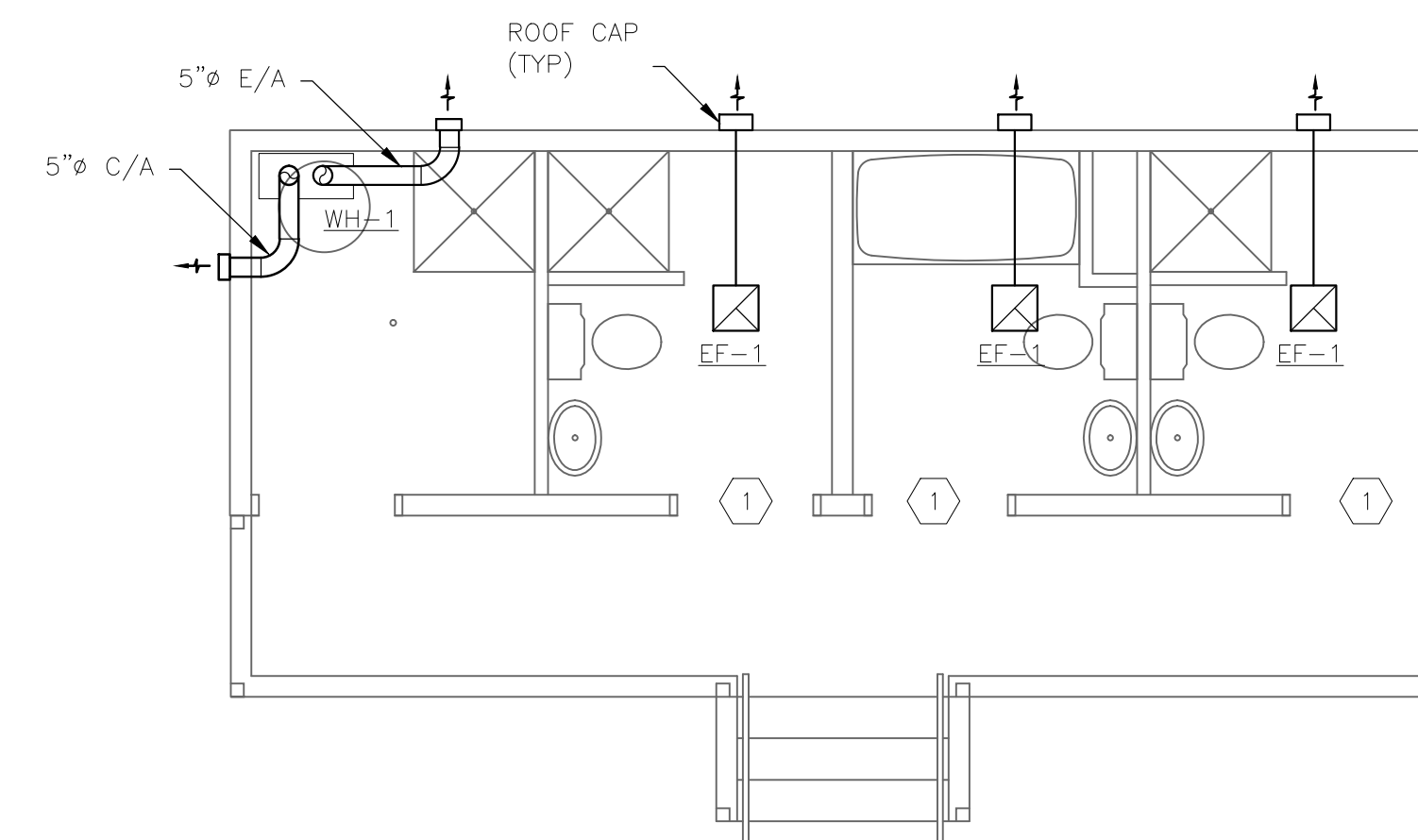
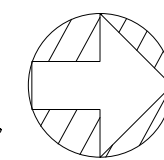
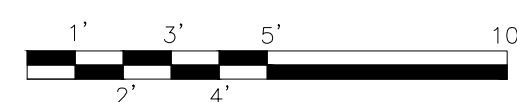
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1 BATHHOUSE UNDERFLOOR PLUMBING
1/4" = 1'-0"



2 BATHHOUSE FIRST FLOOR PLUMBING
1/4" = 1'-0"



3 BATHHOUSE FIRST FLOOR VENTILATION
1/4" = 1'-0"

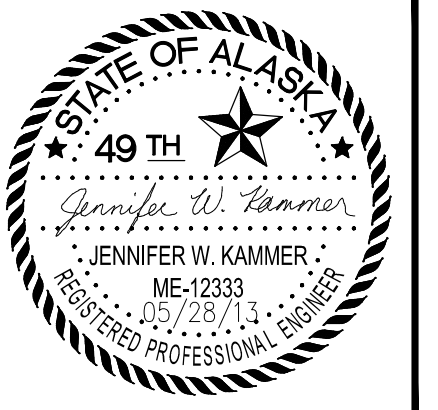
- ### SHEET NOTES
- 1 UNDERCUT DOORS A MINIMUM 1/2" TO ALLOW TRANSFER AIR.
 - 2 ALL UNDERFLOOR HW, CW PIPING TO BE INSULATED WITH A MINIMUM 1" PIPE INSULATION.
 - 3 SLEEVE AND SEAL ALL PIPING PENETRATIONS THROUGH FIREWALLS AND/OR RATED FLOORS IN ACCORDANCE WITH LOCAL CODE.
 - 4 ALL WASTE PIPING TO BE SLOPED AT 1/4" PER FOOT IN THE DIRECTION OF FLOW.
 - 5 PIPING LAYOUT IS DIAGRAMMATIC AND NOT INTENDED TO REPRESENT EXACT LAYOUT, ONLY APPROXIMATE ROUTING AND APPLICABLE SIZE.
 - 6 PROVIDE CLEANOUTS AS REQUIRED BY CODE.
 - 7 ALL PING BETWEEN MANIFOLD AND FIXTURES TO BE PEX. ALL PIPING BELOW FLOOR TO BE RUN AS CLOSE TO THE FLOOR AS POSSIBLE, ON THE WARM SIDE OF THE INSULATION.



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CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date

Drawn by TR	Date 03/11/2013
Checked JWK	Job No. Q13006

Sheet Contents
BATH HOUSE,
MECHANICAL

Category M	Sheet No. 100
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PLOT DATE: 5/28/2013 1:07 PM

GENERAL	
SYMBOL	DESCRIPTION
	SHEET NOTE CONVENTION: REFERENCED SHEET NOTE GENERAL SHEET NOTE
	FEEDER IDENTIFICATION TAG FEEDER NUMBER
	DETAIL REFERENCE DETAIL NUMBER SHEET WHERE DETAIL APPEARS
	SECTION REFERENCE SECTION NUMBER SHEET WHERE SECTION APPEARS
	LINE WORK CONVENTION: NEW OR REINSTALLED ITEM ITEM TO BE DEMOLISHED EXISTING ITEM TO REMAIN FUTURE ITEM EXISTING ITEM TO BE RELOCATED
	CONDUIT/FEEDER LINE CONVENTION: CONCEALED UNDERGROUND OR CONCEALED IN FLOOR EXPOSED FLEXIBLE CONDUIT
	CIRCUITING CONVENTION CIRCUIT NUMBER(S) PANEL BRANCH CIRCUIT HOMERUN TO PANELBOARD NUMBER OF MARKS INDICATE NUMBER OF CONDUCTORS IN RACEWAY, NOT COUNTING GROUNDING CONDUCTORS. (ABSENCE OF MARKS INDICATE TWO CONDUCTORS, PLUS ANY REQUIRED GROUNDS) NUMBER OF ARROWS INDICATE NUMBER OF CIRCUITS UNSWITCHED CONDUCTORS SHOWN ON HOMERUN SIDE OF NEUTRAL NEUTRAL SWITCHED CONDUCTORS SHOWN ON LOAD SIDE OF NEUTRAL
ABBREVIATIONS AFF ABOVE FINISHED FLOOR AFG ABOVE FINISHED GRADE APPROX APPROXIMATE AHJ AUTHORITY HAVING JURISDICTION CKT CIRCUIT CONDUIT CONDUIT ONLY CU COPPER D DEMOLISH DB DECIBEL EL EMERGENCY LIGHT ELU EMERGENCY LIGHTING UNIT ENL EMERGENCY NIGHT LIGHT (E) EXISTING (F) FUTURE HZ FREQUENCY HP HORSEPOWER IAW IN ACCORDANCE WITH KVA KILO VOLT-AMPS KW KILOWATT MDS MAIN DISTRIBUTION SWITCHBOARD MIN MINIMUM NEC NATIONAL ELECTRICAL CODE NFPA NATIONAL FIRE PROTECTION ASSOCIATION NL NIGHT LIGHT NC NORMALLY CLOSED NO NORMALLY OPEN N/A NOT APPLICABLE NIC NOT IN CONTRACT NTS NOT TO SCALE OFCI OWNER FURNISHED, CONTRACTOR INSTALLED OFOI OWNER FURNISHED, OWNER INSTALLED PH PHASE (ELECTRICAL) PLC PROGRAMMABLE LOGIC CONTROLLER PMCS POWER MONITORING CONTROL SYSTEM SMR SURFACE MOUNTED RACEWAY SPD SURGE PROTECTIVE DEVICE TCS TERMINAL CONSTRUCTION STANDARDS TR TELECOMMUNICATION ROOM TYP TYPICAL UON UNLESS OTHERWISE NOTED VR VANDAL RESISTANT VSD VARIABLE SPEED DRIVE VAC VOLTS (ALTERNATING CURRENT) VDC VOLTS (DIRECT CURRENT) V VOLTS OR VOLTAGE W WAT WP WEATHERPROOF WG WIRE GUARD	

NOTE: THIS IS A STANDARD LEGEND. NOT ALL SYMBOLS NECESSARILY APPEAR ON THE DRAWINGS

POWER	
SYMBOL	DESCRIPTION
	DUPLEX RECEPTACLE - WALL MOUNTED
	GROUND FAULT INTERRUPTER, DUPLEX RECEPTACLE
	DOUBLE DUPLEX RECEPTACLE
	GROUND FAULT INTERRUPTER, DOUBLE DUPLEX RECEPTACLE
	DUPLEX RECEPTACLE - CEILING MOUNTED
	MOTOR
	FUSED DISCONNECT
	NON-FUSED DISCONNECT
	COMBINATION STARTER/FUSED DISCONNECT
	STARTER OR CONTACTOR
	JUNCTION BOX AND/OR CONNECTION TO EQUIPMENT
	METERING DEVICE
	PANEL - SURFACE MOUNTED
	PANEL - FLUSH MOUNTED
	TRANSFORMER
LIGHTING	
SYMBOL	DESCRIPTION
	LIGHTING FIXTURE, LINEAR LAMP(S)
	LIGHTING FIXTURE - WALL MOUNTED
	LIGHTING FIXTURE - SURFACE OR PENDANT MOUNTED
	LIGHTING FIXTURE - RECESS MOUNTED
	LIGHTING FIXTURE CONNECTED TO EMERGENCY POWER CIRCUIT
	LIGHTING FIXTURE CONNECTED TO EMERGENCY POWER CIRCUIT, NIGHT LIGHT
	EXIT FIXTURE - WALL MOUNTED SHADED AREA(S) DENOTE FACE(S) OF SIGN, ARROWS AS NOTED (FIXTURE TYPE EX)
	EXIT FIXTURE - CEILING MOUNTED SHADED AREA(S) DENOTE FACE(S) OF SIGN, ARROWS AS NOTED (FIXTURE TYPE EX)
	EMERGENCY LIGHTING UNIT - WALL MOUNTED (FIXTURE TYPE XA)
	EMERGENCY LIGHTING UNIT - REMOTE HEAD
	SITE LIGHTING - POLE MOUNTED
	SINGLE POLE SWITCH
	THREE-WAY SWITCH
	SWITCH FOR FIXTURES MARKED 'G'
SPECIAL SYSTEMS	
SYMBOL	DESCRIPTION
	TELECOMMUNICATION OUTLET - WALL MOUNTED (X DENOTES NUMBER OF PORTS IF OTHER THAN 2)
	FIRE ALARM MANUAL PULL STATION
	FIRE ALARM STROBE - WALL MOUNTED
	FIRE ALARM STROBE - CEILING MOUNTED
	FIRE ALARM HORN - WALL MOUNTED
	FIRE ALARM HORN - CEILING MOUNTED
	FIRE ALARM SPEAKER - WALL MOUNTED
	FIRE ALARM SPEAKER - CEILING MOUNTED
	BELL - WALL MOUNTED
	FIRE ALARM HORN/STROBE - WALL MOUNTED
	FIRE ALARM HORN/STROBE - CEILING MOUNTED
	CO (CARBON MONOXIDE) DETECTOR
	PHOTOELECTRIC SMOKE DETECTOR
	MULTI-TECHNOLOGY SMOKE DETECTOR
	HEAT DETECTOR
	FIRE ALARM CONTROL PANEL
	PUSHBUTTON - EMERGENCY

SPECIFICATIONS

SCOPE OF WORK:
FURNISH AND INSTALL ALL MATERIAL AND EQUIPMENT AS INDICATED ON THESE DRAWINGS AND SPECIFICATIONS. PROVIDE COMPLETE AND WORKING SYSTEMS. SECURE AND PAY FOR ALL FEES, PERMITS, ETC., REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES AND ALL LOCAL UTILITY COMPANIES.

STANDARDS, CODES AND REGULATIONS:
COMPLY WITH THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE, INTERNATIONAL BUILDING CODE, INTERNATIONAL FIRE CODE AND THE ADA STANDARDS FOR FACILITY ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED INCLUDING ALL STATE AND LOCAL AMENDMENTS TO THESE CODES.

MATERIALS AND EQUIPMENT:
ALL MATERIALS AND EQUIPMENT PROVIDED FOR THE PROJECT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED. ALL EQUIPMENT SHALL BEAR THE SEAL OF A NATIONALLY RECOGNIZED TESTING LABORATORY ACCEPTABLE TO THE AHJ.

DRAWINGS:
THE DRAWINGS ARE DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. BRING QUESTIONABLE ITEMS AND CONFLICTS AMONG PLANS AND SPECIFICATIONS, GOVERNING CODES OR UTILITIES REGULATIONS TO THE ATTENTION OF THE ENGINEER PRIOR TO THE BID. CODES, ORDINANCES, REGULATIONS, MANUFACTURER'S INSTRUCTIONS OR STANDARDS TAKE PRECEDENCE OVER THE DRAWINGS AND SPECIFICATIONS.

WORKMANSHIP:
INSTALLATION OF ALL WORK SHALL BE MADE SO THAT ITS SEVERAL COMPONENT PARTS SHALL FUNCTION AS A WORKABLE SYSTEM COMPLETE WITH ALL ACCESSORIES NECESSARY FOR ITS OPERATION. INSTALL ALL MATERIAL AND EQUIPMENT PER THE MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS AND PER NECA STANDARDS. MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL CONFORM WITH APPLICABLE INDUSTRY, NEMA AND UL STANDARDS WHERE APPLICABLE.

SUBMITTALS:
PROVIDE A COMPLETE MATERIAL AND EQUIPMENT SUBMITTAL TO INCLUDE ALL ITEMS CALLED OUT BY SPECIFICATION SECTIONS OR CALLED OUT ON DRAWINGS. IDENTIFY MANUFACTURER, MODEL NUMBERS, WIRING DIAGRAMS, ROUGH-IN DIMENSIONS AND PERFORMANCE DATA FOR ALL MATERIAL AND EQUIPMENT. ITEMS SUBMITTED ON MANUFACTURER'S CATALOG CUT SHEETS SHALL BE CLEARLY INDICATED BY HIGHLIGHTING OR OTHER METHOD WHICH CALLS ATTENTION TO THE ITEM SUBMITTED. WHERE CUT SHEETS SHOW SEVERAL MODELS OR OPTIONS, CLEARLY DISTINGUISH BETWEEN THOSE ITEMS WHICH ARE INCLUDED AND THOSE WHICH ARE NOT. SUBMITTAL REVIEW IS FOR GENERAL DESIGN AND ARRANGEMENT ONLY AND DOES NOT RELIEVE THE CONTRACTOR FROM ANY REQUIREMENTS OF THE CONTRACT FOR PROPER OPERATION. A COMPLETE AND SATISFACTORY WORKING INSTALLATION IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

WARRANTY:
THE CONTRACTOR SHALL GUARANTEE ALL WORK EXECUTED UNDER THIS CONTRACT TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE YEAR FROM BENEFICIAL OCCUPANCY. ANY FAULTY MATERIALS OR WORKMANSHIP SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER DURING THE GUARANTEE PERIOD.

IDENTIFICATION:
PROVIDE ENGRAVED THREE-LAYER LAMINATED PLASTIC NAMEPLATES WITH WHITE LETTERS ON A BLACK BACKGROUND TO IDENTIFY ALL ELECTRICAL DISTRIBUTION AND CONTROL EQUIPMENT. LETTER HEIGHTS SHALL BE 1/8 INCH FOR INDIVIDUAL SWITCHES, MOTOR STARTERS AND LOADS SERVED AND 1/4 INCH ON PANELBOARDS. SECURE NAMEPLATES TO EQUIPMENT FRONTS USING SCREWS, RIVETS OR ADHESIVES. LABEL EACH CONTROLLER AT EACH TERMINATION OR INTERCONNECTION OF WIRING IN PANEL BOARDS, GUTTERS, PULL BOXES, OUTLETS AND LOAD CONNECTIONS. LABEL SHALL DENOTE PANEL NAME AND CIRCUIT NUMBER. ALL OTHER WIRING SHALL BE LABELED WITH A UNIQUE DESIGNATION. THE DESIGNATIONS SHALL ALSO BE SHOWN ON AS-BUILT DIAGRAMS. COLOR CODE PHASE CONDUCTORS PER CONDUCTOR SPECIFICATION.

PANEL SCHEDULES:
ALL POSTED PANEL SCHEDULES MUST MEET THE REQUIREMENTS OF NEC 408.4 FOR CIRCUIT IDENTIFICATION.

CONDUCTORS:
BRANCH CIRCUIT WIRING MAY BE THHN OR XHHW INSULATED CONDUCTOR. WIRING WHICH ENTERS AREAS EXPOSED TO OUTDOOR, AMBIENT TEMPERATURE SHALL BE TYPE XHHW-2 INSULATED. ALL POWER AND CONTROL CONDUCTORS SHALL BE SOLID OR CLASS B OR C STRANDED, ANNEALED COPPER WITH TYPE THHN OR XHHW-2, 600V INSULATION. MINIMUM BRANCH CIRCUIT CONDUCTOR SIZE SHALL BE #12 AWG. MINIMUM CONTROL CIRCUIT CONDUCTOR SIZE SHALL BE #14 AWG. PULL ALL CONDUCTORS INTO THE RACEWAY AT THE SAME TIME. USE UL LISTED WIRE PULLING LUBRICANT IF REQUIRED. OBSERVE NEC REQUIREMENTS FOR DERATING AND CONDUIT FILL. COLOR CODE CONDUCTORS BLACK, RED, BLUE, WHITE, AND GREEN FOR 208Y/120V CIRCUITS, BROWN, ORANGE, YELLOW, GREEN AND ANY COLOR OTHER THAN GREEN WITH A WHITE STRIPE FOR 480Y/277V CIRCUITS. USE PROPERLY SIZED, INSULATED SPRING WIRE CONNECTORS WITH PLASTIC CAPS FOR ALL CONDUCTORS #8 AWG AND SMALLER. TERMINATE #6 AWG AND LARGER CONDUCTORS WITH INSULATED CRIMP OR COMPRESSION TYPE CONNECTORS.

CONDUIT:
CONDUIT SHALL BE PER THIS SPECIFICATION, UNLESS OTHERWISE NOTED ON THE DRAWINGS. CONDUIT SHALL BE RIGID METAL CONDUIT (RMC), INTERMEDIATE METAL CONDUIT (IMC), ELECTRICAL METALLIC TUBING (EMT), OR RIGID NON-METALLIC CONDUIT (RNM). RMC OR IMC SHALL BE USED IN ALL OUTDOOR AREAS. EMT SHALL NOT BE USED OUTDOORS. CONDUIT FITTINGS FOR RMC AND IMC SHALL BE SCREWED TYPE. THREADED COMPRESSION AND SET SCREW FITTINGS SHALL NOT BE USED WITH RMC AND IMC CONDUIT. ALL EMT CONDUIT FITTINGS SHALL BE STEEL OR DIE-CAST, COMPRESSION OR SET SCREW TYPE. CONDUIT OUTLET BODIES AND BOXES FOR USE WITH RMC AND IMC CONDUIT SHALL BE GALVANIZED, MALLEABLE IRON WITH THREADED HUBS AND GASKETED COVERS OF THE SAME MATERIAL AS THE BODY OR BOX. CONDUIT BODIES FOR USE WITH EMT MAY BE CAST ALUMINUM WITH COVERS PROVIDED WITH THE BODY. UNDERGROUND CONDUITS SHALL BE RMC, IMC, HDPE SCHEDULE 40/80 OR PVC SCHEDULE 40/80.

MAKE CONNECTIONS TO MOTORS, TRANSFORMERS AND OTHER EQUIPMENT WITH LIQUIDTIGHT FLEXIBLE METAL CONDUIT OF GALVANIZED STEEL OR ALUMINUM CORE AND OUTER JACKET OF THERMOPLASTIC MATERIAL SUITED FOR THE INTENDED ENVIRONMENT. USE FITTINGS LISTED FOR USE WITH LIQUIDTIGHT FLEXIBLE METAL CONDUIT OF MALLEABLE IRON OR STEEL CONSTRUCTION, ELECTRO ZINC GALVANIZED.

OUTLET BOXES:
PROVIDE ELECTRO-GALVANIZED OR CADMIUM PLATED, ONE PIECE STEEL OUTLET BOXES 4" SQUARE BY 1 1/2" DEEP MINIMUM FOR USE IN INTERIOR AREAS. PROVIDE NON-METALLIC OUTLET BOXES IN INDOOR AREAS. PROVIDE OUTLET BOXES AND DEVICE COVERS AS SHOWN ON THE DRAWINGS, AND AS REQUIRED FOR SPLICES, TAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, DEVICE INSTALLATION AND CODE COMPLIANCE. FOR OUTDOOR INSTALLATION USE GALVANIZED, CAST, MALLEABLE IRON BOXES WITH INTEGRAL HUBS AND COVERS AND GASKETS FROM THE SAME MANUFACTURER. BELL BOXES ARE NOT ACCEPTABLE WITH RIGID CONDUIT. BELL BOXES MOUNTED ON THE BUILDING EXTERIOR AND FED WITH EMT OR MC CABLE ARE PERMITTED PROVIDED THE WIRING IS CONCEALED.

DEVICES:
RECEPTACLES - PROVIDE NEMA 5-15R, 5-20R OR 5-30R, SINGLE OR DUPLEX, GROUNDING, BACK AND SIDE WIRE, RECEPTACLES WITH WHITE FINISH. UL NO. 498 APPROVED, NYLON FACE, BRASS TERMINAL SCREWS, SELF-GROUNDING, CERTIFIED TO COMPLY WITH NEMA WD-1, SCREW TERMINAL OR SCREW CLAMP TYPE ONLY. BACK WIRING SHALL BE CLAMP-TYPE TERMINALS WHICH WILL ACCEPT UP TO #10 WIRE. SPRING CLAMPED TYPE TERMINATIONS ARE NOT ACCEPTABLE. PROVIDE DUPLEX CONVENIENCE RECEPTACLES WITH CLASS 3 INTEGRAL GROUND FAULT CURRENT INTERRUPTER AND SPECIFIC USE RECEPTACLES WHERE INDICATED ON THE DRAWINGS. INSTALL RECEPTACLES WITH GROUNDING POLE ON BOTTOM.

SWITCHES - PROVIDE WHITE, NEMA WD-1 15 A, 277 OR 120 V AC, BACK AND SIDE WIRE; BACK WIRING SHALL BE CLAMP-TYPE TERMINALS WHICH WILL ACCEPT UP TO #10 WIRE. GENERAL USE SNAP SWITCH, UL NO. 20 LISTED. SELF-GROUNDING BINDING SCREW-TYPE TERMINALS WITH WHITE TOGGLE, NUMBER OF POLES AS INDICATED ON THE DRAWINGS. SCREW TERMINAL OR SCREW CLAMP TYPE ONLY. INSTALL SWITCHES WITH OFF POSITION DOWN.

DEVICE PLATES - PROVIDE UL LISTED ONE PIECE ROUNDED EDGE "STREAMLINE" DESIGN FLUSH DEVICE PLATES OF STAINLESS STEEL, COUNTERSUNK SCREWS TO MATCH DEVICE PLATE.

SUPPORTS:
SUPPORT ALL ELECTRICAL EQUIPMENT INCLUDING, BUT NOT LIMITED TO, LIGHT FIXTURES, BOXES, CONDUIT, ETC., PER NEC. PROVIDE NON-METALLIC SUPPORTS, STRUT, HANGARS AND OTHER MATERIAL WHERE REQUIRED FOR CORROSION RESISTANCE.

SAFETY SWITCHES:
PROVIDE GENERAL DUTY, 480V, 3 PHASE NEMA 1 OR 3R, NON-FUSIBLE AND FUSIBLE SAFETY SWITCHES WITH PROVISIONS FOR CLASS J FUSING. SWITCHES SHALL BE CAPABLE OF BEING LOCKED IN THE OFF POSITION. SIZE SWITCHES FOR CONNECTED LOAD.

COMBINATION STARTERS:
PROVIDE THERMAL MAGNETIC CIRCUIT BREAKER COMBINATION MOTOR STARTERS OF THE SIZE AND RATING SHOWN ON THE DRAWINGS. COMBINATION STARTERS SHALL BE CAPABLE OF BEING LOCKED IN THE OFF POSITION.

PANELBOARDS:
PROVIDE NEW BRANCH CIRCUIT BREAKERS OF THE SAME TYPE AS THE PANELBOARD AND RATING AS SHOWN ON THE DRAWINGS. PRIOR TO COMPLETION OF THE PROJECT, PROVIDE A NEW, TYPED CIRCUIT DIRECTORY FOR EACH OF THE PANELBOARDS SHOWING CIRCUITING ARRANGEMENT.

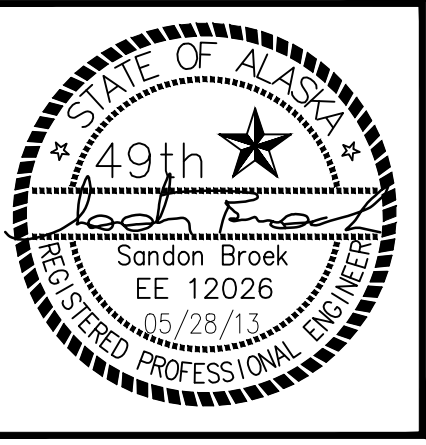
LIGHTING EQUIPMENT:
PROVIDE AND INSTALL ALL LIGHTING EQUIPMENT AS SHOWN ON THE DRAWINGS AND DESCRIBED IN THE LIGHTING FIXTURE SCHEDULE. PROVIDE FLUORESCENT FIXTURES WITH BALLASTS COORDINATED WITH THE FIXTURE AND LAMPS SPECIFIED. BALLASTS SHALL BE INSTANT START, CLASS P, CONSTANT WATTAGE, ELECTRONIC TYPE WITH POWER FACTOR GREATER THAN .99 AND THD LESS THAN 10 PERCENT. BALLASTS SHALL BE SOUND RATED A FOR ALL FLUORESCENT FIXTURES.

PENETRATIONS OF FIRE BARRIERS:
ALL ELECTRICAL PENETRATIONS THROUGH FIRE RATED BARRIERS SHALL BE SEALED IN ACCORDANCE WITH NEC ARTICLE 300-21 AND THE FOLLOWING:

ALL HOLES OR VOIDS CREATED TO EXTEND OR REMOVE ELECTRICAL SYSTEMS THROUGH FIRE RATED FLOORS, WALLS OR CEILINGS SHALL BE SEALED WITH AN ASBESTOS-FREE INTUMESCENT FIRE STOPPING MATERIAL CAPABLE OF EXPANDING 8 TO 10 TIMES WHEN EXPOSED TO TEMPERATURES 250 DEGREES F OR HIGHER. MATERIALS SHALL BE SUITABLE FOR THE FIRE STOPPING OF PENETRATIONS AND SHALL BE CAPABLE OF MAINTAINING AN EFFECTIVE BARRIER AGAINST FLAME, SMOKE AND GASES IN COMPLIANCE WITH THE REQUIREMENTS OF ASTM E814, UL 1479 AND THE UL FIRE RESISTANCE DIRECTORY REQUIREMENTS FOR THROUGH-PENETRATION FIRE STOP DEVICES. THE RATING OF THE FIRE STOPS SHALL BE THE SAME AS THE TIME-RATED FLOOR, WALL OR CEILING ASSEMBLY.

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ENGINEERS, INC.
ELECTRICAL & MECHANICAL ENGINEERING SERVICES
700 W INTERNATIONAL AIRPORT RD.
Anchorage AK, 99518
888.258.0580(754) Local: 907.268.4154



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date

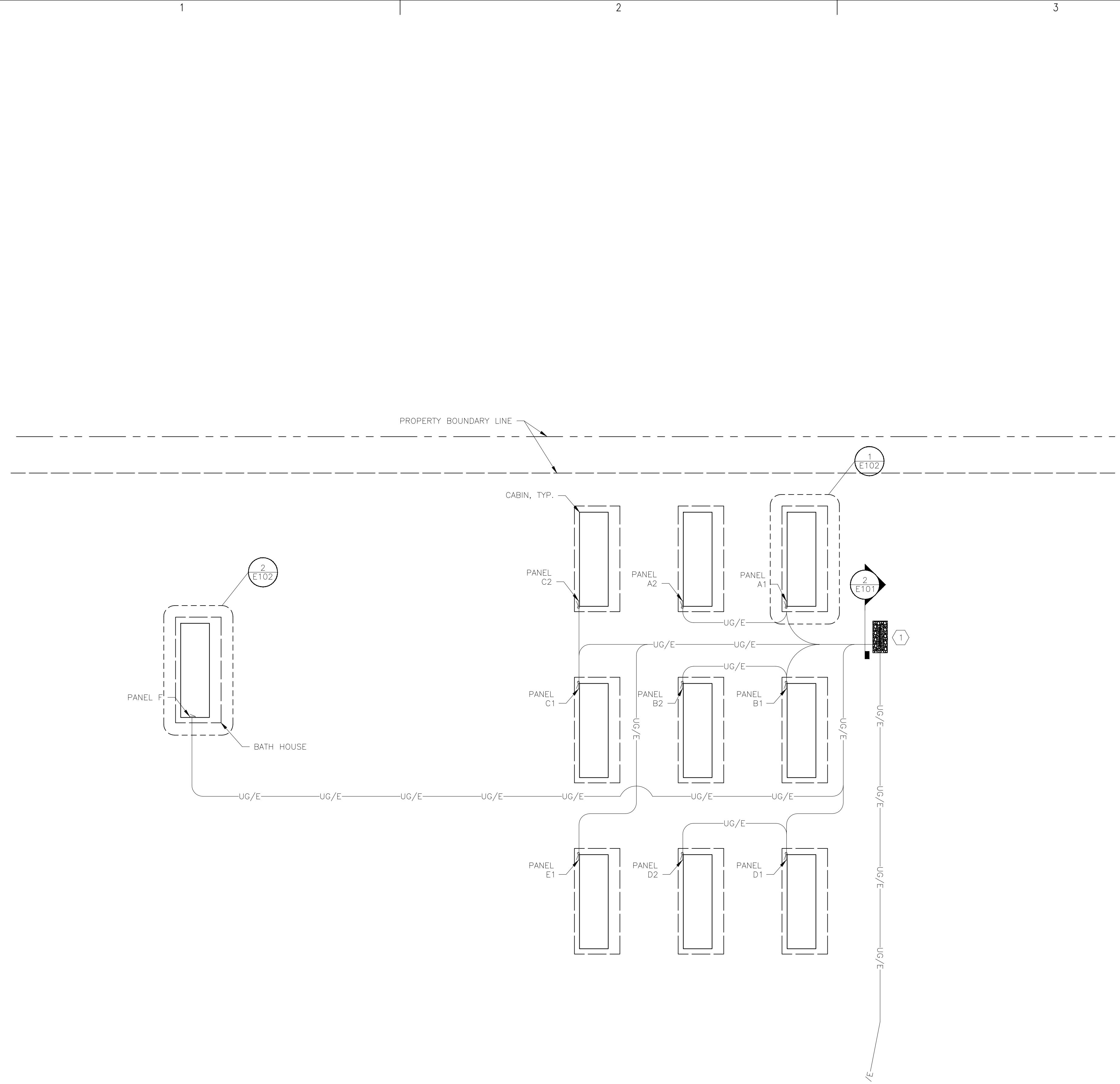
Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
ELECTRICAL
LEGEND AND
SPECIFICATIONS

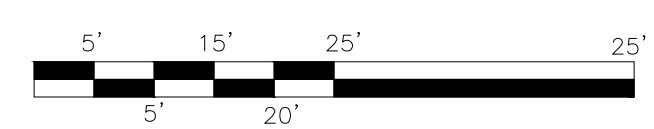
Category E	Sheet No. 001
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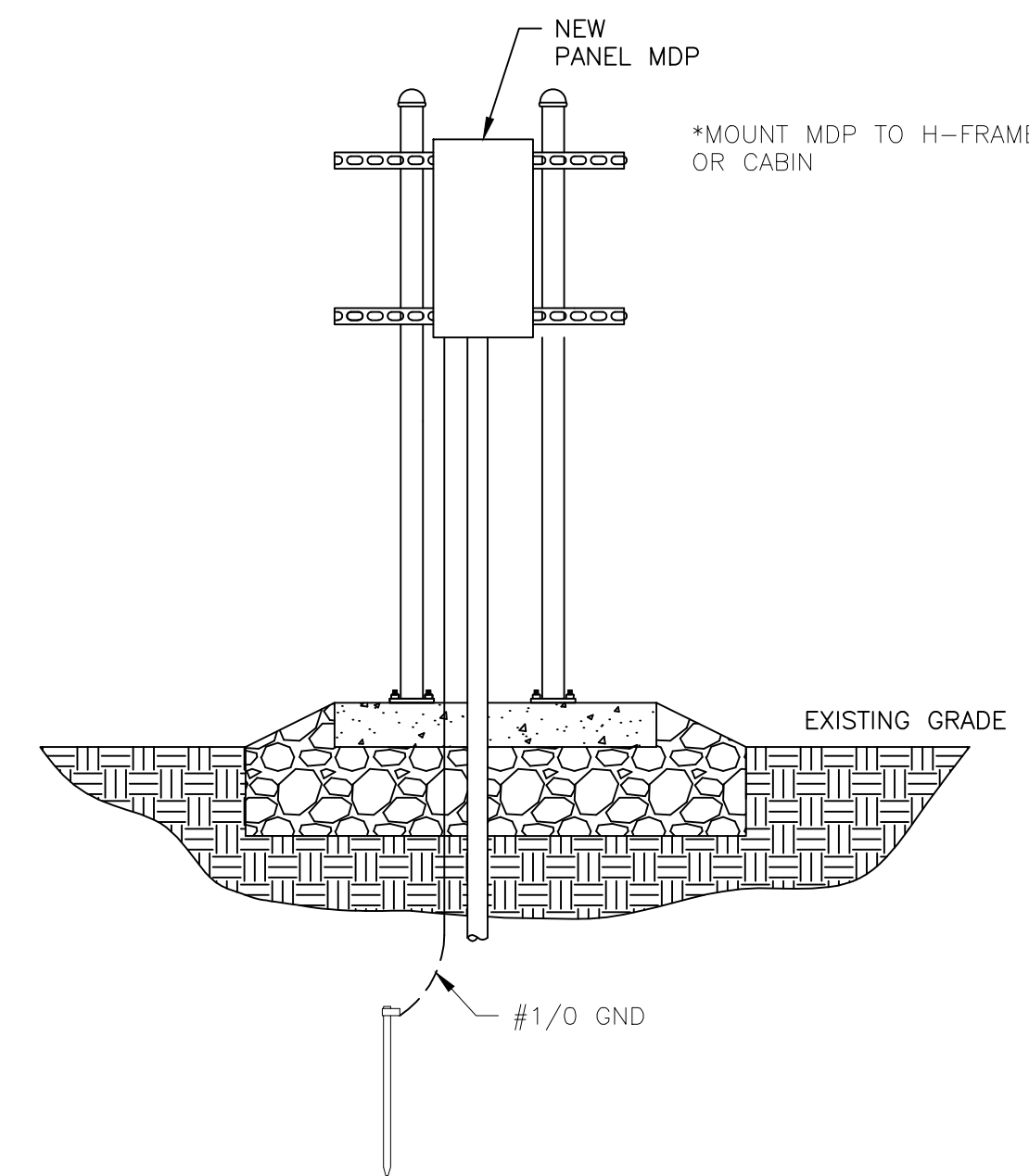
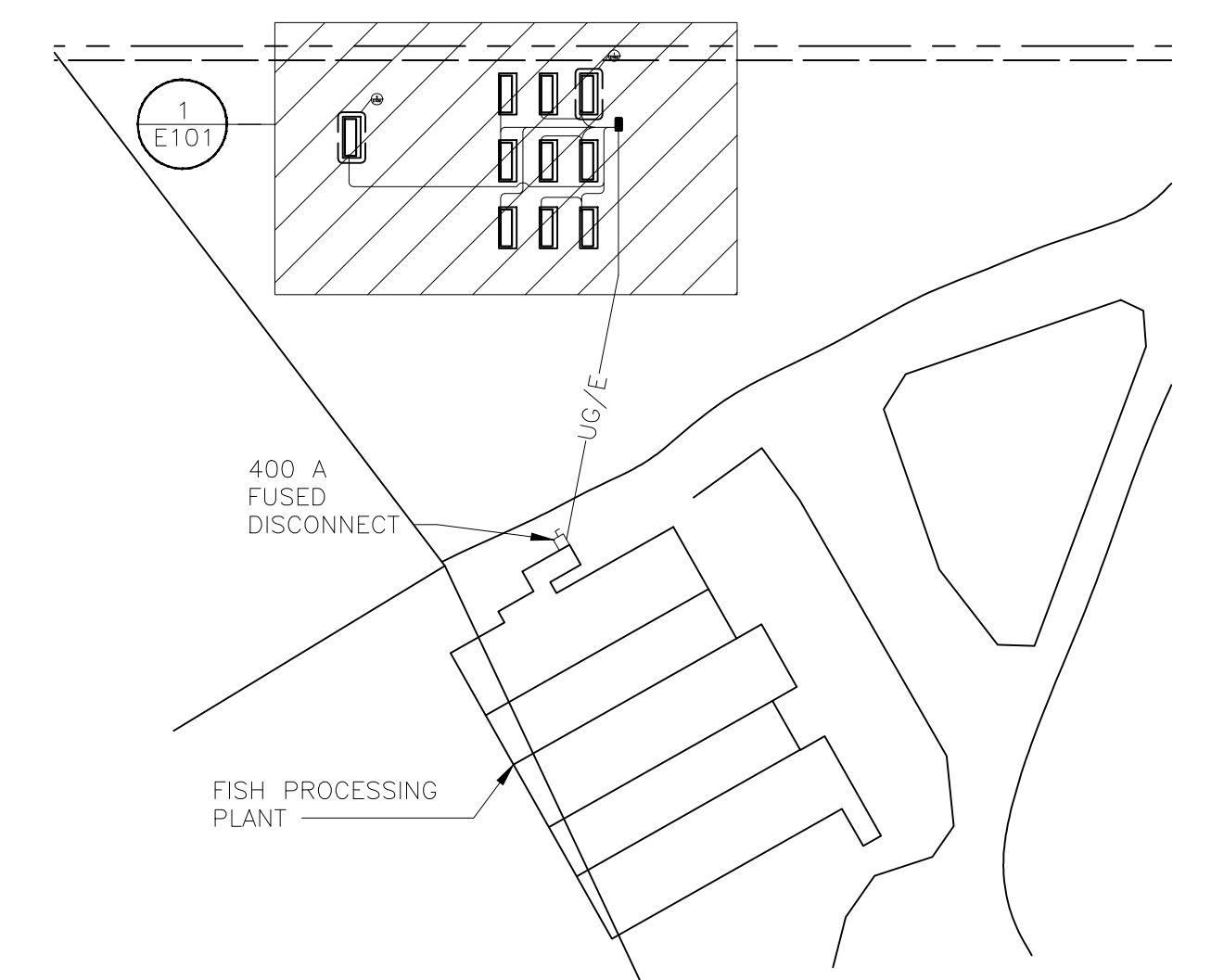
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1 SITE PLAN
 1/16" = 1'-0"



SHEET NOTES	
ITEM #	DESCRIPTION
1	H-FRAME LOCATION TO BE DETERMINED BY OWNER. SEE ONE-LINE, E-102, FOR EQUIPMENT SIZES.

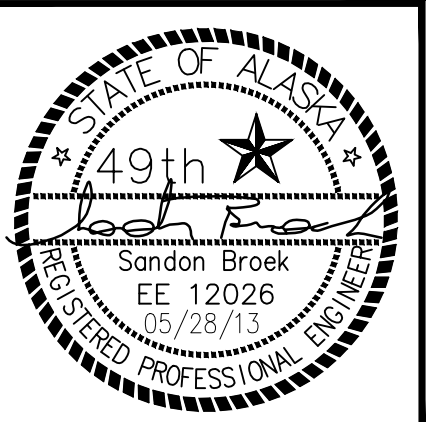


2 H FRAME ELEVATION
 1/2" = 1'-0"

THIS SHEET IN ITS ENTIRETY HAS UNDERGONE SIGNIFICANT REVISION

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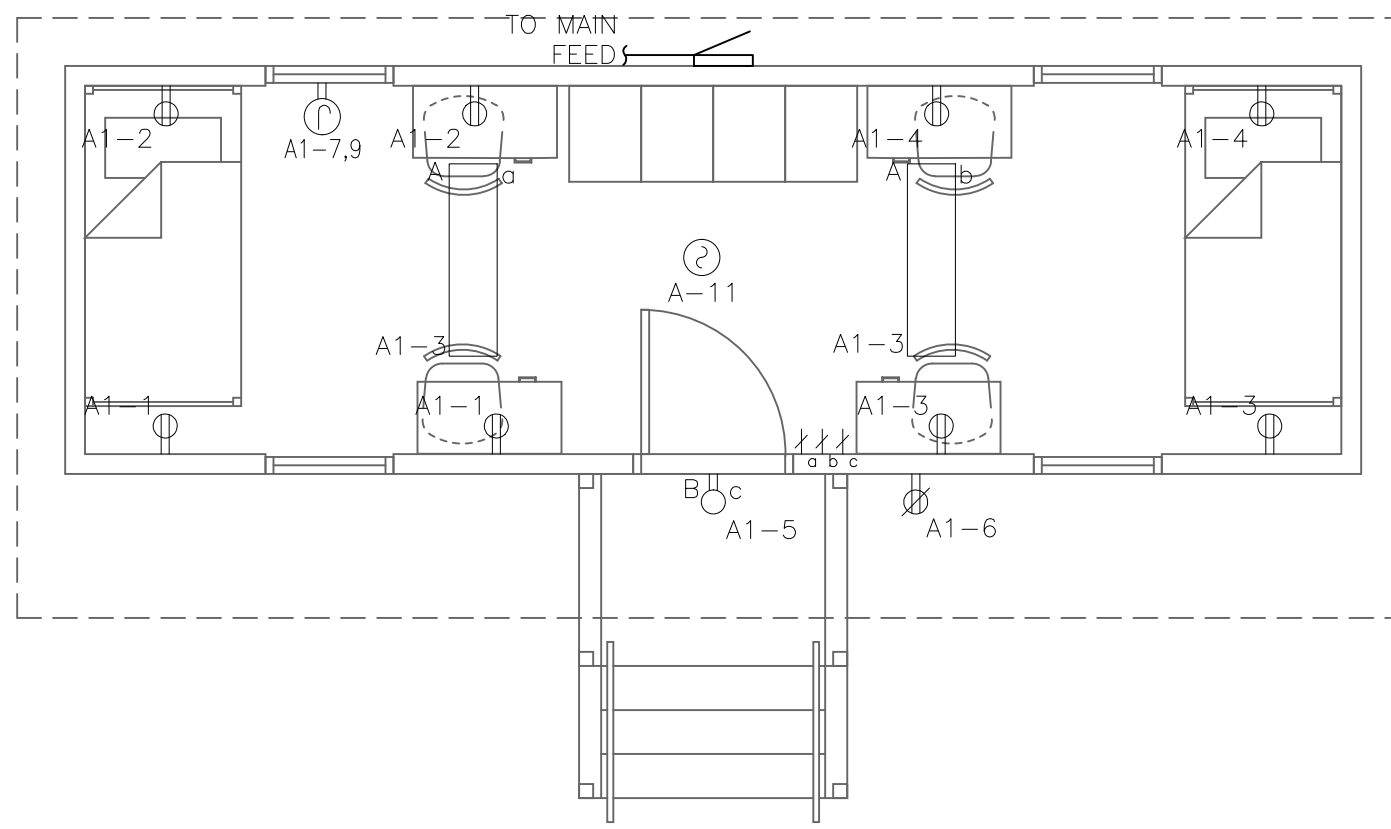
CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
1	ARCH. UPDATE	05/28/13

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

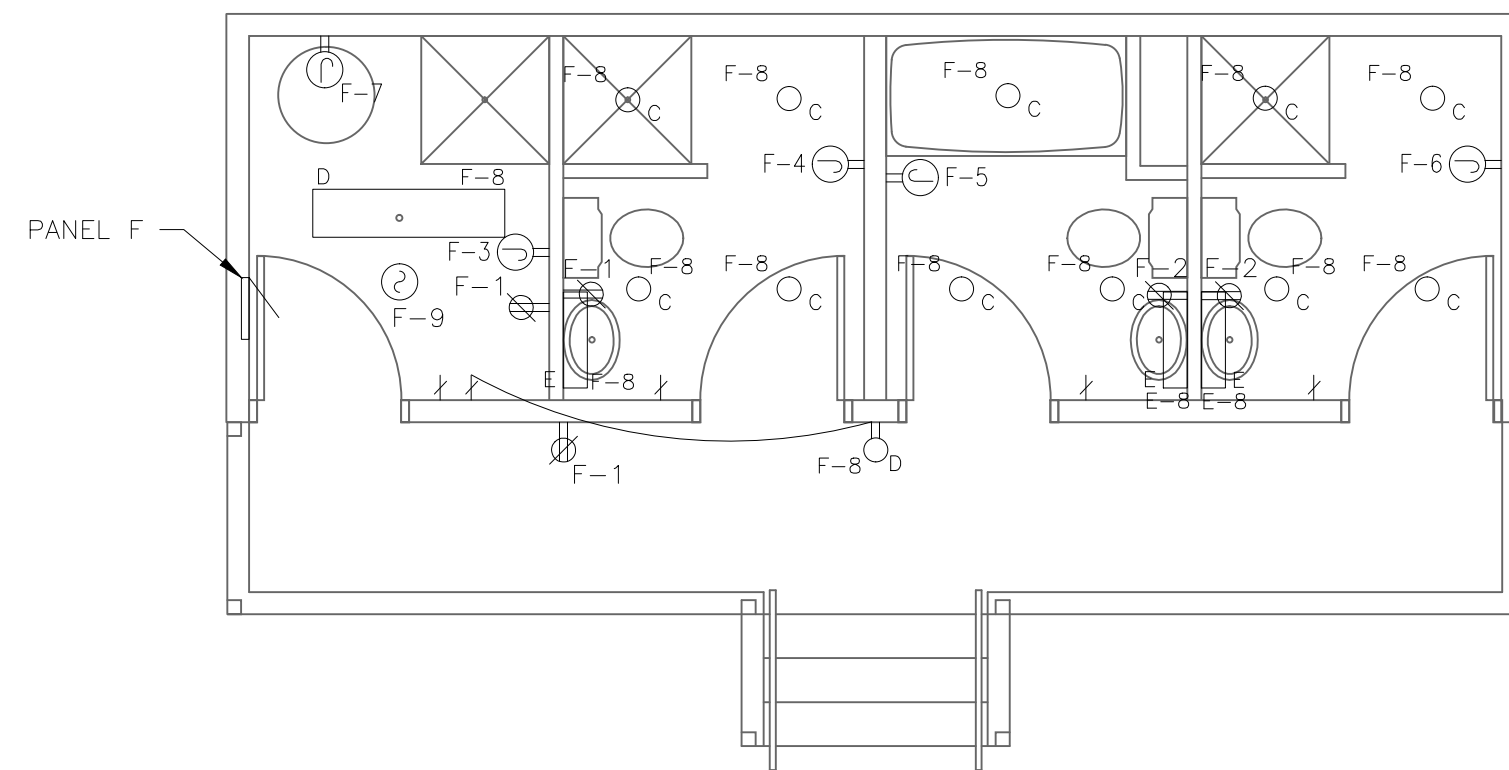
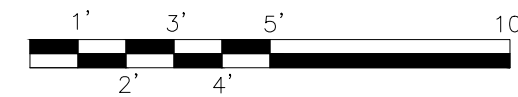
Sheet Contents
 ELECTRICAL
 SITE PLAN

Category E	Sheet No. 101
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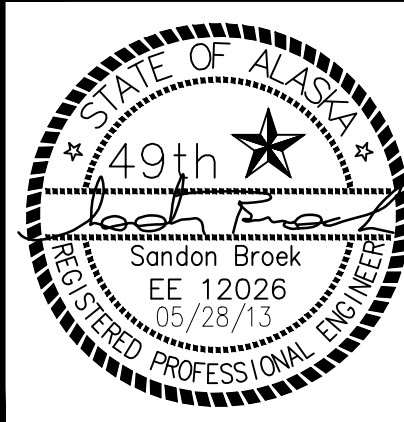
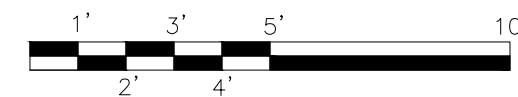


FIXTURE SCHEDULE				
TYPE	SYMBOL	MFG	MODEL	REMARKS
A		LITHONIA	ST8 2 32 MVOLT GEB10IS	SURFACE MOUNTED VOLUMETRIC FIXTURE, OR SIMILIAR
B		-	-	WET RATED, MEDIUM BASE FIXTURE
C		JUNO LIGHTING	IC920LEDG3 41 U 210-WH	900 LUMEN LED CAN LIGHT, IC RATED, SHOWER TRIM
D		LITHONIA	DSXW1 LED 20G 1000 50K T2S MVOLT PIR	LED WALL PACK, 5745 LUMENS, 50K CT, TYPE T2S DIST., AND 180° MOTION/AMBIENT LIGHT SENSOR
		-	-	CO AND SMOKE DETECTOR COMBO UNIT, CONNECTED TO POWER AND BATTERY

1 CABIN, ELECTRIC AND LIGHTING (TYP.)
1/4" = 1'-0"



2 BATHHOUSE, ELECTRIC AND LIGHTING
1/4" = 1'-0"



CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
810 CHILDS AVE., KENAI, ALASKA

Revisions		
No.	Description	Date
1	ARCH. UPDATE	05/28/13

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
FLOOR PLAN,
ELECTRICAL AND
LIGHTING

Category E	Sheet No. 102
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THIS SHEET IN ITS ENTIRETY HAS UNDERGONE SIGNIFICANT REVISION

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1

2

3

4

MDP PANEL SCHEDULE

Panel Name: MDP		Panel Amperage: 400 A	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
CABIN 1 & 2	100/2	1 A	2
--	-	3 B	4
CABIN 3 & 4	100/2	5 A	6
--	-	7 B	8
CABIN 5 & 6	100/2	9 A	10
--	-	11 B	12
CABIN 7 & 8	100/2	13 A	14
--	-	15 B	16
CABIN 9	100/2	17 A	18
--	-	19 B	20
BATHHOUSE	100/2	21 A	22
--	-	23 B	24

SERVICE ENTRANCE LOAD ANALYSIS AT MDP

LIGHTING & RECEPTACLE LOAD, NEC T220.12	$2000 \text{ ft}^2 \cdot 3 \text{ VA/ft}^2 =$	6000 VA
AFTER DEMAND FACTOR PER NEC T220.42		
	$3000 \text{ VA} + (6000 - 3000) (\text{VA}) \cdot 35\% =$	4050 VA
10 ELECTRICALLY HEATED ENTRY NEC 220.82(C)	$10 \text{ EACH} \cdot 4000 (\text{VA}) =$	40000 VA
SUBTOTAL		44050 VA
TOTAL LOAD IN KW (0.85 PF)		37.4 KW
TOTAL LOAD IN AMPS	$44050 (\text{VA}) / 208 \text{ V} =$	212 A
SERVICE ENTRANCE RATING		400 A

CABIN PANEL TYP. SCHEDULE

Panel Name: PANEL TYP.		Panel Amperage: 100	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
RECEPTACLES (1)	20/1	1 A	2
RECEPTACLES (1)	20/1	3 B	4
RECEPTACLE, EXTERIOR	20/1	5 A	6
ELECTRIC HEATER (2)	25/2	7 B	8
4000 W	-	9 A	10
SMOKE/CO DETECTOR (2)	20/1	11 B	12
		13 A	14
		15 B	16
		17 A	18
		19 B	20
		21 A	22
		23 B	24

NOTES:
 (1) PROVIDE ARC FAULT CIRCUIT INTERRUPTER BREAKERS.
 (2) PROVIDE LOCKABLE BREAKERS.

BATHHOUSE SCHEDULE

Panel Name: PANEL E		Panel Amperage: 100 A	
Voltage & Phase: 120/208-1Ø		Panel A.I.C. Rating: 10kAIC	
Mounting: Surface		Other: MCB /	
Description	Brk	Phase	Brk
RECEPTACLES, GFCI	20/1	1 A	2
1000 W HEATER (1)	20/1	3 B	4
1000 W HEATER (1)	20/1	5 A	6
LIGHTS	20/1	7 B	8
SMOKE/CO DETECTOR (1)	20/1	9 A	10
		11 B	12
		13 A	14
		15 B	16
		17 A	18
		19 B	20
		21 A	22
		23 B	24

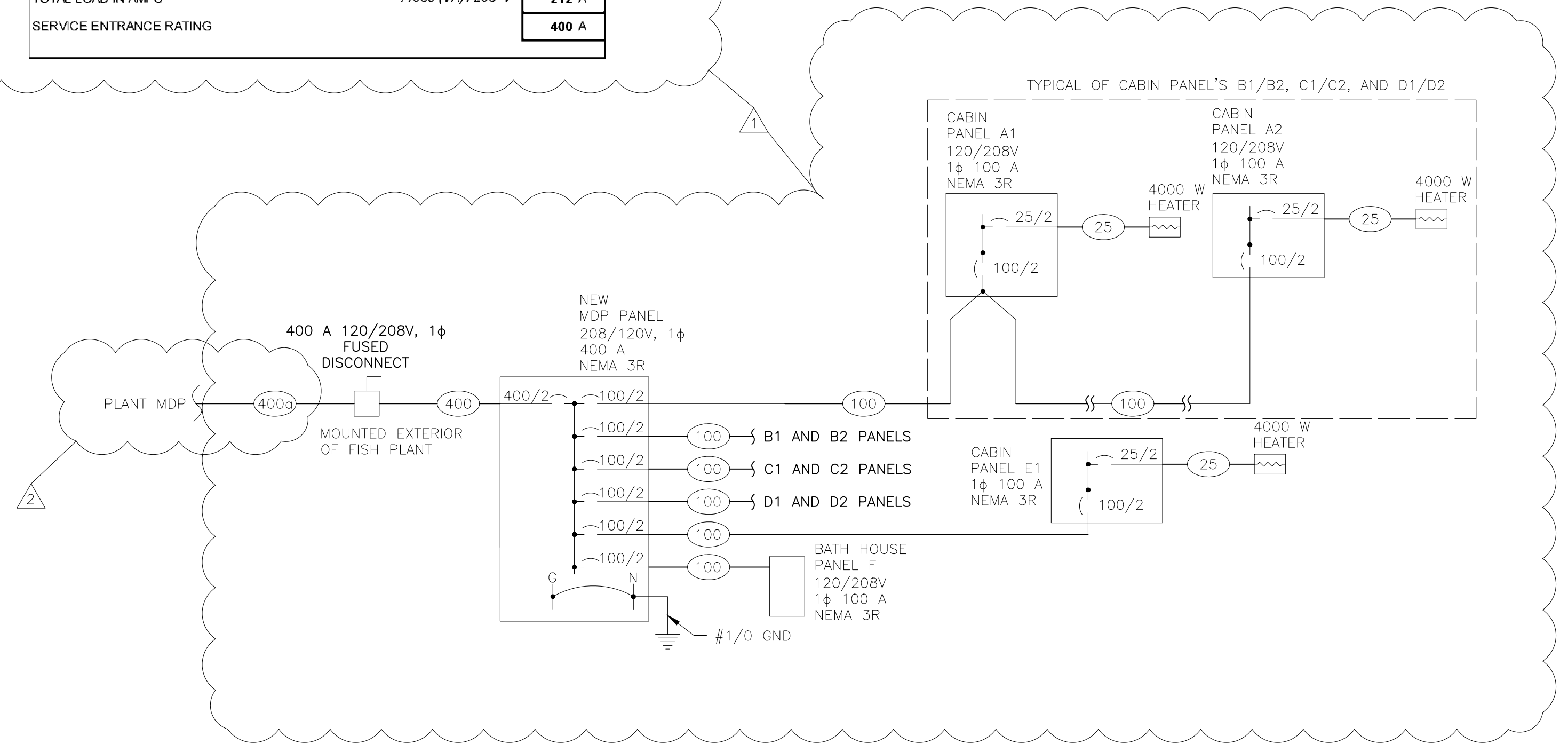
NOTES:
 (1) PROVIDE LOCKABLE BREAKERS.

ONE-LINE NOTES

ITEM #	DESCRIPTION
1	ALL EXPOSED CONDUIT SHALL BE RIGID GALVANIZED STEEL. CONDUIT MAY TRANSITION TO PVC AFTER PENETRATING GROUND A MINIMUM OF 6".

FEEDER SCHEDULE

ITEM #	DESCRIPTION
25	3-#10, 1-#10 GND, TYPE NM CABLE
100	3-#2 XHHW, 1-#8 GND, 1-1/4" C
400	2 SETS: 3-#3/0 XHHW, 1-1/2" C
400o	2 SETS: 3-#3/0 XHHW, #4 GND, 1-1/2" C



ONE-LINE DIAGRAM

1 NTS

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STATE OF ALASKA
 49th
 Sandon Brook
 EE 12026
 06/05/13
 REGISTERED PROFESSIONAL ENGINEER

CRS KENAI BATH HOUSE AND
EMPLOYEE CABINS
 810 CHILDS AVE., KENAI, ALASKA

No.	Description	Date
1	ADD BATHHOUSE	052813
1	E COMMENT	060513

Drawn by OWT	Date 03/11/2013
Checked SB	Job No. Q13006

Sheet Contents
 ONE LINE AND
 SCHEDULES

Category E	Sheet No. 103
----------------------	-------------------------

PLOT DATE: 6/5/2013 11:16 AM

cc



1ST AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into effect as of 12-07- , 2020 between the City of Homer, an Alaska municipal corporation ("Landlord") whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Copper River Seafoods Inc., an Alaskan business corporation ("Tenant"), whose address is 1118 E. 5th Ave. Anchorage , Alaska 99501 , and amends the Ground Lease Agreement ("Lease") entered into between Copper River Seafoods Inc., and the City of Homer, dated March 1 2019 and recorded by the Kenai Peninsula Borough's recorder's office on May 20 2019, Number 2019-001382-0, Homer Recording District 309, Alaska.

Landlord and Tenant agree as follows:

In Exhibit D -Tenant's Proposed Use of the Property, under the section listed as "2. Development Plan":

<u>Dates</u>	<u>Tasks</u>
<u>9/1/20</u>	<u>Framing</u>
<u>12/31/2020</u>	<u>Completion</u>

Shall be amended to the following:

<u>Dates</u>	<u>Tasks</u>
<u>2/1/2022</u>	<u>Framing</u>
<u>12/31/2022</u>	<u>Completion</u>

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

Landlord:
City of Homer

Tenant:
Copper River Seafoods Inc.

By: _____

Rob Dumouchel, City Manager

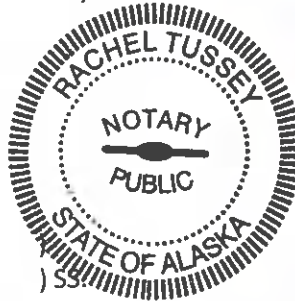
By: _____

Mark Hansen, COO

ACKNOWLEDGMENTS

STATE OF ALASKA)
) SS.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on December 14, 2020 by Rob Dumouchel, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.



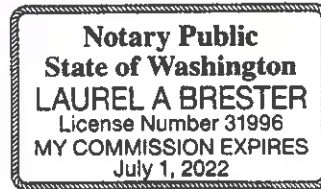
Rachel Tussey
Notary Public in and for Alaska
My Commission Expires: 12/10/2022

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

The foregoing instrument was acknowledged before me on DEC. 7, 2020 by Mark Hansen, as COO of Copper River Seafoods Inc.

Mark Hansen
Notary Public in and for the state of WA
My Commission Expires: 7-1-22

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



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

3 City Manager/
4 Public Works Director

5 **RESOLUTION 22-029**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 AUTHORIZING AWARD OF A CONTRACT TO DESIGN THE BEN
9 WALTERS WAY SIDEWALK TO HDL ENGINEERING CONSULTANTS
10 LLC IN THE NOT TO EXCEED AMOUNT OF \$73,436 AND
11 AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE
12 THE NECESSARY DOCUMENTS.

13
14 WHEREAS, Homer’s FY 22 Capital Improvement Plan includes funding for the design of
15 a sidewalk on one side of Ben Walters Way; and

16
17 WHEREAS, Funding is from the HART Roads Fund; and

18
19 WHEREAS, Two civil engineering firms, with which the City has Term Contracts, were
20 invited to submit proposals for the sidewalk design; and

21
22 WHEREAS, The selection was not a “low bid” process, cost considered in that the City
23 was looking for the “best value”; that is, the proposal that identified the scope of services
24 needed at a reasonable cost; and

25
26 WHEREAS, The firm of HDL Engineering Consultants LLC was determined to provide the
27 best value to the City; and

28
29 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer Alaska hereby
30 authorizes the award of a contract to HDL Engineering Consultants LLC for the design of the
31 Ben Walters Way sidewalk in the not to exceed amount of \$73,436 and authorizes the City
32 Manager to negotiate and execute all necessary do documents.

33
34 PASSED AND ADOPTED by the Homer City Council on this 11th day of April, 2022.

35
36 CITY OF HOMER

37
38
39 _____
40 KEN CASTNER, MAYOR
41
42

43 ATTEST:

44

45

46 _____

47 MELISSA JACOBSEN, MMC, CITY CLERK

48

49 Fiscal Note: HART Roads Fund \$73,436



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum 22-063

TO: Mayor Castner and Homer City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Janette Keiser, PE, Director of Public Works
DATE: March 30, 2022
SUBJECT: Awarding contract for design of Ben Walters Lane Sidewalk

I. Issue: The purpose of this Memorandum is to recommend that the City Council award a contract for the design of the Ben Walters Lane Sidewalk to HDL Engineering Consultants, LLC.

II. Background

Homer's FY 22 /23 Capital Improvement Plan includes funding for the design of a sidewalk on one side of Ben Walters Lane. The intent is to design the sidewalk this year and build it next year. The primary challenges with this project are (1) determining which side of the road would most cost effectively accommodate the sidewalk and (b) determining the best solution for addressing drainage. Funding is from the HART Roads Fund.

I invited Kinney Engineering, LLC and HDL Engineering Consultants LLC, two civil engineering firms, with which the City has Term Contracts, to submit proposals for the sidewalk design. Both of these firms are highly experienced and well qualified to perform for the work. I invited them to submit proposals to see whether there was much difference in how the firms would approach this project. Both firms submitted proposals identifying how they would approach their work and what the level of effort for such work would be. This was not a "low bid" selection process¹. That being said, cost was considered in that we were looking "best value"; that is, the proposal that identified the scope of services we needed at a reasonable cost. Public Works selected HDL's proposal as the "best value".

III. Recommendation

That the City Council pass the proposed resolution awarding the engineering design contract to HDL Engineering Consultants, LLC in the Not to Exceed amount of \$73,436.

¹ Under HCC 3.16.060, procurement of architect-engineer services is an exception to bidding requirements.

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

3 City Manager/
4 Public Works Director

5 **RESOLUTION 22-030**

6
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA
8 AUTHORIZING THE CITY MANAGER TO EXECUTE A LOAN
9 AGREEMENT WITH THE STATE OF ALASKA DEPARTMENT OF
10 ENVIRONMENTAL CONSERVATION FOR AN ALASKA DRINKING
11 WATER FUND LOAN IN THE NOT TO EXCEED PRINCIPAL AMOUNT
12 OF \$277,090 FOR THE TASMANIA COURT WATER IMPROVEMENT
13 PROJECT.

14
15 WHEREAS, The Homer City Council approved the creation of the Tasmania Court Water
16 Special Assessment District with the adoption of Resolution 20-083; and

17
18 WHEREAS, The Homer City Council authorized the City Manager to apply for a State of
19 Alaska Department of Environmental Conservation (ADEC) for an Alaska Drinking Water Fund
20 Loan in the amount of \$277,090 with the adoption of Resolution 21-042 (Loan); and

21 WHEREAS, ADEC approved the City's loan application conditioned upon the execution
22 and delivery of a loan agreement setting forth terms and conditions of the Loan (Loan
23 Agreement) which shall be in substantially the form presented to and made part of the records
24 of this meeting; and

25
26 WHEREAS, The Loan, referred to by ADEC as ADWF No. 409331-S, is for an amount not
27 to exceed the principal amount of \$277,090, with a 1.5% finance charge (consisting of an
28 interest rate of 1.0% and fee of 0.5%), and a term of 20 years; and

29
30 WHEREAS, The Loan will be repaid with amounts deposited in the Homer Accelerated
31 Water & Sewer Program (HAWSP) Fund (25% of the Loan) and amounts collected from the
32 Tasmania Court Water Special Assessment District (75% of the Loan); the Loan is not a general
33 obligation of the City; and

34
35 WHEREAS, The Loan Agreement provides for a \$138,545.00 subsidy in the form of
36 principal forgiveness of the Loan amount.

37
38 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska authorizes
39 the City Manager to execute and deliver the Loan Agreement in the form now presented at this
40 meeting, but with such changes, modifications, additions and deletions therein as shall to him
41 be necessary, desirable, or appropriate, the execution thereof to constitute conclusive
42 evidence of the City's approval of the terms and conditions therein stated.

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BE IT FURTHER RESOLVED by the City Council of Homer, Alaska that the City Manager, or any other person designated by the City Manager, is hereby authorized to execute and deliver for an on behalf of the City any and all additional documents or other papers and perform all such acts as he may deem necessary or appropriate in order to implement and carry out the intent and purpose of this Resolution.

BE IT FURTHER RESOLVED this Resolution does hereby incorporate by reference as though fully set out herein the Loan Agreement herein above referenced as presented to this meeting. Further, the recitals to this Resolution are hereby made a part of this Resolution, including all defined terms not herein defined.

BE IT FURTHER RESOLVED this Resolution shall become effective immediately upon its passage and approval.

PASSED AND ADOPTED by the Homer City Council on this 11th day of April, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: HAWSP \$69,273



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental Conservation

DIVISION OF WATER
Municipal Grants & Loans Program

PO Box 111800
Juneau, Alaska 99811
Main: 907.465.5180
Fax: 907.465.5177

Thank you for using the DEC Water Online Application System. In order to sign your electronic ADWF Loan application, you the Signatory Official must sign this Signature Form and then submit to ADEC. The ADEC needs to verify your signature in order to update the status of your electronic application to a signed and submitted status.

Please sign and date on the appropriate line on Page 5, and then mail, fax, or email all 6 pages to:

Attn: Water Information Management
Division of Water
Alaska Department of Environmental Conservation
PO Box 111800
Juneau, AK 99811-1800
Fax Number: (907) 465-5177
Phone Number: (907) 465-5307
Email Address: DEC.Water.OPAHelp@alaska.gov

If you have any questions regarding this signature form or other questions concerning the Water Online Application System, please call ADEC at: (907) 465-5307.

Thank you for using the ADEC Water Online Application System.



ALASKA DRINKING WATER FUND APPLICATION FORM

Tracking Number: ADWFLA-0238 (Internal Use Only)

General Information

Project Title: Tasmania Court Water Main Extension - Updated

General Project Location: Homer, Alaska

Latitude: 59.52245 Longitude: -151.52245 Community Name: City of Homer

This Is:

[X] New Construction [] Upgrades [] Design/Study [] Material/Equipment

Project Type:

[] Wastewater Treatment [] Collection System [] Discharge System

[] Stormwater System [] Water Quality Enhancement [] Solid Waste

Community Pop.: 5000 Population Served: 5000 DUNS: 040171563

Population served by project: 5000

Project Description

The subject project would design and install an 8 inch water main to serve an existing neighborhood. It will also design and install a 12 inch water main, which will connect to a future water storage tank.

Project Contacts

Signatory Official:

Contact Name: Robert Dumouchel

Title: City Manager Organization Name: City of Homer

491 E. Pioneer Ave Homer AK 99603
Contact Address City State Zip

Phone: 907-435-3102 Phone (Cell): Fax:

Email Address: rdumouchel@ci.homer.ak.us

Financial Contact:

Contact Name: Elizabeth Walton

Title: Finance Director Organization Name: City of Homer

491 E. Pioneer Ave Homer AK 99603
Contact Address City State Zip

Phone: 907-435-3117 Phone (Cell): Fax:

Email Address: ewalton@ci.homer.ak.us

Application Preparer:

Contact Name: Janette Keiser

Title: Organization Name: City of Homer

3575 Heath St ; Homer, AK 99603 Homer AK 99603
Contact Address City State Zip

Phone: 1907-435-3141 Phone (Cell): 12067148955 Fax:

Email Address: jkeiser@ci.homer.ak.us

Financial Information

Loan Amount \$ 277,090
(In whole dollars)

Repayment Term: 20 (yrs) Estimated Annual Payment: \$ 16,139
(May be provided upon request)

Community's Debt Ceiling: \$ _____ How Much Remains Available? \$ _____
(If none, write N/A)

Community's Bonded Indebtness: \$ _____
(If none, write N/A)

Date of Last Bond Sale: _____ Rating: _____ Amount: \$ _____

Describe whether or not any sources of funding or revenue have been previously pledged and, if so, please indicate the type of pledge or encumbrance (such as a previous bond sale, special assessment, legal or judicial settlement, etc.), amount pledged and any balance remaining:

No

Please describe any litigation that could affect your community's ability to repay this loan:

None

Project Repayment Funding Sources

Currently Available Funds That Will Be Used to Repay the Loan:

General Funds:	\$ _____
Capital Reserves:	\$ <u>69,273</u>
User Fees:	\$ _____
Assessments, LIDs:	\$ <u>207,818</u>
Taxes (Identify): _____	\$ _____
Other: _____	\$ _____

Other Funding

What funds, if any, other than Alaska Drinking Water Fund monies are committed for this project?

Federal Funds from: <u>0</u>	Amount: \$ _____
Other State Funds from: <u>0</u>	Amount: \$ _____
Other Local Funds from: _____	Amount: \$ <u>0</u>
Other (Identify Source): <u>Property Owner Assessments</u>	Amount: \$ <u>207,818</u>
Other (Identify Source): _____	Amount: \$ _____

Describe how these other funds will be used for this project:

Project will be paid for with a combination of City funds from the Homer Accelerated Water & Sewer Fund, built from sales taxes, and property owner assessments

Current Financing and User Fees

(Note: Additional attachments are required if user fees are to be used. See the Document Checklist below)

Operating Revenues: \$ <u>1,992,588</u>	Operating Expenses: \$ <u>2,118,081</u>
User Fees Collected: \$ _____	Annual Debt Service: \$ _____
Non-operating Revenues: \$ <u>125,493</u>	Other Non-operating Expenses: \$ _____
Total Revenues: \$ <u>2,118,081</u>	Total Expenses: \$ <u>2,118,081</u>
Reserves: \$ <u>2,537,102</u>	

Number of Existing Residential and Commercial Users: 2000

Number of Proposed Residential and Commercial Users: 2000

Current Average Residential User Fee: \$ _____

Projected User Fees Increase: \$ 0

Please Describe the Increase:

Number of Days in Billing Cycle: _____ Frequency of Rate Setting: _____

Number of Rate Settings in Past 10 Years: _____ Date of Last Rate Increase: _____

Please Describe Guidance in Rate Setting:

Project Costs

Administration:	\$ <u>11,450</u>
Engineering Design:	\$ <u>27,480</u>
Engineering Construction:	\$ <u>9,160</u>
Construction:	\$ <u>229,000</u>
Equipment:	\$ <u>0</u>
Contingencies:	\$ <u>0</u>
Other: _____	\$ <u>0</u>
Other: _____	\$ <u>0</u>
Other: _____	\$ <u>0</u>
Total of Other Costs:	\$ <u>0</u>
Total Project Costs:	\$ <u>277,090</u>

Green Project/Component Information

If your project does not have green components, leave this section blank.

Most appropriate "Green" category:

_____ Energy Efficiency Water Efficiency _____ Green Infrastructure _____ Environmentally Innovative Projects

Green Component Costs:

Administration:	\$ _____
Engineering Design:	\$ _____
Engineering Construction/Inspection:	\$ _____
Construction:	\$ _____
Equipment:	\$ _____
Contingencies:	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

Total Green Components Costs: \$ 0

Green Project Description:

Estimated Project Schedule

Estimated Date:

Loan Agreement Signed:	08/02/2021
Preliminary Engineering Report:	02/01/2021
Design Engineering:	03/15/2021
Preparation of Bid Documents:	06/21/2021
Award of Construction Contract:	07/26/2021
Construction Initiation:	08/16/2021
Construction Completion:	12/30/2021
Initiation of Operation:	12/30/2021
Anticipated First Payment Request:	02/28/2022

Document Checklist

Documents to be submitted as part of this application:

- | | |
|---|---|
| <input type="checkbox"/> Facility Plan, If Applicable | <input type="checkbox"/> Useful Life Certification |
| <input type="checkbox"/> Environmental Review Checklist | <input type="checkbox"/> Cost & Effectiveness Certification |
| <input type="checkbox"/> The Force Account Forms were previously submitted to ADEC within the past year and will not be attached to this application, If Applicable | |
| <input type="checkbox"/> Force Account Labor Approval Form, If Applicable | <input type="checkbox"/> EPA Form 6600-06 |
| <input type="checkbox"/> Force Account Equipment Rates, If Applicable | <input type="checkbox"/> Disclosure of Lobbying Activities |
| <input type="checkbox"/> Green Project Assessment Form, If Applicable | |

Certification from your City Attorney stating that the Municipality has sufficient legal authority to incur the debt for an Alaska Drinking Water Fund Loan

Financial Capacity Assessment Documentation (applicable if not done within last 2 years)

- | | | |
|--|---|---|
| <input type="checkbox"/> Last three audited financial statements | <input type="checkbox"/> Most Current rate Study | <input type="checkbox"/> Capitol Budget |
| <input type="checkbox"/> Annual Budget for current year | <input type="checkbox"/> Capital Improvement Plan | |

AND EITHER:

A resolution from your city council authorizing this loan application and designating an official authorized to accept and manage an Alaskan Drinking Water Fund Loan

OR

A resolution from your city council authorizing this loan application and specifying that an additional resolution will be issued to authorize the acceptance of a loan offer from the Alaska Drinking Water Fund

If User Fees are intended to repay any portion of this loan, please submit:

- Existing ordinance that authorizes the collection of user fees
- Current fee structure
- Pertinent portions of your budget documents
- Most recent State Single Audit
- Most recent rate study or rate analysis

Documents Attached with Online Application
Note: All files attached online are listed on page 6.

A separate account will be established within the municipality's accounting system through which financial assistance received from the Alaska Drinking Water Fund will be administered. I certify that the above information is current and correct.

Submit Completed Application to:

Alaska Department of Environmental Conservation
 State Revolving Fund Program
 555 Cordova Street
 Anchorage, AK 99501

Name: Robert DumouchelTitle: City Manager



Signature

3/29/21

Date

Documents Attached with Online Application:

This page is not required if no documents were attached with the online submittal

Cost estimate water - Tasmania Water SAD - 4-2.pdf
Reso 21-042 Signed - adjusting loan amount to .pdf
Attorney certificate letter re Tasmania Court .pdf



THE STATE
of **ALASKA**
GOVERNOR MIKE DUNLEAVY

Department of Environmental
Conservation

DIVISION OF WATER
P.O. Box 111800
Juneau, Alaska 99811-1800
Main: 907.465.6594
Fax: 907.465.5177

March 24, 2022

Robert Duchoumel
City Manager
City of Homer
491 E. Pioneer Ave
Homer, Alaska 99603

Re: Loan Agreement for Tasmania Court Water Main Extension (ADWF No. 409331-S)

Dear Mr. Duchoumel:

Enclosed for signature is the loan agreement in the amount of \$277,090 for the Tasmania Court Water Main Extension (Alaska Drinking Water Fund No. 409331-S). The finance charge for this loan is 1.5 percent.

Please return a copy of the fully signed loan agreement to dec.facilities.grants.loans@alaska.gov or mail a hard copy to the address identified below. The signed original agreement should be retained for your records.

Alaska Department of Environmental Conservation
Division of Water
Attn: Grants and Contracts
555 Cordova Street, 4th Floor
Anchorage, Alaska 99501

This loan is not effective, and no disbursements will be made, until the Department has received a copy of the fully signed agreement. If you have any questions regarding the loan agreement you may contact Young Ha, Program Manager, at 907-269-7544 or Josh Alvey, Project Engineer, at 907-269-1065.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Bates".

Randy Bates
Director

Enclosure: ADWF No. 409331-S Tasmania Court Water Main Extension Loan Agreement

**Drinking Water State Revolving Fund
Loan Agreement
No. 409331-S**

Between

**State of Alaska
Department of Environmental Conservation
Division of Water
State Revolving Fund Program**

And

City of Homer

Tasmania Court Water Main Extension	
Loan Amount	\$277,090
Subsidy Amount	\$138,545
Repayment Amount	\$138,545
Finance Charge	1.5%
Term	20 Years

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Article 1. Loan Terms

This loan agreement (“Agreement”) is made and entered into as of the date of final signature by the Alaska Department of Environmental Conservation (“Department”) and the City of Homer (“Borrower”) as identified in Article 4, and continues in full force and effect until the final day of the Agreement Period. This Agreement is made subject to, and conditional upon, the availability of funds.

1.01 Borrower Information

Borrower Name:	City of Homer
Borrower Mailing Address:	491 E. Pioneer Ave, Homer, AK, 99603
Name of Authorized Signatory:	Robert Duchoumel
Resolution Number:	20-042

1.02 Project Description

The Borrower shall use this loan to extend the water distribution system to provide piped public water to 11 rural residential zoned properties that are currently served by hauled water from City watering points or an onsite well.

1.03 Loan Amount

\$277,090

1.04 Loan Term

20 Years

1.05 Principal Forgiveness

\$138,545

1.06 Finance Charge

Interest Rate: 1.0%
Fee: 0.5%
Total Finance Charge: 1.5%

Article 2. General Terms and Conditions

The Borrower shall comply with all applicable federal, state and local laws, requirements, and ordinances for the planning, design, construction, implementation, and administration of the Project and this Agreement, including but not limited to those identified in the General Terms and Conditions and Attachments.

2.01 Accounting Practices

The Borrower shall separately account for all monies received from the Alaska Drinking Water Fund and shall maintain project accounts in accordance with generally accepted governmental accounting principles. The Department shall have the right to audit Borrower's records related to the Project.

2.02 Timely Use of Funds

- a. Concurrent with the execution and delivery of this Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to complete the Project in a timely manner in accordance with all applicable loan conditions.
- b. The Department will, in its discretion, revoke this Agreement if the Borrower has not initiated the Project within one year after signing the Agreement.
- c. If no disbursement request is made within the two-year period, the Department may take action to recall the loan.

2.03 Disbursement of Funds

Subject to the terms and conditions of this Agreement, the eligible project costs less other funding sources will be disbursed by the Department upon receipt and approval of Disbursement Requests and Progress Status Updates.

The Borrower shall submit Disbursement Requests and Progress Status Updates to the Department via the Division of Water's Online Application System (OASys). OASys may be accessed at the following link: <https://dec.alaska.gov/water/oasys.aspx>.

- a. Disbursement Requests including Progress Status Updates must be submitted to the Department on a quarterly basis, within 30 days following the end of each quarter.
- b. Should the Borrower fail to submit the quarterly Disbursement Requests and Progress Status Updates as required, the Department will not process subsequent Disbursement Requests until all outstanding quarterly report(s) are received.
- c. Departmental approvals required by this Agreement will not be unreasonably withheld.

- d. The Department will disburse funds only as necessary to complete the Project. Any funds remaining after completion of the Project will remain in the Alaska Drinking Water Fund.
- e. Borrower shall provide the Department with written evidence of materials and labor furnished to and performed upon the Project and such receipts of the payment of the same, releases, satisfactions and other signed statements and forms as the Department may reasonably require.
- f. The Department may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies.

2.04 Principal Forgiveness

As part of this Agreement, the Department has offered the Borrower \$138,545 of subsidy, in the form of principal forgiveness.

- a. Subsidy will be applied to each disbursement at 50% until all available subsidy has been applied.
- b. All subsidy shall be spent within one year of the date of this Agreement. Any subsidy funds not used within one year of the date of this Agreement may be withdrawn by the Department.

2.05 Loan Repayment

- a. The Borrower shall repay the principal amount and the finance charges on all cash disbursements made to the Borrower according to the repayment schedule. The repayment schedule will be prepared by the Department and confirmed by the Borrower, and will provide that:
 - i. The Borrower shall pay a finance charge of 1.5% on each disbursement. The finance charge is comprised of a fee of 0.5% on the total loan disbursed, plus the interest rate of 1.0%. Accrual of the finance charge will begin one year after the date of the first disbursement to the Borrower.
 - ii. The Borrower shall pay back the loan amount within 20 years from initiation of repayment. Repayment of the loan will be made with either equal annual principal payments plus the finance charge or equal annual total payments including the finance charge. Other repayment methods may be negotiated with the Department. Payments shall be applied first to any costs or charges incurred by the Department, outstanding interest, and, finally, to principal.
 - iii. The first installment payment will be due one year following substantial completion and initiation of operation of the Project.

- b. The Borrower hereby grants to the Department a security interest in and irrevocably pledges its Net Operating Revenues of the Borrower's water system to secure payment of and to pay the amounts due under this Loan Agreement. The Net Operating Revenues so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by law. The Borrower represents and warrants that the pledge of its Net Operating Revenues hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement. The Borrower covenants with the Department and any assignee of this Agreement that, except as otherwise expressly provided herein, the Borrower shall not issue any other obligations which have a pledge or lien on its Net Operating Revenues superior to or on a parity with the pledge herein granted without the written permission of the Department. This Loan is a parity obligation with all other State Revolving Fund (SRF) loans between the Department and the Borrower.
- c. The Borrower represents and warrants to the Department that the Borrower has not pledged revenues for the repayment of this Loan that have been previously pledged or encumbered, unless specifically set forth in the Borrower's Approved Application. The Net Operating Revenues pledged in this Loan Agreement for repayment of this Loan and each separate source of revenue are specifically identified and described in the Borrower's Approved Application.
- d. If the Borrower's Net Operating Revenues are insufficient to meet any loan payment to the Department when due, the Borrower shall pay the deficiency in its loan payment from any legally available funds of the Borrower. Repayment of the loan shall not be a direct and general obligation of the Borrower.
- e. If the Project Facility is damaged or destroyed prior to completion of the Agreement Period, the Borrower is liable to the Department for all amounts due under this Agreement.

2.06 Late Payment Fee

The Borrower shall be subject to a late charge for any repayment that is delinquent by more than 30 days, in accordance with the following conditions.

- a. If the Borrower is in good standing with the Department and has no late payments on any loans within the last five years:
 - i. And a payment is more than two months late a 1% charge will be applied against the outstanding amount due;
 - ii. And a payment is more than three months late a 3% charge will be applied against the outstanding amount due;
 - iii. And a payment is more than four months late a 5% charge will be applied against

the outstanding amount due.

- b. If the Borrower has had late loan payments in the last five years.
 - i. And a payment is more than one month late a 1% charge will be applied against the outstanding amount due;
 - ii. And a payment is more than two months late a 3% charge will be applied against the outstanding amount due;
 - iii. And a payment is more than three months late a 5% charge will be applied against the outstanding amount due.
- c. Additionally, interest on the unpaid balance will continue to accrue at the rate established in Section 1.05 and must be paid in addition to the late charge. Payments in arrears when the 5% late charge is assessed will be referred to the Alaska Department of Law for collection.

2.07 Loan Default

The Borrower shall be in default, if a loan repayment has not been made within 90 days of the due date, as determined by the repayment schedule prepared by the Department and provided to the Borrower.

The provisions of AS 37.15.575 relating to state aid interception apply to the loan made under this Agreement.

2.08 Notification

Any disbursement or repayment made by the Department or Borrower under this Agreement shall be delivered by electronic transfer or by registered or certified mail.

- b. In order to submit repayments electronically, the Borrower must submit a request to the following email: dec.adec.userfees@alaska.gov to initiate the process and complete required forms.
- c. Any repayment addressed to the Department shall be sent to:
 - Alaska Department of Environmental Conservation
 - Division of Administrative Services
 - Financial Services
 - PO Box 11800
 - Juneau, AK 99811-1800
- d. Any disbursement addressed to the Borrower shall be sent to:

Robert Duchoumel

City Manager, City of Homer
491 E. Pioneer Ave
Homer, AK 99603

2.09 Insurance

- a. If applicable, until the Project is completed by the Borrower, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the Project Facility for the benefit of the Department, the Borrower and the prime contractor, and all subcontractors, as their interests in the Project may appear. The Borrower shall insure the Facility against loss or damage in an amount at least equal to the Allowable Project Cost specified in Article 3(e).
- b. If applicable, an insurance policy issued pursuant to Section 2.15 must be written or endorsed to make losses payable to the Department and the Borrower as their interests may appear. The interests of the Department are limited to the unpaid principal balance of the loan and any finance charge and penalties accrued as of the date such loan may be paid in full as a result of any insurance payoff, following destruction or damage to the Project Facility.
- c. In the event the Borrower fails to maintain the full insurance coverage required by this Agreement, the Department may take out the required policies of insurance and pay the premiums. All amounts so advanced by the Department shall become an additional obligation of the Borrower to the Department.
- d. The Borrower shall require its contractors and subcontractors to maintain workers compensation, commercial general liability, property damage, and vehicle liability insurance. Until the Project is complete, the Borrower (or at the option of the Borrower, the contractor) shall maintain insurance for the loss of the facility for the benefit of the Department, the Borrower, the prime contractor, and all subcontractors, as their interests in the Project may appear.

2.10 Environmental Review

Prior to initiating the Project, the Borrower shall consult with the Department to determine the required level of environmental review. The Department will notify the Borrower of the type of environmental documentation that will be required, if any.

The Borrower shall complete an environmental review in accordance with the State Environmental Review Process (SERP), and in compliance with state and federal environmental laws prior to any ground disturbing or construction activities conducted as part of this Project. Disbursement Requests for costs related to construction activities shall not be accepted until the SERP review has been completed. Any ground disturbing or construction activities that occur prior to the notification to the Borrower, by the Department, that Department's decision has been finalized are ineligible for reimbursement.

Any mitigation measures identified through the environmental review shall be fully implemented by the Borrower.

An environmental determination is valid for five years. Any activities occurring more than five years following the original environmental determination must undergo an additional review.

2.11 Archeological and Historical Preservation

If historical or cultural artifacts are discovered during the Project, the Borrower shall immediately stop construction and implement reasonable measures to protect the discovery site from further disturbance; take reasonable steps to ensure confidentiality of the discovery site, restrict access to the site; and notify the concerned tribe's cultural staff or committee, the Department, and the State of Alaska's Historical Preservation Officer. If human remains are uncovered, the Borrower shall immediately report the presence and location of the remains to law enforcement, the concerned tribe's cultural staff or committee, and the Department.

2.12 Site Access

The Department has the right, at all reasonable times, to enter the Project Site, for the purpose of inspecting the Project and Project Facility.

2.13 Construction

- a. With the exception of land easements, all real estate and personal property constituting the Project Site and the Project must belong to the Borrower.
- b. The Borrower shall not begin construction until the Project has received an Approval to Construct (ATC), if one is required. If an ATC is not required by the Department's Drinking Water Program (DWP), the Borrower shall provide a statement from DWP to that effect.
 - i. In its approvals, the Department may specify changes or conditions to the plans and specifications.
 - ii. The Department must approve any subsequent changes to, or deviations from, approved plans.
- c. If an ATC as described in (b) above is not required, the Borrower shall not begin construction until the plans and specifications have been reviewed and approved by the assigned State Revolving Fund Program Engineer.
- d. Any construction contract estimated to equal or exceed \$100,000 shall be awarded through a competitive bidding process and any construction contract estimated to be less than \$100,000 may be negotiated if the Department approves the solicitation and negotiation procedures.

- e. All construction contracts and contractors' estimate forms shall be prepared so that materials and equipment may be readily itemized as to allowable project costs and non-eligible costs.
- f. Any change in a construction contract that will alter the contract specifications, time, or price, or will substantially modify the proposed treatment process, shall be submitted to the Department for approval if the Borrower wishes to have the modifications considered loan eligible.
- g. When applicable, the Borrower shall require each construction contractor to furnish a performance and payment bond in an amount at least equal to 100 percent of the contract price.
- h. Construction of the Project shall conform to applicable federal, state, and local laws, ordinances, and regulations.
- i. The Borrower shall proceed expeditiously and complete the Project in accordance with the Approved Application, project schedule, surveys, plans, profiles, cross-sections, specifications, and amendments.

2.14 Compliance with Laws, Regulations, Etc.

The Borrower shall comply with, and require its contractors and subcontractors to comply with, all applicable federal and state laws, rules, guidelines, regulations, and requirements to include, but not limited to, the following:

- a. The "List of Federal Laws and Authorities (Federal 'Cross-Cutting' Authorities)" as identified in Exhibit "A" and made a part hereof.

- b. Lobbying

No portion of the loan amount may be used for lobbying or propaganda purposes as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

- c. Davis-Bacon Act

For construction, alteration, and repair of treatment works, the Borrower shall ensure that contract wages paid are the higher of the State or Federal wage rate on a classification by classification basis for the construction of the Project. Both prevailing wage rates established for the locality by the Alaska Department of Labor under AS 36.05.010, and Federal standards in accordance with 40 U.S.C. Subtitle II Part A Subchapter IV (commonly referred to as the "Davis Bacon Act") apply. Labors and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

- i. The Borrower shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) less than 10 days before posting. Wages are locked-in at bid opening if awarded within 90 days. Wages must be updated if contract award is more than 90 days after bid opening. Once a Davis-Bacon wage rate has been locked, it stays in effect for the duration of the project. These wage determinations shall be incorporated into solicitations and any subsequent contracts. In addition, the wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor or subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
 - ii. The Borrower shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub-contracts in excess of \$2,000. Borrower shall ensure no contracts are awarded to contractors excluded from federal contracts.
 - iii. The Borrower shall periodically interview a representative portion of the work force entitled to Davis-Bacon prevailing wages to verify that contractors or subcontractors are paying the appropriate wage rates. Borrowers shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5), all interviews must be conducted in confidence. The Borrower must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
 - iv. The Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. In addition, during the examinations, the Borrower shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions. The Borrower shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.
 - v. In addition, the Borrower shall consult with the Department on any required contract or bid document language to ensure that appropriate federal "Davis Bacon Act" material is included in the documentation.
- d. Title I – Employment of the American with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title I-Employment of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title I of that Act, shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

e. Title II-Public Services of the Americans with Disabilities Act of 1990

When applicable, the Borrower shall comply with Title II-Public Services of the Americans with Disabilities Act of 1990 (P.L. 101-336) and in accordance with Title II of the Act, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

f. Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations”

When applicable, the Borrower shall comply with Title II, Part 35, Section 35.151 of the Americans with Disabilities Act “New Construction and Alterations.”

- i. Design and construction: Each facility or part of a facility constructed by, on behalf of, or for the use of a public entity shall be designed and constructed in such manner that the facility or part of the facility is readily accessible to and usable by individuals with disabilities, if the construction was commenced after January 26, 1992.
- ii. Alteration: Each facility or part of a facility altered by, on behalf, of or for the use of a public entity in a manner that affects or could affect the usability of the facility or part of the facility shall, to the maximum extent feasible, be altered in such manner that the altered portion of the facility is readily accessible to and usable by individuals with disabilities, if the alteration was commenced after January 26, 1992.
- iii. Accessibility standards: Design, construction or alteration of facilities in conformance with the Uniform Federal Accessibility Standards (UFAS) (Appendix A to 41 CRF part 101-19.6) or with the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG) (Appendix A to 28 CFR Part 36) shall be deemed to comply with the requirements of this section with respect to those facilities, except that the elevator exemption contained at section 4.1.3(5) and section 4.1.5(1)(j) of ADAAG shall not apply.

g. Title III, Part 36, Section 36.401 of the American with Disabilities Act “New Construction”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.401 of the Americans with Disabilities Act “New Construction.” Except as provided in paragraph (b) and (c) of the Act, discrimination for purposes of this part includes a failure to design and construct facilities for first occupancy after January 26, 1993, that are readily accessible to and usable by individuals with disabilities.

h. Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alternations”

When applicable, the Borrower shall comply with Title III, Part 36, Section 36.402 of the Americans with Disabilities Act “Alterations.”

- i. General: Any alteration to a place of public accommodation or a commercial facility, after January 26, 1992, shall be made so as to ensure that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.
 - ii. Alteration: An alteration is a change to a place of public accommodation or a commercial facility that affects or could affect the usability of the building or facility or any part thereof.
- i. 2 CFR Part 180, Responsibilities of Participants Regarding Transactions

The Borrower shall fully comply with Subpart C of 2 CFR Part 180, entitled “Responsibilities of Participants Regarding Transactions.” The Borrower is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Borrower is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Borrower acknowledges that failing to disclose the information required under 2 CFR Part 180 may result in the delay or negation of this assistance Agreement, or pursuance of legal remedies, including suspension and debarment.

- j. American Iron and Steel

Per the “America’s Water Infrastructure Act of 2018,” none of the funds made available to the Borrower through this Agreement shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States, unless the Department approved engineering plans and specifications prior to December 16, 2014.

The Borrower may request a waiver to this requirement if:

- i. It is inconsistent with the public interest;
- ii. Iron and steel products that are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- iii. Inclusion of iron and steel products produced in the United States that will increase the cost of the overall Project by more than 25 percent.

Waiver requests shall be submitted to the Department by the Borrower; the Department will then forward the request to the Environmental Protection Agency (EPA) for consideration. EPA will make a copy of the request, and information available to the Administrator concerning the request, available to the

public on an EPA website for at least fifteen days for informal public input prior to making a finding.

2.15 Project Completion

- a. Upon completion of the Project, the Borrower shall provide a statement to the Department of the project final costs by category of expenditure, including but not limited to costs for administration, design, construction engineering, construction and equipment.
- b. Prior to initiation of operations, the Borrower shall submit to the Department the following:
 - i. Criteria for project performance.
 - ii. An adopted water use ordinance and a user charge.
- c. Upon substantial completion of the Project, the Borrower shall initiate operation of the Project Facility and immediately notify the Department in writing of initiation of operation. If construction is complete except for minor items, and the facility is operating, but the Borrower has not sent a notice of initiation of operation, the Department will, in its discretion, assign an initiation of operations date.
- d. For any Project that requires an Approval to Construct from the Department, the Borrower must obtain a Final Approval to Operate.
- e. Upon initiation of operation, the Borrower shall certify that the Project Facility is and will be operated by sufficient qualified operating personnel certified by the State of Alaska.
- f. Within one year of the initiation of operation, the Borrower shall
 - i. Be subject to a final inspection by the Department;
 - ii. Submit to the Department a manual for operations and maintenance of the Project Facility for Department approval;
 - iii. Submit to the Department a certification that the facility is performing up to design standards.
- g. Nothing contained in this Agreement shall be construed as an obligation or pledge of the Borrower to appropriate or expend general funds and general revenues of the Borrower to operate or maintain the Project Facility.

2.16 Amendments and Modifications

This Agreement may only be modified or amended in writing and executed by the authorized representatives of all parties to this Agreement.

2.17 Disputes

The Borrower shall raise any concerns or issues it may have regarding the Project with the Department promptly and prior to project completion. If those concerns or issues are not satisfactorily resolved, the Borrower shall promptly give written notice to the Department with a detailed description of the continuing concerns or issues. Jurisdiction and venue for any legal dispute shall be in the Superior Court for the State of Alaska, Third Judicial District at Anchorage, and in no other court or location. In the event of a legal dispute, both parties knowingly and voluntarily waive their right to trial by jury (including any advisory jury) and elect to have the dispute tried only to a judge. In the event of litigation, the prevailing party shall be entitled to an award of its reasonable, actual attorney's fees and costs of litigation. Each party has had an opportunity to review this Agreement with legal counsel of its choosing (or waived such opportunity), therefore this Agreement shall not be interpreted in favor of either party. This Agreement shall be governed by the laws of the State of Alaska.

2.18 Termination

The Department may cancel all or any part of this Agreement if:

- a. Any representation or other statement made by the Borrower to the Department in connection with its application for a loan from the Alaska Drinking Water Fund is incorrect or incomplete in any material respect;
- b. The Borrower has violated commitments made in the Approved Application and supporting documents, has not adhered to the regulations of the Alaska Drinking Water Fund (18 AAC 76), has violated any of the terms of this Agreement; or
- c. The financial position of the Borrower has, in the opinion of the Department, suffered a materially adverse change.

2.19 Indemnification

The Borrower shall defend with counsel of the Department's choosing, indemnify, and hold harmless the Department and the State of Alaska, and their agents, servants, contractors, and employees, from and against any and all claims, demands, causes of action, actions, and liabilities arising out of, or in any way connected with this funding or the Project for which the funding is made, howsoever caused, except to the extent that such claims, demands, causes of action, actions or liabilities are the proximate result of the sole negligence or willful misconduct of employees or agents of the Department or the State of Alaska.

Article 3. Definitions

Except where the context clearly indicates otherwise, terms used in this Agreement will have the meaning ascribed to them in this section.

- a. "Approved Application" means the application submitted to the Department on November 30, 2021, together with all attachments and supporting documentation, as approved by the Department.
- b. "Finance Charge" means 1.5 percent per annum.
- c. "Agreement Period" means the time period commencing on the date this Agreement is signed by the Department's Finance Officer and terminating on the date the Borrower repays the loan in full.
- d. "Subsidy" means principal forgiveness awarded under this Agreement.
- e. "Eligible Project Costs" include the following costs disbursed from the Alaska Drinking Water Fund, estimated to not exceed \$277,090 for demolition, construction, engineering, machinery, furnishings, equipment, surveys, plans, estimates, specifications, necessary insurance, financial and environmental investigations, laboratory testing, resident engineering and inspection fees, force account, legal expenses, and any other necessary miscellaneous expenditures, minus the amount of any grant applicable foregoing costs.
- f. "Initiation of Operation" means the date of which the Project or Project Facility begins operating for the purposes for which it was planned, designed, or built.
- g. "Iron and Steel Products" means the following products are primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps, and restraints, vales, structural steel, reinforced precast concrete, construction materials.
- h. "Net Operating Revenues" means revenues of Borrower's system after payment of operation and maintenance costs of the system.
- i. "Project" means the activities or documents described in Article 1.02.
- j. "Project Facility" means the water treatment plant, distribution system, or related facilities in which Project activities are occurring.
- k. "Project Site" means the location at which the Project activities are occurring.

Article 4. Signatures

This Agreement is binding upon the parties specified below, and to any person, office, or board succeeding either of the parties. This Agreement may not be assigned by the Borrower without written consent of the Department.

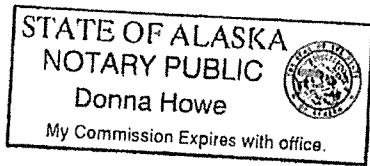
Nothing in this Agreement, whether or not accepted, may be deemed to constitute a contractual obligation on the part of the Department until the Agreement is signed by all parties.

Alaska Department of Environmental Conservation

By: Heidi Thomerson
Heidi Thomerson, Acting Finance Officer
Division of Administrative Services

**ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District**

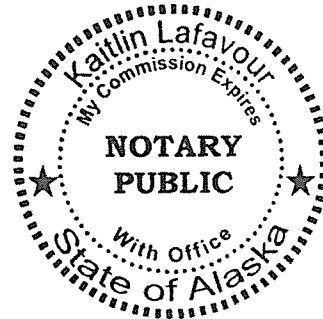
The foregoing instrument was acknowledged before me this 23 day of March, 2022



Donna Howe
Notary Public, State of Alaska
My commission expires: w/office

Alaska Department of Environmental Conservation

By: Randy Bates
Randy Bates, Director
Division of Water



**ACKNOWLEDGEMENT
STATE OF ALASKA
First Judicial District**

The foregoing instrument was acknowledged before me this 24th day of March, 2022

Kaitlin Lafavour
Notary Public, State of Alaska
My commission expires: with office

City of Homer

By: _____
Robert Duchoumel
City of Homer

**ACKNOWLEDGEMENT
STATE OF ALASKA
Third Judicial District**

The foregoing instrument was acknowledged before me this _____ day of _____, 2022

Notary Public, State of Alaska
My commission expires: _____

**Exhibit “A” – List of Federal Laws and Authorities
(FEDERAL CROSS-CUTTING AUTHORITIES)**

Environmental and Cultural Authorities:

- Archeological and Historic Preservation Act of 1974, Public Law 93-291
- Archeological Resources Protection Act, Public Law 96-95 as amended
- Bald and Golden Eagle Protection Act, 16 U.S.C. 668-668c
- Clean Air Act, Public Law 95-95, as amended
- Clean Water Act, Public Law 92-50, as amended
- Coastal Barriers Resources Act, Public Law 97-348
- Coastal Zone Management Act of 1972, Public Law 92-583, as amended
- Consultation and Coordination with Indian Tribal Governments, Executive Order 13175
- Endangered Species Act, Public Law 93-2015 as amended
- Environmental Justice, Executive Order 12898
- Essential Fish Habitat Consultation Process under the Magnuson-Stevens Fishery Conservation and Management Act, Public Law 94-265, as amended
- Farmland Protection Policy Act, Public Law 97-98
- Fish and Wildlife Coordination Act, Public Law 85-624, as amended
- Floodplain Management, Executive Order 11988, as amended by Executive Order 12148
- Marine Mammal Protection Act, 16 U.S.C. 1361
- Migratory Bird Treaty Act, 16 U.S.C. 703
- National Historic Preservation Act of 1966, Public Law 89-665
- Native American Graves Protection and Repatriation Act, Public Law 101-601
- Protection and Enhancement of the Cultural Environment, Executive Order 11593
- Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608
- Rivers and Harbors Act, 33 U.S.C. 403
- Safe Drinking Water Act, Public Law 93-523, as amended
- Wild and Scenic Rivers Act, Public Law 90-542

Social Policy Authorities:

- Age Discrimination Act of 1975, Public Law 94-135
- Title VI of the Civil Rights Act of 1964, Public Law 88-352
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Public Law 93-112
- Equal Employment Opportunity, Executive Order 11246
- Disadvantage Business Enterprise Provisions
 - Promoting the Use of Small, Minority, and Women-owned Businesses, Executive Orders 11625, 12138, and 12432
 - Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590
 - Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies appropriations Act of 1993, Public Law 102-389

Economic Authorities:

- Procurement Prohibitions Under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, included Executive Order 11738, Administration of the Clean Water Act with Respect to Federal Contracts, Grants, or Loans
- Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended

Miscellaneous Authority:

- Debarment and Suspension, Executive Order 12549
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646 as amended
- Preservation of Open Competition and Government Neutrality Towards Government contractors' Labor Relations on Federally Funded Constructed Projects, Executive Order 13202, as amended by Executive Order 13208
- Prohibition Against Sex Discrimination Under the Federal Water Pollution Control Act, Section 13 of Public Law 92-500
- 40 CFR Part 34, New Restrictions on Lobbying

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-16

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$30,000 from the Fishing Lagoon Capital Asset Repair and Maintenance Allowance (CARMA) Fund for the Purpose of Funding the Development of an Engineered Concept and Cost Estimate for an Accessible Fishing Platform at the Nick Dudiak Fishing Lagoon.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 29, 2022 Introduction

Memorandum 22-047 as backup.

2. City Council Regular Meeting April 11, 2022 Public Hearing and Second Reading

**CITY OF HOMER
HOMER, ALASKA**

City Manager/
Public Works Director

ORDINANCE 22-16

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA APPROPRIATING \$30,000 FROM THE FISHING LAGOON CAPITAL ASSET REPAIR AND MAINTENANCE ALLOWANCE (CARMA) FUND FOR THE PURPOSE OF FUNDING THE DEVELOPMENT OF AN ENGINEERED CONCEPT AND COST ESTIMATE FOR AN ACCESSIBLE FISHING PLATFORM AT THE NICK DUDIAK FISHING LAGOON. CITY MANAGER/PUBLIC WORKS DIRECTOR.

WHEREAS, The ADA platform at the Nick Dudiak Fishing Lagoon has deteriorated and no longer serves its purpose of providing ADA access to the fishing waters; and

WHEREAS, Funds are available in the Fishing Lagoon CARMA Account; and

WHEREAS, The likelihood of securing a grant for construction of a new access platform would be greater if we had an engineered concept and reasonable cost estimate.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY22 Capital Budget by appropriating \$30,000 from Fishing Lagoon CARMA Account for the purpose of funding the development of an engineered concept and reasonable cost estimate for an ADA accessible fishing platform at the Nick Dudiak Fishing Lagoon as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0397	Fishing Lagoon CARMA	\$30,000

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 ____ day of _____, 2022.

CITY OF HOMER

KEN CASTNER, MAYOR

43

44 ATTEST:

45

46

47 _____

48 MELISSA JACOBSEN, MMC, CITY CLERK

49

50

51 YES

52 NO:

53 ABSTAIN:

54 ABSENT:

55

56 First Reading:

57 Public Reading:

58 Second Reading:

59 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Public Works

3575 Heath Street
Homer, AK 99603

publicworks@cityofhomer-ak.gov

(p) 907-235-3170

(f) 907-235-3145

Memorandum 22-047

TO: Mayor Castner and Homer City Council
THROUGH: Robert Dumouchel, City Manager
FROM: Janette Keiser, PE, Director of Public Works
DATE: 3/18/2022
SUBJECT: ADA Access for Nick Dudiak Fishing Lagoon

Issue: We need funds authorized from the Fishing Lagoon CARMA to pay for engineering for ADA access for the Nick Dudiak Fishing Lagoon.

Background: The ADA platform at the Nick Dudiak Fishing Lagoon has deteriorated and no longer serves its purpose of providing ADA access to the fishing waters. Parts of it have detached from the main body and are a safety hazard. The problem with the existing platform is that it is subject to damage from tidal action and gravel build-up. A new access platform is needed that will better resist these forces. Such a solution will not be quick, cheap or easy. It will, in all likelihood, require grant funding to construct a new access platform.

The probability of securing a grant would be greater if we had an engineered concept and reasonable cost estimate. There is \$110,165 in the Fishing Lagoon CARMA Account available to fund this work. Fishing Lagoon CARMA is one of three specific CARMA “buckets” that was not part of the CARMA consolidation associated with Ordinance 21-30(S). The funds in the Fishing Lagoon CARMA are set aside to care for the specific infrastructure and support future dredging maintenance projects.

Recommendation:

That the City Council appropriate \$30,000 from the Fishing Lagoon CARMA Account to fund the development of an engineered concept and reasonable cost estimate for an ADA accessible fishing platform at the Nick Dudiak Fishing Lagoon

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>ADA Access for Nick Dudiak Fishing Lagoon</u>	DATE	<u>03/24/2022</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 30,000</u>		

DESCRIPTION	<p>The ADA platform at the Nick Dudiak Fishing Lagoon has deteriorated and no longer serves its purpose of providing ADA access to the fishing waters. Parts of it have detached from the main body and are a safety hazard. The problem with the existing platform is that it is subject to damage from tidal action and gravel build-up. A new access platform is needed that will better resist these forces. Such a solution will not be quick, cheap or easy. It will, in all likelihood, require grant funding to construct a new access platform. The probability of securing a grant would be greater if we had an engineered concept and reasonable cost estimate.</p>
-------------	---

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

FUNDING SOURCE 1: Fishing Lagoon CARMA	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 110,165</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 0</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 30,000</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 80,165</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

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

3 City Manager/
4 Public Works Director

5 **ORDINANCE 22-18(S)**
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER ALASKA
8 AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING
9 \$461,446 FROM THE HOMER ACCELERATED WATER AND SEWER
10 PROJECT (HAWSP) FUND TO FUND THE CITY'S PORTION OF
11 COSTS FOR THE BUNNELL AVE/CHARLES WAY WATER AND SEWER
12 SPECIAL ASSESSMENT DISTRICT.
13

14 WHEREAS, The Bunnell Ave/Charles Way Water and Sewer Special Assessment District
15 (SAD) was created with Resolution 22-023; and
16

17 WHEREAS, The City is responsible for 25% of the cost of the improvement pursuant to
18 Resolution 01-21; and
19

20 WHEREAS, The City is a property owner in the Bunnell Ave/Charles Way Water and
21 Sewer SAD and is responsible for their 75% portion of the property owners assessment.
22

23 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:
24

25 Section 1. The Homer City Council hereby amends the FY22 Capital Budget by
26 appropriating \$461,446 from the HAWSP Fund to fund the City's portions of the Bunnell
27 Ave/Charles Way Water and Sewer SAD as follows:
28

<u>Account</u>	<u>Description</u>	<u>Amount</u>
29 205-xxx	City's 25% of Total	\$74,987 (water)
	Estimated Project Cost	\$104,555 (sewer)
32		
33		
34 205-xxx	City's 75% Estimated Property	\$116,644 (water)
35	Owner Assessment Share	<u>\$165,260</u> (sewer)
36	Total	\$461,446
37		

38 Section 2. This is a budget amendment ordinance only, is not permanent in nature, and
39 shall not be codified.
40

41 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28th day of March, 2022.
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CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Reading:

Second Reading:

Effective Date:

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-18

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$943,858 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Finance the Cost of the Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting March 29, 2022 Introduction

Memorandum 22-049 from Public Works Director as backup.

Ordinance 22-18(S), An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget by Appropriating \$461,446 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Fund the City's Portion of Costs for Bunnell Ave/Charles Way Water and Sewer Special Assessment Districts Introduced on April 11, 2022.

2. City Council Regular Meeting April 11, 2022 Public Hearing and Second Reading

Memorandum 22-064 from Public Works Director as backup.



Memorandum 22-064

TO: Mayor Castner and Homer City Council
THROUGH: Rob Dumouchel, City Manager
FROM: Jan Keiser, Public Works Director
DATE: April 7, 2022
SUBJECT: Appropriation for Charles Street/Bunnell Ave Water & Sewer Special Assessment Districts for City's Share of Costs

I. Issue: The purpose of this Memorandum is to request funding for the Charles Street/Bunnell Avenue Water & Sewer Special Assessment Districts for the City's share of the total project costs.

II. Background

The City Council created the Charles Way/Bunnell Avenue Water and Sewer Special Assessment Districts (SAD) with the passage of Resolution 22-023 on March 29, 2022. The estimated costs of the work are:

Water SAD	\$525,637
Sewer SAD	<u>\$418,221</u>
Total	\$943,858

The City's portion of costs are:

a. City's 25% of Total Estimated Project Costs:

• Water	\$74,987	
• Sewer	<u>\$104,555</u>	
Subtotal		\$179,542

b. City's 75% Estimated Property Owner Assessment Share:

• Water	\$116,644	
• Sewer	<u>\$165,260</u>	
Subtotal		<u>\$281,904</u>

Grand Total \$461,446

The finances for these SADs are complex. First, the City will receive a Principal Forgiveness Subsidy from the AK Department of Conservation for the water project in the amount of \$225,690. Next, the City will pay cash from the HAWSP Fund, for its 25% contribution as well as a share of the assessments as a property owner. All these factors will be reconciled in the Final Assessment Rolls, which will be computed and submitted for public comment and City Council consideration, probably in early 2023. In the meantime, the City must first pay the total expenses of the improvement projects and a total appropriation of \$943,858 will be needed from the HAWSP Fund for this purpose.

As of the last report, dated July 21, 2021, there was expected to be an ending balance FY22 ending balance of \$3,211,857 in the HAWSP Account, which took into account the City's obligations for the Alder Lane Water and Tasmania Court Water/Sewer Special Assessment Districts.

III. Recommendation

That the City Council appropriate \$461,446 from the HAWSP Fund for the City's portion of the Bunnell Avenue/Charles Way Water and Sewer Special Assessment Districts. An additional appropriation of \$482,412 to make up the balance of the \$943,858 in total costs, will be needed soon.

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>Bunnell Ave/Charles Way SAD</u>	DATE	<u>03/24/2022</u>
DEPARTMENT	<u>Public Works</u>	SPONSOR	<u>City Manager/PW Director</u>
REQUESTED AMOUNT	<u>\$ 461,446</u>		

DESCRIPTION	<p>The City Council created the Charles Way/Bunnell Avenue Water and Sewer Special Assessment Districts (SAD) with the passage of Resolution 22-017(A). The City's portion of the SAD are as follows:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">City's 25% of Total Estimated Project Cost</td> <td style="width: 50%;">\$74,987 (water) \$104,555 (sewer)</td> </tr> <tr> <td>City's 75% Estimated Property Owner Assessment Share</td> <td>\$116,644 (water) \$165,260 (sewer)</td> </tr> <tr> <td>Total</td> <td>\$461,446</td> </tr> </table>	City's 25% of Total Estimated Project Cost	\$74,987 (water) \$104,555 (sewer)	City's 75% Estimated Property Owner Assessment Share	\$116,644 (water) \$165,260 (sewer)	Total	\$461,446
City's 25% of Total Estimated Project Cost	\$74,987 (water) \$104,555 (sewer)						
City's 75% Estimated Property Owner Assessment Share	\$116,644 (water) \$165,260 (sewer)						
Total	\$461,446						

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

FUNDING SOURCE 1: HAWSP	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 3,786,344</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 1,252,370</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 461,446</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 2,072,528</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-19

An Ordinance of the City Council of Homer, Alaska, Amending the FY22 Capital Budget by Appropriating Funds in the Amount of \$ 56,450 from the Port Reserves Fund for the Purpose of Engaging R&M Consultants' Grant Assistance and Engineering Support Teams to Develop and Submit a 2022 Port Infrastructure Development Program Grant Application for Homer Harbor's Float Replacement Project.

Sponsor: Erickson/Port

1. City Council Regular Meeting March 29, 2022 Introduction

Memorandum 22-050 as backup.

2. City Council Regular Meeting April 11, 2022 Public Hearing and Second Reading

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

Erickson/Port

3
4 **ORDINANCE 22-19**

5
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,
7 AMENDING THE FY22 CAPITAL BUDGET BY APPROPRIATING
8 FUNDS IN THE AMOUNT OF \$ 56,450. FROM THE PORT RESERVES
9 FUND FOR THE PURPOSE OF ENGAGING R&M CONSULTANTS'
10 GRANT ASSISTANCE AND ENGINEERING SUPPORT TEAMS TO
11 DEVELOP AND SUBMIT A 2022 PORT INFRASTRUCTURE
12 DEVELOPMENT PROGRAM GRANT APPLICATION FOR HOMER
13 HARBOR'S FLOAT REPLACEMENT PROJECT.
14

15 WHEREAS, The State of Alaska sold Homer harbor to the City in 1999 and it was
16 recognized that much of the vessel mooring systems were due to be replaced at that time; and
17

18 WHEREAS, It's an accepted industry standard that vessel float systems have a 30 year
19 engineered life expectancy and at this time 71% of our vessel mooring floats are older than 30
20 years and some are nearly 60 years old; and
21

22 WHEREAS, The Department of Transportation Port infrastructure Development Grant
23 Program (PIDP) supports projects that improve facilities directly related to operations of
24 intermodal connections to coastal seaports, river ports, and Great Lake ports; and
25

26 WHEREAS, Many federal grants offer a standard 50% local/50% federal match. These
27 Federal Transportation Development dollars have a 20% local/80% federal match requirement
28 which creates a great fiscal opportunity for Homer to modernize our vessel mooring systems
29 in the harbor; and
30

31 WHEREAS, To capitalize on this opportunity the City reached out to R&M Consultants,
32 Inc. who is one of our city contracted engineering firms, for pricing to engage them for grant
33 submission development assistance and engineering support, with the end goal being a 2022
34 grant submission to PIDP and/or any other grant opportunities that they believe that Homer
35 would qualify for; and
36

37 WHEREAS, The City has received a quote from R&M Consultants, Inc. in the amount of
38 \$56,450 for engineering support, project benefit cost analysis, and PIDP grant assistance,
39 development and submission for the homer harbor float replacement project; and
40

41 WHEREAS, The benefit cost analysis, float replacement cost analysis, and engineering
42 support components needed for the PIDP grant submission will also be required elements for

43 any other grant opportunities that may be open to us in the future, and R&M’s work can be re-
44 utilized for such opportunities; and

45
46 WHEREAS, Homer harbor maintenance staff have done an excellent job of maintaining
47 our float facilities over the years, but for a majority of these systems time is running out and as
48 the owners and stewards of this valuable public resource that our community relies on we
49 must work to develop a plan for re-capitalization that takes advantage of grant funding and
50 local share dollars.

51
52 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

53
54 Section 1: The FY22 Capital budget is hereby amended by appropriating funds in the
55 amount of \$56,450 from the Port Reserve Fund for the purpose of engaging R&M Consultants’
56 grant assistance and engineering support teams to develop and submit a 2022 Port
57 Infrastructure Development Program Grant Application for Homer harbor’s float replacement
58 project, as follows:

59

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
60 456-0380	61 R&M Consulting Grant Services- 62 Float Replacement	63 \$56,450

64 Section 2: This is a budget amendment ordinance, is not permanent in nature, and shall
65 not be codified.

66
67 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this ____ day of _____,
68 2022.

69
70 CITY OF HOMER
71
72 _____
73 KEN CASTNER, MAYOR

74 ATTEST:
75
76 _____
77 MELISSA JACOBSEN, MMC, CITY CLERK

78
79 YES:
80 NO:
81 ABSTAIN:
82 ABSENT:

83

- 84 First Reading:
- 85 Public Hearing:
- 86 Second Reading:
- 87 Effective Date:



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum 22-050

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

THRU: ROB DUMOUCHEL, CITY MANAGER

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: MARCH 23, 2022

SUBJECT: ORDINANCE 22-19 - FLOAT REPLACEMENT AND HOW THE PORT INFRASTRUCTURE DEVELOPMENT GRANT PROGRAM (PIDP) CAN HELP

Attached is a Homer harbor float facilities assessment that my staff and I created to help us get a big picture view of facility wide float conditions. I hope that this conversation will allow us to justify using our resources to apply for any Federal and or State grant money that may be available to us to replace our harbor mooring systems that have aged out. As the float facilities asset sheet shows, you can see that at this time 71.6% of the float systems are at or past their engineered life span.

- 42,197 sq ft. of the Harbor's floats are at the end of their engineered life span this year
- 46,390 sq ft. of the harbor's floats are 6 years past their engineered life span
- 26,854 sq ft. of the harbor's floats are 28 years past their engineered life span



Up until 1999, the State owned the harbor and the city managed it as an Enterprise for them. In 1999 the State sold the harbor to the city for a dollar “as is” as it was in the state’s interest to divest its self from the responsibility of maintaining the infrastructure. We received 3 million dollars in the TORA to be used to replace some of the floats but we have a very large harbor and those dollars were really only a fair start on the actual need.

PIDP

DOT’s Maritime Port infrastructure Development grant program (PIDP) supports projects that improve facilities within, or directly related to operations of coastal seaports, river ports and Great Lake ports. Replacement of the Homer Port’s aging floats definitely fits within this category. PIDP is a 20% local/80% federal cost share match which makes it a highly appealing option when considering the large dollar amounts of a project of this scale. It’s also a competitive option with \$450 million dollars funded into the program and available for grant allocation this Fiscal year (2022). And on an even more positive note is that some of this money has been set aside specifically for small harbors.

R&M

Although \$450,000,000.00 is a healthy pool of available grant funds, PIDP is a national grant program, which means that Ports from all 50 states will be applying and competing for the funding. The grant application also has required components including a Cost to Benefit Ratio of the proposed project and a Cost projection scope which are numbers that we don’t yet have. Due to the strength of the opportunity and the 80% cost share that is picked up by the grant, we would like to pursue this avenue with a goal of pulling together a competitive grant proposal. To that end we’ve spoken with one of our contract engineers, R&M, who have both a grant writing department and the engineering capability to perform the work needed for the Cost to Benefit analysis and detailed project scope. Their proposal for this is included. It is our recommendation that we move forward with this as soon as possible, to capitalize on this opportunity, with a goal of submitting an application by the May 16 2022 deadline. Much of their work developing the project scope will also be extremely useful for other grant opportunities and can be utilized again as new opportunities arrive for the same float replacement end goal.

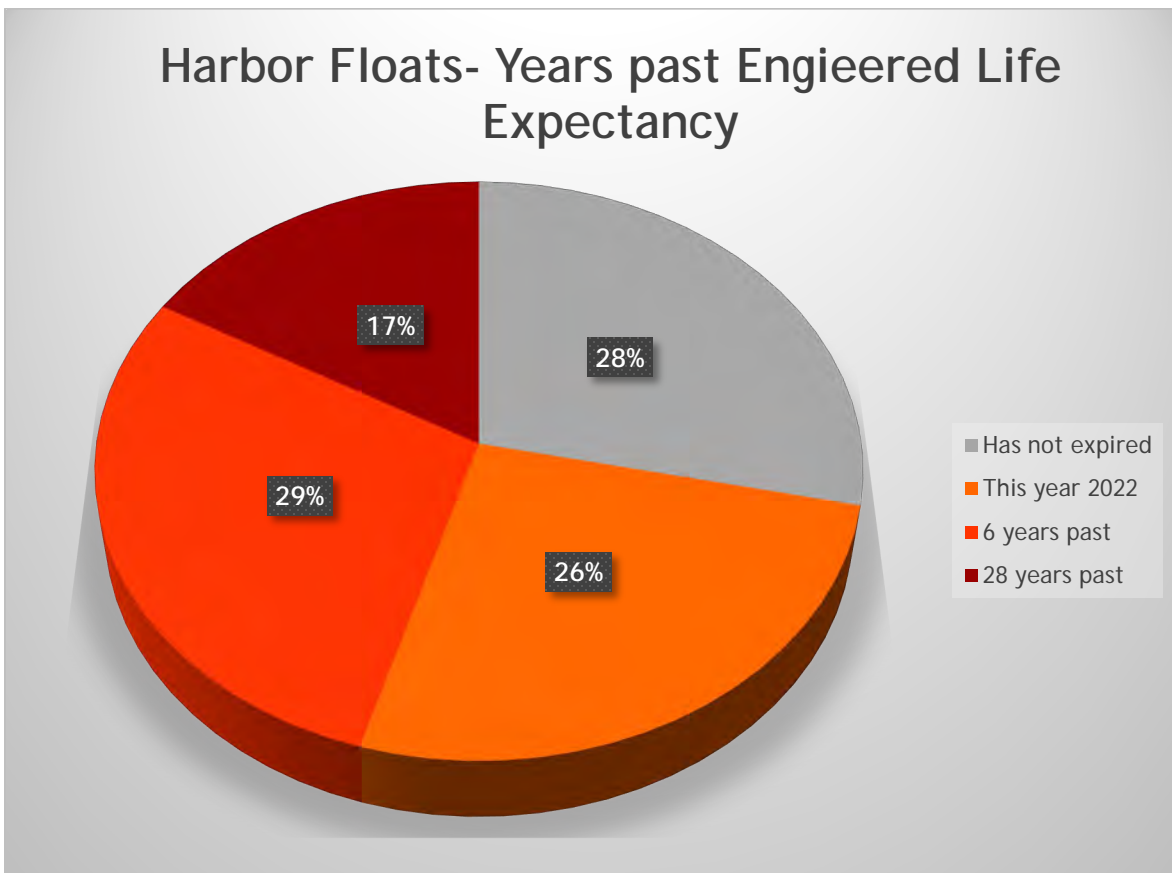
On March 16 this idea was presented and incorporated into discussion at the City Council’s visioning session as part of the wider picture and planning effort to develop the funding we know we need to repair, replace and keep this valuable public resource. Staff believe that utilizing R&M’s skilled team to develop a competitive grant application to submit to PIDP that may allow us to acquire federal dollars to address the ever aging float systems in the harbor that the community and commerce depend on.

RECOMMENDATION

Approval of Ordinance 22-19 amending the FY22 Capital budget by appropriating funds in the amount of \$56,450 from the Port Reserve Fund for the purpose of engaging R&M Consultants’ grant assistance and engineering support teams to develop and submit a 2022 Port infrastructure development program grant application for Homer harbor’s float replacement project.

Attached: Port of Homer Asset sheet for float systems
R&M proposal for PIDP grant development and submission management on Homer’s behalf

HARBOR FLOATS- ASSET LIST



Port of Homer Property Schedule

Float System/Measurements

Current Year	2022
CPI inc /yr	2.30%
yrs from 2012	10

System 1										
	Qty.	Length*	Width*	Sq. Ft.	Totals	Year Built	Current Age	Engineered Life Expectancy ***	YEARS OF LIFE REMAINING	NEEDS TO BE REPLACED IN THIS YEAR
A						1992	30	30	-	2022
Floats (sf)	1	2,289	8	18,312	20,647	1992	30	30	-	2022
	12	20	3	720						
	38	17	2.5	1,615						
Pilings (per)	51	65	16"		51	1992	30	30	-	2022
On-Float Water (lf)		1,816			1,816	1992	30	30	-	2022
B						1992	30	30	-	2022
Floats (sf)	1	255	10	2,550	5,650	1992	30	30	-	2022
	3	70	10	2,100						
	1	100	10	1,000						
Pilings (per)	16	65	16"		16	1992	30	30	-	2022
On-Float Power (lf)		255			255	1992	30	30	-	2022
C						1992	30	30	-	2022
Floats (sf)	1	315	10	3,150	8,350	1992	30	30	-	2022
	5	50	8	2,000						
	5	60	8	2,400						
	1	80	10	800						
Pilings (per)	18	65	16"		18	1992	30	30	-	2022
On-Float Power (lf)		315			315	1992	30	30	-	2022
D						1992	30	30	-	2022
Floats (sf)	1	315	10	3,150	7,550	1992	30	30	-	2022
	5	40	8	1,600						
	5	50	8	2,000						
	1	80	10	800						
Pilings (per)	18	65	16"		18	1992	30	30	-	2022
On-Float Power (lf)		315			315	1992	30	30	-	2022
E						2002	20	30	10	2032
Floats (sf)	1	290	10	2,900	2,900	2002	20	30	10	2032
	4	70	10	2,800	2,800					
Pilings (per)	18	65	16"		18	2002	20	30	10	2032
On-Float Power (lf)		290			290	2002	20	30	10	2032
On-Float Water (lf)		290			290	2002	20	30	10	2032
F						2002	20	30	10	2032
Floats (sf)	1	290	10	2,900	2,900	2002	20	30	10	2032
	4	70	10	2,800	2,800					
Pilings (per)	18	65	16"		18	2002	20	30	10	2032
On-Float Power (lf)		290			290	2002	20	30	10	2032
On-Float Water (lf)		290			290	2002	20	30	10	2032
G						2002	20	30	10	2032
Floats (sf)	1	290	10	2,900	2,900	2002	20	30	10	2032
	14	32	4	1,792	2,176					
	2	32	6	384						
Pilings (per)	21	65	16"		21	2002	20	30	10	2032
On-Float Power (lf)		290			290	2002	20	30	10	2032
On-Float Water (lf)		290			290	2002	20	30	10	2032
H						2002	20	30	10	2032
Floats (sf)	1	290	10	2,900	2,900	2002	20	30	10	2032
	14	32	4	1,792	2,176					
	2	32	6	384						
Pilings (per)	21	65	16"		21	2002	20	30	10	2032
On-Float Power (lf)		290			290	2002	20	30	10	2032
On-Float Water (lf)		290			290	2002	20	30	10	2032

	Qty.	Length*	Width*	Sq. Ft.	Totals	Year Built	Current Age	Engineered Life Expectancy ***	YEARS OF LIFE REMAINING	NEEDS TO BE REPLACED IN THIS YEAR
J						2015	7	30	23	2045
Floats (sf)	1	283	8	2,264	3,704	2015	7	30	23	2045
	18	32	2.5	1,440						
Pilings (per)	9	65	16"		9	2015	7	30	23	2045
K						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
L						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
M						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
N						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
P						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
Q						1986	36	30	(6)	2016
Floats (sf)	1	300	8	2,400	3,750	1986	36	30	(6)	2016
	18	30	2.5	1,350						
Pilings (per)	8	65	16"		8	1986	36	30	(6)	2016
R						2015	7	30	23	2045
Floats (sf)	1	297	6	1,782	3,222	2015	7	30	23	2045
	24	24	2.5	1,440						
Pilings (per)	9	65	16"		9	2015	7	30	23	2045
S						2015	7	30	23	2045
Floats (sf)	1	297	6	1,782	3,222	2015	7	30	23	2045
	24	24	2.5	1,440						
Pilings (per)	9	65	16"		9	2015	7	30	23	2045

System 2

	Qty.	Length*	Width*	Sq. Ft.	Totals	Year Built	Current Age	Engineered Life Expectancy	YEARS OF LIFE REMAINING	NEEDS TO BE REPLACED IN THIS YEAR
AA						1986	36	30	(6)	2016
Floats (sf)	1	350	8	2,800	3,250	1986	36	30	(6)	2016
	9	20	2.5	450						
Pilings (per)	6	65	16"		6	1986	36	30	(6)	2016
T						1986	36	30	(6)	2016
Floats (sf)	1	200	8	1,600	2,440	1986	36	30	(6)	2016
	14	24	2.5	840						
Pilings (per)	5	65	16"		5	1986	36	30	(6)	2016
U						1986	36	30	(6)	2016
Floats (sf)	1	200	8	1,600	2,440	1986	36	30	(6)	2016
	14	24	2.5	840						
Pilings (per)	5	65	16"		5	1986	36	30	(6)	2016
V						1986	36	30	(6)	2016
Floats (sf)	1	200	8	1,600	2,440	1986	36	30	(6)	2016
	14	24	2.5	840						
Pilings (per)	5	65	16"		5	1986	36	30	(6)	2016
W						1986	36	30	(6)	2016
Floats (sf)	1	180	8	1,440	1,800	1986	36	30	(6)	2016
	6	24	2.5	360						
Pilings (per)	5	65	16"		5	1986	36	30	(6)	2016

System 4

	Qty.	Length*	Width*	Sq. Ft.	Totals	Year Built	Current Age	Engineered Life Expectancy	YEARS OF LIFE REMAINING	NEEDS TO BE REPLACED IN THIS YEAR
AAA						1964	58	30	(28)	1994
Floats (sf)	1	925	10	9,250	10,066	1964	58	30	(28)	1994
	16	17	3	816		1964	58	30	(28)	1994
Pilings (per)	17	65	16"		17	1964	58	30	(28)	1994
CC						1964	58	30	(28)	1994
Floats (sf)	1	312	8	2,496	4,800	1964	58	30	(28)	1994
	18	32	4	2,304		1964	58	30	(28)	1994
Pilings (per)	30	65	16"		30	1964	58	30	(28)	1994
DD						1964	58	30	(28)	1994
Floats (sf)	1	305	8	2,440	4,312	1964	58	30	(28)	1994
	18	32	3.25	1,872		1964	58	30	(28)	1994
Pilings (per)	9	65	16"		9	1964	58	30	(28)	1994
EE						1964	58	30	(28)	1994
Floats (sf)	1	300	10	3,000	4,008	1964	58	30	(28)	1994
	6	42	4	1,008		1964	58	30	(28)	1994
	7	32	4	896		1964	58	30	(28)	1994
	1	70	8	560		1964	58	30	(28)	1994
Pilings (per)	24	65	16"		24	1964	58	30	(28)	1994
On-Float Power (lf)		300			300	1964	58	30	(28)	1994
On-Float Water (lf)		300			300	1964	58	30	(28)	1994
FF						2002	20	30	10	2032
Floats (sf)	1	290	10	2,900	3,796	2002	20	30	10	2032
	7	32	4	896		2002	20	30	10	2032
	9	24	4	864		2002	20	30	10	2032
	1	32	6	192		2002	20	30	10	2032
	1	24	6	144		2002	20	30	10	2032
Pilings (per)	15	65	16"		15	2002	20	30	10	2032
GG						1964	58	30	(28)	1994
Floats (sf)	1	266	10	2,660	3,668	1964	58	30	(28)	1994
	6	42	4	1,008		1964	58	30	(28)	1994
	9	24	4	864		1964	58	30	(28)	1994
	1	47	6	282		1964	58	30	(28)	1994
Pilings (per)	14	65	16"		14	1964	58	30	(28)	1994
HH						2015	7	30	23	2045
Floats (sf)	1	288	8	2,304	3,996	2015	7	30	23	2045
	6	47	6	1,692		2015	7	30	23	2045
Pilings (per)	23	65	16"		23	2015	7	30	23	2045
JJ						2015	7	30	23	2045
Floats (sf)	1	309	8	2,472	2,472	2015	7	30	23	2045
Pilings (per)	9	65	16"		9	2015	7	30	23	2045

System 5

	Qty.	Length*	Width*	Sq. Ft.	Totals	Year Built	Current Age	Engineered Life Expectancy	YEARS OF LIFE REMAINING	NEEDS TO BE REPLACED IN THIS YEAR
Sys 5						1986	36	30	(6)	2016
Floats (sf)	1	960	12	11,520	11,520	1986	36	30	(6)	2016
Pilings (per)	44	65	20"		44	1986	36	30	(6)	2016
On-Float Power (lf)		960	708		960	1986	36	30	(6)	2016

	Qty.	Length	Width	Sq. Ft.	Totals
Total Float Sys				161,207	-
Pilings	467				
Length of Docks		25,599			

Notes: Sections of Floats A, AAA, and System 5 West Extension were replaced more recently but not the whole float

A (E-S) 2015

AAA (HH-JJ) 2015

System 5 W Ext. 2002

February 18, 2022

R&M Project #2532.06

Bryan Hawkins
Harbormaster
City of Homer
491 E Pioneer Ave
Homer, Alaska 99603



RE: On-Call Engineering Services Contract New Task Order: PIDP Grant Assistance

Dear Mr. Hawkins,

We are pleased to submit this fee proposal to the City of Homer (City) under our On-Call Engineering Services contract for Port Infrastructure Development Program (PIDP) Grant Assistance.

We understand that you would like assistance completing a PIDP grant application, under the United States Maritime Administration (MARAD), including the required Benefit-Cost Analysis.

Our scope includes the following tasks:

- Grant application narrative
- Supporting graphics
- Benefit-Cost Analysis by Northern Economics
- Engineering support including a drawing of the proposed harbor renovations
- A project cost estimate

A project task fee estimate for the services described above is enclosed with a Not-to-Exceed (NTE) amount. We are available to begin work immediately.

Please let us know if you have any comments or questions.

Sincerely,

R&M CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read 'John C. Daley', is written over a light blue horizontal line.

John Daley, P.E.
Waterfront Engineering Group Manager

Enclosure: Project Fee Estimate



FIRM: R&M	PROJECT TITLE:	DATE:
Client: City of Homer	PIDP 2022 Grant Assistance	2/18/2022

Task	Task Description	Labor	Expenses & Subs	Task Subtotal
1	Grant Assistance	\$24,890	\$ 24,200	\$ 49,090
2	Engineering Support	\$7,360	\$ -	\$ 7,360
Totals:		\$32,250	\$ 24,200	\$ 56,450

COST ESTIMATE PER TASK

FIRM: R&M Consultants, Inc.			PROJECT TITLE: City of Homer PIDP 2022 Grant Assistance						
TASK NO: 1	TASK DESCRIPTION: Grant Assistance						DATE: 2/18/2022		
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION							
		Project Mngr./Sr. Waterfront Engr.	Planning Manager	Grant Writer/Staff Planner	Grant Writer/Staff Planner	Staff Graphics Support	Environmental Manager		
		Daley	Le	Coleman	Oleson-Yelle	Morris	McLean		
a	Project Management/Coordination Meetings	4	4	8	8				
b	Research & Analysis	1	1	20	20				
c	Environmental & Permitting Language						4		
d	Grant Narrative Draft	1	4	30	30				
e	Grant Narrative Final	1	2	10	10				
f	Figures & Graphics			1	1	10			
g	Graphic Layout of Grant Application				2	18			
h	Benefit Cost Analysis (BCA) Coord & Review			2					
TOTAL LABOR HOURS		7	11	71	71	28	4		
* LABOR RATES (\$/HR)		\$218.50	\$189.75	\$120.75	\$123.63	\$115.00	\$175.38		
LABOR COSTS (\$)		\$1,530	\$2,087	\$8,573	\$8,778	\$3,220	\$702		
						COMMENTS:			
						1. Estimate based on 2022 rates			
						2. Estimate based on Time and Expenses			
						3. Assumes collaborative Effort with City of Homer staff for data, grant narrative etc.			
SUB-TASK	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE					
		0		\$0.00					
		0		\$0.00					
		0		\$0.00					
		0		\$0.00					
		0		\$0.00					
TOTAL EXPENSES:						\$0	FIRM'S LABOR: \$24,890		
SUB-CONTRACTORS: Firm Initials and Price Per Task						FIRM'S TOTAL EXPENSES Plus 5% Mark-Up: \$0			
						TOTAL SUBCONTRACTOR Plus 10% Mark-Up: \$24,200			
FIRM:	Nor Econ (BCA)				TOTAL SUB				
AMOUNT:	\$22,000				\$22,000	TOTAL: \$49,090			

COST ESTIMATE PER TASK										
FIRM: R&M Consultants, Inc.					PROJECT TITLE: City of Homer PIDP 2022 Grant Assistance					
TASK NO: 2		TASK DESCRIPTION: Engineering Support					DATE: 2/18/2022			
SUB-TASK NO.	SUB-TASK DESCRIPTION	LABOR HOURS PER JOB CLASSIFICATION								
		Project Mngr./Sr. Waterfront Engr.	Staff Engineer/Drafting							
		Daley	Cumlat							
a	Meetings	4	4							
b	Drawings	4	24							
c	Cost Estimate	8	4							
TOTAL LABOR HOURS		16	32							
* LABOR RATES (\$/HR)		\$218.50	\$120.75							
LABOR COSTS (\$)		\$3,496	\$3,864							
										COMMENTS:
SUB-TASK	ITEM(S)	QUANTITY	UNIT PRICE	TOTAL PRICE						
				TOTAL EXPENSES:	\$0	FIRM'S LABOR:				\$7,360
						FIRM'S TOTAL EXPENSES Plus 5% Mark-Up:				\$0
SUB-CONTRACTORS: Firm Initials and Price Per Task						TOTAL SUBCONTRACTOR Plus 10% Mark-Up:				\$0
FIRM:					TOTAL SUB					
AMOUNT:					\$0	TOTAL:				\$7,360



City of Homer

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Office of the City Clerk

491 East Pioneer Avenue
Homer, Alaska 99603

clerk@cityofhomer-ak.gov

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(f) 907-235-3143

Memorandum 22-051

TO: MAYOR CASTNER & HOMER CITY COUNCIL

THROUGH: ROB DUMOUCHEL, CITY MANAGER
RACHEL TUSSEY, CMC, DEPUTY CITY CLERK II

FROM: PORT & HARBOR ADVISORY COMMISSION

DATE: MARCH 24, 2022

SUBJECT: SUPPORT TO HIRE R&M FOR PORT INFRASTRUCTURE DEVELOPMENT
GRANT PROGRAM (PIDP) GRANT DEVELOPMENT FOR HARBOR FLOAT
REPLACEMENT

At their March 23rd regular meeting, the Port and Harbor Advisory Commission reviewed and voiced their full support for staff's proposal to apply for grant funding for much-needed harbor float replacement. This proposal includes hiring R&M to develop a competitive grant application to submit to the Port Infrastructure Development Grant Program (PIDP).

An excerpt of the meeting minutes follows:

- C. Port Infrastructure Development Grant Program (PIDP) for Float Replacement
 - i. Port of Homer Asset Sheet for Float Systems
 - ii. R&M Proposal for PIDP Grant Development & Submission Management

Chair Matthews introduced the item by reading the title and deferred to Port Director Hawkins.

Mr. Hawkins explained the results from the harbor float asset assessment. While they have been talking about a replacement plan for years they're still a ways away from making those repairs possible due to the floats getting worse faster than the Harbor Enterprise is able to save up the replacement costs in reserves. Chair Matthews spoke to the work harbor staff accomplished to get the grant and R&M hiring proposal together that was currently in front of the commission and City Council. She explained the time restrictions that they need to meet to make the grant and budget cycles/deadlines and what action would be needed from the commission at this time.

SHAVELSON/ULMER MOVED TO RECOMMEND TO CITY COUNCIL THAT R&M BE HIRED FOR PORT INFRASTRUCTURE DEVELOPMENT GRANT PROGRAM GRANT DEVELOPMENT AND SUBMISSION MANAGEMENT ON HOMER'S BEHALF.

Commissioner Shavelson commented on how vital it is that we stay ahead of the float replacement improvements, and how this proposal sounds like an opportunity to do so.

Discussion ensued between commissioners and Mr. Hawkins on the following:

- How it is a great funding opportunity that has not been offered by other grant programs.
- The grant application process itself and if they get the grant what that would mean for funding repairs.
- Importance of all the photos; when commissioners talk to public it's good to have visual references to show how bad the floats have gotten.
- The need to take care of our existing infrastructure, especially in the face of all this planning to build an expanded harbor.
- What the float replacement priorities are if they receive the funding and if it included other floats like the Fish Dock; there are no limitations to the funding source but the focus would be on the float and mooring systems since they're the most foundational of the harbor.
- How much funding the Enterprise has now and how other kinds of funds (i.e. federal, state, other grants) can be used for matching.

VOTE: YES: SIEKANIEC, MATTHEWS, ZEISSET, SHAVELSON, PITZMAN, ULMER

Motion carried.

Chair Matthews commented on how this grant proposal will be before City Council at their March 29th regular meeting, and encouraged the commissioners to attend and voice their support.

RECOMMENDATION

Adopt Ordinance 22-19

CITY OF HOMER
FINANCIAL SUPPLEMENT

PROJECT NAME	<u>R&M Engagement - Grant Application Harbor Float Replacement</u>	DATE <u>03/24/2022</u>
DEPARTMENT	<u>Port and Harbor</u>	SPONSOR <u>Erickson/Harbormaster</u>
REQUESTED AMOUNT	<u>\$ 56,450</u>	

DESCRIPTION	Engineering support, project benefit cost analysis, and PIDP grant assistance, development and submission for the homer harbor float replacement project.
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FUNDING SOURCE(S)	OPERATING	GF CARMA	GF FLEET CARMA	PORT RESERVES	WATER CARMA
	0%	0%	0%	100%	0%
	HAWSP	HART-ROADS	HART-TRAILS	PORT FLEET RESERVES	SEWER CARMA
	0%	0%	0%	0%	0%

FUNDING SOURCE 1: Port Reserves	FUNDING SOURCE 2:	FUNDING SOURCE 3:
Current Balance <u>\$ 2,014,610</u>	Current Balance _____	Current Balance _____
Encumbered <u>\$ 1,255,132</u>	Encumbered _____	Encumbered _____
Requested Amount <u>\$ 56,450</u>	Requested Amount _____	Requested Amount _____
Other Items on Current Agenda <u>\$ 0</u>	Other Items on Current Agenda _____	Other Items on Current Agenda _____
Remaining Balance <u>\$ 703,028</u>	Remaining Balance _____	Remaining Balance _____
FUNDING SOURCE 4:	FUNDING SOURCE 5:	FUNDING SOURCE 6:
Current Balance _____	Current Balance _____	Current Balance _____
Encumbered _____	Encumbered _____	Encumbered _____
Requested Amount _____	Requested Amount _____	Requested Amount _____
Remaining Balance _____	Remaining Balance _____	Remaining Balance _____

ORDINANCE REFERENCE SHEET
2022 ORDINANCE
ORDINANCE 22-20

An Ordinance of the City Council of Homer, Alaska Amending the FY22/23 Operating Budget to Provide for Necessary Mid-Biennium Budget Amendments.

Sponsor: City Manager

1. City Council Regular Meeting March 29, 2022 Introduction
Memorandum 22-052 from City Manager as backup.
2. City Council Regular Meeting April 11, 2022 Public Hearing and Second Reading
Memorandum 22-065 from City Manager as backup.

**CITY OF HOMER
HOMER, ALASKA**

City Manager

ORDINANCE 21-20

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA
AMENDING THE FY22/23 OPERATING BUDGET TO PROVIDE FOR
NECESSARY MID-BIENNIUM BUDGET ADJUSTMENTS.

THE CITY OF HOMER ORDAINS:

Section 1. The FY22 Operating Budget for the General, Water, Sewer, and Port and Harbor funds are hereby amended to provide funding for the period of July 1, 2021 to June 30, 2022 in the amount listed below:

General Fund	\$ 14,782,507
Water Fund	\$ 2,014,420
Sewer Fund	\$ 1,762,264
Port/Harbor Fund	<u>\$ 5,105,259</u>
Total Expenditures	\$23,664,450
Internal Service Funds	\$2,501,394

Section 2. The FY23 Operating Budget for the General, Water, Sewer, and Port and Harbor funds are hereby amended to provide funding for the period of July 1, 2022 to June 30, 2023 in the amount listed below:

General Fund	\$ 15,245,750
Water Fund	\$ 2,013,406
Sewer Fund	\$ 1,754,682
Port/Harbor Fund	<u>\$ 5,251,279</u>
Total Expenditures	\$24,265,117
Internal Service Funds	\$2,718,945

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 ___ day of _____, 2022.

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ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

AYES:

NOES:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

CITY OF HOMER

KEN CASTNER, MAYOR



City of Homer

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(f) 907-235-3148

Memorandum 22-065

TO: Mayor Castner and Homer City Council
 FROM: Rob Dumouchel, City Manager
 DATE: April 6, 2022
 SUBJECT: FY22/23 Midbiennium Adjustment Supplemental Memo

I received a few questions after the introduction of Ordinance 22-20. This memo is intended to provide more context and clarity on a number of items.

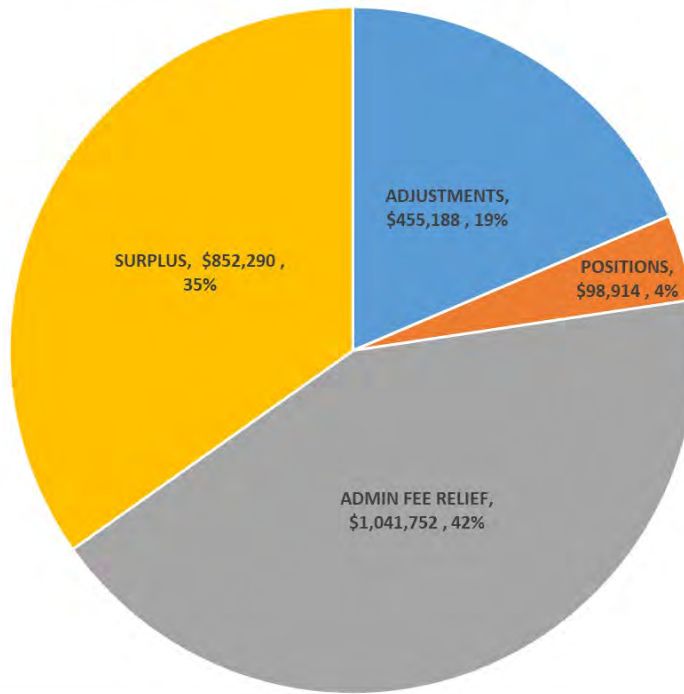
The combined proposals create the following changes:

Fund	FY22 Adopted	FY22 Amended	FY22 Difference	FY23 Adopted	FY23 Amended	FY23 Difference
General	\$13,376,115	\$14,782,587	\$1,406,392	\$13,702,641	\$15,245,750	\$1,543,109
Utility	\$3,806,225	\$3,776,684	(\$29,541)	\$3,930,779	\$3,768,088	(\$162,691)
Enterprise	\$5,105,259	\$5,105,259	\$0	\$5,251,279	\$5,251,279	\$0

Notes: The decreases for the Utility Fund (Water (FY22/23) and Sewer (FY23)) are due to the fact that there were budgeted deficits for each which are no longer in place. The Enterprise Fund shows no difference between years because the budgeted amount remains the same while the amount sent to the Port Reserves increases.

The following pages provide both pie charts and tables to provide a basic overview of what is happening within the proposed midbiennium adjustments at the General Fund level. The pie charts visualize how the additional sales tax funds would be spent in FY22 and FY23. Note that FY23 shows a small slice for a “deficit fix.” In the original FY23 budget, we had a small deficit that would have drawn on General Fund unassigned fund balance. The midbiennium proposal removes that transfer as it is now unnecessary. The tables provide a more holistic overview that includes information relevant to the Utility and Enterprise Funds

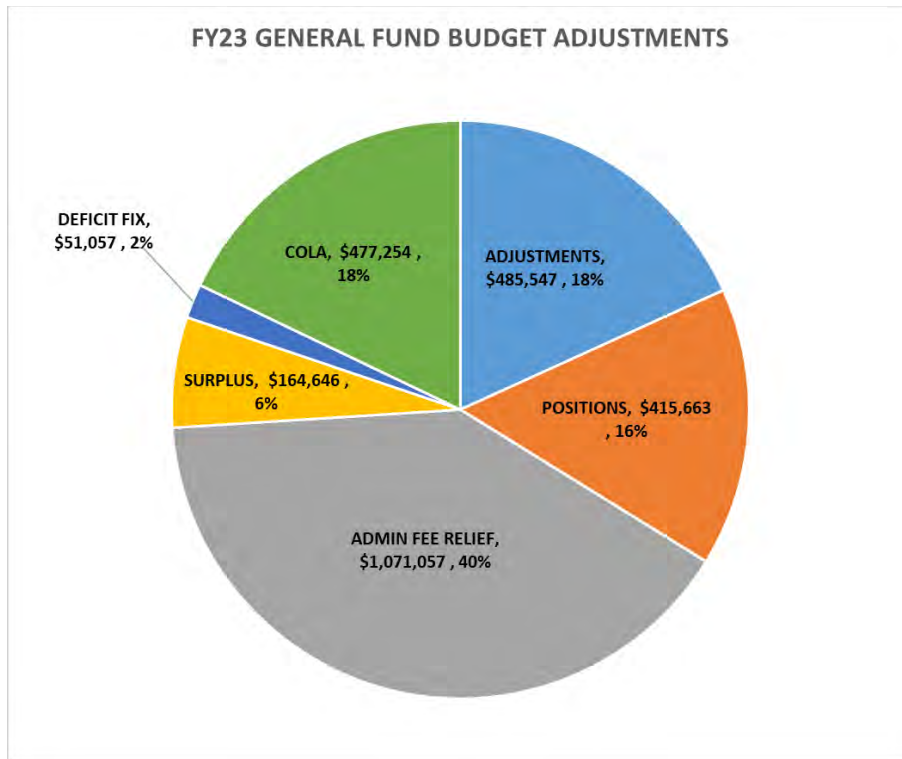
FY22 GENERAL FUND BUDGET ADJUSTMENTS



FY22 Proposed Modifications

Modification	Impact	Notes
Sales Tax Reforecast	Increases total sales tax revenue by \$3,811,419	General Fund: \$2,448,144 HART Roads: \$511,228 HART Trails: \$56,803 HAWSP: \$568,031 Police Station: \$272,213
7% COLA	\$0	Doesn't apply to FY22
3 Positions	Increases personnel spend by \$98,914	Unlikely to actually spend that amount when the time to recruit is factored into the equation
Departmental Adjustments (excludes COLA)	Increases operational expenditures by \$503,058	General Fund: \$455,188 (3.4% increase) Utility Fund: \$13,793 (.4% increase) Enterprise Fund: \$34,077 (.7% increase)
Admin Fee Relief	Removes \$1,041,752 from General Fund revenues	Utility Fund: \$588,359 Enterprise Fund: \$453,392

Surplus	\$852,290 remains for General Fund Fund Balance	
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FY23 Proposed Modifications		
Modification	Impact	Notes
Sales Tax Reforecast	Increases total sales tax revenue by \$4,156,611	General Fund: \$2,665,224 HART Roads: \$559,270 HART Trails: \$62,141 HAWSP: \$621,412 Police Station: \$248,565
7% COLA	Increases personnel spend by \$664,973 (this amount would decrease \$21,957 if the new positions are not approved)	General Fund: \$477,254 Utility Fund: \$88,043 Enterprise Fund: \$99,676
3 Positions	Increases personnel spend by \$415,663 (\$437,620 with the COLA)	
Departmental Adjustments (excludes COLA)	Increases operational expenditures by \$513,139	General Fund: \$485,547 (3.5% increase) Utility Fund: \$14,015 (.4% increase) Enterprise Fund: \$13,577 (.3% increase)
Admin Fee Relief	Removes \$1,071,057 from General Fund revenues	Utility Fund: \$605,719 Enterprise Fund: \$465,339

Surplus	\$164,646 remains for the General Fund Fund Balance	
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Special Project Coordinator Positions

The intent behind the special project coordinator positions is to allow me to recruit for some employees to assist with the large number of projects underway or on deck for the City. These employees would potentially help with projects like the volunteer action plan, building code adoption and implementation, transportation planning, assisting on the comprehensive plan rewrite, assisting with zoning code updates, implementing software products for various departments, managing projects, writing grants, assisting with the FY24/25 budget’s outreach and development, etc. Special project coordinators are also the folks up first to take care of unexpected problems like COVID.

I’m hoping to find either 2 full-time, or one full-time and two part-time employees that can work interdepartmentally to make significant progress on our many initiatives. Depending on the talent available, I am open to both in-person and remote workers to fill these positions. For ease of explaining my interests in each position, I stated that I’d like to find one with strong municipal finance skills and one with strong planning skills. These target skill sets match the two items from the visioning that had the most support and work to achieve: updating and improving fiscal policies and fast forwarding the Comprehensive plan. That said, I’m not looking to hire a financial analyst or a planner, I’m looking for dynamic professionals that can do much more. We have staff that is very skilled and capable to handle the day-to-day operational work of the City, however, we face significant challenges in meeting the staffing required to handle significant projects. How the positions are filled will be highly dependent upon the talent available and interested in working in local government.

Our human resource needs will fluctuate over time, but I am confident that Homer has enough work to keep a pair of special projects coordinators busy for quite some time. If we hit a point where the special project work slows down and we have a stronger need on the operational-side of things, redesigning those positions into operational gigs is always an option. Beyond these proposed positions, I expect that I will also be supplementing some projects with contractors as opposed to employees.

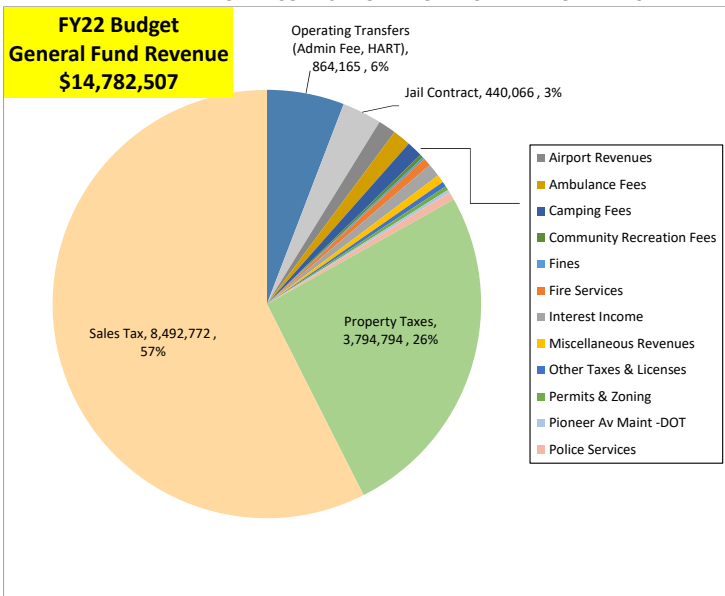
Admin Fee Relief

The proposed budget drops admin fees for the Utility Fund and Enterprise Fund for FY22 and FY23. This change to the FY22/23 budget allows the Utility Fund and Enterprise Fund to put the funds they would have otherwise paid to the General Fund into their respective reserve accounts. This action doesn’t preclude Council from using admin fees in the future. That remains a decision for Council to make. I expect we will program a number of admin fee discussions into the FY24/25 budget cycle (which starts in July of this year for staff). With the amount of time I’ve built into the schedule to work on the FY24/25 budget, staff and Council should have a sufficient amount of time to develop many creative solutions to choose from regarding how we balance the relationships between our different funds.

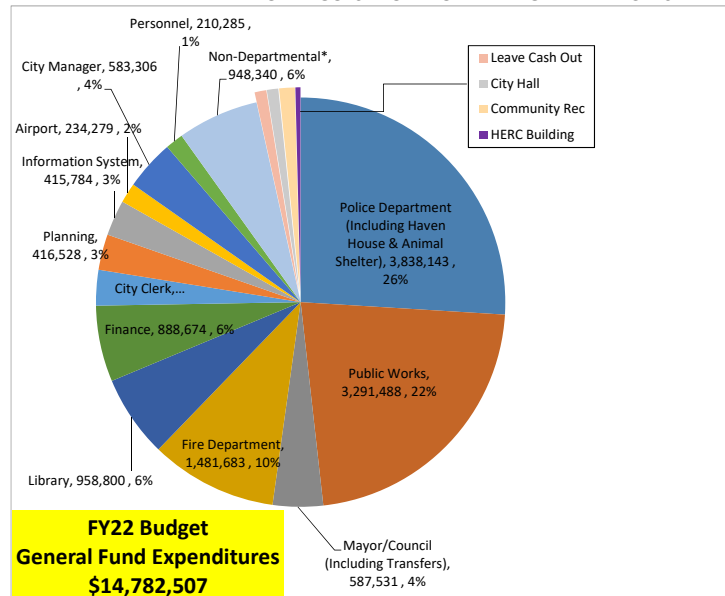
Staff Recommendation: Adopt Ordinance 22-20

FY22 GENERAL FUND AMENDED BUDGET (PROPOSED)

WHERE THE MONEY COMES FROM - TOTAL OPERATING REVENUE

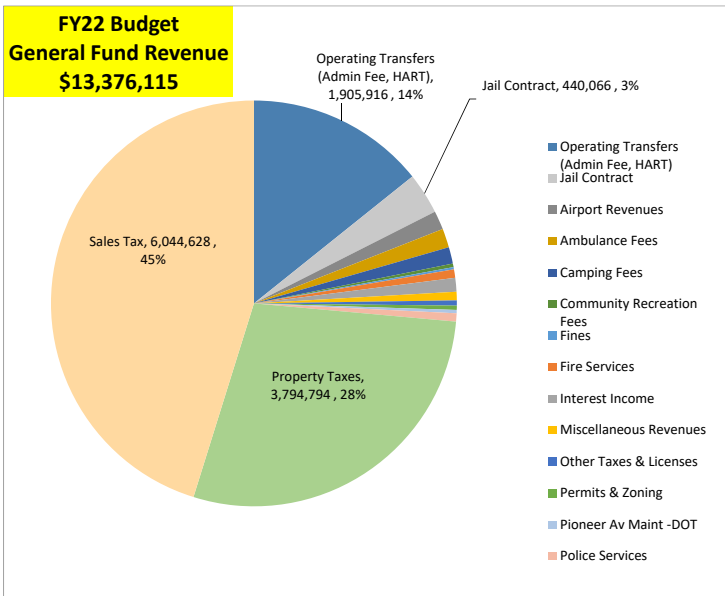


WHERE THE MONEY GOES - TOTAL OPERATING EXPENDITURES

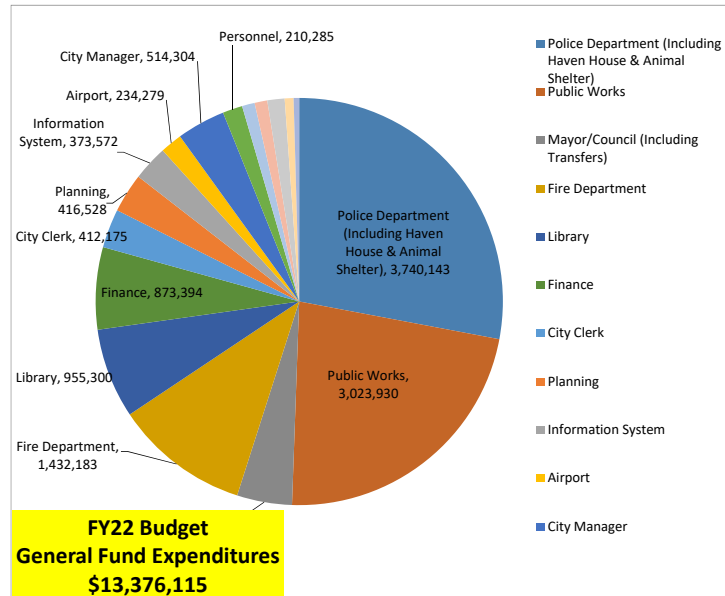


FY22 GENERAL FUND ADOPTED BUDGET

WHERE THE MONEY COMES FROM - TOTAL OPERATING REVENUE



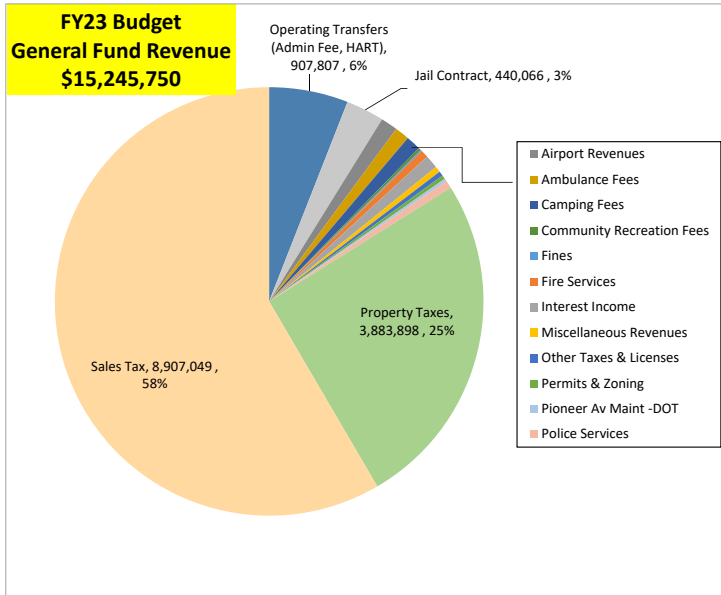
WHERE THE MONEY GOES - TOTAL OPERATING EXPENDITURES



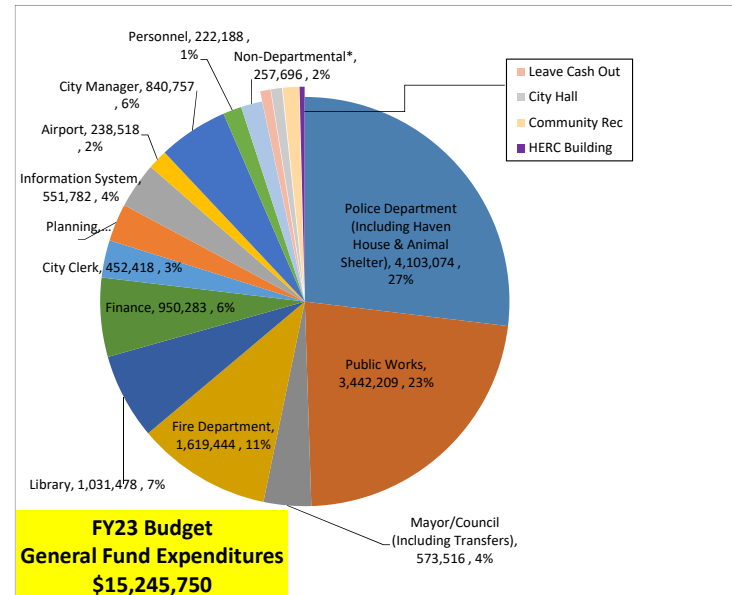
*Non-Departmental: Includes Pratt Museum, Homer Foundation, and Surplus (transfer to General Fund Unassigned Fu

FY23 GENERAL FUND AMENDED BUDGET (PROPOSED)

WHERE THE MONEY COMES FROM - TOTAL OPERATING REVENUE

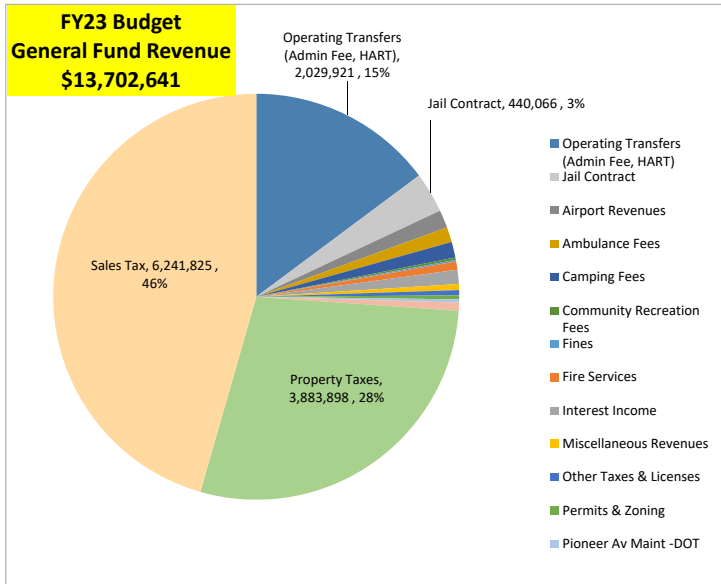


WHERE THE MONEY GOES - TOTAL OPERATING EXPENDITURES

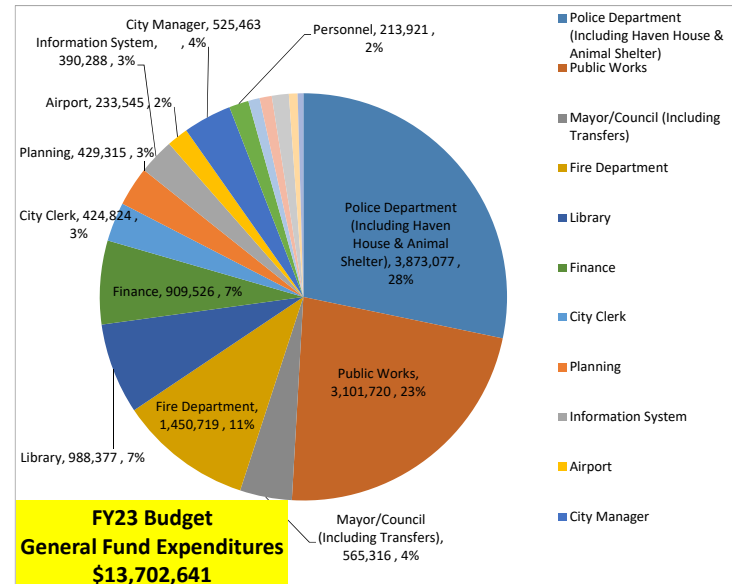


FY23 GENERAL FUND ADOPTED BUDGET

WHERE THE MONEY COMES FROM - TOTAL OPERATING REVENUE

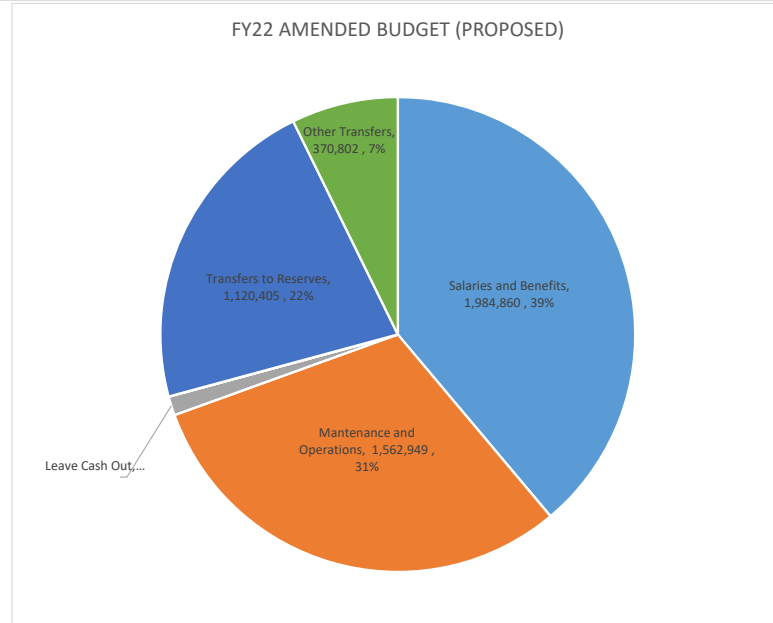
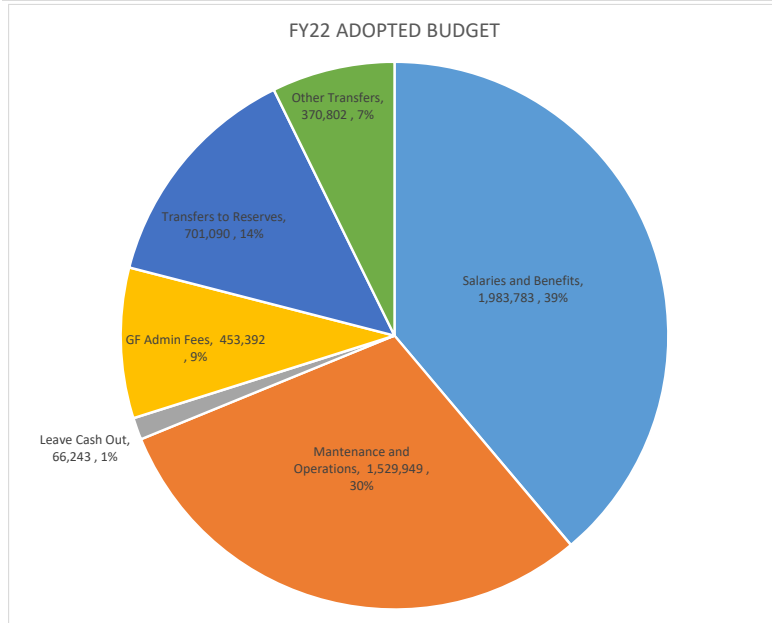


WHERE THE MONEY GOES - TOTAL OPERATING EXPENDITURES

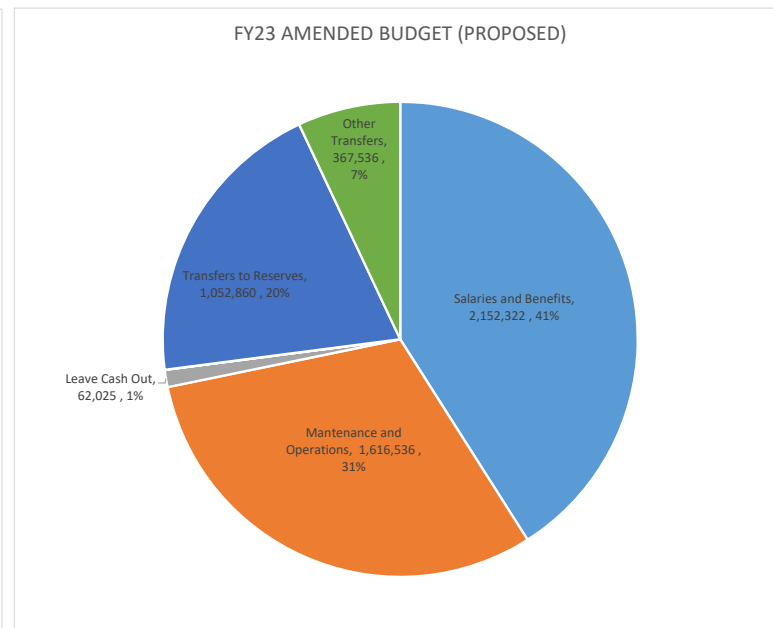
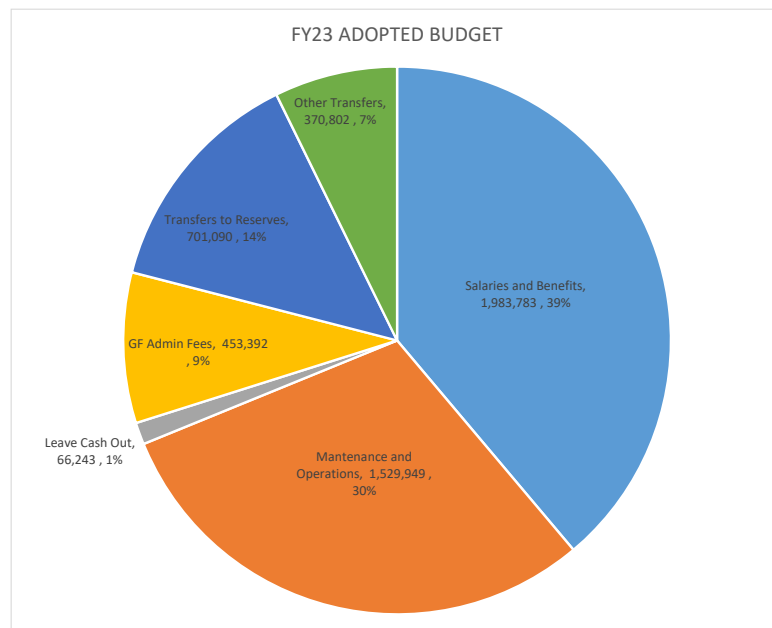


*Non-Departmental: Includes Pratt Museum, Homer Foundation, and Surplus (transfer to General Fund Unassigned)

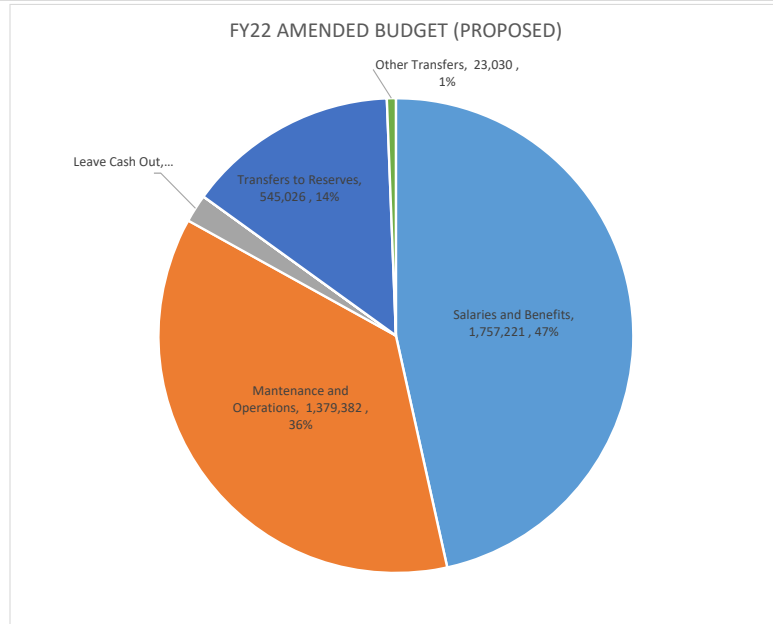
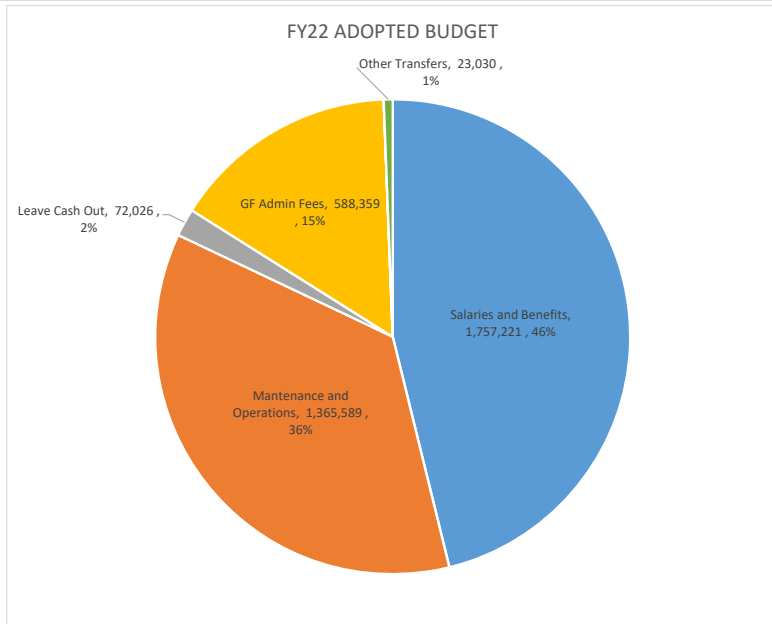
FY22 PORT AND HARBOR BUDGET COMPARISON



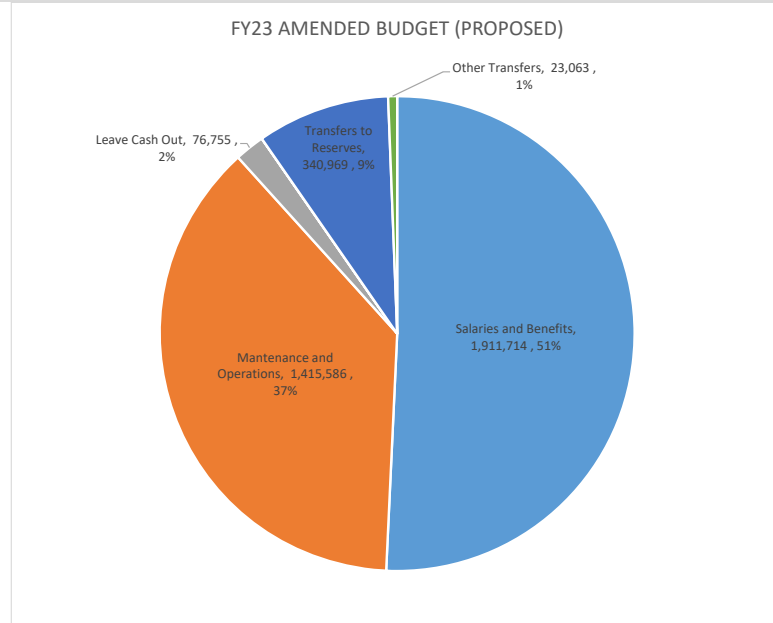
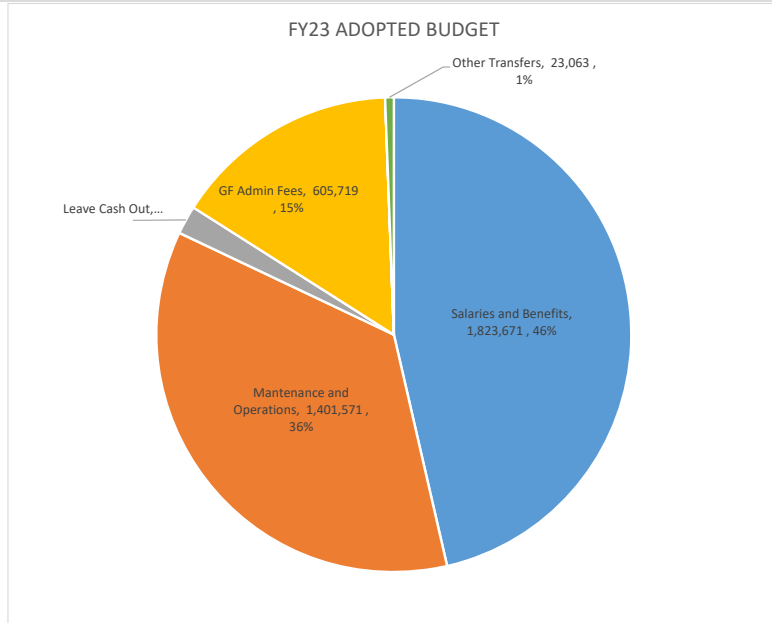
FY23 PORT AND HARBOR BUDGET COMPARISON



FY22 UTILITY FUND BUDGET COMPARISON



FY23 UTILITY FUND BUDGET COMPARISON



FUND 100 - GENERAL FUND										
DEPT 0100 - MAYOR/COUNCIL										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5236	Transportation	4,000	5,500	1,500	38%	4,000	8,000	4,000	100%	FY22 - Increased to cover through winter conference in Juneau; FY23 - Increased to allow 3 people attending summer conference, mayor and full council at AML annual conference, and 3 people attending winter conference.
5237	Subsistence	3,500	5,000	1,500	43%	3,500	6,200	2,700	77%	FY22 - Increased to cover through winter conference in Juneau; FY23 - Increased to allow 3 people attending summer conference, mayor and full council at AML annual conference, and 3 people attending winter conference.
5603	Employee Training	2,500	3,000	500	20%	2,500	4,000	1,500	60%	FY22 - Increased to cover through winter conference in Juneau; FY23 - Increased to allow 3 people attending summer conference, mayor and full council at AML annual conference, and 3 people attending winter conference.
DEPT 0101 - CITY CLERK										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	10,000	13,000	3,000	30%	10,000	13,000	3,000	30%	OT increase due to add meetings requiring clerk presence to facilitate hybrid meetings and pay increases to Deputy Clerks.
5210	Professional Services	12,500	12,500	-	0%	12,500	17,000	4,500	36%	New agenda management software
5237	Subsistence	3,000	3,500	500	17%	3,000	3,500	500	17%	Increased subsistence to accommodate travel to IIMC annual conference.
5603	Employee Training	3,750	3,750	-	0%	3,750	5,000	1,250	33%	Increased training to cover conferences and an additional college/management type class.
DEPT 0110 - CITY MANAGER										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5101	Salary and Wages	268,206	279,206	11,000	4%	273,798	284,798	11,000	4%	Reso 21-061, should also result in changes to other related line items
5201	Office Supplies	1,200	3,200	2,000	167%	1,200	1,200	-	0%	One year increase to fund furniture update for Special Projects Coordinator
5227	Advertising	10,250	12,000	1,750	17%	10,250	12,000	1,750	17%	We have been making more use of advertising for City projects and issues (i.e., HERC redevelopment, recent snow events)
5236	Transportation	5,000	6,000	1,000	20%	5,000	6,000	1,000	20%	Market rates for costs for travel related to City business have increased
5237	Subsistence	2,700	4,000	1,300	48%	2,700	4,000	1,300	48%	Market rates for costs for travel related to City business have increased
DEPT 0113 - INFORMATION SYSTEM										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	2,000	4,500	2,500	125%	2,000	4,500	2,500	125%	Increased overtime as projects move forward and utilization of non-exempt staff skills
5201	Office Supplies	250	1,750	1,500	600%	250	1,750	1,500	600%	Requested increase is for items to better organize IT spaces--shelving, storage containers, etc.
5216	Freight and Postage	200	1,000	800	400%	200	1,000	800	400%	Anticipation of bringing in a number of major shipments through Fife.
5231	Tools and Equipment	1,500	5,500	4,000	267%	1,500	5,500	4,000	267%	Higher costs
5603	Employee Training	250	1,250	1,000	400%	250	2,250	2,000	800%	Additional training for non-exempt staff to increase the range of tasks they can do.
5633	Phones	7,500	10,000	2,500	33%	7,500	10,000	2,500	33%	Phone system across the entire city is due for upgrading, which will be a capital project. In the short term, there will be updates and partial replacements coming due in late 2022.
DEPT 0120 - FINANCE										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	12,220	15,000	2,780	23%	12,220	12,220	-	0%	Increased overtime associated with fiscal year change and additional audit related hours
5201	Office Supplies	6,000	7,000	1,000	17%	6,000	6,000	-	0%	Unexpected replacement of mailing equipment
5231	Tools and Equipment	2,500	5,500	3,000	120%	2,500	2,500	-	0%	Replacement of office furniture
5233	Computer Related Items	-	8,500	8,500	100%	-	-	-	0%	Purchase laptops for each member on finance staff to ensure finance operations can function outside of city facilities; improving COOP plans
DEPT 0130 - PLANNING										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5603	Employee Training	2,500	2,500	-	0%	2,500	5,000	2,500	100%	Support training related to expanded economic development mission

FUND 100 - GENERAL FUND										
DEPT 0145 - LIBRARY										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5210	Professional Services	8,900	9,400	500	6%	8,900	9,400	500	6%	Budget is generally adequate but prices are rising due to inflation.
5215	Communications	29,000	29,000	-	0%	29,000	33,500	4,500	16%	Wireless hotspots have seen enormous demand already. The hotspot service is grant-funded through the rest of FY22 and the first three months of FY23. Communication costs thereafter depend on whether we continue the program and how many hotspots we keep in service, as well as whether we secure more grant funding.
5216	Freight and Postage	2,500	3,000	500	20%	2,500	3,000	500	20%	Rise in interlibrary loans and putting on more traveling exhibits, with added postage costs.
5244	Snow Removal	8,200	10,200	2,000	24%	8,200	10,200	2,000	24%	This year has unusually heavy snowfall, but snow-clearance costs exceeded projections in FY20 and FY21 as well.
5603	Employee Training	3,500	4,000	500	14%	3,500	4,000	500	14%	Increased demand for employee training courses.
DEPT 0150 - FIRE ADMINISTRATION										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	11,070	14,070	3,000	27%	11,070	14,070	3,000	27%	
5201	Office Supplies	3,000	3,500	500	17%	3,000	3,500	500	17%	Increased costs
5210	Professional Services	28,000	31,000	3,000	11%	28,000	31,000	3,000	11%	Increased costs
5215	Communications	20,000	25,000	5,000	25%	15,000	20,000	5,000	33%	Increased costs
DEPT 0151 - FIRE SERVICES										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5103	Part-time Wages	25,344	37,344	12,000	47%	25,546	61,546	36,000	141%	More part time help to meet the increases in run volume and the decrease of volunteer support.
5104	Part-time Benefits	2,923	4,423	1,500	51%	2,947	8,397	5,450	185%	More part time help to meet the increases in run volume and the decrease of volunteer support.
5105	Overtime	7,447	10,447	3,000	40%	7,447	14,447	7,000	94%	
5107	Part-time Overtime	1,350	1,850	500	37%	1,350	1,850	500	37%	
5207	Vehicle and Boat Maintenance	8,000	11,000	3,000	38%	8,000	11,000	3,000	38%	Age of the fleet is making cost of repairs/maintenance more expensive
DEPT 0152 - MEDICAL SERVICES										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5103	Part-time Wages	25,344	37,344	12,000	47%	25,546	61,546	36,000	141%	More part time help to meet the increases in run volume and the decrease of volunteer support.
5104	Part-time Benefits	2,923	4,423	1,500	51%	2,947	8,397	5,450	185%	More part time help to meet the increases in run volume and the decrease of volunteer support.
5105	Overtime	7,447	10,447	3,000	40%	7,447	14,447	7,000	94%	
5107	Part-time Overtime	1,350	1,850	500	37%	1,350	1,850	500	37%	
5202	Operating Supplies	20,000	21,000	1,000	5%	20,000	21,000	1,000	5%	Increased costs
DEPT 0160 - POLICE ADMINISTRATION										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5215	Communications	38,000	38,000	-	0%	39,000	43,000	4,000	10%	Telecommunications costs have been steadily increasing due to inflation and increased maintenance and repair costs associated with a larger dispatch system and more equipment.
5244	Snow Removal	8,000	12,000	4,000	50%	8,000	12,000	4,000	50%	The new police department has three different lots requiring plowing and sanding. They are also larger than those at our station resulting in higher costs.
5625	Impound Costs	3,000	5,500	2,500	83%	3,500	6,000	2,500	71%	Impounds have been steadily rising every year and the towing firms have been increasing the charges resulting in higher impound costs.
DEPT 0161 - DISPATCH										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	38,446	42,446	4,000	10%	38,446	42,446	4,000	10%	Staffing shortages and COVID related issues; expect continuation of staffing shortages and disruptions in FY23
DEPT 0163 - PATROL										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	108,901	183,901	75,000	69%	109,880	154,880	45,000	41%	Staffing shortages and COVID related issues; expect continuation of staffing shortages and disruptions in FY23

FUND 100 - GENERAL FUND										
DEPT 0164 - JAIL										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	39,931	47,431	7,500	19%	39,931	47,931	8,000	20%	Staffing shortages and COVID related issues; expect continuation of staffing shortages and disruptions in FY23
DEPT 0165 - ANIMAL CONTROL										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5210	Professional Services	195,707	200,707	5,000	3%	195,707	208,707	13,000	7%	Reso 21-088, increase calendar year 2022 contract 5% and calendar year 2023 contract 3%
DEPT 0170 - PUBLIC WORKS ADMINISTRATION										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5201	Office Supplies	2,200	3,200	1,000	45%	2,200	3,200	1,000	45%	Inflation
5202	Operating Supplies	3,900	4,400	500	13%	3,900	4,400	500	13%	Inflation
5210	Professional Services	4,900	10,000	5,100	104%	4,900	10,000	5,100	104%	Needing a modest budget for exploring ideas before we commit full scale resources to them as well as professional help with public outreach, such as creating graphics, flyers, etc.
5215	Communications	10,000	11,040	1,040	10%	10,000	11,080	1,080	11%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5227	Advertising	500	1,000	500	100%	500	1,000	500	100%	Increased public service announcements (PSA's)
5231	Tools and Equipment	2,100	1,100	(1,000)	-48%	2,100	1,100	(1,000)	-48%	No longer needed in public works administration budget
5602	Safety Equipment	1,200	2,478	1,278	107%	1,200	2,200	1,000	83%	Inflation
DEPT 0171 - GENERAL MAINTENANCE										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5209	Building & Grounds Maintenance	14,500	20,316	5,816	40%	14,500	20,607	6,107	42%	Inflation
5215	Communications	-	1,560	1,560	100%	-	1,620	1,620	100%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5282	City Hall Building Maintenance	10,000	30,000	20,000	200%	10,000	10,000	-	0%	Replace glychol and pumps at City Hall
5287	Animal Control Building Maintenance	2,500	3,500	1,000	40%	2,500	2,500	-	0%	Replaced hot water tank
5603	Employee Training	3,000	5,000	2,000	67%	6,000	8,000	2,000	33%	Training for two employees (backflow in FY22 and boiler certification in FY23)
DEPT 0172 - GRAVEL ROADS										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5103	Part-time Wages	-	5,000	5,000	100%	-	5,000	5,000	100%	Temporary laborer for summer season to to help out while operator is working as construction inspector. Operator's time will be charged to relevant project(s)
5107	Part-time Overtime	-	750	750	100%	-	750	750	100%	Temporary laborer for summer season to to help out while operator is working as construction inspector. Operator's time will be charged to relevant project(s)
5204	Chemicals	57,150	82,150	25,000	44%	61,700	94,200	32,500	53%	Chemicals have a 30% price increase
5210	Professional Services	3,500	6,500	3,000	86%	3,500	6,500	3,000	86%	Occasional truck hauling for gravel hauling; increase for hydroseeding and tree trimming
5215	Communications	-	3,120	3,120	100%	-	3,240	3,240	100%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5603	Employee Training	-	1,500	1,500	100%	-	1,500	1,500	100%	CDL training for employee
DEPT 0173 - PAVED ROADS										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5103	Part-time Wages	-	5,000	5,000	100%	-	-	-	0%	Temporary laborer for summer season to to help out while operator is working as construction inspector. Operator's time will be charged to relevant project(s)
5105	Overtime	1,693	3,693	2,000	118%	1,693	1,693	-	0%	Unforeseen emergencies
5107	Part-time Overtime	-	750	750	100%	-	-	-	0%	Temporary laborer for summer season to to help out while operator is working as construction inspector. Operator's time will be charged to relevant project(s)
DEPT 0174 - WINTER ROADS										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	18,175	38,175	20,000	110%	18,175	23,175	5,000	28%	FY22 - Winter storms; unforeseen plowing and sanding; FY23 - matching FY22 budget
5204	Chemicals	56,400	81,400	25,000	44%	60,900	93,400	32,500	53%	Chemicals 30% increase in cost.
5214	Rents & Leases	15,000	35,000	20,000	133%	15,000	50,000	35,000	233%	FY22 - Grader rental and snow haulers; FY23 - Snow haulers

FUND 100 - GENERAL FUND										
DEPT 0175 - PARKS										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5202	Operating Supplies	32,000	40,000	8,000	25%	32,000	40,000	8,000	25%	Inflation
5210	Professional Services	90,000	170,000	80,000	89%	90,000	170,000	80,000	89%	Unexpected increases in contractor snow removal. Additional needs of contracting for restroom custodial services.
5215	Communications	-	1,000	1,000	100%	-	1,000	1,000	100%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5220	Refuse and Disposal	3,000	3,500	500	17%	3,000	3,500	500	17%	Increased costs
5231	Tools and Equipment	4,000	4,500	500	13%	4,000	4,500	500	13%	Increased costs
5252	Credit Card Expenses	7,400	8,150	750	10%	7,400	8,150	750	10%	Increased costs
DEPT 0176 - MOTOR POOL										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	2,194	2,794	600	27%	2,338	2,838	500	21%	Mechanics support equipment operators when there is a call out after hours.
5215	Communications	-	1,560	1,560	100%	-	1,620	1,620	100%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5603	Employee Training	3,500	5,000	1,500	43%	3,500	3,500	-	0%	CDL training for employee
DEPT 0177 - ENGINEERING INSPECTION										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5210	Professional Services	3,500	8,500	5,000	143%	3,500	8,500	5,000	143%	We need a modest budget for conceptual engineering & other technical information gathering to ascertain the viability of projects before committing full scale resources to the ideas.
5215	Communications	-	1,040	1,040	100%	-	1,080	1,080	100%	New city phones for key staff; FY22 increases include initial purchase and monthly service charge; FY23 includes new ongoing monthly service charge
5233	Computer Related Items	3,000	5,194	2,194	73%	3,000	3,000	-	0%	Purchase cameras and laptops to allow more people to participate in Zoom meetings as well as work remotely.

<u>FY22</u>		<u>FY23</u>
\$ 455,188	Total Proposed Amendments	\$ 485,547

FUND 200 - UTILITY FUND										
DEPT 0402 - WATER SYSTEM TESTING										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5202	Operating Supplies	5,900	6,608	708	12%	6,500	7,300	800	12%	Vendor price increases
5208	Equipment Maintenance	4,000	4,500	500	13%	4,500	5,050	550	12%	Vendor price increases
DEPT 0501 - SEWER PLANT OPERATIONS										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5204	Chemicals	55,000	66,000	11,000	20%	55,000	66,000	11,000	20%	Vendor price increases
5234	Record and Permits	8,075	9,000	925	11%	8,075	9,000	925	11%	Vendor price increases
DEPT 0502 - SEWER SYSTEM TESTING										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5202	Operating Supplies	5,500	6,160	660	12%	5,500	6,240	740	13%	Vendor price increases

	FY22		FY23
	\$ 13,793	Total Proposed Amendments	\$ 14,015

FUND 400 - PORT AND HARBOR ENTERPRISE FUND										
DEPT 0600 - ADMINISTRATION										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5213	Survey and Appraisal	5,000	33,000	28,000	560%	5,000	12,500	7,500	150%	Amend the budget to account for the upcoming cost of land appraisals. We had a long term relationship with Derry and Derry but when they retired we had to go out for proposals. We awarded the contract to North Pacific Advisors and because we have a backlog of properties to be appraised we are looking at a big catch up year, hence the large budget increase for 2022. This information was not available in June when we were setting up the new budget.
DEPT 0604 - DEEP WATER DOCK										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5627	Port Security	-	2,500	2,500	100%	-	2,500	2,500	100%	The Port is required to have a Facility Security Plan (FSP) by DHS and we must have it reviewed by a creditable outside source prior to our annual FSP audit by CG MSD. I recommend adding this annual expense to our Port Security line 0604-5627 for this expenditure.
DEPT 0606 - FISH GRINDER										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5235	Membership Dues	-	2,500	2,500	100%	-	2,500	2,500	100%	DEC has indicated that there will be an annual permit instead of the 5 year permit of the past. At this point we are estimating that the cost will be \$2,500 per year.
DEPT 0611 - HARBOR MAINTENANCE										
A/C NUMBER	EXPENSE DESCRIPTION	FY22 ADOPTED BUDGET	FY22 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	FY23 ADOPTED BUDGET	FY23 AMENDED BUDGET	PROPOSED AMENDMENTS \$	PROPOSED AMENDMENTS %	NOTES
5105	Overtime	1,923	3,000	1,077	56%	1,923	3,000	1,077	56%	Increasing budget line to \$3,000 total based on trends

<u>FY22</u>		<u>FY23</u>
\$ 34,077	Total Proposed Amendments	\$ 13,577



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Memorandum 22-052

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: March 24, 2022
SUBJECT: FY22/23 Midbiennium Operating Budget Adjustment

When the FY22/23 Operating Budget was approved, it was very conservative in its approach. We were just coming out of the pandemic, and experiencing a time of great uncertainty. While staff and Council both believed that we were on track for a very strong recovery from the pandemic, it was difficult to forecast that optimism in a reasonable way. Now that we are approximately three quarters into the biennium, the revenue picture is much clearer. Using current trends, we have reforecast sales tax revenues and this midbiennium adjustment proposes using a portion of those additional funds to move forward with the following:

1. Implement a 7% cost of living adjustment (COLA) for FY23
2. Add three new staff positions (IT Network Administrator, Two Special Projects Coordinators)
3. Make adjustments to specific line items for the Departments
4. Provide admin fee relief to the Enterprise and Utility funds
5. Remaining surplus to go to unassigned General Fund Fund Balance

The proposed adjustments are aggressive but realistic. They are also necessary to retain skilled employees to carry out the Council's goals and directions.

Sales Tax Forecast

Sales tax is the biggest driver of Homer's annual revenues. In past years, we have used a linear regression model to forecast future sales tax revenue. For the FY22/23 Operating Budget, we used a modified linear regression model that minimized the impact of 2020 and the pandemic. With the strength of post-pandemic sales tax revenues, matched with the big dip in 2020, it has become very difficult to get a realistic forecast using traditional methods. For the midbiennium adjustment, we are using data for the fiscal year to date, matched with real data from truncated FY21 to make a composite forecast of FY22. We included a 5% escalation for FY23. The hope is that by the time we're adopting the FY24/25 operating budget, we can start to shift back to more traditional forecasting models.

With the updated methodology, we are seeing significant increases in the sales tax forecast. The impact to the General Fund is \$2.4M in FY22 and \$2.6M in FY23. The table below shows the impacts to all types of sales tax revenues.

FY22 Sales Tax Revenue Impacts:

Fund Name	FY22 Adopted	FY22 Amended	Difference (\$)
General Fund	5,837,403	8,285,547	2,448,144
HART-Roads	1,322,458	1,833,687	511,228
HART-Trails	146,940	203,743	56,803
HAWSP	1,469,398	2,037,430	568,031
Police Station	587,759	814,972	227,213
TOTAL	\$9,363,958	\$ 13,175,377	\$3,811,419

FY23 Sales Tax Revenue Impacts:

Fund Name	FY23 Adopted	FY23 Amended	Difference (\$)
General Fund	6,034,600	8,699,824	2,665,224
HART-Roads	1,366,100	1,925,371	559,270
HART-Trails	151,789	213,930	62,141
HAWSP	1,517,889	2,139,301	621,412
Police Station	607,156	855,720	248,565
TOTAL	\$9,677,535	\$ 13,834,146	\$4,156,611

FY23 COLA

I am proposing a 7% COLA for all staff¹ in FY23. This replaces the budgeted 0.8% COLA scheduled for FY23. The proposed 7% increase roughly splits the difference between the 7.9% rate of inflation declared by the Bureau of Labor Statistics and the 5.9% COLA implemented by Social Security in 2022.

Estimated Financial Impact of COLA for FY23:

General Fund	\$477,254
Utility Fund	\$88,043
Port & Harbor Fund	\$99,676
TOTAL	\$664,973

¹ This COLA excludes the City Manager. Per my contract, I do not receive staff COLAs.

This COLA request is in line with organizational goal 1.3 presented to Council at the recent visioning session: Provide fair, competitive, and equitable wages for all staff members. We are experiencing a time of high inflation which is negatively impacting our employees and their general purchasing power. Providing a reasonable COLA will help them maintain their households here in Homer and assist with retention of staff throughout the organization.

New Positions

I am requesting three additional staff positions in the midbiennium operating budget adjustment. The City is growing and Council has an ambitious vision for the future. To effectively carry out that vision, I will need to expand the team with a mix of staff positions and project-specific professional services contracts. The creation of these positions is in line with organizational goal 1.2: Recruit and retain sufficient staff to meet organizational needs and Council goals.

The positions requested are as follows:

IT Network Administrator: We have had extensive discussions at Council about the importance of IT to organizational success and how critically understaffed the IT division has been for many years. I have made organization design changes that have relieved some of the pressure on IT (i.e., teaming IT with the Library), but we still need to grow our IT team to meet the needs of the organization. The choice of a Network Administrator position was driven by months of discussion between the City Manager and Library Director around different ways we could most effectively and economically expand and improve IT services.

Special Projects Coordinator (x2): As Homer grows, we will see an increased need for highly skilled Special Projects Coordinators that can work collaboratively across departments to achieve high level goals and objectives set by Council. My intent is to attempt to recruit two Special Projects Coordinators with skill sets complementary to the existing team and the many special projects I anticipate we will be pursuing in the next few years. I expect these individuals to be involved in work related to fiscal policy, planning, preparation for adoption and implementation of a building code, volunteer program improvements, general project management, grant support, software migration and implementation, integration of the capital budget and various city plans, etc.

Estimated Financial Impact for FY22: \$98,914

Estimated Financial Impact for FY23: \$437,620 (includes COLA)

Departmental Adjustments

The proposed budget amendment includes a number of increases requested by the departments to keep pace with changes on the ground. These changes equate to an approximately 3.5% increase overall. We saw a lot of increases related to inflation, supply chain challenges, an abnormally snowy winter, and ongoing COVID impacts on staffing and overtime. There are also some small changes to account for things like an expanded Council travel budget for training and lobbying, training to support individuals promoted into advanced positions, increased advertising to support a strategic shift in methods of marketing and public outreach, etc. The specific line item requests are listed in an attachment to this memo.

	FY22 Adjustments (\$)	FY22 Adjustments (%)	FY23 Adjustments (\$)	FY23 Adjustments (%)
General Fund	455,188	3.4%	485,547	3.5%

Utility Fund	13,793	0.4%	14,015	0.4%
Harbor Fund	34,077	0.7%	13,577	0.3%

Admin Fee Relief

The proposed budget amendment increases the sales tax revenue to a point that we can accomplish a COLA, add positions, and take care of departmental adjustments while having sufficient funds available to waive the admin fees for the Enterprise and Utility Funds. Enterprise admin fees will instead flow into Harbor Reserves. Utility Fund admin fees will be redirected into the Utility CARMA fund.

Admin Fees budgeted for FY22/23:

	Utility Fund	Enterprise Fund
FY22	\$588,359	\$453,392
FY23	\$605,719	\$465,339

Surplus

In the past, any surplus funds were programmed into the various CARMA funds to balance the budget. For this budget adjustment, I am proposing that surplus funds be directed to the Unassigned General Fund Fund Balance. Council can decide at a future time where they would like to direct those funds.

Overall Picture

General Fund: In FY22 the General Fund, with all proposals contained in this memo, is forecasted to run a surplus of \$852,290. In FY23, the surplus is projected to be \$164,646.

Utility Fund: In FY22 the Utility Fund will eliminate a draw on fund balance (the original FY22 budget had a small deficit balanced by a draw from utility fund balance). With the removal of admin fees, it will also see a growth in the Utility CARMA fund balance of \$545,026. In FY23 we have a similar situation. The draw on fund balance is eliminated and \$340,970 will be directed to Utility CARMA.

Enterprise Fund: In FY22 the Enterprise will see a \$419,315 increase in transfers to reserves. In FY23, the increase will be \$352,085.

Staff Recommendation: Introduce and adopt Ordinance 22-20 amending the FY22/23 Operating Budget



City of Homer

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Office of the City Manager

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Memorandum

TO: Mayor Castner and Homer City Council
FROM: Rob Dumouchel, City Manager
DATE: April 7, 2022
SUBJECT: City Manager's Report for April 11, 2022 Council Meeting

Barge Redoubt

On March 31st the barge Redoubt broke free from its moorings and drifted ashore in Mud Bay. This triggered calls from the public to the Harbormaster's office. The Harbormaster kept Coast Guard Sector Anchorage, Homer Dispatch, and my office updated as the situation unfolded. The tug Bob Franko and support vessel Allan G were able to work together to get the Redoubt moved back to deeper waters.



Food Truck Follow Up

Immediately after the passage of Ordinance 22-15(S)(A), staff began the transition of mobile food service (food truck) licensing from the Police Department to the Planning and Economic Development offices. We have compiled contact information for food trucks that have been licensed in Homer in the past few years and will be proactively reaching out with information on the updated code and fees. For the few food trucks that registered before the code change, I have staff offering refunds of the difference between the old and new license fees to ensure a fair starting point for the trucks doing business in Homer this year.

Short Term Rentals and Sales Tax

My office and the Finance Director have been collaborating on a public education flyer that will be mailed to all utility customers regarding sales tax for rentals. Short term rentals are subject to sales tax on a per-unit, per-night basis. The taxes collected must be remitted to the Kenai Peninsula Borough. We are in the process of sharing a draft with KPB sales tax division staff to ensure that it is accurate and does not conflict with any information provided by the Borough. If all parties

water/sewer bills at the end of April. Regarding the larger discussion about short term rentals and the impacts they create on the City, I am working with Planning and Economic Development on the topic and intend to come to Council with a proposed pathway for addressing this issue in a comprehensive manner at a future meeting.

Kachemak Way Sewer Repair

Update from the Public Works Director regarding the recent road closure and sewer repair project on Kachemak Way: *It pays to have a Plan B when you go out of town! This is the lesson a homeowner on Kachemak Way learned recently. The fellow who was looking after the house noticed sewage starting to back up in the house. He called Public Works, who after investigating the situation, concluded the service line was broken, in the road way, making it the City's responsibility. The operators mobilized traffic control to close the road to through traffic and a large excavator to dig up the service line. The water/sewer crew found two separate cracks in the service line, repaired them, and turned the site back to the operators who filled in the hole, cleaned up the site and got traffic moving again the same day. The homeowner came back to a happy and healthy house.*

Main Street Sidewalk – It's Time!

The design for the Main Street Sidewalk is complete and we're advertising the project for bid. Bids will be due May 2, 2022, and brought to the City Council for contract award on May 9. We're projecting construction will start in early June and be complete by October 31st. The project will install an asphalt sidewalk on the west side of Main Street from the Homer Theatre to Dehl Avenue, by Bayview Park. The project will include ADA ramps at all intersections, ADA access to Bayview Park and storm drain upgrades.

Coast Guard City Planning

The City's relationship to the Coast Guard is very important and there is a strong desire to strengthen that relationship over the coming years. At the visioning session in March, pursuit of a Coast Guard City designation was identified as a future project. Christine Drais, Assistant to the City Manager, and Councilmember Venuti met April 1st to start talking about the process of become a Coast Guard City and ways the City and other local stakeholders can work together to make Homer a great homeport for those stationed here.

Burn Regulations

Fire Chief Kirko and I met with Councilmembers Venuti and Aderhold to discuss issues connected to burning within city limits. We are evaluating existing code and permit conditions to see how they can be modernized to better serve the community. I anticipate an extended public engagement process that may be integrated into the building code and code enforcement discussions that were a high priority for Council at the visioning in March.

State Approval of Homer as Official Early Voting Site

Update from the City Clerk: *In past State elections, Homer City Hall has served as an Absentee in Person polling site for the two weeks prior to each election. What this means is voters come in and complete an absentee in person affidavit envelope, are issued a ballot, the voted ballot is sealed its envelope, and batches of envelopes with voted ballots are mailed daily to Juneau. Once in Juneau the envelopes are reviewed, voter registration is verified, cross checks are completed to ensure the absentee voter didn't vote on election day, and then those ballots are counted and included in the final count that gets certified. Over the last several years the number of absentee in person voters has increased significantly in Homer and our Region 1 Director requested that Homer be added as an Early Voting Site. What this change means is that when voters come in during the two weeks prior to election day, they will check in with the election official who will pull up their information and print an affidavit form for the voter to sign affirming that they are a registered voter and that their information is correct. The voter*

will then be issued a ballot that will be counted by the optical scan unit that's on site, just like on election day. Those counts will then be transmitted to Juneau and be included in the election day results. If a voter comes to vote early and their voter registration information is incorrect, then they will be asked to use the absentee in person voting method, and their absentee in person affidavit envelope will be used to update their voter registration through the State system. The Clerk's office is very excited about this change! Please feel free to call us at 907-235-3130 with questions, and if we don't have the answer, we'll help you find it. The deadline to update your voter registration for the June 11th State Special Election is May 15th. Voter registration is available at the City Clerk's Office, the Homer Public Library, and online at elections.alaska.gov. You will also find a helpful video at that web address that explains Ranked Choice Voting. If you're interested in serving as an election official in the 2022 elections please contact the Clerk's office.

Grant Symposium and Lobbying Efforts

Senator Murkowski's office is hosting a federal grants symposium in Anchorage April 11th and 12th. The City's grant specialist, Special Project Coordinator Jenny Carroll, and Harbormaster Bryan Hawkins will be attending the symposium to gather valuable information for the City. They are also tentatively scheduled to make a brief trip to Juneau to reconnect with some legislators regarding City priorities.



April 1, 2022

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

Dear Mayor Castner, City Council, and City Staff,

This letter serves as our quarterly report for the period January 1st to March 31st, 2022. The Homer Business Advisor, Robert Green, has been busy this quarter working with clients gearing up for what should be a record-setting summer. Entrepreneurs in Homer have really appreciated having a business advisor on site, who is an expert in the community. In the absence of a Homer Business Advisor in 2019, the Alaska SBDC provided 156.5 advising hours to Homer clients, but surpassed that total in this quarter alone. Here is a summary of deliverables to the Homer community during the quarter:

Advising Hours: 184.7
Total Clients Advised: 57
New Businesses Started or Bought: 5
Jobs Supported: 237
Capital Infusion: \$183,500
Client Satisfaction Surveys: 91% positive

The contract rate for a business advisor is \$55 per hour, which includes salary, benefits, fixed, and administrative expenses. In addition to local expertise, the Alaska SBDC provides IBISWorld industry reports, retailing for \$925 each, and ProfitCents financial analyses, valued at \$2,750 each, to clients free of charge. Here is a summary of value provided to the Homer community during the quarter:

Business Advisor: \$27,335
IBISWorld Industry Reports: \$9,250
ProfitCents Financial Analyses: \$16,500
Total: \$53,085

We would like to thank the City of Homer for their support of the Homer Business Advisor position. Robert has been doing a great job with our clients in the Homer area and we feel this will be a beneficial partnership for years to come. Please do not hesitate to contact us if you have any questions.

Sincerely,

DocuSigned by:


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Jon Bittner
Executive Director
Alaska SBDC