



## Homer City Hall

491 E. Pioneer Avenue

Homer, Alaska 99603

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

# City of Homer Agenda

**City Council Regular Meeting**

**Monday, May 11, 2020 at 6:00 PM**

**City Hall Cowles Council Chambers via Zoom Webinar**

**Webinar ID: 205 093 973 Password: 610853**

**Dial 1-669-900- 6833 or 1-253-215 8782; (Toll Free) 888-788-0099 or 877- 853-5247**

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

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

## **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

## **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 April 27, 2020. City Clerk. Recommend approval.
- b. Resolution 20-042, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Public Works Gravel Supply for 2020, 2021, and 2022 to the Firm of R/C Land Improvement of Anchor Point, Alaska and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption.

Memorandum 20-057 from Public Works Superintendent as back up

- c. Resolution 20-043, A Resolution of the City Council of Homer, Alaska, Approving A Lease Assignment from Icicle Seafoods, Inc. to Ocean Beauty Icicle, LLC, and Authorizing the City Manager to Execute the Appropriate Documents for the Continuation of the Current Twenty Year Lease with Term Ending December 31, 2036 with Options for Two Consecutive Five Year Renewals for Lot 41 & 42, as Shown on the Subdivision Plat 89-34 Entitled Homer Spit Amended ADL 18009, at an Initial Annual Base Rent of \$69,876.96. City Manager. Recommend adoption.

Memorandum 20-059 from Port Director/Harbormaster as backup

- d. Resolution 20-044, A Resolution of the City Council of Homer, Alaska Recommending the Kenai Peninsula Borough Enact Ordinance 2020-24 which would Provide for a Vote By Mail System for Elections Borough Wide. Aderhold/City Clerk. Recommend adoption.

## **VISITORS**

- a. Unified Command Update (10 Minutes)

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

- a. Committee of the Whole Report
- b. Mayor's Report
- c. Borough Report
- d. Planning Commission

## **PUBLIC HEARING(S)**

### **ORDINANCE(S)**

- a. Ordinance 20-21, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code by Repealing 2.08.100 Teleconference Participation in Meetings, 2.08.110, Teleconference Procedures, 2.08.120 Teleconference Limitations, and Reenacting 2.08.100 Teleconference and Web-Hosted Meetings. City Clerk. Recommended dates: Introduction May 11, 2020, Public Hearing and Second Reading May 26, 2020

Memorandum 20-056 from City Clerk as backup

- b. Emergency Ordinance 20-22, An Emergency Ordinance of the City Council of Homer, Alaska, Amending the 2020 Budget by Appropriating Funds in the Amount of \$80,000 from the General Fund Fund Balance for the Purpose of COVID-19 Preparation and Response. City Manager. Recommended dates: Introduction and Public Hearing May 11, 2020

Memorandum 20-058 from City Manager as backup

## **CITY MANAGER'S REPORT**

- a. City Manager's Report

## **PENDING BUSINESS**

- a. Resolution 20-008(S-2), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

Memorandum 20-052 from Deputy City Planner as backup

Resolution 20-008(S-3), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, ~~Known as~~ **Adjacent to** Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

**NEW BUSINESS**

**RESOLUTIONS**

- a. Resolution 20-045, A Resolution of the City Council of Homer, Alaska Recognizing and Celebrating Graduating High School Seniors and Committing City Support to their Graduation Ceremonies and Celebrations During the COVID-19 Pandemic. Lord/Hansen-Cavasos.
- b. Resolution 20-046, A Resolution of the City Council of Homer, Alaska Addressing the Impacts COVID-19 has on City Finances, Requesting Additional Financial Support to Restore Shortfalls in Anticipated 2020 Revenues from the State of Alaska and Federal Government, and Thanking State and Federal Officials for their Response to the Pandemic. Aderhold.
- c. Resolution 20-047, A Resolution of the City Council of Homer, Alaska Supporting an Adjustment to the 2020 Halibut Charter Fleet Regulations. Mayor/Venuti.

**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 Tuesday, May 26, 2020, at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held virtually by Zoom Webinar from the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 20-14 a Regular Meeting of the Homer City Council was called to order on April 27, 2020 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS: ADERHOLD, EVENSEN, LORD, SMITH, VENUTI

**ABSENT:** COUNCILMEMBER HANSEN-CAVASOS (excused)

**STAFF:** CITY MANAGER YODER  
CITY CLERK JACOBSEN

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

The following changes were made: **Visitors** Unified Command Update (10 minutes) **Public Hearings** Ordinance 20-19, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 19 to add Chapter 19.01 Closures of Use Areas to Reflect the City Manager's Authority to Close City Parks, Campgrounds, and Public Places in an Emergency or other Exigent Circumstances. City Manager. Written Public Comments **Pending Business** Resolution 20-008(S), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos. Resolution 20-008(S-2), provided by Evensen/Hansen-Cavasos, with the same title.

LORD/VENUTI MOVED TO APPROVE THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

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

Kate Finn, city resident, commented in support of Resolutions 20-040 to extend the moratorium on clearing vegetation in the rights-of-way and 20-008(S) seafarer's memorial to create green space and a land management plan at the Seafarer's Memorial. She also supports the Resolutions regarding the City's Rights-of-Way policies and hopes they can be blended into one policy; and Resolution 20-041 to allow for increased time for lease payments to the City.



## RECONSIDERATION

**CONSENT AGENDA** (Items listed below will be enacted by one motion. If a separate discussion is desired on an item, that item may be removed from the Consent Agenda and placed on the Regular Meeting Agenda at the request of a Councilmember.)

- a. Homer City Council Unapproved Meeting Minutes of April 13, 2020. City Clerk. Recommend approval.
- b. Memorandum 20-050 from City Clerk Re: Vacation of a 33' Section Line Easement located within Lot 6a-1 Virginia Lynn 2006 Replat (Plat HM 2006-20) and as dedicated on 6A-1 Virginia Lynn 2006 Replat (Plat HM 2006-20). KPB File 2020-021V2. Recommend approval.
- c. Resolution 20-040, A Resolution of the City Council of Homer, Alaska Extending the Moratorium on Cutting, Clearing or Removal of Trees and Vegetation Located within Public Rights-of-Way (ROW) from May 1, 2020 to June 1, 2020. City Manager. Recommend adoption.

Memorandum 20-051 from Public Works Director as backup

Moved to Resolutions Item b. Smith.

Item c. was moved to Resolutions item b. Smith.

LORD/ADERHOLD MOVED TO APPROVE THE RECOMMENDATIONS OF THE CONSENT AGENDA AS READ.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## VISITORS

- a. Unified Command Update Re: COVID-19 (10 minutes)

South Peninsula Hospital PIO Derotha Ferraro shared brief hospital update on COVID-19 testing, antibody testing, soft reopen of services, and alternate care site plan. Information can be found at [www.sphosp.org](http://www.sphosp.org). City of Homer PIO Jenny Carroll provided a review and update on the State's 5 phase approach to resume economic activity for Alaska, Mandate 17 regarding protective measures for independent commercial fishing vessels, and public messages from the City. Public Health Nurse Lorne Carroll reviewed COVID-19 counts globally, in the US, and statewide. He shared the message from Dr. Anne Zink, Alaska's Chief Medical Officer, that our

numbers are trending down and while this is definitely a moment to celebrate but it doesn't mean we can let our guard down and that we're counting on Alaskans to keep taking measures to prevent COVID-19 from spreading in our communities. Fire Chief Mark Kirko reported on the City's Emergency Operations Center efforts locally.

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

a. Committee of the Whole Report

Councilmember Lord reported Council discussed the consent and regular meeting agendas, Ordinance 20-19, Memorandum from Human Resources on the City Manager hiring process, and started the discussion on the 2020 budget, focusing on potential CARES Act Federal Funding and the State's current plan to allocate those funds to municipalities.

a. Worksession Report

Mayor Castner noted there will be a worksession next week to continue the budget discussion.

c. Special Meeting Report

d. Mayor's Report

Mayor Castner reported the North Pacific Management Council is taking up an emergency regulation on May 15<sup>th</sup> and accepting written comments only. They'll be addressing IFQ Transferability and modification of halibut charter limits for the 2020 season. He commented further regarding CARE Act funds and regulations, and the Governor's plan to reopen the state and the sideboards that continue to focus on public health and safety, including the importance of wearing masks.

e. Borough Report

f. Library Advisory Board

i. Library Advisory Board Written Report

**PUBLIC HEARING(S)**

- a. Ordinance 20-19, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 19 to add Chapter 19.01 Closures of Use Areas to Reflect the City Manager's Authority to Close City Parks, Campgrounds, and Public Places in an Emergency or other Exigent Circumstances. City Manager. Introduction April 13, 2020, Public Hearing and Second Reading April 27, 2020.

Memorandum 20-053 from City Clerk as backup

Memorandum 20-046 from Public Works Director as backup

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

LORD/VENUTI MOVED TO ADOPT ORDINANCE 20-19 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

Councilmember Lord noted the letters of concern that were provided regarding this ordinance and shared that in discussion with the City Attorney at Committee of the Whole that the City Manager already has this authority. She appreciates this amendment includes the requirement for a written finding, but feels the language could be tightened up a bit.

LORD/ADERHOLD MOVED TO POSTPONE TO THE SECOND MEETING IN MAY.

There were brief comments in concurrence with postponing to add verbiage to clarify this is specific to city owned properties.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- b. Ordinance 20-20, An Ordinance of the City Council of Homer, Alaska Repealing Homer City Code 11.36 Vegetation in Rights-of-Way. Evensen/Mayor. Introduction April 13, 2020, Public Hearing and Second Reading April 27, 2020.

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

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

Councilmember Aderhold noted Resolution 20-040 will be taken up later in the meeting and suggested voting this ordinance down and see what Public Works and the City Manager bring back for consideration.

Councilmember Evensen countered that adopting this ordinance tonight will be beneficial to eliminate this language that is cumbersome and offers the new Public Works Director the opportunity to start with a clean slate.

Councilmember Smith felt that whether this is adopted or voted down because regardless the policy will change and right-of-way clearing is on hold right now, and he expects the extension of the moratorium will pass.

Councilmember Lord concurred with Councilmember Smith and added that even without the code language the City would have the responsibility to maintain their rights-of-way.

VOTE: YES: EVENSEN, SMITH  
NO: LORD, ADERHOLD, VENUTI

Motion failed.

## **ORDINANCE(S)**

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

a. City Manager's Report

City Manager Yoder noted his written report and noted the March comparable provided from the Finance Director as a laydown this evening. It's early to see any trends, but we'll continue monitoring the information and provide updates. He reported there has been a lot of meetings regarding COVID and the City's ability to open up and the challenge working with the public to ensure proper sanitation measures are met. He also addressed CARES funding and the need to be cautious and ensure it's used properly.

Follow up comments from Councilmembers addressed the FAA funding and ensuring it trickles down to the City and not used up by administrative costs; the information from Finance and encouraging the city is work to stretch the dollars before the full revenue loss comes to bear, including limiting capital purchases that aren't necessary; potential scheduling for meetings that may be needed; and correspondence regarding the Large Vessel Harbor.

### **PENDING BUSINESS**

- a. Resolution 20-008(S), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

Memorandum 20-052 from Deputy City Planner as backup

Resolution 20-008(S-2), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

Mayor Castner noted there is a motion on the floor from January 13, 2020 to adopt Resolution 20-008(S) by reading of title only and opened the floor to discussion.

LORD/ADERHOLD MOVED TO SUBSTITUTE RESOLUTION 20-008(S-2) FOR 20-008(S).

At the request of Councilmember Evensen, Mayor Castner called for a recess at 7:20 p.m. and reconvened the meeting at 7:25 p.m.

There was no discussion.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Councilmember Evensen shared that he had six amendments to propose and after brief discussion agreed it would be beneficial to postpone and bring them back to Council.

SMITH/VENUTI MOVED TO POSTPONE TO THE NEXT MEETING.

Councilmember Smith noted in looking at the Commission minutes the S-2 version is absent some important items the commissions addressed, including limiting to 45 parking spaces. It might be worth discussion with Port and Harbor as one of the recommendations was taking into consideration the area available for parking and maximizing the organization of that parking area to be used more efficiently, or making the determination on number of spaces after the parking study can be done. He'd like to know if the area could be straightened out and possibly expanded slightly without significant impact to the area. He also noted in the aerial view of the grassland it appears it isn't being preserved at all because there are many trails cut through the grass. The resolution references the need for no specific signage and any new trail development is limited, but there are currently trails all over the place. He recommended looking at the aerial of the grassland, think more holistically on the impact if the intent is to preserve habitat, on the impact of the resolution and what it's trying to accomplish.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

EVENSEN/LORD MOVED TO SUSPEND THE RULES TO TAKE UP RESOLUTION 20-040 AT THIS TIME.

Councilmember Lord noted this action will allow them to address the right-of-way clearing moratorium extension before taking up the two resolutions regarding the right-of-way clearing policy.

VOTE: YES: SMITH, EVENSEN, VENUTI, ADERHOLD, LORD

- b. Resolution 20-040, A Resolution of the City Council of Homer, Alaska Extending the Moratorium on Cutting, Clearing or Removal of Trees and Vegetation Located within

Public Rights-of-Way (ROW) from May 1, 2020 to June 1, 2020. City Manager. Recommend adoption.

Memorandum 20-051 from Public Works Director as backup

LORD/ADERHOLD MOVED TO ADOPT RESOLUTION 20-040.

SMITH/EVENSEN MOVED TO AMEND THE DATE FROM JUNE 1 TO JUNE 9, 2020.

Councilmember Smith noted this follows their first meeting in June and will allow for two meetings to address any changes before the moratorium expires.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion.

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

Motion carried.

- c. Resolution 20-038, A Resolution of the City Council of Homer, Alaska Restating the City's Right of Way Policy to be Consistent with Climate Action and Citizen's Needs. Evensen/Mayor.

LORD/EVENSEN MOVED TO ADOPT RESOLUTION 20-038 BY READING OF TITLE ONLY.

EVENSEN/SMITH MOVED TO POSTPONE TO JUNE 8<sup>TH</sup>.

There was brief comment.

VOTE: YES: LORD, EVENSEN, SMITH

NO: ADERHOLD, VENUTI

Motion to postpone failed.

There were comments that there is work being done on the right-of-way policy it would be appropriate to vote this down tonight. Other comments countered that the work that's gone into this shouldn't be thrown away. It was noted that the information is still available to be considered in any future recommendation.

VOTE: YES: EVENSEN

NO: VENUTI, LORD, ADERHOLD, SMITH

Motion failed.

- d. Resolution 20-039, A Resolution of the City Council of Homer, Alaska Establishing a Policy Regarding the Clearing of Vegetation within Street Right-of-Way by the Public Works Department. Lord.

Memorandum 20-047 from Councilmember Lord as backup  
Memorandum 20-048 from City Engineer as backup

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-039 BY READING OF TITLE ONLY.

There was discussion confirming following the same process as the other actions regarding the right-of-way policy.

VOTE: NO: EVENSEN, SMITH, LORD, VENUTI, ADERHOLD

Motion failed.

## **NEW BUSINESS**

- a. Memorandum 20-054 from Human Resources Re: City Manager Job Posting Update and Process Recommendation.

LORD/VENUTI MOVED TO APPROVE THE RECOMMENDATION FROM HUMAN RESOURCES TO USE THE SAME PROCESS IMPLEMENTING A CITY MANAGER HIRING ADVISORY COMMITTEE AND ALLOWING COMMENTS FROM STAFF TO BE SUBMITTED.

There were brief comments that a process be outlined for the committee regarding their recommendations to the committee.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **RESOLUTIONS**

- a. Resolution 20-041, A Resolution of the City Council of Homer, Alaska Affirming Measures to Provide Increased Time for Lease Payments to Reduce Financial Hardships During the COVID-19 Emergency. Lord/Smith/Aderhold.

Memorandum 20-055 from City Manager as backup

LORD/VENUTI MOVED TO ADOPT RESOLUTION 20-041 BY READING OF TITLE ONLY

There was comment this is similar to the resolution at the last meeting regarding other payments.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **COMMENTS OF THE AUDIENCE**

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

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

City Clerk Jacobsen had no comments.

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

City Manager Yoder shared that the Homer Chamber of Commerce is looking at rescheduling the Halibut Tournament from June to July 2<sup>nd</sup> and 3<sup>rd</sup>. He also noted they're working on getting some banners to display as a way to help congratulate this year's graduating seniors.

### **COMMENTS OF THE MAYOR**

Mayor Castner implored everyone to help keep our COVID-19 case count low and it will take work to do that. During the course of the meeting he received a call from Ravn that they need some help, they'd like to talk with the City, and will need some political help.

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

Councilmember Venuti shared this year is the 50<sup>th</sup> anniversary of Kenai Peninsula College graduates. This year the Kachemak Bay Campus (KBC) and Kenai River Campus (KRC) are joining for a virtual commencement at 6:00 p.m. on May 7<sup>th</sup> on their Facebook page. She recognized this year's KBC graduates, Amber Grady, Chloe Pleznac, Neal Wimmerstedt, Aaron Herrick, and Lillian Connor.

Councilmember Aderhold said she loves the KBC commencement and will tune in. She shared her appreciation for what the City has been doing through the Emergency Operations Center and the efforts by City staff in response to the pandemic. She reminded listeners that this is not the flu, it's completely different, and it isn't a media hoax. We have no immunity to this, so please take it seriously. She hopes everyone has a little time to enjoy the sunshine after the meeting this evening.

Councilmember Lord thanked everyone for another good as can be Zoom meeting. She noted the Kenai Peninsula Economic Development District is doing another Peninsula-wide survey for businesses that is due May 1<sup>st</sup> or 5<sup>th</sup>, and there's more information at [www.kpedd.org](http://www.kpedd.org). She's impressed by businesses and people in the community who are able to pivot toward the space were in right now, she believes its temporary for an undetermined amount of time, but we're good at doing hard things and we can do this. She and Councilmember Hansen-Cavasos plan



to have a resolution at the next meeting to celebrate this year's seniors. She shared that she's tried a Zoom with a Councilmember and encouraged people to reach out if they're interested.

Councilmember Smith noted the Police Chief's earlier comments about enforcement and shared a quote from the Governor of Illinois, "To be honest, we do not have the resources, the capacity or the desire to police every individual's behavior. Enforcement comes in many forms and our first and best option is to rely on Illinoisans", or in our case, Alaskans, "to be good members of their communities and good citizens working together to keep each other safe. I have instructed the law enforcement to monitor for violations take action when necessary, but that is not an option that anyone prefers." He hopes the community will acknowledge their key role in the way this plays out, and we can't police everyone's behavior. He shared he has a senior graduating this year and has a banner up in recognition, and there is work being done to provide a safe venue for this year's graduation.

Councilmember Evensen congratulated this year's KBC graduates, it's a huge accomplishment. He thanked the Unified Command for their excellent report, and the Mayor and City Manager for their great examples of community leadership.

#### **ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:12 p.m. The next Regular Meeting is Monday, May 11, 2020 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held virtually by Zoom Webinar from the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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Melissa Jacobsen, MMC, City Clerk

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

**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 20-042**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, AWARDING THE CONTRACT FOR THE PUBLIC WORKS GRAVEL SUPPLY FOR 2020, 2021, AND 2022 TO THE FIRM OF R/C LAND IMPROVEMENT OF ANCHOR POINT, ALASKA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The Invitation to Bid was advertised in the Homer News on April 9 and 16, 2020 and posted on the City’s website as required by the City’s Procurement Manual; and

WHEREAS, Two bids were received; and

WHEREAS, R/C Land Improvement was determined the lowest responsive bidder for Winter Sand at \$14 per cubic yard, Type II Gravel at \$13 per cubic yard, and Type III Gravel at \$16 per cubic yard; and

WHEREAS, This award is not final until written notification is received by R/C Land Improvement of Anchor Point, Alaska, from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, approves the contract for the Public Works Gravel Supply 2020, 2021, and 2022 to the firm of R/C Land Improvement of Anchor Point, Alaska, and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council on this 11<sup>th</sup> day of May, 2020.

CITY OF HOMER

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KEN CASTNER, MAYOR

43 ATTEST:

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46 MELISSA JACOBSEN, MMC, CITY CLERK

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48 Fiscal Note: Account No. 100.0174.5202 \$32,200; Account No.100.0172.5202 \$10,000;

49 Account No. 100.0172.5202 \$5,000.



# 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 20-057

To: Marvin Yoder, City Manager  
From: Dan Gardner, Superintendent  
Date: April 27, 2020  
Subject: Public Works Tri-Annual Gravel Supply Contract Bidding Results – Years 2020, 2021, and 2022

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On April 27, 2020, bids were opened for the tri-annual Public Works Gravel Supply Contract. The bids are for three one-year renewable contracts. The bid results are as follow:

<b>Bidder Name</b>	<b>Winter Sand Per Cubic Yard</b>	<b>Type III Gravel Per Cubic Yard</b>	<b>Type II Gravel Per Cubic Yard</b>	<b>D-1 Gravel Per Cubic Yard</b>
R/C Land Imp.	<b>\$14.00</b>	<b>\$16.00</b>	<b>\$13.00</b>	No Bid
East Road Svcs.	\$17.50	\$19.50	\$15.50	<b>\$23.50</b>

### Recommendation

Award the three-year renewable gravel contract to R/C Land Improvements for Winter Sand, Type III, and Type II material. Annual quantities will vary depending on budgets and materials required.

No award recommendation is made for D-1 gravel as we are not currently purchasing any of this material. Should that need arise in the future, standard procurement procedures will be followed.

### Fiscal Note for 2020 Estimated Quantities

- Sand 100.0174.5202 \$32,200
- Type III Gravel 100.0172.5202 \$10,000
- Type II Gravel 100.0172.5202 \$5,000

cc: Melissa Jacobsen, City Clerk  
Jan Keiser, Public Works Director

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 20-043**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, APPROVING A LEASE ASSIGNMENT FROM ICICLE SEAFOODS, INC. TO OCEAN BEAUTY ICICLE, LLC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS FOR THE CONTINUATION OF THE CURRENT TWENTY YEAR LEASE WITH TERM ENDING DECEMBER 31, 2036 WITH OPTIONS FOR TWO CONSECUTIVE FIVE YEAR RENEWALS FOR LOT 41 & 42, AS SHOWN ON THE SUBDIVISION PLAT 89-34 ENTITLED HOMER SPIT AMENDED ADL 18009, AT AN INITIAL ANNUAL BASE RENT OF \$69,876.96.

WHEREAS, Icicle Seafoods, Inc. (Icicle) has reached a tentative agreement to merge with Ocean Beauty Seafoods, LLC. to form Ocean Beauty Icicle, LLC (OBI), which results in a change in ownership of more than 25% and triggers the need for a lease assignment per Section 8.2 of Icicle Seafood, Inc.'s current lease; and

WHEREAS, Both Icicle Seafoods, Inc. and Ocean Beauty, LLC are seeking the City of Homer's approval to assign Icicle's current lease to OBI in order to complete the merger; and

WHEREAS, OBI has requested no new changes or alterations to the current lease other than the assignment of tenant from Icicle Seafoods to OBI and has stated their intention of continuing to operate the facility as a viable fish processing plant on the Homer Spit; and

WHEREAS, The City is in possession of sufficient financial information for Icicle Seafoods, Inc., however OBI has yet to provide its own financial portfolio; and

WHEREAS, The merger between Icicle Seafoods, Inc. and Ocean Beauty, LLC is set to complete at the end of May 2020 and once complete, OBI will provide the City with an explanation for how the assets of each party are to be incorporated into the LLC and sufficient financial information to satisfy the requirements of Homer City Code Chapter 18.08 and the City lease application; and

WHEREAS, HCC 18.08.060 (e) states that when a lessee intends to assign the lease as part of a sale of the business located on the leased lot, City Council will approve the assignment by resolution as an amendment to the lease.

42 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves the  
43 lease assignment of Icicle Seafood, Inc.'s current lease to the newly merged Ocean Beauty  
44 Icicle, LLC, and authorizes the City Manager to execute the appropriate documents for the  
45 continuation of the current twenty year lease with term ending December 31, 2036 with  
46 options for two consecutive five year renewals for Lot 41 & 42, as shown on the subdivision plat  
47 89-34 entitled HOMER SPIT amended ADL 18009, at an initial annual base rent of \$69,876.96 for  
48 the purpose of operating a seafood processing plant.

49  
50 BE IT FURTHER RESOLVED that approval of the lease assignment is contingent upon  
51 OBI providing the City with an explanation for how the assets of each party are to be  
52 incorporated into the LLC and sufficient financial information to satisfy the requirements of  
53 Homer City Code Chapter 18.08 and the City lease application.

54  
55 PASSED AND ADOPTED by the Homer City Council on this 11<sup>th</sup> day of May, 2020.

56  
57 CITY OF HOMER

58  
59  
60  
61 \_\_\_\_\_  
62 KEN CASTNER, MAYOR

63 ATTEST:

64  
65  
66 \_\_\_\_\_  
67 MELISSA JACOBSEN, MMC, CITY CLERK

68  
69 Fiscal Note: \$ 69,876.96 Annually



# City of Homer

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

Port and Harbor

4311 Freight Dock Road  
Homer, AK 99603

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

(p) 907-235-3160

(f) 907-235-3152

## Memorandum 20-059

TO: HOMER CITY COUNCIL

THROUGH: MARVIN YODER, INTERIM CITY MANGER

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: MAY 7, 2020

SUBJECT: ASSIGNMENT OF ICICLE SEAFOODS LEASE TO OCEAN BEAUTY ICICLE, LLC.

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In April of 2020 Icicle Seafoods and Ocean Beauty Seafoods contacted the City, as required per Icicle Seafood's lease, to advise of the pending merger of the two companies into Ocean Beauty Icicle, LLC (OBI). This merger would require a lease assignment from Icicle Seafoods to OBI through resolution since there is a change in ownership of more than 25% (per Icicle's Lease Section 8.02 and HCC 18.08.160). Icicle has operated in the City in some capacity since the construction of Homer's Harbor in the 1970's.

### Items of Note:

- The lease was updated to the new template in 2016 bringing the language and terms up to current policies fairly recently.
- They are asking for no extension of term nor are they requesting a change in use of purpose or any other conditions of the current lease.
- Current Terms of the lease:
  - term ends December 31, 2036 with two(2) five year extensions possible
  - base rent = \$69,876.96 per annum
  - square footage /lots- Lot 41 = 64,905 square feet & Lot 42 =64,066 square feet ; total = 128,971 square feet
  - purpose- Seafood processing plant, and operations related directly thereto (no new improvements scheduled or planned to existing structures per lease)
- New ownership of the merged Ocean Beauty Icicle LLC is listed at 50% Icicle Seafoods, 50% Ocean Beauty Seafoods

One of the conditions of the lease assignment is receiving financial capability or backing of the applicant including items such as credit history and assets that will support the business. The City has on hand sufficient financial information provided by Icicle however OBI, LLC has not provided its own financial portfolio. The merger between Icicle and Ocean Beauty is set to complete at the end of May 2020. To meet the financial capability requirement of the assignment, an explanation for how the assets of each party will be incorporated into the LLC and an agreement to provide sufficient financial

information to satisfy the requirements of Homer City Code Chapter 18.08 and our City lease application will be submitted to the City Manager after the merger is complete (please see attached letter for detail). Council's approval of the lease assignment will be contingent upon OBI, LLC providing their financial information when available to the City Manager for review before completion of the lease transfer documents. Per HCC 18.08.070 (g), the City Manager may rescind the notice to award at any time prior to the execution of a lease if the proposer can no longer meet the terms of the proposal.

## **RECOMMENDATION**

Port and Harbor staff recommend assigning Icicle Seafood's current 20-year lease with two five year options for Lot 41 &42 to OBI, LLC and authorizing the City Manager to move forward with executing the appropriate documents with the condition that execution of documents will be contingent on, and not occur until, OBI provides to the City Manager financial documentation for the newly merged LLC that complies/satisfies HCC 18.08.060 and Homer's Lease Application Section 8 Financials.

### Fiscal Notes:

Current Icicle Seafoods Annual base Rent: \$69,876.96, Rates are adjusted annual per the Consumer Price Index and 5 year appraisals

Attachments: Letter to City Manager Regarding Merger  
Ocean Beauty Icicle Submitted Lease Application  
Assignment and Assumption of Lease Document between Icicle and Ocean Beauty-  
Draft  
Icicle Seafood Inc.'s Lease





May 6, 2020

**VIA EMAIL**

Mr. Marvin Yoder  
Acting City Manager  
Homer City Hall  
491 Pioneer Avenue  
Homer, AK 99603  
[ehollis@ci.homer.ak.us](mailto:ehollis@ci.homer.ak.us)

Re: Assignment of Tenant's Interest in Lease of Lots 41 & 42, Homer Spit Sub. Amended

Dear Mr. Yoder,

Attached please find our application to assign the Ground Lease and Security Agreement, dated January 24, 2017, as amended, by and between the City of Homer, Alaska and Icicle Seafoods, Inc. (the "Lease") for the real property legally described on page 3 of this letter. We seek to assign the Lease to OBI Seafoods, LLC.

Icicle Seafoods, Inc. and Ocean Beauty Seafoods LLC are contributing their respective wild salmon processing businesses into a new Alaska limited liability company, OBI Seafoods, LLC ("OBI"). We anticipate the transaction will close in mid-to-late May. OBI will be 50% owned by each party. Both parties have liens on much of their real property and infrastructure to secure existing loans, so those items will be leased to OBI until that third-party debt is paid off and the encumbrances are removed, at which point they will be contributed to OBI. Both parties will, however, contribute their working capital assets to OBI now. These working capital assets will serve as collateral for a new, syndicated financing facility that will be available at the closing to pay OBI's obligations. Financial information sufficient to satisfy the requirements of Homer Code of Ordinances, Chapter 18.08, will be submitted to the City Manager after closing.

OBI's operating agreement will also be signed at closing. Accordingly, OBI is asking the Homer City Council to approve this assignment to be effective on OBI's provision to the City Manager of the OBI operating agreement, OBI financial statements, and proof of insurance. The form of assignment is enclosed.

City of Homer (Lease of Lots 41 & 42 Homer Spit Sub Amended)

May 6, 2020

Page 2 of 3

We look forward to working with you to answer any questions you may have.

Sincerely,

ICICLE SEAFOODS, INC.

A handwritten signature in brown ink that reads "Ken 'Duff' Hoyt". The signature is written in a cursive style with a large initial 'K' and a stylized 'H'.

Ken "Duff" Hoyt  
Manager, Cook Inlet Buying Station

Enclosures:   Legal Description  
                  Application for Assignment  
                  Form of Assignment

cc: Tony Ross, Chief Financial Officer OBI Seafoods, LLC (via email)

**LEGAL DESCRIPTION**

Lot 41, T 7S R 13W SEC 1 Seward Meridian HM 0890034 HOMER SPIT SUB AMENDED ADL 18009, as depicted on the document described as Homer Spit Amended, a Resubdivision, recorded as Plat 89-34, in the Homer Recording District, on September 21, 1989, also known as Kenai Peninsula Borough Tax Parcel No. 181-034-19;

Lot 42, T 7S R 13W SEC 1 Seward Meridian HM 0890034 HOMER SPIT AMENDED ADL 18009 LOT 42 (ADL 18009), as depicted on the document described as Homer Spit Amended, a Resubdivision, recorded as Plat 89-34, in the Homer Recording District, on September 21, 1989, also known as Kenai Peninsula Borough tax Parcel No. 181-034-18.



## 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.

<b>Applicant Name:</b>	OBI Seafoods, LLC, proposed Assignee of Ground Lease and Security Agreement between City of Homer and Icicle Seafoods, Inc., dated January 24, 2017, as amended by the First Amendment to Lease Agreement, dated March 1, 2018 ("Existing Lease").	
<b>Business Name:</b>	OBI Seafoods, LLC	
<b>Social Security Number:</b>	EIN: 84-1944330	
<b>Email Address:</b>	Tony Ross, Chief Financial Officer tony.ross@OceanBeauty.com	Duff Hoyt, Manager, Cook Inlet Buying Station DuffH@icicleseafoods.com
<b>Mailing Address</b>	P.O. Box 70739	
<b>City, State, ZIP code:</b>	Seattle, WA 98127	
<b>Business Telephone No.</b>	206-285-6800	
<b>Representative’s Name:</b>	Icicle Seafoods, Inc., current existing tenant and proposed Assignor of Existing Lease Duff Hoyt, Manager, Cook Inlet Buying Station, DuffH@icicleseafoods.com	
<b>Mailing Address:</b>	P.O. Box 79003	
<b>City, State, ZIP code:</b>	Seattle, WA 98119	
<b>Business Telephone No.</b>	206-282-0988	
<b>Property Location:</b>	842 Fish Dock Road, Homer, Alaska (Homer Spit)	
<b>Legal Description:</b>	See Exhibit A attached hereto	
<b>Type of Business to be placed on property:</b>	Same business and uses as authorized under Existing Lease.	
<b>Duration of Lease requested:</b>	Termination effective November 31, 2036, per Existing Lease	
<b>Options to re-new:</b>	2 (two) additional, consecutive 5 (five) year periods, per Existing Lease	

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

<p><b>1.</b></p>	<p><b>Plot Plan</b>  N/A</p>	<p><u>A drawing of the proposed leased property showing:</u></p> <p><input type="checkbox"/> Size of lot - dimensions and total square footage (to scale)</p> <p><input type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale).</p> <p><input type="checkbox"/> Water and sewer lines – location of septic tanks, if needed.</p> <p><input type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated</p>																				
<p><b>2.</b></p>	<p><b>Development Plan</b>  N/A</p>	<p><input type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u></p> <table border="0"> <thead> <tr> <th align="left">Dates</th> <th align="left">Tasks</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table> <p>For each building, indicate:</p> <table border="0"> <thead> <tr> <th align="left">Building Use</th> <th align="left">Dimensions and square footage</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Dates	Tasks	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Building Use	Dimensions and square footage	_____	_____	_____	_____	_____	_____
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_____	_____																					
<p><b>3.</b></p>	<p><b>Insurance</b>  Proof of insurance is forthcoming.</p>	<p><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.</p>																				
<p><b>4.</b></p>	<p><b>Subleases</b>  See Exhibit B attached hereto</p>	<p><input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 10% of proceeds paid Lessee by subtenants.</p>																				
<p><b>5.</b></p>	<p><b>Health Requirements</b>  N/A</p>	<p><input type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.</p>																				



9.	Partnership Statement	<input type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u> <b>Date of organization:</b> _____ <b>Type:</b> <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <b>Statement of Partnership Recorded?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ <b>Has partnership done business in Alaska?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ <b>Name, address, and partnership share. If partner is a corporation, please complete corporation statement.</b>  <i>Please attach a copy of your partnership agreement.</i> <hr/>																														
10.	<del>Corporation Statement</del>  Limited Liability Company	<input type="checkbox"/> <u>If the applicant is a <del>corporation</del>, please provide the following:</u> Limited Liability Company <b>Date of <del>Incorporation</del>:</b> _____ <b>State of <del>Incorporation</del>:</b> _____ Limited Liability Company <b>Is the <del>Corporation</del> authorized to do business in Alaska?</b> <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? _____ May 21, 2019 <b><del>Corporation</del> is held?</b> <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where _____ is _____ the _____ stock _____ traded? _____ <b>Officers &amp; Principal Stockholders [10%+]:</b> <table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> <th><u>Address</u></th> <th><u>Share</u></th> </tr> </thead> <tbody> <tr> <td colspan="4">See Supplement to Section 10 attached hereto</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <input type="checkbox"/> <u>Please furnish a copy of Articles of <del>Incorporation</del> and <del>By-laws</del>.</u> Organization _____ Operating Agreement _____ <b>Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments.</b> <table border="0"> <thead> <tr> <th><u>Name</u></th> <th><u>Title</u></th> </tr> </thead> <tbody> <tr> <td colspan="2">See Supplement to Section 10 attached hereto</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Name</u>	<u>Title</u>	<u>Address</u>	<u>Share</u>	See Supplement to Section 10 attached hereto																<u>Name</u>	<u>Title</u>	See Supplement to Section 10 attached hereto							
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See Supplement to Section 10 attached hereto																																

**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: Totem Ocean Trailer Express  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 1100 Olive Way, Seattle, WA 98124  
Telephone: 206-628-4343  
Nature of business association with Applicant: Vendor

Name: Seattle Marine Supply  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 2121 W. Commodore Way, Seattle, WA 98119  
Telephone: 206-285-5010  
Nature of business association with Applicant: Vendor

Name: Frontier Packaging Inc.  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 1201 Andover Park East, Tukwila, WA 98188  
Telephone: 206-575-7772  
Nature of business association with Applicant: Vendor

Name: Delta Western  
Firm: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: 2700 W. Commodore Way #301, Seattle, WA 98199  
Telephone: 206-270-9609  
Nature of business association with Applicant: Vendor

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

Signature:

*Ken "Duff" Hoyt*

Date:

May 6, 2020

Duff Hoyt, Manager, Cook Inlet Buying Station  
Icicle Seafoods, Inc.



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

## Certificate of Organization

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, hereby certifies that a duly signed and verified filing pursuant to the provisions of Alaska Statutes has been received in this office and has been found to conform to law.

ACCORDINGLY, the undersigned, as Commissioner of Commerce, Community, and Economic Development, and by virtue of the authority vested in me by law, hereby issues this certificate to

**OBI Seafoods, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **May 21, 2019**.

A handwritten signature in cursive script, appearing to read "Julie Anderson".

Julie Anderson  
Commissioner



THE STATE

of **ALASKA**

Department of Commerce, Community, and Economic Development  
Division of Corporations, Business, and Professional Licensing  
PO Box 110806, Juneau, AK 99811-0806  
(907) 465-2550 • Email: [corporations@alaska.gov](mailto:corporations@alaska.gov)  
Website: [Corporations.Alaska.gov](http://Corporations.Alaska.gov)

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-5/21/2019 4:07:53 PM

### 1 - Entity Name

**Legal Name:** OBI Seafoods, LLC

### 2 - Purpose

Producing and selling fresh and frozen seafood.

### 3 - NAICS Code

311712 - FRESH AND FROZEN SEAFOOD PROCESSING

### 4 - Registered Agent

**Name:** C T Corporation System

**Mailing Address:** 9360 Glacier Highway, Suite 202, Juneau, AK 99801

**Physical Address:** 9360 Glacier Highway, Suite 202, Juneau, AK 99801

### 5 - Entity Addresses

**Mailing Address:** P.O. Box 79003, Seattle, WA 98119

**Physical Address:** 4019 21st Avenue W, Seattle, WA 98199

### 6 - Management

The limited liability company is managed by a manager.

## 7 - Officials

Name	Address	% Owned	Titles
Vanessa Norman			Organizer

### **Name of person completing this online application**

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

**Name:** Vanessa Norman

## ASSIGNMENT AND ASSUMPTION OF LEASE

Homer, Alaska

(City of Homer – Lots 41 & 42, Homer Spit Sub. Amended ADL 18009)

This Assignment and Assumption of Lease (“Assignment”) is made and entered into as of the Contribution Date (as such term is defined in the Contribution Agreement defined below), and is by and between Icicle Seafoods, Inc., an Alaska corporation (hereinafter “Icicle”) and OBI Seafoods, LLC, an Alaska limited liability company (hereinafter “Assignee”) and consented to by the City of Homer (hereinafter “Lessor”).

### RECITALS

A. Icicle and Ocean Beauty Seafoods LLC, an Alaska limited liability company (hereinafter “OBS”) formed Assignee on May 21, 2019 and have executed an Operating Agreement for Assignee (the “Operating Agreement”).

B. Icicle and OBS are the sole members of OBS, and each of Icicle and OBS own fifty percent (50%) of the issued and outstanding membership interests of Assignee.

C. Icicle, OBS and Assignee are parties to that certain Contribution Agreement dated as of substantially even date (the “Contribution Agreement”) pursuant to which Icicle and OBS are, *inter alia*, contributing certain assets to Assignee and leasing to Assignee certain real property owned by Icicle, OBS or a subsidiary of Icicle.

D. The Contribution Agreement also requires Icicle to assign and/or sublease its interest under various leases and agreements to Assignee, and Section 18.08.140.e. of the Code of Ordinances of the City of Homer, Alaska (the “Homer Code”) prohibits the sublease of substantially all of a leasehold interest.

E. Icicle and Lessor are parties to that certain Ground Lease and Security Agreement dated January 24, 2017 as amended by that certain First Amendment to Lease Agreement effective as of March 1, 2018 (collectively, the “Lease”), copies of which are attached hereto as Exhibit A, the term of which expires on December 31, 2036 unless extended as set forth in Section 3.02 of the Lease.

F. Section 8.01 of the Lease (and Section 18.08.160.a. of the Homer Code) requires Lessor to provide its prior written consent to any assignment of the Lease and further provides that Icicle shall continue to remain liable and responsible for the due performance of all of the terms, covenants and conditions of the Lease notwithstanding such assignment.

### ASSIGNMENT AND ASSUMPTION

For and in consideration of the consummation of the transactions specified in the Contribution Agreement and in order to consummate such transactions as required by the Contribution Agreement, Icicle and Assignee enter into and execute this Assignment.

1. Icicle hereby transfers, grants, conveys and assigns to Assignee all of Icicle's right, title and interest in, to and under the Lease.

2. Assignee hereby accepts the assignment of the Lease and shall be entitled to all of the rights and benefits accruing to the tenant thereunder arising, and hereby fully and forever assumes and agrees to perform any and all of Icicle's obligations, duties, undertakings and liabilities of any kind whatsoever arising under the Lease on or after the Contribution Date, as fully and completely as if Assignee was the originally named tenant thereunder.

3. Pursuant to the provisions of the Lease, Icicle shall remain liable and responsible to the Lessor under the Lease at all times; provided that nothing in the foregoing statement prohibits Icicle from taking action against Assignee to recover any damages incurred by Icicle after the Contribution Agreement arising from or in any way related to Assignee's nonperformance under the Lease.

4. A copy of the Lessor's consent to this assignment is attached hereto as Exhibit B.

5. This Assignment may be terminated by the mutual agreement of the parties at any time provided such termination is accomplished in compliance with the applicable requirements of the Homer Code in effect at such time. In addition, this Assignment may be terminated at any time by Icicle upon the occurrence of any of the following events: (a) Lessor declares Assignee or Icicle to be in default under the Lease, (b) Assignee fails to make any payment due under the Lease to the party entitled to receive such payment under the terms hereof, (c) the expiration or sooner termination of the Lease without the renewal thereof by Icicle and the Lessor, (d) the dissolution of Assignee, (e) the transfer of Icicle's interest in Assignee, or (f) the occurrence of an event described in the Contribution Agreement or Operating Agreement as one that results in the termination of this or any other real property lease, assignment or sublease between Icicle and Assignee. Upon the termination of this Assignment for reasons other than (c), above, Icicle shall, upon receipt of the City of Homer's approval of the re-assignment as required under the Homer Code, be obligated to perform all duties and obligations, and shall have all the rights as the tenant, under the Lease.

6. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto. Capitalized terms not defined herein shall have the means set forth in the Contribution Agreement.

[signatures on following page]

**ICICLE SEAFOODS, INC.**

**OBI SEAFOODS, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**Copy of Lease & Amendment**

[see following]

**EXHIBIT B**  
**Lessor's Consent**

**[see following]**



**GROUND LEASE AND SECURITY AGREEMENT**

**BETWEEN**

**CITY OF HOMER, ALASKA**

**AND**

**ICICLE SEAFOODS, INC.**

Dated January 24, 2017

## GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT ("Lease") dated as of January \_\_\_\_, 2017, between the CITY OF HOMER, an Alaska municipal corporation ("Landlord"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and ICICLE SEAFOODS INC., an Alaska corporation, with its principal offices in Seattle, Washington ("Tenant"), whose address is 4019 21<sup>st</sup> Ave. West, Seattle, Washington, 98199.

Attached as Exhibit A is a certificate of good standing of Tenant, issued by the State of Alaska, and a statement of ownership of Tenant by its parent corporation. Attached as Exhibit B is a true and correct copy of two resolutions, one of Tenant and one of Tenant's parent corporation, 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 ensure 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 the property leased herein, because Tenant's proposed use of the property should further Landlord's goals, and Tenant's proposal to lease and prior development of the property is a material inducement to Landlord leasing the property to Tenant; and

WHEREAS, Tenant has made its own determination that its use 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 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) "Annual Rent Adjustment" and "Annual Rent Adjustment Date" are defined in Section 4.02(b).

(b) "Base Rent" is defined in Section 4.01.

(c) "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.

(d) "Council" means the City Council of the City of Homer, Alaska.

(e) "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%).

(f) "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.

(g) "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.

(h) "Extended Term" is defined in Section 3.02.

(i) "Five Year Rent Adjustment Date" is defined in Section 4.02(a).

(j) "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.

(k) "Landlord" means the City of Homer, Alaska.

(l) "Lease Policy" means the City of Homer Property Management Policy and Procedures, as adopted and amended from time to time by Council resolution.

(m) "Leasehold Mortgage" is defined in Section 13.01.

(n) "Property" is defined in Section 2.01.

(o) "Qualified Mortgagee" is defined in Section 13.03.

(p) "Tenant" means ICICLE SEAFOODS, INC.

(q) "Term" is defined in Section 3.01.

**1.02 Attachments.** The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto, shall be deemed to be a part hereof:

Exhibit "A" Schedule of Ownership and Tenant's Certificate of Good Standing

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" Certificates of Insurance

Exhibit "E" 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 ("Property"):

Lot 41, T 7S R 13W SEC 1 Seward Meridian HM 0890034  
HOMER SPIT SUB AMENDED ADL 18009, Homer Recording  
District, State of Alaska, as depicted on Exhibit C, containing  
64,905 square feet, more or less, also known as Kenai Peninsula  
Borough Tax Parcel No. 181-034-19;

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." Landlord, its agents and employees make no 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 Property Accepted "As Is;" Exception for Hazardous Substances.**

(a) 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." Landlord, its agents and employees make no 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.

**2.05 No Subsurface Rights.** This Lease confers no mineral rights or rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease.

### ARTICLE 3. TERM

**3.01 Lease Term.** The term of this Lease is 20 years, commencing on January 1, 2017, and ending on December 31, 2036 ("Term").

#### **3.02 Options to Extend Lease Term.**

(a) Tenant has the option to extend the Term for 2 (two) additional, consecutive 5 (five) 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 the last day of the Term or current Extended Term, as the case may be;

(2) At the time Tenant exercises the option, and at all times thereafter until the Extended Term commences, Tenant is not materially in default of any term or condition of this Lease and has not made an assignment or subletting of this Lease or any interest in the Property except as permitted under this Lease; and

(3) Tenant may exercise no more than one option to extend the Term during the Term or any Extended Term.

(b) Tenant's failure to exercise an option to extend the Term in strict compliance with all the requirements in Section 3.02(a) renders that option and all options as to subsequent Extended Terms null and void.

#### **3.03 Lease Renewal.**

(a) Tenant represents and warrants that it has determined that the duration of the Term, plus any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes or has made in connection with this Lease, including without limitation any investment in leasehold improvements. 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 or the final Extended Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as provided in Section 3.02.

(b) Not less than 12 months before the expiration of the Term or the final Extended Term, Tenant may apply to Landlord for a renewal of this Lease in the manner that a person then would apply for a new lease of the Property. In response to a timely application, the Council will determine whether to renew this Lease, and the term of any renewal, in its sole discretion. The Council is under no obligation to renew this Lease, or to renew this Lease for the term that Tenant



requests. If the Council does not grant a timely application to renew this Lease, Tenant shall prepare to surrender possession of the Property as required by Section 3.04, and dispose of improvements on the Property as required by Section 6.06.

**3.04 Surrender of Possession.** Upon the expiration or earlier termination of the Term or the final Extended 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, and shall remove from the Property all personal property belonging to Tenant and located on the Property at the expiration or termination of the Term. 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 6.06 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term or final Extended Term.

**3.05 Holding Over.** Tenant's continued possession of the Property after the expiration or earlier termination of the Term or final Extended 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 thirty (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.

#### **ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES**

**4.01 Base Rent.** Tenant shall pay to Landlord an initial annual rent of \$35,070.00 ("Base Rent"). Base Rent is payable monthly in advance in installments of \$2,922.50, plus tax, on February 1, 2017, and on the first 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.** Commencing January 1, 2022, 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 improvements (other than utilities) made by tenants. The appraisal may be performed as part of an appraisal of other properties of Landlord that are comparable in location and value. The Base Rent will be adjusted effective the anniversary date of the lease in the year of each appraisal (each such date is a "Five Year Rent Adjustment Date") to an amount equal to the greater of (i) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (ii) the adjusted Base Rent in effect immediately before the Five Year Rent Adjustment Date. The rent 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 January 1, 2018, and on each year thereafter, excluding each Five Year Rent Adjustment Date (each such date being an "Annual Rent Adjustment Date"), by the increase or decrease, 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, and 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 or an Extended 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 or Extended Term by ten (10). If this Lease subsequently is extended or renewed, the part of the assessment that Tenant shall pay 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.

**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 and refuse removal. Tenant shall be solely responsible for the cost of utility connections.

**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. Without limiting the generality of the preceding sentence, Tenant shall pay for wharfage, crane use, ice, and other Port and Harbor services at the rates established by the City of Homer from time to time. Tenant shall provide the City of Homer with the information necessary to determine wharfage, crane use, ice and other Port and Harbor service charges, 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, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent (\$3,507) as security for Tenant's performance of its obligations under this Lease. Landlord will hold the security deposit, and may commingle it with other funds of Landlord. 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 or Renewal Term. If Tenant has fully complied with all of its obligations under this Lease through the first five (5) years of the Term, Landlord will remit to Tenant any balance of the security deposit, without interest, within thirty (30) days after the expiration of the first five (5) years of 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 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 against environmental contamination or pollution; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; and (4) all rents from Tenant's subletting of all or a part of the Property. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease 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. Tenant shall execute such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the security interest granted by Tenant.

## ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

**6.01 Use of Property.** Tenant currently occupies the Property, and has made improvements thereon pursuant to a preceding lease agreement. During the Term of this Lease, Tenant shall not use or improve the Property in a manner inconsistent with the proposed use of property described in the lease for the Property between Landlord and Tenant preceding this Lease, without first acquiring the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

**6.02 Construction Prerequisites.** In the event that Tenant undertakes any construction on the Property during the Term of this Lease, Tenant may not commence any construction on the Property 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. Landlord shall communicate approval or disapproval in the manner provided for notices, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, 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 approved construction, or alteration or restoration of existing or new improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

#### **6.03 Additional and Replacement Improvements.**

(a) Construction of improvements that are not consistent with terms of this Lease is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council.

(b) Subject to Section 6.03(a), upon satisfying the conditions in section 6.02, 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 existing 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.

**6.04 As-Built Survey.** Within thirty (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.

**6.05 Ownership of 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 any Extended Terms and may be removed or replaced by Tenant, subject, however, to the designation of improvements pursuant to the proposed use of the Property described in the preceding lease agreement, for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term as provided in Section 6.06(a).

**6.06 Disposition of Improvements at End of Term.**

(a) One year before the expiration of the Term or Extended Term, the Landlord and Tenant shall determine if the improvements designated in the Proposed Use of the Property described in the preceding lease agreement are structurally sound and in good working condition, or whether they are eligible for transfer to Landlord and retention on the Property at the expiration of the Term or Extended Term. If the improvements are eligible to remain, Tenant shall leave such improvements intact with all components – including without limitation doors, windows, plumbing, electrical systems, and mechanical fixtures – in good condition and ready for use at occupancy. 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 improvements. If the improvements are ineligible, Tenant shall remove all improvements constructed by Tenant or other occupants of the Property under this Lease before expiration of the Term or Extended Term.

(b) Tenant shall notify Landlord before commencing the removal of an improvement as required under Section 6.06(a), 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 or Extended Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(c) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under Section 6.06(a), Tenant shall pay Landlord the costs that it incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

(d) If Landlord terminates this Lease because of a default by Tenant, all improvements on the Property become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects to remove any improvements, Tenant shall pay Landlord the costs that it 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 tenable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed eighteen (18) months nor may the period of removal exceed forty-five (45) days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the improvements to substantially the same condition as they were in immediately before such damage. Tenant shall not be required to restore the improvements under the following circumstances:

(1) If the cost of repairing or restoring the improvements, net of any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds 10% of the replacement cost of the improvements, Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within fifteen (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 improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party.

(3) If any damage or casualty to the improvements occurs within three (3) years before the end of the Term or any Renewal Term, Tenant may, in lieu of restoring or replacing the improvements, terminate this Lease by giving written notice of termination to Landlord within one hundred twenty (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.

(c) Under no circumstance shall Landlord be under any obligation to use or advance any of its own funds to restore any Required Improvements.

**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 fifteen (15) days written notice to Tenant, or after four (4) hours 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 AS 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 hold 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 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 Homer Spit garbage disposal facilities.

**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 any Extended 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 any Extended 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 Consent Required for Assignment or Sublease.** Tenant shall not assign or sublease its interest in this Lease or in the Property without first obtaining the written consent of the Council, which will not be withheld unreasonably. Any assignment or sublease without the consent of the Council will be voidable and, at Landlord's election, will constitute a default. Tenant shall request consent of the Council in writing at least thirty (30) days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. Tenant shall be assessed additional rent, equal to 10% of the current Base Rent for the subleased area, but not upon a sublease of space within a building or other structure on the Property. 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 subject to Section 8.01. 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 subject to Section 8.01; 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 an assignment subject to Section 8.01. 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, 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 (5) 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. Landlord's insurance requirements shall specify 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) Tenant shall maintain in force at all times during the Term the following 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 also shall 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 per 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 improvements previously made by Tenant pursuant to the preceding lease and improvements subsequently constructed pursuant to Section 6.03, if any, in an amount not less than full replacement cost of the improvements.

(c) During construction of any new improvements and during any subsequent alteration or restoration of the existing or any new 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. The certificates of insurance shall be attached hereto as Exhibit D. Tenant shall not allow the policies to be canceled or expire, or the limits of liability to be reduced, without first giving at least thirty (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 E 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 ten (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 and any Renewal 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 any Extended 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 ninety (90) days before the expiration of the Term or final Extended 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 due date.

(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 Section 12.01(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 thirty (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 thirty (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) Terminate this lease by written notice to Tenant, upon which Tenant shall surrender possession and vacate the Property immediately, and deliver possession thereof to Landlord, and Tenant hereby grants to Landlord full and free license to enter into and upon the Property in such event with or without process of law and to repossess Landlord of the Property and 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, 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) By written notice declare Tenant's right to possession of the Property terminated without terminating this Lease, upon which Landlord will have all the rights to repossess the Property and remove Tenant and Tenant's property that are described Section 12.02(a).

(c) Subject to Section 12.01(e), relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term or Extended Term, as applicable, for any sum that Landlord may deem reasonable.

(d) 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 or Renewal 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.

### **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



foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, and subject to all of the other provisions of Article 8. 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 one hundred twenty (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 thirty (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@ci.homer.ak.us](mailto:citymanager@ci.homer.ak.us)

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 ten (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 thirty (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 thirty (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

All notices, demands or requests from Landlord to Tenant shall be given to Tenant at the following address:

General Counsel  
Icicle Seafoods, Inc.  
4019 21<sup>st</sup> Ave. West  
Seattle, Washington 98199  
Facsimile: (206) 281-0329  
Email: [PatH@IcicleSeafoods.com](mailto:PatH@IcicleSeafoods.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 defendant 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.** Landlord and Tenant acknowledge that they are/were parties to a prior lease of the Property, dated September 14, 1979, a memorandum of which has been recorded in the Homer Recording Office under Document No. 111-884 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of the date above, 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.

*[Remainder of page intentionally left blank; signature page to follow.]*

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

Landlord:

Tenant:

CITY OF HOMER

ICICLE SEAFOODS, INC.

By: Katie Koester  
Katie Koester, City Manager

By: Christopher M. Ruettgers  
Christopher M. Ruettgers, CEO  
(name/title)

ACKNOWLEDGMENTS

STATE OF ALASKA )  
 ) ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on January 24, 2017, by Katie Koester, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.



Melissa Jacobsen  
Notary Public in and for Alaska  
My Commission Expires: 9-8-20

STATE OF ~~ALASKA~~ )  
WASHINGTON ) ss.  
~~THIRD JUDICIAL DISTRICT~~ )  
COUNTY OF KING

The foregoing instrument was acknowledged before me on January 26, 2017, by Christopher M. Ruettgers, as CEO (title) of Icicle Seafoods, Inc. on behalf of Icicle Seafoods, Inc.



Shawn Lear Jensen  
Notary Public in and for ~~Alaska~~ Washington  
My Commission Expires: 10/08/20  
Shawn Lear Jensen, Notary Public

**EXHIBIT A**  
**SCHEDULE OF OWNERSHIP AND**  
**TENANT'S CERTIFICATE OF GOOD STANDING**

Tenant, ICICLE SEAFOODS, INC. is a 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 parent corporation of Icicle Seafoods, Inc., and its percentage of ownership is as follows:

Name: Snowflake Acquisition Co., Inc.      100%

Address: 255 Metcalf Street  
St. John, New Brunswick E2K 1K7

Alaska Entity #64930

**State of Alaska**  
**Department of Commerce, Community, and Economic**  
**Development**  
**Corporations, Business, and Professional Licensing**

**Certificate of Compliance**

The undersigned, as Commissioner of Commerce, Community, and Economic Development of the State of Alaska, and custodian of corporation records for said state, hereby issues a Certificate of Compliance for:

**ICICLE SEAFOODS, INC.**

This entity was formed on January 18, 1985 and is in good standing. This entity has filed all biennial reports and fees due at this time.

No information is available in this office on the financial condition, business activity or practices of this corporation.



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective December 05, 2016.

*Chris Hladick*

Chris Hladick  
Commissioner

**EXHIBIT B**

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

**ACTION BY WRITTEN CONSENT  
BY THE SOLE DIRECTOR OF  
ICICLE SEAFOODS, INC.  
DECEMBER 3, 2016**

The undersigned, the sole director (the "Sole Director") of Icicle Seafoods, Inc., an Alaska corporation (the "Company"), acting without a meeting pursuant to AS 10.06.475 of the Alaska Corporations Code (the "Alaska Code"), hereby waives notice of a special meeting required by the Company's Bylaws or the Alaska Code, and hereby approves, on behalf of the Company, the following recitals and resolutions and consents to the taking of the actions set forth herein:

**WHEREAS**, the Company has been in negotiations with the City of Homer, Alaska (the "City") for the continued lease of Lot 41, Homer Spit Amended, Plat No. 89-34, Homer Recording District (the "Premises");

**WHEREAS**, the Company desires to enter into a new lease for the Premises on the terms and conditions of that certain Ground Lease and Security Agreement dated December, 2016, between the City and the Company (the "Lease");

**WHEREAS**, the Sole Director has deemed it advisable and in the best interests of the Company to enter into the Lease for the Premises; and

**WHEREAS**, it is the intention and desire of the Sole Director that Christopher Ruetigens, as Chief Executive Officer of the Company, execute the Lease on behalf of the Company.

**NOW THEREFORE, BE IT**

**RESOLVED**, that the Lease, substantially in the form presented to the Sole Director, is approved;

**RESOLVED FURTHER**, Christopher Ruetigens, as Chief Executive Officer of the Company, is authorized to execute the Lease on behalf of the Company;

**RESOLVED FURTHER**, that any action taken by Mr. Ruetigens as Chief Executive Officer of the Company within the scope of authority granted by the resolutions herein prior to the date hereof is hereby ratified and affirmed in all respects; and

**RESOLVED FURTHER**, the officers of the Company be, and each of them acting individually hereby is, authorized to execute such additional agreements, instruments, and documents on behalf of the Company, and to take such other and further actions, as in their

judgment are appropriate to effectuate the foregoing resolutions, and that all such acts as they have heretofore taken are hereby ratified and approved.

**IN WITNESS WHEREOF**, this Resolution is executed as of the date first written above.

  
\_\_\_\_\_  
Glenn B. Cooks

*[Signature page to Icicle Seafoods, Inc. Consent]*

**EXHIBIT C**  
**LEGAL DESCRIPTION OF PROPERTY**  
**(Section 2.01)**

**Lot 41, Homer Spit Amended, Plat No. 89-34, Homer Recording District**



**EXHIBIT E**

**PERMISSION TO OBTAIN INSURANCE POLICIES  
(Section 9.04(d))**

The City of Homer is hereby granted permission to request and obtain copies of ICICLE SEAFOODS, INC.'s ("Tenant") insurance policies from Tenant's broker and/or insurer, Marsh USA, Inc.. 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.

**TENANT NAME**

Date: January 26, 2017

By: 

Christopher M. Ruettgers (printed name)

CEO (title)

By: \_\_\_\_\_

\_\_\_\_\_ (printed name)

\_\_\_\_\_ (title)

**EXHIBIT D**  
**CERTIFICATES OF INSURANCE**  
**(Section 9.04(d))**

## FIRST AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into effect as of March 1, 2018 between the CITY OF HOMER, an Alaska municipal corporation ("Landlord") whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and ICICLE SEAFOODS INC., an Alaska corporation, with its principal offices at 4019 21<sup>st</sup> Ave. West, Seattle, Washington 98199, ("Tenant"), and amends the Ground Lease Agreement ("LEASE") entered into between Icicle Seafoods, Inc. and the City of Homer on January 24, 2017 recorded Year 2017 Number 000357-0, Homer Recording District 309, Alaska.

Landlord and Tenant agree as follows:

**ARTICLE 2. THE PROPERTY:** Section One, Subparagraph one of the LEASE is hereby amended to read as follows:

**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 ("Property"):

Lot 41, T 7S R 13W SEC 1 Seward Meridian HM 0890034 HOMER SPIT SUB AMENDED ADL 18009, Homer recording District, State of Alaska, as depicted on Exhibit C, containing 64,905 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 181-034-19;

Lot 42, T 7S R 13W SEC 1 Seward Meridian HM 0890034 HOMER SPIT AMENDED ADL 18009 LOT 42 (ADL 18009), as depicted on the document described as Homer Spit Amended, a Resubdivision, recorded as Plat 89-34, in the Homer Recording District, on September 21, 1989, containing 64,066 square feet, more or less, also known as Kenai Peninsula Borough tax Parcel No. 181-034-18

The described areas total 128,971 square feet, and are subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the property.

**ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES:** Section 4.01, Subparagraph 1 of the LEASE is hereby amended to include Subparagraph (a) (i) to read as follows:

(a) **Initial Base Rent.** Tenant shall pay to Landlord an initial annual rent of \$35,070.00 ("Base Rent"). Base Rent is payable monthly in advance in installments of \$2922.50, plus tax, on February 1, 2017, and on the first 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

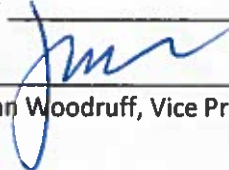
(i) **Amended Base Rent.** In addition, Tenant shall pay to Landlord an initial annual rent of \$31,390.00 ("Base Rent") for Lot 42 as described hereinabove, that is payable monthly in advance in installments of \$ 2615.83 ,plus tax, on the first day of March 1, 2018, and on the first day of each month thereafter.

A total annual rent, comprised of the two base rents referenced above, of \$ 66460.00 ("Base Rent") shall be calculated. This adjusted Annual Rent shall be understood as the new "Base Rent" as defined above and throughout the contract. The newly combined monthly total is payable in advance in installments of \$ 5538.33, plus tax, on March 1, 2018, and on the first day of each month thereafter. 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.

Landlord:  
City of Homer

Tenant:  
ICICLE SEAFOODS INC

By: \_\_\_\_\_  
  
Katie Koester, City Manager

By: \_\_\_\_\_  
  
John Woodruff, Vice President

**ACKNOWLEDGMENTS**

STATE OF ALASKA                    )  
  ) SS.  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me on March 14, 2018 by Katie Koester, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.



Notary Public in and for Alaska

Signature: Dotti J. Harness

My Commission Expires: with position

STATE OF WASHINGTON            )  
  ) SS.  
COUNTY OF KING                 )

I certify that I know or have satisfactory evidence that John Woodruff is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Icicle Seafoods, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: March 1, 2018

Signature: [Signature]  
Shawn Lear Jensen, Notary Public

My appointment expires: 10/08/2020

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**

Aderhold/City Clerk

3  
4 **RESOLUTION 20-044**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 RECOMMENDING THE KENAI PENINSULA BOROUGH ENACT  
8 ORDINANCE 2020-24 WHICH WOULD PROVIDE FOR VOTE BY MAIL  
9 SYSTEM FOR ELECTIONS BOROUGH WIDE.

10  
11 WHEREAS, In February, 2019, the Kenai Peninsula Borough (KPB) established the  
12 Election Stakeholders Group (ESG) to increase voter participation by developing sustainable  
13 election processes that maximize accessibility and inclusivity; and  
14

15 WHEREAS, The City of Homer was represented on the ESG by Councilmember Donna  
16 Aderhold, City Clerk Melissa Jacobsen participated on the ESG as a subject matter expert, and  
17 Joyanna Geisler, Executive Director of the Independent Living Center and ADA Compliance  
18 Committee member, participated as an advocate for voters with disabilities; and  
19

20 WHEREAS, On July 26, 2019 the ESG approved their final report and recommendations  
21 to the KPB with six final recommendations that included implementing a vote by mail hybrid  
22 structure (VBMS) and an education and outreach campaign, amending the voter pamphlet  
23 process, appointing service area board representatives, eliminating proposition statements,  
24 and adopting a Borough Resolution regarding ranked voting for run-off elections; and  
25

26 WHEREAS, The ESG's number 1 recommendation was for the KPB to transition the  
27 election process from the current polling site structure to a VBMS which is consistent with the  
28 guiding principles adopted by the ESG, including: maximizing accessibility and inclusivity in  
29 the election process; promoting efficient use of public resources; increasing voter satisfaction  
30 and confidence in Borough elections; and ensuring the security and integrity of the voting  
31 system; and  
32

33 WHEREAS, On September 23, 2019 Homer City Council adopted Resolution 19-063,  
34 recognizing the recommendations of the KPB ESG and authorizing the Mayor to sign Kenai  
35 Peninsula Borough Joint Resolution 2019-001; and  
36

37 WHEREAS, The KPB Clerk's Office entered into a contract with Resource Data in  
38 December of 2019 for the purpose of preparing a feasibility study and cost analysis, which  
39 concluded that the KPB would be able to successfully transition to area-wide vote by mail  
40 elections; and

41 WHEREAS, In December 2019 the KPB Municipal and City Clerks began meeting monthly  
42 to consider the VBMS and how to develop a unified process that meets the needs for each  
43 municipality; and

44  
45 WHEREAS, The City of Homer (COH) shares roughly 5,000 voters with the KPB and  
46 engaging in a joint effort with the KPB Election process will be a more convenient process for  
47 the shared voters; and

48  
49 WHEREAS, The KPB has been using a VBMS successfully in six of its 28 precincts (Cooper  
50 Landing, Hope, Fox River, Moose Pass, Seldovia/Kachemak Bay, and Tyonek) for over 20 years;  
51 and

52  
53 WHEREAS, The Homer City Council supports the transition the COH Elections to a VBMS;  
54 and

55  
56 WHEREAS, KPB Ordinance 2020-24 addresses the ESG recommendations regarding the  
57 removal of advocacy statements for or against ballot propositions and also the Borough's  
58 restrictive timeline for run-off elections; and

59  
60 WHEREAS, The current global health pandemic further reinforces the need to  
61 implement a VBMS election process, to allow for greater flexibility and voter participation  
62 when events make it impractical or difficult for borough residents to safely vote at a traditional  
63 polling site.

64  
65 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF HOMER ALASKA that the  
66 Homer City Council encourages the Kenai Peninsula Borough Assembly enact Ordinance 2020-  
67 24, which amends the borough election process in ways that are consistent with the  
68 recommendations and guiding principles adopted by the Election Stakeholder Group in July,  
69 2019.

70  
71 BE IT FURTHER RESOLVED that upon the adoption of KPB Ordinance 2020-24 the Homer  
72 City Council will take necessary steps to amend the City's election processes to implement a  
73 VBMS for the City of Homer in conjunction with the Kenai Peninsula Borough.

74  
75 PASSED AND ADOPTED by the City Council of Homer, Alaska, this \_\_\_ day of \_\_\_\_\_, 2020.

76  
77 CITY OF HOMER

78  
79  
80 \_\_\_\_\_  
81 KEN CASTNER, MAYOR

82

83 ATTEST:

84

85 \_\_\_\_\_

86 MELISSA JACOBSEN, MMC, CITY CLERK

87

88 Fiscal Note: N/A



Introduced by: Cox, Dunne, Hibbert  
Date: 05/05/20  
Hearing: 06/20/20  
Action:  
Vote:

**KENAI PENINSULA BOROUGH  
ORDINANCE 2020-24**

**AN ORDINANCE AMENDING KPB TITLE 4 REGARDING BOROUGH ELECTIONS  
TO PROVIDE FOR VOTE BY MAIL ELECTIONS, FOR MORE TIME BETWEEN A  
REGULAR ELECTION AND A RUN-OFF ELECTION, AND TO REMOVE  
PROPOSITION STATEMENTS**

**WHEREAS**, state statutes provide that the local governing body establish the procedures governing local elections; and

**WHEREAS**, the remote nature of areas of the borough would make voting by mail more efficient, convenient, and less complicated; and

**WHEREAS**, jurisdictions that have instituted vote-by-mail have experienced increased voter participation; and

**WHEREAS**, recruiting, training and retaining election officials has been an ongoing challenge; and

**WHEREAS**, by mail elections can be conducted with fewer election officials than in person voting; and

**WHEREAS**, the Kenai Peninsula Borough entered into a conciliation agreement with the Alaska Human Rights Commission which specified that the borough would have an ADA compliant election process in place by the end of 2020; and

**WHEREAS**, the Kenai Peninsula Borough Assembly established the Election Stakeholders Group (“ESG”) through the direction and adoption of Resolution 2019-006, which included community members and members from many local governments in the borough, researched ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and

**WHEREAS**, after holding many public meetings throughout 2019 the ESG issued a final report with six specific recommendations regarding potential changes to borough code and election processes which are intended to achieve guiding principles initially adopted by the ESG; and

**WHEREAS**, recommendation number 1 of the ESG was for the borough assembly to transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS); and

**WHEREAS,** recommendation number 6 of the ESG is that the assembly amend KPB 4.10.110 by deleting Section B which provides for the inclusion of statements advocating voter approval or rejection of propositions in the voter pamphlet; and

**WHEREAS,** in the event of a run-off election, KPB 4.10.050 is amended to provide for an extra week between the regular election and the run-off election to allow more time for the clerk's office to get ballot packages out to ensure receipt by the voter and return receipt by the borough; and

**WHEREAS,** recent catastrophic events including disaster declarations related to local floods, fires and a global public health pandemic reinforce the need to implement a VBMS election process that would allow for greater flexibility and voter participating when events make it impractical or impossible to vote at a traditional polling site; and

**WHEREAS,** in response to the current statewide emergency disaster, Governor Dunleavy signed Senate Bill 241 in to law which, among other things, authorizes elections to be conducted by mail during the emergency disaster;

**NOW, THEREFORE, BE IT ORDAINED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH:**

**SECTION 1.** That KPB 4.10.020 is hereby amended as follows:

**4.10.020. Definitions.**

In this title, unless the context otherwise requires:

[A.] "Borough election" means any election:

1. To fill a borough office;
2. Upon a proposition submitted to the voters under the ordinances of the borough; or
3. That the borough is required by law to administer.

[B.] "Borough office" means an elective office under the ordinances of the borough.

[C.] "Clerk" means the clerk of the borough, any properly authorized assistant or designee.

[D.] "Day" means a calendar day including Saturday, Sunday and holidays.

- [E.] "Election" includes a regular, special or run-off borough election.
- [F.] "Election official" means the [BOROUGH]clerk and members of all election boards.
- [G. RESERVED.]
- [H.] "Election supervisor" means the [BOROUGH]clerk.
- [I.] "Oath" includes affirmation on penalty of perjury.
- [J.] "Precinct" means the geographical area for voting purposes that is defined by the Alaska State Legislature. [TERRITORY WITHIN WHICH RESIDENT VOTERS MAY CAST VOTES AT ONE POLLING PLACE].
- [K.] "Proposition" includes question.
- [L.] "Publication" means a newspaper of general circulation or posting in public places.
- [M.] "Qualified voter" means any person who has the qualifications required by this chapter and is not disqualified under Article V of the Alaska State Constitution.
- [N.] ["QUESTIONED VOTER" MEANS A VOTER WHOSE NAME DOES NOT APPEAR ON THE REGISTER IN THE PRECINCT WHERE HE ATTEMPTS TO VOTE, A VOTER WHO HAS RECEIVED AN ABSENTEE BALLOT AND DOES NOT TURN IT IN WHEN VOTING AT HIS PRECINCT ON ELECTION DAY, A VOTER WHO DOES NOT BEAR IDENTIFICATION OR IS NOT PERSONALLY KNOWN TO AN ELECTION OFFICIAL THOUGH HIS NAME APPEARS ON THE PRECINCT REGISTER, OR A VOTER WHO IS QUESTIONED FOR GOOD CAUSE AT THE POLLS IN WRITING.]
- [O.] "Regular election" means a general election to fill borough offices as required by Alaska Statutes.
- [P.] "Registration" or "registered" refers to the form of registration required by the state election code. For borough elections, a person is registered if registered to vote in state elections in the precinct in which that person seeks to vote 30 days prior to the borough election.
- [Q.] "Signature" includes any mark intended as a signature or subscription.
- [R.] "Special election" means any election held at a time other than when a regular election is held.
- [S.] "Swear" includes "Affirm".

[T.] "Total votes cast" means the total number of votes cast in each seat for candidates whose names are printed on the ballot plus votes properly cast for the same seat in the write-in position(s) of the ballot. Ballots which are counted as blank votes in a particular race and ballots which are counted as over votes in a particular race shall not be added into the total votes in determining the percentage of votes cast.

"Vote center" means any location designated by the clerk for the purpose of providing voter assistance that is not solely for casting votes for a specific precinct.

[U.] "Voter" means any person who presents himself for the purpose of registering to vote or voting, either in person or by absentee application or ballot.

**SECTION 2.** That KPB 4.10.050(C) is hereby amended as follows:

**4.10.050. Election times.**

C. Time of Run-off Election. When a run-off election is required by law, the election shall be held on the [third]fourth Tuesday following the regular election or within [2]3 weeks after certification of the results of the regular election. The run-off election shall not be considered a special election within the meaning of AS 29.71.800(21).

**SECTION 3.** That KPB 4.10.060 is hereby amended as follows:

**4.10.060. Notice of elections.**

A. The election supervisor shall publish a notice of each election at least twice in one or more newspapers of general circulation in the borough. The election supervisor shall also post such a notice in two conspicuous places in each precinct. The first such publication, and the posting in each precinct, shall be accomplished at least 20 days prior to a regular election or at least 20 days before a special election.

B. Each notice of election shall include:

1. The type of election, whether regular, special or run-off;
2. The date of the election;
3. The notice of election shall state that the election is to be conducted by mail and that there will be no precinct polling places open for the election on election day.

4[3]. The hours the [POLLS] vote centers will be open and locations;

5[4]. The offices to which candidates are to be elected;

6[5]. The subjects of propositions to be voted upon;

7[6]. Voter qualifications and instructions for registration;

8[7]. Instructions for application for absentee voting;

[8. PRECINCT POLLING PLACES.]

- C. For run-off elections, the notice of the locations of the [PRECINCT POLLING PLACES] vote centers may be included or separate from the notice of the election and publication shall be made at least once, no later than 5 days prior to the run-off election. The notice of election shall be posted at 2 places within each precinct.

**SECTION 4.** That KPB 4.10.110 is hereby amended as follows:

**4.10.110. Informational brochures for ballot propositions.**

- A. 21 days prior to each regular or special election the [BOROUGH]clerk shall prepare [AND MAIL TO EVERY BOROUGH BOXHOLDER] a brochure containing information approved by the assembly of a strictly factual nature pertaining to each proposition on the ballot to be included in the ballot package. The clerk shall prepare instructions explaining to voters how to mark ballots, and how to obtain new ballots to replace those destroyed or spoiled, and how to return the ballots.[ , EXCEPT AS PROVIDED BELOW IN THIS SECTION.]

- [B. NOTWITHSTANDING KPB 4.10.100, STATEMENTS ADVOCATING VOTER APPROVAL OR REJECTION OF PROPOSITIONS SHALL BE INCLUDED IN THE INFORMATIONAL BROCHURE IN ACCORDANCE WITH THIS SUBSECTION.

1. THE CLERK SHALL PROVIDE THE OPPORTUNITY FOR STATEMENTS ADVOCATING VOTER APPROVAL AND REJECTION OF PROPOSITIONS IN THE ELECTION PAMPHLET. THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OR REJECTION BY APPLYING THE FOLLOWING CRITERIA:

- A) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OF A PROPOSITION TO THE PRIME SPONSOR OF THE

INITIATIVE, REFERENDUM, OR RECALL PETITION THAT SUCCESSFULLY FILED THE BALLOT PROPOSITION;

- B) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER APPROVAL OF A PROPOSITION THAT HAS BEEN PLACED ON THE BALLOT THROUGH AN ASSEMBLY CRAFTED ORDINANCE OR RESOLUTION, AND NOT THROUGH THE INITIATIVE, REFERENDUM, OR RECALL PETITION PROCESS, TO AN INDIVIDUAL OR ORGANIZATION WITH A STATED INTEREST IN APPROVAL OF THE PROPOSITION;
  - C) THE CLERK SHALL OFFER AUTHORSHIP OF THE STATEMENT ADVOCATING VOTER REJECTION TO AN INDIVIDUAL OR ORGANIZATION WITH A STATED INTEREST IN REJECTION OF THE PROPOSITION.
2. THE CLERK SHALL ESTABLISH A DEADLINE FOR THE SUBMISSION OF A STATEMENT UNDER THIS SECTION. A STATEMENT ADVOCATING VOTER APPROVAL OR REJECTION MUST BE RECEIVED BY THE CLERK BY THE ESTABLISHED DEADLINE DATE.
  3. A STATEMENT SUBMITTED UNDER THIS SECTION MAY NOT EXCEED 500 WORDS.
  4. A STATEMENT SUBMITTED UNDER THIS SECTION MUST INCLUDE A SIGNER'S BLOC LOCATED AT THE BOTTOM OF THE STATEMENT. THE SIGNER'S BLOC MUST INCLUDE NO MORE THAN THREE SIGNERS. ANY SIGNERS MORE THAN THE ALLOTTED THREE WILL BE CONSIDERED ENDORSEMENTS AND COUNTED AGAINST THE 500-WORD LIMIT. SIGNERS MUST INCLUDE THEIR FULL NAMES AND ORGANIZATIONS, IF ANY.
  5. SIGNERS SHALL SIGN A FORM PREPARED BY THE CLERK INDICATING THAT THE SIGNERS PARTICIPATED IN THE DRAFTING OF THE STATEMENT.
  6. THE CLERK SHALL ACCEPT STATEMENTS MEETING THE REQUIREMENTS OF KPB 4.10.110(B) AND WILL NOT RELEASE STATEMENTS SUBMITTED UNTIL THE DAY FOLLOWING THE DEADLINE DATE FOR SUBMITTAL.

7. THE CLERK MAY APPOINT A COORDINATOR FOR THE DRAFTING OF THE STATEMENTS UNDER THIS SECTION.
8. STATEMENTS ACCEPTED BY THE CLERK ADVOCATING EITHER VOTER APPROVAL OR REJECTION SHALL BE PUBLISHED. IF ONLY ONE STATEMENT IS RECEIVED BEFORE THE CLERK'S DEADLINE THEN IT SHALL BE PUBLISHED.
9. THE CLERK WILL ADD A DISCLAIMER TO EACH INITIATIVE, REFERENDUM OR RECALL NOTING THE TEXT OF THE BALLOT PROPOSITION IS PRESENTED AS SUBMITTED BY THE PETITION SPONSORS. THE CLERK WILL ADD A DISCLAIMER TO EACH STATEMENT NOTING THE INFORMATION IS THE OPINION OF THE AUTHOR(S) AND HAS BEEN REPRODUCED AS SUBMITTED, WITHOUT ANY CHANGES TO GRAMMAR, SPELLING OR PUNCTUATION.
10. THE ASSEMBLY SHALL PROVIDE THE CORRESPONDING FINANCIAL DATA REVEALING THE GROSS REVENUE STREAM AFFECTED BY AND RELEVANT TO ANY ESTIMATE OF REVENUE LOSS OR FINANCIAL DATA COST IN ALL OF ITS PROPOSITION SUMMARIES.
11. THE PRESENTATION ORDER FOR EACH PROPOSITION SHALL BE:
  - A) TEXT OF THE BALLOT PROPOSITION OR SAMPLE BALLOT;
  - B) PROPOSITION SUMMARY APPROVED BY THE ASSEMBLY OF A STRICTLY FACTUAL NATURE;
  - C) A STATEMENT ADVOCATING VOTER APPROVAL;
  - D) A STATEMENT ADVOCATING VOTER REJECTION.]

**SECTION 5.** That KPB 4.10.120 is hereby amended as follows:

**4.10.120. Election supplies and equipment.**

- [A. BEFORE THE OPENING OF THE POLLS THE CLERK SHALL FURNISH TO THE ELECTION BOARD OF EACH PRECINCT THE STATE VOTER REGISTRATION LIST FOR THAT PRECINCT AND SHALL EQUIP AND SUPPLY EACH POLLING PLACE WITH

SUFFICIENT MATERIALS FOR THAT PRECINCT'S ELECTION, INCLUDING THOSE MATERIALS REQUIRED BY THIS SECTION.

- B. THE CLERK SHALL PREPARE INSTRUCTIONS EXPLAINING TO VOTERS HOW TO OBTAIN BALLOTS, HOW TO MARK THEM, AND HOW TO OBTAIN NEW BALLOTS TO REPLACE THOSE DESTROYED OR SPOILED. THESE INSTRUCTIONS SHALL BE PRINTED ON CARDS IN LARGE, CLEAR TYPE AND SHALL BE DISTRIBUTED TO THE ELECTION BOARDS TO BE PROMINENTLY DISPLAYED IN EACH POLLING PLACE. THE CLERK SHALL PROVIDE BOOTHS AT EACH POLLING PLACE WITH APPROPRIATE SUPPLIES AND CONVENIENCES TO ENABLE EACH VOTER TO MARK HIS BALLOT SCREENED FROM OBSERVATION. BALLOT BOXES SHALL BE PLACED OUTSIDE THE VOTING BOOTHS IN PLAIN VIEW OF THE ELECTION OFFICIALS, VOTERS AND OTHER PERSONS AT THE POLLING PLACE.
- C.] The clerk may contract for the provision of specialized election materials and supplies without obtaining competitive bids. These specialized materials and supplies shall include, but not be limited to, the official borough voter pamphlet, election envelopes for absentee and questioned voting, election signs, election software, computer equipment and voting booths

**SECTION 6.** That KPB 4.10.130 is hereby amended as follows:

**4.10.130. Election expenses.**

- A. The borough shall pay all necessary expenses relating to the conduct of each borough election except as provided below for service area special elections. Special elections held at the request of a service area and for the primary benefit of the residents of that service area shall be paid for by the service area requesting the special election. Necessary expenses shall include those associated with conducting the election. [SECURING POLLING PLACES, AND SHALL PROVIDE BALLOT BOXES, BALLOTS, VOTING BOOTHS OR SCREENS, NATIONAL FLAGS, AND OTHER SUPPLIES AND ANY WAGES TO ELECTION OFFICIALS UNLESS OTHERWISE PROVIDED BY THIS CODE]
- B. The borough or the service area as applicable shall pay each election board member and canvass board member an hourly rate for time spent at his election duties, including the receiving of instructions and posting of notices. The election supervisor shall set the hourly compensation to be paid for time spent by election officials at a rate comparable to that paid by the state for state elections. The clerk shall retain a record for auditing and



payment of election expenses, including the cost of giving notice, renting [POLLING PLACES] vote centers, paying election officials, securing ballot [BOXES] receiving sites, booths and other election necessities.

**SECTION 7.** That KPB 4.10.140 is hereby amended as follows:

**4.10.140. Preservation of election ballots, papers and materials.**

The clerk shall preserve all precinct election certificates, tallies, and registers, receipts for ballots, all voted ballots and declarations of candidacy filed [FOR ONE YEAR AFTER THE ELECTION] for one month after the election is certified, unless the election is contested. If the election is contested these records shall be preserved for one month after the election contest is resolved and the election is certified. These materials may be destroyed after their retention period has lapsed unless their destruction is stayed by an order of the court. Certificates of the canvass board are to be preserved as permanent records.

**SECTION 8.** That KPB 4.20.010 is hereby amended as follows:

**4.20.010. Voter qualifications.**

- A. A person is qualified to vote in borough-wide elections who:
1. is a citizen of the United States;
  2. [HAS PASSED HIS] is at least 18 years old [BIRTHDAY OR IS SUCH OTHER AGE AS PRESCRIBED BY LAW FOR VOTING IN STATE ELECTIONS];
  3. has been a resident of the borough and the precinct in which the voter is qualified to vote [HE VOTES] as provided by the state election code and this chapter;
  4. is registered to vote as required by the state election code in state elections at least 30 days before any election;
  5. is registered to vote in state elections at a residence address within the borough at least 30 days before the borough election at which the person seeks to vote.
- B. A person [IS QUALIFIED TO VOTE IN ASSEMBLY ELECTIONS IF HE] that meets the requirements of Section 4.20.010(A) and has been a resident of the assembly district in which [he] the individual seeks to vote for at least 30 days immediately preceding the election is qualified to vote in assembly elections.
- C. A person [IS QUALIFIED TO VOTE IN A SERVICE AREA ELECTION IF HE] that meets the requirements of Section 4.20.010(A) and has [IN

ADDITION] been a resident of the service area in which [HE] the individual seeks to vote for at least 30 days immediately preceding the election is qualified to vote in a service are election.

**SECTION 9.** That KPB 4.20.020 is hereby amended as follows:

**4.20.020. Rules for determining residence of voter.**

For the purpose of determining residence for voting, the place of residence is governed by the following rules:

- A. The residence of a person is that place in which habitation is fixed, and to which, whenever [HE IS] absent [, HE HAS] the person has an intention to return. If a person resides in one place but does business in another, the former is the person's place of residence. Temporary camps do not constitute a dwelling place.
- B. A change of residence is made only by the act of removal joined with the intent to remain in another place. There can only be one residence.
- C. A person does not gain or lose [HIS] residence solely by reason of [HIS]presence while employed in the service of the United States or of this state, or while a student of an institution or asylum at public expense, or while confined in a public prison or while residing upon an Indian or military reservation, or while residing at the Alaska Pioneers Home.
- D. No member of the armed forces of the United States, [HIS]or that individual's spouse or [HIS]a dependent, is a resident of this state solely by reason of being stationed in the state.
- E. A person does not lose [HIS]residence for purposes of this section if the individual travels [IF HE LEAVES HIS HOME AND GOES] to another country, state, or place within this state for temporary purposes only. [ AND WITH THE INTENTION OF RETURNING.]
- F. A person does not gain [A] residence [IN A PLACE TO WHICH HE COMES] without a present intent to establish a permanent dwelling there.
- G. A person [LOSES HIS RESIDENCE IN THIS STATE IF HE] who votes in an election held in another state loses residence in this state, unless upon return that person reestablishes residence in this state[, AND HAS NOT UPON HIS RETURN REGAINED HIS RESIDENCE IN THIS STATE] under the provisions of this chapter and state law.
- H. The term of residence is computed by including the day on which the person's residence commences and by excluding the day of the election.

**SECTION 10.** That KPB 4.20.030 is hereby amended as follows:

**4.20.030. Registration.**

- [A.] [NO PERSON MAY VOTE IN AN ELECTION UNLESS HE IS] Only a qualified voter under the Alaska State Constitution and laws of Alaska, [AND H] as prescribed by this chapter, who [AND] has registered as required by the state election code and KPB 4.20.010 may vote in an election.
- [B.] THE PRECINCT ELECTION OFFICIALS AT ANY ELECTION SHALL ALLOW A PERSON TO VOTE WHOSE NAME IS ON THE OFFICIAL REGISTRATION LIST FOR THAT PRECINCT AND WHO IS QUALIFIED UNDER THIS CHAPTER AND AS 15.05. A PERSON WHOSE NAME IS NOT ON THE OFFICIAL REGISTRATION LIST SHALL BE ALLOWED TO VOTE A QUESTIONED BALLOT.]

**SECTION 11.** That KPB 4.30.030 is hereby amended as follows:

**4.30.030. Public official financial disclosure statements.**

- A. Candidates for elective borough office [AND DECLARED WRITE-IN CANDIDATES] shall file a public official financial disclosure statement with the [BOROUGH] clerk as required by the provisions of AS 39.50 at the time of filing a declaration of candidacy. The name of the candidate shall be placed on the ballot by the [BOROUGH] clerk only after the candidate has complied with this requirement. This subsection does not apply to candidates for service area boards. Declared write-in candidates shall file a public official financial disclosure statement with the [BOROUGH] clerk as required by the provisions of AS 39.50 at the time of filing a declaration of candidacy.
- B. Each candidate also shall file the name and address of the campaign treasurer with the Alaska Public Offices Commission no later than 7 days after the date of filing for office. The name of the candidate shall be placed on the ballot by the [BOROUGH] clerk only after the candidate has complied with this requirement.

**SECTION 12.** That KPB 4.40.020 is hereby amended as follows:

**4.40.020. Preparation and distribution.**

- A. The clerk shall obtain the printing of all ballots for borough elections. The clerk shall possess the printed ballots at least [15]21 days before each regular election and at least 15[0] days before each special and run-off election. At that time, the ballots may be inspected by any candidate whose

name is on the ballot, or by his authorized agent, and any discovered mistake shall be corrected immediately.

B. The clerk may contract for the preparation and printing of the ballots without obtaining competitive bids.

[C. THE CLERK SHALL ARRANGE FOR DELIVERY OF BALLOTS TO EACH ELECTION BOARD PRIOR TO OR ON THE DATE OF THE ELECTION BEFORE THE OPENING OF THE POLLS. THE BALLOTS SHALL BE DELIVERED IN SEPARATE CONTAINERS, WITH THE NUMBER OF BALLOTS ENCLOSED IN EACH CONTAINER CLEARLY MARKED ON THE OUTSIDE OF IT. A RECEIPT FOR EACH PACKAGE SHALL BE TAKEN FROM THE ELECTION BOARD TO WHICH IT IS DELIVERED.]

**SECTION 13.** That KPB 4.40.030 is hereby amended as follows:

**4.40.030. Sample ballots**

The clerk shall obtain the printing of sample ballots. Sample ballots shall be clearly labeled "Sample Ballot." [SAMPLE BALLOTS SHALL BE DELIVERED TO THE ELECTION BOARD IN EACH PRECINCT.] Sample ballots shall be made available at vote centers.

**SECTION 14.** That KPB 4.50 is hereby amended as follows:

**CHAPTER 4.50. [OPERATION OF POLLS] ELECTIONS BY MAIL**

4.50.010. Election officials.

A. Before each election, the clerk, subject to approval by the assembly, shall appoint election officials. [AT LEAST 3 JUDGES IN EACH PRECINCT. THE CLERK SHALL DESIGNATE ONE ELECTION JUDGE FROM EACH PRECINCT AS THE CHAIRMAN, WHO SHALL BE PRIMARILY RESPONSIBLE FOR ADMINISTERING THE ELECTION IN THAT PRECINCT.]

[B. THE BOROUGH CLERK MAY APPOINT CLERKS AND COUNTERS AT ANY POLLING PLACE WHERE THEY ARE NEEDED TO CONDUCT AN ORDERLY ELECTION AND TO RELIEVE THE ELECTION JUDGES OF UNDUE HARDSHIP.]

B[C]. If any appointed election official is not able or refuses to serve [ON ELECTION DAY], the clerk may appoint a replacement for that official.

[D. EACH ELECTION OFFICIAL SERVING AT A PRECINCT POLLING PLACE MUST BE A QUALIFIED VOTER AND, IF POSSIBLE, A RESIDENT WITHIN THE PRECINCT FOR WHICH HE IS

APPOINTED.]

C[E]. All election [JUDGES, CLERKS AND COUNTERS] officials before entering upon their duties must subscribe to the oath required of all public officers by the Constitution of the State of Alaska in the manner prescribed by the clerk.

D[F]. Candidates shall not serve as election officials. Certain familial relationships may not exist between a candidate and [A PRECINCT ELECTION JUDGE]an election official[ELECTION CLERK, OR MEMBER OF A BALLOT COUNTING TEAM]in regular, run-off or special elections. Those familial relationships are:

1. Mother, mother-in-law, stepmother;
2. Father, father-in-law, stepfather;
3. Sister, sister-in-law, stepsister;
4. Brother, brother-in-law, stepbrother;
5. Spouse; or
6. Person sharing the same living quarters.

E[G]. If the [ELECTION SUPERVISOR]clerk knows or learns that any of these relationships exist, the [PRECINCT ELECTION JUDGE, ELECTION CLERK, OR MEMBER OF THE BALLOT COUNTING TEAM]election official shall be notified and replaced.

**4.50.015. [ABSENTEE B] By-mail precincts.**

A. All Precincts within the Kenai Peninsula Borough shall be designated as [WHERE THE VOTER TURNOUT WAS LESS THAN 200 VOTERS AT THE LAST REGULAR ELECTION MAY BE DESIGNATED AS "ABSENTEE] "by-mail" precincts [BY RESOLUTION OF THE ASSEMBLY. IN THOSE PRECINCTS, NO ELECTION WORKERS SHALL BE APPOINTED]. The procedures [OUTLINED IN CHAPTER 4.120 SHALL BE FOLLOWED WITH THE FOLLOWING EXCEPTIONS] shall be as follows:

1. that ballots shall be sent to each registered voter in the precinct on or before the [15<sup>th</sup>]21st day prior to the regular election and 15th day prior to a run-off election; and

2. that voted ballots must be postmarked on or before midnight of election day and received by the clerk no later than the Tuesday following the election.

B. Voters wishing to vote [ABSENTEE] in person may do so at any designated [ABSENTEE VOTING SITE] vote center.

[C. ANY PRECINCT DESIGNATED AS AN "ABSENTEE BY-MAIL" PRECINCT IN ACCORDANCE WITH THE PROVISIONS OF SUBSECTION A, ABOVE, WILL REMAIN AN "ABSENTEE BY-MAIL" PRECINCT UNTIL SUCH TIME AS THE "ABSENTEE BY-MAIL" STATUS IS REMOVED BY RESOLUTION OF THE ASSEMBLY.]

**[4.50.020. OPENING OF POLLING PLACE.**

A. ON THE DAY OF THE ELECTION, EACH ELECTION BOARD SHALL OPEN THE POLLS FOR VOTING AT 7:00 A.M., SHALL CLOSE THE POLLS FOR VOTING AT 8:00 P.M., AND SHALL KEEP THE POLLS CONTINUOUSLY OPEN DURING THE TIME BETWEEN THOSE HOURS. THE ELECTION BOARD SHALL REPORT TO THE POLLING PLACE BY 6:30 A.M. SO THAT VOTING WILL START PROMPTLY AT 7:00 A.M. THE CHAIRMAN OF THE ELECTION BOARD SHALL ROTATE TIMES AT WHICH ELECTION JUDGES, BOARD MEMBERS, AND CLERKS MAY BE RELIEVED FOR BREAKS OR MEALS; PROVIDED, HOWEVER, THAT AT ALL TIMES AT LEAST 2 JUDGES FROM THE ELECTION BOARD ARE PRESENT AT THE POLLING PLACE.

B. BEFORE ISSUING ANY BALLOTS, THE ELECTION BOARD MUST, IN THE PRESENCE OF ANY PERSONS ASSEMBLED AT THE POLLING PLACE, OPEN AND EXHIBIT THE BALLOT BOX TO BE USED AT THE POLLING PLACE. THE BALLOT BOX THEN SHALL BE CLOSED AND SHALL NOT BE OPENED AGAIN OR REMOVED FROM THE POLLING PLACE UNTIL THE POLLS HAVE CLOSED.]

**4.50.025. Procedures for conducting elections by mail.**

A. The clerk shall mail by non-forwardable mail an official ballot package with a return identification envelope addressed to the Clerk's Office and a secrecy sleeve. The ballot, return envelope, and secrecy envelope shall be mailed no later than the 21st day before the date of a regular or special election and no later than the 15th day before the date of a runoff election. The ballot shall be sent to the address stated on the official registration list unless

1. the voter has notified the clerk in writing of a different address to which the ballot should be sent; or
  2. the address on the official registration list has been identified as being an undeliverable (UN) address or is in the condition of purge notice (PN).
- B. On receipt of any ballot described in this section, the voter shall mark the ballot, sign the return identification envelope supplied with the ballot, and comply with the instructions provided with the ballot. The voter may return the marked ballot to the Clerk's Office by return mail or by depositing the ballot at any place of deposit designated by the clerk. The ballot must be returned in the identified envelope. A ballot must be received by the clerk or at a place of deposit designated by the clerk, not later than the end of the period determined under regulations established by the clerk.

**[4.50.030. VOTER REGISTRATION.**

THE JUDGES SHALL KEEP AN ORIGINAL REGISTER OR REGISTERS IN WHICH EACH VOTER BEFORE RECEIVING HIS BALLOT SHALL SIGN HIS NAME AND GIVE BOTH HIS RESIDENCE AND MAILING ADDRESS. A RECORD SHALL BE KEPT IN THE REGISTRATION BOOK, IN A SPACE PROVIDED, OF THE NAMES OF PERSONS WHO OFFER TO VOTE BUT WHO ACTUALLY DO NOT VOTE, AND A BRIEF STATEMENT OF EXPLANATION. THE SIGNING OF THE REGISTER CONSTITUTES A DECLARATION BY THE VOTER THAT HE IS QUALIFIED TO VOTE. IF ANY ELECTION OFFICIAL PRESENT BELIEVES THE VOTER IS NOT QUALIFIED, HE MAY QUESTION THE VOTE IN ACCORDANCE WITH THE PROVISIONS OF THIS TITLE.]

**[4.50.040. VOTER IDENTIFICATION AT POLLS.**

- A. BEFORE BEING ALLOWED TO VOTE, EACH VOTER SHALL EXHIBIT TO AN ELECTION OFFICIAL ONE FORM OF IDENTIFICATION, INCLUDING BUT NOT LIMITED TO AN OFFICIAL VOTER REGISTRATION CARD, DRIVER'S LICENSE, PASSPORT, OR HUNTING OR FISHING LICENSE.
- B. AN ELECTION OFFICIAL MAY WAIVE THE IDENTIFICATION REQUIREMENT IF THE ELECTION OFFICIAL KNOWS THE IDENTITY OF THE VOTER.
- C. A VOTER WHO CANNOT EXHIBIT A SATISFACTORY FORM OF IDENTIFICATION SHALL BE ALLOWED TO VOTE A QUESTIONED BALLOT.]

**[4.50.050. PERSONS NOT ON OFFICIAL REGISTRATION LIST.**

IF A PERSON'S NAME DOES NOT APPEAR ON THE OFFICIAL REGISTRATION LIST IN THE PRECINCT IN WHICH THE PERSON SEEKS TO VOTE, THE PERSON MAY VOTE A QUESTIONED BALLOT.]

**[4.50.060. PROVIDING BALLOT TO VOTER.**

WHEN A VOTER HAS QUALIFIED TO VOTE, THE ELECTION OFFICIAL SHALL GIVE THE VOTER AN OFFICIAL BALLOT. THE VOTER SHALL RETIRE TO A BOOTH OR PRIVATE PLACE TO MARK THE BALLOT.]

**[4.50.070. ASSISTING VOTER.**

A QUALIFIED VOTER WHO CANNOT READ, MARK THE BALLOT, OR SIGN HIS NAME MAY REQUEST AN ELECTION OFFICIAL OR NOT MORE THAN TWO PERSONS OF HIS CHOICE TO ASSIST HIM. IF THE ELECTION OFFICIAL IS REQUESTED, HE SHALL ASSIST THE VOTER. IF ANY OTHER PERSON IS REQUESTED, THE PERSON SHALL STATE UPON OATH BEFORE THE ELECTION OFFICIAL THAT HE WILL NOT DIVULGE THE VOTE CAST BY THE PERSON WHOM HE ASSISTS.]

**[4.50.080. SPOILED BALLOTS.**

THE ELECTION SUPERVISOR SHALL SPECIFY UNIFORM PROCEDURES FOR REPLACEMENT, REGISTRATION AND DISPOSITION OF SPOILED BALLOTS. THESE UNIFORM PROCEDURES SHALL BE PROVIDED IN WRITING TO THE ELECTION JUDGES.]

**[4.50.090. PLACING BALLOT IN BALLOT BOX.**

WHEN THE VOTER HAS MARKED THE BALLOT, THE VOTER SHALL INFORM THE ELECTION OFFICIAL. THE CLERK MAY REQUIRE THAT THE VOTER RETURN THE BALLOT TO THE ELECTION OFFICIAL TEMPORARILY SO THAT ANY STUB WHICH MAY BE PART OF THE BALLOT MAY BE REMOVED BY THE ELECTION OFFICIAL. ANY SUCH REQUIREMENT SHALL PROTECT THE SECRECY OF THE BALLOT. IN ALL CASES THE BALLOT SHALL BE DEPOSITED IN THE BALLOT BOX BY THE VOTER IN THE PRESENCE OF THE ELECTION OFFICIAL UNLESS THE VOTER REQUESTS THE ELECTION OFFICIAL TO DEPOSIT THE BALLOT.]

**[4.50.100. QUESTIONING PROCEDURE.**

- A. IF THE POLLING PLACE OF A VOTER IS IN QUESTION, THE VOTER SHALL VOTE A QUESTIONED BALLOT AFTER



COMPLYING WITH SUBSECTION C.

- B. EVERY ELECTION OFFICIAL AND ELECTION JUDGE SHALL QUESTION, AND EVERY WATCHER AND ANY OTHER PERSON QUALIFIED TO VOTE IN THE PRECINCT, OR QUALIFIED TO VOTE IN THE PARTICULAR ELECTION INVOLVING LESS THAN AN ENTIRE PRECINCT IN THE CASE OF SERVICE AREAS, MAY QUESTION A PERSON ATTEMPTING TO VOTE IF THE QUESTIONER HAS GOOD REASON TO SUSPECT THAT THE QUESTIONED PERSON IS NOT QUALIFIED TO VOTE IN THE ELECTION. ALL QUESTIONS REGARDING A PERSON'S QUALIFICATIONS TO VOTE SHALL BE MADE IN WRITING, SETTING OUT THE REASON THAT THE PERSON HAS BEEN QUESTIONED.
- C. THE QUESTIONED PERSON, BEFORE VOTING, SHALL SUBSCRIBE TO AN OATH OR AFFIRMATION ON A FORM PROVIDED BY THE ELECTION OFFICIAL ATTESTING TO THE FACT THAT IN EACH PARTICULAR THE PERSON MEETS ALL THE QUALIFICATIONS OF A VOTER, IS NOT DISQUALIFIED, AND HAS NOT VOTED AT THE SAME ELECTION. IF THE QUESTION IS TO RESIDENCE WITHIN THE PRECINCT OR VOTING AREA, THE PERSON SHALL ALSO STATE THE PLACE FROM WHICH THAT PERSON CAME IMMEDIATELY BEFORE LIVING IN THE PRECINCT WHERE OFFERING TO VOTE AND THE LENGTH OF TIME OF RESIDENCE IN THE FORMER PLACE. AFTER THE QUESTIONED PERSON HAS EXECUTED THE OATH OR AFFIRMATION, THE PERSON MAY VOTE. IF THE QUESTIONED PERSON REFUSES TO EXECUTE THE OATH OR AFFIRMATION, THE PERSON SHALL NOT VOTE.
- D. A VOTER WHO CASTS A QUESTIONED BALLOT SHALL VOTE HIS BALLOT IN THE SAME MANNER AS PRESCRIBED FOR OTHER VOTERS. AFTER THE ELECTION OFFICIAL OR JUDGE REMOVES THE NUMBERED STUB FROM THE BALLOT, THE VOTER SHALL INSERT THE BALLOT INTO A SMALL ENVELOPE AND PUT THE SMALL ENVELOPE INTO A LARGER ENVELOPE ON WHICH THE STATEMENT HE PREVIOUSLY SIGNED IS LOCATED. THESE LARGER ENVELOPES SHALL BE SEALED AND DEPOSITED IN THE BALLOT BOX. WHEN THE BALLOT BOX IS OPENED, THESE ENVELOPES SHALL BE SEGREGATED, COUNTED, COMPARED TO THE VOTING LIST, AND DELIVERED TO THE ELECTION CANVASSING BOARD. THE ELECTION CANVASSING BOARD SHALL REVIEW AND JUDGE THE APPLICABILITY OF QUESTIONED BALLOTS IN ACCORDANCE WITH SECTIONS 4.90.020 AND 4.90.030.]

**[4.50.110. CLOSING OF THE POLLS.**

- A. FIFTEEN MINUTES BEFORE THE CLOSING OF THE POLLS, AND AT THE TIME OF CLOSING THE POLLS, AN ELECTION OFFICIAL SHALL ANNOUNCE BOTH THE DESIGNATED CLOSING TIME AND THE ACTUAL TIME AT WHICH THE ANNOUNCEMENT IS MADE. FAILURE TO MAKE THE ANNOUNCEMENT AT 15 MINUTES BEFORE CLOSING TIME SHALL NOT IN ANY WAY INVALIDATE THE ELECTION OR EXTEND THE TIME FOR CLOSING OF THE POLLS. AFTER CLOSING, NO PERSON WILL BE ALLOWED TO ENTER THE POLLING PLACE FOR PURPOSES OF VOTING. EVERY QUALIFIED VOTER PRESENT AND IN LINE AT THE TIME PRESCRIBED FOR CLOSING THE POLLS MAY VOTE.
  
- B. WHEN THE POLLS ARE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL ACCOUNT FOR ALL BALLOTS BY COMPLETING A BALLOT STATEMENT CONTAINING, IN A MANNER PRESCRIBED BY THE CLERK, THE NUMBER OF OFFICIAL BALLOTS SUPPLIED.
  
- C. THE ELECTION BOARD SHALL COUNT THE NUMBER OF QUESTIONED BALLOTS AND SHALL COMPARE THAT NUMBER TO THE NUMBER OF QUESTIONED VOTERS IN THE REGISTER. DISCREPANCIES SHALL BE NOTED ON THE BALLOT STATEMENT.]

**[4.50.120. VOTERS IN LINE WHEN POLLS CLOSE.**

EVERY QUALIFIED VOTER PRESENT AND IN LINE AT THE TIME PRESCRIBED FOR CLOSING THE POLLS MAY VOTE.]

**[4.50.130. PROHIBITIONS.**

- A. DURING THE HOURS THAT THE POLLS ARE OPEN, NO ELECTION OFFICIAL MAY DISCUSS ANY POLITICAL PARTY, CANDIDATE OR ISSUE WHILE ON DUTY.
  
- B. DURING THE HOURS THE POLLS ARE OPEN, NO PERSON WHO IS IN THE POLLING PLACE OR WITHIN 200 FEET OF ANY ENTRANCE TO THE POLLING PLACE MAY ATTEMPT TO PERSUADE A PERSON TO VOTE FOR OR AGAINST A CANDIDATE, PROPOSITION OR QUESTION. NOR MAY ANY PERSON CONDUCT OTHER POLITICAL ACTIVITIES THAT MAY PERTAIN TO ANY FUTURE ELECTION OR POTENTIAL BALLOT PROPOSITION. FOR THE PURPOSES OF THIS SECTION, THE ENTRANCE TO A

POLLING PLACE THAT IS IN A SCHOOL IS THE ENTRANCE TO THE SCHOOL BUILDING. THE ELECTION BOARD SHALL POST WARNING NOTICES IN THE FORM AND MANNER PRESCRIBED BY THE CLERK.

- C. NO VOTER MAY EXHIBIT A BALLOT TO AN ELECTION OFFICIAL OR ANY OTHER PERSON SO AS TO ENABLE ANY PERSON TO ASCERTAIN HOW THE VOTER MARKED THE BALLOT, EXCEPT AS PROVIDED IN SECTION 4.50.070.
- D. WHILE THE POLLS ARE OPEN NO ELECTION OFFICIAL MAY OPEN ANY BALLOT RECEIVED FROM A VOTER, MARK A BALLOT BY FOLDING OR OTHERWISE SO AS TO BE ABLE TO RECOGNIZE IT, OR OTHERWISE ATTEMPT TO LEARN HOW A VOTER MARKED A BALLOT, OR ALLOW THE SAME TO BE DONE BY ANOTHER PERSON.
- E. RESERVED.
- F. NO PERSON MAY LEAVE THE POLLING PLACE WITH THE OFFICIAL BALLOT THAT THE PERSON RECEIVED TO MARK.]

**[4.50.140. UNUSED BALLOTS.**

THE NUMBERS OF ALL BALLOTS NOT ISSUED SHALL BE RECORDED AND THEN ALL SUCH BALLOTS SHALL BE DISPOSED OF AS INSTRUCTED BY THE CLERK BEFORE THE BALLOT BOX IS OPENED. THE NUMBERS OF BALLOTS DAMAGED BY VOTERS AND REPLACED BY ELECTION OFFICIALS SHALL ALSO BE RECORDED. THE RECORD OF BALLOTS NOT ISSUED AND BALLOTS DAMAGED AND REPLACED SHALL BE PRESERVED FOR 60 DAYS UNLESS THE ELECTION IS CONTESTED.]

**SECTION 15.** That KPB 4.70.020, .030, 040 .070 are hereby amended and KPB 4.70.100 is hereby deleted as follows:

**4.70. BALLOT COUNTING PROCEDURES**

**4.70.020. Commencement of ballot count.**

- [A. FOR COUNTING OF PAPER BALLOTS, WHEN THE POLLS ARE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL IMMEDIATELY PROCEED TO OPEN THE BALLOT BOX, SEPARATE THE QUESTIONED BALLOT ENVELOPES FROM OTHER BALLOTS AND THEN PROCEED TO COUNT THE VOTES CAST. IN ALL CASES THE ELECTION BOARD SHALL CAUSE THE

COUNT TO BE CONTINUED WITHOUT ADJOURNMENT UNTIL THE COUNT IS COMPLETE. THE CLERK MAY AUTHORIZE THE APPOINTMENT OF COUNTERS TO ASSIST IN THE COUNTING OF BALLOTS. BEFORE UNDERTAKING THE DUTIES OF THE OFFICE, EACH COUNTER SHALL SUBSCRIBE TO AN OATH TO HONESTLY, FAITHFULLY, IMPARTIALLY AND PROMPTLY CARRY OUT THE DUTIES OF THE POSITION. AN ELECTION JUDGE MAY ADMINISTER THE OATH. IF AN APPOINTED COUNTER FAILS TO APPEAR AND SUBSCRIBE TO THE OATH AT THE TIME DESIGNATED BY THE CLERK, THE ELECTION BOARD MAY APPOINT ANY QUALIFIED VOTER TO FILL THE VACANCY.]

- [B. IN OPTICAL SCAN OR OTHER COMPUTER-READ OR ELECTRONIC BALLOT PRECINCTS, WHEN THE POLLS HAVE CLOSED AND THE LAST VOTE HAS BEEN CAST, THE ELECTION BOARD SHALL IMMEDIATELY TRANSMIT ELECTION RESULTS TO THE CLERK FOLLOWING THE WRITTEN INSTRUCTIONS PROVIDED TO EACH PRECINCT. ONCE THE ELECTION RESULTS HAVE BEEN TRANSMITTED, THE ELECTION BOARD SHALL OPEN THE BALLOT BOX, SEPARATE QUESTIONED AND WRITE-IN BALLOTS FROM OTHER BALLOTS CAST, PLACE ALL BALLOTS IN THE TAMPER PROOF CONTAINERS PROVIDED, AND PROCEED WITH THE BALLOT ACCOUNTABILITY AND POLL CLOSING PROCEDURES PROVIDED BY THE CLERK.

Upon receipt of voted ballot packages the election official will verify that the voter has provides at least one identifier, signed the envelope and that the signature has been witnessed. If the ballot package is complete and valid the package will be sorted by precinct and the ballot and identifying envelope will be separated. The ballot will proceed to be scanned and counted. The unofficial results will not be tallied until the end of the designated election period.

#### **4.70.030. General procedure for ballot count.**

- [A.] The election supervisor may issue rules prescribing the manner in which the precinct ballot count is accomplished so as to assure accuracy in the count and to expedite the process. The election board shall account for all ballots by completing a ballot statement containing (1) the number of official ballots received; (2) the number of official ballots voted; (3) the number of official ballots spoiled; (4) the number of official ballots unused and destroyed. [THE BOARD SHALL COUNT THE NUMBER OF QUESTIONED BALLOTS AND SHALL COMPARE THAT NUMBER TO THE NUMBER OF QUESTIONED VOTERS IN THE REGISTER.] Discrepancies shall be noted and the numbers included in the certificate prescribed by the [ELECTION SUPERVISOR]clerk. When hand counting ballots, the election [BOARD]

official shall count the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for mailing may have a marking device in hand or remove a ballot from the immediate vicinity [OF THE POLLS].

[B. BALLOTS MAY NOT BE COUNTED BEFORE 8:00 P.M., LOCAL TIME, ON THE DAY OF THE ELECTION.]

**4.70.040. Rules for counting hand-marked ballots.**

A. The election [BOARD] officials shall count hand-marked ballots according to the following rules:

1. A voter may mark his ballot with a cross mark, "X" mark, diagonal, horizontal or vertical mark, solid mark, star, circle, asterisk, check or plus sign using the marking device provided at the [POLLING PLACE] vote center or with any black-inked marker. The marks will be counted only if they are clearly spaced in the square opposite the name of the candidate the voter desires to designate.
2. A failure to properly mark a ballot as to one or more candidates does not itself invalidate the entire ballot.
3. If a voter marks fewer names than there are persons to be elected to the office, a vote shall be counted for each candidate properly marked.
4. If a voter marks more names than there are persons to be elected to the office, the votes for candidates for that office shall not be counted.
5. The mark specified in subsection 1 of this section shall be counted only if it is substantially inside the square provided, or touching the square so as to indicate clearly that the voter intended the particular square marked.
6. Improper marks on the ballot shall not be counted and shall not invalidate marks for candidates properly marked.
7. An erasure or correction invalidates only that section of the ballot in which it appears.

B. The rules set out in this section are mandatory and there shall be no exceptions to them. A ballot may not be counted unless marked in compliance with these rules.

**4.70.070. Tally of votes.**

[A.] Tally of votes cast by paper ballots. The [ELECTION SUPERVISOR]clerk shall issue instructions and shall provide forms and supplies for the tally of votes cast by paper ballot so as to assure accuracy and to expedite the process. The election board shall canvass and count the votes according to the rules for determining marks on ballots prescribed in [SECTION]KPB 4.70.040. The election board shall canvass the ballots in a manner that allows watchers to see the ballots when opened and read. No person handling the ballot after it has been taken from the ballot box and before it is placed in the envelope for delivery to the election supervisor may remove a ballot from the immediate vicinity of the polls or have a marking device in hand.

[B. [RESERVED.]]

**[4.70.100. OTHER BALLOT COUNTING SYSTEMS AUTHORIZED.**

NOTHING IN THIS TITLE PROHIBITS THE USE OF OTHER BALLOT COUNTING SYSTEMS WHICH HAVE BEEN APPROVED FOR USE IN STATE ELECTIONS. THE ELECTION SUPERVISOR, SUBJECT TO ANY FURTHER APPROVAL AS MAY BE REQUIRED BY LAW, MAY PRESCRIBE RULES FOR THE USE OF THESE SYSTEMS OR MAY ADOPT SUCH RULES, REGULATIONS AND PROCEDURES AS HAVE BEEN ADOPTED BY THE STATE FOR USE IN STATE ELECTIONS.]

**SECTION 16.** That the KPB 4.80 title and sections 4.80.030, .060, .080, .095, are hereby amended, and sections 4.80.120, .130, .140 and .150 are hereby enacted as follows:

**4.80. ABSENTEE AND VOTE CENTER VOTING**

**4.80.030. - Eligibility.**

Any qualified voter may vote [AN ABSENTEE BALLOT]at a vote center for the precinct in which [HE] the voter resides and is registered if [HE]the voter was unable to vote by mail whether inside the borough or not. [(1) IF HE BELIEVES HE WILL BE UNAVOIDABLY ABSENT FROM HIS VOTING PRECINCT ON ELECTION DAY, WHETHER INSIDE THE BOROUGH OR NOT, OR (2) IF HE WILL BE UNABLE TO BE PRESENT AT THE POLLS BECAUSE OF PHYSICAL DISABILITY.]

**4.80.060. [ABSENTEE]Vote center voting—In person.**

A. A qualified voter may apply in person for an absentee ballot at the office of

the [BOROUGH] clerk during regular office hours, or the voter may apply to the nearest city clerk's office or [ABSENTEE VOTING]election official [IN HIS AREA ]during regular office hours.

- B. On receipt of an application in person for an absentee ballot and exhibition of proof of identification as required in this title, the [CLERK]election official shall issue the ballot to the applicant.
- C. The voter shall proceed to mark the ballot in secret, to place the ballot in the small envelope, to place the small envelope in the larger envelope in the presence of the election official who shall sign as attesting official and date [HIS ]of the signature. The election official shall then accept the ballot.
- D. The election official may not accept a marked ballot that has been exhibited by an absentee voter with intent to influence other voters. If the [ABSENTEE] voter improperly marks or otherwise damages a ballot, the voter may request, and the election official shall provide [HIM]the voter with another ballot up to a maximum of three. Exhibited, improperly marked, or damaged ballots shall be destroyed. The numbers of all ballots destroyed shall be noted on the ballot statement.
- E. Each [ABSENTEE VOTING]election official shall keep a record of the names and the signatures of voters who cast absentee ballots before [HIM]the election official and the dates on which the ballots were cast.
- F. Fifteen minutes before the closing of the vote center, and at the time of closing the voter center, an election official shall announce both the designated closing time and the actual time at which the announcement is made. Failure to make the announcement at 15 minutes before closing time shall not in any way invalidate the election or extend the time for closing of the voter center. After closing, no person will be allowed to enter the voter center for purposes of voting. Every qualified voter present and in line at the time prescribed for closing the voter center may vote.
- G. When the voter centers are closed and the last vote has been cast, the election official shall account for all ballots by completing a ballot statement containing, in a manner prescribed by the clerk, the number of official ballots supplied.

**4.80.080. Absentee voting—By electronic transmission.**

...

- B. A ballot electronically transmitted shall contain a copy of the ballot to be used at the election in a form suitable for transmission. A photocopy of the computerized ballot card to be used by persons voting in person at the

[POLLING PLACES] vote center is acceptable.

...

- E. A voter who returns the absentee ballot by electronic transmission must comply with the same deadlines as for voting in person on or before the closing hour of the [polls] vote centers.

...

**4.80.095. Special needs voting.**

A qualified voter with a disability who, because of that disability, is unable to go to [a polling place] a voter center to vote may vote a special needs ballot. Special needs ballots shall be issued and accounted for in accordance with the rules adopted by the state for use in state elections and in effect at the time of the local election.

**4.80.120. Prohibitions.**

- A. During the hours that the vote centers are open, no election official may discuss any political party, candidate or issue while on duty.
- B. During the hours the vote centers are open, no person who is in the voter center or within 200 feet of any entrance to the voter center may attempt to persuade a person to vote for or against a candidate, proposition or question. Nor may any person conduct other political activities that may pertain to any future election or potential ballot proposition. The election official shall post warning notices in the form and manner prescribed by the clerk.
- C. No voter may exhibit a ballot to an election official or any other person so as to enable any person to ascertain how the voter marked the ballot, except as provided in this chapter.
- D. While the vote centers are open no election official may open any ballot received from a voter, mark a ballot by folding or otherwise so as to be able to recognize it, or otherwise attempt to learn how a voter marked a ballot, or allow the same to be done by another person.
- E. No person may leave the voter center with the official ballot that the person received to mark.

**4.80.130. Assisting voter.**

A qualified voter who cannot read, mark the ballot, or provide a signature may request assistance from an election official or not more than two persons of the voter's choice. If the election official is requested, the official shall assist the voter. If any other person is requested, the person providing assistance shall state upon oath before the election official that the voter's ballot will be kept confidential.



**4.80.140. Spoiled ballots.**

The election supervisor shall specify uniform procedures for replacement, registration and disposition of spoiled ballots. These uniform procedures shall be provided in writing to the election judges.

**4.80.150. Placing ballot in ballot box.**

When the voter has marked the ballot, the voter shall inform the election official. The clerk may require that the voter return the ballot to the election official temporarily so that any stub which may be part of the ballot may be removed by the election official. Any such requirement shall protect the secrecy of the ballot. In all cases the ballot shall be deposited in the ballot box by the voter in the presence of the election official unless the voter requests the election official to deposit the ballot.

**SECTION 17.** That a new section KPB 4.90.015 is hereby enacted as follows:

**4.90.015. Preparation for counting ballots delivered by mail.**

- A. Ballots may not be counted before 8:00 p.m., local time, on the day of the election.
- B. Not sooner than the tenth day before the date of an election, in preparation for counting ballots delivered by mail, the election supervisor may:
  - 1. begin opening return identification and secrecy envelopes of ballots delivered by mail and received; and
  - 2. take any other actions that are necessary to allow the counting of ballots delivered by mail to begin at 8:00 p.m., local time, on election day.

**SECTION 18.** That KPB 4.90.020 and .040 are hereby amended as follows and KPB 4.90.30 is hereby deleted as follows:

- A. No later than the Monday following each election, the election canvass board shall meet in public session and canvass all election returns. In full view of those present, the election canvass board shall judge the applicability of by mail and absentee [AND QUESTIONED] ballots, shall open and tally those accepted, and shall compile the total votes cast in the election. [THE CANVASS OF THE BALLOT VOTE COUNTED BY THE PRECINCT ELECTION BOARDS SHALL BE ACCOMPLISHED BY REVIEWING THE TALLIES OF THE RECORDED VOTE TO CHECK FOR MATHEMATICAL ERROR BY COMPARING TOTALS WITH THE PRECINCT'S CERTIFICATE OF RESULTS. ALL OBVIOUS ERRORS FOUND BY THE ELECTION CANVASS IN THE TRANSFER OF

TOTALS FROM THE PRECINCT TALLY SHEETS TO THE PRECINCT CERTIFICATE OF RESULTS SHALL BE CORRECTED BY THE CANVASS BOARD. A MISTAKE WHICH HAS BEEN MADE IN PRECINCT RETURNS THAT IS NOT CLEARLY AN ERROR IN THE TRANSFER OF THE RESULTS FROM THE TALLIES TO THE CERTIFICATE OF RESULTS EMPOWERS THE CANVASSING BOARD TO RECOMMEND A RECOUNT OF THE RESULTS OF THE PRECINCT OR PRECINCTS FOR THAT PORTION OF THE RETURNS IN QUESTION.]

- B. Upon completion of the canvass, the canvassing board shall prepare a final certificate of the results of votes cast by absentee[, QUESTIONED AND CHALLENGED] ballot[s] and of votes cast by [REGULAR] by mail ballot, and shall prepare a written report of the results to be submitted to the assembly.
- [C. IF ELECTION MATERIALS HAVE NOT BEEN RECEIVED FROM A PRECINCT PRIOR TO COMPLETION OF THE CANVASS, BUT ELECTION RESULTS HAVE BEEN TRANSMITTED BY TELEPHONE, TELEGRAM, RADIO OR ELECTRONIC TRANSMISSION, THE CANVASSING BOARD SHALL COUNT THE ELECTION RESULTS RECEIVED. IF THE BOROUGH CLERK HAS REASON TO BELIEVE THAT A MISSING PRECINCT CERTIFICATE, IF RECEIVED, WOULD AFFECT THE RESULT OF THE ELECTION, THE CLERK SHALL AWAIT THE RECEIPT OF THE CERTIFICATE UNTIL 2:00 P.M. ON THE TUESDAY FOLLOWING THE ELECTION. IF THE CERTIFICATE IS NOT RECEIVED BY THE CLERK BY 2:00 P.M., TUESDAY, THEN THE CERTIFICATE SHALL NOT BE COUNTED NOR INCLUDED IN THE FINAL CERTIFICATION OF THE CANVASSING BOARD.]

**[4.90.030. Procedures for handling questioned ballots.**

THE CANVASSING BOARD BY MAJORITY VOTE MAY REFUSE TO ACCEPT THE QUESTION AND COUNT THE BALLOT OF A PERSON PROPERLY QUESTIONED. IF THE BALLOT IS REFUSED, THE CLERK SHALL RETURN A COPY OF THE STATEMENT QUESTIONING THE BALLOT TO THE VOTER, AND SHALL ENCLOSE ALL REJECTED BALLOTS IN A SEPARATE ENVELOPE WITH STATEMENTS OF THE BASIS FOR THE QUESTION. THE ENVELOPE SHALL BE LABELED WITH "REJECTED BALLOTS" AND SHALL BE PRESERVED WITH OTHER VOTED BALLOTS. IF THE BALLOT IS NOT REFUSED, THE LARGE ENVELOPE SHALL BE OPENED, THE SMALLER INNER ENVELOPE SHALL BE PLACED IN A CONTAINER AND MIXED WITH OTHER ABSENTEE BALLOT ENVELOPES OR, IN THE CASE OF COUNTING QUESTIONED BALLOTS, WITH OTHER QUESTIONED BALLOT ENVELOPES. THE MIXED SMALLER ENVELOPES SHALL BE DRAWN FROM THE CONTAINER AND OPENED, AND THE BALLOTS SHALL BE COUNTED ACCORDING TO THE RULES FOR DETERMINING PROPERLY MARKED BALLOTS.]

**4.90.040. Voters not on official registration list.**

A person whose registration has been cancelled under AS 15.07.130(b) [AND WHO VOTES A QUESTIONED BALLOT] shall not have [THE] their ballot counted.

**SECTION 17.** That KPB 4.120 is hereby amended by amending the title, enacting KPB 4.120.005, and deleting KPB 4.120.010, .020, .030, .040 and .060 as follows:

CHAPTER 4.120. SPECIAL ELECTIONS [BY MAIL]

**4.120.005. Procedure.**

The clerk shall conduct special elections in accordance with the procedures set out in this title for a regular election.

**[4.120.010. VOTING BY MAIL—BALLOTS—BALLOT REVIEW—BALLOT ENVELOPES.**

- A. THE CLERK MAY CONDUCT A SPECIAL ELECTION BY MAIL.
- B. WHEN THE CLERK CONDUCTS A SPECIAL ELECTION BY MAIL, THE CLERK SHALL SEND A BALLOT TO EACH PERSON WHOSE NAME APPEARS ON THE OFFICIAL VOTER REGISTRATION LIST PREPARED UNDER AS § 15.07.125 FOR THAT ELECTION. THE BALLOT SHALL BE SENT TO THE ADDRESS STATED ON THE OFFICIAL REGISTRATION LIST UNLESS THE VOTER HAS NOTIFIED THE CLERK IN WRITING OF A DIFFERENT ADDRESS TO WHICH THE BALLOT SHOULD BE SENT. THE CLERK SHALL SEND BALLOTS BY FIRST CLASS, NONFORWARDABLE MAIL ON OR BEFORE THE 22ND DAY BEFORE THE ELECTION.
- C. THE CLERK SHALL REVIEW BALLOTS VOTED UNDER THIS SECTION UNDER PROCEDURES ESTABLISHED FOR THE REVIEW OF ABSENTEE BALLOTS.
- D. THERE SHALL BE A SMALL BLANK ENVELOPE AND A RETURN ENVELOPE SUPPLIED TO EACH BY-MAIL VOTER. THE RETURN ENVELOPE SHALL HAVE PRINTED UPON IT AN AFFIDAVIT BY WHICH THE VOTER SHALL DECLARE HIS QUALIFICATIONS TO VOTE, FOLLOWED BY PROVISION FOR ATTESTATION BY A PERSON QUALIFIED TO ADMINISTER OATHS OR ONE ATTESTING WITNESS WHO IS AT LEAST 18 YEARS OF AGE. SPECIFIC INSTRUCTIONS FOR VOTING A BY-MAIL BALLOT AND A LIST OF THE APPOINTED ABSENTEE VOTING OFFICIALS, THEIR HOURS AND LOCATIONS, WILL BE MAILED TO EACH VOTER WITH THE BALLOT.

**4.120.020. CASTING BALLOTS.**

- A. UPON RECEIPT OF A MAIL-IN BALLOT, THE VOTER SHALL CAST HIS BALLOT IN THE MANNER SPECIFIED IN KPБ § 4.80.070. IF THE BALLOT IS CAST IN THE CLERK'S OFFICE, THE CLERK SHALL RETAIN IT FOR DELIVERY TO THE CANVAS BOARD. IF THE BALLOT IS CAST IN ANOTHER LOCATION, THE VOTER SHALL RETURN IT BY MAIL TO THE CLERK IMMEDIATELY FOR DELIVERY TO THE CANVAS BOARD.
- B. A VOTER WHO DOES NOT RECEIVE A MAIL-IN BALLOT MAY CAST HIS BALLOT IN PERSON AS SPECIFIED IN KPБ § 4.80.060.
- C. A VOTER MAY RETURN THE MAIL-IN BALLOT TO AN ABSENTEE VOTING OFFICIAL AS PROVIDED IN KPБ § 4.120.040.

**4.120.030. NOTICE OF ELECTION—ELECTION DATE—PUBLIC NOTICE.**

- A. THE NOTICE OF ELECTION CALLING FOR THE ELECTION MUST STATE THAT THE ELECTION IS TO BE CONDUCTED BY MAIL AND THAT THERE WILL NO POLLING PLACE OPEN FOR REGULAR IN-PERSON VOTING ON ELECTION DAY. IN A BY-MAIL ELECTION, ELECTION DAY IS THE DEADLINE BY WHICH A VOTER'S BALLOT MUST BE RECEIVED BY THE BOROUGH CLERK.
- B. FOR EACH ELECTION CONDUCTED BY MAIL, THE PUBLIC NOTICE POSTED IN EACH PRECINCT AND THE NOTICE PUBLISHED IN NEWSPAPERS OF GENERAL CIRCULATION IN THE AREA OF THE ELECTION JURISDICTION WILL INCLUDE THE INFORMATION SPECIFIED IN KPБ § 4.120.040.

**4.120.040. ABSENTEE VOTING OFFICIALS—DUTIES.**

- A. THE BOROUGH CLERK MAY, WITH THE APPROVAL OF THE CITY CLERKS IN THE BOROUGH, APPOINT CITY CLERKS OR OTHERS IN THE AREA TO ACT AS ABSENTEE VOTING OFFICIALS. IF NO CITY CLERK IS AVAILABLE OR IF THE CITY CLERK IS UNABLE OR UNWILLING TO ACT AS AN ABSENTEE VOTING OFFICIAL, THE BOROUGH CLERK MAY APPOINT ANY QUALIFIED VOTER TO SERVE AS AN ABSENTEE VOTING OFFICIAL. THE CLERK SHALL SUPPLY ADEQUATE VOTING SUPPLIES AND BALLOTS TO THE ABSENTEE VOTING OFFICIALS. THE CLERK SHALL PROVIDE MODERATE COMPENSATION TO THE ABSENTEE

VOTING OFFICIALS TO COVER ADDED EXPENSES OF THE ADMINISTRATION OF THIS SERVICE, WHICH SHALL BE AGREED TO BY THE ABSENTEE VOTING OFFICIALS.

**B. THE DUTIES OF THE ABSENTEE VOTING OFFICIALS SHALL BE AS FOLLOWS:**

1. PROVIDE ABSENTEE VOTING IN PERSON ON ANY DATE INCLUDING THE DAY OF THE ELECTION FOLLOWING THE PROCEDURES IN KPB 4.80.060 AND SPECIAL NEEDS VOTING ON ANY DATE INCLUDING THE DAY OF THE ELECTION FOLLOWING THE PROCEDURES IN KPB 4.80.095;
2. SIGN A VOTER'S BY-MAIL OATH AND AFFIDAVIT ENVELOPE AS AN AUTHORIZED ATTESTING OFFICIAL, EXCEPT THAT THE ABSENTEE VOTING OFFICIAL MAY NOT ATTEST HIS OR HER OWN BALLOT;
3. ACCEPT RECEIPT OF A BY-MAIL VOTER'S HAND-DELIVERED BALLOT, WHICH HAS BEEN SWORN TO, ATTESTED AND SEALED IN THE BY-MAIL RETURN ENVELOPE; AND
4. PROVIDE GENERAL VOTER ASSISTANCE, INCLUDING BY NOT LIMITED TO, ASSISTANCE TO A QUALIFIED VOTER WHO CANNOT READ, MARK THE BALLOT, OR SIGN HIS NAME, AND PROVIDING REPLACEMENT BALLOTS TO VOTERS WHO HAVE IMPROPERLY MARKED OR DAMAGED THEIR BALLOTS.
5. DATE-STAMP ALL BALLOTS RECEIVED.
6. PROVIDE FOR THE SECURITY AND SAFEKEEPING OF ALL BALLOTS RECEIVED AND PRESENT THOSE BALLOTS TO THE CLERK FOR CANVASSING. THE BOROUGH CLERK WILL SPECIFY THE MEANS OF RETURNING THE VOTED BALLOTS AND ALL OTHER ELECTION SUPPLIES TO THE BOROUGH.

**4.120.060. STORING BALLOTS.**

THE CLERK SHALL PROVIDE FOR THE SECURE STORAGE OF THE MAIL-IN BALLOTS RECEIVED FROM THE VOTERS AND BY-MAIL OFFICIALS, UNTIL THE DATE SET BY THE CLERK FOR THE COUNTING OF THE BALLOTS.]

**SECTION 18.** That this ordinance shall become effective immediately upon enactment.

**ENACTED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS \*  
DAY OF \*, 2020.**

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Kelly Cooper, Assembly President

ATTEST:

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Johni Blankenship, MMC, Borough Clerk

Yes:

No:

Absent:

# Kenai Peninsula Borough Office of the Borough Clerk

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## MEMORANDUM

**TO:** Kelly Cooper, Assembly President  
Members, Kenai Peninsula Borough Assembly

**THRU:** Tyson Cox, Willy Dunne, and Brent Hibbert *(B) for B. H.*

**FROM:** Johni Blankenship, Borough Clerk *JB* *(B) for T. C.*  
*(B) for W. D.*

**DATE:** April 23, 2020

**RE:** Ordinance 2020-24, Amending KPB Title 4 Regarding Borough Elections to Provide for Vote by Mail Elections, for More Time Between a Regular Election and a Run-Off Election, and to Remove Proposition Statements (Cox, Dunne, Hibbert)

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In 2018, the Kenai Peninsula Borough entered into a conciliation agreement with the Alaska Human Rights Commission which specified that the borough would have an ADA compliant election process in place by the end of 2020. The Election Stakeholders Group was formed in response to the case before the Alaska Human Rights Commission. Resolution 2019-047 "Adopted Joint Resolution No. 2019-001 of the Assembly of the Kenai Peninsula Borough and Councils of the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna, Recognizing the Recommendations of the Kenai Peninsula Borough's Election Stakeholders Group and Directing Staff to Explore Implementation of the Recommendations" was adopted by the Assembly on September 3, 2019.

On December 27, 2019, the clerk's office entered into a contract with Resource Data to prepare a feasibility study and cost analysis for Vote by Mail System (VBMS) implementation and operation.

Resource Data's final feasibility study states, in section 2.1. Overall Assessment – Based on our review we believe that KPB will be able to successfully transition to area-wide vote by mail elections.

This ordinance seeks to codify and therefore implement the following recommendations of the Election Stakeholders Group: #1 Vote by Mail Hybrid, #4 Voter Pamphlet, and #6 – Statements Advocating for Approval or Rejection of Propositions as well the recommendations provided by Resource Data's feasibility study.

Your consideration is appreciated.

Kenai Peninsula Borough  
Election Stakeholders Group  
**Final Report and Recommendations**  
*(Unanimously Approved July 26, 2019)*

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Committee Members: Donna Aderhold, Brenda Ahlberg, Teri Birchfield, Cassidi Cameron, John Coleberg, Tyson Cox, Sammy Crawford, Linda Cusack, Willy Dunne, Joyanna Geisler, Brent Hibbert, Sue McClure, Scott Meszaros, Paul Ostrander, Robert Peterkin, and Stephanie Queen

Alternate Members: Brian Gabriel, Vivian Rojas, and Kaitlin Vadla

Subject Matter Experts: Brenda Ballou, Johni Blankenship, Heidi Geagel, Erica Fitzpatrick, Ben Hanson, Jamie Heinz, Melissa Jacobsen, Sean Kelley, Bobbi Lay, Holly Montague, and Shellie Saner

Support Staff: Michele Turner



Kenai Peninsula Borough  
Election Stakeholders Group  
**Final Report and Recommendations**  
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Table of Contents

PURPOSE ..... 3

GUIDING PRINCIPLES..... 4

    1.) Maximize Accessibility and Inclusivity ..... 4

    2.) Efficiency and Conservation of Public Resources ..... 4

    3.) Voter Satisfaction and Confidence ..... 4

    4.) Longevity in the Solution ..... 4

    5.) Coordination and Collaboration ..... 5

    6.) Security and Integrity ..... 5

    7.) Voter Outreach ..... 5

    8.) Continuity of Operations / Contingency Disaster Plan..... 5

RECOMMENDATIONS..... 6

    Recommendation #1 – Vote by Mail Hybrid: ..... 6

    Recommendation #2 – Education and Outreach Campaign ..... 7

    Recommendation #3 – Alaska State Statute Title 29 Amendment ..... 8

    Recommendation #4 – Voter Pamphlet ..... 9

    Recommendation #5 – Appointed Service Area Boards..... 9

    Recommendation #6 – Statements Advocating for Approval or Rejection of  
    Propositions..... 10

    Additional Recommendations ..... 10

## PURPOSE

*The Election Stakeholders Group was established to research ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources.*

*Voting is the foundation of our democracy. Active participation in the electoral process is necessary for high functioning governance.*

The Election Stakeholders Group (ESG) was established on January 8, 2019 by KPB Resolution 2019-006 and tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity while conserving public resources. In addition, the ESG was directed to explore all aspects of administering borough and city elections including the traditional polling site model and the vote by mail hybrid model.

The ESG was encouraged to keep in mind the directives of the conciliation agreement between the borough and the Human Rights Commission. Specifically, Section C which states, “Respondent Kenai Peninsula Borough (KPB) will establish and direct the stakeholder group to explore options for providing assistive technology to visually impaired voters, including the option of distributing ballots to all voters by mail and establishing voting centers with accessible voting equipment open two weeks prior to each election. Respondent will direct the stakeholder group to advance options for its consideration that will allow visually impaired voters to vote privately and independently.”

The KPB is at a critical impasse regarding the administration of elections for two reasons:

1. The Human Rights Commission has declared our current accommodations and equipment for voters with disabilities, specifically those that may be visually impaired, as significantly discriminatory;
2. The hardware that is currently being used by the KPB is owned by the State of Alaska and is at its end of life. Further, that equipment does not comply with Americans with Disabilities Act (ADA) requirements and therefore is not an option for the KPB moving forward.

The ESG was comprised of assembly members, city council members, city managers, borough mayor's office and community members interested in the electoral process. The group was staffed by the Borough Clerk's Office and assisted by subject matter experts from within the borough and cities within the borough.

The first ESG meeting was held on February 15, 2019 and subsequent meetings were held every two weeks after that for a total of 12 meetings. The meetings were advertised in accordance with the Open Meetings Act and the public was encouraged to attend; however, there was no public participation aside from 2 emails. A small subcommittee of the group did participate in a local radio show and had an opportunity to respond to questions for the listening audience.

In conducting its work and arriving at recommendations, the ESG adopted the following guiding principles:

## GUIDING PRINCIPLES

### 1.) Maximize Accessibility and Inclusivity

Provide disability-related accommodations and other facilitative measures to enable residents experiencing a disability their equal right to vote privately and independently.

Promote participation in the electoral process for all borough voters.

### 2.) Efficiency and Conservation of Public Resources

Use public resources efficiently and conservatively by evaluating election-related factors such as cost per vote cast, cost per election, cost sharing with cities within the borough, appointed vs. elected advisory boards, and indirect costs.

### 3.) Voter Satisfaction and Confidence

Increase voter satisfaction and confidence in borough elections by maintaining voter privacy, providing options for ballot tracking and voter flexibility, and collaborating with the Alaska Division of Elections to maintain accurate voter rolls.

### 4.) Longevity in the Solution

Maximize the longevity of the election solution and the borough's ability to adapt to advances in technology, changes in the election workforce, engaging new voters, voter preferences, and conditions in regulatory frameworks.

## 5.) Coordination and Collaboration

Promote collaboration with all election stakeholders, including the public, Alaska Division of Elections, cities within the borough, candidates, media, local community groups, and voting organizations.

## 6.) Security and Integrity

Ensure security of the voting system, including hardware, software, accountability procedures, and the voter registration database.

Maintain integrity in the system by adopting internal controls such as signature verification, requiring acceptable identifiers, providing extensive election worker training, and giving voters the ability to cure errors to ensure all valid votes are counted.

## 7.) Voter Outreach

Encourage higher voter turnout by implementing a voter communication and education campaign that promotes the value of civic engagement.

Develop educational materials which explain the new processes to the public, utilizing multiple resources and methods of outreach and communication, to ensure there is a clear public understanding of and support for the new solution.

## 8.) Continuity of Operations / Contingency Disaster Plan

Adopt a contingency and communication disaster plan to ensure a coordinated and strategic response to any disruptive event and provide for continuity of election operations.

The ESG received presentations from the Borough and City Clerks, representatives from the State of Alaska Division of Elections, the Municipality of Anchorage, the United States Post Office (USPS), and the KPB's current ballot printer and by mail service provider. The ESG received demonstrations from two software/hardware providers. Their presentations were for both polling place and vote by mail structures. Both vendors had ADA compliant equipment for both scenarios. Finally, a subcommittee of the group participated in a field trip to Anchorage to see its "Vote by Mail Election Central" in action.

The ESG spent many hours discussing voter engagement, cost, collaboration and efficiencies. Based on the knowledge gained and through presentations and questions the ESG makes the following recommendations:

## RECOMMENDATIONS

### Recommendation #1 – Vote by Mail Hybrid:

Recommendation #1 is consistent with and reinforced by all of the guiding principles adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly transition the election process from the current polling site structure to a vote by mail hybrid structure (VBMS). The VBMS is a proven methodology that the KPB has been using for over 20 years in six (Cooper Landing, Hope, Fox River, Moose Pass, Seldovia/Kachemak Bay and Tyonek) of its 28 precincts. The group reviewed the current and VBMS structures and ranked the pros and cons. The pros of the VBMS far outweighed the pros of the existing structure and aligned with the group's adopted guiding principles.

The VBMS has proven to be a more efficient and effective process for the administration of elections. In this process every registered voter will be mailed a ballot package 2-3 weeks prior to election day, giving more voters an opportunity to exercise their right to vote at a time and place that meets their schedule and convenience.

Accessible Vote Centers (AVC) will be established 2 weeks prior to election day in at least 5 locations throughout the borough. AVCs can be utilized to drop off voted ballots or to satisfy the desire to vote in person. The vote centers will be equipped with ADA compliant hardware, allowing all voters to vote privately and independently. The VBMS allows for all voters to vote in the way that suits them best.

Ballot drop boxes will need to be purchased as part of the structure and distributed throughout the borough. Voters can choose to drop their voted ballots in a drop box, at an AVC or in the mail by using the prepaid postage.

The VBMS is a long term solution for the borough and the cities within the borough as it is not subject to the changing technology of the current structure. It uses off-the-shelf scanners to count the ballots and printers for on-demand ballot printing which allows for greater accessibility, upgrades and cost effective repairs.

The VBMS has been demonstrated by the Municipality of Anchorage to engage all voter demographics and therefore translates into higher voter participation and higher voter satisfaction.

The initial capital cost of the VBMS hardware and software is less than that of the traditional structure. There will be other costs to consider; for example, ballot drop

boxes and an initial voter outreach and education campaign. The costs could be shared by the cities within the borough.

The VBMS will add to voter security and confidentiality as well as offer voters an opportunity to cure any issues that may occur with their voted ballots (e.g. no signature provided, no identifier provided, other). The group recommends the implementation of signature verification software and a signature review board. It further recommends to require at least one identifier be provided by the voter (an identifier would include voter registration number, driver's license number, or social security number). The borough should work toward a technical solution which will allow voters to track their voted ballot ensuring its receipt and review.

The VBMS further allows for the review board to adjudicate each ballot to ensure voter intent is correctly determined based on standardized methods and training.

In summary, the ESG supports and recommends the VBM structure for the administration of elections in the KPB.

The ESG received proposals from Dominion Voting software and ADA compatible hardware for both the traditional polling site structure and the vote by mail structure. The vote by mail proposal was \$213,106.60 less than the traditional polling site proposal. The vote by mail structure would require the purchase of ballot drop boxes which, according to the Municipality of Anchorage, cost around \$3,300 apiece to fabricate. The Municipality of Anchorage has 16 drop boxes distributed throughout its jurisdiction. The Municipality of Anchorage also does not prepay the postage for the return of voted ballots. The ESG recommends that the KPB deploy drop boxes as needed on the road system and encourages voters in more remote areas to use USPS. Based on information provided by the Municipality of Anchorage, the ESG is encouraged that the VBMS will increase voter turnout and that the administrative costs will decrease over time.

## Recommendation #2 – Education and Outreach Campaign

Recommendation #2 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 3.) Voter Satisfaction and Confidence; 4.) Longevity in the Solution; 5.) Coordination and Collaboration and 7.) Voter Outreach, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly appropriate funds for an extensive education and outreach campaign. The voter turnout in the KPB and the cities within it has been historically low. The turnout tends to trend higher or lower depending on what is on the ballot.

One of the focuses of the outreach campaign would be specifically to encourage voter participation no matter what is on the ballot through a

communication plan which promotes civic engagement and targeted marketing regarding the importance of the election process.

Another primary focus would be to educate the voters on the new VBMS.

The group recommends the use of social media, print media, and broadcast media, as well as outreach through the participation of existing community groups (chambers of commerce, rotary, etc.).

The group further recommends the KPB consider contracting with an outside resource to develop and implement a plan specifically regarding the education and notification of the voters of the new vote by mail hybrid structure.

### Recommendation #3 – Alaska State Statute Title 29 Amendment

Recommendation #3 is consistent with and reinforced by guiding principles, 1.) Maximize Accessibility and Inclusivity; 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly adopt a resolution requesting the Alaska State Legislature introduce and support a bill allowing for ranked choice voting. The bill would amend AS 29.26.060(c) to read as follows:

*Sec. 29.26.060. Runoff elections.*

*(a) Unless otherwise provided by ordinance, a runoff election shall be held if no candidate receives over 40 percent of the votes cast for the office of*

*(1) mayor; or*

*(2) member of the governing body or school board if candidates run for a designated seat.*

*(b) Unless otherwise provided by ordinance, if candidates for the governing body or school board run at large, a runoff election for a seat shall be held if no candidate receives a number of votes greater than 40 percent of the total votes cast for all candidates divided by the number of seats to be filled.*

*(c) Unless otherwise provided by ordinance, a runoff election shall be held within three weeks after the date of certification of the election for which a runoff is required, and notice of the runoff election shall be published at least five days before the election date. Unless otherwise provided by ordinance t[T]he runoff election shall be*



*between the two candidates receiving the greatest number of votes for the seat.*

This amendment would allow municipalities the flexibility to conduct runoff elections according to local preference.

The ESG recommends the KPB Assembly further research and explore the solution of Ranked Choice Voting for the election of the Borough Mayor rather than continuing to conduct separate runoff elections which are costly and typically receive lower voter turnout than the regular election. Ranked Choice Voting would allow for an immediate runoff to select the prevailing candidate.

#### Recommendation #4 – Voter Pamphlet

Recommendation #4 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholder Group recommends including information in each ballot package which directs the voter to a website with voter information, candidate profiles and proposition summaries. The information provided would also specify locations at which hard copies of the voter pamphlet could be obtained. In addition, hard copies of the voter pamphlet could be mailed directly to a voter upon request.

Paper copies of the voter pamphlet should include candidate profiles, proposition summaries and additional voter information and be made available at each of the AVCs. AVC employees would be educated and prepared to assist voters in the navigation of the election website.

#### Recommendation #5 – Appointed Service Area Boards

Recommendation #5 is consistent with and reinforced by guiding principle, 2.) Efficiency and Conservation of Public Resources, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends amending KPB Titles 2, 4 and 16 – Service Areas to provide that all KPB service area boards are appointed instead of elected (draft ordinance attached for consideration).

It is rare for a service area board race to be contested at an election. In addition, there have been many years when no candidate files for the seat at all and ultimately the seat is filled by appointment after the election is certified.



## Recommendation #6 – Statements Advocating for Approval or Rejection of Propositions

Recommendation #6 is consistent with and reinforced by guiding principles, 2.) Efficiency and Conservation of Public Resources and 3.) Voter Satisfaction and Confidence, adopted by the Election Stakeholders Group.

The Election Stakeholders Group recommends the Assembly amend KPB 4.10.110 by deleting Section B which provides for the inclusion of statements advocating voter approval or rejection of propositions in the voter pamphlet. Recommendation #4 suggests streamlining the voter pamphlet to reduce waste and cost. Amending this section of code would further support that reduction. Additionally, the current inclusion of the statements may be contributing to voter confusion.

The information provided and disseminated by the borough should be that of a factual nature. Public funds should not be used to further the message of an outside group, and the official voter information pamphlet is an inappropriate place to allow members of the public to advocate for or against a proposition. In today's technical environment there are multiple ways to effectively and efficiently spread a message without cost to the tax payers of the borough.

Additionally, the administration of this code provision has proven to be difficult and identifying possible authors of statements has proven to be problematic. Historically, statements have been submitted for inclusion in the voter pamphlet and those statements are not vetted or verified by the borough and therefore may include misleading information.

This provision of code was enacted in 2007 and has only been utilized a handful of times and typically only when there is a voter initiative or referendum proposition on the ballot.

### Additional Recommendations

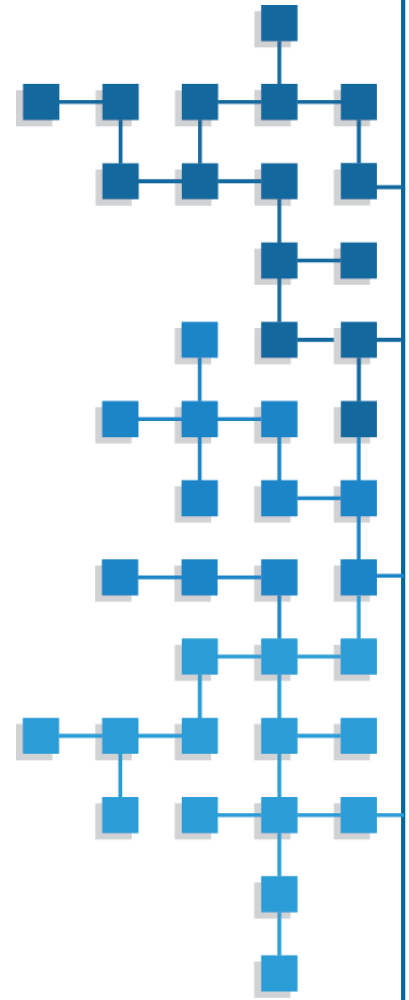
The ESG recommends the KPB seek support from and partners with the cities within the borough to conduct all local elections by mail. Further, we recommend cost sharing with the cities within the borough for election equipment, an extensive and comprehensive communication/education plan and administration of all future elections. The ESG promotes the collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections.

# Vote by Mail Feasibility Study

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Kenai Peninsula Borough

April 29, 2020



Developed by Dennis Wheeler and Kami Fitch



# Table of Contents

- 1.0 Background and Purpose ..... 1
  - 1.1. Key Differences Between Poll-based Elections and Vote by Mail Elections ..... 1
  - 1.2. Out of Scope ..... 1
- 2.0 Assessment and Recommendations ..... 2
  - 2.1. Overall Assessment..... 1
  - 2.2. Prepare for Vote by Mail ..... 1
    - 2.2.1. Update Legislative and Administrative Rules to Support Vote by Mail ..... 1
    - 2.2.2. Acquire a Mail Sorter Solution ..... 3
    - 2.2.3. Prepare Election Center Site ..... 7
    - 2.2.4. Develop an Automated Method for Assigning Ballot Styles..... 9
    - 2.2.5. Collect Initial Set of Reference Signatures..... 12
  - 2.3. Prepare Election ..... 13
    - 2.3.1. Education and Outreach..... 13
    - 2.3.2. Identify “Undeliverable” Voters Before the Election ..... 14
    - 2.3.3. Design Envelopes..... 15
    - 2.3.4. Obtain and Process Voter List..... 18
  - 2.4. Print and Mail Ballot Packages ..... 21
    - 2.4.1. Print Ballots..... 21
    - 2.4.2. Print Envelopes..... 21
    - 2.4.3. Build Ballot Packages (Including Inserts) ..... 21
    - 2.4.4. Mail Ballot Packages to Voters..... 22
    - 2.4.5. Re-issue Ballot Packages (Temporary Addresses and Replacement Ballots)..... 22
    - 2.4.6. City Participation..... 23
  - 2.5. Voter Support ..... 23
    - 2.5.1. Call Center ..... 23
    - 2.5.2. Vote Centers..... 24
  - 2.6. Process Returned Envelopes ..... 26
    - 2.6.1. Pick Up Returned Envelopes..... 26

2.6.2. Scan and Sort Returned Envelopes ..... 29

2.6.3. Verify Signatures ..... 31

2.6.4. “Cure” Ballot Return Envelopes..... 32

2.6.5. Open Ballot Return Envelopes/Prepare Ballots for Scanning..... 32

2.7. Store Election Records ..... 33

    2.7.1. Providing Election Information to the State ..... 33

    2.7.2. Dispose of Records ..... 34

2.8. Staffing Requirements ..... 34

3.0 Summary of Estimated Costs ..... 35

    3.1. Assistive Technology Cost Comparison..... 37

    3.2. Total Recurring Cost Estimate ..... 37

Appendix A: Sample Layout of Records Center ..... 38

# 1.0 Background and Purpose

The Kenai Peninsula Borough (KPB) currently holds poll-based elections (except for 6 small precincts that are done as vote by mail). KPB is looking at changing to an all vote by mail format for future elections. This feasibility study is intended to assess KPB's ability to transition to vote by mail, what tasks would be required, and to provide high-level estimates of costs.

## 1.1. Key Differences Between Poll-based Elections and Vote by Mail Elections

The primary differences between poll-based elections and vote by mail elections are two-fold: the transactions of ballot delivery to the voter and ballot return by the voter.

In a poll-based election, these transactions occur predominantly at the voter's polling location and happen largely on a single day: Election Day. The unmarked ballots are sent out to the polls, the voters appear at the polls and vote, and the ballots are scanned at the polls. The scanner results are delivered to the Election Center in a variety of ways. These days, they mostly arrive on the memory cards pulled from the scanners.

In a vote by mail hybrid, ballots are delivered to the voter's mailing address, the voter can vote at home, and then deliver the ballot back by mail or by dropping it off in a secure drop box or at designated vote centers. The voter typically has a few weeks to vote and return the ballot. Returned ballots are processed and scanned at a central location. This process is not a new concept, including for KPB, as it is just a more streamlined and wide-spread form of absentee voting by mail, which has been around for a very long time.

While the differences between poll-based elections and vote by mail elections come down to these two main aspects, these create a number of points where processes need to change to support vote by mail on a large scale. This study focuses on these aspects.

## 1.2. Out of Scope

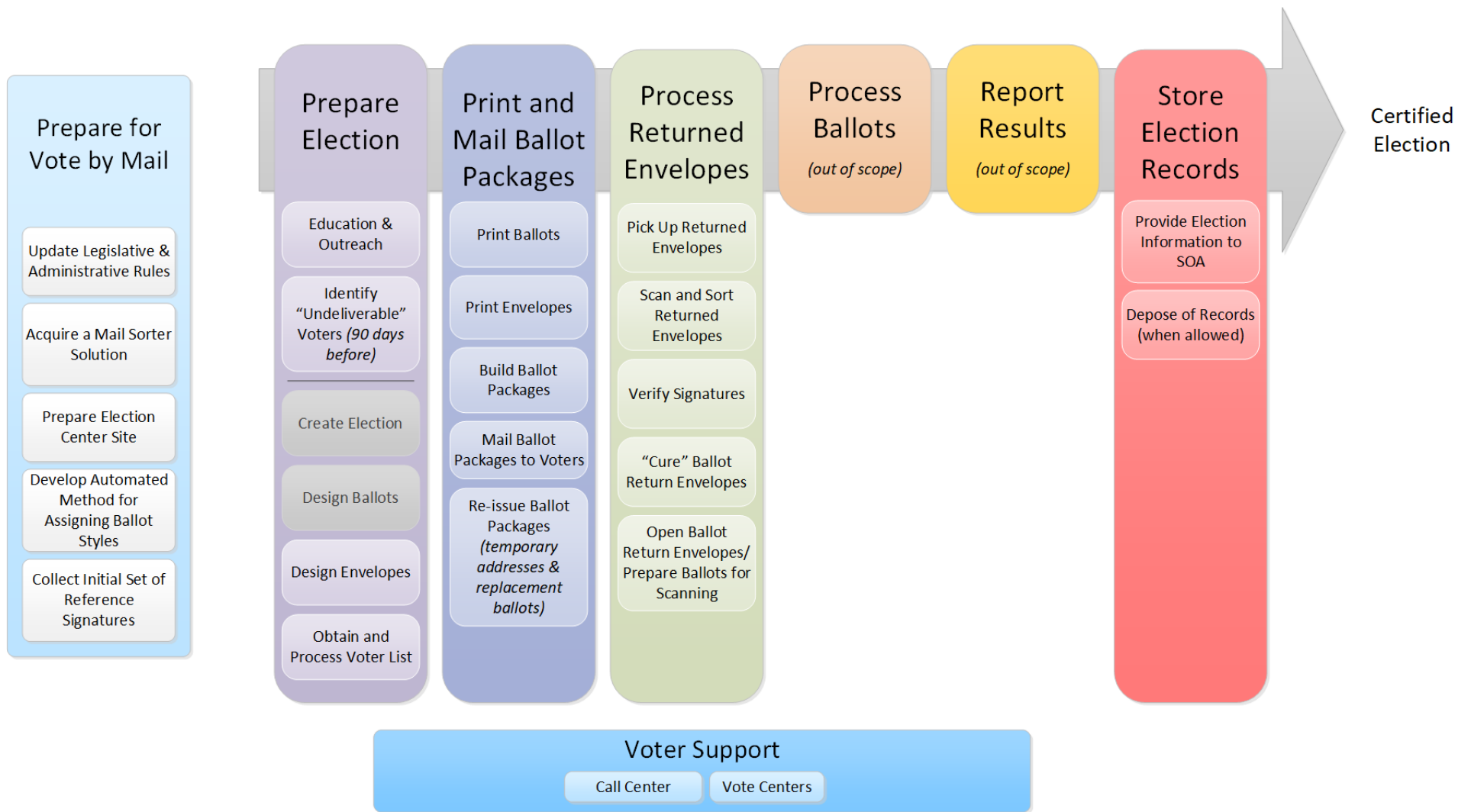
The following items are considered out of scope for this study:

- Tasks completed using KPB's existing Election Management System (e.g., ballot creation, scanning, and tabulation), except for recommendations related to preparing the ballots to be scanned and the timing of scanning ballots as these aspects are different with vote by mail.

- Detailed and definitive cost estimates. While we have provided estimates, which are based on general assumptions and include some sampling of known vendors, more precise estimates would require that KPB make a number of business decisions.

## 2.0 Assessment and Recommendations

This section discusses various aspects of a vote by mail election in greater detail, describing various aspects that KPB will need to consider or prepare for and making recommendations. We have organized the information around the general workflow of a vote by mail election, as illustrated by the diagram on the following page.



## 2.1. Overall Assessment

Based on our review, we believe that KPB will be able to successfully transition to area-wide vote by mail elections. However, to be successful, KPB should complete a number of significant tasks before making this change, as identified in Section 2.2: Prepare for Vote by Mail. In addition, in the lead-up to its first vote by mail election, KPB will have many decisions to make, a variety of equipment to purchase, and procedures to define or change.

The transition to vote by mail will also require a significant amount of initial investment to acquire the equipment and other materials needed to support vote by mail. Within this study, we have provided estimates (either in dollars or hours as appropriate) to give KPB a rough idea of costs. In most cases, we've estimated towards the high end to allow for a discussion of what a maximum cost might look like. But we would expect KPB and its cities will be able to leverage current resources to bring these costs down as they navigate and implement voting by mail. Keep in mind these estimates are a rough order of magnitude and are based on many assumptions. **Actual costs may vary greatly depending on choices KPB makes and market rates at the time.**

Given the amount of work required to transition to vote by mail elections, we believe that KPB can only make this change in time for the October 2020 election if they use manual processes for mail sorting and a simplified signature verification process or leverage the election equipment owned by the Municipality of Anchorage (MOA). Both of these options will introduce some complexity into the election process, with a net effect of slightly delaying final election results. This is manageable, especially if certain KPB Code changes are made, as recommended.

## 2.2. Prepare for Vote by Mail

Before completing its first vote by mail election, KPB will need to complete several one-time tasks in preparation.

### 2.2.1. Update Legislative and Administrative Rules to Support Vote by Mail

KPB is a second-class borough under State statutes, with 6 incorporated cities within its boundaries (Homer<sup>1</sup>, Kachemak City, Kenai, Soldotna, Seldovia, and Seward).

Most borough and city codes will need to be modified to allow voting by mail. Although borough and city codes already include absentee by mail voting as an option, absentee voting as currently structured is too cumbersome for broad, area-wide use as it requires a voluntary,

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<sup>1</sup> We understand Homer, Kachemak City, and Seldovia run their elections largely separately, but for purposes of this study, we will assume that they would choose to be included.



annual application process by each voter. Keeping this requirement would be very costly and unnecessary with a full vote by mail program. In addition, some codes may restrict when a voter can vote absentee by mail. For example, under current KPB code, a voter can only vote absentee if the voter is either in a precinct approved for voting by mail (KPB 4.50.015) or cannot reach the polls on election day (KPB 4.80.030).

Other election attributes of the current voting process should also either be changed (e.g., deadline dates) or eliminated (e.g., code sections that speak to voting at a polling location). With respect to deadlines, most current deadlines need to be reviewed with an eye towards ensuring there is sufficient time to complete all the steps needed<sup>2</sup> early enough that ballot packages can be sent 2-3 weeks before Election Day.

KPB should consider the following areas for code changes:

- Requirements of the ballot return envelope (overall design and appearance, flap/no flap, identifiers, signatures, etc.)—refer to Section 2.3.3: Design Envelopes for additional discussion
- Deadlines and other dates (e.g., notice of election, candidate declaration, candidate withdraw, opening of Vote Centers, and similar dates that might be affected by the longer process involved in preparing a vote by mail election)—refer to Section 2.2.1.1: Changes to Deadlines for additional discussion

*Note: The preparation process for vote by mail is approximately 1-2 weeks longer than in a poll-based election.*

- Date of runoff elections. Runoffs are often right on the heels of the regular election. This very short window should be increased by a week to accommodate creating and mailing the ballot packages. See AS 29.26.060(c)
- Exclusion of “undeliverable” addresses from the mailing list of voters—refer to Section 2.3.2: Identify “Undeliverable” Voters Before the Election for additional discussion.
- Drop box locations as an allowable method of receiving voted ballots—refer to Section 2.6.1.2: Drop Boxes for additional discussion
- Vote Centers to help voters (some aspects of this are already performed by locations used for absentee voting in person)—refer to Section 2.5.2: Vote Centers for additional discussion
- Rules for how a voter might correct their vote on the face of the ballot
- Rules for how a voter might cure their returned envelope and the deadline for doing so (e.g., if the voter forgot to sign their return envelope, can they cure it, and if so, how and when)—refer to Section 2.6.4: “Cure” Ballot Return Envelopes for additional discussion

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<sup>2</sup> For example, designing and printing ballots, assigning ballot styles to the State voter list, and preparing ballot packages for each voter.

- Rules for accepting ballot return envelopes (matching signatures, voiding envelopes, etc.)—refer to Section 2.6.2: Scan and Sort Returned Envelopes for additional discussion
- Rules for when KPB can begin scanning (but not tabulating) ballots<sup>3</sup>
- Any new or modified procedures that by law must be approved by the Assembly or city councils

Ideally, KPB and the cities within it will adopt mirrored code provisions as much as possible to support streamlined and consistent rules on voting by mail.

### 2.2.1.1. Changes to Deadlines

A key decision KPB will need to make is the target time between mailing the ballots to voters and Election Day. Typically, this voting period (i.e., the time between mailing and close of the election) is about 3 weeks<sup>4</sup>. Once this time period is decided, KPB will need to work backwards to set other deadlines, making sure sufficient time is allowed for completing all the preparation tasks (refer to Section 2.3: Prepare Election for more details). Typically, the preparation process in a vote by mail election is approximately 1-2 weeks longer than a poll-based election. Because of the additional printing and processing required of KPB's printing/mailing vendor in a vote by mail election, KPB will need to work with this vendor to understand what is feasible for them when determining what deadlines/dates to update in the Code.

### 2.2.2. Acquire a Mail Sorter Solution

When doing a vote by mail election, a key decision is how to process returned ballot envelopes, which includes tasks such as the following:

- Identifying the ballot return envelopes in order to determine whether they are valid for the current election and to track which voters have returned ballot envelopes, ensuring that only one ballot is accepted from each voter
- Sorting ballot return envelopes into groups (e.g., by status, by precinct) based on KPB's chosen requirements
- Verifying the voter's identity by validating the voter's signature on the ballot return envelope

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<sup>3</sup> Most jurisdictions using vote by mail begin scanning returned ballots before 8:00 PM on Election Day—but then tabulate results **only after** that deadline. By allowing scanning in advance, an initial set of results can be made available shortly after “polls close” on Election Day.

<sup>4</sup> Currently, KPB 4.50.015A.1 (which discusses permanent absentee locations) states that “ballots shall be sent to each registered voter in the precinct on or before the 15th day prior to the election.”

- Tracking the “cure” process when there is a problem with the voter’s ballot return envelope (i.e., allowing the voter an opportunity to resolve the problem so the ballot can be accepted)

Typically, government entities purchase a specialized election sorter to support this processing. In addition to doing basic sorting, these machines also include software for the tracking, reporting, and other functions necessary to support elections.

We made some preliminary inquiries with vendors about options that would be approximately the right size for KPB.<sup>5</sup> Because these sorters are specially designed for elections, pricing for sorters that include signature verification software is typically well above \$100,000. While KPB may be able to get reduced pricing through a competitive bid process, KPB should expect to pay more than \$100,000 for a sorter (plus ongoing annual support and maintenance). In addition, sorters often require multiple months lead time before being ready for delivery. Therefore, if KPB wants vote by mail in October 2020, it needs to immediately engage in the procurement process, and it may be difficult to find a vendor who can deliver a sorter within that timeframe.

KPB could choose to purchase its own sorting equipment, but does have other options available, which would have lower up-front costs and quicker initial implementation:

1. **Process ballot return envelopes manually:** With this solution, the ballot return envelopes would not be mechanically sorted. Election workers would need to manually look up each voter to review the signatures, verify whether the voter had already returned a ballot, etc. If this approach were used, KPB would need a method to help with tracking, which might require building a custom software tool.

Manually processing ballot return envelopes is potentially feasible because of the relatively small number of voters in KPB (approximately 50,000). If the number of registered voters or voter turnout increases substantially, manual processing would become increasingly difficult.

2. **Use MOA’s sorter, at least in the first year:** MOA has indicated they are willing to assist other jurisdictions through use of their sorter and Election Center. **MOA is offering its facility and systems at no charge.** Because this sorter can run approximately 18,000 envelopes an hour, KPB could run the bulk of their envelopes and complete signature verification within 2-3 days. However, if KPB ran their envelopes in bulk at the end of the election, this would affect the policies and processes for giving voters an opportunity to cure any problems with their envelopes (e.g., no signature, no reference signature, unmatched signature—refer to Section 2.6.4: “Cure” Ballot Return Envelopes for additional information

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<sup>5</sup> Potential vendors include ES&S, Fluence Automation, Runbeck Election Services, and Pitney Bowes. Based on our tour of the facilities, any sorter KPB is likely to purchase would fit within the identified space. Generally, powers requirements for these sorters are not unusual and likely will not exceed a 50 Amp 220 circuit.

about “curing”). These are solvable issues, which could be partly addressed in appropriate Code changes.

The following table compares some aspects between the three alternatives:

	Purchase Equipment	Process Manually	Use MOA Equipment
<b>Upfront Cost</b>	Highest (> \$100,000)	Low to Medium (depending on tracking solution)	Low
<b>Implementation Time</b>	Longer (2020 unlikely)	Quicker (2020 possible)	Quicker (2020 possible)
<b>Processing Location</b>	KPB	KPB	MOA
<b>Staffing Requirements</b>	Lowest	Highest	Medium (staff in KPB and MOA)
<b>Other Considerations</b>		More time consuming More error prone	Most or all envelopes have to be transported to Anchorage Location of KPB staff

Because it is a better long-term solution, we recommend that KPB select and purchase an election sorter<sup>6</sup>. In the long run, KPB will be able to more easily manage elections by having a sorter located at the KPB Election Center.

In order to select the sorter that best meets their needs, KPB should begin the selection process by defining their requirements for the sorter and the software that comes with it. As part of this process, KPB will need to make decisions about potential system functions, including the following:

- Importing voter data and signatures, including updating voter data<sup>7</sup>
- Exporting voter data for use by the printer<sup>8</sup> and Vote Centers

<sup>6</sup> If KPB needs to do a vote by mail election in 2020, the new sorter will likely not be available, and KPB would need to use one of the alternative approaches for 2020.

<sup>7</sup> Refer to Section 2.3.4: Obtain and Process Voter List for more information. In MOA’s experience, the printing and mailing vendors need initial voter information well in advance of when the State has final timely voter updates entered in the voter registration database. Therefore, KPB will need to process 2-3 versions of the voter list before ballot packages are mailed.

<sup>8</sup> Because of there may be 2-3 versions of the voter list, the sorter may need include functionality for generating a file that shows just changes in the voter list. In addition, if KPB excludes some voters from being mailed a ballot package initially (e.g., those designated as

- Tracking the need for replacement ballots and/or temporary addresses
- Sorting ballot return envelopes, including conditions under which envelopes should be out-sorted (e.g., invalid ID, potential duplicate, etc.)
- Capturing digital images of envelope signatures and/or the entire envelope
- Verifying voter signatures, using either an automated process and/or a manual review
- When there is a problem with a ballot return envelope, supporting the “cure” process
- Providing voters with information about whether their ballot has been received
- Reporting and exporting information to support and validate ballot return envelope processing
- Exporting digital signature images for accepted envelopes (for loading to the State voter registration database for use as future reference signature images)

In addition, KPB will need to define their technical requirements for the sorter (e.g., processing speed, scalability, physical space, operating system/software, security, number of users who can simultaneously verify signatures/perform other functions on the equipment). During the selection process, KPB should evaluate the possible sorters against the defined requirements. Ideally, KPB will be able to see a demo of each sorter being considered (and its software) before making a final decision.

The sorter KPB selects will affect the details of many other aspects of the election. For example, the sorter may have specific requirements for the ballot return envelopes or the format of the imported voter list. In addition, how the sorter handles signature verification and curing envelopes will affect the specifics of KPB procedures in these areas.

*Note: Additional factors and considerations with the sorter are referenced in subsequent sections.*

When considering the costs for acquiring a sorter, KPB needs to factor in staff time required for the following activities:

- Defining requirements
- Evaluating and selecting potential solutions
- Working with the vendor to implement the sorter, which will include testing
- Developing policies and procedures for processes involving the sorter

These activities will likely require at least a few hundred hours of staff time.

Based on our tour of KPB facilities and our understanding of election sorters available, KPB’s facilities are adequate, and the requirements KPB is most likely to have are generally features available with sorters currently in the marketplace.

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undeliverable), functionality to exclude voters from the output based on a set of criteria may also be needed.

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### 2.2.3. Prepare Election Center Site

KPB has identified that their Election Center will be at the KPB central offices, with ballot tabulation being done in the main offices and envelope processing in the Records Center, which is in a different building. While the spaces identified should be adequate for the election, KPB should make changes to enhance security in these areas.

#### 2.2.3.1. Alarms and Cameras

While KPB will be able to leverage the security features it already has in place, we recommend adding some additional security measures in the form of more cameras and alarms.

KPB should have a few cameras for viewing election processing, including in the envelope processing area and the ballot tabulation area. Ideally, the cameras will provide a feed to a monitor for public viewing when the public is not allowed to be in close proximity to the activity. The feeds for recording should record upon detecting motion, even in very low lighting, and have sufficient storage on a secure drive. In addition, the recording drive should have appropriate, separated backup.

We also recommend that both areas used for elections have door and window alarms that, if breached, provide appropriate instant notification. If not already available, the alarm system should log activation and deactivation by authorized personnel and provide the same instant notification. Notification should go to an authorized alarm company that can provide the appropriate response, as well as to the cell phones of appropriate KPB officials.

We estimate alarms and cameras will cost approximately \$10,000, although this estimate could change depending on how much existing KPB security equipment can be used.

#### 2.2.3.2. Secure Storage

The Records Center should have one locking cage or special room in which ballot return envelopes that have been received but are not ready for opening can be stored. We estimate a cage of sufficient size would cost approximately \$3,000.

The main offices already have secure storage, which would be suitable for storing ballots. We believe no updates are required in that area, with the exception of “re-keying” a conference room or two for use during the election.

#### 2.2.3.3. Onsite Access

One way to build and maintain voter confidence is to allow public access for viewing the process. Many jurisdictions provide access through a combination of video feeds, onsite tours, and public viewing areas within the election processing areas. We recommend KPB provide a reasonable level of access, while maintaining security and efficiency.

Although space is limited in the Records Center, public viewing of the envelope processing area can still be accommodated. However, KPB will probably need to impose a limit of no more than 5 persons at a time, depending on whether candidates and issue groups also have observers in the area. The public should be kept far enough from the computers being used for signature verification that voter information is not readily readable by visitors.

The ballot envelope opening area and ballot tabulation area within KPB's office will be smaller and would be best served with a wide-angle camera with a monitor available in a more public area within the KPB main office. This video could be part of the same feed for security.

Separation and security for public access can generally be well managed by requiring a sign-in and issuing colored lanyards to distinguish visitors, and then employing some simple barriers, such as stanchions with retractable belts.

Refer to Appendix A for sample layout.

#### *2.2.3.4. Air Gapping Systems*

Because of the sensitivity of information stored in election systems, we recommend that these systems be "air gapped," meaning that they are not connected to other networks<sup>9</sup>. By physically isolating this equipment and disabling any wireless capabilities, KPB will increase the security on these systems.

The Election Management System (i.e., the equipment for designing, scanning, and tabulating ballots) should always be air gapped and never accessed remotely by anyone. These systems typically complete a rigorous certification process, which also dictates how any updates to these computers are handled.

For the sorter system, KPB could choose to allow the vendor's technicians to access it remotely through a secure firewall, so that they can support KPB on an "as-needed" basis. We recommend that KPB have rules and security in place to prevent unauthorized access to the system. Depending on the sorter selected, this may include the following:

- Physically disconnecting any wired access available to the vendor (and others) at appropriate times (e.g., during an election cycle)
- Having strong password/log in requirements and setting rules for expiring passwords and accounts
- Disabling USB and similar data ports, especially on machines that may have more than one user

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<sup>9</sup> Typically the systems themselves include multiple computers/other pieces of equipment, which are networked together. However, this is a local network only.



- Buying equipment without wireless capabilities or disabling these features (this includes printers or similar accessories that might have wireless features)

KPB will need to bring some data into and out of air gapped systems (e.g., importing the voter list to the sorter, generating a list of voters for the printing/mailing vendor, etc.). Typically, these transfers are done using encrypted USB drives that are kept in secure storage when not in use.

#### 2.2.4. Develop an Automated Method for Assigning Ballot Styles

Being able to efficiently determine which ballot style each voter should receive is a key component of being able to move to vote by mail elections. Unfortunately, in local elections, state-defined precincts often get split between multiple ballot styles because boundaries for assembly districts, service areas, etc. do not always match the precinct boundaries. Therefore, determining the correct ballot style for a voter requires knowing where the voter lives in context to the area covered by each ballot style defined for an election.

The most efficient method for doing this assignment is to use mapping software, placing voters on the map based on the residential address provided in the State's voter list and overlaying the ballot style boundaries to determine which ballot style to assign. While this sounds easy, there are many complicating factors, such as

- Residential addresses in the State file may be structured differently from KPB address data, making it difficult to match them
- Precinct boundaries (which are defined by the State) are imprecise in the State maps and the textual descriptions in Statutes are sometimes vague or incorrect, causing parcels to sometimes be in the wrong precinct
- District or service area boundaries split some parcels

Therefore, any automated process will require manual review and intervention, with the amount required being dependent on the potential data discrepancies. Updates can be made to some datasets feeding an automated process, but in some cases, there are legal limitations to what is possible, meaning that KPB may need to make policy decisions on how to handle certain situations.

##### 2.2.4.1. MOA's Process

To support assigning ballot styles to voters, MOA has developed a custom "GIS process" that uses Esri's ArcGIS software and Python scripts to automate the assignment of ballot styles<sup>10</sup>. The process uses the following data:

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<sup>10</sup> The computer used to run this process is a fairly basic Windows 10 computer, with the only special installations being Python and ArcGIS.



- **State voter list:** a CSV file provided by the State that lists all registered voters within MOA (or a subset of precincts if for a special election that is for a limited area), with all the data needed during the election, including voter ID, residential address, mailing address, status, and voter identifiers.
- **Address, street, and community data:** various datasets that are used by the process to place a voter on a map based on the residential address provided by the State.
- **Ballot style polygons:** geographic boundaries of where a particular ballot style should be used. These boundaries are created by MOA’s GIS department based on the contests included in the election (e.g., which assembly districts and service areas have contests on the ballot). Because MOA wants to report results by precinct, the precinct boundaries must also be considered as there are different ballot styles for each precinct—even if the contests on the ballots are identical. MOA’s Municipal Clerk identifies the ballot style ID (which is generated in the Election Management System as part of designing ballots) that should be associated with each ballot style polygon.

MOA’s process includes two steps: (1) placing voters on the map (geocoding) using a series of rules and (2) assigning a ballot style to those voters who could be geocoded. The process then outputs a file with the list of voters, including all voter data fields provided by the State, plus the assigned ballot style ID, in the format MOA’s sorter system can import.

When geocoding voters, there are always some voters that the GIS process cannot place on the map. These are typically caused by

- Inaccuracies in the State residential addresses (either typos which the State will correct when notified or mistakes made by the voter when completing the voter registration form)
- Differences in how the State formats its addresses vs. how MOA formats them
- Incomplete residential addresses
- Variances between the address the voter uses and the official MOA address for a location

The MOA Municipal Clerk reviews these unmapped voters to determine whether, based on a set of rules, the address can be “overridden” for sake of placing the voter on the map (e.g., if there is a difference in how the State formats an address vs. MOA, an override can be entered to put the address in the MOA’s format so the voter can be geocoded). Even with this manual processing, there are some voters whose location cannot be accurately determined; these voters are left “unmapped” and do not have a ballot style assigned, which means they do not have a ballot package sent to them<sup>11</sup>. For MOA, less than 1% of voters are unmapped and the number of these has decreased each year.

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<sup>11</sup> These voters can go to a Vote Center to get a ballot or can contact MOA to request a ballot. In both cases, the voter must identify where they live so the appropriate ballot style can be provided.

After voters have been geocoded and ballot styles have been assigned, the Municipal Clerk reviews data about the number of voters assigned each ballot style and the precinct assigned to each of those voters. This process can identify problems with the ballot style boundaries, errors in the ballot style ID assigned to an area, discrepancies with precinct boundaries or assignments, and issues with the geocoding process<sup>12</sup>. The Municipal Clerk reviews these issues and makes adjustments as appropriate (e.g., to the ballot style polygons, etc.).

Fixing issues in either step triggers rerunning the process, and this cycle repeats until the Municipal Clerk is confident in the accuracy of the final file produced. While the automated GIS processing does not take long to run, the manual review and resolution of issues can be time consuming, particularly for the first State file processed during an election cycle<sup>13</sup>.

#### *2.2.4.2. Recommendations*

We recommend that KPB request a copy of MOA's Python scripts and then modify them to meet KPB's needs. Using MOA's scripts as a starting point should minimize the amount of effort required to create these processes. Changes will be required, particularly with the geocoding processes, because KPB's GIS data will likely be structured/named differently. KPB may also need to modify the format of the file output, based on the sorter solution KPB chooses. In addition, KPB will need to decide whether any changes are needed to which data elements about voters are included in the State file.

Because the output of this process is foundational to an effective vote by mail election, the process will need to be carefully vetted to ensure it is working as expected. Therefore, we recommend that KPB perform a trial run of the GIS processes (at least the geocoding portion), before the first vote by mail election starts, in order to validate the process and identify any data issues.

The first usage of the GIS process will likely identify a number of issues that need to be addressed, either in the GIS datasets, with the script, or in defining rules around manual intervention. Doing this outside of the pressures of election deadlines will make it easier to do the thorough assessment needed.

Without reviewing KPB's datasets, it is difficult to estimate the amount of time required to update the Python scripts. However, we believe it would be in the range of 30-40 hours (of a GIS analyst), plus additional time to carefully review the outputs and make logic or data updates.

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<sup>12</sup> Issues with geocoding that are identified at this stage are typically a few odd cases. For example, MOA has a trailer court that is split between two precincts. The geocoding process looks at the street number, but not the specific trailer space. Therefore, the process places all voters at that address in the same location, but some are in a different precinct. This can be adjusted through the override process so the voters receive the correct ballot style.

<sup>13</sup> The first file takes the longest because it includes ~11 months of voter changes. In addition, any problems with the ballot style polygons will be identified in during this first run.

### 2.2.5. Collect Initial Set of Reference Signatures

In a vote by mail election, the voter's identity is typically verified by validating the voter's signature on the ballot return envelope against a set of previously verified reference signatures for that voter.

The State of Alaska maintains the voter registration database and has an ongoing and growing repository of verified signatures. Therefore, over time KPB will be able to rely on an ever growing and refreshed set of reference signatures that are gathered by the State and submitted to the State by KPB after an election.

However, it is likely that the State currently has too few signatures of KPB voters to efficiently conduct a vote by mail election. While a vote by mail election could still be done if there are too few signatures, in this scenario KPB would need to manually intervene to verify a high percentage of ballot return envelopes. This intervention will typically require one of the following:

1. Asking the voter to provide identification as part of the "cure" process, which is at best cumbersome and time consuming, and at worst impossible. In addition, this process is contrary to the efficiencies envisioned for vote by mail.
2. Contacting the State of Alaska, which can, almost 100% of the time, find and send a verified signature that is on file (paper or microfiche) but not in its database. The State has cooperatively provided this service for MOA, but a large number of requests to the State during the election could be problematic for the State and would slow down the process for KPB.

*Note: Because KPB elections occur in the Fall, within the same timeframe that the State is preparing for and conducting its own elections, there may be limits on what assistance the State is able to provide. KPB will want to discuss this with the State in advance.*

Alternatively, we recommend that KPB do a signature gathering project before its first vote by mail election, which will minimize number of voters without reference signatures. To begin, KPB should complete a gap analysis to determine how many reference signatures the State has for KPB voters in its voter registration database. Unless the State has a significant percentage of voter signatures, KPB should then complete a project to scan signatures from old pollbooks and provide them to the State to build up their database of verified signatures.

The project would consist of disassembling and scanning the pollbooks from prior elections, using software to parse out each signature, saving each signature image with a voter ID identifier, and converting the image into a format the State can use. MOA used custom-built software to support this process; if KPB is able to use MOA's software, it would save a good bit of time and money.

To do the signature gathering using MOA's software, KPB will need a scanner in which pages can be fed in bulk as well as a Windows 10 computer with Python (application uses a SQLite database and a small stand-alone .NET application and Python scripts). While there are no minimum specifications for the computer, its specifications can significantly affect the speed at which scanned pollbook pages are processed.

MOA scanned pollbooks from 4 years as well as absentee applications and other forms. This effort took place over approximately 4 months, with extensive hours by election workers plus approximately 80 hours from someone comfortable working with databases, troubleshooting, etc.

Because KPB pollbooks will be smaller than MOA's, the amount of time required should be significantly less than MOA's experience. However, processing will probably take at least 40 hours for each year of pollbooks and potentially more.

## 2.3. Prepare Election

### 2.3.1. Education and Outreach

Educating voters about vote by mail before the election and answering questions during the election are important steps in building voter confidence and comfort with what vote by mail is and how they can vote and securely return their ballots. We recommend the following forms of voter engagement, as also recommended by the Election Stakeholders Group.

- **Face-to-face Engagements.** In the age of coronavirus this may be more of a logistical challenge, but a great way to educate voters is by presenting an overview of vote by mail, with Q&A time, at public gatherings such as community council meetings; chamber meetings; and meetings of the League of Women Voters, Rotary, and similar civic groups. KPB should also offer to present at other meetings (if invited), such as Republican or Democratic Party meetings, and to be guests on local radio talk shows. Some of the toughest critics ask the best questions and can become supporters.

Facility tours are another highly recommended way to engage with the voters. They get to see that the actual processing of envelopes and ballots is straightforward, transparent, and secure.

- **Election Website.** KPB should revamp its elections webpage to include vote by mail resources, such as frequently asked questions, forms, instructions, and perhaps a video or two.
- **Pamphlets.** A pamphlet is a nice-to-have option for handing out to voters and others at meetings, but these are expensive. While it might be worthwhile to have them in the first

year, it may make sense to produce an inexpensive two-sided card. Hand these out whenever possible and also have these available at KPB and city hall public counters.

- **Advertising on the Radio.** A limited number of radio stations have reasonably good Borough coverage, so we encourage radio advertising, especially if you can secure these as free public announcements.

TV advertising is not particularly effective because there are just too many options for viewers, and it is very expensive. Therefore, we do not recommend that KPB pursue any TV ads.

- **Social Media.** KPB and the cities should agree on some consistent messaging about voting by mail and provide that content on Facebook pages. In addition, use a single Twitter account to disseminate election messaging leading up to the election. A critical component to effective social media usage is being timely in responding to messaging, especially to comments that contain misinformation or questions.

### 2.3.2. Identify “Undeliverable” Voters Before the Election

To give voters an extended opportunity to engage in voting, State law provides for a long process and time period before the State Division of Elections can “purge” or remove a voter from the voter registration database. During part of this period, many voters end up in a status of “UN” or “Undeliverable,” which essentially means that the mailing address information in the State’s database may no longer be valid for the voter because the mail has been returned to the State as “undeliverable.” In addition, there are likely many other voters not yet identified as being undeliverable in the voter registration database but for whom the mailing address is no longer valid. Based on MOA’s experience, the number of voters meeting one of these criteria within KPB could be upwards of 20% of registered voters<sup>14</sup>.

In a poll-based election, the voter’s status as undeliverable is less important as the voter is still eligible to vote and just shows up at the precinct. However, in a vote by mail election, mailing ballots to these undeliverable voters will increase costs as ballot packages that cannot be delivered are printed and mailed. KPB can reduce their printing and mailing costs by defining policies around who is mailed a ballot package in an election, as discussed in Section 2.2.1: Update Legislative and Administrative Rules to Support Vote by Mail.

*IMPORTANT: The voters would still be eligible to vote and may vote by requesting a ballot—these voters just wouldn’t be mailed a ballot package initially as it would likely be returned by the Post Office. After appropriate verifications, KPB can meet a voter’s request for a ballot by*

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<sup>14</sup> MOA, which has more than 200,000 registered voters, has seen tens of thousands of “undeliverables” each year.

*mailing it (to an updated mailing address) or by having the voter come into a Vote Center (refer to Section 2.5.2: Vote Centers).*

In combination with that policy, we recommend that KPB use a pre-election mailing to proactively identify voters who are undeliverable so that the State can update that information in the voter registration database before the KPB election cycle begins. With this process, KPB would mail all registered voters a “Notice of Election” postcard approximately 90 days prior to an election.

The postcard provides information about the upcoming election and may include the residence address on file, as well as information about how voters can update their information with the State. Subject to agreement with the State, any postcards returned as “undeliverable” can be provided to the State, and the State updates its records to show these voters as being undeliverable<sup>15</sup>.

Sending postcards does incur printing and mailing costs. However, postcards are much cheaper than ballot packages, so the savings from proactively identifying voters who will be undeliverable (and therefore not sending them a ballot package) should more than offset the postcard costs. In addition, since the postcards can be forwarded (unlike the ballot packages), they become a reminder to voters (for whom forwarding is still active) to update their information with the State, before the election.

By taking steps to minimize the ballot packages sent to voters with known bad addresses, KPB will

- Avoid wasting money on ballot packages that can’t be delivered
- Avoid putting ballots into the mail stream that won’t be used (or might be the subject of illegal voting attempts by other persons at the address)
- Avoid the administrative burden of processing, storing, and later destroying these undelivered ballots

### 2.3.3. Design Envelopes

For a vote by mail election, KPB will need to design 3 envelopes:

1. Outer ballot package envelope
2. Ballot return envelope
3. Secrecy envelope or sleeve

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<sup>15</sup> To make it easier for the State, MOA developed a process in which they run returned postcards through the sorter and generate reports that show voter IDs as barcodes so the State can more quickly update their records. KPB will likely want to develop a similar process so that the State can make updates to their records quickly. KPB should coordinate with the State in advance to ensure the State has sufficient resources at the needed time.



KPB's current envelopes may not need significant design changes but should be reviewed. Both the outer ballot package envelope and the ballot return envelope must meet USPS Election Mail standards. The USPS has a group specifically authorized and trained to approve envelope designs. Most print vendors that do election mail are familiar with the standards and can help KPB meet the standards.

The ballot return envelope design is especially important in communicating with the voter as well as in supporting envelope processing by election workers. This envelope should have the following features:

- **Text and color to identify it as KPB election mail.** This helps the voters and the election workers to quickly identify the mail. Strategic placement of the color on the envelope helps election workers sort and properly orientate the mail for feeding into the sorter.
- **Text providing useful information to the voter**, such as the deadline for the election (e.g., "Please return your ballot by 8 p.m. Election Day October 6, 2020") or other reminders.
- **Voter's name**, which is helpful to election workers needing to look up a voter or find a particular envelope.
- **A unique identifier in a location and format that can be read by the sorter.** This identifier is a number assigned to the voter that is specific to the election and is not used with any other voter or subsequent election. The identifier is often referred to as the ballot envelope ID and is typically printed as a barcode on the envelope. This ID number is scanned by the sorter system for use in tracking/verifying which voters have returned a ballot and in determining how to sort the envelopes (e.g., "good" envelopes sort into the appropriate bin; "bad" envelopes are out-sorted for further investigation by election staff).

*Note: If KPB wants to include "I voted" stickers in the ballot packages, these can be affixed to the secrecy envelope/sleeve for removal by the voter. Including this sticker will increase printing/mailing costs.*

### 2.3.3.1. Inclusion and Security of Personal Identifiers on Ballot Return Envelopes

A key element of vote by mail is ensuring the ballot returned was voted by the right person. Verifying this typically requires that the voter provide some "proof" of their identity.

Currently, KPB requires the ballot return envelope for mailed ballots to have

- At least one personal identifier, such as birthdate, voter ID, or last 4 of the Social Security Number
- Voter's signature
- The attesting signature of a qualified witness (KPB Code 4.120.010D)

Of these, we recommend that KPB continue requiring the voter's signature, which would be verified against a set of known signatures for that voter. While having an attesting signature

would provide an additional, reasonable assurance of the voter's identity, requiring this could disenfranchise voters who are unable to find a witness.

We strongly discourage having personal identifiers included on the envelope, even if hidden by a flap on the envelope. We believe the risk of this information being stolen/misused outweighs the justification for requiring it<sup>16</sup>.

We understand KPB is concerned about signatures being visible on the ballot return envelopes. A flap that covers the signature may be required (depending on the opinion of KPB's legal staff) or may be included to increase voter confidence.

*Note: If KPB chooses to continue requiring personal identifiers such as SSN or birthdate, having a flap becomes more critical—if not mandatory—because of the sensitivity of the information.*

While some jurisdictions use a flap, many do not<sup>17</sup>, and having a flap adds expense that may not be justified. We recommend avoiding it, if possible, for the following reasons:

- **Additional printing costs.** Larger closure flaps can be more expensive because they involve more paper content and, in some designs, more adhesive.
- **Additional costs for processing returned envelopes.** Because mail sorter systems are designed to scan signatures as part of the sorting process, KPB would either have to manually remove the flaps prior to sorting or its sorter would have to have the hardware/software to remove the flap during processing. If doing it manually, KPB would need additional staff to support this effort. If done mechanically, the sorter cost will be higher (as a ballpark, likely more than \$30,000, plus increased ongoing maintenance costs). In addition, requiring this functionality may limit which sorters meet KPB's requirements.

The primary voter concern behind having the flap is that the voter's signature could be stolen while the envelope is in the mail stream and used for identity theft. While this is possible, we are not aware of any circumstance where it has happened, and the risk appears to be very low. For voters concerned about this, the best alternative is to use a secure drop box provided by KPB or to drop the envelope off at a Vote Center (refer to Section 2.6.1.2: Drop Boxes and Section 2.5.2: Vote Centers for more information).

#### *2.3.3.2. Including Prepaid Postage on Ballot Return Envelopes*

The Election Stakeholders Group report contains a reference to "prepaid postage" for the ballot return envelopes. Having postage pre-paid is an obvious convenience for voters, some of whom

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<sup>16</sup> K&H, a major West Coast ballot package printer (and the vendor for MOA), serves about 20 million vote-by-mail voters. None of the jurisdictions they work with put SSN numbers or birthdate on the envelope.

<sup>17</sup> K&H has less than 10% use a flap to hide signatures.



are in more remote locations where quickly getting postage is not as easy. However, in addition to the added expense to KPB, there may be some additional drawbacks.

KPB currently supplies postage pre-paid envelopes for its 6 vote by mail precincts. We recommend this policy be changed in an area-wide vote by mail model. However, if KPB wants to explore providing pre-paid envelopes for the entire election, it should first have conversations with the USPS to see what its most current offerings are for election mail.

Our current understanding is that not all postage pre-paid mail routinely gets a postmark. If a ballot's timeliness is dependent on a postmark (as it is under current Code), using prepaid postage increases the risk that some ballots will be rejected as untimely as the postmark may not be on some ballot return envelopes.

In addition, we also understand that some types of postage pre-paid mail are not treated by USPS the same as first class priority mail, meaning this form of mail may be slower to go through USPS processes. This may also affect the timeliness of receipt by KPB, causing the rejection of some ballots.

Given that the majority of voters wait until the final days of the election to submit their ballots, we recommend that KPB avoid mailing options that might both delay return and give no indication to election officials as to when the envelope was actually mailed. We recommend that voters provide their own postage or use the other available return options.

#### 2.3.4. Obtain and Process Voter List

Each election, the list of eligible voters is pulled from the State's voter registration database. This information changes frequently as new voters register, existing voters update their information (e.g., name, address, house district, precinct) or status (e.g., move out of state), or the State purges voters who haven't participated in many years.

Under State statutes/regulations, voters can register or change their information up to 30 days before Election Day. Because this deadline is based on when the voter's update was postmarked, the State may receive timely updates for approximately 5 days after the deadline. Therefore, KPB will not have a final list of eligible voters until about 3 weeks before Election Day, right about the time that KPB likely wants to mail ballot packages to voters. This can create timing issues for printing and mailing ballot packages as the vendors will need more lead time. Therefore, KPB will need to work with the printing/mailing vendor to understand their deadlines for the voter list based on KPB's date for mailing ballot packages and the expected volume (and factor these into the deadlines defined in Code—refer to Section 2.2.1: Update Legislative and Administrative Rules to Support Vote by Mail).

We also recommend that KPB coordinate with the State in advance in terms of

- What voter data KPB needs in the file

- The file type
- Timing of the file(s)
- Method for transferring the files (refer to Section 2.3.4.1: Transferring Voter Data)

*Note: As long as the format will meet KPB’s needs, it will likely be easiest if KPB can use the same voter file definition as MOA.*

As an example of how the voter list process could work, the following table describes MOA’s procedure at a high level (refer also to Section 2.2.4: Develop an Automated Method for Assigning Ballot Styles for a more detailed description of what is done). To meet the printing/mailing schedules and ensure all voters get ballots, MOA gets the voter list 3 times from the State for each election.

State File	Timing	Process/Output
#1	~2 weeks before printer’s deadline for the initial file; typically around the time ballot designs are complete, as ballot styles must be known first	MOA runs the automated process to assign ballot styles to each voter, which produces a list of voters that is loaded to the sorter. The sorter produces a list of eligible voters who will be mailed ballot packages, which is given to the printing vendor so they can begin preparing ballot packages.
#2	~1-2 days before printer’s deadline for the final file (often 3-5 business days before mailing)	<p>MOA runs the automated process to assign ballot styles to each voter, which produces a list of voters that is loaded to the sorter. The sorter produces</p> <ul style="list-style-type: none"> <li>• A list of information for new or changed voters since the original file</li> <li>• A list of “yanks” (i.e., voters in the original list who should no longer be mailed ballot package based on changes to the voter’s record in the second State file)</li> </ul> <p>These lists are provided to the printing vendor, who finishes preparing ballot packages and mails them.</p>

State File	Timing	Process/Output
#3	~1 day before mailing date (this delivery also includes reference signature files)	MOA runs the automated process to assign ballot styles to each voter, which produces a list of voters that is loaded to the sorter. The sorter produces the list of new/changed voters since the second State file. MOA prepares and mails ballot packages for these voters.

How many State files KPB will need will depend on the printing/mailing vendor’s requirements. In addition, KPB may choose to have the vendor do the final mailing instead of processing it internally, depending on the vendor’s capacity and how quickly KPB wants those ballots mailed.

If KPB uses a process similar to MOA’s, we estimate the following staff time will be required for processing the State file (although this will vary based on number of ballot styles, number of new/changed voters, etc.):

Activity	1 <sup>st</sup> File	2 <sup>nd</sup> File	3 <sup>rd</sup> File
Preparing Ballot Style Polygons (GIS staff and Election staff)	15-30 hours	N/A	N/A
Geocoding and assigning ballot styles (Election staff)	12-16 hours	6-10 hours	4-8 hours

#### 2.3.4.1. Transferring Voter Data

KPB will need a method to obtain the voter files and signature images from the State and to share voter information with the printer. The files will include confidential information—such as voter ID, date of birth—and must be transferred and stored securely. In addition, because timelines are often tight, data transfers largely need to be “same day” so current KPB’s method of using a CD may no longer be sufficient. MOA currently has an SFTP site that is used for transferring data with the State, and MOA’s printing/mailing vendor hosts an SFTP site used for exchanging data with them.

*Note: For MOA, using SFTP for transferring reference signature files is getting more problematic with each election as the number of files increases each year, so it takes many hours to upload and download the .zip file containing them. KPB has about a quarter of the voters that MOA does, so KPB should have fewer difficulties.*

## 2.4. Print and Mail Ballot Packages

KPB already has a vendor for printing ballots and mailing its ballot packages to the absentee voters. However, KPB will need to determine whether it can expand the existing contract to include mailing to all eligible voters or whether it will need to go out to competitive bid. Assuming it can continue with the current contract, KPB will need to determine if the current vendor can meet the requirements, described below. Total estimated costs, at \$42,000, are based on 50,000 packages at known pricing from one vendor<sup>18</sup>.

### 2.4.1. Print Ballots

The vendor needs to be able to print more than 50,000 ballots capable of being scanned on KPB's ballot scanners, all in a short timeframe.

*Note: Some Election Management System vendors require that a printer be certified to print ballots for use on their equipment.*

Ballots may be two-sided and of varying lengths. In addition, ballots may be serialized and have detachable stubs.

The process is very similar to what is currently being done, but ballots generally need to be ready earlier than in the current poll-based elections. Ballots may cost around \$.30 each.<sup>19</sup>

### 2.4.2. Print Envelopes

The print vendor will need to be able to print both outer envelopes and ballot return envelopes, along with secrecy sleeves and any other inserts. Envelopes may include more than one color and will have both "static" information (e.g., instructions and KPB's return address) and variable information (e.g., voter name and address and the ballot package ID).

The vendor has to print envelopes to minimum standards so that the envelopes are readable, especially the ballot package ID which needs to be read by a scanner on the sorter.

Envelopes can be ordered and printed well before an election, as long as KPB or the printer has sufficient storage space. Estimated printing is approximately \$.07 for each envelope (outer, return, secrecy) and \$.02 for the "I voted" sticker.

### 2.4.3. Build Ballot Packages (Including Inserts)

The print vendor needs to accurately manage the data provided by KPB and properly assemble the ballot packages so each voter gets exactly the right ballot, with the appropriate inserts. The

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<sup>18</sup> Prices will likely vary between vendors and also based on size of orders.

<sup>19</sup> Our estimated total price used 1 ballot per voter. This does not account for the additional costs of ballots for city elections.

types of envelopes used can add other complexities. For example, if a windowed outer envelope is used, voter information is only printed on the ballot return envelope. However, if non-windowed envelopes are used, voter information must be printed on both the outer envelope and the ballot return envelope, meaning that the printer must ensure that the two envelopes within a ballot package are for the same voter.

Because of some of the complexity around building the ballot packages, the print vendor needs to have a high level of quality control. In addition, the vendor must have sufficient on-site security during the entire period that ballots and voter data are at the printer's facilities. Finally, the vendor needs a well thought out and executable disaster recovery plan.

Ballot package assembly is estimated at \$.30 per package.

#### 2.4.4. Mail Ballot Packages to Voters

With a vote by mail election, there is an initial "mail drop" on a day designated by KPB in which ballot packages are put in the mail stream for all eligible voters (who meet any KPB criteria for being set a ballot package in this initial mailing).

*Note: "Replacement" ballot packages may be subsequently sent to voters upon request. Refer to Section 2.4.5: Re-issue Ballot Packages (Temporary Addresses and Replacement Ballots) for additional information.*

Mailing costs will be depending on factors such as weight of the ballot package and how many are mailed. We estimate costs at approximately \$.41 per piece, or \$20,500 for 50,000 ballot packages.

#### 2.4.5. Re-issue Ballot Packages (Temporary Addresses and Replacement Ballots)

Throughout an election, voters may need

- A ballot package mailed to a different address (e.g., voter is traveling or the voter's mailing address on file with the State is wrong and it's past the deadline for updating)
- A replacement ballot mailed (e.g., previous one was not received, ballot was fouled in some manner, ballot was not mailed because the voter is designated as being "undeliverable" but the voter says the address is good)

KPB will need to have processes in place for documenting and fulfilling these requests. As part of this, KPB will need to make decisions such as

- Will KPB produce and mail the ballot packages or will the printing/mailling vendor do so?
- At what point in time will KPB stop mailing ballot packages (i.e., because the package is unlikely to arrive before Election Day)?

How temporary addresses and replacement ballots are handled will also be affected by the capabilities of the sorter solution that KPB selects.

### 2.4.6. City Participation

If the cities want to participate with KPB in a vote by mail election, we recommend that KPB require that each voter is sent a single ballot package with appropriate city and Borough ballots for that voter. Having separate ballot packages (one for KPB and one for the city) will significantly increase complexity in managing the election while also increasing printing, mailing, and staffing costs. In addition, a requirement to have multiple ballot packages would likely limit which sorting solutions might work for KPB.

As mentioned above, each ballot return envelope is labeled with a unique ID for the election, which helps ensure that a voter doesn't submit more than one ballot. Issuing multiple ballot packages for a single voter and having the sorter properly identify potential duplicates might not be supported in a feasible way by sorting systems. As an example, the MOA sorting solution only supports a voter having one active ID in an election, and once one ballot return envelope with that ID is received, any subsequent ballot return envelopes with that ID are out sorted as duplicates. With MOA's system, to support multiple ballot packages per voter, KPB would have to create multiple elections and then switch between them during processing (since only one election can be active at a given time). This would have the net result of multiplying the amount of effort required as it's the equivalent of having multiple simultaneous elections.

Other potential problems with having multiple ballot packages per voter include the following:

- Voters will make mistakes and put the wrong ballots in the wrong return envelopes, creating more work for election officials and more opportunity for errors.
- Voters will return all the ballots in one of the two return envelopes, creating more work for election officials and more opportunity for errors.
- Signatures would need to be adjudicated for each ballot return envelope, increasing the amount of time required. In addition, if one envelope is accepted and another gets flagged for a potential issue, it could cause voter anxiety and confusion.
- All processes and systems—from the call center to Vote Centers to issuing replacement ballots—would have to support multiple ballot packages per voter, which is more complex and could ultimately lead to voter confusion.

## 2.5. Voter Support

### 2.5.1. Call Center

During an election, voters will have questions about many things, including the process, when they will receive their ballots, how to get a replacement ballot, whether their ballot has been

received by KPB, etc. KPB should have a designated phone number for elections<sup>20</sup>, which is published in all media and communications. In the first year of vote by mail, plan to have 2 people staffing the Call Center. In subsequent elections, staffing can be reduced to one person or the operations could be absorbed by the Clerk's Office staff.

The Call Center should open about 4 weeks before Election Day and, depending on call volume, remain open for a few days after Election Day. Center staff need to have good training and a readily available script on how to answer most questions, so that the messaging is consistent and accurate.

The Call Center does not need elaborate equipment: desks, computers, and phones should be sufficient. Ideally, the KPB phone system already has calling features that are useful, such as a helpful customizable hold message, call rolling, and the option to leave a message.

While talking with voters, Call Center staff must be able to look up information about the voter and whether that voter's ballot has been received, so they can answer inquiries. Whether ballot receipt information is real time (i.e., Call Center staff are connected to the sorter's database) or point-in-time (e.g., updated once per day with updates from the sorter) will depend on several factors, including physical space limitations, noise levels (sorters can be noisy), and the relative importance of having real-time information available.

*Note: Some sorter systems include functionality for allowing voters to look up online whether their ballots have been received. This functionality may have additional costs and require more security measures for the sorter system.*

If point-in-time information is sufficient and the Call Center is disconnected from the primary sorter, staff will need a tool for looking up voters<sup>21</sup>. This tool would need to get updated with information about processed ballot return envelopes on a regular basis.

### 2.5.2. Vote Centers

Vote Centers provide a location for voters to go if they didn't receive a ballot, need a replacement ballot because they fouled their original ballot, need other assistance, or want to drop off a ballot.

When a voter is given a ballot at a Vote Center, the voter is also given a secrecy sleeve and a ballot return envelope—just as the voter would have received with a mailed ballot package. The voter places the voted ballot in the secrecy sleeve and ballot return envelope, and it is processed on the sorter, just like ballots returned in drop boxes or in the mail. In addition, voted

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<sup>20</sup> There doesn't appear to be an election-specific phone number on the KPB election webpages, unless it is added/activated closer to each election.

<sup>21</sup> MOA has a stand-alone Access database for use by the Call Center.



ballots printed by ADA-compliant machines available at each Vote Center will be placed in a ballot return envelope for processing, just like all other ballots.

In order to support voters, Vote Centers must be able to

- Verify whether a person is a registered voter in KPB (or whether the voter must vote a questioned ballot)
- Identify the appropriate ballot style for the voter based on the voter's residential address
- Provide the appropriate ballot to voters who request one, along with a secrecy sleeve and a ballot return envelope that includes the ballot envelope ID the sorter solution can read
- Secure voted ballots until they are taken to the central processing location
- Secure election materials

While there is technology available that would allow Vote Centers to have access to real-time data from the centralized system, this increases security requirements and is not vital in Alaska, especially since voters must be registered 30 days in advance of Election Day (so voter information does not change).

However, without real-time access, KPB will need to provide a static copy of the voter information at the Vote Centers. MOA has opted to do this type of offline model and has created a stand-alone Access database that is installed on each laptop used at Vote Centers. This Access database, which is loaded with voter data once at the beginning of the election, allows Vote Center staff to look up a voter, verify the voter's identity using personal identifiers, determine the appropriate ballot style, and print a barcode label that is placed on the ballot return envelope so that the sorter can identify the ballot return envelope as being for a particular voter.

For the ballots, KPB can keep a preprinted stock of ballots (of a variety of styles) at the Vote Centers, with which styles and the number of each being based on the Vote Center location and likely demand for a particular ballot style in that location. In addition, KPB could use "ballot on demand" printers, which allows them to print a ballot of any style at the Vote Center.

We recommend KPB have 5 Vote Centers, in the following locations:

- Borough Office
- Homer
- Kenai
- Seldovia
- Seward



Each Vote Center should have 2 laptops<sup>22</sup> and 1 Dymo label printer. In addition, Vote Centers at the Borough Office, Homer, and Kenai should have an Okidata<sup>23</sup> ballot printer.

*Note: KPB is planning on having one ADA compliant voting machine at each Vote Center. If these machines can be used by any voter, regardless of need, KPB may not need the Okidata printers for printing ballots on demand. Alternatively, KPB could discuss using MOA's Okidata printers, at least in the first year, to save some money and to see if both the printers and the ADA machines are needed, without actually buying printers outright.*

KPB may also want to have printed maps at the Vote Centers to assist in determining the appropriate ballot styles to those voters for whom this couldn't be identified when processing the voter list (refer to Section 2.2.4: Develop an Automated Method for Assigning Ballot Styles).

Assuming KPB purchases new equipment for the Vote Centers, we estimate a total equipment cost of approximately \$20,000, which includes some contingency for additional equipment such as tables, power cords/strips, secure boxes for voted ballots, miscellaneous supplies, etc.

Vote Centers should open about a week prior to Election Day, although it may be useful to have one location (e.g., the Borough Office) open earlier to help voters who have special needs. On Election Day, Vote Centers should stay open until the election ends at 8:00 PM.

Each Vote Center should have 3 staff members present (refer to Section 2.8: Staffing Requirements for estimated staffing costs). It may be possible for city officials to provide staffing for some of the Vote Centers. All staff working at a Vote Center should be trained at the same time to ensure that they have received consistent instructions.

## 2.6. Process Returned Envelopes

### 2.6.1. Pick Up Returned Envelopes

#### 2.6.1.1. Mail Pick-up

KPB staff may already be familiar with the process for picking up mail from the Post Office, given its ongoing vote by mail program.

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<sup>22</sup> We recommend two, in case there is a failure on one. While laptops have the convenience of being more portable, KPB could substitute desktops with monitors, if desired or if it would save money. The computers can be relatively low end, with the exact requirements being determined by what tool KPB uses for workers to look up voters, etc.

<sup>23</sup> There may be other, less expensive ballot-on-demand printers, but the Okidata printers are known to work well and are used by both the State and MOA.

Assuming USPS is not delivering to KPB and that KPB wants the election mail to be separate from other KPB mail, KPB should use a separate address only for election mail. USPS will then segregate this mail from other KPB mail.

If pre-arranged, KPB can send a 2-person team to pick up election mail from USPS on a routine schedule.

*Note: KPB must provide the names of authorized individuals to USPS as they allow only named individuals to pick up mail.*

Especially if KPB gives voters an opportunity to “cure” their ballot return envelopes, KPB should pick up mail each day of the voting period, starting the day after ballot packages have been mailed and ending when KPB stops accepting ballot return envelopes (i.e., when envelopes are deemed “too late,” even if they had been postmarked in time).

### 2.6.1.2. Drop Boxes

Outdoor secure drop boxes are an important convenience for voters. If properly designed and located, they provide a great way for voters to easily return their ballots at any hour and, in some cases, without even having to get out of their vehicles.

**Locations and Property Owner Approval.** Drop boxes should be placed in locations with good lighting, traffic flow that avoids congestion and accommodates persons with disabilities, routine snowplowing, and (when practical) security cameras. In larger jurisdictions, places like government offices, schools, and larger retail often have these features<sup>24</sup>. High schools work very well because they typically have all the needed features and (with certain exceptions) low traffic volumes over most of the day.

When placing drop boxes, curbside locations are great because they can offer both walk-up and drive-up service, but KPB may want to avoid scenarios where the box is in a right of way it does not control.

We suggest close consideration be given to placing drop boxes in the following locations:

Community	Possible Dropbox Locations
Anchor Point	Anchor Point Senior Center (Mile .25 Milo Fritz Road)
Homer	Homer City Hall (491 E. Pioneer) or Homer High School
Homer (east)	Kachemak Community Center (59906 Bear Creek Drive)
Nikiski	Nikiski Middle/High School or Nikiski Pool

<sup>24</sup> Based on MOA’s experience, Post Offices are not willing to have drop boxes.

Ninilchik	Kenai Peninsula Fair Grounds (16200 Sterling Highway) or Ninilchik School (15735 Sterling Hwy)
City of Kenai	Kenai City Hall (210 Fidalgo Ave.) or Kenai High School
Seward	Seward City Hall (5th and Adams) or Seward High School
Soldotna	Borough Offices (144 N. Binkley Street) or Soldotna High School <i>Note: Soldotna should likely have two locations</i>
Sterling	Funny River Community Center (35850 Pioneer Access)

KPB must work with location owners early because the owners will want to have control over where the drop box is placed and will want to work out any liability concerns with KPB (these discussions will need to include the KPB risk manager). Resolving liability concerns is a little harder when dealing with private property owners (e.g., churches, retail locations) but is generally not a significant issue with government/school district locations.

**Sizing and Price.** Boxes need to be sturdy and tamper proof, preferably anchored to the ground or so heavy as to be an unattractive target for theft. In locations where daily checks are not warranted, larger boxes, such as MOA has, may be a good choice.

Assuming KPB purchases drop boxes from the same vendor and of the same style as MOA, each drop box would cost approximately \$3,000-\$3,500 each, plus shipping (which will be relatively high because of their size and weight).

KPB could also place smaller, tabletop ballot boxes inside the various Borough and City Clerk Offices.

**Emptying Drop Boxes.** How frequently KPB checks drop boxes will depend on the size of the box and the estimated number of voters who may use it. Most drop boxes should be checked at least once a day<sup>25</sup> and have the ballots removed. Removing ballots daily minimizes the risk of damage from vandals and potential issues with ambient moisture.

For security/chain of custody reasons, drop boxes should be checked by a team of 2, not unlike when transporting ballots to and from a polling location. A typical box can be checked, emptied, and re-sealed in approximately 5-10 minutes.

<sup>25</sup> On Election Day, more heavily used drop boxes should be checked in the morning as well as at 8:00 PM when the election ends.

*Note: Because checking drop boxes doesn't take long (other than travel time), a single team can check multiple drop boxes. However, on Election Day, all drop boxes need to be locked simultaneously at 8:00 PM. Therefore, at that time, KPB will need one team for each drop box.*

Where possible, ballots from drop boxes should be delivered to the Election Center for processing on the same day they are picked up. However, for more remote locations, daily delivery to the Election Center may not be practical, and ballots may be stored inside a secure facility, such as in the various city offices (Homer, Seldovia, Seward) until they can be transported to the Election Center.

If KPB institutes a “cure opportunity” (refer to Section 2.6.4: “Cure” Ballot Return Envelopes), how timely envelopes are received at the Election Center becomes very important as KPB will want to identify issues and notify voters as quickly as possible. To support “curing,” KPB may need to get creative, particularly for the locations located further away from the Election Center. For example, KPB could

- Encourage voters to vote early so there is more time to cure.
- Encourage voters to add their phone or email to the ballot return envelope so KPB can call them if there is an issue.

*Note: KPB would need to include places for this information when designing the ballot return envelope.*

- Contract with commercial services that can provide daily delivery. If this is done, the envelopes should be boxed and locked, with a tamper evident seal that includes a tracking code.

## 2.6.2. Scan and Sort Returned Envelopes

Most election mail sorting is done in a two-step process.

The first step validates the envelope, separating ineligible from eligible envelopes. Ineligible envelopes include those that

- Are too damaged to be run through the sorter
- Are something other than a return ballot envelope for this election
- Have been voided
- Are for a voter who has already returned a ballot (refer also to Section 2.6.2.1: Which Ballot Counts if a Voter Returns Multiple?)

*Note: Some sorters also include functionality that will out-sort envelopes that are too thick or too thin.*

The eligible envelopes are those that are ready for signature verification (refer to Section 2.6.3: Verify Signatures for more information).

After signature verification is complete, the second step sorts the verified envelopes based on those that have “good” signatures and those that were flagged as having an issue, such as no signature, no matching signature, or missing any other required information (witness, identifier, etc.).

One option generally available with sorters is to have this second step sort the “good” envelopes by precinct. However, since KPB’s new Election Management System can report results by precinct, sorting the envelopes by precinct is not required. A decision to simply sort to “good” bins would save on cost and configuration of the system as well as administration of the envelopes. Therefore, we recommend that KPB not sort envelopes by precinct.

#### *2.6.2.1. Which Ballot Counts if a Voter Returns Multiple?*

Voting more than once in any election is, of course, illegal. However, although rare, it is not uncommon for a few voters in a vote by mail election to return more than one ballot return envelope. Some very small percentage of this number might be a deliberate attempt at fraud, but most instances are voters who sincerely forget they have previously voted. Here are two common occurrences:

- The voter is mailed a ballot but goes to a Vote Center and votes there. The voter also sends back the mailed ballot either before or after voting at the Vote Center.
- The voter is mailed a ballot to their home address, but then travels and asks to be mailed a ballot at the temporary address. Occasionally, if the timing of when they are each location “works out,” and the voter votes and returns both ballots.

Mail sorter systems are designed to catch circumstances where the voter has attempted to vote twice, which is another reason for the unique ballot ID identifier on each ballot return envelope. However, each jurisdiction needs to decide which ballot counts if a voter returns multiple.

We recommend that KPB set its rules to count the voter’s first ballot return envelope received for the following reasons:

- **Timeliness of reporting results:** With “first one counts,” KPB can process envelopes and scan (but not tabulate) ballots prior to all ballot return envelopes being received. With a different rule, KPB would have to hold all envelopes until after the election closes (not knowing if a second one might come in), which would greatly delay results.
- **Discourage attempts to vote twice:** Counting the first ballot received removes the incentive and greatly discourages voters from trying to vote again.
- **Simplifies explanations:** “First one counts” is very easy to explain and for voters to understand.

If a voter returns more than one ballot, subsequent voting attempts should be reported to either the local police or State Troopers for investigation. In addition, we recommend sending a letter to the voter reminding them that they cannot legally vote twice.

#### *2.6.2.2. Notifying External Entities of Who Has Voted*

KPB may want to produce a daily report that lists the voters for whom KPB has received a ballot return envelope, based on information from the sorter system.

*Note: This only identifies who returned an envelope; it doesn't provide any information about how the person voted.*

Candidates and issue groups often appreciate getting this information as they then know to no longer target voters who have already voted—and voters likely also appreciate getting fewer political ads and robocalls.

If KPB provides this information, they will need to include the voter identifier that the State includes on the voter lists it distributes members of the public who request them. This identifier is different from the voter ID.

#### *2.6.2.3. Securing Envelopes*

As mentioned in Section 2.2.3.2: Secure Storage, ballot return envelopes will need to be secured in the Records Center when not being actively processed.

### **2.6.3. Verify Signatures**

KPB may choose to verify signatures using

- An automated process where the sorter software compares signatures
- A manual process where election officials verify signatures, typically having 2 officials review each signature
- A combination of the two

*Note: A decision on whether to use automated signature verification should be made when selecting a sorter solution to ensure that the sorter meets KPB's requirements.*

We recommend at least one signature review step be done by an election official, rather than leaving it entirely to the software. Doing signature verification entirely manually is also a viable alternative and may give voters a greater confidence in the process, knowing that each signature is being reviewed by two individuals. Many jurisdictions, including MOA and King

County (WA)<sup>26</sup>, use such manual processes, where each signature is reviewed by two different election officials trained in signature verification.

When manual verification is done, officials are trained each year in signature verification before the election. MOA's training is done by the Washington State Patrol (their version of the AK State Troopers), with the trainer coming to Anchorage each year. KPB could potentially participate in that training or bring the WSP official to KPB for training at a reduced cost, if they shared some of the travel expenses with MOA. However, the downside of this is the timing difference between MOA's election and KPB's election.

#### 2.6.4. "Cure" Ballot Return Envelopes

Sometimes there are issues with ballot return envelopes, such as the voter forgets to sign or to provide other required information or KPB cannot determine a signature match. We recommend that KPB implement a process in which voters are notified of these issues and given an opportunity to "cure" the problem, so that their ballots can be counted.

*Note: Based on MOA's and King County's experience, after the first election, only about 1% of votes cast require this "cure" process.*

The voter could be contacted by form letter, called, or emailed (if phone number or email are included on the ballot return envelope). Regardless of the contact method, KPB would explain the problem and give the voter a chance to fix it, as long as the voter responds before the deadline for curing.

In order to avoid disenfranchising voters, we recommend voters be allowed to cure up to the day of the public session of canvas (currently the Monday following the election, KPB 4.90.020). For example, a voter who drops off a ballot on election night could expect to get a notification within a day or two and be able to respond prior to the deadline.

When voters are allowed to "cure" their envelopes, it becomes increasingly important that KPB pick up and process ballot return envelopes as quickly as possible so that notifications can be given to voters in a timely manner. The faster a voter is notified of an issue, the longer the period of time the voter has to resolve that issue so that the ballot can be counted.

#### 2.6.5. Open Ballot Return Envelopes/Prepare Ballots for Scanning

After ballot return envelopes have been successfully verified (i.e., are a "good" envelope on the second run through the sorter), the envelopes can be opened and the ballots removed. The process will likely be the same as KPB uses for its current vote by mail precincts.

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<sup>26</sup> A short video of King County's process is here:  
<https://www.kingcounty.gov/depts/elections/education-and-outreach/take-a-tour.aspx>



Typically, the envelopes will be run through an envelope opening machine, which slices a thin strip off the envelope so that contents can be easily removed. Ballot return envelopes are then given in batches to 3-member envelope opening teams who

1. While keeping the envelope “face down” to hide the voter’s name, remove the security sleeve (with the ballot inside) from the ballot return envelope, separating the ballot from the return ballot envelope. The return ballot envelopes are then set aside so that the ballot is no longer associated with any information that would identify which voter cast that ballot.
2. Separate the ballot from the security sleeve.
3. Open and flatten the ballot. If there are obvious potential issues with the ballot that would cause it to not be scanned, it can be set aside to be facsimiled.

Envelope opening teams take steps to ensure that all envelopes have been emptied and that all ballots are accounted for. KPB will need to define the procedures that the opening teams will follow.

Once this process is complete, ballots are ready to be scanned. KPB will need to securely store these ballots in their main office. We are anticipating a conference room will be “re-keyed” during the election and used for secure storage.

#### *2.6.5.1. Timing of Scanning Ballots*

As mentioned earlier, KPB will need to decide when to scan ballots. Note that this is just scanning them—tabulation of results should never be done until after the election closes at 8:00 PM on Election Day. While KPB could wait to scan ballots until after 8:00 PM on Election Day, this will delay delivery of results as it will take time to scan the ballots. Therefore, we recommend that KPB define how far in advance scanning can begin. This timing varies by jurisdiction, with some allowing it to begin only the day before or on Election Day. We recommend that KPB allow scanning to begin at least a couple days before Election Day to give greater flexibility in staff assignments.

## 2.7. Store Election Records

### 2.7.1. Providing Election Information to the State

When an election is complete, KPB will need to provide the State with the following information:

- Which voters returned a ballot
- Signature images from the ballot return envelopes of voters whose signatures were verified



Providing the State with the signature images will help build the reference signature library for KPB voters. For these files, KPB will need to provide the images as TIFF, and the files will need to be named with the voter ID.

### 2.7.2. Dispose of Records

In a vote by mail election, KPB will have more election records to dispose. These will include the return ballot envelopes as well as the electronic records from the sorter system and other tools used during the election. KPB will need to update their procedures to ensure that all appropriate information is disposed of.

## 2.8. Staffing Requirements

KPB currently hires approximately 130 people during an election cycle in order to staff all of its polling locations. In a vote by mail election, the number of staff required will be substantially lower.

Peak staffing levels will start about a week before Election Day, around the time Vote Centers open, drop boxes are being checked, envelopes are being processed, and ballots scanned (but not tabulated!). The table below shows what **peak** staffing might look like, with the following caveats:

- Choices KPB makes will affect actual numbers.
- Clerk’s Office staff for KPB and the cities are not considered in the counts; various Clerk’s Office staff may fill some of these roles, reducing the count.
- The table shows counts by functions, but many people can perform more than one function, flexing from one position to another within a day, depending on the volume of envelopes and ballots to process on that day. Therefore, the table’s counts **do not** equate to total number of people required.

As an example of staff flexing, a 2-member team picks up the mail from USPS and checks the drop boxes in the Kenai/Soldotna area, then sorts and runs those envelopes through the sorter. Meanwhile, another 2-member team performs signature verification on the previous day’s envelopes and then moves on to an envelope opening team.

Location/Function	Total	Time <sup>27</sup>	Cost <sup>28</sup>
Vote Centers (5 centers, 3 people each)	15	1 week + 1 hour training	\$8,610
Drop Box Team	2	2 hours/day for 3 weeks	\$840

<sup>27</sup> 8 hour days, 5 days a week, unless otherwise specified

<sup>28</sup> Based on \$14 per hour

Location/Function	Total	Time <sup>27</sup>	Cost <sup>28</sup>
Election Center Envelope Sorter Process	2	3 weeks	\$3,360
Signature Verification	3	3 weeks	\$5,040
Review and Resolution	1	3 weeks	\$1,680
Envelope Opening Teams (2 teams, 3 people each)	6	1 week	\$3,360
Call Center	2	4 weeks	\$4,480
Ballot Scanning and Adjudication	2	1 week	\$1,120
<b>Total</b>	<b>33</b>		<b>\$28,490.00</b>

In addition, for at least 3-4 months before the first vote by mail election is started, KPB should have a staff member dedicated to preparing KPB for vote by mail. This individual would preferably be experienced in elections and also have a high proficiency with and lack of fear in using software and computers. This individual would spearhead a lot of the vote by mail implementation and would be doing tasks such as the following:

- Working with vendors
- Learning to be a “super user” on acquired equipment and software
- Being involved in user acceptance testing on the equipment and software
- Creating templates and drafting letters, sheets, and other documentation in Word, Excel, etc. for use by election officials
- Coordinating staffing schedules
- Helping with ordering supplies
- Completing other sundry things that are needed when launching vote by mail

### 3.0 Summary of Estimated Costs

Below are the estimated costs as described in this Study. **These may not be all costs and actual costs may vary greatly depending on choices KPB makes and market rates at the time.** For example, KPB staff time (Clerk’s office, GIS staff) associated with the election are not included but, especially in the first vote by mail election, the hours will be substantially higher than would be required in a normal election and may require that KPB hire additional staff or contract work out. In addition, these estimates assume that KPB will leverage custom tools that MOA had built and that most of these will not require changes for KPB.

Beyond the general “miscellaneous” costs that will come with setting up a new process, KPB may wish to hire a project manager for the project and be sure to have adequate staffing levels in its own GIS department and Clerk’s Office. These costs would be modified by any use of

current resources, as well as by the results of competitive bidding and decisions about the timing, structure, and requirements adopted to implement vote by mail.

Item	Study Section	Estimate (yr 1)	Recurring
Mail Sorter and First Year Licensing	2.2.2	\$150,000	\$30,000
Alarms/Cameras	2.2.3.1	\$10,000	
Records Center cage	2.2.3.2	\$3,000	
GIS enhancements	2.2.4.2	\$6,000	
Pollbook scanning	2.2.5	\$3,000	
Education and Outreach	2.3.1	\$15,000	\$3,000
Postcard (Undeliverables) – printing & mailing	2.3.2	\$4,000	\$4,000
Ballot package set up, printing, assembly, and Q/A	2.4	\$42,000	\$42,000
"I voted" sticker	2.4.2	\$1,000	\$1,000
Ballot package postage	2.4.4	\$20,500	\$20,500
Vote Center equipment	2.5.2	\$20,000	
Drop Boxes	2.6.1.2	\$35,000	
Temporary Election Workers	2.8	\$28,490	\$28,490
<b>Total</b>		<b>\$337,990</b>	<b>\$128,990</b>

One measure of cost comparison can be the cost per voter, focusing on the number of voters who actually cast ballots. If we assume the KPB approved budget for elections includes all costs (which we acknowledge does not include the cities), then the cost per voter, using 2019 budget and turnout, is \$10.72 per voter (\$113,910/10,622 voters).

If you assume a vote by mail election increases voter participation, using the percent increase in turnout between the last MOA poll-based election and its most recent vote by mail election<sup>29</sup>, the estimated cost per voter may be determined as follows:

- MOA 2017 - 49,370 ballots cast for a 23.2% turnout
- MOA 2020 - 71,268 ballots cast for a 30.68% turnout
- $(21,898 / 49,370) \times 100 = 44.4\%$  increase
- $10,622 \times 44.4\% = 4,716$  potential “new” KPB voters, for an estimated turnout of 15,338

<sup>29</sup> Using unofficial results as of April 15, 2020. These years are an “apples-to-apples” comparison as both years were Assembly election years for MOA. Year with mayoral elections usually have a higher turnout.

Our estimate of \$128,990 in recurring costs divided by the 15,338 voters equals \$8.41 per voter, a potential reduction of \$2.31 per vote cast.

### 3.1. Assistive Technology Cost Comparison

KPB is currently subject to an agreement with the State of Alaska Commission for Human Rights, which requires KPB to explore and implement options for providing assistive technology to visually impaired voters. One option is to implement voting by mail, along with providing ADA compliant voting machines in Voting Centers. Another option is to buy or lease these ADA voting machines for every polling location. Both options require purchasing a new centralized ballot tabulation system that supports the ADA machines.

The following table compares the estimated costs associated with these two options.

*Note: ADA machines\software costs are based on July 2019 vendor quote. Actual costs may be different.*

	<b>Vote By Mail</b>	<b>Poll-Based</b>
Estimated 1st year Election Cost	\$337,990 <sup>30</sup>	\$113,910 <sup>31</sup>
Add 5 ADA machines\software for Voting Centers	\$197,804	\$0
Add 30 ADA machines\software for polling locations	\$0	\$337,144
<b>Total</b>	<b>\$535,794</b>	<b>\$451,054<sup>32</sup></b>

### 3.2. Total Recurring Cost Estimate

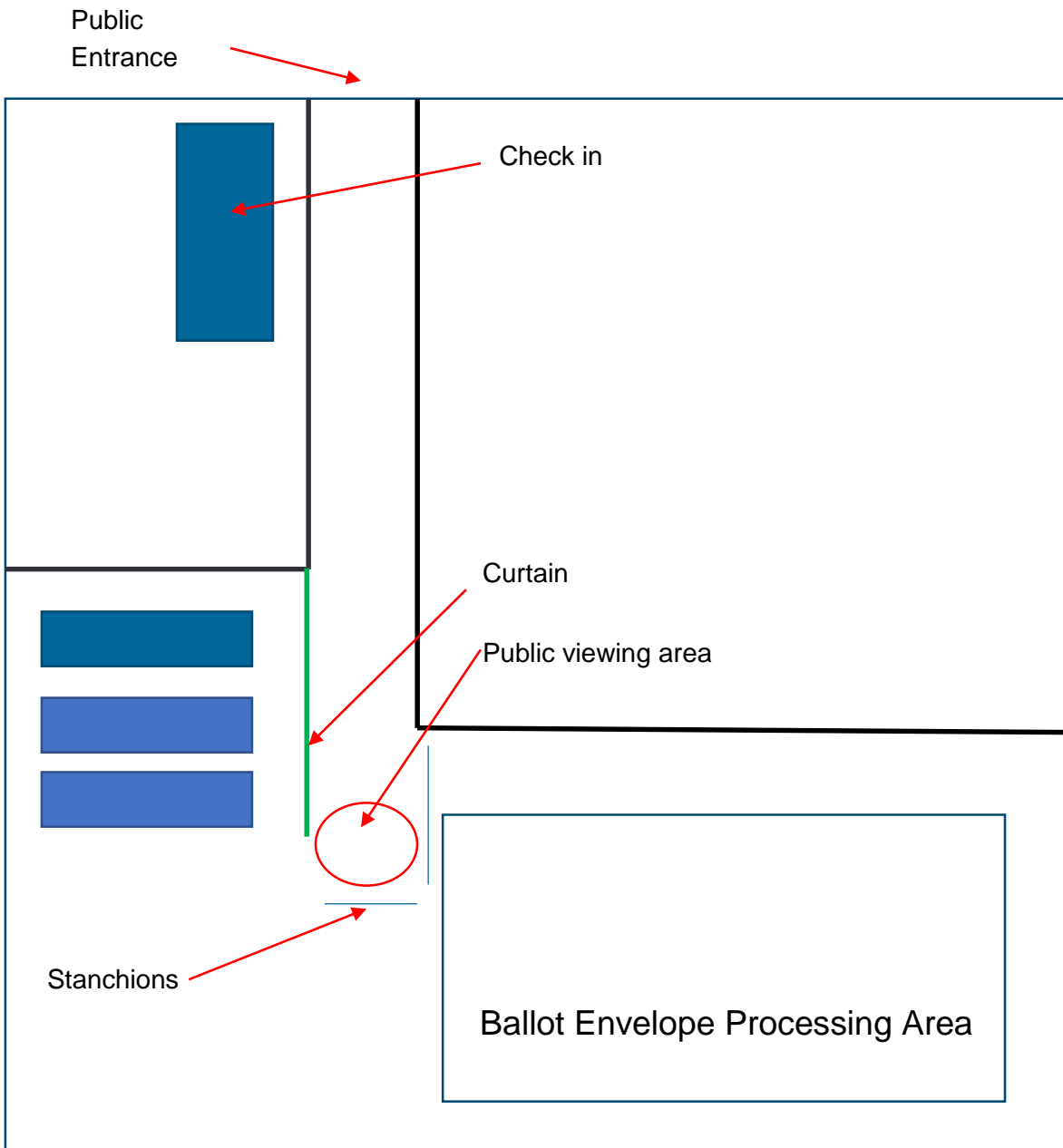
Year 2	<b><u>Vote by Mail</u></b>	<b><u>Poll-Based</u></b>
Recurring	\$128,990	\$113,910
Annual ADA hardware/software licensing and warranty	\$27,580	\$36,640
<b>Totals</b>	<b>\$156,570</b>	<b>\$150,550</b>

<sup>30</sup> Estimated “year one” vote by mail cost (see above for breakdown and caveats)

<sup>31</sup> KPB 2019 election budget

<sup>32</sup> Subsequent year costs are approximately \$8,712 higher for poll-based voting for the licensing and warranty on the 24 additional ADA machines.

# Appendix A: Sample Layout of Records Center



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

3 Aderhold/City Clerk

4 **RESOLUTION 19-063**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 SUPPORTING KENAI PENINSULA BOROUGH RESOLUTION 2019-  
8 047 TO RECOGNIZE THE RECOMMENDATIONS OF THE KENAI  
9 PENINSULA BOROUGH'S ELECTION STAKEHOLDERS GROUP AND  
10 DIRECTING STAFF TO EXPLORE IMPLEMENTATION OF THE  
11 RECOMMENDATIONS, AND SIGNING KENAI PENINSULA  
12 BOROUGH JOINT RESOLUTION 2019-001.

13  
14 WHEREAS, In February, 2019, the Kenai Peninsula Borough (KPB) established the  
15 Election Stakeholders Group (ESG) to increase voter participation by developing sustainable  
16 election processes that maximize accessibility and inclusivity; and

17  
18 WHEREAS, The City of Homer was represented on the ESG by Councilmember Donna  
19 Aderhold, City Clerk Melissa Jacobsen participated on the ESG as a subject matter expert, and  
20 Joyanna Geisler, Executive Director of the Independent Living Center and ADA Compliance  
21 Committee member, participated as an advocate for voters with disabilities; and

22  
23 WHEREAS, In July, 2019, the ESG concluded its work and produced a summary of six  
24 final recommendations:

- 25 1. Vote by Mail Hybrid: transition the election process from the current polling site  
26 structure to a vote by mail hybrid structure (VBMS) wherein every registered voter  
27 is mailed a ballot packet 2-3 weeks prior to election day; voters drop their ballots at  
28 secured locations, return their ballot by mail, or else vote in person at specified  
29 Accessible Vote Centers (AVC);
- 30 2. Education & Outreach Campaign: the KPB Assembly appropriates funds for an  
31 extensive voter education and outreach campaign designed to encourage voter  
32 participation, promote civic engagement, and educate voters about VBMS;
- 33 3. Amend Alaska State Statute, Title 29: the KPB Assembly adopts a resolution  
34 requesting the Alaska State Legislature to amend AS 29.26.060(c) in order to allow  
35 ranked voting for runoff elections;
- 36 4. Voter Pamphlet: deliver the voter pamphlet to voters via a website, and also provide  
37 hard copies of the voter pamphlets at the Accessible Vote Centers (ACV);
- 38 5. Appoint Service Area Board Representatives: transition to appointing KPB service  
39 area board representatives rather than electing them;
- 40 6. Eliminate Proposition Statements: eliminate having proposition statements, either  
41 for or against a proposition, from the voter pamphlet; and  
42

43 WHEREAS, The ESG final report also recommends that the KPB seek support from and  
44 partner with each City to conduct all local elections by mail; and

45  
46 WHEREAS, Because the impact of pursuing these recommendations will be broadly felt  
47 throughout the borough, the Kenai Peninsula Borough Assembly has requested that each City  
48 demonstrate support for this initiative by signing KPB Joint Resolution 2019-001; and

49  
50 WHEREAS, KPB Joint Resolution 2019-001 recognizes the recommendations of the ESG,  
51 and supports a KPB vote by mail strategy with an implementation target date of October, 2020.

52  
53 NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska hereby  
54 supports Kenai Peninsula Borough Resolution 2019-047, and authorizes the Mayor Castner to  
55 sign Kenai Peninsula Borough Joint Resolution 2019-001, recognizing the recommendations of  
56 the KPB Election Stakeholders Group and supporting a KPB vote by mail strategy with an  
57 implementation target date of October, 2020.

58  
59 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of September, 2019.

60  
61 CITY OF HOMER

62  
63  
64  
65  
66 \_\_\_\_\_  
67 KEN CASTNER, MAYOR

68 ATTEST:  
69  
70  
71 \_\_\_\_\_  
72 MELISSA JACOBSEN, MMC, CITY CLERK

73  
74 Fiscal note: N/A

**KENAI PENINSULA BOROUGH  
CITY OF HOMER  
CITY OF KACHEMAK  
CITY OF KENAI  
CITY OF SELDOVIA  
CITY OF SEWARD  
CITY OF SOLDOTNA**

**JOINT RESOLUTION NO. 2019-001**

**A JOINT RESOLUTION OF THE ASSEMBLY OF THE KENAI PENINSULA  
BOROUGH AND COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI,  
SELDOVIA, SEWARD AND SOLDOTNA, RECOGNIZING THE RECOMMENDATIONS OF  
THE KENAI PENINSULA BOROUGH’S ELECTION STAKEHOLDERS GROUP AND  
DIRECTING STAFF TO EXPLORE IMPLEMENTATION OF THE RECOMMENDATIONS**

- WHEREAS,** the Kenai Peninsula Borough Assembly established the Election Stakeholder Group (“ESG”) through the direction and adoption of Kenai Peninsula Borough (“KPB”) Resolution 2019-006; and
- WHEREAS,** the ESG was tasked with researching ways to increase voter participation by developing sustainable election processes that maximize accessibility and inclusivity; and
- WHEREAS,** the ESG was comprised of assembly members, city council members, city managers, a representative from the KPB mayor’s office and community members with a specific interest in the electoral process; and
- WHEREAS,** the ESG was supported by the borough and city clerks as well representatives from the KPB Legal Department, Information Technology Department, and the Geographical Information Division; and
- WHEREAS,** the ESG adopted guiding principles to focus and guide its work, including: maximizing accessibility and inclusivity of borough elections; improving voter satisfaction and confidence; making efficient use of public resources; ensuring electing security and integrity; and, improving voter outreach and coordination with all stakeholders; and
- WHEREAS,** the ESG, as detailed in its final report, made six specific recommendations regarding potential changes to KPB code and election processes which are supported by, and intended to achieve, the stated guiding principles; and
- WHEREAS,** the ESG chair and vice-chair presented the attached final report and recommendations to the KPB assembly on August 20, 2019; and
- WHEREAS,** the ESG recommends that the KPB seek support from and partnership with the cities within the borough to administer all future local elections consistent with the vote by mail hybrid structure; and
- WHEREAS,** the ESG recommends that the KPB explore cost sharing with the cities within the KPB for the purchase and maintenance of election equipment; and



**WHEREAS,** in order to fully educate voters and the public on a new process, the ESG recommends the KPB and community partners conduct an extensive and comprehensive communication/education plan; and

**WHEREAS,** the ESG further recommends collaboration between the KPB and the cities within the KPB to develop legislation and administrative practices for the administration of local elections that are consistent with KPB processes, and make efficient use of government resources;

**NOW, THEREFORE, BE IT RESOLVED BY THE KENAI PENINSULA BOROUGH ASSEMBLY AND THE COUNCILS OF THE CITIES OF HOMER, KACHEMAK, KENAI, SELDOVIA, SEWARD AND SOLDOTNA:**

**SECTION 1.** That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna recognize the recommendations of the 2019 Election Stakeholders Group.

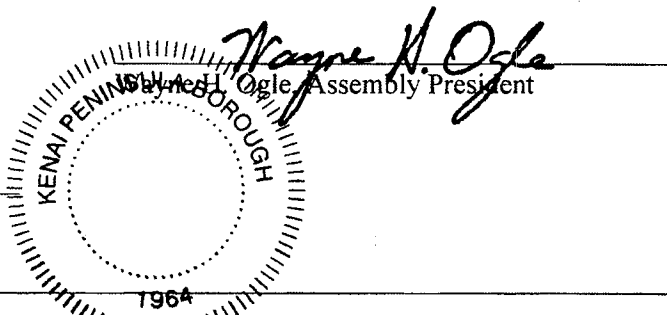
**SECTION 2.** That the Kenai Peninsula Borough Assembly and the city councils for the Cities of Homer, Kachemak, Kenai, Seldovia, Seward and Soldotna support the KPB clerk and the city clerks as they continue to explore vote by mail elections with a goal to implement the first by mail election in October of 2020 as a strategy to increase voter turnout, thus empowering KPB and city residents with a stronger voice in the democratic process and in the decisions that directly impact their lives.

**SECTION 3.** That this resolution takes effect immediately upon adoption of the Kenai Peninsula Borough Assembly and the city councils within the Kenai Peninsula Borough.

**APPROVED BY THE ASSEMBLY OF THE KENAI PENINSULA BOROUGH THIS THIS 3RD DAY OF SEPTEMBER, 2019.**

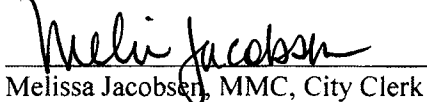
ATTEST:

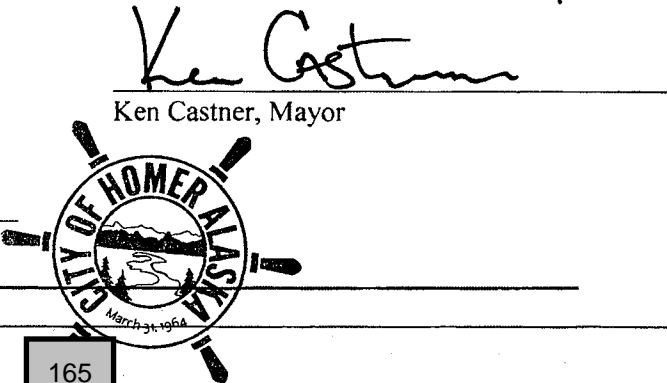
  
John Blankenship, MMC, Borough Clerk



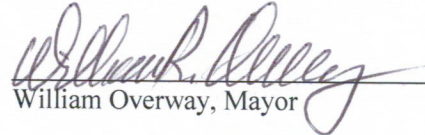
**APPROVED BY THE COUNCIL OF THE CITY OF HOMER THIS 23 DAY OF September, 2019.**

ATTEST:

  
Melissa Jacobsen, MMC, City Clerk



APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS 9<sup>th</sup> DAY OF October, 2019.

  
\_\_\_\_\_  
William Overway, Mayor

ATTEST:

  
\_\_\_\_\_  
Erika Fitzpatrick, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Brian Gabriel, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Heinz, CMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Dean Lent, Mayor

ATTEST:

\_\_\_\_\_  
Heidi Geagel, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
David Squires, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Ballou, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

William Overway, Mayor

ATTEST:

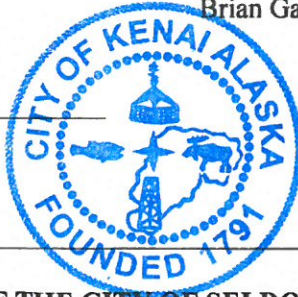
Erika Fitzpatrick, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS 18<sup>th</sup> DAY OF September, 2019.

Brian Gabriel, Mayor

ATTEST:

Jamie Heinz, CMC, City Clerk



APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

Dean Lent, Mayor

ATTEST:

Heidi Geagel, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

David Squires, Mayor

ATTEST:

Brenda Ballou, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
William Overway, Mayor

ATTEST:

\_\_\_\_\_  
Erika Fitzpatrick, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Brian Gabriel, Mayor

ATTEST:

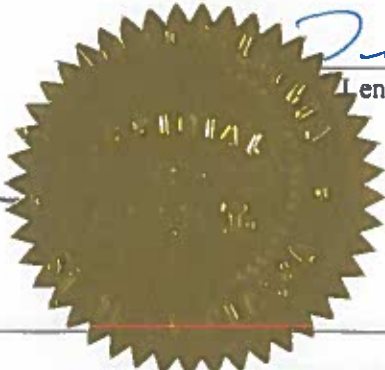
\_\_\_\_\_  
Jamie Heinz, CMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS 9<sup>th</sup> DAY OF September, 2019.

Dean Lent  
\_\_\_\_\_  
Lent, Mayor

ATTEST:

Heidi Geagel  
\_\_\_\_\_  
Heidi Geagel, City Clerk



APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
David Squires, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Ballou, MMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KACHEMAK THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
William Overway, Mayor

ATTEST:

\_\_\_\_\_  
Erika Fitzpatrick, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF KENAI THIS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Brian Gabriel, Mayor

ATTEST:

\_\_\_\_\_  
Jamie Heinz, CMC, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SELDOVIA THIS THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Dean Lent, Mayor

ATTEST:

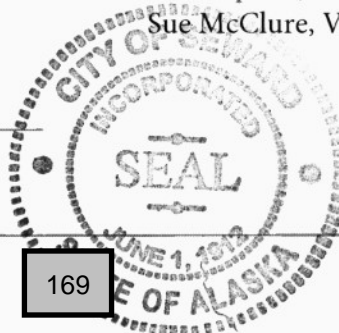
\_\_\_\_\_  
Heidi Geagel, City Clerk

APPROVED BY THE COUNCIL OF THE CITY OF SEWARD THIS THIS 23rd DAY OF September, 2019.

*Sue McClure*  
\_\_\_\_\_  
David Squires, Mayor  
Sue McClure, Vice Mayor

ATTEST:

*Brenda Ballou*  
\_\_\_\_\_  
Brenda Ballou, MMC, City Clerk



---

**APPROVED BY THE COUNCIL OF THE CITY OF SOLDOTNA THIS THIS 12TH DAY OF  
SEPTEMBER, 2019.**

*Barry J. Whitney*  
Barry J. Whitney, Vice Mayor

ATTEST:

*Michelle M. Saner*  
Michelle M. Saner, MMC, City Clerk



**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**ORDINANCE 20-21**

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code by Repealing 2.08.100 Teleconference Participation in Meetings, 2.08.110, Teleconference Procedures, 2.08.120 Teleconference Limitations, and Reenacting 2.08.100 Teleconference and Web-Hosted Meetings.

Sponsor: City Clerk

1. City Council Regular May 11, 2020 Introduction & Public Hearing

Memorandum 20-056 from City Clerk as backup

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

City Clerk

3  
4 **ORDINANCE 20-21**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 AMENDING HOMER CITY CODE REPEALING HOMER CITY CODE  
8 2.08.100 TELECONFERENCE PARTICIPATION IN MEETINGS,  
9 2.08.110, TELECONFERENCE PROCEDURES, 2.08.120  
10 TELECONFERENCE –LIMITATIONS, AND REENACTING 2.08.100  
11 TELECONFERENCE AND WEB-HOSTED MEETINGS.  
12

13 WHEREAS, Emergency Ordinance 20-17 was adopted March 23, 2020 to allow the Homer  
14 City Council to meet immediately by teleconference due to the outbreak of COVID-19; and  
15

16 WHEREAS, Over the years Homer City Code 2.08.110-120 has become more restrictive  
17 in conditions that allow for telephonic participation; and  
18

19 WHEREAS, Alaska Statutes 44.62.310 Government meetings public, allows for  
20 attendance and participation at meetings by members of a governmental body by teleconferencing  
21 without restrictions on the types of meetings held in this manner; and  
22

23 WHEREAS, The Homer City Council has met successfully through web-based meetings  
24 during the COVID-19 pandemic.  
25

26 NOW THEREFORE, THE CITY OF HOMER ORDAINS:  
27

28 Section 1. Homer City Code 2.08.100 Teleconference participation in meetings,  
29 2.08.110, Teleconference procedures, and 2.08.120 Teleconference–Limitations are hereby  
30 repealed.  
31

32 ~~2.08.100——Teleconference participation in meetings.~~

33 ~~a. This section through HCC 2.08.120 govern the telephonic participation of the Mayor~~  
34 ~~and members of the Council at all meetings of the City Council, including all other~~  
35 ~~bodies that are comprised of the Mayor and members of the Council, such as, but not~~  
36 ~~limited to, the Board of Adjustment and an Ethics Board.~~  
37

38 ~~b. The preferred procedure for City Council meetings is that the Mayor and all Council~~  
39 ~~members should be physically present at the designated time and location within the~~  
40 ~~City for the meeting. However, physical presence may be waived and the Mayor and any~~  
41 ~~member(s) may participate in a Council meeting by teleconference, subject to the~~  
42 ~~procedures and limitations provided in this section through HCC 2.08.120.~~  
43



44 c. A person participating by teleconference shall, while actually on the teleconference,  
45 be deemed to be present at the meeting for all purposes. The person shall make every  
46 effort to participate in the entire meeting.

47  
48 d. If the Mayor participates telephonically, the Mayor may vote telephonically to break  
49 a tie as permitted in HCC 2.08.040(h), but the Mayor Pro Tem, or the senior Council  
50 member in the Mayor Pro Tem's absence, shall preside over and perform all other  
51 functions of the Mayor at the meeting.

52  
53 e. "Teleconferencing" means a means used for remote participation by an official for a  
54 meeting of the City Council which must enable the remote official, for the duration of  
55 the meeting, to clearly hear the Mayor, all Council members, the City Clerk and public  
56 testimony and to be clearly heard by the Mayor, all Council members, the City Clerk and  
57 the public in attendance. [Ord. 19-05(A) § 1, 2019; Ord. 16-58(A) § 1, 2017; Ord. 07-  
58 45(A)(S) § 1, 2007. Code 1981 § 1.24.100].

59  
60 2.08.110 ——— Teleconference procedures.

61 a. A Mayor or Council member who cannot be physically present for a regularly  
62 scheduled Council meeting shall notify the City Clerk at least five days prior to the  
63 scheduled time for the meeting of his or her request to participate in the meeting by  
64 telephonic means of communication.

65  
66 b. Three days prior to the scheduled time for the Council meeting, the City Clerk shall  
67 notify the Mayor and Council of the person's request to participate by teleconference.

68  
69 c. At the commencement of the Council meeting a telephonic connection will be  
70 established with the person or persons intending to participate telephonically. After a  
71 telephonic connection is established the Mayor shall call for a vote of the Council on  
72 whether the person(s) may or may not participate by telephone. Prior to the vote, the  
73 Mayor or Council members may make such inquiries as necessary to make a decision.  
74 Only the Council members physically present may vote on the question. If a person  
75 participates in the meeting telephonically without a ruling from the Council, it shall be  
76 deemed to be with the approval of such participation by the Council, and all actions  
77 taken by the Council with the participation of all such persons are valid.

78  
79 If telephonic participation is interrupted due to poor connectivity that hinders the  
80 active participation of a member in the meeting the Mayor will request a brief recess to  
81 allow the person an attempt to reestablish a connection. If the person cannot  
82 reestablish a clear connection after a recess, the Mayor shall call for a vote of the  
83 Council on whether to terminate telephonic participation. Prior to the vote, the Mayor  
84 or Council members may make such inquiries as necessary to make a decision. If a  
85 majority of the Council votes to terminate telephonic participation, the record will

86 indicate such and the member participating telephonically shall not be called upon to  
87 comment or vote. The Council's determination is final and not subject to veto or appeal.  
88

89 ~~d. Subsections (a) and (b) of this section do not apply to special meetings or emergency~~  
90 ~~meetings of the City Council called under HCC 1.14.030 and 1.14.050. A Council member~~  
91 ~~or Mayor who requests to participate in a special or emergency meeting of the City~~  
92 ~~Council must notify the City Clerk before the time scheduled for the start of the meeting.~~  
93 ~~The Clerk will notify the Mayor and Council no later than the commencement of the~~  
94 ~~meeting. After a telephonic connection is established with the person or persons~~  
95 ~~requesting to participate telephonically, a ruling shall be made on the person's~~  
96 ~~participation in the meeting as provided in subsection (c) of this section.~~

97  
98 ~~e. The means used for a teleconference meeting of the City Council must enable each~~  
99 ~~member appearing telephonically to clearly hear the Mayor, all other Council members,~~  
100 ~~and public testimony at the meeting as well as be clearly heard by all other Council~~  
101 ~~members and members of the public in attendance.~~

102  
103 ~~f. The City Clerk shall note in the journal of the proceedings of the City Council all~~  
104 ~~members appearing telephonically.~~

105  
106 ~~g. To the extent practicable, materials to be considered by the Council shall be made~~  
107 ~~available to those attending by teleconference. [Ord. 19-05(A) § 1, 2019; Ord. 07-45(A)(S)~~  
108 ~~§ 2, 2007. Code 1981 § 1.24.110].~~

109  
110 ~~2.08.120 — Teleconference — Limitations.~~

111 ~~a. All Council members and the Mayor should make all reasonable effort to be physically~~  
112 ~~present for every meeting. Teleconference procedures may not be used as a regular~~  
113 ~~means of attendance at meetings.~~

114  
115 ~~b. Participation by teleconference may be denied whenever the physical presence of~~  
116 ~~the individual is considered essential to effective participation in the meeting or to the~~  
117 ~~proper conduct of the business to be addressed at the meeting.~~

118  
119 ~~c. If teleconferencing is denied the individual will be listed as absent.~~

120  
121 ~~d. Each Council member and the Mayor may attend a maximum of three City Council~~  
122 ~~meetings by teleconference during the 12-month period commencing November 1st~~  
123 ~~each year. If a member participates in any part of a regularly scheduled meeting~~  
124 ~~telephonically, it will count towards their maximum allowable telephonic~~  
125 ~~participations.~~

127 ~~e. Each Council member and the Mayor may attend additional teleconferences as a~~  
128 ~~special exception if expressly approved for good cause in each instance by a vote of the~~  
129 ~~Council. Good cause may include, but is not limited to, absence required for work-~~  
130 ~~related travel or medical care needed for the individual or the individual's immediate~~  
131 ~~family.~~

132  
133 f. No Council member or the Mayor shall attend by telephonic means:

- 134  
135 1. An executive session of the City Council.  
136 2. A hearing on an ethics charge under Chapter 1.18 HCC.

137  
138 Section 2. Homer City Code 2.08.100 is reenacted as follows:

139  
140 **2.08.100 Teleconference and web-hosted participation in meetings allowed.**

141  
142 **The preferred procedure for City Council meetings is that the Mayor and all Council**  
143 **members should be physically present at the designated time and location within**  
144 **the City for the meeting. However, the Mayor and any or all member(s) may**  
145 **participate in a Council meeting by teleconference or web-hosted meeting.**

146  
147 Section 3. This ordinance is of a permanent nature and general character and shall be  
148 included in Homer City Code.

149  
150 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

151  
152 CITY OF HOMER

153  
154  
155 \_\_\_\_\_  
156 KEN CASTNER, MAYOR

157  
158  
159 ATTEST:

160  
161  
162 \_\_\_\_\_  
163 MELISSA JACOBSEN, MMC, CITY CLERK

164  
165 YES:  
166 NO:  
167 ABSTAIN:  
168 ABSENT:

169  
170  
171  
172  
173  
174  
175  
176  
177

Reviewed and approved as to form.

\_\_\_\_\_  
Marvin Yoder, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Gatti, City Attorney

Date: \_\_\_\_\_



# City of Homer

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

## Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 20-056

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: MELISSA JACOBSEN, MMC, CITY CLERK  
DATE: MAY 1, 2020  
SUBJECT: TELEPHONIC PARTICIPATION AT MEETINGS

---

Homer City Code has allowed for limited telephonic participation for many years. In 2007 Ordinance 07-45(A)(S) was adopted and established limitations on telephonic participation, and in 2019 Ordinance 19-05(A) was adopted and applied further restrictions and processes.

Emergency Ordinance 20-17 halted all restrictions and allowed for all members to participate telephonically or by web-hosted meeting format to accommodate self-isolation, social distancing, and State of Alaska health mandates on limited gatherings. This ordinance is effective for 60 days.

It's clear that telephonic participation has created challenges for members calling in as well as the public listening to radio broadcasted meetings on KBBI AM890. This is primarily due to the City's analog phone line and outdated equipment that inhibits a stable connection with the radio station.

Since our first all teleconference meeting, we've worked with a web-hosted meeting format. This has allowed a more stable broadcasting format for KBBI, the opportunity for members to work together effectively, a telephonic format for public comment, an additional option for the public to listen and watch meetings, and the Clerk's office has received a lot of positive feedback from the public. City staff is working on a solution for addressing executive sessions telephonically with a goal of a memo explaining steps for executive sessions in time for the second reading of this ordinance.

The COVID-19 pandemic has forced us out of our normal routines and caused us to look at ways to do business differently, and the City continues to working those efforts. While it will always be preferred that we meet and hear from the public in person to do the City's business, there is no firm end date or roadmap for COVID-19. There needs to be flexibility for Mayor, Council, City staff, and the public to participate at Council meetings in an environment where they feel safe, and without concerns of infecting others if they may be feeling ill.

This does not prohibit this Council or any future Council from amending this process when they feel it's appropriate.

RECOMMENDATION: Adopt Ordinance 20-xx and allow telephonic or web-based participation at meetings.

1 CITY OF HOMER  
2 HOMER, ALASKA

Novak

3  
4 ORDINANCE 07-45  
5

6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER,  
7 ALASKA AMENDING HOMER CITY CODE  
8 PROVISIONS GOVERNING TELEPHONIC  
9 PARTICIPATION IN CITY COUNCIL MEETINGS BY  
10 THE MAYOR AND MEMBERS OF THE COUNCIL.  
11

12 WHEREAS, AS 44.62.310 authorizes telephonic attendance and participation in  
13 meetings of a governmental body by its members; and  
14

15 WHEREAS, Homer City Code §§ 1.14.080 and 1.14.090 presently provide for  
16 such participation, but are in need of revision and reorganization.  
17

18 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
19

20 Section 1. Section 1.14.080 of the city code is hereby renumbered as section  
21 1.24.100 and amended to read as follows:  
22

23 ~~1.14.080~~1.24.100 Teleconference **participation in meetings.** **a. Sections**  
24 **1.24.100 through 1.24.120 govern the telephonic participation of the Mayor and**  
25 **members of the Council at all meetings of the City Council, including all other**  
26 **bodies that are comprised of the Mayor and members of the Council, such as, but**  
27 **not limited to, the Board of Adjustment and an ethics board.**

28 **b.** The preferred procedure for City Council meetings is that **the Mayor**  
29 **and** all Council members should be physically present at the designated time and location  
30 within the City for the meeting. However, physical presence may be waived ~~by the~~  
31 ~~Council and a Council member~~ **and the Mayor and any member(s)** may participate in a  
32 Council meeting by teleconference, **subject to the procedures and limitations** as  
33 provided in **sections 1.24.100—1.24.120,** this chapter when in the opinion of the Council  
34 the physical presence of the Council member is not essential to effective participation or  
35 the conduct of business at the meeting. A Council member

36 **c. A person** participating by teleconference shall, **while actually on the**  
37 **teleconference,** be deemed to be present at the meeting for all purposes. **The person**  
38 **shall make every effort to participate in the entire meeting.** In the event

39 **d. If** the Mayor participates telephonically the Mayor Pro Tem, or, ~~or,~~ **the**  
40 **senior Council member** in the Mayor Pro Tem's absence, ~~the senior Council member~~  
41 shall ~~run~~ **shall preside over and perform all functions of the Mayor at** the meeting.  
42

43 Section 2. Section 1.14.085 of the Homer City Code is renumbered as section  
44 1.24.110 and hereby amended to read as follows:

45 1.14.0851.24.110 Teleconference procedures. a. A **Mayor or** Council  
46 member who cannot be physically present for a regularly scheduled Council meeting  
47 shall notify the City Clerk at least five days prior to the scheduled time for the meeting of  
48 his or her request intent to appear at **participate in** the meeting by telephonic means of  
49 communication.

50 b. Three days prior to the scheduled time for the Council meeting, the The  
51 City Clerk shall notify the Mayor and Council three days prior to the scheduled time for  
52 the Council meeting of Council members intending to appear of the person's request to  
53 participate by teleconference.

54 c. At the commencement of the Council meeting a telephonic connection will  
55 be established with the person or persons intending to participate telephonically.  
56 After a telephonic connection is established the Mayor shall call for a vote of the  
57 council on whether the person(s) may or may not participate by telephone. Prior to  
58 the vote, the Mayor or Council members may make such inquiries as necessary to  
59 make a decision. Only the Council members physically present may vote on the  
60 question. The Council's determination is final and not subject to veto or appeal. If  
61 a person participates in the meeting telephonically without a ruling from the  
62 Council, it shall be deemed to be with the approval of such participation by the  
63 Council, and all actions taken by the Council with the participation of all such  
64 persons are valid. The Council shall determine whether or not the Council member(s)  
65 shall participate by teleconference. If the Council determines that the teleconferencing is  
66 not required for the conduct of business the Council member(s) shall be notified in the  
67 most expedient manner possible.

68 d. Sections a. and b. of this section do not apply to special meetings or emergency  
69 meetings of the City Council called under §§ 1.14.030 and 1.14.050 of the Homer City  
70 Code. A Council member or Mayor who requests to participate in a special or  
71 emergency meeting of the City Council must notify the City Clerk before the time  
72 scheduled for the start of the meeting. The Clerk will notify the Mayor and Council  
73 no later than the commencement of the meeting. After a telephonic connection is  
74 established with the person or persons requesting to participate telephonically, a  
75 ruling shall be made on the person's participation in the meeting as provided in  
76 subsection c. of this section. Council members may appear at a special meeting or  
77 emergency meeting by teleconference and be considered present for all purposes unless  
78 the Mayor or the Council members calling the special meeting or emergency request the  
79 physical presence of Council members in the advance notice of the meeting.

80 e. The Council may require that all Council members appearing telephonically  
81 present at one teleconference site whenever such presence is possible.

82 ~~f.e.~~ The means used to facilitate for a teleconference meeting of the City  
83 Council must enable each Council member appearing telephonically to clearly hear the  
84 Mayor, all other Council members, and members of the public attending public  
85 testimony at the meeting as well as be clearly heard by all other Council members and  
86 members of the public in attendance.

87 ~~g.f.~~ The City Clerk shall note in the journal of the proceedings of the City  
88 Council all City Council members appearing telephonically.

89 g. To the extent practicable, materials to be considered by the council  
90 shall be made available to those attending by teleconference.

91 Section 3. A new section 1.24.120 of the Homer City Code is hereby created to  
92 read as follows:

93 1.24.120 Teleconference – limitations. a. All Council members  
94 and the Mayor should make all reasonable effort to be physically present for every  
95 meeting. Teleconference procedures may not be used as a regular means of  
96 attendance at meetings.

97 b. Participation by teleconference may be denied whenever the  
98 physical presence of the individual is considered essential to effective participation  
99 in the meeting or to the proper conduct of the business to be addressed at the  
100 meeting.

101 c. Each Council member and the Mayor may attend a maximum of  
102 three City Council meetings by teleconference during the 12 month period  
103 commencing November 1 each year.

104 d. Each Council member and the Mayor may attend additional  
105 teleconferences as a special exception if expressly approved for good cause in each  
106 instance by a vote of the Council. Good cause may include, but is not limited to  
107 absence required for extended medical care needed for the individual or the  
108 individual's immediate family.

109 e. No Council member or the Mayor shall attend by telephonic  
110 means:

- 111 1. an executive session of the City Council,
- 112 2. a hearing on an ethics charge under Chapter 1.18.

113  
114 Section 4. Homer City Code subsection 1.24.040(g) concerning bylaws for city council  
115 procedure is hereby amended to read as follows:

116 g. Teleconference participation in meetings ~~1. By determination of~~ may  
117 be authorized ~~the council, pursuant to chapter 1.14~~ sections 1.24.100—1.24.120.

118  
119 Section 5. This ordinance is of a permanent and general character and shall be included  
120 in the city Code.

121  
122 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this \_\_\_\_ day of  
123 \_\_\_\_\_, 2007.

124  
125  
126 CITY OF HOMER

127  
128  
129  
130  
131 \_\_\_\_\_  
132 JAMES C. HORNADAY, MAYOR

133 ATTEST:

134  
135 \_\_\_\_\_  
136 JO JOHNSON, CMC, CITY CLERK



137 AYES:  
138 NOES:  
139 ABSTAIN:  
140 ABSENT:  
141  
142 First Reading:  
143 Public Reading:  
144 Second Reading:  
145 Effective Date:

146  
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148 Reviewed and approved as to form and content:

149  
150  
151 \_\_\_\_\_  
152 Walt Wrede, City Manager

\_\_\_\_\_  
Gordon J. Tans, City Attorney

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**CITY OF HOMER  
HOMER, ALASKA**

Novak

**ORDINANCE 07-45(A)(S)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER,  
ALASKA AMENDING HOMER CITY CODE  
PROVISIONS GOVERNING TELEPHONIC  
PARTICIPATION IN CITY COUNCIL MEETINGS BY  
THE MAYOR AND MEMBERS OF THE COUNCIL.

WHEREAS, AS 44.62.310 authorizes telephonic attendance and participation in meetings of a governmental body by its members; and

WHEREAS, Homer City Code §§ 1.14.080 and 1.14.085 presently provide for such participation, but are in need of revision and reorganization; and

WHEREAS, Homer City Code should also be amended to include the definition of teleconferencing.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Section 1.14.080 of the city code is hereby renumbered as section 1.24.100 and amended to read as follows:

1.24.100 Teleconference participation in meetings. a. Sections 1.24.100 through 1.24.120 govern the telephonic participation of the Mayor and members of the Council at all meetings of the City Council, including all other bodies that are comprised of the Mayor and members of the Council, such as, but not limited to, the Board of Adjustment and an ethics board.

b. The preferred procedure for City Council meetings is that the Mayor and all Council members should be physically present at the designated time and location within the City for the meeting. However, physical presence may be waived and the Mayor and any member(s) may participate in a Council meeting by teleconference, subject to the procedures and limitations provided in sections 1.24.100—1.24.120.

c. A person participating by teleconference shall, while actually on the teleconference, be deemed to be present at the meeting for all purposes. The person shall make every effort to participate in the entire meeting.

d. If the Mayor participates telephonically the Mayor Pro Tem, or the senior Council member in the Mayor Pro Tem's absence, shall preside over and perform all functions of the Mayor at the meeting.

e. "Teleconferencing" means a means used for remote participation by an official for a meeting of the city council which must enable the remote official for the duration of the meeting, to clearly hear the mayor, all councilmembers, the city clerk and

45 public testimony and to be clearly heard by the mayor, all councilmembers, the city clerk  
46 and the public in attendance.  
47

48 Section 2. Section 1.14.085 of the Homer City Code is renumbered as section  
49 1.24.110 and hereby amended to read as follows:  
50

51 1.24.110 Teleconference procedures. a. A Mayor or Council member who  
52 cannot be physically present for a regularly scheduled Council meeting shall notify the  
53 City Clerk at least five days prior to the scheduled time for the meeting of his or her  
54 request to participate in the meeting by telephonic means of communication.

55 b. Three days prior to the scheduled time for the Council meeting, the City Clerk  
56 shall notify the Mayor and Council of the person's request to participate by  
57 teleconference.

58 c. At the commencement of the Council meeting a telephonic connection will be  
59 established with the person or persons intending to participate telephonically. After a  
60 telephonic connection is established the Mayor shall call for a vote of the council on  
61 whether the person(s) may or may not participate by telephone. Prior to the vote, the  
62 Mayor or Council members may make such inquiries as necessary to make a decision.  
63 Only the Council members physically present may vote on the question. The Council's  
64 determination is final and not subject to veto or appeal. If a person participates in the  
65 meeting telephonically without a ruling from the Council, it shall be deemed to be with  
66 the approval of such participation by the Council, and all actions taken by the Council  
67 with the participation of all such persons are valid.

68 d. Sections a. and b. of this section do not apply to special meetings or emergency  
69 meetings of the City Council called under §§ 1.14.030 and 1.14.050 of the Homer City  
70 Code. A Council member or Mayor who requests to participate in a special or emergency  
71 meeting of the City Council must notify the City Clerk before the time scheduled for the  
72 start of the meeting. The Clerk will notify the Mayor and Council no later than the  
73 commencement of the meeting. After a telephonic connection is established with the  
74 person or persons requesting to participate telephonically, a ruling shall be made on the  
75 person's participation in the meeting as provided in subsection c. of this section.

76 e. The means used or a teleconference meeting of the City Council must  
77 enable each member appearing telephonically to clearly hear the Mayor, all other Council  
78 members, and public testimony at the meeting as well as be clearly heard by all other  
79 Council members and members of the public in attendance.

80 f. The City Clerk shall note in the journal of the proceedings of the City  
81 Council all members appearing telephonically.

82 g. To the extent practicable, materials to be considered by the council  
83 shall be made available to those attending by teleconference.  
84

85 Section 3. A new section 1.24.120 of the Homer City Code is hereby created to  
86 read as follows:

87 1.24.120 Teleconference – limitations. a. All Council members and  
88 the Mayor should make all reasonable effort to be physically present for every meeting.  
89 Teleconference procedures may not be used as a regular means of attendance at meetings.

90 b. Participation by teleconference may be denied whenever the physical

91 presence of the individual is considered essential to effective participation in the meeting  
92 or to the proper conduct of the business to be addressed at the meeting.

93 c. If teleconferencing is denied the individual will be listed as absent.

94 d. Each Council member and the Mayor may attend a maximum of three  
95 City Council meetings by teleconference during the 12 month period commencing  
96 November 1 each year.

97 e. Each Council member and the Mayor may attend additional  
98 teleconferences as a special exception if expressly approved for good cause in each  
99 instance by a vote of the Council. Good cause may include, but is not limited to absence  
100 required for extended medical care needed for the individual or the individual's  
101 immediate family.

102 f. No Council member or the Mayor shall attend by telephonic means:

- 103 1. an executive session of the City Council.
- 104 2. a hearing on an ethics charge under Chapter 1.18.

105  
106 Section 4. Homer City Code subsection 1.24.040(g) concerning bylaws for city council  
107 procedure is hereby amended to read as follows:

108 g. Teleconference participation in meetings may be authorized pursuant to  
109 sections 1.24.100—1.24.120.


110  
111 Section 5. This ordinance is of a permanent and general character and shall be included  
112 in the city Code.

113  
114 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this 26<sup>th</sup> day of  
115 November, 2007.

116 CITY OF HOMER

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118  
119   
120 \_\_\_\_\_  
121 JAMES C. HORNADAY, MAYOR

122 ATTEST:

123   
124 \_\_\_\_\_  
125  
126 JO JOHNSON, CMC, CITY CLERK

127  
128 AYES: 4

129 NOES: 1

130 ABSTAIN: 0

131 ABSENT: 1

132  
133 First Reading: 10/22/07

134 Public Reading: 11/13 & 11/26/07

135 Second Reading: 11/26/07

136 Effective Date: 11/27/07

137 Reviewed and approved as to form and content:

138

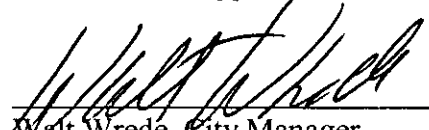
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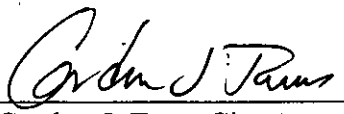
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Malt Wrede, City Manager

12/3/07

  
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Gordon J. Tans, City Attorney

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**CITY OF HOMER  
HOMER, ALASKA**

Lewis

**ORDINANCE 16-58(A)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING HOMER CITY CODE 2.08.100 TO CLARIFY THAT THE  
MAYOR RETAINS THE RIGHT TO CAST A TIE-BREAKING VOTE  
EVEN WHEN ATTENDING A COUNCIL MEETING TELEPHONICALLY.

WHEREAS, The Mayor Pro Tem retains their right to vote as a Council member despite taking on the Mayor's ceremonial duties in the Mayor's absence and thus it is essential that the Mayor retain their right to cast the tie-breaking vote at all Council meetings they attend, even if their attendance is telephonic.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. Section 2.08.100 is amended to read as follows:

a. This section through HCC 2.08.120 govern the telephonic participation of the Mayor and members of the Council at all meetings of the City Council, including all other bodies that are comprised of the Mayor and members of the Council, such as, but not limited to, the Board of Adjustment and an Ethics Board.

b. The preferred procedure for City Council meetings is that the Mayor and all Council members should be physically present at the designated time and location within the City for the meeting. However, physical presence may be waived and the Mayor and any member(s) may participate in a Council meeting by teleconference, subject to the procedures and limitations provided in this section through HCC 2.08.120.

c. A person participating by teleconference shall, while actually on the teleconference, be deemed to be present at the meeting for all purposes. The person shall make every effort to participate in the entire meeting.

d. If the Mayor participates telephonically, the Mayor may vote telephonically to break a tie as permitted in Section 2.08.040(h), but the Mayor Pro Tem, or the senior Council member in the Mayor Pro Tem's absence, shall preside over and perform all other functions of the Mayor at the meeting.

e. "Teleconferencing" means a means used for remote participation by an official for a meeting of the City Council which must enable the remote official, for the duration of the meeting, to clearly hear the Mayor, all Council members, the City Clerk and public testimony and to be clearly heard by the Mayor, all Council members, the City Clerk and the public in attendance.

Section 2. This ordinance shall take effect upon its adoption by the Homer City Council.

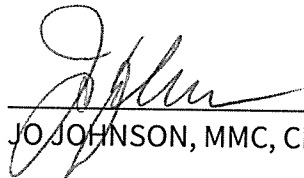
Section 3. This ordinance is of a permanent and general character and shall be included in the City Code.

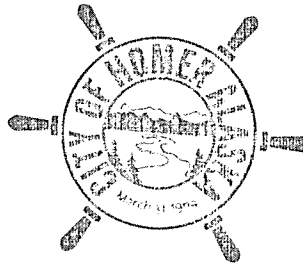
ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 9<sup>th</sup> day of January, 2017.

CITY OF HOMER

  
BRYAN ZAK, MAYOR

ATTEST:

  
JO JOHNSON, MMC, CITY CLERK



YES: 5  
NO: 0  
ABSTAIN: 0  
ABSENT: 1

First Reading: 12/05/16  
Public Hearing: 1/09/17  
Second Reading: 1/09/17  
Effective Date: 1/10/17

84 Reviewed and approved as to form.

85

86 Mary K Koester

87 Mary K. Koester, City Manager

88

89 Date: 1-18-17

90

91

92 Fiscal Note: NA

Holly C. Wells  
Holly C. Wells, City Attorney

Date: 1-27-17



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**CITY OF HOMER  
HOMER, ALASKA**

Erickson

**ORDINANCE 19-05(A)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
AMENDING HOMER CITY CODE 2.08.100-2.08.120 REGARDING  
TELEPHONIC PARTICIPATION IN MEETINGS

WHEREAS, Telephonic participation in City Council meetings is an important tool that allows members to participate when traveling or unable to be physically present; and

WHEREAS, In person is the preferred method for participation in meetings as it can be difficult to follow the public testimony and debate by voice only; and

WHEREAS, Every effort should be made to ensure a quality connection by the councilmember and City staff when participating telephonically such as testing the connection prior to the meeting, using a headset, and using a land line whenever possible; and

WHEREAS, Even given those measures, on occasion a telephonic connection can be spotty and interfere in the members ability to participate in the meeting; and

WHEREAS, The Council needs to have a mechanism in place to declare the member absent if it becomes clear throughout the course of the meeting that the telephonic connection is too poor for the member to be able to fully participate.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Homer, Alaska that:

Section 1. Homer City Code 2.08.100 entitled "Teleconference participation in meetings" is hereby amended to read:

**2.08.100 Teleconference participation in meetings.**

a. This section through HCC 2.08.120 govern the telephonic participation of the Mayor and members of the Council at all meetings of the City Council, including all other bodies that are comprised of the Mayor and members of the Council, such as, but not limited to, the Board of Adjustment and an Ethics Board.

b. The preferred procedure for City Council meetings is that the Mayor and all Council members should be physically present at the designated time and location within the City for the meeting. However, physical presence may be waived and the Mayor and any

42 member(s) may participate in a Council meeting by teleconference, subject to the  
43 procedures and limitations provided in this section through HCC 2.08.120.  
44

45 c. A person participating by teleconference shall, while actually on the teleconference,  
46 be deemed to be present at the meeting for all purposes. The person shall make every  
47 effort to participate in the entire meeting.  
48

49 d. If the Mayor participates telephonically, the Mayor may vote telephonically to break  
50 a tie as permitted in HCC 2.08.040(h), but the Mayor Pro Tem, or the senior Council  
51 member in the Mayor Pro Tem's absence, shall preside over and perform all other  
52 functions of the Mayor at the meeting.  
53

54 e. "Teleconferencing" means a means used for remote participation by an official for a  
55 meeting of the City Council which must enable the remote official, for the duration of  
56 the meeting, to clearly hear the Mayor, all Council members, the City Clerk and public  
57 testimony and to be clearly heard by the Mayor, all Council members, the City Clerk and  
58 the public in attendance. [Ord. 16-58(A) § 1, 2017; Ord. 07-45(A)(S) § 1, 2007. Code 1981  
59 § 1.24.100].  
60

61 **2.08.110 Teleconference procedures.**  
62

63 a. A Mayor or Council member who cannot be physically present for a regularly  
64 scheduled Council meeting shall notify the City Clerk at least five days prior to the  
65 scheduled time for the meeting of his or her request to participate in the meeting by  
66 telephonic means of communication.  
67

68 b. Three days prior to the scheduled time for the Council meeting, the City Clerk shall  
69 notify the Mayor and Council of the person's request to participate by teleconference.  
70

71 c. At the commencement of the Council meeting a telephonic connection will be  
72 established with the person or persons intending to participate telephonically. After a  
73 telephonic connection is established the Mayor shall call for a vote of the Council on  
74 whether the person(s) may or may not participate by telephone. Prior to the vote, the  
75 Mayor or Council members may make such inquiries as necessary to make a decision.  
76 Only the Council members physically present may vote on the question. If a person  
77 participates in the meeting telephonically without a ruling from the Council, it shall be  
78 deemed to be with the approval of such participation by the Council, and all actions  
79 taken by the Council with the participation of all such persons are valid.  
80

81 If telephonic participation is interrupted due to poor connectivity that hinders the  
82 active participation of a member in the meeting the Mayor will request a brief recess to  
83 allow the person an attempt to reestablish a connection. If the person cannot

84 reestablish a clear connection after a recess, the Mayor shall call for a vote of the  
85 Council on whether to terminate telephonic participation. Prior to the vote, the Mayor  
86 or Council members may make such inquiries as necessary to make a decision. If a  
87 majority of the council votes to terminate telephonic participation, the record will  
88 indicate such and the member participating telephonically shall not be called upon to  
89 comment or vote. The Council's determination is final and not subject to veto or appeal.  
90

91 d. Subsections (a) and (b) of this section do not apply to special meetings or emergency  
92 meetings of the City Council called under HCC 1.14.030 and 1.14.050. A Council member  
93 or Mayor who requests to participate in a special or emergency meeting of the City  
94 Council must notify the City Clerk before the time scheduled for the start of the meeting.  
95 The Clerk will notify the Mayor and Council no later than the commencement of the  
96 meeting. After a telephonic connection is established with the person or persons  
97 requesting to participate telephonically, a ruling shall be made on the person's  
98 participation in the meeting as provided in subsection (c) of this section.  
99

100 e. The means used for a teleconference meeting of the City Council must enable each  
101 member appearing telephonically to clearly hear the Mayor, all other Council members,  
102 and public testimony at the meeting as well as be clearly heard by all other Council  
103 members and members of the public in attendance.  
104

105 f. The City Clerk shall note in the journal of the proceedings of the City Council all  
106 members appearing telephonically.  
107

108 g. To the extent practicable, materials to be considered by the Council shall be made  
109 available to those attending by teleconference. [Ord. 07-45(A)(S) § 2, 2007. Code 1981  
110 § 1.24.110].  
111

## 112 **2.08.120 Teleconference – Limitations.**

113

114 a. All Council members and the Mayor should make all reasonable effort to be  
115 physically present for every meeting. Teleconference procedures may not be used as a  
116 regular means of attendance at meetings.  
117

118 b. Participation by teleconference may be denied whenever the physical presence of  
119 the individual is considered essential to effective participation in the meeting or to the  
120 proper conduct of the business to be addressed at the meeting.  
121

122 c. If teleconferencing is denied the individual will be listed as absent.  
123

124 d. Each Council member and the Mayor may attend a maximum of three City Council  
125 meetings by teleconference during the 12-month period commencing November 1st

126 each year. If a member participates in any part of a regularly scheduled meeting  
127 telephonically, it will count towards their maximum allowable telephonic  
128 participations.

129  
130 e. Each Council member and the Mayor may attend additional teleconferences as a  
131 special exception if expressly approved for good cause in each instance by a vote of the  
132 Council. Good cause may include, but is not limited to, absence required for work  
133 related travel or medical care needed for the individual or the individual's immediate  
134 family.

135  
136 f. No Council member or the Mayor shall attend by telephonic means:  
137  
138 1. An executive session of the City Council.  
139  
140 2. A hearing on an ethics charge under Chapter 1.18 HCC. [Ord. 07-45(A)(S) § 3, 2007.  
141 Code 1981 § 1.24.120].

142  
143 Section 2. This ordinance shall take effect upon its adoption by the Homer City Council.  
144

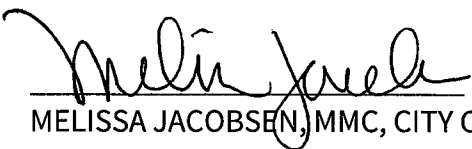
145 Section 3. This ordinance is of a permanent and general character and shall be included  
146 in the Homer City Code.

147  
148 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 28<sup>th</sup> day of January, 2019.  
149

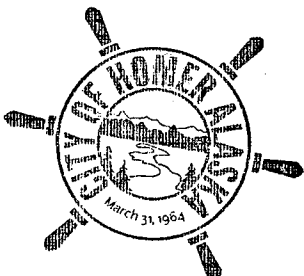
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151 CITY OF HOMER  
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154 \_\_\_\_\_  
155 KEN CASTNER, MAYOR  
156

157 ATTEST:  
158

159   
160 \_\_\_\_\_  
161 MELISSA JACOBSEN, MMC, CITY CLERK  
162

163 YES: 6  
164 NO: 0  
165 ABSTAIN: 0  
166 ABSENT: 0  
167



168 Introduction: 1.14.19  
169 Public Hearing: 1.28.19  
170 Second Reading: 1.28.19  
171 Effective Date: 1.29.19

172  
173

174 Reviewed and approved as to form:

175  
176 Katie Koester  
177 Katie Koester, City Manager

178 Date: 1.31.19  
179

Holly Wells  
Holly Wells, Attorney

Date: 2.1.19



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ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

Reviewed and approved as to form.

\_\_\_\_\_  
Katie Koester, City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Gatti, City Attorney

Date: \_\_\_\_\_

**ORDINANCE REFERENCE SHEET**  
**2020 ORDINANCE**  
**EMERGENCY ORDINANCE 20-22**

Emergency Ordinance 20-16, An Emergency Ordinance of the City Council of Homer, Alaska, Amending the 2020 Budget by Appropriating Funds in the Amount of \$50,000 from the General Fund Fund Balance for the Purpose of COVID-19 Preparation and Response.

Sponsor: City Manager

1. City Council Regular Meeting May 11, 2020 Introduction & Public Hearing

Memorandum 20-058 from City Manager as backup



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

3 City Manager

4 **EMERGENCY ORDINANCE 20-22**

5  
6 AN EMERGENCY ORDINANCE OF THE CITY COUNCIL OF HOMER,  
7 ALASKA, AMENDING THE 2020 BUDGET BY APPROPRIATING  
8 FUNDS IN THE AMOUNT OF \$80,000 FROM THE GENERAL FUND  
9 FUND BALANCE FOR THE PURPOSE OF COVID-19 PREPARATION  
10 AND RESPONSE.

11  
12 WHEREAS, On Tuesday, March 24, 2020, Homer City Council passed Emergency  
13 Ordinance 20-16, which appropriated \$50,000 from the General Fund Fund Balance for the  
14 purpose of COVID-19 preparation and response; and

15  
16 WHEREAS, As of April 30, 2020, the remaining balance is \$28,897; and

17  
18 WHEREAS, This balance does not include some April expenses including credit card  
19 activity or the recent acquisition of two refurbished reader boards for \$17,000 that will be used  
20 to provide updates and social messaging associated with Homer being a “COVID-19 Smart”  
21 community; and

22  
23 WHEREAS, Resolution 20-029 extends the City of Homer’s Disaster Emergency  
24 Declaration until Sunday, June 21, 2020; and

25  
26 WHEREAS, The Coronavirus Relief Fund established by the Coronavirus Aid, Relief, and  
27 Economic Security Act (“CARES Act”) can cover costs incurred during the period that begins on  
28 March 1, 2020 and ends on December 30, 2020; and

29  
30 WHEREAS, The City of Homer will incur additional expenses that will exceed the original  
31 emergency appropriation before the City’s emergency declaration expires on June 21, 2020 in  
32 order to prepare and respond to the COVID-19 pandemic; and

33  
34 WHEREAS, According to the US Treasury’s May 4, 2020 “Coronavirus Relief Fund  
35 Frequently Asked Questions” guidance document, governments may retain assets purchased  
36 with payments from the Fund if the purchase of the asset was consistent with the limitations  
37 on the eligible use of funds provided by section 601(d) of the Social Security Act; and

38  
39 WHEREAS, The City is tracking all COVID-19 related expenses with the intent for their  
40 full reimbursement being sought from the State and Federal assistance.

43 NOW, THEREFORE, The City of Homer Ordains:  
44

45 Section 1: The FY 2020 budget is hereby amended by appropriating funds in the amount  
46 of \$80,000 from the General Fund Fund Balance for the purpose of COVID-19 preparation and  
47 response:

48	Account No.	Description:	Amount:
49	100-0100	COVID-19 Response	\$80,000

50  
51  
52

53 Section 2: The Finance Department will continue to manage the project account for  
54 COVID-19 Response in order to track all project related expenses.

55

56 Section 3: Similar to Emergency Ordinance 20-16, this emergency ordinance does not  
57 include personnel costs associated with COVID-19 as those are being tracked and accounted  
58 for separately.

59

60 Section 4: This is a budget amendment ordinance, is not permanent in nature, and shall  
61 not be codified.

62

63 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 11th day of May, 2020.

64

65

66 CITY OF HOMER

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70 \_\_\_\_\_  
KEN CASTNER, MAYOR

71 ATTEST:

72

73 \_\_\_\_\_

74 MELISSA JACOBSEN, MMC, CITY CLERK

75

76 YES:

77 NO:

78 ABSTAIN:

79 ABSENT:

80

81 First Reading:

82 Public Hearing:

83 Second Reading:

84 Effective Date:

85 Reviewed and approved as to form.  
86  
87 \_\_\_\_\_  
88 Marvin Yoder, Interim City Manager  
89  
90 Date: \_\_\_\_\_

\_\_\_\_\_  
Michael Gatti, City Attorney  
  
Date: \_\_\_\_\_



# City of Homer

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

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum 20-058

TO: Mayor Castner and Homer City Council  
FROM: Marvin Yoder, Interim City Manager  
DATE: May 7, 2020  
SUBJECT: Additional Funding Necessary for COVID 19 Preparation and Response

---

The Emergency Ordinance 20-22 to deal with COVID-19 is requesting \$80,000 for material and service expenses. The breakdown for this request is as follows:

Reopening of City campgrounds*	\$52,000
2 more reader boards	\$16,000
Plexiglas barriers	\$ 2,300
Additional PPE	\$ 4,000
Contingency	\$ 5,700
<b>Total</b>	<b>\$80,000</b>

\* The reopening of the campgrounds requires the installation of Campground Reservation Software, and an extra vehicle (side by side) to free up one of the Parks trucks for heavy hauling of garbage, traffic cones, and signs while providing additional staff with transportation while adhering to social distancing protocols.



# City of Homer

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

## Office of the City Manager

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## MEMORANDUM

TO: Mayor Castner and Homer City Council  
FROM: Marvin Yoder, Interim City Manager  
DATE: May 7, 2020  
SUBJECT: City Manager's Report for May 11<sup>th</sup> City Council Meeting

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### General COVID-19 Updates

Support to Small Businesses: There has been interest from Council regarding federal support for seasonal businesses. My office requested KBBI pose that question to Senator Lisa Murkowski during their interview with her last week. I encourage you all to read the entire transcript (provided as an enclosure) as it is very informative not just regarding seasonal businesses but also on fisheries.



Sign Vandalism: On May 4<sup>th</sup>, staff were notified by a member of the public that one of the City's signs posted at Jack Gist on how to recreate safely was vandalized. On May 5<sup>th</sup>, staff noticed the Community COVID-19 prevention banner posted on Baycrest letting the public know Homer is a COVID-Smart Community had been cut down the middle. HPD has opened a case to investigate the banner. If HPD identifies the responsible party, they will be charged with a misdemeanor crime under state code called Criminal Mischief. Criminal Mischief is charged in varying degrees depending on the value of the property involved. It's 5<sup>th</sup> degree if the value of the sign is less than \$250 and goes up from there. The signs and banners have been developed in conjunction with community partners to educate the public on safe practices and

provide an encouraging message that our preventative measures save lives and keep the community safe. Deputy PIO Tussey was able to creatively repair the banner on Baycrest and Parks staff now have a list of all sign and banner locations to monitor them. Along these same lines, the City recently purchased two refurbished reader boards (with the intent to purchase two more) to be placed in locations that ensure incoming visitors receive educational messaging and notices that point them to resources to help them navigate our town safely. These reader boards were purchased using funds allocated by the \$50,000 emergency ordinance passed by Council with the intent that they will be a reimbursable expense under CARES.



Parks and Campgrounds: Campgrounds are operating at a reduced capacity due to State Health Mandate 16, Attachment L. However, staff has been working diligently to accommodate the visitors needing a campsite. The City is purchasing a reservation system to control density. Additional staff will be needed for the heightened cleaning protocols. City Parks are open and the public is encouraged to recreate outside safely.

City playgrounds located at Karen Hornaday, Bayview, Ben Walters, Jack Gist, Jeffrey Park, and the HERC are not open. School district playgrounds are also closed to the public through State Health Mandate 13, which extended the closure of public schools from May 1, 2020, to the end of the 2019-2020 school year. The KPBSD school year officially ends on May 20, 2020 and Assistant Superintendent Jones is hoping to receive additional guidance before then, but at this time, all KPBSD facilities, fields and playgrounds will be closed until at least May 20, 2020 in compliance with COVID-19 Health Mandate 013. Provided as an enclosure is a notice from our insurance pool, AMLJIA, addressing the closure of playgrounds.

Deferred Payment Plans: As of today, no resident has utilized the option to delay water, sewer, or assessment payments however there have been inquiries. Port and Harbor has so far received one request from a tenant to set up a partial payment plan for their lease.

Capital Projects: It is still too soon to tell the impacts COVID-19 will have on the City and I am hesitant to stop any capital projects at this time without first looking at comparables from these first few months to confirm next steps. Monthly comparables will be provided to council during the second meeting of the month. In the meantime we will develop a list of all capital projects in place since 2018 to see what projects could be delayed with input from the Leadership Team and what time of funding that would make available to the City. We believe it is prudent to consider deferment if it can be done without impacting the productivity of the department. This topic will be reviewed monthly and readdressed as the city's financial status changes.

Reconvening Advisory Bodies: According to City Planner Abboud, Planning is still successfully accomplishing business for the community and staff are looking forward to addressing a full range of agenda items at the Planning Commission as soon as possible. A memo addressing the reconvening of advisory bodies will be provided by Clerk Jacobsen in the supplemental packet for council consideration.

Loans to Businesses: In light of Wednesday night's work session regarding CARES Act funding, City staff will research and collect resources that will assist the Mayor and Council in their deliberations. It is evident that a program to assist our citizens and the business community to recover from the economic slowdown is a high priority. My office is committed to providing the tools necessary for Council to meet that goal.

Gratitude to HPD: May 3-9<sup>th</sup>, 2020 is National Correctional Officers Week. On May 5, 1984, President Ronald Reagan signed Proclamation 5187 establishing National Correctional Officers Week, declaring, "The professionalism,

dedication and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserve our utmost respect.” Although today no longer falls within that celebrated week, please take a moment to share your gratitude to our essential staff at HPD – they work above and beyond to ensure the safety of our community not just during COVID-19 but around the clock each day of the year.

Top Priority and Resources: The City’s top priority is safety and we want to make sure people have an avenue to be heard if they have concerns regarding COVID-19. For general questions or assistance they can call the City of Homer’s Call Line at 907-435-3197 or email [eoc-pio@ci.homer.ak.us](mailto:eoc-pio@ci.homer.ak.us) or call the State’s general line at 2-1-1 or email [covidquestions@alaska.gov](mailto:covidquestions@alaska.gov). This is a challenging time for most and having answers to questions or pointing someone to resources can significantly help. A resource that may be helpful is the Alaska Department of Health and Social Services webpage dedicated to helping Alaskans cope with stress: <http://dhss.alaska.gov/dph/Epi/id/Pages/COVID-19/coping.aspx>

### **RAVN Moves Toward Liquidation, Grant Aviation Inquiry, Follow up with State regarding CARES and Airport**

RAVN has submitted a liquidation plan to the bankruptcy court that would allow the company to sell all assets, especially if the company did not receive CARES Act funding. All assets would be transferred to a liquidation trust to be sold off so that proceeds could go to creditors. City Attorney Gatti and Attorney Sleeper are following the issue closely to ensure the City files its request for compensation as a creditor in a timely manner. The case is under Ravn Air Group Inc., case number 1:20-bk-10755, in the U.S. Bankruptcy Court for the District of Delaware. You have to sign up to use PACER in order to search the court documents.

As the State begins to return to normal, I will be evaluating the City’s ability to secure another airline carrier at the Terminal building. We recently received an inquiry from Grant Aviation to use the Terminal building at no cost to support their estimated once a week charter flights. My office let Grant know we would be happy to work with them but that we would need an agreement in place that would cover liability and is also fair to other tenants. Grant said they would follow up with the State of Alaska and that they are also communicating with Bald Mountain Air Service and will contact the City if they decide to pursue use of the Terminal.

AKDOT&PF is receiving Airport Funds through the CARES Act as Commissioner MacKinnon noted during the Governor’s May 4<sup>th</sup> press release. To date it is uncertain where or when the funds will be allocated but my office will keep track of this topic.

### **Recommendation to Delay Spit Parking Study to FY21**

Through Ordinance 19-51(A), Council approved a budget amendment to fund a Spit Parking Study for \$20,000 from Planning Reserves. The intent of the study is to provide tangible recommendations for managing parking in a way that encourages safety and promotes maximum usage of land available for parking by looking into matters like: better utilization of existing space from a cost-benefit standpoint, developing fee structures and/or season passes that can guide user patterns and management of space, creation of safer pedestrian traffic patterns, and organizing parking in a way to prioritize use of spaces closest to the intended user. The study also would include public scoping meetings and working with many different user groups that enjoy the Homer Spit. Staff recommends this capital project be postponed until FY21 since data collected this year would not be representative of an average year for use on the Spit in light of COVID-19. Homer may not have as many out of state visitors, the number of cars venturing out to the Spit may be lower, and the problem areas may not be as congested given recent restrictions on travel, hunkering down in place, and social distancing.

### **GFOA Distinguished Budget Presentation Award Submittal**

The City of Homer has submitted its biennial budget to the Government Finance Officers Association’s (GFOA) Distinguished Budget Presentation Award Program for consideration. *“GFOA established the Distinguished Budget Presentation Awards Program (Budget Awards Program) in 1984 to encourage and assist state and local governments to prepare budget documents of the very highest quality that reflect both the guidelines established by the National Advisory Council on State and Local Budgeting and the GFOA’s practices on budgeting and then to recognize individual*



*governments that succeed in achieving that goal.*” Governmental organizations have up to 90 days from when their budget is adopted to submit an application to GFOA to be considered for this award. By following the guidelines of this award program in anticipation of applying, the City’s budget has become more informative and clear. Improvements made in comparison to previous budget submittals include clearly stating each department’s strategic goals and priorities and providing relevant departmental metrics while further flushing out short and long term financial plans and trends for the City. I commend the Finance Department for their effort in producing the City’s first biennial budget under the stringent guidelines of GFOA.

### **Hilcorp Alaska to Delay Shallow Hazard Survey**

In March, the City received notice from Hilcorp Alaska that their contractor, TerraSong, was to perform geohazard and geotechnical survey work in Lower Cook Inlet this Spring. The Port and Harbor Department received word that Hilcorp will be delaying this work as a result of the COVID-19 pandemic. The survey activity was supposed to take place 40 to 60 kilometers west of Homer. Please see the provided enclosure for information the City received on the project this past March.

### **Time to Get Moving: Homer Steps Up! 2020 Walking Challenge June 1<sup>st</sup> – 28<sup>th</sup>**

There’s never been a more important time to get outside and exercise, which aligns with the 4<sup>th</sup> annual Homer Steps Up! Annual community walking challenge, which will begin in June. The City of Homer is no stranger to this event. In 2017 the City of Homer won the first ever “Homer Steps Up!” team challenge. Then in 2018 and 2019 the City repeated this victory. Now is the time to defend the City’s title while improving our overall wellbeing and health. Enroll in the challenge at <https://homerstepsup.walkertracker.com> and select *the City of Homer team*. Important things to note: We are using a new platform, *WalkerTracker*, which is fairly intuitive to use with a lot of helpful features. Visit their vimeo channel at [vimeo.com/walkertracker](https://vimeo.com/walkertracker) to see some demonstrations. You can sync *WalkerTracker* with many wearable activity trackers, Apple Health, Samsung Health & the Moves App. There is a lot more support available in their FAQ section, and if someone can't find their answer in the FAQ they can usually get a response from *WalkerTracker* customer support quickly: <https://support.walkertracker.com/>. *WalkerTracker* also has an app that you can use on your smartphones for added convenience. The challenge runs from June 1<sup>st</sup> – June 28<sup>th</sup> and there is a Facebook page for the challenge: <https://www.facebook.com/events/224055052234059/>.

#### Enclosures:

1. April 29, 2020 KBBI Interview with Senator Murkowski
2. AMLJIA Playground Closure Notice
3. Hilcorp Notice
4. ENSTAR Tariff Filing
5. Employee Anniversaries for May





[ate \(https://app.etapestry.com/onlineforms/KachemakBayBroadcastingKBBI/membership.html\)](https://app.etapestry.com/onlineforms/KachemakBayBroadcastingKBBI/membership.html)



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# Senator Lisa Murkowski on fisheries, tourism and AK economy in response to COVID-19

By [KATHLEEN GUSTAFSON \(/PEOPLE/KATHLEEN-GUSTAFSON\)](/PEOPLE/KATHLEEN-GUSTAFSON) • APR 30, 2020

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**e** [Email \(mailto:subject=Senator%20Lisa%20Murkowski%20on%20fisheries%2C%20tourism%20and%20AK%20economy%20in%20response%19%20&body=http%3A%2F%2Ftinyurl.com%2Fycmzwwol\)](mailto:subject=Senator%20Lisa%20Murkowski%20on%20fisheries%2C%20tourism%20and%20AK%20economy%20in%20response%19%20&body=http%3A%2F%2Ftinyurl.com%2Fycmzwwol)



KBBI's Kathleen Gustafson sat down with Senator Lisa Murkowski on Wednesday afternoon to talk about federal response to COVID-19. Click on the arrow to hear the entire interview.

[https://mediad.publicbroadcasting.net/p/kbbi/files/styles/x\\_large/public/202004/about\\_us\\_senator\\_lis](https://mediad.publicbroadcasting.net/p/kbbi/files/styles/x_large/public/202004/about_us_senator_lis)

CREDIT OFFICE OF SENATOR LISA MURKOWSKI



Listen

19:57

Senator Lisa Murkowski, speaking with KBBI's Kathleen 205 on on Wednesday, April 29, 2020.

## Transcript

Kathleen Gustafson, KBBI:

What I have done is contact the City of Homer and asked them if there were questions that they would like addressed or issues they would like to hear about and also I contacted our sister station up in Kenai, KDLL to see what they might like so I can share this interview with them as well.

Alaska's United States Senator Lisa Murkowski:

Great. Greatly appreciated. Thank you.

KBBI: I've got about six questions or groups of questions, so I won't keep you long. I appreciate your time. First of all, when is Congress going back into session?

Senator Murkowski: The Senate will be in session this coming Monday, May the 4th. We're scheduled to vote on a nomination for an assistant secretary position and for the life of, man, my mind is going blank, but we're going in on the 4th. The House is not scheduled to come in next week. At this point in time, their return has not been publicly noted. It will be challenging because we're still expected to follow the protocols related to social distancing and that may be a challenge for us.

KBBI: Does that mean you'll be working in a mask?

Senator Murkowski: Well, I probably will be. What we do understand is that the guidance in terms of what will be required in the Capitol building and in the Senate office building, we'll be provided that information tomorrow, hopefully, at the latest. Instructions on masks, how many people can be gathering in specific areas, access by the public, this is a brand new way of operation, at least for the time being.

KBBI: And this question comes from city hall. They want to hear from you about how seasonal businesses can now qualify for SBA loans. Because the rule was, at first they were excluded, but it's so important in Alaska that now seasonal businesses can apply for these loans.

Senator Murkowski: It is absolutely critical. We know that so many of our businesses around this State are seasonally operated, and so when the CARES act was initially passed to not have a recognition of the seasonality of a workforce was a very significant slot. So the delegation worked, really around the clock, to get Treasury to address this because what was happening was many Alaskan businesses were out of the opportunity to access the \$349 billion fund. And with the replenishment of the fund going into place on Monday, we wanted to make sure that at least with a second round, those seasonal businesses would be accommodated.

So what we have done is to address the payroll period. That was the operative factor. So what happened was by a rule change that allows seasonal businesses to choose a different 12 week expense period, when they apply for the Paycheck Protection Program, the PPP, being able to do so in a period that more accurately reflects their operating payroll rather than being limited to that time constraint between March of this year and June. So what we have done is in this rule change, recognize that the seasonal businesses need to have flexibility to choose that 12 week period so it accurately reflects the payroll when they are in full operation, so to speak.

And so being able to calculate the businesses' average monthly payroll costs, and then gain allowance to a greater access to the PPP loan itself. So it was a flaw, an oversight, one that we worked from day one to try to get addressed. It was unfortunate that it took an additional two weeks to do it, but that has been addressed. Another one that I think folks in the region would be interested in right now, if you are a crew on a fishing vessel, the owner of the boat identifies you on their 1099.

Under the way that the PPP is operating currently, the eligibility for the crew member and actually for the boat owner to be able to account for those folks on his payroll, the 1099 kicks them out. So we're trying to get further guidance and clarification so that individual crew members do not have to file their own application. So there's still some wrinkles that we're working with, with PPP and as we hear from folks about where those problems are, please contact us as soon as possible. We're working through them, again, around the clock, seasonal change, and that fix was pretty important, we're working on the 1099.

**KBBI:** On the subject of CARES appropriation, how much of the \$300 million in CARES appropriation for fisheries disaster relief is likely to come to Alaska and how will that be divided up?

**Senator Murkowski:** Well, it's a great question. As you pointed out, there's \$300 million in fisheries assistance. So what's happening now is NOAA is still developing this implementation plan for the distribution. The delegation teams have been communicating with Department of Commerce weighing in and getting our input there. The process has taken longer than we had hoped, but we're continuing to put pressure on NOAA and Commerce to get it done and get it moving. In terms of estimates as to what Alaska might receive, again, we're not sure. It is not unreasonable to expect that we should receive a fair amount of that fisheries assistance.

But keep in mind, these are funds that are shared throughout the fisheries around the country. I have reminded people who have said \$300 million, it is to be shared around all the fisheries so it doesn't go a long ways. That may be true, but what we have done is we have established an authorization in place, which is significant, for fisheries disaster funding. So this is not like seeking a disaster declaration and then waiting two years to get the payout from those disaster funds. This is something that, again, like we have done with the PPP now two times, we would have an opportunity to replenish this fund.

**KBBI:** Are you saying that NOAA would be administering those funds and dividing them up?

Senator Murkowski: No, what you should be aware of, NOAA, is not the one that would implement that plan. What they're doing, their tasks as the oversight agency working with the Department of Commerce is again to develop the implementation plan for the distribution. So it's like what we're doing right now with DHHS. We just got off a call with a Health and Social Services Secretary earlier today, and through that Department, they are developing the distribution plan. For rural hospitals, you know, some of it's based on formula funding, some of it's based on population.

So that's what's happening as we're trying to get these CARES funds out, is working through the departments, through the agencies to develop the distribution or the spend plan and do it quickly because everyone is looking for this assistance. But NOAA is not the one administering it, they're just working on the implementation guidance.

**KBBI:** If you can be any more specific, what can be done to facilitate Alaskans getting the Economic Injury Disaster Loans and the Paycheck Protection funds?

Senator Murkowski: Yeah. Well, the first thing we had to do was we needed to replenish both of those funds. So the PPP, an additional \$310 billion, the Economic Injury Disaster, that was up by an additional \$50 billion that leverages some \$350 billion dollars in loan opportunities. I will be cautionary here though, on the EIDL, the PPP was back online on Monday and was, you know, just slammed in the opening hours as people were trying to get their applications in and lenders were trying to get in line there. But the EIDL program, that portal was not opened on Monday.

The Department had to do some reprogramming because with the supplemental to CARES, we allowed for an expansion to agriculture and by doing so, they needed to basically do some reprogramming. We were told that that EIDL portal was supposed to be up by today. Now, I haven't heard from anyone today to tell me whether or not that is online, but we had heard from Alaskans on Monday and then some yesterday saying, Hey, wait a minute, I thought you opened up the EIDL, and it's still telling me that they're not accepting applications.

It is just a timing issue. So do not give up on that. I know people are frustrated because, I mean, it's been hard to get through to SBA. It's been hard to get through to many of the agencies to try to get additional information. I hear from people that are trying to get through to the IRS to find where their direct assistance payments may be and have been frustrated with the systems. But I think what we're seeing is just such a crush as people are so anxious for the level of assistance, whether it's for their businesses or for their families individually.

KBBI: OK - Now, the only way Alaska can have much of a tourism charter fishing season this year is if the ban on interstate travel and 14 day quarantine requirements are relaxed. Any chance of testing capabilities ramping up to the point where that could happen safely?

Senator Murkowski: Well, I think it's fair to say that every effort within the State and certainly at the federal level is being made to get these tests up to us because, your statement is exactly right, the way that we're going to be able to get back to work and the way that people are going to feel safe to come to a place like Alaska, is if we have greater certainty as to the capabilities and the availability of testing, which will, as you point out, allow us to relax on the travel restrictions so the effort is considerable.

Alaska oftentimes is disadvantaged because we are a rural state that is kind of isolated. But in this instance, there's been some very specific attention paid just to those rural areas that are isolated, who, if they were to see an outbreak, it could be devastating. And we've seen history demonstrate that, just a hundred years ago and so making sure that we have the availability of testing is something that is aggressively being pursued.

In fairness, it's not quick enough. It's not quick enough for those small businesses that are suffering every day because it can't open up their shop on the Spit or their little restaurant or they're just not seeing that the revenues come into town that they had anticipated. The charter guys, everybody's canceling their trips and it can't come quick enough for anybody.

So I had a conversation and multiple conversations yesterday, I started off my day with an overview and a briefing from the Rockefeller Foundation on a national testing initiative, kind of an all team, all effort front and moved from there to a conversation with the head of the White House task force specific to testing. Admiral Giroir has been working very closely with Dr. Zink here in the State. I was very impressed in speaking with him. His level of engagement on Alaska specifically, and understanding the challenges that we're facing in rural Alaska.

And we're particularly, we have been talking in great detail about the impact to the fisheries. If we can't provide for, again, security to the communities, security to the industry that's trying to prosecute a fishery and security to the fishermen themselves, that we have a plan that will protect everyone engaged.

So we've got much, much more that we need to do, but it's a push at all levels to not only get more into production, but to make sure that we're not just limiting ourselves to one test here, that where we are looking to different applications as may be suited better in different areas or again, trying to get students back into school or frontline workers in a safe place at a clinic or folks that are working at a seafood processing facility.

KBBI: Okay. I've got three more questions, Senator McConnell has publicly suggested that states should choose bankruptcy or consider it as an option to their financial woes and given that the price of oil funds our budget, and North Slope Crude has been around \$10 a barrel and far less lately, do you support the senator's bankruptcy suggestion for the State of Alaska?

Senator Murkowski: Absolutely not. Absolutely not. First of all, States can't declare bankruptcy. I think where the majority leader was going was, he's not supportive of, as he refers to it, bailing out States that have perhaps mismanaged their finances even prior to to coronavirus.

You know, the situation that we're facing in Alaska right now, we have really all pillars of our economy just really devastated right now. You look at the tourist industry just brought to its knees. Seafood, fisheries, well, we are still optimistic because it hasn't yet started. There are some challenges that we've got to work through before you can safely prosecute those fisheries.

Oil and gas, as you have noted, not only is demand down, but, you've got so much supply out there that the producers are prorating up on the Slope coming down into Valdez because we're full up because the demand just isn't there. And that's what's happening in function and the price and then you throw in Saudi Arabia and Russia and all that comes with that.

So, you look at the situation up north right now, and that is troubled. You throw in the fact that our state government effectively is being powered off of the revenues from oil that we invest in the market and the market's not thriving so well and you look at where we are in this situation and it is not a good place for us to be, but I think we also recognize that this is exactly why we are devoting such an extraordinary level of resource, not only to Alaska, but to states around the country.

\$1.3 billion coming to the State of Alaska as part of this state stabilization, that is going to help and it's not just those monies, it's everything that we're seeing, specific and directed to the hospitals, on the education side, to individuals, to our fisheries, you think about the different avenues of funding that are being made available through, \$8 billion set aside to our native people.

So there is a federal response that I think is appropriate given that we are looking at extraordinarily devastating economic impact brought about, not because of mismanagement, but brought about, because of a government decision to ensure that we were going to put the health and safety of people in this country ahead of all else, that we were going to take this head on.

And there are significant economic consequences and we're hearing from people all over but that's why we want to make sure that we're getting money out the door to help these small businesses to make it through this challenging, challenging time. Some are not going to make it, but what we need to do is we need to be there on the federal side to help.

I've heard from so many people who say, you know, I've been working my whole life, I built my business up, I've never asked for a government handout, and I don't even know what I should do? Who I should call? And what I've been saying is, 210 not a government handout.

If you've been running your business, if you've been building this up for 30 years and you are told you can't operate tomorrow, not because you don't have employees, not because you don't want to, not because of mismanagement, but because the government has said for the safety of the people in your community, you can't operate, well that business is impacted by our decision.

And so government's response needs to be there to help assist and that's the role that we're playing right now. So just suggesting that the bankruptcy is the answer here is not the direction I'm taking.

KBBI: And do you think it's appropriate use of government funding to say, bail out oil companies?

Senator Murkowski: Well, again, when we say bail out, I think we need to be very, very careful because it's kind of an explosive term. I think what we have done is facilitate, through the Treasury Department, is to make available to those businesses, make available loans to them.

Now remember, these are loans, these are not grants. So it's the expectation that these come back to the government, they are repaid, they're repaid with interest. And so the opportunity for those in the oil and gas sector to take advantage of those same types of loans that a restaurant would be able to take advantage of, or a manufacturer would be able to take advantage of, this is designed to help address, again, that the economic impact is to all sectors of our economy.

KBBI: Okay. Thanks for making that distinction.

What can you do? You as our Senator from Alaska, what can you do to support the United States Postal Service and what will happen in Alaska if Congress allows the Postal Service to fold?

Senator Murkowski: Well, first of all, I don't think we should even be talking about allowing it to fail. We know that in our State, particularly in our more rural communities, our Post Office is it. It's what we rely on for mail and packages, medication, so making sure that we have reliable Postal Service has to be a priority. We all know that there's concerns about the Postal Service.

I have been involved in making sure that we can provide some support for the Postal Service by relieving them of the requirement to pre-fund retiree benefits. This is a significant part of what contributes to the Postal Service's financial deficit. And it's just been eroding their stability.

The CARES act, we did provide \$10 billion in additional borrowing authority. And so I know there's some talk right now, I don't know whether it's talk or whether it's just rumor, that Treasury is looking to impose some significant, I don't know if you want to call it hand cuffs, but limitation on that borrowing authority. I haven't seen that. But, what I'm looking to do is work with others to improve the sustainability of the Postal Service, make it more stable and really more enduring.

KBBI: It's not been too long ago, I heard you quite recently saying that the Postal Service may change in its form. Is that what you were talking about? R 211 g it of its responsibility to fund so far ahead?

Senator Murkowski: On the pre-funding of the retiree benefits, that is the most significant ability that the Postal Service has right now; they don't receive money from the federal taxpayer. They operate off of postal products for its revenue almost entirely.

They don't receive any federal appropriations except for some very small amounts for mailing books to the blind and for mailing ballots to Americans that are living overseas. So if it weren't for the pre-funding of the retiree benefits, they'd be doing fine. They would be doing fine. They are not this entity that is this big draw on the Treasury. So again, making sure that it's sustainable and continues with six day a week service to the most remote of communities. This is what we're aligned on.

KBBI: And, given the massive unemployment numbers connected to this public health crisis, in what ways do you think health insurance should be tied to employment?

Senator Murkowski: ...Well. You know, that was one of the reasons that there was such a focus on PPP, because the intent or the design of that program was really to keep employees connected to their employer, recognizing that so many received their health insurance through their employer, so that was one of the underpinnings of the PPP and why we wanted to make sure that there would be that forgiveness for keeping the employees on. It's a fair question to ask. I think we have seen so many who have lost employment and their employers were not able to take advantage of the PPP and as a consequence, they no longer have their healthcare.

And so looking at that as well as some of the other hard matters that we're facing now in this COVID world, this is what we're doing.

So I am now getting on a call. I've got to excuse myself. We've got the Secretary of Labor, who's visiting with the delegation, where we're trying to make sure that, from the DOL perspective, we're going to be able to have fisheries with workers in the state this summer. So that's my next initiative today but thank you for the time this afternoon, Kathleen, and for the good questions.

KBBI: Senator, thank you. I so appreciate your time.

Senator Murkowski: Thank you. Good to be with you. Thanks and take care. Bye bye now.

**TAGS:** [SENATOR LISA MURKOWSKI \(/TERM/SENATOR-LISA-MURKOWSKI\)](#) [COVID 19 \(/TERM/COVID-19-0\)](#)



## Rachel Friedlander

---

**From:** AMLJIA <sharont@amljia.ccsend.com> on behalf of AMLJIA <amirag@amljia.org>  
**Sent:** Monday, April 27, 2020 7:06 AM  
**To:** Rachel Friedlander  
**Subject:** National Playground Safety Week

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

### National Playground Safety Week: April 27 - May 1, 2020



Spring has arrived and with summer right around the corner, more of us will be outside engaging in all of our favorite spring and summer activities, playgrounds included.

Due to COVID-19, playgrounds across America have been shut down, and you may have seen playgrounds in your community roped off with yellow safety tape to prevent children from playing on the equipment and potentially spreading the virus. At this time, the Centers for Disease and Control (CDC) is recommending **not to use** playgrounds located within local, state, or national parks. Using playgrounds might lead to the spread of COVID-19 because:

- Playgrounds are often crowded and could exceed the recommended guidance for gatherings
- It can be challenging to keep playground equipment and surfaces clean and disinfected
- The virus can spread easily when young children touch contaminated equipment and then touch their hands to their eyes, nose, or mouth

For alternate sources of play, visit parks or open spaces, as opposed to playgrounds.



The complete survey is expected to take approximately 30 days. The total duration of the survey may vary due to weather and other local conditions, but our goal is to complete the survey as safely and efficiently as possible with minimal disturbance to the area. Activity offshore will include water and seabed sampling as well as core sampling approximately 25 feet below the subsurface.

The vessel utilized for this project will be the Qualifier 105 (Q105) based in Homer, Alaska. The Q105 has unique qualifications and has proven itself as a very capable survey, research and housing vessel.

Hilcorp and Terrasond have the required permits to conduct this work from:

- Bureau of Ocean Energy Management (BOEM)
- United States Fish & Wildlife Service (USFWS)
- National Marine Fisheries Service (NMFS)

Protected Species Observers (PSOs) will be placed on project vessels to monitor wildlife, collect information on marine mammals in the area and work with the crew to initiate shutdown activities when marine mammals are observed within specified distances to our activity.

At Hilcorp we strive to improve each and every day in all aspects of our business – safety, environmental protection and production. To convey any concerns you may have about this project, activity or to request a community meeting with Hilcorp and/or Terrasond specialists, please contact me directly.

Sincerely,

*Lori Nelson*

Lori Nelson  
Manager, Public Affairs  
Hilcorp Alaska, LLC  
907-777-8300  
[lnelson@hilcorp.com](mailto:lnelson@hilcorp.com)

### Notice of Utility Tariff Filing

The REGULATORY COMMISSION OF ALASKA (Commission) gives notice that ENSTAR Natural Gas Company (ENSTAR) filed TA318-4, its annual revision to fees and allowances for installing new service connections, meters, and main line extensions. The new fees and allowances will be effective for calendar year 2021. ENSTAR also proposes to change its methodology to no longer update its Service Line Installation Fee and Meter Installation Charge annually. ENSTAR states that these fees and charges will remain in effect until it determines an adjustment is necessary.

#### Service Line Installation Fee

ENSTAR proposes to decrease its Service Line Installation Fee for piping less than two inches from \$688 per service line to \$500 per service line.

#### Meter Installation Charges

The current and proposed rates are as follows:

<u>Meter Size</u>	<u>Current</u>	<u>Proposed</u>
G1	\$276	\$280
G2	\$459	\$480
G3 Low	\$1,189	\$1,240
G3 Mid	\$2,231	\$2,120
G3 High	\$4,140	\$3,940
G4 Low	\$5,277	\$5,400
G4 High	\$5,575	\$6,080
Meter sized greater than 5,000	Cost*	Cost*
*Cost includes materials, installations, and overheads		

#### Standard Construction Cost

ENSTAR proposes to decrease its Standard Construction Cost for the installed price of two-inch plastic main from \$23.52 per foot to \$19.03 per foot. ENSTAR also proposes to change its methodology by removing all allocated overhead costs for the five years used in calculating this fee. ENSTAR states that removing these costs will remove some of the costs' volatility.

#### Standard Load Allowances

ENSTAR proposes revisions to the Average Load per Customer for the year 2021 to reflect a nine-year average. ENSTAR states that data to compute a ten-year average is not available as Order U-09-069(10) approved ENSTAR's restructuring of rate classes. ENSTAR states that it will continue adding historical data into the average load calculation until a ten-year average is achieved. The ten-year average will comply with the methodology that was used to calculate average loads in filings prior to the U-09-069 restructuring of rate classes. The current and proposed Standard Load Allowances are shown below.

Customer Class	Embedded Cost per Customer		Average Load per Customer		Standard Load Allowance per Mcf of Estimated Load	
	Current	Proposed	Current	Proposed	Current	Proposed
G1	\$680	\$676	145	143	\$4.70	\$4.74
G2	\$1,734	\$1,709	376	371	\$4.61	\$4.60
G3	\$5,378	\$5,366	1,181	1,169	\$4.55	\$4.59
G4	\$33,582	\$33,655	7,437	7,370	\$4.52	\$4.43

With TA318-4, ENSTAR requests that all of the Standard Construction Costs and the Service Line Installation Fees that it proposes to decrease in this filing be retroactive to January 1, 2020. ENSTAR also proposes that any customer that has paid a 2020 fee that differs from those it proposes in TA318-4 will receive a cash or credit refund within 60 days of the filing being approved.

This notice does not contain all requested revisions and the Commission may approve a rate or classification which varies from that proposed. You may obtain more information about this filing by contacting Chelsea Guintu, Supervisor of Rates and Regulatory Affairs for ENSTAR, at P. O. Box 190288, Anchorage, AK 99519-0288; phone: (907) 277-5551. The complete filing is also available for inspection at the Commission's office at 701 West Eighth Avenue, Suite 300, Anchorage, AK 99501; phone: (907) 276-6222, or may be viewed at the Commission's website at <http://rca.alaska.gov> by typing TA318-4 in the *Find a Matter* search box.

To comment on this filing, please file your comments by 5:00 p.m., May 29, 2020, at the Commission address given above or via our website at:

<https://rca.alaska.gov/RCAWeb/WhatsNew/PublicNoticesComments.aspx>

Please reference TA318-4 and include a statement that you have filed a copy of the comments with ENSTAR at its address given above. Individuals or groups of people with disabilities, who require special accommodations, auxiliary aids or service, or alternative communication formats, please contact Valerie Fletcher-Mitchell at (907) 276-6222, toll-free at 1-800-390-2782, or TTY/Alaska Relay: 7-1-1 or 1-800-770-8937, or send a request via electronic mail to [rca.mail@alaska.gov](mailto:rca.mail@alaska.gov) by May 22, 2020.

DATED at Anchorage, Alaska, this 29<sup>th</sup> day of April, 2020.

REGULATORY COMMISSION OF ALASKA

*Becki Alvey*

Becki Alvey  
Tariff Section Manager



# City of Homer

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

Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL  
FROM: Marvin Yoder  
DATE: May 11, 2020  
SUBJECT: May Employee Anniversaries

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I would like to take the time to thank the following employees for the dedication, commitment and service they have provided the City and taxpayers of Homer over the years.

<b>Mark Whaley,</b>	<b>Port</b>	<b>15</b>	<b>Years</b>
<b>Pike Ainsworth,</b>	<b>Port</b>	<b>12</b>	<b>Years</b>
<b>Don Huffnagle,</b>	<b>Port</b>	<b>12</b>	<b>Years</b>
<b>Mike Gilbert,</b>	<b>Public Works</b>	<b>6</b>	<b>Years</b>
<b>Jackie McDonough,</b>	<b>Library</b>	<b>6</b>	<b>Years</b>
<b>Sean McGroarty,</b>	<b>Port</b>	<b>4</b>	<b>Years</b>
<b>Ryan Johnson,</b>	<b>Police</b>	<b>3</b>	<b>Years</b>
<b>Ralph Skorski,</b>	<b>Public Works</b>	<b>2</b>	<b>Years</b>



43 WHEREAS, Supra-tidal beach berms at Seafarer’s Memorial have been identified as  
44 critical environment for migratory and resident shorebirds, and provides wildlife habitat (e.g.,  
45 for marine mammals) near the geographical center of Kachemak Bay, which is unique  
46 regionally; and

47  
48 WHEREAS, Through data collection and ongoing bird counts, this region of the Spit has  
49 been identified by Cornell University’s Ornithology Lab as an International Birding Hot Spot  
50 location; and

51  
52 WHEREAS, Wild bird migration, feeding, and nesting in and around Homer are  
53 important economic bases for the City; their presence attracts visitors nationally and  
54 internationally; their financial impact is broad and realized via nature or eco-tourism in general  
55 as well as special events (such as the annual Shorebird Festival); and

56  
57 WHEREAS, The Greater beach of Seafarer’s Memorial is a crucial foundation  
58 geologically that provides *coastal sand supply*; its ample sand, pebble and gravel components  
59 directly preserve the Homer Spit “system” as a whole and, through natural marine processes,  
60 mitigate erosion along easternmost beaches of the Spit including the terminus.

61  
62 **WHEREAS, Resolution 96-27 designated a 100’ x 100’ foot area as the Seafarer’s**  
63 **Memorial Park.**

64  
65 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby designates  
66 Homer Spit Amended Lot 31 as green space, but requires no specific signage.

67  
68 BE IT FURTHER RESOLVED, that any part of the property that is not developed as of the  
69 passage of this resolution shall be maintained in perpetuity as green space and open to the  
70 public, free from buildings, parking, camping, hardscaping of any kind, and earthmoving of any  
71 kind beyond regular parking space maintenance, which is spatially limited to present 45  
72 parking spaces.

73  
74 BE IT FURTHER RESOLVED that any new trail development is limited to the public beach  
75 access dedicated through the Land and Water Conservation Fund Grant # 02-00430 and  
76 defined as the northwestern twenty feet of Lot 31, Homer Spit Amended; being a strip of land  
77 twenty feet wide, immediately adjacent and parallel to the northwest property line, and also  
78 being immediately adjacent to Lot 27; containing 3,595 square feet, more or less.

79  
80 **BE IT FURTHER RESOLVED that this resolution excludes the Seafarer’s Memorial**  
81 **as described in Resolution 96-27.**

82  
83 PASSED AND ADOPTED by the Homer City Council this \_\_\_ day of \_\_\_\_\_, 2020.  
84



CITY OF HOMER

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KEN CASTNER, MAYOR

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90 ATTEST:

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95 MELISSA JACOBSEN, MMC, CITY CLERK  
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100 Fiscal information: N/A

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**CITY OF HOMER  
HOMER, ALASKA**

Evensen / Hansen-Cavasos

**RESOLUTION 20-008(S-3)**

A RESOLUTION OF THE HOMER CITY COUNCIL DESIGNATING HOMER SPIT AMENDED LOT 31, ~~KNOWN AS~~ **ADJACENT TO SEAFARER’S MEMORIAL**, AS GREEN SPACE AND ADOPTING A LAND MANAGEMENT POLICY THAT PRESERVES LOT 31 FOR WILDLIFE AND AS A NATURAL AGENT FOR EROSION MITIGATION

WHEREAS, **Adjacent land immediately West, North and South of** Seafarer’s Memorial is a 2.52 acre lot located off of the Sterling Highway near the end of the Homer Spit with a legal description of Homer Spit Amended Lot 31; and

WHEREAS, Historical use of the lot has been a memorial gazebo honoring those who were lost at sea, 45 parking places and open space **with dirt path trails to the beach**; and

WHEREAS, Seafarer’s Memorial **Lot 31** is zoned Open Space – Recreation **and is listed in the Homer Spit Comprehensive Plan as Conservation and Beach Access**; and

WHEREAS, According to Homer City Code 21.32.010, the purposes of the Open Space - Recreation District are primarily to promote public recreational opportunities while protecting and preserving the natural and scenic resources of the area and public access to tidelands; and

WHEREAS, Scenic views from the Spit are unobstructed at Seafarer’s Memorial, where beach grasses positioned in the foreground offer uncommon and distinctive ocean views; and

WHEREAS, Loss of natural grasslands on the Homer Spit has increased historically to present in spite of the importance of beach grasses for Kachemak Bay ecosystems, where they provide habitat, food for wildlife, and erosion control; **Alaska** Islands and Ocean Visitors Center designates beach grass seed as important food in the dead-of-winter for song sparrows and gray-crowned rosy-finches; and

**WHEREAS, The Spit Comprehensive Plan states that one development goal is to “preserve and protect important wildlife and bird sanctuary areas” and that “preserving habitat is important to the environment and local economy” (4.4); the guiding document encourages the habitat for native species such as beach ryegrass “be maintain and enhanced” in order to mitigate ongoing marine erosion; and**

WHEREAS, Seafarer’s Memorial **Lot 31** contains some of the only undeveloped land left on the Homer Spit and should be preserved as a habitat for beach grasses and other natural vegetation, birds, and wildlife; and

44 WHEREAS, Supra-tidal beach berms ~~at~~ **near** Seafarer’s Memorial have been identified  
45 as critical environment for migratory and resident shorebirds, and provides wildlife habitat  
46 (e.g., for marine mammals) near the geographical center of Kachemak Bay, which is unique  
47 regionally; and  
48

49 WHEREAS, Through data collection and ongoing bird counts, this region of the Spit has  
50 been identified by Cornell University’s Ornithology Lab as an International Birding Hot Spot  
51 location; and  
52

53 WHEREAS, Wild bird migration, feeding, and nesting in and around Homer are  
54 important economic bases for the City; their presence attracts visitors nationally and  
55 internationally; their financial impact is broad and realized via nature or eco-tourism in general  
56 as well as special events (such as the annual Shorebird Festival); and  
57

58 WHEREAS, The Greater beach ~~of~~ **near** Seafarer’s Memorial is a crucial foundation  
59 geologically that provides *coastal sand supply*; its ample sand, pebble and gravel components  
60 directly preserve the Homer Spit “system” as a whole and, through natural marine processes,  
61 mitigate erosion along easternmost beaches of the Spit including the terminus.  
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64 **Memorial Park.**  
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66 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby designates  
67 Homer Spit Amended Lot 31 as green space, but requires no specific signage.  
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70 passage of this resolution shall be maintained in perpetuity as green space and open to the  
71 public, free from buildings, parking, camping, hardscaping of any kind, and earthmoving of any  
72 kind beyond regular parking space maintenance, which is spatially limited to present 45  
73 parking spaces.  
74

75 BE IT FURTHER RESOLVED that any new trail development is limited to the public beach  
76 access dedicated through the Land and Water Conservation Fund Grant # 02-00430 and  
77 defined as the northwestern twenty feet of Lot 31, Homer Spit Amended; being a strip of land  
78 twenty feet wide, immediately adjacent and parallel to the northwest property line, and also  
79 being immediately adjacent to Lot 27; containing 3,595 square feet, more or less.  
80

81 **BE IT FURTHER RESOLVED that this resolution excludes the Seafarer’s Memorial**  
82 **as described in Resolution 96-27.**  
83

84 PASSED AND ADOPTED by the Homer City Council this \_\_\_ day of \_\_\_\_\_, 2020.  
85

CITY OF HOMER

---

KEN CASTNER, MAYOR

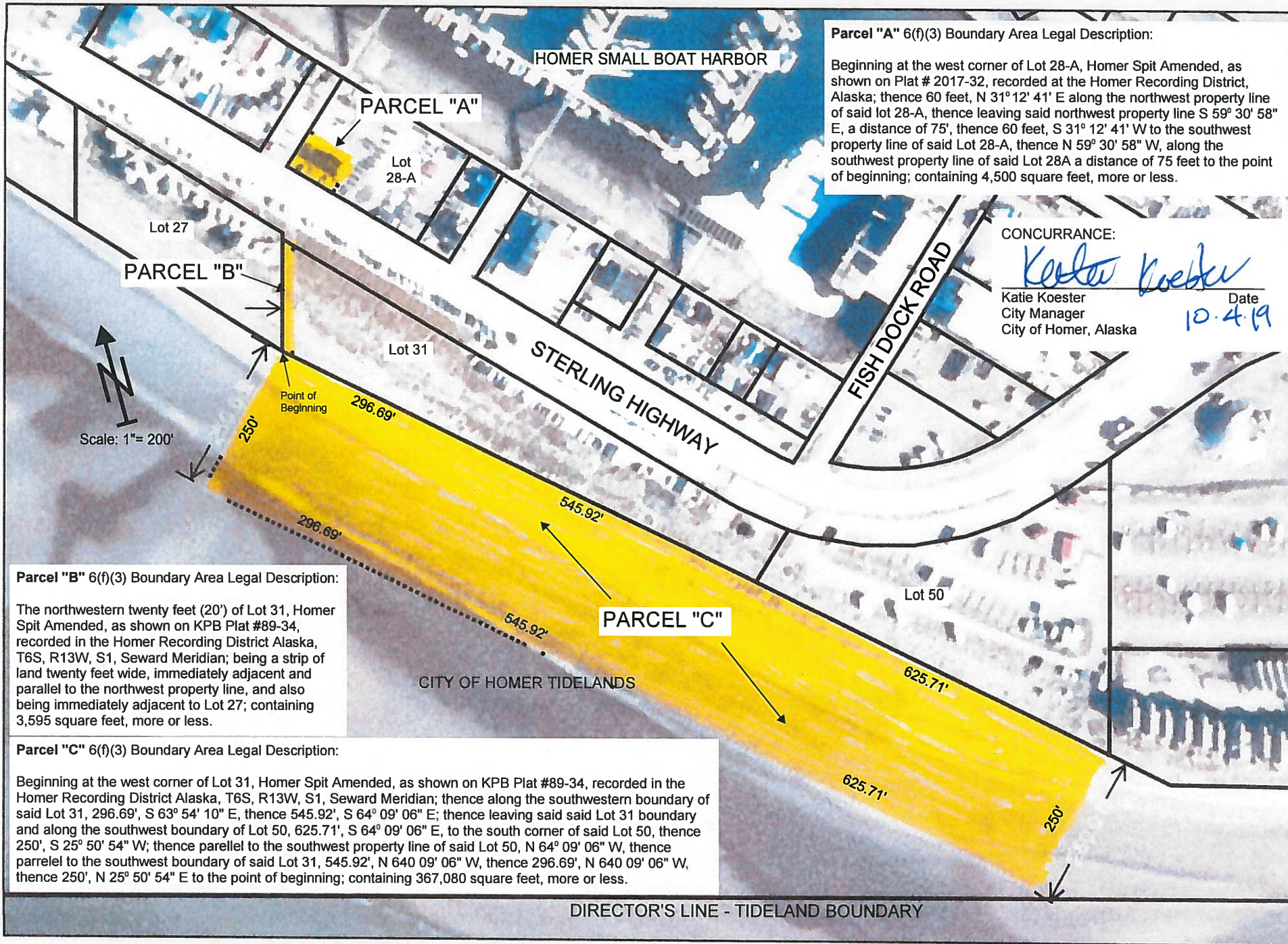
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96 MELISSA JACOBSEN, MMC, CITY CLERK  
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101 Fiscal information: N/A





**Parcel "A" 6(f)(3) Boundary Area Legal Description:**

Beginning at the west corner of Lot 28-A, Homer Spit Amended, as shown on Plat # 2017-32, recorded at the Homer Recording District, Alaska; thence 60 feet, N 31° 12' 41" E along the northwest property line of said lot 28-A, thence leaving said northwest property line S 59° 30' 58" E, a distance of 75', thence 60 feet, S 31° 12' 41" W to the southwest property line of said Lot 28-A, thence N 59° 30' 58" W, along the southwest property line of said Lot 28A a distance of 75 feet to the point of beginning; containing 4,500 square feet, more or less.

CONCURRENCE:

*Katie Koester*  
 Katie Koester  
 City Manager  
 City of Homer, Alaska  
 Date  
 10-4-19

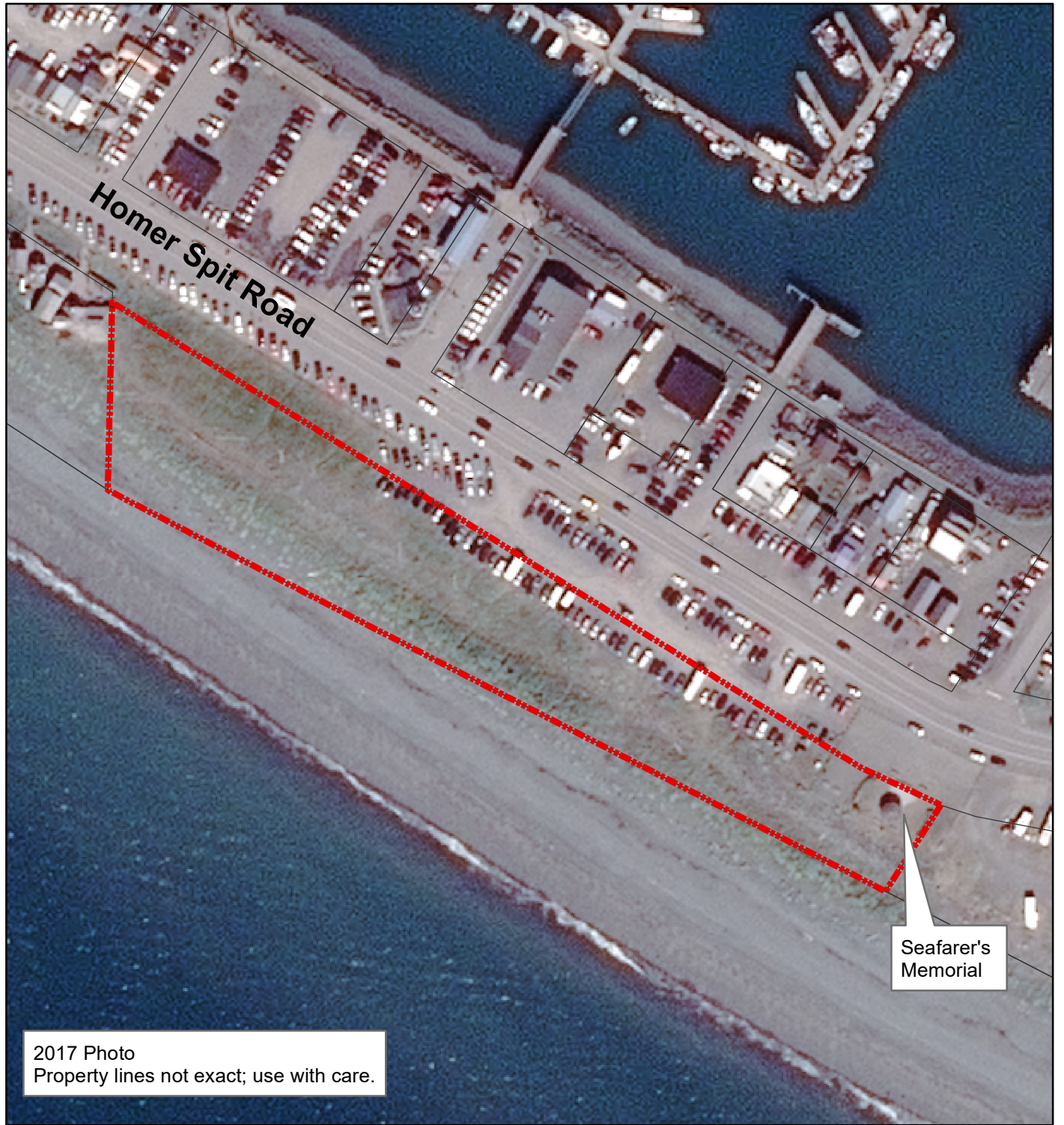
**Parcel "B" 6(f)(3) Boundary Area Legal Description:**

The northwestern twenty feet (20') of Lot 31, Homer Spit Amended, as shown on KPB Plat #89-34, recorded in the Homer Recording District Alaska, T6S, R13W, S1, Seward Meridian; being a strip of land twenty feet wide, immediately adjacent and parallel to the northwest property line, and also being immediately adjacent to Lot 27; containing 3,595 square feet, more or less.

**Parcel "C" 6(f)(3) Boundary Area Legal Description:**

Beginning at the west corner of Lot 31, Homer Spit Amended, as shown on KPB Plat #89-34, recorded in the Homer Recording District Alaska, T6S, R13W, S1, Seward Meridian; thence along the southwestern boundary of said Lot 31, 296.69', S 63° 54' 10" E, thence 545.92', S 64° 09' 06" E; thence leaving said Lot 31 boundary and along the southwest boundary of Lot 50, 625.71', S 64° 09' 06" E, to the south corner of said Lot 50, thence 250', S 25° 50' 54" W; thence parallel to the southwest property line of said Lot 50, N 64° 09' 06" W, thence parallel to the southwest boundary of said Lot 31, 545.92', N 64° 09' 06" W, thence 296.69', N 64° 09' 06" W, thence 250', N 25° 50' 54" E to the point of beginning; containing 367,080 square feet, more or less.





2017 Photo  
Property lines not exact; use with care.



City of Homer  
Planning and Zoning Department

1/3/2020

Lot 31  
Homer Spit Subdivision Amended



226



*Disclaimer:*  
It is expressly understood the City of Homer, its council, board, departments, employees and agents are not responsible for any errors or omissions contained herein, or deductions, interpretations or conclusions drawn therefrom.



# City of Homer

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

Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3106

(f) 907-235-3118

## Memorandum 20-052

TO: Mayor Castner and Homer City Council  
THROUGH: Port and Harbor Advisory Commission and Homer Planning Commission  
FROM: Julie Engebretsen, Deputy City Planner  
DATE: April 21, 2020  
SUBJECT: Resolution 20-007(S), Seafarer's Memorial

---

At the January 13, 2020 City Council Meeting, Council introduced Resolution 20-007(S) and referred it to the Port and Harbor Advisory and Homer Planning Commissions. Both Commission discussed the resolution at their subsequent meetings.

### **Planning Commission:**

At the February 19, 2020 HPC meeting, their recommendations were as follows:

BENTZ/BOS MOVED TO RECOMMEND CITY COUNCIL FURTHER AMEND RESOLUTION 20-008(S) BY INSERTING THE FOLLOWING LANGUAGE:

ADDING AFTER LINE 61: WHEREAS, RESOLUTION 96-27 DESIGNATED A 100 FOOT BY 100 FOOT AREA AS THE SEAFARER'S MEMORIAL PARK; AND

ADDING AFTER LINE 76: BE IT FURTHER RESOLVED, THIS RESOLUTION EXCLUDES THE SEAFARER'S MEMORIAL PARK AS DESCRIBED IN RESOLUTION 96-27

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

- Recommended amending line 30-31 to delete the "s" from the word "Ocean" and insert "Alaska" before the word "Islands" this will correct the name of the facility
- Recommended amending Line 73 to delete the word "in"
- Recommended support of the intent of the resolution to protect the area

### **Port and Harbor Advisory Commission Comments (2/26/20 meeting):**

ZIMMERMAN/ULMER MOVED TO RECOMMEND TO CITY COUNCIL THAT THE EXISTING PARKING AREA, DELINEATED BY PORT AND HARBOR STAFF MEASURING, BE LEFT AS PARKING AND CITY COUNCIL CAN DO WHAT THEY WANT WITH THE REST OF THE LOT.

VOTE: YES: ERICKSON, ULMER, DONICH, CA [ ] ZEISET, STOCKBURGER, ZIMMERMAN

## **Attachments**

1. Staff Report 20-16, with attachments
2. 2/19/20 HPC minutes excerpt
3. 2/26/20 PHAC minutes excerpt
4. Map





# City of Homer

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

## Planning

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3106

(f) 907-235-3118

### Staff Report PL 20-16

TO: Homer Planning Commission, Port and Harbor Advisory Commission  
THROUGH: Rick Abboud, City Planner  
FROM: Julie Engebretsen, Deputy City Planner  
DATE: February 19, 2020  
SUBJECT: Resolution 20-008(S) Seafarers Memorial

---

**Requested action:** Provide comments to Council.

### Introduction

At the meeting of January 13, 2020, the City Council considered Resolution 20-008(S), and referred it to the Planning and Port and Harbor Commissions. A copy of the resolution and Council minutes are attached. The resolution proposes to have a property management policy of no further development, with the exception of a future trail to the beach. This would mean no expansion of the existing parking lot.

### Analysis

There has been a lot of discussion about this property in the past several months. Rather than rehash this recent conversation, please go around the table and give each commissioner the opportunity to provide one or two comments on the resolution. Minutes of your meeting will be forwarded to the City Council.

The Seafarers Memorial is located on this parcel and Resolution 96-27 dedicated a 100x100 foot area, or 10,000 square feet of this parcel to this use. The remainder of Lot 31 was not designated as a park, from what staff research shows. The resolution should be clear that this memorial area is excluded from this resolution.

### Staff Recommendation

Staff recommends two amendments:

1. On line 63, insert: Whereas, Resolution 96-27 designated a 100' x 100' foot area as the Seafarer's Memorial Park.
2. On line 78, insert: BE IT FURTHER RESOLVED this resolution excludes the Seafarers Memorial as described in Resolution 96-27.

**Attachments**

Resolution 20-008(S)

1/13/2020 Council Minutes Excerpt

Map of Lot 31

Historical information on Seafarer's Memorial



44 WHEREAS, Supra-tidal beach berms at Seafarer’s Memorial have been identified as  
45 critical environment for migratory and resident shorebirds, and provides wildlife habitat (e.g.,  
46 for marine mammals) near the geographical center of Kachemak Bay, which is unique  
47 regionally; and  
48

49 WHEREAS, Through data collection and ongoing bird counts, this region of the Spit has  
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77

78 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of January, 2020.  
79

80 CITY OF HOMER

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83 \_\_\_\_\_  
KEN CASTNER, MAYOR

84 ATTEST:  
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86 \_\_\_\_\_  
87 MELISSA JACOBSEN, MMC, CITY CLERK  
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89  
90 Fiscal information: N/A



Councilmember Venuti shared her support for the substitute and appreciated the comments about speaking up for the animals in the bay, we need to consider the marine life.

Mayor Castner shared he received comments saying don't substitute your voice for my voice. He thinks the substitution of voice came from the top, there was one person who substituted their voice for everyone else in the State and that's what brought us to the table. However when you gather the voice of the City, you have to ensure that it's meaningful and appropriate. He doesn't know if anyone cares about the voice of the City is in this regard. He agrees that if this turns sideways that the City continue to have a seat at the table like they have through past processes for the park and critical habitat plan.

VOTE: YES: LORD, ADERHOLD, EVENSEN, VENUTI  
NO: SMITH

Motion carried.

- b. Resolution 20-008, A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

Resolution 20-008(S), A Resolution of the Homer City Council Designating Homer Spit Amended Lot 31, Known as Seafarer's Memorial, as Green Space and Adopting a Land Management Policy that Preserves Lot 31 for Wildlife and as a Natural Agent for Erosion Mitigation. Evensen/Hansen-Cavasos.

EVENSEN/VENUTI MOVED TO ADOPT RESOLUTION 20-008 BY READING OF TITLE ONLY.

EVENSEN/VENUTI MOVED TO SUBSTITUTE RESOLUTION 20-008(S) FOR 20-008.

Councilmember Evensen noted the bold and underlined changes in the substitute resolution.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Councilmember Evensen said this came up from public feedback during the Planning Commissions review of a CUP for parking at the Seafarer's Memorial. Community members have pointed out there are few places on the spit that are open spaces and the importance of maintaining the habitat it offers. There's a healthy lobe of sand and not interfering with that portion will benefit the spit, particularly the eastern most beaches and the end of the spit, through natural processes.

Councilmember Aderhold shared her appreciation for this and acknowledged it's a big decision. She doesn't feel one meeting allows for adequate discussion and it overlaps with

responsibilities with Port and Harbor Commission and Planning Commission at a minimum. She'd like guidance from those Commissions and more opportunity for public input.

Councilmember Smith agreed and added they just funded a parking study for the spit. It will be important to know what those findings are before making any final decisions as there may be minimal ability to do some improvements in that area.

LORD/EVENSEN MOVED TO POSTPONE THIS RESOLUTION TO OUR SECOND MEETING IN APRIL AND REFER IT TO PLANNING AND PORT AND HARBOR COMMISSIONS FOR THEIR REVIEW PRIOR TO THAT.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- c. Resolution 20-009, A Resolution of the Homer City Council Approving an Automatic Aid Agreement and Operational Plan between Anchor Point Fire and Emergency Medical Service Area and the City of Homer Volunteer Fire Department for Fire Response Services and Authorizing the City Manager to Execute the Appropriate Documents. Smith.

VENUTI/EVENSEN MOVED TO ADOPT RESOLUTION 20-009 BY READING OF TITLE ONLY.

Councilmembers Smith and Lord summarized the discussion from their worksession this is in relation to improving the response time with our fire apparatus in helping surrounding areas, as well as Anchor Point assisting in response to City emergencies.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- d. Resolution 20-004, A Resolution of the Homer City Council Approving an Economic Development and Tourism Marketing Agreement between the City of Homer and the Homer Chamber of Commerce. City Manager.

ADERHOLD/LORD MOVED TO ADOPT RESOLUTION 20-004 BY READING OF TITLE ONLY.

Councilmember Aderhold noted they discussed this resolution at Committee of the Whole and the request by the Chamber for additional funding relate to the shack on the spit. The Chamber would like to change it from the Derby Shack to more of a spit visitor center location. They didn't come to agreement on whether to increase the funds or how the fund might be used. City Manager Koester suggested if the intent is to discuss a budget amendment, and they are okay with the marketing agreement, they approve the resolution as is, and then direct her to



CITY OF HOMER  
HOMER, ALASKA

RESOLUTION 96- 27

A RESOLUTION OF THE HOMER CITY COUNCIL OFFICIALLY DESIGNATING THE SEAFARER'S MEMORIAL AS A "PARK" FOR THE PURPOSE OF IT BEING INCLUDED ON THE LIST OF CITY PARK LAND AND ELIGIBLE FOR CITY MAINTENANCE..

WHEREAS, there is approximately 95.51 combined acres now designated as City land now used for parks and recreation, (45.28 acres officially designated and 50.23 acres unofficially designated); and

WHEREAS, the Homer City Council approved the area for Seafarer's Memorial on 26 November 1990, by Memorandum 90-230, defined as 10,000 square feet (100' X 100') located within Lot 31, Homer Spit Amended Subdivision; and

WHEREAS, the memorial has been completed; and

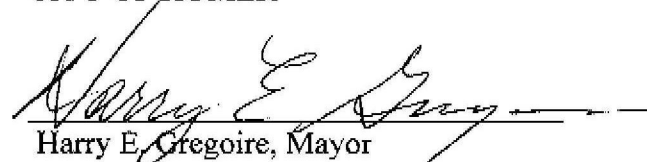
WHEREAS, the City of Homer has stated their intent that this land is for public purposes as well as requesting the Kenai Peninsula Borough to classify this 100' X 100' square feet area of land for public use as a park.

WHEREAS, an official park land is either dedicated as such on a plat or a deed of record.

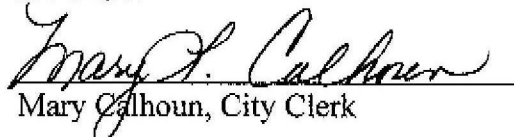
NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Homer designate the SEAFARER'S MEMORIAL PARK as an official City park.

DATED this 8th day of April 1996 at Homer, Alaska.

CITY OF HOMER

  
Harry E. Gregoire, Mayor

ATTEST:

  
Mary Calhoun, City Clerk



# CITY OF HOMER

## CITY HALL

491 EAST PIONEER AVENUE

HOMER, AK 99603-7645

TELEPHONE (907) 235-8121

TELECOPIER (907) 235-3140

MEMORANDUM 96-107

TO: Homer City Council  
FROM: Harry E. Gregoire, Mayor *H.E.G.*  
DATE: April 1, 1996  
SUBJ: SEAFARER'S MEMORIAL PARK

As noted on the attached resolution we have two options for designating this as an officially recognized park for the City of Homer as noted in the Comprehensive Plan. We need to decide the formality of the parks designation.

A replat will cost approximately \$1500. or a survey/Metes and Bounds Description would cost approximately \$500, but this last option will not show up on a plat.

Currently maintenance is done by volunteers and members of the North Pacific Fisheries Association Inc.. This is a precautionary measure to insure continued maintenance in the event that volunteers no longer care for it.

### RECOMMENDATION:

It is recommended that we use the metes and bounds description method of formality for this purpose as it seems to be the most cost affective. We anticipate approximately \$500.

### FISCAL NOTE:

1. Survey/Metes and Bounds Description approximately \$500.
2. The possible maintenance costs have not been identified at this time.

/th

Table 6-1

**City Parkland**

<u>Parks (1)</u>	<u>Acreege</u>
Karen Hornaday Park	40.00 acres
Bishop's Beach Park	2.10 acres
Jeffrey Park	.38 acres
Ben Walters Park	2.48 acres
Bayview Park	.06 acres
WKFL Park	<u>.26 acres</u>
<b>Sub-total Park Acreege</b>	<b>45.28 acres</b>

City Land unofficially designated for parks and recreation is as follows:

<u>Park/Recreation Area (2)</u>	<u>Acreege</u>
Harborside Park	1.50 (approximation)
Sterling Highway Park/RV Dump Station	1.73 acres
Kachemak Drive Sports Park (Proposed)	40.00 acres
Paul Banks Day Use Park (Proposed)	5.00 (approximation)
Mariner Park (Proposed)	<u>2.00 (approximation)</u>
<b>Sub-total Park/Recreation Acreege</b>	<b>50.23 acres</b>

**TOTAL PARKS/RECREATION ACREEGE 95.51 ACRES**

- (1) An official parkland is that which is either dedicated as such on a plat or a deed of record.
- (2) Park and Recreation areas do not include campgrounds or trails. These areas are used for recreational purpose, but have not yet been officially dedicated as such by plat or deed.

Source: 1989 City Planning Department Records and 1989 Kenai Peninsula Borough Tax Assessor Rolls

HOMER CITY COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 26, 1990

policemen. She queried if an ordinance was required so that this type of mayhem could be adequately handled in the future.

City Manager Swackhammer advised that there is sufficient state laws which serve adequately this type of situation. He informed the Council that there had been arrests made that night.

Councilmember Ringer noting the hefty increase in building permits and suggested that this is another reason to eliminate sign permits particularly with the shortage of personnel in the Planning Department.

COMMITTEE REPORTS

COMMITTEE  
REPORTS

PENDING BUSINESS

PENDING  
BUSINESS

NEW BUSINESS

NEW BUSINESS

- A. Memorandum 90-230, from the City Planner to the City Manager,  
Re: SEAFARERS MEMORIAL

MEMORIAL/  
SEAFARER'S  
MEMORIAL

HENRY/RINGER - MOVED FOR THE ADOPTION OF THE RECOMMENDATIONS OF MEMORANDUM 90-230. (Recommendation: Approve the North Pacific Fisheries Association, Inc. request for approximately 10,000 square feet, or a 100 X 100 foot area to be located within Lot 31, Homer Spit Amended Subdivision, to be used as a Seafarer's Memorial.)

Councilmember McHone expressed concern with the location, wanting to make certain that this would not be in the way of any dredging efforts or other required work.

Councilmember Ringer allayed his concerns, adding that this is a culmination of a long process and has been reviewed very carefully with numerous locations. This location has been selected for its visibility and accessibility and has met all qualifying criteria. Mr. Ringer advised that there is only one or one and a half years more of filing needed before moving to a new location.

VOTE: YES: HANOSKI, SWEIVEN, GODFREY, RINGER, HENRY, MCHONE.

Motion carried.

RESOLUTIONS

RESOLUTIONS

- A. RESOLUTION 90-85, OF THE HOMER CITY COUNCIL NAMING UNNAMED  
RIGHT-OF-WAY WOODSIDE AVENUE.

ROADS/STREETS  
WOODSIDE AVE.



# CITY OF HOMER

CITY HALL

491 EAST PIONEER AVENUE

HOMER, AK 99603-7624

TELEPHONE (907) 255-8121  
TELECOPIER (907) 255-8146

RECEIVED

NOV 19 1990

MEMORANDUM 90-230

TO: C. E. SWACKHAMMER, CITY MANAGER *CS*

FROM: EILEEN R. BECHTOL, CITY PLANNER *ERB*

DATE: NOVEMBER 20, 1990

SUBJECT: SEAFARER'S MEMORIAL

The North Pacific Fisheries Association, Inc. has requested that the City of Homer designate an approximate 10,000 square foot area on the Homer Spit for a Seafarer's Memorial. The property requested is contained within Lot 31, Homer Spit Amended Subdivision, located on the west side of the Spit across from Fish Dock Road. The proposed dedication would be an approximate 100 foot x 100 foot section of the lot, which is zoned Open Space Recreation.

The purpose of the proposed memorial is to honor and remember those lost at sea and to provide a place where families and friends can go pay their respects. The North Pacific Fisheries Association, Inc. is currently requesting design ideas from the community.

The Port and Harbor Commission reviewed the proposal at the September 19, 1990 meeting and approved the concept of a Seafarer's Memorial at the proposed location. The Lease Negotiating Committee reviewed the proposal and voice non-objection.

### Recommendation

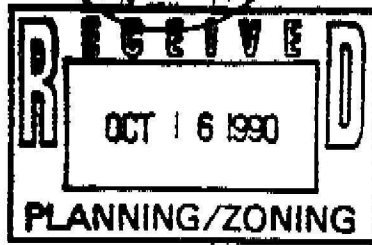
The Homer City Council approve the North Pacific Fisheries Association, Inc. request for approximately 10,000 square feet, or a 100 x 100 foot area to be located within Lot 31, Homer Spit Amended Subdivision, to be used as a Seafarer's Memorial.

### Attachments

1. Letter from NPFA, received 10/16/90
2. Vicinity Map
3. Port and Harbor Commission meeting minutes, dated 9/19/90



# North Pacific Fisheries Association, Inc.



HEADQUARTERS:

BOX 796 • HOMER ALASKA 99603

## SEAFARER'S MEMORIAL

The purpose of the Seafarer's Memorial will be to honor and remember those lost at sea and to provide a place where families and friends can come to pay their respects. It will also serve as a tribute to all the community members who earn their living on the seas.

The Memorial will also be a place where groups may hold memorial services, blessings of the fleet and similar services.

The City of Homer has proposed a portion of the Homer Spit for the Seafarer's Memorial Park. The proposed site is an area 100' x 100' on the west side of the Spit across from Fish Dock Road.

The Seafarer's Memorial Park Committee is accepting ideas for the Seafarer's Memorial Park. The committee has tried to put as few guidelines on the idea stage of the Seafarer's Memorial Park as possible so as not to limit the imagination and/or creativity of any one person or group with an idea.

The guidelines are: (1) Positive, (2) Uplifting and (3) May depict, but not limited to the diverse uses and activities of the sea.

Submissions of ideas may be a total concept of the entire 100' x 100' proposed Seafarer's Memorial Park or any part of the proposed area.

Submissions must include: (1) Name (2) Address (3) Phone Number. Please send submissions to NPFA at the above address or leave with Homer Secretarial Services at 1213 Ocean Drive, Homer, before January 31st, 1991.

For further information contact any of the following:

Alan Parks  
235-5680

Ken Hinkie  
235-3429

Evan Cundiff  
235-8831

Judy Winn  
235-8712

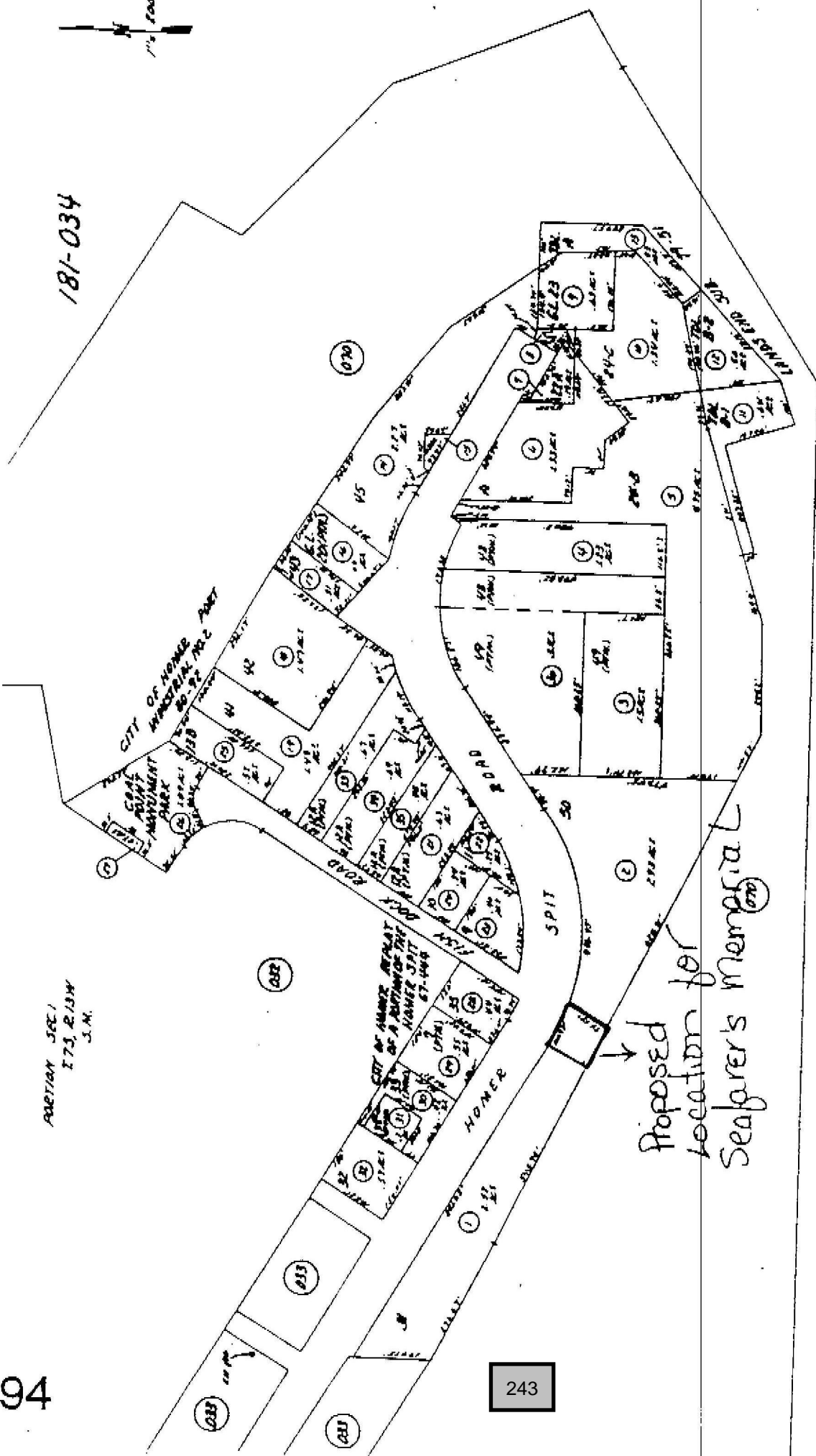
Doug Cougenhower  
235-5643

Rick Wise  
235-8195

Lou Lovelace  
235-6134

SECTION SEC 1  
T.73. R.13W  
S.4N.

181-034



HONER SPIT AMENDED  
89-34

THIS MAP IS PREPARED FOR KENAI PENINSULA BOROUGH ASSESSING DEPARTMENT USE ONLY AND IS NOT INTENDED FOR ANY OTHER USE OR REPRESENTATION

Assessor's Map  
Kenai Peninsula Borough, Alaska

NOTE - Assessor's Block Numbers Shown in Ellipses  
Assessor's Parcel Numbers Shown in Circles



PORT/HARBOR ADVISORY COMMISSION  
REGULAR MEETING MINUTES  
SEPTEMBER 19, 1990

a thirty day/one year cancellation clause, it made it difficult to do any costly improvements and development. He said he was serious about continuing improvements and would like an additional 36,000 square feet to work with, basically one hundred feet on top of the current space on Lot 49. He understood that the City was trying to hold land for the "highest and best use." He felt with the new deep water dock and staging on the 30 Acres that the time might be right that camping is the highest and best use of the area by the old dock. He asked the Commission to support his request for additional space for further expansion of the campground to include water and sewer hookup.

Chairman Vanderbrink complimented Mr. Chapple on his campground operation. He stated he had no objection to Mr. Chapple's request for additional space but recommended the expansion be on the lower part of Lot 48 rather than Lot 49. He reminded the Commission that the State was negotiating with the City for staging ground in that area. Further, that under the current contract with Oceantrawl which gives them the right to sell their interest in the Deep Water Dock (basically making it a private dock), the City should maintain staging area near the City Dock.

Mr. Christopher asked Mr. Chapple that instead of adding the one hundred feet on top of their existing lot, would he consider continuing the lot line across Lot 48 behind the City impound yard, basically dividing that lot in two. Mr. Chapple was in agreement.

Chairman Vanderbrink recommended the City investigate purchasing the beachfront property currently owned by FDIC extending towards Lands End. This land is currently designated open space recreational.

The Commission took a break at 8:30 p.m. - the meeting resumed at 8:50 p.m.

HINKLE/KLINKER - MOTION TO THE CITY COUNCIL THAT THE PORT AND HARBOR COMMISSION RECOMMENDS THAT IF REQUESTED THE HOMER SPIT CAMPGROUND BE EXTENDED FROM ITS PRESENT LOCATION ON LOT 49 SOUTH TO LOT 48.

The motion passed unanimously.

B. Alan Parks - Seafarers' Memorial

Mr. Parks informed the Commission that he was there on behalf of the Seafarers' Memorial Committee of which Commissioner Hinkle was also a member. He related the general purpose was to honor



PORT/HARBOR ADVISORY COMMISSION  
REGULAR MEETING MINUTES  
SEPTEMBER 19, 1990

persons lost at sea and that the Committee's initial goal was to alert people of the concept. They were working on raising funds, choosing an appropriate site, developing guidelines for memorial monument, establishing a list of supporters and people willing to donate time or money, and much more. The Committee had tentatively picked two locations: at the end of Fish Dock Road looking west and on the overslope (harbor boardwalk), in particular near the Harbormaster's Office. He informed the Commission that the Seafarers' Memorial Committee would meet next Tuesday to chose the location.

Commissioner Hinkle asked what was required to get land dedicated for that use, basically asking for approximately one hundred feet of road frontage on the property where the dredge spills were deposited.

Mr. Christopher responded it would have to be surveyed and then go before the Kenai Peninsula Borough. He suggested they contact Planning and Zoning Department at City Hall.

Commissioner Hinkle responded that maybe "dedicated" was not the correct word as the Committee was only asking the City to allow the memorial to be constructed in the area without changing the lot line. Mr. Christopher said this was possible but it would always belong to the City. Both Commissioner Hinkle and Mr. Parks felt this would be agreeable to the Seafarers' Memorial Committee.

Planning and Zoning Commissioner Anderson responded that the lot line would not have to be changed but what would come before his commission was whether it would be consistent with the Homer Comprehensive Plan. If it was not, it would require a change at the Borough level. If anything else (structure) went on that site, it would require zoning changes as there can only be one principal use on a lot. It would require a variance for conditional use as that area is zoned as open space recreational.

Mr. Parks stated he would like to see the area be primarily a seafarers' memorial and not be surrounded by other uses such as camping. He personally felt the area across from Fish Dock Road was appropriate as it was very visible and boats coming and going from the harbor would be reminded of people lost at sea.

VANDERBRINK/HINKLE - MOTION TO THE CITY COUNCIL THAT THE PORT AND HARBOR COMMISSION WISHES TO AGAIN SUPPORT THE CONCEPT OF A SEAFARERS' MEMORIAL LOCATED ON THE WEST END OF FISH DOCK ROAD OR ELSEWHERE IN THE HARBOR AREA.

PORT/HARBOR ADVISORY COMMISSION  
REGULAR MEETING MINUTES  
SEPTEMBER 19, 1990

The motion passed unanimously.

Mr. Parks said he had learned from Eileen Bechtel that the memorial was listed as a Capital Improvement Project. The Committee felt the memorial fund should have at least \$90,000 before construction began and if they could get matching funds, the money could be easily raised.

VANDERBRINK/KRANICH - MOTION TO THE CITY COUNCIL THAT THE PORT AND HARBOR COMMISSION RECOMMENDS THAT THE SEAFARERS' MEMORIAL AS PART OF THE 1990 THROUGH 1995 CAPITAL IMPROVEMENT PROGRAM BE ON A ONE FOR FOUR DOLLAR BASIS NOT TO EXCEED \$25,000.

The motion passed unanimously.

INFORMATIONAL ITEMS

STAFF REPORT

COMMENTS OF THE AUDIENCE

COMMENTS OF THE COMMISSION

Commissioner Vanderbrink notified the Commission he would not be present at the next two meetings.

ADJOURNMENT

There being no further business to come before the Commission, the meeting was adjourned at 9:40 p.m. The next regular meeting is scheduled for October 17, 1990.

Ruth A. Hall, Secretary

Commissioner Zeiset inquired on removing HCC 21.46.060(a) Architectural Standards concerning limiting the building colors to earth or seascape tones, whether it should stay open or be limited to a certain color pattern.

There was discussion between the commission and staff on making changes to the verbiage, if a specific motion was required for each change, or if their suggestions can be forwarded to Planning Staff as part of their approval to forward their recommendations to City Council. The commission agreed to discuss their revision suggestions and have them forwarded to staff.

Discussion continued on whether to include code limitations on exterior building colors and what color pallets could be considered “earth” and “seascape” tones, and who in the City has the final authority to determine if a color is allowed.

ZEISET/CARROLL MOVED TO SUSPEND RULES TO ALLOW PUBLIC COMMENT FROM MS. MATTHEWS.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

Crisi Matthews, City resident, spoke from the audience regarding her business on the Spit, stating that they have color allowances/restrictions for the buildings on her boardwalk.

The commission continued discussion on the Planning/Zoning process, who has the final authority to approve a building color/design proposal, and the commissioners’ thoughts on color restrictions. The commission agreed to leave that section as-is.

Commissioner Stockburger brought up the previous discussion concerning a 99 year lease suggestion from the last meeting. Discussion ensued; the commission determined that the suggestion was included in the draft memo to Council and addressed the issue that these type of overslope leases require a large investment, which is why a longer lease was suggested. There was further discussion on future potential development and commissioner concerns with deterring business interest with unfavorable lease terms.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **NEW BUSINESS**

- A. Resolution 20-008(S) Seafarer’s Memorial Park Designation
  - i. Resolution 20-008(S) Seafarer’s Memorial Park
  - ii. City Council Minutes Excerpt January 13, 2020

- iii. Map of Lot 31
- iv. Historical information on Seafarer's Memorial

Chair Zimmerman introduced the agenda item by reading of the title and opened the floor for discussion on Resolution 20-008(S), designating Seafarer's Memorial Park as green space.

Commissioner Ulmer commented that, after going to many public meetings and hearing public testimony that the PHC should just let go the prospects of turning that area into additional parking. Ms. Ulmer emphasized her opinion that they need to focus on changing parking habits for the long term. She reiterated her suggestions of bussing people on and off the spit, and that private enterprise will need to step in with a proposal.

Commissioner Donich commented that we do not have much of a choice on whether it should be green space vs. parking since Mother Nature will wipe it out pretty soon. Discussion ensued on erosion control issues on the Spit and the frequency of storms that have damaged that area.

Commissioner Zeiset requested clarification; the resolution seeks to make the area a park but it looks like it does allow some parking. Chair Zimmerman explained that what is being proposed is establishing geographical delineations of the parking areas.

Mr. Zeiset commented that the resolution completely misrepresents what the commission and port and harbor was originally proposing. The PHC never said they were going to get rid of all the beach grass and green space. The original proposal was to recreate the parking areas, extend them into that additional space, and replant all the native vegetation. The public discourse that followed and this resolution made it out to be like their proposal was to pave it all over and that wasn't right.

Commissioner Donich posed the question on what the area will be in the future when the Army Corps of Engineers wants to install rip-rap all down that way to prevent erosion.

Chair Zimmerman agreed that delineating the existing geographical parking area is important. Discussion continued on what current parking area is being referenced in the resolution, where it is located, and how many parking spots that allows.

Commissioner Stockburger asked the commission if the resolution is proposing anything to improve the parkway, such as designated walkways.

Discussion ensued on how the areas are currently zoned (Open Space Recreation, not Conservation), what is being proposed, and the overall importance of maintaining parking in that busy business area on the Spit. A concerning aspect pointed out by the commission is that, based on aerial footage, there are over 100 vehicles parked in that existing area now and the resolution limits that to 45 spaces. Additional comments were made on how the PHC's proposal was going to improve that area and make it safer for pedestrians accessing the beach area and the memorial, and that there is a paved, non-parking area in front of the memorial that could potentially be made available.

ZIMMERMAN/ULMER MOVED TO RECOMMEND TO CITY COUNCIL THAT THE EXISTING PARKING AREA, DELINEATED BY PORT AND HARBOR STAFF MEASURING, BE LEFT AS PARKING AND CITY COUNCIL CAN DO WHAT THEY WANT WITH THE REST OF THE LOT.

There was discussion on the need for staff to delineate where the existing parking is to ensure they do not lose more parking. Commissioners provided justifications on that parking area's importance, noting events such as memorial services.

Commissioner Carroll commented that the current City Council are "greenies", that that the entire resolution is bonkers, the area should be parking, and the PHC doesn't necessarily have to agree with Council. There was deliberation on the size of the lot, if it was worth it.

Commissioner Ulmer commented that the lot is so tiny that we can't fit all the cars and trailers on it and it's not going to solve the parking problem. She reiterated her concerns that they are running out of room, the ongoing impact of tourism on Homer, and that long-term solutions are needed now.

Commissioner Erickson commented that he does not see how much more parking we can get from that area, but at this time the best bet we have is to work towards keeping the current parking that is there. Discussion ensued on the value of keeping it as green space as an amenity, but making sure that dedicated walking areas, such as boardwalks from the road to the beach, were created. Currently, pedestrians walk right through and impact the grass that is being fought to keep protected.

Commissioner Zeiset commented that there will eventually have to be long-term parking solutions, and that the Spit is commonly not the final destination but a space that people move from to other destinations, such as across the bay. There was additional consensus that eventually off-site parking would likely become a solution.

VOTE: YES: ERICKSON, ULMER, DONICH, CARROLL, ZEISET, STOCKBURGER, ZIMMERMAN

Motion carried.

There was brief questions directed towards Commissioner Erickson regarding his trolley/bus business; bussing people on and off the Spit was a possible future parking concept posed by Commissioner Ulmer.

B. Election of PHC Chair & Vice Chair

Chair Zimmerman introduced the agenda item by reading of the title and opened the floor for Chair and Vice Chair nominations.

ULMER MOVED TO NOMINATE MARK ZEISET AS CHAIR.

Motion failed due to a lack of second.

ZEISET/ERICKSON MOVED TO ELECT STEVE ZIMMERMAN AS CHAIR.

Deputy City Planner Engebretsen explained briefly that for tall/cell towers staff used the existing code outlined in Residential Office District in the proposed Medical District. The sign code is similar to Residential Office but allows more signage, currently in Residential Office six feet of signage is allowed, with some exceptions, and up to 50 feet of signage will be allowed in the proposed Medical District. She continued noting the difficulty in viewing signage at the existing size currently allowed in Residential Office.

City Planner Abboud provided some clarifications on the tower code for the Commission.

Commissioner Bos advocated for inserting a number of 60 feet for the building height.

Deputy City Planner confirmed that staff will conduct additional research on building height and roof pitches.

A brief discussion ensued on the standard floor height in building construction today; planning for growth before it happens; taking the time to discuss aspects such as landscaping being beneficial; reviewing the Community Design Manual to bring back recommendations for amending the ordinance at the next meeting as far as design.

Further discussion continued on the signage requirements of 36 square feet for free standing signage; wall signage in relation to setbacks and landscaping; consideration of the residential aspects of the area; allowing illumination of signage, internal and external.

## **NEW BUSINESS**

### **A. Staff Report 20-16 Resolution 20-008(S) Seafarer's Memorial**

City Planner Abboud provided a summary of Staff Report 20-16 noting that City Council is proposing to allow no further improvements around the Seafarer's Memorial other than a public walkway.

Discussion and comments were made on the following:

- Clarification on the actual Seafarer's Memorial Park was only 100 feet x 100 feet area and was incorrectly stated in the Resolution as a 2.52 acres
- Parking is around the area not dedicated to the memorial
- Premature action before they have big picture analytics since a parking study and traffic study is in motion and a preference to have that information before making a decision
- The intent of the resolution is to prevent or prohibit expansion of the parking lot and a result of the public comment and to protect the open space.
- Resolutions can be changed in the future
- Parking areas are allowed in Open Space Recreational by Conditional Use and is not considered a zoning or rezoning action.

- The action was already brought before the Commission and it was denied but that does not negate the fact that another application could come before this commission again in the future.
- Recommended improvements on the existing parking lot be a benefit but preserving the existing coastline as is
- Recommended amending Resolution 20-008(S), Line 12 to reflect, “Whereas Seafarer’s Memorial area is a 10,000 sf dedicated space on a 2.52 acre lot”
- Recommended Line 16 should be amended to reflect the spatial area used for parking by the square footage instead of the number of spaces since many comments were made on the increased efficiency needed for the existing parking.
- Recommended amending Line 69 in the same manner as line 16 to reflect square footage not the number of parking spaces to preserve the historical use

Vice Chair Smith called for a motion.

BENTZ/BOS MOVED TO RECOMMEND CITY COUNCIL FURTHER AMEND RESOLUTION 20-008(S) BY INSERTING THE FOLLOWING LANGUAGE:

ADDING AFTER LINE 61: WHEREAS, RESOLUTION 96-27 DESIGNATED A 100 FOOT BY 100 FOOT AREA AS THE SEAFARER’S MEMORIAL PARK; AND

ADDING AFTER LINE 76: BE IT FURTHER RESOLVED, THIS RESOLUTION EXCLUDES THE SEAFARER’S MEMORIAL PARK AS DESCRIBED IN RESOLUTION 96-27

There was a brief clarification on continuing individual recommendations from the Commission.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried

Recommendations from the Commission continued as follows:

- Recommended amending line 30-31 to delete the “s” from the word “Ocean” and insert “Alaska” before the word “Islands” this will correct the name of the facility
- Recommended amending Line 73 to delete the word “in”
- Recommended support of the intent of the resolution to protect the area

B. Staff Report 20-17, SAD Priorities for the HAWSP

Vice Chair Smith introduced the item by reading of the title into the record.

City Planner Abboud reviewed Staff Report 20-17 and pointed out the following:

- Funding for HAWSP is 3/4 of one percent original ballot language was provided and any projects related to water and sewer are eligible not just special assessment districts
- The manual listed 10 project criteria that apply to all HAWSP funded projects

**CITY OF HOMER  
HOMER, ALASKA**

Lord/Hansen-Cavazos

**RESOLUTION 20-045**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
RECOGNIZING AND CELEBRATING GRADUATING HIGH SCHOOL  
SENIORS AND COMMITTING CITY SUPPORT TO THEIR  
GRADUATION CEREMONIES AND CELEBRATIONS DURING THE  
COVID-19 PANDEMIC.

WHEREAS, Graduating from high school is a major accomplishment for a student, and is the culmination of many years of dedicated hard work and commitment; and

WHEREAS, Although the City of Homer does not have direct K-12 education responsibilities, the successes of our students, young adults, and families are a critically important backbone of the City; and

WHEREAS, The global COVID-19 pandemic and our community response means, like schools across the country and the world, our graduating seniors will break from tradition in their graduation ceremonies; and

WHEREAS, The City of Homer Community Parks and Recreation Program mission is to promote community involvement and life-long learning through educational and recreational opportunities for people of all ages, accomplished through maximizing usage of all community facilities and resources, while utilizing, expanding and uniting local business and school resources and expertise and to address social and community concerns; and

WHEREAS The City of Homer has resources that may be of use to the School District and the students, including safety cones and personnel, as they plan for and execute new graduation ceremonies in 2020.

NOW, THEREFORE, BE IT RESOLVED, that the City Council on behalf of the City of Homer recognizes and celebrates all high school graduates in the City of Homer, including those graduating from Homer High School, Flex, and Connections.

BE IT FURTHER RESOLVED, the City's Community Recreation Program will work in partnership with the Kenai Peninsula Borough School District to provide support for graduation ceremonies in 2020, providing use of City owned supplies and resources at the discretion of the Public Works Director, this includes the Homer Port and Harbor Department working with Homer Flex to provide outdoor space for their graduation ceremony.



43 BE IT FURTHER RESOLVED, the City of Homer will display three light post banners  
44 celebrating graduating seniors along Pioneer Avenue, paid for with reallocated funds from the  
45 Community Recreation advertising budget and/or under the Economic Development Public  
46 Education budget at the discretion of the City Manager.

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48 PASSED AND ADOPTED by the Homer City Council this 11<sup>th</sup> day of May, 2020.

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CITY OF HOMER

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KEN CASTNER, MAYOR

55 ATTEST:

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59 MELISSA JACOBSEN, MMC, CITY CLERK

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61 Fiscal Note: Account#: Economic Development Public Education 100-0112-5604 and  
62 Community Recreation Advertising #100-0115-5227

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

Aderhold

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4 **RESOLUTION 20-046**

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6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 ADDRESSING THE IMPACTS COVID-19 HAS ON CITY FINANCES,  
8 REQUESTING ADDITIONAL FINANCIAL SUPPORT TO RESTORE  
9 SHORTFALLS IN ANTICIPATED 2020 REVENUES FROM THE STATE  
10 OF ALASKA AND FEDERAL GOVERNMENT, AND THANKING STATE  
11 AND FEDERAL OFFICIALS FOR THEIR RESPONSE TO THE  
12 PANDEMIC.

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14 WHEREAS, In response to the COVID-19 Pandemic the following actions have been  
15 taken by the City of Homer:

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- 18 • The City of Homer Emergency Center was activated on March 16, 2020.
  - 19 • An emergency was declared for the City of Homer by the Mayor on March 18, 2020.
  - 20 • Homer City Council ratified the emergency declaration and extended it by 90 days with  
21 the adoption of Resolution 20-029 on March 23, 2020.
  - 22 • The Kenai Peninsula Borough and State Division of Homeland Security were notified of  
23 these actions in accordance with the City of Homer Emergency Operations Plan (EOP).
  - 24 • A Point of Dispensing Plan was adopted as part of the EOP by Resolution 20-027 on  
25 March 23, 2020.
  - 26 • City of Homer Personnel Regulations were amended to address policies related to  
27 emergency declarations by Resolution 20-028 on March 23, 2020.
  - 28 • Measures providing increased time for certain payments during the COVID-19  
29 Emergency were affirmed with the adoption of Resolution 20-037 on April 13, 2020 and  
30 Resolution 20-041 on April 27, 2020; and

31 WHEREAS, On March 24, 2020, Homer City Council appropriated \$50,000 from the  
32 General Fund Fund Balance for the Purpose of COVID-19 Preparation and Response for  
33 materials and services; and

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35 WHEREAS, This appropriation does not include the regular and overtime wages or legal  
36 expenses already incurred while addressing the pandemic; and

37  
38 WHEREAS, In addition to following recommendations outlined by the Center for  
39 Disease Control (CDC), the City abides by mandates issued by the Honorable Governor of  
40 Alaska, which has required the City to repurpose staff, purchase supplies, and secure services  
41 such as legal counsel in order to meet the requirements of the mandates and CDC  
42 recommendations; and

43 WHEREAS, The Kenai Peninsula Economic Development District (KPEDD) is conducting  
44 the Kenai Peninsula COVID-19 Economic Impact Surveys. The first survey period was March 20<sup>th</sup>  
45 through the 27<sup>th</sup> and was completed by 721 businesses across the Borough. The responses  
46 identified negative impacts in the areas of disruption of business, decline in revenue, impacts  
47 to supply chains, risk of closures, and borderline impacts to employment; and

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49 WHEREAS, The State of Alaska mandates have required individuals, businesses, and the  
50 City to operate at a limited capacity, which reduces the sales tax and user fees that supply  
51 revenue to City operations; and

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53 WHEREAS, Restrictions on travel in order to protect public health and safety  
54 significantly impact the City and community in revenue generated by the tourism industry  
55 through reduced sales tax and user fees; and

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57 WHEREAS, The State of Alaska’s community distribution of the funds provided through  
58 the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) lists Homer receiving  
59 \$7,886,013 in total community assistance plus COVID relief; and

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61 WHEREAS, The Alaska State Legislature is still working with the Governor on the  
62 authority of the state and municipalities to spend this funding, therefore the City cannot count  
63 on this funding until it is disbursed; and

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65 WHEREAS, The CARES Act comes with restrictions and the Coronavirus Relief Fund  
66 Guidance for State, Territorial, Local, and Tribal Governments guidance document released by  
67 the Federal Treasury Department on April 22, 2020 states funds made available through the  
68 passage of the CARES Act “may not be used to fill shortfalls in government revenue to cover  
69 expenditures that would not otherwise qualify under the statute. Although a broad range of  
70 uses is allowed, revenue replacement is not a permissible use of Fund payments”; and

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72 WHEREAS, There are efforts to secure other financing opportunities through the Alaska  
73 State Legislature and an additional stimulus package from Congress to address lost revenues  
74 for local governments; and

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76 WHEREAS, The City is anticipating significant revenue shortfalls to occur for 2020 and  
77 financial support is needed from the State of Alaska and federal government to assist the City  
78 in providing services to residents and visitors; and

79  
80 WHEREAS, The City thanks the state and federal officials diligently working together to  
81 reopen the country and keep Americans safe while providing support to local municipalities  
82 trying to do the same.

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**CITY OF HOMER  
HOMER, ALASKA**

Mayor/Venuti

**RESOLUTION 20-047**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
SUPPORTING AN ADJUSTMENT TO THE 2020 HALIBUT CHARTER  
FLEET REGULATIONS.

WHEREAS, Fishing for halibut aboard commercial charter boats is a vital seasonal economic activity that provides local employment and generates harbor fees and sales tax revenues for the City of Homer; and

WHEREAS, Charter fishing clients are often visitors to Homer that provide ancillary economic benefits through lodging, dining, and other retail purchases; and

WHEREAS, The COVID 19 pandemic has already caused a large number of cancelations and a slump in reservations for the 2020 charter season; and

WHEREAS, State of Alaska restrictions and mandates designed to slow the spread of the virus will reduce the maximum paying capacity aboard many of the charter vessels; and

WHEREAS, Given the reduced effort, and even with a relaxation of rules covering catch limits and fishing days, the charter fleet will not reach its 2020 quota; and

WHEREAS, the North Pacific Fisheries Management Council is holding an emergency meeting on May 15, 2020 to discuss making adjustments for the halibut charter regulations for the 2020 season.

NOW, THEREFORE, BE IT RESOLVED that the Homer City Council supports a modification of halibut charter regulations involving fishing days and catch limits for the 2020 fishing season.

PASSED AND ADOPTED by the Homer City Council this 11th day of May, 2020.

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: N/A