



**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, December 13, 2021 at 6:00 PM**

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

<https://cityofhomer.zoom.us/j/205093973?pwd=UmhJWEZ3ZVdvbDkxZ3Ntbld1NINXQT09>

**Or Dial: +1 669 900 6833 or +1 253 215 8782 or Toll Free 877 853 5247 or 888 788 0099**

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

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

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

### **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 Special and Regular Meeting Minutes of November 8, 2021. City Clerk. Recommend adoption.
- [b.](#) Memorandum 21-203 from Mayor Castner re: Re-appointment of Karin Marks to the Kenai Peninsula Economic Development District Board. Recommend approval.
- [c.](#) Memorandum 21-204 from Deputy City Clerk Re: Liquor License Renewal for The Alibi, Kharacters, Down East Saloon, and The Broken Oar. Recommend approval.
- [d.](#) Memorandum 21-205 from Deputy City Clerk Re: Retail Marijuana Store License Renewal for Cosmic Seaweed. Recommend approval.
- [e.](#) Ordinance 21-68, An Ordinance of the City Council of Homer, Alaska Appropriating \$25,000 from the General Fund for Fiscal Year 2022 to Fund Part of the Homer Business

Advisor Position for the Alaska Small Business Development Center and Authorizing the City Manager to Negotiate and Execute Appropriate Documents. Venuti/Erickson. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-206 from Economic Development Advisory Commission as backup

- f. Ordinance 21-69, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Appropriating \$70,485 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund for Installation of a Water Main Extension as part of the Alaska Department of Transportation and Public Facilities Repaving Project. City Manager/Public Works Director. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-207 from Public Works Director as backup

- g. Ordinance 21-70, An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 15.10.010 to Include Oscar Munson Subdivision Lot 34 in the Ocean Drive Loop Special Service District. City Manager/Public Works Director. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-208 from Public Works Director as backup

- h. Ordinance 21-71, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Appropriating an Additional \$138,399 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Complete the Tasmania Court Water and Sewer Improvement Projects. City Manager/Public Works Director. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-216 from Public Works Director as backup

- i. Ordinance 21-72, An Ordinance of the City Council of Homer, Alaska Appropriating \$3,400 from the Land Fund to Acquire Tax Foreclosed Property from the Kenai Peninsula Borough and Retaining the Property for the Public Purpose of Determining the Special Assessment Liens and Creating a Clear Title to the Property, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-209 from Deputy City Planner as backup

- j. Ordinance 21-73, An Ordinance of the City Council of Homer, Alaska Accepting a Healthy and Equitable Community Grant from the State of Alaska Department of Health and Social Services (DHSS) and Authorizing the City Manager to Negotiate and Execute and a Memorandum of Agreement with DHSS and a Sub-Grant Award of the Funds to South

Peninsula Hospital to help Maintain Free Community Access to COVID-19 Testing and Vaccines and to Initiate a Community Health Needs Assessment. City Manager. Recommended dates Introduction December 13, 2021 Public Hearing and Second Reading January 10, 2022.

Memorandum 21-210 from Special Projects and Communications Coordinator as backup

- [k.](#) Resolution 21-083, A Resolution of the City Council of Homer, Alaska Establishing the 2022 Regular Meeting Schedule for City Council, Economic Development Advisory Commission, Library Advisory Board, Parks Art Recreation and Culture Advisory Commission, Planning Commission, Port and Harbor Advisory Commission, and Americans with Disabilities Act Compliance Committee. Recommend adoption.

Memorandum 21-211 from Deputy City Clerk as backup

- [l.](#) Resolution 21-084 A Resolution of the City Council of Homer, Alaska Amending the Economic Development Advisory Commission Bylaws Regarding Teleconferencing, Attendance, Vacancies, City Staff Roles, and Rules of Order for Boards and Commissions by amending articles titled Name and Authorization, Membership, Meetings, Bylaw Amendments; adding articles titled City Staff Roles and General Operating Procedures; and removing the article titled Teleconferencing. City Clerk/Economic Development Advisory Commission. Recommend adoption.

Memorandum 21-212 from Deputy City Clerk as backup

- [m.](#) Resolution 21-085, A Resolution of the City Council of Homer, Alaska Amending the Library Advisory Board Bylaws Regarding Meeting Schedule, Membership, Teleconferencing, Attendance, Vacancies, City Staff Roles, and Rules of Order for Boards and Commissions by amending articles titled Membership, Meetings, Bylaw Amendments; adding articles titled City Staff Roles and General Operating Procedures; and removing the article titled Teleconferencing. City Clerk/Library Advisory Board. Recommend adoption.

Memorandum 21-213 from Library Advisory Board as backup

- [n.](#) Resolution 21-086, A Resolution of the City Council of Homer, Alaska Amending the Parks Art Recreation and Culture Advisory Commission (PARCAC) Bylaws Regarding Teleconferencing, Attendance, Vacancies, City Staff Roles, and Rules of Order for Boards and Commissions by amending articles titled Purpose, Membership, Officers, Meetings, Bylaw Amendments; adding articles titled City Staff Roles and General Operating Procedures; and removing the article titled Teleconferencing. City Clerk/PARCAC. Recommend adoption.

Memorandum 21-214 from Parks Art Recreation & Cultural Advisory Commission as backup

o. Resolution 21-087, A Resolution of the City Council of Homer, Alaska Approving a Contract for Lobbying Services with J&H Consulting of Juneau, Alaska for a Term of One Year Commencing on December 15, 2021 and Ending December 15, 2022 in the Amount of \$42,000 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager. Recommend adoption.

p. Resolution 21-088, A Resolution of the City Council of Homer, Alaska Approving a Contract Amendment with Homer Animal Services, LLC with a 5% Increase for Calendar Year 2022 and 3% Increase for Calendar Year 2023 for Homer Animal Shelter Operation and Management and Authorizes the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Police Chief. Recommend adoption.

Memorandum 21-215 from City Manager as backup

q. Resolution 21-089, A Resolution of the City Council of Homer, Alaska Awarding a Contract for the Tasmania Court Water and Sewer Main Construction Projects to East Road Services, Inc. of Homer, Alaska in the Amount of \$688,094 and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Public Works Director. Recommend adoption.

Memorandum 21-216 from Public Works Director as backup

r. Resolution 21-090, A Resolution of the City Council of Homer, Alaska Awarding the Contract for the Operation and Maintenance of the Port & Harbor Fish Grinder Facility to the Alaskan Fish Factory of Homer, Alaska in the Amount of \$38 per man-hour and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents. City Manager/Port Director. Recommend adoption.

Memorandum 21-217 from Port Director as backup

## **VISITORS**

- a. Legislative Update - Representative Sarah Vance (10 Minutes)
- b. COVID-19 Agency Update Derotha Ferraro, South Peninsula Hospital Director of Public Relations & Marketing and Lorne Carroll, State of Alaska Public Health Nurse III (10 minutes)
- c. Alaska Small Business Development Center Homer Business Advisor – Cliff Cochran, Kenai Peninsula Center Director (10 minutes)
- d. Cook Inlet Aquaculture Association Report – Dan Miotke, City of Homer Representative (10 minutes)

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



- a. Committee of the Whole Report
- b. Mayor's Report
- c. Borough Report
- d. Library Advisory Board
- e. Planning Commission
- f. Economic Development Advisory Commission
  - [i.](#) Memorandum from Economic Development Advisory Commission Re: Year in Review
- g. Parks Art Recreation and Culture Advisory Commission
  - [i.](#) Memorandum from Parks Art Recreation & Culture Advisory Commission Re: Kachemak City Funding Request
- h. Port and Harbor Advisory Commission
- i. Alaska Municipal League Annual Conference Travel Reports
- j. Prince William Sound Regional Citizens Advisory Council Written Report

#### **PUBLIC HEARING(S)**

- [a.](#) Ordinance 21-67, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating Grants from the Institute of Museum and Library Services in the Amount of \$25,091 for Purchase and Installation of Little Libraries and Wi-Fi Upgrades at the Library. City Manager/Library Director. Introduction November 4, 2021 Public Hearing and Second Reading December 13, 2021.

Memorandum 21-196 from Library Director as backup

#### **ORDINANCE(S)**

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

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

#### **PENDING BUSINESS**

- [a.](#) Ordinance 21-63(S), An Ordinance of the City Council of Homer, Alaska Settling the Current and Future Distributions of Income and Debt in the Natural Gas Distribution Special Assessment Bond Sinking Fund. Mayor/City Manager. Introduction October 11, 2021 Public Hearing and Second Reading October 25, 2021 Postponed to November 8, 2021 and December 13, 2021.

Ordinance 21-63(S-2), An Ordinance of the City Council of Homer, Alaska Settling the Current and Future Distributions of Income and Debt in the Natural Gas Distribution Special Assessment Bond Sinking Fund. Mayor/City Manager.

Memorandum 21-200 from City Manager as backup

Memorandum 21-191 from City Manager as backup

Memorandum 21-187 from Finance Director as backup

- [b.](#) Resolution 21-057(S), A Resolution of the City Council of Homer, Alaska Acknowledging the Sufficiency of the Bunnell Avenue/Charles Way Water and Sewer Improvement Special Assessment District and Approving the Improvement Plan, Estimated Cost of Improvement and Assessment Methodology. City Manager/Public Works Director.

Resolution 21-057(S-2), A Resolution of the City Council of Homer, Alaska Acknowledging the Sufficiency of the Bunnell Avenue/Charles Way Water and Sewer Improvement Special Assessment District and Approving the Improvement Plan, Estimated Cost of Improvement and Assessment Methodology. City Manager/Public Works Director.

Memorandum 21-218 from Public Works Director as backup

Memorandum 21-190 from Public Works Director as backup

Memorandum 21-148 from Public Works Director as backup

## **NEW BUSINESS**

### **RESOLUTIONS**

- [a.](#) Resolution 21-091, A Resolution of the City Council of Homer, Alaska Directing the City Attorney to File an Amicus Brief in the United Cook Inlet Drift Association and Cook Inlet Fishermen's Fund v National Marine Fisheries Service and National Oceanic and Atmospheric Administration, Et Al., 3:21-cv-00255-JMK Litigation. Mayor/Aderhold.

### **COMMENTS OF THE AUDIENCE**

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

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

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

### **COMMENTS OF THE MAYOR**

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

### **ADJOURNMENT**

Next Regular Meeting is Monday, January 10, 2022 at 6:00 p.m., Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 21-29 a Special Meeting of the Homer City Council was called to order on November 8, 2021 by Mayor Ken Castner at 4:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, HANSEN-CAVASOS, LORD

**ABSENT:** COUNCILMEMBER VENUTI (excused)

**STAFF:** CITY CLERK JACOBSEN  
ATTORNEY BRANDT-ERICHSEN

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

Mayor Castner announced the laydown information from Frank Griswold, Appellant including an email advising the Clerk he did not have adequate time to prepare and regarding notice, and a second email requesting supplemental items be included.

LORD/ADERHOLD MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

City Clerk Jacobsen announced for the record that Councilmember Hansen-Cavasos, Attorney Brandt-Erichson, Attorney Holmquist, and City Planner Abboud were in attendance via Zoom.

## **PENDING BUSINESS**

### **NEW BUSINESS**

***Parties will be given a total of 10 minutes to comment on the matters below, not 10 minutes per topic, but 10 minutes total time to address both matters.***

Prior to taking up the matters, Mayor Castner commented regarding his understanding of the procedure that the Council can act in reaction to a complaint against a pending permit or action. He requested Attorney Brandt-Erichsen provide advice to the Board regarding the necessity to convene the Board of Adjustment (BOA).

Attorney Brandt-Erichsen responded the reason for the Council to meet as BOA and address the pending request would be in order to make a clear record and have a final decision for an aggrieved party to appeal to the Superior Court if they desired.

Board member Lord acknowledged Mr. Griswold's correspondence regarding notice and asked if there was notice that should have been provided.

Attorney Brandt-Erichsen noted the 15 days' notice requirement in code is notice for a hearing, which isn't necessarily controlling in this instance, and an exercise in caution would be to provide 15 days' notice prior to convening. Whether the Court would determine that 12 days' notice is prejudicial is speculative.

City Clerk Jacobsen explained notice was not mailed to neighboring property owners. City Code doesn't give direction on noticing types of matters that go beyond the appeal hearing and final decision. The parties were noticed by email, the BOA meeting was noticed in the newspaper regular meeting notice, and an additional legal ad to notice the BOA would be taking up these matters. She suggested if the BOA deems that to be insufficient the matter can be postponed to December 13<sup>th</sup> and asked for guidance on noticing.

Board member Lord suggested it would be prudent to postpone and re-notice. At the request of Mayor Castner, City Clerk Jacobsen explained those to be noticed in an appeal hearing for this matter include Mr. Griswold, JDO as attorneys for the City, Melody Livingston, Beachy Construction, and property owners within 300 feet of the proposed action.

LORD/ADERHOLD MOVED TO POSTPONE TO DECEMBER 13<sup>TH</sup> BOTH ITEMS ON THE AGENDA TODAY, CONSIDERATION OF MOTION FOR LEAVE TO SUPPLEMENT POINTS ON APPEAL TO ADDRESS PLANNING COMMISSION'S DISMISSAL OF APPEAL BY FRANK GRISWOLD, APPELLANT, AND RECOMMENDATION BY THE PLANNING COMMISSION TO DISMISS THE APPEAL OF CONDITIONAL USE PERMIT (CUP) 20-15 FOR THE RECONSTRUCTION OF A RESTAURANT BUILDING AT 106 W. BUNNELL AVENUE, HOMER, ALASKA BASED ON THE APPLICANT'S WITHDRAWAL OF THEIR CUP APPLICATION, TO PROVIDE TIME TO GIVE NOTICE TO THE APPROPRIATE PARTIES.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- a. Consideration of Motion for Leave to Supplement Points on Appeal to Address Planning Commission's Dismissal of Appeal by Frank Griswold, Appellant.

Memorandum 21-201 from City Clerk as backup

- b. Recommendation by the Planning Commission to Dismiss the Appeal of Conditional Use Permit (CUP) 20-15 for the Reconstruction of a Restaurant Building at 106 W. Bunnell Avenue, Homer, Alaska based on the Applicant's Withdrawal of their CUP Application.

Memorandum 21-202 from City Clerk as backup

**COMMENTS OF THE AUDIENCE**

Larry Slone, city resident, commented this seems to be an issue of conflicting sources of jurisdiction or authority between city ordinances and case law. He agrees with Mr. Griswold in that the city ordinances have not been followed as closely as they should have been. There's an area of confusion in that the application has been withdrawn and it makes common sense that the process shouldn't continue on, particularly since there is case law backing up that argument. But the area of confusion in the future it might be wise to clarify what the Planning Commission should do in the future in the event of a case like this with regard to the city ordinances.

**ADJOURN**

There being no further business to come before the Board, Mayor Castner adjourned the meeting at 4: 20 p.m. The next Regular Meeting is Monday, December 13, 2021 at 6:00 p.m., Committee of the Whole at 5:00 p.m. and a Worksession November 22, 2021. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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Melissa Jacobsen, MMC, City Clerk

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

Session 21-30 a Regular Meeting of the Homer City Council was called to order on November 8, 2021 by Mayor Ken Castner at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and opened with the Pledge of Allegiance.

**PRESENT:** COUNCILMEMBERS ADERHOLD, DAVIS, ERICKSON, HANSEN-CAVASOS, LORD, VENUTI

**STAFF:** CITY MANAGER DUMOUCHEL  
CITY CLERK JACOBSEN  
FINANCE DIRECTOR WALTON  
PORT DIRECTOR HAWKINS  
LIBRARY DIRECTOR BERRY  
PUBLIC WORKS DIRECTOR KEISER  
CITY ATTORNEY GATTI

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

Mayor Castner announced supplemental items to the packet as follows- **CONSENT AGENDA**  
**Resolution 21-078**, A Resolution of the City Council of Homer, Alaska Confirming the Assessment Roll, Establishing Dates for Payment of Special Assessments and Establishing Delinquency, Penalty, and Interest Provisions for the Seawall Improvement Special Assessment District for Armor Rock Toe Improvements. City Clerk. Memorandum 21-203 from Public Works Director as backup; **Resolution 21-079**, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Apply and Accept a Loan from the State of Alaska Department of Environmental Conservation, Alaska Drinking Water Fund, in an Amount not to Exceed \$86,250 to Finance Costs of the Public Works Department's Computerized Maintenance Management System (CMMS). City Manager/Public Works Director. Amended Memorandum 21-197(A) from Public Works Director as backup; **ANNOUNCEMENTS / PRESENTATIONS / REPORTS** Planning Commission Written Report **RESOLUTIONS**  
Resolution 21-082, A Resolution of the City Council of Homer, Alaska Acknowledging the Results of the Invitation to Bid for City Owned Cold Storage Seasonal Rental Units. City Clerk. Resolution 21-082(S), A Resolution of the City Council of Homer, Alaska Acknowledging the Results of the Invitation to Bid for City Owned Cold Storage Seasonal Rental Units. City Clerk. Memorandum 21-198 from Port Director as backup.

LORD/ADERHOLD MOVED TO APPROVE THE AGENDA

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

- a. Recognition of Heath Smith's service as City Council Member for the City of Homer

Mayor Castner read the Recognition of Heath Smith's service as City Council Member for the City of Homer and presented it to Mr. Smith.

- b. Recognition of South Peninsula Hospital Health Care Workers

Mayor Castner read the Recognition of South Peninsula Hospital Health Care Workers and presented it to South Peninsula Hospital representatives Ryan Smith, CEO, Dr. Christina Tuomi, DO, Infection Prevention Medical Director, and Derotha Ferraro, South Peninsula Hospital Director of Public Relations & Marketing.

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

Heath Smith, city resident, commented regarding the selection of Mayor Pro Tempore. During his time on Council five different people served in that capacity and he thinks it's something that should be provided to others to have the experience. He encouraged the Council to approach it with a common regard and respect among all and to give the opportunities to many not few.

## **RECONSIDERATION**

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

- a. Homer City Council Unapproved Special and Regular Meeting Minutes of October 25, 2021. City Clerk. Recommend Adoption.
- b. Memorandum 21-194 from Mayor Castner Re: Appointment of Luke Gamble to the Economic Development Advisory Commission. Recommend approval.
- c. Memorandum 21-195 Re: Liquor License Renewal for Grog Shop East End. Recommend approval.
- d. Ordinance 21-67, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating Grants from the Institute of Museum and Library Services in the Amount of \$25,091 for Purchase and Installation of Little Libraries and WI-Fi Upgrades at the Library. City Manager/Library Director. Recommended dates Introduction November 8, 2021 Public Hearing and Second Reading December 13, 2021.

Memorandum 21-196 from Library Director as backup



- e. Resolution 21-078, A Resolution of the City Council of Homer, Alaska Confirming the Assessment Roll, Establishing Dates for Payment of Special Assessments and Establishing Delinquency, Penalty, and Interest Provisions for the Seawall Improvement Special Assessment District for Armor Rock Toe Improvements. City Clerk. Recommend adoption.

Memorandum 21-203 from Public Works Director as backup  
Memorandum 21-192 from Public Works Director as backup  
Memorandum 21-189 from Public Works Director as backup

- f. Resolution 21-079, A Resolution of the City Council of Homer, Alaska Authorizing the City Manager to Apply and Accept a Loan from the State of Alaska Department of Environmental Conservation, Alaska Drinking Water Fund, in an Amount not to Exceed \$86,250 to Finance Costs of the Public Works Department's Computerized Maintenance Management System (CMMS). City Manager/Public Works Director. Recommend Adoption.

Memorandum 21-197(A) from Public Works Director as backup

- g. Resolution 21-080, A Resolution of the City Council of Homer, Alaska Amending the Port and Harbor Advisory Commission Bylaws Regarding Teleconferencing, Attendance, Vacancies, City Staff Roles, and Rules of Order for Boards and Commissions by amending articles titled Membership, Meetings, Bylaw Amendments; adding articles titled City Staff Roles and General Operating Procedures; and removing the article titled Teleconferencing. City Clerk. Recommend adoption.

Memorandum 21-198 from Port and Harbor Advisory Commission

- h. Resolution 21-081, A Resolution of the City Council of Homer, Alaska Establishing a Regular Quarterly Report from the Southern Kenai Peninsula Opioid Task Force/All Things Addiction on the Southern Kenai Peninsula to the Homer City Council for 2022. Aderhold. Recommend adoption.

City Clerk Jacobsen read the consent agenda and its recommendations.

LORD/ADERHOLD MOVED TO ADOPT THE CONSENT AGENDA AS READ.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **VISITORS**

a. South Peninsula Hospital Annual Report to Council - Ryan Smith, CEO (10 minutes)

Ryan Smith, South Peninsula Hospital (SPH) Chief Executive Officer, thanked Mayor Castner for the recognition and highlighted the 500 employees who have done an outstanding job throughout the pandemic. Mr. Smith reviewed the SPH 10 year finances, noting changes in net position, cash and equivalents versus long term bonds, leases and notes payable, and SPH service area and plant replacement cash held at the Kenai Peninsula Borough. He addressed capital projects, introduced those new to the leadership team, the 2021 Board of Directors, and 2021 Medical Staff Officers and Medical Staff Committee members, and new providers and expanded programs. He also touched on Master Facility Planning, recognized employees with 20 years of service and higher, and thanked volunteers with the Rotary Health Fair.

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

Lorne Carroll, Public Health Nurse, provided a brief situational report by reviewing the COVID-19 Statewide Dashboard and addressing state trends, statewide case counts and vaccination rates, and hospital capacity, as well as numbers in the Kenai Peninsula Borough, and on the Southern Kenai Peninsula. Mr. Carroll also reviewed dashboard information on what to do if a person contracts COVID.

Coleman Cutchins, Clinical Pharmacist and COVID Testing Coordinator for the Department of Health and Social Services addressed treatment guidelines, monoclonal antibody treatment, inpatient treatments, and research regarding the risk of infection of those previously infected and those who have been vaccinated. He explained the VAERS system that reports observational data to look for associations and clinical evaluations, and discussed the minimal contraindications to the vaccine.

Derotha Ferraro, South Peninsula Hospital (SPH) Director of Public Relations & Marketing, commented regarding the effectiveness of the monoclonal antibody infusions and a Homer Communication's conversation on Facebook of people who have had successful treatments. She reported on the statistics at the hospital of testing, vaccinations, treatments, and admissions. She also reported on clinics for pediatric vaccinations for 5 to 11 year olds. The Center for Medicare and Medicaid released an interim rule for healthcare vaccine mandate and SPH is taking those requirements and applying them locally. By December 5<sup>th</sup> all healthcare workers should have received their first or single dose of the COVID-19 vaccine. As an employer they are required to have a process for medical and religious exemptions that will be available by then as well. Ms. Ferraro thanked the Mayor for the recognition tonight and shared that it's been an honor to represent her fellow employees at SPH for the past two years.

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

a. Committee of the Whole Report

Councilmember Lord reported Council discussed the library grant in Ordinance 21-67 that was introduced on the consent agenda, and spent most of their time discussing Ordinance 21-63 regarding the Natural Gas Special Assessment District Sinking Fund. Also, Public Works Director Keiser reported an overview of the water/sewer rate work that's ongoing with staff and considerations are being pulled together to make recommendations.

b. Mayor's Report

Mayor Castner appreciates that this is the first November meeting since he's lived in Homer that we haven't been discussing the budget. He's attending the Alaska Conference of Mayors next week with 50 to 60 other Mayors from around the State.

c. Borough Report

d. Library Advisory Board

Library Advisory Board Member Marcia Kuszmaul reported at their last meeting the Board learned the Library has vinyl LPs along with record players and headphones, and about a collaborative project with the Pratt Museum for a series of upcoming public events to view and help annotate old maps of Homer. They designated a member to be a liaison for donations to the library and discussed ways to learn what the library means to local youth to better serve them.

e. Planning Commission

Mayor Castner noted the written report included in the supplemental packet.

f. Port and Harbor Advisory Commission

Port and Harbor Advisory Commissioner Ian Pitzman reported at their last meeting the Commission acted on changes to their bylaws. The report from the Port Director highlighted the importance of the timing of the harbor expansion project. With what's happening with at the federal level and the infrastructure bill, this is the time to communicate with our legislators and remind them how important that project is. The Commission doesn't meet in November as a lot of them will be participating at the Marine Expo in Seattle.

g. Prince William Sound Regional Citizens Advisory Council Written Report

A written report was provided in the packet.

**PUBLIC HEARING(S)**

- a. Ordinance 21-64, An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating an FY 2021 State Homeland Security Grant in the Amount of \$142,132 for a Bi-Directional Amplifier System for Homer Police Department and Microwave Links for Homer's Repeaters. City Manager. Introduction October 25, 2021 Public Hearing and Second Reading November 22, 2021.

Memorandum 21-179 from Police Chief as backup

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

LORD/ADERHOLD MOVED TO ADOPT ORDINANCE 21-64 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Ordinance 21-65, An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Appropriating an Additional \$45,000 from the General Fund Capital Asset Repair and Maintenance Allowance (CARMA) Fund for a Total Expenditure of \$120,000 to Replace and Upgrade Departmental Servers across City Departments. City Manager/Library Director. Introduction October 25, 2021 Public Hearing and Second Reading November 22, 2021.

Memorandum 21-180 from Library Director as backup

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

LORD/ADERHOLD MOVED TO ADOPT ORDINANCE 21-65 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- c. Ordinance 21-66, An Ordinance of the City Council of Homer, Alaska Extending the Time Limit to Upgrade and Replace the City's Microwave Wide-Area Network through

December 31, 2023. City Manager/Library Director. Introduction October 25, 2021  
Public Hearing and Second Reading November 22, 2021.

Memorandum 21-181 from Library Director as backup

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

LORD/ADERHOLD MOVED TO ADOPT ORDINANCE 21-66 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

## **ORDINANCE(S)**

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

#### a. City Manager's Report

City Manager Dumouchel provided an update of the demolition of the vessel North Pacific. He reported on the recent All Hazard Mitigation Plan meeting, and that microphone and audio upgrades are scheduled to begin in the Council Chambers.

There was brief discussion with Port Director Hawkins on the recent meeting with the Coast Guard. At the meeting there wasn't much discussion on new Coast Guard housing but there was some discussion about the general livability and ability to build if needed in the future. Most of the meeting centered on support for the Coast Guard and their existing vessels, a small boat station, construction of a new harbor and dry dock, and the need for more facilities to better serve their fleet.

### **PENDING BUSINESS**

- a. Ordinance 21-63, An Ordinance of the City Council of Homer, Alaska Settling the Current and Future Distributions of Income and Debt in the Natural Gas Distribution Special Assessment Bond Sinking Fund. Mayor. Introduction October 11, 2021 Public Hearing and Second Reading October 25, 2021.

Ordinance 21-63(S), An Ordinance of the City Council of Homer, Alaska Settling the Current and Future Distributions of Income and Debt in the Natural Gas Distribution Special Assessment Bond Sinking Fund. Mayor/City Manager.

Memorandum 21-200 from City Manager as backup  
Memorandum 21-191 from City Manager as backup  
Memorandum 21-187 from Finance Director as backup

Mayor Castner noted the motion on the floor from the October 25<sup>th</sup> meeting by Lord/Aderhold to adopt Ordinance 21-63 by reading of title only for second and final reading.

LORD/ADERHOLD MOVED TO SUBSTITUTE ORDINANCE 21-63(S) FOR 21-63.

Councilmember Lord supports the substitution, it helps provide a lot of clarity and answer some of the questions from the last meeting. She noted she'll be suggesting postponing for continued conversation on the matter.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

LORD/ADERHOLD MOVED TO POSTPONE ORDINANCE 21-63(S) TO THEIR DECEMBER 13<sup>TH</sup> MEETING.

Councilmember Erickson requested the difference between the outstanding principal in the unaudited/unreconciled receivable, and clarify how much is principal and how much is interest. She would also like to see how much we've paid for the different conversions of the different buildings within the City, how many are cleared and how many we still owe on, and also on the \$1.27 unrestricted funds that went from restricted to unrestricted fund, she'd like to see what disbursements have come out since it's become unrestricted.

Councilmember Aderhold added including the future projected revenues that are coming into this fund.

Councilmember Venuti asked for the number of connections that we'll never collect on, such as state and federally owned properties, and if possible, the percentage of gas used by Borough facilities.

VOTE (postponement): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

- b. Memorandum 21-183 from City Clerk Re: Selection/Appointment of Mayor Pro Tem 2021/2022.

LORD/DAVIS MOVED TO APPOINT DONNA ADERHOLD AS MAYOR PRO TEM.

Councilmember Lord noted having served as Mayor Pro Tem for the last two years it's an important role and required under Title 29, because if the Mayor is unable to serve for any reason, the meetings must go on. She thinks it's a role limited in scope, as it should be, and is a great role for someone with seniority on Council. Her experience in serving with Councilmember Aderhold, she's very attuned to where we are on an agenda. She's appreciated when meeting by Zoom, having the Mayor Pro Tem making the motions results in a smoother process to help move the meeting forward. Having been on Council when Councilmember Aderhold has run meetings as Mayor Pro Tem for our previous Mayor, she's a fair and process oriented person who's able to run an efficient and effective meeting.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- c. Resolution 21-075, A Resolution of the City Council of Homer, Alaska Designating Signatories of City Accounts and Superseding any Previous Resolution so Designating City Manager.

ADERHOLD/LORD MOVED TO ADOPT RESOLUTION 21-075 BY READING OF TITLE ONLY.

ADERHOLD/LORD MOVED TO AMEND RESOLUTION 21-075 TO ADD DONNA ADERHOLD AS MAYOR PRO TEM.

There was no discussion on the motion to amend.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

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

Motion carried.

## **NEW BUSINESS**

### **RESOLUTIONS**

- a. Resolution 21-082, A Resolution of the City Council of Homer, Alaska Acknowledging the Results of the Invitation to Bid for City Owned Cold Storage Seasonal Rental Units. City Clerk.



Resolution 21-082(S), A Resolution of the City Council of Homer, Alaska Acknowledging the Results of the Invitation to Bid for City Owned Cold Storage Seasonal Rental Units. City Clerk.

Memorandum 21-199 from Port Director as backup

ADERHOLD/LORD MOVED TO ADOPT RESOLUTION 21-082 BY READING OF TITLE ONLY.

ADERHOLD/LORD MOVED TO SUBSTITUTE RESOLUTION 21-082(S) FOR 21-082.

There was no discussion on the motion to substitute.

VOTE (substitution): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the main motion.

VOTE (main motion): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

### **COMMENTS OF THE AUDIENCE**

Larry Slone, city resident, commented in support of the appointment of Councilmember Aderhold as Mayor Pro Tem. He reiterated his comments from the earlier meeting at 4:00 p.m. regarding process regarding mootness for situations when a matter is under appeal and an applicant withdraws their application.

Huhnkie Lee, resident from Wasilla, introduced himself, explained he's running for US Senate as an Independent Alaskan, and commented briefly regarding support for working together with all parties and supporting environmentally sound development of Alaskan resources.

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

Attorney Gatti had no comments.

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

City Clerk Jacobsen announced openings on the Library Advisory Board for a city resident and on the Economic Development Advisory Commission for a Student Representative.

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

City Manager Dumouchel reminded listeners that City offices will be closed on Veteran's Day and announced current job openings for the City.

### **COMMENTS OF THE MAYOR**

Mayor Castner commented regarding the recent meeting with the current Student Representatives and Deputy City Clerk Tussey, he think it was fun meeting and they'll do a recap at the end of the school year.

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

Councilmember Lord thanked the hospital, public health, the city and everyone else who has been working hard for COVID response and mitigation. She shared about her first COVID close contact experience and its challenges. She thanked all the Veterans in the city and throughout the community.

Councilmember Erickson commented regarding several community members who have passed away recently. With the holidays coming she's been thinking how we need to be watching out for our community because we have a lot of people who are grieving because of things happening with COVID, complications in life, and losing loved ones. She read through the five stages of grief because it's important to recognize them and be able to help out.

Councilmember Davis thanked the City Manager and his team for setting a really good series of introductory tours and visits with key city staff. He's appreciated seeing the Police Station the Port and Harbor, and the Sewage Treatment Plant and Water Treatment Plant.

Councilmember Aderhold thanked Council for selecting her as Mayor Pro Tem for the next year, she looks forward to serving in that capacity, and reminded that they'll need to select seats when they're all back in Council chambers. She reported the Bureau of Ocean Energy Management has a draft environmental impact statement for the lease sale in lower Cook Inlet is available for review, and said shared dates for three opportunities for public comments in November and comments are due December 13<sup>th</sup>. More information can be found at [www.boem.gov](http://www.boem.gov). She thanked Councilmember Erickson for her comments and took a moment to reflect on Linda Munns, a former member of the ADA Compliance Committee, who recently passed.

Councilmember Hansen-Cavasos thanked the Mayor for the recognitions tonight. She shared her love and condolences for all the families affected by the recent losses in the community.

Councilmember Venuti shared that Veteran's Day is important to her and encouraged everyone to pause on 11/11 at 11:00 and think about the meaning of Veterans Day, which was initially put forth as a day to celebrate world peace and the end of World War I. She congratulated Pedro Ochoa for being hired at Public Work and Luke Gamble for his appointment to the Economic Development Advisory Commission.

**ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 7:44 p.m. The next Regular Meeting is Monday, December 13, 2021 at 6:00 p.m., Committee of the Whole at 5:00 p.m. and a Worksession November 22, 2021. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

---

Melissa Jacobsen, MMC, City Clerk

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



# City of Homer

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

## Office of the Mayor

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 21-203

TO: HOMER CITY COUNCIL  
FROM: KEN CASTNER, MAYOR  
DATE: DECEMBER 8, 2021  
SUBJECT: RE-APPOINTMENT OF KARIN MARKS TO THE KENAI PENINSULA ECONOMIC DEVELOPMENT DISTRICT

---

Homer City Code 2.76.040(i) directs that the Economic Development Advisory Commission should provide a representative for the KPB Economic Development District Board.

The seat is for three years, commencing in January 1, 2022 and expiring December 31, 2024.

The Kenai Peninsula Economic Development District (KPEDD), a private non-government resource, enhances the quality of life for Borough residents through responsible and sustainable regional economic development.

Since 1988, KPEDD has been involved in a variety of projects, including public works projects, shellfish industry development, international trade, promoting a North Slope Natural Gas Pipeline to Cook Inlet, infrastructure development, workforce planning, community action plans, and tailored business assistance. Each year KPEDD hosts the Industry Outlook Forum, an educational event held in alternating communities which discusses current federal, state, local, and industry projects.

Goals and objectives are developed with broad community support in the five-year Comprehensive Economic Development Strategy, or CEDS. These identified goals and action plans shape the economic development for the Kenai Peninsula Borough.

**RECOMMENDATION:** Confirm the re- appointment of Karin Marks as the EDC Representative on the KPEDD Board.

Fiscal note: N/A



# Advisory Body Application For Appointment to Committees, Commissions, Board & Task Forces

**Office of the City Clerk**  
491 East Pioneer Avenue  
Homer, Alaska 99603  
[clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)  
Phone: (907) 235-3130  
Fax: (907) 235-3143

The Information provided on this form will provide the basic information to the Mayor and City Council on your interest in serving on the selected Advisory Body. It is considered public and will be included in the City Council meeting packet. This information will be published in the City Directory and within city web pages if you are appointed by the Mayor and your appointment is confirmed by the City Council.

### Applicant Information

Full Name: KARIN JOHNSON MARKS

Physical Address Where you Claim Residency: 202 W PIONEER AVE #C HOMER AK 99603

Mailing Address: same as physical

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number(s): cel 907-202-4748 (h) 907 235 707 7874

Email: wekar70@gmail.com

### Advisory Body You Are Requesting Appointment To

- Planning Commission** – Held on the first and third Wednesday of each month at 6:30 p.m. and Worksessions at 5:30 p.m. prior to each meeting. There is no first Regular Meeting in July or second Regular Meetings in November and December
- Parks, Art, Recreation & Culture Advisory Commission** – Held on the third Thursday February through June and August through November at 5:30 p.m.
- Port & Harbor Advisory Commission** – Held on the fourth Wednesday of the following months: January, February, March, April, September, October, and December at 5:00 p.m.; and May, June, July, and August at 6:00 p.m.
- Economic Development Advisory Commission** – Held on the second Tuesday of each month at 6:00 p.m.
- Library Advisory Board** – Held on the first Tuesday of the following months: February, March, April, May, August, September, October, November, and December at 5:30 p.m.
- Other** – Please Indicate Homer Rep KPEDD board

### Please Answer the Following

Are you a City Resident?  Yes  No If yes, how long have you been a City resident? \_\_\_\_\_

How long have you been a resident of the South Peninsula? 23 years? 33 years

**Background Information**

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

*KPEDD board 2017 to present at large then Homer Rep* ) *EDAC - 2016 to present*

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

*Homer Chamber / HCOA* *current member KPEDD board*  
*EDAC Commission*  
*Reomy Celebration Task force* *Homer Senior Center*  
*Pratt Museum*  
*Hospice of Homer*

Please list any special training, education, or background you may have which is related to your selection(s):

*business owner for 30 years* *chamber volunteer*  
*BA in Political Science*  
*Master in Administration / Public Business*

Why are you interested in serving on the selected Advisory Body? This may include information on future goals or projects you wish to see accomplished or any additional information that may assist the Mayor in the decision making process. You may attach an additional page if needed.

*I am applying for a renewal as the Homer Rep to the KPEDD Board. ~~a new~~ on the current appointment period I worked on developing the new regional CEDS both as a KPEDD Board member + a member (Chairman) of the Homer EDC. The CEDS highlighted + established areas of economic work (housing, quality of life, Resiliency, work force development) that I wish to continue moving forward as a way to repay Homer for all that it has done for me.*

*as I continue on the Homer EDC, I find this joint appointments to be effective for Homer and a good conduit for working on solutions*

**FOR PLANNING COMMISSION ONLY:**

Have you ever developed real property other than a personal residence? If yes, briefly explain:

**FOR PORT & HARBOR ADVISORY COMMISSION ONLY:**

Do you use the Homer Port and/or Harbor on a regular basis?  Yes  No

If yes, what is your primary use?  Commercial  Recreational  Other: \_\_\_\_\_



# City of Homer

www.cityofhomer-ak.gov

## Office of the City Clerk

491 East Pioneer Avenue  
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clerk@cityofhomer-ak.gov

(p) 907-235-3130

(f) 907-235-3143

## Memorandum 21-204

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK II

DATE: DECEMBER 8, 2021

SUBJECT: LIQUOR LICENSE RENEWAL APPLICATIONS FOR THE ALIBI, KHARACTERS,  
DOWN EAST SALOON AND THE BROKEN OAR

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

LICENSE TYPE	LICENSE #	DBA NAME	SERVICE LOCATION	LICENSEE	CONTACT PERSON
Beverage Dispensary	98	The Alibi	453 E Pioneer Avenue	Mix Rocks, LLC	Megan Palma
Beverage Dispensary	1085	Kharacters	3851 Shelford Street	Wonderful, LLC	Rondy Matthews
Beverage Dispensary	2300	Down East Saloon	3125 East End Road	Down East Saloon, LLC	Justin Cole
Restaurant/Eating Place/Public Convenience	5904	The Broken Oar	3851 Homer Spit Road	The Broken Oar, LLC	Ryan Jordan

### RECOMMENDATION

Voice non-objection and approval for the liquor license premise changes.

Fiscal Note: Revenues





November 30, 2021

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov); [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [jvanhoose@kpb.us](mailto:jvanhoose@kpb.us);  
[ssness@kpb.us](mailto:ssness@kpb.us); [maldridge@kpb.us](mailto:maldridge@kpb.us); [ncarver@kpb.us](mailto:ncarver@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us)  
[jblankenship@kpb.us](mailto:jblankenship@kpb.us); [cjackinsky@kpb.us](mailto:cjackinsky@kpb.us)

**Re: Notice of 2022/2023 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary	<b>License Number:</b>	98
<b>Licensee:</b>	Mix Rocks LLC		
<b>Doing Business As:</b>	The Alibi		

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

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

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

Sincerely,

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

11/30/2021

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

98

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

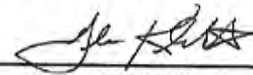
D/B/A: The Alibi  
453 E Pioneer Ave

Mail Address:  
Mix Rocks, LLC  
453 E. Pioneer Ave  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

11/30/2021

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

98

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: The Alibi  
453 E Pioneer Ave

Mailing Address:  
Mix Rocks, LLC  
453 E. Pioneer Ave  
Homer, AK 99603

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

04-900 (REV 7/21)





Alaska Alcoholic Beverage Control Board

# Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

### Establishment Contact Information

Licensee (Owner):	Mix Rocks, LLC	License #:	98
License Type:	Beverage Dispensary		
Doing Business As:	The Alibi		
Premises Address:	453 E Pioneer Ave		
Local Governing Body:	Homer City Council		
Community Council:			

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

Mailing Address:			
City:	State:	ZIP:	

### Section 1 – Licensee Contact Information

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

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

Contact Licensee:	Megan Palma	Contact Phone:	907-362-1076
Contact Email:	meganpalma74@gmail.com		

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

Name of Contact:	Contact Phone:
Contact Email:	

Name of Contact:	Contact Phone:
Contact Email:	

Name of Contact:	Contact Phone:
Contact Email:	

AMCO

NOV 0 8 2021





# Form AB-17: 2022/2023 License Renewal Application

## Section 2 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

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

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

Alaska CBPL Entity #:	131710
-----------------------	--------

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

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

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

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

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

Name of Official:	Megan Palma			
Title(s):	Managing Member	Phone:	907-362-1076	% Owned: 50
Mailing Address:	453 E Pioneer			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:	Neilton Palma			
Title(s):	Member	Phone:	760-709-1009	% Owned: 50
Mailing Address:	453 E Pioneer			
City:	Homer	State:	AK	ZIP: 99603

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

AMCO

NOV 03 2021





# Form AB-17: 2022/2023 License Renewal Application

## Section 3 – Sole Proprietor Ownership Information

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

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

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

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

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

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

## Section 4 – License Operation

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

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | 2020                                | 2021                                |
| 1. The license was regularly operated continuously throughout each year. (Year-round)  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendaryears. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i><br><b>If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.</b> | <input type="checkbox"/>            | <input type="checkbox"/>            |

## Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

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

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

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

AMCO

NOV 03 2021





# Form AB-17: 2022/2023 License Renewal Application

## Section 6 – Certifications

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

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

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

Megan Palma  
Signature of licensee

Megan Palma  
Printed name of licensee



[Signature]  
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 5/12/2025

Subscribed and sworn to before me this 2nd day of November, 2021.

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

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

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

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

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

All renewal and supplemental forms are available online

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

### FOR OFFICE USE ONLY

License Fee:	\$	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:					\$

AMCO

NOV 11 2021

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

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

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Mix Rocks LLC

**Entity Type:** Limited Liability Company

**Entity #:** 131710

**Status:** Good Standing

**AK Formed Date:** 11/22/2010

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2024

**Entity Mailing Address:** 453 E PIONEER, HOMER, AK 99603

**Entity Physical Address:** 453 E PIONEER, HOMER, AK 99603-1076

### Registered Agent

**Agent Name:** Megan Palma

**Registered Mailing Address:** 453 E PIONEER, HOMER, AK 99603

**Registered Physical Address:** 453 E PIONEER, HOMER, AK 99603

### Officials

AK Entity #	Name	Titles	Owned
	Megan Palma	Member	50.00
	Nelton Palma Jr	Member	50.00

Show Former



## Filed Documents

<b>Date Filed</b>	<b>Type</b>	<b>Filing</b>	<b>Certificate</b>
11/22/2010	Creation Filing	<a href="#">Click to View</a>	
12/13/2010	Initial Report	<a href="#">Click to View</a>	
2/23/2012	Biennial Report	<a href="#">Click to View</a>	
10/20/2013	Biennial Report	<a href="#">Click to View</a>	
1/02/2014	Agent Change	<a href="#">Click to View</a>	
4/02/2016	Biennial Report	<a href="#">Click to View</a>	
10/10/2017	Biennial Report	<a href="#">Click to View</a>	
10/06/2019	Biennial Report	<a href="#">Click to View</a>	
3/23/2021	Change of Officials	<a href="#">Click to View</a>	
6/25/2021	Change of Officials	<a href="#">Click to View</a>	
10/11/2021	Biennial Report	<a href="#">Click to View</a>	

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

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #959619](#)

## LICENSE DETAILS

**License #:** 959619

[Print Business License](#)

**Business Name:** THE ALIBI

**Status:** Active

**Issue Date:** 05/26/2011

**Expiration Date:** 12/31/2023

**Mailing Address:** 453 E PIONEER AVE  
 HOMER, AK 99603

**Physical Address:** 453 E Pioneer  
 9073621076  
 Homer, AK 99603-3076

## Owners

MIX ROCKS LLC

## Activities

**Line of Business**

72 - Accommodation and Food Services

**NAICS**

722410 - DRINKING PLACES (ALCOHOLIC BEVERAGES)

**Professional**

**License #**

## Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	10/3/2016		12/31/2017			453 E PIONEER AVE, HOMER, AK 99603

## License Lapse(s)

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



December 1, 2021

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov); [mjacobsen@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [jvanhoose@kpb.us](mailto:jvanhoose@kpb.us);  
[ssness@kpb.us](mailto:ssness@kpb.us); [maldridge@kpb.us](mailto:maldridge@kpb.us); [ncarver@kpb.us](mailto:ncarver@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us)  
[jblankenship@kpb.us](mailto:jblankenship@kpb.us); [cjackinsky@kpb.us](mailto:cjackinsky@kpb.us)

**Re: Notice of 2022/2023 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary	<b>License Number:</b>	1085
<b>Licensee:</b>	Wonderful LLC		
<b>Doing Business As:</b>	Kharacters		

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

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

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

Sincerely,

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



STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED  
12/01/2021  
ABC BOARD

LIQUOR LICENSE  
2022 - 2023  
TEMPORARY

1085

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1104

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

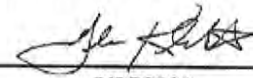
D/B/A: Kharacters  
3851 Shelford

Mail Address:  
Wonderful LLC  
3851 Shelford St  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED  
12/01/2021  
ABC BOARD

LIQUOR LICENSE  
2022 - 2023  
TEMPORARY

1085

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: Kharacters  
3851 Shelford

Mailing Address:  
Wonderful LLC  
3851 Shelford St  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

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

04-900 (REV 7/21)



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

### Establishment Contact Information

Licensee (Owner):	Wonderful LLC	License #:	1085
License Type:	Beverage Dispensary		
Doing Business As:	Khgratias		
Premises Address:	3851 Shelford St Homer AK 99603		
Local Governing Body:	City of Homer (Kenai Peninsula)		
Community Council:	None		

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

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

### Section 1 - Licensee Contact Information

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

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

Contact Licensee:	Randy Matthews	Contact Phone:	907-299-3519
Contact Email:	randy.m13@gmail.com		

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

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

AMCO





# Form AB-17: 2022/2023 License Renewal Application

## Section 2 – Entity or Community Ownership Information

Sole Proprietors should skip this Section.

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

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

Alaska CBPL Entity #:	10006047
-----------------------	----------

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

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

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

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

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

Name of Official:	Randy Matthews			
Title(s):	President Member	Phone:	907-255-3519	% Owned: 60%
Mailing Address:	P.O. Box 3229			
City:	Homer	State:	AK	ZIP: 99603

Name of Official:	Kelly Matthews			
Title(s):	Sec Member	Phone:	907-255-3380	% Owned: 50%
Mailing Address:	P.O. Box 1101			
City:	Anchor Point	State:	AK	ZIP: 99556

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



# Form AB-17: 2022/2023 License Renewal Application

## Section 3 – Sole Proprietor Ownership Information

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

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

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

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

This individual is an:  Applicant  Affiliate

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

This individual is an:  Applicant  Affiliate

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

## Section 4 – License Operation

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

- |  |                                     |                                     |
|--|-------------------------------------|-------------------------------------|
|  | 2020                                | 2021                                |
| 1. The license was regularly operated continuously throughout each year. (Year-round)  | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was only operated during a specific season each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendar years. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i><br><b><u>If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.</u></b> | <input type="checkbox"/>            | <input type="checkbox"/>            |

## Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021? Yes  No

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

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



# Form AB-17: 2022/2023 License Renewal Application

## Section 6 – Certifications

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

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

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

Signature of licensee

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

Signature of Notary Public

Randy Matthews  
Printed name of licensee

Notary Public in and for the State of: ALASKA

My commission expires: MARCH 6<sup>TH</sup> 2024

Subscribed and sworn to before me this 3<sup>RD</sup> day of NOVEMBER, 2021.

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

All renewal and supplemental forms are available online

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

### FOR OFFICE USE ONLY

License Fee:	\$ <u>2500</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$ <u>1</u>
Total Fees Due:					\$ <u>2800.00</u>



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

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

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Wonderful LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10005047

**Status:** Non-Compliant

**AK Formed Date:** 5/11/2012

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022 [File Biennial Report](#)

**Entity Mailing Address:** 3851 SHELFORD, HOMER , AK 99603

**Entity Physical Address:**

### Registered Agent

**Agent Name:** Rondy I Matthews

**Registered Mailing Address:**

**Registered Physical Address:**

### Officials

AK Entity #	Name	Titles	Owned
	Kelly E Matthews	Member	50.00
	Rondy I Matthews	Member	50.00

Show Former

## Filed Documents

<b>Date Filed</b>	<b>Type</b>	<b>Filing</b>	<b>Certificate</b>
5/11/2012	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
5/13/2012	Initial Report	<a href="#">Click to View</a>	
10/21/2013	Biennial Report	<a href="#">Click to View</a>	
10/17/2015	Biennial Report	<a href="#">Click to View</a>	
10/07/2017	Biennial Report	<a href="#">Click to View</a>	
11/21/2019	Biennial Report	<a href="#">Click to View</a>	

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Department of Commerce, Community, and Economic Development  
**DIVISION OF CORPORATIONS, BUSINESS &  
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[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Business License](#) / License #977798

## LICENSE DETAILS

**License #:** 977798

[Print Business License](#)

**Business Name:** KHARACTERS

**Status:** Active

**Issue Date:** 07/16/2012

**Expiration Date:** 12/31/2023

**Mailing Address:** 3851 SHELFORD ST  
HOMER, AK 99603

**Physical Address:** 1154 Krueth Way  
9072993519  
Homer, AK 99603

## Owners

WONDERFUL LLC

## Activities

### Line of Business

72 - Accommodation and Food  
Services

### NAICS

722410 - DRINKING PLACES (ALCOHOLIC  
BEVERAGES)

### Professional

License #

## Endorsements

End #	Issue	Renew	Expiration	Action End	Action Note	Address
1	10/21/2017	11/2/2021	12/31/2023			3851 SHELFORD ST, HOMER, AK 99603

## License Lapse(s)

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



November 18, 2021

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov); [mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [jvanhoose@kpb.us](mailto:jvanhoose@kpb.us);  
[sness@kpb.us](mailto:ssness@kpb.us); [btaylor@kpb.us](mailto:btaylor@kpb.us); [maldridge@kpb.us](mailto:maldridge@kpb.us); [ncarver@kpb.us](mailto:ncarver@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us)  
[jblankenship@kpb.us](mailto:jblankenship@kpb.us); [tshassetz@kpb.us](mailto:tshassetz@kpb.us); [cjackinsky@kpb.us](mailto:cjackinsky@kpb.us)

**Re: Notice of 2022/2023 Liquor License Renewal Application**

<b>License Type:</b>	Beverage Dispensary	<b>License Number:</b>	2300
<b>Licensee:</b>	Down East Saloon LLC		
<b>Doing Business As:</b>	Down East Saloon		

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

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

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

Sincerely,

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



STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

11/18/2021

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

2300

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

1104

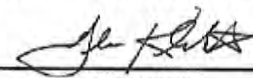
CITY / BOROUGH: Homer  
Kenai Peninsula Borough

D/B/A: Down East Saloon  
3125 E End Road  
Mail Address:  
Down East Saloon, LLC  
3125 E End Road  
Homer, AK 99603

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

[ ] Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED

11/18/2021

ABC BOARD

LIQUOR LICENSE

2022 - 2023

TEMPORARY

2300

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Beverage Dispenser

LICENSE FEE: \$2,500.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

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

[ ] Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: Down East Saloon  
3125 E End Road  
Mailing Address:  
Down East Saloon, LLC  
3125 E End Road  
Homer, AK 99603

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

04-900 (REV 7/21)



Alaska Alcoholic Beverage Control Board

**2022-2023 Master Checklist: Renewal License Application**

Doing Business As:	Down East Saloon	License Number:	2300
License Type:	Beverage Dispensary		
Examiner:	<i>Kns S.</i>	Transaction #:	100284130

*100288109*

Document	Received	Completed	Notes
AB-17: Renewal Application	10/15	<i>11-18-2021</i>	
App and License Fees	10/15 <del>10/27</del>	<i>11/8/21</i>	E-Billed for \$2500.00 Lic Fee 10/15

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

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

	Yes	No	N/A
CBPL Entity Printout included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Special Consideration: \_\_\_\_\_ Board Meeting Date: *1-18-2022*

LGB Sent Date: *11-18-2021* LGB Deadline Date: \_\_\_\_\_

LGB 1 Name: *City of Homer* LGB 2 Name: *K P B*

Waive  
  Protest  
  Lapsed  
  Waive  
  Protest  
  Lapsed





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue,  
 Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

### Establishment Contact Information

Licensee (Owner):	Down East Saloon, LLC	License #:	2300
License Type:	Beverage Dispensary		
Doing Business As:	Down East Saloon		
Premises Address:	3125 E End Rd Homer AK 99603		
Local Governing Body:	City of Homer / Kenai Peninsula Borough		
Community Council:			

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

Mailing Address:					
City:		State:		ZIP:	

### Section 1 - Licensee Contact Information

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

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

Contact Licensee:	Justin Cole	Contact Phone:	907-299-6177
Contact Email:	rstone1975@yahoo.com		

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

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			





# Form AB-17: 2022/2023 License Renewal Application

## Section 2 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

Use the link from Corporations, Business and Professional Licensing (CBPL) below to assist you in finding the Entity #.  
<https://www.commerce.alaska.gov/cbp/main/search/entities>

Alaska CBPL Entity #:	10049110
-----------------------	----------

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

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

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

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

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

Name of Official:	Justin Cole			
Title(s):	Member	Phone:	907-299-6177	% Owned: 100
Mailing Address:	33730 Justin's Court			
City:	Heimer	State:	AK	ZIP: 99603

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

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

AMCO

OCT 15 2021





# Form AB-17: 2022/2023 License Renewal Application

## Section 3 – Sole Proprietor Ownership Information

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

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

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

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

This individual is an:  Applicant  Affiliate

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

This individual is an:  Applicant  Affiliate

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

## Section 4 – License Operation

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

- |  | 2020                                | 2021                                |
|--|-------------------------------------|-------------------------------------|
| 1. The license was <b>regularly operated continuously</b> throughout each year. (Year-round)   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The license was <b>only operated during a specific season</b> each year. (Seasonal)<br><i>If your operation dates have changed, list them below:</i><br>_____ to _____  | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year.<br><i>A complete AB-30: Proof of Minimum Operation Checklist, and all documentation must be provided with this form.</i>   | <input type="checkbox"/>            | <input type="checkbox"/>            |
| 4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year, during one or both calendaryears. <i>A complete Form AB-29: Waiver of Operation Application and corresponding fees must be submitted with this application for each calendar year during which the license was not operated.</i> | <input type="checkbox"/>            | <input type="checkbox"/>            |

**If you have not met the minimum number of hours of operation in 2020 and/or 2021, you are not required to pay the fees, however a complete AB-29 is required with Section 2 marked "OTHER" and COVID is listed as the reason.**

## Section 5 – Violations and Convictions

Have **ANY** Notices of Violation been issued for this license **OR** has **ANY** person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021?

Yes  No

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

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

AMCO

OCT 15 2021





Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 6 – Certifications

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

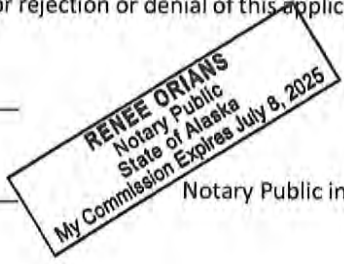
- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application... I certify that all current licensees... I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL)... I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course... I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises...

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

Signature of licensee

Justin Cole

Printed name of licensee



Signature of Notary Public

Notary Public in and for the State of: ALASKA

My commission expires: July 8, 2025

Subscribed and sworn to before me this 13 day of October, 2021.

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

All renewal and supplemental forms are available online

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

FOR OFFICE USE ONLY

Table with 4 columns: License Fee (\$ 2500), Application Fee (\$ 300.00), Misc. Fee (\$), Total Fees Due (\$ 2800)



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

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

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Down East Saloon LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10049110

**Status:** Good Standing

**AK Formed Date:** 1/13/2017

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** 3125 E END RD, HOMER, AK 99603

**Entity Physical Address:** 3125 E END RD, HOMER, AK 99603

## Registered Agent

**Agent Name:** Justin Cole

**Registered Mailing Address:** 33730 JUSTIN'S CT, HOMER, AK 99603

**Registered Physical Address:** 33730 JUSTIN'S CT, HOMER, AK 99603

## Officials

AK Entity #	Name	Titles	Owned
	JUSTIN COLE	Member	100.00

Show Former

## Filed Documents

<b>Date Filed</b>	<b>Type</b>	<b>Filing</b>	<b>Certificate</b>
1/13/2017	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
1/13/2017	Initial Report	<a href="#">Click to View</a>	
10/17/2018	Biennial Report	<a href="#">Click to View</a>	
1/08/2020	Change of Officials	<a href="#">Click to View</a>	
10/08/2020	Biennial Report	<a href="#">Click to View</a>	

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[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Business License](#) / License #1047622

## LICENSE DETAILS

**License #:** 1047622

[Print Business License](#)

**Business Name:** DOWN EAST SALOON LLC

**Status:** Active

**Issue Date:** 01/13/2017

**Expiration Date:** 12/31/2023

**Mailing Address:** 3125 E END RD  
HOMER, AK 99603

**Physical Address:** 3125 E END RD  
HOMER, AK 99603

## Owners

DOWN EAST SALOON LLC

## Activities

### Line of Business

72 - Accommodation and Food  
Services

### NAICS

722410 - DRINKING PLACES (ALCOHOLIC  
BEVERAGES)

### Professional

License #

## Endorsements

No Endorsements Found

## License Lapse(s)

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

No Lapses on record for the last 4 years.



November 8, 2021

City of Homer

Kenai Peninsula Borough

Via Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov); [mjacobson@ci.homer.ak.us](mailto:mjacobsen@ci.homer.ak.us); [mjenkins@kpb.us](mailto:mjenkins@kpb.us); [jvanhoose@kpb.us](mailto:jvanhoose@kpb.us);  
[sness@kpb.us](mailto:ssness@kpb.us); [btaylor@kpb.us](mailto:btaylor@kpb.us); [maldridge@kpb.us](mailto:maldridge@kpb.us); [ncarver@kpb.us](mailto:ncarver@kpb.us); [slopez@kpb.us](mailto:slopez@kpb.us)  
[jblankenship@kpb.us](mailto:jblankenship@kpb.us); [tshassetz@kpb.us](mailto:tshassetz@kpb.us); [cjackinsky@kpb.us](mailto:cjackinsky@kpb.us)

**Re: Notice of 2022/2023 Liquor License Renewal Application**

<b>License Type:</b>	Restaurant/Eating Place-Public Convenience	<b>License Number:</b>	5904
<b>Licensee:</b>	The Broken Oar LLC		
<b>Doing Business As:</b>	The Broken Oar		

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

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

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

Sincerely,

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED  
11/08/2021  
ABC BOARD

LIQUOR LICENSE  
2022 - 2023  
TEMPORARY

5904

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating  
Convenience

LICENSE FEE: \$600.00

1138

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

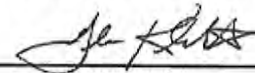
D/B/A: The Broken Oar  
3851 Homer Spit Road

Mail Address:  
The Broken Oar LLC  
181 Mountain View Drive #1  
Homer, AK 99603

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD



DIRECTOR

04-900 (REV 7/21)

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

STATE OF ALASKA - ALCOHOLIC BEVERAGE CONTROL BOARD

LICENSE NUMBER

FORM CONTROL

XXXX

ISSUED  
11/08/2021  
ABC BOARD

LIQUOR LICENSE  
2022 - 2023  
TEMPORARY

5904

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

THIS LICENSE EXPIRES MIDNIGHT  
FEBRUARY 28, 2024 UNLESS DATED BELOW

TYPE OF LICENSE: Restaurant/Eating  
Convenience

LICENSE FEE: \$600.00

CITY / BOROUGH: Homer  
Kenai Peninsula Borough

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

Special restriction - see reverse side

ISSUED BY ORDER OF THE  
ALCOHOLIC BEVERAGE CONTROL BOARD

COPY

DIRECTOR

D/B/A: The Broken Oar  
3851 Homer Spit Road

Mailing Address:  
The Broken Oar LLC  
181 Mountain View Drive #1  
Homer, AK 99603

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

04-900 (REV 7/21)





Alaska Alcoholic Beverage Control Board

**2022-2023 Master Checklist: Renewal License Application**

Doing Business As:	The Broken Oar	License Number:	5904
License Type:	Restaurant/Eating Place-Public Convenience (Going year round)		
Examiner:	Kris S.	Transaction #:	100288106

Document	Received	Completed	Notes
AB-17: Renewal Application	10/27	11-8-21	
App and License Fees	10/27	11-8-21	

Supplemental Document	Received	Completed	Notes
Tourism/Rec Site Statement			
AB-25: Supplier Cert (WS)			
AB-29: Waiver of Operation			went year round
AB-30: Minimum Operation			w/ renewal
AB-33: Restaurant Affidavit	10/27	11-8-21	
COI / COC / 5 Star / FAA Cert			
FP Cards & Fees / AB-08a			
Late Fee			

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

	Yes	No	N/A
CBPL Entity Printout included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Business License Copy included?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Background(s) Completed & Date: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Special Consideration: _____			Board Meeting Date: <u>1-18-2022</u>
LGB Sent Date: <u>11-8-2021</u>			LGB Deadline Date: _____
LGB 1 Name: <u>City of Homer</u>			LGB 2 Name: <u>K P B</u>
<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive
<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive	<input type="checkbox"/> Protest
<input type="checkbox"/> Lapsed	<input type="checkbox"/> Waive	<input type="checkbox"/> Protest	<input type="checkbox"/> Lapsed





Alcohol and Marijuana Control Office  
 550 W 7<sup>th</sup> Avenue,  
 Suite 1600  
 Anchorage, AK 99501  
[alcohol.licensing@alaska.gov](mailto:alcohol.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
 Phone: 907.269.0350

Alaska Alcoholic Beverage Control Board

## Form AB-17: 2022/2023 General Renewal Application

- This form and any required supplemental forms must be completed, signed by the licensee, and postmarked no later than 12/31/2021 per AS 04.11.270, 3 AAC 304.160, with all required fees paid in full, or a non-refundable \$500.00 late fee applies.
- Any complete application for renewal or any fees for renewal that have not been postmarked by 02/28/2022 will be expired per AS 04.11.540, 3 AAC 304.160(e).
- All fields of this application must be deemed complete by AMCO staff and must be accompanied by the required fees and all documents required, or the application will be returned without being processed, per AS 04.11.270, 3 AAC 304.105
- Receipt and/or processing of renewal payments by AMCO staff neither indicates nor guarantees in any way that an application will be deemed complete, renewed, or that it will be scheduled for the next ABC Board meeting.

### Establishment Contact Information

Licensee (Owner):	The Broken Oar LLC	License #:	5904
License Type:	Restaurant / Eating Place / PC		
Doing Business As:	The Broken Oar		
Premises Address:	3851 Homer spit Road		
Local Governing Body:	City of Homer		
Community Council:			

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

Mailing Address:					
City:		State:		ZIP:	

### Section 1 - Licensee Contact Information

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

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

Contact Licensee:	Ryan Jordan	Contact Phone:	480 326 1373
Contact Email:	RJordan AK @ Gmail. com		

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

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			

Name of Contact:		Contact Phone:	
Contact Email:			



Alaska Alcoholic Beverage Control Board

# Form AB-17: 2022/2023 License Renewal Application

## Section 2 – Entity or Community Ownership Information

**Sole Proprietors should skip this Section.**

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

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

Alaska CBPL Entity #:	10120874
-----------------------	----------

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

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

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

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

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

Name of Official:	Ryan Jordan				
Title(s):	Manager/member	Phone:	4803261373	% Owned:	100
Mailing Address:	181 Mountain View Drive #1				
City:	Homer	State:	AK	ZIP:	99603

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

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



Alaska Alcoholic Beverage Control Board

Form AB-17: 2022/2023 License Renewal Application

Section 3 – Sole Proprietor Ownership Information

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

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

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

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

This individual is an: [ ] Applicant [ ] Affiliate

Form fields for individual 1: Name, Contact Phone, Mailing Address, City, State, ZIP, Email

This individual is an: [ ] Applicant [ ] Affiliate

Form fields for individual 2: Name, Contact Phone, Mailing Address, City, State, ZIP, Email

Section 4 – License Operation

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

- 1. The license was regularly operated continuously throughout each year. (Year-round) [ ] 2020 [ ] 2021
2. The license was only operated during a specific season each year. (Seasonal) [x] 2020 [x] 2021
3. The license was only operated to meet the minimum requirement of 240 total hours each calendar year. [ ] 2020 [ ] 2021
4. The license was not operated at all or was not operated for at least the minimum requirement of 240 total hours each year... [ ] 2020 [ ] 2021

Section 5 – Violations and Convictions

Have ANY Notices of Violation been issued for this license OR has ANY person or entity in this application been convicted of a violation of Title 04, 3AAC 304 or a local ordinance adopted under AS 04.21.010 in 2020 or 2021? [ ] Yes [x] No

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

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



# Form AB-17: 2022/2023 License Renewal Application

## Section 6 – Certifications

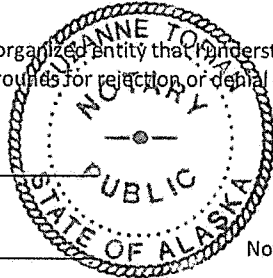
As an applicant for a liquor license renewal, I declare under penalty of perjury that I have read and am familiar with AS 04 and 3 AAC 304, and that this application, including all accompanying schedules and statements, are true, correct, and complete.

- I agree to provide all information required by the Alcoholic Beverage Control Board or requested by AMCO staff in support of this application and understand that failure to do so by any deadline given to me by AMCO staff will result in this application being returned and potentially expired if I do not comply with statutory or regulatory requirements.
- I certify that all current licensees (as defined in AS 04.11.260) and affiliates have been listed on this application, and that in accordance with AS 04.11.450, no one other than the licensee(s) has a direct or indirect financial interest in the licensed business.
- I certify that this entity is in good standing with Corporations, Business and Professional Licensing (CBPL) and that all entity officials and stakeholders are current and accurately listed, and I have provided AMCO with all required changes of Shareholders (10% or more), Managers, Corporate Officers/Board of Directors, Partners, Controlling Interest or Ownership of the business license, and have provided all required documents for any new or changes in officers.
- I certify that all licensees, agents, and employees who sell or serve alcoholic beverages or check identification of patrons have completed an alcohol server education course approved by the ABC Board and keep current, valid copies of their course completion cards on the licensed premises during all working hours, if applicable for this license type as set forth in AS 04.21.025 and 3 AAC 304.465.
- I certify that I have not altered the functional floor plan or reduced or expanded the area of the licensed premises, and I have not changed the business name from what is currently approved and on file with the Alcoholic Beverage Control Board.

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

Ryan Jordan  
Signature of licensee

Ryan Jordan  
Printed name of licensee



[Signature]  
Signature of Notary Public

Notary Public in and for the State of: Alaska

My commission expires: 5/24/2022

Subscribed and sworn to before me this 26 day of October, 2021.

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

All renewal and supplemental forms are available online

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

### FOR OFFICE USE ONLY

License Fee:	\$ <u>600</u>	Application Fee:	\$ 300.00	Misc. Fee:	\$
Total Fees Due:			<u>900.00</u>		\$ <u>900.00</u>



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

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

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	The Broken Oar LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10120874

**Status:** Good Standing

**AK Formed Date:** 1/2/2020

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

**Next Biennial Report Due:** 1/2/2022 [File Biennial Report](#)

**Entity Mailing Address:** 181 MOUNTAIN VIEW DRIVE , #1, HOMER, AK 99603

**Entity Physical Address:** 181 MOUNTAIN VIEW DRIVE , #1, HOMER, AK 99603

## Registered Agent

**Agent Name:** Ryan Jordan

**Registered Mailing Address:** 181 MOUNTIAN VIEW DRIVE, #1, HOMER, AK 99603

**Registered Physical Address:** 181 MOUNTIAN VIEW DRIVE, #1, HOMER, AK 99603

## Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former Owned
	Ryan Jordan	Manager	
	Ryan Jordan	Member	100.00

# Filed Documents

Date Filed	Type	Filing	Certificate
1/02/2020	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
1/02/2020	Initial Report	<a href="#">Click to View</a>	

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

[State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download / Business License / License #2098009](#)

## LICENSE DETAILS

**License #:** 2098009

[Print Business License](#)

**Business Name:** The Broken Oar

**Status:** Active

**Issue Date:** 01/15/2020

**Expiration Date:** 12/31/2021

**Mailing Address:** 3851 Homer Spit Road  
Homer, AK 99603

**Physical Address:** 3851 Homer Spit Road  
Homer, AK 99603

## Owners

The Broken Oar LLC

## Activities

Line of Business	NAICS	Professional License #
72 - Accommodation and Food Services	722110 - FULL-SERVICE RESTAURANTS	

## Endorsements

No Endorsements Found

## License Lapse(s)

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

No Lapses on record for the last 4 years.



# City of Homer

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

Police Department

625 Grubstake Avenue  
Homer, Alaska 99603

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

(p) 907-235-3150

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

## Memorandum

TO: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

FROM: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

DATE: DECEMBER 1, 2021

SUBJECT: LIQUOR LICENSE RENEWAL APPLICATIONS FOR THE ALIBI, KHARACTERS, DOWN EAST SALOON, AND THE BROKEN OAR – No Objection

---

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

LICENSE TYPE	LICENSE #	DBA NAME	SERVICE LOCATION	LICENSEE	CONTACT PERSON
Beverage Dispensary	98	The Alibi	453 E Pioneer Avenue	Mix Rocks, LLC	Megan Palma
Beverage Dispensary	1085	Kharacters	3851 Shelford Street	Wonderful, LLC	Rondy Matthews
Beverage Dispensary	2300	Down East Saloon	3125 East End Road	Down East Saloon, LLC	Justin Cole
Restaurant/Eating Place/Public Convenience	5904	The Broken Oar	3851 Homer Spit Road	The Broken Oar, LLC	Ryan Jordan





# 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 21-205

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: RENEE KRAUSE, MMC, DEPUTY CITY CLERK II  
DATE: DECEMBER 7, 2021  
SUBJECT: RETAIL MARIJUANA STORE LICENSE RENEWAL FOR COSMIC CANNABIS COMPANY

---

We have been notified by the Alcohol Marijuana Control Office of an application for a retail marijuana store license renewal in the City of Homer for the following:

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

RECOMMENDATION: Voice non objection and approval for the renewal for retail marijuana license.

Fiscal Note: Revenues.



November 30, 2021

City of Homer  
Attn: Melissa Jacobsen, City Clerk  
VIA Email: [clerk@cityofhomer-ak.gov](mailto:clerk@cityofhomer-ak.gov)

CC: Kenai Peninsula Borough  
[mjenkins@kpb.us](mailto:mjenkins@kpb.us)  
[maldridge@kpb.us](mailto:maldridge@kpb.us)  
[slopez@kpb.us](mailto:slopez@kpb.us)  
[ncarver@kpb.us](mailto:ncarver@kpb.us)  
[JVanHoose@kpb.us](mailto:JVanHoose@kpb.us)

<b>License Number:</b>	21417
<b>License Type:</b>	Retail Marijuana Store
<b>Licensee:</b>	Cosmic SeaWeed, LLC
<b>Doing Business As:</b>	Cosmic Cannabis Company
<b>Physical Address:</b>	261 East Bunnell Ave Homer, AK 99603
<b>Designated Licensee:</b>	Christina Logan
<b>Phone Number:</b>	907-982-0513
<b>Email Address:</b>	cosmicseaweed@gmail.com

License Renewal Application       Endorsement Renewal Application

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

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

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

At the May 15, 2017, Marijuana Control Board meeting, the board delegated to me the authority to approve renewal applications with no protests, objections, or notices of violation. However, if a timely protest or objection is filed for this application, or if any notices of violation have been issued for this license, the board will consider the application. In those situations, a temporary license will be issued pending board consideration.

If you have any questions, please email [amco.localgovernmentonly@alaska.gov](mailto:amco.localgovernmentonly@alaska.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Glen Klinkhart". The signature is written in a cursive style with a large initial "G".

Glen Klinkhart, Director

# Alcohol & Marijuana Control Office

**License Number:** 21417

**License Status:** Active-Operating

**License Type:** Retail Marijuana Store

**Doing Business As:** Cosmic Cannabis Company

**Business License Number:** 2111543

**Designated Licensee:** Christina Logan

**Email Address:** cosmiccannabiscompany@gmail.com

**Local Government:** Homer

**Local Government 2:**

**Community Council:**

**Latitude, Longitude:** 59.639667, -151.539490

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

Licensee #1	Entity Official #1
<p><b>Type:</b> Entity</p> <p><b>Alaska Entity Number:</b> 10093588</p> <p><b>Alaska Entity Name:</b> Cosmic SeaWeed, LLC</p> <p><b>Phone Number:</b> 907-982-0513</p> <p><b>Email Address:</b> cosmicseaweed@gmail.com</p> <p><b>Mailing Address:</b> 261 East Bunnell Ave Homer, AK 99603 UNITED STATES</p>	<p><b>Type:</b> Individual</p> <p><b>Name:</b> Christina Logan</p> <p><b>SSN:</b> [REDACTED]</p> <p><b>Date of Birth:</b> [REDACTED]</p> <p><b>Phone Number:</b> 907-982-0513</p> <p><b>Email Address:</b> cosmicseaweed@gmail.com</p> <p><b>Mailing Address:</b> 261 East Bunnell Ave Homer, AK 99603 UNITED STATES</p>

Entity Official #2	Entity Official #3
<p><b>Type:</b> Individual</p> <p><b>Name:</b> Christopher Corey</p> <p><b>SSN:</b> [REDACTED]</p> <p><b>Date of Birth:</b> [REDACTED]</p> <p><b>Phone Number:</b> 907-299-3745</p> <p><b>Email Address:</b> cbhomerak@gmail.com</p> <p><b>Mailing Address:</b> 272 Charles Way Homer, AK 99603 UNITED STATES</p>	<p><b>Type:</b> Individual</p> <p><b>Name:</b> Chris Long</p> <p><b>SSN:</b> [REDACTED]</p> <p><b>Date of Birth:</b> [REDACTED]</p> <p><b>Phone Number:</b> 419-708-0174</p> <p><b>Email Address:</b> pyrofish13@gmail.com</p> <p><b>Mailing Address:</b> 879 Linda Court Homer, AK 99603 UNITED STATES</p>

**Note:** No affiliates entered for this license.





**Alaska Marijuana Control Board**  
**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

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

**Section 2 – Individual Information**

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

<b>Name:</b>	Christopher B. Corey
<b>Title:</b>	Owner

**Section 3 – Violations & Charges**

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

Initials

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

CC
----

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

CC
----

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

CC
----

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

Initials

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

--



# Form MJ-20: Renewal Application Certifications

## Section 4 – Certifications & Waiver

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

Initials

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

CC

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

CC

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

CC

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

CC

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

CC

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

CC

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

CC

I, Christopher Corey, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

CC

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

[Signature]  
Signature of licensee

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

Christopher Corey  
Printed name of licensee

My commission expires: July 27, 2022

Subscribed and sworn to before me this 22<sup>nd</sup> day of June, 2021.







Alaska Marijuana Control Board

# Form MJ-20: Renewal Application Certifications

Alcohol and Marijuana Control Office  
550 W 7<sup>th</sup> Avenue, Suite 1600  
Anchorage, AK 99501  
[marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov)  
<https://www.commerce.alaska.gov/web/amco>  
Phone: 907.269.0350

## What is this form?

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

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

## Section 1 – Establishment Information

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

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

## Section 2 – Individual Information

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

<b>Name:</b>	Christina A Logan
<b>Title:</b>	Owner

## Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

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

Initials

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



Alaska Marijuana Control Board  
**Form MJ-20: Renewal Application Certifications**

**Section 4 – Certifications & Waiver**

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

Initials

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

*RL*

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

*RL*

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

*RL*

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

*RL*

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

*RL*

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

*RL*

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

*RL*

I, Christina A Logan, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

*RL*

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

*Christina Logan*

Signature of licensee

*RAQUEL DECOEUR*

Notary Public in and for the State of Alaska

Christina Logan

Printed name of licensee

My commission expires: 5.18.24

Subscribed and sworn to before me this 25<sup>th</sup> day of June, 2021.

RAQUEL DECOEUR  
 Notary Public  
 State of Alaska  
 My Commission Expires May 18, 2024





Alaska Marijuana Control Board

**Form MJ-20: Renewal Application Certifications**

**What is this form?**

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

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

**Section 1 – Establishment Information**

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

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

**Section 2 – Individual Information**

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

<b>Name:</b>	Chris C. Long				
<b>Title:</b>	Owner				

**Section 3 – Violations & Charges**

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

Initials

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

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

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

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

Initials

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



Alaska Marijuana Control Board  
**Form MJ-20: Renewal Application Certifications**

**Section 4 – Certifications & Waiver**

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

Initials

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

ce

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

ce

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

ce

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

ce

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

ce

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

ce

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

ce

I, Chris Long, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

ce

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

Chris Long  
 Signature of licensee

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

Chris Long  
 Printed name of licensee

My commission expires: 5.18.24

Subscribed and sworn to before me this 28<sup>th</sup> day of May, 2021.

RAQUEL DECOEUR  
 Notary Public  
 State of Alaska  
 My Commission Expires May 18, 2024



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

**Cosmic SeaWeed, LLC**



IN TESTIMONY WHEREOF, I execute the certificate and affix the Great Seal of the State of Alaska effective **October 25, 2018**.

A handwritten signature in cursive script that reads "Mike Navarre".

Mike Navarre  
Commissioner

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF COSMIC SEAWEED, LLC**

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

**RECITALS**

Christina Logan, Christopher Corey, and Chris Long executed an Operating Agreement for Cosmic SeaWeed, LLC, dated October 25, 2018 (“2018 Operating Agreement”).

The 2018 Operating Agreement, under provision XLII, allows for its Members to amend the 2018 Operating Agreement and the Members desire to amend and restate the Company’s Operating Agreement.

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

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

**AGREEMENT**

**1. ADOPTION OF STATUTORY RULES**

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

**2. INITIAL MEMBERS**

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

<u>Name</u>	<u>Membership Interest</u>
Christina A. Logan	33.34%
Christopher B. Corey	33.33%
Chris C. Long	33.33%

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

**3. ORGANIZATION AND PURPOSE**

**A. Company’s Name**

The Company’s name is Cosmic SeaWeed, LLC.

**B. Purpose**



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

**C. Term.**

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

**D. Registered Agent**

The Company's initial registered agent is Christina A. Logan, whose mailing address is 272 Charles Way, Homer, AK 99603 and physical address is 262 Charles Way, Homer, AK 99603.

**4. MEMBERS' RIGHTS AND DUTIES**

**A. Management Right**

The Members will manage the Company. Each Member has the right to participate in the control and conduct of the Company's business, and subject to the limitations imposed by the Act, this Operating Agreement, or Members' action, each Member is an agent of the Company and has authority to bind the Company in the ordinary course of its business. The Members have the power, on the Company's behalf, to do all things necessary, appropriate, or convenient to carry out the Company's business and affairs.

**B. Members' Liability**

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

**C. Indemnity**

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

**D. Dealing with the Company**

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

**5. COMPANY MANAGEMENT**

**A. Company Management**

The Members have the exclusive right to manage the Company's business. Accordingly, except as otherwise specifically limited in this Operating Agreement or under applicable law, the Members will: (i) manage the Company's affairs and business; (ii) exercise the authority and powers granted to the Company; and (iii) otherwise act in all other matters on the Company's behalf.

**B. Company Expenses**

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

**C. Meetings**

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

**D. Quorum**

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

**E. Telephonic Meetings**

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

**F. Proxies**

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

**G. Voting of Interests**

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

**H. Action by Members**

Except as otherwise provided in this Operating Agreement, all decisions relating to the business or affairs of the Company will be decided at a Member meeting by the affirmative vote or consent of a majority of the Company's Membership Interest present in person or represented by proxy. The following actions, however, require the affirmative vote or consent of all Members:

- (i) transferring any portion or all of a Member's Ownership Interest;
- (ii) dissolving or winding-up the Company's business;
- (iii) selling the Company;
- (iv) merging the Company with any other entity;
- (v) amending the Operating Agreement;

- (vi) commencing a voluntary bankruptcy case for the Company; and
- (vii) conveying any interest the Company may have in any Alaska Marijuana Control Board license or permit.

**I. Action Without a Meeting**

Any action required or permitted to be taken at any Member meeting may be taken without a meeting, without prior notice, and without a vote, if all Members entitled to vote on the action sign a written consent, setting forth the action taken. The written consent must bear the signature and signature date of each Member. The record date for determining Members entitled to sign the written consent will be the date of the first signature by a Member.

**6. CAPITAL ACCOUNTS, CONTRIBUTIONS, AND ALLOCATIONS**

**A. Capital Accounts**

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

**B. Initial Contributions**

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

**C. Subsequent Contributions**

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

**D. Loans**

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

**E. Allocations**

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

**F. Reimbursement**

As soon as the Company has sufficient funds to do so and before distributing any other profits or losses, it will reimburse each Member for his and her initial capital contribution as detailed in Schedule A.

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

**A. Company Interests Transfers**

The term "transfer" and "transfers" when used in the Operating Agreement with respect to a Membership Interest, includes any sale, assignment, gift, pledge,

hypothecation, mortgage, exchange, or other disposition, except the term will not include any pledge, mortgage, hypothecation, or granting of a security interest in a Membership Interest in connection with any financing obtained on the Company's behalf.

**B. Void Transfers**

No Membership Interest can be transferred, in whole or in part, except in accordance with the terms and conditions set forth in Section 7. Any transfer or purported transfer of any Membership Interest not made in accordance with the Operating Agreement will be void ab initio.

**C. Transfers**

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

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

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

**D. Member Buy Out**

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

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



**E. Dealing with Members.**

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

**F. No Right to Withdraw**

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

**G. Member Death**

When a Member dies, that Member's Membership Interest automatically transfers equally to all surviving Members. All profits and losses up to the Member's date of death allocated to the deceased Member will be distributed to the Member's beneficiary designated on Schedule A.

**8. NON-COMPETE AND CONFIDENTIAL BUSINESS INFORMATION**

**A. Non-Compete Term**

While a Member of the Company and for a 1-year period thereafter ("Non-compete Term"), Members and past Members are prohibited from directly or indirectly participating in other business interests and investments that constitute a Competing Business of the Company, except if provided written consent from all Members to engage in the Competing Business. Any business or investment related to marijuana within Alaska is considered a Competing Business pursuant to this non-compete provision.

**B. Covenant Not to Compete**

The Members covenant and agree that during the Non-compete Term neither a Member, nor his or her successors and assigns, will directly or indirectly, whether as a principal, agent, employee, employer, investor, shareholder, member, partner, manager, consultant, or otherwise, alone or in association with any other person, provide any services to a Competing Business or solicit or contact any Company customers for a Competing Business.

**C. Remedies**

Each Member acknowledges (i) the unique nature of the protections and provisions of this non-compete, (ii) the Company will suffer irreparable harm if any Member or past Member breaches or violates this non-compete, and (iii) monetary damages alone would be inadequate to compensate the Company for a breach or violation of this non-compete. Therefore if at any time a Member or past Member violates this non-compete the Company will be entitled to injunctive relief in addition to any other remedies at law or equity.

**D. Confidentiality**

The Members recognizes the Company is engaged in sensitive and proprietary business with many trade secrets. As such, the Members will keep all sensitive and proprietary information and Company trade secrets confidential and only share such information with the Company's professional advisors, or as required by law. This confidentiality restriction does not apply to any information that is in the public domain.

**E. Liquidated Damages.**

Each Member agrees that unauthorized release of confidential information will damage the Company and the damage incurred is impracticable or extremely difficult to ascertain. As a result, in connection with any unauthorized release of confidential information by any Member, in addition to any other rights or remedies available to the Company in law or equity, each Member agrees to pay to the Company, as liquidated damages, \$5,000 per disclosure. The parties agree the liquidated damages amount is a reasonable estimate of damages incurred in the event a Member fails to adhere to the confidentiality requirements and the payment is intended to be liquidated damages and not a penalty.

**9. DISSOLUTION, LIQUIDATION, AND TERMINATION**

**A. Events Causing Dissolution**

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

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

**B. Winding Up**

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

**C. Final Distribution**

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

- i. First, to creditors, including any Member who is a creditor, until all of the Company's debts and liabilities are paid and discharged, including Member's capital contributions (or provision is made for payment thereof); and

- ii. The balance, if any, to the Members, in proportion to their Membership Interests as of the distribution date, after giving effect to all contributions, distributions, and allocations for all periods.

**D. Distributions in Kind**

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

**E. Deficit Capital Accounts**

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

**F. Articles of Dissolution**

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

**10. MEDIATION REQUIRED**

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

**11. MISCELLANEOUS PROVISIONS**

**A. Title to Assets**

Title to all Company assets must be in the Company's name and not in the Members' name.

**B. Successors and Assigns**

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

**C. Entire Agreement**

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

**D. Rights of Creditors and Third Parties under Operating Agreement**

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


**E. Governing Law**

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


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

**COMPANY:**

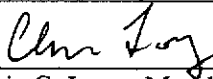
COSMIC SEAWEED, LLC

By:   
Christina A. Logan, Member

Date: July 9, 2019


By:   
Christopher B. Corey, Member

Date: 7/9/2019


By:   
Chris C. Long, Member

Date: 7-9-19

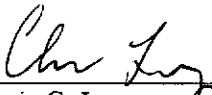
**MEMBERS:**

By:   
Christina A. Logan

Date: July 9, 2019

By:   
Christopher B. Corey

Date: 7/9/2019

By:   
Chris C. Long

Date: 7-9-19

**SCHEDULE A**

**Contributions of Member Christina A. Logan:**

Liquid Funds: \$63,000

Tangible Property: 0



Initial start-up work, equal to: \$50,000

*Christina A. Logan's Beneficiary:* Dawn Logan Orwiler; relation: sister; phone number: +66 94-187-4055 (Thailand) or contact sister through Christina's father.

**Contributions of Member Christopher B. Corey:**

Liquid Funds: \$1,232

Tangible Property: 0

Initial start-up work, equal to: \$50,000

*Christopher B. Corey's Beneficiary:* Damon Corey; relation: brother; phone number: 661-549-9788.

**Contributions of Member Chris C. Long:**

Liquid Funds: \$ 27,280

Tangible Property: 0

Initial start-up work, equal to: \$2,500

*Chris C. Long's Beneficiary:* Debbie Morgan; relation: sister; phone number: 419-376-7098.



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

[INFORMATION](#) [SEARCH LICENSE DATA](#) [DATA DOWNLOADS](#) [MY LICENSE](#)

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

## ENTITY DETAILS

### Name(s)

Type	Name
Legal Name	Cosmic SeaWeed, LLC

**Entity Type:** Limited Liability Company

**Entity #:** 10093588

**Status:** Good Standing

**AK Formed Date:** 10/25/2018

**Duration/Expiration:** Perpetual

**Home State:** ALASKA

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

**Entity Mailing Address:** 272 CHARLES WAY, HOMER, AK 99603

**Entity Physical Address:** 262 CHARLES WAY, HOMER, AK 99603

### Registered Agent

**Agent Name:** Christina Logan

**Registered Mailing Address:** 2303 TULIK DR, ANCHORAGE, AK 99517

**Registered Physical Address:** 262 CHARLES WAY, HOMER, AK 99603

### Officials

Show Former

AK Entity #	Name	Titles	Owned
	Chris C Long	Member	33.33
	Christina Logan	Member	33.34
	Christopher B Corey	Member	33.33

### Filed Documents

Date Filed	Type	Filing	Certificate
10/25/2018	Creation Filing	<a href="#">Click to View</a>	<a href="#">Click to View</a>
2/12/2019	Initial Report	<a href="#">Click to View</a>	
12/24/2019	Biennial Report	<a href="#">Click to View</a>	
6/10/2020	Change of Officials	<a href="#">Click to View</a>	

## Commercial Lease Agreement

This Commercial Lease Agreement is made effective May 15, 2019, between Cosmic SeaWeed, LLC DBA Cosmic Cannabis Company (Tenant) and Chris C. Long (Landlord).

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

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

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

1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for an Initial Term beginning May 15, 2019 and ending 12/31/2024. On June 1, 2020, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of both parties.
2. Rent: Tenant shall pay to Landlord a monthly rent during the initial term and during the renewal period lease of \$4000.00 per month.
3. Taxes: Landlord shall be responsible for property taxes during the duration of the Lease.
4. Remodeling: At the cost of the tenant, any building modifications to the premises are allowed for conducting business, including installation of security and lighting, ventilation, and other modifications within the walls of the building.
5. Use: Notwithstanding the forgoing, Tenant is allowed to conduct all legal marijuana retail sales, production, storage, shipment and activities.
6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlord's effective written consent.
7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
10. Access and Inspection: During any entry by Landlord or its agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.



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

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

Chris Long  
Landlord  
Chris C Long

Chris Long  
Tenant Chris C Long  
Owner, Cosmic SeaWeed, LLC

Christina A Logan  
Tenant Christina A Logan - *MANAGER*  
Owner, Cosmic SeaWeed, LLC

Refused to sign- is leaving the company  
Tenant Christopher B Corey  
Owner, Cosmic SeaWeed, LLC





# City of Homer

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

## Police Department

625 Grubstake Avenue  
Homer, Alaska 99603

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

(p) 907-235-3150

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

## Memorandum

TO: RENE KRAUSE, MMC, DEPUTY CITY CLERK

FROM: MARK ROBL, POLICE CHIEF

CC: LISA LINEGAR, COMMUNICATIONS SUPERVISOR

DATE: DECEMBER 1, 2021

SUBJECT: RETAIL MARIJUANA STORE LICENSE RENEWAL FOR COSMIC CANNABIS COMPANY

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Homer Police Department has no objection to the renewal application for a retail marijuana license in the City of Homer for the following:

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



# 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 21-

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
THROUGH: ROB DUMOUCHEL, CITY MANAGER  
FROM: RICK ABOUD AICP, CITY PLANNER  
DATE: DECEMBER 7, 2021  
SUBJECT: COSMIC SEAWEED RETAIL MARIJUANA STORE LICENSE APPLICATION

I have reviewed the site and operation of the retail marijuana facility, License 21417, located at 261 E Bunnell Ave. I find that the facility is in compliance with Homer City Zoning Codes. I have no objection to the license renewal based zoning related issues.

**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-68**

An Ordinance of the City Council of Homer, Alaska Appropriating \$25,000 from the General Fund for Fiscal Year 2022 to Fund Part of the Homer Business Advisor Position for the Alaska Small Business Development Center and Authorizing the City Manager to Negotiate and Execute Appropriate Documents.

Sponsor: Venuti/Erickson

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-206 from Economic Development Advisory Commission as backup

**CITY OF HOMER  
HOMER, ALASKA**

Venuti/Erickson

**ORDINANCE 21-68**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA APPROPRIATING \$25,000 FROM THE GENERAL FUND FOR FISCAL YEAR 2022 TO FUND PART OF THE HOMER BUSINESS ADVISOR POSITION FOR THE ALASKA SMALL BUSINESS DEVELOPMENT CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The 2018 Comprehensive Plan Chapter 7 Goal 2 States: Encourage the retention and creation of more year round, higher wage jobs; and

WHEREAS, The Alaska Small Business Development Center (AKSBDC) provides no-cost, confidential, individual business coaching to grow small businesses in Homer; and

WHEREAS, The AKSBDC is requesting the city provide funding in the amount of \$25,000 for three years to partially fund the local half time Homer Business Advisor position, and

WHEREAS, The Homer position is conveniently located within the Homer Chamber of Commerce, which provides the office space and supports free of charge; and

WHEREAS, The Economic Development Advisory Commission (EDC) heard presentations from Robert Green, the Homer Business Advisor of the AK SBDC, and Cliff Cochran, Kenai Peninsula Center Director of the AKSBDC; and

WHEREAS, The EDC considers this investment to be of minimal cost and of great benefit to local businesses to have local advisor services; and

WHEREAS, The EDC believes that cost of this investment will be recuperated to the City of Homer via increased sales tax revenue, and by increased property tax values when private sector investment occurs as a result of SBDC business counseling; and

WHEREAS, There is a lot of uncertainty for small business in the recovery phase of the COVID Pandemic and in workforce changes; and

WHEREAS, The Homer City Council supports the work of the AKSBDC and requests an annual presentation on the activities of the Homer office.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:



43            Section 1. The FY 22/23 budget is hereby amended by appropriating funds from the  
44 General Fund account in the amount of \$25,000 for the purpose of funding a portion of the  
45 Homer Business Advisor of the Alaska Small Business Development Center.

46

47            Expenditure:

48 <u>Account No.</u>	48 <u>Description</u>	48 <u>Amount</u>
49            100-0099	49            General Fund	49            \$25,000

50

51

52            Section 2. This is a budget amendment ordinance, is temporary in nature, and shall  
53 not be codified.

54

55            ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of \_\_\_\_, 2021.

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58

CITY OF HOMER

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\_\_\_\_\_

KEN CASTNER, MAYOR

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64 ATTEST:

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\_\_\_\_\_

MELISSA JACOBSEN, MMC, CITY CLERK

68

69

70

71 YES:

72 NO:

73 ABSTAIN:

74 ABSENT:

75

76 Introduction:

77 Public Hearing:

78 Second Reading:

79 Effective Date:



## Memorandum 21-206

TO: Mayor Castner and Homer City Council  
THROUGH: Julie Engebretsen, Deputy City Planner and Special Projects Coordinator  
FROM: Economic Development Advisory Commission  
DATE: December 2, 2021  
SUBJECT: Recommendation on funding for the Homer Business Advisor Position

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The Alaska Small Business Development Center (AKSBDC) has approached the City of Homer with a request for \$25,000 to help fund the part time Homer Business Advisor position. Cliff Cochran, Director of the Kenai Peninsula Center of the SBDC will be giving Council a presentation on what services the SBDC provides, and the economic impact of those services on Homer businesses. (I won't duplicate that information here.)

The Economic Development Commission heard presentations from both the local business advisor Robert Green, and from Mr. Cochran. The EDC supports funding this position in the amount of \$25,000 for one year for the following reasons:

1. Business startups are benefitted by this service, which can help them be successful and grow.
2. There is value in having this service locally available, rather than taking the travel time to meet in the central Peninsula. People running or starting businesses are busy.
3. The increase in sales tax and property tax revenue from private investment should offset the cost to the City.
4. Support of this position is a collaboration; the Chamber of Commerce provides free office space and support services for this position.

**Recommendation:** Provide funding to the AK SBDC for one year in the amount of \$25,000.

**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-69**

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Appropriating \$70,485 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund for Installation of a Water Main Extension as part of the Alaska Department of Transportation and Public Facilities Repaving Project.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-207 from Public Works Director as backup

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

3 City Manager/  
4 Public Works Director

5 **ORDINANCE 21-69**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
8 AMENDING THE FY22 CAPITAL BUDGET AND APPROPRIATING  
9 \$70,485 FROM THE HOMER ACCELERATED WATER AND SEWER  
10 PROGRAM (HAWSP) FUND FOR INSTALLATION OF A WATER MAIN  
11 EXTENSION AS PART OF THE ALASKA DEPARTMENT OF  
12 TRANSPORTATION AND PUBLIC FACILITIES REPAVING PROJECT.  
13

14 WHEREAS, As part of the State’s East Hill Road Repaving Project, the State’s  
15 construction contractor will be, among other things, adjusting City-owned water valves and  
16 making other minor repairs to the City’s water utility; and  
17

18 WHEREAS, The City has a long term plan to extend City water to Mission Road and this  
19 project would be facilitated if a short extension of water main were installed from the existing  
20 water line to a point outside the East Hill Road ROW; and  
21

22 WHEREAS, The State has indicated it will ask its construction contractor for a change  
23 order to install this water main extension if the City provided a drawing, stamped by a  
24 professional engineer; and  
25

26 WHEREAS, The City has sufficient funds in the HAWSP fund to pay for the costs to design  
27 and construct this short water main extension; and  
28

29 WHEREAS, The City Council has already authorized \$128,953 from the Water and Sewer  
30 CARMA Funds to reimburse the State for the cost of repair work to the City’s water and sewer  
31 lines; and  
32

33 WHEREAS, The City has received a proposal for the design services, in the amount of  
34 \$5,970, from Kinney Engineering, the engineer of record for the East Hill Road Repaving project  
35 and one of the firm with whom the City has a Term Contract for engineering services; and  
36

37 WHEREAS, The estimated cost of the construction of the water main extension is  
38 \$64,515, including a 15% contingency, bringing the total estimated cost to \$70,485.  
39

40 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
41







## **Memorandum 21-207**

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, Director of Public Works  
DATE: December 1, 2021  
SUBJECT: East Hill Road Re-paving Project – Water Line Extension

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**Issue:** The purpose of this Memorandum is to recommend appropriation of funds from the HAWSP to pay for a short water main extension in conjunction with the East Hill Road Re-paving Project.

### **Background:**

As part of the State’s East Hill Road Repaving Project, the State’s construction contractor will be, among other things, adjusting City-owned water valves and making other minor repairs to the City’s water and sewer utilities. The City has already appropriated \$128,953 from the Water and Sewer CARMA Funds to reimburse the State for the costs of these repairs. The City has a long term plan to extend City water to Mission Road and this project would be facilitated if a short extension of water main were installed from the existing water line to a point outside the East Hill Road ROW. The State’s Project Manager told me he would ask the State’s construction contractor for a change order to install this water main extension if the City provided a drawing, stamped by a PE.

I asked Kinney Engineering, which is the State’s engineer of record for the East Hill Road Repaving project and one of the firms with whom the City has a Term Contract for engineering services, for a proposal for the design services. They propose to provide the stamped drawing we need for the not to exceed price of \$5,970. We estimate the cost of the installation of the water line extension, including a 15% contingency to be \$64,515, for a total cost of \$70,485.

Since this project involves the extension of a new water line, the costs should be paid from the HAWSP Fund. The City has sufficient funds in the HAWSP fund to pay for these costs. The HAWSP Fund is expected to have an Ending Balance of \$2,352,321 at the end of FY 22.

This would bring the total cost of the water line extension related to the East Hill Road Repaving Project to \$199,438.

**Recommendation:** That the City Council appropriate an additional \$70,485 to pay for a water line extension related to the East Hill Road Repaving Project.

**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-70**

An Ordinance of the City Council of Homer, Alaska Amending Homer City Code Chapter 15.10.010 to Include Oscar Munson Subdivision Lot 34 in the Ocean Drive Loop Special Service District.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-208 from Public Works Director as backup

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

3 City Manager/  
4 Public Works Director

5 **ORDINANCE 21-70**

6  
7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
8 AMENDING HOMER CITY CODE CHAPTER 15.10.010 TO INCLUDE  
9 OSCAR MUNSON SUBDIVISION LOT 34 IN THE OCEAN DRIVE LOOP  
10 SPECIAL SERVICE DISTRICT.

11  
12 WHEREAS, The City Council by Ordinance 11-49(S) created the Ocean Drive Loop  
13 Special Service District (“District”) for the purpose of funding the operation and maintenance  
14 of the seawall that had been constructed in the Ocean Drive Loop Bluff Erosion Control  
15 Improvement District and said District was codified in HCC 15.10.010; and

16  
17 WHEREAS, Oscar Munson Subdivision Lot 34 was, by Ordinance 12-29, excluded from  
18 the Ocean Drive Loop Special Service because

- 19 • The owners of Lot 34, at the time the Special Service District was created, represented  
20 to the City that they had been operating and maintaining the part of the seawall that  
21 fronted their property, at their own expense; and  
22 • The owners had further represented to the Army Corps of Engineers and the City that  
23 they intended to continue to do so; and  
24 • The owners had applied for Army Corps of Engineers for transfer of the permit issued to  
25 the City for operation and maintenance of the Seawall, to the owners, for that portion  
26 of the Seawall that fronted Lot 34; and

27  
28 WHEREAS, The Corps denied this transfer leaving the owners of Lot 34 unable to  
29 complete their own armor rock revetment; and

30  
31 WHEREAS, The owners of Lot 34 did acquire armor rock for their project and said armor  
32 rock was placed on the beach in front of Lot 34, but was not placed in a designed revetment;  
33 and

34  
35 WHEREAS, The City issued a change order, in the amount of \$3,000, to the contractor  
36 who constructed the Armor Rock Revetment Project in 2021, for the purpose of integration the  
37 rock in front of Lot 34 into the design cross-section of the Armor Rock Revetment; and

38  
39 WHEREAS, Costs of the construction of the Armor Rock Revetment are being  
40 apportioned to the properties fronting the seawall, including Lot 34; and

41  
42  
~~Strike-out~~ is deleted language, **bold underline** is new language

43 WHEREAS, On-going maintenance of the Armor Rock Revetment is expected, such as  
44 repositioning rocks back into place as the shift from time to time; and  
45

46 WHEREAS, costs of the on-going maintenance of the Armor Rock Revetment should be  
47 borne by the benefitting properties, including Lot 34; and  
48

49 WHEREAS, The City Council adopted Ordinance 20-71, authorizing a credit to the future  
50 special assessment levied upon Lot 34 *“equal to the value of the armor rock and materials*  
51 *purchased by the owners of Lot 34, not to exceed \$36,000...”*; and  
52

53 WHEREAS, Ordinance 20-71 stipulated that *“[t]he City Manager will take measures to*  
54 *place armor rock in front of Lot 34, from the armor rock stockpile acquired by the property*  
55 *owners...”*; and  
56

57 WHEREAS, The rock in the armor rock stockpile owned by the owners of Lot 34 was  
58 larger than the rock specified in the Technical Specifications for the Armor Rock Revetment  
59 Project; and  
60

61 WHEREAS, It was not possible to fit all the rock from the armor rock stockpile into the  
62 design cross section for the Armor Rock Revetment Project, so some rock from the armor rock  
63 stockpile was repositioned into adjacent sections of the seawall; and  
64

65 WHEREAS, The City has been able to document the value of the armor rock and  
66 materials purchased by the owners of Lot 34 at \$23,682.25; and  
67

68 WHEREAS, The City Council adopted a Final Assessment Roll, accepting a credit to the  
69 assessment for Lot 34, in the amount of \$23,682.25.  
70

71 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
72

73 Section 1. Homer City Code Chapter 15.10.010(b), Ocean Drive Loop Special Service  
74 District, is hereby amended to add *“Oscar Munson Subdivision Lot 34”* to the list of properties  
75 within Special Service District as follows:  
76

77 15.10.010 Ocean Drive Loop Special Service District established.  
78

79 a. There is established a special service district within the City designated as the “Ocean Drive  
80 Loop Special Service District” for the purpose of providing special services to the properties in  
81 the Ocean Drive Loop Bluff Erosion Control Improvement/Assessment District that are not  
82 provided elsewhere in the City.  
83



84 b. The Special Service District consists of the properties in the Homer Recording District that  
85 are described as follows:

86

87 **Oscar Munson Subdivision Lot 34**

88

89 Oscar Munson Subdivision Lot 35

90

91 Oscar Munson Subdivision Lot 36

92

93 Oscar Munson Subdivision Lot 37

94

95 Oscar Munson Subdivision Lot 38

96

97 Oscar Munson Subdivision Lot 39

98

99 Oscar Munson Subdivision Lot 40

100

101 Oscar Munson Subdivision Lot 41

102

103 Oscar Munson Subdivision Lot 42

104

105 Oscar Munson Subdivision Lot 43

106

107 Oscar Munson Subdivision Lot 44

108

109 Oscar Munson Subdivision No. 18 Lot 45B

110

111 Oscar Munson Subdivision No. 18 Lot 45A

112

113 Tamian Subdivision Lot 1

114

115 A portion of T6S R13W Section 21, Beginning at corner of Sections 20, 21, 28, and 29; thence N  
116 64 degrees 10 minutes E a distance of 50.00 feet; thence S 64 degrees 10 minutes E a distance  
117 of 50.00 feet; thence E a distance of 35.00 feet; thence N 0 degrees 05 minutes W a distance of  
118 450.00 feet; thence W a distance of 125.00 feet; thence S 0 degrees 05 minutes E a distance of  
119 450.00 feet to the point of beginning.

120

121 Seabreeze Subdivision Lot 5

122

123 Lake St ROW south of Ocean Drive Loop

124

125 Pedestrian Easement south of Ocean Drive Loop between Lots 37 and 38, Oscar Munson  
126 Subdivision.

127

128 Section 2. The ordinance is of a permanent nature and shall be codified.

129

130 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2022.

131

132

CITY OF HOMER

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\_\_\_\_\_  
KEN CASTNER, MAYOR

136

137

138 ATTEST:

139

140

141

142 \_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

143

144 YES:

145 NO:

146 ABSTAIN:

147 ABSENT:

148

149 First Reading:

150 Public Reading:

151 Second Reading:

152 Effective Date:



## **Memorandum 21-208**

TO: Rob Dumouchel, City Manager  
FROM: Janette Keiser, PE, Director of Public Works  
DATE: December 1, 2021  
SUBJECT: Lot 34 and the Seawall Armor Rock Revetment Project

---

**Issue:** The purpose of this Memorandum is to recommend that Oscar Munson Subdivision Lot 34, currently owned by Martin and Heather Renner, be returned to the Ocean Drive Loop Special Service District.

### **Background:**

**Question:** What is the Ocean Drive Loop Special Service District?

**Answer:** The Ocean Drive Loop Special Service District was established by Ordinance 11-49(S) for the purpose of *“providing special services to the properties in the Ocean Drive Loop Bluff Erosion Control Improvement District that are not provided elsewhere in the City...”* Specifically, the district was established for the purpose of collecting funds to pay for the costs of repairing the seawall until either the property owners *“determined among themselves what collective arrangements, if any, to make for funding the operation of the seawall...”* or *“until the issue of the City’s obligations under the Corps permit”* could be resolved.

**Question:** Was Lot 34 excluded from the Ocean Drive Loop Special Service District?

**Answer:** Yes. The Homer City Council adopted Ordinance 12-29 excluding Lot 34 from the Special Service District.

**Q:** Why was Lot 34 excluded?

**A:** According to the *“whereas”* statements in Ordinance 12-29, the former owners of Lot 34 had *“operated and maintained”* the part of the seawall in front of their property at their own expense and *“represented to the Army Corps of Engineers and the City that they intend to continue to do so...”*.

**Q:** Were the owners able to construct their own revetment?

**A:** No. They applied for a Corps of Engineers permit to do this, but the Corp would not issue a permit to a private property owner. The Corps took the position that since the permit for the original seawall had been issued to the City, the City was the party responsible for maintenance and the Corps would only issue the permit to the City.

**Q.** Was the Renners' property included in the Seawall Armor Rock Revetment Special Assessment District?

**A.** Yes. The Renners' agreed to be included in the Armor Rock SAD if they were given a credit to their assessment for the value of the rock they had acquired.

**Q:** What was the value of this rock?

**A:** The Renners' purchased \$21,630.25 worth of armor rock, from Dibble Creek, for which they submitted a receipt. Their intent was to use this armor rock to create a revetment in front of their property. Further, they said they paid the former owners \$10,000 for expenses those people had incurred trying to protect their portion of the seawall. While we don't have documentation of the \$10,000 expense, we were able to compute a value of \$2,052 for what we referred to as "pre-existing" rock. We proposed to credit the Renners' assessment in the amount of \$23,682.25 for the value of the rock that was on their property.

**Q.** Did the City Council accept the computation and application of the credit to the Renners' assessment?

**A.** Yes. The City Council accepted this value when it adopted Resolution 21-078 establishing the Final Assessment Roll.

**Q.** What happened to the rock the owners purchased?

**A.** The rocks were originally placed on the beach in front of their property, but not as part of a designed revetment. Later, when the City's contractor built the revetment as part of the 2021 project, we issued a Change Order in the amount of \$3,000 to integrate the rocks into the design revetment. The rocks by Lot 34 were larger than the rock specified in the City's bid documents, so not all of them fit into the design cross-section. The contractor had to juggle the rocks to get them to fit, which meant that some rocks were not placed as part of the revetment in front of Lot 34.

**Q.** Did the amount credited to the Renners affect the assessments to the other property owners?

**A.** Yes. The amount credited was allocated to the other property owners.

**Q.** Will the amount credited to the Renners affect the ADEC loan, which is financing the project?

**A.** Yes. The ADEC will only allow us to include documentable costs as part of the costs of the project, which are eligible for ADEC financing. The ADEC has accepted the \$23,682.25 we've been able to document for the value of the credit. Any additional monies paid to the Renners would not be part of the financing.

**Q.** Will we still need a Special Service District to fund maintenance?

**A.** Yes. Some maintenance is still required, to reposition rocks back onto the revetment as they shift over time. Because this work is done a nominal expense, we will be recommending a downward adjustment to the mil rate for the Special Service District.

**Q.** Why should Lot 34 be included in the Special Service District for maintenance?

**A.** Lot 34 is benefitting from the new armor rock revetment. The basis for excluding Lot 34 originally was that the owners would build their own revetment. They were not able to do so; the City had to build the revetment. So, the basis for excluding Lot 34 became moot.

**Q.** How would Lot 34 be re-included?

**A.** Lot 34 was originally excluded by Ordinance. The City Council could pass a new Ordinance to re-include Lot 34 in the Ocean Drive Loop Special Service District.

**Recommendation:** The City Council adopt an ordinance to re-include Oscar Munson Subdivision lot 34 in the Ocean Drive Loop Special Service District.



**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-71**

An Ordinance of the City Council of Homer, Alaska Amending the FY22 Capital Budget and Appropriating an Additional \$138,399 from the Homer Accelerated Water and Sewer Program (HAWSP) Fund to Complete the Tasmania Court Water and Sewer Improvement Projects.

Sponsor: City Manager/Public Works Director

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-216 from Public Works Director as backup

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

4 City Manager/  
5 Public Works Director

6 **ORDINANCE 21-71**

7  
8 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
9 AMENDING THE FY22 CAPITAL BUDGET AND AUTHORIZING AN  
10 ADDITIONAL EXPENDITURE OF \$138,399 FROM THE HOMER  
11 ACCELERATED WATER AND SEWER PROGRAM (HAWSP) FUND TO  
12 COMPLETE THE TASMANIA COURT WATER AND SEWER  
13 IMPROVEMENT PROJECTS.

14  
15 WHEREAS, The City Council created the Tasmania Court Sewer Improvement Special  
16 Assessment District (SAD) and the Tasmania Court Water Improvement Special Assessment  
17 District; and

18  
19 WHEREAS, Ordinance 20-68 authorized \$234,105 for the Tasmania Court Water  
20 Improvement Project; and

21  
22 WHEREAS, Bids for the projects have been received and the projected Total Project  
23 Costs exceed the current appropriation by \$138,399.

24  
25 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

26  
27 Section 1. The Homer City Council hereby amends the FY 22 Capital Budget by  
28 appropriating \$138,399 from the HAWSP Fund to complete the Tasmania Court Water and  
29 Sewer Improvements, and such costs shall be apportioned, for purposes of ADEC Loan and  
30 assessment administration, according to actual costs as they are determined.

31  
32 

<u>Account</u>	<u>Description</u>	<u>Amount</u>
205-xxxx	Tasmania Court Sewer and Water Improvements	\$138,399

33  
34  
35 Section 2. This is a budget amendment ordinance only, is not permanent in nature, and  
36 shall not be codified.

37  
38 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of January, 2022.

39  
40 CITY OF HOMER  
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ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

\_\_\_\_\_  
KEN CASTNER, MAYOR

First Reading:  
Public Reading:  
Second Reading:  
Effective Date:



## MEMORANDUM 21-216

To: City Council  
Through: Rob Dumouchel, City Manager  
From: Janette Keiser, PE, Public Works Director  
Date: November 30, 2021  
Subject: **Award of Construction Contract for  
Tasmania Court Water and Sewer Main Extensions Projects**

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**Issue:** The purpose of this memorandum is to recommend award of a contract to East Road Services Inc.

**Background:** On November 30, bids were received for the above referenced projects. Competitive bidding was completed in accordance with the City's procurement regulations. The Water Main Project was bid first and then, when the design was finished for the Sewer Main Project, bids for the two projects were combined into one Consolidated Bid Form. That being said, the water and sewer projects will be administered separately, because they are financed by separate ADEC loans.

Three responsive bids were received:

- |                               |            |
|-------------------------------|------------|
| a. Scott's Heating & Plumbing | \$ 988,122 |
| b. Dirtworks, Inc.            | \$ 950,543 |
| c. East Road Services, Inc.   | \$ 688,094 |
| d. Engineer's Estimate        | \$ 646,385 |

East Road Services, Inc. is a well-known local firm that has the experience and resources to satisfactorily complete the work.

<b>Budget:</b>	<b>Water</b>	<b>Sewer</b>	<b>Water Betterment</b>	
Council Appropriation	\$ 234,105 <sup>1 2</sup>	\$ 287,692 <sup>3 4</sup>	\$88,569 <sup>5</sup>	= \$610,366
Costs to date:				
• Design Survey	\$ 2,800	\$ 980		
• Design	\$ 11,000	\$ 9,660	\$4,360	
• HDPE Pipe Materials	<u>\$ 21,871</u>	<u>\$ 0</u>	<u>          </u>	
• Total Expended to Date	\$ 35,671	\$ 10,640	\$4,360	= <u>\$ 50,671</u>
Remaining appropriation				\$559,695
Projected Cost to Complete:				
• Construction Bid		\$ 688,094		
• Inspection		<u>\$ 10,000</u>		
• Total Cost to Complete		\$ 698,094		
• Remaining appropriation		<u>\$ 559,695</u>		
Appropriation needed to complete project		\$ 138,399		
Total Project Cost = \$698,094 + \$50,671				
		\$748,765		
• Cost to Design & Construct Betterment (12" Main)		<u>\$ 67,366</u>		
• Cost to Design & Construct everything else		\$681,399		
• Less: ADEC Loan Subsidy <sup>6</sup>		<u>\$122,822</u>		
• Net Cost to Design & Construct everything else		\$558,577		
Property Owner Share	75% of \$ 558,577		\$ 418,932	
City Share	25% of \$ 562,177		\$ 139,644	

ADEC loan application = \$277,090 + \$248,136<sup>7</sup> = \$525,226

**Findings:**

1. There are sufficient funds in the authorized ADEC Loan amounts to cover the property owner financing. \$525,226 covers \$418,932
2. We need \$138,399 in additional Council appropriations to cover the Total Project Cost. (\$748,765 - \$610,366)
3. The projected value of an Equal Share assessment for water and sewer as well as the estimated cost of the on-site work for the sewer service and septic tank de-commissioning,

<sup>1</sup> Resolution 20-68 authorized \$234,105 from HAWSP for Tasmania Court Water Project.

<sup>2</sup> Resolution 21-042 authorized ADEC Loan in the amount of \$277,090 for the Tasmania Court Water Project, but failed to increase the appropriation from HAWSP.

<sup>3</sup> Resolution 21-045(A) authorizing ADEC Loan in the amount of \$287,692 for the Tasmania Court Sewer Project.

<sup>4</sup> Ordinance 21-34 authorizing \$287,692 from HAWSP for Tasmania Court Sewer Project

<sup>5</sup> Ordinance 21-11 authorizing \$88,569 for water betterment

<sup>6</sup> Principal Forgiveness Subsidy accepted by City Council in 111 on 21-023.

<sup>7</sup> Loan Application date 6-18-21



was \$30,467. The price, for the same scope of work, as-bid, is projected to be \$34,311, all of which can be financed through the ADEC loan. The increase is 14.5%

**Recommendations:**

1. That the City Council pass a resolution awarding the construction contract for the Tasmania Water Main and Sewer Main Extension Projects to East Road Services in the amount of \$688,094 and authorize the City Manager to execute all appropriate documents necessary to complete this project.
2. That the City Council pass legislation increasing the appropriation for the Tasmania Court Water Main and Sewer Main Extension Projects in the amount of \$138,399, to be apportioned for purposes of accounting for the ADEC loan, between the water and sewer accounts as actual costs are determined.

CITY OF HOMER  
HOMER, ALASKA

City Manager/  
Public Works Director

ORDINANCE 20-68

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA AMENDING THE 2020 CAPITAL BUDGET AND AUTHORIZING THE EXPENDITURE OF \$234,105 FROM THE HOMER ACCELERATED WATER & SEWER PROGRAM (HAWSP) FUND TO COMPLETE THE TASMANIA COURT WATER IMPROVEMENT PROJECT.

WHEREAS, The City Council created the Tasmania Court Water Improvement Special Assessment District (SAD); and

WHEREAS, The properties within this district will be assessed 75% of the costs of the project and the Homer Accelerated Water and Sewer Program (HAWSP) will pay 25%; and

WHEREAS, All project costs are anticipated to be financed through the ADEC/EPA Revolving Loan Program; and

WHEREAS, Public Works has estimated the cost of this project to be \$234,105 (See Memorandum 20-155).

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends the FY 2020 Capital Budget by appropriating \$234,105 from the HAWSP for the construction of the Tasmania Court Water Improvements.

<u>Account</u>	<u>Description</u>	<u>Amount</u>
205-xxxx	Tasmania Court Water Improvements	\$234,105

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 26<sup>th</sup> day of October, 2020.

CITY OF HOMER



KEN CASTNER, MAYOR

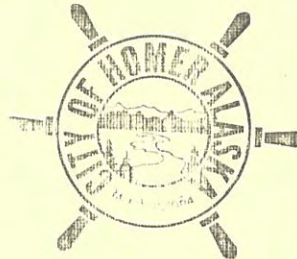
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ATTEST:

Melissa Jacobsen

MELISSA JACOBSEN, MMC, CITY CLERK

YES: 6  
NO: 0  
ABSTAIN: 0  
ABSENT: 0



First Reading: 10.12.20  
Public Reading: 10.26.20  
Second Reading: 10.26.20  
Effective Date: 10.27.20

Reviewed and approved as to form:

Rob Dumouchel

Rob Dumouchel, City Manager

Date: 29 Oct 20

Michel Gatti

Michel Gatti, City Attorney

Date: 11/11/2020



# City of Homer

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

## Public Works

3575 Heath Street  
Homer, AK 99603

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

(p) 907-235-3170

(f) 907-235-3145

## Memorandum 20-155

TO: Mayor Castner and City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, Director of Public Works  
DATE: September 24, 2020  
SUBJECT: Tasmania Court Special Assessment District

---

**Issue:** The process to form the Tasmania Court Special Assessment District to provide the neighborhood with City water was started in May 2020. The public hearing part of the process will be held September 14, 2020. Following the public hearing, the City Council will be asked to decide whether or not to proceed with the next steps towards forming the District. If the District is formed, the City will need to provide interim financing.

### **Background:**

If the Tasmania Court Water Assessment District is formed, we will, in all likelihood, seek financing from the Alaska Department of Environmental Conservation. The loan is a reimbursable arrangement; that is, we must incur the costs first, and then seek reimbursement for the documented costs. We need a way to provide interim financing, for the project costs. We propose to transfer funds from the City's HAWSP Fund to a project account. As we access loan proceeds, they will be used to repay the General Fund. Separate accounting will be put employed to administer loan repayments and assessment collection.

The total estimated project cost is \$234,105. Of this, \$175,579 would be paid by the property owners and \$58,526 would be paid by the City, probably with funding from the HAWSP Fund. This will be determined when the final assessment roll, payment schedules and other details related to the administration of the assessment district.

### **Funds are available:**

As of 3-31-20, there was a balance of \$2,437,693 in the HAWSP Fund. Since then, no expenditures have been approved from this fund. The projects recently funded for repairs to various water/sewer facilities was authorized from the Water Depreciation Fund or Sewer Depreciation Fund.

### **Action Recommended:**

- a. That the City Council pass the proposed resolution appropriating \$234,105 from the HAWSP Fund for the construction of the Tasmania Court Water Improvements.
- b. That the City Council approve the expenditure of the City's share (25%) of the project costs, from the HAWSP Fund.



**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-72**

An Ordinance of the City Council of Homer, Alaska Appropriating \$3,400 from the Land Fund to Acquire Tax Foreclosed Property from the Kenai Peninsula Borough and Retaining the Property for the Public Purpose of Determining the Special Assessment Liens and Creating a Clear Title to the Property, and Authorizing the City Manager to Negotiate and Execute the Appropriate Documents.

Sponsor: City Manager

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-209 from Deputy City Planner as backup

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

4 City Manager

5 **ORDINANCE 21-72**  
6

7  
8 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
9 APPROPRIATING \$3,400 FROM THE LAND FUND TO ACQUIRE TAX  
10 FORECLOSED PROPERTY FROM THE KENAI PENINSULA  
11 BOROUGH, AND RETAINING THE PROPERTY FOR THE PUBLIC  
12 PURPOSE OF DETERMINING THE SPECIAL ASSESSMENT LEINS  
13 AND CREATING A CLEAR TITLE TO THE PROPERTY, AND  
14 AUTHORIZING THE CITY MANAGER TO EXECUTE THE  
15 APPROPRIATE DOCUMENTS.  
16

17 WHEREAS, The Kenai Peninsula Borough has tax foreclosed on tax parcel 17909003,  
18 4833 Kachemak Drive, T6S R13W Sec 14 Seward Meridian HM 0630311 Subdivision of Lot 27 &  
19 28 Sec 14 T6S R13W Lot 28A, and tax parcel 17909004, 4819 Kachemak Drive, T6S R13W Sec 14  
20 Seward Meridian HM 0630311 Subdivision of Lot 27 & 28 Sec 14 T6S R13W Lot 28D; and  
21

22 WHEREAS, These lots have total special assessment liens of approximately \$73,000 for  
23 water, waste water and natural gas; and  
24

25 WHEREAS, The outstanding \$73,000 in special assessments liens is a significant amount  
26 and of important to tax payers; and  
27

28 WHEREAS, If the City wishes to recoup any of the assessment district liens, the City must  
29 clarify the process and potentially pursue legal action;  
30

31 WHEREAS, Retaining these lots to secure payment of these liens is a legitimate public  
32 purpose for Homer tax payers; and  
33

34 WHEREAS, The City is able to acquire these lots for \$3,400 if paid by January 15, 2022;  
35 and

36 WHEREAS, Per HCC 18.06.042 (b) until the special assessment issue is resolved the City  
37 will hold these lands with a designation of 'unclassified'.  
38

39 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
40

41 Section 1. The FY 22/23 budget is hereby amended by appropriating funds from the

42 Land Fund account in the amount of \$3,400 for the purpose of purchasing tax foreclosure  
43 property as follows:

44

45 Expenditure:

46 <u>Account No.</u>	<u>Description</u>	<u>Amount</u>
47 150-0392	Land Fund	\$3,400

48

49 Section 2. Per HCC 18.06.042 (b) this property is designated as “undesigned.”

50

51 Section 3. The City Manager is authorized to sign the appropriate documents for the  
52 acquisition of parcel 17909003, 4833 Kachemak Drive, T6S R13W Sec 14 Seward Meridian HM  
53 0630311 Subdivision of Lot 27 & 28 Sec 14 T6S R13W Lot 28A, and tax parcel 17909004, 4819  
54 Kachemak Drive, T6S R13W Sec 14 Seward Meridian HM 0630311 Subdivision of Lot 27 & 28 Sec  
55 14 T6S R13W Lot 28D.

56

57 Section 4. This is a budget amendment ordinance, is temporary in nature, and shall  
58 not be codified.

59

60

61 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA this \_\_\_\_ day of \_\_\_\_\_, 2021.

62

63

CITY OF HOMER

64

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\_\_\_\_\_  
KEN CASTNER, MAYOR

66

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68

69 ATTEST:

70

71

72 \_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

73

74

75 YES:

76 NO:

77 ABSTAIN:

78 ABSENT:

79

80 First Reading:

81 Public Hearing:

82 Second Reading:

83 Effective Date:



## Memorandum 21-209

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Julie Engebretsen, Deputy City Planner & Special Projects Coordinator  
DATE: December 2, 2021  
SUBJECT: Ordinance 21-72 Kachemak Drive Lots

---

### **Background**

Council may recall that the Borough has two tax foreclosure properties on Kachemak Drive. In August, Council had the opportunity to retain the lands for a public purpose. The two properties available to the city had combined special assessments of nearly \$73,000, and the Council determined the City did not wish to retain the lots.

Staff was again contacted in October by the Borough, to double check that the city understood that due to the foreclosure process, **all** assessments would be voided. The city would never receive any payments, because the foreclosure process 'wipes clean' any liens against the property. The combined water, sewer and natural gas assessments are nearly \$73,000 total for the two lots. At this point, staff contacted the City Attorney on what options the City had, and Council requested more information on how tax foreclosures affected city special assessments. A missing piece of information was the Borough was making a final decision about what lots to sell via outcry auction, in December. (Scheduled for December 4<sup>th</sup>).

Working with the City Attorney and KPB staff, it became clear that the City does have some recourse to recoup the \$73,000 in assessments, but some time is needed to clear up the process and any legal proceedings. Understandably, the Borough was concerned with selling lands that may have significant assessments, without being able to clearly disclose them to a buyer. The Borough determined that they could pull the lots from the outcry auction, if the City requested conveyance. The outcry auction was scheduled prior to the next Council meeting, so the administration determined that requesting conveyance gave the city the greatest opportunity to collect payment for the liens, with the least amount of legal cost.

Staff understand this Council does not wish to own these properties long term. Ownership of these lands at this time gives the City the most options to address the special assessments.

### **Requested Actions**

1. Authorize up to \$6,400 for payment of back taxes to the Kenai Peninsula Borough
2. Retain these lots for the public purpose of addressing the special assessment liens
3. Classify the lots as 'undesigned.'

**Area Map:**

Legal Descriptions:

17909003

T 6S R 13W SEC 14 SEWARD MERIDIAN HM 0630311 SUBDIVISION OF LOT 27 & 28 SEC 14 T6S R13W LOT 28A

17909004

T 6S R 13W SEC 14 SEWARD MERIDIAN HM 0630311 SUBDIVISION OF LOT 27 & 28 SEC 14 T6S R13W LOT 28D





**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-73**

An Ordinance of the City Council of Homer, Alaska Accepting a Healthy and Equitable Community Grant from the State of Alaska Department of Health and Social Services (DHSS) and Authorizing the City Manager to Negotiate and Execute and a Memorandum of Agreement with DHSS and a Sub-Grant Award of the Funds to South Peninsula Hospital to help Maintain Free Community Access to COVID-19 Testing and Vaccines and to Initiate a Community Health Needs Assessment.

Sponsor: City Manager

1. City Council Regular Meeting December 13, 2021 Introduction

Memorandum 21-210 from Public Works Director as backup

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**ORDINANCE 21-73**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING A HEALTHY AND EQUITABLE COMMUNITY GRANT FROM THE STATE OF ALASKA DEPARTMENT OF HEALTH AND SOCIAL SERVICES (DHSS) AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF AGREEMENT WITH DHSS AND A SUB-GRANT AWARD OF THE FUNDS TO SOUTH PENINSULA HOSPITAL TO HELP MAINTAIN FREE COMMUNITY ACCESS TO COVID-19 TESTING AND VACCINES AND TO INITIATE A COMMUNITY HEALTH NEEDS ASSESSMENT.

WHEREAS, In support of efforts statewide to create and sustain healthy and equitable communities, particularly for populations disproportionately impacted by COVID-19, the State of Alaska Department of Health and Social Services (DHSS) made Healthy and Equitable Community grant funding available to local units of government; and

WHEREAS, The City, in partnership with South Peninsula Hospital submitted, a request for Homer's \$33,639.28 allotment of Healthy and Equitable Grant funds to begin a Community Health Needs assessment, and

WHEREAS, The City, in partnership with South Peninsula Hospital also requested \$67,897.40 in grant funds which was allotted to the Kenai Peninsula Borough and which the Borough dedicated to South Peninsula Hospital to help maintain free community access to COVID-19 testing and vaccines through its Testing and Vaccine Clinic on Bartlett Street; and

WHEREAS, The City is pleased to have been awarded \$101,536.68 through a Memorandum of Agreement (MOA) with DHSS to support these activities; and

WHEREAS, The City plans to enter into a sub-grant award agreement with South Peninsula Hospital to execute the grant activities; and

WHEREAS, An MOA between the City and DHSS is in the best interest of public health and safety in that it supports

- continued equitable access to COVID-19 testing and vaccines, and

- a community health assessment, the results of which will identify community-driven strategies to improve health and which will help inform current and future pandemic responses.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby authorizes the City Manager to negotiate and execute a Memorandum of Agreement with the State of Alaska DHSS to accept the Healthy and Equitable Community Grant funds , a copy of which is attached and incorporated herein; and

Section 2. The Homer City Council hereby appropriates the DHSS Healthy and Equitable Community grant funding in the amount of \$101,536.68 for the purpose outlined in the MOA:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	DHSS Healthy and Equitable Community Grant	\$101,536.68

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	DHSS Healthy and Equitable Community Grant	\$101,536.68

Section 3. This is a budget amendment ordinance, is temporary in nature, and shall not be codified.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 10th day of January, 2022.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

82

- 83 Introduction:
- 84 Public Hearing:
- 85 Second Reading:
- 86 Effective Date:



# City of Homer

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

## Office of the City Manager

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## Memorandum 21-210

TO: Mayor Castner and Homer City Council  
FROM: Jenny Carroll, Special Projects & Communications Coordinator  
THROUGH: Rob Dumouchel, City Manager  
DATE: December 3, 2021  
SUBJECT: DHSS Healthy Equitable Communities Grant Award

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The State of Alaska, Department of Health and Social Services, Division of Public Health (DHSS) is providing grant funding to Alaskan local governments in support of activities that promote and sustain healthy and equitable communities throughout Alaska particularly in light of the impacts of COVID-19.

The City of Homer is a first class city without general health authorities. South Peninsula Hospital (SPH) is a corporation providing comprehensive health services to residents of the southern Kenai Peninsula. The City and SPH desire to cooperate to utilize \$101,536.68 in grant funds to promote community health. The \$101,536.68 award represents City of Homer's \$33,639.28 per capita allotment and a share of the Kenai Peninsula Borough's per capita allotment (\$67,897.40) that they dedicated to SPH.

The KPB funds will help sustain operations at SPH's COVID-19 Test & Vaccine Clinic so that the community has continued free access to testing, vaccination and information services regardless of ability to pay. Homer-allotted funds will support a Community Health Needs Assessment to quantify the impacts of COVID-19. The assessment will help health professionals and service providers better understand the pandemic's varied impacts and set the foundation for improved health outcomes in future responses.

Ordinance 21-73 accepts and appropriates these grant funds and authorizes the City Manager to execute a Memorandum of Agreement (MOA) between the City of Homer and DHSS that governs the use of the funds during the first year of what is expected to be an annually renewing grant funding cycle ending June 30, 2024.

Ordinance 21-73 additionally authorizes the City Manager negotiate and enter into a Subgrant Agreement with SPH upon acceptance of the Healthy Equitable Communities award. As a subrecipient, SPH will implement the activities and strategies described in the MOA's scope of work, provide invoices for the costs of eligible activities for State grant reimbursement and provide a grant close-out report. The City will provide high-level administrative oversight and coordinate with SPH



and DHSS for grant reporting. Under terms of the MOA, the City will receive 10% of the grant amount to cover administrative costs.

**RECOMMENDATION**

Appropriate DHSS Healthy and Equitable Community grant funds, authorize the City Manager to negotiate and execute the Memorandum of Agreement between the City of Homer and DHSS and a Sub-grant agreement with South Peninsula Hospital.

**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 21-083**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA, ESTABLISHING THE 2022 REGULAR MEETING SCHEDULE FOR CITY COUNCIL, ECONOMIC DEVELOPMENT ADVISORY COMMISSION, LIBRARY ADVISORY BOARD, PARKS ART RECREATION AND CULTURE ADVISORY COMMISSION, PLANNING COMMISSION, PORT AND HARBOR ADVISORY COMMISSION, AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE COMMITTEE.

WHEREAS, Pursuant to Homer City Code (HCC) Section 1.14.020, the City Council annually sets the schedule for regular and some special meetings, noting the dates, times and places of the City Council, Planning Commission, Advisory Commissions and Boards, and Standing Committee meetings; and

WHEREAS, The public is informed of such meetings through notices located at the City Clerk's Office, Clerk's Calendar on KBBI, the City Clerk's Website, and postings at the Public Library; and

WHEREAS, HCC 1.14.020 - 040 states that meetings may be advertised in a local paper of general circulation at least three days before the date of the meeting and that special meetings should be advertised in the same manner or may be broadcast by local radio at least twice a day for three consecutive days or two consecutive days before the day of the meeting plus the day of the meeting; and

WHEREAS, HCC 1.14.010 notes that the notice of meetings applies to the City Council and all commissions, boards, committees, subcommittees, task forces and any sub-unit of the foregoing public bodies of the City, whether meeting in a formal or informal meeting; that the failure to give the notice provided for under this chapter does not invalidate or otherwise affect any action or decision of a public body of the City; however, this sentence does not change the consequences of failing to give the minimum notice required under State Statute; that notice will ordinarily be given by the City Clerk; and that the presiding officer or the person or persons calling a meeting are responsible for notifying the City Clerk of meetings in sufficient time for the Clerk to publish notice in a newspaper of general circulation in the City; and

WHEREAS, This Resolution does not preclude additional meetings such as emergency meetings, special meetings, worksessions, and the like; and

42 WHEREAS, Council adopted Resolution 06-144 on October 9, 2006 establishing the  
 43 Regular Meeting site for all bodies to be the City Hall Cowles Council Chambers.  
 44

45 NOW, THEREFORE, BE IT RESOLVED by the Homer City Council, that the 2022 meeting  
 46 schedule is established for the City Council, Economic Development Advisory Commission,  
 47 Library Advisory Board, Parks Art Recreation and Culture Advisory Commission, Planning  
 48 Commission, Port and Harbor Advisory Commission, and the American with Disabilities Act  
 49 (ADA) Compliance Committee of the City of Homer, Alaska, as follows:  
 50

51 HOLIDAYS – City Offices closed:

January 1, New Year's Day, Friday*	February 21, Presidents' Day, third Monday	March 28, Seward's Day, last Monday	May 30, Memorial Day, last Monday	July 4, Independence Day, Monday	September 5, Labor Day, first Monday
October 18, Alaska Day, Tuesday	November 11, Veterans Day, Friday	November 24 Thanksgiving Day, Thursday	November 25, Friday, the day after Thanksgiving	December 25, Christmas, Monday*	

52 \*If a holiday is on a Sunday, the following Monday is observed as the legal holiday; if on a  
 53 Saturday, the preceding Friday is observed as the legal holiday pursuant to the City of Homer  
 54 Personnel Rules and Regulations.  
 55

56 CITY COUNCIL (CC)

January 10, 24	February 14, 28	March 14, 29*	April 11, 25	May 9, 23	June 13, 27
July 25**	August 8, 22	September 12, 26	October 4 Election	October 10, 24 Oath of Office October 10	Canvass Board October 7
November 1 Runoff Election	November 28**	December 12***	December 19*** if needed		

57 \*Second meeting in March will be held on a Tuesday due to Seward's Day

58 \*\*There will be no First Regular Meeting in July or November.

59 \*\*\* The City Council traditionally cancels the last regular meeting in December and holds the  
 60 first regular meeting and one to two Special Meetings as needed; the second Special Meeting  
 61 the third week of December will not be held.  
 62

63 City Council's Regular Committee of the Whole Meetings at 5:00 p.m. to no later than 5:50 p.m.  
 64 prior to every Regular Meeting which are held the second and fourth Monday of each month at  
 65 6:00 p.m. Council will not conduct a First Regular Meeting in July or November.

66

67 ECONOMIC DEVELOPMENT ADVISORY COMMISSION (EDC)

January 11	February 8	March 8	April 12	May 10	June 14
July 12	August 9	September 13	October 11	November 8	December 13

68

69 Economic Development Advisory Commission Regular Meetings are held on the second  
 70 Tuesday of each month at 6:00 p.m.

71

72 LIBRARY ADVISORY BOARD (LAB)

January 18	February 15	March 15	April 19	May 17	
	August 16	September 20	October 17*	November 15	December 20

73 \*The October meeting will be held on a Monday due to Alaska Day.

74

75 Library Advisory Board Regular Meetings are held on the third Tuesday of January through May  
 76 and August through December at 5:30 p.m.

77

78 PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION (PARC)

	February 17	March 17	April 21	May 19	June 16
	August 18	September 15	October 20	November 17	

79

80 Parks, Art, Recreation and Culture Advisory Commission Regular Meetings are held on the third  
 81 Thursday February through June and August through November at 5:30 p.m.

82

83 PLANNING COMMISSION (PC)

January 5, 19	February 2, 16	March 2, 16	April 6, 20	May 4, 18	June 1, 15
July 20*	August 3, 17	September 7, 21	October 5, 19	November 2*	December 7*

84 \*There will be no First Regular Meeting in July or Second Regular Meetings in November and  
 85 December.

86

87 Planning Commission Regular Meetings are held on the first and third Wednesday of each  
 88 month at 6:30 p.m.

89

90 PORT AND HARBOR ADVISORY COMMISSION (PHC)

January 26	February 23	March 23	April 27	May 25	June 22
July 27	August 24	September 28	October 26		December 14

91

92 Port and Harbor Advisory Commission Regular Meetings are held on the fourth Wednesday of  
93 January, February, March, April, September, and October at 5:00 p.m.; the fourth Wednesday  
94 of May, June, July, and August at 6:00 p.m.; and the second Wednesday of December at 5:00  
95 p.m.

96

97 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE COMMITTEE (ADA)

	February 10		April 14	May 12	June 9
July 14			October 13	November 10	

98

99 The Americans with Disabilities Act (ADA) Compliance Committee are held on the second  
100 Thursday in the months of February, April, May, June, July, October, November, and may call  
101 additional meetings as needed.

102

103 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

104

105

CITY OF HOMER

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\_\_\_\_\_  
KEN CASTNER, MAYOR

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111 ATTEST:

112

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114

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

116

117 Fiscal Impact: Advertising of meetings in regular weekly meeting ad and advertising of any  
118 additional meetings.





# City of Homer

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## Memorandum 21-211

TO: MAYOR CASTNER AND CITY COUNCIL

FROM: RACHEL TUSSEY, CMC, DEPUTY CITY CLERK

DATE: DECEMBER 7, 2021

SUBJECT: 2022 MEETING SCHEDULE FOR CITY COUNCIL & ADVISORY BODIES

The following advisory bodies reviewed, discussed, and approved their 2022 regular meeting schedules as provided in Resolution 21-xxx:

- Parks, Art, Recreation and Culture Advisory Commission – Approved at their October 21, 2021 Regular Meeting under New Business with no amendments.
- Port and Harbor Advisory Commission – Approved under New Business at their October 27, 2021 Regular Meeting with no amendments.
- Library Advisory Board – Approved under New Business at their November 2, 2021 Regular Meeting with no amendments.
- Planning Commission – Approved under New Business at their November 3, 2021 Regular Meeting with no amendments.
- Economic Development Advisory Commission – Approved under New Business at their November 9, 2021 Regular Meeting
- ADA Compliance Committee – Approved as Amended under New Business at their November 10, 2021 Regular Meeting – Added additional meeting in February to review progress on parks, trails and campgrounds ADA transition plan.

### RECOMMENDATION

Adopt Resolution 21-083 establishing the 2022 regular meeting schedule for City Council, the Economic Development Advisory Commission, Library Advisory Board, Parks Art Recreation and Culture Advisory Commission, Planning Commission, Port and Harbor Advisory Commission, and ADA Compliance Committee.

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

3 City Clerk/Economic Development  
4 Advisory Commission

5 **RESOLUTION 21-084**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE ECONOMIC DEVELOPMENT ADVISORY  
9 COMMISSION BYLAWS REGARDING TELECONFERENCING,  
10 ATTENDANCE, VACANCIES, CITY STAFF ROLES, AND RULES OF  
11 ORDER FOR BOARDS AND COMMISSIONS BY AMENDING ARTICLES  
12 TITLED NAME AND AUTHORIZATION, MEMBERSHIP, MEETINGS,  
13 BYLAW AMENDMENTS; ADDING ARTICLES TITLED CITY STAFF  
14 ROLES AND GENERAL OPERATING PROCEDURES; AND REMOVING  
15 THE ARTICLE TITLED TELECONFERENCING.  
16

17 WHEREAS, Ordinance 21-50(S)(A) amending City Code regarding teleconferencing,  
18 attendance, vacancies, City staff roles, and rules of order for boards and commissions was  
19 adopted by City Council September 13, 2021; and  
20

21 WHEREAS, With City Code amended, the City Clerk's Office revised the EDC bylaws to  
22 incorporate new and existing City Code, ensure that the layout and contents are consistent  
23 with Robert's Rules of Order, and include any other revisions needed for clarity; and  
24

25 WHEREAS, Article I – Name and Authorization is amended to include the bylaw adoption  
26 date and that the bylaws will govern the procedures of the EDC; and  
27

28 WHEREAS, Article III – Members is amended to address what happens at the expiration  
29 of a commissioner's term, term limits, alternates, what happens if a seat is vacated during an  
30 unfinished term, and what constitutes a vacancy; and  
31

32 WHEREAS, Article V – City Staff Roles is added to provide information on the duties of  
33 the staff liaison and recording clerk; and  
34

35 WHEREAS, Article VI – Meetings is amended for better organization of existing sections,  
36 revisions to the sample agenda, and to address attendance and teleconferencing; and  
37

38 WHEREAS, Article VII – General Operating Procedures is added for better organization  
39 of existing sections, to clarify what policies and bodies of rules the commission abides by, and  
40 address voting rules and commission training; and  
41

42 WHEREAS, Article IX – Bylaw Amendments is amended for better organization of  
43 existing sections; and

44  
45 WHEREAS, The article titled Teleconferencing is removed since teleconference  
46 participation is now referenced in Article VI – Meetings and defined under HCC 2.58.060; and  
47

48 WHEREAS, The Economic Development Advisory Commission introduced the  
49 amendments at their October 12, 2021 regular meeting and approved the amendments at a  
50 second meeting on November 9, 2021, in accordance with their bylaws.

51  
52 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the  
53 Economic Development Advisory Commission Bylaws regarding teleconferencing, attendance,  
54 vacancies, city staff roles, and rules of order for boards and commissions by amending articles  
55 titled Name and Authorization, Membership, Meetings, Bylaw Amendments; adding articles  
56 titled City Staff Roles and General Operating Procedures; and removing the article titled  
57 Teleconferencing.

58  
59 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

60  
61 CITY OF HOMER

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63  
64  
65 \_\_\_\_\_  
66 KEN CASTNER, MAYOR

67 ATTEST:  
68  
69  
70 \_\_\_\_\_  
71 MELISSA JACOBSEN, MMC, CITY CLERK

72  
73 Fiscal note: N/A



# City of Homer

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## Memorandum 21-212

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: ECONOMIC DEVELOPMENT ADVISORY COMMISSION

THRU: RACHEL TUSSEY, CMC, DEPUTY CITY CLERK II

DATE: NOVEMBER 16, 2021

SUBJECT: EDC BYLAW AMENDMENTS

---

At the Economic Development Advisory Commission's August 31<sup>st</sup> worksession, the commission reviewed and made comments on a draft ordinance that would amend City Code regarding teleconferencing, attendance, vacancies, City staff roles, and rules of order for boards and commissions. Those amendments, including the feedback received from all the advisory bodies, were adopted by City Council via Ordinance 21-50(S)(A) at their September 13<sup>th</sup> regular meeting. Now that HCC has been amended, the next step is to revise the commission's bylaws so they do not conflict with code.

The EDC introduced and discussed the attached draft bylaws at their October 12<sup>th</sup> regular meeting, and held a second reading and review at their November 9<sup>th</sup> regular meeting. The draft bylaws that are attached incorporate new and existing City Code, ensure that the layout/contents are consistent with Robert's Rules of Order, and include any organizational edits proposed by the Clerk's Office.

The draft bylaws were approved by the commission unanimously with no further discussion at their November 9, 2021 meeting.

### RECOMMENDATION

Adopt the amended Economic Development Advisory Commission Bylaws.

Attached: DRAFT EDC Bylaws  
Current EDC Bylaws – Adopted September 28, 2020

**CITY OF HOMER ECONOMIC DEVELOPMENT ADVISORY COMMISSION  
BYLAWS**

**ARTICLE I - NAME AND AUTHORIZATION**

The Economic Development Advisory Commission was established October 25, 1993 with the adoption of Ordinance 93-15(S)(A). The Commission was inactivated on January 24, 2000 and reactivated February 27, 2006 by Resolution 06-20. The following bylaws were adopted on \_\_\_\_\_, 2021 and shall be in effect and govern the procedures of the Economic Development Advisory Commission.

**ARTICLE II - PURPOSE**

The Economic Development Advisory Commission will act in an advisory capacity to the City Manager and the City Council on the overall economic development planning for the City of Homer in accordance with Homer City Code Chapter 2.76.040.

**ARTICLE III - MEMBERSHIP**

Section 1. The Commission shall consist of seven members comprised of at least five (5) members that reside inside city limits and shall be registered voters in the Kenai Peninsula Borough or the City of Homer. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on April 1<sup>st</sup> of designated years.

Section 2. Notice of term expirations will be delivered to members by the City Clerk's Office. Members wishing to continue services upon the completion of a three-year term must submit a reappointment application to the City Clerk's Office, which is subject to review by the Mayor and confirmed by City Council. There are no limits on the number of terms a member may serve.

Section 3. Members may not have alternates. If a position is vacated during a term, it shall be filled for the unexpired term by an appointee selected by the Mayor and confirmed by City Council.

Section 4. A member's appointment is vacated under the following conditions:

- A member fails to qualify to take office within 30 days after their appointment;
- A member resigns;
- A member is physically or mentally unable to perform the duties of the office;
- A member is convicted of a felony or of an offense involving a violation of their oath of office; or
- A member has three consecutive unexcused absences, or misses half of all meetings within an appointment year, whether excused or unexcused.

Section 5. The Mayor may appoint, subject to confirmation by the City Council, one City Council member and one Homer area high school Student Representative to serve as consulting, non-voting members. The Mayor, the City Manager, a representative of the Homer Marine Trades Association, and the Director of the Homer Chamber of Commerce shall serve as non-voting, consulting members.

**ARTICLE IV - OFFICERS**

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed commissioners at the regular April meeting of the Commission.

Section 2. Officers shall serve a term of one year from the April meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Commission, authorize calls for any special meetings, execute all documents authorized by the Commission, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

#### **ARTICLE V – CITY STAFF ROLES**

Section 1. The Deputy City Planner shall serve as a staff liaison to the commission. The staff liaison shall assist the Chairperson in setting meetings, preparing agendas, and other documentary material, and coordinating the acquisition of needed materials and training. The staff liaison shall submit reports and recommendations for those agenda items requiring decisions or recommendations by the Commission. Other staff having experience, education, and professional training in the subject matter may provide input into the reports and recommendations, or may provide supplemental information. The information submitted may be oral, written or graphic, or some combination of all.

Section 2. The City Clerk shall designate a recording clerk to take minutes for the Commission and serve as the Commission’s parliamentary advisory pursuant to AS 29.20.380(10) and HCC 2.12.010, and assist the Chairperson with the conduct of the meeting.

#### **ARTICLE VI – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the second Tuesday of each month at 6:00 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Special meetings and Worksessions may be called by the Staff Liaison, Chair, or a majority of the Commission. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 3. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, consulting members shall not be counted. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only.

Section 4. Any member who is unable to attend a meeting, whether regular or special, shall contact the Clerk in advance no later than two hours prior to the scheduled meeting time for excusal.

Section 5. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.



Section 6. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

CITY LOGO	NOTICE OF MEETING	DEPT. CONTACT INFO
	REGULAR MEETING AGENDA	(City Clerk’s Office)
	NAME OF BODY	
	DAY OF WEEK, DATE, AND TIME OF MEETING	
	PHYSICAL LOCATION OF MEETING & MEETING ROOM	

1. CALL TO ORDER
2. AGENDA APPROVAL
3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA
6. VISITORS/PRESENTATIONS (Chair set time limit not to exceed 20 minutes. Public may not comment on the visitor or the visitor's topic until audience comments. No action may be taken at this time.)
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS
8. PUBLIC HEARING (3 minute time limit)
9. PENDING BUSINESS
10. NEW BUSINESS
11. INFORMATIONAL MATERIALS (No action may be taken on these matters, for discussion only.)
12. COMMENTS OF THE AUDIENCE (3 minute time limit)
13. COMMENTS OF THE CITY STAFF
14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
15. COMMENTS OF THE COMMISSION (includes Comments of the Chair since they are part of the commission.)
16. ADJOURNMENT Next regular meeting is scheduled for \_\_\_\_\_. (Note any other worksessions, special meetings, committee meetings etc.) All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (The meeting may be scheduled for the Conference Room or virtually.)

Section 7. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chairperson’s discretion or by a majority vote of the members in attendance.

Section 8. Recorded minutes shall be made available by the City Clerk’s Office to the Commission prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 9. Teleconference participation is allowed per the rules and limitations set forth in Homer City Code 2.58.060.

**ARTICLE VII – GENERAL OPERATING PROCEDURES**

Section 1. The Commission shall abide by the current edition of Robert’s Rules of Order insofar as it is consistent with the Commission’s bylaws, other provisions of Homer City Code, or standing rules. In all other cases, bylaws, the code, or the standing rule shall prevail. This includes, but is not limited to, HCC

1.18 Conflicts of Interest, Partiality, and Code of Ethics; HCC 2.58 Boards and Commissions; HCC 2.76 Economic Development Advisory Commission; and the Open Meetings Act – AS 44.62.310-312.

Section 2. Each member, including the Chairperson, shall vote, and shall not abstain from voting, unless such member claims a conflict of interest, or has an excused absence, in which event the member shall be excused from voting. The member shall then state for the record the basis for the abstention. Four affirmative votes are required to pass a motion. Voting will be by a roll call vote, the order to be rotated; or by unanimous consent if no objection is expressed. Voting by proxy or absentee is prohibited.

Section 3. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Commission shall be present, and two-thirds of those present shall so approve.

Section 4. Training sessions developed or arranged by the City Clerk and approved by the City Manager shall be mandatory unless a member's absence is excused by the Chairperson. The City Manager and/or City Clerk, in their discretion and in consultation with the City Attorney as needed, may develop model procedures to be used as a guide for the Commission.

#### **ARTICLE VIII - COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Commission will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Commission.

Section 2. All committees shall make a progress report to the Commission at each of the Commission's regular meetings.

#### **ARTICLE IX - BYLAW AMENDMENTS**

The Bylaws may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Commission meeting.

**CITY OF HOMER ECONOMIC DEVELOPMENT ADVISORY COMMISSION  
BYLAWS**

**ARTICLE I - NAME AND AUTHORIZATION**

The Economic Development Advisory Commission was established October 25, 1993 with the adoption of via Ordinance 93-15(S)(A). The Commission was inactivated on January 24, 2000 and reactivated February 27, 2006 by Resolution 06-20.

**ARTICLE II – OBJECT**

The Economic Development Advisory Commission will act in an advisory capacity to the City Manager and the City Council on the overall economic development planning for the City of Homer in accordance with Homer City Code Chapter 2.76.

**ARTICLE III - MEMBERS**

Section 1. The Commission shall consist of seven members comprised of at least five (5) members that reside inside city limits and shall be registered voters in the Kenai Peninsula Borough or the City of Homer. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on April 1<sup>st</sup> of designated years.

Section 2. One City Council member and one Homer area high school Student Representative may be appointed by the Mayor, subject to confirmation by the City Council, as consulting, non-voting members.

Section 3. The Mayor, City Manager, City Planner, and/or the Director of the Homer Chamber of Commerce and a representative from the Homer Marine Trades Association may serve as non-voting, consulting members of the Commission.

Section 4. A commission appointment is vacated under the following conditions and upon the declaration of vacancy by the Commission. The Commission shall declare a vacancy when the person appointed:

- Fails to qualify to take office within 30 days after their appointment;
- Resigns and the resignation is accepted;
- Is physically or mentally unable to perform the duties of their office;
- Misses two (2) consecutive regular meetings unless excused;
- Is convicted of a felony.

Section 5. Honorary members of the Commission may be appointed by the Mayor, subject to confirmation by the City Council. Honorary members may participate in the deliberations of the Commission, but may not vote nor shall they be counted in determining the quorum of Commissioners.

**ARTICLE IV - OFFICERS**

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed commissioners at the regular April meeting of the Commission.

Section 2. Officers shall serve a term of one year from the April meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Commission, authorize calls for any special meetings, execute all documents authorized by the Commission, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

## **ARTICLE V – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the second Tuesday of each month at 6:00 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 3. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

NAME OF BODY	DATE OF MEETING
PHYSICAL LOCATION OF MEETING	DAY OF WEEK AND TIME OF MEETING
HOMER, ALASKA	MEETING ROOM

### NOTICE OF MEETING REGULAR MEETING AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA
6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PLAT CONSIDERATION (Planning Commission only)
10. PENDING BUSINESS or COMMISSION BUSINESS
11. NEW BUSINESS or COMMISSION BUSINESS
12. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY).
13. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
14. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
15. COMMENTS OF THE COUNCILMEMBER (If one is assigned)

16. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)

17. COMMENTS OF THE COMMISSION

18. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR \_\_\_\_\_ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, clerk@ci.homer.ak.us, 235-3130.

Section 4. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chair's discretion or by a majority vote of the members in attendance.

Section 5. Special Meetings and Worksessions may be called by the Special Projects and Communications Coordinator, Chair, or a majority of the Commission. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 6. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, honorary members shall not be counted.

Section 7. Four affirmative votes are required to approve any action before the Commission and shall constitute the meaning of "majority vote". The Chairperson may vote upon, and may move or second a proposal before the Commission.

Section 8. Recorded minutes shall be made available by the City Clerk's Office to the Commission prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 9. The Commission shall abide by existing Alaska State Law, Borough Code of Ordinance, where applicable, and Homer City Code, as well as Robert's Rules of Order, current edition, in so far as this treatise is consistent with Homer City Code.

## **ARTICLE VI - COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Commission will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Commission.

Section 2. All committees shall make a progress report to the Commission at each of the Commission's regular meetings.

## **ARTICLE VII - BYLAW AMENDMENTS**

Section 1. The Bylaws may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Commission meeting.

Section 2. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Commission shall be present, and two-thirds of those present shall so approve.

## **ARTICLE VIII – TELECONFERENCING**

Section 1. Teleconference meetings:

- a) The preferred procedure for a Commission meeting is that all members be physically present at the designated time and location for the meeting. However, physical presence may be waived and a member may participate in a meeting by Teleconference. This allowance is limited to two (2) meetings per year.
- b) There must be a quorum of four members physically present in addition to the telephonic member.
- c) A Commissioner participating by teleconference shall be deemed to be present at the meeting for all purposes.
- d) In the event the Chair participates telephonically, the Vice-Chair shall run the meeting.

Section 2. Teleconference procedures:

- e) A Commissioner who cannot be physically present for a regularly scheduled meeting shall notify the Clerk at least five days prior to the scheduled meeting time of their intent to participate telephonically.
- f) The Clerk shall notify the other Commissioners of the Commissioner's intent to participate by teleconference three days prior to the scheduled meeting time.
- g) The means used to facilitate a teleconference meeting must enable each Commissioner participate telephonically to clearly hear, and be heard by, all other Commissioners, and members of the public.
- h) The Clerk shall note in the attendance record all Commissioners participating telephonically.



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

3 City Clerk/Library  
4 Advisory Board

5 **RESOLUTION 21-085**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE LIBRARY ADVISORY BOARD BYLAWS REGARDING  
9 MEETING SCHEDULE, MEMBERSHIP, TELECONFERENCING,  
10 ATTENDANCE, VACANCIES, CITY STAFF ROLES, AND RULES OF  
11 ORDER FOR BOARDS AND COMMISSIONS BY AMENDING ARTICLES  
12 TITLED MEMBERSHIP, MEETINGS, BYLAW AMENDMENTS; ADDING  
13 ARTICLES TITLED CITY STAFF ROLES AND GENERAL OPERATING  
14 PROCEDURES; AND REMOVING THE ARTICLE TITLED  
15 TELECONFERENCING.  
16

17 WHEREAS, Ordinance 21-50(S)(A) amending City Code regarding teleconferencing,  
18 attendance, vacancies, City staff roles, and rules of order for boards and commissions was  
19 adopted by City Council September 13, 2021; and  
20

21 WHEREAS, With City Code amended, the City Clerk's Office revised the LAB bylaws to  
22 incorporate new and existing City Code, ensure that the layout and contents are consistent  
23 with Robert's Rules of Order, and include any other revisions needed for clarity or  
24 recommended by staff or the board; and  
25

26 WHEREAS, Article III – Members is amended to address what happens at the expiration  
27 of a commissioner's term, term limits, alternates, what happens if a seat is vacated during an  
28 unfinished term, what constitutes a vacancy, and removing the student representative's  
29 school year term from September through May; and  
30

31 WHEREAS, Article V – City Staff Roles is added to provide information on the duties of  
32 the staff liaison and recording clerk; and  
33

34 WHEREAS, Article VI – Meetings is amended for better organization of existing sections,  
35 to change the official regular meeting date to the third Tuesday of the month and add January  
36 to the regular meeting schedule, remove sections regarding calendar items that are likely to  
37 change frequently, make revisions to the sample agenda, and to address attendance and  
38 teleconferencing; and  
39

40 WHEREAS, Article VII – General Operating Procedures is added for better organization  
41 of existing sections, to clarify what policies and bodies of rules the board abides by, and  
42 address voting rules and board training; and

43  
44 WHEREAS, Article IX – Bylaw Amendments is amended for better organization of  
45 existing sections; and

46  
47 WHEREAS, The article titled Teleconferencing is removed since teleconference  
48 participation is now referenced in Article VI – Meetings and defined under HCC 2.58.060; and

49  
50 WHEREAS, The Library Advisory Board introduced the amendments at their October 7,  
51 2021 special meeting, reviewed at their November 2, 2021 regular meeting, and approved the  
52 amendments at a third meeting on December 7, 2021, in accordance with their bylaws.

53  
54 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the  
55 Library Advisory Board Bylaws regarding meeting schedule, membership, teleconferencing,  
56 attendance, vacancies, city staff roles, and rules of order for boards and commissions by  
57 amending articles titled Membership, Meetings, Bylaw Amendments; adding articles titled City  
58 Staff Roles and General Operating Procedures; and removing the article titled  
59 Teleconferencing.

60  
61 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

62  
63 CITY OF HOMER  
64  
65  
66  
67 \_\_\_\_\_  
68 KEN CASTNER, MAYOR

69 ATTEST:  
70  
71  
72 \_\_\_\_\_  
73 MELISSA JACOBSEN, MMC, CITY CLERK

74  
75 Fiscal note: N/A



# 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 21-213

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: LIBRARY ADVISORY BOARD

THRU: RACHEL TUSSEY, CMC, DEPUTY CITY CLERK II

DATE: DECEMBER 8, 2021

SUBJECT: LAB BYLAW AMENDMENTS

---

At the Library Advisory Board's September 7<sup>th</sup> regular meeting, the board reviewed and made comments on a draft ordinance that would amend City Code regarding teleconferencing, attendance, vacancies, City staff roles, and rules of order for boards and commissions. Those amendments, including the feedback received from all the advisory bodies, were adopted by City Council via Ordinance 21-50(S)(A) at their September 13<sup>th</sup> regular meeting. Now that HCC has been amended, the next step is to revise the board's bylaws so they do not conflict with code.

The LAB introduced and discussed the attached draft bylaws at their October 7<sup>th</sup> special meeting, their November 2<sup>nd</sup> regular meeting, and held a final reading at their December 7<sup>th</sup> regular meeting. The draft bylaws that are attached:

- Incorporate new and existing City Code.
- Changes the official regular meeting date to the third Tuesday of the month and adds January to the regular meeting schedule.
- Removes sections regarding calendar items that are likely to change frequently.
- Removes the Student Representative 1-year term and leaves it open for the term to end when the student graduates/is no longer a high school student.
- Ensure that the layout/contents are consistent with Robert's Rules of Order.
- Include any organizational edits proposed by the Clerk's Office.

The draft bylaws were approved by the board unanimously with brief discussion at their December 7, 2021 regular meeting.

### RECOMMENDATION

Adopt the amended Library Advisory Board Bylaws.

Attached: DRAFT LAB Bylaws  
Current LAB Bylaws – Adopted September 23, 2019

**CITY OF HOMER LIBRARY ADVISORY BOARD  
BYLAWS**

**ARTICLE I – NAME AND AUTHORIZATION**

This organization shall be called the Library Advisory Board, established via Ordinance 80-2, existing by virtue of the provisions of Chapter 2.48 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on \_\_\_\_\_, 2021 and shall be in effect and govern the procedures of the Library Advisory Board.

**ARTICLE II – PURPOSE**

Section 1. Establish operational policies for the library program, and submit same to the City Council for approval.

Section 2. Assist the Library Director in preparation and presentation of the annual budget request to the City Council.

Section 3. Make recommendation through the City Manager to the Mayor and City Council concerning the Library and its programs.

Section 4. Solicit donations of money and/or property for the benefit of the Library.

Section 5. Represent the Library to the community.

**ARTICLE III – MEMBERSHIP**

Section 1. The Board shall consist of seven members comprised of at least five (5) members that reside inside city limits. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on April 1<sup>st</sup> of designated years.

Section 2. Notice of term expirations will be delivered to members by the City Clerk’s Office. Members wishing to continue services upon the completion of a three-year term must submit a reappointment application to the City Clerk’s Office, which is subject to review by the Mayor and confirmed by City Council. There are no limits on the number of terms a member may serve.

Section 3. Members may not have alternates. If a position is vacated during a term, it shall be filled for the unexpired term by an appointee selected by the Mayor and confirmed by City Council.

Section 4. A member’s appointment is vacated under the following conditions:

- A member fails to qualify to take office within 30 days after their appointment;
- A member resigns;
- A member is physically or mentally unable to perform the duties of the office;
- A member is convicted of a felony or of an offense involving a violation of their oath of office; or
- A member has three consecutive unexcused absences, or misses half of all meetings within an appointment year, whether excused or unexcused.

Section 5. The Mayor may appoint, subject to confirmation by the City Council, one City Council member and one Homer area high school Student Representative to serve as consulting, non-voting members. The Mayor, City Manager, and Library Director may serve as non-voting, consulting members.

#### **ARTICLE IV – OFFICERS**

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed commissioners at the regular April meeting of the Board.

Section 2. Officers shall serve a term of one year from the April meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings, execute all documents authorized by the Board, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

#### **ARTICLE V – CITY STAFF ROLES**

Section 1. The Library Director shall serve as a staff liaison to the Board. The staff liaison shall assist the Chairperson in setting meetings, preparing agendas, and other documentary material, and coordinating the acquisition of needed materials and training. The staff liaison shall submit reports and recommendations for those agenda items requiring decisions or recommendations by the Board. Other staff having experience, education, and professional training in the subject matter may provide input into the reports and recommendations, or may provide supplemental information. The information submitted may be oral, written or graphic, or some combination of all.

Section 2. The City Clerk shall designate a recording clerk to take minutes for the Board and serve as the Board's parliamentary advisory pursuant to AS 29.20.380(10) and HCC 2.12.010, and assist the Chairperson with the conduct of the meeting.

#### **ARTICLE VI – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the third Tuesday of each month, excluding June and July, at 5:30 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Special meetings and Worksessions may be called by the Library Director, Chair, or a majority of the Board. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 3. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, consulting members shall not be counted.

Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only.

Section 4. Any member who is unable to attend a meeting, whether regular or special, shall contact the Clerk in advance no later than two hours prior to the scheduled meeting time for excusal.

Section 5. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 6. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

CITY LOGO	NOTICE OF MEETING REGULAR MEETING AGENDA NAME OF BODY DAY OF WEEK, DATE, AND TIME OF MEETING PHYSICAL LOCATION OF MEETING & MEETING ROOM	DEPT. CONTACT INFO (City Clerk’s Office)
-----------	--	---

1. CALL TO ORDER
2. AGENDA APPROVAL
3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)
4. RECONSIDERATION
5. APPROVAL OF MINUTES
6. VISITORS/PRESENTATIONS (Chair set time limit not to exceed 20 minutes. Public may not comment on the visitor or the visitor's topic until audience comments. No action may be taken at this time.)
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS
8. PUBLIC HEARING (3 minute time limit)
9. PENDING BUSINESS
10. NEW BUSINESS
11. INFORMATIONAL MATERIALS (No action may be taken on these matters, for discussion only.)
12. COMMENTS OF THE AUDIENCE (3 minute time limit)
13. COMMENTS OF THE CITY STAFF
14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
15. COMMENTS OF THE BOARD (includes Comments of the Chair since they are part of the board.)
16. ADJOURNMENT Next regular meeting is scheduled for \_\_\_\_\_. (Note any other worksessions, special meetings, committee meetings etc.) All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (The meeting may be scheduled for the Conference Room or virtually.)

Section 7. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chairperson’s discretion or by a majority vote of the members in attendance.

Section 8. Recorded minutes shall be made available by the City Clerk’s Office to the Board prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.



Section 9. Teleconference participation is allowed per the rules and limitations set forth in Homer City Code 2.58.060.

#### **ARTICLE VII – GENERAL OPERATING PROCEDURES**

Section 1. The Board shall abide by the current edition of Robert’s Rules of Order insofar as it is consistent with the Board’s bylaws, other provisions of Homer City Code, or standing rules. In all other cases, bylaws, the code, or the standing rule shall prevail. This includes, but is not limited to, HCC 1.18 Conflicts of Interest, Partiality, and Code of Ethics; HCC 2.58 Boards and Commissions; HCC 2.48 Public Library; and the Open Meetings Act – AS 44.62.310-312.

Section 2. Each member, including the Chairperson, shall vote, and shall not abstain from voting, unless such member claims a conflict of interest, or has an excused absence, in which event the member shall be excused from voting. The member shall then state for the record the basis for the abstention. Four affirmative votes are required to pass a motion. Voting will be by a roll call vote, the order to be rotated; or by unanimous consent if no objection is expressed. Voting by proxy or absentee is prohibited.

Section 3. Any rule or resolution of the Board, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Board shall be present, and two thirds of those present shall so approve.

Section 4. Training sessions developed or arranged by the City Clerk and approved by the City Manager shall be mandatory unless a member’s absence is excused by the Chairperson. The City Manager and/or City Clerk, in their discretion and in consultation with the City Attorney as needed, may develop model procedures to be used as a guide for the Board.

#### **ARTICLE VIII – COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Board will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Board.

Section 2. All committees shall make a progress report to the Board at each of its meetings.

#### **ARTICLE IX – BYLAW AMENDMENTS**

The Bylaws may be amended at any meeting of the Board by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Board meeting.

**CITY OF HOMER LIBRARY ADVISORY BOARD  
BYLAWS**

**ARTICLE I - NAME AND AUTHORIZATION**

This organization shall be called the Library Advisory Board, established via Ordinance 80-2, existing by virtue of the provisions of Chapter 2.48 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on September 23, 2019 and shall be in effect and govern the procedures of the Library Advisory Board.

**ARTICLE II – PURPOSE**

Section 1. Establish operational policies for the library program, and submit same to the City Council for approval.

Section 2. Assist the Library Director in preparation and presentation of the annual budget request to the City Council.

Section 3. Make recommendation through the City Manager to the Mayor and City Council concerning the Library and its programs.

Section 4. Solicit donations of money and/or property for the benefit of the Library.

Section 5. Represent the Library to the community.

**ARTICLE III – MEMBERS**

Section 1. The Board shall consist of seven members comprised of at least five (5) members that reside inside city limits. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on April 1<sup>st</sup> of designated years.

Section 2. One Homer area high school Student Representative may be appointed by the Mayor, subject to confirmation by the City Council, as a consulting, non-voting member for a school year term running September through May.

Section 3. The Mayor, City Manager, and Library Director may serve as non-voting, consulting members of the Board.

Section 4. A board appointment is vacated under the following conditions and upon the declaration of vacancy by the Board. The Board shall declare a vacancy when the person appointed:

- Fails to qualify to take office within 30 days after their appointment;
- Resigns and the resignation is accepted;
- Is physically or mentally unable to perform the duties of their office;
- Misses three (3) consecutive regular meetings unless excused;
- Is convicted of a felony.

Section 5. Honorary members of the Board may be appointed by the Mayor, subject to confirmation by the City Council. Honorary members may participate in the deliberations of the Board, but may not vote nor shall they be counted in determining the quorum of Board members.

#### **ARTICLE IV – OFFICERS**

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed board members at the regular April meeting of the Board.

Section 2. Officers shall serve a term of one year from the April meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Board, authorize calls for any special meetings, execute all documents authorized by the Board, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

#### **ARTICLE V – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the first Tuesday of the following months: February, March, April, May, August, September, October, November, and December at 5:30 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. The annual meeting for review of policies, rules and regulation shall be held at a regular meeting each year.

Section 3. The regular meetings in August and September of each year shall be known as budget meetings to assist the Library Director in preparation and presentation of budget requests to City Council.

Section 4. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 5. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

NAME OF BODY  
PHYSICAL LOCATION OF MEETING  
HOMER, ALASKA

DATE OF MEETING  
DAY OF WEEK AND TIME OF MEETING  
MEETING ROOM

NOTICE OF MEETING  
REGULAR MEETING AGENDA

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA
6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PLAT CONSIDERATION (Planning Commission only)
10. PENDING BUSINESS or COMMISSION BUSINESS
11. NEW BUSINESS or COMMISSION BUSINESS
12. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY).
13. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
14. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
15. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
16. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
17. COMMENTS OF THE COMMISSION
18. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR \_\_\_\_\_ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, clerk@ci.homer.ak.us, 235-3130.

Section 6. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chair's discretion or by a majority vote of the board members in attendance.

Section 7. Special meetings and Worksessions may be called by the Library Director, Chair, or a majority of the Board. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 8. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, honorary members shall not be counted.

Section 9. Four affirmative votes are required to approve any action before the Board and shall constitute the meaning of “majority vote”. The Chairperson may vote upon, and may move or second a proposal before the Board.

Section 10. A record of all voting must be included in the minutes of each meeting.

Section 11. Recorded minutes shall be made available by the City Clerk’s Office to the Board prior to the next meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 12. The Board shall abide by existing Alaska State Law, Borough Code of Ordinance, where applicable, and Homer City Code, as well as Robert's Rules of Order, current edition, in so far as this treatise is consistent with Homer City Code.

## **ARTICLE VI – COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Board will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Board.

Section 2. All committees shall make a progress report to the Board at each of its meetings.

## **ARTICLE VII – BYLAW AMENDMENTS**

Section 1. The Bylaws may be amended at any meeting of the Board by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Board meeting.

Section 2. Any rule or resolution of the Board, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Board shall be present, and two thirds of those present shall so approve.

## **ARTICLE VIII – TELECONFERENCING**

Section 1. Teleconference meetings:

- a. The preferred procedure for a Board meeting is that all members be physically present at the designated time and location for the meeting. However, physical presence may be waived and a member may participate in a meeting by Teleconference. This allowance is limited to two (2) meetings per year.
- b. There must be a quorum of members physically present in addition to the telephonic member.
- c. A Boardmember participating by teleconference shall be deemed to be present at the meeting for all purposes.
- d. In the event the Chair participates telephonically, the Vice-Chair shall run the meeting.

Section 2. Teleconference procedures:

- a. A Boardmember who cannot be physically present for a regularly scheduled meeting shall notify the Clerk at least five days prior to the scheduled meeting time of their intent to appear telephonically.
- b. The Clerk shall notify the other Boardmembers of the Boardmember's intent to appear by teleconference three days prior to the scheduled meeting time.
- c. The means used to facilitate a teleconference meeting must enable each Boardmember appearing telephonically to clearly hear, and be heard by, all other Boardmembers and members of the public.
- d. The Clerk shall note in the attendance record all Boardmembers appearing telephonically.



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

3 City Clerk/Parks, Art, Recreation and  
4 Culture Advisory Commission

5 **RESOLUTION 21-086**  
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE PARKS, ART, RECREATION AND CULTURE  
9 ADVISORY COMMISSION BYLAWS REGARDING  
10 TELECONFERENCING, ATTENDANCE, VACANCIES, CITY STAFF  
11 ROLES, AND RULES OF ORDER FOR BOARDS AND COMMISSIONS  
12 BY AMENDING ARTICLES TITLED PURPOSE, MEMBERSHIP,  
13 OFFICERS, MEETINGS, BYLAW AMENDMENTS; ADDING ARTICLES  
14 TITLED CITY STAFF ROLES AND GENERAL OPERATING  
15 PROCEDURES; AND REMOVING ARTICLES TITLED  
16 TELECONFERENCING AND PUBLIC ART PROGRAM AND THE  
17 MUNICIPAL ART COLLECTION.  
18

19 WHEREAS, Ordinance 21-50(S)(A) amending City Code regarding teleconferencing,  
20 attendance, vacancies, City staff roles, and rules of order for boards and commissions was  
21 adopted by City Council September 13, 2021; and  
22

23 WHEREAS, With City Code amended, the City Clerk’s Office revised the PARC bylaws to  
24 incorporate new and existing City Code, ensure that the layout and contents are consistent  
25 with Robert’s Rules of Order, and include any other revisions needed for clarity; and  
26

27 WHEREAS, Article II – Purpose is amended to match existing City Code; and  
28

29 WHEREAS, Article III – Members is amended to address what happens at the expiration  
30 of a commissioner’s term, term limits, alternates, what happens if a seat is vacated during an  
31 unfinished term, and what constitutes a vacancy; and  
32

33 WHEREAS, Article IV – Officers is amended for better organization and clarity to existing  
34 sections; and  
35

36 WHEREAS, Article V – City Staff Roles is added to provide information on the duties of  
37 the staff liaison and recording clerk; and  
38

39 WHEREAS, Article VI – Meetings is amended for better organization of existing sections,  
40 revisions to the sample agenda, and to address attendance and teleconferencing; and  
41

42 WHEREAS, Article VII – General Operating Procedures is added for better organization  
43 of existing sections, to clarify what policies and bodies of rules the commission abides by, and  
44 address voting rules and commission training; and

45  
46 WHEREAS, Article IX – Bylaw Amendments is amended for better organization of  
47 existing sections; and

48  
49 WHEREAS, The article titled Teleconferencing is removed since teleconference  
50 participation is now referenced in Article VI – Meetings and defined under HCC 2.58.060; and

51  
52 WHEREAS, The article titled Public Art Program and the Municipal Art Collection is  
53 removed since this section is to be replaced by two separate, stand-alone policy documents:  
54 the Gift, Donation, and Art Policy, and the 1% for the Art Program Procedures; and

55  
56 WHEREAS, The Parks, Art, Recreation and Culture Advisory Commission introduced the  
57 amendments at their October 21, 2021 regular meeting and approved the amendments at a  
58 second meeting on December 2, 2021, in accordance with their bylaws.

59  
60 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska amends the  
61 Parks, Art, Recreation and Culture Advisory Commission Bylaws regarding teleconferencing,  
62 attendance, vacancies, city staff roles, and rules of order for boards and commissions by  
63 amending articles titled Purpose, Membership, Officers, Meetings, Bylaw Amendments; adding  
64 articles titled City Staff Roles and General Operating Procedures; and removing articles titled  
65 Teleconferencing and Public Art Program and the Municipal Art Collection.

66  
67 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

68  
69 CITY OF HOMER

70  
71  
72  
73 \_\_\_\_\_  
74 KEN CASTNER, MAYOR

75 ATTEST:  
76  
77  
78 \_\_\_\_\_  
79 MELISSA JACOBSEN, MMC, CITY CLERK

80  
81 Fiscal note: N/A



# 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 21-214

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION

THRU: RENEE KRAUSE, MMC, DEPUTY CITY CLERK II

DATE: DECEMBER 3, 2021

SUBJECT: PARC BYLAW AMENDMENTS

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At the Parks, Art, Recreation and Culture Advisory Commission's August 19<sup>th</sup> regular meeting, the Commission reviewed and made comments on a draft ordinance that would amend City Code regarding teleconferencing, attendance, vacancies, City staff roles, and rules of order for boards and commissions. Those amendments, including the feedback received from all the advisory bodies, were adopted by City Council via Ordinance 21-50(S)(A) at their September 13<sup>th</sup> regular meeting. Now that HCC has been amended, the next step was to revise the commission's bylaws so they do not conflict with code.

The PARC introduced and discussed the attached draft bylaws at their October 21<sup>st</sup> regular meeting, and held a second reading and review at their December 2<sup>nd</sup> special meeting. The draft bylaws that are attached incorporate new and existing City Code, ensure that the layout/contents are consistent with Robert's Rules of Order, and include any organizational edits proposed by the Clerk's Office.

The draft bylaws were approved by the commission unanimously with a brief discussion at their December 2, 2021 meeting.

### Recommendation

Adopt the amended Parks, Art, Recreation and Culture Advisory Commission Bylaws.

Attached: DRAFT PARC Bylaws  
Current PARC Bylaws – Adopted October 14, 2019

**CITY OF HOMER PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION  
BYLAWS**

**ARTICLE I – NAME AND AUTHORIZATION**

This organization shall be called the Parks, Art, Recreation and Culture Advisory Commission, established via Ordinance 16-22, existing by virtue of the provisions of Chapter 2.60 and Chapter 18.07 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on \_\_\_\_\_, 2021 and shall be in effect and govern the procedures of the Parks, Art, Recreation and Culture Advisory Commission.

**ARTICLE II – PURPOSE**

Section 1. Act in an advisory capacity to the City Manager and the City Council on matters involving:

- City Parks
- Recreation Facilities
- Public Beaches and Trails
- Support of the Arts
- Acquisition, maintenance and disposition of works of art
- Land Use and Future Development related to Parks and Recreation Facilities
- The administration of the public arts fund established by HCC 18.07.090.

Any recommendation by the Commission regarding the matters described above shall be directed to the City Council through the City Manager, except that the recommendation shall be sent directly to the Council when the Commission so requests.

Section 2. Perform the functions prescribed in Chapter 18.07 HCC related to funding works of art in public spaces.

Section 3. Further the development and awareness of the arts in the City.

Section 4. Consider any specific proposal, problem or project as directed by the City Council and report thereon directly to the Council or as the Council otherwise directs.

Section 5. Solicit donations of money and property in support of the commission’s duties, and make recommendations to the Council for the disposition of money or property so received.

**ARTICLE III – MEMBERSHIP**

Section 1. The Commission will be composed of seven members, comprised of at least four (4) members that reside inside city limits. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on October 31<sup>st</sup> of designated years.

Section 2. Notice of term expirations will be delivered to members by the City Clerk’s Office. Members wishing to continue services upon the completion of a three-year term must submit a reappointment application to the City Clerk’s Office, which is subject to review by the Mayor and confirmed by City Council. There are no limits on the number of terms a member may serve.

Section 3. Members may not have alternates. If a position is vacated during a term, it shall be filled for the unexpired term by an appointee selected by the Mayor and confirmed by City Council.

Section 4. A member's appointment is vacated under the following conditions:

- A member fails to qualify to take office within 30 days after their appointment;
- A member resigns;
- A member is physically or mentally unable to perform the duties of the office;
- A member is convicted of a felony or of an offense involving a violation of their oath of office; or
- A member has three consecutive unexcused absences, or misses half of all meetings within an appointment year, whether excused or unexcused.

Section 5. The Mayor may appoint, subject to confirmation by the City Council, one City Council member and one Homer area high school Student Representative to serve as consulting, non-voting members. The Mayor, City Manager, Public Works Director, City Planner, and Parks Superintendent may serve as non-voting, consulting members.

#### **ARTICLE IV – OFFICERS**

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed commissioners at the regular November meeting of the Commission.

Section 2. Officers shall serve a term of one year from the February meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Commission, authorize calls for any special meetings, execute all documents authorized by the Commission, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

#### **ARTICLE V – CITY STAFF ROLES**

Section 1. The Recreation Manager shall serve as a staff liaison to the commission. The staff liaison shall assist the Chairperson in setting meetings, preparing agendas, and other documentary material, and coordinating the acquisition of needed materials and training. The staff liaison shall submit reports and recommendations for those agenda items requiring decisions or recommendations by the Commission. Other staff having experience, education, and professional training in the subject matter may provide input into the reports and recommendations, or may provide supplemental information. The information submitted may be oral, written or graphic, or some combination of all.

Section 2. The City Clerk shall designate a recording clerk to take minutes for the Commission and serve as the Commission's parliamentary advisory pursuant to AS 29.20.380(10) and HCC 2.12.010, and assist the Chairperson with the conduct of the meeting.

**ARTICLE VI – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the third Thursday February through June and August through November at 5:30 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Special meetings and Worksessions may be called by the staff liaison, Chair, or a majority of the Commission. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 3. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, consulting members shall not be counted. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only.

Section 4. Any member who is unable to attend a meeting, whether regular or special, shall contact the Clerk in advance no later than two hours prior to the scheduled meeting time for excusal.

Section 5. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 6. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

CITY LOGO	NOTICE OF MEETING REGULAR MEETING AGENDA NAME OF BODY DAY OF WEEK, DATE, AND TIME OF MEETING PHYSICAL LOCATION OF MEETING & MEETING ROOM	DEPT. CONTACT INFO (City Clerk’s Office)
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1. CALL TO ORDER
2. AGENDA APPROVAL
3. PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)
4. RECONSIDERATION
5. APPROVAL OF MINUTES
6. VISITORS/PRESENTATIONS (Chair set time limit not to exceed 20 minutes. Public may not comment on the visitor or the visitor's topic until audience comments. No action may be taken at this time.)
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS
8. PUBLIC HEARING (3 minute time limit)
9. PENDING BUSINESS
10. NEW BUSINESS
11. INFORMATIONAL MATERIALS (No action may be taken on these matters, for discussion only.)
12. COMMENTS OF THE AUDIENCE (3 minute time limit)
13. COMMENTS OF THE CITY STAFF
14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
15. COMMENTS OF THE COMMISSION (includes Comments of the Chair since they are part of the commission.)



16. ADJOURNMENT Next regular meeting is scheduled for \_\_\_\_\_. (Note any other worksessions, special meetings, committee meetings etc.) All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (The meeting may be scheduled for the Conference Room or virtually.)

Section 7. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chairperson's discretion or by a majority vote of the members in attendance.

Section 8. Recorded minutes shall be made available by the City Clerk's Office to the Commission prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 9. Teleconference participation is allowed per the rules and limitations set forth in Homer City Code 2.58.060.

#### **ARTICLE VII – GENERAL OPERATING PROCEDURES**

Section 1. The Commission shall abide by the current edition of Robert's Rules of Order insofar as it is consistent with the Commission's bylaws, other provisions of Homer City Code, or standing rules. In all other cases, bylaws, the code, or the standing rule shall prevail. This includes, but is not limited to, HCC 1.18 Conflicts of Interest, Partiality, and Code of Ethics; HCC 2.58 Boards and Commissions; HCC 2.60 Parks, Art, Recreation, and Culture Advisory Commission; the Open Meetings Act – AS 44.62.310-312; HCC 18.07 Funds for Works of Art in Public Places; the City of Homer Gift, Donation and Art Policies, Procedures and Guidelines; and the City of Homer 1% for the Arts Program Procedures.

Section 2. Each member, including the chairperson, shall vote, and shall not abstain from voting, unless such member claims a conflict of interest, or has an excused absence, in which event the member shall be excused from voting. The member shall then state for the record the basis for the abstention. Four affirmative votes are required to pass a motion. Voting will be by a roll call vote, the order to be rotated; or by unanimous consent if no objection is expressed. Voting by proxy or absentee is prohibited.

Section 3. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Commission shall be present, and two-thirds of those present shall so approve.

Section 4. Training sessions developed or arranged by the City Clerk and approved by the City Manager shall be mandatory unless a member's absence is excused by the Chairperson. The City Manager and/or City Clerk, in their discretion and in consultation with the City Attorney as needed, may develop model procedures to be used as a guide for the Commission.

#### **ARTICLE VIII – COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Commission will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be

considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Commission.

Section 2. All committees shall make a progress report to the Commission at each of its meetings.

**ARTICLE IX – BYLAW AMENDMENTS**

The Bylaws may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Commission meeting.

2021 Draft

**CITY OF HOMER PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION  
BYLAWS**

**ARTICLE I – NAME AND AUTHORIZATION**

This organization shall be called the Parks, Art, Recreation and Culture Advisory Commission, established via Ordinance 16-22, existing by virtue of the provisions of Chapter 2.60 and Chapter 18.07 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on October 14, 2019 and shall be in effect and govern the procedures of the Parks, Art, Recreation and Culture Advisory Commission.

**ARTICLE II – PURPOSE**

Section 1. Act in an advisory capacity to the City Manager and the City Council on the problems and development of the following:

- City Parks
- Recreation Facilities
- Public Beaches and Trails
- Support of the Arts
- Acquisition, maintenance and disposition of works of art
- Land Use and Future Development related to Parks and Recreation Facilities
- Administration of the Public Arts Fund

Section 2. Perform the functions as outlined in Homer City Code Chapter 18.07 Funds for Works of Art in Public Places.

Section 3. Direct recommendations to the City Council directly or through the City Manager via memorandum from the Parks, Art, Recreation and Culture Advisory Commission.

Section 4. Consider any specific proposal, problem or project as directed by the City Council and any report or recommendations thereon shall be made directly to the Council, unless otherwise directed by the Council.

Section 5. Solicit donations of money and or property in support of the commission purpose.

Section 6. Make recommendations to Council for the disposition of money or property donated.

**ARTICLE III – MEMBERS**

Section 1. The Commission will be composed of seven members, comprised of at least four (4) members that reside inside city limits. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on October 31<sup>st</sup> of designated years.<sup>1</sup>

Section 2. One (1) Homer area high school Student Representative may be appointed by the Mayor, subject to confirmation by the City Council, as a consulting, non-voting member.

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<sup>1</sup> Article III, Sec. 1 was revised post-bylaw approval to ensure clarification of term expirations.

Section 3. The Mayor, City Manager, Public Works Director or City Planner may serve as non-voting, consulting members of the Commission.

Section 4. A Commission appointment is vacated under the following conditions and upon the declaration of vacancy by the Commission. The Commission shall declare a vacancy when the person appointed:

- Fails to qualify to take office within 30 days after their appointment;
- Resigns and the resignation is accepted;
- Is physically or mentally unable to perform the duties of their office;
- Misses two (2) consecutive regular meetings unless excused;
- Is convicted of a felony.

#### **ARTICLE IV – OFFICERS**

Section 1. A Chair and Vice-Chair shall be elected annually from and by the voting members of the Commission.

Section 2. The Chair shall preside at all meetings of the Commission, authorize calls for any special meetings, execute all documents authorized by the Commission, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 3. The Vice-Chair shall perform all duties and be subject to all responsibilities of the Chair in their absence, disability or disqualification of office. In the event that both Chair and Vice Chair are absent, and a quorum of members are present, the senior member shall assume and perform the duties and functions of the Chair.

Section 4. The Vice-Chair will succeed the Chair if the office is vacated before the term is completed, to complete the unexpired term. A new Vice-Chair shall be elected at the next regular meeting.

Section 5. Officers shall serve a term of one year from the November meeting at which they are elected and until their successors are duly elected. Officers may be re-elected in subsequent years.

#### **ARTICLE V – MEETINGS**

Section 1. Regular meetings shall be open to the public and held on the third Thursday February through June and August through November at 5:30 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. Agenda deadline is the Wednesday of the week preceding the meeting date at 5:00 p.m. Allowances will be made for holidays.

Section 3. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

NAME OF BODY  
PHYSICAL LOCATION OF MEETING  
HOMER, ALASKA

DATE OF MEETING  
DAY OF WEEK AND TIME OF MEETING  
MEETING ROOM

NOTICE OF MEETING  
REGULAR MEETING AGENDA

1. CALL TO ORDER
2. APPROVAL OF AGENDA
3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)
4. RECONSIDERATION
5. APPROVAL OF MINUTES or CONSENT AGENDA.
6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PENDING BUSINESS
10. NEW BUSINESS
11. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY).
12. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
13. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
14. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
15. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
16. COMMENTS OF THE COMMISSION
17. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR \_\_\_\_\_ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, clerk@ci.homer.ak.us, 235-3130.

Section 4. Per Resolution of the City Council (Resolution 06-115(A)), Public testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chair's discretion or by a majority vote of the members in attendance.

Section 5. Special Meetings and Worksessions may be called by the Deputy City Planner, Clerk, Chair or a majority of the Commission. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only. Notice of such meetings shall be posted in the same manner as that of regular meetings.

Section 6. A quorum for the transaction of business at any meeting shall consist of four (4) members. For the purpose of determining the existence of a quorum, honorary members shall not be counted.

Section 7. Four affirmative votes are required to approve any action before the Commission and shall constitute the meaning of "majority vote". The Chairperson may vote upon, and may move or second a proposal/motion before the Commission.

Section 8. Recorded minutes shall be made available by the City Clerk's Office to the Commission prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 9. The Commission shall abide by existing Alaska State Law, Borough Code of Ordinance, where applicable and Homer City Code as well as Roberts Rules of Order, current edition, in so far as this treatise is consistent with Homer City Code.

#### **ARTICLE VI – COMMITTEES**

Section 1. Committees of one or more members for such specific purposes as the business of the Commission will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Commission.

Section 2. All committees shall make a progress report to the Commission at each of its meetings.

#### **ARTICLE VII – BYLAW AMENDMENTS**

Section 1. The bylaws may be amended at any meeting of the Commission by a majority plus one vote of the members present, provided that notice of proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next commission meeting.

Section 2. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Commission shall be present, and two-thirds of those present shall so approve.

#### **ARTICLE VIII – TELECONFERENCING**

Section 1. Teleconference meetings:

- a. The preferred procedure for a Commission meeting is that all members be physically present at the designated time and location for the meeting. However, physical presence may be waived and a member may participate in a meeting by Teleconference. This allowance is limited to two (2) meetings per year.
- b. There must be a quorum of members physically present in addition to the telephonic member.
- c. A Commission member participating by teleconference shall be deemed to be present at the meeting for all purposes.
- d. In the event the Chair participates telephonically, the Vice-Chair shall run the meeting.

Section 2. Teleconference procedures.

- a. A Commission member who cannot be physically present for a regularly scheduled meeting shall notify the Clerk prior to the scheduled time for the meeting of their intent to appear telephonically.



- b. The Clerk shall notify the other Commissioners of the Commissioner's intent to appear by teleconference prior to the scheduled time of the meeting.
- c. The means used to facilitate a teleconference meeting must enable each Commissioner appearing telephonically to clearly hear, and be heard by all other and members of the public. The Clerk shall note in the attendance record all Commission members appearing telephonically.

## **ARTICLE IX – PUBLIC ART PROGRAM AND THE MUNICIPAL ART COLLECTION**

### **1% FOR THE ARTS PROGRAM**

The State has recognized through the enactment of AS 35.27.010, and the City of Homer hereby recognizes by the enactment of Ordinance 02-25(A), Chapter 18.07, the responsibility of government to foster the development of culture and the arts through the purchase or commissioning of works of art for municipal buildings and facilities. It is therefore declared to be municipal policy that a portion of appropriations for capital expenditures for municipal buildings and facilities be devoted to the acquisition of works of art to be permanently placed or incorporated in such buildings or facilities.

#### **Definitions**

The following words, terms and phrases, when used, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

"Art" and "work of art" mean all forms of original creations of visual art, including but not limited to the following:

1. Sculptures: in the round, bas relief, high relief, mobile, fountain, kinetic or electronic, in any material or combination of materials.
2. Painting: all media, including portable and permanently affixed works, such as murals.
3. Graphic arts: printmaking and drawing.
4. Mosaics.
5. Photography.
6. Crafts: in clay, fiber and textiles, wood, metal, plastics and other materials.
7. Calligraphy.
8. Mixed media: any combination of forms or media, including collage

"Construction, remodeling or renovation of municipal buildings and facilities" means any capital improvement projects paid for wholly or in part by the municipality to build, rebuild or improve any decorative or commemorative structure, park or parking facility or any building.

"Total cost of construction, remodeling or renovation" means the total allotted funding for the subject project at the time of award of contract, exclusive of the costs of land acquisition, site investigation, and environmental clean-up or remediation. (Ord. 02-25(A), 2002.)

The Parks, Art, Recreation and Culture Advisory Commission shall be responsible for the following:

1. Determine the dollars allocated for art within the budget of each eligible project;
2. Name a Selection Committee for each project;
3. Develop and monitor policies related to the selection and installation processes;
4. Develop plans that insure the preservation of the art collection;

## **PROCEDURES FOR THE 1% FOR THE ARTS PROGRAM**

### **Eligible Projects**

1. Upon approval of the City budget, the City Manager will provide a copy of the capital improvement budget to the Commission notating all projects he/she believes to be eligible for the 1% for Art Program.
2. Eligible projects include remodeling, renovation, new construction to municipal buildings or facilities when the cost of the project exceeds \$250,000.
3. Staff will update the Commission at least quarterly regarding any new capital improvement projects City Council has approved and will indicate whether the City Manager believes the 1% for Art Program is applicable.

### **Project Budget**

1. 1% of the project cost will be allocated for the purchase of art, with a minimum project value of \$250,000 and a maximum of \$7,000,000. Therefore, the minimum budget is \$2,500 and the maximum is \$70,000. The budget may be increased by the addition of private funds or donations from non-city public funds.
2. Project cost is defined as the cost of the original contract awarded, excluding land acquisition, site investigation, environmental cleanup or remediation. Subsequent change orders and amendments to the contract do not increase or decrease the amount of funding available for artwork.
3. The art budget will include all costs associated with design, construction, installation, and acquisition of works of art.

### **Selection Committee**

1. The Commission will submit to the Council for its approval members of a new Selection Committee for each eligible project. Appointments will be made as early as possible in the construction process to encourage integration of art into the architecture of the building and design of the outdoor spaces.
2. A Selection Committee will be composed of at least five (5) members, including
  - a. One member(s) from the Commission,
  - b. One Artist
  - c. One member from the architectural/design team
  - d. One member from the user department
  - e. Director of building in question or his/her designated representative.

The scope of the project may require the appointment of additional members.

3. The Clerk for the Commission will also assist the Selection Committee. This will facilitate clear communication and cooperation between the two advisory bodies.

4. Diversity. The Commission will specifically include members of the community who share a commitment to the goals of the 1% for Art Program yet represent the diverse citizenry in our community.
5. Responsibilities of the Selection Committee
  - a. Selection Committee members will suggest the most suitable locations for artwork within the building or on the site, often in discussion with the architect or chief designer. It is also appropriate to allow artists to submit proposals for locations not identified by the committee.
  - b. The committee will organize interaction between the design team and artists to ensure that artists are sufficiently briefed about the project opportunities and restrictions. The goal is to generate top quality, responsive proposals.
  - c. Carefully review each eligible submission. This will frequently be a multi-step process, with time between meetings for personal reflection.
  - d. If necessary, a specific member of the committee or the Deputy City Clerk may be directed to discuss modifications to a specific proposal with the artist. All such discussions shall be confidential, and members must exercise care so a specific artist does not construe such discussion as acceptance of work.
  - e. Prepare list of Recommended Artwork for the named project and a short list of runners-up, if possible. (Occasionally 1st choice work will not be available and this process may preclude the need to reconvene the jury.)
  - f. Selection Committee Chair will be present when the Resolution is before Council for final approval and award. Responses to Council questions may include a brief summary of the selection process, including number of submittals, names of the selection committee members and other information that encourages final acceptance by City Council members.
  - g. The Clerk will notify all selected artists of their award and thank all participants.
  - h. All participants, including Committee members and all artists who submitted proposals will be offered a formal opportunity to comment on the process. The Commission will receive these comments.

NOTE: The entire selection process must be handled confidentially. No decisions are final until approved by City Council and final contracts are negotiated with the artists. (Reso. 10-80, 2011.)

#### **ADDITIONAL OVERSIGHT UNDER THE 1% PROGRAM**

1. Requests for Proposals (RFP): The Selection Committee with the assistance of the Deputy City Clerk will prepare an RFP for each eligible project. (See sample in Exhibit A). The Clerk's Office will circulate the RFP as required by City code under the City's Procurement Policy. Packets of additional information that describes the project will be available in City Clerk's Office and on the City's website. It will include the brochure, "Special Considerations for Art in Public Places" (See Exhibit B)
2. Establishing Selection Criterion:
  - a. Each member of the Selection Committee will be provided with a complete RFP, including the "Special Considerations" brochure. Members will be asked to remember these considerations in their art selections.
  - b. The Selection Committee will be provided with an Evaluation Checklist (see Exhibit C).

- c. The Selection Committee may specify that certain projects will show a preference for art by local or Alaskan artists.
3. Legal Considerations: The Selection Committee and the Parks, Art, Recreation and Culture Advisory Commission are liaisons between artists and the City, the principals in this program. These guidelines will clarify the understanding between them:
    - a. Ownership of the Art: All art purchased under the 1% for Art Ordinance will be owned by the City of Homer.
    - b. Artist's Rights: Public artwork and art concepts will not be altered, modified, removed or moved from a site which is integral to the concept for the work without prior notice to the artist. If the City's best and reasonable efforts to contact the artist have failed, the City may proceed without such notice.
    - c. Artist's Promise to the City of Homer: The art is unique and original and does not infringe upon any copyright. Neither the art nor a duplicate has been accepted for sale elsewhere. The art is free and clear of any liens. The fabricated and installed art will be free of defects in material and craftsmanship. Maintenance requirements have been accurately described;
  4. Contract with an Artist: The City of Homer will enter into a contract with each artist whose work is selected for inclusion in a City project. It will address description of the project, payment schedule, payment of special engineering or installation costs, due date. (See sample in Exhibit D). (Reso. 10-80, 2011.)

## **ACCESSION POLICY**

To establish an orderly and consistent process for reviewing artwork for acceptance into the Municipal Art Collection ensuring that the collection is comprised of artwork of the highest quality.

### **Definition**

"Accession" is to accept artwork in to the Municipal Art Collection

### **Policy**

1. Accession procedures insure that the interests of all concerned parties are represented including the Parks, Art, Recreation and Culture Advisory Commission, the Public, the Artist, the Arts Community and the City of Homer.
2. Artwork shall be distinctive artistic merit and aesthetic quality and will enhance the diversity of the Municipal Art Collection.
3. Artwork shall be appropriate in and for its site, scale, material, form, and content for both its immediate and general social and physical environment.
4. Artwork shall be reasonably durable against theft, vandalism, weather, and excessive maintenance costs.
5. Accession implies the responsibility to preserve, protect, and display the artwork for public benefit.
6. Accession implies a work's permanency within the Municipal Art Collection, providing that the work retains its physical integrity, identity and authenticity.

7. Artwork will be acquired without restrictions as to its future use and disposition except as provided in contracts with artists.
8. Artwork will be accessioned into the City of Homer's Municipal Art Collection only upon completion of all facets of the Commissioning or purchasing contract and final approval of City Council.
9. Each accessioned work into the Municipal Art Collection will be documented to the fullest extent possible, including artist's last known address and when available photograph.
10. The artist's signed contract or release transferring title for the artwork and clearly defining the rights and responsibilities of all parties will accompany every accessioned work and shall be in the documented records of the work.
11. In the case of interagency or inter-local agreements a copy of the agreement and signatures of all parties will be kept in the office of the City Clerk.
12. Accession results from projects and purchases generated as part of the Municipal Art program except in case of donations which will be reviewed in accordance with the City of Homer policy on gifts and if accepted will be accessed pursuant to this accession policy. (Reso. 10-80, 2011.)

## **GIFT POLICY**

### **Purpose**

To identify a procedure and criteria for the Parks, Art, Recreation and Culture Advisory Commission to review proposed gifts of artwork.

### **Definition**

Gifts are personal or real property that is donated or bequeathed with or without restrictions to the City of Homer for actual artwork, property for placement or funds for the acquisition of artwork.

### **Policy**

1. The Parks, Art, Recreation and Culture Advisory Commission will review all proposed gifts as defined above and will evaluate the suitability of proposed gifts and make recommendations to the Homer City Council in accordance with Homer City Code which allows acceptance of donations.
2. Each Proposed gift will be reviewed for the following:
  - a. Aesthetic Quality – the proposed gift has significant aesthetic merit.
  - b. Appropriateness of Chosen Site or Location – scale of artwork is appropriate for the site including relationship between the artwork and the site and obstacles of the site.
  - c. Restrictions from the Donor – any restrictions must be clearly identified and may be a factor in determining whether to accept a gift.
  - d. Originality of Artwork – artworks must be one of a kind or part of an original series reproductions of originals are not considered eligible for acceptance.
  - e. Relationship to the Collection as a Whole – the Commission is committed to creating a diverse collection of art. The proposed gift must be compatible with the Municipal Art Collection without being over represented.

- f. Technical Feasibility – the realistic ability for the proposed project to be built and installed as proposed in the selected location.
  - g. Technical Specifications – the Commission must review the actual work if available or a scale drawing and or model consisting of site plans and elevations describing the following:
    - i. Surrounding site conditions if applicable
    - ii. Dimensions
    - iii. Materials and finishes
    - iv. Colors
    - v. Electrical, Plumbing, or other utility requirements
    - vi. Construction and installation method
    - vii. Additional support material such as text verbally describing the artwork and specifications, models, or presentation drawings by a licensed engineer may be required.
  - h. Budget – cost to manage the project, prepare the site, deliver and or install the work, funds for signage/recognition, and any other cost should be disclosed by the donor in a budget. The Commission will determine if the costs are accurate and realistic and that the donor has clearly delineated responsibility for all costs associated with the project.
  - i. Timeline – expected timeline for donation or installation should be proposed by the donor. The Commission will determine if the timeline is realistic.
  - j. Durability – expected lifetime and staying power of the material used to create the artwork especially if set in the out of doors or in a non-archival exhibition setting and exposed to the elements.
  - k. Warranty – the donor agrees to be responsible for a warranty period of one (1) year from the date of final installation of the artwork to insure the integrity of the material, fabrication and installation when installed in or on a city owned facility or property.
  - l. Vandalism and Safety – the artwork will not be prone to vandalism or pose a safety hazard.
  - m. Maintenance and Preservation – donor’s agreement to provide a technical and maintenance record including a plan for routine care with estimated costs. The donor must indicate if there are any unusual or ongoing costs to maintain artwork.
3. Donors proposing gifts will be informed of the importance of the above criteria in the Commission consideration.
  4. The Parks, Art, Recreation and Culture Advisory Commission will have final authority through the City Manager to review and recommend to Homer City Council to accept or reject the donated artwork.
  5. All gifts that are recommended for acceptance will only be accessed into the Municipal Art Collection pursuant to the Accession Policy. (Reso. 10-80, 2011.)

#### **PROCEDURE TO PROPOSE A DONATION OF ARTWORK TO THE CITY OF HOMER**

The Parks, Art, Recreation and Culture Advisory Commission is charged with the responsibility of evaluating the suitability of a proposed artwork and making recommendation to the City Council as to whether or not to accept it as a gift. If accepted, the donated work becomes the responsibility of the City of Homer, which will inventory, insure, maintain and repair it as required by Homer City Code and Alaska State Law.

### **Definition**

“*Gifts*” are personal or real property that is donated, devised or bequeathed with or without restrictions to the City of Homer. Gifts can be actual artwork, property for placement of artwork or funds for the acquisition of artwork.

“*Gift Policy*” is the policy that identifies the procedure and criteria for reviewing proposed gifts of artwork to the City of Homer.

“*Accession Policy*” is the policy that defines an orderly and consistent process for reviewing artwork for acceptance into the Municipal Art Collection insuring that the collection is comprised of artwork of the highest quality. (Reso. 10-80, 2011.)

### **Process**

The Parks, Art, Recreation and Culture Advisory Commission will review all proposed gifts according to the Gift Policy. They will evaluate the suitability of the proposed gifts and make recommendations to the Homer City Council through the City Manager.

In order to provide the Commission with the information necessary to evaluate the proposed artwork in accordance with the Gift Policy and Accession Policy the potential donor or donor’s representative must complete the Gift Proposal Application and submit to the City of Homer, City Clerk’s Office. (Reso. 10-80, 2011.)

### **Presentation to the Parks, Art, Recreation and Culture Advisory Commission**

If applicable the donor will be scheduled to present his or her proposal to the Commission at the next regular meeting. The donor is expected to present the actual artwork or model or scale drawings of the proposed piece. If it is not possible depending on the artwork a photograph may be accepted upon approval of a majority vote of the Commission.

The Parks, Art, Recreation and Culture Advisory Commission will review the proposal, consider the presentation and make a recommendation at the meeting. If the proposal materials do not give the Commission enough information to make an educated recommendation they may request to postpone recommendation until further information is provided by the donor.

## **PRESERVATION OF THE MUNICIPAL ART COLLECTION**

### **Registry**

The City’s art collection will be catalogued and a registry maintained. Each entry will include

1. Name and contact information for the artist
2. Title of the work, date created, dimensions
3. Photographs of the work
4. The artist’s cleaning and maintenance recommendation
5. An artist’s statement regarding the work, if possible
6. An identification number \_\_\_\_\_ (year installed), \_\_\_\_\_ consecutive number (for example: 2006-#21). This number will also be affixed to the piece of art or to its label
7. Exact location of the artwork
8. Techniques and materials used in creating the artwork



The registry will be bound and stored in the City Clerk's Office. The City will also provide an official label for each piece of art that will be consistent in style and material. Information contained will reflect the following:

- Color Photo of artwork
- Artist Name(s)
- Title of Artwork
- Year Completed/Date
- Medium Used
- Size/Dimensions
- Location
- Physical Description of the piece
- Short Summary about the Artist
- Summary Comment on the artwork

### **Inspection and Maintenance of Artwork**

All building and grounds supervisors will be instructed to inform the City Clerk if vandalism is observed or the artwork requires maintenance. All cleaning and maintenance will follow the instructions provided by the artist. If the artwork requires extensive repairs, the City will make a good-faith effort to obtain advice from the artist. If no information is forthcoming, the City may proceed with its best practice.

### **DE-ACCESSIONING PURCHASED AND DONATED ITEMS**

The City has the responsibility for conserving the collection, and because the disposal of artworks may have serious implications for the artists, removing the items from the collection should be a deliberate and seldom-used procedure. It is the policy of the City not to dispose of works simply because they are not currently in fashion and not to dispose of works whose worth might not yet be recognized.

Purchased or donated items which have been accepted into the Municipal Art Collection will be de-accessioned only at the direction of the City Council, which shall consider the recommendations and comments of the Parks, Art, Recreation and Culture Advisory Commission, Staff and any public comment received.

The City will comply with all laws pertaining to de-accessioning of art items. If documents provide for de-accessioning, such documents will determine the method and manner of the de-accessioning.

Examples of situations where de-accessioning would be considered include:

- The item(s) has deteriorated beyond a reasonable means of conservation or in deteriorating, has lost its usefulness.
- The authenticity, attribution, or genuineness of the item(s) is determined to be false or fraudulent.
- The item(s) is redundant or is a duplicate that has no value as part of a series.
- The item(s) is located in an area where jurisdiction will be transferred to another entity or is made inaccessible to the public.

The Parks, Art, Recreation and Culture Advisory Commission may recommend any of the following courses of action as a result of a deaccessioning review. The Commission shall not be limited to these courses of action and may suggest new methods as may be demanded by a particular set of circumstances:

- Relocate the work of art. This course of action shall be given highest priority
- Remove the work from display and maintain in a safe storage
- Yearly City Surplus Sale
- Private sale
- Exchange for another work by the artist
- Gifting the piece to a non-profit organization
- Recycling

Destruction of the item(s) may be considered where the physical condition of the work is severely deteriorated or will be irreparably damaged by the de-accessioning process. In appropriate instances, appraisals of the item(s) to be de-accessioned will be sought from outside sources.

### **ENCOURAGING ADDITIONAL PUBLIC AND PRIVATE ART IN PUBLIC SPACES, AND PROMOTING PUBLIC AWARENESS AND APPRECIATION FOR THE MUNICIPAL ART COLLECTION**

Ordinance 02-25(A) encourages the addition of private money into the public art program. Any art purchased with such funds will be owned 100% by the City of Homer and the City will have responsibility for selection, installation, maintenance and repairs.

The Parks, Art, Recreation and Culture Advisory Commission will be a resource for business owners who wish to include art in their business location.

Parks, Art, Recreation and Culture Advisory Commission will endeavor to obtain buy-in from affected city departments and a wide variety of governmental and non-governmental organizations, as required, to ensure the successful implementation of the public art policy.

The Commission will work to establish partnerships with private funders to help the art policy proponent's work with and advise patrons who are funding public-art projects privately. This will help guarantee that these projects meet a set of agreed-upon requirements and fulfill the goals and vision set forth in this policy.

The Parks, Art, Recreation and Culture Advisory Commission will identify alliance opportunities with institutions, organizations, and the public. Partner with them to publicize and discuss how public art can help further the mission of their specific organization.

Raise support among the press to help the fundraising efforts to educate and inform the public about the many different types of public art, and the wealth and ability of the local arts community.

Keep the information flowing about the progress of any public art initiative.

The Parks, Art, Recreation and Culture Advisory Commission, with the assistance of users, will plan an installation ceremony upon completion of each project. Costs for this event will be from the annual budget or underwritten by donors.

The Parks, Art, Recreation and Culture Advisory Commission will plan events and promotional tools that invite residents and visitors to enjoy the City of Homer art collection. These might include walking tour maps, guest lectures, on-line catalogue, etc. (Reso. 10-80, 2011.)

### **FUNDING FOR THE MUNICIPAL ART COLLECTION**

A public art fund is established in accordance with Homer City Code 18.07.090, Public Art Fund, as a separate, interest bearing account in the city general fund to receive money for the public art program from the following sources:

- Funds for public art fees received from private development.
- Funds donated to the city for public art.
- Other funds appropriated by the City Council for public art.

Money in the public art fund shall be used solely to pay the costs of selecting, commissioning, acquiring, installing, maintaining, public education regarding, administrating, removing and insuring the works of public art, and any other expense related thereto.

Interest earned on money in the public art fund shall be deposited in the public art fund.

The public art fund is administered by the City with the advice of the Parks, Art, Recreation and Culture Advisory Commission.

- The Commission shall prepare a plan annually for expenditures from the public art fund for approval by the city council. (Ord.09-51(A), §1, 2009.)
- Encourage the addition of private money into the public art program. Any art purchased with such funds will be owned 100% by the City of Homer and the City will have responsibility for selection, installation, maintenance and repairs. (Ord. 02-25(A), 2002.)

**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 21-087**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA APPROVING A LOBBYIST CONTRACT WITH J & H CONSULTING, LLC OF JUNEAU, ALASKA, FOR A TERM OF ONE YEAR COMMENCING ON DECEMBER 15, 2021 AND ENDING DECEMBER 15, 2022 IN THE AMOUNT OF \$42,000 AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In 2020 the City issued a request for proposals for lobbying services and as a result approved a one year contract with J&H Consulting with Resolution 20-120; and

WHEREAS, Throughout this contract year, J&H Consulting has advocated for capital projects and legislation on behalf of the City of Homer as well as the Large Vessel Harbor project; and

WHEREAS, Funds were allocated in the FY22/23 budget for lobbying services and it is in the City's best interest to retain J&H Consulting to continue their work in advocating for the City of Homer at the State Capitol.

WHEREAS, This award is not final until notice is received by J & H Consulting, LLC of Juneau, Alaska, from the City of Homer.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby approves the contract for Lobbyist for the City of Homer to the firm of J & H Consulting, LLC of Juneau, Alaska, for a term of one year commencing on December 15, 2021 and ending on December 15, 2022 in the amount of \$42,000 and authorizes the City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

CITY OF HOMER

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KEN CASTNER, MAYOR

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ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: \$21,000 – Mayor/Council Lobbying Account 100-0100-5248; \$21,000 - Port  
Administration Lobbying Account 400-0600-5248

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

3 City Manager/  
4 Police Chief

5 **RESOLUTION 21-088**

6  
7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
8 APPROVING A CONTRACT AMENDMENT WITH HOMER ANIMAL  
9 SERVICES, LLC WITH A 5% INCREASE FOR CALENDAR YEAR 2022  
10 AND 3% INCREASE FOR CALENDAR YEAR 2023 FOR HOMER  
11 ANIMAL SHELTER OPERATION AND MANAGEMENT AND  
12 AUTHORIZES THE CITY MANAGER TO NEGOTIATE AND EXECUTE  
13 THE APPROPRIATE DOCUMENTS.

14  
15 WHEREAS, A contract for operation and management was awarded to Alaska Mindful  
16 Paws via Resolution 16-104; and

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18 WHEREAS, A five year contract renewal and amendment was approved by Council via  
19 Resolution 18-072; and

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21 WHEREAS, Alaska Mindful Paws became Homer Animal Services, LLC in 2020; and

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23 WHEREAS, The economic context in which the Animal Shelter operates has changed  
24 since the onset of the COVID-19 pandemic; and

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26 WHEREAS, Homer Animal Services, LLC has requested a contract amendment; and

27  
28 WHEREAS, Administration is recommending a 5% increase for 2022 and a 3% increase  
29 for 2023 in order to maintain staffing and a high level of animal control and shelter services  
30 through the remainder of the contract which expires at the end of 2023.

31  
32 NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska approves a  
33 contract amendment with Homer Animal Services, LLC which includes a 5% increase in  
34 calendar year 2022 and a 3% increase in calendar year 2023 for services, and authorizes the  
35 City Manager to negotiate and execute the appropriate documents.

36  
37 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

38  
39 CITY OF HOMER

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41  
42 \_\_\_\_\_  
43 KEN CASTNER, MAYOR

44 ATTEST:

45

46

47 \_\_\_\_\_

48 MELISSA JACOBSEN, MMC, CITY CLERK

49

50 Fiscal Note: 5% increase in calendar year 2022 and a 3% increase in calendar year 2023 for  
51 services





# 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 21-215

TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: December 1, 2021  
SUBJECT: Animal Shelter Contract Amendment

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The City of Homer's Animal Shelter is operated under a contract held by Homer Animal Services, LLC (formerly known as Alaska Mindful Paws). They also provide animal control services in partnership with the Homer Police Department. So far in 2021, Homer Animal Services has facilitated more than 82 adoptions, taken in 120 stray dogs and cats, reunited 82 animals with their owners, and taken in 86 owner surrendered animals. Additionally they have responded to approximately 200 calls for animal-related complaints. Homer Animal Services provides an excellent level of service to the community and has been an extremely good partner for the City.

In 2018, Council approved Resolution 18-072 which was a contract renewal and amendment for a five year contract that included annual increases over the first three years, but did not include increases for the last two years (2022 and 2023). While this made sense in late 2018, the impacts of COVID on the economy, work force, supply chain, etc. have made it difficult for our contractor to maintain a high level of services within the contracted amount.

The Director of Homer Animal Services reached out to the City to discuss the potential of amending the contract to account for the expected fiscal realities of 2022 and 2023. After discussing needs with Homer Animal Services, Administration is proposing a 5% increase for calendar year 2022 and 3% increase in 2023. The cumulative difference for calendar years 2022 and 2023 would be approximately \$25,830. If approved, we would modify the Animal Shelter budget in a mid-biennium budget adjustment to reflect the change.

Year	Original Contract	Proposed Amendment
2019	\$188,107	\$188,107
2020	\$191,870	\$191,870
2021	\$195,707	\$195,707
2022	\$195,707	\$205,587
2023	\$195,707	\$211,657

**Staff Recommendation:** Approve an amendment to Animal Shelter Contract which includes a 5% increase for calendar year 2022 and a 3% increase for calendar year 2023.

**CITY OF HOMER, ALASKA  
ANIMAL CONTROL SERVICES AGREEMENT**

ANIMAL CONTROL SERVICES AGREEMENT dated as of Nov 3rd, \_\_, 2016 is entered into between the City of Homer, an Alaska municipal corporation, and Alaska Mindful Paws, a non-profit organization.

In consideration of the mutual covenants herein, the parties agree as follows:

**1. Services.** Contractor shall operate and manage the Homer Animal Shelter (“Shelter”). The scope of the services that Contractor shall provide under this Agreement is more completely described in Appendix A hereto, which is incorporated herein by reference. Except as this Agreement specifically provides otherwise, Contractor shall be solely responsible for the means, methods and procedures for providing services under this Agreement, and for any error or omission in performing the services. City may require Contractor to perform additional services by written change order; Contractor shall not be entitled to compensation for additional services that are not authorized in advance by a written change order signed by the Administrator describing the additional services and the compensation payable to Contractor therefor.

**2. Parties’ Representatives.** The Chief or Police or designee (Administrator) shall administer this Agreement on behalf of City. At the time this Agreement is executed, Contractor shall designate by written notice to the Administrator, the name, telephone number and email address of the person who will be Contractor’s representative, and thereafter shall notify the Administrator promptly in writing of any change in the name or contact information of Contractor’s representative.

**3. Compensation.** As compensation for the services that Contractor provides under this Agreement, City shall pay \$179,150 annually. An initial payment of \$29,858 will be paid on or before January 2<sup>nd</sup>, 2017. The remaining amount of \$149,292 will be payable in equal monthly installments of \$13,572 commencing in February 2017. During the second and any subsequent years of the contract, contractor shall be paid in equal monthly installments of \$14,929.17. In addition, City shall pay Contractor \$65.00 per hour for the time when a Contractor employee is called to work outside of the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday at the request of the Homer Police Department. On or before the fifth day of each month, Contractor shall submit to the Administrator a written invoice for services performed during the previous month. Payment of an invoice shall be due two weeks after City’s receipt of the invoice.

**4. Term.** The term of this Agreement commences on January 1<sup>st</sup>, 2017, and expires on December 31<sup>st</sup>, 2018, unless terminated earlier under Section 14, or unless extended as provided in Section 5.

**5. Renewal Option.** The parties may agree to extend the term of this Agreement for not more than two additional three-year periods.

**6. Insurance.**

A. *Required Policies.* Contractor shall procure and maintain at its sole expense, and shall keep in full force and effect throughout the term of this Agreement, the following policies of insurance:

(i) Commercial General Liability Insurance, \$2,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from all operations related to this Agreement. The general aggregate limit shall be \$2,000,000.

(ii) Commercial Automobile Liability Insurance, \$2,000,000 combined single limit per accident for bodily injury and property damage.

(iii) Worker's Compensation and Employers Liability. Worker's Compensation shall be statutory as required by the State of Alaska. Employers Liability shall be endorsed to the following minimum limits: (i) bodily injury by accident--\$1,000,000 each accident; and (ii) bodily injury by disease--\$1,000,000 each employee, \$1,000,000 policy limit.

B. *Other Insurance Provisions.* The policies are to contain, or be endorsed to contain, the following provisions:

(i) Commercial General Liability and Automobile Liability:

(a) City, its officers, officials, employees and volunteers are to be covered as additional insureds. The coverage shall contain no special limitation on the scope of protection afforded to City, its officers, officials, employees and volunteers.

(b) Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of Contractor's insurance and shall not contribute to it.

(c) Contractor's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from services performed by Contractor for City.

(ii) Worker's Compensation and Employer's Liability. Contractor's insurer shall agree to waive all rights of subrogation against City, its officers, officials, employees and volunteers for losses arising from services performed by Contractor for City.

C. *All Insurance.* Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given by the insurer to City by certified mail, return receipt requested.

D. *Acceptability of Insurers.* Insurance is to be placed with insurers qualified to do business in Alaska having a Best's rating of no less than A-: VII.

E. *Verification of Coverage.* Contractor shall furnish City with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this section. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be on forms which meet industry standard. City reserves the right to require complete, certified copies of all required insurance policies at any time.

7. **Hold Harmless and Indemnity.** Contractor shall hold harmless, defend, and indemnify the City and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind caused by death or injury to persons or loss or damage to property from any cause:

A. Arising out of or in the course of Contractor's performance of services under this Agreement; or

B. Arising out of any breach by Contractor of any term or condition of this

Agreement.

**8. Vehicles.** Contractor at its own expense shall provide all vehicles that are required to perform services under this Agreement. Contractor shall provide signage with the words "Animal Control" on all vehicles that Contractor uses to provide services under this Agreement. Contractor shall be responsible for all costs associated with such vehicles, including fuel and maintenance.

**9. Homer Animal Shelter.**

A. All land, buildings, improvements and permanent equipment that presently comprise the Shelter, and any new land, buildings, improvements and permanent equipment which may be added to the Shelter, shall remain or become the property of the City. Contractor shall pay the cost of repairing or replacing losses or damage to Shelter buildings, improvements and permanent equipment caused by the negligence, recklessness, or intentional misconduct of Contractor or its employees.

B. Upon the prior written request of the Administrator, Contractor may fund the construction or acquisition of equipment or improvements to the Shelter, and be reimbursed for the cost thereof on a schedule agreed upon between City and Contractor. Upon reimbursement by the City in full, the equipment or improvements shall become the property of City.

C. Contractor and the Administrator shall inventory the expendable supplies that are on hand at the Shelter at the commencement of the term of this Agreement. Contractor may use these supplies during the term of this Agreement, but shall at its own expense shall replenish supplies as they are expended, so that the quantity of expendable supplies at the Shelter at the end of the term of this Agreement is not less than the quantity recorded in the inventory at the commencement of the term of this Agreement.

D. Any donation of real property from any source for use by the Shelter shall be subject to the prior approval of the City Council.

**10. Personnel.**

A. Contractor represents that it has secured or will secure at its own expense all personnel required to perform services under this Agreement. Contractor will provide City with a current list of the names and addresses of all Contractor personnel that are performing services under this Agreement.

B. Contractor or Contractor's employees under Contractor's supervision shall perform all of the services required hereunder. All Contractor personnel providing services hereunder shall be fully trained and qualified to meet the requirements of the Association of Shelter Veterinarians "Guidelines for Standards of Care in Animal Shelters (2010), and shall possess all current licenses, certifications and other authorizations required under federal, state or local laws to perform such services. Contractor shall provide any training of its employees that is required for them to be qualified to provide services under this Agreement, and provide them with any required protection/safety gear as specified by current law or regulations; including OSHA requirements. Contractor shall inspect all work performed by its personnel and ensure that the work meets the standards required by this Agreement. Contractor shall not subcontract any of the services required by this Agreement without the prior written approval of City.

C. Contractor may recruit volunteers to perform services at the Shelter under this Agreement under the supervision of Contractor. Volunteers shall be trained and qualified in the manner required for Contractor employees performing the same services. Each volunteer shall sign the Volunteer Agreement that is attached hereto as Appendix B.

D. No Contractor employee may be under the influence of alcohol or any substance that is unlawful under AS 11.71, or the metabolite of any such substance, while providing services under this Agreement. No Contractor employee may possess alcohol or any substance that is unlawful under AS 11.71 at the Shelter. A Contractor employee or shall submit to a breath test or other testing for presence of alcohol or substances that are unlawful under AS 11.71 at the request of the Administrator if the Administrator or a Homer police officer has a reasonable suspicion that the Contractor employee has consumed or is under the influence of alcohol or a substance that is unlawful under AS 11.71. City may revoke the peace officer status, or require the suspension of termination from work under this Agreement, of a Contractor employee who tests positive for alcohol or a substance that is unlawful under AS 11.71 or refuses to submit to testing.

E. Contractor shall promptly identify all new employees and volunteer hires to the Administrator for the purpose of conducting background checks. The Administrator may require the removal of any Contractor personnel who do not satisfactorily pass a background check.

**11. City Obligations.** City shall provide at its expense for the use of Contractor in providing services under this Agreement the land, buildings, improvements and permanent equipment that comprise the Shelter, maintenance of such buildings, improvements and equipment, and utility service to the Shelter, including water, sewer, electricity, natural gas, trash collection, and telephone and internet service.

**12. Informal Dispute Resolution.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with this Section.

A. If either party (the "Disputing Party") disputes any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, that party shall bring the matter to the attention of the other party at the earliest possible time in order to resolve such dispute.

B. If the dispute is not resolved by Contractor representative and the Administrator within 10 business days, the Disputing Party shall deliver to Contractor's chief executive officer and the City Manager a written statement (a "Dispute Notice") describing the dispute in detail, including any time commitment and any fees or other costs involved.

C. Receipt by the Contractor's chief executive officer and the City Manager of a Dispute Notice shall commence a time period within which the recipients the must exercise their best effort to resolve the dispute. If the respective representatives cannot resolve the dispute within the 10 business days, the parties may assert their rights under this Agreement.

D. Notwithstanding the fact that the parties may be attempting to resolve a dispute in accordance with the informal dispute resolution procedures in this section, the parties shall continue without delay all their respective responsibilities under this Agreement that are not affected by the dispute.

E. Notwithstanding the foregoing, either party may, before or during the exercise of the informal dispute resolution procedures in this section, apply to a court having jurisdiction for any interim relief that is necessary to protect its interests pending completion of such informal dispute resolution procedures. The prevailing party shall recover its reasonable attorney's fees incurred in prosecuting or defending the application

**13. Termination.**

A. *Termination for Default.* Subject to completion of the dispute resolution

procedures set forth in Section 12, if either party materially defaults in the performance of any of its obligations hereunder, the other party may, at its option, terminate this Agreement by providing the defaulting party 10 days' prior written notice of termination, which notice shall identify and describe with specificity the basis for such termination. If, prior to the expiration of such notice period, the defaulting party cures such default to the satisfaction of the non-defaulting party (as evidenced by written notice delivered by the non-defaulting party), termination shall not take place.

B. *Termination Without Cause.* City may terminate this Agreement without cause by providing Contractor at least 30 days' prior written notice of termination.

C. *Consequences of Termination.* Upon termination of this Agreement for whatever reason:

(i) Contractor shall be under no further obligation to provide services hereunder;

(ii) Contractor shall return to City possession of the Shelter and all equipment and supplies that the City has provided, or that are City property, under the terms hereof;

(iii) If City terminates for convenience under Section 13(B), City shall pay Contractor within 30 days of receipt of invoice for all work satisfactorily completed as of the date of termination, for which Contractor has not been paid previously.

(iv) All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.

**14. No Waiver.** No failure to exercise and no delay in exercising, on the part of either party hereto, any right, power or privilege hereunder shall operate as a waiver hereof, except as expressly provided herein. Any waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless and until agreed to in writing by both parties.

**15. Notices.** Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing and shall be addressed as follows:

To City:                      City of Homer  
   Attn: City Manager  
   491 E. Pioneer Avenue  
   Homer, Alaska 99603

To Contractor:

Either party may, at any time, change its notice address for the above purposes by sending a notice to the other party stating the change and setting forth the new address.

**16. Inspections and Access by City.** Contractor will permit City, its agents, employees and contractors to enter all parts of the Shelter, to inspect the same and to enforce or carry out any provision of this Agreement, including without limitation, any access necessary for the making of any repairs which are City's obligation hereunder; provided, however, that, in an



emergency situation, such access shall be at any time upon City's oral request.

**17. Compliance with Laws and Regulations.**

A. Contractor at its own expense will obtain all necessary licenses and permits required to perform under this Agreement, including without limitation qualifying to do business in the State of Alaska, and obtaining a business license from the State of Alaska.

B. Contractor shall comply with all federal, state and local codes, laws, ordinances, regulations and other applicable requirements at no additional cost to City.

**18. Payment of Taxes.** Contractor shall pay all federal, state, and local taxes incurred by Contractor and shall require their payment by any subcontractor or other person in the performance of this Agreement. Satisfactory performance of this section is a condition precedent to payment by AAC under this Agreement.

**19. Captions and Headings.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

**20. No Discrimination.** Contractor shall not discriminate in its operation of the Shelter, performance of services hereunder, or hiring, promoting, disciplining or terminating employees against any person on the basis of the person's race, religion, color, national origin or because of age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

**21. Relationship of Parties.** Contractor and any agents and employees of Contractor act as independent contractors to City and are not officers, employees, agents, partners or joint venturers of City in the performance of this Agreement. Neither party shall have the authority to enter into any agreement purporting to bind the other without the other's specific written authorization.

**22. Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validly; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**23. Parties Interested Herein.** Nothing in this Agreement, express or implied, is intended or shall be construed to give to any person, other than City and Contractor any right, remedy or claim under or by reason of this Agreement. The covenants, stipulations and agreements contained in this Agreement are and shall be for the sole and exclusive benefit of City and Contractor, and their permitted successors and assigns.

**24. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any civil action under this Agreement shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

**25. Assignment; Successors.** Contractor may not assign rights or delegate duties

under this Agreement, or any part of it, or any right to any of the money to be paid under it, except with the written consent of City, which City may grant or withhold at its sole discretion. This Agreement inure to the benefit of and be binding upon City, its successors and assigns, and shall be binding upon Contractor, its successors and assigns and shall inure to the benefit of Contractor and only such assigns of Contractor the assignment of this Agreement to whom City has consented.

26. **Entire Agreement; Amendment.** This Agreement represents the entire and integrated agreement between City and Contractor concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.

27. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CITY OF HOMER**

**CONTRACTOR:**

Katei Koester 11-3-16  
Mary K. Koester, City Manager

Amy Jane  
[Name] 11/3/16  
[Title]

## **APPENDIX A SCOPE OF WORK**

### **I. General**

Contractor shall perform all services, including without limitation operating the Shelter, in accordance with Homer City Code Title 20 and the Association of Shelter Veterinarians "Guidelines for Standards of Care in Animal Shelters" (2010) ("ASV"). Contractor will accept animals delivered to the Shelter from the Administrator and City residents, provided that space is available. The animals will receive safe, humane treatment during their stay and if necessary, their disposal. Contractor will determine which animals are to be destroyed. The Shelter shall be managed in a manner that will encourage adoptions and positive placements of animals, subject to the requirement that the Contractor maintain available space to comply with the requirements of Title 20 of the Homer City Code. Contractor shall not accept wild animals at the Shelter.

Contractor shall establish comprehensive written policies and procedures for proper care and handling of animals based on the ASV that outline what proper care includes and include protocols for animal socialization and enrichment.

### **II. Management and Operation of the Shelter**

The Shelter shall provide care and shelter for the animals that occupy the Shelter 24 hours a day, seven days a week. The Shelter shall be open to the public and the Contractor shall provide telephone inquiry response to the public during at least the hours from 12:00 to 5:00 p.m. Tuesday through Saturday excluding holidays, plus at least two hours after 5:00 p.m. on at least one weekday. Any change in Contractor operating hours shall be subject to the prior approval of the Administrator of any anticipated changes in operational hours. Contractor shall schedule the provision of animal care at the Shelter at Contractor's discretion, subject to the requirement that animal care at the Shelter meet the standards adopted in this Agreement.

Contractor personnel shall be available to respond to calls and complaints regarding animals during at least the hours from 8:00 a.m. to 7:00 p.m. Monday through Sunday. Contractor shall have sufficient personnel available to respond to calls and complaints without curtailing the hours that the Shelter is open to the public. Calls between 7:00 p.m. and 8:00 a.m. will be directed to the Homer Police Department. Contractor personnel shall be available to respond promptly to call outs requested by the Homer Police Department during the hours from 7:00 p.m. to 8:00 a.m. Monday through Sunday. Contractor shall maintain current 24-hour telephone contact information at Homer Police Department dispatch for Contractor personnel who shall respond to call outs.

At a minimum the Administrator will conduct monthly inspections of the Shelter. The City may inspect the Shelter at any time.

Contractor shall maintain a website or social media page for the Shelter. Any such website or social media page shall be identified clearly as that of Contractor and not of City. Information on the website shall include descriptions of animals that are received and held at the Shelter, and animals at the Shelter that are available for adoption updated no less frequently than every 24 hours. The website also shall display the Shelter fee schedule, and provide space for members of the public to post notices of lost and found animals, and disseminate to pet owners

information about other community resources, including spaying/neutering assistance, veterinary care, animal rescue programs, and pet behavioral assistance.

Contractor and Contractor personnel shall not make any type of personal use of the Shelter or its facilities or equipment. No personal property may be stored on the Shelter premises except for the animal control vehicle owned by Contractor. No one may sleep overnight in the Shelter without the prior approval of the Chief of Police.

### **III. Community Services**

Contractor shall promote good customer service and make efforts to maintain positive public relations, including setting an example for proper animal care and causing the public to view the Shelter as an asset to the community. Contractor shall provide all Shelter visitors with excellent customer service regardless of the reason for the visit.

### **IV. Animal Intake**

Contractor's policies and procedures shall include the documentation required for each animal brought into the Shelter. Contractor shall accept dogs at the Shelter without regard to breed. Contractor shall assess each animal upon its arrival at the Shelter, including scanning with a microchip scanner. Contractor will use its best efforts to identify the owner of each animal received at the Shelter, and promptly notify the owner of the presence of the animal at the Shelter.

### **V. Animal Care and Feeding**

#### **A. Feeding.**

1. Each animal at the Shelter shall be fed twice daily with food that is consistent with its nutritional needs and health status. Each animal's food consumption shall be monitored daily.

2. Fresh clean water shall be accessible to each animal in the Shelter at all times unless withheld for medical reasons.

#### **B. Cleaning.**

1. All fecal material will be scooped and properly disposed of at least twice daily and at other times as necessary.

2. A daily cleaning and sanitation schedule shall be followed for all "in use" kennels, cages, and runs; food and water bowls; cat litter boxes; and gutters, aisles, and floors, with the exception of outside runs when temperatures are below freezing. All kennels, cages, runs and bedding will be sanitized before use by a different animal.

#### **C. Veterinarian Care and Euthanasia.**

1. Contractor shall coordinate the diagnosis, treatment and care of sick animals with a licensed veterinarian, and shall arrange for consultation at the Shelter with a licensed veterinarian at least twice a month.

2. At Contractor's cost, humane treatment will be provided to all animals under its care, including basic first aid and emergency care and performed by personnel licensed by the State of Alaska Veterinary Medical Association.

3. Contractor shall use its best efforts to spay or neuter all age-appropriate animals at or before their adoption.

4. At Contractor's discretion and cost, euthanasia will be conducted using the most modern and humane method available must be conducted by a licensed veterinarian or a person who has been certified as an Animal Euthanasia Technician by the National Animal Control Association. Contractor shall develop and follow a clear protocol on the use of euthanasia that will be subject to approval by the Administrator. The animal must be made comfortable throughout the procedure.

5. Contractor will make reasonable attempts to locate suitable community resources as an alternative to euthanasia, including rehabilitative or training resources, placing animal with a rescue agency or transferring to an animal welfare agency prior to making the decision to euthanize.

D. Supplies. Contractor shall purchase all supplies required for animal care and cleaning at the Shelter (such as animal food, medicine, kitty litter, etc) and all supplies for janitorial cleaning of the building.

E. Behavioral Health. Contractor shall take into consideration the behavioral care of each animal as well as conditions experienced by entire population of animals at the shelter. Animals will be provided regular opportunities for social contact, mental stimulation and physical activities. Protocols will address different standards based on animal's health and behavior assessments. Contractor shall establish enrichment protocols to address mental wellbeing to ensure freedom to express normal behavior and minimize fear and distress. Enrichment will be given the same significance as other components of animal care.

## **VI. Vehicle**

Contractor shall provide at least one dedicated animal control vehicle of sufficient size and capacity and equipped with all on-vehicle equipment necessary to conduct animal control services in a humane, safe and environmentally controlled manner. The vehicle shall be clearly marked with Contractor's name and the words "Animal Control." The vehicle and its markings are subject to approval the Chief of Police. All Contractor personnel who operate the vehicle shall have a valid driver's license. Contractor shall maintain the vehicle in a safe and reliable working condition.

## **VII. Records**

A. Contractor shall acquire and use shelter management software for record keeping in accordance with industry standards. All Shelter records shall be maintained in a manner that facilitates ease of auditing and transfer to Contractor's successor.

B. Contractor shall prepare and maintain each of the following records:

1. An intake record for every animal that enters the Shelter, including all pertinent dates, animal description, final disposition of the animal, and the animal's prior home.

2. An accurate and descriptive cage card for each occupied cage at the shelter.

3. A current record of each volunteer and foster care provider, including the person's training, liability waiver and hours contributed.

C. Contractor shall prepare and submit to the Administrator a monthly report accounting for all shelter receipts and expenses, and stating the number and status of all animals received at the Shelter.

D. Contractor shall prepare and submit to the Administrator a Shelter Standard

Operating Procedures (SOP) Manual within 30 days after the signing of this Agreement. Contractor shall prepare a final SOP incorporating the comments of the Administrator. Draft SOP will be developed within of signing and finalized and approval of Administrator within 60 days after the signing of this Agreement. The SOP shall include comprehensive written policies and procedures for the proper care and handling of animals based on ASV, outline what proper care includes and include protocols for socialization and enrichment. Contractor shall prepare a volunteer training manual and SOP within 90 days after the signing of this Agreement.

### **VIII. Animal Adoptions**

City and Contractor acknowledge that adoptions are an important Shelter service. Contractor shall use its best efforts to identify the owner of each animal that is delivered to the Shelter and return the animal to its owner before the animal is made available for adoption, placement with a rescue organization or transfer to an animal welfare agency. Contractor will use its best efforts to encourage adoptions including working with Homer Animal Friends adoption programs.

### **IX. Fee Collections**

A. Contractor shall collect at the Shelter all fees prescribed under Homer City Code Title 20 as approved by the City Council from time to time. Contractor has no authority to waive or reduce fees unless authorized to do so by the City Council.

B. Contractor shall issue a receipt for each fee that it collects and maintain accurate and current accounting records of all fees that it receives.

C. Contractor shall remit to the City all fees that it collects at least every two weeks, accompanied by an accounting for the fees collected, and a report of all donations of money, supplies and equipment.

D. Contractor shall meet quarterly with the City's Finance Director or designee to review its financial records including fees collected, donations to the Shelter and payments of Shelter expenses.

E. For the purpose of permitting City to verify fees received by Contractor, Contractor shall keep and preserve for at least three years after the expiration of this Agreement a general ledger, receipt and disbursement journals and such supporting documentation together with original or duplicate books and records which shall disclose in detail all information required to permit City to verify Contractor's fee receipts in accordance with generally accepted accounting principles. At any time or from time to time after 24 hours advance notice to Contractor, City, its agents and accountants, may examine or audit such books and records during business hours. If such audit shall disclose a liability for fees collected for any period in excess of the fees remitted by Contractor for such period, Contractor shall promptly pay such liability.

### **X. Animal Control and Code Enforcement**

The Chief of Police may appoint one or more Contractor employees as a peace officer with authority to respond to calls involving animals, investigate complaints regarding animals, and determine an appropriate course of action including impounding of an animal or issuing a citation for a violation of Homer City Code Title 20. The authority of a Contractor employee who has been so appointed shall be limited to the enforcement of Homer City Code Title 20 and

may be limited further by the terms of the written appointment issued by the Chief of Police. A person so appointed may not exercise any broader authority of a police officer. The Chief of Police may revoke such an appointment with or without cause at any time.

**XI. Volunteers**

City and Contactor recognize the importance of volunteers to providing a high-quality Shelter. Contractor may recruit volunteers to enhance the operation of the Shelter in areas including without limitation reception of visiting public, filing, data entry, animal socialization and exercise, photographs, online promotion, website management, janitorial labor, foster care, and rescue organization placement. Contractor shall train and supervise all Shelter volunteers and foster care providers. For each volunteer, Contractor shall maintain training records and obtain a liability waiver.

**XII. Maintenance**

Contractor shall provide janitorial services for the Shelter building and keep sidewalks and doorways at the Shelter premises free of dirt, debris, ice and snow. Contractor and its employees shall abide by reasonable rules that the City establishes for the safe use and occupancy of the Shelter building and will take all reasonable precautions against damage to the Shelter premises.

Initials:

City of Homer:                      Contractor:

Attachments: City Code Title 20, Association of Shelter Veterinarians "Guidelines for Standards of Care in Animal Shelters" (2010).



## **ASSIGNMENT OF CONTRACT OF CITY OF HOMER, ALASKA ANIMAL CONTROL SERVICES AGREEMENT**

This ASSIGNMENT OF CONTRACT OF CITY OF HOMER, ALASKA ANIMAL CONTROL AGREEMENT, hereafter referred to as the 'Assignment' made this 3<sup>rd</sup> day of November 2016 and effective as of January 1, 2020, by and between Alaska Mindful Paws, a non-profit organization whose address is P.O. Box 1488, Homer, Alaska 99603 hereafter referred to as 'Assignor', and Homer Animal Services, LLC. whose address is P.O. Box 15291, Fritz Creek, Alaska 99603 hereafter referred to as 'Assignee', and in consideration of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree:

WHEREAS, Assignor entered into an agreement with the City of Homer, Alaska known as the City of Homer, Alaska Animal Control Services Agreement, included as an attachment to this Assignment, hereafter referred to as the, "Contract";

WHEREAS, The Contract was entered into November 3, 2016 with a termination date of December 2018. Pursuant to a Contract Renewal and Amendment effective January 1, 2019 the Contract now has an expiration date of December 31, 2023;

WHEREAS, Assignor wishes to assign all of its rights and obligations under the Contract to Assignee and Assignee wishes to accept the assignment of all obligations, responsibilities and duties under the Contract; and

WHEREAS, The Contract requires the prior written consent of the City of Homer to any assignment of any rights or duties under the Contract;

NOW THEREFORE, Assignor and Assignee agree as follows:

1. Assignor and Assignee, subject to and contingent upon, the prior written consent of the City of Homer, hereby agree that the Assignor shall assign all its right, title, and interest, and delegate all its obligations responsibilities and duties, in and to the Contract, to Assignee.
2. Assignee hereby accepts the assignment of all of Assignors obligations responsibilities and duties under the Contract and all of Assignors right, title and interest in and to the Contract.
3. Assignee shall hold harmless, defend, and indemnify the City and its officers and employees from and against any and all damages, losses, claims, lawsuits, or liability, including attorney's fees and costs, of every kind caused by death or injury to persons or loss or damage to property from any cause resulting from Assignors performance before the assignment and Assignees performance after assignment of the Contract.
4. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska. Any civil action under this Assignment shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

5. Every other provision of the City of Homer, Alaska Animal Control Services Agreement remains in full force and effect. Assignor will be under Contract until December 31, 2019 with the Assignee assuming the Contract January 1, 2020.

6. This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the dates shown, effective January 1, 2020.

ALASKA MINDFUL PAWS, non-profit organization

By: Jillian Rogers  
Its Director

STATE OF ALASKA                    )  
  ) ss.  
THIRD JUDICIAL DISTRICT        )

THIS IS TO CERTIFY that on this 12<sup>th</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jillian Rogers, known to me to be the individual named in and who executed the foregoing document and they acknowledged to me that being duly authorized to do so they executed the foregoing document as the free and voluntary act and deed of Director, for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.

Bobbie R Krause  
Notary Public in and for Alaska  
My Commission Expires: 08/06/23

HOMER ANIMAL SERVICES LLC.

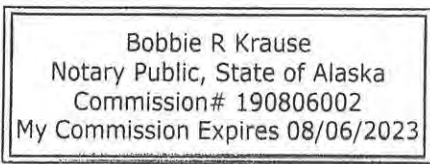
By: Jillian Rog  
Its owner/operator

Bobbie R Krause  
Notary Public, State of Alaska  
Commission# 190806002  
My Commission Expires 08/06/2023

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 12<sup>th</sup> day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Jillian Rogers, known to me to be the individual named in and who executed the foregoing document and they acknowledged to me that being duly authorized to do so they executed the foregoing document as the free and voluntary act and deed of Owner/operator for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.



Bobbie R Krause  
Notary Public in and for Alaska  
My Commission Expires: 08/06/23

The City of Homer, Alaska consents to this assignment of the City of Homer, Alaska Animal Control Services Agreement from Alaska Mindful Paws, a non-profit organization, to Homer Animal Services, LLC. this 16 day of December, 2019.

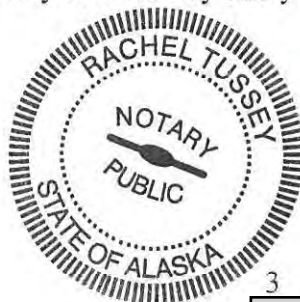
CITY OF HOMER

By: Katie Koester  
Katie Koester  
Its: City Manager

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) ss.

THIS IS TO CERTIFY that on this 16 day of December, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Katie Koester, known to me to be the City Manager of the City of Homer, and she acknowledged to me that she was authorized to execute the foregoing document by authority granted her by the City of Homer for the uses and purposes therein set forth.

WITNESS my hand and notary seal the day and year first hereinabove written.



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

## **CONTRACT RENEWAL AND AMENDMENT**

THIS CONTRACT RENEWAL AND AMENDMENT is made and entered into effective as of this 1<sup>st</sup> day of January, 2019, between the CITY OF HOMER, an Alaska municipal corporation ("City"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and ALASKA MINDFUL PAWS, a non-profit organized under the laws of the State of Alaska ("Contractor"), whose address is 3577 Heath Street, Homer, Alaska 99603, and affects the Animal Control Services Agreement entered into between the City and Contractor on November 3<sup>rd</sup>, 2016 under Resolution 16-104.

This agreement is for professional services for the operation and management of the Homer Animal Shelter. The contractor's primary contact person for purposes of this agreement is Jillian Rogers. The City's primary contact for purposes of this agreement is the Chief of Police or the Chief's Police Department Designee.

### **1. Renewal**

Contractor, with the City's approval per Resolution 18-072, passed on September 10, 2018, has exercised its renewal option under the Contract. This five (5) year renewal term of the Contract shall commence as of January 1, 2019, and end on December 31, 2023, with a 9% incremental increase over the first three years and no increases for the last two years as follows:

<b>Year</b>	<b>Amount</b>
2019	\$188, 107
2020	\$191, 870
2021	\$195, 707
2022	\$195, 707
2023	\$195, 707

### **2. Contract Remains in Effect**

Every other provision of the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract Renewal and Amendment as of the date first set forth above.

**CITY OF HOMER**

**ALASKA MINDFUL PAWS**

By: Katie Koester

Katie Koester, City Manager

By: Jillian Rogers

Jillian Rogers, Executive Director

**ACKNOWLEDGMENTS**

STATE OF ALASKA )  
 ) §  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on this 24<sup>th</sup> day of January, 2019, by Katie Koester, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

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

Bobbie R Krause  
Notary Public in and for Alaska

My Commission Expires: 08/06/19

STATE OF ALASKA )  
 ) §  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me on 24<sup>th</sup> day of January, 2019, by Jillian Rogers, Executive Director of Alaska Mindful Paws, a non-profit organized under the laws of the State of Alaska, on behalf of Alaska Mindful Paws.

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

Bobbie R Krause  
Notary Public in and for Alaska

My Commission Expires: 08/06/19

**CITY OF HOMER  
HOMER, ALASKA**

City Manager  
Public Works Director

**RESOLUTION 21-089**

A RESOLUTION OF THE CITY COUNCIL OF HOMER ALASKA  
AWARDING A CONTRACT FOR THE TASMANIA COURT WATER AND  
SEWER MAIN CONSTRUCTION PROJECTS TO EAST ROAD  
SERVICES, INC, OF HOMER, ALASKA IN THE AMOUNT OF \$688,094  
AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND  
EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Invitation to Bid for the  
Tasmania Court Water Improvement Project was advertised the Homer News on July 8 and 15,  
2021 and the Peninsula Clarion July 12, 2021 and re-advertised in the Homer News in  
conjunction with the Tasmania Court Sewer Improvement Project on October 28 and  
November 4, 2021 and in the Peninsula Clarion on October 31, 2021 sent to two in-state plans  
rooms, and posted on the City of Homer website; and

WHEREAS, Bids were due November 30, 2021 and three bids were received; and

WHEREAS, East Road Services was found to be the lowest responsive and responsible  
bidder; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, awards the  
contract for the Tasmania Court Water and Sewer Main Extension Projects to East Road  
Services, Inc. of Homer, Alaska in the amount of \$688,094 for both projects, and authorizes the  
City Manager to negotiate and execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 13th day of December, 2021.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: HAWSP \$688,094





## MEMORANDUM 21-216

To: City Council

Through: Rob Dumouchel, City Manager

From: Janette Keiser, PE, Public Works Director

Date: November 30, 2021

Subject: **Award of Construction Contract for  
Tasmania Court Water and Sewer Main Extensions Projects**

---

**Issue:** The purpose of this memorandum is to recommend award of a contract to East Road Services Inc.

**Background:** On November 30, bids were received for the above referenced projects. Competitive bidding was completed in accordance with the City's procurement regulations. The Water Main Project was bid first and then, when the design was finished for the Sewer Main Project, bids for the two projects were combined into one Consolidated Bid Form. That being said, the water and sewer projects will be administered separately, because they are financed by separate ADEC loans.

Three responsive bids were received:

- |                               |            |
|-------------------------------|------------|
| a. Scott's Heating & Plumbing | \$ 988,122 |
| b. Dirtworks, Inc.            | \$ 950,543 |
| c. East Road Services, Inc.   | \$ 688,094 |
| d. Engineer's Estimate        | \$ 646,385 |

East Road Services, Inc. is a well-known local firm that has the experience and resources to satisfactorily complete the work.



<b>Budget:</b>	<b>Water</b>	<b>Sewer</b>	<b>Water Betterment</b>	
Council Appropriation	\$ 234,105 <sup>1 2</sup>	\$ 287,692 <sup>3 4</sup>	\$88,569 <sup>5</sup>	= \$610,366
Costs to date:				
• Design Survey	\$ 2,800	\$ 980		
• Design	\$ 11,000	\$ 9,660	\$4,360	
• HDPE Pipe Materials	<u>\$ 21,871</u>	<u>\$ 0</u>	<u>          </u>	
• Total Expended to Date	\$ 35,671	\$ 10,640	\$4,360	= <u>\$ 50,671</u>
Remaining appropriation				\$559,695
Projected Cost to Complete:				
• Construction Bid		\$ 688,094		
• Inspection		<u>\$ 10,000</u>		
• Total Cost to Complete		\$ 698,094		
• Remaining appropriation		<u>\$ 559,695</u>		
Appropriation needed to complete project		\$ 138,399		
Total Project Cost = \$698,094 + \$50,671				
		\$748,765		
• Cost to Design & Construct Betterment (12" Main)		<u>\$ 67,366</u>		
• Cost to Design & Construct everything else		\$681,399		
• Less: ADEC Loan Subsidy <sup>6</sup>		<u>\$122,822</u>		
• Net Cost to Design & Construct everything else		\$558,577		
Property Owner Share	75% of \$ 558,577		\$ 418,932	
City Share	25% of \$ 562,177		\$ 139,644	

ADEC loan application = \$277,090 + \$248,136<sup>7</sup> = \$525,226

**Findings:**

1. There are sufficient funds in the authorized ADEC Loan amounts to cover the property owner financing. \$525,226 covers \$418,932
2. We need \$138,399 in additional Council appropriations to cover the Total Project Cost. (\$748,765 - \$610,366)
3. The projected value of an Equal Share assessment for water and sewer as well as the estimated cost of the on-site work for the sewer service and septic tank de-commissioning,

---

<sup>1</sup> Resolution 20-68 authorized \$234,105 from HAWSP for Tasmania Court Water Project.

<sup>2</sup> Resolution 21-042 authorized ADEC Loan in the amount of \$277,090 for the Tasmania Court Water Project, but failed to increase the appropriation from HAWSP.

<sup>3</sup> Resolution 21-045(A) authorizing ADEC Loan in the amount of \$287,692 for the Tasmania Court Sewer Project.

<sup>4</sup> Ordinance 21-34 authorizing \$287,692 from HAWSP for Tasmania Court Sewer Project

<sup>5</sup> Ordinance 21-11 authorizing \$88,569 for water betterment

<sup>6</sup> Principal Forgiveness Subsidy accepted by City Council in 203 on 21-023.

<sup>7</sup> Loan Application date 6-18-21

was \$30,467. The price, for the same scope of work, as-bid, is projected to be \$34,311, all of which can be financed through the ADEC loan. The increase is 14.5%

**Recommendations:**

1. That the City Council pass a resolution awarding the construction contract for the Tasmania Water Main and Sewer Main Extension Projects to East Road Services in the amount of \$688,094 and authorize the City Manager to execute all appropriate documents necessary to complete this project.
2. That the City Council pass legislation increasing the appropriation for the Tasmania Court Water Main and Sewer Main Extension Projects in the amount of \$138,399, to be apportioned for purposes of accounting for the ADEC loan, between the water and sewer accounts as actual costs are determined.

**Tasmania Ct Water Main Bid Tabulation**

Bid Date:11/30/2021

Item No	Bid Item	Unit	Quantity	Engineer's Unit Bid Price	Engineer's Total Bid Price	Dirtworks Unit Bid Price	Dirtworks Total Bid Price	East Road Services Unit Bid Price	East Road Services Total Bid Price	Scott's Unit Bid Price	Scott's Total Bid Price
<b>Scope A</b>											
1	Mobilization/Demobilization (entire project)	LS	1	\$ 56,500.00	\$ 56,500.00	\$ 95,000.00	\$ 95,000.00	\$ 15,000.00	\$ 15,000.00	\$ 120,444.00	\$ 120,444.00
2	Install 8" HDPE SDR11 Water Pipe	LF	940	\$ 20.00	\$ 18,800.00	\$ 105.00	\$ 98,700.00	\$ 80.00	\$ 75,200.00	\$ 50.00	\$ 47,000.00
3	Furnish & Install 8" Gate Valve	EA	3	\$ 4,000.00	\$ 12,000.00	\$ 2,500.00	\$ 7,500.00	\$ 3,000.00	\$ 9,000.00	\$ 10,000.00	\$ 30,000.00
4	Furnish & Install Single Pumper Hydrant	EA	3	\$ 9,000.00	\$ 27,000.00	\$ 10,500.00	\$ 31,500.00	\$ 8,500.00	\$ 25,500.00	\$ 6,000.00	\$ 18,000.00
5	Furnish & Install 1" Water Service Connection	EA	11	\$ 3,000.00	\$ 33,000.00	\$ 4,500.00	\$ 49,500.00	\$ 5,500.00	\$ 60,500.00	\$ 2,500.00	\$ 27,500.00
6	Excavate & Backfill Structural Trench Section	LF	593	\$ 50.00	\$ 29,650.00	\$ 89.00	\$ 52,777.00	\$ 25.00	\$ 14,825.00	\$ 120.00	\$ 71,160.00
7	Excavate & Backfill Non-Structural Trench Section	LF	752	\$ 40.00	\$ 30,080.00	\$ 45.00	\$ 33,840.00	\$ 15.00	\$ 11,280.00	\$ 100.00	\$ 75,200.00
8	Construction Survey (entire project)	LS	1	\$ 11,000.00	\$ 11,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 21,120.00	\$ 21,120.00
9	SWPPP Implementation (entire project)	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 20,000.00	\$ 20,000.00	\$ 30,000.00	\$ 30,000.00	\$ 12,000.00	\$ 12,000.00
10	Traffic Control (entire project)	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 72,000.00	\$ 72,000.00	\$ 5,000.00	\$ 5,000.00
11	Furnish & Install Geotextile Fabric	SY	600	NA		\$ 4.00	\$ 2,400.00	\$ 4.00	\$ 2,400.00	\$ 5.00	\$ 3,000.00
12	Furnish & Install 12" HDPE SDR11 Water Pipe	LF	562	\$ 35.00	\$ 19,670.00	\$ 165.00	\$ 92,730.00	\$ 70.00	\$ 39,340.00	\$ 100.00	\$ 56,200.00
13	Furnish & Install 12" Gate Valve	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 6,126.00	\$ 6,126.00	\$ 15,000.00	\$ 15,000.00
14	Furnish & Install ARV Manhole	EA	1	\$ 12,000.00	\$ 12,000.00	\$ 9,500.00	\$ 9,500.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00
15	Furnish & Install ARV Assembly	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 6,400.00	\$ 6,400.00	\$ 6,000.00	\$ 6,000.00
<b>Scope B1</b>											
1	Furnish & Install 8" DIP Class 50 Sewer Pipe	LF	1276	\$ 100.00	\$ 127,600.00	\$ 115.00	\$ 146,740.00	\$ 78.00	\$ 99,528.00	\$ 80.00	\$ 102,080.00
2	Furnish & Install 16" HDPE SDR11 Casing	LF	49	\$ 150.00	\$ 7,350.00	\$ 250.00	\$ 12,250.00	\$ 125.00	\$ 6,125.00	\$ 98.00	\$ 4,802.00
3	Furnish & Install Sewer Manhole	EA	2	\$ 18,000.00	\$ 36,000.00	\$ 8,500.00	\$ 17,000.00	\$ 8,500.00	\$ 17,000.00	\$ 21,500.00	\$ 43,000.00
4	Furnish & Install Cleanout	EA	3	\$ 5,000.00	\$ 15,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,000.00	\$ 6,000.00	\$ 1,000.00	\$ 3,000.00
5	Furnish & Install Sanitary Sewer Service	EA	9	\$ 3,000.00	\$ 27,000.00	\$ 4,800.00	\$ 43,200.00	\$ 4,500.00	\$ 40,500.00	\$ 3,600.00	\$ 32,400.00
6	Furnish & Install Pressurized Sewer Service	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 6,500.00	\$ 13,000.00	\$ 4,500.00	\$ 9,000.00	\$ 4,000.00	\$ 8,000.00
7	Excavate & Backfill Structural Trench Section	LF	869	\$ 50.00	\$ 43,450.00	\$ 58.00	\$ 50,402.00	\$ 25.00	\$ 21,725.00	\$ 120.00	\$ 104,280.00
8	Excavate & Backfill Non-Structural Trench Section	LF	723	\$ 40.00	\$ 28,920.00	\$ 48.00	\$ 34,704.00	\$ 15.00	\$ 10,845.00	\$ 100.00	\$ 72,300.00
9	Furnish & Install 2" Thick Insulation	BOARD FOOT	48	\$ 5.00	\$ 240.00	\$ 25.00	\$ 1,200.00	\$ 12.50	\$ 600.00	\$ 6.25	\$ 300.00
<b>Scope B2</b>											
1	Furnish & Install E-One DH071 Grinder Pump	EA	2	\$ 13,000.00	\$ 26,000.00	\$ 18,000.00	\$ 36,000.00	\$ 12,500.00	\$ 25,000.00	\$ 16,018.00	\$ 32,036.00
2	Furnish & Install 1.25" HDPE SDR11 Sewer Service Pipe	LF	300	\$ 30.00	\$ 9,000.00	\$ 55.00	\$ 16,500.00	\$ 35.00	\$ 10,500.00	\$ 16.00	\$ 4,800.00
3	Excavate & Backfill Asphalt Pavement Trench Section	LF	20	\$ 100.00	\$ 2,000.00	\$ 200.00	\$ 4,000.00	\$ 25.00	\$ 500.00	\$ 250.00	\$ 5,000.00
4	Excavate & Backfill Non-Structural Trench Section	LF	280	\$ 40.00	\$ 11,200.00	\$ 45.00	\$ 12,600.00	\$ 15.00	\$ 4,200.00	\$ 50.00	\$ 14,000.00
5	Remove & Dispose of Existing Septic Tank	EA	7	\$ 3,000.00	\$ 21,000.00	\$ 3,000.00	\$ 21,000.00	\$ 4,500.00	\$ 31,500.00	\$ 3,500.00	\$ 24,500.00

Totals				
	Engineer's Estimate	Dirtworks	East Road Services	Scott's Heating & Plumbing
Scope A Total	\$ 292,700.00	\$ 534,447.00	\$ 405,071.00	\$ 537,624.00
Scope B1 Total	\$ 293,560.00	\$ 325,996.00	\$ 211,323.00	\$ 370,162.00
Scope B2 Total	\$ 69,200.00	\$ 90,100.00	\$ 71,700.00	\$ 80,336.00
Scope B Total	\$ 362,760.00	\$ 416,096.00	\$ 283,023.00	\$ 450,498.00
<b>Grand Total</b>	<b>\$ 655,460.00</b>	<b>\$ 950,543.00</b>	<b>\$ 688,094.00</b>	<b>\$ 988,122.00</b>

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

3 City Manager/Port Director

4 **RESOLUTION 21-090**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
7 AWARDING THE CONTRACT FOR THE OPERATION AND  
8 MAINTENANCE OF THE PORT & HARBOR FISH GRINDER FACILITY  
9 TO THE ALASKAN FISH FACTORY OF HOMER, ALASKA IN THE  
10 AMOUNT OF \$38 PER MAN HOUR, AND AUTHORIZING THE CITY  
11 MANAGER TO NEGOTIATE AND EXECUTE THE APPROPRIATE  
12 DOCUMENTS.

13  
14 WHEREAS, In accordance with the Procurement Policy the Request for Proposals was  
15 advertised in the Homer News on October 28 and November 4 , 2021, sent to two in-state plans  
16 rooms, and posted on the City of Homer website; and

17  
18 WHEREAS, Proposals were due by December 2, 2021 and one proposal was received;  
19 and

20  
21 WHEREAS, The Alaskan Fish Factory's proposal was found to be responsive and  
22 proposes an hourly rate of \$38 per man hour; and

23  
24 WHEREAS, The Alaskan Fish Factory has been responsible for the successful operation  
25 of the City's fish grinder facility in the past and city staff recommend a continued partnership  
26 and award of contract.

27  
28 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council awards the contract  
29 for the Operation and Maintenance of the Port & Harbor Fish Grinding Facility to the firm of The  
30 Alaskan Fish Factory of Homer, Alaska in the amount of \$38 per man hour and authorizes the  
31 City Manager to negotiate and execute the appropriate documents.

32  
33 PASSED AND ADOPTED by the Homer City Council on this 13<sup>th</sup> day of December, 2021.

34  
35 CITY OF HOMER

36  
37 \_\_\_\_\_  
38 KEN CASTNER, MAYOR

39 ATTEST:

40  
41 \_\_\_\_\_  
42 MELISSA JACOBSEN, MMC, CITY CLERK

43  
44 Fiscal Note: Port and Harbor- Fish Grinder: Equipment Maintenance 400-0606-5208



# 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 21-217

TO: HOMER CITY COUNCIL

THRU: ROB DUMOUCHEL, CITY MANAGER

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: DECEMBER 6, 2021

SUBJECT: AWARDING CONTRACT FOR THE FISH GRINDER OPERATION RFP TO THE ALASKAN FISH FACTORY

---

The Port and Harbor has issued and advertised an RFP for the seasonal operation of the Fish Grinding Facility. The successful proposer would be contracted to operate and maintain the Fish Waste Grinding Facility during sport/commercial fishing seasons, May 1 to October 20, for a consecutive three years, 2022 to 2024.

The request for proposal closed on Thursday, December 2, 2021 at 4:30 pm. One bid was received from Alaskan Fish Factory.

Staff reviewed the single proposal and are in favor of awarding the contract to Alaskan Fish Factory, 800 Fish Dock Road, Homer, Alaska 99603 for the operation and maintenance of the Fish Grinding Facility for CY 2022 to 2024. The Alaskan Fish Factory has been responsible for successful operation of the City's fish grinding facility in the previous years and staff recommend a continued partnership.

### **Recommendation**

Staff recommends City Council award the contract for the operation and maintenance of the Fish Grinding Facility for CY 2022 to end of year, 2024 per the Memorandum of Agreement between the City of Homer and Alaskan Fish Factory for calendar years 2022 to 2024.

Fiscal Note: Port and Harbor – Fish Grinder: Equipment Maintenance 400-0606-5208

Attached: Request for Proposal Requirements for an Operation & Maintenance Contract of the Port & Harbor Fish Grinding Facility  
Winning Bid from Alaskan Fish Factory





Alaska Small Business  
Development Center  

---

UNIVERSITY of ALASKA ANCHORAGE



# HOMER BUSINESS ADVISOR

## FUNDING

CLIFF COCHRAN, MBA  
KENAI PENINSULA CENTER DIRECTOR

# ALASKA SBDC

- What We Provide
  - No-cost, confidential business advising
  - Low-cost business workshops and webinars
  - Business resources and tools



New to the Alaska SBDC?



209

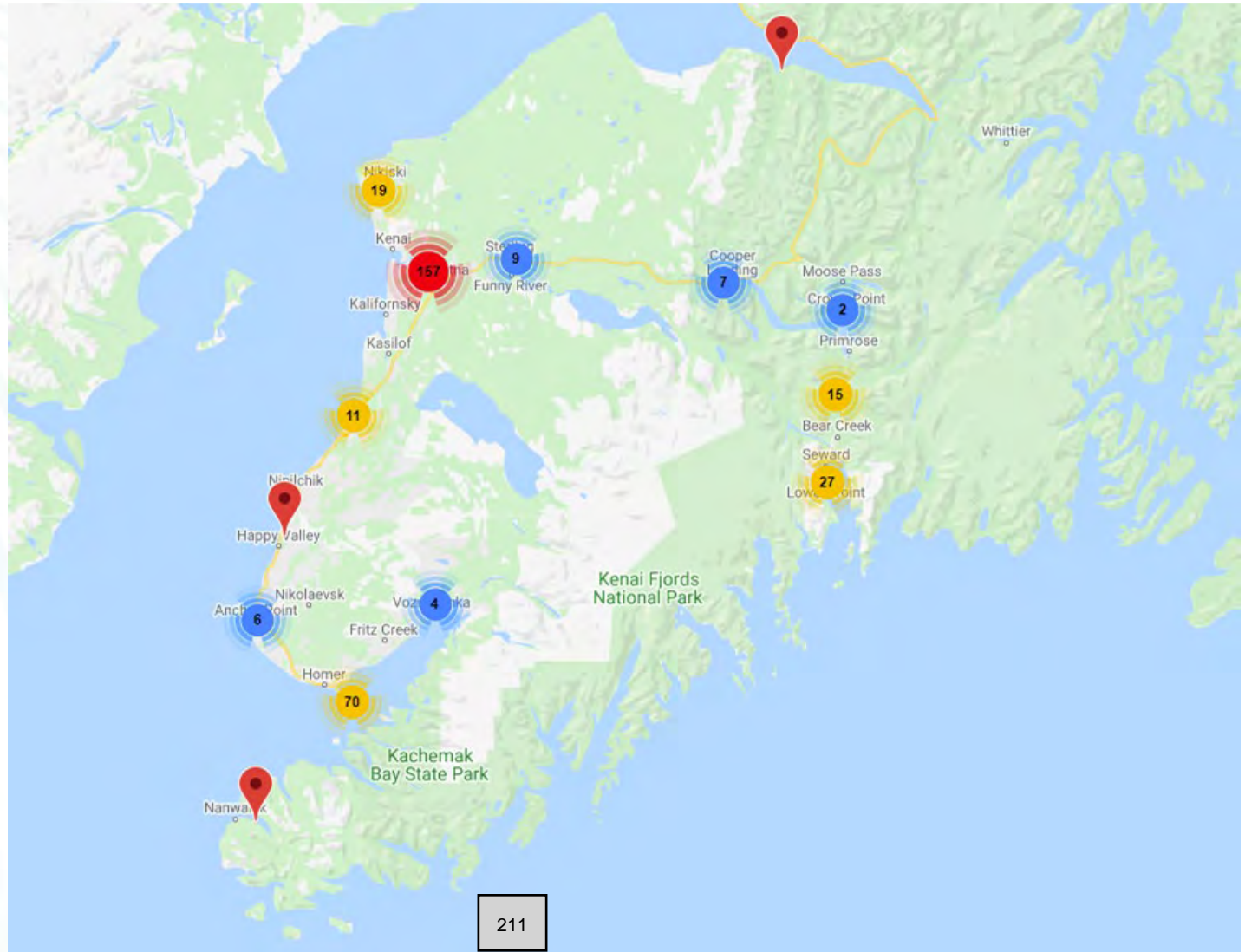




## BUSINESS ADVISING

Topics (Homer Office)	Hours	%
1) Startup Assistance	145.4	29.9
2) Disaster Assistance	140.7	29.0
3) Buy/Sell Business	52.3	10.8
4) Financing/Capital	51.4	10.6
5) Business Planning	35.7	7.3
6) Marketing/Sales	11.3	2.3
7) Accounting/Budgeting	8.5	1.7
8) Legal Issues	7.5	1.5
9) Managing a Business	7.3	1.5
10) Customer Relations	5.8	1.2
■ Total (Jan-Nov 2021)	485.9	100

# BUSINESS ADVISING



# SUCCESS STORY

“We’re so grateful for the guidance SBDC has offered our small business. We’ve had them review our financials regularly to help us see where we’re meeting industry standards, where we can cut back and improve our systems for long-term success. We’re so grateful for the SBDC team and the resources they offer to our state’s small business community.”

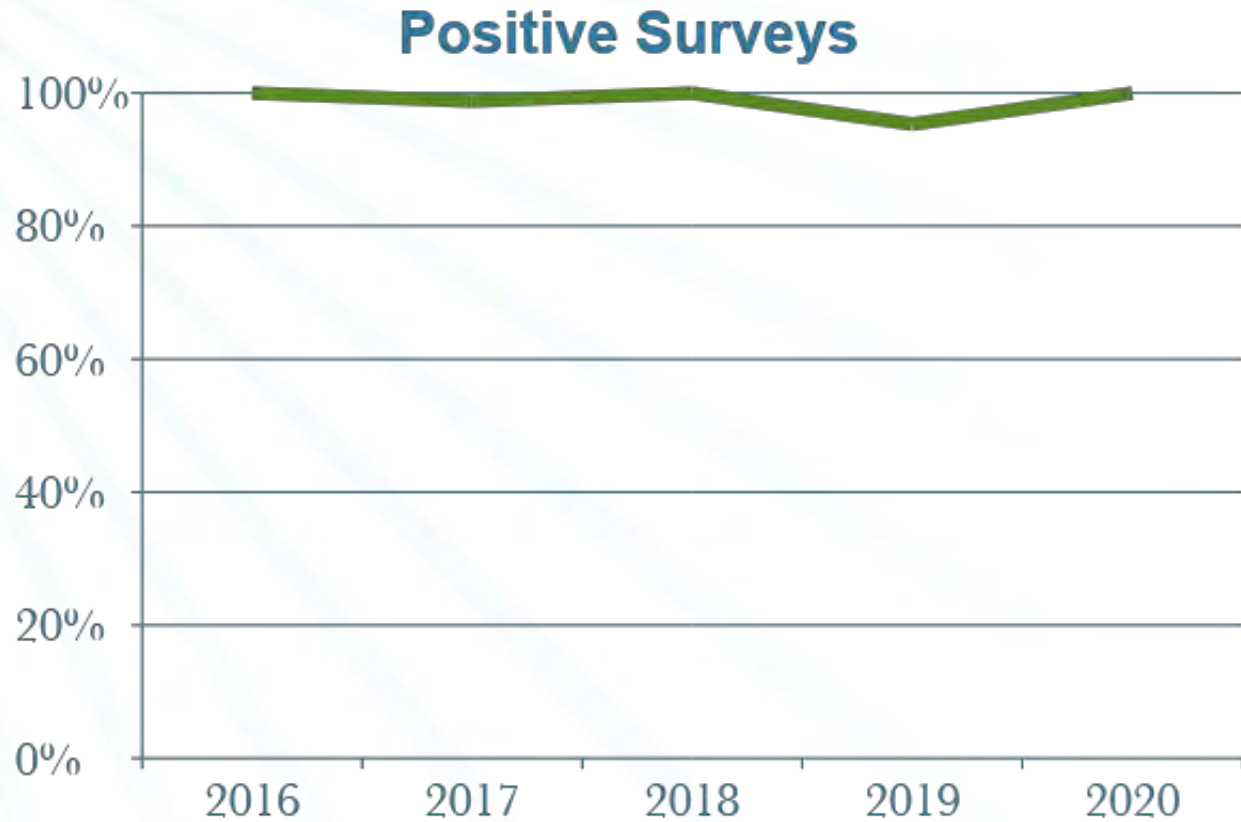
- Emma Teal Laukitis  
Salmon Sisters





# RESULTS

Five-year trend for level of new client satisfaction



## RESULTS

- Alaska SBDC in Homer
  - Without local business advisor (2019/20)
    - 165 hours advising
    - 53 clients served
    - 5 new businesses started
    - \$645,388 capital infusion
  - With current Homer Advisor (2020/21)
    - 513 hours advising
    - 89 clients served
    - 10 new businesses started
    - \$4,468,041 capital infusion



# SBDC BUDGET

- **Sources of Funding**
  - Small Business Administration
  - State of Alaska
  - Private Donations
  - Local Governments
- **Urban Centers**
  - Anchorage Metro, Fairbanks supported by the SBA and the state
- **Rural Centers**
  - Juneau, Soldotna, Seward supported by SBA, state, and local governments

# SBDC BUDGET

- **Current Contracts**
  - City and Borough of Juneau (5 years)
  - Seward City/Chamber of Commerce (3 years)
  - Kenai Peninsula Borough (20+ years)
- **Kenai Peninsula**
  - Center Director position (Central Peninsula)
    - \$100,000 in support from KPB
  - Seward Business Advisor position (FTE)
    - \$50,000 in support from city/chamber
  - Homer Business Advisor position (PTE)
    - \$25,000 in support from city (proposed)



# HOMER BUDGET

- **Expenses: \$62,357**
  - Salary & Benefits: \$55,657
  - Office Lease: \$3,600
  - Office Supplies: \$500
  - Fixed and Administrative: \$2,500
- **Sources of Funding**
  - Alaska SBDC: \$33,757
  - City of Homer: \$25,000
  - Homer Chamber of Commerce: \$3,600

# CLOSING REMARKS

- Karin Marks, Homer EDC Chair



# THANK YOU

Cliff Cochran, MBA  
Kenai Peninsula Center Director  
[cliff.cochran@aksbdc.org](mailto:cliff.cochran@aksbdc.org)  
(907) 260-5643



## Memorandum

TO: Mayor Castner and Homer City Council

THROUGH: Julie Engebretsen, Deputy City Planner and Special Projects Coordinator

FROM: Economic Development Advisory Commission

DATE: November 30, 2021

SUBJECT: 2021 Commission Accomplishments

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The EDC has had a busy and productive year! The EDC provides this annual summary to the Council to celebrate the actions and work by the Commission

- Worked with Kenai Peninsula Economic Development District to update the Kenai Peninsula Community Economic Development Strategy (CEDS). Provided local outreach to businesses about the CEDS surveys, which resulted in more than half of the survey respondents being from Homer.
- Transitioned to staffing from the Planning Department, and worked with staff to increase communication with the Planning Commission.
- Conducted outreach to local businesses about how COVID was impacting their businesses (in early 2021), and reported results to the City Council.
- Increased Commission understanding of the city budget and capital infrastructure projects by working with Public Works Director Kaiser. The EDC is now positioned to provide meaningful input upon request.
- Worked with Corvus Design on the Wayfinding and Streetscapes project, an important step in implementing the priorities from the Business Retention and Expansion survey.
- Updated the EDC's 2021-2022 Strategic Goals, to clearly outline the immediate work tasks of the staff and Commission for the coming year.
- Heard two presentations by the Alaska Small Business Development Center on the services they provide in Homer. The EDC reviewed the value to the business community of having a local advisor and recommended funding for a portion of a half time position for the next three years.



# City of Homer

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

Office of the City Clerk

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## Memorandum

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: PARKS ART RECREATION & CULTURE ADVISORY COMMISSION

THRU: RENEE KRAUSE, MMC, DEPUTY CITY CLERK II

DATE: NOVEMBER 22, 2021

SUBJECT: KACHEMAK CITY PARK FUNDING REQUEST

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### Background:

The PARC Advisory Commission at their regular meeting on October 21, 2021 discussed a request from Kachemak City to provide funding in the amount of \$10,000 towards the completion of Kachemak City Park. This was a reciprocation request as Kachemak City has supported many projects in the City of Homer.

The Commission expressed concerns and acknowledged the following:

- Funding such a request when they cannot afford to maintain their own parks, facilities, and amenities.
- Kachemak City contributions for facilities such as the Hockey Rink and SPARC
- Kachemak City residents do not pay to maintain and operate the City of Homer facilities
- The Kachemak City Park offers amenities not found in Homer
- If an in-kind donation would be acceptable in place of a monetary donation

The Commission made a motion to recommend City Council donate the requested \$10,000 which failed and passed a recommendation that City Council explore in-kind donations to assist Kachemak City completing their park project.

The minutes excerpt on the Commission's discussion is attached for reference.

### Recommendation

City Council approve the recommendation in lieu of the \$10,000 monetary donation requested by Kachemak City that City Council look at exploring in-kind donation opportunities to assist Kachemak City in completing their park project.

A. Kachemak City Park Revitalization Project

Chair Lewis introduced the item by reading of title.

FAIR/LOWNEY MOVED TO DISCUSS THE KACHEMAK CITY PARK REVITALIZATION PROJECT

There was no discussion.

VOTE. NON-OBJECTION. UANIMOUS CONSENT.

Motion carried.

Parks Superintendent Steffy explained that Kachemak City is requesting a donation from the City of Homer and does not have information on where funding would come from. This is basically a reciprocation request since Kachemak City has supported many projects in the City of Homer.

Chair Lewis requested a motion and second.

LOWNEY/FAIR MOVED THAT THE COMMISSION RECOMMENDS THE CITY OF HOMER DONATES \$10,000 TOWARDS THE KACHEMAK CITY PARK REVITALIZATION PROJECT.

Discussion ensued on the funding request and how the city cannot even afford to maintain their own parks facilities and amenities such as replacing picnic tables however there is concern with spending tax payer dollars on non-city parks. Acknowledgement was made on the contributions of the residents of Kachemak City to facilities within city limits, but they also use those facilities and they do not pay to maintain and operate those facilities outside any applicable fees. Commendation was made on the increase of activity and efforts to that Park by Kachemak City but there was a lack of justification for the recommendation of expending those funds requested. The amenities offered by Kachemak City Park provides an option for those residents who live outside the city with young children. If a monetary donation is necessary and can they do an in-kind donation such as equipment and or labor. It was noted that the City funded a large donation of \$180,000 to SPARC and tens of thousands of dollars to fund the Hockey Rink and the Zuboni. This shows a mutual aid, respect and recommend working harder with City Council on this project. This project will be beneficial to both cities young families.

Public Works Director Keiser stated that they would need direction and permission from City Council to be able to use city equipment and operators. She suggested that the Commission express their support for the development of the park and request City Council authorize Public Works to negotiate with Kachemak City to see what is needed and what other needs that the City of Homer may be able to assist them with such as in-kind services that they are needing to contract.

Chair Lewis opened the floor to Mr. Fry to comment.

Mr. Fry responded that he does not view this as a “yours and ours” and he was not able to come up with anything they really need, and it is really more of Kachemak City’s park but he appreciate the Commission’s time.

Further discussion on the following points were:

- Public Works staff is already busy with their responsibilities, and the was little faith that in-kind services would work in this case

Chair Lewis called for a roll call vote.

NO. HARRALD, ARCHIBALD, FAIR, LOWNEY, ROEDL  
YES. LEWIS, GALBRAITH

Motion failed.

Chair Lewis requested a motion to explore in-kind services donation.

LOWNEY/HARRALD MOVED TO RECOMMEND THAT CITY COUNCIL IN LIEU OF THE \$10,000 DONATION TO KACHEMAK CITY FOR THIS PARK LOOK AT THE OPPORTUNITY TO EXPLORE IN-KIND DONATIONS TO ASSIST IN THE PROCESS OF COMPLETING THE PARK.

Discussion ensued on respecting the workload of the City of Homer staff and what is feasible and if there are other ways to provide in-kind services and keep the door open to support the park. It was acknowledged that there are several examples and history of mutual aid agreements and activities and depending on what is needed the City of Homer may be able to assist Kachemak City complete their project. It was agreed that it was not a “your park, our park” situation but that a service area agreement with communities from Ninilchik south should be looked at in the near future.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.





## **Memorandum**

TO: Mayor Castner and Homer City Council  
FROM: Councilmember Aderhold  
DATE: November 21, 2021  
SUBJECT: AML Travel Report

---

I had the privilege to travel to Anchorage to attend the Alaska Municipal League's (AML's) annual meeting in Anchorage. These meetings are valuable opportunities to learn new information that affects municipalities in Alaska and to network with elected officials and city administrators from around the state. I appreciate the opportunity to attend. My notes summarize the sessions I attended. Homer had good representation at the conference and quite often we were able to attend different concurrent sessions.

### **Opening Session**

AML opened with an indigenous land acknowledgement and municipalities were encouraged to develop their own. A land acknowledgement for the Homer City Council has been on my mind for some time and I appreciate the model provided by AML and the Municipality of Anchorage.

Of course, the conference was held in person (with a lot of virtual support) while the Delta variant of the coronavirus pandemic continues to impact the lives of all Alaskans. AML provided strong protocols for attendance. AML Board President Pete Petersen noted that municipalities need to continue to follow the science in helping abate the pandemic. He also shared that independent travelers coming to Alaska have helped bolster Alaska's economy but that municipalities need stable funding in the future.

AML Executive Director Nils Andreassen discussed the need for partnerships to make sure federal relief funds continue to flow to communities in need. CARES Act, the American Recovery Plan Act, and the just passed infrastructure bill are all important funding sources for Alaska municipalities and the state. Partners with AML and municipalities include the National Association of Counties (NACO), National League of Cities (NLC), our federal delegation, the State of Alaska, Rasmussen Foundation, Alaska Federation of Natives, and others.

### **Untold Stories**

Nils passed the mic for municipalities around the state to share a success from the past 20 months of operating during the pandemic. Below are some of the highlights:

- Juneau's budget lost more than \$200 million when cruise ships stopped operating. The city funded \$5 million in projects out of savings.

- Soldotna invested in a buy local program and issued grant funds to restaurants for modifications related to summer outdoor dining.
- Nenana recently constructed a student living center with a US Department of Agriculture loan. The city was able to use federal funds to pay down 90% of that loan and they are almost debt free. They are inviting industry back to the community, including a new saw mill and a solar farm.
- Kotzebue built on partnerships to support their community to operate a homeless shelter. They also partnered with Bering Air on Covid-19 testing when negative tests were required to fly into the community.
- Kodiak relied on its Emergency Service Council that was established following the 1964 earthquake. During the past 20 months Kodiak has experienced three earthquakes and tsunami evacuations in addition to the pandemic. Their Economic Development Task Force became a 501(c)(3) nonprofit, Economic Development Corporation which acquired Portland Loos for the city.
- Nome is highly dependent on tourists and the timing of the pandemic during the middle of the Iditarod was unfortunate. They used CARES Act funds to support Alaska Native artists and carvers who depended on selling their art for their finances.
- Manokotak planned well in 2020 and was minimally impacted by the pandemic. Unfortunately, an outbreak just before school started in 2021 has resulted in 7 deaths in this small village.
- Wrangell constructed a new hospital during the pandemic, on time and on budget. Because foreign workers could not travel to the community, locals worked the canneries and realized just how hard those foreign laborers work.
- Unalaska is proud to have maintained fishery operations during the pandemic and credits their unified command, communications plan, and transparency. They established an isolation site and continue to monitor their wastewater along with testing.
- Point Hope faces pandemic challenges on top of climate change impacts, making life in the village very difficult. On top of that, the cost of shipping has tripled (a \$500 appliance can cost \$2,000 by the time it reaches the village), the village clinic is 45 years old and has no ventilation so they rely on medevac, there is a housing shortage, there were no berries or grayling this year, and the post office is closed.
- Chevak partnered with the village tribe and the Yukon-Kuskokwim Tribal Health Corporation on a strict community lockdown during Covid. CARES Act funds helped hire people to place and deliver grocery orders to houses and dispose of trash. There was no isolation site and multi-generational housing made it difficult to keep from spreading the virus. The local radio station and VHF radios were used to share accurate information about the pandemic and mitigation measures.

### **Alaska Municipal Climate Network**

Carole Triem, Juneau assembly member, and I presented on a group she and I participate in called the Alaska Municipal Climate Network. The group has members from municipalities on the railbelt and in southeast and we collaborate and share experiences on climate change related issues including mitigation and adaptation strategies. The purpose of our presentation was to generate interest from broader regions of the state with the hope of adding climate change to AML policies in the near future.

### **Housing and Homelessness**

The session included presentations from Cook Inlet Housing Authority (CIHA), Alaska Housing Finance Corporation (AHFC), Alaska Coalition on Housing and Homelessness (ACHH), and Alaska Mental Health Trust Authority (AMHTA).

CIHA: "Housing is infrastructure." The infrastructure bill included no funding for housing, but there is funding for housing in the Build Back Better bill.

Anchorage homeless population: 39% white and 38% Native

Non-Anchorage homeless population: 40% white and 44% Native

Housing and Urban Development classifies Alaska into two regions: Anchorage and Balance of State, meaning that all of Alaska except Anchorage is one region.

Veterans and youth are particularly vulnerable to homelessness. 12% of homeless population is 11 years old or less and 5% of the population is 11-18 years old.

35% of homes on the Yukon-Kuskokwim Delta do not have full plumbing. 13% of homes in the Ahtna region are 1-star energy rated.

The per capita income in Anchorage and Juneau is 4 times higher than in bush communities while the cost of living in bush communities is significantly higher.

AHFC: AHFC has run a rent relief program during the pandemic. So far \$174 million has been paid to landlords and utilities. More than 22,000 households and approx. 58,000 people in households have been helped. Homer assistance is coming (\$50 million allocated) and now need approval from the Treasury Department to proceed. New rental units for homeless supportive housing are available and more are needed.

ACHH: ACHH is a continuum of care organization. They team with any organization or agency that works with people who may experience homelessness. They coordinate the point in time count of the homeless population in Alaska which is on January 25.

1. Understand the scope of the issue
2. Local stakeholders and public dialog (system map; what do we have in common?)
3. What is current system capacity and effectiveness?

HUD maintains the Homeless Management Information System which is a national database available to the public to look up information in local communities.

AMHTA:

Along with other aspects of its mission and goals, AMHTA has a history of investing in housing. Stable housing is a social determinant of health. The agency invests in evidence based practices such as Housing First and helping constituents avoid homelessness by providing rental assistance, budget training, and supporting people with vehicles that work. Getting people housed greatly reduces ER visits, allows individuals to work on health overall, and reduces contact with police and EMT.

Additional notes: Domestic violence numbers are rising in Alaska. Air BnB puts pressure on long term housing availability.

### **DCRA Municipal Refresher – Title 29 Jeopardy**

Department of Commerce, Community, and Economic Development (DCCED) Division of Community and Regional Affairs (DCRA) provides local government assistance on Title 29 compliance and personnel and financial management. The advise municipalities on Title 29 and municipal codes.

They update a fully searchable PDF of Title 29 on their website annually based on changes that occurred during the legislative session. The Title 29 PDF can be searched via the table of contents, citations, and subject index.

Title 29 is structured by the organization of municipalities; routine municipal operations; taxation, assessment, and debt; and state assistance.

City responsibilities vary depending on whether they are inside or outside an organized borough. For instance, cities in unorganized boroughs have responsibilities for schools while cities inside organized boroughs do not because the borough has responsibility for schools.

The Jeopardy session was good for learning how to search statutes in Title 29 quickly.

### **Senator Lisa Murkowski Presentation from Washington DC**

Senator Murkowski participated in the signing of the infrastructure bill on the White House lawn on Monday, November 15. She stressed that the bill was bipartisan. She and her staff worked with others on the bill to benefit Alaska. The bill supports urban and rural areas and benefits the nation as a whole. Roads and bridges in the nation have a C- rating and are in poor shape generally. The bill includes funding for roads and bridges in Alaska and on the Alaska Marine Highway system (including funding for a hybrid ferry), broadband, and water and sewer. The bill includes \$75 million for the Denali Commission. A 3-year extension pairing secure rural schools with federal land payments in lieu of taxes (PILT) is still in the works. Funding to states includes formula allocations and competitive awards. Funding will require coordination and cooperation; there is enough to go around and we need to work together. She is still working on a revision to CARES Act to expand uses of the funds and extend the deadline to spend the funds.

### **Rank Choice Voting**

State Division of Elections:

In 2022, Alaska's statewide elections will see some changes since the rank choice voting ballot initiative passed during the 2020 election.

The August primary will be an open primary for the first time in years rather than the Republican ballot being separate with limitations on who could select the Republican ballot. In the open primary, each precinct will have one ballot with all candidates for state and federal offices appearing together. In the primary, voters will select one person for each office. The four candidates receiving the most votes during the primary will advance to the November general election regardless of party affiliation. Candidates for governor and lieutenant governor must run together as a team in the primary. To appear in the general election, a candidate must run in the primary.

The November general election will be conducted by rank choice, which is also sometimes called an instant runoff. Voters rank the candidates for each office by preference. A voter has the option of voting for only one candidate if they do not like others (similarly, a voter can rank two candidates and not vote for others). Voters should not skip columns when ranking candidates (if a voter leaves two columns blank only the state's tabulation system will not continue to the fourth column and only the voter's top choice will be counted). Voters should remember to not vote more than once in a row (candidate) or column (ranking); doing so will void the votes for that race. Ballot scanners will catch these types of overvotes and the voter will have the opportunity to return their spoiled ballot and start over.

On election night only the first choice votes will be reported. State election officials will begin tabulating ranks beginning on November 23 when absentee and mail ballots are required to be received by the state. The candidate

who receives the fewest votes will be dropped and that candidates 2<sup>nd</sup> choice votes will be distributed among the remaining three candidates. If a remaining candidate receives 50% + 1 of the vote that candidate wins. If no candidate receives 50% + 1, the next lowest candidate is dropped and their 3<sup>rd</sup> choice votes are distributed to the remaining two candidates.

Alaskans for Better Elections:

The ballot initiative included a change back to an open primary because Alaska has the highest proportion of nonpartisan voters but had a closed primary that required voters to choose a primary ballot rather than selected the candidates they thought best qualified across party lines.

Rank choice voting is important because US Senators in Alaska have been elected by fewer than 50% of the total vote when there are more than two candidates for the office. Candidates in a rank choice voting system win by a majority rather than a plurality.

The state has purchased new tabulators to accommodate rank choice calculations.

Ranking the top four candidates opens up more competitive races with multiple party and nonpartisan candidates advancing to the general election. Rank choice voting eliminates the spoiler effect of two “similar” candidates pulling votes away from each other and a third candidate winning by default. It also encourages campaigns to engage all voters on all issues and discourages negative campaigning (because you don’t want to alienate another candidate’s voters in case you advance and have an opportunity to receive the other candidate’s 2<sup>nd</sup> or 3<sup>rd</sup> choice votes.

### **Meet the Candidates**

AML sponsored an opportunity for members to hear from two of the three current candidates for governor: Bill Walker and Les Gara. Governor Dunleavy had a conflict and was unable to attend.

### **Ports and Harbors – Coastal Infrastructure**

Whether a community is coastal or interior, All of Alaska depends on ports because most goods enter or leave Alaska via shipping routes.

The State’s municipal harbor grant program is an important funding mechanism to provide maintenance and upkeep to harbors across the state and is needed, in part, because most harbors were originally State of Alaska infrastructure and were transferred to municipalities in a state of disrepair. The grant program is a 50/50 funding match between the state and municipalities for “shovel ready” projects. The harbormasters’ association is asking for \$20 million from the state this year.

Northern Economics conducted a regional ports survey in 2020 as a follow-up to a 2010 survey conducted by the US Army Corps of Engineers. The Northern Economics study focused on public facilities (leaving out private facilities). The study graded ports collectively based on the capacity for future demand (B-), facility condition (B-), operation and maintenance costs (B-), safety (B-), adequacy of funding (C), staff and resources to meet needs (C+), natural disaster preparation (C+), and sustainable practices (B+). The study found that there is a substantial need for port improvements but the funding is not available. The need to invest in the operations and maintenance of ports doubled over the past 10 years.

The Port of Alaska (aka Port of Anchorage) is critical infrastructure for the entire state, exemplified by the fact that 90% of the fuel used in the state comes across the port in Anchorage. The earthquake in 2018 almost caused the port

to fail. Shaking of less than one minute more could have caused major damage and 20% of the pilings in one of the docks failed during the earthquake. Liquefaction of the north extension of the port occurred during the 2018 earthquake and could occur again. The Port of Alaska is critical for statewide commerce, food security, and support of military defenses.

The federal infrastructure bill includes substantial funding for ports and harbors including funding for US Army Corps of Engineers infrastructure priorities for Alaska ports and harbors, General Services Administration/Customs and Border Protection ports of entry, ferry programs (\$1 billion for essential rural ferries, \$250 million for an electric ferry pilot program, and \$342 million for terminals and new ferries), federal aid highway funds, and \$25 million in grants.

### **Federal Infrastructure Package**

Staff for Senator Lisa Murkowski provided an overview of the Infrastructure Bill signed earlier in the week by President Biden. The bill includes billions of dollars for Alaska infrastructure including the rural ferry service grant program that is targeted to Alaska, Alaska highways and bridges, broadband, and water and sewer programs in rural communities. Some funds will flow through agencies with existing programs (such as Federal Highway Administration [FHWA]) and other funds will flow through agencies that need to stand up programs and funding mechanisms. Implementation will take time and patience and will flow out at different rates depending on agency ability. For instance, the Department of Energy needs to hire 200-300 people to implement programs in that agency while FHWA funding may start flowing by next summer. The bill includes funds for Senator Murkowski's Energy Act, mitigation associated with recent large fires, electrical infrastructure to connect rural communities to the grid with transmission lines or to construct their own mini-grids, ports and harbors, and the Denali Commission.

An agency grant symposium is being planned for February at the Denaina Center in Anchorage to provide more details on various programs and methods to apply for grants. Municipalities are encouraged to advise Senator Murkowski's local offices of the funding sources of interest so they can provide assistance as the programs move forward.

### **Annual Meeting**

AML member municipalities held its annual meeting to vote on new board members and officers and policy statements and resolutions. Mayor Castner requested that I vote on behalf of the City of Homer because he had a conflict and could not attend the AML annual meeting.

The meeting began with a roll call of municipalities. It's an impressive list of members, from the largest unified city/boroughs to the smallest villages. Many represented in the room.

The membership voted on one new policy statement and five resolutions.

The policy statement is titled Local Option Law Title 4 and supports maximum local control of alcohol and marijuana licensing in communities actively exercising planning and police powers. The policy statement passed.

Resolution 2022-01 supports State recognition of Federally Recognized Tribes. This resolution passed unanimously!

Resolution 2022-02 commends delegates of the Conference of Young Alaskans and encourages municipalities to consider their resolution packet. There was a motion to amend the resolution water down its recommendations, but based on substantial objection to the amendment, the member who made the motion withdrew it. The resolution passed.

Resolution 2022-03 expressing concern about a Constitutional Convention and taking an active role in educating the public and policy makers about its potential impact and Resolution 2022-04 encouraging the Legislature and State to make adjustments to the Power Cost Equalization program both passed.

Resolution 2022-05 supporting more broadly defining economic development in Title 29 was introduced on the floor and passed.





## Memorandum

TO: Mayor Castner and Homer City Council  
FROM: Councilmember Erickson  
DATE: November 22, 2021  
SUBJECT: AML Travel Report

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Thank you for sending me to the AML Conference. As always it is a great way to understand the working of the State and small community's around this huge land we call home.

I enjoyed meeting and reconnecting to other community leaders within the borough. It is great to see that we are all moving forward looking into the future for our communities and making life better along the journey.

I found the COVID stories very informative and seeing the level of dedication throughout the state in working to make their cities safe and to survive economically. My takeaway was that those communities that were isolated from the road system worked together, even if they didn't always agree. Those communities on the system tended to separate and more contentious in the process. Our Council, Mayor and Staff worked hard to make sure our businesses thrived and are moving forward.

The federal monies that came to the State had specific guidelines and a one size fits all approach. This was stated throughout the different sessions that I attended. So while many needs were met, there were issues that fell through the cracks.

The quote of the week for me was "We have gone through the COVID hunker down and we are now on a COVID sprint".

The are 3 barriers to recovery the economist said.

1. Shipping delays and supply chain breakdowns. (Which could last up to 2 years) 2. Cost of goods increasing 3. Unemployment and loss of employees.

The other communities are having the issues we are having. While it's nice to know we are not alone in the issues, it is a challenge around the state and finding solutions are not appearing to be an easy fix, or quick.

The State has started a partnership with communities called "BuyAlaska.com". This is an Alaskan owned business directory. The goal is to maximize the money to stay with in Alaska as Alaskans buy Alaskan made products.

I also went to the Childcare and Early Learning session. The presenters talked about possible funding coming from the federal government, and the guidelines that would have to be met. While there are some good "ideas", the implementation of the regulations would take a couple of years.

Threadalaska.org is having a summit on the economic impact of early care and learning, virtually on December 9, 2021 . It is from 8:30am to 12:30 pm. You will need to register by Dec. 7th. This organization has direct services for families and childcare programs.

I attended the Homelessness in Alaska session. There is nothing in the infrastructure bill for housing. There are 2 regions in Homelessness. Anchorage and everything but Anchorage. While we can look at people outside on the streets, there are many reasons people are homeless and it is a much larger group.

The takeaway is that this is a huge problem, overwhelming problem, and we can not be Reactive. We need to be proactive. Understand the scope of the issue. Have local stakeholders and public dialogue, and know what the current system capacity and effectiveness is. When choosing strategies, make sure that it is Data driven, demonstrates equitable success, clearly define the desired outcomes and robustly vetted within the community and local stakeholders.

We also had a debate with Les Gara & Bill Walker. Heard from Lisa Murkowski via zoom. It was also nice to see Katie Koester.

Sincerely,  
Shelly Erickson

To  
Mayor Castner  
City Council Members  
City of Homer, Alaska

December 1, 2021

As the City Of Homer representative on the Board of the Prince William Sound Regional Citizens Advisory Council it is my responsibility to keep you all informed on issues dealing with the Valdez Marine Terminal and associated tankers.

Some of these tankers transport Alaska North Slope Crude Oil up Cook Inlet to the refinery at Nikiski. On many transits these tankers anchor in Kachemak Bay waiting for berth availability. For this reason PWSRCAC has concerns on the C-Plans for these tankers as they represent certain hazards to the local environment.

The roll of The Alaska Department of Environmental Conservation is to provide the utmost of insurance that the citizens of our area and Alaskans will not have to endure the effects of a major oil spill.

PWSRCAC Staff are reviewing the proposed Oil Spill Prevention and Response Regulations published for public comment by ADEC. We hope to have completed comments soon and will forward all new concerns.

The following concerns are worthy of discussion at this time and comments to ADEC through public Comment process.

Please feel free to reach out to me or staff at PWSRCAC to help with any questions you may have.

Regards,  
Robert Archibald  
Representing The City Of Homer  
Prince William Sound Regional Citizens Advisory Council  
(907) 299-0852

To  
Mayor Castner  
Homer City Council

December 1, 2021

## **Concerns with ADEC Proposed Changes to Oil Spill Prevention and Response Regulations**

Greetings,

The Prince William Sound Regional Citizens Advisory Council staff have been working through the [regulatory reform package posted](#) by the Alaska Department of Environmental Conservation (ADEC) for public comment. We know city councils consider and approve public comments at their public meetings. To try to accommodate your schedules, we are providing this email noting PWSRCAC's top concerns with the proposed changes.

Our review has noted a number of positive changes proposed including increased clarity within regulations, combination of redundant sections, and use of technology in the interest of modernizing workflow. It appears that ADEC clearly heard the message from stakeholders, like The City of Homer, that reductions in oil spill prevention and response should not result from this regulatory reform effort. However, we have identified **three areas of concern** where more clarity is needed to ensure nothing is lost or diminished.

PWSRCAC is in the process of asking ADEC for clarification on a few issues, researching information connected to proposed changes, and working towards our own comments for submission by the January 31, 2022 deadline. More information will be forthcoming and we will provide additional updates in December and January for consideration.

### **Top concerns:**

#1: There are proposed changes to regulatory language that have the **potential to reduce the number of oil spill drills and exercises required** to be conducted by larger plan holders, such as the Valdez Marine Terminal and associated shippers. These drills and exercises are a key piece of a robust prevention and response system, ensuring rapid deployment of resources for effective containment and cleanup should a spill occur and supporting safety for responders by allowing them to practice response activities in a safe environment.

- **Concern:** While PWSRCAC is currently asking for clarification from ADEC regarding changes to oil spill drills and exercise requirements,\* the confusing

nature of the proposed language is concerning. If unclear language is approved in the regulations it could lead to future diminishment of readiness.

- **Recommendation:** Clear language should be provided in regulations that ensure readiness or capabilities for the full range of activities covered by an oil spill prevention and response plan, from spill response management to actual response actions. No reduction in drills or exercises for any plan holder should result from the proposed regulation changes.

#2: The regulations **previously had commitments to examine best available technologies** (BAT) in use outside of Alaska, engage in studies, evaluate and identify where new technologies could be applicable in Alaska, and hold a conference related to advancing this knowledge, as well as providing findings to plan holders.

- **Concern:** With the language requiring the BAT conference removed, it is uncertain how or if ADEC will meet the vision and intent of ensuring that spill response and prevention equipment, and other spill functions that have previously been subject to this BAT analysis, is the most effective available as new technologies emerge.
- **Recommendation:** The State of Alaska and ADEC should continue to show leadership in staying informed and promoting best available technologies. Regulatory changes should not result in any diminished emphasis on best available technologies.

#3: **The regulations previously required both RCACs (Prince William Sound and Cook Inlet)**, which represent the City of Homer and our member entities, as well as the Alaska Department of Natural Resources and the Alaska Department of Fish and Game, receive printed materials during contingency plan renewals, updates, and amendments. That language has been removed to note that “interested stakeholders” will be notified by an ADEC listserv.

- **Concern:** While PWSRCAC supports materials being distributed electronically and having these plans electronically searchable, federal law recognizes RCACs’ special role in reviewing contingency plans for the terminal and associated oil tankers within the Oil Pollution Act of 1990. The Alaska Oil Spill Commission similarly recommended that the RCACs be integrated into a state system of citizen oversight including government agency operations.
- 
- **Recommendation:** The regulations should continue to specify that the RCACs will receive notification of plan documents for review, electronically or otherwise.

**Next steps:**

**We hope the City of Homer will consider [providing public comments](#) on these important issues by the January 31 deadline.** We recommend public comments include points regarding the above concerns and have provided the following bullets accordingly:

- Clear language should be provided in regulations that ensures readiness or capabilities for the full range of activities covered by an oil spill prevention and response plan, from spill response management to actual response actions. No reduction in drills or exercises should result from the proposed regulation changes.
- The State of Alaska and ADEC should continue to show leadership in staying informed and promoting best available technologies. Regulatory changes should not result in any diminished emphasis on best available technologies.
- The regulations should continue to specifically name the Regional Citizens Advisory Councils for Prince William Sound and Cook Inlet as interested stakeholders specifically receiving notification of plan documents for review, along with anyone else the state chooses to name.
  - Federal law, the Alaska Oil Spill Commission, and the Alaska Department of Environment Conservation all recognize the RCACs' special role in reviewing contingency plans for the terminal and associated oil tankers.
- Improvements to regulation were noted and appreciated, such as gains in clarity and useability, previously redundant sections of regulation combined, and modernization of workflow.

The focus of this update from PWSRCAC is to assist the public in understanding the implications of any proposed regulatory changes and in forming meaningful comments that support maintaining strong oil spill prevention and response requirements in Alaska. PWSRCAC encourages interested parties statewide to likewise review the draft for issues relevant to their respective regions.

More information on this topic can be found on [PWSRCAC's website](#).

\*Page 96 of the proposed changes to 18 AAC 75.485 discharge exercises and the repealed text starting on page 99.

**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-67**

An Ordinance of the City Council of Homer, Alaska Accepting and Appropriating Grants from the Institute of Museum and Library Services in the Amount of \$25,091 for Purchase and Installation of Little Libraries and WI-Fi Upgrades at the Library.

Sponsor: City Manager/Library Director

1. City Council Special Meeting November 8, 2021 Introduction  
Memorandum 21-196 from Library Director as backup
2. City Council Regular Meeting December 10, 2021 Public Hearing and Second Reading



**CITY OF HOMER  
HOMER, ALASKA**

City Manager/Library Director

**ORDINANCE 21-67**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA ACCEPTING AND APPROPRIATING GRANTS FROM THE INSTITUTE OF MUSEUM AND LIBRARY SERVICES IN THE AMOUNT OF \$25,091 FOR PURCHASE AND INSTALLATION OF LITTLE LIBRARIES AND WI-FI UPGRADES AT THE LIBRARY.

WHEREAS, The Institute of Museum and Library Services (IMLS) is a federal government agency that supports libraries nationwide; and

WHEREAS, IMLS received American Rescue Plan Act (ARPA) funds that are being distributed to museums and libraries through grants; and

WHEREAS, Through IMLS the library received two grants to be used as follows:

- The ARPA Easy Grant provides \$2,500 for purchasing library materials and \$3,450 for purchasing and installing little libraries at Mariner Park, the Fishing Hole, Karen Hornaday Park, Bishop’s Beach and WKFL Park.
- The ARPA Project Grant provides \$19,141 to upgrade the wi-fi equipment at the library building and purchase 10 wireless hotspots for checkout. It also funds a one-year data plan for each hotspot.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby accepts and appropriates grants from the IMLS in the amount of \$25,091 to the Homer Public Library for the purposes as follows:

Revenue:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Little Libraries Program	\$5,950

Expenditure:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
	Library Wi-Fi Upgrade & 10 Wireless Hotspots	\$19,141

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

43 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_ day of \_\_\_\_\_, 2021.

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CITY OF HOMER

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KEN CASTNER, MAYOR

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52 ATTEST:

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56 MELISSA JACOBSEN, MMC, CITY CLERK

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59 YES:

60 NO:

61 ABSENT:

62 ABSTAIN:

63

64 Introduction:

65 Public Hearing:

66 Second Reading:

67 Effective Date:



## **Memorandum 21-196**

TO: Homer City Council

THROUGH: Robert Dumouchel, City Manager

FROM: David Berry, Library Director

DATE: November 2, 2021

SUBJECT: ARPA Grants to Library

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I am pleased to report that Homer Public Library (HPL) has been awarded two grants from the Institute of Museum and Library Services (IMLS). The IMLS is a federal government agency that supports libraries nationwide. In this case, the funding for the two grants ultimately comes from the American Rescue Plan Act of 2021 (ARPA).

The two grants are as follows:

- The ARPA Easy Grant provides \$2,500 for purchasing library materials and \$3,450 for purchasing and installing little libraries at Mariner Park, the Fishing Hole, Karen Hornaday Park, Bishop's Beach and WKFL Park.
- The ARPA Project Grant provides \$19,141 to upgrade the wi-fi equipment at the library building and purchase 10 wireless hotspots for checkout. It also funds a one-year data plan for each hotspot.

The little libraries project is a collaboration between HPL and the City Parks Department. Each library is an all-weather cabinet with a couple of bookshelves inside. Library staff will provide donations to refill the libraries as needed, while parks personnel will handle stocking the cabinets and packing them up for the winter (at least at the campground locations). This project expands on the existing little library outside the HPL building.

The wi-fi improvements replace aging equipment and upgrade the existing 802.11ac network to the 802.11ax standard, which provides higher bandwidth, tighter security and the ability to accommodate more simultaneous users.

COVID demonstrated the importance of providing internet access to patrons without a home connection. Following the lead of the Anchorage Public Library, HPL will purchase ten wireless hotspots and a one-year data plan for them. The hotspots will be available for checkout and can be used with the library's existing laptops.

### **RECOMMENDATION**

Adopt an ordinance accepting the ARPA funds.



# City of Homer

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## Memorandum

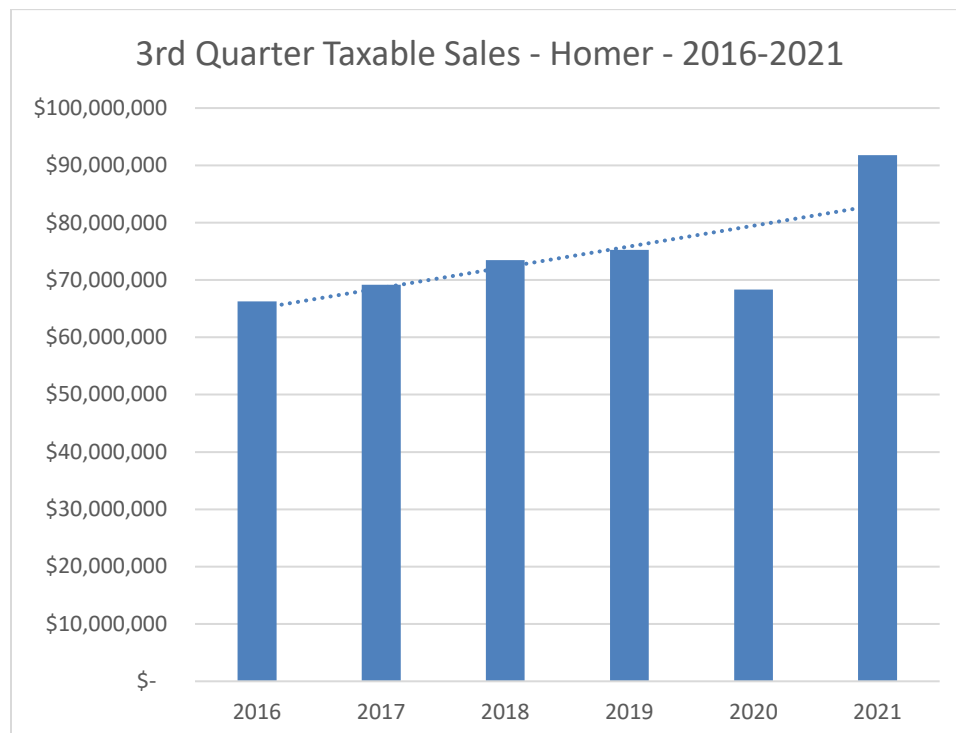
TO: Mayor Castner and Homer City Council  
FROM: Rob Dumouchel, City Manager  
DATE: December 8, 2021  
SUBJECT: City Manager's Report for December 13, 2021 Council Meeting

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### Sales Tax Data

Sales tax is off to a very strong start for fiscal year 2022 which began in July 2021. The third quarter of calendar year 2021 (or first quarter of fiscal year 2022) set a record for the most taxable sales in Homer within a single quarter. This equates to approximately \$4.45 million in expected sales tax revenue (includes General Fund, HART, HAWSP, and Police Station revenues).

The chart below shows the trend for taxable sales in the third quarter of each calendar year going back to 2016. With the recent change in fiscal year, it's going to be a little awkward talking about year over year trends. On the staff side, we'll do our best to make it clear when we're talking about calendar years or fiscal years to minimize confusion as we all get used to the change.



### **HERC Progress – Survey and Website**

By the time of Monday’s Council meeting, staff anticipates the website and community survey will be live and ready for responses. More information will be added to the website as time allows, including information Council requested during the recent work session. More public outreach to come!

### **Alaska Municipal League Conference**

I attended the Alaska Municipal League (AML) conference as well as the Alaska Municipal Management Association (AMMA) conference in Anchorage the week of November 15<sup>th</sup>. Both conferences were valuable opportunities to learn from and collaborate with other local governments around the state on issues that affect us here in Homer. During the AMMA conference, I was voted onto the AMMA Board of Directors.

### **New Year’s Fireworks Planning**

Through the efforts of community members to organize and fundraise, New Year’s Eve fireworks are returning to Mariner Park again this year. Staff from the Homer Police Department, Homer Volunteer Fire Department, Public Works, and Administration met with the special event applicant to discuss safety, traffic, etc. as it relates to the fireworks event. After discussing the possibility of using other locations on the spit, the fireworks will remain at Mariner Park with a much more coordinated effort between the special event permit holder and City staff. More event information, including how to support the fireworks financially, is available at: <https://www.facebook.com/events/591640528720768/>

### **Wayfinding Update**

The Economic Development Commission’s Wayfinding and Streetscape Plan is nearing the final draft. See the results at the EDC’s meeting on Tuesday, December 14, 6:00pm, in person at City Hall or via zoom. The draft plan will also be posted on the Planning Department website after the meeting. Comments welcome until December 30<sup>th</sup>.

### **North Pacific Update**

Alaska Scrap finished dismantling the derelict vessel North Pacific last month. They broke apart the vessel and transported scrap steel to a pile on the chip pad, which was then broken down to a size that can be resold. Other refuse went to the transfer station. Alaska Scrap is working with Port staff to schedule the loading of a scrap steel on to a barge load out across the Deep Water Dock later this winter.

### **Pacific Marine Expo - Seattle**

Harbormaster Hawkins, along with the Marine Trades Association, represented the Port of Homer at the Pacific Marine Expo in Seattle. The Expo is a three-day tradeshow featuring all sectors of the commercial fishing industry. It has hundreds of exhibitors and thousands of visitors. Harbormaster Hawkins promoted Homer as a strategic and beneficial location to conduct maritime-related businesses.

### **Spit Power Outage Follow Up**

On the night of Nov. 6-7, a power failure along the coastline caused disruption to radio communications at two sites. On the Spit, most of the equipment that relays emergency signals for police and fire automatically switched over to batteries, but the device that boosts the broadcast power was not included in that circuit. Without that boost, the signals coming off the tower could be received at close range but were too weak to reach most of the City. Fire Chief Kirko and IT Manager Nick Poolos set up a generator to power the signal booster, and the tower resumed full operations. The tower continued running off the generator all night, even after HEA restored service at 8 am. Communications briefly went down again when the generator ran out of fuel around 11 am. Fire personnel reconnected the tower to the HEA supply, which resolved the problem. Separately, the radio system at Public Works also

night but was not reconnected to HEA even after power was restored, and the batteries eventually died. Connecting the radios back to the HEA supply brought them back into operation.

These unexpected disruptions caused by the power outage led City staff to implement the following changes:

- For the Spit tower, parts have been ordered to wire the signal booster into the battery backup, along with all the other equipment.
- The Public Works relay tower has a new battery now. IT staff are working on a system that will automatically, rather than manually, switch the radios between main power and battery power as circumstances require.
- As part of ongoing radio upgrades, we are working to make sure all emergency devices are compatible with the Alaska Land Mobile Radio (ALMR) standards. That will allow messages to be sent from every device and every tower, which provides much greater redundancy.
- Communications procedures between the various departments have been overhauled, to ensure that key personnel have the information they need when they need it. The new plan was tested during a scheduled power outage on Nov. 15, and things went much more smoothly.
- The relay tower on Skyline Drive is also being fitted with new batteries. It would not have helped during this specific event, but it will be important in case of a power outage that affects the ridge.

The following changes have not yet been completed, but are recommended:

- HPD needs a status panel that announces when the police station itself switches over to generator power.
- Upgrading the microwave communications network, which is already in progress, will allow dispatch to access automatically-reported data such as alarms on batteries.

### **Opportunity to Acquire Bridge Creek Watershed Protection District Lots**

The City has been contacted by Jay Farmwald, a land owner within the Bridge Creek Watershed Protection District. He and some friends individually own four lots about 3,500 feet east of the eastern end of the reservoir. A tributary to the main stem Bridge Creek traverses the properties. These land owners have approached the City with a proposal to sell two lots to the city, and grant drainage easements on two other lots. Council direction or a sponsor is needed to pursue these opportunities.

### **2022 KPEDD Industry Outlook Forum**

The Kenai Peninsula Economic Development District's annual industry outlook forum is being held on January 6<sup>th</sup> between 8:15am and 3:40pm at the Kenai Visitor's Center. More information is included as an attachment to this report.

### **Community Rec Partners with Library on Sports Gear Lending Program**

Through a collaborative effort with the Community Recreation program, the Sports Gear Library is now available through the Homer Public Library. If you have a library card, similar to checking out a book you can now check out some outdoor recreational equipment. There is a limited quantity and selection of items, but the intent is to encourage community members to get outside to play and recreate. Some items include sleds, ultimate Frisbees, balls, etc. If you do not see any items you are looking for we may be able to assist with connecting you to an organization who may be able to help. This is a free program and we will gladly accept any donated items that are clean, safe and in working condition that could be utilized by other community members.

### **Sister City Update**

Do you have a memorable experience with Homer's Sister City Teshio, Japan that you'd like to share? The Consular Office of Japan in Anchorage is conducting a 'Japan-Alaska Sister Cities Photo + Essay Campaign' on the topic of "a Heartwarming Experience Achieved Through the Japan-Alaska Sister City Exchange." Residents of any age from all municipalities with formal Japan-Alaska sister city relationships are eligible to participate and can even win some great prizes! Submission deadline is February 4, 2022. See the enclosed flyer or visit [https://www.anchorage.us.emb-japan.go.jp/itpr\\_en/11\\_000001\\_00215.html](https://www.anchorage.us.emb-japan.go.jp/itpr_en/11_000001_00215.html) for more information.

### **Kachemak Bay State Park Trail Maintenance Training Grant**

I provided a letter to the Alaska State Trail Program supporting a Recreational Trail Grant application submitted by the Homer Office, Kenai Area of Alaska State Parks for Kachemak Bay State Park. The Letter is included with this report.

### **Personnel Updates**

**Public Works:** Public Works welcomed Pedro Ochoa as its new Building Maintenance Technician I. Pedro, a member of the Alaska Army National Guard's Infantry Airborne, has worked for the City of Homer for multiple years as a temporary employee, first with the PW Water & Sewer Department and most recently with Port & Harbor. Pedro is a graduate of Homer High School and has an Associates of Arts degree from the UAA's Kachemak Bay Campus. Pedro is an elite runner, having represented the National Guard in marathon events across the country.

**Finance:** We are excited to share the news that Tamara Fletcher has joined the Finance team. She previously worked for the Port and Harbor and brings with her several years of accounts payable experience. We are looking forward to how her experience can assist the department in developing clear and easy to follow procedures.

**Port & Harbor:** On December 6th we welcome Del Masterhan as the new Ice Plant/Fish Dock supervisor. Del has a wealth of experience working at sea as Chief Engineer onboard catcher processors as well onshore based industrial refrigeration systems in the fish processing industry. Most recently Del was employed with Ocean Marine Services as their Port Engineer. In that position Del was responsible for the maintenance of the OMSI fleet both while at Sea and served as project manager when the company had their vessels in a shipyard for repairs. Burt and Dell will be busy for the next month working towards this transition and of course making the off season repairs to the plant to make sure it's ready for business next March.

**Administration:** Renee Krause, MMC, Deputy City Clerk was elected to serve a two year term as Treasurer for the Alaska Association of Municipal Clerks (AAMC) at their November Annual Meeting. Renee has served on the AAMC Finance Committee for 6 years and will now take it to the next level and with this important seat on the Executive Board. Congratulations Renee!

Enclosures:

1. Sales tax memo and attachments
2. Map of Potential Bridge Creek Acquisitions
3. KPEDD Industry Outlook Forum Flyer and Agenda
4. Sister City Flyer
5. Trail Grant Letter of Support





# City of Homer

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## Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL  
FROM: Andrea Browning  
DATE: December 13, 2021  
SUBJECT: December 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 Robl</b>	<b>Police</b>	<b>37</b>	<b>Years</b>
<b>Bryan Hawkins</b>	<b>Port</b>	<b>22</b>	<b>Years</b>
<b>Todd Cook</b>	<b>Public Works</b>	<b>12</b>	<b>Years</b>
<b>Sean Perry</b>	<b>Police</b>	<b>7</b>	<b>Years</b>
<b>Mike Zelinski</b>	<b>Public Works</b>	<b>7</b>	<b>Years</b>
<b>Josh Mershon</b>	<b>Port</b>	<b>2</b>	<b>Years</b>
<b>Luis Yoder</b>	<b>Fire</b>	<b>2</b>	<b>Years</b>
<b>Regina Johanos</b>	<b>Library</b>	<b>1</b>	<b>Year</b>



# City of Homer

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

Finance Department

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## Memorandum

TO: Mayor Castner and Homer City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Elizabeth Walton, Finance Director  
DATE: December 7, 2021  
SUBJECT: 3<sup>rd</sup> Quarter Sales Tax Analysis

The purpose of this memo is to provide contextual information associated with taxable sales figures for the 3<sup>rd</sup> quarter of calendar year 2021 (now 1<sup>st</sup> quarter of fiscal year 2022 with the change in City fiscal year which went into effect on July 1, 2021). Also provided in this memo is an analysis of sales tax revenue received to date for Fiscal Year 2022.

### **Basic Sales Tax Information:**

Sales tax is one of the primary drivers of revenue for the General Fund as it represents roughly 46% of total projected revenue for the FY22 budget. Consumers in Homer pay a sales tax rate of 7.85%. Of that, 3% goes to the Kenai Peninsula Borough while the other 4.85% is remitted to the City of Homer. The majority of City sales tax (3%) collected goes to the General Fund to cover the expenses associated with providing core services. Other dedicated purposes of the City of Homer share of sales tax are as follows: HART (0.75%), HAWSP (0.75%), Public Safety Operations and Infrastructure (0.35%).

<b>Sales Tax Destination</b>	<b>Sales Tax Amount Charged to Consumers*</b>
<b>Kenai Peninsula Borough</b>	3%
<b>Homer General Fund</b>	3%
<b>Homer Accelerated Roads and Trails</b>	.75%
<b>Homer Accelerated Water and Sewer Program</b>	.75%
<b>Homer Police Station</b>	.35%

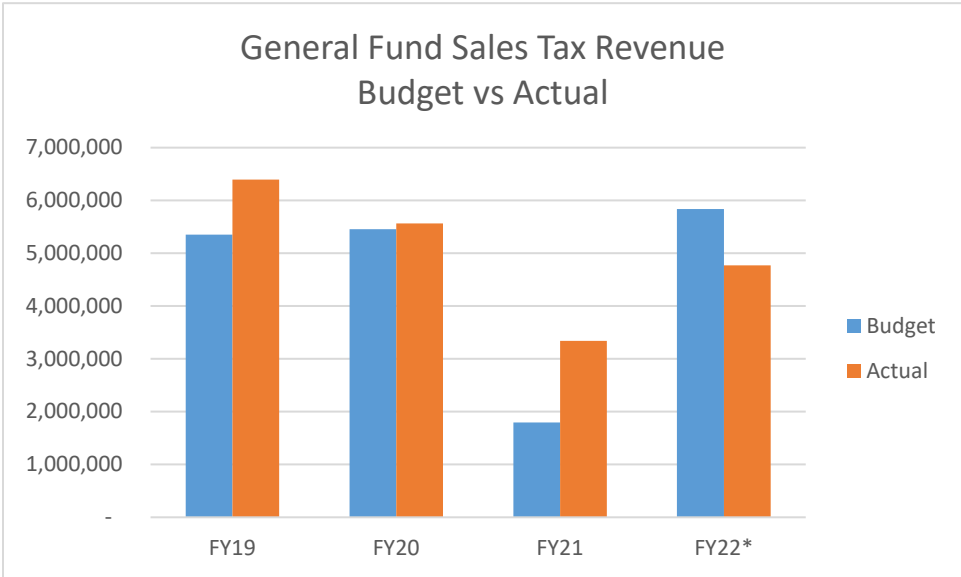
\*Sales tax is only charged on the first \$500 of a single purchase

An important reminder is that the City of Homer does not collect sales tax directly. The City elects for the Kenai Peninsula Borough to collect, administer and then remit sales tax revenue to us. KPB remits sales tax revenue to the City on a monthly basis, but there is a two month "lag" in the revenue received. This means that the revenue that is received by the City in one month is not a reflection on sales tax actually earned in that particular month. Finance

makes an accounting entry at the end of the year to adjust for this delay. This is important to keep in mind when comparing sales tax revenue received vs. taxable sales.

**General Fund Sales Tax Revenue Analysis:**

The General Fund budgeted sales tax for FY22 is \$5,837,403, with an additional \$207,225 budgeted for remote sales tax. Actual current data for FY22 (July 1, 2021 – November 30, 2021) reports that the City has received \$4,771,119 in sales tax and \$69,033 in remote sales tax. It looks realistic for the City to exceed budget expectations for FY22 as the General Fund has already received 82% of budgeted sales tax. If current trends continue, the City should have no issue meeting remote sales tax budget expectations for FY22, as the General Fund has received 33% of budgeted remote sales tax.



**\*FY22 data is reflective of sales tax revenue received July – November 2021.**

**Enclosures:**

Accompanying this memo are four documents to help provide context to the historical trends associated with sales tax revenue.

Attachment A provides a data set of Line of Business (LOB) taxable sales for the 3<sup>rd</sup> quarter going back to 2016. The LOB categories are determined and reported by the Kenai Peninsula Borough. The biggest dollar share in taxable sales has historically come from the Retail Trade sector and this quarter is no different. This sector experienced a 20% increase comparative to the 3<sup>rd</sup> quarter in 2020 and a 21% increase over 2019. Most of the sectors tied closely with the tourism industry rebounded in 2021 comparative to 2020 and came back in line (and above) with taxable sales in 2019. Overall, the City experienced a roughly 34% increase in taxable sales comparative to the 3<sup>rd</sup> quarter in 2020 and a 22% increase over 2019.

Attachment B provides a data set comparing the LOB taxable sales on a quarterly basis back to 2017.

Attachment C provides a data set of sales tax revenue collected on a quarterly basis going back to 2017. The sales tax data is broken out by the funds that received a portion of the total revenue. One thing to note is that HART sales tax was diverted into the General Fund for

fiscal years 2016-2018. In 2019, HART began receiving their respective share of the overall revenue. Also to note in 2019, the sales tax rate increased to fund debt service payments and maintenance of the police station facility.

Attachment D provides a data set of sales tax revenue collected in the 3<sup>rd</sup> and 4<sup>th</sup> quarters of each calendar year going back to 2016. The purpose of this chart is to provide current fiscal year to date sales tax revenue comparison with previous years using the same time interval (July – December).

**Attachment A**

3rd Quarter LOB Taxable Sales  
Presented November 18, 2021

	2016	2017	2018	2019	2020	2021	% Δ 2021 - 2020	% Δ 2021 - 2019
ADMINISTRATIVE, WASTE MAN	401,661	336,793	204,971	202,322	162,542	317,064	95%	57%
AGRICULTURE, FORESTRY, FI	144,270	205,859	234,217	202,286	187,204	221,045	18%	9%
ARTS AND ENTERTAINMENT	677,310	674,135	737,507	731,228	477,017	879,483	84%	20%
CONSTRUCTION CONTRACTING	486,586	381,548	385,926	336,222	397,914	473,646	19%	41%
EDUCATIONAL SERVICES	47,609	53,633	55,190	75,184	44,879	52,725	17%	-30%
FINANCE AND INSURANCE	16,893	28,566	25,924	29,481	40,410	22,441	-44%	-24%
GUIDING LAND	132,975	169,829	228,047	258,602	79,186	188,069	138%	-27%
GUIDING WATER	6,225,895	6,158,152	6,061,804	5,988,975	4,822,074	9,582,806	99%	60%
HEALTH CARE AND SOCIAL AS	131,576	134,541	80,786	45,090	28,941	112,550	289%	150%
HOTEL/MOTEL/BED & BREAKFA	7,026,750	7,153,924	7,518,922	8,375,973	6,389,397	10,468,820	64%	25%
INFORMATION	1,108,504	1,093,603	1,031,736	1,037,924	935,171	716,705	-23%	-31%
MANAGEMENT OF COMPANIES	-	-	-	311,026	-	-	0	-100%
MANUFACTURING	581,747	633,841	641,802	715,234	687,424	850,127	24%	19%
MINING/QUARRYING	-	-	150	10,926	26,838	42,077	57%	285%
PROFESSIONAL, SCIENTIFIC	732,636	771,398	770,672	761,163	823,623	819,924	0%	8%
PUBLIC ADMINISTRATION	2,150,884	2,560,676	2,458,720	2,845,900	3,105,875	2,921,998	-6%	3%
REMEDATION SERVICES	-	-	-	-	-	-	0%	0%
RENTAL COMMERCIAL PROPERT	63,881	101,707	130,158	95,207	81,163	92,538	14%	-3%
RENTAL NON-RESIDENTAL PRO	256,561	246,013	238,829	234,955	129,139	201,955	56%	-14%
RENTAL OF SELF-STORAGE &	643,544	561,005	528,323	537,757	570,643	683,119	20%	27%
RENTAL PERSONAL PROPERTY	229,364	242,233	259,883	229,691	216,695	287,696	33%	25%
RENTAL RESIDENTAL PROPERT	1,799,042	1,835,339	1,880,675	1,834,018	1,708,348	2,044,382	20%	11%
RESTAURANT/BAR	8,195,446	8,780,547	9,542,688	9,553,633	6,529,920	11,337,427	74%	19%
RETAIL TRADE	29,665,962	30,421,714	34,053,544	34,490,183	34,754,701	41,805,658	20%	21%
SERVICES	2,202,016	2,645,475	2,305,938	2,586,137	2,465,235	2,980,616	21%	15%
TELECOMMUNICATIONS	419,879	428,326	511,781	332,138	468,600	495,505	6%	49%
TELECOMMUNICATIONS-CABLE	235	1,811	1,305	691	809	2,386	195%	245%
TIMBERING	-	430	-	-	-	-	0%	0%
TRANSPORTATION AND WAREHO	1,110,780	1,569,692	1,545,966	1,410,586	1,072,654	1,918,578	79%	36%
UTILITIES	1,602,262	1,795,759	1,757,390	1,727,760	1,812,700	1,958,574	8%	13%
WHOLESALE TRADE	193,516	214,032	298,755	280,016	291,360	295,931	2%	6%
<b>TOTAL</b>	<b>66,247,784</b>	<b>69,200,581</b>	<b>73,491,609</b>	<b>75,240,308</b>	<b>68,310,460</b>	<b>91,773,846</b>	<b>34%</b>	<b>22%</b>
<b>Applied Sales Tax 4.85%*</b>	<b>3,213,018</b>	<b>3,356,228</b>	<b>3,564,343</b>	<b>3,649,155</b>	<b>3,313,057</b>	<b>4,451,032</b>	<b>1,137,974</b>	<b>801,877</b>

\*Effective January 1, 2019 the sales tax rate for the City of Homer was increased from 4.5% to 4.85%. The applied rate of 4.85% is used here for comparison puposes only. This value is derived by mutiplying the total taxable sales by the sales tax rate.

This chart represents taxable sales that are collected by KPB and does not include taxable sales collected by ARSSTC.

**Attachment B**  
Quarterly LOB Taxable Sales  
Presented November 18, 2021

	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021
ADMINISTRATIVE, WASTE MAN	207,412	305,688	336,793	164,649	155,528	203,986	204,971	155,250	136,996	211,749	202,322	166,876	126,571	115,955	162,542	152,225	158,366	200,697	317,064
AGRICULTURE, FORESTRY, FI	14,600	144,996	205,859	49,869	33,710	203,853	234,217	37,022	640,248	160,020	202,286	44,149	18,712	111,415	187,204	41,097	18,509	163,842	221,045
ARTS AND ENTERTAINMENT	249,016	472,227	674,135	328,352	249,287	501,469	737,507	277,357	253,475	548,940	731,228	303,677	216,312	165,688	477,017	145,134	147,074	514,908	879,483
CONSTRUCTION CONTRACTING	484,978	438,379	381,548	372,787	315,934	409,170	385,926	386,079	333,640	373,100	336,222	364,590	367,431	392,005	397,914	487,741	491,123	416,849	473,646
EDUCATIONAL SERVICES	71,272	52,994	53,633	66,973	61,687	54,866	55,190	78,859	58,316	56,928	75,184	90,528	72,931	42,283	44,879	58,566	53,019	44,623	52,725
FINANCE AND INSURANCE	19,204	23,980	28,566	30,128	27,385	25,820	25,924	27,189	28,275	36,654	29,481	26,563	26,553	19,785	40,410	25,265	24,390	25,729	22,441
GUIDING LAND	-	94,324	169,829	5,898	-	105,778	228,047	-	-	125,677	258,602	-	-	42,822	79,186	477	-	88,796	188,069
GUIDING WATER	36,497	2,697,548	6,158,152	117,984	79,447	2,869,368	6,061,804	134,694	187,753	2,985,820	5,988,975	120,809	110,697	1,359,274	4,822,074	193,829	274,578	4,896,767	9,582,806
HEALTH CARE AND SOCIAL AS	77,243	126,554	134,541	54,418	80,890	95,062	80,786	50,658	78,958	62,473	45,090	38,063	21,795	15,422	28,941	16,437	11,280	52,394	112,550
HOTEL/MOTEL/BED & BREAKFA	1,532,096	4,558,923	7,153,924	1,641,953	1,490,223	4,422,516	7,518,922	1,455,582	1,543,084	4,629,194	8,375,973	1,734,109	1,279,481	2,828,851	6,389,397	1,710,573	1,865,239	6,938,219	10,468,820
INFORMATION	1,020,993	1,084,186	1,093,603	985,693	972,981	1,061,677	1,031,736	1,008,965	984,852	978,052	1,037,924	992,162	983,669	883,165	935,171	710,741	669,902	747,268	716,705
MANAGEMENT OF COMPANIES	-	-	-	-	-	-	-	-	-	126,214	311,026	-	-	10,508	-	-	-	-	-
MANUFACTURING	225,385	503,806	633,841	318,410	249,843	530,866	641,802	339,803	281,903	756,819	715,234	406,462	344,961	505,214	687,424	428,970	417,190	713,612	850,127
MINING/QUARRYING	500	-	-	-	-	-	150	150	150	1,150	10,926	19,981	3,220	14,961	26,838	21,611	3,618	28,586	42,077
PROFESSIONAL, SCIENTIFIC	698,422	708,767	771,398	700,387	691,012	756,620	770,672	680,434	648,929	785,571	761,163	635,037	702,504	767,048	823,623	763,313	856,513	857,983	819,924
PUBLIC ADMINISTRATION	1,100,933	1,309,629	2,560,676	999,094	816,016	1,427,693	2,458,720	1,143,132	829,928	1,432,737	2,845,900	1,022,188	971,581	1,368,423	3,105,875	874,562	866,942	1,466,313	2,921,998
REMEDICATION SERVICES	32,666	-	-	-	38,717	-	-	-	33,767	-	-	-	-	-	-	-	-	-	-
RENTAL COMMERCIAL PROPERT	58,558	96,775	101,707	61,466	69,250	85,800	130,158	64,428	196,565	99,765	95,207	60,191	58,935	80,696	81,163	71,944	62,633	72,545	92,538
RENTAL NON-RESIDENTIAL PRO	128,347	180,793	246,013	146,382	144,070	187,303	238,829	148,707	138,064	184,240	234,955	126,417	92,816	90,896	129,139	96,490	89,296	155,709	201,955
RENTAL OF SELF-STORAGE &	201,259	248,428	561,005	284,593	232,561	265,933	528,323	276,934	217,415	272,863	537,757	294,635	231,287	271,739	570,643	322,683	230,502	289,507	683,119
RENTAL PERSONAL PROPERTY	138,081	197,202	242,233	150,791	148,701	210,142	259,883	157,676	141,046	221,419	229,691	174,262	165,835	194,678	216,695	192,495	172,735	214,495	287,696
RENTAL RESIDENTIAL PROPERT	1,035,396	1,512,623	1,835,339	1,140,120	1,146,434	1,638,398	1,880,675	1,089,752	1,077,295	1,632,238	1,834,018	1,116,156	1,101,887	1,402,570	1,708,348	1,140,114	1,085,363	1,703,802	2,044,382
RESTAURANT/BAR	2,787,404	6,211,565	8,780,547	3,337,515	3,101,373	6,773,895	9,542,688	3,482,700	3,179,549	6,848,886	9,553,633	3,501,273	2,514,895	3,762,292	6,529,920	2,851,904	2,841,878	8,170,597	11,337,427
RETAIL TRADE	12,505,192	24,992,523	30,421,714	15,948,127	12,769,708	27,043,054	34,053,544	17,314,037	14,151,272	29,033,873	34,490,183	18,463,774	15,612,943	27,598,497	34,754,701	20,013,292	17,584,839	34,839,450	41,805,658
SERVICES	1,799,351	2,703,585	2,645,475	2,078,565	1,894,742	2,768,109	2,305,938	2,071,964	1,749,725	2,701,456	2,586,137	2,001,089	1,608,833	2,196,866	2,465,235	2,059,134	1,742,283	2,875,372	2,980,616
TELECOMMUNICATIONS	408,560	430,719	428,326	440,014	449,669	469,468	511,781	534,464	401,118	337,618	332,138	334,477	335,461	440,569	468,600	462,880	446,343	490,947	495,505
TELECOMMUNICATIONS-CABLE	627	642	1,811	2,771	574	1,202	1,305	519	495	6,282	691	429	861	516	809	1,932	694	1,389	2,386
TIMBERING	500	-	430	-	-	-	-	500	505	-	-	-	-	-	-	-	-	-	-
TRANSPORTATION AND WAREHO	190,285	780,040	1,569,692	178,728	177,563	853,236	1,545,966	168,374	196,800	925,578	1,410,586	165,792	195,409	347,778	1,072,654	252,295	201,873	1,209,752	1,918,578
UTILITIES	2,322,217	1,992,650	1,795,759	2,156,588	2,445,497	2,058,123	1,757,390	2,045,862	2,503,521	2,114,934	1,727,760	2,028,860	2,710,459	2,197,539	1,812,700	2,365,856	2,683,123	2,348,284	1,958,574
WHOLESALE TRADE	262,379	317,823	214,032	421,454	325,567	355,069	298,755	355,568	296,494	398,831	280,016	223,920	273,328	338,319	291,360	208,920	303,219	450,299	295,931
<b>TOTAL</b>	<b>27,609,373</b>	<b>52,187,369</b>	<b>69,200,581</b>	<b>32,183,709</b>	<b>28,168,369</b>	<b>55,378,476</b>	<b>73,491,609</b>	<b>33,486,659</b>	<b>30,290,138</b>	<b>58,049,081</b>	<b>75,240,308</b>	<b>34,456,469</b>	<b>30,149,367</b>	<b>47,565,777</b>	<b>68,310,460</b>	<b>35,670,480</b>	<b>33,302,524</b>	<b>69,978,734</b>	<b>91,773,846</b>
<b>Applied Sales Tax 4.85%*</b>	<b>1,339,055</b>	<b>2,531,087</b>	<b>3,356,228</b>	<b>1,560,910</b>	<b>1,366,166</b>	<b>2,685,856</b>	<b>3,564,343</b>	<b>1,624,103</b>	<b>1,469,072</b>	<b>2,815,380</b>	<b>3,649,155</b>	<b>1,671,139</b>	<b>1,462,244</b>	<b>2,306,940</b>	<b>3,313,057</b>	<b>1,730,018</b>	<b>1,615,172</b>	<b>3,393,969</b>	<b>4,451,032</b>

\*Effective January 1, 2019 the sales tax rate for the City of Homer was increased from 4.5% to 4.85%. The applied rate of 4.85% is used here for comparison purposes only. This value is derived by multiplying the total taxable sales by the sales tax rate.

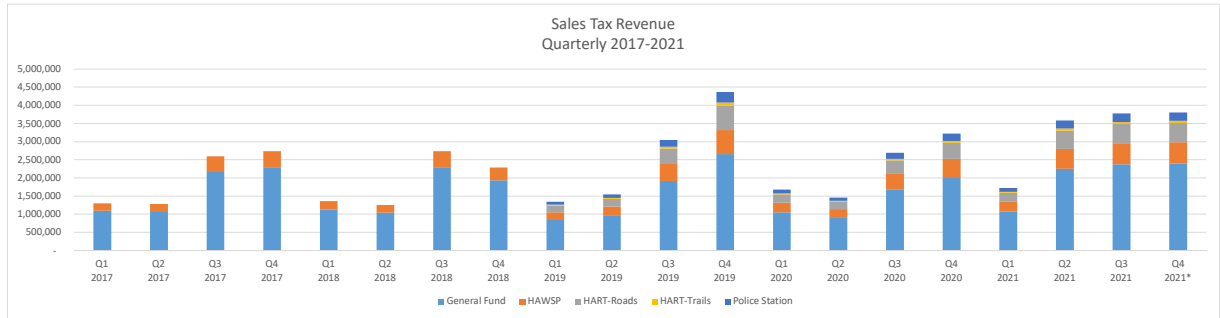
This chart represents taxable sales that are collected by KPB and does not include taxable sales collected by ARSSTC.

**Attachment C**

Quarterly Sales Tax Revenue

Presented December 13, 2021

	Q1 2017	Q2 2017	Q3 2017	Q4 2017	Q1 2018	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021*
General Fund	1,098,377	1,068,738	2,167,895	2,282,295	1,136,958	1,049,686	2,285,324	1,937,016	848,744	972,481	1,917,010	2,656,754	1,058,824	921,925	1,694,506	2,026,245	1,085,933	2,257,774	2,375,582	2,395,537
HAWSP	203,692	213,799	433,683	456,366	227,446	209,988	457,167	349,894	208,708	239,135	471,396	663,850	260,367	226,703	416,682	498,129	267,033	546,802	584,159	589,067
HART-Roads	-	-	-	-	-	-	-	-	187,837	215,221	424,256	675,890	234,330	204,033	375,014	448,446	240,329	500,650	525,744	530,160
HART-Trails	-	-	-	-	-	-	-	-	20,871	23,913	47,140	81,879	26,037	22,670	41,668	49,942	26,703	63,208	58,416	58,907
Police Station	-	-	-	-	-	-	-	-	83,483	95,654	188,558	297,006	104,147	90,681	166,673	199,252	106,813	218,721	233,664	235,627
<b>Total</b>	<b>\$ 1,302,069</b>	<b>\$ 1,282,537</b>	<b>\$ 2,601,579</b>	<b>\$ 2,738,660</b>	<b>\$ 1,364,404</b>	<b>\$ 1,259,673</b>	<b>\$ 2,742,491</b>	<b>\$ 2,286,910</b>	<b>\$ 1,349,642</b>	<b>\$ 1,546,404</b>	<b>\$ 3,048,360</b>	<b>\$ 4,375,378</b>	<b>\$ 1,683,704</b>	<b>\$ 1,466,011</b>	<b>\$ 2,694,542</b>	<b>\$ 3,222,014</b>	<b>\$ 1,726,812</b>	<b>\$ 3,587,155</b>	<b>\$ 3,777,565</b>	<b>\$ 3,809,297</b>



**Key Points:**  
 - HART Sales Tax was diverted into the General Fund from 2016-2018  
 - Sales Tax increased in 2019 to fund debt service payments associated with Police Station bond

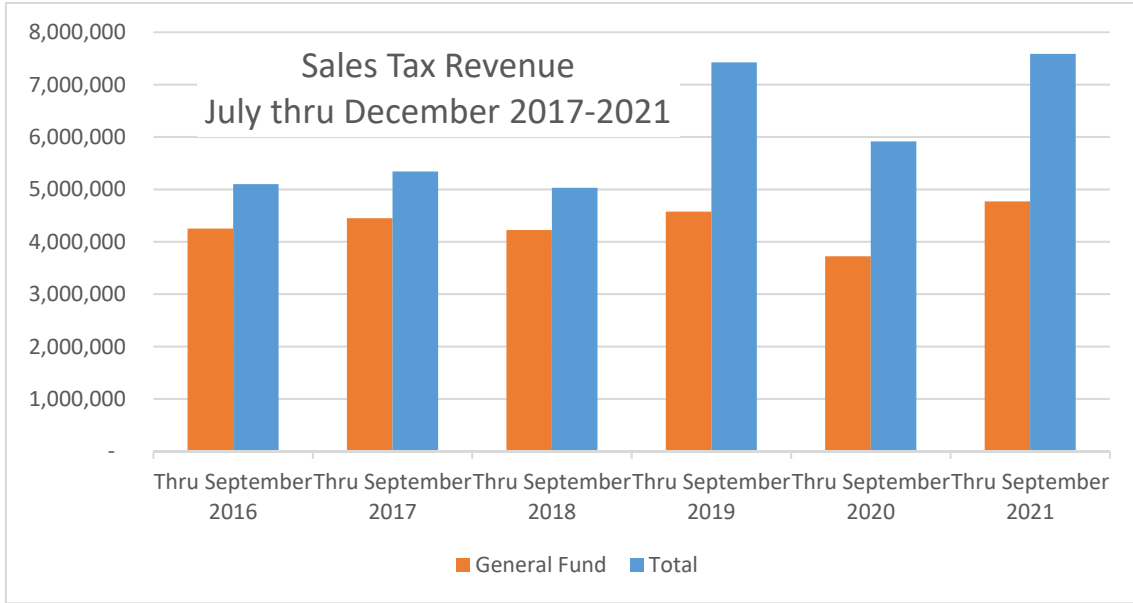
\*Q4 2021 - Sales Tax Revenue thru 11/30/21



## Attachment D

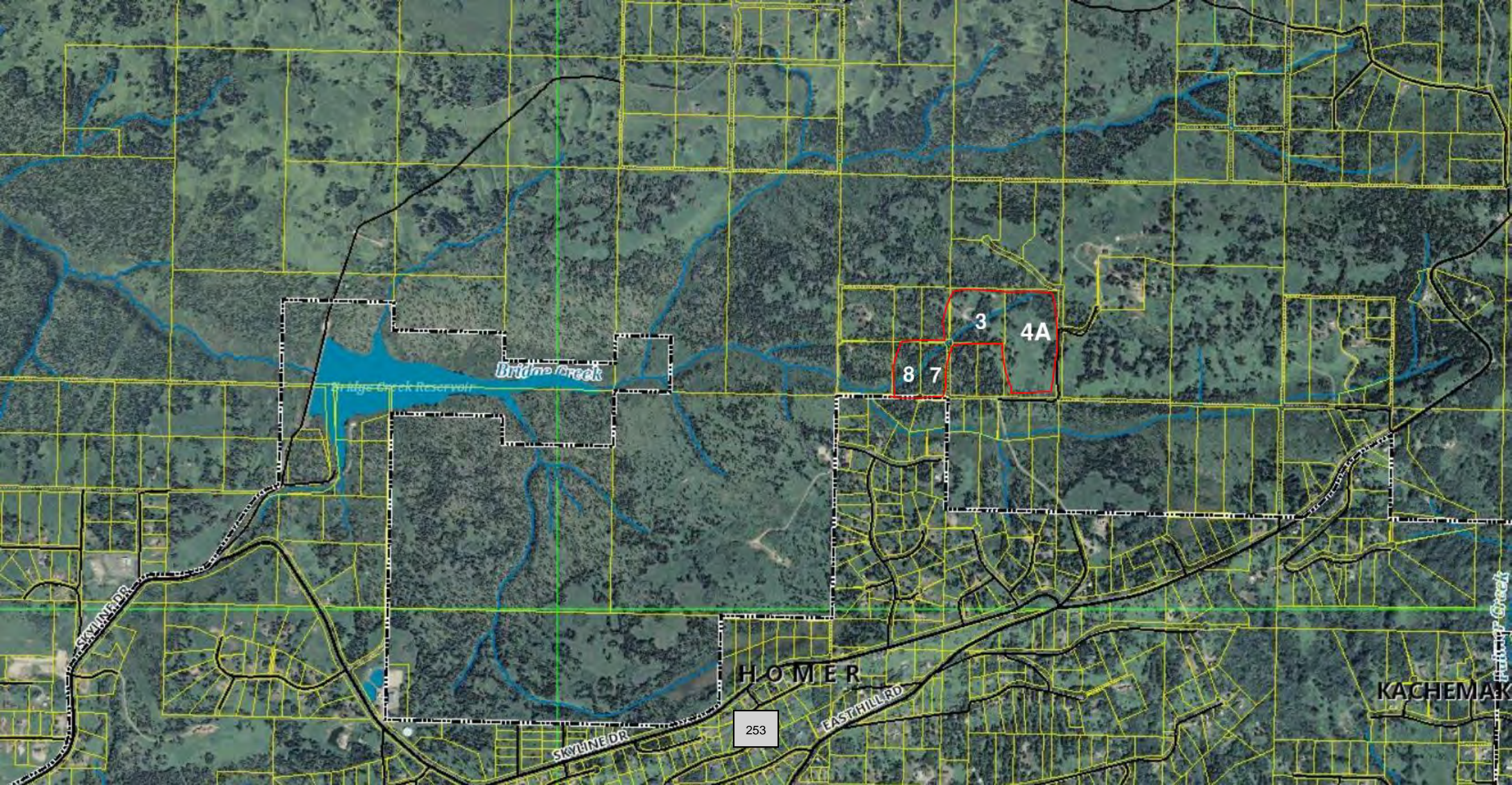
FY22 YTD Sales Tax Revenue  
Presented December 13, 2021

	Q3 & Q4 2016	Q3 & Q4 2017	Q3 & Q4 2018	Q3 & Q4 2019	Q3 & Q4 2020	FY22 YTD*
General Fund	4,249,316	4,450,190	4,222,340	4,573,763	3,720,751	4,771,119
HAWSP	850,174	890,049	807,061	1,135,245	914,811	1,173,226
HART-Roads	-	-	-	1,100,146	823,459	1,055,903
HART-Trails	-	-	-	129,019	91,611	117,323
Police Station	-	-	-	485,564	365,924	469,290
<b>Total</b>	<b>5,099,489</b>	<b>5,340,239</b>	<b>5,029,401</b>	<b>7,423,738</b>	<b>5,916,556</b>	<b>7,586,862</b>



\*FY22 YTD - represents sales tax revenue received July - November 2021





Bridge Creek

Bridge Creek Reservoir

3  
4A  
7  
8

HOMER

SKYLINE DR

SKYLINE DR

EASTHILL RD

KACHEMAK

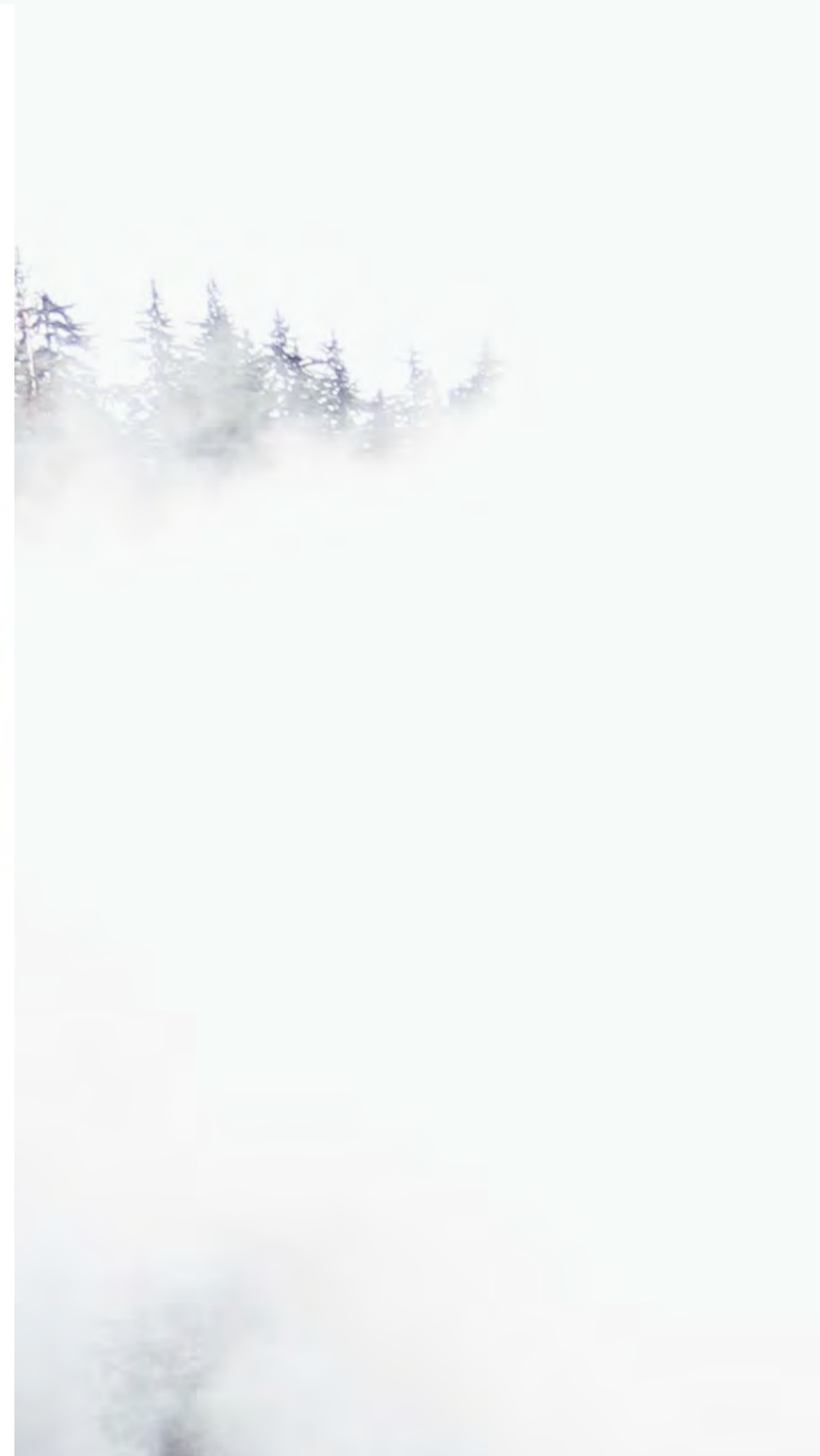
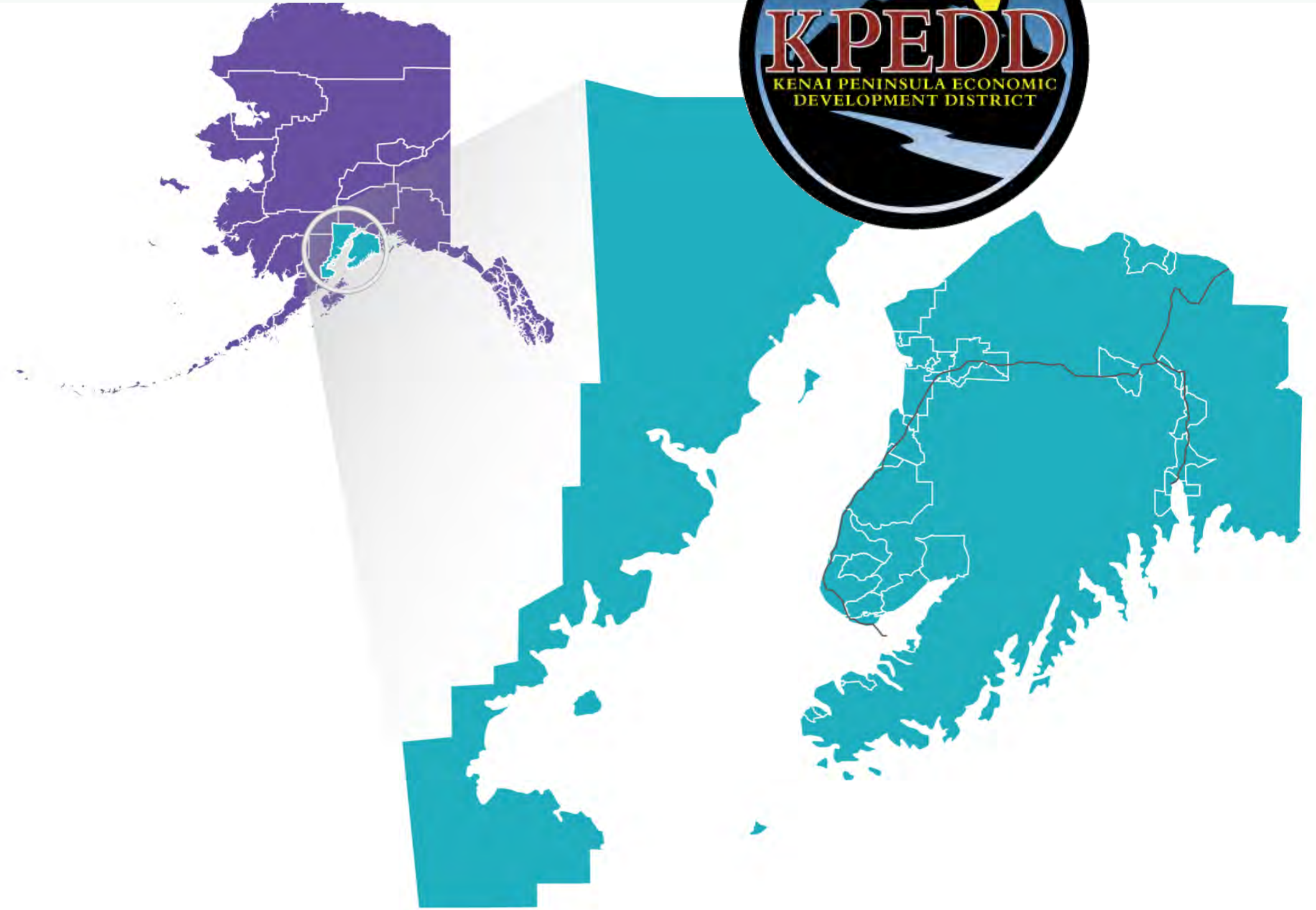
253

Bridge Creek



# KPEDD 2022

## INDUSTRY OUTLOOK FORUM



KENAI VISITOR'S  
CENTER

JANUARY 6TH, 2022

8:15AM-3:40PM

KENAI, ALASKA

REGISTER HERE:

[HTTPS://FORMS.GLE/BKX83NDHOM](https://forms.gle/BKX83NDHOM878W22A)

[878W22A](https://forms.gle/BKX83NDHOM878W22A)





## 2022 INDUSTRY OUTLOOK FORUM

HOSTED BY

**Kenai Peninsula Economic Development District  
And Supported By**

**Cities and Chambers of Commerce of:  
Kenai, Soldotna, Homer, and Seward**

**Thursday, January 6<sup>th</sup>, 2022 – Kenai Chamber of Commerce in Kenai, Alaska**

8:15	<b>Registration &amp; Continental Breakfast</b>	30 min
8:45 - 8:50	<b>Safety Minute</b> <i>Brittany Brown, Executive Director of the Kenai Chamber</i>	5 min
8:50 – 8:55	<b>Pledge of Allegiance &amp; Overview of the Day</b> <i>Tim Dillon, Executive Director of KPEDD</i>	5 min
8:55 – 9:05	<b>Welcome &amp; Update</b> <i>Brian Gabriel, Mayor of Kenai</i>	10 min
9:05 – 9:20	<b>Regional Real Estate Update:</b> <i>Dale Bagely, President Elect Alaska Association of Realtors</i>	15 min
9:20 – 9:50	<b>Tourism Update:</b> <i>Sarah Leonard, CEO Alaska Travel Industry Association (ATIA)</i>	30 min
9:50 – 10:10	<b>State of Alaska Marine Highway System Update:</b> <i>Robert Venebles, Executive Director Southeast Conference</i>	20 min
10:10 – 10:20	<b>Networking Break</b>	10 min
10:20 – 10:40	<b>Medical Services Impact on the Economy:</b> <i>Jared Kosin, President and CEO, Alaska State Hospital and Nursing Home Association</i>	20 min
10:40 – 11:10	<b>Transition and Succession Planning for Businesses:</b> <i>Jon Bittner, Executive Director Alaska Small Business and Development Center (AKSBDC)</i>	30 min

11:10 – 11:35	<b>KPEDD Resources and Business Resiliency Program:</b> Cassidi Cameron, Kenai Peninsula Development District	25min
11:35-11:40	<b>Central Peninsula Young Professionals:</b> Kim Sparacio, Monique Burgin	5 min.
11:40 – 12:00	<b>Hilcorp Update:</b> Vanessa Hughes, Asset Team Leader	20 min
12:00 – 1:00	<b>Lunch: <i>The Kenai Peninsula Solar Farm</i></b> Brad Janorschke, General Manager Homer Electric Association Jenn Miller, Chief Executive Officer Renewable IPP CEO	1 hr
1:00 – 1:20	<b>Alaska Manufacturing:</b> Alyssa Rodrigues, Director	20 min
1:20 – 1:40	<b>Mariculture Update:</b> Julie Decker, Executive Director Alaska Fisheries De- velopment Foundation	20 min
1:40 – 1:50	<b>Networking Break</b>	10 min
1:50 – 2:10	<b>Kenai Peninsula Borough Land Management Update:</b> Marcus Mueller, Land Management Officer	20 min
2:10 – 2:40	<b>Gas and Oil Update:</b> Kara Moriarty, CEO Alaska Oil and Gas Association	30 min
2:40 – 3:10	<b>Statewide CEDS and Economy Update:</b> Nolan Klouda, Executive Director University Of Alaska Center for Economic Development	30 min
3:10 – 3:30	<b>Allutiiq Pride Marine Institute – An introduction:</b> Jeff Hetrick, APMI Director	20 min
3:30 – 3:40	<b>KPEDD Upcoming Events and Closing</b> Tim Dillon, Executive Director	10 min

Presents:

# JAPAN-ALASKA SISTER CITIES PHOTO + ESSAY CAMPAIGN



Eligibility	Submission	Deadline
<p>Residents from municipalities with Japan-Alaska sister city relationships are eligible to participate.</p> <p>There will be an 'adult' category (19 and over) and a 'youth' category (under 19).</p>	<p>1-5 photos and an essay About 100-1000 words long (English)</p>	<p>12:00 pm on February 4, 2022 (Alaska time)</p>

For more information on eligibility and submission guidelines, please see the Consular Office's homepage:

[https://www.anchorage.us.emb-japan.go.jp/inter\\_en/11\\_000001\\_00215.html](https://www.anchorage.us.emb-japan.go.jp/inter_en/11_000001_00215.html)







## 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

Alaska State Trail Program  
RTP Grant Administrators  
550 W. 7<sup>th</sup> Ave, Suite 1380  
Anchorage AK 99501-3561

To Whom It May Concern,

I am writing to express the City of Homer's support for the Recreational Trail Grant proposal/application submitted by the Homer Office, Kenai Area of Alaska State Parks for Kachemak Bay State Park.

The trails in Kachemak Bay State Park are highly valued by the people of Homer. Trail Maintenance Trainings will be a highly prized educational opportunity for the citizens of Homer. The knowledge the members of this training will benefit not only volunteers of the Park, but also volunteers who contribute their time and energy to trails in and around Homer.

I encourage the approval of this application to fund Trail Maintenance Training submitted by Kachemak Bay State Park. Thank you for taking the time to consider this important project.

Sincerely,

Rob Dumouchel  
City Manager



**ORDINANCE REFERENCE SHEET**  
**2021 ORDINANCE**  
**ORDINANCE 21-63**

An Ordinance of the City Council of Homer, Alaska Settling the Current and Future Distributions of Income and Debt in the Natural Gas Distribution Special Assessment Bond Sinking Fund.

Sponsor: Mayor

1. City Council Regular Meeting October 11, 2021 Introduction
  
2. City Council Regular Meeting October 25, 2021 Public Hearing and Second Reading (Second Reading postponed to November 8, 2021)  
  
Memorandum 21-187 from Finance Director as backup  
Memorandum 21-191 from City Manager as backup
  
3. City Council Special Meeting November 8, 2021 Second Reading  
  
Memorandum 21-200 from City Manager as backup
  
4. City Council Regular Meeting December 13, 2021

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

3 Mayor/City Manager

4 **ORDINANCE 21-63(S)**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 SETTLING THE CURRENT AND FUTURE DISTRIBUTIONS OF  
8 INCOME AND DEBT IN THE NATURAL GAS DISTRIBUTION SPECIAL  
9 ASSESSMENT BOND SINKING FUND

10  
11 WHEREAS, Ordinance 13-02 created the City of Homer Natural Gas Distribution Special  
12 Assessment District; and

13  
14 WHEREAS, Ordinance 13-03(S)(2) authorized the City to issue a Natural Gas Distribution  
15 Special Assessment Bond in the principle amount of not to exceed \$12,700,000 to finance the  
16 design and construction of natural gas distribution improvements in the City; and

17  
18 WHEREAS, The City and Enstar signed an agreement titled “Natural Gas Distribution  
19 System Extension Contribution in Aid of Construction Agreement for the City of Homer Natural  
20 Gas Distribution Special Assessment District” (2013 Enstar Agreement) in 2013; and

21  
22 WHEREAS, The natural gas distribution system extension, owned by Enstar, was  
23 successfully constructed and put into operation; and

24  
25 WHEREAS, The City has appropriated an additional \$663,119 to natural gas-related  
26 expenses from the General Fund (\$301,097), Utility Fund (\$95,023), and Harbor Fund (\$266,999)  
27 since 2012; and

28  
29 WHEREAS, The City has collected both annual assessment payments from property  
30 owners and a quarterly refund from Enstar known as free main allowance payments which is  
31 based on calculations contained within §602 of Enstar’s Tariff; and

32  
33 WHEREAS, Ordinance 15-17(S) permitted the City to prepay principal of the Natural Gas  
34 Distribution Special Assessment Bond; and

35  
36 WHEREAS, Ordinance 16-43 provided for the creation of a Natural Gas Distribution  
37 Special Assessment Bond Sinking Fund; and

38  
39 WHEREAS, Ordinance 21-13 appropriated an amount not to exceed \$2,512,000 from the  
40 Natural Gas Distribution Special Assessment Bond Sinking Fund to retire the debt that was  
41 utilized for the construction of the natural gas distribution line; and

42 WHEREAS, The City’s Finance Department used \$2,459,945 to pay off the bond as  
43 directed, which included the entirety of the \$1,971,808 in free main allowance which had been  
44 collected by the City since the initiation of the project; and

45  
46 WHEREAS, On-time assessment payments will continue until September 1, 2024 and  
47 Free Main Allowance payments will continue for 10 calendar years after construction; and

48  
49 WHEREAS, Late assessment payments are likely to continue well beyond 2024; and

50  
51 WHEREAS, There is value in planning for the end phase of the Natural Gas Distribution  
52 Special Assessment Bond Sinking Fund to ensure that surplus funds are put to appropriate  
53 uses; and

54  
55 WHEREAS, The 2013 Enstar Agreement allows free main allowance to be put towards  
56 whatever the City “determines to be appropriate”; and

57  
58 WHEREAS, The City Council has determined it is appropriate to direct excess funds to  
59 the General Fund where it can be used for purposes beneficial to the entire City.

60  
61 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

62  
63 Section 1. Once any debt within the Natural Gas Distribution Special Assessment Bond  
64 Sinking Fund is retired, all payments into the Natural Gas Distribution Special Assessment  
65 Bond Sinking Fund are income to the City of Homer.

66  
67 Section 2. Following debt retirement, the City Treasurer shall annually transfer, on the  
68 business day following the passage of the Resolution accepting the basic financial statements,  
69 the accumulated revenues in the Natural Gas Distribution Special Assessment Bond Sinking  
70 Fund to the General Fund – Fund Balance.

71  
72 Section 3. This is a budget amendment ordinance only, is not permanent in nature, and  
73 shall not be codified.

74  
75 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of \_\_\_\_\_, 2021.

76  
77 CITY OF HOMER  
78  
79 \_\_\_\_\_  
80 KEN CASTNER, MAYOR

81 ATTEST:  
82  
83 \_\_\_\_\_  
84 MELISSA JACOBSEN, MMC, CITY CLERK

- 85 YES:
- 86 NO:
- 87 ABSTAIN:
- 88 ABSENT:
- 89
- 90 First Reading:
- 91 Public Hearing:
- 92 Second Reading:
- 93 Effective Date:

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

3 Mayor/City Manager

4 **ORDINANCE 21-63(S-2)**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 SETTLING THE CURRENT AND FUTURE DISTRIBUTIONS OF  
8 INCOME AND DEBT IN THE NATURAL GAS DISTRIBUTION SPECIAL  
9 ASSESSMENT BOND SINKING FUND, **AND ACCEPTING AND**  
10 **APPROPRIATING FUTURE FREE MAIN ALLOWANCE REFUNDS.**

11  
12 WHEREAS, Ordinance 13-02 created the City of Homer Natural Gas Distribution Special  
13 Assessment District; and

14  
15 WHEREAS, Ordinance 13-03(S)(2) authorized the City to issue a Natural Gas Distribution  
16 Special Assessment Bond in the principle amount of not to exceed \$12,700,000 to finance the  
17 design and construction of natural gas distribution improvements in the City; and

18  
19 WHEREAS, The City and Enstar signed an agreement titled “Natural Gas Distribution  
20 System Extension Contribution in Aid of Construction Agreement for the City of Homer Natural  
21 Gas Distribution Special Assessment District” (2013 Enstar Agreement) in 2013; and

22  
23 WHEREAS, The natural gas distribution system extension, owned by Enstar, was  
24 successfully constructed and put into operation; and

25  
26 WHEREAS, The City has appropriated an additional \$663,119 to natural gas-related  
27 expenses from the General Fund (\$301,097), Utility Fund (\$95,023), and Harbor Fund (\$266,999)  
28 since 2012; and

29  
30 WHEREAS, The City has collected both annual assessment payments from property  
31 owners and a quarterly refund from Enstar known as free main allowance payments which is  
32 based on calculations contained within §602 of Enstar’s Tariff; and

33  
34 WHEREAS, Ordinance 15-17(S) permitted the City to prepay principal of the Natural Gas  
35 Distribution Special Assessment Bond; and

36  
37 WHEREAS, Ordinance 16-43 provided for the creation of a Natural Gas Distribution  
38 Special Assessment Bond Sinking Fund; and

39  
40 WHEREAS, Ordinance 21-13 appropriated an amount not to exceed \$2,512,000 from the  
41 Natural Gas Distribution Special Assessment Bond Sinking Fund to retire the debt that was  
42 utilized for the construction of the natural gas distribution line; and

43 WHEREAS, The City’s Finance Department used \$2,459,945 to pay off the bond as  
44 directed, which included the entirety of the \$1,971,808 in free main allowance which had been  
45 collected by the City since the initiation of the project; and

46  
47 WHEREAS, On-time assessment payments will continue until September 1, 2024 and  
48 Free Main Allowance payments will continue for 10 calendar years after construction; and

49  
50 WHEREAS, Late assessment payments are likely to continue well beyond 2024; and

51  
52 WHEREAS, There is value in planning for the end phase of the Natural Gas Distribution  
53 Special Assessment Bond Sinking Fund to ensure that surplus funds are put to appropriate  
54 uses; and

55  
56 WHEREAS, The 2013 Enstar Agreement allows free main allowance to be put towards  
57 whatever the City “determines to be appropriate”; and

58  
59 **WHEREAS, The City expects to receive the Free Main Allowance refunds through**  
60 **2025 and Free Main Allowance deposits that the City receives shall be appropriated at**  
61 **time of receipt; and**

62  
63 WHEREAS, The City Council has determined it is appropriate to direct excess funds to  
64 the General Fund where it can be used for purposes beneficial to the entire City.

65  
66 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

67  
68 Section 1. Once any debt within the Natural Gas Distribution Special Assessment Bond  
69 Sinking Fund is retired, all payments into the Natural Gas Distribution Special Assessment  
70 Bond Sinking Fund are income to the City of Homer.

71  
72 **Section 2. The City Council hereby accepts and appropriates future Free Main**  
73 **Allowance refunds as follows:**

74  
75

<u>Account</u>	<u>Description</u>	<u>Amount</u>
<b><u>175-0375</u></b>	<b><u>City of Homer Natural Gas Distribution Special</u></b> <b><u>Assessment Bond Sinking Fund</u></b>	<b><u>TBD</u></b>

76  
77  
78

79 Section 3. Following debt retirement, the City Treasurer shall annually transfer, on the  
80 business day following the passage of the Resolution accepting the basic financial statements,  
81 the accumulated revenues in the Natural Gas Distribution Special Assessment Bond Sinking  
82 Fund to the General Fund – Fund Balance.

83 Section 4. This is a budget amendment ordinance only, is not permanent in nature, and  
84 shall not be codified.

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ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_ day of \_\_\_\_\_, 2021.

CITY OF HOMER

\_\_\_\_\_  
KEN CASTNER, MAYOR

ATTEST:

\_\_\_\_\_  
MELISSA JACOBSEN, MMC, CITY CLERK

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective 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 21-200

TO: Mayor Castner and Homer City Council  
 FROM: Rob Dumouchel, City Manager  
 DATE: November 2, 2021  
 SUBJECT: Update to Ordinance 21-63

At the October 25<sup>th</sup> Council meeting, the Council chose to postpone a decision on Ordinance 21-63 to our November meeting. During Committee of the Whole, there was a lot of discussion regarding the ordinance and the type of information that would be required for the Council to get to a point where they would be willing to adopt Ordinance 21-63. Inspired by that discussion, I have created a substitute ordinance which hopefully provides the information the Council was seeking in order to more confidently make a decision on the matter. The substituted memo ultimately does the same thing as the original draft, however, it takes a different pathway to explaining the concept. This memo contains some discussion of the substitute ordinance.

### Natural Gas Line Bond and Special Assessment District Origins

Ordinance 13-02 created the Natural Gas Distribution Special Assessment District and Ordinance 13-03(S)(2) authorized the bond for up to \$12,700,000. The City signed an agreement with Enstar in 2013 which defined our contribution in aid of construction. The natural gas distribution system extension was constructed thereafter. Enstar owns, operates, and maintains the main.

### Free Main Allowance

Enstar provides a refund to the City called a free main allowance (FMA) when new customers connect to the gas line. FMA is explained in more detail in §602 Enstar's tariff (attached to this document). It is also discussed in section 11 of the agreement between the City and Enstar which was signed in 2013 (also attached). The City will receive FMA payments for ten calendar years following construction.

Year	FMA Payments	Year	FMA Payments
2015	\$1,302,822	2019	\$114,996
2016	\$169,998	2020	\$88,006
2017	\$130,242	2021 (to date)	\$38,961
2018	\$144,120	<b>TOTAL</b>	<b>\$1,989,145</b>

There is not much guidance in the tariff or the City’s contract with Enstar regarding use of FMA. Our agreement has the following language:

*The CITY may distribute the refund entitlements, credit the refund against assessments due the CITY under the HSAD, make special assessment bond payments (related to financing the HSAD), deposit the refund in a fund used as security for said special assessment bonds, **or may make such use of the refund as it determines to be appropriate** (emphasis added).*

To date, the only thing on which the City has spent FMA funds is the payoff of the gas line bond earlier in 2021. \$1,971,808 of the \$2,459,945 payoff came from FMA.

**Additional Natural Gas-Related Appropriations**

Throughout the life of the gas line, the City has put approximately \$663,119 from non-gas line-related funds into supporting gas line-related purposes. These investments include paying assessments, retrofitting facilities, etc. The table below identifies some of the known appropriations.

<b>Ordinance</b>	<b>General Fund</b>	<b>Utility Fund</b>	<b>Harbor Fund</b>
Ord. 12-46	\$50,165		
Ord 13-19(A)(S)	\$148,319	\$76,461	
Ord 14-07	\$34,089		
Ord 14-22(A)		\$18,562	\$64,708
Ord 15-21	\$68,524		\$202,291
<b>TOTAL</b>	<b>\$301,097</b>	<b>\$95,023</b>	<b>\$266,999</b>

**Staff Recommendation:** Adopt Ordinance 21-63(S)

Enclosures:

1. Excerpt of Enstar Tariff (§602)
2. 2013 Contract with Enstar
3. Gas Fund 175 Spreadsheet from Finance Department



**ENSTAR Natural Gas Company**

**§602    Extension of Mains**

**§602a    General**

The Utility will construct the facilities necessary to extend a Gas Distribution Main (a “Main Extension”) to any location within its certificated area if the Main Extension is economically feasible and does not cause an unreasonable added cost burden to be borne by existing Customers. With the exception of Feeder Mains described in Section 602f(4) below, each Main Extension must be considered individually for economic feasibility. A Main Extension may involve one or more Participants.

**§602b    Costs to Construct**

The Utility will calculate the costs to construct each Main Extension. These costs are based on the facilities necessary to provide service and include Mains, underground service pipes, meters, regulators, etc., as well as the engineering and supervision necessary to design and construct the facilities to meet all legal and safety requirements (including applicable overhead costs).

**§602b(1)    Standard Construction Costs**

In calculating the costs to construct a Main Extension, the Utility will use the Standard Construction Costs (Sheet 236) applicable for the year of construction.

On or before May 1 of each year, the Utility will, by tariff advice letter, file the Standard Construction Costs applicable for the next calendar year. The Standard Construction Costs filed will be calculated by using the actual average cost per foot of the construction of two-inch Main Extensions for the previous five years subject to a 10% increase limitation over the previous approved cost per foot. For example, if the approved Standard Construction Cost for a given year (Year 1) is \$20.00 per foot, and the calculated five year average for the next year (Year 2) is \$23.00, the 10% increase limitation would apply and the new revised Standard Construction Cost for the next year (Year 2) would be \$22.00. Further, when computing the Standard Construction Cost for Year 3, the increase limitation will be based upon the revised Standard Construction Cost for Year 2 of \$22.00.

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Cancelling

Sheet No. 60  
Sheet No. \_\_\_\_\_

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ENSTAR Natural Gas Company

§602b(2) Charges in Excess of Standard Costs

The Utility may include Charges in Excess of Standard Costs in its calculation of the cost to construct a Main Extension for items which are particularly unique to that Main Extension and which could cause an undue additional cost burden to be borne by existing Customers if only Standard Construction Costs were used. Examples of such unique charges would include, but are not limited to, costs for: the construction of river or stream crossings; construction in swamp, hard rock, or frozen ground areas; construction and permitting in ecologically fragile areas; road bores, open cut crossings, asphalt removal and replacement; or, construction in the right-of-way of a limited access highway. Charges for these items will be based on the Utility's current engineering cost estimates.

§602b(3) Mains in Excess of Two Inches

If the size of the Main Extension that is required for service is in excess of two inches, the cost to construct will be based on the Utility's estimate of actual construction costs. If the actual cost of construction is less than the Utility's estimate, then the difference will be refunded to the Participant.

§602b(4) Cost of System Upgrade

Charges in excess of Standard Construction Costs may include the cost of a system upgrade if it is incidentally the result of a potential Customer's (or Participant's) addition to the system and the potential Customer has a load requirement that is not comparable to those in the area being served by the facilities requiring upgrade.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning



**ENSTAR Natural Gas Company**

*§602b(5)* Calculation

For Main Extensions utilizing Standard Construction Costs, the costs to construct a Main Extension will be the total of the footage for a two-inch Main necessary to provide service multiplied by the applicable Standard Construction Cost plus any Charges in Excess of Standard Costs. For Main Extensions requiring pipe in excess of two inches, the costs to construct the Main Extension will be calculated in accordance with Section 602b(3) above.

*§602c* **Free Main Allowance**

In determining if a Main Extension is economically feasible, the Utility will calculate a Free Main Allowance. This allowance is an estimate of the amount of Main expenditure that can be incurred for an “average” Customer of each class without significant adverse effect to the existing Customer base.

*§602c(1)* Standard Load Allowances

In calculating the Free Main Allowance for a Main Extension, the Utility will use the Standard Load Allowances (Sheet 236) applicable for the year of construction. On or before May 1 of each year, the Utility will, by tariff advice letter, file Standard Load Allowances and supporting documentation applicable for the next calendar year. The Standard Load Allowances will be the actual average embedded plant cost per Customer for each Customer class as of the end of the prior calendar year less that prior calendar year’s cost per Customer (by class) for meter assemblies and Service Lines. These per Customer costs will be calculated using the methodology accepted by the Commission in the Utility’s most recent cost of service study. For computing average loads the Utility will use the following:

		<u>2021</u>	<u>2022</u>		<b>C</b>
<i>§602c(1)(a)</i>	Average G1 load	143	143	Mcf per year	
<i>§602c(1)(b)</i>	Average G2 load	371	373	Mcf per year	<b>I</b>
<i>§602c(1)(c)</i>	Average G3 load	1,169	1,173	Mcf per year	<b>I</b>
<i>§602c(1)(d)</i>	Average G4 load	7,370	7,408	Mcf per year	<b>I</b>

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Original

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REGULATORY COMMISSION OF ALASKA



**ENSTAR Natural Gas Company**

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§602c(2) Calculation

The Utility will compute a Free Main Allowance for each Participant that is anticipated to connect directly to and begin taking service (thereby becoming a consuming Customer) from the proposed Main Extension at the time of construction. The allowance is the product of the Participant's estimated permanent annual load multiplied by the applicable Standard Load Allowance in effect.

**§602d Evaluation of Economic Feasibility**

§602d(1) If the costs to construct a Main Extension as computed in Section 602b above do not exceed the sum of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction, the Main Extension is considered economically feasible.


§602d(2) If the costs to construct a Main Extension as computed in Section 602b above exceed the total of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction, the Utility may require an Advance of the cost of the Main Extension above the total of the Free Main Allowances from the Participants.

Tariff Advice No. 221-4

**Effective**

MAY 14, 2012

**Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.**

By:   
Daniel M. Dieckgraeff

**Title: Manager, Rates and Regulatory Affairs**

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Regulatory Commission of Alaska



ENSTAR Natural Gas Company

**§602e Main Extension Advances**

Main Extension Advances may be in the form of a Main Extension Deposit or a Main Extension Contribution in Aid of Construction. The Utility may require a Contribution in Aid of Construction when the estimated total load during the life of the Main Extension is insufficient to avoid an undue cost burden on existing Customers.

**§602e(1) Calculation of Initial Advance**

The initial Main Extension Advance is calculated by taking the excess of the costs to construct over the total of the Free Main Allowance for all Participants anticipated to become consuming Customers on the Main Extension at the time of construction. This is the total Advance required for the entire Main Extension.

Normally, the total Advance required for the entire Main Extension is divided by the total number of Participants. However, the Participants can agree to unequal individual Advances, as long as the sum of all of the Advances equals the total Advance required for the entire Main Extension. The individual Advances for a Feeder Main are calculated as provided in Section 602f(4) below.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning



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§602e(2) Customer Additions

§602e(2)(a) Any previously paid Main Extension Advances for a completed Main Extension, except a Feeder Main, must be recomputed when a new consuming Customer who was not a Participant in the Main Extension is added in the calendar year of construction and for two full calendar years following. The new consuming Customer will become a Participant and will be required to pay, as a Main Extension Advance, a prorated share of the original Main Extension Advance. The Utility will calculate the new consuming Customer's Free Main Allowance using the applicable Standard Load Allowances in effect at the time the new consuming Customer joins the system.

§602e(2)(b) Any new consuming Customers added to the Main Extension after two full calendar years following the calendar year of construction will not be required to pay a prorated share of the original Main Extension Advance.

§602e(3) Refunds

§602e(3)(a) Refunds will be calculated for those Participants who made Main Extension Advances except for Feeder Mains, prorata, equal in total to the amount of Advances received from new Participants plus the Free Main Allowance from new consuming Customers directly served by the Main Extension during the calendar year of its construction and for two full calendar years following. These refunds will be calculated and paid by the Utility annually by April 1 based upon the prior year's Participant and Customer additions to the Main Extension.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

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ENSTAR Natural Gas Company

§602e(3)(b) After the two full calendar years following the calendar year of construction, refunds will be calculated for those Participants who have Main Extension Advances on the Main Extension except for Feeder Mains, prorata, equal in total to the amount of the Free Main Allowance for each new consuming Customer directly served by the Main Extension until all of the Advance has been refunded or until the end of ten full calendar years following the calendar year of construction, which ever occurs earlier. These refunds will be calculated and paid by the Utility quarterly within one month following the end of the calendar quarter based upon the previous calendar quarter's Customer additions to the Main Extension.

§602e(3)(c) After the end of ten full calendar years following the calendar year of construction:

§602e(3)(c)(i) For Main Extension Deposits, the entire remaining Advance shall be refunded by the first of April of the eleventh year.

§602e(3)(c)(ii) For Main Extension Contributions in Aid of Construction, all remaining portions of the Advance become non-refundable.

§602e(3)(d) In no case may the amount of the refund or the amount totally refunded exceed the amount of the original Advance.

§602e(3)(e) After April First of each year, any Participant with an outstanding Main Extension Advance may request a report of Customers added to the Main Extension in the preceding calendar year.

§602e(4) Interest

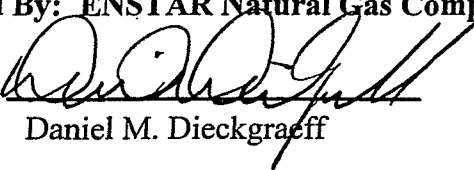
The Utility shall not pay interest on Main Extension Advances.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

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**§602f Types of Main Extension Advances**

Main Extension Advances generally fall into one of the following general categories. Each type can be either a Deposit or a Contribution in Aid of Construction.

**§602f(1) Standard Main Extension Advance**

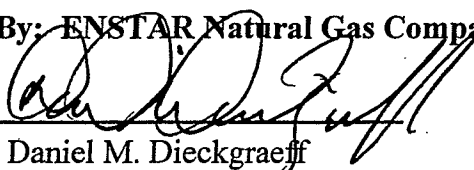
A standard Main Extension Advance generally involves a group of property owners who have joined together to request gas service to their properties without the help of a Governmental agency. The costs to construct are calculated in accordance with Section 602b above and the total Advance is calculated as provided for in Sections 602c through 602e above.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective **May 16, 2001**

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

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Regulatory Commission of Alaska



ENSTAR Natural Gas Company

§602f(2) Developing Subdivisions

Main Extensions into an area that is being subdivided or developed (a "Developing Subdivision") for either residential or commercial construction, which contemplate the installation of an integrated system to serve an entire subdivision or a portion of a subdivision being developed in stages, will be constructed at the sole discretion of the Utility. The agreements for this type of Main Extensions are generally entered into with a developer.

§602f(2)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(2)(b) The Utility will calculate any necessary Advances in accordance with Sections 602c through 602e above except that:

§602f(2)(b)(i) The total Advance calculated in accordance with Section 602e(1) (i.e., for the entire project) shall be paid by the developer.

§602f(2)(b)(ii) The refunds provided for in Section 602e(3) shall be calculated for and paid to the developer. If an additional Customer generates a refund of Free Main Allowance only, the refund will be paid on a quarterly basis similar to that outlined in Section 602e(3)(b).

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:   
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning



ENSTAR Natural Gas Company

§602f(3) Special Assessment or Local Improvement Districts

Under AS 29.46, local governmental bodies may form a special assessment district, also known as a local improvement district (LID). The Utility may enter into an agreement with a sponsoring government body (SGB) for the purpose of extending natural gas service into a LID.

§602f(3)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(3)(b) The Utility will calculate any necessary Advances in accordance with Sections 602c through 602e above, except that:

§602f(3)(b)(i) The total Advance calculated in accordance with Section 602e(1) (i.e., for the entire project) shall be paid by the SGB.

§602f(3)(b)(ii) The refunds provided for in Section 602e(3) shall be calculated for and paid to the SGB. If a new consuming Customer generates a refund of Free Main Allowance only, the refund will be paid on a quarterly basis similar to that outlined in Section 602e(3)(b).

§602f(3)(c) The SGB shall pay the Advance within thirty days of receipt of notification of completion and an invoice for the Advance from the Utility. Any amount of the Advance not paid to the Utility and outstanding after thirty days will be subject to interest.

§602f(3)(d) Annually, the SGB will provide the Utility with a sworn verification that refunds made to SGB for the previous year under Section 602e(3) have been applied on behalf of the individual Participants in accordance with the SGB's ordinances and resolutions that authorized the LID and this Section 602f(3).

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

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Regulatory Commission of Alaska



ENSTAR Natural Gas Company

§602f(4) Feeder Mains

A Feeder Main is a Gas Distribution Main that extends through a sparsely inhabited area and links a populated area downstream to the Utility's system supply. It is not economically feasible on its own, and in the view of the Utility, would result in an inequitable apportionment of costs if the Advance necessary were borne exclusively by the Participants directly connecting to the Feeder Main.

To prevent inequity, the Utility will allocate the Feeder Main Advance to the Participants directly connecting to the Feeder Main and to Participants on Main Extensions constructed downstream of the Feeder Main.

§602f(4)(a) The Utility will calculate the costs to construct in accordance with Section 602b above.

§602f(4)(b) The provisions of Section 602e above will generally apply to Feeder Main Extension Advances except as provided below:

§602f(4)(b)(i) The Utility will estimate the number of Participants it expects to connect directly to the Feeder Main, and the number of Participants it expects on Main Extensions constructed downstream of the Feeder Main in the year of construction and for four full calendar years thereafter.

§602f(4)(b)(ii) The total Advance for the Feeder Main calculated in accordance with Section 602e(1) will be divided by the total number of estimated Participants determined in Sub-Section 602f(4)(b)(i) above to determine the "Feeder Main Component".

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

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Original

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ENSTAR Natural Gas Company

§602f(4)(b)(iii) The Feeder Main Component will be collected from each Participant who directly connects to the Feeder Main or participates in any Main Extension constructed downstream of the Feeder Main who relies upon the Feeder Main for gas service until the total Advance is collected.

§602f(4)(b)(iv) The Feeder Main Component will be a non-refundable Contribution in Aid of Construction. There will be no refunds of the Feeder Main Component.

§602f(4)(c) Participants on Main Extensions constructed downstream of the Feeder Main will not be required to have a separate Main Extension Agreement for the Feeder Main Component. The Feeder Main Component will be separately identified and explained in the Agreement for the downstream Main Extension.

§602f(4)(d) A Developing Subdivision or a Local Improvement District Main Extension constructed downstream of the Feeder Main must add to its cost a Feeder Main Component for each of the lots or Participants (as appropriate) involved in such Main Extension.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning



RCA No. 4 Original  
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Regulatory Commission of Alaska



ENSTAR Natural Gas Company

**§602g Participant Construction**

The Utility may, at its discretion, allow Participants, or their appointed agents, to perform a portion of the trenching and backfilling of a Main Extension. The Utility will establish in writing, standards of performance, safety, inspection, insurance and bonding which must be complied with prior to commencement and acceptance of any Participant trenching and backfilling.

The Utility will credit the Participant's Main Extension Advance or Contribution in Aid of Construction for the amount of work performed by the Participant and accepted by the Utility. In no case will this credit be in excess of the Utility's estimated cost to trench and backfill the extension less the cost of inspection nor will the credit exceed the amount of the total Main Extension Deposit or Contribution in Aid of Construction for that given extension.

Failure of a Participant, or the Participant's appointed agent, to comply with the standards as set forth by the Utility may result in additional charges by the Utility against the Main Extension cost to construct and the Participant's Main Extension Deposit or Contribution in Aid of Construction. The Utility is not obligated to accept or provide gas service through any facilities that do not meet its construction standards.

Pursuant to:  
U-99-93(2) / U-99-94(2)

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ENSTAR Natural Gas Company

**§602h Ownership**

At all times the Utility shall own, operate and maintain all gas distribution facilities up to the Point of Delivery regardless of whether the facilities have been constructed using Participant supplied trenching and backfilling, Main Extension Deposits, or Contributions in Aid of Construction, or were part of a LID.

**§602i Initiation of Line Construction**

No line construction or clearing or right-of-way shall be initiated under this section until all required Advances, contributions, Deposits, easements, permits and related documents have been received by the Utility, properly signed and executed, except as provided in Section 602f(3)(c).

**§602j Easements and Rights-of-Way**

The Participant shall grant the Utility specific easements and rights-of-way necessary for a proper gas Service Connection to that Participant's location. Failure on the part of the Participant to grant such easements and rights-of-way constitutes grounds for the Utility to refuse to construct the Main Extension.

Pursuant to:  
U-99-93(2) / U-99-94(2)

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Regulatory Commission of Alaska



ENSTAR Natural Gas Company

**§602k Main Extension Agreement**

Each Main Extension requiring payment shall be in writing and shall set forth the amount of the Deposit or Contribution required, the terms and conditions of payment, the terms under which refunds will be made and other relevant information. The agreement will also provide that a Participant who has made a Deposit may request an annual report of the consuming Customers added to the Main Extension. The agreement shall be signed by the Utility and by the Participant (or the Participant's authorized representative), or in the case of a LID Main Extension, the SGB's authorized representative.

**§602l Waivers**

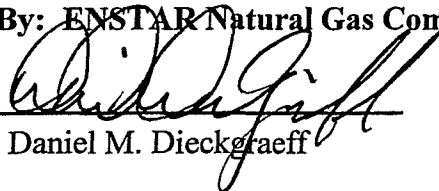
In those unusual circumstances where the Utility believes that application of its Gas Main Extension policy outlined above will result in an inequitable apportionment of costs to one or more Participants (or its existing Customers), the Utility may modify the application of its tariff provision as necessary to remove the inequity by entering into an agreement with the Participant(s) and reporting the agreement to the Commission.

Pursuant to:  
U-99-93(2) / U-99-94(2)

Effective May 16, 2001

Issued By: ENSTAR Natural Gas Company, A Division of SEMCO ENERGY, Inc.

By:

  
Daniel M. Dieckgraeff

Title: Vice President, Rates and Planning

**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1 THIS AGREEMENT made this 20<sup>th</sup> day of March, 2013, by and between ENSTAR Natural  
2 Gas Company, a division of SEMCO Energy, Inc., whose address is 3000 Spenard Road, P. O. Box  
3 190288, Anchorage, Alaska 99519-0288 (hereafter "ENSTAR"), and the City of Homer, whose  
4 address is 491 East Pioneer Avenue, Homer, Alaska 99603 (hereafter "CITY").  
5

6 WHEREAS, ENSTAR is a gas distribution public utility which provides natural gas service  
7 subject to tariff on file with the Regulatory Commission of Alaska and is authorized to provide said  
8 service within the CITY, and  
9

10 WHEREAS, the CITY is in the process of forming a natural gas distribution special  
11 assessment district (hereafter "HSAD") consisting of the lots and tracts within the CITY area as  
12 shown on Attachment "A", for the purpose of installing a natural gas distribution system extension  
13 (hereafter "System"), and  
14

15 WHEREAS, the System, which will be an extension of ENSTAR's existing system, will be  
16 constructed and ultimately the responsibility of, and be owned and operated by ENSTAR, its  
17 successors or assigns, and,  
18

19 WHEREAS, said System must be installed to ENSTAR's specifications, by ENSTAR or by  
20 a contractor approved by ENSTAR in order for ENSTAR to connect to the System and to assume  
21 full responsibility for the System, and  
22

23 WHEREAS, Section 602 of ENSTAR's tariff governs System extensions.  
24

25 NOW THEREFORE, in consideration of the premises ENSTAR and the CITY agree as  
26 follows:  
27

28 1. For a contribution in aid of construction (CIAC) in an amount not to exceed  
29 \$12,160,632 calculated in accordance with Section 602 of ENSTAR's tariff and subject to the  
30 provisions below, ENSTAR will construct an extension of its natural gas distribution system of  
31 approximately 392,000 feet of 2" High Density Polyethylene Pipe to allow service to all lots and  
32 tracts within the HSAD as depicted on Attachment "A" to this Agreement. ENSTAR may elect (but  
33 shall not be obligated) to construct the System to accommodate future customer load, but all costs to  
34 accommodate future load in excess of the CIAC stated above will be borne solely by ENSTAR.  
35 This Agreement does not provide for the connection of a service line from the System to the  
36 property owner or customer's facilities. The cost, terms and conditions for the connection of a  
37 service line is governed by a separate Service Line Agreement between ENSTAR and the individual  
38 property owner or customer which must be executed before natural gas can be provided to said  
39 facilities. The not to exceed CIAC referenced above is an estimate calculated in accordance with  
40 Section 602 of ENSTAR's Tariff. This is a total project cost estimate used to calculate property  
41 assessments in the HSAD and for the purposes of seeking project financing. The parties agree to the  
42 following provisions with respect to the CIAC.

43 (a) Construction of the System will occur in two Phases. Phase I is planned for  
44 the 2013 construction season and Phase II is planned for the 2014 construction season. The not to



**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1 exceed CIAC applies to the total System and to both Phases and construction seasons. ENSTAR  
2 agrees that if construction is delayed and cannot be completed until 2015, the not to exceed CIAC  
3 and the final CIAC based upon the actual costs described below apply and remain in effect.

4 (b) ENSTAR agrees that if the total project cost exceeds the not to exceed CIAC,  
5 it will be responsible for the excess, and will not ask the CITY for an additional contribution.

6 (c) ENSTAR agrees that the actual CIAC may be less than the not to exceed  
7 CIAC. In accordance with the provisions of Section 7 below, ENSTAR agrees to invoice the CITY  
8 for its actual costs of construction on a time and materials basis. For the purposes of this contract,  
9 actual cost means:

10 (1) Labor costs for work performed by ENSTAR employees plus  
11 allowable administrative and construction overheads at the rates established by the State of Alaska  
12 Annual Systems Audit for 2013 reimbursable construction projects.

13 (2) The actual contract cost for installation of pipe by a qualified third-  
14 party contractor. ENSTAR agrees that there will be no mark-ups, overhead or profit charged on  
15 third-party contracts.

16 (3) The actual contract cost of all other third-party contracts, including,  
17 but not limited to, surveyors. ENSTAR agrees that there will be no mark-ups, overhead or profit  
18 charged on third-party contracts.

19 (4) The actual cost of all project materials, plus a markup on material  
20 handled by ENSTAR employees to compensate ENSTAR for its administrative and construction  
21 overheads at the rates established by the State of Alaska Annual Systems Audit for 2013  
22 reimbursable construction projects. ENSTAR agrees that inventory overheads will not apply if  
23 materials are delivered directly to the construction site.

24 (d) The CITY reserves the right to examine or audit all financial records directly  
25 related to this project and the invoices submitted to the CITY. This includes, but is not limited to,  
26 contracts, invoices, timesheets, and other relevant documents.

27  
28 2. ENSTAR shall perform, or have performed, all studies, analyses, engineering,  
29 contracting, acquisition, construction, supervision, testing, acceptance and other acts necessary to  
30 construct the System.

31  
32 3. ENSTAR shall install the System within existing easements and right-of-ways where  
33 natural gas lines may be installed or it will obtain easements as needed where existing easements  
34 and right-of-ways are not adequate. ENSTAR's inability to secure the necessary easements and/or  
35 right-of-ways shall be considered reasonable cause under paragraph 15 of this Agreement.

36  
37 4. ENSTAR shall own the System; however, if at any time before the end of the useful  
38 life of the System, ENSTAR or its successors or assigns formally abandons natural gas service to  
39 any lot or tract shown on Attachment "A," excluding abandonment of service lines or related plant  
40 then, ENSTAR shall, upon written demand by the CITY, convey to the CITY all of ENSTAR's  
41 rights, title and interest in that part of the System abandoned, including any unrefunded construction  
42 deposits.

**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1           5.     The CITY makes no warranties of title, quality or fitness for a particular use and  
2 specifically denies any warranty or responsibility of any kind with respect to the engineering,  
3 construction, location, condition or completeness of the System.  
4

5           6.     ENSTAR shall assume full responsibility for all aspects of the System, including but  
6 not limited to the System's maintenance, upkeep and safety. ENSTAR agrees to maintain and  
7 operate the System at ENSTAR's sole expense for the useful life of the System or until gas service  
8 is discontinued in accordance with applicable law. Additionally, excluding incidents which arise in  
9 whole or in part from the negligent acts or omissions of the CITY or its personnel that cause bodily  
10 injury or death or physical damage to tangible property, ENSTAR agrees to indemnify, save, hold  
11 harmless and defend the CITY for and from any and all claims, charges and suits arising in whole or  
12 in part out of the engineering, construction, location, operation, use or any condition of the System,  
13 or arising from ENSTAR's failure to obtain necessary permits, authorizations, or failure to comply  
14 with any federal, state or local law applicable to the Agreement, or arising out of any other action or  
15 failure to act by ENSTAR related to the System.  
16

17           7.     The CITY shall pay ENSTAR, in total, no more than the not to exceed CIAC set out  
18 in paragraph 1 above. The actual CIAC may be less and will be based upon actual costs incurred as  
19 described in Section 1 above. The parties have a mutual interest to ensure that the project proceeds  
20 expeditiously and efficiently. Therefore, the City agrees to advance funds in three lump sum  
21 installments in calendar year 2013. On or about March 25, 2013, the City will provide a lump sum  
22 in the amount of \$2,000,000 to facilitate pre-construction activities including, but not limited to,  
23 permitting, surveying, engineering, design and procurement. This date is subject to final approval of  
24 the financing documents by a lending institution, the City Council, and the availability of the bond  
25 proceeds. Notwithstanding a written authorization to proceed from the CITY, until ENSTAR has  
26 received this initial advance of \$2,000,000, ENSTAR shall not be obligated to commence pre-  
27 construction activities.  
28

29     Provided that ENSTAR first has notified the City that ENSTAR has signed a construction contract  
30 with a third-party contractor, the City will forward a second lump sum in the amount of \$3,000,000  
31 no later than June 3, 2013. Notwithstanding a written authorization to proceed from the City, until  
32 ENSTAR has received this second advance payment of \$3,000,000, ENSTAR shall not be obligated  
33 to commence installation of natural gas distribution mains.  
34

35     Finally, the City shall forward a third lump sum payment in the amount of \$2,000,000 no later than  
36 August 5, 2013. If the third advance is not made by August 5, 2013, ENSTAR may cease all  
37 construction activities until such payment is actually received by ENSTAR.  
38

39     The foregoing advance payments will be made in 2013 for a total of \$7,000,000. If the project is  
40 terminated for any reason, ENSTAR will refund any unused balance within thirty (30) days of  
41 contract termination.  
42

43     Beginning in 2014, after all funds advanced in 2013 are exhausted, ENSTAR shall invoice the  
44 CITY each month during construction of the System for actual costs for ENSTAR labor, project

**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1 materials, and contractor work incurred during the preceding month. Save and except for portions  
2 of an invoice that are disputed in good faith, payments are to be made within thirty (30) days of  
3 receipt by the CITY of an ENSTAR invoice until the project is deemed complete, or the CIAC  
4 amount in paragraph 1 has been paid in full. Any amount outstanding after thirty (30) days will  
5 accrue interest at the rate of 10.5% percent per annum. In the event that all or a portion of any  
6 invoice (except for any portion of the invoice that is disputed in good faith) is not paid within forty-  
7 five (45) days from receipt of billing, ENSTAR may suspend all construction activities until the past  
8 due balance has been paid in full.

9  
10 8. For the purposes of conforming with the section of ENSTAR's tariff governing  
11 System extensions (Section 602), the HSAD will be considered a developing subdivision. The  
12 CITY will be analogous to a developer for the purposes of payment and refund of the CIAC outlined  
13 in paragraph 1 above.

14  
15 9. The HSAD is designed and engineered to accommodate a single service line and  
16 meter to each lot and tract shown in Attachment "A." In the event a tract or parcel is subdivided  
17 into multiple lots, or a tract or parcel is developed in a manner requiring multiple meters or service  
18 lines, ENSTAR, in its sole discretion, may require payment for a separate main extension and/or  
19 reinforcement costs.

20  
21 10. ENSTAR, in its sole discretion, may elect to treat property outside of the HSAD as  
22 shown in Attachment "A" as property not eligible for connection to the HSAD without payment for  
23 a separate main extension and/or reinforcement costs. Alternatively, ENSTAR may elect to connect  
24 such property to the System installed under the terms of this Agreement. In that event, property  
25 outside of the HSAD shall be treated as property that has not contributed to the cost of the System.  
26 Accordingly, if the property is connected during the calendar year of construction, or within two (2)  
27 full years following the year of construction, the property owner or customer will be required to pay,  
28 as a main CIAC, a prorated share of the original CIAC prior to connection to the System, as outlined  
29 in Section 602e(2)(a) of ENSTAR's tariff. Any deposits collected from outside the HSAD plus the  
30 Free Main Allowance (FMA) attributable to the new customer will be refunded pro rata to the CITY  
31 and any new customer who has paid a deposit by February 1 for the previous year's new customer  
32 additions.

33  
34 11. Refunds:

35 (a) The Main Extension CIAC collected from a new Participant (as described in  
36 paragraph 10 above) plus the FMA attributable to the new Participant will be calculated and paid by  
37 ENSTAR annually on a pro rata basis to the CITY and any new Participant having paid a Main  
38 Extension CIAC. These will be paid by April 1 and be based upon the prior year's Participant  
39 additions to the Main Extension.

40 (b) Refunds not involving the collection of a CIAC will be calculated for the  
41 CITY and those Participants who have Main Extension Advances on the Main Extension, except for  
42 Feeder Mains, prorata, equal in total to the amount of the Free Main Allowance for each new  
43 consuming Customer directly served by the Main Extension (not already included in a refund made  
44 under paragraph 11(a) above) until all of the CIAC portion of the Advance has been refunded or



**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1 until the end of ten (10) full calendar years following the calendar year of construction, whichever  
2 occurs earlier. These refunds will be calculated and paid by ENSTAR quarterly within one month  
3 following the end of the calendar quarter and will be based upon the previous calendar quarter's  
4 Customer additions to the Main Extension.

5 (c) After the end of ten (10) full calendar years following the calendar year of  
6 construction the entire remaining amount of the CIAC shall become non-refundable and the  
7 property of ENSTAR.

8 (d) ENSTAR may offset against any portion, or all, of any Main Extension  
9 CIAC, or any refund of a Main Extension CIAC, for any or all outstanding monies due ENSTAR by  
10 the CITY.

11 (e) This Main Extension CIAC shall bear no interest and in no case may the  
12 amount of the refund or the amount totally refunded exceed the amount of the original CIAC.

13 (f) After April 1st of each year, the CITY may request a report of Customers  
14 added, in the preceding calendar year, to an outstanding Main Extension CIAC.

15 (g) The CITY may distribute the refund entitlements, credit the refund against  
16 assessments due the CITY under the HSAD, make special assessment bond payments (related to  
17 financing the HSAD), deposit the refund in a fund used as security for said special assessment  
18 bonds, or may make such use of the refund as it determines to be appropriate.

19  
20 12. The CITY shall indemnify, hold harmless, save and defend ENSTAR from any and  
21 all claims, charges and suits arising out of the formation of the HSAD, the collection of the HSAD  
22 assessments by the CITY and claim for a refund by a property owner if such claim arises from a  
23 property within the HSAD/Special Assessment District and asserts misuse or misappropriation of  
24 refunds paid to the CITY under the provisions of this Agreement.

25  
26 13. Subject to the provisions of Section 7 above relating to advance payments, this  
27 Agreement becomes effective on the date it is fully executed, provided ENSTAR shall not proceed  
28 with the construction of the System until written authorization to proceed has been received from  
29 the CITY, and provided further, if the CITY is unable to secure financing for the project at what the  
30 CITY Council determines are reasonable terms and conditions, or if the CITY Council does not  
31 form the HSAD, the CITY may cancel this Agreement. If an HSAD is canceled by the CITY, the  
32 CITY agrees to reimburse, upon demand by ENSTAR, all expenses and costs related to construction  
33 of the System, incurred after the receipt of written authorization to proceed.

34  
35 14. Subject to the provisions of Section 7 above relating to advance payments, upon  
36 receipt of written authorization to proceed and certification of funding availability satisfactory to  
37 ENSTAR, ENSTAR shall proceed expeditiously with surveys, acquisition of permits and  
38 easements, and other actions necessary to begin the project. However, should adverse weather  
39 conditions render completion of the project either too costly or impractical in ENSTAR's judgment,  
40 ENSTAR may delay completion of the project until the following construction season, unless prior  
41 to construction start-up, the CITY cancels this Agreement pursuant to paragraph 15 below. If  
42 project completion is delayed under the provisions of this paragraph, ENSTAR agrees that the not to  
43 exceed CIAC remains in effect.  
44

**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
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DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1           15. This Agreement is entered into based upon an estimate of actual construction costs.  
2 If for any reasonable cause ENSTAR is unable to begin constructing the System during the 2013  
3 construction season, either party may cancel this Agreement or may negotiate a new price consistent  
4 with the same methodology as described in this agreement as determined for the following year. In  
5 this paragraph, "reasonable cause" means a delay that is caused by a "Force Majeure Event" as  
6 defined in paragraph 26 below, or any other event or condition that another provision of this  
7 Agreement identifies as reasonable cause for the purpose of this paragraph.  
8

9           16. ENSTAR shall be responsible for obtaining all permits, easements, authorizations,  
10 labor, materials, contracts and other things and actions necessary to construct the System.  
11 ENSTAR's inability to secure the necessary permits, easements, authorizations, labor, materials or  
12 contracts shall be considered reasonable cause under paragraph 15 of the Agreement.  
13

14           17. The CITY will be allowed to participate in ENSTAR's typical processes associated  
15 with subcontracting the services to third-party contractors. Selection of any contractor, however,  
16 will be the sole responsibility of ENSTAR. In the selection process, preference will be given to a  
17 qualified bidder with the lowest bid. ENSTAR agrees to publish public notice in a newspaper of  
18 general circulation in the Homer area when soliciting bids from third-party contractors. In no event,  
19 however, shall this Section 17 be interpreted to require ENSTAR to deviate from its normal  
20 procedure for accepting and awarding contracts.  
21

22           18. Pursuant to Section 602f(3)(d) of ENSTAR's tariff, the CITY will annually provide  
23 ENSTAR with a sworn verification that refunds to the CITY for the previous year made pursuant to  
24 ENSTAR tariff Section 602e(3) have been applied on behalf of individual Participants in  
25 accordance with the CITY's ordinances and resolutions that authorized the HSAD.  
26

27           19. This Agreement is binding on the successors, assigns and legal representatives of the  
28 parties.  
29

30           20. Notice under this Agreement may be mailed or emailed to the contact person listed  
31 below.  
32

City of Homer

Contact Person: Walt Wrede, City Manager  
491 E. Pioneer Avenue  
Homer, Alaska 99603  
Office Phone: (907) 235-8182 x2222  
Cell Phone: (907) 391-1201  
Email: wwrede@ci.homer.ak.us

ENSTAR Natural Gas Company,  
a division of SEMCO Energy, Inc.  
Contact Person: Vin Robinson, P.E.  
P. O. Box 190288  
Anchorage, Alaska 99519-0288  
Office Phone: (907) 334-7712  
Cell Phone: (907) 230-4464  
Email: vin.robinson@enstarnaturalgas.com

33           21. This is the entire Agreement between the parties about the subject matter of this  
34 transaction and all prior agreements, understandings and representations, whether oral or written,

**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1 about this subject matter are merged into and superseded by this written Agreement. It may not be  
2 modified except in writing signed by both parties.

3  
4 22. No failure or delay by any party in exercising any right under this Agreement shall  
5 operate as a waiver of that right, nor shall any partial exercise of a right preclude any further  
6 exercise of that or any other right. The rights shall be cumulative and not exclude any rights or  
7 remedies provided by law.

8  
9 23. The parties to this Agreement make no representation (except as expressly stated  
10 herein) or warranty of any kind or nature, directly or indirectly, express or implied, as to any matter  
11 whatsoever, including merchantability or fitness for a particular purpose.

12  
13 24. This Agreement shall be construed under the laws of Alaska. Any dispute hereunder  
14 will be resolved by the Alaska Superior Court at Anchorage. However, this clause shall not be  
15 interpreted to affect the primary jurisdiction of the Regulatory Commission of Alaska.

16  
17 25. Neither ENSTAR nor the CITY shall be liable to the other for exemplary, punitive,  
18 incidental or consequential damages (including without limitation lost profits or revenues) resulting  
19 from or arising out of this Agreement, whether the claim is based in contract, tort, strict liability or  
20 any other legal theory or principle.

21  
22 26. No delay or failure of performance by ENSTAR or the CITY, or the agents, directors,  
23 officers, employees and contractors of either, shall constitute a default hereunder or give rise to any  
24 claim for damages if and to the extent that such delay or failure is caused by Force Majeure  
25 affecting that party's ability to perform. "*Force Majeure Event*" means any event that directly or  
26 indirectly renders a Party unable, wholly or in part, to perform or comply with any obligation,  
27 covenant or condition in this Agreement if the event, or the adverse effects of the event, is outside of  
28 the control of, and could not have been prevented by, the affected Party with reasonable foresight, at  
29 reasonable cost, and by the exercise of reasonable diligence in good faith, and is not attributable to  
30 the negligence or willful misconduct of the affected Party. Force Majeure Events include without  
31 limitation the following events (to the extent they otherwise satisfy the definition):

32 (a) act of God, fire, lightning, landslide, earthquake, storm, hurricane, hurricane  
33 warning, flood, high water, washout, explosion or well blowout;

34 (b) strike, lockout or other industrial disturbance, act of the public enemy, war,  
35 military operation, blockade, insurrection, riot, epidemic, arrest or restraint by government of  
36 people, terrorist act, civil disturbance or national emergency;

37 (c) the inability of the affected Party to acquire, or the delay on the part of the  
38 affected Party in acquiring materials, supplies, machinery, equipment, servitudes, right-of-way  
39 grants, pipeline shipping capacity, easements, permits or licenses, approvals or authorizations by  
40 regulatory bodies or oil and gas lessors needed to enable the Party to perform;

41 (d) breakage of or accident to machinery, equipment, facilities, or lines of pipe,  
42 and the repair, maintenance, improvement, replacement, test, or alteration to the machinery,  
43 equipment, facilities, or lines of pipe, and the freezing of a well or line of pipe, well blowout, or the  
44 partial or entire failure of a Gas well; or



**NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT**

1                   (e) act, order, or requisition of any governmental agency or acting governmental  
2 authority, or any governmental law, proration, regulation, or priority.  
3

4 This Force Majeure provision shall not apply to payment when due of money that is owed by one  
5 party or to the other under the terms of this Agreement.  
6

7                   27. ENSTAR and the CITY are independent entities and are not the agent, partner or  
8 employee of the other.  
9

10                  28. Nothing in this Agreement is intended to benefit any third party not a signatory  
11 hereto.  
12

13                  29. The parties recognize that this Agreement is the product of the joint efforts of the  
14 parties and agree that it shall not be construed against one party or the other as a result of the  
15 preparation, submittal or other event of negotiation, drafting or execution hereof.  
16

17                  30. In the event of any action, or any judicial proceedings, or if the parties agree to  
18 arbitration proceedings to resolve any dispute under this Agreement, or to enforce any term of this  
19 Agreement, or to protect or preserve any rights under this Agreement, the prevailing party shall be  
20 entitled to an award of its actual reasonable costs and actual reasonable attorney fees incurred.  
21

22                  31. Each person signing this Agreement warrants that he or she has authority to sign the  
23 Agreement.  
24

25                  32. Neither party shall assign this Agreement without the prior written consent of the  
26 other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, and  
27 subject to the provisions of Section 17 above, the CITY agrees that ENSTAR may assign portions of  
28 the Work to qualified subcontractors without the consent of the CITY.  
29

30                  33. Additional Terms.

31                   (a) The CITY represents and warrants that neither federal Davis Bacon wages  
32 nor Alaska 'Little Davis Bacon' wages' (AS 36.05) apply to this project.

33                   (b) ENSTAR will not be required to provide revegetation in areas where working  
34 in previously disturbed soils.

35                   (c) ENSTAR will follow all federal, state, municipal and local codes and  
36 regulations in the installation and preparation of the pipeline extension.

37                   (d) ENSTAR shall prepare its own SWPPP to ensure adequate coverage for  
38 ENSTAR's scope of work.

39                   (e) ENSTAR believes (but does not warrant) that this Agreement does not  
40 require the review or approval of the Regulatory Commission of Alaska.  
41  
42

NATURAL GAS DISTRIBUTION SYSTEM EXTENSION CONTRIBUTION IN AID OF  
CONSTRUCTION AGREEMENT FOR THE CITY OF HOMER NATURAL GAS  
DISTRIBUTION SPECIAL ASSESSMENT DISTRICT

1           34. By signing, the CITY acknowledges having read and understood each and every term  
2 and condition of this Agreement.

3  
4 CITY OF HOMER

5  
6  
7  
8 By: Walt White

9  
10 Its: CITY MANAGER

11  
12 Date: MARCH 20, 2013

13  
14  
15  
16  
17 ENSTAR NATURAL GAS COMPANY,  
18 a division of SEMCO Energy, Inc.

19  
20  
21  
22 By: M. Colleen Starnay

23  
24 Its: President

25  
26 Date: March 14, 2013

27  
28  
29  
30  
31  
32 Fund Certification \$12,160,632  
33 -Subject to Special Assessment Bonds to be issued.

34  
35  
36  
37 Laurie Moore  
38 Finance Director

City of Homer  
 GAS - Reconciliation  
 Thru 6/30/2021

Fund 175 - GAS												
Reconciliation												
Sources/Uses	Dept #		2013	2014	Subtotals	2015	2016	2017	2018	2019	2020	2021
KPB Loan Revenues	375	4524	8,809,368.00	3,550,020.00	<b>12,359,388.00</b>	-	-	-	-	-	-	-
Interest Income	375	4801	97.45	3,504.72		282,539.39	355,112.19	257,339.45	227,867.68	164,568.94	127,685.47	70,000.00
Assessment Revenue	375	4518	-	-		4,924,924.04	1,238,321.96	1,296,048.80	889,891.02	929,793.87	808,142.20	502,000.00
FMA Revenue	375	4902	-	-		-	-	-	-	-	-	1,971,808.00
Sub Total (375)			8,809,465.45	3,553,524.72		5,207,463.43	1,593,434.15	1,553,388.25	1,117,758.70	1,094,362.81	935,827.67	2,543,808.00
Wages	375	5100	(138,224.97)	(47,335.11)	(185,560.08)	(1,547.00)	-	-	-	-	-	-
Misc Expenses	375	5200	(26,286.55)	(3,463.57)	(29,750.12)	(14,947.36)	-	-	(1,351.86)	(1,189.11)	-	-
Professional Fees	375	5210	(5,345.96)	(1,282.05)	(6,628.01)	(8,897.00)	(1,904.68)	(1,979.68)	(1,904.68)	(99,540.92)	(2,349.68)	(25.00)
Construction/Equip	375	5261	(23,066.33)	(5,832.83)	(28,899.16)	-	-	-	-	-	-	-
<b>Payments to Enstar</b>	377	5261	(7,000,000.00)	(5,085,632.00)	<b>(12,085,632.00)</b>	-	-	-	-	-	-	-
Debt - Principal	375	5607	-	-	-	(4,094,163.16)	(3,686,458.92)	(502,520.00)	(516,428.08)	(536,818.79)	(559,717.09)	(2,459,945.08)
Debt - Interest	375	5608	-	(307,933.49)		(587,127.45)	(313,541.08)	(179,638.12)	(165,730.04)	(145,339.33)	(122,441.03)	(50,681.59)
Law suit	375	5624	-	-		(42,500.00)	-	-	-	-	-	-
Sub Total			(7,192,923.81)	(5,451,479.05)	<b>(12,336,469.37)</b>	(4,749,181.97)	(4,001,904.68)	(684,137.80)	(685,414.66)	(782,888.15)	(684,507.80)	(2,510,651.67)
Net Assets			1,616,541.64	(1,897,954.33)		458,281.46	(2,408,470.53)	869,250.45	432,344.04	311,474.66	251,319.87	33,156.33
Beginning Fund Balance			-	1,616,541.64		(281,412.69)	176,868.77	(2,233,601.76)	(1,364,351.31)	(932,007.27)	(620,532.61)	(369,212.74)
Audit adjustments to fund balance			-	-		-	(2,000.00)	-	-	-	-	-
<b>Ending Fund Balance</b>			<b>1,616,541.64</b>	<b>(281,412.69)</b>		<b>176,868.77</b>	<b>(2,233,601.76)</b>	<b>(1,364,351.31)</b>	<b>(932,007.27)</b>	<b>(620,532.61)</b>	<b>(369,212.74)</b>	<b>(336,056.41)</b>



# City of Homer

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

Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum

TO: Mayor Castner and Homer City Council  
 FROM: Rob Dumouchel, City Manager  
 DATE: October 25, 2021  
 SUBJECT: Additional Information for Ordinance 21-63

### Legislative History

Quite a few actions have been taken by past Councils related to the natural gas line, the table below provides a brief overview of relevant ordinances. The ordinance numbers are hyperlinked to more information related to each ordinance on the City's website.

Ordinance #	Ordinance Name	Fiscal Notes
<a href="#">12-46</a>	An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the Amount of <b>\$50,165</b> from the General Fund Balance to Carry Out the Requirements of Homer City Code Title 17 Entitled Improvement Districts and to Implement a Public Information Strategy Related to the Proposed Natural Gas Special Assessment District. City Manager.	\$50,165 from General Fund
<a href="#">13-01(A)(S)</a>	An Ordinance of the Homer City Council Amending HCC 17.04.190 to Provide for Deferral of Special Assessments for Low Income Residents. Burgess.	Approximately 6 parcels deferred at this time (OCT21)
<a href="#">13-03(S)(2)</a>	An Ordinance of the City Council of Homer, Alaska, Authorizing the City to Issue a Natural Gas Distribution Special Assessment Bond in the Principal Amount of Not to Exceed <b>\$12,700,000</b> to Finance the Design and Construction of Natural Gas Distribution Improvements in the City, Fixing Certain Details of Such Bond and Authorizing Its Sale; and Repealing HCC Chapter 17.08. City Manager.	Allowed the City to borrow up to \$12,700,000
<a href="#">13-09</a>	An Ordinance of the City Council of Homer, Alaska, Appropriating Funds and Establishing a Project Budget for Administration and Direct Services Provided in Support of the Homer Natural Gas Distribution System Special Assessment District. City Manager.	Set \$539,368 budget for administrative and direct services to the SAD
<a href="#">13-19(A)(S)</a>	An Ordinance of the City Council of Homer, Alaska, Amending the 2013 Operating Budget to Provide for Natural Gas Conversions to City Buildings by Appropriating <b>\$224,780</b> from Various City Reserve Funds. City Manager/Public Works Director.	\$148,319 from general reserves (what would be CARMA today); \$48,461 from Sewer Reserves;



		\$28,000 from Water Reserves
<a href="#">14-07</a>	An Ordinance of the City Council of Homer, Alaska, Amending the 2014 Operating Budget by Appropriating <b>\$34,089</b> from the Airport Reserve Fund for the Replacement of the Boilers at the Airport Terminal and Authorizing the City Manager to Execute All Appropriate Documents. City Manager/Public Works Director.	\$34,089 to support conversion of the Airport to natural gas
<a href="#">14-22(A)</a>	An Ordinance of the City Council of Homer, Alaska Amending the FY 2014 Operating Budget to Provide for Natural Gas Conversions to City Buildings by Appropriating <b>\$83,270</b> from Various City Reserve Funds. City Manager/Public Works Director.	\$18,562 from Water Reserves; \$64,708 from Harbor Reserves;
<a href="#">15-11</a>	An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Section 17.04.100, Subdivision After Levy of Assessments, to Provide for Subdivisions of Property Subject to Natural Gas Distribution Assessments. City Manager.	
<a href="#">15-17(S)</a>	An Ordinance of the City Council of Homer, Alaska, Amending Ordinance 13-03(S)(2) to Permit the City to Prepay Principal of the Natural Gas Distribution Special Assessment Bond Authorized by Ordinance 13-02(S)(2), and Authorizing an Amendment to the Loan Agreement Between the City and the Kenai Peninsula Borough Regarding the Bond. City Manager.	Added language allowing pre-payment of principal
<a href="#">15-21</a>	An Ordinance of the City Council of Homer, Alaska, Amending the FY 2015 Operating Budget by Appropriating <b>\$277,335.45</b> to Pay for Homer Natural Gas Special Assessment District Assessments of 85 City Lots From Various City Reserve Funds. City Manager.	\$3,262.77 from Animal Shelter Reserve; \$3,262.77 from City Hall Reserve; \$32,627.70 from General Fund Reserve; \$13,051.08 from Library Reserve; \$6,525.54 from Park Reserve; \$1,631.39 from Police Reserve; \$1,631.39 from Fire Reserve; \$6,525.54 from Public Works Reserve; \$202,291.74 from Harbor Reserve
<a href="#">15-27</a>	An Ordinance of the City Council of Homer, Alaska, Providing a Procedure for the Council to Consider Whether to Exclude Certain Properties From the Homer Natural Gas Distribution Special Assessment District. Burgess.	
<a href="#">15-38</a>	An Ordinance of the Homer City Council Amending the FY 2015 Operating Budget by Appropriating <b>\$42,500</b> From the Homer Natural Gas Special Assessment District Account for Settlement Costs in the Castner vs. City of Homer Court Case Challenging Assessments for Condominiums Within the District. City Manager.	\$42,500 lawsuit settlement
<a href="#">16-03(S)</a>	An Ordinance of the City Council of Homer, Alaska Amending Ordinance 13-03(S)(2) to State the Actual Principal Amount of, and Change the Payment Dates for, the Natural Gas Distribution Special	Adjusts bond amount to \$12,359,388

	Assessment Bond Authorized by Ordinance 13-02, and Authorizing an Amendment to the Loan Agreement Between the City and the Kenai Peninsula Borough Regarding the Bond. City Manager.	
<a href="#">16-43</a>	An Ordinance of the City Council of Homer, Alaska, Amending Ordinance 13-03(S)(2) to Change the Terms for Adjusting the Amortization of Principal of the Natural Gas Distribution Special Assessment Bond Authorized by Ordinance 13-02, and Authorizing an Amendment to the Loan Agreement Between the City and the Kenai Peninsula Borough Regarding the Bond. City Manager.	Provides for the creation of a Natural Gas Distribution Special Assessment Bond Sinking Fund
<a href="#">16-44(A)</a>	An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 17.04.190, Entitled “Deferment of Assessment Payments for Low Income Residents,” by Permitting Assessment Deferral Applicants to Apply for a Deferral in Any Year an Applicant is Eligible for the Deferral Regardless of Whether or Not the Applicant Applied for Deferral in the Initial Year of Assessment. City Manager.	Approximately 6 parcels deferred at this time (OCT21)
<a href="#">17-15</a>	An Ordinance of the City Council of Homer, Alaska, Updating and Clarifying the Implementation of a Penalty and Interest Structure for Special Assessments in the Homer Natural Gas Distribution Special Assessment District That Became Delinquent on or After July 1, 2016, and Provided Terms for Reinstatement on or After July 1, 2016 of Assessments That Became Delinquent Before That Date, and the Policies and Procedures for Waiving Penalties on Delinquent Special Assessment Payments if They Meet Certain Requirements, and Creating an Appeal Process for Waiver Denials to the Board of Adjustment. Aderhold.	Clarifies penalties
<a href="#">19-56</a>	An Ordinance of the City Council of Homer, Alaska Moving Expenditures in the Amount of <b>\$92,852.24</b> Previously Allocated from the General Fund Operating Fund to now be Allocated from the Natural Gas Line Capital Project Fund for Legal and Travel Related Expenses Associated with ENSTAR Tariff Filing 310-4. Mayor.	\$92,852.24 from Gas Line Fund
<a href="#">21-13</a>	An Ordinance of the City Council of Homer, Alaska Appropriating an Amount not to Exceed <b>\$2,512,000</b> from the Natural Gas Distribution Special Assessment Bond Sinking Fund to Retire the Debt to the Kenai Peninsula Borough that was Utilized for the Construction of the Homer Natural Gas Distribution Line. Mayor/City Manager.	\$2,512,000 to pay off bond

### Natural Gas Distribution Special Assessment District Closeout

Those properties in the District have until September 1, 2024 to pay off their assessments. Approximately 1,043 of 3,788 parcels still owe money to the City (approximately \$1,288,894 of the original \$12,359,388). Staff expects to keep the fund open well beyond September 2024 as late payments and deferrals will continue to come in to the City. Ordinance 21-63, proposed by the Mayor, doesn’t close the gas line fund. It does however create a mechanism to ensure that we are revisiting this account annually to ensure that the City does not build up a balance within the account that is not put to a generally beneficial use.



# City of Homer

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

Finance Department

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121

(f) 907-235-3140

## Memorandum 21-187

TO: Mayor Castner and Homer City Council

THROUGH: Rob Dumouchel, City Manager

FROM: Elizabeth Walton, Finance Director

DATE: October 7, 2021

SUBJECT: Natural Gas Fund Supplemental Information

---

The purpose of this memo is to provide Council with additional information related to the Natural Gas Fund.

### **Background:**

On March 8, 2021, Homer City Council adopted Ordinance 21-13, which directed the Finance Department to retire the debt obligation with the Kenai Peninsula Borough regarding the Natural Gas Line. Ordinance 21-13 also directed the Finance Department to provide Council with a fund financial summary.

On September 20, 2021, the Finance Department met with Mayor Castner and City Manager Dumouchel to discuss the fund financial summary reporting to Council. The main focus of the meeting was to determine the necessary future appropriations and to develop a future plan for the fund. Ordinance 21-63 is the resulting product from this discussion.

### **Fund Overview Questions:**

**Question 1:** What financial activity takes place in the Natural Gas Fund (Fund 175)?

**Answer:** The Natural Gas Fund was setup to record capital project costs, debt obligation costs, Free Main Allowance deposits, and Special Assessment District revenues.

**Question 2:** What is the financial position of the Natural Gas Fund? When will the fund balance turn positive?

**Answer:** As of 12/31/20, the Gas fund had a negative fund balance of \$369,213. We anticipate at least one more calendar year (2 more audits) with a negative fund balance due to the prepayment of debt. Finance recommends not appropriating any transfers from this fund until there is sufficient fund balance.

**Question 3:** What funding sources did the City utilize to retire the debt obligation with the Kenai Peninsula Borough?

**Answer:** The primary funding source utilized for the debt retirement was the Free Main Allowance (balance as of January 2021 distribution was \$1,972,000). The full payoff amount was \$2,511,190.83. A funding gap of \$539,190.83 was created in this transaction. This gap was essentially advanced by the City. This gap and FY 2021 activity has decreased the fund balance to a negative \$336,056 (unaudited). Assessment revenue will continue to come in to cover this payment advance.

**Question 4:** What are the demographics for the Special Assessment District (SAD)?

**Answer:** There were a total of 3,788 parcels originally assessed in the SAD and currently there are 1,043 parcels still owing money. Of these parcels: 993 are current on a payment plan, 50 have never paid, and 137 parcels are in late status. There are 2,745 parcels that are paid in full.

**Question 5:** How was the doubtful amount derived?

**Answer:** The doubtful amount (\$161,188) stated in Ordinance 21-63 was approximated by multiplying the 50 parcels that have never paid by the original assessment amount. This value will not be seen in the financial statements, as it is not accounting standards to generate an allowance for doubtful accounts for special assessment districts. We are optimistic that this amount won't be as significant due to our ability to collect on assessments when properties are sold.

**Question 6:** What does proposed Ordinance 21-63 do?

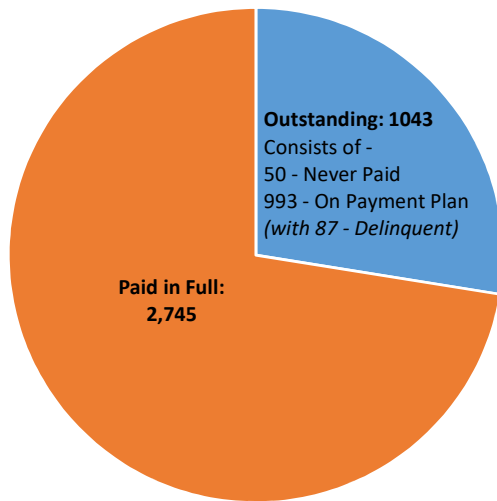
**Answer:** As written, Ordinance 21-63 directs the Finance Department to wait until the fund balance for the Natural Gas Line fund turns positive (paying off all obligations to the City). At this point, the Finance Department is to annually transfer excess funds (those above \$0) to the General Fund Fund Balance.

# NATURAL GAS ASSESSMENTS

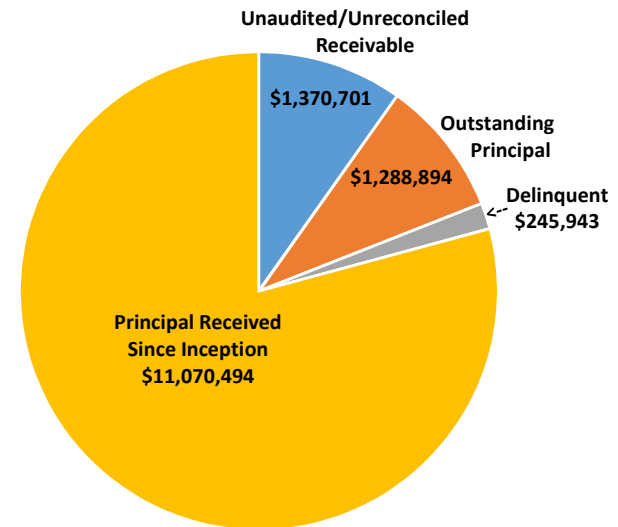
Date: 15-Oct-21

Original Receivable Amt.	Original # Parcels	Approximate Unaudited/Unreconciled Receivable 7/31/21*	Approximate Principal Outstanding	Approximate # Parcels Still Owing	#Parcels Never Paid	Amount Delinquent*	#Parcels Delinquent	# Parcels Paid in Full	#Parcels on Pmt. Plan	Approximate Principal Received Since Inception
\$12,359,388	3788	\$1,370,701	\$1,288,894	1043	50	\$245,943	137	2745	993	\$11,070,494

Natural Gas Parcels Report  
Original # Parcels - 3,788  
as of 7/31/21



Natural Gas Figures - Approximates  
Original Receivable Amount - \$12,359,388  
As of 7/31/21



Per Reso 15-17; District began 2015 ends 2024.

Original #s not refactored for condo lawsuit or for any exempting legislature that came after.

Delinquent parcels includes the 50 Never Paid, many only behind one payment and many missing various payments.

50 Never paid include many State properties and a handful of deferred (a few approved this year and some unapplied for currently, but were approved in prior years).

*Unaudited/Unreconciled Receivable: General Ledger and Accounts Receivable - January - June 2021*

*Outstanding Principal: Amount due on payment plans.*

*Delinquent: Amount late on payment plan.*

*Never Paid: Those who have never paid on assessment.*

*\*Includes interest & late fees charged.*



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

3 Mayor/City Manager

4 **ORDINANCE 21-13**

5  
6 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA  
7 APPROPRIATING AN AMOUNT NOT TO EXCEED \$2,512,000 FROM  
8 THE NATURAL GAS DISTRIBUTION SPECIAL ASSESSMENT BOND  
9 SINKING FUND TO RETIRE THE DEBT TO THE KENAI PENINSULA  
10 BOROUGH THAT WAS UTILIZED FOR THE CONSTRUCTION OF THE  
11 HOMER NATURAL GAS DISTRIBUTION LINE.  
12

13 WHEREAS, By Ordinance 13-03(S)(2), adopted on February 25, 2013, the City of Homer  
14 (“City”) authorized the issuance of a Natural Gas Distribution Special Assessment Bond in the  
15 principal amount not to exceed \$12,700,000, and the delivery of a Loan Agreement (“Loan”)   
16 between the City and the Kenai Peninsula Borough (“Borough”); and  
17

18 WHEREAS, By Ordinance 15-17(S), adopted June 15, 2015, the City amended Ordinance  
19 13-03(S)(2) to provide for the prepayment of the principal of the Bond; and  
20

21 WHEREAS, By Ordinance 16-03(S), adopted January 25, 2016, the City amended  
22 Ordinance 13-03(S)(2) to state the Bond amount to be \$12,359,388, and to establish a Loan  
23 payment regime of making 9 equal annual payments ending in September, 2024; and  
24

25 WHEREAS, By Ordinance 16-43, adopted August 22, 2016, the City amended Ordinance  
26 13-03(S)(2) to create a special trust fund designated as the “City of Homer Natural Gas  
27 Distribution Special Assessment Bond Sinking Fund” (“Sinking Fund”) allowing for  
28 prepayment of the Loan from the Borough and recalibration of yearly payments; and  
29

30 WHEREAS, The Sinking Fund contains assessment payments, including interest,  
31 income from the Sinking Fund capital, and hypothecation of other City funds including Enstar’s  
32 payments of the Free Main Allowance (“FMA”); and  
33

34 WHEREAS, It is in the City’s best financial interest to retire the loan as soon as the debt  
35 has been reduced to be less than the Sinking Fund balance available in any calendar year; and  
36

37 WHEREAS, The funds available and projected to be collected in 2021 exceed the amount  
38 of the loan; and  
39

40 WHEREAS, Retirement of the Loan in March, 2021 will save the City a significant amount  
41 of interest that is not otherwise offset by interest earnings available to the City.  
42



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

45 Section 1. The City of Homer's Natural Gas Distribution Special Assessment Bond  
46 Sinking Fund schedule of payments is hereby amended by appropriating up to \$2,512,000 to  
47 retire the Loan debt obligation to the Kenai Peninsula Borough.  
48


<u>Account</u>	<u>Description</u>	<u>Amount</u>
175-0375	City of Homer Natural Gas Distribution Special Assessment Bond Sinking Fund	\$2,512,000

49  
50  
51  
52  
53 Section 2. On or before July 1, 2021, the City Treasurer shall provide the Homer City  
54 Council with a summary compilation of the costs and cost allocations funded by, A) the Bond,  
55 and B) The Loan, and C) The Free Main Allowance, and D) uncollected assessments. Costs  
56 include the cost of construction, interest payments paid in excess of interest payments  
57 received, and any other costs that can be appropriately allocated to the project or the  
58 capitalization of the Bond or Fund.  
59

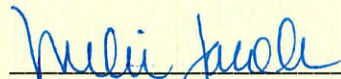
60 Section 3. This is a budget amendment ordinance only, is not permanent in nature, and  
61 shall not be codified.  
62

63 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this 8<sup>th</sup> day of Mar, 2021.  
64

65 CITY OF HOMER

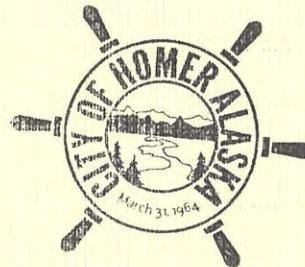
66   
67  
68  
69  
70 KEN CASTNER, MAYOR

71 ATTEST:

72   
73  
74 MELISSA JACOBSEN, MMC, CITY CLERK  
75

76 YES: 5  
77 NO: 0  
78 ABSTAIN: 0  
79 ABSENT: 1  
80

81 First Reading: 2-22-21  
82 Public Reading: 3-8-21  
83 Second Reading: 3-8-21  
84 Effective Date: 3-9-21







41 WHEREAS, One property owner in the area of the district requested their parcel be  
42 included after review of the proposed assessment boundary Public Works determined the  
43 property is substantially removed from the propose boundary; and  
44

45 WHEREAS, Council finds the petition bears sufficient support and that the water  
46 improvement is necessary and to the benefit the properties included in Attachment "A"; and  
47

48 WHEREAS, The properties will be assessed using the benefitted area methodology.  
49

50 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska  
51 acknowledges the sufficiency of the Bunnell Avenue/Charles Way Improvement Special  
52 Assessment and approves the improvement plan, estimated cost of improvement, and  
53 assessment methodology.  
54

55 PASSED AND ADOPTED by the Homer City Council this 23<sup>rd</sup> day of August, 2021.  
56  
57

58 CITY OF HOMER  
59

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

63 ATTEST:

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

68 Fiscal Note: HAWSP

**AMENDED PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **August 19, 2021**

TOTAL ESTIMATED PROJECT WATER: **\$158,126** TOTAL ESTIMATED PROJECT SEWER: **\$582,099**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District:

WATER: **\$118,594** SEWER: **\$436,574**

HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: WATER **\$39,531** SEWER: **\$145,525**

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRINCIPAL FORGIVENESS GRANT: WATER PROJECTS ONLY: **\$158,126**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	BENEFITTED AREA (SF)	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
1	DAM REVOCABLE TRUST 2019 1477 BAY AVE HOMER AK 99603-7941	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 154 #17716418	7500 sf	Water \$3,252 Sewer \$11,972
2	GUETSCHOW RUBEN PO BOX 1071 PAHOA HI 96778-1071	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 153 #17716417	7500 sf	Water \$3,252 Sewer \$11,972
3	LOGAN CHRISTINA ARLYNE LOGAN CHRISTINA 2303 TULIK DR ANCHORAGE AK 99517-1132	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 152 #17716416	7500 sf	Water \$3,252 Sewer \$11,972
4	LONG CHRIS 879 LINDA CT HOMER, AK 99603-7222	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 151 #17716415	7500 sf	Water \$3,252 Sewer \$11,972
5	CONNOLLY NANCY C 303 TORQUAY CT UNIT B RIDGE NY 11961-8358	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 150 #17716414	7500 sf	Water \$3,252 Sewer \$11,972
6	SOUL SISTERS INC 233 E BUNNELL AVE HOMER AK 99603-7827	T 6S R 13W SEC 20 Seward Meridian HM 2002032 W R BENSON SUB SOUL SISTERS ADDN LOT 148-A #17716450	15,000 sf	Water \$6,504 Sewer \$23,944
7	LINDSEY RONALD J SAVIDGE BARBARA A PO BOX 1867 HOMER AK 99603-1867	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 162 #17716444	7500 sf	Water \$3,252 Sewer \$11,972

**AMENDED PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **August 19, 2021**

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HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: WATER **\$39,531** SEWER: **\$145,525**

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRINCIPAL FORGIVENESS GRANT: WATER PROJECTS ONLY: **\$158,126**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	BENEFITTED AREA (SF)	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
8	MARY J HILLSTRAND LIVING TRUST 1741 BURLINGTON ST ANCHORAGE AK 99508-5153  JOHNSON PAUL MATTHEW 124 E 23 <sup>RD</sup> AVE ANCHORAGE, AK 99503-2010  JOHNSON KATHRIN MARIE 3476 S HORSESHOE LAKE RD. WASILLA, AK 99623	T 6S R 13W SEC 20 Seward Meridian HM 2008066 W R BENSON'S SUB 2008 REPLAT LOT 165-A #17716452	15,000 sf	Water \$6,504 Sewer \$23,944
9	LARSON BJORN & RAUPP SASHA H PO BOX 1435 HOMER AK 99603-1435	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 167 #17716439	7500 sf	Water \$3,252 Sewer \$11,972
10	BAUGHER TINA M 209 W DIMOND BLVD STE 4 ANCHORAGE AK 99515-1932	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 168 #17716438	7500 sf	Water \$3,252 Sewer \$11,972
11		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 169 #17716437	7500 sf	Water \$3,252 Sewer \$11,972
12	VERNON ROBERT GORDON PO BOX 3 HOMER AK 99603-0003	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 171 #17716435	7500 sf	Water \$3,252 Sewer \$11,972

**AMENDED PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **August 19, 2021**

TOTAL ESTIMATED PROJECT WATER: **\$158,126** TOTAL ESTIMATED PROJECT SEWER: **\$582,099**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District:

WATER: **\$118,594** SEWER: **\$436,574**

HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: WATER **\$39,531** SEWER: **\$145,525**

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRINCIPAL FORGIVENESS GRANT: WATER PROJECTS ONLY: **\$158,126**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	BENEFITTED AREA (SF)	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
13		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 172 #17716434	7500 sf	Water \$3,252 Sewer \$11,972
14	LOGAN IRA LLC 2303 TULIK DR ANCHORAGE AK 99517-1132	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 173 #17716433	7500 sf	Water \$3,252 Sewer \$11,972
15		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 174 #17716432	<del>58,100</del> 7500 sf	Water \$3,252 Sewer \$11,972
16	HILLSTRAND NANCY PO BOX 7 HOMER AK 99603-0007	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 175 #17716231	7500 sf	Water \$3,252 Sewer \$11,972
17		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 176 #17716430	7500 sf	Water \$3,252 Sewer \$11,972
18	HOMER CITY OF 491 E PIONEER AVE HOMER AK 99603-7624	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN S 1/16 CORNER SECS 19 & 20 & NW CORNER LOT 2 TH S 89 DEG 57'30" E 600 FT ALONG N BOUND LT 2 TO POB TH S 0 D EG 2' E 391 FT TO CORNER 2 ON MHW KACHEMAK BAY TH S 59 DEG 30' E 150 FT TO CORNE R 3 TH N 38 DEG 0' E 592.6 FT TO CORNER 4 TH N 89 DEG 57'37" W ALONG N BOUNDRY O F GL 2 494.3 FT TO POB SAVE & EXC THAT PTN DESCRIBED IN W/D 88 @ 820 #17714010	54,000 sf	Water \$23,415 Sewer \$86,197

**AMENDED PRELIMINARY ASSESSMENT ROLL**

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **August 19, 2021**

TOTAL ESTIMATED PROJECT WATER: **\$158,126** TOTAL ESTIMATED PROJECT SEWER: **\$582,099**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District:

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HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: WATER **\$39,531** SEWER: **\$145,525**

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRINCIPAL FORGIVENESS GRANT: WATER PROJECTS ONLY: **\$158,126**

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	BENEFITTED AREA (SF)	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
19	HILLSTRAND MARY JOANNE LIVING TRUST 1741 BURLINGTON ST ANCHORAGE AK 99508-5153  JOHNSON PAUL MATTHEW 124 E 23RD AVE ANCHORAGE, AK 99503-2010  JOHNSON KATHRIN MARIE 3476 S HORSESHOE LAKE RD. WASILLA, AK 99623	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN 400 FT E OF 1/16 CRNR COMMO N TO SEC 19 & 20 TH E 200 FT ALONG N BOUND OF GL 2 TH S TO BEACH LINE TH W 200 F T TH 339 FT N TO POB #17714009	40,000 sf	Water \$17,345 Sewer \$63,850
20	VANN REVOCABLE TRUST PO BOX 561 KASILOF AK 99610-0561	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN INTERSECTION OF N BOUNDARY LT 2 & RR ROW TH E TO PT 400 FT FROM 1/16 CRNR TH S TO BEACH TH NW 100 FT TH N T O NORTH SIDE OF OLD RR ROW TH NW TO POB #17714008	37,000 sf	Water \$16,044 Sewer \$59,061



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

3 City Manager/  
4 Public Works Director

5 **RESOLUTION 21-057(S-2)**  
6

7 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
8 ACKNOWLEDGING THE SUFFICIENCY OF THE BUNNELL  
9 AVENUE/CHARLES WAY WATER AND SEWER IMPROVEMENT  
10 SPECIAL ASSESSMENT DISTRICTS AND APPROVING THE  
11 IMPROVEMENT PLANS, ESTIMATED COST OF IMPROVEMENTS  
12 AND ASSESSMENT METHODOLOGIES.  
13

14 WHEREAS, City Council initiated Special Assessment Districts water and sewer  
15 improvements for Bunnell Avenue/Charles Way by Resolution 21-030; and  
16

17 WHEREAS, The Bunnell Avenue/Charles Way Water and Sewer Special Assessment  
18 District boundaries includes property fronting Bunnell Avenue and Charles Way; and  
19

20 WHEREAS, A neighborhood meeting was held on May 27, 2021 where property owners  
21 were provided conceptual cost estimates for water and sewer, proposed district maps, and  
22 property owner assessment projections; and  
23

24 WHEREAS, A Notice of Public Hearing for August 9, 2021 and Notice of Right to Object  
25 and was mailed to property owners on June 4, 2021 in accordance with Homer City Code  
26 17.02.050; and  
27

28 WHEREAS, The deadline to receive written objections was August 8, 2021 and two  
29 written objections were received, with one additional object coming in after the deadline; and  
30

31 WHEREAS, Pursuant to HCC 17.02.050 (b) if owners of real property that would bear 50  
32 percent or more of the assessed cost of the improvement file timely written objections, the  
33 Council may not proceed with the improvement unless it revises the improvement plan to  
34 reduce the assessed cost to less than 50% of the assessed cost of the improvement; and  
35

36 WHEREAS, At the August 9, 2021 public hearing two property owners provided written  
37 and verbal comments in support of using a benefitted area methodology of assessment and  
38 Public Works recommended using the befitted area methodology for assessing properties with  
39 proposed Resolution 21-057; and  
40

41 WHEREAS, One property owner in the area of the district requested their parcel be  
42 included after review of the proposed assessment boundary Public Works determined the  
43 property is substantially removed from the proposed boundary; and  
44

45 **WHEREAS, The Public Works Department has recommended that the Benefitted**  
46 **Area method of assessment be used as the most equitable method because it would**  
47 **account for the benefit to City-owned Bishop’s Beach Park, one of the City’s most popular**  
48 **parks; and**  
49

50 **WHEREAS, Homer City Code 17.01.010 allows the use of the Benefitted Area**  
51 **method of computation, where approved by the City Council; and**  
52

53 **WHEREAS, Homer City Code further allows the City Council to include, as part of**  
54 **the method of computation, only the first 200 feet of those lots, which are at least 50**  
55 **percent larger than the average lots in the Special Assessment Districts; and**  
56

57 **WHEREAS, The Public Works Department asked to postpone action on the**  
58 **proposed water and sewer districts so it could do preliminary engineering to refine the**  
59 **design and construction strategies to validate costs and reduce environmental impact;**  
60 **and**  
61

62 **WHEREAS, At their October 25, 2021 regular meeting City Council postponed action**  
63 **on Resolution 21-057(S) to allow for notice to property owners of the change to the**  
64 **benefitted methodology and an opportunity to object; and**  
65

66 **WHEREAS, Notices were sent by the City Clerk’s office on November 16 and**  
67 **November 24, 2021 and \_\_\_\_\_ objections were received; and**  
68

69 WHEREAS, Council finds the petition bears sufficient support and that the water and  
70 sewer improvements are necessary and to the benefit of the properties included in Attachment  
71 “A”; and  
72

73 WHEREAS, The properties will be assessed using the benefitted area methodology.  
74

75 NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska  
76 acknowledges the sufficiency of the Bunnell Avenue/Charles Way Improvement Special  
77 Assessment Districts and approves the improvement plans, estimated cost of improvements,  
78 and **benefitted area** assessment methodologies, as applied to the first 200 feet of any lots at  
79 least 50% larger than the average lot.  
80

81 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

82  
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93  
94

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

---

MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal Note: HAWSP

**AMENDED PRELIMINARY ASSESSMENT ROLL (Attachment A Clean Copy)**

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **June 3, 2021**

TOTAL ESTIMATED PROJECT WATER: **\$473,787** TOTAL ESTIMATED PROJECT SEWER: **\$514,153**

Districts shall be assessed 75% property owner share of the project. Benefitted property owners will be required to pay that portion of the cost through the formation of a Special Assessment District:

WATER: **\$186,073** SEWER: **\$385,615**

HOMER ACCELERATED WATER AND SEWER PROGRAM (HAWSP) SHARE: WATER: **\$62,024** SEWER: **\$128,538**

ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION PRINCIPAL FORGIVENESS GRANT: WATER PROJECTS ONLY: \$225,690

	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	ASSESSED PROPERTY VALUE	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
3	DAM REVOCABLE TRUST 2019 1477 BAY AVE HOMER AK 99603-7941	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 154 #17716418	\$52,600	Water \$4,359 Sewer \$9,249
4	GUETSCHOW RUBEN PO BOX 1071 PAHOA HI 96778-1071	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 153 #17716417	\$47,900	Water \$4,359 Sewer \$9,249
5	LOGAN CHRISTINA ARLYNE LOGAN CHRISTINA 2303 TULIK DR ANCHORAGE AK 99517-1132	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 152 #17716416	\$45,900	Water \$4,359 Sewer \$9,249
6.	LONG CHRIS 879 LINDA CT HOMER, AK 99603-7222	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 151 #17716415	\$244,200	Water \$4,359 (Property has sewer)
7	CONNOLLY NANCY C 303 TORQUAY CT UNIT B RIDGE NY 11961-8358	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 150 #17716414	\$49,600	Water \$4,359 Sewer \$9,249
14	LINDSEY RONALD J SAVIDGE BARBARA A PO BOX 1867 HOMER AK 99603-1867	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 162 #17716444	\$85,900	Water \$4,359 Sewer \$9,249

## AMENDED PRELIMINARY ASSESSMENT ROLL (Attachment A Clean Copy)

PROJECT NAME: **Bunnell Avenue/Charles Way Water & Sewer Improvement Special Assessment District** DATE: **June 3, 2021**

TOTAL ESTIMATED PROJECT WATER: **\$473,787** TOTAL ESTIMATED PROJECT SEWER: **\$514,153**

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	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	ASSESSED PROPERTY VALUE	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
15	JOHNSON PAUL MATTHEW 124 E 23 <sup>RD</sup> AVE ANCHORAGE, AK 99503-2010	T 6S R 13W SEC 20 Seward Meridian HM 2008066 W R BENSON'S SUB 2008 REPLAT LOT 165-A #17716452	\$186,200	Water \$8,717 Sewer \$18,498
16	LARSON BJORN & RAUPP SASHA H PO BOX 1435 HOMER AK 99603-1435	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 167 #17716439	\$51,500	Water \$4,359 \$9,249
17	BAUGHER TINA M 209 W DIMOND BLVD STE 4 ANCHORAGE AK 99515-1932	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 168 #17716438	\$50,700	Water \$4,359 Sewer \$9,249
18		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 169 #17716437	\$43,300	Water \$4,359 Sewer \$9,249
19	VERNON ROBERT GORDON PO BOX 3 HOMER AK 99603-0003	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 171 #17716435	\$157,400	Water \$4,359 Sewer \$9,249
20		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 172 #17716434	\$41,300	Water \$4,359 Sewer \$9,249
21	LOGAN IRA LLC 2303 TULIK DR ANCHORAGE AK 99517-1132	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 173 #17716433	\$175,200	Water \$4,359 Sewer \$9,249
22		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 174 #17716432	\$58,100	Water \$4,359 Sewer \$9,249

## AMENDED PRELIMINARY ASSESSMENT ROLL (Attachment A Clean Copy)

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	PROPERTY OWNER NAME & ADDRESS	LEGAL DESCRIPTION & PARCEL NUMBER	ASSESSED PROPERTY VALUE	ASSESSED ESTIMATED PROPERTY OWNER SHARE OF ASSESSMENT ASSESSMENT METHOD
23	HILLSTRAND NANCY PO BOX 7 HOMER AK 99603-0007	T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 175 #17716231	\$102,100	Water \$4,359 Sewer \$9,249
24		T 6S R 13W SEC 20 Seward Meridian HM 0670365 W R BENSON SUB AMENDED LOT 176 #17716430	\$36,000	Water \$4,359 Sewer \$9,249
25	HOMER CITY OF 491 E PIONEER AVE HOMER AK 99603-7624	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN S 1/16 CORNER SECS 19 & 20 & NW CORNER LOT 2 TH S 89 DEG 57'30" E 600 FT ALONG N BOUND LT 2 TO POB TH S 0 D EG 2' E 391 FT TO CORNER 2 ON MHW KACHEMAK BAY TH S 59 DEG 30' E 150 FT TO CORNE R 3 TH N 38 DEG 0' E 592.6 FT TO CORNER 4 TH N 89 DEG 57'37" W ALONG N BOUNDRY O F GL 2 494.3 FT TO POB SAVE & EXC THAT PTN DESCRIBED IN W/D 88 @ 820 #17714010	\$593,900	Water \$23,700 Sewer \$102,613
26	JOHNSON PAUL MATTHEW 124 E 23RD AVE ANCHORAGE, AK 99503-2010	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN 400 FT E OF 1/16 CRNR COMMO N TO SEC 19 & 20 TH E 200 FT ALONG N BOUND OF GL 2 TH S TO BEACH LINE TH W 200 F T TH 339 FT N TO POB #17714009	\$4,300	Water \$23,700 Sewer \$50,293
27	VANN REVOCABLE TRUST PO BOX 561 KASILOF AK 99610-0561	T 6S R 13W SEC 20 Seward Meridian HM PTN GL 2 BEGIN INTERSECTION OF N BOUNDARY LT 2 & RR ROW TH E TO PT 400 FT FROM 1/16 CRNR TH S TO BEACH TH NW 100 FT TH N T O NORTH SIDE OF OLD RR ROW TH NW TO POB #17714008	\$248,000	Water \$39,924 Sewer \$84,722





# 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

***Letter sent to property owners in revised district.  
Mail out included preliminary role included as  
attachment A to Reso 21-057(S-2)***

November 16, 2021

Dear Property Owner,

The Charles Way/Bunnell Avenue Water and Sewer Special Assessment District (SAD) has been amended to use a benefitted area methodology and reduce the size of the improvement district.

Enclosed with this letter you will find a memorandum from Public Works Director Jan Keiser explaining the changes, an updated preliminary assessment roll, an update map of the proposed district, and an objection form.

A resolution to acknowledge the sufficiency of the Charles Way/Bunnell Avenue Water and Sewer SAD and approving the improvement plan, estimated cost of improvement, and assessment methodology will be before Council at their regular meeting on December 13, 2021. The meeting begins at 6:00 p.m. and will be conducted in person at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and virtually by Zoom Webinar ID: 205 093 973 and Passcode: 610853.

A notice of public hearing and right to object was mailed to property owners in the Charles Way/Bunnell Avenue Water and Sewer SAD on June 3, 2021 and a public hearing was held on August 9, 2021. City Council postponed action on this matter to allow Public Works to address the concerns raised by property owners, and postponed a second time to allow for noticing property owners of the updated district boundaries, methodology, and estimated assessment amounts.

If you object to the updated Charles Way/Bunnell Avenue Water and Sewer SAD, please put your objections in writing on the form included and return it to the City Clerk's office before 5:00 p.m. on Monday, December 13, 2021. You may submit it by email to [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us), by fax 907-235-3143, or deliver it to City Hall. There are drop boxes at both entrances City Hall for delivery after hours. There is an opportunity to make verbal comments regarding the SAD at the meeting in person or by Zoom.

The City Council Agenda Packet and copies of the resolution and supporting documents will be posted on the City of Homer website by the end of day, Thursday, December 9, 2021.

Please feel free to contact me at the phone number or email above if you have questions.

Respectfully,

Melissa Jacobsen, City Clerk



# 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

November 24, 2021

Dear Property Owner,

***Letter sent to property owners removed from revised district. Mail out included preliminary role included as attachment A to Reso 21-057(S-2)***

The Charles Way/Bunnell Avenue Water and Sewer Special Assessment District (SAD) has been amended to use a benefitted area methodology and reduce the size of the improvement district. Properties removed from the district are shown with strike throughs.

Enclosed with this letter you will find a memorandum from Public Works Director Jan Keiser explaining the changes, an updated preliminary assessment roll, an update map of the proposed district, and an objection form.

A resolution to acknowledge the sufficiency of the Charles Way/Bunnell Avenue Water and Sewer SAD and approving the improvement plan, estimated cost of improvement, and assessment methodology will be before Council at their regular meeting on December 13, 2021. The meeting begins at 6:00 p.m. and will be conducted in person at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska, and virtually by Zoom Webinar ID: 205 093 973 and Passcode: 610853.

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If you object to the updated Charles Way/Bunnell Avenue Water and Sewer SAD, please put your objections in writing on the form included and return it to the City Clerk's office before 5:00 p.m. on Monday, December 13, 2021. You may submit it by email to [clerk@ci.homer.ak.us](mailto:clerk@ci.homer.ak.us), by fax 907-235-3143, or deliver it to City Hall. There are drop boxes at both entrances City Hall for delivery after hours. There is an opportunity to make verbal comments regarding the SAD at the meeting in person or by Zoom.

The City Council Agenda Packet and copies of the resolution and supporting documents will be posted on the City of Homer website by the end of day, Thursday, December 9, 2021.

Please feel free to contact me at the phone number or email above if you have questions.

Respectfully,

Melissa Jacobsen, City Clerk



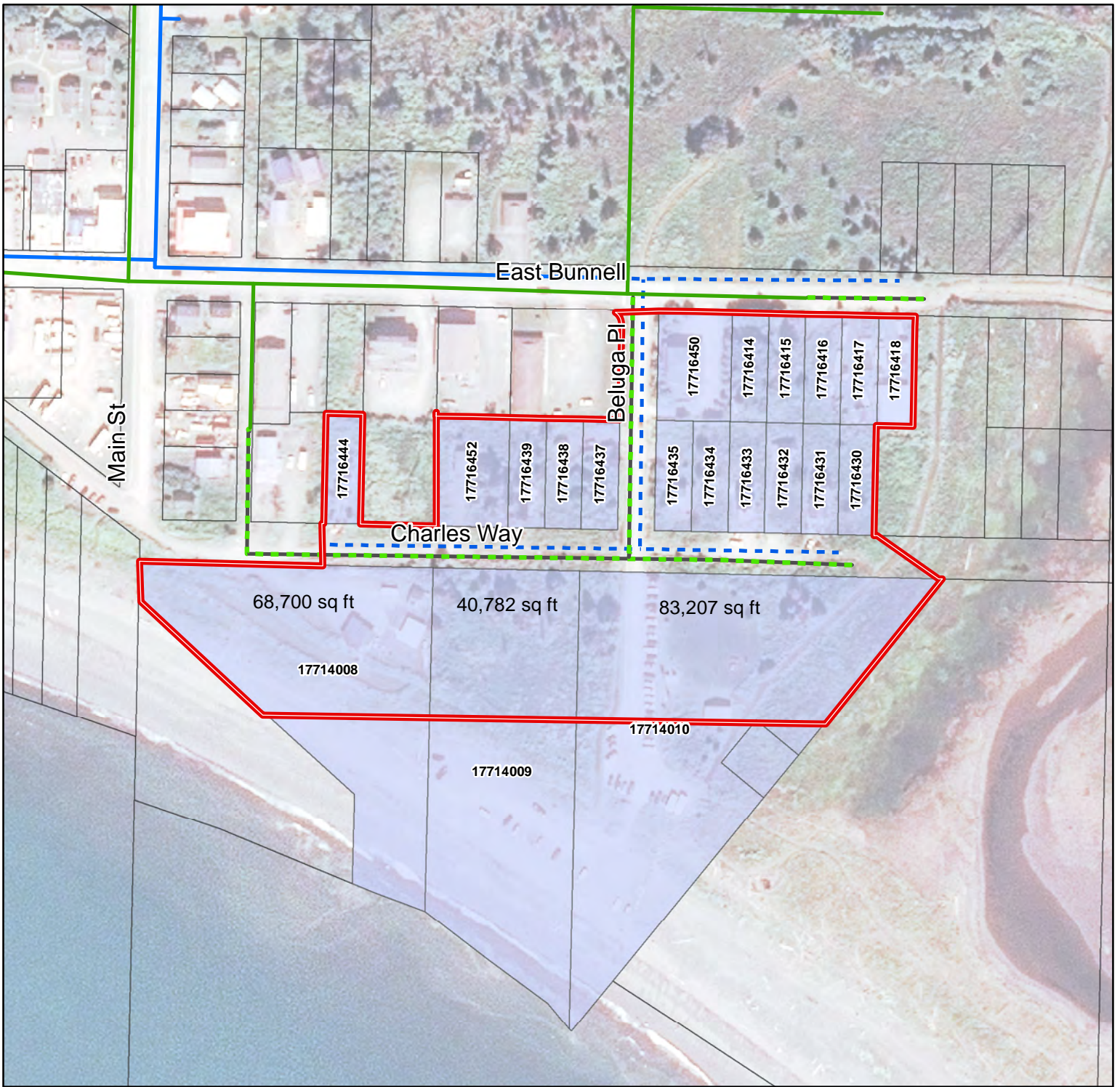
## Memorandum

TO: Property Owners in Bunnell Road/Charles Way Neighborhood  
FROM: Janette Keiser, PE, Director of Public Works  
DATE: November 15, 2021  
SUBJECT: Update – Charles Way /Bunnell Ave Water & Sewer Special Assessment Districts

**Purpose of Memorandum:** On May 10, 2021, the City Council adopted Resolution 21-030 initiating the process for creating Special Assessment Districts to bring City water and sewer to this neighborhood. The project is challenging because of the neighborhood’s geography – flat ground, high water table and surrounding wetlands. Plus, it is a mixed-use neighborhood, with seasonal homes, full-time residents, multiple businesses, undeveloped areas and a popular City park. We’ve held multiple neighborhood meetings, met with individual property owners, and held at least one public hearing to better understand the neighborhood’s needs and concerns. We’ve also conducted preliminary engineering to better understand the neighborhood’s technical constraints. This work has led us to adopt new strategies that will reduce minimize costs and adverse environmental impact.

- a. **Boundaries of the District.** We have shrunk the size of the District by only including properties, which would benefit from City water and sewer. Primarily, we have excluded properties, which are already served by City water and sewer via a “spaghetti line”, which were permitted and inspected by the City.
- b. **Spaghetti Lines.** We plan to re-purpose the existing “spaghetti lines” by connecting the new main extensions to them, thereby reducing costs and reducing environmental impact.
- c. **Disruption to Wetlands.** Multiple residents expressed concern that construction would adversely affect the neighborhood’s extensive wetlands. We have re-aligned the water/sewer main routes to avoid the most sensitive part of the wetlands, next to Beluga Slough. Further, we plan to use “directional drilling” rather than open trenching to install most of the water/sewer main extensions. These strategies will minimize environmental impact.
- d. **Method of Assessment.** We have, in a separate memorandum, recommended adoption of the “Benefited Area” method of assessment. This strategy allocates a more equitable share of the assessments to the larger properties, such as Bishop’s Beach Park.
- e. **Financing has been extended.** We will be installing the E-One units for existing homes as part of the project, which should make the costs eligible for the long term financing.





**Legend**

- Special Assessment District
- Parcels Concerned
- Proposed Sewer Main
- Proposed Water Main
- Existing Sewer Main
- Existing Water Main

Coordinate System: NAD 1983 StatePlane Alaska 4 FIPS 5004 Feet  
 Projection: Transverse Mercator  
 Datum: North American 1983  
 False Easting: 1,640,416.6667  
 False Northing: 0.0000  
 Central Meridian: -150.0000  
 Scale Factor: 0.9999  
 Latitude Of Origin: 54.0000  
 Units: Foot US

### CHARLES WAY/EAST BUNNELL WATER & SEWER EXTENSION SPECIAL ASSESSMENT DISTRICT

200 100 0 200 Feet

316

Dept. of Public Works  
 November 16, 2021

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  
PROPERTY OWNER'S  
**STATEMENT OF OBJECTION**  
TO SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT: **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District**

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

---

---

---

---

---

I/We object to the **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District.**

Reasons/Comments: \_\_\_\_\_

---

---

---

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

_____ (Print Name)	_____ (Signature)	_____ (Date)
_____ (Print Name)	_____ (Signature)	_____ (Date)
_____ (Print Name)	_____ (Signature)	_____ (Date)

**NOTE: PLEASE MAKE SURE THAT ALL THE PROPERTY OWNERS OF RECORD PRINT, SIGN, AND DATE THIS DOCUMENT. IF YOU HAVE MORE THAN ONE LOT PLEASE NOTE THIS ON THIS FORM WHEN YOU RETURN IT. OBJECTIONS WILL APPLY ONLY TO THOSE LOTS NAMED ON THIS FORM.**

TO FILE AN OBJECTION COMPLETE THIS FORM AND RETURN IT TO THE OFFICE OF THE CITY CLERK NO LATER THAN DECEMBER 13, 2021 AT 5:00 P.M.

City of Homer  
Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603



# STATEMENT OF OBJECTION

TO SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT: **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District**

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

T6S R13W SEC 20 Seward meridian  
HM PTN GL 2 Begin Intersection of N Boundary  
LT 2 + RR Row TH E to PT 400 ft from 1/16 CRNR  
TH S to Beach TH NW 100 ft TH N TO North  
side of old RR Row TH NW TO POB #17714008

I/We object to the **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District.**

Reasons/Comments: We Strongly Object, and are opting out  
of the Bunnell Ave/Charles Way Water + Sewer  
Improvement special Assessment District.  
Our street Address is 149 Charles Way

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

Ricky Vann Ricky Vann Nov 22-2021  
(Print Name) (Signature) (Date)

Connie Vann Connie Vann Nov 22-2021  
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

**NOTE: PLEASE MAKE SURE THAT ALL THE PROPERTY OWNERS OF RECORD PRINT, SIGN, AND DATE THIS DOCUMENT. IF YOU HAVE MORE THAN ONE LOT PLEASE NOTE THIS ON THIS FORM WHEN YOU RETURN IT. OBJECTIONS WILL APPLY ONLY TO THOSE LOTS NAMED ON THIS FORM.**

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Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603

~~11/3/03-12/03~~



Rick and Connie Vann \* PO Box 561 Kasilof, Ak 99610

Parcel # 17714008 149 Charles Way

RE: Charles Way/Bunnell Avenue Water and Sewer SAD

Hello Homer City Council members,

We do not know any of you personally, so we assume you do not know us.

Would like to introduce ourselves to you, and address our objection to the proposed SAD on Charles Way.

I moved to the state in 1976 at 17, after Rick had graduated in Anch, we live in the house we built ourselves in Kasilof, since 1981. We bought our property in Homer in 2000. Constructed a 832 sqft cottage from recycled materials in 2004, installed a 1,000 gallon water tank and small onsite septic. Our property is about acre, but only about 30% of the parcel is useable ground. We have enjoyed our property and been self-reliante and contributing members of the Charles Way community, even though we are only there part time, mostly in the summer.

The Bunnell Ave/Charles Way Water & Sewer Improvement SAD Plan is blatantly unfair to us. We were initially told that the SAD would be based on a per parcel cost, meaning that the overall cost would be split equally between all property owners. We believed we would pay approximately \$28,000 under the plan. Since that time the plan has changed to a square footage of lot cost, and we are told we will owe \$124,646!

Two private property owners will carry the significant burden of subsidizing the other property owners, who will be paying approximately half of what the first plan had listed. Two property owners will carry the burden of up to 5 times the amount that was previously stated in the plan.

While the city will benefit the most from this improvement, we do not even need this improvement. Yet, as a private property owner will be shackled with the largest financial burden. We were willing in the beginning to support this improvement for the good of the community, but never intended to hook up to the utility. No good deed goes unpunished as shown here.

We object to the SAD and the Methodology used to penalize two private property owners. This plan is unacceptable, unfair and manipulative. We do not live in Homer full time, but in Kasilof. We were in conversation and communication with Jan at Public works, back when this was first proposed in summer. The city had our phone numbers, email, etc and yet we were not notified that the plan had changed until just before Thanksgiving, luckily, we were home and not traveling. In fact, at one point we were reassured by Jan that the plan would use the per parcel assessment. You can see why we would feel like we were purposely not contacted; knowing we would object to being taken advantage of and unfairly assessed for a utility the city knew we did not intend to connect to and utilize. I would have hoped for something more fair and equitable from the City of Homer.

In summary, we would pay almost 10 times the price as our neighbors for the same benefit, if we were to even hook up to this utility. The City, meaning the entity of the City of Homer, the entire community of Homer, and every tourist that would visit Bishop Beach going forward, would create a benefit so huge and much larger than anyone in the neighborhood, including any small business folks who serve the public, but yet we a single family parcel would pay more than anyone, is not only unfair, but down right outrageous. I think most folks in the community would clearly see this is not fair, and would stand with us, and ask that you vote against this plan.

Voting NO, and completely extinguishing this SAD is the proper and correct action to take.

Allowing us to opt out of this SAD, is the honorable thing to do in this situation.

Respectfully,

Rick and Connie Vann

**From:** [Chris Logan](#)  
**To:** [Department Clerk](#)  
**Cc:** [Janette Keiser](#)  
**Subject:** Bunnell/Charles Way SAD  
**Date:** Wednesday, November 24, 2021 9:12:56 AM

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

Hello City of Homer!

I would like to give my enthusiastic support to the special assessment district to provide water and sewer to the Charles Way/ Bunnell street area. I approve of the changes to the original proposal. I feel that benefitted area is the most fair way to assess this project.

One comment I have is that the EOne sewer pumps are not very good. I would like the city to look at a alternative systems before requiring that this substandard equipment be installed as part of this project.

Thank you to Director Keiser for all her hard work on making this project a reality.

Sincerely

Chris Logan

Home owner and business owner

254 Charles Way

# STATEMENT OF OBJECTION

TO SPECIAL ASSESSMENT DISTRICT

Received  
City Clerk's Office  
DEC - 6 2021  
City of Homer

SPECIAL ASSESSMENT DISTRICT: **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District**

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District

(give legal description): CONNOLLY, NANCY C. 303 TORQUAY CT UNIT B, RIDGEWAY NY 11961  
T6S R 13W SEC 20 Seward Meridian HM 0670365  
WR BENSON SUB AMENDED LOT 150 #17716414

I/We object to the **Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District.**

Reasons/Comments: I CAN NOT AFFORD THE IMPROVEMENTS OR  
HIGHER ASSESSED VALUE. I AM NOT CURRENTLY  
DEVELOPING MY LOT.

\* ALSO MY LAST NAME HAS BEEN MISPELLED IN SOME DOCUMENTS  
CORRECT SPELLING: CONNOLLY \*

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

NANCY CONNOLLY  11/28/2021  
(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

**NOTE: PLEASE MAKE SURE THAT ALL THE PROPERTY OWNERS OF RECORD PRINT, SIGN, AND DATE THIS DOCUMENT. IF YOU HAVE MORE THAN ONE LOT PLEASE NOTE THIS ON THIS FORM WHEN YOU RETURN IT. OBJECTIONS WILL APPLY ONLY TO THOSE LOTS NAMED ON THIS FORM.**

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Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603

CITY OF HOMER  
PROPERTY OWNER'S

### STATEMENT OF OBJECTION

TO SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT: Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

T 6S 13 W SEC 20 Seward Meridian

188 Charles Way Parcel #17716452

193 Charles Way Parcel #17714010

I/We object to the Bunnell Ave/Charles Way Water & Sewer Improvement Special Assessment District.

Reasons/Comments: I am objecting to the current SAD Plan for two reasons:

1. It is completely unfair to "change horses in the middle of the stream", and give the majority of the total cost to only 3 property owners because of the size of the parcels.
2. The assessed value of my parcel is \$4600.00, is completely undeveloped, and will most likely never be.

The other parcel is a recreational property and is well served with holding tanks.

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

<u>Kathrin Pereira (Johnson)</u> (Print Name)	<u>Kathrin Pereira</u> (Signature)	<u>12/7/2021</u> (Date)
--	---------------------------------------	----------------------------

_____ (Print Name)	_____ (Signature)	_____ (Date)
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_____ (Print Name)	_____ (Signature)	_____ (Date)
-----------------------	----------------------	-----------------

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City of Homer  
Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603

**From:** [Melanie Meeker](#)  
**To:** [Department Clerk](#)  
**Subject:** Bunnell water project  
**Date:** Monday, December 6, 2021 7:24:59 PM

---

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

6 Dec 2021

Hello Melissa,

Thanks for talking with us on the phone today.

The purpose of this email is two-fold:

1. Please update the mailing address on any and all properties that belong to Douglas A Meeker or DAM Revocable Trust to:

205 E Dimond Blvd PMB 546  
Anchorage AK 99515

2. To state that the price quoted in your 24 Nov 2021 letter is acceptable. However, we would disagree should the price be any higher. Price quoted in 24 Nov 21 letter is:

Water \$4,359  
Sewer \$9,249

T65 R13W S20 Seward Meridian HM 0670365 W. R. Benson Sub Amended Lot 154  
#17716418  
Douglas A. Meeker







December 7, 2021

Dear Homer City Council Members,

Thank you for this opportunity to provide input into the proposed “benefitted area” method of calculating distributed costs for the Bunnell Avenue/Charles Way Water and Sewer Improvement Special Assessment District (SAD) project.

My sister, Kathrin Pereira, and I jointly own two properties located in the project area—a recreational cabin at 188 Charles Way, and a larger undeveloped lot at 193 Charles Way. We maintain water and wastewater holding tanks on the smaller parcel. Although we don’t have need for city water and sewer at either lot, we were willing to shoulder our share of the project costs under the per-parcel method, to benefit our neighborhood.

I was shocked to learn that under the so-called “benefitted area” calculation method, our costs skyrocketed by 500%, to approximately \$100,00.00, while the costs for other property owners in our neighborhood were reduced.

I believe the benefitted-area method, as described in the latest set of documents, is inherently flawed. It appears the change from the per-parcel method was adopted to address concerns that the large city-owned lot at Bishop’s Beach should pay a larger share because many more people will use that facility. That seems logical. Including our lot in this calculation is where the logic broke down.

Use of water and sewer facilities is not linked to size of property. The City’s facility at Bishop’s Beach will be used by thousands of people each year, while our undeveloped lot at 193 Charles Way will see zero water and zero sewer customers for the foreseeable future. We may never develop this property in any manner due to wetlands regulations and associated costs. Further, the available footprint for development, if any, will be dramatically reduced due to wetlands regulations.

The benefitted-area method is arbitrary and punitive. It deflects costs from the City of Homer, onto the backs of a minority of property owners in a biased and inequitable manner. It is my hope that this flawed methodology will be set aside in favor of a plan that treats all citizens of the area equally and equitably.

Sincerely,  
Matt Johnson  
907-223-3986  
mattj@alaskan.com

LAW OFFICES OF  
**HOLMES WEDDLE & BARCOTT**  
A PROFESSIONAL CORPORATION

FOUNDED IN 1914

OVER A CENTURY OF SERVICE TO OUR CLIENTS

125 N. WILLOW STREET • KENAI, ALASKA 99611  
TELEPHONE (907) 283-7167 • FAX (907) 283-8435

GREGORY D. STEIN  
[gstein@hwb-law.com](mailto:gstein@hwb-law.com)

December 7, 2021

Office of the City Clerk  
City of Homer  
491E. Pioneer Ave.  
Homer, AK 99603

**RE: Charles Way/Bunnell Avenue Water and Sewer Special Assessment District**

To Whom It May Concern:

My office represents Rick and Connie Vann (the “Vanns”), owners of the property located at 149 Charles Way, in Homer, and Matt Johnson (“Mr. Johnson”), part owner of two separate parcels, 193 Charles Way and 178 Charles Way, all within the proposed Special Assessment District (“SAD”). The Vanns and Mr. Johnson have asked that I provide this letter so that the Homer City Council is aware of their objections to the proposed SAD Plan (the “Plan”) and to inform the City that legal counsel has been retained should this matter not be properly resolved in a way that does not unfairly bias my clients, as the current methodology most certainly does.

The relevant neighborhood property owners initially voted to pursue the SAD project under the impression that the City would use a “per parcel” methodology as to who would pay for what. This plan split the cost evenly between each parcel. My clients would have paid approximately \$28,000 per owned parcel under the original plan. The changed Plan uses a “benefitted area methodology” which requires the Vanns to pay \$124,646 because they own a lot comprising about an acre and a quarter. Mr. Johnson would pay \$101,208 in total for his two lots. The Vanns’ lot is not comprised of suitable land for additional building (see attached letter from John Segesser). Mr. Johnson’s lot at 193 Charles Way is primarily wetlands, and is likely not suitable for building on at all. Both of these lots contain significant areas running all the way to the shore line that is clearly not usable for building. Neither of my clients has any intent to subdivide their properties.

There is no real connection between lot size and overall use of the proposed water/sewer system. A small lot may contain a large family and a large lot may contain only two people who are seasonal residents, like the Vanns. Mr. Johnson’s lot at 193 Charles Way will likely remain empty for perpetuity. The City of Homer lot at Bishop’s Beach will surely tax the water and sewer system more than any single residential lot. Neither of my clients were even planning to connect to the new water and sewer system, as they have their own systems which suit them fine at the current time. Asking them to suddenly pay five times the price for a system they aren’t sure they even want or need, is wrong.

Changing the methodology, and basing that methodology on lot size, seems arbitrary and punitive to those who own larger lots. Most particularly when those lots are mostly incapable of supporting additional structures. It appears that the City of Homer changed the methodology to placate other lot owners who believed the City lot would use the water/sewer system the most, and that the City of Homer should pay a larger part. However, I fail to see how lot size directly correlates with usage. There doesn't even seem to be a baseline connection between what the City is trying to achieve here and how they plan to achieve it. If the City of Homer wants to pay more, have the City pay more because its lot is subject to extensive public use. You don't need to punish some private lot owners to achieve this outcome. Demanding that larger lots pay more because of speculative future use is highly concerning.

It should be clear that the current course of action is prejudicial to my clients and does not reflect the reality of the situation on the ground. It is my hope that the City of Homer will choose to correct this action and adopt a different methodology, or perhaps allow property owners to opt out of the SAD, if possible. If not, my clients are prepared to pursue this matter through whatever means may be necessary.

Sincerely,

Gregory D. Stein



## **Memorandum 21-218**

TO: Mayor Castner and City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, PE, Director of Public Works  
DATE: December 9, 2021  
SUBJECT: Bunnell Avenue/Charles Way Water & Sewer Special Assessment Districts

**Issue:** The purpose of this Memorandum is to request additional time to refine our recommendation regarding the method of assessment for the Bunnell Avenue/Charles Way Water/Sewer Special Assessment Districts, to consider the Developable Land areas.

### **Background:**

On May 10, 2021, the City Council adopted Resolution 21-030 initiating the process for creating Special Assessment Districts to bring City water and sewer to the Bunnell Avenue/Charles Way neighborhood. The time has come for the City Council to take action regarding the sufficiency of the districts. We previously recommended that the Benefitted Area method of assessment be used. Now, we further recommend the assessment computation be applied to the *Developable* portions of the Benefitted Areas only.

As you may recall, the HCC provides for three possible methods of computing assessments: Equal Share, Frontage Foot and Benefitted Area. Usually, the Equal Share method is used, unless there is a compelling reason for a different method. For example, one of the properties in the Alder Lane Water Assessment District was three-four times larger than the other lots. With the Equal Share method that property would have been assessed the same as the smaller lots, which wasn't equitable. So, we recommended, and the City Council adopted, the Benefitted Area method. With the Ocean Drive Seawall Special Assessment District, the benefit to each property was directly proportional to the length along the Seawall, so the Frontage Foot method was used.

Multiple people commented at the Neighborhood Meeting for the Charles/Bunnell Special Assessment Districts that the Benefitted Area method would be most equitable because it would account for the benefit to Bishop's Beach, one of the City's most popular parks. Thus, we computed the proposed assessments using the Benefitted Area Method. The computations for the larger lots only included the first 200 feet of the lot, as allowed in HCC 17.01.010, so long as this approach is approved by Council. This notwithstanding, owners of the larger properties objected, stating that while their lots were

larger, much of their properties was not developable for multiple reasons. We've researched the legislative history and found the following:

1. The definition of the Benefited Area Method specifies that the *“square footage in the calculation shall exclude undevelopable land”*. HCC 17.01.010.
2. *“Undevelopable Land means land that cannot be practicably developed due to natural characteristics, which may include, but are not limited to, steep grade, ravines, and wetlands.* HCC 17.01.010.
3. The intent of these definitions was to *“give the Public Works Director discretion to calculate and apply the benefited area method. It balances flexibility with oversight. While the Public Works Director uses his discretion, his methodology will be subject to review by Council...”* Memorandum 19-125.
4. Memorandum also explains, *“[a] definition is added for “developable land,” which also provides the Public Works Director discretion to determine what property can be reasonably developed for uses permitted within the property’s zoning district to ensure the most accurate proportion of an assessment.”* Memorandum 19-125.

Thus, the Public Works Director clearly has the authority to exercise discretion when applying the Benefited Area Methodology and determining how much “Developable Land” is involved. Viewed from this perspective, the objections of the larger lot owners have merit. While the entire area of Bishop’s Beach Park is fully usable as a park, much of the other large lots is not developable because of geographical constraints, such as wetlands, tidelands or beach.

We are in the process of recalculating the proposed assessments by using wetland delineations, our knowledge of what can be done within a wetland and the probable erosion potential of the beach area, to evaluate the Developable Land areas. This will significantly reduce the area of the larger lots, which is subject to assessment. We recommend postponing action on the sufficiency of the Special Assessment Districts until next Council meeting, to give us time to do this analysis.



## **Memorandum 21-190**

TO: City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, PE, Director of Public Works  
DATE: October 13, 2021  
SUBJECT: Bunnell Avenue/Charles Way Water & Sewer Special Assessment Districts

**Issue:** The purpose of this Memorandum is to update the Council on the progress of the proposed Bunnell Avenue/Charles Way Water & Sewer Special Assessment Districts.

### **Background:**

On May 10, 2021, the City Council adopted Resolution 21-030 initiating the process for creating special assessment districts (SAD) to bring City water and sewer to the Bunnell Avenue/Charles Way neighborhood.

A packet of information, containing proposed alignments for the water/sewer main extensions and a preliminary assessment roll were sent to property owners in the neighborhood. On May 27, 2021, a Neighborhood Meeting was held. Subsequently the time for filing objections passed. Enough people approved of the project to move it to the next step in the SAD process, which was to hold a public hearing. At the public hearing, people made the following comments:

- The project should be designed/constructed to avoid disruption to the wetlands as much as possible.
- The project should be designed/constructed to minimize the costs as much as possible.

We decided to take a second look at the strategy for serving the area with water/sewer with the goals of (a) minimizing wetland disruption and (b) getting a more reliable cost estimate. In order to achieve these goals, we took the liberty of making a modest investment to produce a design survey to more accurately determine how gravity would flow in the neighborhood as well as a more precise conceptual design. If the SAD process goes forward, these costs will be absorbed into the costs of the SAD. If the SAD process does not go forward, these costs will be absorbed into the existing Public Works Operating Budget.

This work is not yet finished. I request that further action on the proposed Special Assessment Districts be postponed until I have more information to report.



# City of Homer

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

Public Works

3575 Heath Street  
Homer, AK 99603

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

(p) 907-235-3170

(f) 907-235-3145

## Memorandum 21-148

TO: Mayor Castner and City Council  
THROUGH: Rob Dumouchel, City Manager  
FROM: Janette Keiser, PE, Director of Public Works  
DATE: August 13, 2021  
SUBJECT: Bunnell Avenue/Charles Way Water & Sewer Special Assessment Districts

**Issue:** The purpose of this Memorandum is to recommend the method of assessment computation for the Bunnell Avenue/Charles Way Water & Sewer Special Assessment Districts.

### Background:

On May 10, 2021, the City Council adopted Resolution 21-030 initiating the process for creating special assessment districts to bring City water and sewer to the Bunnell Avenue/Charles Way neighborhood.

In response to the public comments we received about the proposed special assessment district, we recommend that the Benefitted Area method of assessment be used.

Per the HCC, there are three possible methods of computing assessment: Equal Share, Frontage Foot and Benefitted Area. Usually, the Equal Share method is used, unless there is a compelling reason for a different method. For example, one of the properties in the Alder Lane Water Assessment District was three-four times larger than the other lots. With the Equal Share method that property would have been assessed the same as the smaller lots, which wasn't equitable. So, we recommended, and the City Council adopted, the Benefitted Area method. With the Ocean Drive Seawall Special Assessment District, the benefit to each property was directly proportional to the length along the Seawall, so the Frontage Foot method was used. With the districts (water & sewer) proposed for the Bunnell Avenue/Charles Way neighborhood, the Benefitted Area method would be most equitable because it would account for the benefit to Bishop's Beach, one of the City's most popular parks as well as several other larger properties.

The attached spreadsheets show the effect this method will have on the proposed assessments. The computations for the larger lots only includes the first 200 feet of the lot, as allowed in HCC 17.01.010, so long as this approach is approved by Council.



**Recommendations:**

1. That the City Council adopt the Benefitted Area Method as the method of assessment for the Bunnell Avenue/Charles Way Special Assessment District.
2. That the City Council approved the approach of only including the first 200 feet of the lots that are at least 50 percent larger than the average lot in the proposed district.

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

3 Mayor/Aderhold

4 **RESOLUTION 21-091**

5  
6 A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA  
7 DIRECTING THE CITY ATTORNEY TO FILE AN AMICUS BRIEF IN THE  
8 UNITED COOK INLET DRIFT ASSOCIATION AND COOK INLET  
9 FISHERMEN'S FUND v NATIONAL MARINE FISHERIES SERVICE AND  
10 NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, ET AL.,  
11 3:21-cv-00255-JMK LITIGATION  
12

13 WHEREAS, On November 25, 2020, the Homer City Council adopted Resolution 20-127  
14 (attached) which strongly opposed the North Pacific Fishery Management Council's Alternative  
15 4 to the Public Review Draft Environmental Assessment/Regulatory Impact Review for  
16 Proposed Amendment XX to the *Fishery Management Plan for the Salmon Fisheries in the EEZ*  
17 *off Alaska* (Salmon FMP); and  
18

19 WHEREAS, The waters of the Cook Inlet commercial drift gillnet fishery are the closest  
20 fishing grounds to Homer and participants in the fishery live in Homer, moor their vessels in  
21 the Homer Harbor, and are constituents of Homer's marine trade businesses; and  
22

23 WHEREAS, The fishing waters of the Cook Inlet commercial salmon drift gillnet fishery  
24 include state and federal waters, with fishing in state waters managed by the Alaska  
25 Department of Fish and Game Division of Commercial Fisheries and federal waters managed  
26 by the National Oceanic and Atmospheric Administration National Marine Fisheries Service  
27 (NOAA Fisheries) within the United States Exclusive Economic Zone (EEZ), defined as waters  
28 3 nautical miles to 200 miles offshore of Alaska and other coastal states); and  
29

30 WHEREAS, On November 2, 2021, NOAA Fisheries issued a final rule in the Federal  
31 Register to implement Amendment 14 to the Salmon FMP that prohibits commercial salmon  
32 fishing in the federal waters of Cook Inlet; and  
33

34 WHEREAS, In 2014 the Homer City Council voiced opposition to restrictions on the Cook  
35 Inlet Fishing District 1 (Resolution 14-019(A)) (attached), which is roughly equivalent to the area  
36 of the EEZ, citing widespread and deleterious effects to local and regional economies; and  
37

38 WHEREAS, The Homer City Council has consistently advocated for science-based  
39 fisheries management decisions that are equitable across fishery users and sustainable for  
40 continued human benefit into the future; and  
41

42 WHEREAS, prohibiting commercial salmon fishing in the federal waters of Cook Inlet  
43 effectively eliminates the economic viability of the fishery and viability of local seafood  
44 processors; and

45  
46 WHEREAS, The Homer City Council recognizes that the commercial salmon drift gillnet  
47 fleet, like other fisheries users, is a critical component of Homer, positively contributing to the  
48 City's local history, culture, and economy.

49  
50 NOW, THEREFORE BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
51 directs the City Attorney to file an amicus brief in the United Cook Inlet Drift Association v  
52 National Marine Fisheries Service and National Oceanic and Atmospheric Administration, et  
53 al., 3:21-cv-00255-JMK litigation.

54  
55 PASSED AND ADOPTED by the Homer City Council this 13<sup>th</sup> day of December, 2021.

56  
57 CITY OF HOMER

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

62 ATTEST:  
63  
64  
65 \_\_\_\_\_  
66 MELISSA JACOBSEN, MMC, CITY CLERK

67  
68 Fiscal Note: Attorney Fees Account# 100-0100-5210