



## 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, August 26, 2019 at 6:00 PM

City Hall Cowles Council Chambers

#### 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 August 12, 2019. City Clerk. Recommend approval.
- b. Memorandum 19-100 from Mayor Castner Re: Appointments to the Planning Commission, Economic Development Advisory Commission, and Library Advisory Board. Recommend approval.
- c. Memorandum 19-101 from Deputy City Clerk Re: New Retail Marijuana License and Manufacturing License Renewal for Cosmic Seaweed. Recommend approval.
- d. Ordinance 19-38, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 1.16.040, Disposition of Scheduled Offences-Fines Schedule. Lord/Venuti. Recommended Dates Introduction August 26, 2019, Public Hearing and Second Reading September 9, 2019

Memorandum 19-102 from Port Director as backup

- e. Resolution 19-052, A Resolution of the City Council of Homer, Alaska, Amending the Port of Homer Tariff and the City of Homer Fee Schedule Under Barge Ramp Cargo Facility. Lord/Venuti. Follows Ordinance 19-39.

Memorandum 19-102 from Port Director as backup

- f. Resolution 19-053, A Resolution of the City Council of Homer, Alaska, Amending the Homer Public Library, Library Card Registration Policy to Change Library Card Renewal to Every Two Years and Add Accepted Residency Documentation. Aderhold/Venuti. Recommend adoption.

Memorandum 19-103 from Library Director as backup

- g. Resolution 19-054, A Resolution of the City Council of Homer, Alaska, Awarding the Contract for Real Estate Broker Services to Homer Real Estate of Homer, Alaska, for a Period of Three Years with Option to Extend, Compensating the Broker 10% Commission Fee for each Land Sale and up to 6% for each Improved Property Sale, and Authorizing the City Manager to Execute the Appropriate Documents. City Clerk. Recommend adoption.

Memorandum 19-107 from City Clerk as backup

- h. Resolution 19-055, A Resolution of the City Council of Homer, Alaska, Confirming the Americans with Disabilities Act (ADA) Compliance Committee as a Standing Committee of the City Council. Aderhold. Recommend adoption.
- i. Resolution 19-056, A Resolution of the City Council of Homer, Alaska, Approving a Noncompetitive Forty-Two Month Short-Term Lease at the Homer Airport Terminal with Pioneer Car Rental, Inc. and Authorizing the City Manager to Execute the Appropriate Documents. City Manager. Recommend adoption.

## **VISITORS**

- a. South Kenai Peninsula Opioid Task Force Update (10 minutes)

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

- a. Committee of the Whole Report
- b. Worksession Report
- c. Special Meeting Report
- d. Mayor's Report
- e. Borough Report
- f. Library Advisory Board
- g. Homer Advisory Planning Commission
  - i. Memorandum from City Planner Re: Transportation and Wayfinding Plan

- h. Economic Development Advisory Commission
- i. Parks Art Recreation and Culture Advisory Commission
- j. Port and Harbor Advisory Commission
- k. Americans with Disabilities Act Compliance Committee

[l. AML](#) Summer Conference Travel Report - Councilmember Venuti

## **PUBLIC HEARING(S)**

- [a.](#) Rosebud Court Road Reconstruction and Paving [Special Assessment District](#)
- [b.](#) Ordinance 19-36, An Ordinance of the City Council of Homer, Alaska Authorizing the Expenditure in an Amount of up to \$1,500 from the HART Funds for Work on the Woodard Creek and Fairview Trails with Karen Hornaday Park. Venuti. Introduction August 12, 2019, Public Hearing and Second Reading, August 26, 2019

Memorandum 19-095 from PARCAC as backup

- [c.](#) Ordinance 19-38, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds. City Manager/Finance Director. Introduction August 12, 2019, Public Hearing and Second Reading August 26, 2019

Memorandum 19-099 from Finance Director as backup

## **ORDINANCE(S)**

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

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

## **PENDING BUSINESS**

- [a.](#) Ordinance 19-19(S), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 14.08, "Water Rules and Regulations" to add HCC 14.08.015, "Water Service Area" and Permitting the City to Provide Water Service Outside the City of Homer so Long as the Property Served is Adjacent to a Water Main Installed to Serve City Property and Such Service is Required by Law or Authorized by Ordinance and Requiring a Council Approved Agreement Regulating Use, Operation, Installation, and Maintenance of Water Service on the Property. Aderhold. Introduction April 22, 2019, Postponed to May 28, 2019, Public Hearing June 10, 2019, Referred to Planning Commission, Port & Harbor Advisory Commission and Economic Development Advisory Commission, Postponed to August 26, 2019.

Memorandum 19-072 from Councilmember Aderhold as backup  
Memorandum 19-104 from Port & Harbor Advisory Commission as backup  
Memorandum 19-105 from Economic Development Advisory Commission as backup  
Memorandum 19-106 from Planning Commission as backup

## **NEW BUSINESS**

- a. Memorandum 19-108 from City Clerk Re: Vacation a 10 foot wide drainage easement on lot 24-A, AA Mattox Peggi's Addition granted by AA Mattox Peggi's Addition (Plat HM 99-64) within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V.

## **RESOLUTIONS**

### **COMMENTS OF THE AUDIENCE**

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

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

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

### **COMMENTS OF THE MAYOR**

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

## **ADJOURNMENT**

Next Regular Meeting is Monday, September 9, 2019 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 19-21 a Special Meeting of the Homer City Council was called to order on August 12, 2019 by Mayor Ken Castner at 3:30 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, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

**STAFF:** CITY MANAGER KOESTER  
CITY CLERK JACOBSEN

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

LORD/VENUTI MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

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

**PENDING BUSINESS**

**NEW BUSINESS**

- a. Memorandum 19-079 from City Clerk Re: Request for Executive Session Pursuant to AS 44.62.310(A-C)(1&3) Matters the Immediate Knowledge of Which would Clearly have an Adverse Effect Upon the Finances of the Government Unit and Matters which by Law, Municipal Charter, or Ordinance are Required to be Confidential. (Terry L. Kadel v. City of Homer)

VENUTI/ADERHOLD MOVED TO ADJOURN INTO EXECUTIVE SESSION PURSUANT TO AS §44.62.310(A-C)(1 & 3) MATTERS, THE IMMEDIATE KNOWLEDGE OF WHICH WOULD CLEARLY HAVE AN ADVERSE EFFECT UPON THE FINANCES OF THE GOVERNMENT UNIT AND MATTERS WHICH BY LAW, MUNICIPAL CHARTER OR ORDINANCE ARE REQUIRED TO BE CONFIDENTIAL. (TERRY L. KADEL V CITY OF HOMER)

There was no discussion.

VOTE: YES: VENUTI, SMITH, ADERHOLD, LORD, STROOZAS, ERICKSON

Motion carried.

Council adjourned into executive session at 3:34 p.m.

Mayor Castner called the meeting back to order at 4:01 p.m.

Councilmember Smith stated Council met in executive session and gave direction to the City Attorney regarding the case.

### **COMMENTS OF THE AUDIENCE**

### **ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 4:01 p.m. The next Regular Meeting is Monday, August 26, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

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Melissa Jacobsen, MMC, City Clerk

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

Session 19-22 a Regular Meeting of the Homer City Council was called to order on August 12, 2019 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, ERICKSON, LORD, SMITH, STROOZAS, VENUTI

**STAFF:** CITY MANAGER KOESTER  
CITY CLERK JACOBSEN  
PORT DIRECTOR HAWKINS  
FIRE CHIEF KIRKO

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

The following changes were made: **Consent Agenda** Ordinance 19-38, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds. City Manager/Finance Director. Memorandum 19-099 from Finance Director and Mid-Year Department Requests as backup. **Ordinances** Ordinance 19-37, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 2.08, Section 2.08.040(h) Quorum-Voting to Require the Mayor to Vote in the Case of a Tie. Lord. Memorandum 19-096 from City Manager as backup. **Pending Business** Ordinance 19-32(S), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72 Advisory Planning Commission; Homer City Code 11.12.010 Street Address Assignment Plan Adopted; Homer City Code 21.03.040 Definitions Used in Zoning; and Homer City Code 22.10.040 Applicable and Exempted Subdivisions to Change the Name of the Advisory Planning Commission to the Planning Commission Throughout. Mayor. Memorandum 19-100 from Deputy City Clerk as backup. **New Business** Memorandum 19-098 from City Clerk Re: Request for Homer City Council to Veto Kenai Peninsula Borough Approval of the vacation of a 10 ft. wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough KPB File 2019-048V. Follow up information from City Attorney.

VENUTI/LORD MOVED TO ADOPT THE AGENDA AS AMENDED.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **MAYORAL PROCLAMATIONS AND RECOGNITIONS**

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

Roberta Highland, city resident, commented in support of Ordinance 19-37 and the Mayor voting in the case of a tie.

### **RECONSIDERATION**

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

- a. Homer City Council unapproved Regular Meeting Minutes of July 22, 2019. City Clerk. Recommend adoption.
- b. Ordinance 19-36, An Ordinance of the City Council of Homer, Alaska, Authoring the Expenditure of \$1,500 from the HART Funds for Work on the Woodard Creek and Fairview Trail within Karen Hornaday Park. Venuti. Recommended dates: Introduction August 12, 2019, Public Hearing and Second Reading August 26, 2019.

Memorandum 19-095 from Parks Art Recreation & Culture Advisory Commission as backup.

- c. Ordinance 19-38, An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds. City Manager/Finance Director. Recommended dates: Introduction August 12, 2019, Public Hearing and Second Reading August 26, 2019.
- d. Resolution 19-050, A Resolution of the City Council of Homer, Alaska, Reaffirming the City of Homer's Status as an Official Purple Heart City and Recognizing August 7th as Purple Heart Medal Day. Stroozas/Smith. Recommend adoption.
- e. Resolution 19-051, A Resolution of the City Council of Homer, Alaska, Amending the City Council Operating Manual to add a Task Force Section to Provide a Framework for Efficient Operation and Effective Use of Task Force Time and Effort. Lord/Erickson. Recommend adoption.

Mayor Castner asked for a motion to adopt the recommendations of the consent agenda as read.

ERICKSON/VENUTI SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **VISITORS**

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

#### a. Committee of the Whole Report

Councilmember Smith reported Council discussed budget priorities for 2020 and 2021. The City Manager presented building maintenance needs, reserve requests, deferred maintenance, and fleet replacement breakdowns. They also discussed the biennial budget and what it will look like as they explore the budget “buckets”.

#### b. Worksession Report

City Manager Koester reported Council had a productive worksession on revisions to Title 14, water and sewer code, and Title 17, special assessment district code. They made progress by moving through four specific questions and she noted for the public that there is an extended worksession on September 16<sup>th</sup> at 3:00 p.m. If there are specific concerns regarding HAWSP process, or reopening HAWSP for special assessment districts please make time to attend.

#### c. Special Meeting Report

Councilmember Smith reported Council met in executive session and gave direction to the City Attorney regarding Kadel vs. City of Homer.

#### d. Mayor's Report

##### i. North Pacific Fishery Management Council Update

Mayor Castner comment about the North Pacific Fisheries Management Council letter in the packet regarding their upcoming meetings in Homer. It will be an honor to have them here and it will be great to have another offseason event that will inject capital into the town.

#### e. Borough Report

#### f. Library Advisory Board

Kate Finn, Board member, highlighted the summer events at the library. She reported the Board met in August after two months off. They agreed to revise the library gift acceptance policy to clarify and address a wider range of potential giving options and they'll have a special worksession to discuss it further soon. Library Director Berry presented a strategic plan for 2020-2025 with four main priorities that include improving the efficiency of the library by harnessing technology and streamlining procedures, expand capacity to serve as a community

hub, promote lifelong learning, and provide access to materials in a wide range of formats. The Boards bylaws include a member's monthly participation at the Friends of the Homer Library and there was discussion of removing that as the Friends requested they attend only as needed. The Board discussed having a potluck with the Friends once a year to improve relations and forge personal ties as both groups work toward the betterment of the Homer Public Library, and their first gathering will be in October. The Board has discussed changing the library card renewal policy from annual to every two years and they request a sponsor to bring that resolution forward on August 26<sup>th</sup>. She reminded Council and listeners that the board meets on the first Tuesday of the month at 5:30 p.m. and everyone is welcomed to attend.

g. Homer Advisory Planning Commission

Roberta Highland, Commissioner, reported at their last meeting the Commission had one plat consideration, they've been working on East End Mixed Use ordinance that would allow building heights of 75 feet with a conditional use permit, drafting an ordinance to allow manufacturing as an outright permitted use in GC1 and GC2 zoning districts. The Commission will be forwarding a memo requesting and extension on the final review of amending water rules to allow water service outside City limits. They've had lengthy discussion and would like more time with it before making final recommendation. The Commission is drafting ordinance language to allow outright boat sales, service, repair, rental, and storage.

h. Economic Development Advisory Commission

i. Parks Art Recreation and Culture Advisory Commission

Robert Archibald, Commissioner, reported at their last meeting the Commission was presented with a Klondike Alley project consideration and will discuss it further at their next meeting. Karin Marks, Chair of the Economic Development Advisory Commission reported to PARCAC on Wayfinding and Streetscapes and it was very interesting. The City's Transportation Plan is due to be updated and they look forward to working with other Commission on Wayfinding and Streetscapes. Deputy City Planner Engebretsen briefed the Commission on the Seafarer Memorial Parking Project and Spit erosion nourishment approach and Parks Maintenance Coordinator Steffy reported about ongoing projects staff is working on. There is collaboration ongoing with user groups for improvements at Jack Gist Park to make field 2 a regulation field by raising the fence. The Commission forwarded a request for \$1500 for trail improvement at Karen Hornaday Park, and that was introduced tonight on the consent agenda. Their CIP recommendations to Council include Main Street sidewalks and Bayview Park. The welcomed new Commissioner Barnwell and there is a seat open for a Student Representative.

j. Port and Harbor Advisory Commission

- i. Memorandum from City Clerk Re: Request for Sponsor for Legislation Submitted by Port & Harbor Advisory Commission.

Mike Stockburger, Commissioner, reported the Commission has been discussing proposed tariff changes to the Port of Homer Tariff to better capture the use of at the barge ramp facility by small vessels and find a consistent approach towards managing an equitable rate for the use. He explained some of the small vessel owner concerns that it's difficult to track multiple landings with varied amounts of cargo for multiple customers. The Commission identified and proposed solutions that set a wharfage per landing for vessels under 50 feet, an annual barge ramp pass for these vessels and a priority use grating to vessels over 50 feet, and allow commercial landing at the Load and Launch ramp on off peak hours. Mr. Stockburger also touched on the importance of the engineering services for Deep Water Dock contingency planning that is scheduled as a public hearing item on this agenda.

- k. Americans with Disabilities Act Compliance Committee

Councilmember Aderhold reported the Committee will meet Thursday to discuss projects for the Capital Improvement Plan.

- l. Employee Committee

- i. Memorandum from Employee Committee Re: COLA Request

Deputy City Planner Julie Engebretsen and Library Technician II David Bernard, Chair and Vice Chair of the Employee Committee thanked Council for approving the healthcare plan outside of the normal budgeting cycle, it will be a big savings this year and should allow more time for negotiations in the future to make sure we get the best plan for the least amount of money for the City and reported that the Employee Committee recommends a COLA of 3% for FY 2020. The method of determination is simple. Inflation for Urban Alaska in 2018, according to the Consumer Price Index, was 3%; we ask that the FY 2020 budget also include a 3% COLA. If the City adopts a two-year budget cycle, a FY 2021 COLA should also be included, consistent with observed inflation in 2019.

## **PUBLIC HEARING(S)**

- a. Ordinance 19-33, An Ordinance of the City Council of Homer, Alaska, Appropriating Funds in the amount of \$10,000 from the Port and Harbor Reserves Fund for Engineering Services for Deep Water Dock Contingency Planning. City Manager/Port Director. Introduction July 22, 2019, Public Hearing and Second Reading August 12, 2019.

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

VENUTI/ADERHOLD MOVED TO ADOPT ORDINANCE 19-33 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was brief discussion in support of the ordinance.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- b. Ordinance 19-34, An Ordinance of the City Council of Homer, Alaska, Amending the Capital Budget and Authorizing Pass Through Funds for the Alaska Department of Transportation (ADOT) Lake Street Project. City Manager/Public Works Director. Introduction July 22, 2019, Public Hearing and Second Reading August 12, 2019.

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

LORD/ADERHOLD MOVED TO ADOPT ORDINANCE 19-34 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There were brief comments in support of the ordinance.

VOTE: NON OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- c. Ordinance 19-35, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 3.05, Budget to Institute a Biennial Budget; Repealing Homer City Code 3.05.040, Equipment Replacement Reserve, Homer City Code 3.05.042, Alternative Funding For Depreciation, And Homer City Code 3.05.043, Health Insurance Reserve Fund; Amending Homer City Code 3.05.045, Balanced Budget Requirements; and Enacting Homer City Code 3.05.046, Emergency Operations Fund; 3.05.047, Capital Asset Repair And Maintenance Account; 3.05.048, Capital Improvement Fund; 3.05.049, General Fund - Fund Balance; And 3.05.050, Prioritization of Funding. Mayor. Introduction July 22, 2019, Public Hearing and Second Reading August 12, 2019.

Ordinance 19-35(S), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 3.05, Budget to Institute a Biennial Budget; Repealing Homer City Code 3.05.040, Equipment Replacement Reserve, Homer City Code 3.05.042, Alternative Funding For Depreciation, And Homer City Code 3.05.043, Health Insurance Reserve Fund; Amending Homer City Code 3.05.045, Balanced Budget Requirements; and Enacting Homer City Code 3.05.046, Emergency Operations Fund; 3.05.047, Capital Asset Repair And Maintenance Account; 3.05.048, Capital Improvement Fund;



3.05.049, General Fund - Fund Balance; And 3.05.050, Prioritization of Funding. Mayor.

Policy Discussion Points from Mayor  
Memorandum 19-097 from City Manager as backup

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

ERICKSON/ADERHOLD MOVED TO ADOPT ORDINANCE 19-35 BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

ERICKSON/ADERHOLD MOVED TO SUBSTITUTE ORDINANCE 19-35(S) FOR 19-35

There was no discussion on the motion to substitute.

VOTE (substitute): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

Councilmember Aderhold questioned the repeal of the health insurance fund, City Manager Koester responded if the fund is repealed it would not be used as a mechanism to buffer against increased in the operating budget for health insurance, it would be used as a cost center a cost center for payments per employee contribution, at the end of every year any surplus or deficits would laps back to the general fund. It wouldn't be used as a buffer against increasing health insurance costs, without a policy direction from Council.

Councilmember Lord commented this ordinance raises two issues that should be addressed separately. They could have moved forward with approving the biennial budget and for the next budget cycle created a new system of how we utilize funds, developing well thought out and articulated policies. She questioned the need for line 272 that reads unassigned fund balance shall be available for appropriation by City Council, as all dollars run though the city are available for appropriation by City Council. Mayor Castner commented it's simply a statement and commented regarding funds available for Council to use at their discretion. City Manager Koester added it boils down to a policy and philosophy on spending money with a clear picture of assets versus liabilities, which the Mayor is trying to streamline through this process.

There was continued general discussion of addressing policies and priorities related to funds and spending. Concerns were expressed regarding potentially over spending with the proposed Capital Asset Repair and Maintenance or CARMA Fund and consider the pros and cons of that approach.

ADERHOLD/VENUTI MOVED TO AMEND TO STRIKE LINE 205 AND 206 SECTION 2. HOMER CITY

CODE 3.05.017, MINIMUM ANNUAL TRANSFER FOR HOMER ACCELERATED ROADS AND TRAILS CAPITAL ACCOUNTS IS REPEALED.

There was discussion that Council established a minimum amount to go toward new road and trail projects. Removing the minimum amount that remains in the HART fund opens the ability for the general fund to absorb what it needs to cover roads and trail maintenance. This is what the voters agreed to when it went to the ballot and repealing isn't an option.

VOTE (amendment): NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was discussion regarding the fund balance and consideration of four versus six months of revenue restricted for emergencies. The risk factors are relatively low outside of a natural disaster, and that being the case, four months is the minimum they should lock in. Creating a ceiling would allow for some flexibility in emergency spending.

Mayor Caster called for a recess at 7:36 p.m. and reconvened the meeting at 7:45 p.m.

SMITH/ERICKSON MOVED TO AMEND LINE 262 TO READ "EQUAL TO ~~SIX~~ **FOUR** MONTHS REVENUE FOR THE CURRENT FISCAL YEAR THAT IS RESTRICTED TO EMERGENCY"

There was comment restricting that amount of money leaves the remaining unassigned fund balance to provide more flexibility.

City Manager Koester explained GFOA recommends municipalities develop a fund balance policy and recommends two months to six months operating expenditures as the fund balance policies. The number set depends on the use of the fund. She isn't uncomfortable with four months in this instance.

It was noted discussion there are questions that need to be answered in developing a fund balance policy.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

There was no further discussion on the substitute ordinance as amended.

VOTE (main motion): YES: ERICKSON, VENUTI, LORD, STROOZAS, ADERHOLD, SMITH

Motion carried.

**ORDINANCE(S)**

- a. Ordinance 19-37, An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Chapter 2.08, Section 2.08.040(h) Quorum-Voting to Require the Mayor to Vote in the Case of a Tie. Lord. Recommended dates: Introduction August 12, 2019, Public Hearing and Second Reading August 26, 2019.

VENUTI/LORD MOVED TO INTRODUCE ORDINANCE 19-37 BY READING OF TITLE ONLY.

There were comments that there needs to be consistency regarding the way the Mayor responds when there is a tie vote of the Council. It doesn't send a clear message to the Council or the public when the Mayor decides when he will or will not break a tie. He has opinions and participates in the discussion and he should vote when there is a tie. There were also comments that they should honor the Mayor's position that he breaks a tie when he so chooses.

Mayor Caster explained he has voted to break a tie at introduction because he felt something shouldn't die on first reading and go to public hearing, but he will no longer do that. He won't break a three/three tie on a first reading. He will however, have a yes vote on ordinances or resolutions he sponsors.

VOTE: YES: LORD, ADERHOLD

NO: STROOZAS, ERICKSON, SMITH, VENUTI

Motion failed.

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

- a. City Manager's Report

City Manager Koester recapped the information on the Regulatory Commission of Alaska hearing on Enstar Tariff 310-4 that was included in her written report, noting the RCA has until November 3<sup>rd</sup> to make their decision.

- b. Bid Report – Informational only

### **PENDING BUSINESS**

- a. Ordinance 19-32(S), An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 2.72 Advisory Planning Commission; Homer City Code 11.12.010 Street Address Assignment Plan Adopted; Homer City Code 21.03.040 Definitions Used in Zoning; and Homer City Code 22.10.040 Applicable and Exempted Subdivisions to Change the Name of the Advisory Planning Commission to the Planning Commission Throughout. Introduction June 24, 2019, Public Hearing and Refer to Planning Commission July 22, 2019, Second Reading August 12, 2019.

VENUTI/ERICKSON MOVED TO ADOPT ORDINANCE 19-32(S) BY READING OF TITLE ONLY FOR SECOND AND FINAL READING.

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

## **NEW BUSINESS**

- a. Memorandum 19-098 from City Clerk Re: Request for Homer City Council to Veto Kenai Peninsula Borough Approval of the vacation of a 10 ft. wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough KPB File 2019-048V.

Mayor Castner stated this memorandum is informational and it will come back as an action item on August 26<sup>th</sup>.

## **RESOLUTIONS**

### **COMMENTS OF THE AUDIENCE**

Scott Adams, city resident, commented in support of the Mayor's ability to decide whether or not he wants to vote to break a tie and in appreciation of the Mayor's efforts regarding Kachemak City Water and Enstar.

Wayne Aderhold, city resident, commented specific campaign promises should be upheld particularly at the local level, and the Mayor made two that were very specific. He can accept the explanation given tonight, but at the time the Mayor broke the tie, it wasn't the situation people were led to understand.

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

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

City Clerk Jacobsen commented that there is an opening on the Economic Development Advisory Commission and seats for student representatives on the advisory commissions. The candidacy filing period is open for two City Council seats. Candidacy filing packets are available on line and can be picked up and turned in at the City Clerk's Office. Completed packets will be accepted until 4:30 pm on Thursday the 15<sup>th</sup>. We currently have 4 candidates who have filed. Election Day is Tuesday, October 1<sup>st</sup> and the deadline to register to vote or update voter registration for this election is September 1<sup>st</sup>. The Clerk's office is recruiting registered voters who are city residents to work as election judges. It's a great way to play an

important role in the election process, to help the community, and even make a little extra money before the holidays. She provides election worker training every year, and if people are interested, they can all or stop by the Clerk's office for more information.

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

City Manager Koester had no comment.

#### **COMMENTS OF THE MAYOR**

Mayor Castner commented regarding the possibility of a teachers strike occurring. Tomorrow there will be a bargaining session and hopefully there will be some resolution. If they go on strike and if so, Administration has determined that they will lock down the campuses and there will be no activities there at all, including sports and public events. This was a good meeting tonight, they chewed on a lot of things. He's happy they worked through the Enstar hearings in six months, it could have gone on much longer. They're taking on a lot of policy issues and ambitions are laudable and good, and he hopes it's something that is helping the City grow. He said he respects the Council and takes no affront to anything that was said tonight.

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

Councilmember Erickson commented that school starts next week so watch out for the kids. She said she was in the back country for a few days and it is really, really dry back there. She's never seen the swamps without water. With hunting season coming up and all the outdoor things happening in the back country, she encouraged people to be safe out there. If there's a fire there isn't much of a barrier as dry as it is.

Councilmember Stroozas recognized Mayor Castner and the City Manager for their work and tireless hours they put in on the Enstar hearing. He also thanked Council for their work leading up to the hearings.

Councilmember Lord appreciated the conversation at the table tonight regarding the Mayoral voting ordinance that failed. She appreciates the strong feelings we all hold on it from different positions and she appreciates the clarity that the Mayor provided, whatever the consistency is and it's what the community can have as the baseline, she's comfortable with. For clarity's sake, Councilmembers don't have the choice to abstain, unless they have an declared and approved conflict. She and her family are excited for school to start, she hopes negotiations go well and the teachers can avoid a strike. She said is unable to attend AML Summer Conference.

Councilmember Aderhold had no comment.

Councilmember Smith commented today is his daughters 20<sup>th</sup> birthday and his oldest daughter is having a baby soon. He's excited about being a grandparent and has appreciated being a parent. He gave a shout out to his city softball team for winning the co-ed tournament and the men's team moving on to the state tournament. He said he had extended an invitation to Randall Clifford, the only Purple Heart recipient in Homer to attend tonight, but he will the signed copy of Resolution 19-050 to him, he has a lot of gratitude for the people who have served our country. He said his house is in the middle of town and he observed the people coming to WKFL Park to sight the recall petition for the Governor. He likened it to the book *Animal Farm* by George Orwell, giving an overview of the story. His hope is that we can move past the idea that we have to oust everybody that we disagree with. To see the people there who were so diametrically to recall, be okay with it in this case, he could not tell them apart.

Councilmember Venuti said she wants everyone to vote for better bags in October, 19 Alaska communities no longer allow plastic bags and it's time for Homer to join them. KBC is having an open house on Saturday from noon to 4:00 p.m. There will be food trucks and music, and Director Reid and all the professors will be there. People can sign up for classes and they'll be giving away a golded ticket for a free credit. She's looking forward to attending the AML Summer Conference in Soldotna, and she thanked Tom and Rachel for their work on Ordinance 19-23(S). Mrs. Venuti shared that Headstart will be closing, 8 people will be losing their job and 30 children will be looking of other opportunities. She supports Headstart and the programs they offer and hopes it comes back in another form.

#### **ADJOURN**

There being no further business to come before the Council Mayor Castner adjourned the meeting at 8:51 p.m. The next Regular Meeting is Monday, August 26, 2019 at 6:00 p.m., Worksession 4:00 p.m. Committee of the Whole at 5:00 p.m. All meetings scheduled to be held in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

---

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 19-100

TO: HOMER CITY COUNCIL

FROM: MAYOR CASTNER

DATE: AUGUST 20, 2019

SUBJECT: APPOINTMENTS TO THE PLANNING COMMISSION, ECONOMIC  
DEVELOPMENT ADVISORY COMMISSION AND LIBRARY ADVISORY BOARD

---

Jason Davis is appointed to serve as Commissioner on the Planning Commission to fill the seat vacated by Dale Banks. The term expires July 1, 2022.

Clark Fair is appointed to serve as Board Member on the Library Advisory Board to complete the seat vacated by Mark Massion. The term expires April 1, 2020.

John Mink is appointed to serve as Commissioner on the Economic Development Advisory Commission vacated by Anders Gustafson. The term expires April 1, 2022.

**Recommendation:** Confirm the appointment of Jason Davis to the Planning Commission, Clark Fair to the Library Advisory Board and John Mink to the Economic Development Advisory Commission.







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

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

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

Name: Jason Davis Date: 08/07/19

Physical Address: 693 Rangeview Ave

Mailing Address: same

Phone #: 907-690-1786 Cell #: \_\_\_\_\_ Work #: \_\_\_\_\_

Email Address: jasondavis63@gmail.com

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

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

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

I have been a resident of the city for 2 years. I have been a resident of the area for 56 years.  
I am presently employed at Homer United Methodist Church (as office manager)

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

25 years' experience working in embassies and consulates overseas, including negotiating purchases

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

n/a

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

I want to help make sure Homer develops in the most efficient, aesthetic and bicycle/pedestrian-frier

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

Board Secretary at Pratt Museum

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

vacation rental near Jakalof Bay (repairs, renovations); also oversaw construction of a new U.S. Em

Please answer if your are applying for the Port & Harbor Advisory Commission:  
Do you use the Homer Port and/or Harbor on a regular basis?

Yes ☐ No ☐ What is your primary use? Commercial ☐ Recreational ☐

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



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

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

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

Name: John Mink Date: 07/25/19

Physical Address: 5058 Kachemak Drive

Mailing Address: PO Box 248

Phone #: 435-7727 Cell #: same Work #: same

Email Address: johnminkpdx@gmail.com

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

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



**ADVISORY PLANNING COMMISSION**

1ST & 3RD WEDNESDAY OF THE MONTH AT 6:30 PM  
WORKSESSION PRIOR TO EACH MEETING AT 5:30 PM



**PARKS ART RECREATION & CULTURE ADVISORY  
COMMISSION**

3RD THURSDAY OF THE MONTH AT 5:30 PM  
NO MEETINGS IN JANUARY, JULY & DECEMBER



**PORT & HARBOR ADVISORY COMMISSION**

4th WEDNESDAY OF THE MONTH  
OCT-APRIL AT 5:00 PM  
MAY - SEPT AT 6:00 PM



**ECONOMIC DEVELOPMENT ADVISORY  
COMMISSION**

2ND TUESDAY OF THE MONTH AT 6:00 PM



**CITY COUNCIL**

2ND & 4TH MONDAY OF THE MONTH  
SPECIAL MEETINGS & WORKSESSIONS AT 4:00 PM  
COMMITTEE OF THE WHOLE AT 5:00 PM  
REGULAR MEETING AT 6:00 PM



**LIBRARY ADVISORY BOARD**

1ST TUESDAY OF THE MONTH AT 5:30 PM  
NO MEETINGS IN JANUARY, JUNE AND JULY



**OTHER - PLEASE INDICATE**

\_\_\_\_\_

I have been a resident of the city for 4 years. I have been a resident of the area for 4 years.

I am presently employed at Knik Energy, Inc & Midnight Sun Solar LLC

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

BS Geotechnical Engineering UAF, Oil & Gas Investment consultant, Solar consultant, past

licensed insurance agent in AK & OR, past financial software consultant, past geological and

semiconductor engineer, owner and/or partner of multiple small businesses

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

NO

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

I believe if you want to see positive actions in your home and community, make yourself a part of it.

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

Treasurer- Homer Hockey Assoc., Chaplain and House Committee - Elks Homer, Big Brother in

BBBS Homer

Please answer the following only if you are applying for the Advisory Planning Commission:

Have you ever developed real property other than a personal residence, if so briefly explain:

I've been the intermediate for numerous oil and gas lease exchanges including title, escrow,

negotiations, doc creation in TX and OK

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

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

Yes

☐

No

☐

What is your primary use? Commercial

☐

Recreational

☐

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

Let's grow Homer's economy from the Inside-Out!

Not  
reappointed  
3/26/19



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

### Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603  
Phone: (907) 235-3130  
Fax: (907) 235-3143  
clerk@cityofhomer-ak.gov

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 reappointed by the Mayor and your reappointment is confirmed by the City Council.

### APPLICANT INFORMATION

Full Name: CLARK BRYAN FAIR  
Physical Address Where you Claim Residency: 4242 GAVIN COURT  
HOMER, ALASKA 99603  
Mailing Address: P.O. BOX 2773 City: HOMER State: ALASKA Zip: 99603  
Phone: (907) 398-9364 Email: c.fair@live.com  
Cell#: \_\_\_\_\_ Work #: \_\_\_\_\_

### ADVISORY BODY YOU ARE REQUESTING REAPPOINTMENT TO:

- ☐ ADVISORY PLANNING COMMISSION  
☐ PARKS, ART, RECREATION & CULTURE ADVISORY COMMISSION  
☐ PORT & HARBOR ADVISORY COMMISSION  
☐ ECONOMIC DEVELOPMENT ADVISORY COMMISSION  
☒ LIBRARY ADVISORY BOARD  
☐ OTHER – PLEASE INDICATE \_\_\_\_\_

### CITY OF HOMER PUBLIC OFFICIAL CONFLICT OF INTEREST DISCLOSURE STATEMENT

Do you have a current Public Official Conflict of Interest Disclosure Statement on file with the City Clerk as required by HCC 1.18.043? ☒ Yes ☐ No

### PLEASE PROVIDE THE FOLLOWING

Do you fill a seat for a City Resident ☒ or Non Resident ☐  
Has your residency changed since your last appointment? ☐ Yes ☒ No



PLEASE PROVIDE THE FOLLOWING

How long have you served on the advisory body?

Since Oct. 30, 2017. So that's 17 months.

Please briefly explain why you wish to be reappointed to the Advisory Body to which you currently serve. This may include information on accomplishments or projects completed, future goals for the body, or any additional information that may assist the Mayor in the decision making process. (You may attach an additional page if needed)

I want to stay involved with the city. I'm already on the Parks, Art, Recreation & Culture Advisory Commission, and I like the spectrum of Homer life that I can remain a part of via my presence on these two bodies. For me, personally, outdoor recreation, art, education and reading/writing are at the core of my being.

Please list any current memberships or organizations that you belong to related to the advisory body you serve on:

① PARCAC (see above).

② I am an adjunct for Kenai Peninsula College.



# 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 19-101

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: RENEE KRAUSE, MMC, CITY CLERK

DATE: AUGUST 20, 2019

SUBJECT: MARIJUANA LICENSES: NEW MARIJUANA RETAIL AND MARIJUANA  
MANUFACTURING FACILITY RENEWAL FOR COSMIC SEAWEED, LLC

We have been notified by the Alcohol Marijuana Control Office of applications for the following marijuana licenses in the City of Homer:

Type: Retail Marijuana Store  
Lic #: 21417  
DBA Name: Cosmic SeaWeed, LLC  
Service Location: 261 East Bunnell Avenue, Homer, AK 99603  
Licensee: Cosmic SeaWeed, LLC  
Designated Licensee: Christina Logan  
Mailing Address: 272 Charles Way, Homer, AK 99603

Type: Marijuana Manufacturing Facility  
Lic#: 19728  
DBA Name: Cosmic SeaWeed, LLC  
Service Location: 262 Charles Way, Homer, AK 99603  
Licensee: Cosmic SeaWeed, LLC  
Designated Licensee: Christina Logan  
Mailing Address: 272 Charles Way, Homer, AK 99603

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

Fiscal Note: Revenues.







## 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 19-

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

THROUGH: KATIE KOESTER, CITY MANAGER

FROM: RICK ABBOUD, AICP, CITY PLANNER

DATE: AUGUST 19, 2019

SUBJECT: COSMIC SEAWEEED RETAIL MARIJUANA STORE LICENSE APPLICATION

I have received and reviewed the application for the proposed Cosmic Seaweed marijuana retail store, License number 21417, to be located at 261 East Bunnell Avenue. The proposed establishment is found in the Central Business District outside of any areas of exclusion for such a facility, making the location ripe for consideration of a marijuana related business.

I have found that the operation of the proposed facility has the ability to meet applicable zoning standards. The proposal will require a zoning permit for development of the facility. The applicant will need to work with the Planning Office to develop a zoning compliant application for the proposal that meets codes including parking regulations.

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



# City of Homer

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

## Police Department

4060 Heath Street  
Homer, Alaska 99603

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

(p) 907-235-3150

(f) 907-235-3151

## Memorandum

TO: RENEE KRAUSE, MMC, DEPUTY CITY CLERK  
FROM: MARK ROBL, CHIEF OF POLICE  
DATE: AUGUST 7, 2019  
SUBJECT: NEW MARIJUANA RETAIL LICENSE FOR COSMIC SEAWEED, LLC

---

There is no objection to this retail marijuana store license for:

LICENSE TYPE: Retail Marijuana Store  
LICENSE # 21417  
DBA NAME Cosmic Seaweed, LLC  
SERVICE LOCATION: 261 East Bunnell Ave., Homer AK 99603  
LICENSEE: Cosmic Seaweed, LLC  
DESIGNATED LICENSEE: Christina Logan  
MAILING ADDRESS: 272 Charles Way, Homer AK 99603



## City of Homer

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

## Police Department

4060 Heath Street  
Homer, Alaska 99603

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

(p) 907-235-3150

(f) 907-235-3151

## Memorandum

TO: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

FROM: MARK ROBL, CHIEF OF POLICE

DATE: AUGUST 15, 2019

SUBJECT: MARIJUANA PRODUCT MANUFACTURING FACILITY LICENSE RENEWAL FOR  
COSMIC SEAWEED, LLC

---

There is no objection to this license renewal for:

LICENSE TYPE: Marijuana Product Manufacturing Facility

LICENSE # 19728

DBA NAME Cosmic Seaweed, LLC

SERVICE LOCATION: 262 Charles Way, Homer, AK 99603

LICENSEE: Cosmic Seaweed, LLC

DESIGNATED LICENSEE: Christina Logan

MAILING ADDRESS: 272 Charles Way, 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 19-

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

THROUGH: KATIE KOESTER, CITY MANAGER

FROM: RICK ABBOUD AICP, CITY PLANNER

DATE: AUGUST 19, 2019

SUBJECT: COSMIC SEAWEED MARIJUANA MANUFACTURING FACILITY LICENSE  
RENEWAL

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

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



THE STATE  
of **ALASKA**  
GOVERNOR MICHAEL J. DUNLEAVY

Department of Commerce, Community,  
and Economic Development

ALCOHOL & MARIJUANA CONTROL OFFICE

550 West 7<sup>th</sup> Avenue, Suite 1600

Anchorage, AK 99501

Main: 907.269.0350

August 12, 2019

City of Homer

Attn: Melissa Jacobsen, City Clerk

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

CC: [jblankenship@kpb.us](mailto:jblankenship@kpb.us)

[micheleturner@kpb.us](mailto:micheleturner@kpb.us)

[tshassetz@kpb.us](mailto:tshassetz@kpb.us)

License Number:	19728
License Type:	Marijuana Product Manufacturing Facility
Licensee:	Cosmic SeaWeed, LLC
Doing Business As:	COSMIC SEAWEEED, LLC
Physical Address:	262 Charles Way Homer, AK 99603
Designated Licensee:	Christina Logan
Phone Number:	907-982-0513
Email Address:	chrisloganrn@hotmail.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,

*Erika McConnell*

Erika McConnell  
Director

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	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:** 1/2/2020

**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 DRIVE, ANCHORAGE, AK 99517

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

### Officials

AK Entity #	Name	Titles	<input type="checkbox"/> Show Former 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>	

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**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**.

Mike Navarre  
Commissioner



THE STATE

of **ALASKA**

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

**COR**

FOR DIVISION USE ONLY

**Limited Liability Company**  
Initial Biennial Report

Web-11/19/2018 4:16:11 PM

Entity Name: Cosmic SeaWeed, LLC  
Entity Number: 10093588  
Home Country: UNITED STATES  
Home State/Province: ALASKA

**Registered Agent**

Name: Christina Logan  
Physical Address: 262 CHARLES WAY, HOMER, AK 99603  
Mailing Address: 2303 TULIK DRIVE, ANCHORAGE, AK 99517

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

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

**Please include all officials.** Check all titles that apply. Must use titles provided. Please list the names and addresses of the members of the domestic limited liability company (LLC). There must be at least one member listed. If the LLC is managed by a manager(s), there must also be at least one manager listed. Please provide the name and address of each manager of the company. You must also list the name and address of each person owning at least 5% interest in the company and the percentage of interest held by that person.

Name	Address	% Owned	Titles
Christina Logan	2303 Tulik Drive, Anchorage, AK 99517	33.34	Member
Christopher Corey	272 Charles Way, Homer, AK 99603	33.33	Member
Chris Long	879 Linda Court, Homer, AK 99603	33.33	Member

NAICS Code: 115114 - POSTHARVEST CROP ACTIVITIES (EXCEPT COTTON GINNING)

New NAICS Code (optional): 

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

Name: Christina Logan



THE STATE

of **ALASKA**

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

AK Entity #: 10093588  
Date Filed: 10/25/2018  
State of Alaska, DCCED

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-10/25/2018 10:10:54 AM

### 1 - Entity Name

**Legal Name:** Cosmic SeaWeed, LLC

### 2 - Purpose

Any lawful manufacturing and production of marijuana related products.

### 3 - NAICS Code

115114 - POSTHARVEST CROP ACTIVITIES (EXCEPT COTTON GINNING)

### 4 - Registered Agent

**Name:** Christina Logan

**Mailing Address:** 2303 Tulik Drive, Anchorage, AK 99517

**Physical Address:** 262 Charles Way, Homer, AK 99603

### 5 - Entity Addresses

**Mailing Address:** 272 Charles Way, Homer, AK 99603

**Physical Address:** 262 Charles Way, Homer, AK 99603

### 6 - Management

The limited liability company is managed by its members.





## 7 - Officials

Name	Address	% Owned	Titles
Christina Logan			Organizer
Chris Long			Organizer
Christopher Corey			Organizer

### Name of person completing this online application

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

**Name:** Christina Logan



Page 2 of 2



## Alaska Food Code 2019 Establishment Permit

Division of Environmental Health  
Food Safety & Sanitation Program

Permit Number: 9043  
Issued to: **C3 COMMERCIAL BUILDING - COSMIC SEAWEED, LLC**  
For: **C3 Commercial Building-Cosmic Seaweed, LLC**  
For Operation of: **FP-6 Other Food Processing**  
Located at: **272 Charles WAY Homer, AK 99603**

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

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

Expiration Date:  
**December 31, 2019**

Program Manager:

A handwritten signature in black ink, appearing to read "Kimberly E. Brown", is written over a faint, larger signature.

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

# 1-87-SAFE-FOOD

**(in Anchorage call 334-2560)**



Alaska Business License # **1088609**

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

Division of Corporations, Business and Professional Licensing  
P.O. Box 110806, Juneau, Alaska 99811-0806

This is to certify that

**COSMIC SEAWEED, LLC**

272 CHARLES WAY HOMER AK 99603

owned by

COSMIC SEAWEED, LLC

is licensed by the department to conduct business for the period

October 25, 2018 through December 31, 2020  
for the following line of business:

11 - Agriculture, Forestry, Fishing and Hunting



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

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

Mike Navarre

Pursuant with the Alaska Revised Limited Liability Company Act  
Title 10 Chapter 10.50

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

Cosmic SeaWeed, LLC

*Name Of LLC*

**AN ALASKA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT ("Agreement") is entered into this 25 day of  
October, 2018, by and between the following person(s):

Christina A Logan

*First*

*Middle*

*Last*

Christopher B Corey

*First*

*Middle*

*Last*

Chris C Long

*First*

*Middle*

*Last*

*First*

*Middle*

*Last*

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

**FORMATION OF LIMITED LIABILITY COMPANY**

- I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Cosmic SeaWeed, LLC

*Name Of LLC*

(Hereinafter referred to as the "LLC") in the State of Alaska.  
*State*

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

*State*

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.



II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing

*Primary Business of LLC*

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

*State*

or any other jurisdiction where the LLC may be conducting business activities.

III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Christina A Logan

*First*

*Middle*

*Last*

filed Articles of Organization, ("Articles") in the records of the

Alaska

*State*

Secretary of State on 10/25/2018

*Date*

and thus, creating the LLC.

IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

262 Charles Way Homer

*Street Address*

State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

V. **REGISTERED OFFICE.** The official registered office of the LLC shall be

262 Charles Way

Homer

*Street Address*

State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

If at anytime the registered office should change, all members and necessary government authorities shall be notified.

VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Christina A Logan

*First*

*Middle*

*Last*

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.



- II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing

*Primary Business of LLC*

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

*State*

or any other jurisdiction where the LLC may be conducting business activities.

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Alaska

*State*

Secretary of State on 10/25/2018

*Date*

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*Street Address*

City of 262 Charles Way Homer State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

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*Street Address*

City of Homer State of Alaska

*City*

*State*

Zip Code 99603 . If at anytime the registered

*Zip Code*

office should change, all members and necessary government authorities shall be notified.

- VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Christina A Logan

*First*

*Middle*

*Last*

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

There shall be \_\_\_\_\_ initial Managers.  
# of Managers

The initial Manager(s) is/are:

_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>

A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

- (a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.



There shall be \_\_\_\_\_ initial Managers.  
# of Managers

The initial Manager(s) is/are:

_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>

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- (b) TERM OF OFFICE/ELECTION. The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) REMOVAL. The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) PRESIDENT. The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) THE TREASURER. The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) SECRETARY. The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) VACANCIES. A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. MEMBER ONLY POWERS. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)



incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$ 20,000\_\_\_\_\_.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.

- XXII. **MAJORITY DEFINED.** The term "Majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.
- XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.
- XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXV. **WRITTEN CONSENT/MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.
- XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.
- XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.
- XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**
- (a) As used herein, the term "Protected Party" refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:





- (i) The provisions of this Agreement;
  - (ii) The records of the LLC; and/or
  - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

**XXIX. INSURANCE AND IDEMNIFICATION.**

- (a) Right to Indemnification.
  - (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
  - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. **TERMINATION OF MEMBERSHIP.** A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)



after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in \_\_\_\_\_ (\_\_\_\_\_) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing

under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. **DISSOCIATION.** If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. **EFFECT OF DISSOCIATION.** When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member






rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.

- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.

- L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

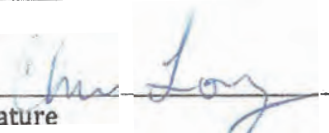
**SIGNATURE OF MEMBERS**

**MEMBER**

  
Signature

Print Name of Member: Christina A Logan  
Address: 2303 Tulik Drive  
City, State, Zip: Anchorage, Alaska, 99517  
Phone: 907-982-0513

**MEMBER**

  
Signature

Print Name of Member: Chris C Long  
Address: 879 Linda Court  
City, State, Zip: Homer, Alaska, 99603  
Phone: \_\_\_\_\_

**MEMBER**

  
Signature

Print Name of Member: Christopher B. Corey  
Address: 272 Charles Way  
City, State, Zip: Homer, Alaska, 99603  
Phone: \_\_\_\_\_





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

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.

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

### Section 2 – Individual Information

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

Name:	Christina Logan
Title:	Owner/Managing Partner

### Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has **not** been issued for this license.

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

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

Initials

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

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

*[Handwritten initials]*

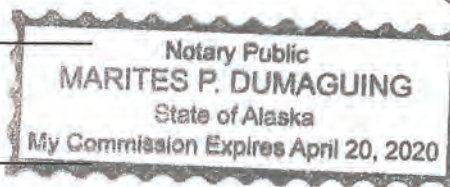
I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

*[Handwritten initials]*

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.

*[Handwritten signature]*  
Signature of licensee

Christina A. Logan  
Printed name of licensee



*[Handwritten signature]*  
Notary Public in and for the State of Alaska  
My commission expires: 4-20-2020

Subscribed and sworn to before me this 17th day of June, 2019.





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

## 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.

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

## Section 2 – Individual Information

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

Name:	Chris C. Long
Title:	Owner/Managing Partner

## Section 3 – Violations & Charges

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

Initials

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

cl

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.

cl

I certify that a notice of violation has **not** been issued for this license.

cl

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

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

Initials

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

CL

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

CL

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

CL

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

CL

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

CL

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

CL

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.

CL

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 C. Long  
Signature of licensee

Chris C. Long  
Printed name of licensee

Robert L. Anderson  
Notary Public in and for the State of Alaska

My commission expires: JUNE 26, 2021

Subscribed and sworn to before me this 13<sup>th</sup> day of JUNE, 2019.







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

## 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).

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

## Section 2 – Individual Information

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

Name:	Christopher B. Corey
Title:	Owner/Managing Partner

## Section 3 – Violations & Charges

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

Initials

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

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

I certify that a notice of violation has **not** been issued for this license.

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

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

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 of licensee

Notary Public in and for the State of Alaska

Christopher Corey

Printed name of licensee

My commission expires: March 28th 2022



Subscribed and sworn to before me this 13th day of June, 2019.

# Alcohol & Marijuana Control Office

Initiating License Application

6/9/2019 1:44:41 PM

**License Number:** 19728**License Status:** Active-Operating**License Type:** Marijuana Product Manufacturing Facility**Doing Business As:** COSMIC SEAWEED, LLC**Business License Number:** 1088609**Designated Licensee:** Christina Logan**Email Address:** cosmicseaweed@gmail.com**Local Government:** Homer**Community Council:****Latitude, Longitude:** 59.638874, -151.539705**Physical Address:** 262 Charles Way  
Homer, AK 99603  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10093588**Alaska Entity Name:** Cosmic SeaWeed, LLC**Phone Number:** 907-982-0513**Email Address:** cosmicseaweed@gmail.com**Mailing Address:** 272 Charles Way  
c/o CB Corey  
Homer, AK 99603  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Christina Logan**Phone Number:** 907-982-0513**Email Address:** chrisloganrn@hotmail.com**Mailing Address:** 2303 Tulik Drive  
Anchorage, AK 99517  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Christopher Corey**Phone Number:** 907-299-3745**Email Address:** cbhomerak@gmail.com**Mailing Address:** 272 Charles Way  
Homer, AK 99603  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Chris Long**Phone Number:** 419-708-0174**Email Address:** pyrofish13@gmail.com**Mailing Address:** 879 Linda Court  
Homer, AK 99603  
UNITED STATES**Note:** No affiliates entered for this license.



## Commercial Lease Agreement

This Commercial Lease Agreement is made effective November 1, 2018, between Cosmic SeaWeed, LLC (Tenant) and Christina A Logan IRA (Landlord).

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

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

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


1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Initial Term beginning 11/1/2018 and ending 12/31/2020. On November 20, 2018, 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 \$2000.00 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 manufacturing, production, storage, shipment and activities. Landlord is aware that closed loop hydrocarbon extraction equipment will be on site, and Tenants agree to take all reasonable and measured steps to mitigate dangerous or hazardous conditions.
6. Sublease and Assignment: Tenant shall not sublease all or part of the Leased Premises or assign this Lease in whole or in part without the Landlords effective written consent.
7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an

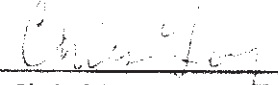



emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.


11. Default: Landlord shall not take into it's 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 November 1, 2018

  
\_\_\_\_\_  
Landlord  
Christina A Logan IRA  
Christina Logan (manager)

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

  
\_\_\_\_\_  
Tenant Christopher B Corey  
Chief Operating Officer, Cosmic SeaWeed, LLC

  
\_\_\_\_\_  
Tenant Christina A Logan  
Chief Executive Officer, Cosmic SeaWeed, LLC





August 7, 2019

**City of Homer**

Attn: City Clerk

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

**Kenai Peninsula Borough**

Attn: Borough Clerk

Via Email: [jblankenship@kpb.us](mailto:jblankenship@kpb.us) ; [micheleturner@kpb.us](mailto:micheleturner@kpb.us) ; [tshassetz@kpb.us](mailto:tshassetz@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 SEAWEED, LLC
<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

☒ **New Application**      ☐ **New Onsite Consumption Endorsement Application (Retail Only)**

AMCO has received a complete application for a marijuana establishment within your jurisdiction. This notice is required under 3 AAC 306.025(d)(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. 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, 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.

3 AAC 306.010, 3 AAC 306.080, and 3 AAC 306.250 provide that the board will deny an application for a new license if the board finds that the license is prohibited under AS 17.38 as a result of an ordinance or election conducted under AS 17.38 and 3 AAC 306.200, or when a local government protests an application on the grounds that the proposed licensed premises are located in a place within the local government where a local zoning ordinance prohibits the marijuana establishment, unless the local government has approved a variance from the local ordinance.

This application will be in front of the Marijuana Control Board at our September 11-13, 2019 meeting.

Sincerely,

*Erika McConnell*

Erika McConnell, Director

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



# Application for Food Establishment Permit

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



Permit ID:

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

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

Owner/Business Information	Name of Entity or Owner Responsible for Food Service Cosmic SeaWeed. LLC		AK Business License # 1088609	
	Business/Corporate Mailing Address 272 Charles Way	City Homer	State AK	Zip 99603
	Business/Corporate Phone 907-982-0513	Email cosmicseaweed@gmail.com		
	Owner(s) or Corporate Officer(s) & Title(s) or Responsible Party Christina Logan, Managing partner, Owner		Fax	
	Type of Entity <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Other:			

Establishment Information	Establishment Name Cosmic SeaWeed LLC Retail Store	Physical Location 261 East Bunnell Ave	Nearest Community Homer	
	Establishment Mailing Address 272 Charles Way	City Homer	State AK	Zip 99603
	Establishment Phone 907-982-0513	Fax	Contact Person Chris Logan	
	Establishment Physical Address 261 East Bunnell Ave	City Homer	State AK	Zip 99603

SEATING: (Food Service Only) ☒ N/A ☐ 25 or less ☐ 26-100 ☐ > 101

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

Marijuana Retail Store-counter service only, no seating

## SECTION 2 – NEW OR EXTENSIVELY REMODELED FACILITIES

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

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

FOOD SERVICE ESTABLISHMENTS	
a. A copy of your menu will be required. Have you attached a copy of the proposed menu?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b. Attach appropriate label, placard, or menu notation for the <u>consumer advisories</u> if you serve:	
<input type="checkbox"/> Wild Mushrooms <input type="checkbox"/> Unpasteurized juices <input type="checkbox"/> Farmed halibut, salmon, or sablefish <input type="checkbox"/> Raw/undercooked animal foods such as beef, shell eggs, lamb, pork, poultry, seafood, and shellfish.	
c. Methods of food preparation (check the one that most closely describes the establishment:	
<input type="checkbox"/> Assembly of Ready to Eat Foods <input type="checkbox"/> Cook and Serve <input type="checkbox"/> Hot or cold Service for 2 hours or more is done <input type="checkbox"/> Complex (Preparation 1 day or more in advance, cooling and reheating is done).	
d. Style of Service:	<input checked="" type="checkbox"/> Counter Service <input type="checkbox"/> Self Service (i.e. buffet line, salad bar) <input type="checkbox"/> Table Service <input type="checkbox"/> Other:
e. Do you plan to operate as a <u>caterer</u> ? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If <b>yes</b> , list all the equipment used to protect food from contamination and maintain product temperature during:	
Transportation:	Hot or Cold Holding:

RECEIVED

JUN 13 2019

ADEC  
Kenai Area Office



f.	Will your food establishment be a <u>kiosk</u> or <u>mobile unit</u> ?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Are employee toilets available within 200 feet? <i>If you have an agreement with another business to use their restrooms, please attach written verification.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Portable water tanks, plumbing, and hoses are NSF or FDA approved components?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If you have a kiosk, is it located outside of a building?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Will you have a service provide water or remove wastewater? <i>If yes, provide a letter of agreement from water hauler or wastewater hauler outlining services provided and frequency.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
g.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<u>FOOD PROCESSORS</u>			
a.	A copy of a label for each type of product you will produce is required. Have you attached food labels of each product to be produced?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b.	Describe who you will be distributing your product to (i.e. grocery stores, etc):		
c.	Will you be doing any of the following processes? Check all that apply. <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 60%;"> <input type="checkbox"/> Reduced Oxygen Packaging      <input type="checkbox"/> Smoking      <input type="checkbox"/> Other:                     <div style="border: 1px solid black; height: 40px; width: 150px; margin-top: 5px;"></div> </div> <div style="width: 35%;"> <input type="checkbox"/> Low Acid Canned Foods      <input type="checkbox"/> Curing  <input type="checkbox"/> Shelf Stable Acidified Foods      <input type="checkbox"/> Dehydrating                     </div> </div> <p><i>Be sure to check with your local Environmental Health Officer for any applicable forms and FDA requirements.</i></p>		
d.	Do you have a <u>HACCP Plan</u> ?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
<i>Required for high hazard food processors such as smoking, curing, acidifying, dehydrating, thermally processing low acid foods, reduced oxygen packaging, etc.</i>			
e.	You are required to have a product coding system and a <u>recall plan</u> . Have you attached a copy of the coding system and recall procedures?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<u>MOBILE RETAIL VENDOR SELLING SEAFOOD</u>			
a.	A list of products that you will be selling is required. Have you attached a copy of the list of products?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
b.	Provide names of suppliers where you will be purchasing your product:		
c.	Will <b>all</b> of your product be prepackaged?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
d.	Will another permitted food establishment ( <u>commissary</u> ) provide support to your facility? If yes, attach a copy of the <u>Commissary Agreement</u> .		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<u>MACHINES VENDING POTENTIALLY HAZARDOUS FOODS</u>			
a.	Have you attached the label that will be affixed to the front of each machine with name, physical address, and phone number of the permitted food establishment servicing the machine?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>SECTION 4 – Food Managers Certification/Alaska Safe Food Worker Card</b>			
a.	Have you attached a copy of a <u>Food Manager's Certification</u> ?		
	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A		
<i>The operator of a food establishment that serves and prepares unwrapped or unpackaged food, except for a bar, tavern, or limited food service, must have at least one Certified Food Protection Manager who is involved in the daily operations of the establishment.</i>			
b.	Does everyone who works or will work at the food establishment have a <u>Food Worker Card</u> ?		
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
<i>An operator of a food establishment shall keep on file a copy of the Food Worker Card issued by the department for each employed food worker and make the copy available to the Department upon request.</i>			
<b><i>I declare, under penalty of unsworn falsification, that this application (including any accompanying statements) has been examined by me and to the best of my knowledge and belief is true, correct, and complete. I agree to pay all fees before operating.</i></b>			
Applicant's Signature		Date May 31, 2019	
Applicant's Printed Name Christina Logan		Title Owner/Manager	

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	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:** 1/2/2020

**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 DRIVE, 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>	

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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



THE STATE

of

**ALASKA**

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

FOR DIVISION USE ONLY

## Articles of Organization

Domestic Limited Liability Company

Web-10/25/2018 10:10:54 AM

### 1 - Entity Name

**Legal Name:** Cosmic SeaWeed, LLC

### 2 - Purpose

Any lawful manufacturing and production of marijuana related products.

### 3 - NAICS Code

115114 - POSTHARVEST CROP ACTIVITIES (EXCEPT COTTON GINNING)

### 4 - Registered Agent

**Name:** Christina Logan

**Mailing Address:** 2303 Tulik Drive, Anchorage, AK 99517

**Physical Address:** 262 Charles Way, Homer, AK 99603

### 5 - Entity Addresses

**Mailing Address:** 272 Charles Way, Homer, AK 99603

**Physical Address:** 262 Charles Way, Homer, AK 99603

### 6 - Management

The limited liability company is managed by its members.

## 7 - Officials

Name	Address	% Owned	Titles
Christina Logan			Organizer
Chris Long			Organizer
Christopher Corey			Organizer

### Name of person completing this online application

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

**Name:** Christina Logan

Pursuant with the Alaska Revised Limited Liability Company Act  
Title 10 Chapter 10.50

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR**

Cosmic SeaWeed, LLC

*Name Of LLC*

**AN ALASKA LIMITED LIABILITY COMPANY**

THIS OPERATING AGREEMENT ("Agreement") is entered into this 25 day of  
October, 2018, by and between the following person(s):

Christina A Logan

*First*

*Middle*

*Last*

Christopher B Corey

*First*

*Middle*

*Last*

Chris C Long

*First*

*Middle*

*Last*

*First*

*Middle*

*Last*

(Hereinafter Referred to as the "Parties" or "Members")

All Members in the above-described Limited Liability Company agree as follows;

**FORMATION OF LIMITED LIABILITY COMPANY**

- I. **FORMATION OF LLC.** The Parties have formed a Limited Liability Company named Cosmic SeaWeed, LLC

*Name Of LLC*

(Hereinafter referred to as the "LLC") in the State of Alaska  
*State*

The LLC shall be operated by the terms of this Agreement and the applicable laws of the State of Alaska

*State*

relating to the formation, taxation and operation of a LLC. The Members agree that the LLC shall be taxed as a partnership. The partnership shall be inoperative if there are any provisions of this agreement that may cause the LLC not to be taxed as a partnership.



II. **BUSINESS.** The primary business of the LLC shall be:

All lawful Marijuana Product Manufacturing

*Primary Business of LLC*

The LLC shall be legally allowed to conduct or promote any lawful business or purpose within the State of Alaska

*State*

or any other jurisdiction where the LLC may be conducting business activities.

III. **ARTICLES OF ORGANIZATION.** The LLC acting through one of its

Members named Christina A Logan

*First*

*Middle*

*Last*

filed Articles of Organization, ("Articles") in the records of the

Alaska

*State*

Secretary of State on 10/25/2018

*Date*

and thus, creating the LLC.

IV. **PLACE OF BUSINESS.** The official place of business of the LLC shall be

262 Charles Way Homer

*Street Address*

State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

V. **REGISTERED OFFICE.** The official registered office of the LLC shall be 262 Charles Way

Homer

*Street Address*

State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

If at anytime the registered office should change, all members and necessary government authorities shall be notified.

VI. **REGISTERED AGENT.** The official registered agent of the LLC shall be

Christina A Logan

*First*

*Middle*

*Last*

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.





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All lawful Marijuana Product Manufacturing

*Primary Business of LLC*

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*State*

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Secretary of State on 10/25/2018

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*Street Address*

City of 262 Charles Way Homer State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

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*Street Address*

City of Homer State of Alaska

*City*

*State*

Zip Code 99603

*Zip Code*

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Christina A Logan

*First*

*Middle*

*Last*

If at anytime the registered agent should change, all members and necessary government authorities shall be notified.

There shall be \_\_\_\_\_ initial Managers.  
# of Managers

The initial Manager(s) is/are:

_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>

A Manager shall hold their position until the Members elect a successor.

The Members shall elect and may remove the Manager(s) by majority vote.

The authority shall be held by the Members to take all necessary and proper actions in order to conduct the business of the LLC.

Any Manager can take any appropriate action on behalf of the LLC, including, but not limited to signing checks, executing leases, and signing loan documents except for decisions concerning distributions.

With or without the notice of a meeting, the action of the Manager shall be based on a majority vote of the Managers when determining the timing and total amount of distribution to the Members.

The compensation to the Manager(s) shall be in the discretion of the majority of the Members of the LLC.

XII. **OFFICERS AND RELATING PROVISIONS.** If the Members decide to manage the LLC, rather than appointing a Manager, the Members shall appoint officers for the LLC and the following provisions shall apply:

- (a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.





There shall be \_\_\_\_\_ initial Managers.  
# of Managers

The initial Manager(s) is/are:

_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>
_____	_____	_____
<i>First</i>	<i>Middle</i>	<i>Last</i>

A Manager shall hold their position until the Members elect a successor.

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(a) **OFFICERS.** The officers of the LLC shall consist of a president, a treasurer and a secretary, or others that may be elected and appointed by the Members. A Member may hold more than one or all offices. The officers shall supervise the operation of the LLC under the direction and management of the Members, as further described below.

- (b) TERM OF OFFICE/ELECTION. The Members shall elect the officers of the LLC annually by a majority vote. Vacancies may be filled or new offices created and filled at any meeting of the Members. All officers shall hold their office positions unless until their death, removal of office, or resignation. Election or appointment of an officer or agent shall not of itself create a contract right.
- (c) REMOVAL. The Members may decide to remove any officer or agent by a majority vote whenever they decide that the best interest of the company would be served thereby. If a officer or agent is removed, it shall be without prejudice to the contract rights.
- (d) PRESIDENT. The President shall be the chief executive officer of the LLC and shall be present at all meetings of the Members. The president shall have all powers to perform such duties that are outlined in this Agreement.
- (e) THE TREASURER. The Treasurer shall be the chief financial officer of the LLC. The Treasurer is responsible for all funds and securities of the LLC. The Treasurer shall preside at the meeting of the Members when the President is absent. The treasurer must receive and give receipts for moneys due and payable to the LLC from any money source whatsoever, and deposit all such moneys in the name of the LLC in any such money institution, which shall be selected by the Members of the LLC. The Treasurer shall perform all other duties that may be assigned to the office of treasurer by the President or by the Members of the LLC.
- (f) SECRETARY. The Secretary shall keep a time log of the Members meetings in a file provided for that purpose and also see that all notices are duly given in accordance with the provisions of this Agreement or as required by law. The Secretary shall have custody of the LLC records, addresses of Members, Member's resolutions, and other documents to the LLC as true and correct. The Secretary shall preside at the meetings of the Members in the absence of the President and Treasurer and also perform all other duties that may be assigned to the office of secretary by the President or by the Members of the LLC.
- (g) VACANCIES. A vacancy is any office because of death, resignation, removal, and disqualification or otherwise may be filled by the Members for the unexpired portion of the term.

XIII. MEMBER ONLY POWERS. Notwithstanding any other provision of this Agreement, only a majority of the Members may: (a) sell or encumber (but not lease) any real estate owned by the LLC, or (b)



incur debt, expend funds, or otherwise obligate the LLC if the debt, expenditure, or other obligation exceeds \$ 20,000.

- XIV. **INTEREST OF MEMBERS.** Each Member shall own a percentage interest on the LLC. The Member's percentage interest shall be based on the amount of consideration that the member has contributed to the LLC and that percentage interest shall control the Member's share of the profit, losses, and distributions of the LLC.
- XV. **CONTRIBUTIONS.** The initial contributions and initial percentage interest of the Members are as set out in this Agreement.
- XVI. **ADDITIONAL CONTRIBUTIONS.** In the case when the Members are called upon by the majority of the Members of the LLC to make additional cash contributions, the additional cash contribution shall be based on the Member's then existing percentage interest. If a Member is unable to meet a cash call, the other Members can contribute the unmet call on a pro rata basis based on the Members' percentage interest at that time, and the percentage interest of each Member will be adjusted accordingly.
- XVII. **PERCENTAGE INTEREST/RECORD OF CONTRIBUTIONS.** This Agreement, any amendment(s) to this Agreement, and all Resolutions of the Members of the LLC shall constitute the record of the Members of the LLC and of their respective interest therein.
- XVIII. **DISTRIBUTIONS.** Distribution of cash and other assets of the LLC (other than in dissolution of the LLC) shall be made in the total amounts and at the times determined by a majority of the Members. Any such distributions shall be allocated among the Members on the basis of the Members' percentage interest in the LLC.
- XIX. **PROFITS AND LOSSES.** On the basis of the Members' percentage interest in the LLC, the profits and losses and all other tax attributes of the LLC shall be allocated among the Members.
- XX. **CHANGE IN INTEREST.** IF during any year there is a change in a Member's percentage interest, the Member's share of the profits and losses and distributions in that year shall be determined under a method which takes into account the varying interest during that year.
- XXI. **VOTING BY MEMBERS.** In relation with each Member's percentage interest, Members shall be entitled to vote on all matters that provide for a vote of the Members.



- XXII. **MAJORITY DEFINED.** The term "Majority" of the Members shall mean a majority of the ownership interest of the LLC as determined by the records of the LLC on the date of the action when used throughout this agreement.
- XXIII. **MAJORITY REQUIRED.** The majority of the Members, based upon their percentage ownership, except as otherwise provided and delegated to the Officers or Managers, shall decide all decisions made.
- XXIV. **MEETINGS.** Meetings of the Members may be called by any member owning 10% or more of the LLC, or, if Managers were selected, by the Manager of the LLC, or if Officers were elected, by any officer.
- XXV. **WRITTEN CONSENT /MEETINGS.** Members or Officers do not have to hold a meeting in order to accomplish an action but evidence of the action shall be recorded and signed by the majority of the Members. Action without a meeting may be evidence by a written consent signed by a majority of the Members, or the President and Secretary.
- XXVI. **MEMBERS HAVE NO EXCLUSIVE DUTY TO LLC.** Members may have other business interest and may participate in other investments in addition to those relating to the LLC. The Members shall not be required to participate in the LLC as their sole and exclusive business. No Member shall be held liability to the LLC or any other Member by participating in outside businesses, investments, or activities.
- XXVII. **DUTIES OF MEMBERS: LIMITATION OF LIABILITY/GOOD FAITH.** All owners of the LLC shall perform their duties in good faith and perform with such care to be in the best interest of the LLC. All Members shall be held responsible if a Member or Officer finds them guilty of fraud, gross negligence, deceit, willful misconduct, or a wrongful taking. No Member or Officer, by reason of being or having been a Member or Officer, shall be liable to the LLC or to any other member or Officer for any loss or damage sustained by the LLC.
- XXVIII. **PROTECTION OF MEMBERS AND OFFICERS.**
- (a) As used herein, the term "Protected Party" refers to the Members and officers of the Company.
- (b) To the extent that, at law or in equity, a Protected Party has duties (including fiduciary duties) and liabilities relating thereto to the LLC or to any other Protected Party, a Protected Party acting under this Agreement shall not be liable to the LLC or to any other Protected Party for good faith reliance on:





- (i) The provisions of this Agreement;
  - (ii) The records of the LLC; and/or
  - (iii) Such information, opinions, reports or statements presented to the LLC by any person as to matters the Protected Party reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the LLC.
- (c) The provisions of this agreement, to the extent that they restrict the duties and liabilities of a Protected Party to the LLC or to any other Protected Party otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Protected Party.

**XXIX. INSURANCE AND IDEMNIFICATION.**

- (a) Right to Indemnification.
  - (i) Any person who is or was a member or officer of the LLC and who is or may be a party to any civil action because of his/her participation in or with the LLC, and who acted in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the LLC may be indemnified and held harmless by the LLC.
  - (ii) Any person who is or was a member or officer of the LLC and who is or may be a party to any criminal action because of his/her participation in or with the LLC, and who acted in good faith and had reasonable cause to believe that the act or omission was lawful, may be indemnified and held harmless by the LLC.
- (b) Non-Exclusivity of Rights. Members and Officers of the LLC shall adopt and enter into indemnification agreements for Members and officers. The right to indemnification and payment of fees and expenses conferred in this section shall not be exclusive of any right which any person may have or hereafter acquire under any statute, provision of this agreement, contract, agreement, vote of members or otherwise.
- (c) Advancement of Expenses. All expenses including legal fees incurred by an indemnified person in defending any proceeding shall be paid in advance of the proceedings

conclusion. Should the indemnified Member or Officer ultimately be determined to not be entitled to indemnification, that member or officer agrees to immediately repay to LLC all funds expended by the LLC on behalf of the member or Officer.

- (d) Effect of Amendment. No amendment, repeal or modification of this Article shall adversely affect any rights hereunder with respect to any action or omission occurring prior to the date when such amendment, repeal or modification became effective.
- (e) Insurance. With a majority vote, the Members may decide to purchase and maintain insurance for the LLC, for its Members and officers, and/or on the behalf of any third party or parties whom the members might determined should be entitled to such insurance coverage.

XXX. **TERMINATION OF MEMBERSHIP.** A Member's interest in the LLC shall cease upon the incidence of one or more of the following events:

- (a) A Member dies
- (b) A Member decides to give notice of withdrawal to the LLC thirty days (30) in advance of the withdrawal date. There is no breach of Agreement when a Member decides to withdraw in this fashion.
- (c) A Member assigns all of his/her interest to a qualified third party.
- (d) There is an entry of an order by a court of competent jurisdiction adjudicating the Member incompetent to manage his/her person or his/her estate.
- (e) In the case of an estate that is a Member, the distribution by the fiduciary of the estate's entire interest in the LLC.
- (f) If within one hundred twenty (120) days after the commencement of any action against a Member seeking reorganization, readjustment, composition, readjustment, liquidation, arrangement, dissolution, or similar relief under any statute, law, or regulation, the action has not been dismissed and/or has not been consented to by a majority of the members.
- (g) If within ninety days (90) after the appointment, without a Member's consent or acquiescence, of a trustee, receiver, or liquidator of the Member or of all or any substantial part of the Member's properties, said appointment is not vacated or within ninety days (90)





after the expiration of any stay, the appointment is not vacated and/or has not been consented to by a majority of the members.

(h) A Member, without the consent of a majority of the Members: (1) makes an assignment for the benefit of creditors; (2) files a voluntary petition in bankruptcy; (3) is adjudicated a bankrupt or insolvent; (4) files a petition or answer seeking for himself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law or regulation; (5) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against him in any proceeding of the nature described in this paragraph; (6) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the Member or of all or any substantial part of his properties; or (7) if any creditor permitted by law to do so should commence foreclosure or take any other action to seize or sell any Member's interest in the LLC.

(i) Any of the events provided in applicable code provisions that are not inconsistent with the dissociation events identified above.

XXXI. **ENCUMBRANCE.** With majority consent from the Members, a Member can encumber his LLC interest by a security interest or other form of collateral.

XXXII. **LLC INTEREST.** A Member has no interest in property owned by the LLC. The LLC interest is personal property.

XXXIII. **SALE OF INTEREST.** A Member can sell his LLC interest only as follows:

(a) If a Member decides to sell any part of their interest he/she must first offer their interest to the LLC. The LLC shall have the option to buy the seller's interest at the then existing Set Price as stated in the Agreement. The LLC shall then have to option for 30 days upon receiving the receipt of its intention to buy all, a portion, or none of the offered interest with a majority vote. Closing on the sale shall occur within 60 days (60) from the date that the LLC gives written notice of its intention to buy. The purchase price shall be paid in cash at the closing unless the total purchase price exceeds \$ N/A in which the purchase price shall be paid in \_\_\_\_\_ (\_\_\_\_\_) equal quarterly installments beginning at the time of closing. The installment amounts shall be computed by applying the following interest factor to the principle amount: interest compounded quarterly at the Quarterly Federal Short-Term Rate existing at closing



under the Applicable Federal Rates used for purposes of Internal Revenue Code § 1 274(d), or any successor provision.

(b) If the LLC decides not to buy the offered interest of the selling Member, the other Members shall have the right to buy the offered interest at a set price on a pro-rata basis based on the Members' percentage interests at that time. If a Member decides not to buy up to his/her proportional part, the other Members can buy the remaining interest on the same pro rata basis. Members shall have fifteen days (15) from the date the LLC gives its written notice to the selling Member to give the selling Member notice in writing of their intention to buy all, some, or none of the offered interest. The closing shall occur within sixty days (60) from the date that the Members give written notice of their intention to buy. The purchase price from each purchasing member shall be paid in cash at closing.

(c) If the LLC or Members choose not to buy the offered interest, the selling Member has the right to assign the interest to a non-member.

(d) The selling Member must come to a close within ninety days (90) of the date that he/she gave notice to the LLC. If the interest of the selling Member does not close within that time, he/she must start the selling process over.

(e) A non-member purchaser of a member's interest cannot exercise any rights of a member unless a majority of the non-selling Members consent to him becoming a member. The non-member purchaser will be entitled, however, to share in such profits and losses, to receive such distributions, allocations of income, loss, profit, deduction, credit or similar items to which the selling member would be entitled, to the extent of the interest assigned, and will be subject to calls for contributions under the terms of this Agreement. The purchaser shall agree to be subject to all the terms of this Agreement as if he were a Member by purchasing the selling member's interest.

XXXIV. **DISSOCIATION.** If a Member of the LLC becomes dissociated, the remaining Members shall have the option to purchase the dissociated member's interest at the Set Price in the same fashion as stated in Article 9. The sale will be carried out as if the dissociated Member had notified the LLC of his/her desire to sell all of his/her LLC interest. The date the LLC received the notice as provided in Article 28 triggering the options shall be deemed to be the date that the LLC receives actual notice of the dissociation event.

XXXV. **EFFECT OF DISSOCIATION.** When a Member becomes dissociated from the LLC they shall not be entitled to receive fair value of their LLC interest solely by virtue of dissociation. If the dissociated Member





rights hereunder be waived except by an instrument in writing signed by the party sought to be charged with such amendment or waiver, except as otherwise provided in this Agreement.


- XLIII. **COUNTERPARTS.** The instrument may be executed in any number of counterparts each of which shall be considered an original.
- XLIV. **PRONOUNS.** The use of a pronoun shall be deemed to include singular, plural, individuals, feminine, masculine, partnerships or corporation where applicable when referencing to a Member or a Manager.
- XLV. **FURTHER ACTION.** Upon the request by the LLC, each Member has the duty and shall agree to perform all appropriate and necessary assignments within the provisions of this Agreement.
- XLVI. **FACSIMILES.** For purposes of this Agreement, any copy, facsimile, telecommunication or other reliable reproduction of a writing, transmission or signature may be substituted or used in lieu of the original writing, transmission or signature for any and all purposes for which the original writing, transmission or signature could be used, provided that such copy, facsimile telecommunication or other reproduction shall have been confirmed received by the sending Party.
- XLVII. **SPECIFIC PERFORMANCE:** All Members agree that it would be greatly damaging if any of the provisions of this Agreement were not performed to meet their specific performance and that monetary damages would not provide an adequate remedy in such event. If the provisions become breached, the non-breaching Members are entitled to take action in any court of the United States or any state thereof having subject matter to the jurisdiction.
- XLVIII. **METHOD OF NOTICE.** All written notices shall be sent to the address of the LLC at its place of business or to the Member who is set forth on the signature page of this Agreement. All notices shall be effective when received either by hand or receipt of delivery.
- XLIX. **COMPUTATION OF TIME.** In computing any period of time under this Agreement, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday.



- L. **ENTIRE AGREEMENT** The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by each member. Each Member agrees to be bound by all of the terms and conditions of this agreement and the formation certificate or articles.

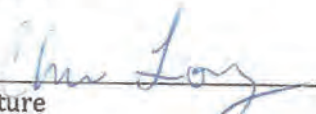
**SIGNATURE OF MEMBERS**

**MEMBER**

  
Signature

Print Name of Member: Christina A Logan  
Address: 2303 Tulik Drive  
City, State, Zip: Anchorage, Alaska, 99517  
Phone: 907-982-0513

**MEMBER**

  
Signature

Print Name of Member: Chris C Long  
Address: 879 Linda Court  
City, State, Zip: Homer, Alaska, 99603  
Phone: \_\_\_\_\_

**MEMBER**

  
Signature

Print Name of Member: Christopher B. Corey  
Address: 272 Charles Way  
City, State, Zip: Homer, Alaska, 99603  
Phone: \_\_\_\_\_





## Office of the Borough Clerk

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

Johni Blankenship, MMC  
Borough Clerk

August 14, 2019

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

City of Homer Clerk  
Homer City Hall

RE: New Application for Retail Marijuana Store

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

Dear Ms. Jacobsen,

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

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

Sincerely,

Johni Blankenship, MMC  
Borough Clerk

JB/TS

Encl.

cc: cosmicseaweed@gmail.com



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

## Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

### What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

## Section 1 – Establishment Information

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

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

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christina Logan
Title:	Owner, Managing Partner

## Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?



If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

#19728 Marijuana Manufacturing Facility





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

**Alaska Marijuana Control Board**

**Form MJ-00: Application Certifications**

**Section 4 – Certifications**

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.



I certify that I am not currently on felony probation or felony parole.



I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.



I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.



I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.



I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.



I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).



I certify that my proposed premises is not located in a liquor licensed premises.



I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.



I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.



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







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

## Alaska Marijuana Control Board

# Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

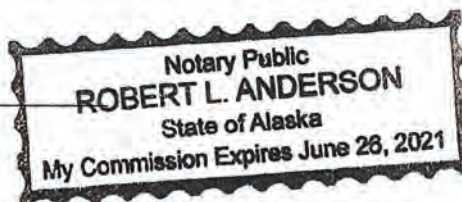


### All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

  
Signature of licensee

CHRISTINA LOGAN  
Printed name of licensee



  
Notary Public in and for the State of Alaska

My commission expires: JUNE 26, 2021

Subscribed and sworn to before me this 22<sup>ND</sup> day of MAY, 2019.





## Alaska Marijuana Control Board

**Form MJ-00: Application Certifications****What is this form?**

This application certifications form is required for all marijuana establishment license 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.

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

**Section 1 – Establishment Information**

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

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

**Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Chris Long
Title:	Owner, Managing Partner

**Section 3 – Other Licenses**

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

#19728 Marijuana Manufacturing Facility





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

Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

Ce

I certify that I am not currently on felony probation or felony parole.

Ce

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

Ce

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

Ce

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

Ce

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

Ce

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

Ce

I certify that my proposed premises is not located in a liquor licensed premises.

Ce

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

Ce

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

Ce

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

Ce





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

Alaska Marijuana Control Board

**Form MJ-00: Application Certifications**

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

Initials

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

*CL*

I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.

*CL*

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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.

☐

Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.

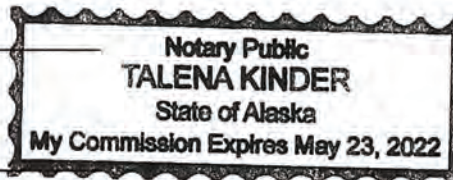
*CL*

**All marijuana establishment license applicants:**

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

*Chris Long*  
Signature of licensee

*Chris Long*  
Printed name of licensee



*Talena Kinder*  
Notary Public in and for the State of Alaska

My commission expires: *May 23 2022*

Subscribed and sworn to before me this *20<sup>th</sup>* day of *May*, 20 *19*.





Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### What is this form?

This application certifications form is required for all marijuana establishment license 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.

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

### Section 1 – Establishment Information

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

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

### Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christopher B. Corey
Title:	Owner, Managing Partner

### Section 3 – Other Licenses

Ownership and financial interest in other licenses:

Yes No

Do you currently have or plan to have an ownership interest in, or a direct or indirect financial interest in another marijuana establishment license?

☒ ☐

If "Yes", which license numbers (for existing licenses) and license types do you own or plan to own?

#19728 Marijuana Manufacturing Facility
---





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

Alaska Marijuana Control Board

## Form MJ-00: Application Certifications

### Section 4 – Certifications

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

Initials

I certify that I have not been convicted of a felony in any state or the United States, including a suspended imposition of sentence, for which less than five years have elapsed from the time of the conviction to the date of this application.

CC

I certify that I am not currently on felony probation or felony parole.

CC

I certify that I have not been found guilty of selling alcohol without a license in violation of AS 04.11.010.

CC

I certify that I have not been found guilty of selling alcohol to an individual under 21 years of age in violation of 04.16.051 or AS 04.16.052.

CC

I certify that I have not been convicted of a misdemeanor crime involving a controlled substance, violence against a person, use of a weapon, or dishonesty within the five years preceding this application.

CC

I certify that I have not been convicted of a class A misdemeanor relating to selling, furnishing, or distributing marijuana or operating an establishment where marijuana is consumed within the two years preceding this application.

CC

I certify that my proposed premises is not within 500 feet of a school ground, recreation or youth center, a building in which religious services are regularly conducted, or a correctional facility, as set forth in 3 AAC 306.010(a).

CC

I certify that my proposed premises is not located in a liquor licensed premises.

CC

I certify that I meet the residency requirement under AS 43.23 for a permanent fund dividend in the calendar year in which I am initiating this application.

CC

I certify that all proposed licensees (as defined in 3 AAC 306.020(b)(2)) have been listed on my online marijuana establishment license application. Additionally, if applicable, all proposed licensees have been listed on my application with the Division of Corporations.

CC

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

CC





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

Alaska Marijuana Control Board

Form MJ-00: Application Certifications

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

Initials

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



I certify and understand that I must operate in compliance with each applicable public health, fire, safety, and tax code and ordinance of this state and the local government in which my premises is located.



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

Initials

Only initial next to the following statement if this form is accompanying an application for a marijuana testing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility.



Only initial next to the following statement if this form is accompanying an application for a retail marijuana store, a marijuana cultivation facility, or a marijuana products manufacturing facility license:

I certify that I do not have an ownership in, or a direct or indirect financial interest in a marijuana testing facility license.



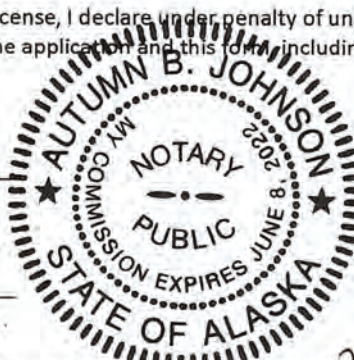
All marijuana establishment license applicants:

As an applicant for a marijuana establishment license, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that the online application and this form, including all accompanying schedules and statements, is true, correct, and complete.

Signature of licensee

Printed name of licensee

Christopher Corey



Notary Public in and for the State of Alaska

My commission expires: June 8, 2022

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2019.





Alaska Marijuana Control Board

## Form MJ-01: Marijuana Establishment Operating Plan

### What is this form?

An operating plan is required for all marijuana establishment license applications. Applicants should review **Title 17.38 of Alaska Statutes** and **Chapter 306 of the Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of those statutes and regulations. If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020(c).

### What must be covered in an operating plan?

Applicants must identify how the proposed premises will comply with applicable statutes and regulations regarding the following:

- Control plan for persons under the age of 21
- Security
- Business records
- Inventory tracking of all marijuana and marijuana product on the premises
- Employee qualification and training
- Health and safety standards
- Transportation and delivery of marijuana and marijuana products
- Signage and advertising

Applicants must also complete the corresponding operating plan supplemental forms (**Form MJ-03, Form MJ-04, Form MJ-05, or Form MJ-06**) to meet the additional operating plan requirements for each license type.

### Section 1 – Establishment & Contact Information

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

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603
Mailing Address:	272 Charles Way				
City:	Homer	State:	Alaska	ZIP:	99603
Designated Licensee:	Christina Logan				
Main Phone:	907-982-0513	Cell Phone:	907-982-0513		
Email:	cosmicseaweed@gmail.com				





## Form MJ-01: Marijuana Establishment Operating Plan

### Section 2 – Control Plan for Persons Under the Age of 21

2.1. Describe how the marijuana establishment will prevent persons under the age of 21 from gaining access to any portion of the licensed premises and marijuana items:

Cosmic SeaWeed will prominently display a sign at the main entry door of the retail store that states "No one under the age of 21 is allowed." The sign dimensions will be in accordance with 3 AAC 306.325. The customer will enter the retail store and be immediately greeted by a trained employee who will verify their state issued photo ID and verify that they are over the age of 21. The customer will be asked to present their ID again at the time of sale, and age will again be verified by the budtender. Purchases will be bagged and packaged in opaque and child resistant exit bags. The retail floor area of the store will be separated from the restricted access area by a half door in one section of the counter. No customers or members of the public will be allowed into the restricted access area, except for scheduled pre-approved visitors complying with the visitor policy and AMCO enforcement officers.

### Section 3 – Security

Restricted Access Areas (3 AAC 306.710):

3.1. Describe how you will prevent unescorted members of the public from entering restricted access areas:

The facility will be equipped with 24 hour monitoring alarm system, video surveillance, exterior lighting, commercial grade door locks, and compliant signage. Every entrance and exit, point of sale, secured storage area, restricted access areas, will have security cameras to monitor all activity. To maintain the security of the facility and all marijuana products, restricted access areas of the facility will be under surveillance and restricted at all times. Any non-employee person who may be allowed access to the restricted access area must check in at the front door entrance, sign the visitor log, obtain a visitor badge, and be escorted at all times by a staff member.

3.2. Describe your recordkeeping and processes for admitting visitors into and escorting them through restricted access areas:

In order to be allowed into the restricted access area, a visitor must be pre-scheduled and approved by an owner or manager on duty. The only exceptions to this include AMCO enforcement, law enforcement or emergency personnel acting on a true medical or fire emergency. Each visitor will show a valid government issued photo ID, sign the visitor log with their name, date, time in and out, and purpose of the visit. Each visitor will be issued a visitor badge and will be instructed to clearly display it on their person at all times while in the restricted access area. Visitors will be escorted at all times by a staff member. At no time will there be more than 5 visitors per supervising staff member. Visitor badges will be returned upon exiting the premises. The visitor log will be kept and stored on-site as official business records. The visitors log will be maintained on site for a minimum of 6 months, and if records will be stored off-site they will be maintained for 3 years. Any business records on or off site will be made available to AMCO within 3 days upon request.





## Form MJ-01: Marijuana Establishment Operating Plan

3.3. Provide samples of licensee-produced identification badges that will be displayed by each licensee, employee, or agent while on the premises, and of visitor identification badges that will be worn by all visitors while in restricted access areas:



### Security Alarm Systems and Lock Standards (3 AAC 306.715):

3.4. Exterior lighting is required to facilitate surveillance. Describe how the exterior lighting will meet this requirement:

Exterior lighting will illuminate 20 feet around the entrance to the facility in order for external video cameras to provide surveillance. Motion sensor flood lights will be placed above each entry to the facility, which will provide additional illumination if motion is detected. The city of Homer has specific exterior lighting requirements in order to minimize light pollution and these requirements will be met with the lighting plan. The surveillance camera imagery is quite good at low light levels. As much light as is necessary for quality night time camera images will be used, while at the same time not be creating light pollution for any neighboring buildings.





## Form MJ-01: Marijuana Establishment Operating Plan

3.5. An alarm system is required for all license types that must be activated on all exterior doors and windows when the licensed premises is closed for business. Describe the security alarm system for the proposed premises, explain how it will meet all regulatory requirements, and outline your policies and procedures regarding the actions to be taken by a licensee, employee, or agent when the alarm system alerts of an unauthorized breach:

A quality alarm system with digital video surveillance will be installed and will be monitored 24/7/365. The alarm system will monitor the entry and exit door to the facility, and interior motion detectors will monitor the entire space for any motion activity inside the facility when employees aren't present. Any unauthorized intrusion or attempted intrusion will trigger an audible alarm inside the facility and send an electronic alert to the cell phones of the all of the managing partners, and the manager on duty. The alarm system will always be activated and monitored when the facility is closed for business. The last employee to leave the facility each day will activate the security devices and sensors, and lock entry/exit door as they exit the facility. The daily manager will set the alarm system to standby mode (audible door alerts will still be active), and the opening staff will check all security tapes and cameras to ensure they are functioning properly. A policy and procedure will be in place designating a head of security who will be responsible for maintaining the schedule of the manager on duty, and ensuring that the alarm system is functioning and notifications are going to all cell phones of the partners. If an alarm notification is deemed to be legitimate by the manager on duty, local law enforcement will be notified by the manager. In order to avoid multiple false alarm notifications to local law enforcement, the manager will check the live video feed from their phone prior to notifying police. Policies will be in place which designate the order of actions to be taken depending on the perceived threat level. Safety of staff takes precedence over apprehending an intruder, and local law enforcement will be involved if any alarm is deemed legitimate. AMCO will be notified within 24 hours of any unauthorized access and/or evidence of any theft, diversion, or missing marijuana, marijuana products or money from the licensed premises.

3.6. Describe your policies and procedures for preventing diversion of marijuana or marijuana product, including by employees:

All staff will be trained on the detection and prevention of diversion of marijuana or marijuana products. Staff will utilize regular inventory weight and volume counts to verify inventory in METRC of all marijuana products received and stored on the premises. If the quantity count varies from METRC, or if there are other reasons to suspect diversion, management will begin an internal investigation. In the event that an employee is found to be illegally diverting marijuana, a managing partner will notify AMCO and local law enforcement. If diverted product is recovered, AMCO will be notified.

3.7. Describe your policies and procedures for preventing loitering:

There will be a written policy regarding loitering. Security cameras will be in place to monitor any persons on the property grounds that appear suspicious. Loitering outside the establishment will be met with a request from staff to leave the premises. If a loitering individual does not leave in a timely manner, staff will inform them that local police will be contacted for assistance with removing the loitering individual from the premises. The entrance and perimeter of facility will be monitored and recorded by security cameras at all times. Additionally, door alarms and motion detection devices will be monitored continually during non-business hours

You must be able to certify the statement below Read the following and then sign your initials in the box to the right: \_\_\_\_\_ Initials

3.8. I certify that if any additional security devices are used, such as a motion detector, pressure switch, and duress, panic, or hold-up alarm, to enhance security of the licensed premises, I will have written policies and procedures describing their use.











## Form MJ-01: Marijuana Establishment Operating Plan

### Video Surveillance (3 AAC 306.720):

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 3.9. The video surveillance and camera recording system for the licensed premises covers each restricted access area, and both the interior and exterior of each entrance to the facility. 
- 3.10. Each video surveillance recording: is preserved for a minimum of 40 days, in a format that can be easily accessed for viewing (consistent with the Alcohol & Marijuana Control Office's approved format list); clearly and accurately displays the time and date; and is archived in a format that does not permit alteration of the recorded image. 
- 3.11. The surveillance room or area is clearly defined on the Form MJ-02: Premises Diagram that is submitted with this application. 
- 3.12. Surveillance recording equipment and video surveillance records are housed in a designated, locked, and secure area or in a lock box, cabinet, closet or other secure area where access is limited to the licensee(s), an authorized employee, and law enforcement personnel (including an agent of the Marijuana Control Board). 

3.13. Describe how the video cameras will be placed to produce a clear view adequate to identify any individual inside the licensed premises, or within 20 feet of each entrance to the licensed premises:

Without going into specific detail on this public document, video monitoring devices will be placed in such a manner to meet with the requirement under 3AAC 306.720. The video system will cover the exterior entrances and entrance to the restricted access area and will provide a clear view of individuals inside the facility and within 20 feet of any entrance. Cameras will be placed at a level to provide clear and certain identification of any person inside the restricted area, and the view will not be blocked by any equipment.

3.14. Describe the locked and secure area where video surveillance recording equipment and original copies of surveillance records will be housed and stored, and how you will ensure the area is accessible only to authorized personnel, law enforcement, or an agent of the Marijuana Control Board. If you will be using an off site monitoring service and off site storage of video surveillance records, your response must include how the off site facility will meet these security requirements:

The surveillance recording equipment will be contained in a locked cabinet in the office area. Only licensee's will have access to the locked security cabinet. The security system will be password protected and accessible only to authorized individuals. Data will be stored on the security system's DVR for a minimum of forty (40) days as official business record. All surveillance data can be made accessible for upload to a separate hard drive to maintain records for longer than forty (40) days in the event of criminal, civil, or administrative investigations. All recordings will include the time and date stamp, and be archived in a format that does not permit alteration of the requested image, and will be available to AMCO and local law enforcement upon request.



**Form MJ-01: Marijuana Establishment Operating Plan****Section 4 – Business Records**

Review the requirements under 3 AAC 306.755. All licensed marijuana establishments must maintain, in a format that is readily understood by a reasonably prudent business person, certain business records.

**4.1. I certify that the following business records will be maintained and kept on the licensed premises:**

Initials

- a. all books and records necessary to fully account for each business transaction conducted under my license for the current year and three preceding calendar years (*records for the last six months must be maintained on the licensed premises; older records may be archived on or off-premises*);
- b. a current employee list setting out the full name and marijuana handler permit number of each licensee, employee, and agent who works at the marijuana establishment;
- c. the business contact information for vendors that maintain video surveillance systems and security alarm systems for the licensed premises;
- d. records related to advertising and marketing;
- e. a current diagram of the licensed premises, including each restricted access area;
- f. a log recording the name, and date and time of entry of each visitor permitted into a restricted access area;
- g. all records normally retained for tax purposes;
- h. accurate and comprehensive inventory tracking records that account for all marijuana inventory activity from seed or immature plant stage until the retail marijuana or retail marijuana product is sold to a consumer, to another marijuana establishment, or destroyed;
- i. transportation records for marijuana and marijuana product, as required by 3 AAC 306.750(f); and
- j. registration and inspection reports of scales registered under the Weights and Measures Act, as required by 3 AAC 306.745.

**4.2. A marijuana establishment is required to exercise due diligence in preserving and maintaining all required records. Describe how you will prevent records and data, including electronically maintained records, from being lost or destroyed:**

All business records, including operational and regulatory documents, recordings, surveillance, financial books, inventory and employment records, logs, and transport manifests will be stored on-site for a minimum of 6 months, allowing ownership, management, and designated government authorities to have access to them. Once the records are archived off-site, they will be provided as soon as possible and within 3 days of a request from AMCO or other enforcement agency. A weekly digital backup of all computer files and records will be kept on site in case of computer malfunction. Records within the facility will be stored in the office, separate from all storage of marijuana and marijuana products. Only ownership, management, and authorized staff/agents will have access to of the office. We plan to have business records in electronic format as much as possible, and the digital back up hard drive will be stored in a fireproof safe inside the office. A duplicate hard drive will be stored at an off-site location and will be updated every 30 days.



**Form MJ-01: Marijuana Establishment Operating Plan****Section 5 – Inventory Tracking of All Marijuana and Marijuana Product**

Review the requirements under 3 AAC 306.730. All licensed marijuana establishments must use a marijuana inventory tracking system capable of sharing information with Metrc to ensure all marijuana cultivated and sold in the state, and each marijuana product processed and sold in the state, is identified and tracked from the time the marijuana is propagated from seed or cutting, through transfer to another licensed marijuana establishment, or use in manufacturing a marijuana product to a completed sale of marijuana or marijuana product, or disposal of the harvest batch of marijuana or production lot of marijuana product.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

5.1. My marijuana establishment will be using Metrc, and if any other tracking software is used, it will be capable of sharing information with Metrc.

5.2. All marijuana delivered to a marijuana establishment will be weighed on a scale registered in compliance with 3 AAC 306.745.

5.3. My marijuana establishment will use registered scales in compliance with AS 45.75.080 (Weights and Measures Act), as required by 3 AAC 306.745.

**Section 6 – Employee Qualification and Training**

Review the requirements under 3 AAC 306.700. All licensees, and every employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or a marijuana product, or who checks the identification of a consumer or visitor, must obtain a marijuana handler permit from the board before being licensed or beginning employment at a marijuana establishment.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

6.1. All licensees, and each employee or agent of the marijuana establishment who sells, cultivates, manufactures, tests, or transports marijuana or marijuana product, or who checks the identification of a consumer or visitor, shall obtain a marijuana handler permit from the board before being licensed or beginning employment at the marijuana establishment.

6.2. Each licensee, employee, or agent who is required to have a marijuana handler permit shall keep that person's marijuana handler permit card in that person's immediate possession (or a valid copy on file on the licensed premises) when on the licensed premises.

6.3. Each licensee, employee, or agent who is required to have a marijuana handler permit shall ensure that that person's marijuana handler permit card is valid and has not expired.

6.4. Describe any in-house training that will be provided to employees and agents (apart from a marijuana handler course):

In addition to the marijuana handlers course, employees and agents will be familiarized with all company policies and procedures relating to AMCO regulatory compliance. There will be a regulatory compliance officer who will update the policy and procedure manual and ensure that all personnel are up to date and following regulation in all areas of tracking, packaging, and retail transactions. Additional training for staff members will include how to recognize an impaired person; how to de-escalate a conflict situation; specific personal safety measures to take in the event of a robbery; what to watch for and how to prevent diversion activities. In addition, food safety and handling will be part of our in-house training.



**Form MJ-01: Marijuana Establishment Operating Plan****Section 7 – Health and Safety Standards**

Review the requirements under 3 AAC 306.735.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

- 7.1. I understand that a marijuana establishment is subject to inspection by the local fire department, building inspector, or code enforcement officer to confirm that health or safety concerns are not present. ☐
- 7.2. I have policies regarding health and safety standards (including: ensuring a person with an illness or infection does not come into contact with marijuana or marijuana product; good hygienic practices; cleaning and maintenance of equipment and the premises; pest deterrence; chemical storage; sanitation principles; and proper handling of marijuana and marijuana product) and will take all reasonable measures and precautions to ensure that they are met or exceeded. ☐
- 7.3. I have policies to ensure that any marijuana or marijuana product that has been stored beyond its usable life, or was stored improperly, is not salvaged and returned to the marketplace. ☐
- 7.4. I have policies to ensure that in the event information about the age or storage conditions of marijuana or marijuana product is unreliable, the marijuana or marijuana product will be handled in accordance with 3 AAC 306.735(d). ☐

Answer "Yes" or "No" to each of the following questions:

Yes No

- 7.5. Adequate and readily accessible toilet facilities that are maintained and in good repair and sanitary condition are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐
- 7.6. Convenient handwashing facilities with running water at a suitable temperature are clearly indicated on my Form MJ-02: Premises Diagram. ☒ ☐

7.7. If you answered "No" to either 7.5 or 7.6 above, describe how toilet and/or handwashing facilities are made accessible, as required by 3 AAC 306.735(b)(2):

**Section 8 – Transportation and Delivery of Marijuana and Marijuana Products**

Review the requirements under 3 AAC 306.750.

8.1. Describe how marijuana or marijuana product will be prepared, packaged, and secured for shipment. Include a description of the type of locked, safe, and secure storage compartments to be used in vehicles transporting marijuana or marijuana product:

Regulation 3AAC 306.750 will be followed when creating a policy and procedure for transport and shipment. Marijuana products will most likely be received only at the store. If staff members may from time to time be sent to collect products from licensed growers and manufacturers. Transport manifests will be verified for accuracy from the source business. Shipments will be loaded into rectangular heavy duty lockable plastic boxes, such as Rubbermaid Action Packers. The locked boxes will be secured in the transport vehicle and will be accompanied by the manifest at all times until they are received in the retail store.





## Form MJ-01: Marijuana Establishment Operating Plan

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

8.2. The marijuana establishment from which a shipment of marijuana or marijuana product originates will ensure that any individual transporting marijuana shall have a marijuana handler permit required under 3 AAC 306.700.

*[Signature]*

8.3. The marijuana establishment that originates the transport of any marijuana or marijuana product will use the marijuana inventory tracking system to record the type, amount, and weight of marijuana or marijuana product being transported, the name of the transporter, the time of departure and expected delivery, and the make, model, and license plate number of the transporting vehicle.

*[Signature]*

8.4. The marijuana establishment that originates the transport of any marijuana or marijuana product will ensure that a complete printed transport manifest on a form prescribed by the board must be kept with the marijuana or marijuana product at all times during transport.

*[Signature]*

8.5. During transport, any marijuana or marijuana product will be in a sealed package or container in a locked, safe, and secure storage compartment in the vehicle transporting the marijuana or marijuana product, and the sealed package will not be opened during transport.

*[Signature]*

8.6. Any vehicle transporting marijuana or marijuana product will travel directly from the shipping marijuana establishment to the receiving marijuana establishment, and will not make any unnecessary stops in between except to deliver or pick up marijuana or marijuana product at any other licensed marijuana establishment.

*[Signature]*

8.7. When the marijuana establishment receives marijuana or marijuana product from another licensed marijuana establishment, the recipient of the shipment will use the marijuana inventory tracking system to report the type, amount, and weight of marijuana or marijuana product received.

*[Signature]*

8.8. The marijuana establishment will refuse to accept any shipment of marijuana or marijuana product that is not accompanied by the transport manifest.

*[Signature]*

### Section 9 – Signage and Advertising

Review the requirements under 3 AAC 306.770.

9.1. Describe any signs that you intend to post on your establishment, including quantity, dimensions, graphics, and location on your establishment (photos or drawings may be attached):

There will be two signs with the business name "Cosmic Seaweed" visible to the public in the driveway area and on the front of the building. Each sign will not exceed 4800 sq inches. The retail store will affix and display all required postings on, around, and within the facility, and maintain the visibility and quality of such posting with up to date information, including: (1) operating hours, (2) State of Alaska marijuana license, (3) any local government approvals to operate the facility, (4) "No Loitering" sign on the front of the building, (5) "Surveillance Cameras in Use", (6) "Restricted Access" signs, (7) any required signs such as Emergency Exit and Fire Extinguisher signs. All planned signage, required postings, logos, and advertisements will be developed by ownership.

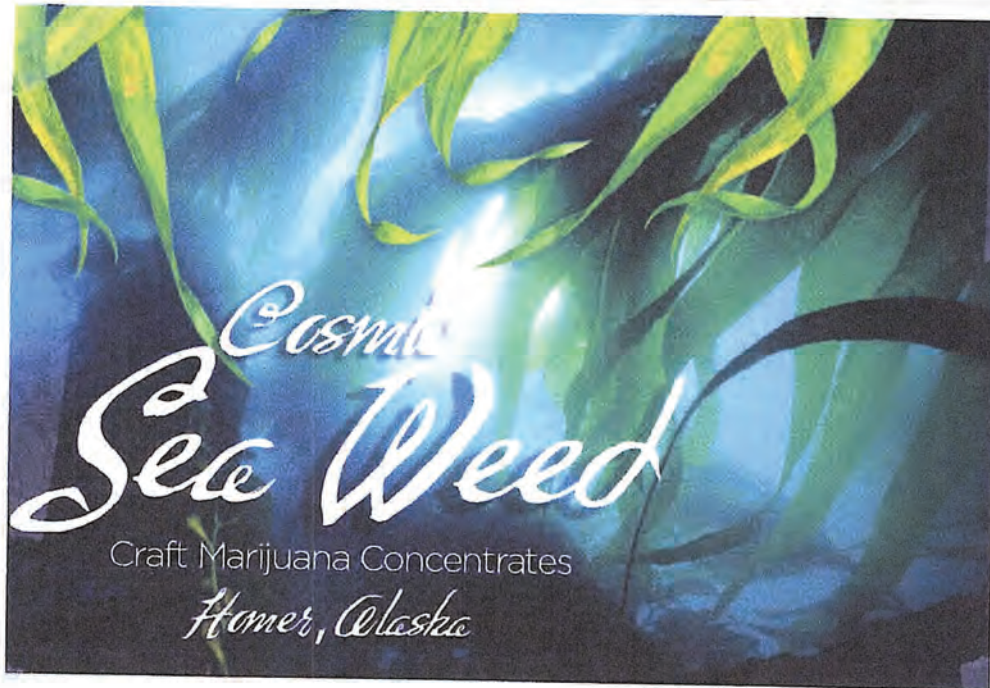




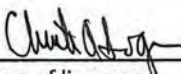
## Form MJ-01: Marijuana Establishment Operating Plan

9.2. Describe any advertising you intend to distribute for your establishment. Include medium types and business logos (photos or drawings may be attached):

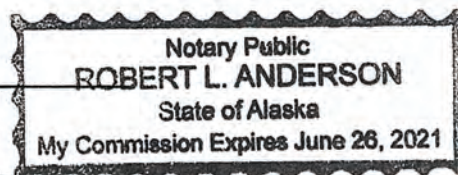
Cosmic SeaWeed may use the following types of advertising: Newspaper ads, magazine ads, radio ads, social media to feature various strains as is permitted under regulation. Advertisements will include each warning statement verbatim as they are listed in the regulations.




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

  
Signature of licensee

CHRISTINA LOGAN  
Printed name of licensee



  
Notary Public in and for the State of Alaska  
My commission expires JUNE 26, 2021

Subscribed and sworn to before me this 22<sup>ND</sup> day of MAY, 2019.





## Form MJ-01: Marijuana Establishment Operating Plan

---

(Additional Space as Needed):



## Alaska Marijuana Control Board

# Form MJ-02: Premises Diagram

### What is this form?

A detailed diagram of the proposed licensed premises is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(8). **All areas designated as the licensed premises of a single license must be contiguous. All diagrams must have the licensed premises area labeled, and outlined or shaded as appropriate.**

### What must be submitted with this form?

Applicants must attach multiple diagrams to this form, including (as applicable):

- **Diagram 1:**  
a diagram showing only the licensed premises areas that will be ready to be **operational at the time of your preliminary inspection** and license issuance;
- **Diagram 2:**  
if different than Diagram 1, a diagram outlining **all areas for which the licensee has legal right of possession** (a valid lease or deed), and clearly showing those areas' relationship to the current proposed licensed premises (*details of any planned expansion areas do not need to be included; a complete copy of Form MJ-14: Licensed Premises Diagram Change must be submitted and approved before any planned expansion area may be added to the licensed premises*);
- **Diagram 3:**  
a **site plan or as-built of the entire lot**, showing all structures on the property and clearly indicating which area(s) will be part of the licensed premises;
- **Diagram 4:**  
an **aerial photo of the entire lot and surrounding lots**, showing a view of the entire property and surrounding properties, and clearly indicating which area(s) will be part of the licensed premises (*this can be obtained from sources like Google Earth*); and
- **Diagram 5:**  
a diagram of the **entire building in which the licensed premises is located**, clearly distinguishing the licensed premises from unlicensed areas and/or premises of other licenses within the building. If your proposed licensed premises is located within a building or building complex that contains multiple business and/or tenants, please provide the addresses and/or suite numbers of the other businesses and/or tenants (*a separate diagram is not required for an establishment that is designating the entire building as a single licensed premises*).

This form, and all necessary diagrams that meet the requirements on Page 2 of this form, must be completed and submitted to AMCO's main office before any new or transfer license application will be considered complete.

## Section 1 – Establishment Information

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

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603





## Form MJ-02: Premises Diagram

### Section 2 – Required Information

For your security, do not include locations of security cameras, motion detectors, panic buttons, and other security devices. Items marked with a double asterisks (\*\*) are only required for those retail marijuana establishments that are also applying for an onsite consumption endorsement.

The following details must be included in all diagrams:

- ☐ License number and DBA
- ☐ Legend or key
- ☐ Color coding
- ☐ Licensed Premises Area Labeled and Shaded, or Outlined as appropriate
- ☐ Dimensions
- ☐ Labels
- ☐ True north arrow

The following additional details must be included in Diagram 1:

- ☐ Surveillance room
- ☐ Restricted access areas
- ☐ Storage areas
- ☐ Entrances, exits, and windows
- ☐ Walls, partitions, and counters
- ☐ Any other areas that must be labeled for specific license or endorsement types
- ☐ \*\* Serving area(s)
- ☐ \*\*Employee monitoring area(s)
- ☐ \*\*Ventilation exhaust points, if applicable

The following additional details must be included in Diagram 2:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions

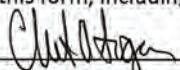
The following additional details must be included in Diagrams 3 and 4:

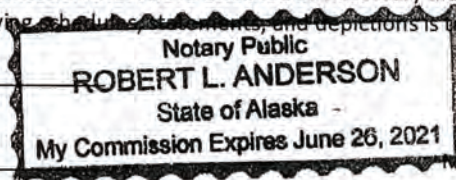
- ☐ Areas of ingress and egress
- ☐ Cross streets and points of reference


The following additional details must be included in Diagram 5:

- ☐ Areas of ingress and egress
- ☐ Entrances and exits
- ☐ Walls and partitions
- ☐ Cross streets and points of reference

I declare under penalty of unsworn falsification that I have attached all necessary diagrams that meet the above requirements, and that this form, including all accompanying schedules, attachments, and depictions is true, correct, and complete.

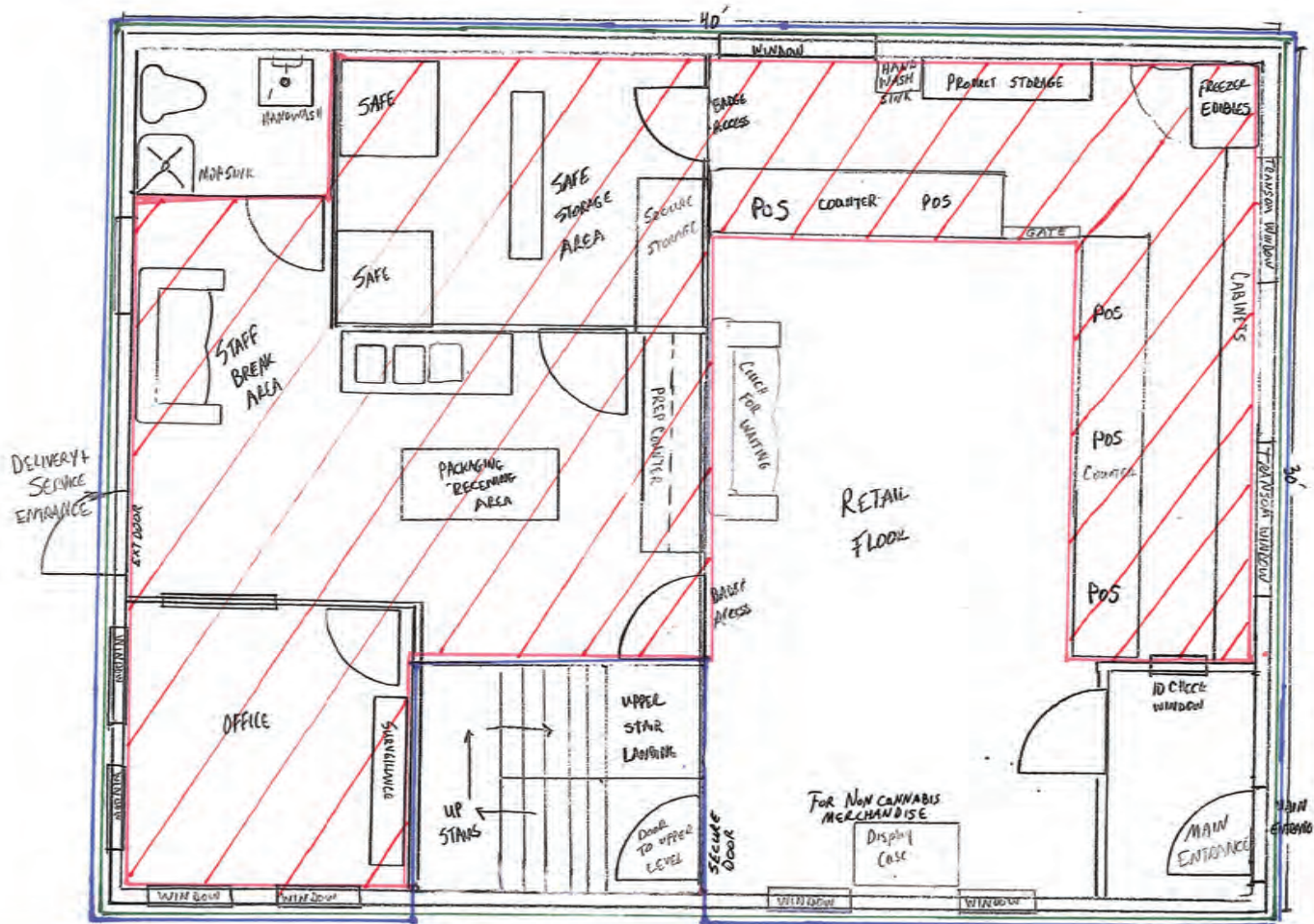
  
Signature of licensee  
Christina Logan  
Printed name of licensee



  
Notary Public in and for the State of Alaska  
My commission expires: JUNE 26, 2021

Subscribed and sworn to before me this 22<sup>ND</sup> day of MAY, 2019





Cosmic Seaweed RETAIL STORE Lic#21417

Diagram 1+2

FIRST FLOOR PAGE 1 of 2

261 EAST BUNNELL AVE, HOMER

SCALE  $\frac{1}{4}" = 1 \text{ FOOT}$

N →

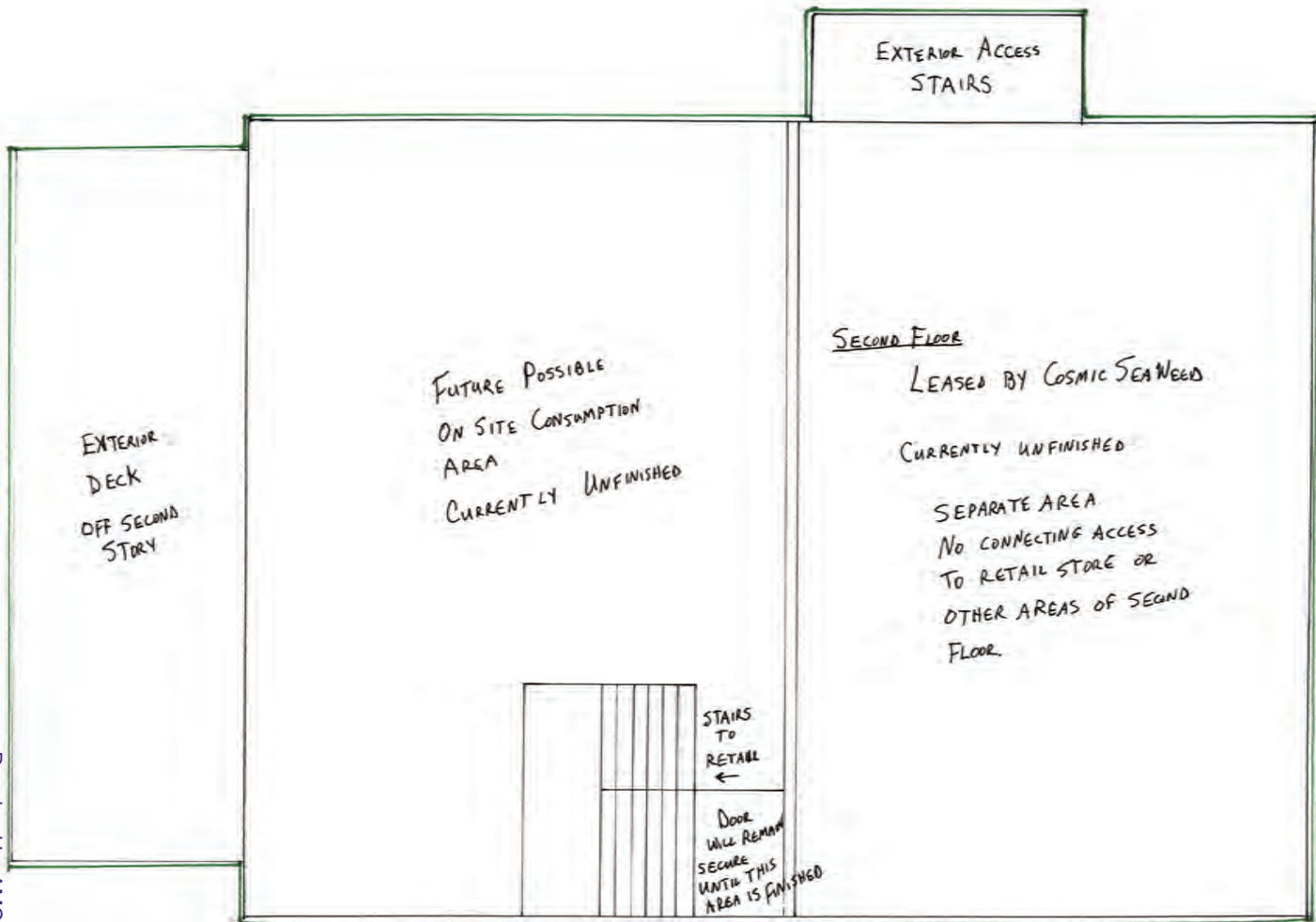
LEGEND

RESTRICTED ACCESS



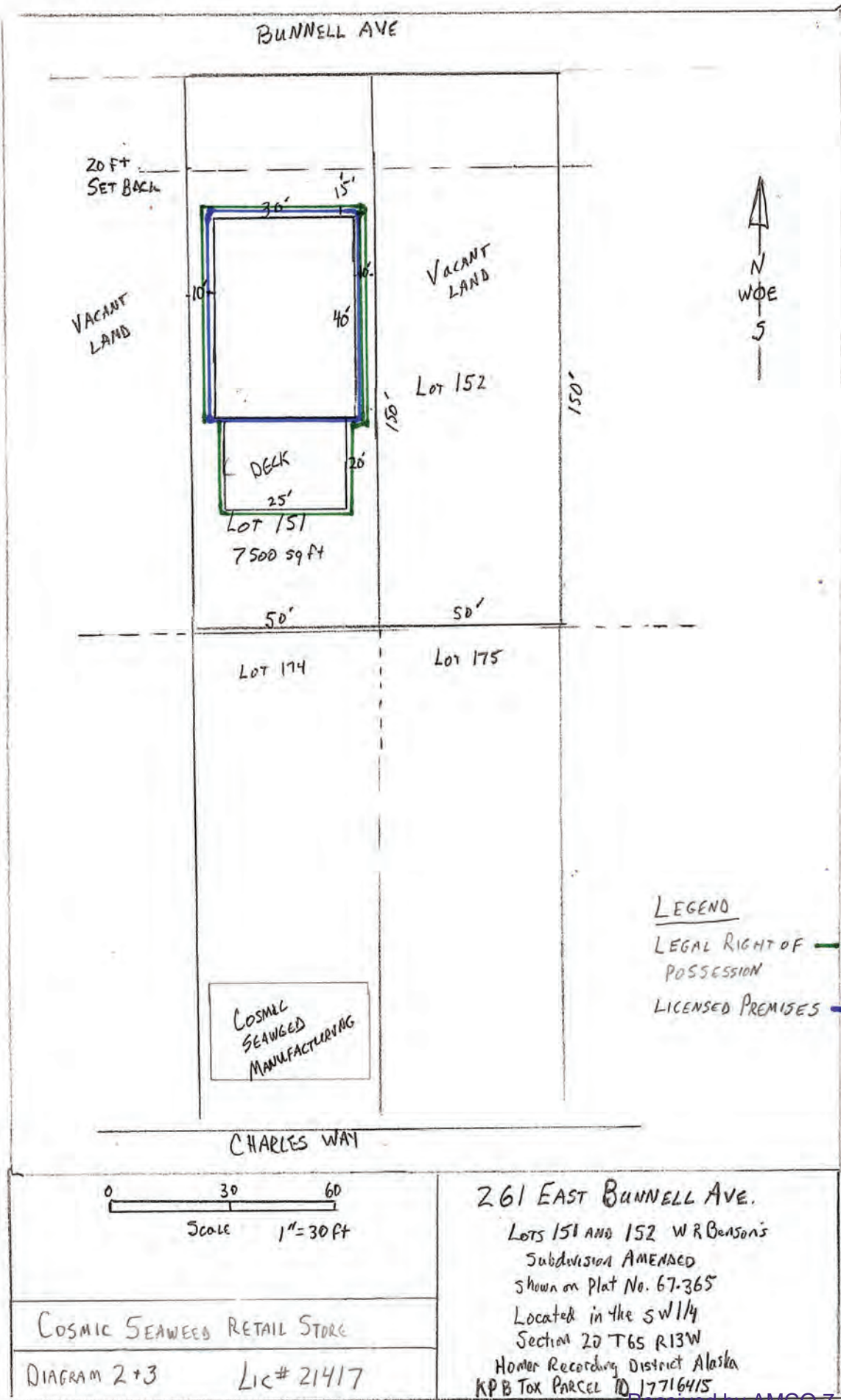
113 USED PREMISES

LEGAL RIGHT TO POSSESSION



COSMAC SEAWEED RETAIL STORE LIC# 21417	
DIAGRAM 1 + 2	SECOND FLOOR PAGE 2 OF 2
261 East Burrell Ave HOMER, AK SCALE 1/4" = 1 FT	

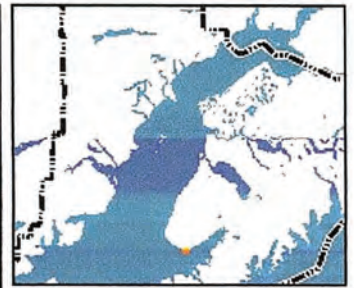
LEGAL RIGHT TO POSSESSION —  
THIS AREA IS LEASED BY  
COSMIC SEAWEED BUT NOT  
CURR 114 PART OF LICENSED  
PREMISES







## Cosmic SeaWeed 261 E. Bunnell Ave



### Legend

- Mileposts
- City Limits
- Highways
- Major Roads
- Roads
  - Town Medium Volume
  - Town Low/Seasonal; Other
  - Proposed
- Parcels

Cosmic SeaWeed, LLC  
RETAIL STORE  
DIAGRAM 4

LICENSED PREMISES



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

0 0.02 0.05 Miles

Coordinate System: NAD\_1983\_StatePlane\_Alaska\_4\_FIPS\_5004\_Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes





## Alaska Marijuana Control Board Operating Plan Supplemental Form MJ-03: Retail Marijuana Store

### What is this form?

This operating plan supplemental form is required for all applicants seeking a retail marijuana store license and must accompany **Form MJ-01: Marijuana Establishment Operating Plan**, per 3 AAC 306.020(b)(11). Applicants should review **Chapter 306: Article 3** of the **Alaska Administrative Code**. This form will be used to document how an applicant intends to meet the requirements of the statutes and regulations.

If your business has a formal operating plan, you may include a copy of that operating plan with your application, but all fields of this form must still be completed per 3 AAC 306.020 and 3 AAC 306.315(2).

### What additional information is required for retail stores?

Applicants must identify how the proposed establishment will comply with applicable regulations regarding the following:

- Prohibitions
- Signage and advertising
- Displays and sales
- Exit packaging and labeling
- Security
- Waste disposal

This form must be completed and submitted to AMCO's main office before any new or transfer application for a retail marijuana store license will be considered complete.

### Section 1 – Establishment Information

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

Licensee:	Cosmic SeaWeed, LLC	MJ License #:	21417		
License Type:	Retail Marijuana Store				
Doing Business As:	Cosmic SeaWeed, LLC				
Premises Address:	261 East Bunnell Ave				
City:	Homer	State:	Alaska	ZIP:	99603



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 2 – Overview of Operations**

2.1. Provide an overview of your proposed facility's operations. Include information regarding the intake and flow of marijuana and marijuana product at your premises, and a description of what a standard customer visit to your establishment would entail:

Each shipment of marijuana and marijuana product that arrives at the Cosmic SeaWeed retail store will be inspected by the manager of the day or one of the owners before it is accepted and added to the store's inventory. The shipment product and weights will be reconciled with the transport manifest, shipment labels and packaging labels to ensure accuracy. Any package discrepancies will be rejected. Shipments that are accepted into the facility will be entered into Metrc and the point of sale software and added to the stores inventory, secure storage or display cases. At the end of each business day, the manager will reconcile the day's transactions with Metrc and the POS system. Customers will be greeted near the store entrance by a staff member who will check their state ID for age over 21. Customers will then pass into the retail sales area. They will be able to ask questions, browse available products in glass display cases, and view a menu of available products. Sales transactions will take place at one of multiple point of sale stations. If needed, staff members will advise customers on limits on quantities sold per transaction. Purchased items will be packaged in exit bag child proof packaging.

**Section 3 – Prohibitions**

Review the requirements under 3 AAC 306.310.

3.1. Describe how you will ensure that the retail marijuana store will not sell, give, distribute, or deliver marijuana or marijuana product to a person who is under the influence of an alcoholic beverage, inhalant, or controlled substance:

All customers will enter through the front entrance and be met by a designated staff member who will check their ID. Staff members will be specially trained to look for and recognize a person who is already under the influence. The retail store reserves the right to refuse service for any reason. Customers who appear to be under the influence will be politely asked to return at another time.

3.2. I certify that the retail marijuana store will not:

Initials

- a. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product in a quantity exceeding the limit set out in 3 AAC 306.355;
- b. sell, give, distribute, deliver, or offer to sell, give, distribute, or deliver marijuana or marijuana product over the internet;
- c. offer or deliver to a consumer, as a marketing promotion or for any other reason, free marijuana or marijuana product, including a sample;
- d. offer or deliver to a consumer, as a marketing promotion or for any other reason, alcoholic beverages, free or for compensation; or
- e. allow a person to consume marijuana or a marijuana product on the licensed premises.

☒  
☒  
☒  
☒  
☒

Answer "Yes" or "No" to the following question:

Yes No

3.3. Do you plan to request future approval of the Marijuana Control Board to permit consumption of marijuana or marijuana product in a designated area on the proposed premises?

☒ ☐





## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

### Section 4 – Signage and Advertising

Review the requirements under 3 AAC 306.360 and 3 AAC 306.365. All licensed retail marijuana stores must meet minimum standards for signage and advertising.

You must be able to certify each statement below. Read the following and then sign your initials in the corresponding box: Initials

4.1. I understand and agree to follow the limitations regarding the number, placement, and size of signs on my proposed establishment, set forth in 3 AAC 306.360(a).

*[Signature]*

4.2. The retail marijuana store will not use giveaway coupons as promotional materials, or conduct promotional activities such as games or competitions to encourage the sale of marijuana or marijuana products.

*[Signature]*

4.3. All advertising for marijuana or marijuana product will contain the warnings required under 3 AAC 306.360(e).

*[Signature]*

4.4. I understand and agree to post, in a conspicuous location visible to customers, the notification signs required under 3 AAC 306.365.

*[Signature]*

4.5. I certify that no advertisement for marijuana or marijuana product will contain any statement or illustration that:

a. is false or misleading;

*[Signature]*

b. promotes excessive consumption;

*[Signature]*

c. represents that the use of marijuana has curative or therapeutic effects;

*[Signature]*

d. depicts a person under the age of 21 consuming marijuana; or

*[Signature]*

e. includes an object or character, including a toy, a cartoon character, or any other depiction designed to appeal to a child or other person under the age of 21, that promotes consumption of marijuana.

*[Signature]*

4.6. I certify that no advertisement for marijuana or marijuana product will be placed:

a. within 1,000 feet of the perimeter of any child-centered facility, including a school, childcare facility, or other facility providing services to children, a playground or recreation center, a public park, a library, or a game arcade that is open to persons under the age of 21;

*[Signature]*

b. on or in a public transit vehicle or public transit shelter;

*[Signature]*

c. on or in a publicly owned or operated property;

*[Signature]*

d. within 1,000 feet of a substance abuse or treatment facility; or

*[Signature]*

e. on a campus for postsecondary education.

*[Signature]*

### Section 5 – Displays and Sales

5.1. Describe how marijuana and marijuana products at the retail marijuana store will be displayed and sold:

All marijuana will be displayed in locked and secured display cases and cabinets which require a staff member to access. Product displays and point of sale will be in full view of surveillance cameras. Display cases on the non-restricted access retail floor will have only glassware and non-marijuana durable goods such as logo apparel. Marijuana will be placed in the secure displays at business opening, and will only be displayed during business hours. After hours the product will be returned to the vault. Only marijuana that is packaged and labeled in accordance with all state laws and regulations will be accessible for sale to the public. All staff members will be trained and monitored to ensure compliance with with store policies, and that product is secure and accounted for at all times.





## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

### Section 6 – Exit Packaging and Labeling

Review the requirements under 3 AAC 306.345.

**6.1. Describe how the retail marijuana store will ensure that marijuana and marijuana products sold on its licensed premises will meet the packaging and labeling requirements set forth in 3 AAC 306.345(a):**

Owners or the general manager will be responsible for inspecting and approving all marijuana and products that will be sold. All packaging, equipment, labeling, testing results will be evaluated for good quality control and compliance with regulation. Labels will be checked for (1) name and license number of the manufacturing or cultivation facility, (2) production lot and/or batch number, (3) strain information, (4) net weight of product, (5) packaging date and expiration date, (6) testing lab name and license number. The transport manifest will be checked for: (1) name and license number of supplier, (2) delivery date, (3) start time and estimated arrival time, (4) strain and batch information. Once the intake is approved by the manager, the inventory will be accepted into the facility and logged into Metrc with all the mandatory information designated by AMCO. Both the transport agent and manager will sign paperwork noting the information is correct and the transfer took place. Records will be kept as official business records. Products sold to customers will be sealed in opaque resealable childproof exit bags and will meet all requirements under 3 AAC 306.345 (a)(3).

**6.2. Provide a sample label that the retail marijuana store will use to meet the labeling requirements set forth in 3 AAC 306.345(b):**

Packaging example, final artwork to be determined

Retailer: Cosmic SeaWeed	License #:21417
Cultivator/Manufacturer:	License#:
Strain:	Net Weight:
Harvest Batch #:	Package #:
Packaging date:	Expiration date:
Testing Facility:	License #:
THC: THCA: CBD: CBDA: CBN:	
Microbial Test:	



: Marijuana has intoxicating effects and may be habit forming and addictive. Marijuana impairs concentration, coordination and judgment. Do not operate a vehicle or machinery under its influence. There are health risks associated with consumption of marijuana. For use only by adults twenty-one and older. Keep out of the reach of children. Marijuana should not be used by women who are pregnant or breast feeding.



**Form MJ-03: Retail Marijuana Store Operating Plan Supplemental****Section 7 - Security**

Review the requirements under 3 AAC 306.350 and 3 AAC 306.720.

**7.1. Describe the retail marijuana store's procedures for ensuring a form of valid photographic identification has been produced before selling marijuana or marijuana product to a person, as required by 3 AAC 306.350(a):**

All customers and visitors will enter through a single front entrance door. All entrants will be required to present a valid government-issued photo ID showing they are 21 years or older. A valid form of ID includes; (1) an unexpired unaltered passport, (2) and unexpired, unaltered drivers license, instruction permit, or ID card from any US state. (3) an ID card issued by a federal or state agency authorized to issue a drivers license or ID card. All activities will be monitored by video surveillance.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

**7.2. The video surveillance and camera recording system for the licensed premises covers each point-of-sale area.****Section 8 - Waste Disposal**

Review the requirements under 3 AAC 306.740.

**8.1. Describe how you will store, manage, and dispose of any marijuana waste, including expired marijuana or marijuana products, in compliance with any applicable laws. Include details about the material(s) you will mix with ground marijuana waste and the processes that you will use to make the marijuana waste unusable for any purpose for which it was grown or produced:**

Cosmic SeaWeed has a disposal plan for marijuana waste and all products that do not meet the company's internal quality standards for any reason. Any marijuana that is identified as contaminated, rejected for quality, or failed; expired marijuana products; and any other materials or containers in contact with marijuana products that risk contamination will be disposed of. Marijuana waste will be stored away from all other products in a locked container inside the facility, and will be rendered unusable prior to leaving the facility for disposal. Marijuana waste will be rendered unusable by grinding or mixing the materials with other compostable and non-compostable material such as food waste, cardboard, paper or coffee grounds, until the mixture is no more that fifty percent marijuana waste. Management will maintain a log on the status of all marijuana waste, tracking the type, date of disposal, date it was rendered unusable, and date that it was taken to the dump. The final mixture will be securely stored in locked containers located inside the premises with secure locks.

You must be able to certify the statement below. Read the following and then sign your initials in the box to the right:

Initials

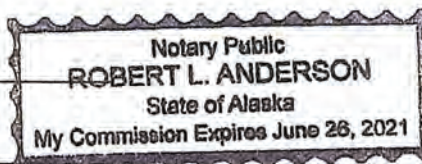
**8.2. The retail marijuana store shall give the board at least three days written notice required under 3 AAC 306.740(c) before making marijuana waste unusable and disposing of it.**

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

Signature of licensee

CHRISTINA LOGAN

Printed name of licensee



Notary Public in and for the State of Alaska

My commission expires: June 26, 2021

Subscribed and sworn to before me this 11 day of May, 2011.





Alaska Marijuana Control Board

## Form MJ-03: Retail Marijuana Store Operating Plan Supplemental

(Additional Space as Needed):



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

Alaska Marijuana Control Board

## Form MJ-07: Public Notice Posting Affidavit

### What is this form?

A public notice posting affidavit is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(10). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by posting a true copy of the application for ten (10) days at the location of the proposed licensed premises and one other conspicuous location in the area of the proposed premises, per 3 AAC 306.025(b)(1).

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

### Section 1 – Establishment Information

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

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

### Section 2 – Certification

I certify that I have met the public notice requirement set forth under 3 AAC 306.025(b)(1) by posting a copy of my application for the following 10-day period at the location of the proposed licensed premises and at the following conspicuous location in the area of the proposed premises:

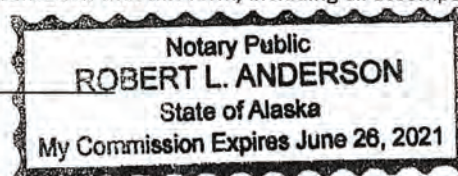
Start Date: May 12, 2019 End Date: May 22, 2019

Other conspicuous location: Two Sisters Bakery 233 EAST BUNNELL AVE HOMER, ALASKA 99603

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

Signature of licensee

Christina Logan  
Printed name of licensee



Notary Public in and for the State of Alaska  
My commission expires: JUNE 28, 2021

Subscribed and sworn to before me this 22<sup>nd</sup> day of MAY, 2019.





## Alaska Marijuana Control Board

**Form MJ-08: Local Government Notice Affidavit****What is this form?**

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

**Section 1 – Establishment Information**

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

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

**Section 2 – Certification**

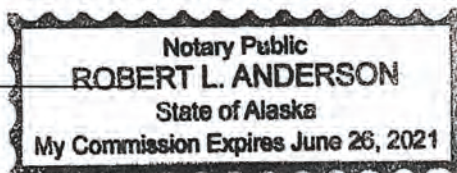
I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

Local Government(s): City of Homer Date Submitted: May 22, 2019  
Name/Title of LG Official 1: Melissa Jacobsen - City Clerk Name/Title of LG Official 2: TRAVIS BROWN - Planning Dept  
Community Council: Homer City Council Date Submitted: May 22, 2019  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Christina Logan  
Signature of licensee

CHRISTINA LOGAN  
Printed name of licensee



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

My commission expires: JUNE 26, 2021

Subscribed and sworn to before me this 22<sup>nd</sup> day of MAY, 2019.





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

Alaska Marijuana Control Board

## Form MJ-08: Local Government Notice Affidavit

### What is this form?

A local government notice affidavit is required for all marijuana establishment license applications with a proposed premises that is located within a local government, per 3 AAC 306.025(b)(3). As soon as practical after initiating a marijuana establishment license application, an applicant must give notice of the application to the public by submitting a copy of the application to each local government and any community council in the area of the proposed licensed premises. For an establishment located inside the boundaries of city that is within a borough, both the city and the borough must be notified.

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

### Section 1 – Establishment Information

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

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

### Section 2 – Certification

I certify that I have met the local government notice requirement set forth under 3 AAC 306.025(b)(3) by submitting a copy of my application to the following local government (LG) official(s) and community council (if applicable):

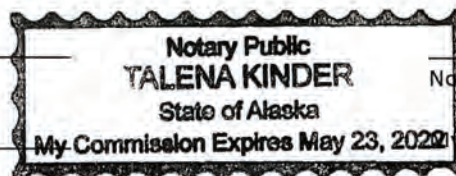
Local Government(s): Kenai Peninsula Borough Date Submitted: July 17, 2019

Name/Title of LG Official 1: Tatyana Shassetz Name/Title of LG Official 2: \_\_\_\_\_

Community Council: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
(Municipality of Anchorage and Matanuska-Susitna Borough only)

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

Chris Long  
Signature of licensee  
Chris Long  
Printed name of licensee



Talena Kinder  
Notary Public in and for the State of Alaska  
commission expires: May 23, 2022

Subscribed and sworn to before me this 19th day of July, 2019.





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

**Alaska Marijuana Control Board**

## **Form MJ-09: Statement of Financial Interest**

### **What is this form?**

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee before any license application will be considered complete.

### **Section 1 – Establishment Information**

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

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

### **Section 2 – Individual Information**

Enter information for the individual licensee.

Name:	Christopher B. Corey				
Title:	Owner, Managing Partner				
SSN:		Date of Birth:			



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

Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest**

**Section 3 – Certifications**

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

Christopher Corey  
Signature of licensee

Christopher Corey  
Printed name of licensee



Autumn B. Johnson  
Notary Public in and for the State of Alaska

My commission expires: June 8, 2022

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2019.





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

## Alaska Marijuana Control Board

# Form MJ-09: Statement of Financial Interest

### What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee before any license application will be considered complete.

## Section 1 – Establishment Information

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

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

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Chris C. Long				
Title:	Owner, Managing Partner				
SSN:		Date of Birth:			



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

Alaska Marijuana Control Board

## Form MJ-09: Statement of Financial Interest

### Section 3 – Certifications

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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

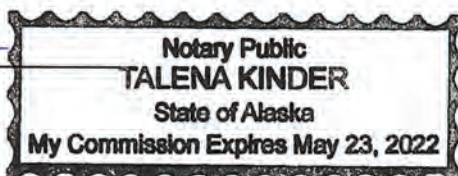
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

Chris Long  
Signature of licensee

Chris Long  
Printed name of licensee



Talena Kinder  
Notary Public in and for the State of Alaska

My commission expires: May 23 2022

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2019.





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

## Alaska Marijuana Control Board

# Form MJ-09: Statement of Financial Interest

### What is this form?

A statement of financial interest completed by each proposed licensee (as defined in 3 AAC 306.020(b)(2)) is required for all marijuana establishment license applications, per 3 AAC 306.020(b)(4). 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 proposed licensee before any license application will be considered complete.

## Section 1 – Establishment Information

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

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

## Section 2 – Individual Information

Enter information for the individual licensee.

Name:	Christina Logan				
Title:	Owner, Managing Partner				
SSN:			Date of Birth:		





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

Alaska Marijuana Control Board

**Form MJ-09: Statement of Financial Interest**

**Section 3 – Certifications**


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

I further certify that any ownership change shall be reported to the board as required under 3 AAC 306.040.

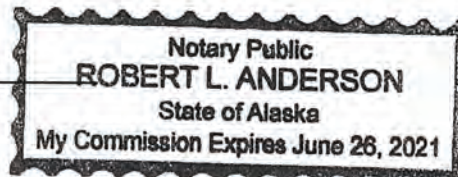
I understand that my fingerprints will be used to check the criminal history records of the Federal Bureau of Investigation (FBI), and that I have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record.

*The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in Title 28, CFR, 16.34.*

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

  
Signature of licensee

CHRISTINA LOGAN  
Printed name of licensee



  
Notary Public in and for the State of Alaska

My commission expires: JUNE 26, 2021

Subscribed and sworn to before me this 22<sup>ND</sup> day of MAY, 2019.

**Alcohol & Marijuana Control Office**

Initiating License Application

4/16/2019 8:13:18 AM

**License Number:** 21417**License Status:** New**License Type:** Retail Marijuana Store**Doing Business As:** COSMIC SEAWEED, LLC**Business License Number:** 1088609**Designated Licensee:** Christina Logan**Email Address:** cosmicseaweed@gmail.com**Local Government:** Homer**Community Council:****Latitude, Longitude:** 59.639667, -151.539490**Physical Address:** 261 East Bunnell Ave  
Homer, AK 99603  
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10093588**Alaska Entity Name:** Cosmic SeaWeed, LLC**Phone Number:** 907-982-0513**Email Address:** cosmicseaweed@gmail.com**Mailing Address:** 272 Charles Way  
Homer, AK 99603  
UNITED STATES**Entity Official #1****Type:** Individual**Name:** Christina Logan  
[REDACTED]  
[REDACTED]**Phone Number:** 907-982-0513**Email Address:** cosmicseaweed@gmail.com**Mailing Address:** 272 Charles Way  
Homer, AK 99603  
UNITED STATES**Entity Official #2****Type:** Individual**Name:** Christopher Corey  
[REDACTED]  
[REDACTED]**Phone Number:** 907-299-3745**Email Address:** cosmicseaweed@gmail.com**Mailing Address:** 272 Charles Way  
Homer, AK 99603  
UNITED STATES**Entity Official #3****Type:** Individual**Name:** Chris Long  
[REDACTED]  
[REDACTED]**Phone Number:** 419-708-0174**Email Address:** pyrofish13@gmail.com**Mailing Address:** 879 Linda Court  
Homer, AK 99603  
UNITED STATES**Note:** No affiliates entered for this license.



## Commercial Lease Agreement

This Commercial Lease Agreement is made effective May 15, 2019, between Cosmic SeaWeed, LLC (Tenant) and Christopher B. Corey (Landlord).

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

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

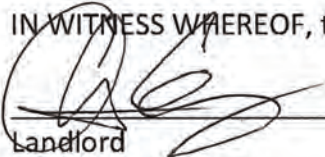
Therefore, in consideration of the mutual promises herein, contained and other goods and valuable consideration it is agreed;

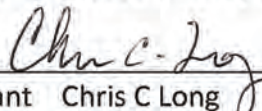
1. Term: Landlord hereby leases the Leased Premises to the Tenant, and Tenant hereby leases the same from Landlord, for and Initial Term beginning May 15, 2019 and ending 12/31/2024. On May 15, 2019, Tenant shall have possession of the leased premises. This agreement shall be renewable by agreement of 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 Landlords effective written consent.
7. Utilities: Tenant shall pay all charges for gas, electric, telephone, internet, water and sewer and any other utilities used by Tenant on the Leased Premises during the term of this lease unless otherwise expressly agreed in writing by the landlord.
8. Insurance: Tenants will carry liability and business insurance for the property. Landlord will not be liable for any property inside the building.
9. Repairs: Any necessary repairs to the building structure, heat plant, water and sewer will be the responsibility of the Landlord. Damages caused by the Tenant will be repaired at the cost of the Tenant.
10. Access and Inspection: During any entry by Landlord or it's agent on the premises, Landlord's agent shall be over the age of 21 and shall comply with Tenant's visitor policy as required by the Alaska Marijuana Control Board regulations. In the event of an emergency, landlord shall facilitate access to law enforcement and fire/rescue personnel.

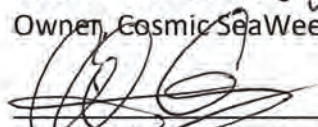


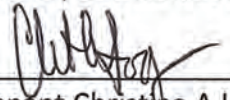
11. Default: Landlord shall not take into its possession any marijuana or marijuana product and shall contact Alaska Marijuana Control Board prior to any access to the license premises if Tenant cannot be reached, abandons the property, or similar event.

IN WITNESS WHEREOF, the parties have executed this Lease on May 15, 2019

  
\_\_\_\_\_  
Landlord  
Christopher B Corey

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

  
\_\_\_\_\_  
Tenant Christopher B Corey  
Owner, Cosmic SeaWeed, LLC

  
\_\_\_\_\_  
Tenant Christina A Logan  
Owner, Cosmic SeaWeed, LLC

# HOMER TRIBUNE

CASE/PO/AIO: Chris Logan  
AD# or identifier: Cosmic SeaWeed LLC applying for new Retail  
Marijuana Store license #21417, dba Cosmic SeaWeed LLC

REMIT TO: Anchorage Daily News  
300 W 31<sup>st</sup> Ave  
Anchorage, AK 99503  
Ph: (907) 257-4251  
Fax: (907) 279-7579

Invoice #: 1500

## AFFIDAVIT OF PUBLICATION

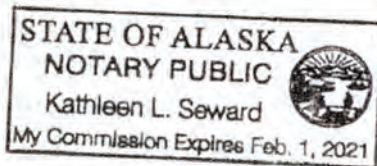
UNITED STATES OF AMERICA  
STATE OF ALASKA, THIRD DISTRICT BEFORE ME, THE  
UNDERSIGNED, A NOTARY PUBLIC, THIS DAY PERSONALLY  
APPEARED Jada Nowling WHO, BEING FIRST DULY  
SWORN, ACCORDING TO LAW, SAYS THAT S/HE IS Sales  
Manager OF The Homer Tribune PUBLISHED AT 300 W  
31<sup>st</sup> Ave, Anchorage, AK, for Homer, AK and vicinity IN  
SAID THIRD DISTRICT AND STATE OF ALASKA AND THAT  
THE ADVERTISEMENT, OF WHICH THE ANNEXED OR  
ATTACHED IS A TRUE COPY, WHICH WAS PUBLISHED IN  
SAID PUBLICATION 5/16/19 AND  
THEREAFTER FOR A TOTAL OF 3 CONSECUTIVE  
ISSUE(S), THE LAST PUBLICATION APPEARING ON  
5/30/19

ATTACH PROOF OF PUBLICATION HERE

Jada Nowling  
JADA NOWLING  
SALES MANAGER

SUBSCRIBED AND SWORN BEFORE ME THIS 17<sup>th</sup>  
day of July, 20 19

Kathleen L Seward  
KATHLEEN L SEWARD  
NOTARY PUBLIC STATE OF ALASKA  
MY COMMISSION EXPIRES ON FEBRUARY 1, 2021





**ANCHORAGE DAILY NEWS****Invoice**

300 W 31st Ave  
 Anchorage, Alaska 99503  
 907-257-4251 / 907-279-7579 fax  
 kseward@adn.com

Date	Invoice #
5/30/2019	1500

Bill To

Chris Logan  
 272 Charles Way  
 Homer, AK 99603

**PAID**  
**05/14/2019**



P.O. No.		Terms	Prepaid	Due Date	5/30/2019	Rep	TLD
Quantity	Item	Description	Rate	Class	Issue Date	Amount	
134	Class/Legal ...	134 Word Classified/Legal Word Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Retail Marijuana Store license #21417, dba Cosmic SeaWeed LLC	0.55	HT	5/16/2019	73.70	
134	Class/Legal ...	134 Word Classified/Legal Word Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Retail Marijuana Store license #21417, dba Cosmic SeaWeed LLC	0.55	HT	5/23/2019	73.70	
134	Class/Legal ...	134 Word Classified/Legal Word Advertisement Homer Tribune: Cosmic SeaWeed LLC applying for new Retail Marijuana Store license #21417, dba Cosmic SeaWeed LLC	0.55	HT	5/30/2019	73.70	
1	Affidavit	Affidavit Fee	5.50	HT	5/30/2019	5.50	
1	Internet Surc...	Internet Surcharge Email invoice, affidavit & tear sheet to chrisloganrn@hotmail.com prior to mailing the originals	10.00	HT	5/30/2019	10.00	
It's been a pleasure doing business with you!				Total		\$236.60	
Make checks payable to Anchorage Daily News. Tax ID 37-1869203				Payments/Credits		-\$236.60	
PLEASE CONTACT ACCOUNTING AT 907-257-4251 FOR ALL QUESTIONS REGARDING THIS INVOICE. OR YOU CAN EMAIL ALL QUESTIONS TO KSEWARD@ADN.COM				Balance Due		\$0.00	



# CLASSIFIEDS & LEGAL

55¢/word

Page 12

Anchorage Daily News • 300 W. 31st Ave. • Anchorage, Alaska 99503 • (907) 299-2357 • Fax: (800) 770-0822 • Terri@homertribune.com

May 30, 2019

## EMPLOYMENT

Uncle Herb's is hiring for Retail Customer Service personnel. To apply please email info@uncleherbsak.com or deliver a resume with cover letter to the store location at 1213 Ocean Drive.

## FOR RENT

Two private office spaces available at 1379 East End Rd. \$500 and \$1000 each including heat, water and power. Call 907-399-1064.

## PUBLIC NOTICE

Cosmic SeaWeed, LLC is applying under 3 AAC 306.300 for a new Retail Marijuana Store license, license #21417, doing business as COSMIC SEAWEED, LLC, located at 261 East Bunnell Ave, Homer, AK, 99603, UNITED STATES. Interested persons may object to the application by submitting a written statement of reasons for the objection to their local government, the applicant, and the Alcohol & Marijuana Control Office (AMCO) not later than 30 days after the director has determined the application to be complete and has given written notice to the local government. Once an application is determined to be complete, the objection deadline and a copy of the application will be posted on AMCO's website at <https://www.commerce.alaska.gov/web/amco>. Objections should be sent to AMCO at [marijuana.licensing@alaska.gov](mailto:marijuana.licensing@alaska.gov) or to 550 W 7th Ave, Suite 1600, Anchorage, AK 99501.

## BUYING RUBARB

BUYING RUBARB by the pound. Bear Creek Winery needs your rhubarb. Accepting deliveries between 10am and 12 noon or call ahead. Call or Stop by, 235-8484.

## SALE

Garage Sale ads are now

# FREE

up to 25 words!  
Email Terri to find out more!  
[terri@homertribune.com](mailto:terri@homertribune.com)

## MARINE

**Alaska Boats  
& Permits, Inc.**

[www.alaskaboat.com](http://www.alaskaboat.com)  
235-4966

## Worship Services of Homer

### Calvary Chapel Homer

At West Homer Elementary  
995 Soundview Avenue

Phone: 208-963-2081

• Service time: 10:00 am

### Faith Lutheran Church

Corner of Sterling Hwy and Soundview Ave  
(Across from W. Homer Elementary)

Preschool Director: Kristi Wickstrom

Phone: 907-235-7600

• Service time: 9:30am  
• Sunday School & Bible Study: 11:15 am  
Seldovia Worship: First and Third Sunday  
3:30 pm

### St. Augustine's Episcopal Church

619 Sterling Highway

[www.SaintAugustinesHomer.org](http://www.SaintAugustinesHomer.org)

Phone: 907-235-1225

• Service time: 11:00 am  
• Holy Eucharist with Rev. Judith Lethin,  
1st Sunday every month  
• Soup Sunday, 3rd Sunday every month

### Church of the Nazarene

3980 Hunter Street

(off Baycrest Hill - Past the Salvation Army)

Phone: 907-235-8747

• Service time: 10:00 am

# YOUR AD HERE



[ADS@REPORTALASKA.COM](mailto:ADS@REPORTALASKA.COM)

# HOMER TRIBUNE

**CAN'T UNSEE IT**

*Meow that's  
QUALITY  
Advertising!*

**TERRI@**  
HOMERTRIBUNE.COM  
**TRIBUNE**



Community newspapers  
the original social networking site



137

Received by AMCO 6.3.19



## Office of the Borough Clerk

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

Johni Blankenship, MMC  
Borough Clerk

August 22, 2019

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

City of Homer Clerk  
Homer City Hall

RE: Renewal Application for Marijuana Product Manufacturing Facility

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

Dear Ms. Jacobsen,

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

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

Sincerely,

Johni Blankenship, MMC  
Borough Clerk

JB/TS

Encl.

cc: cosmicseaweed@gmail.com

**ORDINANCE REFERENCE SHEET**  
**2019 ORDINANCE**  
**ORDINANCE 19-39**

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code 1.16.040, Disposition of Scheduled Offences-Fines Schedule.

Sponsor: Lord/Venuti.

1. City Council Regular Meeting August 26, 2019 Introduction





CITY OF HOMER  
HOMER, ALASKA

Lord/Venuti

ORDINANCE 19-39

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING HOMER CITY CODE 1.16.040, DISPOSITION OF  
SCHEDULED OFFENSES-FINES SCHEDULE.

WHEREAS, The Port and Harbor Advisory Commission has reviewed and considered changes to Tariff No. 1 relating to Barge Ramp use by small vessels through five regular meetings, a worksession, and facilitating public comments; and

WHEREAS, Resolution 19-0xx amends Harbor Tariff No. 1 and the City Fee Schedule to amend wharfage and Barge Ramp fees for ensuring equitable distribution of rates and fees for the use and maintenance of harbor facilities; and

WHEREAS, Regarding adoption of the proposed changes to Harbor Tariff No. 1, Homer City Code 1.08.005(c) states that an Ordinance is required when a City action provides for a fine or other penalty, or establishes rules and regulations for a violation of which a fine or other penalty is imposed.

NOW, THEREFORE, The City of Homer Ordains:

Section 1. Subsection (c) of Homer City Code 1.16.040, Disposition of scheduled offenses- fine schedule, is amended by adding new lines to read as follows:

HCC 10.04.035	Going dry/causing blockage or restricted access to the Barge Ramp	\$150.00 /per tide cycle
HCC 10.04.035	Commercial loading at the Load and Launch Ramp during the hours of 6am-6pm Memorial Day to Labor Day	\$100 /per occurrence

Section 2. This ordinance is of a permanent and general character and shall be included in Homer City Code.

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF HOMER

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

ATTEST:

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

YES:

NO:

ABSTAIN:

ABSENT:

First Reading:

Public Hearing:

Second Reading:

Effective Date:

Reviewed and approved as to form.

\_\_\_\_\_  
Katie Koester, City Manager

\_\_\_\_\_  
Holly Wells, City Attorney

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

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





## Memorandum 19-102

TO: HOMER CITY COUNCIL

THRU: KATIE KOESTER, CITY MANAGER

FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER

DATE: AUGUST 6, 2019

SUBJECT: MEMORANDIUM TO COUNCIL RE: RESOLUTION 19-052 & ORDINANCE 19-39 -  
PROPOSED CHANGES TO TARIFF NO. 1 REGARDING BARGE RAMP USE AND  
WHARFAGE

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### Re: Homer harbor's barge ramp and the fleet of small landing craft

The barge ramp was designed for the large landing craft to load across and the landing fee and wharfage rates are a fair access fee for this size class of vessel. This becomes clearer when you realize that a single large landing craft load-out may take hours to accomplish and involves a large amount of uplands space for temporary laydown. However, in Homer, there are a growing number of small vessels that use the barge ramp and/or the Load and Launch ramp to load supplies. This small vessel fleet's use of the ramps are generally of short duration, load a small amount of cargo (comparatively), and the operators have been good about working around the large landing crafts load-outs so as not to interfere with large landing craft's priority use of the barge ramp facility.

The current beach / barge ramp landing fee is \$1.50 per foot per landing. The Wharfage for the beach / barge ramp is \$5.14 per ton for N.O.S. (not otherwise specified) freight. Harbor officers see the landing occurring and record the event on our Harbor Check Form. Harbor admin staff then bills the landing fee every morning from the day before. The wharfage is self-reported by the vessel every month. The form is completed and sent in with payment.

The smaller vessels have reported difficulty with tracking and implementing the self-reported wharfage, both with the reporting itself and with the ability to separate out the month end bill to distribute the cost between their customers who received and used their service. Consequently, wharfage is not being reported and equitable implementation of the Tariff rates for all vessels is not occurring.

I am recommending a change in our Tariff #1 to better capture the use of our barge ramp facility by this fleet and find a consistent approach towards managing an equitable rate for the use. Implementation of these changes would be Jan 1 2020.

- **Proposed Change #1-** To remove the self-reporting requirement for vessels under 50 ft. and instead apply a standard 1 ton of wharfage for vessels under or equal to 36 ft. and a standard 2 tons of wharfage for vessels between 37 ft. and 49 ft. per each barge ramp/beach landing.

#### Landing and Wharfage fees

0>36' = landing fee of 1.50 per ft. + one ton of wharfage (\$5.14), per landing

37>50' = landing fee of 1.50 per ft. + two tons of wharfage (2 x \$5.14 = \$10.28), per landing

Vessels over 50' are required to report and pay for wharfage monthly at tariffed rate.

- ✓ Removes the requirement for self-reporting from small vessels and provides a pre-determined, known fee amount for utilizing barge ramp services that can be planned for/accurately billed out to customers contracting services from the vessel.
- ✓ The set wharfage ensures that all vessel users equitably pay for use of the same received services

➤ **Proposed Change #2-** An Annual Barge Ramp Pass for vessels under 50' (Jan 1-Dec 31) and a "Priority Use" granted to vessels over 50'

As the Tariff now stands each vessel, regardless of size, is charged the landing fee of \$1.50 per ft + wharfage for each landing and use of the barge ramp facility. During the review of the proposed wharfage tracking changes at the Port and Harbor Advisory Commission meeting, public comment from some of the smaller vessel owners stated that, should the current tariff be enforced equitably and they be charged for each use of the barge ramp as the Tariff states, they would find it too expensive for their businesses. They pointed to the smaller tonnage of cargo they transport and the shorter, more flexible, use of the barge ramp as possible justifications for an offered Annual Pass, similar to the L&L ramp.

Annual Pass for Vessels under 50'

Annual Pass for Vessels under 50' = single landing + wharfage x 10\*\*

\*\* 10 uses is the current established quantity that equals a seasonal Load & Launch Pass

- ✓ Annual Pass cost uses current LOA of vessel accounting for all vessel lengths equitably.
- ✓ Mathematical formula for annual pass can be represented with current billing software management systems
- ✓ Gives a less expensive option to small vessels that use the barge ramp for frequent cargo loading/unloading.
- ✓ Gives preferential use and scheduling to larger vessels that use the barge ramp

➤ **Proposed Change #3-** Allowed Commercial Loading (cargo totaling 500 lbs. or more) at the Load and Launch ramp on off peak hours (from 6pm-6am Memorial to Labor Day).

- ✓ Provides a secondary location for small vessels to load commercial cargo if the barge ramp is being utilized.
- ✓ Restriction to off peak hours allows for primary use to remain as a Load & Launch Ramp and maintains our agreement with AKF&G regarding L&L use.
- ✓ Commercial Loading(500lbs or more) at the L&L Ramp will be subject to the same fees as utilizing the Barge Ramp facility
- ✓ Loading of cargo/items with a total under 500lbs shall fall under normal use of the Load and Launch ramp with applicable L&L fees/access.

On June 26 2019, The Port and Harbor Advisory Commission evaluated and made a motion to approve the proposed changes to Tariff No. 1. Below is an excerpt from the June 26 2019 minutes:

## **PENDING BUSINESS**

- A. Barge Ramp Tariff Charges
  - i. Memo from Port Director Hawkins Re: Barge Ramp Tariff Changes Questions
  - ii. Memo dated May 15, 2019 Re: Proposed Change in Tariff No. 1 for Barge Ramp Use by Small Vessels

Chair Zimmerman opened the floor for discussion. Commissioner Ulmer voiced her support for the revised tariff changes and recognized staff's efforts.

ULMER/STOCKBURGER MOVED TO SUPPORT THE PROPOSED CHANGES AND RECOMMEND CITY COUNCIL APPROVE THE PROPOSED CHANGES TO TARIFF NO. 1 AND AMMENDMENTS TO THE CITY OF HOMER'S DISPOSITION OF SCHEDULED OFFENSES-FINE SCHEDULE

Chair Zimmerman asked if there were any other changes made to the proposed tariff rates since the last meeting. Port Director/Harbormaster Hawkins responded there were no additional changes, just better clarification based on the commission's previous meeting and concerns raised by public testimony. There was discussion on what was being agreed on and how it would apply to the Barge Ramp users in the harbor.

VOTE: YES: HARTLEY, ULMER, DONICH, CARROLL, ZEISET, STOCKBURGER, ZIMMERMAN  
Motion carried.

These changes help to ensure the most efficient use of our barge ramp facility by this changing, expanding fleet. They also help to find a consistent approach towards managing an equitable rate for the use. As harbor facilities become increasingly utilized by more and more vessels, ensuring equitable rates for all users and the most efficient use of the services available becomes paramount.

### **Staff Recommendation:**

Adopt Resolution 19-052 formally authorizing changes to the Homer Tariff No. 1, and approve and adopt Ordinance 19-39 to amend Homer City Code section 1.16.040, Disposition of Scheduled Offenses- Fine Schedule.





**CITY OF HOMER  
HOMER, ALASKA**

Lord/Venuti

**RESOLUTION 19-052**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE HOMER TARIFF NO. 1 AND THE CITY OF HOMER  
FEE SCHEDULE UNDER RULE 34. SMALL BOAT HARBOR PUBLIC  
LAUNCH RAMP AND 37. BEACHES AND BARGE RAMP FOR BARGE  
RAMP USE BY SMALL VESSELS.

WHEREAS, There are a growing number of small vessels that use the Barge Ramp and/or  
the Load and Launch ramp to load supplies; and

WHEREAS, Smaller vessels have reported difficulty with tracking and implementing the  
self-reported wharfage, and consequently it is not being reported and equitable implantation  
of the Tariff rates for all vessels is not occurring; and

WHEREAS, The Port and Harbor Advisory Commission has reviewed and considered  
changes to Tariff No. 1 relating to Barge Ramp use by small vessels through five regular  
meetings, a work session, and facilitating public comments; and

WHEREAS, These amendments to Homer Tariff No. 1 will better capture the use of our  
barge ramp facility by this fleet and find a consistent approach towards managing an equitable  
rate for the use.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, amends the  
Homer Tariff No. 1 and the City Fee Schedule as follows:

**RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP**

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The  
principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An  
authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplies or  
materials. . Rate for a single launch is \$13.00 plus the addition of a \$7 levied parking impact fee for a  
total of \$20.00(see also 12.09) ; a season pass covering April 1 to October 15 is \$130.00 with the addition  
of a \$70 levied parking impact fee for a total of \$200.00(see also 12.09). The person who is obligated to  
pay the fee for using the load and launch ramp must make the ticket verifying payment available upon  
request, or display the seasonal permit on the port side of the permit holder's vessel. There is a \$20.00  
per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps. Reserved  
stall holders are exempt from launch fees for the vessel assigned to and registered to the stall only, not  
for other boats owned by the same individual. At the Harbormaster's discretion, reasonable  
restrictions may be placed on the use of the public launch ramp.

**34.02. COMMERCIAL LOADING - Commercial loading shall be defined as loading any amount of materials that exceed a total weight of 500 lbs. Commercial Loading at the Load and Launch Ramp shall be subject to the same use, application of fees, and charges as the Beaches and Barge Ramp. See Rule 37 Beaches and Barge Ramp Section 37.01 Use, 37.02 Application of Fees, and Section 37.03 Charges.**

**To avoid congestion at the Load and Launch Ramp during peak months, load and launch activities will be prioritized and commercial loading at the load and launch ramp will be restricted to the evening hours of 6pm to 6am from Memorial Day to Labor Day. Any commercial loading, not pre-approved by the harbormaster that occurs during the hours of 6am to 6pm from Memorial Day to Labor Day will be prohibited and violators will be charged a penalty of \$100 per occurrence.**

#### RULE 37 – BEACHES AND BARGE RAMP

37.01. USE – The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. At the Harbormaster’s discretion, reasonable restrictions may be placed on the use of the beach and barge ramp. Congestion, risk of loss of public or private property and public safety and/or response may result in restrictions. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

**37.01 (b) Any vessel over 50’ in length will have priority use of the barge ramp facility and, depending on need, may be required to schedule use in order to avoid conflicts. All other users must work around the priority vessel use and schedule.**

**Any vessel going dry on the barge ramp, and thereby causing blockage or restricted access to the ramp, without permission/approval of the harbormaster’s office, shall be charged a penalty of \$150 per tide cycle.**

37.02 APPLICATION OF FEES – The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is \$1.50 per landing. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance. **Additionally, an annual pass covering from January 1 to December 31 of each year is available for vessels under 50’ at the following rate:**

**Annual Pass for vessels under 50’ = single landing + wharfage x 10**

37.03 CHARGES – Wharfage rates shall also apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances. **A flat rate fee of one ton wharfage per landing will be applied to vessels under or equal to 36’ using the beaches or barge ramp. Vessels from 37’ to 50’ using the**



**beaches or barge ramp will be charged a flat rate of two tons wharfage per landing. Vessels over 50' are required to report and pay for wharfage monthly at tariffed rate.** See Wharfage, Section I, Rule 13.

37.04. DAMAGE – The user of any beach area or barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by Harbor staff. The costs incurred by the Harbor staff will be fully charged to the beach user. Labor rate for the Harbor staff will be one hundred and two dollars (\$102.00 USD) per hour per person, plus appropriate equipment rental and material costs.

37.05. PROHIBITIONS – Sandblasting of vessels is not permitted on City beaches or barge ramps; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach, ramp, on the tidelands or uplands.

PASSED AND ADOPTED by the Homer City Council this \_\_\_\_ day of\_\_\_\_\_, 2019.

CITY OF HOMER

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

ATTEST:

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

Fiscal note: N/A



**CITY OF HOMER  
HOMER, ALASKA**

Aderhold/Venuti

**RESOLUTION 19-053**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
AMENDING THE HOMER PUBLIC LIBRARY LIBRARY CARD  
REGISTRATION POLICY TO CHANGE LIBRARY CARD RENEWAL TO  
EVERY TWO YEARS AND ADD ACCEPTED RESIDENCY  
DOCUMENTATION.

WHEREAS, The Homer Public Library Library Card Policy was last updated in 2016; and

WHEREAS, Under current policy library cards must be renewed annually; and

WHEREAS, Amending the renewal period to every two years will ..... ; and

WHEREAS, Applicants must provide proof of residency or land ownership in the library  
service area; and

WHEREAS, It is reasonable to allow patrons to prove their residency with a lease  
agreement or rent bill, as an alternative to the other documentation already accepted; and

WHEREAS, The amended policy is included as attachment A.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, hereby  
amends the Homer Public Library Library Card Registration Policy to a two year renewal  
requirement.

PASSED AND ADOPTED by the Homer City Council this 26<sup>th</sup> day of August, 2019.

CITY OF HOMER

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

ATTEST:

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

Fiscal note: N/A







## City of Homer

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

## Homer Public Library

500 Hazel Avenue  
Homer, AK 99603

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

(p) (907)-235-3180

(f) (907)-235-3136

### Memorandum 19-103

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

THROUGH: KATIE KOESTER, CITY MANAGER

FROM: DAVID BERRY, LIBRARY DIRECTOR

DATE: AUGUST 9, 2019

SUBJECT: REVISED PATRON REGISTRATION POLICY

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Library staff have recommended some changes to our existing Patron Registration Policy. The two revisions are:

1. Shifting the library card renewal period from one year to two;
2. Allowing patrons to prove their residency with a lease agreement or rent bill, as an alternative to the other documentation already accepted.

Both these changes will improve service and reduce inconvenience for patrons and staff.

The Library Advisory Board discussed this at their regular meeting on August 6, 2019 and approved the revisions as written.

#### RECOMMENDATION

Approve Resolution 19-053 adopting these changes to the existing Patron Registration Policy.





**CITY OF HOMER  
HOMER, ALASKA**

City Clerk

**RESOLUTION 19-054**

A RESOLUTION OF THE HOMER CITY COUNCIL AWARDING THE CONTRACT FOR REAL ESTATE BROKER SERVICES TO THE FIRM OF HOMER REAL ESTATE OF HOMER, ALASKA, FOR A PERIOD OF THREE YEARS WITH OPTION TO EXTEND, COMPENSATING THE BROKER 10% COMMISSION FEE FOR EACH LAND SALE AND UP TO 6% FOR EACH IMPROVED PROPERTY SALE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, In accordance with the Procurement Policy the Invitation to Bid was advertised in the Homer News on June 27, 2019 and July 4, 2019, sent to an in-state plans room, and posted on the Clerk's home page; and

WHEREAS, Bids were due on July 29, 2019; and

WHEREAS, One bid was received from Homer Real Estate and was determined to be a responsive and responsible bidder to complete the work; 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, approves the contract award for Real Estate Broker Services to the firm of Homer Real Estate of Homer, Alaska, for a period of three years with option to extend, compensating the broker 10% commission fee for each land sale and up to 6% for each improved property sale and authorizes the City Manager to execute the appropriate documents.

PASSED AND ADOPTED by the Homer City Council this 26<sup>th</sup> day of August, 2019.

CITY OF HOMER

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

ATTEST:

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

Fiscal Note: Commission fees for each property sold.





# 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 19-107

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: AUGUST 21, 2019

SUBJECT: AWARD OF CONTRACT FOR REAL ESTATE BROKER SERVICES

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The request for proposals for Real Estate Broker Services was issued June 27, 2019 to enter into a contract to facilitate and dispose of real property owned by the City of Homer and to provide consultation services on matters related to the management of public property.

A proposal was submitted by Homer Real Estate of Homer, Alaska.

The submittal was evaluated by a review committee that consisted of City Clerk Jacobsen, Executive Administrative Assistant Friedlander, and Planning Technician Brown to ensure it included the required information and met the criteria outlined in the RFP. The selection criteria included:

1. Ability of the contractor(s) to meet or exceed the requirements defined in the RFP;
2. Experience, qualifications, references;
3. Knowledge of regional real estate market and ability to market to prospects beyond the region;
4. Regional reputation and local presences/experience;
5. Fee schedule; and
6. Willingness to think "outside the box" and present innovative ideas for marketing or managing City owned properties.

The selection committee reviewed and discussed the proposer's experience and the potential benefits of a Real Estate Broker for the City.

Homer Real Estate was found to be compliant, able to fulfill the scope of work identified, and outlined a fee schedule consistent with local real estate percentages.

**RECOMMENDATION:** Adopt a Resolution awarding the contract for Real Estate Broker Services for the City of Homer to Homer Real Estate, of Homer, Alaska.





**CITY OF HOMER  
HOMER, ALASKA**

Aderhold

**RESOLUTION 19-055**

A RESOLUTION OF THE CITY COUNCIL OF HOMER, ALASKA,  
CONFIRMING THE AMERICANS WITH DISABILITIES ACT (ADA)  
COMPLIANCE COMMITTEE AS A STANDING COMMITTEE OF  
THE CITY COUNCIL.

WHEREAS, Resolution 16-019 established the Americans with Disabilities Act (ADA) Compliance Committee and defined its scope of work; and

WHEREAS, The ADA Compliance Committee has completed a bulk of their initial scope of work by developing a Grievance Procedure, performing self-evaluations and developing a Transition Plan for those facilities; and

WHEREAS, Resolution 16-019 resolved that the Committee will establish its own work schedule and remain in effect to review any new programs, activities, and services within the City of Homer; and

WHEREAS, Self-evaluation and Transition Planning needs to be considered and established in other areas such as City parks and trails, camp grounds, and programs; and

WHEREAS, Throughout the course of the Committee's work to date it has been realized that establishing ADA compliance throughout the City is, and will continue to be an ongoing process; and

WHEREAS, Resolution 17-075(A) reinforced the City's commitment toward becoming a City that is universally accessible to all.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Homer, Alaska, confirms the ADA Compliance Committee is a standing committee of the City Council.

BE IT FURTHER RESOLVED that the Committee membership shall be one member of the City Council, and four members of the community, two of those members shall reside within the City of Homer and the City's ADA Coordinator will serve as the staff liaison and prepare the meeting synopsis.

BE IT FURTHER RESOLVED that Committee members terms shall be for three years and current membership will be set with two members appointed for three years, two members for two years, and the Councilmembers appointment will expire with their council term, and may request re-appointment when elected to another term.

BE IT FURTHER RESOLVED the scope of work shall include:

- Review and evaluate new programs, activities, services, and facilities within the City of Homer in accordance with ADA Title 2 Subpart D- Program Accessibility § 35.150 Existing Facilities, (d) Transition Plan.
- Review and recommend updates to the City's Transition Plan at least annually.

BE IT FURTHER RESOLVED that the Committee shall meet on the 2<sup>nd</sup> Thursday in the months of April, May, June, July, October, November, and may call additional meetings as needed.

PASSED AND ADOPTED by the Homer City Council this 26<sup>th</sup> day of August, 2019.

CITY OF HOMER

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KEN CASTNER, MAYOR

ATTEST:

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MELISSA JACOBSEN, MMC, CITY CLERK

Fiscal note: Staff time and advertising.



**CITY OF HOMER  
HOMER, ALASKA**

City Manager

**RESOLUTION 19-056**

A RESOLUTION OF THE HOMER CITY COUNCIL APPROVING A  
NONCOMPETITIVE FORTY-TWO MONTH SHORT-TERM  
SUBLEASE AT THE HOMER AIRPORT TERMINAL WITH PIONEER  
CAR RENTAL, INC. AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE THE APPROPRIATE DOCUMENTS.

WHEREAS, The current sublease between Pioneer Car Rental, Inc. and the City at the  
Homer Airport Terminal is set to expire September 30, 2019; and

WHEREAS, Pioneer Car Rental, Inc. has requested a new sublease with the City for the  
existing counter and parking spaces the company currently uses; and

WHEREAS, The prime lease held between the City and the State of Alaska Department  
of Transportation and Public Facilities (DOT&PF) will terminate March 30, 2023 and all City  
subleases must also terminate by that date; and

WHEREAS, DOT&PF only permits the City to enter into sublease arrangements at the  
Homer Airport Terminal with a maximum lease term length of five years however the City can  
only offer a forty-two month sublease given the prime lease's termination date; and

WHEREAS, HCC 18.08.040(c) states short term leases are not required to go through the  
competitive bidding process unless the short-term lease would result in the lease of City-owned  
property to the same lessee for more than one consecutive year; and

WHEREAS, HCC 18.08.130 (a) states Council, upon written recommendation by the City  
Manager, may exempt the renewal of a lease from competitive bidding if Council finds such  
exemption serves the City's best interests; and

WHEREAS, Pioneer Car Rental Inc. has been in good standing with the City as a yearlong  
tenant contributing between \$30,000 to \$40,000 in annual revenue income since at least 2016;  
and

WHEREAS, The City issued a Request for Proposals to lease comparable space at the  
Homer Airport Terminal in 2017 and no bids were received; and

WHEREAS, Comparable counter space adjacent to Pioneer Car Rental, Inc. has  
been available for sublease with no public interest received; and

WHEREAS, It is in the City's best interest to retain Pioneer Car Rental, Inc. as a year-  
round, high-grossing tenant until March 30, 2023.

46  
47 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council hereby approves a  
48 noncompetitive forty-two month short term sublease effective October 1, 2019 through March  
49 30, 2023 at the Homer Airport Terminal for Concession Space #123 (111 square feet) and 20  
50 parking spaces to Pioneer Car Rental, Inc. at a minimum annual rate of \$2 per square foot of  
51 counter space and 10% gross sales, but in no case shall the gross sales be lower than \$500 per  
52 month, and authorizes the City Manager to execute the appropriate documents.

53  
54 PASSED AND ADOPTED by the Homer City Council this 26<sup>th</sup> day of August, 2019.

55  
56 CITY OF HOMER

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59 \_\_\_\_\_  
60 KEN CASTNER, MAYOR

61 ATTEST:

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

66  
67 Fiscal note: Minimum annual lease fee of \$2 per square foot of counter space and 10% gross  
68 sales into account number 100-0045-4657

**HOMER AIRPORT TERMINAL  
PIONEER CAR RENTAL INC. SUBLEASE**

SUBLEASE dated as of \_\_\_\_\_, 2019, between the CITY OF HOMER, an Alaska Municipal Corporation ("Sublessor"), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Pioneer Car Rental Inc., a Business Corporation ("Sublessee"), whose address is PO Box 249, Homer, AK 99603.

The City is Lessee in a lease agreement ("Prime Lease") affecting the property dated both October 6, 1992 and March 3, 1993, the agreement of which has been recorded in the Homer Recording District under Document No. 1993-001154-0, also known as Lease Agreement No.ADA-06600, between the State of Alaska, Department of Transportation and Public Facilities ("Lessor"), and the City of Homer ("Lessee), as amended by Supplement No. 1 dated February 28, 2002, and may be further amended from time to time to which all the terms, covenants, and conditions of this Sublease are subject to. Sublessee will fully comply with all covenants, provisions, conditions, and terms of that Prime Lease.

**CITY AND SUBLESSEE AGREE AS FOLLOWS:**

**1. DESCRIPTION.** City subleases to Sublessee and Sublessee subleases from City the premises consisting of 111 square feet of indoor space at the Homer Airport Terminal Building ("Building") and 20 parking spots outside of the Building as more fully described and/or depicted on Exhibit A ("Leased Premises") located on Lot 5A, Block 800, HOMER AIRPORT TRACTS for the term, the rent, and subject to the covenants and conditions hereinafter provided. Of the parking spaces outside the building, two spaces are designated for Sublessee employee parking. Sublessee employees shall not park in other spaces in the Airport Terminal parking lot.

The City has also set aside three additional parking spaces adjacent to leased parking for incidental use by the Sublessee. If it is determined the Sublessee requires use of these three additional spaces, the description and rent of this Sublease will be amended accordingly. If the Sublease has not been amended to incorporate the three parking spaces, they will be available for City use.

The Sublessee will also have access to the Common Use Areas for Sublesses more fully described and/or depicted on Exhibit A ("Common Use Areas"). This Sublease confers no rights either with regard to the subsurface of the land below the floor level of the Leased Premises or with regard to airspace above the ceiling of the Leased Premises. The Homer Airport Terminal is not a 24/7 access building.

**2. TERM.** (a) The term of this Sublease shall commence on October 1, 2019, and shall end on March 30, 2023, unless sooner terminated as hereinafter provided.

(b) In any event, Sublessee may not occupy the Premises before DOT/PF consents to this Sublease in writing. If City is unable to deliver possession of the Premises by the date specified for the commencement of the term of this Sublease as a result of causes beyond its reasonable control, including without limitation any failure or delay in obtaining the consent of DOT/PF, City shall not be liable for any damage caused by failing to deliver possession, this Sublease shall not be void or voidable, and the term of this Sublease shall not be extended by the delay. The Sublessee shall not be liable for rent until City delivers possession of the Premises to Sublessee, but shall commence paying rent when City delivers possession.



**3. RENT.** Sublessee shall pay to City as annual rent, without deduction, setoff, prior notice or demand, the annual sum of \$4,452 plus taxes broken out into monthly installments of \$371 plus tax due in advance on the first day of each month. Monthly rent for the first month or portion of it shall be paid on the day the term commences.

Monthly rent for any partial month shall be prorated based on the number of days in the month. Rent not paid when due shall bear interest from the date when due at the rate of interest specified in AS 45.45.010(a) as now enacted or hereinafter amended. Rent shall be paid at the address set forth for City in the introductory paragraph of this Sublease, or as otherwise directed from time to time by notices from City.

Sublessee shall also pay the City rent equal to ten percent (10%) of Sublessee's Gross Sales ("Percentage Rent") as detailed in Exhibit B.

**4. USE OF PREMISES.** Sublessee shall use the Leased Premises for counter space for rental of vehicles, sale of personal accident insurance, and the renting and parking of rental cars and for no other use without City's consent. Sublessee agrees to comply with all federal, state and local laws, ordinances and regulations. Sublessee agrees to comply with the following rules and regulations and with such reasonable modifications thereof and additions thereto as City may hereafter from time to time make for the Building.

(a) Sublessee shall comply with all covenants, provisions, conditions, and terms of the Prime Lease.

(b) Sublessee shall not make or permit to be made any use of the premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of said Prime Lease; nor will Sublessee commit any act, either by commission or omission, which would cause City to be in default of any covenant, provision, term or condition of the Prime Lease. Sublessee hereby acknowledges receiving a copy of the Prime Lease as provided in Exhibit C.

(c) Sublessee will not make any use of the Property or the Building, nor will Sublessee make or permit to be made any use of the Premises or any part thereof which would violate any of the covenants, agreements, terms, provisions and conditions of this Sublease; which is forbidden by any federal, state or local law, ordinance or regulation; which may be dangerous to life, limb, or property; which would, in the reasonable judgment of City, in any way impair the character, reputation or appearance of the Building as an attractive and functional airport terminal building; or which would impair or interfere with or tend to impair or interfere with any of the services performed by City for the Property.

(d) Sublessee shall not exhibit, sell or offer for sale on the Premises or in the Building any article or thing except those articles and things reasonably connected with the stated use of the Premises set forth above by Sublessee without the advance consent of the City.

(e) Sublessee shall not display, inscribe, print, paint, maintain or affix in or about the Building or outside of the Premises any sign, notice, legend, direction, figure or advertisement, unless Sublessee shall first have obtained the consent of the City, and then only such names(s) and matter, and in such color, size, style, place and materials as shall first have been approved by City. City shall not unreasonably withhold prompt approval, but City's insistence on compliance with a uniform signage plan shall not be deemed unreasonable.

(f) No additional locks or similar devices shall be attached to any door or window without City's consent. No keys for any door, other than those if provided by City, shall be made. If distributed, all keys must be returned to City at the expiration or termination of this Sublease. If additional keys are requested, City will provide the same upon payment by Sublessee. Sublessee will be responsible for replacing lost or damaged keys. If keys are lost, Sublessee will be responsible for the cost of rekeying the Building and supplying new keys to staff and other tenants.

(g) Sublessee shall not overload any floor. City may direct, within reason, the time and manner of delivery, routing and removal, and the location, of safes and other heavy articles.

(h) Unless City gives consent, Sublessee shall not install or operate any steam or internal combustion engine, boiler, machinery, refrigerating or heating device or air conditioning apparatus in or about the premises, or carry on any mechanical business therein, or use the Premises for housing accommodations or lodging or sleeping purposes, or do any cooking therein, or use any illumination other than electric light, or use or authorize to be brought into the Building any inflammable fluid such as gasoline, kerosene, naphtha, and benzene, or any explosives, radioactive materials or other articles deemed extra hazardous to life, limb or property, except in a manner which would not violate any federal, state or local law, ordinance or regulation. Sublessee shall not use the Premises for any illegal or immoral purpose.

(i) The sidewalks, halls, passages, exits, and entrances ("Common Use Areas") shall not be obstructed by Sublessee or used for any purpose other than for ingress to and egress from the Premises. No Sublessee and no employees or invitees of any Sublessee shall go upon the roof of the Building.

(j) Sublessee shall not use, keep or permit to be kept any foul, explosive or noxious gas or substance in the Premises, or permit or suffer the Premises to be occupied or used in a manner unreasonably offensive or objectionable to the City or other occupants of the Building by reason of noise, odors, and/or vibrations, or unreasonably interfere in any way with other tenants or those having business therein; nor shall any animals or birds be brought in or kept in or about the Premises or the Building, unless for purposes of air transport, and then only in containers designed for transport of such animals or birds. Sublessee shall be responsible for enforcing the requirement that all animals and birds shall be kept in containers while in the Premises or the Building. Sublessee shall make all repairs and conduct all cleaning necessary as a result of the presence of birds or animals in the Premises or the Building in connection with air transport.

(k) Sublessee shall see that the doors and windows, if openable, of the Premises, are closed and securely locked before leaving the Building and must observe with strict care and caution that all water faucets or water apparatus are entirely shut off before Sublessee or Sublessee's employees leave the Building, and that all electricity shall likewise be carefully shut off so as to prevent waste or damage.

(l) In the event of any default or carelessness in performing the duties imposed by this paragraph, Sublessee shall make good all resulting injuries or losses sustained by other sublessees or occupants of the Building and City. In addition to all other liabilities for breach of any covenant of this paragraph, the Sublessee shall pay to the City an amount equal to any increase in insurance premiums payable by the City or any other tenant in the building, caused by such breach, but City shall have the burden of proving by a preponderance of the evidence that such increase is directly attributable to such breach.

**5. SECURITY DEPOSIT.** The Sublessee has on file with City at the time of execution of this Sublease the sum of \$1,000.00 as a security deposit for the performance by Sublessee of the provisions of this Sublease. If Sublessee is in default, City can use the security deposit, or any portion of it, to cure the default or to compensate City for all damage sustained by City resulting from Sublessee's default. Sublessee shall immediately upon demand pay to City a sum equal to the portion of the security deposit expended or applied by City as provided in this paragraph so as to maintain the security deposit in the sum initially deposited with City. Sublessee's failure to do so within five (5) days after demand by City shall be a default under this Sublease. If Sublessee is not in default at the expiration or termination of this Sublease, City shall return the security deposit to Sublessee. City's obligation with respect to the security deposit are those of a debtor and not those of a trustee or fiduciary. City may maintain the security deposit separate and apart from City's general funds or co-mingle the security deposit with City's general funds. City shall not be required to pay Sublessee interest on the security deposit. If City is required by law to maintain the security deposit in an interest bearing account, City shall be entitled to receive and retain the maximum amount permitted under applicable law as a bookkeeping and administrative charge.

**6. UTILITIES AND SERVICES.** City shall furnish to the Premises, at City's expense, except as otherwise provided in this Sublease, reasonable quantities of electricity and heat as required for Sublessee's use. City shall furnish water, sewer and garbage removal service to the Building, at City's expense; however, Sublessee shall be responsible for cleaning the Leased Premises and taking its garbage to dumpsters provided for the Building. If City is required to construct new or additional utility installations including, without limitation, wiring, plumbing, conduits and mains, resulting from Sublessee's changed or increased utility requirements, Sublessee shall, on demand, pay to City the total cost of these items. If Sublessee causes City services such as janitorial services to exceed the normal and scheduled service already provided to the Building, Sublessee will be responsible for the costs incurred by the City to provide this additional service. City shall not be liable for failure to furnish utilities to the Premises when the failure results from causes beyond City's reasonable control, but in case of such failure City will take all reasonable steps to restore the interrupted utilities. Any such interruption of utilities shall never be deemed an eviction or disturbance of Sublessee's use and possession of the Premises, or any part thereof, or give Sublessee any right to abatement of rent, or otherwise relieve Sublessee from performance of any of Sublessee's obligations under this Sublease, except that Sublessee's obligation to pay rent shall be abated to the extent that any such interruption of the utilities exceeds fifteen (15) days. Sublessee shall pay for all telephone charges, including installation.

**7. CONDITION OF PREMISES.** Sublessee's taking possession of the Premises shall be conclusive evidence as against Sublessee that the Premises were in good order and satisfactory condition when Sublessee took possession, except as to latent defects. No promise of City to alter, remodel, repair or improve the Premises or the Building and no representation as to the condition of the Premises or the Building has been made by City to Sublessee, other than as may be contained in this Sublease or in a separate written agreement. At the termination of this Sublease, the Sublessee shall return the Premises clean and in as good order and condition as when the Sublessee took possession, ordinary wear and tear excepted, failing which the City may restore the Premises to such condition and the Sublessee shall pay the cost thereof on demand.

**8. MAINTENANCE AND REPAIRS.** City, at City's expense, shall maintain, in good condition, the structural parts of the Building which shall include only the foundation, bearing and exterior walls (excluding glass and doors to the Premises), subflooring, the unexposed electrical, plumbing and sewage systems, and the heating and ventilation system servicing the Premises. Sublessee, at Sublessee's expense, shall maintain, in good condition, the Premises, including, without



limitation, all glass, doors to the Premises, electrical and plumbing fixtures, interior walls, signs and Sublessee's personal property.

**9. PARKING AND SNOW REMOVAL.** This Sublease includes two parking spots at the Homer Airport Terminal for employee parking within the vicinity of the 20 parking spots reserved for car rental use by the Sublessee as depicted on Exhibit A. No overnight parking of employee vehicles is allowed. City shall provide snow removal in the parking area. If City, in City's sole discretion, is able to provide additional parking for employee or business vehicles, Sublessee shall pay additional rent of \$15 per month for each additional space. Additional rent is due at the same time the rent is due under paragraph 3 of the Sublease.

**10. ALTERATIONS.** (a) Sublessee shall not make any alterations to the Premises without City's prior written consent, which shall not be unreasonably withheld. Requests for approval of alterations shall be made in writing and shall include three (3) copies of the plans and specifications. The City will approve or disapprove the proposed alterations within thirty (30) days. Approval of the alterations shall not constitute a building permit, nor shall a building permit constitute approval of the alterations. Any alterations (except Sublessee's trade fixtures) shall remain on and be surrendered with the Premises on expiration or termination of this Sublease, except that City can elect at any time to require Sublessee to remove any alterations that Sublessee has made to the Premises. If City so elects, Sublessee, at Sublessee's expense, shall restore the Premises to the condition designated by City in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later. If Sublessee proceeds to make any approved alterations to the Premises as provided in this paragraph, Sublessee shall notify City no less than five (5) days prior to the commencement of the work.

(b) Sublessee shall make no improvements or construction without the prior approval of DOT/PF. Sublessee shall provide City with copies of such written approval(s) prior to commencement of any improvements or construction.

**11. MECHANICS' LIENS.** Sublessee shall pay all costs for construction done by it or caused to be done by it on the Premises as permitted by this Sublease. Sublessee shall keep the Premises, the Building, and the Property free and clear of mechanics' liens resulting from construction done by or for Sublessee. Sublessee shall have the right to test the correctness or the validity of any such lien only if, immediately on demand by City, Sublessee procures and records a lien release bond issued by a corporation authorized to issue surety bonds in the State of Alaska in an amount equal to one and one-half times the amount of the claim of lien. The bond shall meet the requirements of AS 34.35.072 and shall provide for the payment of any sum that the claimant may recover on the claim, plus interest, costs and attorney's fees.

**12. INDEMNITY.** (a) Sublessee shall protect, indemnify and hold City and DOT/PF harmless from all damages, including costs and attorneys' fees, arising out of any injury to or death of any person or damage to or destruction of property occurring to, in, on or about the Premises, Building or Property, but only to the proportionate extent such damages, costs and fees may be caused by or contributed to by fault or other legal responsibility on the part of Sublessee, its employees, authorized representative, customers, invitees, or sublessees. Notwithstanding the preceding sentence, Sublessee shall protect, indemnify and hold City and DOT/PF harmless from all damages, including costs and attorney's fees, arising out of any injury to or death of any person or damage to or destruction of property arising out of and in the course of Sublessee's cargo and/or flight time, as defined in 14 CFR Section 1.1. Notwithstanding the first sentence of this paragraph, Sublessee shall not be liable to City or its insurers for, and Sublessee's obligation to protect,

indemnify and hold City harmless shall not include any loss or damages, including costs and attorney's fees, covered and paid by City's fire insurance described in paragraph 16.

(b) Furthermore, Sublessee shall protect, defend, and indemnify and hold the State harmless to the same level and extent that the Sublessee would provide to the State if the Sublessee were a direct lessee of the State under the Prime Lease.

**13. AVIATION LIABILITY, PUBLIC LIABILITY, PROPERTY DAMAGE, WORKERS' COMPENSATION, AND OTHER INSURANCE.** (a) Sublessee, at Sublessee's expense, shall maintain airline/aircraft/airport public liability insurance with policy limits not less than that required by statute.

(b) Sublessee, at Sublessee's expense, shall maintain comprehensive general liability insurance with a single combined liability limit of not less than ONE MILLION DOLLARS (\$1,000,000.00) per person, THREE MILLION DOLLARS (\$3,000,000.00) per occurrence for personal injury or death and property damage arising from one occurrence in the amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) insuring against all liability of Sublessee, its employees, and authorized representatives, arising out of or in connection with Sublessee's use or occupancy of the Premises.

(c) All aviation and comprehensive general liability insurance policies shall insure performance by Sublessee of the indemnity provisions of paragraph 12; shall name City and DOT/PF as additional insureds; shall include a waiver of subrogation by the insurer against City and DOT/PF; and shall not contain any exclusion from coverage for Sublessee's liability for damages or loss incurred by City or DOT/PF because of their status as additional insureds.

(d) Sublessee, at Sublessee's expense, shall maintain workers' compensation insurance with policy limits not less than that required by statute.

(e) In addition to the foregoing, Sublessee must obtain and maintain such insurance covering the operations and activities of Sublessee to the same level and extent that Sublessee would be required to maintain if the Sublessee were the direct lessee of DOT/PF under the Prime Lease. Sublessee must provide to DOT/PF, with a copy to City, such binders or certificates of insurance as may be required by DOT/PF to prove compliance with this subparagraph.

**14. USE OF HAZARDOUS SUBSTANCES.** (a) Sublessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Property by Sublessee or its authorized representatives, customers, invitees or sublessees, except for such Hazardous Material as is necessary or useful to Sublessee's lawful use of the Property.

(b) Any Hazardous Material permitted on the Property as provided in this paragraph, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all laws or regulations applicable to any such Hazardous Material. Such Hazardous Material shall be handled only by properly trained personnel.

(c) Sublessee shall not discharge, leak or emit, or permit its authorized representatives, customers, invitees or sublessees to discharge, leak or emit, any material into the atmosphere, ground, sewer system or any body of water, if such material does or may, unlawfully pollute or contaminate the same, or may unlawfully adversely affect (i) the health, welfare or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the Property

or any other real or personal property. The preceding sentence only applies to Sublessee's use of and operations on the Property.

(d) If any such discharge, leak, spill, emission, or pollution (referred to in subparagraph 14(c) above) occurs upon or from the Property during the Sublease term or any holdover, Sublessee will immediately notify City and all appropriate federal, state, and local authorities, and will act immediately to contain the spill, repair any damage, absorb and clean up the spill area and restore the Property to comply with the applicable portions of any federal, state, or local law or regulation then in effect.

(e) Sublessee hereby agrees that it shall be fully liable for all costs and expenses related to the handling, use, storage and disposal of Hazardous Material brought or kept on the Property by the Sublessee, its authorized representatives, customers, invitees and sublessees, and the Sublessee shall give immediate notice to the City of any violation or suspected violation of the provisions of subparagraphs 14(a), (b), (c) and (d).

**15. INDEMNITY FOR USE OF HAZARDOUS MATERIAL.** (a) Sublessee shall protect, indemnify and hold City and DOT/PF and their officers, officials, and other employees harmless from and against any claims, demands, penalties, fines, judgments, settlements, liabilities, losses, damages, costs and expenses (including, without limitation, attorney, consultant and expert fees, court costs and other litigation expenses) (individually and collectively, "Environmental Damages") arising out of or related to (i) the presence, disposal or release of any Hazardous Material (as defined in subparagraph (c) below) on or impacting the Property; and (ii) any bodily injury (including death) or property damage (real or personal) caused by such presence, disposal or release; but only to the proportionate extent such Environmental Damages shall have been caused by or contributed to by fault or other legal responsibility on the part of Sublessee or its employees, agents, customers, invitees or contractors.

(b) City shall protect, indemnify and hold Sublessee and its directors, officers, and other employees harmless from and against any Environmental Damages arising out of or related to (i) the presence, disposal or release of any Hazardous Material on or impacting the Property; and (ii) any bodily injury (including death) or property damage (real or personal) caused by such presence, disposal or release; but only to the proportionate extent such Environmental Damages shall have been caused by or contributed to by fault or other legal responsibility on the part of City or its employees, agents, customers, invitees or contractors.

(c) For the purposes of paragraphs 14 and 15, "Hazardous Material" is defined as any substance that is toxic, ignitable, reactive, or corrosive that is regulated by any local government, the State of Alaska, or the United States government. "Hazardous Material" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to local, state or federal law, including without limitation, the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder, and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder. "Hazardous Material" also includes, but is not restricted to, asbestos, polychlorobiphenyls ("PCB's") and petroleum and petroleum products.

**16. CITY'S FIRE INSURANCE.** City shall, at City's expense, maintain on the Building a policy of fire and extended coverage insurance, with vandalism and malicious mischief endorsements, up to the full replacement value. The policy shall provide that any proceeds shall be



made payable solely to City. The "full replacement value" of the Building to be insured under this paragraph shall be determined by the insurance company issuing the policy at the time the policy is initially obtained or subsequently renewed.

Sublessee shall not use the Premises for any purpose, nor do any acts in the Premises, which will increase the existing rate of insurance on the Building or cause the cancellation of any insurance policy covering the Building, or any part thereof, nor shall Sublessee sell, or permit to be kept, used or sold, on the Premises, any article, material or substance which may be prohibited by standard form fire and extended coverage insurance policies. Sublessee shall, at Sublessee's expense, comply with any and all requirements pertaining to the Premises of any insurance organization or company, necessary for the maintenance of fire and extended coverage insurance covering the Building. Sublessee agrees to pay to City as additional rent any increase in premiums on policies which may be carried by City covering damage to the Building by fire and the perils normally included in extended coverage, but only to the extent City proves by a preponderance of the evidence that such increase is directly attributable to Sublessee's breach of the first two sentences of this subparagraph. In event of nonpayment of such additional rent, City shall have all the rights and remedies provided in this Sublease in case of nonpayment of rent.

**17. OTHER INSURANCE MATTERS.** All insurance required to be carried by Sublessee under this Sublease and the Prime Lease shall be issued by insurance companies authorized to do business in the State of Alaska with a financial rating of at least "A" as rated in the most recent edition of Best's Insurance Reports, or an equivalent rating; shall be issued as a primary policy; and shall contain an endorsement requiring twenty (20) days prior written notice from the insurance company to both parties and before cancellation or change in the coverage, scope or amount of any policy. Sublessee shall furnish insurance certificates to City and DOT/PF at the commencement of the term of this Sublease, and on renewals. Sublessee shall promptly furnish copies of each policy to City and DOT/PF upon request.

**18. TAXES AND ASSESSMENTS.** City shall pay all general and special assessments. Sublessee shall pay all real estate taxes levied on Sublessee's interest in the Premises, Building or Property.

**19. DESTRUCTION.** If, during the term of this Sublease, the Premises or the Building are totally or partially destroyed from any cause, rendering the Premises totally or partially inaccessible or unusable, City shall restore the Premises or the Building to substantially the same condition as they were in immediately before destruction, if the restoration can be made under the then existing laws and can be substantially completed within one hundred twenty (120) working days after the date of destruction. Such destruction shall not terminate this Sublease. If the restoration cannot be made in the time stated in this paragraph, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction, or within thirty (30) days after it is determined that such restoration cannot be completed within the time stated, whichever is longer, except that if such destruction resulted from Sublessee's fault or negligence, Sublessee shall have no right to terminate this Sublease. If the then existing laws do not permit the restoration, either party shall have the right to terminate this Sublease by notice to the other party given at any time within thirty (30) days after the date of such destruction.

If a portion of the Building other than the Premises shall be totally or partially destroyed from any cause such that in the reasonable opinion of the City the Building should be restored in such a way as to alter the Premises materially, City may terminate this Sublease by notice to Sublessee at anytime within thirty (30) days after the date of such destruction. In the event of giving effective

notice pursuant to this paragraph, the term of this Sublease shall expire on the date thirty (30) days after the giving of such notice as fully and completely as if such date were set forth for the expiration of the term of this Sublease. If this Sublease is not so terminated, City shall restore the Premises and the Building within a reasonable time and this Sublease shall continue in full force and effect.

If City is required or elects to restore the Premises as provided in this paragraph, City shall not be required to restore alterations made by Sublessee, Sublessee's improvements, Sublessee's trade fixtures, and Sublessee's personal property, including without limitation, any panels, decoration, office fixtures, railing, ceiling, floor covering, partitions and the like, such excluded items being the sole responsibility of Sublessee to restore.

In case of destruction there shall be an abatement or reduction of rent, between the date of destruction and the date of completion of the restoration or the date of termination of this Sublease based on the extent to which the destruction interferes with Sublessee's use of the Premises, except that if such destruction resulted from Sublessee's fault or negligence, Sublessee shall not be entitled to such abatement or reduction of rent.

If there is destruction to the Building that exceeds thirty-three and one-third percent (33 1/3%) of the then replacement value of the Building from any risk, City can elect to terminate this Sublease whether or not the Premises are destroyed. If, in the case of such destruction, Sublessee reasonably determines that such destruction unreasonably interferes with its use and occupancy of the Premises, Sublessee can elect to terminate this Sublease by written notice to City.

**20. CONDEMNATION.** If, during the term of this Sublease, there is a taking by condemnation (including condemnation by City) of all or any part of the Premises or Building, the rights and obligations of the parties shall be as follows:

If there is a taking of all or any part of the Premises, the term of this Sublease shall forthwith cease and terminate as of the date of vesting of title in the condemnor, and the City is entitled to receive the entire award from the condemning authority except that portion, if any, of the award which may be attributable to the loss of the value of the Sublessee's business and Sublessee's leasehold interest, which is given the Sublessee by virtue of this Sublease.

**21. DEFAULT.** Each of the following shall be deemed a default by the Sublessee and a breach of the Sublease:

(a) A default in the payment of the rent and additional rents due hereunder for a period of ten (10) days from the due date for such payment.

(b) A default in the performance of any other term, covenant or condition on the part of the Sublessee to be kept, performed, or observed for a period of fifteen (15) days after service by City on Sublessee of a notice specifying the particular default or defaults, provided, however, that no default on the part of the Sublessee in the performance of work or acts required by it to be done, or conditions to be modified, shall be deemed to exist if steps shall have in good faith been commenced promptly by the Sublessee to rectify the same and shall be prosecuted to completion with diligence and continuity.

(c) The entry of a decree or order for relief by a court having jurisdiction in respect of the Sublessee in an involuntary case under the federal bankruptcy laws, as now or hereinafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or

appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of or for the Sublessee or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs.

(d) The commencement by the Sublessee of a voluntary case under the federal bankruptcy laws, as now constituted or thereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by it to the appointment of or taking possession of a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of or for the Sublessee or for any substantial part of its property, or the making by Sublessee of any assignment for the benefit of creditors, or the failure of the Sublessee generally to pay its debts as such debts become due, or the taking of corporate action by the Sublessee in furtherance of any of the foregoing.

(e) The taking possession of the property of Sublessee by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of the Sublessee.

(f) The vacation or abandonment of the Premises by Sublessee.

(g) The assignment or subletting of the Premises by Sublessee without the prior written consent of City and the State of Alaska.

**22. CITY'S REMEDIES IN EVENT OF DEFAULT.** In the event of any default by Sublessee under this Sublease, City shall have the following rights and remedies, which shall be cumulative and all in addition to any rights and remedies that City may be given by statute, common law or otherwise:

(a) Distrain for rent due.

(b) Reenter the Premises and take possession thereof and remove all signs, other evidence of tenancy, and all personal property of Sublessee from the Premises.

(c) Declare the term of this Sublease ended.

(d) Relet the Premises in whole or in part for any period equal to or greater or less than the remainder of the term of this Sublease.

(e) Collect any and all rents due or to become due from subtenants or other occupants of the Premises.

(f) If Sublessee shall at any time fail to make any payment or perform any other act on its part to be made or performed under this Sublease, City may, but shall not be obligated to, and without waiving or releasing Sublessee from any obligation under this Sublease, make such payment or perform such other act as may be reasonable in the circumstances, and in connection therewith to pay expenses and employ counsel.

All sums so paid by City and all expenses in connection therewith, together with interest thereon at the rate of twelve percent (12%) per year or the current maximum legal rate of interest, whichever is less, from the date of payment to the date of repayment, shall be deemed additional rent hereunder and payable at the time of any installment of rent thereafter becoming due and City shall have the same rights and remedies for the nonpayment thereof, or of any other additional rent, as in the case of



default in the payment of rent.

(g) Restrain by injunction any violation or attempted violation, or compel by injunction the performance of any of the covenants, agreements or conditions or terms of this Sublease.

(h) Recover, whether this Sublease be terminated or not, from Sublessee, damages provided for below constituting of items (i) and (ii), or, at City's election in lieu of (ii), item (iii):

(i) reasonable attorney's fees and other expenses incurred by City by reason of the breach or default by Sublessee;

(ii) an amount equal to the amount of all rent and additional rents reserved under this Sublease, less the net rent, if any, collected by City on reletting the Premises, which shall be due and payable by Sublessee to City on the days on which the rent and additional rents reserved in this Sublease would have become due and payable; that is to say, upon each of such days Sublessee shall pay to City the amount of deficiency then existing. Such net rent collected on reletting by City shall be computed by deducting from the gross rent collected all expenses incurred by City in connection with the reletting of the Premises, or any part thereof, including broker's commission and the cost of renovating or remodeling the Premises;

(iii) an amount to be due immediately on breach, equal to the amount, if any, by which the remaining rent due under this Sublease exceeds the fair and reasonable rental value of the Premises for the same period. In the computation of such damages the difference between any installment of rent thereafter becoming due and the fair and reasonable value of the Premises for the period for which such installment was payable shall be discounted to the date of such breach at the rate of eight percent (8%) per year. If the Premises, or any part thereof, be relet by City for the unexpired term of this Sublease, or any part thereof, before presentation of proof of damages, the amount of rent reserved upon such reletting, in the absence of evidence to the contrary, shall be deemed to be the fair and reasonable rental value for the Premises, or any part thereof, so relet during the term of such reletting.

(i) Reentry or reletting of the Premises, or any part thereof, pursuant to this paragraph 22 shall not be deemed a termination of this Sublease, unless expressly declared to be so by City. If this Sublease shall be deemed terminated, Sublessee's liabilities shall survive and Sublessee shall be liable for damages as provided above.

The enumeration of the default rights of City above are not intended to imply that they are mutually exclusive, nor that they are in lieu of any or all statutory, common law or other rights.

### **23. BANKRUPTCY OR INSOLVENCY.**

(a) In the event that Sublessee shall file a petition, or an order for relief is entered against Sublessee, under Chapter 7 of the Bankruptcy Code, and the Trustee of Sublessee shall elect to assume this Sublease for the purpose of assigning the same, such election and/or assignment may only be made if all of the terms and conditions of subsections (c), (d) and (e) hereof are satisfied. If such Trustee shall fail to elect to assume this Sublease for the purpose of assigning the same within sixty (60) days after the order of relief, this Sublease shall be deemed to have been rejected. City shall be thereupon immediately entitled to exercise any remedies available to it under paragraph 25 of this Sublease, and this Sublease shall be canceled, but City's right to be compensated for damages in such bankruptcy proceedings shall survive.

(b) In the event that Sublessee files a petition for reorganization under Chapters 11 or 13 of the Bankruptcy Code or a proceeding filed by or against Sublessee under any other chapter of the Bankruptcy Code is converted to a Chapter 11 or 13 proceeding, and the Trustee of

Sublessee or Sublessee as debtor-in-possession fails to assume this Sublease within sixty (60) days from the date of filing of the Petition or such conversion, the Trustee or debtor-in-possession shall be deemed to have rejected this Sublease. City shall be thereupon immediately entitled to exercise any remedies available to it under paragraph 22 of this Sublease, and this Sublease shall be canceled, but City's right to be compensated for damages in such bankruptcy proceedings shall survive. If the Trustee of Sublessee shall elect to assume this Sublease, such election may only be made if all of the terms and conditions of subsections (c) and (d) hereof are satisfied. If the Trustee of Sublessee shall elect to assign this Sublease after assuming it, such assignment may only be made if all of the terms and conditions of subsections (e) hereof are satisfied.

(c) No election to assume this Sublease shall be effective unless in writing and addressed to City and unless, in City's reasonable business judgment, all of the following conditions, which City and Sublessee acknowledge to be commercially reasonable, have been satisfied:

(i) The Trustee or the debtor-in-possession has cured or has provided City adequate assurance (as defined hereunder) that:

(A) within ten (10) days from the date of such assumption the Trustee or debtor-in-possession will cure all monetary defaults under this Sublease; and

(B) within thirty (30) days from the date of such assumption the Trustee or debtor-in-possession will cure all non-monetary defaults under this Sublease, or if the non-monetary default requires more than thirty (30) days to cure, the Trustee or debtor-in-possession will within thirty (30) days commence and proceed with diligence and continuity to cure the non-monetary defaults under this Sublease.

(ii) The Trustee or the debtor-in-possession has compensated, or has provided to City adequate assurance (as defined hereunder) that within ten (10) days from the date of assumption City will be compensated for any pecuniary loss incurred by City arising from the default of Sublessee, the Trustee, or the debtor-in-possession as recited in City's written statement of pecuniary loss sent to the Trustee or debtor-in-possession.

(iii) The Trustee or the debtor-in-possession has provided City with adequate assurance of the future performance of each of Sublessee's obligations under this Sublease; provided, however, that the obligations imposed upon the Trustee or debtor-in-possession shall continue with respect to Sublessee after the completion of bankruptcy proceedings.

(iv) City has determined that the assumption of the Sublease will not breach any provision in any other Lease by which City is bound relating to the Property.

(d) For purposes of subparagraph (c), adequate assurance shall mean:

(i) City shall reasonably determine that the Trustee or the debtor-in-possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure City that the Trustee or debtor-in-possession will have sufficient funds to fulfill the obligations of Sublessee under this Sublease; and

(ii) an order shall have been entered segregating sufficient cash payable to City and/or there shall have been granted a valid and perfected first lien and security interest in property of Sublessee, Trustee or debtor-in-possession, acceptable as to value and kind to City, to secure City the obligation of the Trustee or debtor-in-possession to cure the monetary and/or non-monetary defaults under this Sublease within the time period set forth above.

(e) (i) If the Trustee or debtor-in-possession has assumed the Sublease pursuant to the terms and provisions of subparagraphs (a) or (b), for the purpose of assigning (or elects to assign) Sublessee's interest under this Sublease, to any other person, such interest may be so

assigned only if City shall acknowledge in writing that the intended assignee has provided adequate assurance as defined in this subparagraph (e) of future performance of all of the terms, covenants and conditions of this Sublease to be performed by Sublessee.

(ii) For purposes of this subparagraph (e), adequate assurance of future performance shall mean that City shall have reasonably ascertained that each of the following conditions has been satisfied:

(A) the assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts determined to be sufficient by City to assure the future performance by such assignee of Sublessee's obligations under this Sublease;

(B) if requested by City, the assignee shall have obtained guarantees in form and substance satisfactory to City from one or more persons whom City determines to be creditworthy;

(C) the assignee has submitted in writing evidence, satisfactory to City, of substantial business experience in business operations of the same kind and comparable size to the business contemplated under this Sublease; and

(D) City has obtained all consents or waivers from any third party necessary to permit such assignment under any lease or agreement by which City is bound.

(f) Neither Sublessee's interest in this Sublease, nor any lesser interest of Sublessee herein, shall pass to any Trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of Sublessee ("state law") unless City shall consent to such transfer in writing. No acceptance by City of rent or other payments from any such Trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive, the need to obtain City's consent or City's right to terminate this Sublease for any transfer of Sublessee's interest under this Sublease without such consent.

(g) In the event Sublessee shall be adjudicated insolvent pursuant to the provisions of any present or future insolvency law under state law, or if a receiver or Trustee of the property of Sublessee shall be appointed under state law by reason of Sublessee's insolvency or inability to pay its debts as they become due or otherwise, or if any assignment shall be made of Sublessee's property for the benefit of creditors under state law; then and in such event City may, at its option, terminate this Sublease and all rights of Sublessee hereunder without further obligation to Sublessee, by giving Sublessee written notice of the election to so terminate.

**24. SURRENDER OF POSSESSION.** If, after termination of this Sublease, Sublessee shall vacate the Premises without removing all of its property, any and all property that remains may be removed from the Premises by City and may be handled, removed or stored by City at the risk, cost and expense of Sublessee, and City shall in no event be responsible for the value, preservation or safekeeping thereof or for any loss or damage to Sublessee occasioned thereby. Sublessee shall pay to City, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in City's possession or under City's control. Any such property of Sublessee not removed from the Premises or retaken from storage by Sublessee within thirty (30) days after the end of the term of this Sublease or of Sublessee's right to possession of the Premises, however terminated, shall be conclusively deemed to have been forever abandoned by Sublessee and either may be retained by City as its property or may be disposed of in such manner as City may see fit.

**25. QUIET ENJOYMENT.** So long as Sublessee shall observe and perform the covenants



and conditions contained in this Sublease, Sublessee shall, at all times during the term of this Sublease, peacefully and quietly have and enjoy possession of the Premises without any disturbance or hindrance by, from or through City, but subject to any rights of the State of Alaska in the Prime Lease.

**26. ASSIGNMENT AND SUBLETTING.** (a) Sublessee shall not assign, hypothecate, or encumber its interest in this Sublease or in the Premises. Sublessee shall not sublease all or any part of the Premises, or allow any other person or entity (except Sublessee's authorized representatives) to occupy or use all or any part of the Premises without first obtaining City's written consent, which will not unreasonably be withheld, and the written consent of DOT/PF. No sub-sublessee may occupy the Premises before DOT/PF grants written consent. Any assignment, encumbrance or hypothecation of the Sublease is void, and any sub-sublease without such consent by the City and DOT/PF is voidable and, at City's election, shall constitute a default. No consent to any sublease shall constitute a further waiver of the provisions of this paragraph.

(b) Any proposed sublease must be submitted to the City for approval in three (3) copies, each bearing the original notarized signature of all parties. Each sublease shall be expressly subject and subordinate to the Sublease and the Prime Lease and the rights of the City and DOT/PF respectively, and shall require the sublessee to assume the Sublessee's obligations hereunder and shall not release the Sublessee from liability hereunder. Each sublease shall be expressly terminable by City in its sole discretion at the end of the term of this Sublease. If approved by City, the proposed sublease will be forwarded to DOT/PF for approval. No consent to sublease is effective until given in writing by both the City and DOT/PF.

**27. RIGHTS RESERVED TO CITY.** City reserves the following rights:

- (a) To name or to change the name of the Building.
- (b) To install and maintain or to allow installation and maintenance of signs on the exterior or interior of the Building, excluding the interior of the Premises.
- (c) To have pass keys to the Premises.
- (d) To have access to the Premises for purposes of inspection upon reasonable prior notice.
- (e) On reasonable prior notice to Sublessee, to exhibit the Premises to prospective tenants during the last six (6) months of the term of this Sublease, and to any prospective purchaser, mortgagee, or assignee of any mortgage on the Building and to others having a legitimate interest at any time during the term of this Sublease.
- (f) At any time in the event of an emergency and otherwise at reasonable times, to take any and all measures, including inspections, repairs, alterations, additions, and improvements to the Premises or to the Building as may be necessary or desirable for the safety, protection or preservation of the Premises or the Building or City's interest, or as may be necessary or desirable in the operation or improvement of the Building, or in order to comply with laws, and requirements of governmental or other authority.

**28. ESTOPPEL CERTIFICATES.** Either party shall at any time and from time to time upon not less than fifteen (15) days prior request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Sublease is unamended and in full force and effect (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments), that there are no defaults existing (or if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the rent and other charges have been paid in advance.

**29. HOLDING OVER.** If Sublessee remains in possession of the Premises after expiration

of the term of this Sublease, or after the date in any notice given by City to Sublessee terminating this Sublease, such possession by Sublessee shall be deemed to be a month-to-month tenancy terminable on thirty (30) days notice given at any time by either party. The provisions of this paragraph do not exclude City's rights of re-entry or any other right under this Sublease.

**30. SUBORDINATION OF SUBLEASE.** The rights of Sublessee under this Sublease shall be and are subordinate at all times to the Prime Lease and all ground leases and/or underlying leases, if any, now or hereafter in force against the Property and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Premises, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This paragraph is self-operative and no further instrument of subordination shall be required. In confirmation of such subordination, Sublessee shall promptly execute such further instrument as may be reasonably requested by City. Sublessee, at the option of any mortgagee, agrees to attorn to such mortgagee in the event of a foreclosure sale or deed in lieu thereof.

**31. NOTICES.** All notices, demands and requests from one party to another shall be delivered in person or sent by mail addressed to the other party at the address set forth below, or at such other address as either party may notify the other in writing pursuant to this paragraph.

If to City:

City Manager's Office  
Airport Terminal Manager  
City Hall  
491 East Pioneer Avenue  
Homer, Alaska 99603-7624  
Telephone: 907-235-8121  
Facsimile: 907-235-3148  
E-mail: citymanager@ci.homer.ak.us

If to Sublessee:

Brian Berens  
Pioneer Car Rental Inc.  
PO Box 249  
Homer, AK 99603  
Telephone: 269-751-9227  
Facsimile: N/A  
Email: Book@Pioneerrentals.com

Telephone, facsimile, and e-mail addresses are provided for informational purposes, and may not be used in lieu of mail or personal delivery for formal notices, demands, and requests.

If in an emergency, a secondary contact person on behalf of each party, and aside from the contacts listed above, will be:

City of Homer  
Attn: Building Maintenance Division  
491 East Pioneer Avenue  
Homer, Alaska 99603  
Telephone: 907-235-3170  
Facsimile: 907-235-3148  
E-mail: publicworks@cityofhomer-ak.gov

Pioneer Car Rental Inc.  
Attn: Joshua Dennis  
4280 Main Street, Apt. 1  
Homer, AK 99603  
Telephone: 907-953-1079  
Facsimile: N/A  
Email: N/A

\*As of 6/12/19, Pioneer Car Rental  
has not had keys to the Terminal Building

**32. WAIVER.** No failure by either City or Sublessee to insist upon the strict performance by the other of any term, covenant or condition of this Sublease or to exercise any right or remedy

consequent upon a breach thereof, shall constitute a waiver of any such breach or of such term, covenant or condition. No waiver of any breach or right, unless in writing, shall affect or alter this Sublease, but each and every term, covenant and condition of this Sublease shall continue in full force and effect with respect to any other then existing or subsequent breach.

The receipt and acceptance by City of delinquent rent shall not constitute a waiver of any other defaults; it shall constitute only a waiver of timely payment of the particular installment of rent involved. No act or conduct of City, including, without limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Sublessee before the expiration of the term of this Sublease. Only a notice from City to Sublessee shall constitute acceptance of the surrender of the Premises and accomplish a termination of the term of this Sublease.

**33. SALE OR TRANSFER OF PREMISES.** If City sells or transfers the Building or the Premises, on consummation of the sale or transfer, City shall be released from any liability thereafter accruing under this Sublease. If any security deposit or prepaid rent has been paid by Sublessee, City can transfer the security deposit or prepaid rent to City's successor and on such transfer City shall be discharged from any further liability in reference to the security deposit or prepaid rent.

**34. MISCELLANEOUS PROVISIONS.**

(a) Time is of the essence of each provision of this Sublease.

(b) This Sublease shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, except as otherwise provided in the Sublease.

(c) This Sublease shall be governed by and construed and enforced in accordance with the laws of the State of Alaska.

(d) This Sublease contains all the agreements of the parties and cannot be amended or modified except by a written agreement signed by the parties hereto.

(e) It is understood and agreed that this Sublease shall not be binding until and unless all parties have signed it.

(f) If Sublessee is a corporation, Sublessee shall deliver to City and DOT/PF on execution of this Sublease a certified copy of a resolution of its board of directors authorizing the execution of this Sublease and naming the officers that are authorized to execute this Sublease on behalf of the corporation or other proof reasonably satisfactory to City and DOT/PF.

(g) Any litigation arising out of the performance of the parties under this Sublease, or its interpretation, shall be brought in the Superior Court for the State of Alaska, Third Judicial District at Homer.

(h) All provisions contained in this Sublease, whether covenants or conditions, shall be deemed to be both covenants and conditions.

(i) This Sublease may be executed in several counterparts, each of which shall be deemed an original and may be used as such, and such counterparts shall constitute but one and the same instrument.



**35. NON-DISCRIMINATION.** Sublessee covenants and agrees that discrimination on the grounds of race, color, religion, national origin, ancestry, age or gender will not be permitted against any patron, employee, applicant for employment, or other person or group of persons in any manner prohibited by federal, state or local law. To the extent required by applicable law, regulation, or government contract, Sublessee shall furnish services on a fair, reasonable and not unjustly discriminatory basis, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, however, that Sublessee may make reasonable and nondiscriminatory discounts, rebates and similar types of price reductions to volume purchasers. The Sublessee recognizes the right of the City to take any action necessary to enforce this covenant, including actions required pursuant to any federal, state or local law.

(a) This agreement is subject to requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23, Subpart F. The concessionaire agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR Part 23, Subpart F.

(b) The concessionaire agrees to include the above statements in any subsequent concession agreement that it enters and cause those businesses to similarly include the statements in further agreements.

**36. RADIO INTERFERENCE.** At the City's request, Sublessee shall discontinue the use of any machine or device which interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

**37. REGULATIONS.** Sublessee agrees to abide by all reasonable regulations now or hereafter established by the City or DOT/PF, or both, concerning the use, operation and maintenance of the Premises, Building and the Property.

**38. STATE DOT/PF APPROVAL.** Pursuant to the terms of the Prime Lease this Sublease shall not become effective until approved in writing by the State of Alaska, Department of Transportation and Public Facilities.

**39. TERMINAL CHANGES AND IMPROVEMENTS.**

(a) The Sublessee understands and agrees that the requirements of the Building as an airport terminal in such matters as passenger volume, freight volume, flight frequencies, aircraft size, operating procedures, efficient baggage handling and passenger movements, aircraft and vehicle parking requirements, etc., may from time to time change, sometimes substantially, and consequently the City does hereby reserve the right and option to rebuild, remodel, relocate or otherwise effect such changes in the Premises and the Building. Sublessee agrees that upon thirty (30) days advance written notice given by City to relocate to new premises within the Building as may be reasonably assigned by City as deemed necessary or advisable; subject, however, to the conditions that the new premises shall be situated on the same floor in the Building and on the same concourse or hallway as the Premises, and further that the area of the new premises shall not be less than ninety percent (90%) of the area of the Premises unless Sublessee shall consent to a greater reduction.

(b) Sublessee shall receive no compensation but shall receive reimbursement of reasonable expenses for any such move required by City. Moreover, if the area of the new premises is less than the area of the Premises, rent shall be reduced by a fraction, the numerator of which is the difference between the area of the Premises and the area of the new premises and the denominator of

which is the area of the Premises. During the term of this Sublease (not including any extensions or renewals thereof) the Sublessee shall not be required to pay any increased rent resulting from any such move required by City, even if the new premises are larger than or have a higher rental rate than the Premises.

(c) The Sublessee agrees that temporary inconveniences, such as noise, disturbances, traffic detours, moving, and the like, caused by or associated with the construction, remodeling, rebuilding, or relocation of the Premises or other portions of the Building shall not constitute a breach of quiet enjoyment of the Premises, nor shall they be grounds for an abatement of rental except in cases of interruption of the Sublessee's business or activities of longer than five (5) days in any calendar month in which case the rent shall be abated to the extent of the daily prorated rate of the monthly rental per each day of interruption of the Sublessee's business or activity.

(d) In the event Sublessee is required to move to new premises, City will exert its best efforts to provide new premises comparable to the Premises but in the event Sublessee reasonably believes the move will have a substantially adverse effect on the activities or business of the Sublessee conducted in the Premises, the Sublessee may terminate this Sublease by giving written notice of termination to the City within thirty (30) days after the City has given the Sublessee the foregoing notice that the Sublessee must move.

**40. SPECIAL COVENANTS.** Special Covenants including renewal and rent adjustment provisions, if any, are set forth in Exhibit "B" attached hereto and incorporated by reference in this Sublease.

**IN WITNESS WHEREOF**, City and Sublessee have signed this Sublease as of the day and year first above written.

**ATTEST:**

**CITY:**

CITY OF HOMER, ALASKA

\_\_\_\_\_  
Melissa Jacobsen, MMC, City Clerk

\_\_\_\_\_  
Katie Koester, City Manager

**SUBLESSEE:**

PIONEER CAR RENTALS INC.

\_\_\_\_\_  
Brian Berens, Owner

**STATE OF ALASKA** )  
 ) ss.  
**THIRD JUDICIAL DISTRICT** )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 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 to 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.

Notary Public in and for Alaska  
My Commission Expires:

**STATE OF ALASKA** )  
 ) ss.  
**THIRD JUDICIAL DISTRICT** )

**THIS IS TO CERTIFY** that on this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, personally appeared Brian Berens, known to me to be the individual named in and who executed the foregoing document and he acknowledged to me that being duly authorized to do so he executed the foregoing document as the free and voluntary act and deed of Pioneer Car Rental Inc. for the uses and purposes therein set forth.

**WITNESS** my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska  
My Commission Expires:



**EXHIBIT A**  
**DESCRIPTION OF LEASED PREMISES**

The description of the Leased Premises is as follows:

City subleases to Sublessee and Sublessee subleases from City the premises consisting of 111 square feet of indoor space at the Homer Airport Terminal Building ("Building") and 20 parking spots outside of the Building as more fully described and/or depicted on Exhibit A ("Leased Premises") located on Lot 5A, Block 800, HOMER AIRPORT TRACTS for the term, the rent, and subject to the covenants and conditions hereinafter provided. Of the parking spaces outside the building, two spaces are designated for Sublessee employee parking. Sublessee employees shall not park in other spaces in the Airport Terminal parking lot.

The City has also set aside three additional parking spaces adjacent to leased parking for incidental use by the Sublessee. If it is determined the Sublessee requires use of these three additional spaces, the description and rent of this Sublease will be amended accordingly. If the Sublease has not been amended to incorporate the three parking spaces, they will be available for City use.

The Sublessee will also have access to the Common Use Areas for Sublessees more fully described and/or depicted on Exhibit A ("Common Use Areas"). This Sublease confers no rights either with regard to the subsurface of the land below the floor level of the Leased Premises or with regard to airspace above the ceiling of the Leased Premises. The Homer Airport Terminal is not a 24/7 access building.

The attached drawings depict the Premises being subleased along with common areas of the Building that are used by other sublessees and the City.

## **EXHIBIT B SPECIAL COVENANTS**

This Sublease does not include any right of renewal.

Rent adjustment provisions are as follows:

In addition to the rents specified in Paragraph 3 of the Sublease the Sublessee shall pay the City rent equal to ten percent (10%) of Sublessee's Gross Sales ("Percentage Rent") but in no case shall the Percentage Rate be lower than \$500.00 per month.

(a) "Gross Sales" means the actual sales of goods, or merchandise rented or sold and the actual charges for all services performed by the Sublessee, in, at, from or arising out of the use of the Premises, whether for wholesale, retail, cash, credit, trade-ins, barter, or otherwise, without reserve or deduction for inability or failure to collect. Gross Sales shall include, without limitation, all rentals, sales and services, regardless of whether delivery or performance is made from the Premises or from some other place, where the orders therefore originate (a) in, from, or arising out of the use of the Premises, or (b) by mail, telephone, facsimile, E-mail, Internet connection, or otherwise, that Sublessee or any reasonable person in the normal and customary course of its business would credit or attribute to its operations at the Premises. Any sums deposited with and forfeited to Sublessee shall be included in Gross Sales. Each installment or credit sale or rental shall be treated as a sale or rental for the full price in the month during which such sale or rental is made, regardless of whether or when Sublessee receives payment therefore.

Gross Sales shall not include (a) reasonable fuel charges, (b) amounts received in payment or reimbursement for actual vehicle damage or loss, (c) cash or credit refunds to customers on transactions (not to exceed to actual price of the sale or rental) otherwise included in Gross Sales, (d) sales of trade fixtures, machinery, and equipment, including vehicles retired from service, after use thereof in the conduct of Sublessee's business, and (e) amounts collected and paid by Sublessee to any government for any sales or excise tax.

(b) Sublessee shall deliver to City, within ten days after the end of each calendar month, a written report signed by the Sublessee or by an authorized officer or agent of Sublessee showing the Gross Sales made in the preceding calendar month and calculating the Percentage Rent due. City shall have the right, upon reasonable notice to Sublessee, to exam and audit Sublessee's records to determine the accuracy of Sublessee's reports.

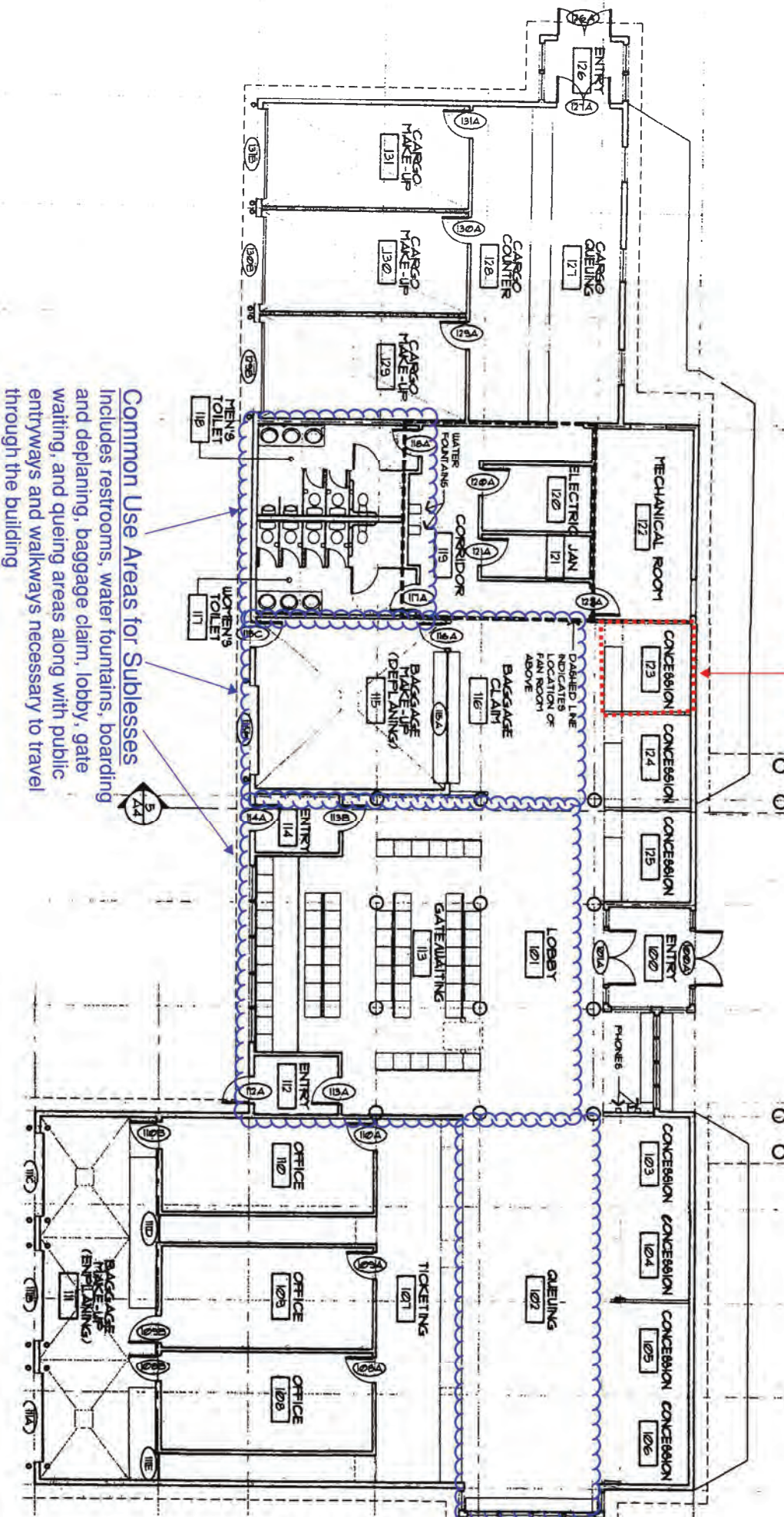
(c) All payments of Percentage Rent shall be made monthly within ten (10) days after the end of the month, accompanied by the report described in subparagraph (b). If Sublessee's report of Gross Sales or calculation of Percentage Rent are found to be incorrect, any additional amount determined to be due the City shall be immediately paid to the City by the Sublessee, and any amount of overpayment by the Sublessee shall be credited against the next monthly payment due the City under this Lease.

**EXHIBIT C**  
**PRIME LEASE**



**City of Homer  
Airport Terminal Floor Plan  
Pioneer Car Rental Inc. Sublease**

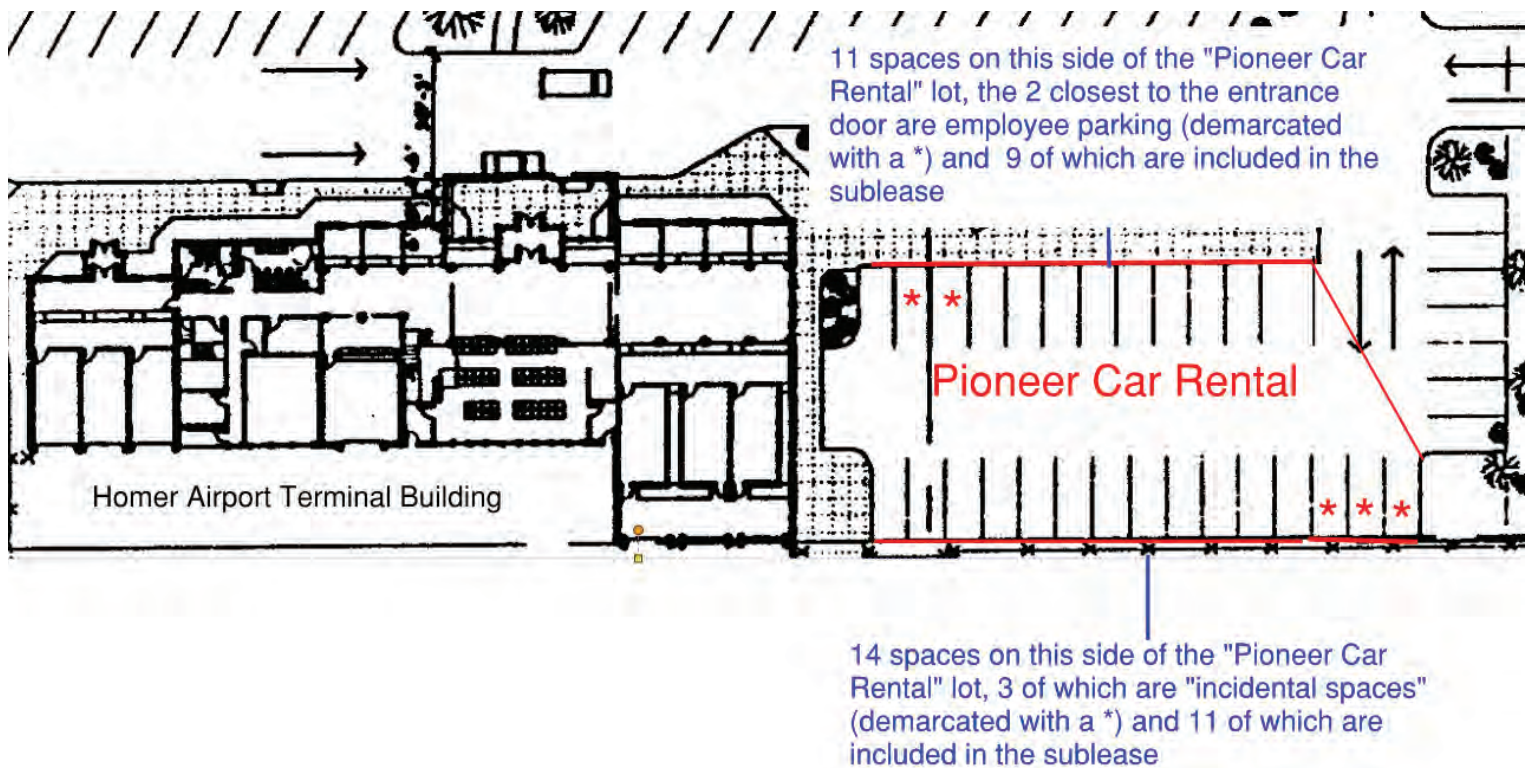
**Pioneer Car Rental Inc.  
Oct. 1, 2019 - March 30, 2023**



**Common Use Areas for Subleases**

Includes restrooms, water fountains, boarding and deplaning, baggage claim, lobby, gate waiting, and queuing areas along with public entryways and walkways necessary to travel through the building

City of Homer  
Airport Terminal Parking Lot  
Pioneer Car Rental Inc. Sublease







# 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 19

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
THROUGH: KATIE KOESTER, CITY MANAGER  
FROM: RICK ABBOUD, CITY PLANNER  
DATE: AUGUST 5, 2019  
SUBJECT: TRANSPORTATION AND WAYFINDING PLAN

The Planning Commission discussed the transportation planning at their meeting of July 17, 2019. The Commission made some recommendations regarding the development of transportation and wayfinding/streetscape plans. After researching these proposed plans and planning processes with an engineering firm, we found that they follow a different scope and would benefit from the input of different stakeholders.

A wayfinding/streetscape plan requires more public meetings and input from non-engineering professionals. It is a plan that could be developed in a shorter timeframe than a transportation plan. The Commission feels that if the Council supports this planning effort, it would be best served as a separate RFP and a group of stakeholders formed from business people, some members of the EDC, and/or interested citizens.

The Commission moved *"that the planning commission recommends separating the wayfinding and streetscape plan from the transportation plan and bid separately."*

The second part of the recommendation is that the RFP for a transportation plan. The Commission discussed the pending resurfacing projects and the upcoming census and recommended that the RFP for the plan be developed in the next 12 months.

The Commission moved *"to recommend city council develop a transportation plan request for proposals over the next 12 months."*

#### Attachments

Staff Report 19-63  
PC minutes excerpt 7.17.19





# City of Homer

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

Plan 117

491 East Pioneer Avenue  
Homer, Alaska 99603

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

## Staff Report PL 19-63

TO: Homer Advisory Planning Commission  
FROM: Rick Abboud, City Planner  
DATE: July 17, 2019  
SUBJECT: Transportation Planning

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### Introduction

The Commission has been tasked with transportation planning input. At this point, we are looking to develop a time frame and consider various scenarios relating to the level of update. The City Council forwarded memo 19-014 to the Commission.

### Analysis

I have contacted an engineering firm to give consideration to the transportation needs of the City. This includes the priorities for transportation plan revision from Council Member Erickson. One thing I have found is that the Wayfinding-Streetscape Plan Proposal is a separate plan produced with different personnel and planning objectives.

Wayfinding-Streetscape planning is typically produced with the input of Landscape Architect. Most engineering firms would have to enter into a contract with one, as they are not typically on staff. The process and timeline for this type of plan is a bit different from a transportation plan and may have more decision points that require inputs from stakeholders.

Additionally, the EDC has already put for significant effort into development of a scope and has worked on components of Sign and Streetscape audit. With the working knowledge of wayfinding, some members of EDC can team up with other stakeholders to provide valuable input in the process. We will be able to produce saving in the plan in consideration of the past and future efforts of the EDC, as not all components of the plan needs to be accomplished by a contractor.

The other proposed elements of the transportation plan will generally be more focused on traffic counts, population projections, land use, economic drivers, traffic routes, and other engineering thought. The timeframe for the gathering and processing of all the data will be significantly longer than a wayfinding-streetscape plan and will require a different skill set than that of a wayfinding plan. If more traffic counts are found necessary, we will have to avoid times of major disruption, such as the paving of Pioneer Avenue.

For the reasons stated above, I suggest that we recommend to the council that the Wayfinding-Streetscape proposition be separated from the Transportation Plan and bid separately. The Transportation Plan RFP can be developed over the next year for a timeframe to start after the completion of the Pioneer Avenue project and possible the Lake Street project.

### **Staff Recommendation**

Discuss option for moving forward with transportation planning and make motion for recommendation to the City Council.

### **Attachments**

Memo 19-014

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

c. Staff Report 19-63, Transportation Planning

Chair Venuti introduced the item by reading of the title.

City Planner Abboud provided his report for the Commission.

Discussion followed on a time line, data availability, existing projects, wayfinding including signage, current points from the existing transportation plan, such as routing the truck route to airport road the connecting to East End Road, the task now is drafting the RFP, including the new data from the upcoming census into the plan, more critical to perform the transportation plan then the wayfinding and streetscape plan.

The task was to discuss moving forward with the transportation planning and make a motion for recommendation to City Council.

Further discussion included current projects underway, funding availability, political support, concepts that will need buy-in such as truck traffic, traffic backups at the construction site for Main Street and the Highway, remove Wayfinding and Streetscaping and add in Stormwater, since it is important to consider how we route water when transportation planning.

BENTZ/BOS MOVED THAT THE PLANNING COMMISSION RECOMMENDS SEPARATING THE WAYFINDING AND STREETScape PLAN FROM THE TRANSPORTATION PLAN AND BID SEPARATELY.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

BENTZ/BOS MOVED TO RECOMMEND CITY COUNCIL DEVELOP A TRANSPORTATION PLAN REQUEST FOR PROPOSALS OVER THE NEXT 12 MONTHS.

There was a brief discussion for considerations for time horizons when developing the request for proposal and those would be census data, AKDOT project completion dates or other useful information for transportation planning.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.





## City of Homer

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

## Homer City Council

491 East Pioneer Avenue  
Homer, Alaska 99603

(p) 907-235-3130

(f) 907-235-3143

### Memorandum

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
FROM: COUNCILMEMBER VENUTI  
DATE: AUGUST 20, 2019  
SUBJECT: ALASKA MUNICIPAL LEAGUE SUMMER CONFERENCE 2019

---

I was fortunate to be able to attend the Summer Conference of the Alaska Municipal League held in Soldotna, Alaska Aug. 13-15, 2019 at the Sports Complex. I attended the Aug. 14 and 15 meetings. I sat at a table with Katie Koester, Homer City Manager and several other attendees. The meeting began promptly with a greeting from Tim Navarre, AML President. He introduced Mayor Nels Anderson, City of Soldotna who kept his greeting short but he talked about the beauty of the Kenai Peninsula and the warmth of the people. He encouraged all of us to be engaged in our communities and enjoy the conference activities planned by his office. The second speaker was Mayor Charlie Pierce, KPB, who discussed his office's concern and plan for safety for the employees of the KPB. His office was kept updated on Workmen's' Comp filings. This information was used to improve walkways and paths and working situations that might cause injury. He had data to show that this resulted in a lower cost to the Borough.

Nels Anderssen,, AML Executive Director, gave us an update of AML activities. To discuss the 2013 Legislative Session we heard from: Sen. Peter Micciche, Rep. Gary Knopp and Rep. Sarah Vance. They all stressed the concern for the state and cities as the budget is contentious at this time. The theme seemed to be that cities should do more with less. The legislative discussion that followed was a look at proposed Bills that are being considered in Juneau. We were given remote voting devices that were used to vote on each Bill (support, not support and amend). This was a lively session as the Bills were introduced and ran the gambit from education taxes to liquor board changes.

The afternoon session was a set of round-table discussions of issues such as: school construction and deferred maintenance, port and harbor capital improvements, community assistance, road maintenance, and law enforcement. We heard from the Southeast and Denali areas as we discussed these topics. Senator Lisa Murkowski was a speaker at the end of the day. She was very relaxed and spoke about her strong feelings for Alaska. She shared the schedule of many Washington officials that will be touring Alaska the month of August. (EPA, Sec. of Education and Sec of Housing)

The City of Soldotna gave quite a nice "gift" to all the attendees. Before we closed to go to a reception at the Soldotna Park, we each were given a folding camp chair. It was a perfect article to have because the park setting was so crowded with few places to sit and enjoy the live music. The Boys and Girls

Club of Soldotna was given a check for \$4,200 from the proceeds of the Silent Auction at the reception hosted by Soldotna.

The second day began with breakfast and a welcome speech from Mayor Brian Gabriel, city of Kenai. He talked about the partnership of Kenai and Soldotna and how that is critical now that we have fewer funds to provide services. The next subject was “filling the gap” with speakers from Rasmuson Foundation, Foraker Group, Alaska Council of School Administrators, Alaska State Hospital and Nursing Home CEO, and CEO of Alaska Public Media.

Stressed by all was the importance of working together, also the importance of data to keep the voters informed of the impacts of drastic cuts to services was discussed. These speakers were knowledgeable and obviously worried about the reduced support from the state to local governments.

Homer will be hosting this Summer Conference in 2022.

CITY OF HOMER  
PROPERTY OWNER'S

# STATEMENT OF OBJECTION

TO SPECIAL ASSESSMENT DISTRICT



SPECIAL ASSESSMENT DISTRICT: ROSEBUD COURT ROAD RECONSTRUCTION & PAVING

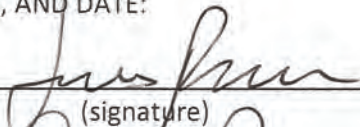
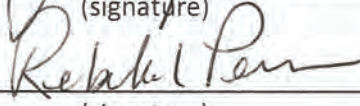
I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

T 6S R 13W SEC 8 Seward Meridian HM 0760104  
Bayview Sub. Addn NO 1 Lot 17 Blk T #1735917

I/We object to the Rosebud Court Road Reconstruction & Paving Special Assessment District.

Reasons/Comments: The net benefit of this project is  
not worth the cost. I do not want to have  
to pay again to pave it and when sewer is  
ever brought further up East Hill Road.  
We cannot afford this!!

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

James Pearson		7-10-19
	(signature)	(date)
Rebekah Pearson		7-11-19
	(signature)	(date)

(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 5:00 P.M. FRIDAY, AUGUST 23, 2019.

City of Homer  
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: **ROSEBUD COURT ROAD RECONSTRUCTION & PAVING**

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

T 6 S 13 W SEC 8  
SEWARD MERIDIAN HM 0760104 BAYVIEW  
GARDENS SUB ADD N NO 1 LOT 20 BLK 7  
# 17359520

I/We object to the Rosebud Court Road Reconstruction & Paving Special Assessment District.

Reasons/Comments: TO EXPENSIVE  
STILL PAYING FOR THE NATURAL GAS ASSESSMENT

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

MANFRED GAEDKE

Manfred Gaedke (signature) (date) 7-26-19  
(signature) (date)

(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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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: ROSEBUD COURT ROAD RECONSTRUCTION & PAVING

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 8 Seward Meridian HM 0760104  
Bayview Gardens Sub ADDN NO 1 Lot 19 BLK 7  
Portion lying outside # 17359519

I/We object to the Rosebud Court Road Reconstruction & Paving Special Assessment District.

Reasons/Comments: Not at this time

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

Thed Barnes Thed Barnes 8/6/19  
(signature) (date)

Deborah L. Barnes Deborah L. Barnes 08/06/2019  
(signature) (date)

(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 5:00 P.M. FRIDAY, AUGUST 23, 2019.

City of Homer  
Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603





August 12, 2019

City of Homer  
Office of the City Clerk  
491 E Pioneer Avenue  
Homer Alaska 99603

Subject: Objection to Rosebud Court Reconstruction and Paving Special Assessment District

Melissa Jacobson,

We are the owners of property located on Rosebud Court in Homer (T6S R13W Seward Meridian HM 0760104 Bayview Gardens Subdivision Addn No. 1 lot 25 block 7 – aka 760 Rosebud Court). By this letter, we are filing our objection to the above referenced proposed special assessment.

The primary basis for our objection is that, due primarily to the fact that our property is undeveloped, the proposed per lot assessment (\$6854) for this project is excessive compared to the value we will receive from this road paving project.

Thank you for consideration of our objection.



James and Jane Wilkens Living Trust  
By James Wilkens, Trustee



WS

# STATEMENT OF OBJECTION

TO SPECIAL ASSESSMENT DISTRICT

SPECIAL ASSESSMENT DISTRICT: ROSEBUD COURT ROAD RECONSTRUCTION & PAVING

I/we affirm that I/we are the owner(s) of the following lots in the Special Assessment District  
(give legal description):

T 6 S R 13 W Sec 8 Seward Meridian H M 0760104  
BAYVIEW GARDENS SUB ADD NO 1 LOT 31 BLK 7

I/We object to the Rosebud Court Road Reconstruction & Paving Special Assessment District.

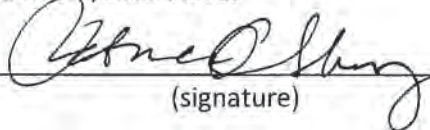
Reasons/Comments: 1- I'm not in a position to incur additional financial debt

2- I have no issues with the existing road condition

3- It's not practical to pave the road when it is likely\* city sewer will be installed  
in future & we'd have to pay for pavement removal & replacement. \* (4 undeveloped  
lots on Rosebud w/ no sewer & residents above our road interested in city sewer)

PROPERTY OWNER'S PRINTED NAME, SIGNATURE, AND DATE:

Patricia A Shroy



8/22/2019

(signature)

(date)

(signature)

(date)

(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 5:00 P.M. FRIDAY, AUGUST 23, 2019.

City of Homer  
Office of the City Clerk  
491 E. Pioneer Avenue  
Homer, Alaska 99603



**ORDINANCE REFERENCE SHEET**  
**2019 ORDINANCE**  
**ORDINANCE 19-36**

An Ordinance of the City Council of Homer, Alaska Authorizing the Expenditure in an Amount of up to \$1,500 from the HART Funds for Work on the Woodard Creek and Fairview Trails with Karen Hornaday Park.

Sponsor: Venuti

1. City Council Regular Meeting August 12, 2019 Introduction  
Memorandum 19-095 from PARCAC as backup
2. City Council Regular Meeting August 26, 2019 Public Hearing and Second Reading  
Memorandum 19-095 from PARCAC as backup





**CITY OF HOMER  
HOMER, ALASKA**

Venuti

**ORDINANCE 19-36**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
AUTHORIZING THE EXPENDITURE IN AN AMOUNT UP TO \$1,500  
FROM THE HART FUNDS FOR WORK ON THE WOODARD CREEK  
AND FAIRVIEW TRAILS WITHIN KAREN HORNADAY PARK

WHEREAS, Ordinance 2017-21 authorized the expenditure of \$8,000 to construct trails  
within Karen Hornaday Park; and

WHEREAS, More work is needed to ensure a safe and sustainable trail; and

WHEREAS, The Parks, Art, Recreation and Culture Advisory Commission voted to use  
\$500 of its funds for this work but finds that additional material and labor is needed.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The FY 2019 Capital Budget is hereby amended by appropriating \$1,500 for  
work on the Woodard Creek and Fairview trails within Karen Hornaday Park.

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
165 -0375	HART Trails	\$1,500

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF HOMER

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

ATTEST:

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

42

43 YES:

44 NO:

45 ABSTAIN:

46 ABSENT:

47

48

49 First Reading:

50 Public Hearing:

51 Second Reading:

52 Effective Date:

53

54 Reviewed and approved as to form:

55

56 \_\_\_\_\_

57 Katie Koester, City Manager

58

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

\_\_\_\_\_

Holly Wells, City Attorney

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





## **MEMORANDUM 19- 095**

TO: MAYOR CASTNER AND HOMER CITY COUNCIL  
THROUGH: KATIE KOESTER, CITY MANAGER  
FROM: PARKS, ART, RECREATION AND CULTURE ADVISORY COMMISSION  
DATE: July 29, 2019  
Subject: REQUEST FOR HART FUNDS FOR TRAIL IMPROVEMENTS AT KAREN HORNADAY PARK

**Recommended Action:**

1. Council authorize \$1,500 for the materials and labor to rework a portion of the new trails at Hornaday Park

**Background**

In 2017, Council authorized up to \$8,000 or HART funds to provide materials for a volunteer built trail in Karen Hornaday Park. Volunteers have found that more trail material (gravel, etc) is needed and portions of the trail need more work than anticipated. The Commission has authorized using up to \$500 of Commission funds, but additional funds are needed.

**PARCAC Minutes Excerpt 6/20/2019**

**A. Memorandum from Deputy City Planner re: Funding Request for Karen Hornaday Park Trails**

Chair Harrald introduced the item by reading of the title and requested Ms. Engebretsen to provide her report for the Commission.

Ms. Engebretsen reported that Commissioner Lowney requested this item on the agenda and gave the floor over to her.

Commissioner Lowney provided background on the request and also requested staff input on postponing the discussion, in which Ms. Engebretsen did not recommend a postponement providing guidelines on the Council approval process.

Commissioner Lowney was recommending that the Commission request funds in the amount of \$500-\$1500 for replacement materials to renourish and labor to install materials for the trail around the park.

ARCHIBALD/LEWIS MOVED TO USE \$500 FROM PARKS COMMISSION FUNDS FOR MATERIALS FOR

TRAIL IMPROVEMENTS IN KAREN HORNADAY PARK.

Discussion ensued on the requirements, the best fund (HART or Commission) to appropriate funds from and how it would improve the trails and that if the Commission does not use the funds Council may not provide them funding in the future.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

ARCHIBALD/LEWIS MOVED TO FORWARD A REQUEST TO CITY COUNCIL TO APPROVE EXPENDITURE OF \$1500 FROM THE TRAILS PORTION OF THE HART FUND FOR TRAIL IMPROVEMENTS AT KAREN HORNADAY PARK.

Further discussion ensued on the labor portion of the proposed improvements and having a plan defined before they request the money; speaking with Parks Maintenance Staff and Public Works Staff for minimal equipment use and obtaining Council support for the ordinance to request the funds.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

**ORDINANCE REFERENCE SHEET**  
**2019 ORDINANCE**  
**ORDINANCE 19-38**

An Ordinance of the City Council of Homer, Alaska, Amending the FY 2019 Operating and Capital Budgets to Provide for Necessary Mid-Year Adjustments by Appropriating and Transferring funds from the General and Water Sewer Funds.

Sponsor: City Manager/Finance Director.

1. City Council Regular Meeting August 12, 2019 Introduction
2. City Council Regular Meeting August 26, 2019 Public Hearing and Second Reading





1 CITY OF HOMER  
2 HOMER, ALASKA

3 City Manager/  
4 Finance Director

5 ORDINANCE 19-38  
6

7 AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA,  
8 AMENDING THE FY 2019 OPERATING AND CAPITAL BUDGETS  
9 TO PROVIDE FOR NECESSARY MID-YEAR ADJUSTMENTS BY  
10 APPROPRIATING AND TRANSFERRING FUNDS FROM THE  
11 GENERAL AND WATER SEWER FUNDS.  
12

13 WHEREAS, Mid-year budget amendments are an appropriate time to adjust the budget  
14 for unanticipated expenditures or capital projects that cannot wait until the regular budget cycle  
15 for funding; and  
16

17 WHEREAS, Proposed changes to the FY 2019 General Fund operating budget are  
18 minimal and consist of additional funding due to increased equipment and vehicle maintenance  
19 costs for the city's motor pool and the repair of a backhoe bucket; and  
20

21 WHEREAS, Proposed changes to the FY 2019 General Fund capital budget are lengthy  
22 and consist of additional funding for the replacement of security cameras at the library, the  
23 purchase of a command vehicle for the Fire Department, the repurposing costs of converting  
24 Utility 2 to a command vehicle for the Fire Department, design costs for the airport terminal roof  
25 replacement, funding replacement of GIS equipment, funding of road traffic and construction  
26 inventory replacement, additional funding for the replacement of security cameras at the  
27 airport, and funding for a policy change that impacts the accounting of our inventory; and  
28

29 WHEREAS, Proposed changes to the FY 2019 Water and Sewer operating budget consist  
30 of additional funding to get back on track with meter head installation; and  
31

32 WHEREAS, Proposed changes to the FY 2019 Water and Sewer capital budget consist of  
33 funding an upgrade to the Sewer Treatment Plant HVAC control system, and covering the  
34 replacement costs of an older pick-up truck with flat bed.  
35

36 NOW, THEREFORE, THE CITY OF HOMER ORDAINS:  
37

38 Section 1. The City Council hereby appropriates \$40,000 from the transfer to Public  
39 Works Fleet Reserve to the Motor Pool budget to fund increased equipment and maintenance  
40 costs for the city's motor pool and for the repair of backhoe bucket:  
41  
42

43 Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
100-0176-5207	Vehicle and Boat Maintenance	\$40,000

Section 2. The City Council hereby appropriates \$10,000 from the Library Depreciation Reserve to provide additional funding for the replacement of security cameras at the Library:

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0390	Security Camera Replacement	\$4,194

Section 3. The City Council hereby appropriates \$85,500 from the Fire Fleet Reserve to purchase a new command vehicle and to repurpose Utility 2 as another command vehicle:

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
156-0381	Purchase New Command Vehicle	\$75,000
156-0381	Repurpose Utility 2 as Command Vehicle	\$10,500

Section 4. The City Council hereby appropriates \$33,000 from the Airport Depreciation Reserve to fund the design of the airport terminal roof replacement and provide additional funding for the replacement of security cameras at the airport:

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
100-0388	Design Terminal Roof Replacement	\$23,000
100-0388	Security Camera Replacement	\$10,000

Section 5. The City Council hereby appropriates \$25,643 from the Public Works Depreciation Reserve to fund the replacement of road traffic and construction inventory, to fund a policy change that impacts the accounting of inventory, and to fund the replacement of GIS equipment:

Expenditure:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
100-0395	Inventory Replacement	\$6,300



82 100-0395 Inventory Policy Change - Accounting \$12,526  
83 100-0395 GIS Equipment Replacement \$6,817  
84

85 Section 6. The City Council hereby appropriates \$35,000 from the transfer to Water Fund  
86 Reserve to the Water Meters budget for meter head installation:  
87

88 Expenditure:

89 <u>Account</u>	<u>Description</u>	<u>Amount</u>
90 200-0406-5202	Operating Supplies	\$35,000

91

92 Section 7. The City Council hereby appropriates \$106,817 from the Sewer Fund Reserve  
93 to fund the upgrade to the Sewer Treatment Plant HVAC control system, to purchase a new ½  
94 ton pick-up truck with flatbed, and to fund the replacement of GIS equipment:  
95

96 Expenditure:

97 <u>Account</u>	<u>Description</u>	<u>Amount</u>
98 256-0379	STP HVAC Control System Upgrade	\$83,500
99 256-0379	½ ton Pick-Up Truck with Flatbed	\$16,500
100 256-0379	GIS Equipment Replacement	\$6,817

101

102 Section 8. The City Council hereby appropriates \$23,317 from the Water Fund Reserve to  
103 purchase a new ½ ton pick-up truck with flatbed, and to fund the replacement of GIS equipment:  
104

105 Expenditure:

106 <u>Account</u>	<u>Description</u>	<u>Amount</u>
107 256-0378	½ ton Pick-Up Truck with Flatbed	\$16,500
108 256-0378	GIS Equipment Replacement	\$6,817

109

110 Section 9. This is a budget amendment ordinance only, is not permanent in nature, and  
111 shall not be codified.  
112

113 ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_\_ day of  
114 \_\_\_\_\_, 2019.  
115

116 CITY OF HOMER  
117  
118  
119  
120

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

121

122 ATTEST:

123

124 \_\_\_\_\_

125 MELISSA JACOBSEN, MMC, CITY CLERK

126

127 YES:

128 NO:

129 ABSTAIN:

130 ABSENT:

131

132 First Reading:

133 Public Reading:

134 Second Reading:

135 Effective Date:

136

137

138 Reviewed and approved as to form:

139

140 \_\_\_\_\_

141 Katie Koester, City Manager

142

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

\_\_\_\_\_  
Holly C. Wells, City Attorney

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



# City of Homer

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

## Finance Department

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121

(f) 907-235-3140

## Memorandum 19-099

TO: Mayor Castner and Homer City Council

THROUGH: Katie Koester, City Manager

FROM: Elizabeth Walton, Finance Director

DATE: August 7, 2019

SUBJECT: 2019 Mid-Year Budget Amendments

The purpose of this memo is to provide additional discussion on the proposed 2019 mid-year budget adjustments.

Based on policy perspective, management decided to allow certain line items to nominally run over the budgeted amount. We are pushing truth in reporting (transparency) and making sure that the budgeted amounts are in line with actual costs, so therefore we would rather a department go over in a line item than “hide” those costs in another line to stay within budget. These overruns are offset with an expected underage in another line item within the same “department” budget. Thus, there was no need to include these requests in the budget amendment ordinance. These overruns are detailed below:

- Police Administration (100-0160):
  - **Request Language:** The Police Department hired a new police officer this year that had to attend the police academy in Sitka. In years past all academy training was paid for by the Alaska Police Standards Council. The council can no longer afford to pay any academy training costs. The cost for sending one officer to the academy is approximately \$15,000 which is over half of our approved employee training budget. Despite reducing employee training to help offset the academy costs we still have other training needs and requirements to fill this year. We are requesting to transfer \$8,000 from 100.0163.5101, (Wages-Regular), to 100.0160.5603, (Employee Training), to adequately cover our police officer training costs. The funds in our budget line item for wages are available due to a police officer position being vacant for several months.
  - **Administration Decision:** Due to the size of this request being within City Manager authority, administration felt it more appropriate to overrun the Training line item and come in under budget in the Regular Wages line. Overall, the Police Administration budget will remain within the adopted amount.



- Public Works – Motor Pool (100-0176):
  - **Request Language:** The Fire Department vehicles have had to have some extra attention in 2019. Outside personnel was brought in to do some of the additional work early in the year to get some equipment fully operational. And, a large purchase was just made to get Engine 4 operational. This was a purchase of a \$5,500 turbo so that the engine could operate as required to function the pumps. This purchase will exceed the budget line item by about \$300. Requesting an adjustment of \$5,900 will provide 38% of the normal budget with approximately 42% of the year remaining.
  - **Administration Decision:** Due to the size of this request being within City Manager authority, administration felt it more appropriate to overrun the Fire Motor Fuel line item and stay within the overall bounds approved in the Motor Pool adopted budget.
- Port and Harbor – Harbor Maintenance (400-0611):
  - **Request Language:** 400-0611-5207 is a combined expense account for all the port and harbor rolling stock. Early in 2019 we had to replace the engine in patrol truck 429 and the cost overrun in the port maintenance-vehicle boat maintenance account is due to that unexpected engine failure. This reimbursement should come from the port and harbor fleet reserves 452-0374 account. The requested additional funding totaled \$9,000.
  - **Administration Decision:** Due to the size of this request being within City Manager authority, administration felt it more appropriate to overrun the Vehicle/Boat Maintenance line item and stay within the overall bounds approved in the Harbor Maintenance adopted budget.

**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Library Date 8/1/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____  <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input checked="" type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input type="checkbox"/> <b>Operating Line Item Increase</b> <b>Request Title</b> <u>Library Security Cameras Replacement</u> <b>*Additional Funding*</b> _____ <b>Fund Name:</b> <u>General Fund</u> <b>Account Name:</b> <u>Library Depreciation</u> <b>Account #</b> <u>156-0390</u> <b>Estimated Cost:</b> <u>\$10,000</u>
---	---

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

The library has 12 security cameras which monitor the outside of the building and several indoor areas that are difficult to see from the front desk. The recordings can be used to obtain information about theft, vandalism and other infractions of the law. The camera feeds are visible from the front desk and from the police station, with recordings viewable for 7-10 days.

The cameras are well past their designed lifespan. Of the twelve, only four work at all, and those are erratic. The manufacturer no longer makes the parts, the cables or the cameras themselves. The maintenance department has been unable to service the equipment for some time.

In a mid-year budget adjustment for 2018, the former Library Director requested \$20,000 to fund replacement for the cameras. The \$20,000 was approved but the work was never carried out due to trade conflicts with China. (The original bid would have used Chinese-made equipment, which is no longer allowed.) The IT Director now estimates the total replacement cost at up to \$30,000. This estimate is based on 12 new cameras at \$1,700 each, plus 9 new licenses at \$200 each, plus labor and installation costs.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

The cameras are needed for the safety of the staff and public, as well as the protection of the library building and assets.

**Priority of Need:** This budget request item ranks # 1 of the department's 1 budget requests.

Requestor's Name: Dave Berry Dept Head Approval Dave Berry  
Date 8/1/2019

City Manager  
Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Fire Department

Date 8/1/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐

Part-time ☐

Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more)

☐ **Operating Line Item Increase**

Request Title Purchase Command Vehicle

Fund Name: General Fund

Account Name: Fire Fleet Reserves

Account # 152-0381

Estimated Cost: \$75,000

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

The fire department is requesting the purchase of a new Command Vehicle at the cost of 75,000. At this time the fire department does not have a vehicle suitable to safely or affectively provide command and control of emergency scenes. The two recent mass casualty events, plane crash and capsized boat made that abundantly clear to us. In order to mitigate those risks, the command staff will need to have the appropriately equipped response vehicles. The vehicle requested would be a 3/4 ton pickup with a canopy to cover the bed and a command module installed in the bed. there would also be additional radios in the back for the purpose of providing adequate communications on multiple frequencies. This vehicle would need to be equipped with sufficient emergency lighting to provide a safe work environment while working on roadways, auxiliary work lighting for times of darkness and It would need to have an inverter to provide 110 Volt power. We would also have a snow plow included with this vehicle so that we could maintain our own parking lot with the hopes of saving money annually by eliminating the need to contract that service. This project is phase one of two in bringing a much needed command structure to the daily operations of the Homer fire Department. Soon, we will have 3 Chief officers that will be required to participate in a rotational on call status. This will assure that during emergencies we are providing the citizens of Homer with a command officer with as much consistency as possible.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

This line item increase should keep the budget from over running at the end of the year.

Priority of Need:

This budget request item ranks # 1 of the department's 2 budget requests.

Requestor's Name:

Mark Kirko

Dept Head Approval

Mark Kirko

Date

8/1/2019

City Manager

Recommendation:

☒ Approved

☐ Denied

☐ Amended

Comments:

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CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019

Requesting Department Fire Department

Date 8/2/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐  
Part-time ☐ Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ **Operating Line Item Increase**

Request Title Command Vehicle conversion of Utility 2

Fund Name: General Fund

Account Name: Fire Fleet Reserves

Account # 152-0381

Estimated Cost: \$10,500

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

This request would be to repurpose the use of Utility 2 and make it suitable to be one of the two command units required by the department for the purpose of providing Incident Command during emergency calls. This vehicle does not have a command module or radios to handle the basic functions of incident command. We would also need to add some additional lighting and power supplies to the rear cargo area where the IC would work from.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

The fire department is requesting the funding to repurpose our existing "Utility -2 vehicle" and convert it in to a Command Vehicle. This would be phase two of two in acquiring command vehicles for assuring adequate command presence at emergencies. This will assure that we are providing a proper response to the community on a routine basis.

Priority of Need: This budget request item ranks # 2 of the department's 2 budget requests.

Requestor's Name: Mark Kirko

Dept Head Approval Mark Kirko

Date 8/2/2019

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Public Works

Date 7/29/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐  
Part-time ☐ Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ **Operating Line Item Increase**

Request Title Design for Airport Terminal Roof Replacement

Fund Name: General Fund

Account Name: Airport Depreciation

Account # 156-0388

Estimated Cost: \$23,000

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

The shingle roof and the four small flat membrane roofs at the Homer Airport Terminal are 28 years old. For several years, multiple sections of shingles have had to be replaced after heavy winds or storms. Adjacent shingles to the repair areas have shown to be loose. Nails can be lifted out by hand. This roof has been on the radar for replacement and is now at a place where it should be replaced ASAP. Funds are being requested for 2019 midyear for bid-ready specs for replacement in 2020. Replacement will include all shingles and membrane roofing, perimeter flashing and gutters, and all other roof penetration flashings and ridge venting structures.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

This replacement is necessary to protect the terminal building and it's contents. Obtaining the design and specs in 2019 will allow for bidding the project early in 2020.

Priority of Need: This budget request item ranks # 1 of the department's 6 budget requests.

Requestor's Name: Dan Gardner

Dept Head Approval Carey Meyer

Date 8/2/2019

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Public Works Date 8/2/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> Position Title _____ Salary Range & Step _____ Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Hours Per Year _____ <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input checked="" type="checkbox"/> <b>Operating Line Item Increase</b> Request Title <u>Motor Pool Vehicle Maintenance</u> Fund Name: <u>General Fund - Motor Pool</u> Account Name: <u>Vehicle/Boat Maintenance</u> Account # <u>100.0176.5207</u> Estimated Cost: <u>\$40,000</u>
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

The vehicle/boat maintenance line item covers all equipment and vehicle maintenance costs. Historically, the budgeted \$200,000 generally covers the needs. In 2016, actual expenditures were \$180,712, 2017 was \$232,763, and 2018 was \$191,598. In 2019, we have spent \$160,000 of the \$200,000 by the middle of July and it is unlikely that the remaining \$40,000 will take us through the remaining half of a year. Some of the out of ordinary expenses are \$15,540 for new loader chains (replaced every 5 to 6 years), \$6200 for sander truck transmission, \$15,500 for loader tires, and \$13,800 for various grader repairs (circle repair, wing repair, track repair). These few items alone total \$51,040 and were not built into the budget line item. Based on the fact that we overrun this line in 2017 and continue to push the limits of this line item, having aging equipment, and because costs on everything continue to rise, it is likely that this item will have to be increased in future budgets, as well as needing increased in this 2019 budget.

Also a part of this budget request is for repair of the 410 John Deere backhoe bucket, which is used to load every bit of sand into sanding trucks, move items around the yard, and is used for excavation of some water/sewer line repairs and other types of excavation. John Deere no longer provides a bucket for the 410 so the City is repairing the current one now, with this piece of equipment scheduled for replacement in 2020.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

Making this \$40,000 adjustment should allow this line item to not overrun by the end of 2019. This, of course, is dependent upon whether there are any major breakdowns to equipment.

**Priority of Need:** This budget request item ranks # 2 of the department's 6 budget requests.

Requestor's Name: Dan Gardner Dept Head Approval Carey Meyer  
 Date 8/2/2019

City Manager Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019

Requesting Department Public Works

Date 8/2/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐  
Part-time ☐ Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more)

☐ **Operating Line Item Increase**

Request Title Inventory Replacement

Fund Name: General Fund

Account Name: Public Works Depreciation

Account # 156-0395

Estimated Cost: \$6,300

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

We are in need of replacing all of our barricades and some traffic cones/candlesticks, and replace some very aged and faded traffic/construction signs. The barricades are at least 28 years old. We are requesting an increase to purchase these items (approximately 30 barricades, 100 cones, 25 candlesticks, 6 construction signs).

The City will be partnering with the Homer Chamber of Commerce to purchase additional traffic cones and safety vests for future community events.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

This will allow us to be better prepared for things such as mainline breaks and other roadside maintenance.

Priority of Need: This budget request item ranks # 3 of the department's 6 budget requests.

Requestor's Name: Dan Gardner

Dept Head Approval Carey Meyer

Date 8/2/2019

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Public Works

Date 8/1/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐  
Part-time ☐ Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ **Operating Line Item Increase**

Request Title Replacement of GIS field data collection equipment

Fund Name: 1/3 PW Reserve; 1/3 Water Reserve; 1/3 Sewer Reserve

Account Name: PW Reserve, Water Reserve, Sewer Reserve

Account # 156-0395; 256-0378; 256-0379

Estimated Cost: \$20,450

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

Public Works obtained GIS (Global Information System) field data collection equipment in 2004 through a ADEC grant that funded the creation of the Water/Sewer Master Plan and water/sewer computer models. This equipment gave us the ability to collect horizontal and vertical information on our water and sewer system (valves, manholes, PRV stations) and import this into and create our GIS system as well as show the City "where to dig." This equipment is now obsolete and is not worthy of repair. This capability continues to be essential to update the GIS system as infrastructure is extended. This capability has proven to also be valuable as we update GIS mapping of roads and storm drain infrastructure. Roughly one-third of the costs associated with this project are to cover a consulting package, which will provide the City with the set up of the system, integrate the new system with what the City currently has, and update the City's current GIS to best management practices. The remaining two-thirds of the cost covers replacing hardware that was purchased used in 2004. Doing this work now means the City will have the system ready to go before the snow hits.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

Managing the City's infrastructure in electronic format brings tremendous efficiencies to the City staff as it relates to maintenance and operations, understanding the implications of expansion, and meeting regulatory requirements. The GIS system also provides mapping that provides usable and understandable information to the public about the infrastructure they own. Our existing equipment was marginal at best and failed six months ago- replacement is necessary now to allow effective Public Works operations. Per the IT Director, knowing where to dig can save the City enough money to cover this entire project.

Priority of Need: This budget request item ranks # 4 of the department's 6 budget requests.

Requestor's Name: Aaron Yeaton Dept Head Approval Carey Meyer

Date 8/2/2019

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

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CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019

Requesting Department Public Works Date 8/2/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____  <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input checked="" type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input type="checkbox"/> <b>Operating Line Item Increase</b> <b>Request Title</b> <u>Airport Security Cameras</u> <b>*Additional Funding*</b> _____ <b>Fund Name:</b> <u>General Fund</u> <b>Account Name:</b> <u>Airport Depreciation</u> <b>Account #</b> <u>156-0388</u> <b>Estimated Cost:</b> <u>\$10,000</u>
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

In 2019, the project was approved for \$20,000 in funding for this project but the work was never carried out due to trade conflicts with China. (The original bid would have used Chinese-made equipment, which is no longer allowed.) The IT Director now estimates the total replacement cost at up to \$30,000.

The cameras are well past their designed lifespan. The manufacturer no longer makes the parts, the cables or the cameras themselves. The maintenance department has been unable to service the equipment for some time.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

The cameras are needed for the safety of the staff and public, as well as the protection of the airport terminal building and assets.

**Priority of Need:** This budget request item ranks # 5 of the department's 6 budget requests.

Requestor's Name: Dan Gardner Dept Head Approval Carey Meyer  
Date 8/2/2019

City Manager  
Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments:

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CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019

Requesting Department Public Works

Date 8/1/2019

☐ Request for Additional Personnel:

Position Title \_\_\_\_\_

Salary Range & Step \_\_\_\_\_

Full-time ☐  
Part-time ☐ Hours Per Year \_\_\_\_\_

**(FINANCE DEPT WILL COMPLETE)**

5101 Permanent Employees \_\_\_\_\_

5102 Fringe Benefits \_\_\_\_\_

5103 P/T Employees \_\_\_\_\_

5104 Fringe Benefits P/T \_\_\_\_\_

5105 Overtime \_\_\_\_\_

**Total Personnel Cost** \_\_\_\_\_

☒ **Capital Request** (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) ☐ **Operating Line Item Increase**

Request Title Inventory Adjustment - Policy Change

Fund Name: General Fund

Account Name: Public Works Depreciation

Account # 156-0395

Estimated Cost: \$12,526

**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

During the recent financial audit, it was collectively decided to switch from a consumption method to a purchase method for roads supplies such as sign posts, culverts, storm drain manhole lids, etc. In order to make this switch, the existing inventory supplies (purchased with an inventory account rather than the budget line item for roads) need to be "purchased" and paid to the inventory account where they were originally purchased. Once this is completed, future purchases of the referenced items will be paid from the various roads operating supplies line item in the operating budget.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

This change will simplify accounting of the supplies for roads and avoid surprises at the end of the year when final inventory accounting takes place. All of the referenced items will continue to be "inventoried" by the department in the MP2 maintenance software.

Priority of Need: This budget request item ranks # 6 of the department's 6 budget requests.

Requestor's Name: Dan Gardner Dept Head Approval Carey Meyer

Date 8/1/2019

City Manager

Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Public Works Date 8/1/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____  <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input checked="" type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input type="checkbox"/> <b>Operating Line Item Increase</b>  <b>Request Title</b> <u>STP HVAC Controls Upgrade and System Balancing</u>  <b>Fund Name:</b> <u>Sewer Reserve Fund</u>  <b>Account Name:</b> <u>Sewer Reserves</u>  <b>Account #</b> <u>256-0379</u>  <b>Estimated Cost:</b> <u>\$83,500</u>
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

Funds will be used to upgrade 27 year old HVAC control system, ducting, and supply fans so the system can be balanced for the most efficient operation possible. Most of the control system ( thermostats, dampers, etc.) is not operational and parts are obsolete making it impossible to repair. Ducting is undersized to meet today's standards. With out properly working controls and ducts the new HVAC system can not be properly balanced. With out properly working controls and ducts the new HVAC system can not be balanced correctly to maintain for proper air exchanges in the facility. Reduced air quality can be hazardous for operators working in the plant and cause farther damage to the building. Performing this work now would insure the the HVAC system is working properly before winter.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

This request will complete the STP HVAC upgrade. It will bring the HVAC system up to current OSHA standards for air exchanges in a Waste Treatment Facility.

**Priority of Need:** This budget request item ranks # 1 of the department's 3 budget requests.

Requestor's Name: Todd Cook Dept Head Approval Carey Meyer  
Date 8/2/2019

City Manager  
Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019

Requesting Department Public Works Date 8/6/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____  <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input checked="" type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input type="checkbox"/> <b>Operating Line Item Increase</b> <b>Request Title</b> <u>1/2 Ton Pick-Up with Flat Bed</u>  <b>Fund Name:</b> <u>Water/Sewer Reserve</u>  <b>Account Name:</b> <u>Water/Sewer Reserves</u>  <b>Account #</b> <u>256-0378/256-0379</u>  <b>Estimated Cost:</b> <u>\$33,000</u>
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

Funds would be used to replace a 1996 1/2 ton pick-up truck with flat bed. This truck is used to haul parts and fittings to various job sites. This is one of the oldest trucks in the fleet, which means it is requiring more maintenance. The body and under carriage are very corroded.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

Trucks like the 1/2 ton pick-up transport crew members, tools and parts to various job sites (ie. lift stations and pressure reducing stations) where a majority of Public Works tasks are performed.

**Priority of Need:** This budget request item ranks # 2 of the department's 3 budget requests.

Requestor's Name: Todd Cook Dept Head Approval Carey Meyer  
Date 8/6/2019

City Manager  
Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

Requesting Department Public Works Date 8/1/2019

<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____  <b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	<input type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input checked="" type="checkbox"/> <b>Operating Line Item Increase</b> <b>Request Title</b> <u>System Wide Meter Head Replacement</u>  <b>Fund Name:</b> <u>Water Fund</u>  <b>Account Name:</b> <u>Water Meters - Operating Supplies</u>  <b>Account #</b> <u>200-0406-5202</u>  <b>Estimated Cost:</b> <u>\$35,000</u>
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

The system wide meterhead change out was originally set up to replace all meterheads in a 5 year period. Due to software and scheduling issues with Badger, the installation of new meterheads is a year behind. These funds would be used to install inventory we currently have on hand to put us back on schedule to complete this project.

**How is this request necessary for the Department to carry out its mission, or to meet Department goals?**

New meter heads read customer usage more accurately allowing the City to bill correctly and account for water produced.

**Priority of Need:** This budget request item ranks # 3 of the department's 3 budget requests.

Requestor's Name: Todd Cook Dept Head Approval Carey Meyer  
Date 8/2/2019

City Manager  
Recommendation: ☒ Approved ☐ Denied ☐ Amended

Comments: \_\_\_\_\_  
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**CITY OF HOMER  
DEPARTMENT BUDGET REQUEST  
Mid-Year 2019**

<b>Sponsor</b>	Aderhold	<b>Date</b>	8/21/2019
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<input type="checkbox"/> <b>Request for Additional Personnel:</b> <b>Position Title</b> _____ <b>Salary Range &amp; Step</b> _____ <b>Full-time</b> <input type="checkbox"/> <b>Part-time</b> <input type="checkbox"/> <b>Hours Per Year</b> _____	<input checked="" type="checkbox"/> <b>Capital Request</b> (for acquiring/constructing a major, long-term asset valued at \$5,000 or more) <input type="checkbox"/> <b>Operating Line Item Increase</b> <b>Request Title</b> <u>HERC1 Demolition Study</u>  <b>Fund Name:</b> <u>General Fund</u>  <b>Account Name:</b> <u>Old Middle School Depreciation</u>  <b>Account #</b> <u>156-0396</u>  <b>Estimated Cost:</b> <u>\$35,000</u>
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<b>(FINANCE DEPT WILL COMPLETE)</b> 5101 Permanent Employees _____ 5102 Fringe Benefits _____ 5103 P/T Employees _____ 5104 Fringe Benefits P/T _____ 5105 Overtime _____ <b>Total Personnel Cost</b> _____	
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**Fully describe the specifics of your budget request i.e. item(s) to be purchased, their function and justification.**

A demolition study for the HERC1 will assist the City in determining the needs and future plans for the Homer Education and Recreation Complex (HERC). Specifically, the demolition study will address the following four considerations proposed by Council for the HERC1: **(1)** Keep the gym and portion of the upstairs that has the ventilation system and boiler, and demolish everything else **(2)** Keep the concrete foundation to refurbish and demolish everything else **(3)** Demolish all of HERC1, including the concrete foundation **(4 - optional)** Evaluate demolition process and costs for HERC2. Given the selected firm will already be visiting the site for HERC1, this could be a cost saving measure for the City, however it would increase the estimated cost of the demolition study.







## 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: Katie Koester, City Manager  
DATE: August 21, 2019  
SUBJECT: City Manager Report

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### Census Update

The first major Census operation will take place soon in a few communities throughout Alaska. This field operation - called Address Canvassing – includes areas in Homer, Kenai, Soldotna, Nikiski and several more rural areas on the Peninsula as well as Juneau, Sitka, Ketchikan, Anchorage, Wasilla, Palmer, Healy, Fairbanks, and Skagway.

This operation will have Census Takers physically knock on the door of every single housing unit in these areas. Whether or not anyone is home, the census takers will update address information on their mobile device and then move on to the next housing unit. Here's some information on how to identify a Census Taker: <https://2020census.gov/en/census-takers.html?#>

You can view more detailed information including a short video about the Address Canvassing operation here: <https://www.census.gov/library/video/2019/address-canvassing-for-2020-census.html>

### Alaska Municipal League Summer Meeting

The week of August 13<sup>th</sup>, Alaska Municipal League (AML) held their summer meeting in Soldotna. It was great to have a conference close to home that showcased the Peninsula – as a reminder, the City of Homer is scheduled to host the meeting in 2021. During the first day of meetings, the Alaska Municipal Manager's Association held our summer meeting where we talked about succession planning and employee retention, evaluating department heads and how a manager can facilitate conversations on difficult issues. I always appreciate the opportunity to learn and network with other managers – especially Alaskan managers. I brought home some great info on improving the evaluation process with the leadership team, which we will work through at subsequent staff meetings. The group also brought up 311, an informational line that is reserved for municipal use. The City of Anchorage recently instituted a 311 program and has had some success. I have talked through the challenges and benefits with staff here, and while we might not quite be big enough to need a centralized City of Homer number, it is a good thing to keep in mind for the future. AML began with a welcome from Borough Mayor Pierce. He gave a presentation on how the Borough has been able to reduce costs through an increased focus on workplace safety. This prompted me to look at our workmans' comp claims and review ways we can keep safety in the forefront. The Peninsula legislative delegation was invited to review the legislative session and Senator Micciche, Representative Knopp and Representative Vance all shared their thoughts and insight. As you can imagine, the audience voiced their frustration and concerns over funding for rural communities, the stalemate in the legislature, and the

meeting location for the special session. After their presentations, AML lobbyists marched us down a list of pending legislation in Juneau and did some instant feedback polling with the audience. It was a bit of a challenge to provide up or down feedback on a proposed bill given the short amount of time dedicated to each (and you know the devil is in the details on those!) but it was nice to review the list. I have included it in the packet in case something sparks a member's interest and we can put it on a list to watch next legislative session.

Over lunch, AML's Director Nils Andreassen introduced the idea of a community dividend – in summary, dedicating some of the Permanent Fund to fund services that are provided now by the state that local governments could provide. This was presented in the context of what do we do well that we could do more of with funding? This could be a heavy lift for many reasons, but certainly providing services closer to the people and increasing local control are things municipalities can philosophically get behind. Look for more conversation on this concept at future AML meetings. As you can imagine, this meeting had a focus on all things legislature. As we discussed ways the state was already cost shifting to municipalities and the promise of more cuts to come, AML encouraged municipalities to take an inventory of all our points of vulnerability to the state. I think this is a great exercise and at the next department head meeting I plan on brainstorming direct links we have with the state in order to present council with a list. This will allow us to get a better handle on exactly how vulnerable we are to direct cuts from the state. I will look for everything from permit fees for water testing to how much we pay to lease the ground at the airport and summarize those to Council as you work on the next budget period. Senator Murkoswki closed the day with a summary of federal issues.

The conference ended the following morning with an air of uncertainty; representatives from the nonprofit community (Foraker Group and Rassumson), the Association of School Administrations, Alaska Public Media, and State Hospital and Nursing Home Association addressed the group on how the current governor's budget would affect these sectors. The news was grim, though not necessarily new. One take away I had was regarding the cut to Medicaid and how the public had not heard much about the impacts because of the unallocated nature of the cut. Because Medicaid is a statutory program, people are entitled to a certain level of benefit, making it very difficult to cut in a short period of time. The speaker's prediction was that the department would be unable to find the necessary cuts and a supplemental request would be before the legislature next year. My day finished off with a meeting between Peninsula managers and the Borough Mayor's office regarding progress on online sales tax collection. We discussed some of the pros and challenges of a statewide tax collecting entity through AML and how Peninsula cities could be supportive of the Borough in their efforts regarding online sales tax collection and organization.

### **Beach Nourishment Beginning in the Fall**

The attached map reflects where the Army Corps of Engineers plans to access the tidelands for a beach nourishment project in the fall. Dredged materials from the Homer Harbor will be reintroduced to the system at Lots 2 and 4 and a portion of Lot 14 (where we used to have a city campground) between the dates of September 6 and October 15. Though this will not solve our erosion issues on the Homer Spit, over time the sediment transfer may build up the west side of the Spit and mitigate damage from winter storms.

### **Changes in Parking Designation at Homer Airport Terminal**

Parks and Recreation staff who handle parking enforcement at the Homer Airport Terminal have proposed changing the "24 hour" parking spot to "Long Term Parking." Currently, the "24 hour" parking spots allow someone to park for two calendar days at only \$5. Changing this designation to "Long Term Parking" will create a consistency of \$5 per calendar day for all parking designations, reduce confusion, and raise revenue for the City. Another proposed change is shifting employee parking to the row previously used by the car rental company, which will free up more long term parking at the airport. The changes will take place this fall

### **Summary of August 20<sup>th</sup> Sewall Meeting**

A neighborhood meeting was held on August 20<sup>th</sup> with the property owners in the ODLSA (Ocean Drive Loop Service Area) to discuss potential next steps on a major maintenance project for the seawall. The group reviewed Coastal Engineer McPherson's "Homer Seawall Alternatives Analysis" and discussed next steps with City Council involvement. Ten property owners representing six of the thirteen privately-held parcels were in attendance along with Councilmember Aderhold, Public Works Director Meyer, and myself. Coastal Engineer McPherson went through the analysis step by step and the group had the opportunity to ask questions related to the concepts proposed in the report. The group demonstrated a strong preference for riprap to enforce the toe of the wall. With a rough order of magnitude cost between 1.5 and 2.1 million dollars, this was the second most affordable option proposed by the coastal engineer. There was also discussion concerning available funding for the capital improvement projects and annual maintenance of the Seawall, and the different strategies that could be used to cover associated expenses. Those present came to a consensus on bringing these topics before Council in a worksession format this fall to talk through some of the tough questions regarding how to fund an improvement considering the fact that without a homeowners association, any mechanism would have to be approved by City Council. I will be sending those who were not present a detailed summary of the meeting and propose September 23 for a worksession with Council on this topic.

### **Impacts of KPBSD School Closures on City Activities**

The City is preparing for a potential closure of all KPBSD facilities in the event of a strike by KPBSD staff. Some of the impacts we anticipate include no indoor or outdoor Community Recreation activities at the High School or Middle School. These include soccer, frisbee, flag football, basketball, volleyball, weight room, open gym, and instructional classes such as Spanish and beekeeping. In the event of a closure, we will move the Community Recreation office temporarily to the HERC. Any activities that can be rescheduled to the HERC will be. However, this will be limited to use of the gym and the activity room. Community Recreation Manager Illg will be meeting with community organization the week of August 26<sup>th</sup> to discuss ways community organizations can collaborate to limit the disruption to activities as little as possible. Nevertheless, there will be significant impacts, not only to Community Recreation activities, but to other programming taking place in the public schools. Other impacts we anticipate and are trying to prepare for include an influx of school age children at the Homer Public Library.

### **Project Closeout**

In March I reported in the City Manager's report that the Finance Department was undertaking the reconciliation of project account balances citywide. Some projects have been left open in our "books", but no activity has taken place for several years. Some of these projects are open with significant negative (or positive) balances. This could mean that a transfer of funds may never have been recorded, there were coding errors, or that the project did indeed over or under spend its appropriation. The Finance Director is methodically going through the history on each project to reconcile its open balance. The project list will be brought to Council and need council action to close out open projects by transferring funds. We will be prioritizing the general fund, though there are open projects throughout all city funds. It is important to note that the project dollars that have been spent are accounted for when you roll everything up to fund balance; no new money is needed to close out the project. Nevertheless it may affect the balances of different accounts within the fund. It will be important for Council to have a solid understanding of the accounts as they move into developing comprehensive policy on fund management. Equally important will be administration developing systems to prevent projects from being left open; we plan do to this thorough



internal measures such as close out meetings and forms and an annual report to Council. Stay tuned for more on project close out!

**Enc:**

Employee Anniversaries

List of Municipal Related Legislation from AML Summer Conference

Beach Nourishment Project Area Map

Airport Parking Map

HPS Progress Report through August 21, 2019



# City of Homer

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

## Office of the City Manager

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-8121 x2222

(f) 907-235-3148

## Memorandum

TO: MAYOR CASTNER AND CITY COUNCIL  
FROM: Katie Koester  
DATE: August 26, 2019  
SUBJECT: August 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>Dan Gardner,</b>	<b>Public Works</b>	<b>28</b>	<b>Years</b>
<b>Carey Meyer,</b>	<b>Public Works</b>	<b>20</b>	<b>Years</b>
<b>Joe Inglis,</b>	<b>Public Works</b>	<b>8</b>	<b>Years</b>
<b>Eve Dickmann,</b>	<b>Police</b>	<b>7</b>	<b>Years</b>
<b>Staci LaPlante,</b>	<b>Public Works</b>	<b>5</b>	<b>Years</b>





HB	SB	SHORT TITLE	SPONSOR HOUSE	SPONSOR SENATE	
<u>HB 64</u>	<u>SB 62</u>	ALCOHOL TAX: APPROP TO COMMUNITY ASSIST.	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>SB 52</u>		ALCOHOLIC BEVERAGE CONTROL; ALCOHOL REG	SENATOR MICCICHE		
<u>SB 50</u>		EMPLOYMENT TAX FOR EDUCATION FACILITIES	SENATOR BISHOP		
<u>HB 75</u>	<u>SB 74</u>	INTERNET FOR SCHOOLS; FUNDING	REPRESENTATIVE RASMUSSEN	SENATOR HOFFMAN	
<u>HB 79</u>		PEACE OFFICER/FIREFIGHTER RETIRE BENEFITS	REPRESENTATIVE KOPP		
<u>HB 131</u>	<u>SB 104</u>	APPROPRIATION LIMIT	HOUSE FINANCE	SENATE FINANCE	
<u>HB 65</u>	<u>SB 63</u>	FISH TAX: REPEAL MUNI REFUNDS/REV. SHARE	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 107</u>	<u>SB 96</u>	MUNICIPAL ALCOHOL LICENSES	REPRESENTATIVE SULLIVAN-LEONARD	SENATOR WILSON	
<u>HB 138</u>	<u>SB 51</u>	NATIONAL RESOURCE WATER DESIGNATION	REPRESENTATIVE KOPP	SENATE RESOURCES	
<u>HB 59</u>	<u>SB 57</u>	REPEAL MUNI LEVY OF O&G TAX/CREDIT	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 66</u>	<u>SB 64</u>	REPEAL STATE DEBT REIMBURSE. FOR SCHOOLS	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 106</u>		SCHOOL BOND DEBT REIMBURSEMENT	REPRESENTATIVE WILSON		
<u>HB 84</u>	<u>SB 107</u>	WORKERS' COMP: POLICE, FIRE, EMT, PARAMED	REPRESENTATIVE JOSEPHSON	SENATOR GRAY-JACKSON	
<u>HJR 7</u>	<u>SJR 6</u>	CONST AM:APPROP. LIMIT; RESERVE FUND	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	

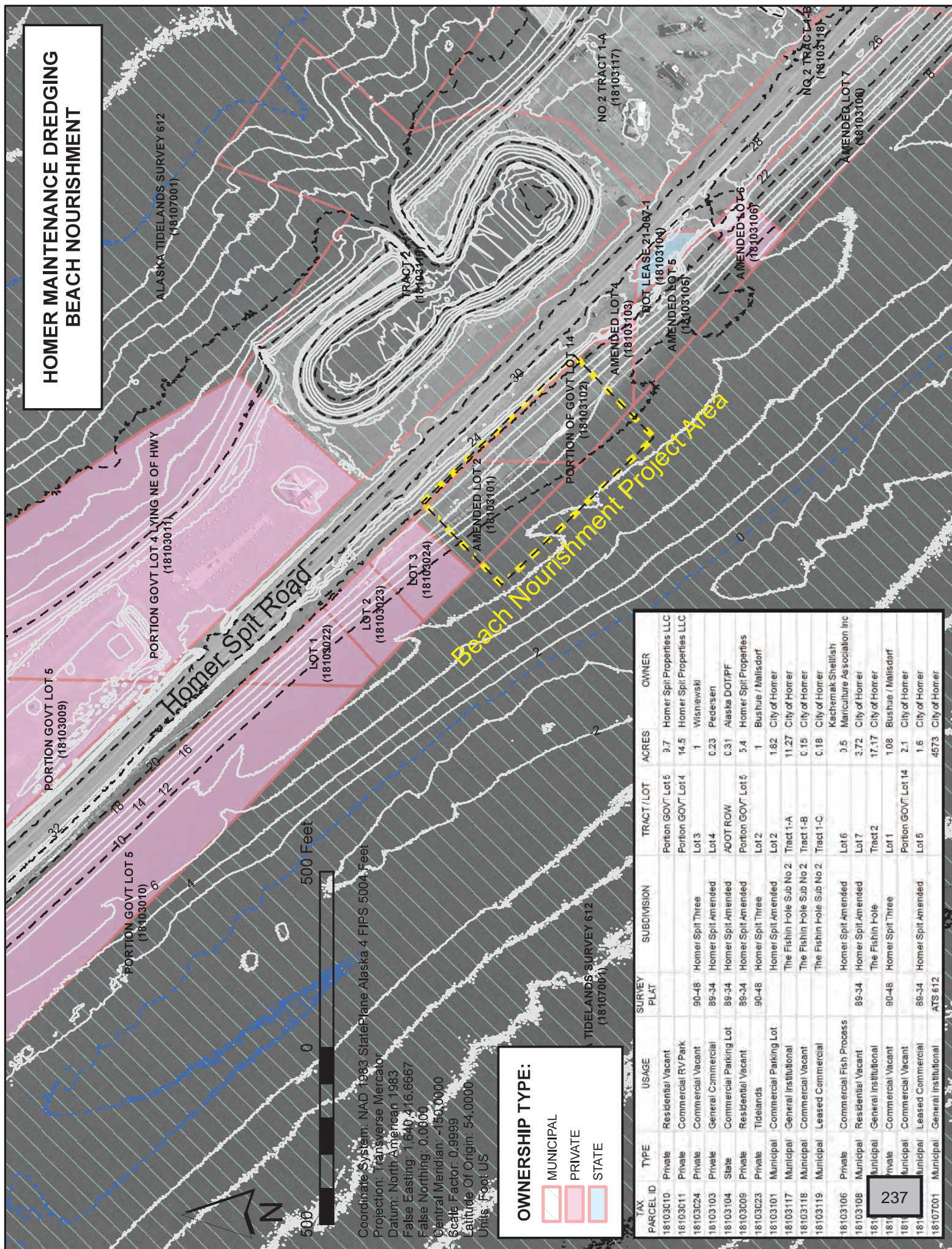
HB	SB	SHORT TITLE	SPONSOR HOUSE	SPONSOR SENATE	
<u>SJR 9</u>		CONST.AM: APPROP. BILL FOR PUBL EDUCATION	SENATOR COSTELLO		
<u>SB 115</u>		MOTOR FUEL TAX	SENATOR BISHOP		
<u>HB 130</u>	<u>SB 110</u>	REPEALING FUNDS; COMMUNITY ASSISTANCE	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>SB 126</u>		SCHOOL DISTRICT CONSOLIDATION	SENATOR SHOWER		
<u>HB 30</u>		WORKERS' COMP: DEATH; PERM PARTIAL IMPAIR	REPRESENTATIVE JOSEPHSON		
<u>HJR 17</u>		ALLOW TRIBES TO USE FED. EDUCATION MONEY	REPRESENTATIVE KOPP		
<u>HJR 16</u>		BIENNIAL STATE BUDGET	REPRESENTATIVE TUCK		
<u>HB 142</u>	<u>SB 121</u>	NATIVE ORGANIZATIONS VPSO & TANF PROGRAMS	REPRESENTATIVE KREISS-TOMKINS	SENATOR KIEHL	
<u>HB 169</u>		OCC. LICENSING; MIN. WAGE; LOBBYING	REPRESENTATIVE EASTMAN		
<u>SB 102</u>		RIP FOR PUBLIC EMPLOYEES/TEACHERS	SENATOR KAWASAKI		
<u>HCR 10</u>	<u>SCR 8</u>	SPECIAL SESSION: PERM. FUND	HOUSE RULES	SENATE RULES	
<u>HJR 5</u>	<u>SJR 4</u>	CONST. AM: STATE TAX; INITIATIVE	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 73</u>	<u>SB 69</u>	EXEMPT CHARITABLE GAMING FROM PERMIT/FEES	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 11</u>		PEACE OFFICER RETIREMENT BENEFITS	REPRESENTATIVE RAUSCHER		

HB	SB	SHORT TITLE	SPONSOR HOUSE	SPONSOR SENATE	
<u>HB 172</u>		PFD/OTHER CONTRIBUTIONS TO AGENCIES/MUNIS	REPRESENTATIVE EASTMAN		
<u>HB 156</u>		PUBLIC SCHOOL/UNIVERSITY HEALTH INSURANCE	REPRESENTATIVE VANCE		
<u>HB 69</u>	<u>SB 67</u>	REPEAL AK PUBLIC BROADCASTING COMM.	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 61</u>	<u>SB 59</u>	REPEAL DEBT REIMBURSEMENT: CAP. PROJECTS	HOUSE RULES BY REQUEST OF THE GOVERNOR	SENATE RULES BY REQUEST OF THE GOVERNOR	
<u>HB 76</u>		RESIDENTIAL BUILDING CODE; AHFC; MUNIS.	REPRESENTATIVE RASMUSSEN		
<u>HB 41</u>	<u>SB 22</u>	SHELLFISH ENHANCE. PROJECTS; HATCHERIES	REPRESENTATIVE ORTIZ	SENATOR STEVENS	
<u>HB 166</u>	<u>SB 81</u>	TELEPHONE COOPERATIVES;TELECOMMUNICATIONS	REPRESENTATIVE TALERICO	SENATOR HUGHES	





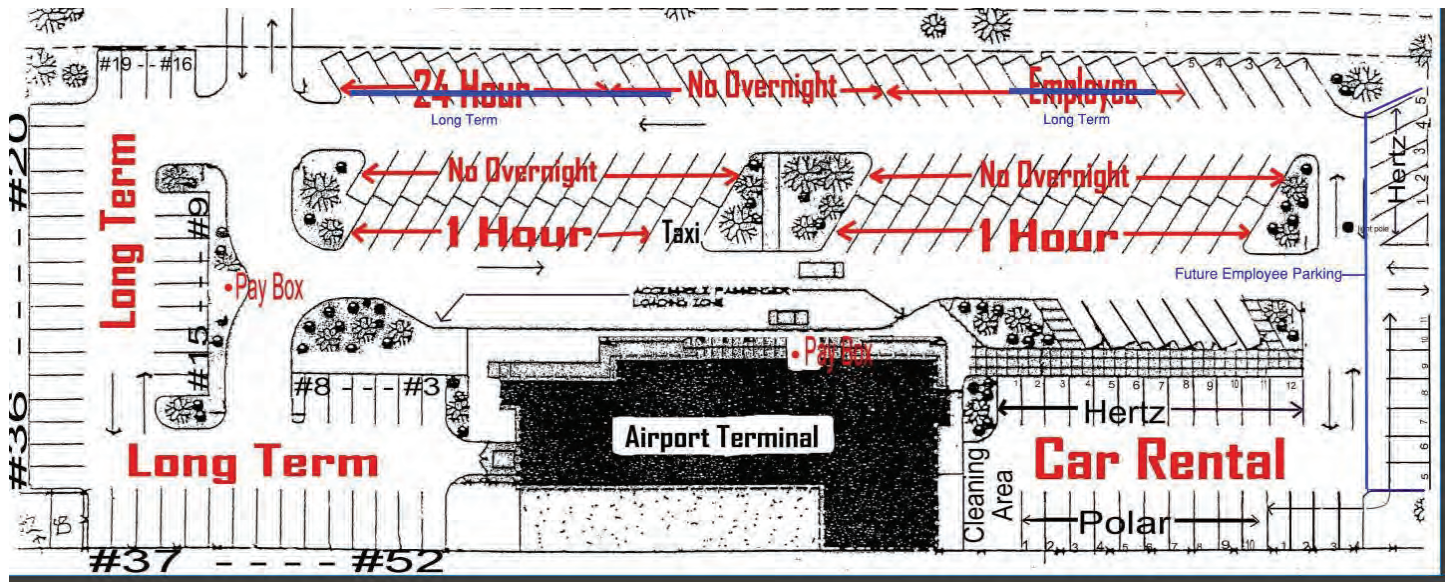
# HOMER MAINTENANCE DREDGING BEACH NOURISHMENT



TAX PARCEL ID	TYPE	USAGE	SURVEY PLAT	SUBDIVISION	TRACT / LOT	ACRES	OWNER
18103010	Private	Residential Vacant			Portion GOV <sup>1</sup> Lot 6	9.7	Homer Spit Properties LLC
18103011	Private	Commercial RV Park			Portion GOV <sup>1</sup> Lot 4	14.5	Homer Spit Properties LLC
18103024	Private	Commercial Vacant	90-48	Homer Spit Three	Lot 3	1	Wisniewski
18103103	Private	General Commercial	89-34	Homer Spit Amended	Lot 4	0.23	Pedersen
18103104	State	Commercial Parking Lot	89-34	Homer Spit Amended	ADOT ROW	0.31	Alaska DOT/PF
18103009	Private	Residential Vacant	89-34	Homer Spit Amended	Portion GOV <sup>1</sup> Lot 5	5.1	Homer Spit Properties
18103023	Private	Tidelands	90-48	Homer Spit Three	Lot 2	1	Bushue / Malisldorf
18103101	Municipal	Commercial Parking Lot		Homer Spit Amended	Lot 2	1.82	City of Homer
18103117	Municipal	General Institutional		The Fishin Hole Sub No 2	Tract 1-A	11.27	City of Homer
18103118	Municipal	Commercial Vacant		The Fishin Hole Sub No 2	Tract 1-B	0.15	City of Homer
18103119	Municipal	Leased Commercial		The Fishin Hole Sub No 2	Tract 1-C	0.18	City of Homer
18103106	Private	Commercial Fish Process		Homer Spit Amended	Lot 6	0.5	Kachemak Shellfish
18103108	Municipal	Residential Vacant	89-34	Homer Spit Amended	Lot 7	3.72	Mariculture Association Inc
18103109	Municipal	General Institutional		The Fishin Hole	Tract 2	17.17	City of Homer
18103110	Private	Commercial Vacant	90-48	Homer Spit Three	Lot 1	1.08	Bushue / Malisldorf
18103111	Municipal	Commercial Vacant			Portion GOV <sup>1</sup> Lot 14	2.1	City of Homer
18103112	Municipal	Leased Commercial	89-34	Homer Spit Amended	Lot 5	1.6	City of Homer
18107001	Municipal	General Institutional	ATS 612			4573	City of Homer







Please note: Car rental companies listed on the map are no longer present, and only Pioneer Car Rental leases space at the Homer Airport Terminal.





## PROGRESS STATUS REPORT

### New Homer Police Station

July 17 – August 21, - 2019

#### **Work Completed this Period:**

Poured/stripped/cured main tall foundation walls. Waterproof/insulate and drain sheet tall concrete walls. Trenched/installed main waterline and new hydrant. Installed drain tile. Install Lift station and sewer lines. Install lower slab subgrade. Framed VSB. Prepped structural concrete for backfill. Mechanical/Electrical under slab rough in, lower slab.

#### **Work to be Performed Next Period:**

Prep subgrade, reinforce, pour, finish lower slab. Begin lower level #7 line wall framing, lower floor structural ceiling diaphragm framing/sheeting. Place all CMU at lower level.

**Schedule Status:** Below are milestone start dates for this period:

<b>Milestone Task</b>	<b>Original Start Date</b>	<b>Actual Start Date</b>
Main Foundation Pour	07/30/19	07/29/19
Elevator pit slab/walls	08/15/19	08/07/19
Lower slab subgrade	08/21/19	08/12/19
Lower slab rough-in	08/15/19	08/19/19

**Anticipated Problems:** No specific problems are anticipated at this time.

End of week, (Friday), Daily Reports with site photos attached for information.

Prepared by: Pat McNary  
Project Manager



**ORDINANCE REFERENCE SHEET**  
**2019 ORDINANCE**  
**ORDINANCE 19-19(S)**

An Ordinance of the City Council of Homer, Alaska, Amending Homer City Code Title 14.08, "Water Rules and Regulations" to add HCC 14.08.015, "Water Service Area" and Prohibiting the City from Providing Water Service Outside the City of Homer Unless Authorized by Ordinance or Required by Law and Requiring the Adoption of Extraterritorial Public Utility Agreements by Resolution.

Sponsor: Aderhold

1. City Council Regular Meeting April 22, 2019 Introduction

Postponed introduction to May 28, 2019 for Worksession.

2. City Council Worksession & Regular Meeting May 28, 2019
3. City Council Regular Meeting June 10, 2019 for Public Hearing and Second Reading

Adopted substitute ordinance; referred to Economic Development Advisory Commission, Planning Commission and Port and Harbor Advisory Commission

4. City Council Regular Meeting August 26, 2019 Second Reading

Memorandum 19-072 from Councilmember as backup  
Memorandum 19-104 from Port & Harbor Advisory Commission as backup  
Memorandum 19-105 from Economic Development Advisory Commission as backup  
Memorandum 19-106 from Planning Commission as backup





**CITY OF HOMER  
HOMER, ALASKA**

Aderhold

**ORDINANCE 19-19(S)**

AN ORDINANCE OF THE CITY COUNCIL OF HOMER, ALASKA, AMENDING HOMER CITY CODE TITLE 14.08, "WATER RULES AND REGULATIONS" TO ADD HCC 14.08.015, "WATER SERVICE AREA" AND PERMITTING THE CITY TO PROVIDE WATER SERVICE OUTSIDE THE CITY OF HOMER SO LONG AS THE PROPERTY SERVED IS ADJACENT TO A WATER MAIN INSTALLED TO SERVE CITY PROPERTY AND SUCH SERVICE IS REQUIRED BY LAW OR AUTHORIZED BY ORDINANCE AND REQUIRING A COUNCIL APPROVED AGREEMENT REGULATING USE, OPERATION, INSTALLATION, AND MAINTENANCE OF WATER SERVICE ON THE PROPERTY.

WHEREAS, It is in the interest of the City of Homer ("City") to prioritize providing City-owned utilities to City residents and taxpayers; and

WHEREAS, The City has no authority to regulate the development or zoning of real property outside the City's boundaries; and

WHEREAS, Properties outside City limits do not contribute to the costs of maintaining and providing City-owned public utilities through property tax, public utility assessments or, in the case of businesses, sales tax; and

WHEREAS, For these reasons the water service area of the City should not be expanded outside City limits without careful and deliberate consideration by City Council via ordinance or as otherwise required by law.

NOW, THEREFORE, THE CITY OF HOMER ORDAINS:

Section 1. The Homer City Council hereby amends Homer City Code 14.08, "Water Rules and Regulations" by adding a new section HCC 14.08.015 entitled "Water Service Area":

**14.08.015 Water Service Area**

- a. Except as otherwise required by law, the City may only extend City-owned water service outside City boundaries when the extension is requested by the governing body of the outside jurisdiction via ordinance and the extension is approved by Council via

ordinance and in full compliance with this Section. The ordinance approved by Council must:

1. Identify the location of the property or properties to be serviced;
  2. Identify and incorporate by reference any applicable agreements between the City and the jurisdiction in which the property is or properties are located;
  3. Identify essential terms and conditions of the agreement that must be included in any agreement between the property owner, the City, and/or the jurisdiction in which the property is or properties are located;
  4. Specify the cost of extending water service to the identified property and the required cost allocation method for the property or properties;
  5. Affirm that the cost allocation method and the amount paid by the property owner and/or the jurisdiction where the property is located includes the full costs and fees of the extension and does not disadvantage property owners within the City; and
  6. Affirm the extension of water services under this section is lawful, in the City's best interest, and in furtherance of public health and welfare within the City.
- b. Notwithstanding the other provisions of this Section, after **[insert effective date of this ordinance]**, the City-owned Water System may only be extended to properties outside City boundaries adjacent to a water main that serves property within the City.
- c. If an outside jurisdiction agrees to undertake, in whole or part, any financial, managerial or operational role in the extension, operation or use of the Water System, this agreement must be approved by Council via resolution.
- d. Before City-owned water service may be extended outside its borders under this Section, Council must approve an Extraterritorial Water System Agreement between the City and the owner of extraterritorial property receiving City-owned water service.
- e. The essential terms of the Extraterritorial Water System Agreement must:
1. Identify the location of the property, the intended and existing use of the property, and the reason for requesting the extension of City-owned property to the property;
  2. Specify the amount of the extension, the cost allocation of any costs and fees associated with the extension and the specific terms of any payment method for the property;
  3. Incorporate all City laws, policies, and procedures governing the extension, installation, operation, and maintenance of the City-owned Water System;

4. Incorporate any applicable agreements between the City and the jurisdiction in which the property is located; and
  5. Require the property owner to consent to and confirm that the City has full authority to regulate any use of the property that has or may have an impact on the City-owned Water System.
- f. Water may not be extended outside City limits until the City amends its certificate of public convenience and necessity to include the extended service area, if required by state law.
- g. Except as provided in this title or upon approval granted by Council via ordinance and permitted by law, persons outside City limits will be treated the same as persons inside City limits with regard to permitting fees and water rates.

Section 2. This ordinance shall take effect upon its adoption by the Homer City Council.

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

ENACTED BY THE CITY COUNCIL OF HOMER, ALASKA, this \_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF HOMER

KEN CASTNER, MAYOR

ATTEST:

MELISSA JACOBSEN, MMC, CITY CLERK

## Introduction:

Public Hearing:

Second Reading:

Effective Date:

YES:

NO:

ABSTAIN:

124 ABSENT:

125

126 Reviewed and approved as to form:

127

128 \_\_\_\_\_

129 Katie Koester, City Manager

130

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

\_\_\_\_\_  
Holly Wells, City Attorney

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





## Memorandum 19-072

TO: MAYOR CASTNER AND CITY COUNCIL MEMBERS

FROM: COUNCIL MEMBER ADERHOLD

DATE: JUNE 5, 2019

SUBJECT: ORDINANCE 19-19(S)

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Thank you for a productive worksession during our May 28, 2019 meeting to discuss extraterritorial utilities, piped water in particular. During the worksession and our regular meeting we also received valuable input from residents of Homer and Kachemak City, including a letter from the Mayor of Kachemak City regarding interest in piped water to lots that front Homer's water main on East End Road. Ordinance 19-19(S) was prepared in response to city council discussion and public testimony. The intent of the ordinance is to lay out a framework for providing extraterritorial piped water to certain properties that front an existing main while maintaining controls that protect Homer businesses that are subject to property and sales tax rates that differ from those outside the City and that are required to comply with City of Homer zoning restrictions.

I request that following the scheduled public hearing on Ordinance 19-19(S) at our June 10, 2019 regular city council meeting, city council send Ordinance 19-19(S) to the Planning, Economic Development, and Port and Harbor commissions for evaluation. The intent of commission review would be as follows:

- Evaluate the ordinance from a planning perspective to ensure the ordinance is as consistent with planning code and maintains the City's control within the context of extraterritorial utilities (Planning Commission)
- Evaluate how extraterritorial piped water may affect businesses within Homer and how negative impacts to business could be minimized
- Assess the potential for businesses to move outside of Homer to take advantage of lower tax rates and lack of zoning
- Evaluate the risk of a water intensive business, such as fish processing, to locate outside city limits and compete with similar port and harbor related businesses including but not limited to City of Homer leased businesses (Port and Harbor Commission)
- Recommend changes to the language of the ordinance
- Provide any additional recommendations to city council based on review

Input from commissions should be completed by August 21<sup>st</sup> to be considered at the August 26<sup>th</sup> Council meeting.

Recommended Motion: Postpone Ordinance 19-19(S) to the August 26, 2019 City Council meeting and refer it to the Port and Harbor, Economic Development, and Planning commissions.





# City of Homer

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

## Office of the City Clerk

491 East Pioneer Avenue  
Homer, Alaska 99603

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

(p) 907-235-3130

(f) 907-235-3143

## Memorandum

TO: MAYOR CASTNER & HOMER CITY COUNCIL

THROUGH: RACHEL TUSSEY, DEPUTY CITY CLERK

FROM: PORT AND HARBOR ADVISORY COMMISSION

DATE: JULY 31, 2019

SUBJECT: ORDINANCE 19-19(S) EXTRA TERRITORIAL WATER

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At their regular meeting on July 24, 2019, the Port and Harbor Advisory Commission reviewed Ordinance 19-19(S) regarding extra territorial water and City Council's request for feedback. The excerpt from the meeting minutes is as follows:

"Chair Zimmerman introduced the agenda item and opened the floor for discussion regarding Councilmember Aderhold's request in her memo for the Port and Harbor Commission to evaluate the risks of water intensive businesses, such as fish processing, which might interfere with our revenue generating on the Spit.

The commissioners discussed City Council's reasoning for having the commission review the ordinance and how they could weigh in on the issue. Chair Zimmerman clarified what was being asked of them from the City Council, and asked the commission if they had any recommendations they wanted to share with Council.

The commission mutually agreed they did not have any input or recommendations to City Council regarding Ordinance 19-19(S)."

### RECOMMENDATION

Informational purposes; no recommendation was made.







## Memorandum 19-105

TO: MAYOR CASTNER & HOMER CITY COUNCIL

THROUGH: RACHEL TUSSEY, DEPUTY CITY CLERK

FROM: ECONOMIC DEVELOPMENT ADVISORY COMMISSION

DATE: AUGUST 19, 2019

SUBJECT: ORDINANCE 19-19(S) EXTRA TERRITORIAL WATER

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The Economic Development Advisory Commission reviewed Ordinance 19-19(S) regarding extra territorial water at their August 13, 2019 regular meeting. The Commission discussed and made recommendations on amending City Code to allow piped City water outside city limits. Key points made during the discussion included:

- Overall logistics and concerns regarding mainline extensions and applying hook-up costs/water fees equitably to new, out-of-city limits customers in a way that's fair to existing/inside city limit customers.
- Concerns that there should be some sort of user fee to go towards the maintenance of the line in lieu of the missing city sales tax; it poses the question: are there city funds being used for the maintenance costs?
- Consensus that the ordinance is carefully written and tight-knit, allowing water outside city limits but with contingencies.
- Refuting the idea that businesses will run out of town to avoid taxes; Chair Marks knows of businesses that have moved back into town because establishing inside city limits is better for their business.
- Would allow a better mix of businesses in that area; allowing tapping into the water main may facilitate some businesses more than having to truck in water which creates more year-round jobs and benefits the Homer community.
- Ensuring the ordinance can clearly address the possibility of a water resale/trucking business that opens up outside of city limits.

### RECOMMENDATION

The Economic Development Advisory Commission recommends City Council take the following points into consideration during their review of Ordinance 19-19(S):

- 1) It is a carefully crafted ordinance with protections to the City;
- 2) There needs to be more clarity on what funds the maintenance costs, whether it will be exclusively from water fees or another city fund such as HAWSP;
- 3) Potentially beneficial to the City to have an expanded business area that would add to year-round economic benefits;
- 4) What this ordinance would require in terms of a business intending to sell water.





## 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 19-106

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: ADVISORY PLANNING COMMISSION

THRU: RENEE KRAUSE, MMC, DEPUTY CITY CLERK

DATE: AUGUST 14, 2019

SUBJECT: ORDINANCE 19-19(S) AMENDING HOMER CITY CODE TITLE 14.08, "WATER RULES AND REGULATIONS" TO ADD HCC 14.08.015, "WATER SERVICE AREA"

The Planning Commission reviewed Ordinance 19-19(S) at the regular meetings on July 17, 2019 and August 7, 2019 and it was the subject of a worksession on August 7, 2019. The excerpt from the minutes for those meetings and Staff Reports have been provided as attachments and backup for the recommendations and request listed below:

Recommend that City Council Review and Address Thresholds with Regard to the Long Term Effects of Extending City Services Outside City Limits to Include Future Connections; Construction; Subdivision of Parcels; Future Main Line Extensions; Effects of Resource Use Changes and Climate Variability on the City Water Source; and

Further Recommend that the Planning Commission Supports the Efforts to Create Policy but does not support Ordinance 19-19(S) as written; and

Additionally after thoroughly evaluating Ordinance 19-19(S) the Planning Commission Recommends that the following Whereas Clause using the same or similar language be included:

"Whereas, The Homer Comprehensive Plan addresses issues such as water access by stating that the ability to receive water from city sources outside city boundaries has a major impact on the prospects for development in outlying areas where options for wells are limited and determining if areas receiving water should be high priority areas for annexation."

And Further Request that the City Council Remand Ordinance 19-19(S) back to the Planning Commission before final Public Hearing and Approval.

Excerpt from August 7, 2019 Meeting Minutes Unapproved

PENDING BUSINESS

C. Staff Report 19-70, Ordinance 19-19(S) Amending City Water Rules to Allow Water Service Outside of City Limits

Chair Venuti introduced the item by reading of the title into the record and commented that they had a very informative worksession on this before the meeting.

City Planner Abboud provided input that it was quite a bit to consider in a short time period and not the usual process that they would use for something similar and he was hesitant to recommend anything on this ordinance since he did not perform the research on this subject.

Chair Venuti reminded him that there were questions from Council directed to the Commission to answer.

The Commission entertained a lengthy discussion covering the following points, topics, issues, and concerns:

- The likelihood of businesses moving to outside city limits and loss of revenue to the city
- Limiting the services to residential properties only
- Existing businesses that are there in the area and how to navigate that
- Future connections and extension of the main line
- Promotion and incentives for affordable housing projects within the city limits that are within the infrastructure
- Requesting additional time from Council to thoroughly review and consider the issue presented to the Commission
- Developing a better and clear policy on extending city services outside city limits
- The issues brought up are more than defining a water service area in city code which is what this ordinance does, the language is pretty good but looking at the overall impact such as interruptability of service.
- Engineering review on the impact of growth that Homer can expect over the next 10 or 20 years for piped water.
- The Commission does not have sufficient information available to truly evaluate these questions.
- Evaluating a decided year for growth pattern
- Impact of trucked water to the Kachemak City area
- The results of the study that stated the supply was fine for now but did that report include extraterritorial water service, potential growth in Kachemak City, climate studies and the patterns that they are experiencing currently
- No immediate alternate water source if ever needed
- New Treatment Plant lessened impacts to the system as a whole
- Is it in the best interest of the city
- Overall economic impact to the city
- Annexation of serviced areas, it was pointed out that annexation or even discussion of the topic was not going to happen.
- Creating regulations that limit the ability of growth or types of connections to the system that is extended outside city limits
- Subdividing parcels that are hooked up to the water outside city limits
- Large Commercial projects and the impact to the system



- The current number of gallons that is released in the overflow based on the typical amount, that is not going into the river system and the environmental impacts that is or will cause in the future.
- There should be more comprehensive long term planning and projections of use
- Restricting growth in neighboring communities can cause further possible volatile problems.
- The lack of a clear decision from Kachemak City
- Smaller lot sizes and requirements such as the Borough has with regard to water and sewer systems, e.g. 1 acre lot
- Requesting the added language to prohibit subdividing without approval of the Planning Commission or City Council and further that Ordinance 19-19(S) does not include the possibility of any further future extensions of the waterline. This would require the property owners who want to hook up to the waterline will be agreeing that they cannot subdivide their property.
- Mandatory hookup or optional
- Consideration of being proactive or reactive when it comes to the water sources
- Review of usage requirements for proposed projects
- The ordinance should address the issue of Homer being able to govern every aspect of the issue

The Commission attempted to form recommendations from questions and concerns raised.

Commissioner Bentz suggested the following: Recommend Council to add language in 14.08.015 (a)(6) of sustainability of the resource

Deputy City Clerk Krause offered the following draft recommendation for the Commission:

RECOMMEND THAT CITY COUNCIL REVIEW AND ADDRESS THRESHOLDS WITH REGARD TO THE LONG TERM EFFECTS OF EXTENDING CITY SERVICES OUTSIDE CITY LIMITS TO INCLUDE FUTURE CONNECTIONS, CONSTRUCTION, SUBDIVISION OF PARCELS, FUTURE MAIN LINE EXTENSIONS, EFFECTS OF CLIMATE CHANGE ON THE CITY WATER SOURCE RESOURCE USE CHANGES AND CLIMATE VARIABILITY ON THE CITY WATER SOURCE; AND FURTHER RECOMMEND THAT THE PLANNING COMMISSION SUPPORTS ORDINANCE 19-19(S) AS WRITTEN TO ESTABLISH A WATER SERVICE AREA.

Commissioner Bentz requested that instead of using the words "Climate Change" amend the line to read "resource use changes and climate variability". She further commented that prefacing that statement with a reference to the intent of the Comprehensive Plan for infill and providing services to the city and having a plan like Appendix B that speaks to the annexation process specifically Step three that looks at water use and how that fits into annexation process and she thought that was really important and she believes that whatever the Commission recommends to City Council they should be aware of that and she believes that extending city services beyond city limits is counterintuitive to the Comprehensive Plan.

Additional discussion on existing projects that are being built are on cisterns and will have trucked water, incorporating the questions into what was drafted by the Clerk, and postponing this discussion for another month.

It was recognized that City Council will have their minutes and state that this is a much bigger issue and it will really determine the vision of Homer and the greater Homer area if we decide to start extending services out and what does that mean as far as Homer's boundaries growing; Do we envision a scenario where the entire Homer bench is receiving piped water from the Bridge Creek Watershed? Is that sustainable and viable water source for that many properties and that much usage or do we support

Commented [RK1]:

trucked delivery and cisterns as a conservation method since people do not use as much water when the source is limited?

Commissioner Petska-Rubalcava departed the meeting at 7:55 p.m. due to a prior commitment.

Commissioner Smith requested the Clerk to re-read the recommendation. He would like to include language that the Commission has thoroughly evaluated Ordinance 19-19(S) and that they are responding with the following questions.

RECOMMEND THAT CITY COUNCIL REVIEW AND ADDRESS THRESHOLDS WITH REGARD TO THE LONG TERM EFFECTS OF EXTENDING CITY SERVICES OUTSIDE CITY LIMITS TO INCLUDE FUTURE CONNECTIONS, CONSTRUCTION, SUBDIVISION OF PARCELS, FUTURE MAIN LINE EXTENSIONS, EFFECTS OF RESOURCE USE CHANGES AND CLIMATE VARIABILITY ON THE CITY WATER SOURCE; AND FURTHER RECOMMEND THAT THE PLANNING COMMISSION SUPPORTS ORDINANCE 19-19(S) AS WRITTEN TO ESTABLISH A WATER SERVICE AREA.

Commissioner Highland questioned that the Commission really supports the ordinance as she does not. She also inquired if Commissioner Bentz wanted to include her previous statement in the recommendation.

Commissioner Bentz was not sure if it would be included as a recommendation as it was more of a "whereas" clause and cited her previous statement as a whereas clause, "*Whereas, Our vision is that the City of Homer will expand throughout the entire Homer Bench and provide piped water to the whole area fed by Bridge Creek Watershed.*" Ms. Bentz continued by stating that if that is the intention she feels that it should be acknowledged going into it, if we are supporting these types of extensions of water service. She felt this is the scenario that will eventually play out and is that the plan that they want?

Commissioner Highland asked if they could talk about annexation, seeking input from City Planner one of the questions is if this is in the best interests of the city, it is one of the big questions for her, and if this is in the city's best interest is this (water) the carrot? She would also like to know the number of people getting trucked water in the area.

City Planner Abboud inquired how that would affect the commission's response to the City Council on the ordinance.

Commissioner Bentz responded that they could add in as a whereas, "the ability to receive water from city sources outside city boundaries has major impact on the prospects of development in the outlying areas where options for wells are limited and determining if areas receiving water should be high priority areas for annexation." This is in the Comprehensive Plan. So if they add a "whereas" that refers to the Comprehensive Plan it would be transparent.

Chair Venuti commented that if East End Cottages decided to install a cistern then they would not be having this discussion.

Commissioner Highland responded that is why they need a policy. It is allowing them to be proactive. Chair Venuti questioned that the Commission has two valid questions to submit to Council.

Commissioner Smith reiterated the recommendation as read by the Clerk and the two whereas statements proposed by Commissioner Bentz.

Commissioner Highland questioned if it was adequate or do they also want to include that they believe more discussion needed and request additional time for further review.

Chair Venuti commented that he would definitely be more comfortable if Kachemak City Council had responded on this issue.

Commissioner Smith recommended that they add a request to City Council that it comes back to the Planning Commission before the final Public Hearing on the ordinance. That way the Commission can review the final draft proposal before Council approves it.

Chair Venuti did not believe that there was an ongoing crisis for approval on the ordinance.

Commissioner Bentz opined that if they pass these comments to Council for consideration at the August 26<sup>th</sup> meeting it would be okay, she had larger concerns on the bigger discussion about resource management and resource planning outside this specific ordinance about a policy for water service areas. She believed that they needed a better understanding of their water resources; Commissioner Bentz stated she learned a lot today at the worksession; better understanding of water projections, potential uses or scenarios for the future so that could be a resource guide for the City Council when they are evaluating a water service area on a case by case basis. She really did not want to create another planning document but believed that having a document to provide a better understanding of their water resources and water uses could be so that when they apply this ordinance in the future they have a really thorough understanding of the sustainability of the resource. There needs to be separate document for information to use as a companion to this ordinance.

There was a brief discussion on how this is presented to Council and assurance that the Clerk captured the Commission's recommendations and concerns.

Commissioner Smith requested the Clerk to read the recommendation again.

Deputy City Clerk Krause read the recommendation as requested noting that the final line regarding support could be deleted or not.

Commissioner Smith would like to have the "Whereas" statements referenced in the recommendation and requested Commissioner Bentz to repeat her previous statement for the Clerk.

Commissioner Bentz requesting assistance in wordsmithing, formulated the statement to be included "Whereas, The Homer Comprehensive Plan addresses issues such as water access by stating that the ability to receive water from city sources outside city boundaries has a major impact on the prospects for development in outlying areas where options for wells are limited and determining if areas receiving water should be high priority areas for annexation."

Commissioner Highland added that she thought the next sentence in item 2, on page B-3 of the Comprehensive Plan was very relevant too. She confirmed with the Clerk that the "Whereas" clause could be as long as needed.

Commissioner Bentz commented that Council may have a better idea on how to articulate this statement but believed that the concept of acknowledging the spread of city services and potential for annexation should be out in front.

Commissioner Smith agreed commenting on the water issue in the reservoir was part of the reason the watershed district was created and makes sense to include the language in the memorandum.

City Planner Abboud noted the City of Homer was granted extraterritorial powers to regulate the Bridge Creek Watershed District since it deals with health, safety and welfare.

Commissioner Highland inquired if the Commission wanted to address large commercial operations in their recommendations as that could present a large user forgoing sales tax, property tax and impacting the water source. She also added that she was uncomfortable saying she supported the ordinance as written.

Commissioner Bentz suggested the following amended language:

"Support the effort to create policy but do not support the ordinance as written."

There was consensus from the Commission on making that change to the last sentence.

Commissioner Smith requested the Clerk to read the recommendation:

RECOMMEND THAT CITY COUNCIL REVIEW AND ADDRESS THRESHOLDS WITH REGARD TO THE LONG TERM EFFECTS OF EXTENDING CITY SERVICES OUTSIDE CITY LIMITS TO INCLUDE FUTURE CONNECTIONS, CONSTRUCTION, SUBDIVISION OF PARCELS, FUTURE MAIN LINE EXTENSIONS, EFFECTS OF RESOURCE USE CHANGES AND CLIMATE VARIABILITY ON THE CITY WATER SOURCE;

FURTHER RECOMMEND THAT THE PLANNING COMMISSION SUPPORTS THE EFFORT TO CREATE POLICY BUT DOES NOT SUPPORT ORDINANCE 19-19(S) AS WRITTEN;

ADDITIONALLY AFTER THOROUGHLY EVALUATING ORDINANCE 19-19(S) THE PLANNING COMMISSION RECOMMENDS THAT THE FOLLOWING WHEREAS CLAUSE USING THE SAME OR SIMILAR LANGUAGE BE INCLUDED:

"Whereas, The Homer Comprehensive Plan addresses issues such as water access by stating that the ability to receive water from city sources outside city boundaries has a major impact on the prospects for development in outlying areas where options for wells are limited and determining if areas receiving water should be high priority areas for annexation."

Commissioner Highland then inquired if the Commission would like to include a request for more time.

A brief discussion on what additional time would provide the commission and that rushing this ordinance through there are many major issues that should be thoroughly reviewed and discussed before approving.

Commissioner Smith offered to add language as follows:

"AND FURTHER REQUEST THAT CITY COUNCIL SUBMIT THE FINAL DRAFT ORDINANCE 19-19(S) FOR REVIEW OF THE PLANNING COMMISSION BEFORE HOLDING FINAL PUBLIC HEARING AND APPROVAL."



The Commission agreed by consensus to add the request noting that it would provide an opportunity to respond or comment on any of Council's final changes before approval.

Commissioner Highland then asked if they can include a statement that this is considered a very important planning decision.

Commissioner Smith requested a five minute recess.

Chair Venuti called for a recess at 8:17 p.m. The meeting was called back to order at 8:22 p.m.

Chair Venuti commented on adding a request to limiting it to residential only.

City Planner Abboud responded but was not audible for the Clerk to transcribe his response.

Commissioner Bentz inquired about addressing the question of negative impacts to businesses.

A brief discussion ensued on extending the water lines impacting local trucking companies, and comparing it to the Natural Gas line and those impacts to the fuel oil companies.

Chair Venuti inquired if the Commission has completed their discussion on this subject.

Commissioner Smith asked for the Clerk to read the recommendation one last time.

RECOMMEND THAT CITY COUNCIL REVIEW AND ADDRESS THRESHOLDS WITH REGARD TO THE LONG TERM EFFECTS OF EXTENDING CITY SERVICES OUTSIDE CITY LIMITS TO INCLUDE FUTURE CONNECTIONS, CONSTRUCTION, SUBDIVISION OF PARCELS, FUTURE MAIN LINE EXTENSIONS, EFFECTS OF RESOURCE USE CHANGES AND CLIMATE VARIABILITY ON THE CITY WATER SOURCE; AND

FURTHER RECOMMEND THAT THE PLANNING COMMISSION SUPPORTS THE EFFORT TO CREATE POLICY BUT DOES NOT SUPPORT ORDINANCE 19-19(S) AS WRITTEN; AND

ADDITIONALLY AFTER THOROUGHLY EVALUATING ORDINANCE 19-19(S) THE PLANNING COMMISSION RECOMMENDS THAT THE FOLLOWING WHEREAS CLAUSE USING THE SAME OR SIMILAR LANGUAGE BE INCLUDED:

"Whereas, The Homer Comprehensive Plan addresses issues such as water access by stating that the ability to receive water from city sources outside city boundaries has a major impact on the prospects for development in outlying areas where options for wells are limited and determining if areas receiving water should be high priority areas for annexation."

AND FURTHER REQUEST THAT THE CITY COUNCIL REMAND ORDINANCE 19-19(S) BACK TO THE PLANNING COMMISSION BEFORE FINAL PUBLIC HEARING AND APPROVAL.

There was a brief discussion on needing a motion to forward the recommendation to Council.

SMITH/BENTZ – MOVED TO FORWARD THE PLANNING COMMISSION RECOMMENDATION ON ORDINANCE 19-19(S) AS WRITTEN AND AMENDED.

There was no further discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Excerpt from July 17, 2019 Meeting Minutes – Approved

**NEW BUSINESS**

a. Staff Report 19-61, Ordinance 19-19(S) to allow piped water outside of City limits

Chair Venuti introduced the item by reading of the title and requested input from City Planner Abboud.

City Planner Abboud noted the Commission heard from Councilmember Smith, referenced the information contained in the packet and stated that the city needs to develop a policy. He requested input from the Commission to formulate a response.

Chair Venuti stated that the company that wanted to build low income housing which is what brought this issue about has been rescinded so questioned the necessity for the commission to address the issue.

City Planner Abboud responded that while that may be the case the City Council should still consider developing a policy so there are no questions in the future.

The Commission entertained discussion that included the following points:

- Supported developing a policy regarding extension of city services outside city limits
- Draining supply of water in drought periods and over extending uses
- Possibility of annexation of areas that want city services
- How to determine who gets city services and who doesn't
- Additional discussion is needed
- Extension of services to those within city limits first before offering services to properties outside of city limits
- Project of additional water sources, is this needed
- Use of improvement district creation and process outside city limits
- Motivation to supply water to that (those) property (ties)
- What is the plan for draw down, contracts with trucking companies, building out water systems into extra territorial parcels, will this action lend to annexation in later years

Commissioner Bentz asked City Planner Abboud about having a worksession to answer some of the questions.

City Planner Abboud responded that this is a date specific issue and he is not sure that much could be put together and continued by noting that the Commission seems to have concerns on the concept and those concerns could be written down. He then noted that water issues could possibly be addressed in the extra territorial.

Commissioner Highland added that she did not want to see a repeat of a split Council vote with the Mayor breaking the tie since there is no policy in place, reiterating that a policy is necessary and decision should not be reliant on who is sitting on the Council at the time.

Chair Venuti requested clarification on when the response was needed on this issue.

Deputy City Clerk Krause confirmed that Council has this scheduled for the August 26, 2019 meeting.

Chair Venuti noted the time frame and inquired if Commissioner Bentz would like to make a motion to have a worksession.

BENTZ/BOS MOVED TO SCHEDULE A WORKSESSION ON ORDINANCE 19-19(S) AND MEMORANDUM 19-072 AND INVITE THE SPONSOR OF THE ORDINANCE AND OR MAYOR FOR THE NEXT MEETING.

There was discussion by the commission on inviting members of Council and the Mayor to attend a joint worksession to provide some input and information to assist in formulating their response.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

City Planner Abboud questioned what information staff could provide.

Commissioner Bos responded that other times Council has requested the Commission's input and there is some background as to why they are doing something and how it came into question. He was just wanting the background on why they are requesting this action.

There was a brief discussion on allowing Councilmember Smith to address some points the commissioners made in the previous discussion.

Deputy City Clerk Krause advised the Commission on the proper procedure.

BOS/BENTZ MOVED TO SUSPEND THE RULES TO ALLOW COUNCILMEMBER SMITH TO PROVIDE BACKGROUND INFORMATION ON ORDINANCE 19-19(S).

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

Councilmember Smith admitted that there is some history and was not sure value that would offer the commission. He stated that he believes a policy is needed and this is what the Ordinance 19-19(S) intends to do. Council took an action that they are allowed to do and some people were not happy about it. A policy is an important path forward. This is really determining what the City has, what they are capable of doing and what risks are involved. He further noted that Todd Cook, Water/Waste Water Treatment Superintendent presented to City Council, and that even with the 6 week dry period they are still at 50% capacity, they still flushed the system and it is still overflowing and it would take an apocalyptic event to task the city water sources. There are 16 lots that are currently using city water so that does not add any additional burden on the system. Mr. Smith further stated that they can look back as far as they want or they can look forward and determine what is in the best interest of the system. They are not talking about building out infrastructure into extra territorial properties but looking at allowing extra territorial properties to tie into existing infrastructure or become part of a cost sharing that will allow the city to

build out into adjacent city lands which helps in the cost sharing. Otherwise it is very cost prohibitive. It is not about driving a main up Kachemak City and allowing properties to hook up.

City Planner Abboud inquired about the water line/section line that goes up to a subdivision, Canyon Trails.

Councilmember Smith responded that was paid and installed by the developer and is not an oversized main. He further stated that Todd Cook provided some very good information on the city water system.

Chair Venuti inquired about city residents who were unable to hook up to water.

Councilmember Smith responded that HAWSP is upside down right now. He provided information on the payment and funding for infrastructure with special assessment districts and grants. He provided the basics on how HAWSP program works. He then provided some background information on how the water line was installed out east end and how that was made viable with splitting the costs assigned to properties between Kachemak City and Homer.





## 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 19-108

TO: MAYOR CASTNER AND HOMER CITY COUNCIL

FROM: MELISSA JACOBSEN, MMC, CITY CLERK

DATE: AUGUST 21, 2019

SUBJECT: VACATION OF A 10 FOOT WIDE DRAINAGE EASEMENT ON LOT 24-A, AA MATTOX PEGGI'S ADDITION GRANTED BY AA MATTOX PEGGI'S ADDITION (PLAT HM 99-64) WITHIN SECTION 17, TOWNSHIP 6 SOUTH, RANGE 13 WEST, SEWARD MERIDIAN, ALASKA, WITHIN THE KENAI PENINSULA BOROUGH. KPB FILE 2019-048V

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At their June 29, 2019 meeting, the Kenai Peninsula Borough Planning Commission approved to vacate a 10 foot wide drainage easement on lot 24-A, AA Mattox Peggi's Addition granted by AA Mattox Peggi's Addition (Plat HM 99-64) within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough.

The City Council has this opportunity in which to review and determine whether to veto the decision of the Kenai Peninsula Borough Planning Commission.

The Homer Advisory Planning Commission has no objection to granting this vacation as reflected in the minutes of May 15, 2019 meeting included in the staff report provided by Max Best.

#### Recommendation:

Discuss and make a motion to voice non-objection of or to veto KPB approval of the vacation a 10 foot wide drainage easement on lot 24-A, AA Mattox Peggi's Addition granted by AA Mattox Peggi's Addition (Plat HM 99-64) within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough.





## Planning Department

144 N. Binkley Street, Soldotna, Alaska 99669 • (907) 714-2200 • (907) 714-2378 Fax

Charlie Pierce  
Borough Mayor

August 12, 2019

Homer City Council  
491 East Pioneer Avenue  
Homer, AK 99603-7645

RE: Vacate the 10-foot-wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V.

Dear Homer City Council Members:

The KPB Planning Commission approved the referenced drainage easement vacation during their regularly scheduled meeting of June 24, 2019. Attached are the minutes of the pertinent portion of the meeting and other related materials.

Sincerely,

Max J. Best  
Planning Director

MJB:jah

Attachments

Roll call vote was requested for the main motion to approve a conditional land use permit application for Beachcomber LLC, Resolution 2018-23, that has been amended with voluntary conditions.

**MOTION PASSED BY MAJORITY VOTE:** 8 Yes, 2 No, 1 Recused, 1 Absent.

Yes: Bentz, Ecklund, Fikes, Foster, Martin, Morgan, Ruffner, Venuti  
No: Carluccio, Whitney  
Recused: Brantley  
Absent: Ernst

Chairman Martin thanked the public that attended, did their research and participated in the process.

**AGENDA ITEM F. VACATIONS NOT REQUIRING A PUBLIC HEARING**

**F. Utility Easement Vacation**

1. Vacate the 10-foot-wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V

Staff Report given by Scott Huff

PC Meeting: June 24, 2019

Purpose as stated in petition: The 10' drainage easement has not been used since it was granted in 1984. There is an alternative corridor in place on the Nelson Avenue ROW above the north lot line of the subject property. A long driveway permit on the Nelson Avenue ROW has been issued by the City of Homer to the Quiet Creek Park LLC Project. The long driveway permit requires that the existing drainage corridor remain in place on the North side of the long driveway. The current corridor on the Nelson Avenue ROW handles any storm or seasonal water runoff from the Quiet Creek Park LLC Project and above, as well as, the drainage plan in place in the Quiet Creek Park LLC Project. The owner understands that the City of Homer prefers not to cross personal property when other more adequate options or corridors are available to the City of Homer for drainage and seasonal runoff. The subject property is currently for sale and buyers are concerned about the future use of the subject property 10' drainage easement, therefore preventing them from making an offer on the subject property. This is creating an adverse effect to the subject property. Vacating this easement would not create any adverse effects to the surrounding properties.

Petitioner: Peggi Patton of Homer, Alaska

Location: on Nelson Avenue and Heidi Court, in the City of Homer

Notification: Notice of vacation mailings were sent by regular mail to 17 owners of property within 300 feet. Notice of the proposed vacation was emailed to 8 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

The City of Homer Advisory Planning Commission recommended approval of the drainage easement vacation on May 15, 2019.

Comments Received:

Alaska Communications Systems: No objection.

ENSTAR Natural Gas: No objection.

GCI: No objection.



Homer Electric Association: No objection.

Tony Neal: Objection

Mr. Neal is a land owner of Lot 8 and the remainder of Tract A, which are two lots located at the west end of Nelson Avenue. The two lots are currently being combined into one parcel, Lot 8-A of proposed AA Mattox Subdivision Gwen's 2019 Addition. The Plat committee approved this replat at the May 28, 2019 meeting on the condition of an access easement be granted from Sanjay Court. Currently the only legal access to the remainder of Tract A is from Nelson Drive.

Mr. Neal also owns the 37 Acre development of Barnett's South Slope Subdivision Quiet Creek Park Unit 2 (HM 2018-40). Lots 34, 35, and 36 of HM 2018-40 front on Nelson Avenue, however the constructed access is from a different Nelson Avenue located further north.

Mr. Neal's letter states his concerns with drainage and the ability to use Nelson Avenue to access proposed Lot 8-A.

Carey Meyer, Public Works Director, City of Homer

Mr. Meyer contacted the Planning Department and submitted written comments in response to Mr. Neal's letter. Mr. Meyer stated that the City of Homer has no interest in a drainage easement across private property when a dedicated Right of Way is nearby. The City of Homer prefers to utilize a dedicated street right of way, whenever possible, to provide drainage corridors to direct water to natural drainage ways. A natural drainage way is located approximately 400 feet to the east.

Staff comments:

1999 – An application was submitted to vacate the 15-foot utility and drainage easement within former Lot 24 and the 10-foot utility easement within former Lot 25 AA Mattox Subdivision.

The 1999 vacation application was approved by the City of Homer Planning and Zoning Commission.

The KPB Planning Department, after listening to concerns regarding drainage and water/sewer services, denied the application. The application was then appealed to the Homer City Council.

The Homer City Council overturned the denial and approved the vacation on the condition that a 25-foot water and sewer easement be granted on the east boundary of former Lot 25 as well as a 10-foot drainage easement be granted on the west side of former Lot 25. The request for the drainage easement came from the City of Homer Public Works Department.

The City of Homer Public Works has submitted comments stating no objection to the vacation of the 10-foot drainage easement. Public Works prefers to utilize utility and drainage corridors within dedicated right of ways whenever possible, as opposed to easements on private property. Nelson Avenue and Kallman Road contain an existing drainage corridor.

**Findings:**

1. Per the petition, the drainage easement proposed to be vacated is not in use by a utility company.
2. ACS, ENSTAR, GCI, and Homer Electric Association provided written non-objection to the proposed vacation.
3. The Homer Advisory Planning Commission recommended approval of the proposed vacation on May 15, 2019.
4. AA Mattox Peggi's Addition (Plat HM 99-64) granted a 10-foot wide drainage easement on Lot 24-A.
5. Per the Homer Advisory Planning Commission hearing packet, the city prefers to utilize utility and drainage corridors in dedicated street rights-of-way whenever possible.
6. Per the Homer Advisory Planning Commission hearing packet, a draining corridor exists easterly along Nelson Avenue and southerly down Kallman Road.
7. No surrounding properties will be denied utilities or drainage.

Based upon the above findings, **staff recommends** granting the vacation as petitioned, subject to:

1. Provide a sketch clearly indicating the draining easement being vacated to be recorded with KPB Planning Commission Resolution 2019-19, becoming Page 2 of 2.
2. The Planning Department is responsible for filing the Planning Commission resolution.
3. The applicants will provide the recording fee for the resolution and its attachments to the Planning Department.

**NOTE: Action after denial of vacation (KPB 20.70.120)**

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when the original petition was filed.

**END OF STAFF REPORT**

Mr. Huff noted in the laydown packet another letter was received from Tony Neal, the neighboring landowner. There is also a Google map street view image that looks up the driveway of the subject parcel. It appears the easement is between the driveway and the existing house. There are trees and grass growing in the area. There is also a contour map included to show the natural drainage patterns of the area.

Chairman Martin opened public comment. Seeing and hearing no one wishing to comment, Chairman Martin closed public comment and discussion was opened among the Commission.

**MOTION:** Commissioner Ecklund moved, seconded by Commissioner Venuti to approve the vacation of a 10-foot-wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition in Homer, Alaska subject to staff recommendations and compliance with borough code.

Commissioner Ruffner noted that this had gone back and forth in the past. He wanted clarified the City of Homer's current position. Mr. Huff said the City of Homer does not want a drainage easement on private property when there is a right-of-way that can be used. City of Homer has reviewed this and they approved to have it vacated.

**MOTION PASSED:** Seeing and hearing no discussion or objection the motion passed by unanimous consent.

**SPECIAL CONSIDERATIONS**

**AGENDA ITEM G. SPECIAL CONSIDERATIONS**

1. Review of May 13, 2019 Plat Committee Conditional Approval of Preliminary Plat Diamond Ridge Estates No. 5, KPB File No. 2019-037; Geovera, LLC/Arno

Location: intersection of Estate Drive and Skittles, north of Skyline Drive, Diamond Ridge area

Staff Report given by Scott Huff

Planning Commission Meeting: 6/24/19

The following staff report was presented to the Plat Committee for Preliminary Plat Diamond Ridge Estates No. 5, KPB File No. 2019-037; Geovera, LLC/Arno on May 13, 2019:

**AGENDA ITEM E. SUBDIVISION PLAT PUBLIC HEARINGS**

4. Diamond Ridge Estates No. 5

Google Maps 4598 Heidi Ct

Page 73



Image capture: Aug 2009 © 2019 Google

Homer, Alaska



Street View - Aug 2009

**From:** [tonvneal@popsiefishco.com](mailto:tonvneal@popsiefishco.com)  
**To:** [Reif, Jordan](#); [Sweppy, Maria](#)  
**Cc:** ["Susannah Webster"](#); ["Carey Meyer"](#)  
**Subject:** Peggi addition drainage easement  
**Date:** Tuesday, June 18, 2019 6:52:34 PM  
**Attachments:** [image002.png](#)

---

Hello Jordan,

This supplements our comments to the Planning Commission for the 24June meeting.

We will not accept vacation of the drainage easement unless there is a Court order to do so.

We will accept a compromise. We will agree to the vacation of the drainage easement if Nelson Avenue is restored to the buildable public access that it was intended to be and once was, and the restoration is paid for by the responsible parties and accepted by the permitting agencies. If the creek also drains on Nelson, not a problem as long as we have buildable and maintainable access. We intend to move for our own Court order to accomplish this, if no compromise is reached. We own property that is served by the Nelson Public Access right of way.

The creek in question is pictured in Carey Meyer's first photo. The man and the creek are on our property, in 2017. In 1999 that creek flowed naturally though our property, across Nelson Avenue, and down the drainage easement shown on the 1999 plat "Peggi's Addition" approved by the Borough and attached to the Patton application, and into City ditch on Heidi Court.

In 1999, Nelson Avenue was a dry public easement and buildable.

After the Borough approved Peggi's Addition (with drainage easement intact), the Pattons caused the creek to be dammed and the water to be diverted down the middle of Nelson and onto the Kalman Street right of way, making a swamp of Kalman and making Nelson unbuildable. This was before 2017 when they involved the City in removing an old culvert and Carey's photos were taken. In our opinion, there is no public interest in the easement damming and creek diversion. This was only for the personal financial self-interest of the Pattons.

1. Carey Meyer is in error when he writes the Planning Commission "Surface water always was connected to an existing ditch in the center of Nelson Avenue. ...." Carey is again in error when he writes "(See photos taken prior to work being completed showing water always flowed down the center of Nelson Avenue)". Neither of these comments are true.

Carey's photo looking east on Nelson, with a man's back to the camera, shows the dam ... he is standing on it... and shows the ditch dug onto Nelson, turning the water onto Nelson. The ditch material was cast to the side, creating sort of a levee. Clearly, this ditch as shown in the photo is not a natural waterway. Again, water diverted down Nelson is 100% man-made.

We want the buildable access to our property that is expected on a public right of way easement and existed on Nelson until it was destroyed for the personal financial self-interest of the Pattons.

Thank you,

**Tony Neal**  
**907-299-2351**  
[www.PopsieFishCo.com](http://www.PopsieFishCo.com)



**F. VACATIONS NOT REQUIRING A PUBLIC HEARING**

- 1. Vacate the 10-foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition (HM 99-64).  
Petitioner: Peggi Patton of Homer, AK  
KPB File 2019-048V**

AGENDA ITEM F.      VACATIONS NOT REQUIRING A PUBLIC HEARING

F.      Utility Easement Vacation

1.      Vacate the 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V

STAFF REPORT

PC Meeting: June 24, 2019

Purpose as stated in petition: The 10' drainage easement has not been used since it was granted in 1984. There is an alternative corridor in place on the Nelson Avenue ROW above the north lot line of the subject property. A long driveway permit on the Nelson Avenue ROW has been issued by the City of Homer to the Quiet Creek Park LLC Project. The long driveway permit requires that the existing drainage corridor remain in place on the North side of the long driveway. The current corridor on the Nelson Avenue ROW handles any storm or seasonal water runoff from the Quiet Creek Park LLC Project and above, as well as, the drainage plan in place in the Quiet Creek Park LLC Project. The owner understands that the City of Homer prefers not to cross personal property when other more adequate options or corridors are available to the City of Homer for drainage and seasonal runoff. The subject property is currently for sale and buyers are concerned about the future use of the subject property 10' drainage easement, therefore preventing them from making an offer on the subject property. This is creating an adverse effect to the subject property. Vacating this easement would not create any adverse effects to the surrounding properties.

Petitioner: Peggi Patton of Homer, Alaska

Location: on Nelson Avenue and Heidi Court, in the City of Homer

Notification: Notice of vacation mailings were sent by regular mail to 17 owners of property within 300 feet. Notice of the proposed vacation was emailed to 8 agencies and interested parties.

The public notice was posted on the Planning Department's bulletin board at the KPB Administration Building.

The City of Homer Advisory Planning Commission recommended approval of the drainage easement vacation on May 15, 2019.

Comments Received:

Alaska Communications Systems: No objection.

ENSTAR Natural Gas: No objection.

GCI: No objection.

Homer Electric Association: No objection.

Tony Neal: Objection

Mr. Neal is a land owner of Lot 8 and the remainder of Tract A, which are two lots located at the west end of Nelson Avenue. The two lots are currently being combined into one parcel, Lot 8-A of proposed AA Mattox Subdivision Gwen's 2019 Addition. The Plat committee approved this replat at the May 28, 2019 meeting on the condition of an access easement be granted from Sanjay Court. Currently the only legal access to the remainder of Tract A is from Nelson Drive.

Mr. Neal also owns the 37 Acre development of Barnett's South Slope Subdivision Quiet Creek Park Unit 2 (HM 2018-40). Lots 34, 35, and 36 of HM 2018-40 front on Nelson Avenue, however the constructed access is from a different Nelson Avenue located further north.

Mr. Neal's letter states his concerns with drainage and the ability to use Nelson Avenue to access proposed Lot 8-A.

Carey Meyer, Public Works Director, City of Homer

Mr. Meyer contacted the Planning Department and submitted written comments in response to Mr. Neal's letter. Mr. Meyer stated that the City of Homer has no interest in a drainage easement across private property when a dedicated Right of Way is nearby. The City of Homer prefers to utilize a dedicated street right of way, whenever possible, to provide drainage corridors to direct water to natural drainage ways. A natural drainage way is located approximately 400 feet to the east.

Staff comments:

1999 – An application was submitted to vacate the 15 foot utility and drainage easement within former Lot 24 and the 10 foot utility easement within former Lot 25 AA Mattox Subdivision.

The 1999 vacation application was approved by the City of Homer Planning and Zoning Commission.

The KPB Planning Department, after listening to concerns regarding drainage and water/sewer services, denied the application. The application was then appealed to the Homer City Council.

The Homer City Council overturned the denial and approved the vacation on the condition that a 25 foot water and sewer easement be granted on the east boundary of former Lot 25 as well as a 10 foot drainage easement be granted on the west side of former Lot 25. The request for the drainage easement came from the City of Homer Public Works Department.

The City of Homer Public Works has submitted comments stating no objection to the vacation of the 10 foot drainage easement. Public Works prefers to utilize utility and drainage corridors within dedicated right of ways whenever possible, as opposed to easements on private property. Nelson Avenue and Kallman Road contain an existing drainage corridor.

**Findings:**

1. Per the petition, the drainage easement proposed to be vacated is not in use by a utility company.
2. ACS, ENSTAR, GCI, and Homer Electric Association provided written non-objection to the proposed vacation.
3. The Homer Advisory Planning Commission recommended approval of the proposed vacation on May 15, 2019.
4. AA Mattox Peggi's Addition (Plat HM 99-64) granted a 10-foot wide drainage easement on Lot 24-A.
5. Per the Homer Advisory Planning Commission hearing packet, the city prefers to utilize utility and drainage corridors in dedicated street rights-of-way whenever possible.
6. Per the Homer Advisory Planning Commission hearing packet, a draining corridor exists easterly along Nelson Avenue and southerly down Kallman Road.
7. No surrounding properties will be denied utilities or drainage.

Based upon the above findings, **staff recommends** granting the vacation as petitioned, subject to:

1. Provide a sketch clearly indicating the draining easement being vacated to be recorded with KPB Planning Commission Resolution 2019-19, becoming Page 2 of 2.
2. The Planning Department is responsible for filing the Planning Commission resolution.
3. The applicants will provide the recording fee for the resolution and its attachments to the Planning Department.

**NOTE: Action after denial of vacation (KPB 20.70.120)**

- A. Denial of a vacation petition is a final act for which no further consideration shall be given by the Kenai Peninsula Borough.
- B. Upon denial by the planning commission, no reapplication or petition concerning the same vacation may be filed within one calendar year of the date of the final denial action except in the case where new evidence or circumstances exist that were not available or present when

**the original petition was filed.**

END OF STAFF REPORT



**KENAI PENINSULA BOROUGH PLANNING COMMISSION  
RESOLUTION 2019-19  
HOMER RECORDING DISTRICT**

Vacate the 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough. KPB File 2019-048V

WHEREAS, Peggi Patton of Homer, AK requested the vacation of the 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64); and

WHEREAS, affected utility companies provided written non-objection to the proposed vacation; and

WHEREAS, The City of Homer Advisory Planning Commission recommended approval of the drainage easement vacation on May 15, 2019; and

WHEREAS, per the petition, the easement is not in use by any utility companies; and

WHEREAS, the proposed vacation will not deny drainage or utility easement(s) to surrounding properties; and

WHEREAS, on June 24, 2019, the Kenai Peninsula Borough Planning Commission considered the background information, all comments received, and recommendations from KPB Planning Department staff regarding the proposed vacation; and

WHEREAS, right of way dedications of Nelson Avenue and Kallman Road exist and can provide drainage corridors and public access; and

WHEREAS, the Planning Commission has found that vacating the drainage easement will not be detrimental to the public interest; and

WHEREAS, 20.70.140 of the Kenai Peninsula Borough Code of Ordinances authorizes the Planning Commission to accomplish vacations by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH:

Section 1. That the 10 foot wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition, granted by AA Mattox Peggi's Addition (Plat HM 99-64), is hereby vacated.

Section 2. That a sketch showing the location of the drainage easement being vacated be attached to, and made a part of this resolution, becoming Page 2 of 2.

Section 3. That this resolution is eligible for recording upon being signed by the Planning Commission chairperson and will be deemed void if not recorded within 90 days of adoption.

Section 4. That this Resolution becomes effective upon being properly recorded with petitioner being responsible for payment of recording fee.

ADOPTED BY THE PLANNING COMMISSION OF THE KENAI PENINSULA BOROUGH ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

\_\_\_\_\_  
Blair J. Martin, Chairperson  
Planning Commission

ATTEST:

\_\_\_\_\_  
Julie Hindman  
Administrative Assistant

Return to:  
Kenai Peninsula Borough Planning Department  
144 North Binkley Street  
Soldotna, Alaska 99669

KPB NOTE: SEE PC RESOLUTION 2017-003

HM 99-64

SE 1/4  
S 1/4  
Alum Post Mon  
2087-S. 1978

S89°59'58"E 353.06' (Rec'd)

S89°59'58"E 139.26' (Rec'd)

Nelson Avenue 30' R.O.W.

S89°59'58"E 236.78'

Lot 24-A 0.524 Ac

Lot 23

Lot 26

Hand Court 60' R.O.W.

SE 1/4  
S 1/4  
Alum Post Mon  
2087-S. 1978

S 1/4  
S 1/4  
Alum Post Mon  
2087-S. 1978

United

United

10' wide utility easement

See Note 5

547°19'55"W 146.28'

L-45.11' R-25.00'

L-95.67' R-20.00'

Proposed Drainage Easement Vacation

LEGEND

- Found 5/8" rebar as per Plat No. 84-8 HMD
- Found 2" Aluminum Cap on 5/8" steel rebar 5780-S. 1997

NOTES

- All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
- No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
- Books of Bearing is AA Mattox 1958 Addition Unit 2 Amended as shown on Record Plat 84-8 Homer Recording District. Dimensions are record.
- Utility and Drainage Easements as shown on the Parent Plat 84-8 HMD were vacated by action of the Homer City Council at their meeting on March 22, 1999.
- The 25 ft water and sewer easement as shown hereon is not in use this date. Any use of this easement must be approved by the City of Homer Public Works Dept and the ground must be returned to its original condition after construction. Furthermore, this easement shall be vacated by request of the City of Homer if water and sewer main are placed in Kallmas Road.
- General easement for electric lines or system is recorded in Book 19 Page 92 HMD in favor of Homer Electric Association no definite location given.
- Covenants affecting the lot shown hereon are on file at the Homer office of the State Recorder. See Bk 141 P263, Bk 145 P201, Bk 145 P262, Bk 152 P358, Bk 169 P479.

WASTEWATER DISPOSAL

Plans for wastewater that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.

PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of

May 24, 1999

KENAI PENINSULA BOROUGH

By: *Mark Red*  
Authorized Official

SURVEYORS CERTIFICATE

I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the monuments shown hereon actually exist as described and that the dimensions and other data are correct to the best of my knowledge.

*Ray W. Inhoff* August 6, 1999  
Roger W. Inhoff LS 5790 Date

99-64 2000  
RECORDED  
HOMER REC DIST  
Date 11/16/99  
Time 1:43 PM  
Examined by  
Roger Inhoff RLS  
PO Box 2588  
Homer AK 99603

OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision, or require signature and approval of the beneficiary.

*Robert D. Patton* *Peggy L. Patton*  
owner of former Lot 24 owner of former Lots 24 and 25  
Robert D. Patton Date Peggy L. Patton Date  
4510 Heidi Court aka Peggy L. Forrester  
Homer AK 99603

Notary's Acknowledgement  
Subscribed and sworn to me before me this 13 day of August 1999

for Robert D. Patton and Peggy L. Patton

*Maureen Dunn*  
Notary Public for Alaska  
My Commission Expires 7-30-02

GARY ANN RYAN  
NOTARY PUBLIC  
STATE OF ALASKA

Vicinity Map 1" = 1000 ft

AA Mattox  
Peggy's Addition

Being a Replat of Lots 24 and 25 AA Mattox  
1958 Addition Unit 2 Amended as shown on  
Record Plat 84-8 Homer Recording District

Located within the  
SE 1/4 SE 1/4 Sec. 17, T6S, R3W, S4M  
in the City of Homer  
Third Judicial District, Alaska

Contains 0.524 Acres, more or less

Clients: Robert and Peggy Patton 4510 Heidi Cr. Homer AK 99603	Surveyor: Roger W. Inhoff, RLS PO Box 2588 Homer AK 99603
Drawn: RWI	Date: 3-23-99
Scale:	File partitioned KPB File No. 98-264

Page 68 of 173

278 PB 2019-048V

KPB NOTE: SEE PC RESOLUTION 2017-003

TO BE VACATED

NELSON ROW

Already Vacated

HM 99-64

**LEGEND**

- Found 5/8" rebar as per Plat No. 84-B HRD
- Found 2" Aluminum Cap on 5/8" steel rebar 5780-S, 1997

**NOTES**

- All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
- No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
- Books of Bearing is AA Mattox 1958 Addition Unit 2 Amended as shown on Record Plat 84-B Homer Recording District. Dimensions are record.
- Utility and Drainage Easements as shown on the Parent Plat 84-B HRD were vacated by action of the Homer City Council at their meeting on March 22, 1999.
- The 25 ft water and sewer easement as shown hereon is not in use this date. Any use of this easement must be approved by the City of Homer Public Works Dept. and the ground must be restored to its original condition after construction. Furthermore, this easement shall be vacated by request of the City of Homer if water and sewer mains are placed in Kallan Road.
- General easement for electric lines or system is recorded in Book 19 Page 92 HRD in favor of Homer Electric Association, no definite location given.
- Covenants affecting the lot shown hereon are on file at the Homer office of the State Recorder. See BK 141 P263, BK 145 P201, BK 145 P968, BK 152 P388, BK 169 P478.

**OWNERSHIP CERTIFICATE**

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plat of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision or require signature and approval of the beneficiary.

Robert D. Patton Date \_\_\_\_\_  
owner of former Lot 24  
4510 Heidi Court  
Homer AK 99603

Peggy L. Patton Date \_\_\_\_\_  
owner of former Lots 24 and 25  
4510 Heidi Court  
Homer AK 99603

Notary's Acknowledgment  
Subscribed and sworn to me before me this 13 day of August, 1999.

for Robert D. Patton and Peggy L. Patton  
Maureen Dawn  
Notary Public for Alaska  
My Commission Expires 7-30-02

**WASTEWATER DISPOSAL**

Plans for wastewater that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.

By: W. L. L. August 6, 1999  
Roger W. Inhoff, LS 5780 Date

**PLAT APPROVAL**

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of May 24, 1999.

KENAI PENINSULA BOROUGH  
By: W. L. L.  
Authorizing Official

**SURVEYORS CERTIFICATE**

I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the monuments shown hereon actually exist as described and that the dimensions and other details are correct to the best of my knowledge.

By: W. L. L. August 6, 1999  
Roger W. Inhoff, LS 5780 Date

**Vicinity Map 1" = 1000 ft**

**AA Mattox Peggi's Addition**

Being a Replat of Lots 24 and 25 AA Mattox 1958 Addition Unit 2 Amended as shown on Record Plat 84-B Homer Recording District

Located within the SE 1/4 SE 1/4 Sec 17, T6S, R3W, S4, in the City of Homer Third Judicial District, Alaska

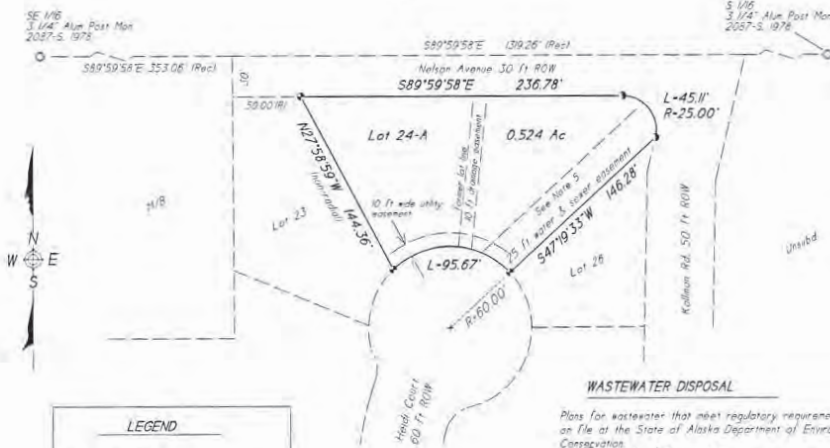
Contains 0.524 Acres, more or less

Clients: Robert and Peggy Patton 4510 Heidi Ct. Homer AK 99603	Surveyor: Roger W. Inhoff, RLS PO Box 2538 Homer AK 99603
Drawn: RWI	Date: 7-23-99
Scale 1" = 50 ft	File patronized: KPB File No. 98-264



KPB NOTE: SEE PC RESOLUTION 2017-003

HM 99-64



LEGEND	
Found 5/8" rebar as per Plat No. 84-8 HRD	
Found 2" Aluminum Cap on 5/8" steel rebar 5780-5, 1997	

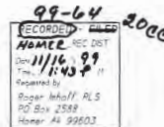
#### NOTES

1. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
2. No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
3. Basis of Bearing is AA Mattox 1958 Addition Unit 2 Amended as shown on Record Plan 84-8 Homer Recording District. Dimensions are record.
4. Utility and Drainage Easements as shown on the Parent Plot 84-8 HRD were vacated by action of the Homer City Council at their meeting on March 22, 1999.
5. The 25 ft water and sewer easement as shown hereon is not in use this date. Any use of this easement must be approved by the City of Homer Public Works Dept. and the ground must be returned to its original condition after construction. Furthermore, this easement shall be vacated by request of the City of Homer if water and sewer main are placed in Kallmas Road.
6. General easement for electric lines or system is recorded in Book 19 Page 92 HRD in favor of Homer Electric Association no definite location given.
7. Covenants affecting the lot shown hereon are on file at the Homer office of the State Recorder. See Bk 141 P263, Bk 145 P200, Bk 145 P262, Bk 152 P358, Bk 169 P479.



#### SURVEYORS CERTIFICATE

I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the measurements shown hereon actually exist as described and that the dimensions and other data are correct to the best of my knowledge.  
*Roger W. Inhoff* August 6, 1999  
Roger W. Inhoff LS 5780 Date



#### OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision, or require signature and approval of the beneficiary.

*Robert D. Patton* *Peggy L. Patton*  
owner of former Lot 24 owner of former Lots 24 and 25  
Robert D. Patton Date Peggy L. Patton Date  
4510 Heidi Court aka Peggy L. Forrester  
Homer AK 99603

Notary's Acknowledgment  
Subscribed and sworn to me before on this 13 day of August 1999  
for Robert D. Patton and Peggy L. Patton  
*Maureen Dunn*  
Notary Public for Alaska  
My Commission Expires 7-30-02



#### WASTEWATER DISPOSAL

Plans for wastewater that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.  
*Roger W. Inhoff* August 6, 1999  
Roger W. Inhoff LS 5780 Date

#### PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of  
May 24, 1999

KENAI PENINSULA BOROUGH

By: *Mark Red*  
Authorized Official

Vicinity Map 1" = 1000 ft



#### AA Mattox Peggy's Addition

Being a Replat of Lots 24 and 25 AA Mattox 1958 Addition Unit 2 Amended as shown on Record Plan 84-8 Homer Recording District

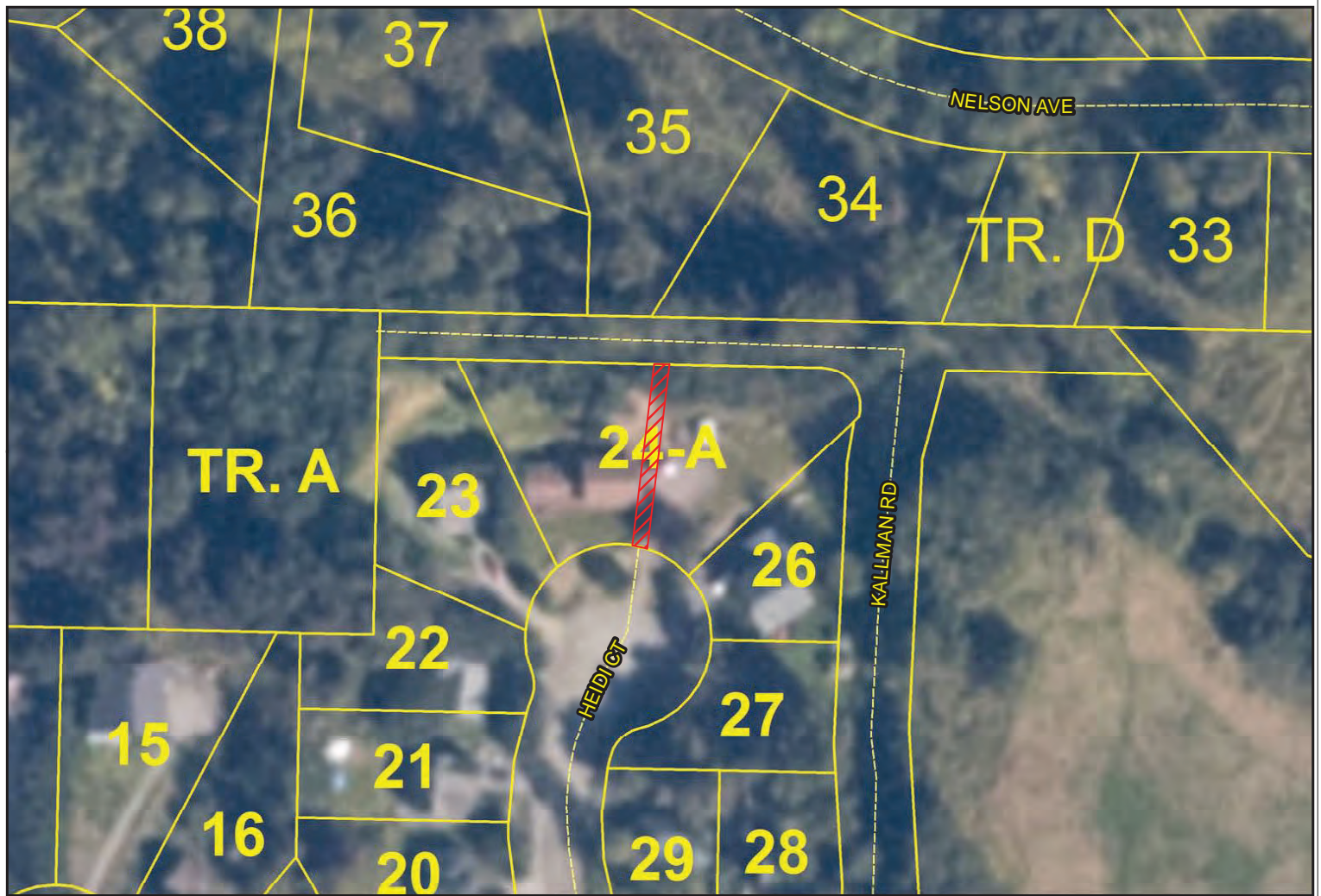
Located within the  
SE 1/4 SE 1/4 Sec. 17, T6S, R3W, S4M  
in the City of Homer  
Third Judicial District, Alaska

Contains 0.524 Acres, more or less

Clients: Robert and Peggy Patton 4510 Heidi Court Homer AK 99603	Surveyor: Roger W. Inhoff, RLS PO Box 2588 Homer AK 99603
Drawn: RWI	Date: 3-23-99
Scale: 1" = 1000 ft	File patronized: KPB File No. 98-264



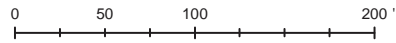




The information depicted hereon  
is for a graphical representation  
only of best available sources.  
The Kenai Peninsula Borough  
assumes no responsibility  
for any errors on this map.

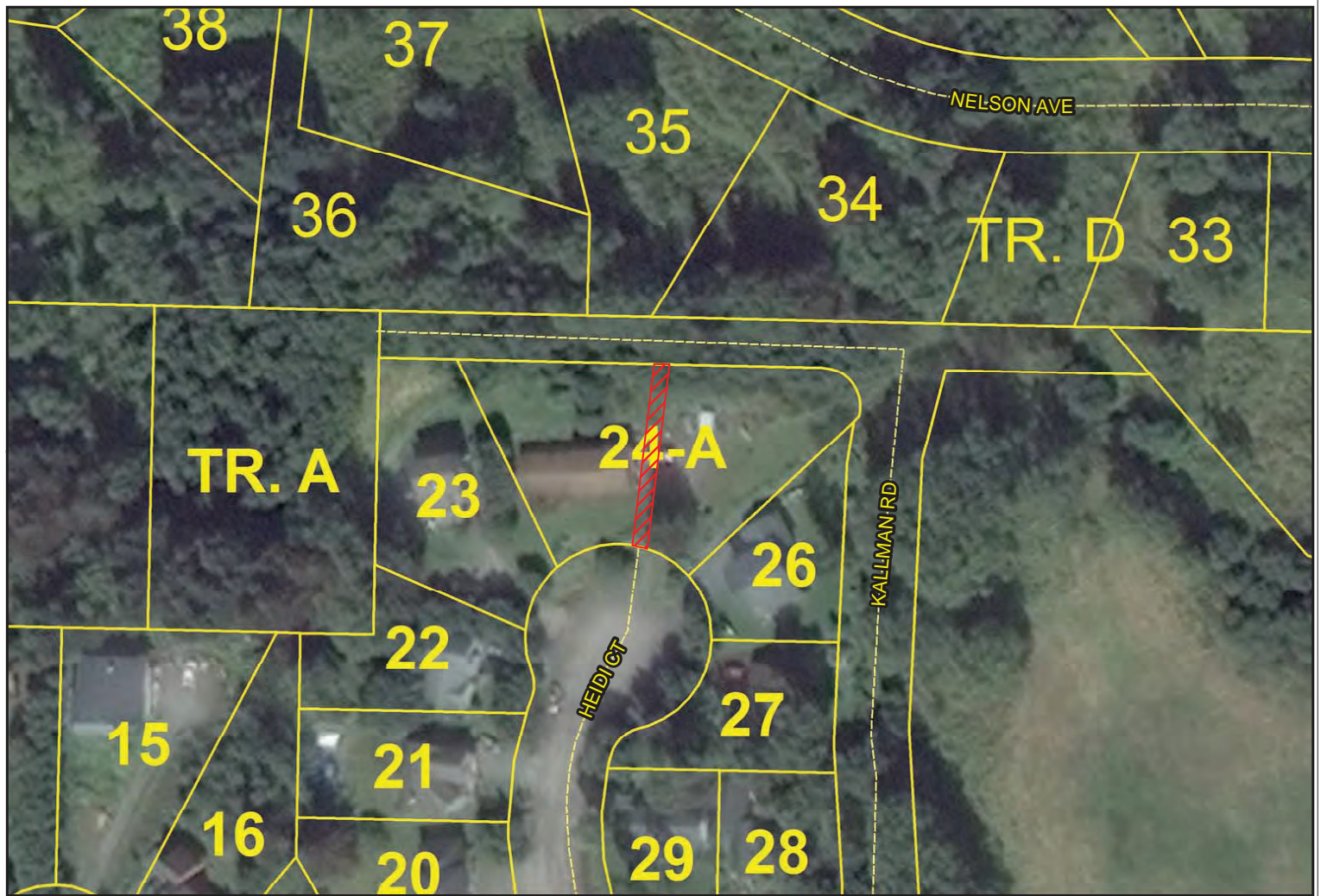
Page 72 of 173

Aerial View



JReif, KPB  
Date: 4/25/2019  
Imagery: 2016

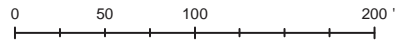




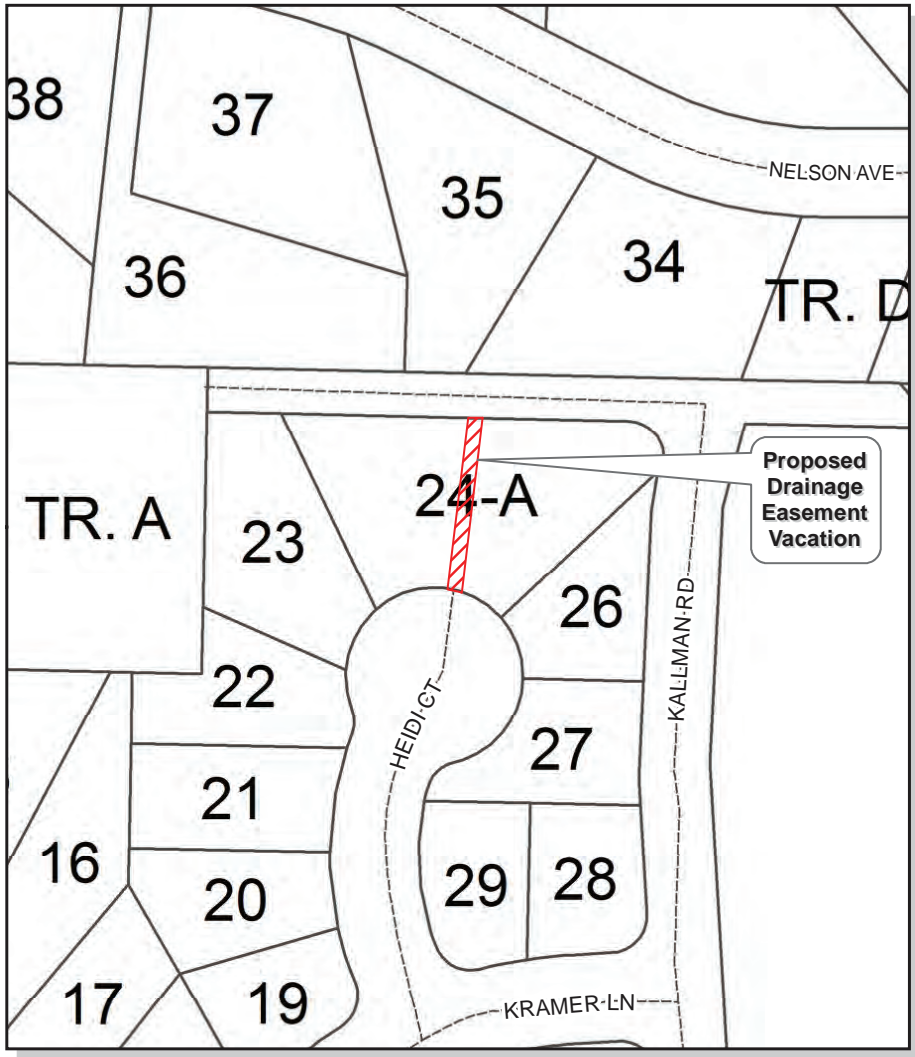
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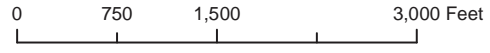
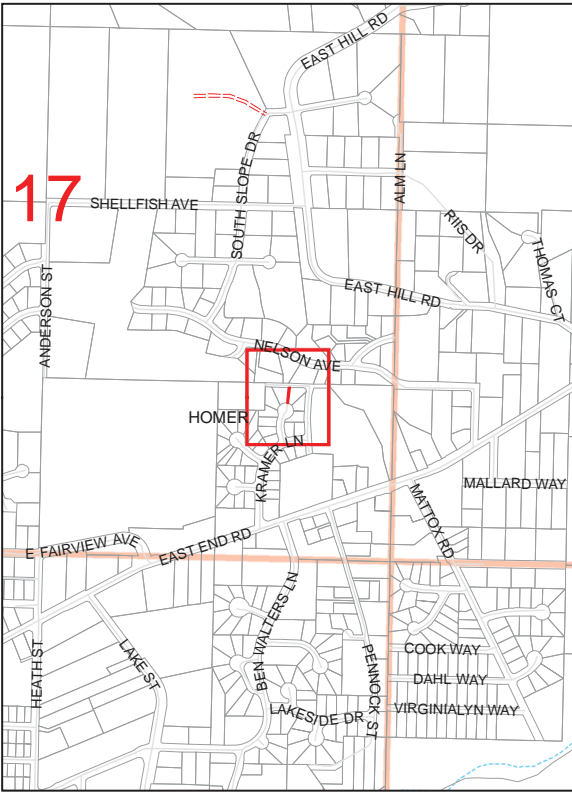
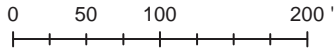
Aerial View



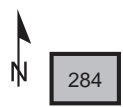
JReif, KPB  
Date: 4/25/2019  
Imagery: Aug 2016



The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for the accuracy of the information.



KPB 2019-048V  
T06S R13W S17  
HOMER



JReif, KPB  
Date: 4/25/2019





**CITY OF HOMER**  
**APPLICATION & PERMIT TO CONSTRUCT AND MAINTAIN**  
**DRIVEWAY ON PUBLIC RIGHT-OF-WAY**

**PART 1: To Be Completed by Permittee**

839 Nelson Avenue Permit No: 2027

DRIVEWAY ADDRESS: Lot 36 Quiet Creek Park

Permittee: Echo Trading Compnay, LLC Date: 11-Jan-19  
Address: P.O. Box 3368, Homer Alaska 99603 Phone: 907-299-2351  
Lot: 26 Block: \_\_\_\_\_  
Sub: Quiet Creek Park

CONTRACTOR: East Road Services

KPB Parcel Number: Not assigned ☒ Residential ☐ Commercial

Field inspection an notice required 24 hours in advance of construction.

Call Public Works Inspector at 235-3170.

The permittee certifies that: (1) he/she is the owner and/or authorized agent of the property. (2) that the conditions, restrictions and regulations of the City will be complied with. (3) that he/she will maintain the driveway in accordance with City standards, and (4) that the minimum clearance between the proposed finished driveway grade and the lowest aerial utility conductor shall not be less than 18 feet.

I have read the above application and know the contents thereof, the same is true and correct. I agree the above work will be done in accordance with all State and City laws and ordinances, and further agree to hold the City harmless from any and all claims of whatever kind or nature which may arise from activities under this permit.

Signed by Permittee \_\_\_\_\_ \$45.00  
Code 2105 (Initials) \_\_\_\_\_

**PART 2: For Public Works Department Use**

☐ No ☒ Yes Culvert Required Minimum CMP Culvert 18"x20'  
☐ No ☐ Yes Paving Required Maximum driveway width at culvert: \_\_\_\_\_  
☐ Applicant required to install a culvert if later conditions warrant.

SPECIAL INSTRUCTIONS \_\_\_\_\_

Initial inspection by: \_\_\_\_\_ Date: \_\_\_\_\_  
Permit granted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Final inspection by: \_\_\_\_\_ Date: \_\_\_\_\_  
Driveway ☐ Does ☐ Does not meet requirements  
Improvements or corrections required: \_\_\_\_\_

CONSTRUCTION APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Public Works Inspector)

PERMIT APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Director of Public Works)

DISTRIBUTION: 1 ~ Permittee (completed part 1)  
2 ~ Inspector (permit granted)  
3 ~ Planning Department (address file)  
4 ~ Inspector (final inspection/and approval)

Received By: JEH  
Paid By: Tony Neal  
Date: 1-11-19  
PAID CHK #1219 \$45

## DRIVEWAY CONSTRUCTION INSTRUCTIONS

A permit to use or occupy roads or streets with access or driveway approaches must be obtained before any work shall be undertaken within the limits of a street right-of-way. **The cost of all the construction AND maintenance of the work shall be borne by the applicant, his grantees, successors and assigns (11.80.090)**

Our inspector will review the driveway site with permittee and/or contractor before construction begins and will advise permittee and/or contractor of the City requirements and grant the permit accordingly. **24 hours notice in advance of construction is required ~ 235-3170.**

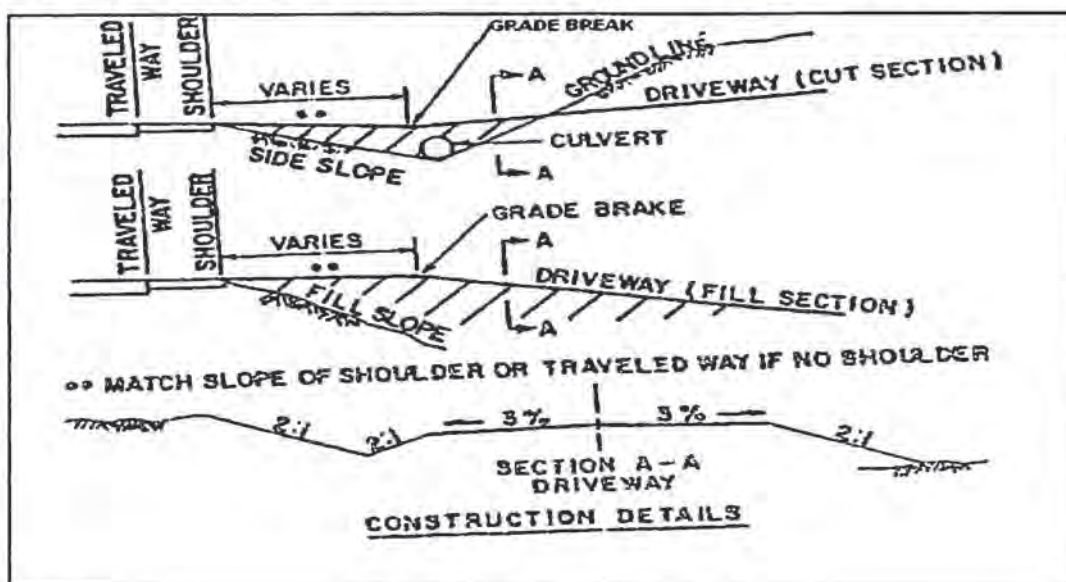
After the driveway is completed, our inspector will inspect the work. If it is acceptable, the inspector will note on the permit that the construction is approved. If not acceptable, the inspector will advise the permittee and/or contractor and note on permit why it is unacceptable to the City.

Should the permittee and/or contractor not know the exact date that the driveway construction will begin, the Public Works Inspector **must be notified at least 24 hours in advance as to when the work will begin.**

Any questions regarding the City's requirements regarding construction should be directed to the Public Works Inspector (235-3170).

### **CONSTRUCTION NOTES:**

1. Stabilized fill material is required for the top two feet of the driveway for a distance of 15 feet from the shoulder line. Fill will not contain material exceeding two inches in diameter, and the top six inches within the R.O.W. must match the top course material of the road surface, however, not exceeding one inch in diameter.
2. Driveway will be constructed to match slope of shoulder or traveled way if no shoulder, for a distance as directed by the inspector.
3. Stabilized material for bedding for a minimum distance of six inches around the culvert will not contain material exceeding two inches in diameter.
4. All construction materials, methods and practices shall be in accordance with HMC Title 13, Standard Construction Practices.
5. Contractor must be licensed in the State of Alaska, bonded and insured to work in the City R.O.W.





**244** HOMER CITY COUNCIL  
REGULAR MEETING MINUTES  
MARCH 22, 1999

Session 99-6, a Regular Meeting of the Homer City Council was called to order at 7:35 p.m. by Mayor Jack Cushing at the Homer City Hall Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska and opened with the Pledge of Allegiance.

**CALL TO ORDER**

**PRESENT: COUNCILMEMBERS:** FENSKE, MARQUARDT, WADDELL, WELLES,  
YOURKOWSKI.

**STAFF:**

CITY MANAGER KOEBERLEIN  
CITY CLERK CALHOUN  
CITY ATTORNEY TANS  
POLICE LT. ROBL  
INTERIM PUBLIC WORKS DIRECTOR JONKER  
LIBRARY DIRECTOR HELM

**ABSENT: COUNCILMEMBER:** PARKS (excused)

**AGENDA APPROVAL**

**AGENDA  
APPROVAL**

(Addition of items to or removing items from the agenda will be by unanimous consent of the Council. HCC 1.24.040.)

The agenda was approved by consensus of the Council.

**PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA**

**PUBLIC  
COMMENTS**

**LAKE STREET  
TRIANGLE  
PARK**

Ginger Tornes reported that her father John Tornes and her brother James Tornes, both landscape architects, had drawn the Lake Street Triangle park conceptual that she distributed and displayed. She gave a brief description of the concept and history of the park. The salient points of this concept are:

1. Low maintenance. These trees and shrubs will need no pruning and will respond with a very small amount of water the first season. The wildflower/grass mix is perennial.
2. Plants are indigenous to Alaska and/or cold weather climates and have a natural resistance to moose.
3. Since this landscape provides a more of a back drop, the open space could be used for demonstration projects, it welcomes signage and an endless list of other items
4. Underground utilities have been considered.
5. This land scape project will not block the view of McDonalds.
6. This planting will not obscure sight distance.

Ms. Tornes felt it important that the City make a decision as soon as possible, so that work could commence by April. Her written comments are a part of the Council packet.

**PATTON  
APPEAL**

Robert Patton commented on the reconsideration of the Patton appeal. He reiterated the following:

- The KPB Planning staff reviewed the file on the AA Mattox preliminary plat and that it did not show the easement currently under review for vacation
- City staff did not request the easement common to lots 24 and 25
- The City Planning Commission did not request the easement.



**VOTE:** The third amendment passed by a majority vote.

HAMMELMAN YES	BRYSON YES	WHITMORE-PAINTER YES	BOSCACCI YES	CARPENTER YES	CLUTTS NO
COLEMAN ABSENT	GANNAWAY NO	HENSLEY ABSENT	JOHNSON NO	SKOGSTAD YES	SIX YES THREE NO TWO ABSENT

Chairman Hammelman asked the Commission if they needed to have the main motion as amended re-stated. No requests to have the main motion repeated were heard.

**VOTE:** The motion as amended passed by a majority vote.

HAMMELMAN YES	BRYSON YES	WHITMORE-PAINTER YES	BOSCACCI YES	CARPENTER YES	CLUTTS NO
COLEMAN ABSENT	GANNAWAY YES	HENSLEY ABSENT	JOHNSON YES	SKOGSTAD YES	EIGHT YES ONE NO TWO ABSENT

Chairman Hammelman said the Commission would recommend enactment of Ordinance 98-33 Substitute including the Commission's recommended amendments. He thanked everyone for their comments. He thanked Assembly Members Scalzi and Drathman for attending.

#### AGENDA ITEM E. UNFINISHED BUSINESS

- Petition to vacate the entire of the fifteen foot wide drainage and underground utility easement within the easterly fifteen feet of Lot 24, AA Mattox 1958 Addition Unit 2 Amended (Plat 83-89 & 84-8 HRD); and vacate the ten foot wide utility easement within the westerly ten feet of Lot 25, of said AA Mattox subdivision; being within Section 17, T5S, R13W, Seward Meridian, Alaska. Within the City of Homer; KPB File - 98-264 — Carried forward from November 23, 1998

Staff report as read by Lisa Parker.

PC Meeting 1/26/99

Petitioners: Peggi L. Patton of Homer, Alaska

#### **Purpose as stated in petition:**

There is a house on Lot 24. Lot 25 is vacant. The owners may vacate the common lot line between the lots sometime in the coming year. For the present however, they wish to extend their garage easterly and develop the existing driveway on Lot 25 for access. The driveway for Lot 24 would be abandoned and reclaimed for lawn.

These plans and other construction plans require the removal of 15 foot utility and draining easement on Lot 24. The Pattons have offered and the City of Homer has agreed to dedicating a 10 foot drainage easement on Lot 25. There is an existing 10 foot utility easement already in place. Since a drainage and utility easements are not necessarily compatible, we therefore ask that the utility easement for Lot 25 also be vacated.

There is an existing 2 foot wide ditch close within Lot 25 handling the current water flow, primarily for breakup.

Notice of vacation mailings were sent to owners of property within a 300 foot radius.

During the November 23, 1998 public hearing, Bob Barnett of Homer spoke against the vacation. Following the hearing, the motion to postpone until January 26, 1999 carried.



Since the November meeting, the City of Homer, on January 5, 1999 submitted a letter wherein they state the City has no objection to the easement vacation as originally submitted. When water and sewer service would be extended to the north of the referenced subdivision, the City would plan to have the utilities placed in the Kallman right-of-way rather than in the referenced easement. The City prefers the utilities be placed in the right-of-way for the following reasons:

- 1) The utilities could serve the lots to the east of Kallman Road;
- 2) The existing 25' wide utility easement is marginal in width for accommodating both the water and sewer lines; and
- 3) Maintenance of the utilities would be more easily accomplished in the ROW than in an easement on private property. The City has also stated — *The existence of a utility easement on the referenced lots should not be interpreted to mean that the City would approve the location for placement of water and sewer mainlines.*

No other comments have been submitted since the November 23<sup>rd</sup> hearing.

Statement of non-objection — November hearing

Homer Electric Association

PTI Communications

GCI Cablevision — GCI has no objections to the vacation but has requested grandfather rights to provide service in the future to two existing CATV underground service drops.

Statement of objection — November hearing

Bernadine and Bob Barnett - no address provided. A signed letter was sent via fax. Mr. Barnett objected to the vacation stating the easements were intended (he believed) and required to provide services to adjoining property on the north.

City of Homer comments

9/16/98 City of Homer Public Works stated no objection with the understanding that a 10' drainage easement will be dedicated along the western property line of Lot 25.

10/30/98 Handwritten on the 9/16/98 City of Homer Public Works letter is the notation "OK, does not need planning commission review" — signed by Eileen R. Bechtol.

11/18/98 Homer Planning Commission meeting - Mr. Barnett requested a letter from the City indicating they had received an objection. The Planning Director agreed to do so.

11/19/98 Memorandum from City of Homer Planning/Zoning advised that Mr. Barnett objected to the vacation; that he believed the easement was in place for future development of the property to the north of Nelson Avenue. The easement was to be used to bring the sewer main to the north property for development. The City Planning Department requested the City Public Works to see if there is a viable alternative.

11/20/98 City of Homer Public Works - sent via E-mail: It has been verified in the field that the sewer mainline can be extended through the Kallman ROW rather than exclusively through the existing utility easement between Lots 24 and 25 of AA Mattox Sub. It may require running additional piping, but the Kallman ROW provides an adequate corridor for future utility expansion to Barnett's Subdivision.

Borough staff has reviewed the file for A.A. Mattox 1958 Addition Unit 2 and made the following findings.

The preliminary plat did not show the easements currently under review for vacation.

The City staff did not request the easements along the lot line common to Lots 24 and 25; nor did the City Commission.

The Borough staff did not request the easements along the lot line common to Lots 24 and 25, nor did the Borough Plat Committee or Planning Commission.

The utility companies reviewing the plat did not request the easement in this location.

The plat was filed on September 9, 1983 in the Homer Recording District as Plat 83-89 without these easements.

On February 7, 1984, an amended plat was filed in the Homer Recording District as Plat 84-8. The plat was amended to add these easements, as well as other drainage easements.

**FINDINGS**



1. No utility company objects to the vacation.
2. The City has stated no objections.
3. The City has advised that Kallman right-of-way provides an adequate corridor for future utility expansion to Barnett's Subdivision.
4. The existing easements were not requested or recommended by either the City or the Borough.
5. GCI Cablevision has requested rights to provide service in the future to two existing CATV underground service drops; however, they did not provide information showing the location of these existing facilities.

Based on the above findings and facts, staff has no basis upon which to recommend a denial of the vacation and is recommending the vacation be approved.

#### STAFF RECOMMENDATIONS:

- A. Planning Commission make their findings, and approve KPBPC Resolution 99-03, thereby granting the vacation subject to the following conditions:
  1. Granting the ten foot drainage easement within the westerly ten feet of Lot 25, as requested by City of Homer Public Works Department.
  2. Granting easement for use of GCI's existing facilities.

**NOTE: If the vacation is denied, the petitioner has eight calendar days in which to appeal the Planning Commission denial. Written appeal must be submitted to the Homer City Clerk.**

#### END OF STAFF REPORT

**MOTION:** Commissioner Carpenter moved, seconded by Commissioner Boscacci, to concur with, accept the findings, and approve KPBPC Resolution 99-03, thereby granting the vacation subject to staff recommendations.

Commissioner Gannaway opposed the motion. Mr. Barnett is being asked to put utilities along more than 400' of Kallman Road. However, the distance along the utility easement is about 100'. Commissioner Gannaway understood the expenses involved. Mr. Barnett will not recover the money he will spend on the utilities because the City does not refund money paid for utilities. The proposed vacation will force Mr. Barnett to spend three times the amount to put in utilities.

#### 1. Bob Barnett

Mr. Barnett did not think much development would occur on the northern side in the near future. The extra cost of running a sewer line several hundred feet unnecessarily seemed like a ridiculous requirement. The easement was put in by the developer so the property to the north could be served from the cul-de-sac. Mr. Barnett thought it was unreasonable to vacate the easement.

Recalling previous discussions, someone asked if it would be acceptable to move the easement to the east or west. Mr. Barnett would not object if the easement is moved either to the east or west. He did not want the easement vacated.

#### 2. Roger Imhoff

Mr. Imhoff said he was representing Peggy Patton. He noticed an omission from the City of Homer comments. An additional letter dated January 5, 1999 was written. In trying to resolve everyone's concerns, he asked the Homer Public Works Department if they would object to moving the easement 25' to the eastern side of Lot 25. The Public Works Department said they did not care about the location of the easement on the lot because Mr. Barnett had to use Kallman Road if he wanted to develop the property to the north. The Public Works Department does not want the water/sewer lines going through a private lot. They want the lines in the right-of-way where they can work on them without disrupting private property.

Commissioner Gannaway commented that water and sewer lines crossed private property throughout Homer.



He added that installing utility lines costs more than \$100 per foot.

3. Bob Barnett

Mr. Barnett said any property to the north that may be sold in the future will be large enough to accommodate on-site water. Homes with wells are in the area. However, sewer service is another matter. Sewer service must be installed before water is installed. Mr. Barnett said he would appreciate it very much if the Commission denied the vacation.

Commissioner Johnson preferred the easement be moved to the west or east so the petitioner can develop her property and Mr. Barnett can get a sewer line across the lot if the City will concur. If the sewer line is installed along Kallman in the future, the easement can be vacated at that time. Commissioner Johnson did not know if the easement should be on the eastern or western side.

Commissioner Gannaway said main lines and manholes were on private property within the City. Chairman Hammelman asked Commissioner Gannaway if he had suggestions about relocating the easement to the east or west. Commissioner Gannaway declined. He pointed out the subject easement was existing.

Referring to the map on Page 89 of the mailout packet, Commissioner Johnson noted it appeared if the easement were moved to the east a short distance, the property owner could proceed with her development and Mr. Barnett could accomplish what he would like to do.

Commissioner Johnson asked Mr. Imhoff if the property owner would object if the easement were moved to Lot 25. Mr. Imhoff asked Commissioner Johnson if he wanted to move the easement the entire 25'. Commissioner Johnson replied he wanted to move it the necessary distance. Mr. Imhoff could not agree to this suggestion without first talking to the property owner. Just because the easement exists does not mean the City will allow the lines to be placed in the easement if Mr. Barnett develops his property in the future.

Commissioner Whitmore-Painter asked who decided where the sewer lines would be installed. Commissioner Gannaway replied the lines were usually installed in the road rights-of-way. In this case there is no road right-of-way. He thought the Public Works Department decided the location of the utility lines. Commissioner Whitmore-Painter said Public Works stated they would not install the lines in the easement.

Ms. Parker commented that when a property owner wants to develop his property, he/she will talk with the City and work together toward a common goal.

Chairman Hammelman re-stated the motion.

Commissioner Carpenter thought the letter from the Homer Public Works Department was unclear. He read a portion of the letter:

*The existence of a utility easement on the referenced lots should not be interpreted to mean that the City would approve the location for placement of water and sewer mainlines.*

**VOTE:** The motion failed by a majority vote.

HAMMELMAN NO	BRYSON YES	WHITMORE-PAINTER YES	BOSCACCI NO	CARPENTER NO	CLUTTS NO
COLEMAN ABSENT	GANNAWAY NO	HENSLEY ABSENT	JOHNSON NO	SKOGSTAD YES	SIX NO THREE YES TWO ABSENT

**AGENDA ITEM E. UNFINISHED BUSINESS**

Session 19-10, a Regular Meeting of the Homer Advisory Planning Commission was called to order by Chair Venuti at 6:30 p.m. on May 15, 2019 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONERS BANKS, SMITH, VENUTI, HIGHLAND, PETSKA-RUBACLAVA

ABSENT: COMMISSIONER BOS, BENTZ (EXCUSED)

STAFF: CITY PLANNER ABBOD  
DEPUTY CITY CLERK KRAUSE

The Commission conducted a worksession prior to the meeting on the subject of building height maximums in the East End Mixed Use District with Fire Chief Purcell, Alan Engebretsen and Ken Moore that included previous discussion points of fire safety and building height in general.

### **APPROVAL OF THE AGENDA**

Chair Venuti called for a motion to approve the agenda.

HIGHLAND/SMITH – SO MOVED.

There was no discussion.

VOTE. NON-OBJECTION. UNANIMOUS CONSENT.

Motion carried.

### **PUBLIC COMMENT**

### **RECONSIDERATION**

### **ADOPTION OF CONSENT AGENDA**

- A.** Approval of minutes of May 1, 2019
- B.** Drainage Easement Vacation Request at 4510 Heidi Court
- C.** Time extension request for Sterling Hwy/Main Street AKDOT Right of Way Acquisition Preliminary Plat

Chair Venuti requested a motion to approve the Consent Agenda.

HIGHLAND/BANKS - SO MOVED.



**From:** Carey Meyer  
**Sent:** Monday, May 13, 2019 8:47 AM  
**To:** Travis Brown  
**Subject:** RE: Heidi Court drainage easement vacation

Mr. Brown,

The Public Works Department has no objection to vacating the drainage easement across Lot 24-A, AA Mattox – Peggi's Addition.

We prefer to utilize utility and drainage corridors in dedicated street rights-of-way whenever possible. Easements across private are more difficult to access (and more often than not more costly) for maintenance than dedicated right-of-way.

In this case, a drainage corridor exists easterly along Nelson Ave. and then southerly down Kallman Road.

**Carey S. Meyer, P.E., MPA**

Public Works Director/City Engineer

City of Homer, Alaska

3575 Heath Street

Homer, AK 99603

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

(p) 907-435-3124

(f) 907-235-3145

(c) 907-399-7232

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**From:** Travis Brown <[tbrown@ci.homer.ak.us](mailto:tbrown@ci.homer.ak.us)>  
**Sent:** Friday, May 10, 2019 12:26 PM  
**To:** Carey Meyer <[CMeyer@ci.homer.ak.us](mailto:CMeyer@ci.homer.ak.us)>  
**Subject:** Heidi Court drainage easement vacation

Carey,

Thanks for providing an email for the commission to see. I attached the rest of the documents associated with this request so the references are at your fingertips.

Travis Brown  
Planning Technician  
City of Homer  
Planning and Zoning Office  
(907)235-3106



Kenai Peninsula Borough Planning Department  
144 North Binkley  
Soldotna, Alaska 99669-7599  
Toll free within the Borough 1-800-478-4441, extension 2200  
(907) 714-2200

**Petition to Vacate Utility Easement**  
**No Public Hearing Required**

Submit completed form to the Kenai Peninsula Borough Planning Department, 144 North Binkley St., Soldotna, AK 99669

Upon receipt of complete application with all required attachments the vacation will be scheduled for Planning Commission action. The petitioner must secure and submit written comments from utility companies. If the easement is within city limits; secure and submit city's written comments. **The completed petition, with all required attachments, accompanied by a \$75.00 non-refundable fee, must be submitted to the Planning Department a minimum of thirty (30) days prior to the meeting at which the Planning Commission will take action.**

☒ Fees - \$75.00 non-refundable fee attached.

To accomplish an approved vacation; a Planning Commission Resolution must be filed with the State Recorder to enter the vacation into the public records unless the vacation is accomplished by plat. Petitioner must pay filing fees (usually \$22-\$27).

☒ Utility easement requested to be vacated was granted by plat of Subdivision, filed as Plat No. 99-64 in Homer Recording District. *NOT utility easement (Drainage)*

☒ Utility easement proposed to be vacated was granted by (specify type of document) as recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ Recording District. (Copy of recorded document must be submitted with petition) *COULDN'T FIND ANY RECORDED DOCUMENT*

☒ Comments from *Hea* Electric Association attached

☒ Comments from *N/A* Gas Company attached.

☒ Comments from *ACS* Telephone Company attached.

☒ Comment from *GCT* Cable Company attached.

☐ Comments from the KPB Roads Department attached if applicable.

☐ Comments from City of \_\_\_\_\_ attached.

☒ One copy of plat or map (sketch) showing area proposed to be vacated. If easement was granted by document; one copy of recorded document must be submitted.

☐ If an existing structure is encroaching into easement; As-Built showing encroachment must be attached.

Is easement being used by utility company? ☐ Yes ☒ No

If yes, which utility \_\_\_\_\_

Please note comments or no comments on the sketch or plat that is to be submitted with the petition.

The petitioner must provide reasonable justification for the vacation. Reason for vacating:

SEE ATTACHED REASON FOR VACATING:

The petition must be signed (written signature) by owners of the land subject to the easement proposed to be vacated. Each must include mail address and legal description of his / her property.

Submitted by: Signature *Peggy L. Patton* As ☒ Petitioner ☐ Representative

Name: PEGGY L. PATTON

Address: 4510 HEIDI CT.

HOMER, AK 99603

Phone: 907-399-4055

**Petitioners:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner of \_\_\_\_\_

The petitioner's reasonable justification for vacation of 10' drainage easement.

Subject Property: Lot 24A AA Mattox Peggi's Addition Plat No. 99-64

The 10' drainage easement on the above mentioned subject property has not been used since it was platted on the subject property original plat 84-HRD.

There is an alternative corridor in place on the Nelson Avenue ROW above the north lot line of the subject property. A long driveway permit on the Nelson Avenue ROW has been issued by the City Of Homer to the Quiet Creek Park LLC Project. The long driveway permit requires that the existing Drainage corridor remain in place on the North side of the long driveway. (see driveway permit, original and current subject property plats 84-HRD and 99-64, attached)

The current corridor on the Nelson Avenue ROW handles any storm or seasonal water runoff from the Quiet Creek Park LLC Project and above, as well as, the drainage plan in place in the Quiet Creek Park LLC Project.

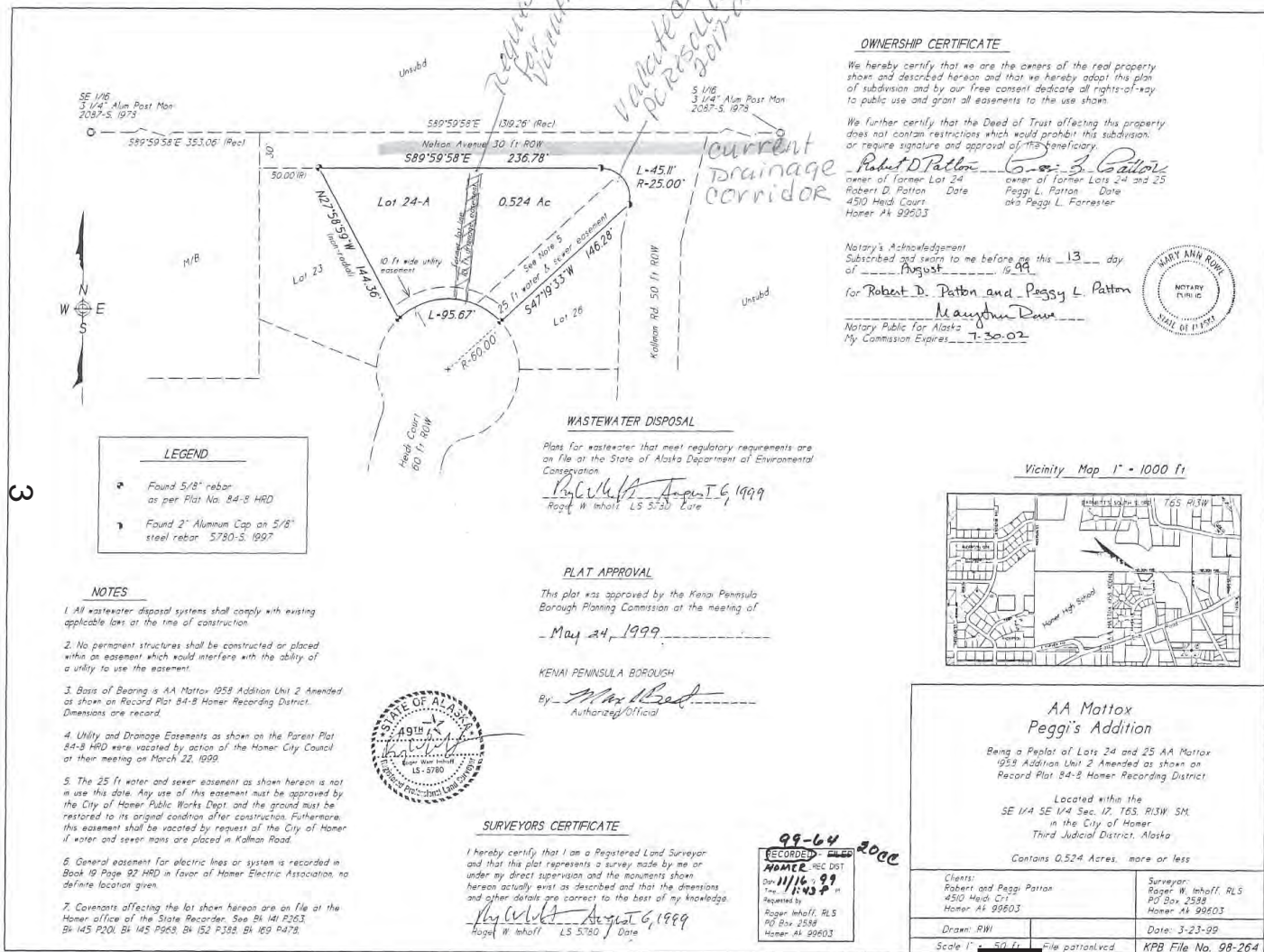
It is my understanding that the City of Homer prefers not to cross personal property when other more adequate options or corridors are available to the City of Homer for drainage and seasonal runoff.

The subject property is currently for sale and buyers are concerned about the future use of the subject property 10' drainage easement, therefor preventing them from making an offer on the subject property. This is creating an adverse effect to the subject property.

Vacating this easement would not create any adverse effects to the surrounding properties.



KPB NOTE: SEE PC RESOLUTION 2017-003







**CITY OF HOMER**  
**APPLICATION & PERMIT TO CONSTRUCT AND MAINTAIN**  
**DRIVEWAY ON PUBLIC RIGHT-OF-WAY**

**PART 1:** To Be Completed by Permittee

839 Nelson Avenue Permit No: 2027

DRIVEWAY ADDRESS: Lot 36 Quiet Creek Park

Permittee: Echo Trading Compnay, LLC Date: 11-Jan-19  
Address: P.O. Box 3368, Homer Alaska 99603 Phone: 907-299-2351  
Lot: 26 Block: \_\_\_\_\_  
Sub: Quiet Creek Park

**CONTRACTOR:** East Road Services

KPB Parcel Number: Not assigned ☒ Residential ☐ Commercial

Field inspection an notice required 24 hours in advance of construction.

Call Public Works Inspector at 235-3170.

The permittee certifies that: (1) he/she is the owner and/or authorized agent of the property, (2) that the conditions, restrictions and regulations of the City will be complied with, (3) that he/she will maintain the driveway in accordance with City standards, and (4) that the minimum clearance between the proposed finished driveway grade and the lowest aerial utility conductor shall not be less than 18 feet.

I have read the above application and know the contents thereof, the same is true and correct. I agree the above work will be done in accordance with all State and City laws and ordinances, and further agree to hold the City harmless from any and all claims of whatever kind or nature which may arise from activities under this permit.

Signed by Permittee \_\_\_\_\_

**\$45.00**

**Code 2105**

(Initials) \_\_\_\_\_

**PART 2:** For Public Works Department Use

☐ No ☒ Yes Culvert Required Minimum CMP Culvert 18"x20'  
☐ No ☐ Yes Paving Required Maximum driveway width at culvert: \_\_\_\_\_  
☐ Applicant required to install a culvert if later conditions warrant.

SPECIAL INSTRUCTIONS \_\_\_\_\_

Initial inspection by: \_\_\_\_\_ Date: \_\_\_\_\_  
Permit granted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Final inspection by: \_\_\_\_\_ Date: \_\_\_\_\_  
Driveway ☐ Does ☐ Does not meet requirements  
Improvements or corrections required: \_\_\_\_\_

CONSTRUCTION APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Public Works Inspector)

PERMIT APPROVED BY: \_\_\_\_\_ Date: \_\_\_\_\_  
(Director of Public Works)

DISTRIBUTION: 1 ~ Permittee (completed part 1)  
2 ~ Inspector (permit granted)  
3 ~ Planning Department (address file)  
4 ~ Inspector (final inspection/and approval)

Received By: JEH  
Paid By: Tony Neal  
Date: 1-11-19  
**PAID CHK #1219 \$45**

## DRIVEWAY CONSTRUCTION INSTRUCTIONS

A permit to use or occupy roads or streets with access or driveway approaches must be obtained before any work shall be undertaken within the limits of a street right-of-way. **The cost of all the construction AND maintenance of the work shall be borne by the applicant, his grantees, successors and assigns (11.80.090)**

Our inspector will review the driveway site with permittee and/or contractor before construction begins and will advise permittee and/or contractor of the City requirements and grant the permit accordingly. **24 hours notice in advance of construction is required ~ 235-3170.**

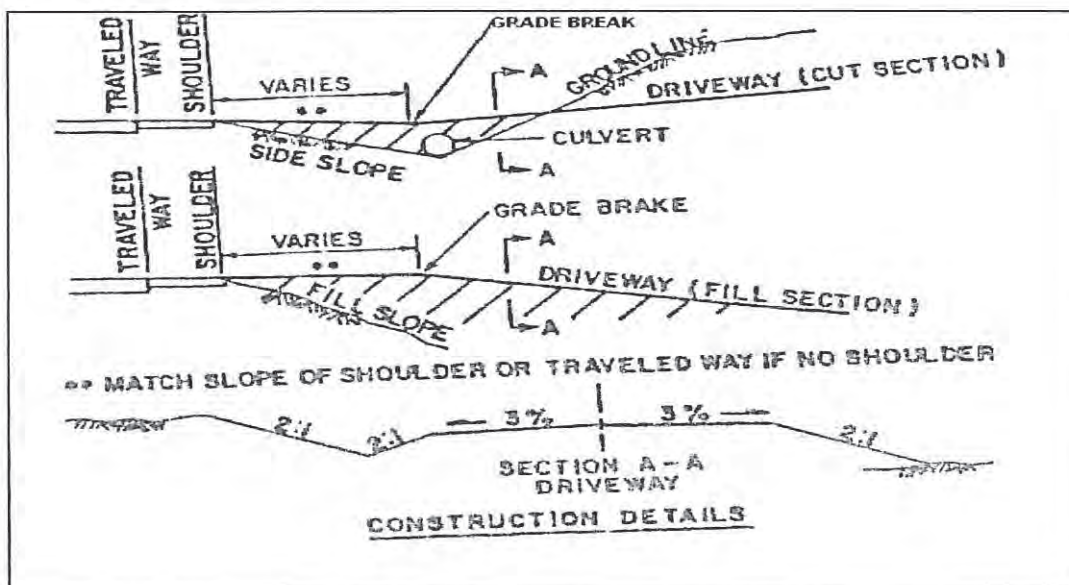
After the driveway is completed, our inspector will inspect the work. If it is acceptable, the inspector will note on the permit that the construction is approved. If not acceptable, the inspector will advise the permittee and/or contractor and note on permit why it is unacceptable to the City.

Should the permittee and/or contractor not know the exact date that the driveway construction will begin, the Public Works Inspector must be notified at least **24 hours in advance as to when the work will begin.**

Any questions regarding the City's requirements regarding construction should be directed to the Public Works Inspector (235-3170).

### **CONSTRUCTION NOTES:**

1. Stabilized fill material is required for the top two feet of the driveway for a distance of 15 feet from the shoulder line. Fill will not contain material exceeding two inches in diameter, and the top six inches within the R.O.W. must match the top course material of the road surface, however, not exceeding one inch in diameter.
2. Driveway will be constructed to match slope of shoulder or traveled way if no shoulder, for a distance as directed by the inspector.
3. Stabilized material for bedding for a minimum distance of six inches around the culvert will not contain material exceeding two inches in diameter.
4. All construction materials, methods and practices shall be in accordance with HMC Title 13, Standard Construction Practices.
5. Contractor must be licensed in the State of Alaska, bonded and insured to work in the City R.O.W.







**ENSTAR Natural Gas Company**  
A DIVISION OF SEMCO ENERGY  
Engineering Department  
Right of Way Section  
401 E. International Airport Road  
P. O. Box 190288  
Anchorage, Alaska 99519-0288  
(907) 277-5551  
FAX (907) 334-7798

April 25, 2019

Peggi Patton  
4510 Heidi Ct  
Homer, AK 99603

Re: Letter of Non-Objection – Drainage Easement Vacation

To whom it may concern:

ENSTAR Natural Gas Company has no objection to the vacation of the existing ten foot (10 FT) wide drainage easement, within Lot 24-A, AA Mattox Subdivision Peggi's Addition, according to Plat No. 99-64, Records of the Homer Recording District, Third Judicial District, State of Alaska.

Sincerely,

A handwritten signature in cursive script that reads "Cassie Acres".

Cassie Acres  
Right of Way & Compliance Technician  
ENSTAR Natural Gas Company



April 26, 2019

To Whom It May Concern:

RE: Vacating of 10' Drainage Easement

Please be advised that Alaska Communications (ACS) has no objection to vacating the 10' Drainage Easement that runs north-south across the middle of lot 24A of the AA Mattox Subdivision Peggi's Addition (99-64).

Byron Jackson

A handwritten signature in black ink that reads 'Byron Jackson'.

ACS OSP Network Engineer III  
151 Warehouse Dr  
Soldotna, AK 99669  
(907) 714-8791  
[Byron.Jackson@acsalaska.com](mailto:Byron.Jackson@acsalaska.com)





April 25, 2019

Peggi Patton  
4510 Heidi Court  
Homer, AK 99603

Dear Ms. Patton,

Provided the 10 foot utility easement along the Heidi Court ROW remains, GCI has no objection to vacating the 10 foot drainage easement running through Lot 24-A, AA Mattox Peggi's Addition, 4510 Heidi Court, between Nelson Avenue and Heidi Court.

Sincerely

A handwritten signature in cursive script that reads "Bradley Beck".

Bradley Beck  
Manager OSP O&M

**From:** [tonyneal@popsiefishco.com](mailto:tonyneal@popsiefishco.com)  
**To:** [Reif, Jordan](#); [Sweppy, Maria](#)  
**Cc:** ["Susannah Webster"](#); ["Carey Meyer"](#); [Andy.Mitzel@usace.army.mil](mailto:Andy.Mitzel@usace.army.mil)  
**Subject:** vacation of drainage easement Lot 24A, AA Mattox Peggi addition  
**Date:** Saturday, June 08, 2019 12:49:38 PM  
**Attachments:** [image003.png](#)

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We have received Notice of Proposed Utility Easement Vacation on Lot 24-A, AA Mattox Peggi's Addition. The notice allows written comments to be received by e mail to Jordan Reif. Please respond that this message is received, or we will need to send a certified Mail.

I am in western Alaska and cannot attend the meeting. However, we are totally opposed to the vacation and will use all legal means to prevent it. The easement that is under consideration for vacation drains Wetlands and extensive area in Quiet Creek Park and areas above.

1. We refer you to Quiet Creek Park subdivision and the extensive public record on concerns about drainage, storm water, Wetlands, and related, and all the Borough Planning Commission concerns to meet public comments, and the regulations and constraints imposed on Quiet Creek Park to protect drainage for the public interest.
2. The drainage at issue, delineated official legal Wetlands regulated by the US Army Corps of Engineers. It is, in the words of the Corps of Engineers "waters to the United States" and regulated as such.
3. The Pattons, themselves, went above their property line, entered the Nelson right of way, entered our property, and built an earth fill dam, damming the flow down the natural water flow protected by this drainage easement. They dammed the flow to keep it from the drainage easement. They went on to Wetlands in Violation of the Corps regulation, with no permit and no notice. They dug a ditch with an excavator diverting the dammed water east from its natural southerly flow down the center of the Nelson Avenue public right of way. The water now empties on to the Kalman Street right of way where it has created a swamp.
4. The Pattons may claim they have City approval to enter on the Wetlands, dam the drainage, and divert the flow down Nelson. However, there is no record of the legally required City permit that is required to be issued to do work on a City right of way..
5. The Nelson right of way is our only legal access to our property at the end of Nelson, we have been forced to create a new easement for access because Nelson is unbuildable, but Nelson remains a legal public access for several lots.
6. We did apply for and obtain a driveway construction permit from the City of Homer (something the Pattons did not do ). This was to build our legal access to our property on Nelson Avenue.
7. However, upon our inspection and after hiring a surveyor, we discovered the Pattons had dug the unregulated, non-permitted, drainage diversion right down the middle of the Nelson access, making it impossible to build our driveway. Water flowing was eastward toward Kalman in an unregulated amount, creating a swamp and making the use of Nelson as the intended public access impossible.
8. The petition submitted to the Borough in support of the vacation is untrue, a misrepresentation, fraudulent I suppose, since the truth is known by the Pattons. The drainage has not been "unused" since 1984. Water has not flowed in the drainage since the Pattons dammed it off, but that wasn't 1984 nor does it create the easement as "unused". The "alternative corridor" said to exist on Nelson is an excavated ditch dug by the Pattons down the middle of the right of way.

Therefore we are totally and legally opposed to the vacation of the drainage easement. We simply will not permit vacation without a legally approved alternative.

One solution is to have the Pattons remove the dam and allow the Wetlands to drain naturally on the drainage easement so we can build an access to our property.

We would accept an alternative for the Pattons by accepting a diversion ditch along the edge of the Nelson right of way as long as there was enough space to allow us to build our access, and the diversion was approved by City of Homer and Corps of Engineers and any other required permitting

agency and we were indemnified for working in Wetlands and along the right of way where excess water was flowing, having been diverted from its natural flow. If permitted, the Pattons could hire a surveyor and contractor to remove the unregulated and un-permitted ditch down the middle of Nelson and replace it with a ditch on the edge of the right of way and create a passable driveway access, and ditch and clean up the swamp mess on Kalman.

Again, we are totally and legally opposed to this vacation without an officially approved alternative that does not restrict our legal access.

Thank you, Tony Neal, Member-Manager for Echo Trading Company, LLC.

**Tony Neal**

**907-299-2351**

**[www.PopsieFishCo.com](http://www.PopsieFishCo.com)**



From: [peggi patton](#)  
To: [Reif, Jordan](#)  
Subject: Re: AA Mattox Peggi's Addition Lot 24-A Drainage Easement Vacation KPB 2019-048V  
Date: Tuesday, June 11, 2019 6:42:38 AM  
Attachments: [image001.png](#)

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Dear Jordan

Mr Neal is incorrect. The drainage easement on our property has not been used for above property drainage. We did not create the drainage on the Nelson ave ROW I encourage the borough to speak with Kerry Meyer at the City of Homer.

Sent from my iPhone

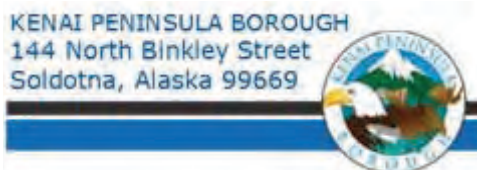
On Jun 10, 2019, at 8:38 AM, Reif, Jordan <[jreif@kpb.us](mailto:jreif@kpb.us)> wrote:

Hi Peggi,

Attached please find a comment from the public on AA Mattox Peggi's Addition Lot 24-A Drainage Easement Vacation KPB 2019-048V. The comment will be presented to the Planning Commission for their review.

Best,

**Jordan Reif**  
Platting Technician  
(907) 714-2200  
(907) 714-2378 Fax



PUBLIC RECORDS LAW DISCLOSURE: This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to the public upon request.

<KPB 2019-048V Neal Comment 6\_10\_19.pdf>



**From:** [Carey Meyer](#)  
**To:** [Reif, Jordan](#); [Sweppy, Maria](#)  
**Cc:** [Tony Neal \(tonyneal@popsiefishco.com\)](mailto:tonyneal@popsiefishco.com)  
**Subject:** RE: vacation of drainage easement Lot 24A, AA Mattox Peggi addition  
**Date:** Wednesday, June 12, 2019 12:42:44 PM  
**Attachments:** [image002.png](#)  
[photos of Nelson Avenue culvert conditions prior to removal.pdf](#)

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Mr. Huff,

Although I have expressed my recommendations (in support of the vacation of the drainage easement) to the Homer Advisory Planning Commission (through Planning Department staff), I wanted to respond to the email from Tony Neal (see [below](#)).

**Carey S. Meyer, P.E., MPA**

Public Works Director/City Engineer  
City of Homer, Alaska  
3575 Heath Street  
Homer, AK 99603  
[cmeyer@ci.homer.ak.us](mailto:cmeyer@ci.homer.ak.us)  
(p) 907-435-3124  
(f) 907-235-3145  
(c) 907-399-7232

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**From:** [tonyneal@popsiefishco.com](mailto:tonyneal@popsiefishco.com) <[tonyneal@popsiefishco.com](mailto:tonyneal@popsiefishco.com)>  
**Sent:** Saturday, June 8, 2019 11:47 AM  
**To:** [jreif@kpb.us](mailto:jreif@kpb.us); [msweppy@kpb.us](mailto:msweppy@kpb.us)  
**Cc:** 'Susannah Webster' <[susannahwebster@popsiefishco.com](mailto:susannahwebster@popsiefishco.com)>; Carey Meyer <[CMeyer@ci.homer.ak.us](mailto:CMeyer@ci.homer.ak.us)>; [Andy.Mitzel@usace.army.mil](mailto:Andy.Mitzel@usace.army.mil)  
**Subject:** vacation of drainage easement Lot 24A, AA Mattox Peggi addition

We have received Notice of Proposed Utility Easement Vacation on Lot 24-A, AA Mattox Peggi's Addition. The notice allows written comments to be received by e mail to Jordan Reif. Please respond that this message is received, or we will need to send a certified Mail.

I am in western Alaska and cannot attend the meeting. However, we are totally opposed to the vacation and will use all legal means to prevent it. The easement that is under consideration for vacation drains Wetlands and extensive area in Quiet Creek Park and areas above.

1. We refer you to Quiet Creek Park subdivision and the extensive public record on concerns about drainage, storm water, Wetlands, and related, and all the Borough Planning Commission concerns to meet public comments, and the regulations and constraints imposed on Quiet Creek Park to protect drainage for the public interest. [Mr. Neal has protected wetlands and the existing drainage features within his subdivision development.](#)
2. The drainage at issue, delineated official legal Wetlands regulated by the US Army Corps of Engineers. It is, in the words of the Corps of Engineers "waters to the United States" and regulated as such. [I meet in Homer with Corps personnel regarding this issue. There is no reason to believe that there are any](#)

wetlands within the drainage easement proposed to be vacated or below in the developed subdivision. The Corps representative was not concerned that the work completed by the Patton's was a regulatory issue. Future work along this Nelson Ave./Kallman St. corridor might require coordination with the Corps.

3. The Pattons, themselves, went above their property line, entered the Nelson right of way, entered our property, and built an earth fill dam, damming the flow down the natural water flow protected by this drainage easement. They dammed the flow to keep it from the drainage easement. They went on to Wetlands in Violation of the Corps regulation, with no permit and no notice. They dug a ditch with an excavator diverting the dammed water east from its natural southerly flow down the center of the Nelson Avenue public right of way. The water now empties on to the Kalman Street right of way where it has created a swamp. Contractor and property owner say all work occurred within the Nelson Avenue right-of-way; admit that they removed the existing culvert (permission granted by Public Works); no ditching was completed within Nelson Avenue. Surface water always was connected to an existing ditch in the center of Nelson Avenue. (See photos taken prior to work being completed showing water always flowed down the center of Nelson Avenue).
4. The Pattons may claim they have City approval to enter on the Wetlands, dam the drainage, and divert the flow down Nelson. However, there is no record of the legally required City permit that is required to be issued to do work on a City right of way. The City never issues a permit to do work in wetlands. Verbal permission was given to remove the badly deteriorated "culvert".
5. The Nelson right of way is our only legal access to our property at the end of Nelson, we have been forced to create a new easement for access because Nelson is unbuildable, but Nelson remains a legal public access for several lots. In my opinion, nothing that the Patton's did made Nelson Avenue unbuildable.
6. We did apply for and obtain a driveway construction permit from the City of Homer (something the Pattons did not do ). This was to build our legal access to our property on Nelson Avenue. No comment.
7. However, upon our inspection and after hiring a surveyor, we discovered the Pattons had dug the unregulated, non-permitted, drainage diversion right down the middle of the Nelson access, making it impossible to build our driveway. Water flowing was eastward toward Kalman in an unregulated amount, creating a swamp and making the use of Nelson as the intended public access impossible. The Patton's did not dig a ditch down the center of Nelson. The photos show this "ditch" pre-existed any work by the Patton's.
8. The petition submitted to the Borough in support of the vacation is untrue, a misrepresentation, fraudulent I suppose, since the truth is known by the Pattons. The drainage has not been "unused" since 1984. Water has not flowed in the drainage since the Pattons dammed it off, but that wasn't 1984 nor does it create the easement as "unused". The "alternative corridor" said to exist on Nelson is an excavated ditch dug by the Pattons down the middle of the right of way. No comment.

Therefore we are totally and legally opposed to the vacation of the drainage easement. We simply will not permit vacation without a legally approved alternative.

One solution is to have the Pattons remove the dam and allow the Wetlands to drain naturally on the drainage easement so we can build an access to our property.

We would accept an alternative for the Pattons by accepting a diversion ditch along the edge of the

Nelson right of way as long as there was enough space to allow us to build our access, and the diversion was approved by City of Homer and Corps of Engineers and any other required permitting agency and we were indemnified for working in Wetlands and along the right of way where excess water was flowing, having been diverted from its natural flow. If permitted, the Pattons could hire a surveyor and contractor to remove the unregulated and un-permitted ditch down the middle of Nelson and replace it with a ditch on the edge of the right of way and create a passable driveway access, and ditch and clean up the swamp mess on Kalman.

Again, we are totally and legally opposed to this vacation without an officially approved alternative that does not restrict our legal access.

Thank you, Tony Neal, Member-Manager for Echo Trading Company, LLC.

**Tony Neal**

**907-299-2351**

**[www.PopsieFishCo.com](http://www.PopsieFishCo.com)**





This photo (taken prior to culvert removal) looks north across the Nelson. Note that the “ditch” is turning east down Nelson Avenue.





This photo looks west along Nelson Avenue and shows that surface water ran down the center of Nelson Avenue prior to culvert removal.



This photo looks north at the downstream end of the culvert that was removed.



## Echo Trading Company LLC

PO Box 3368

Homer, AK 99603

(907)-299-2351

[tonyneal@popsiefishco.com](mailto:tonyneal@popsiefishco.com)

Received  
City Clerk's Office

AUG 21 2019

City of Homer  
Alaska

20Aug2019

Homer City Council

Re: Memorandum 19-0xx from City Clerk Re: Kenai Peninsula Borough Approval of the vacation of a 10 ft. wide drainage easement on Lot 24-A, AA Mattox Peggi's Addition (Plat HM 99-64); within Section 17, Township 6 South, Range 13 West, Seward Meridian, Alaska, within the Kenai Peninsula Borough KPB File 2019-048V.

I am here to ask you to veto the planning commission decision approving the petition to vacate this drainage easement.

Vacating this drainage easement has no public benefit. It is harmful to the Public, and to the neighbors, including Echo Trading Company as an adjacent uplands owner benefited by this drainage easement, and to the integrity of The City of Homer.. It contradicts numerous Homer City codes.

The planning commission did not consider the need to replace the vacated drainage easement with an alternative drainage easement when approving vacation of the existing, platted drainage easement. The planning commission may require easements it determines necessary for the benefit of the public, including drainage easements for ditching or protection of a drainage. See, KPB 20.30.060.A. But this issue was not considered by the planning commission.

If the Homer City Council vetoes the decision to vacate this drainage easement, the petitioner could then reapply and include an alternative drainage easement, with proper location, permitting, and construction that is approved by the City according to City rules, to replace the drainage easement to be vacated.

So I am asking you to veto this vacation to allow petitioners and the land owners the opportunity to negotiate an agreement for an alternative drainage easement to be constructed according to the City Code and laws in replacement of the drainage easement to be vacated, an alternative drainage easement we can all agree on.



## History

Delineated official Wetlands along the slope above drained down into a creek. In 1984 the A A Mattox subdivision was approved and the drainage and the creek were protected by a drainage easement on that Plat. Please see this in the packet from the Borough.

In 1999 Petitioners, Pattons, owned lots 24 and 25 A A Mattox and applied for a replat to combine these lots for the purpose of enhancing their land value and expanding their house. This became an involved, contested process, please also review the Borough's packet and see the minutes.

Please note the important detail that the Homer City Council agreed to the Pattons' plat only on the condition that Pattons follow the recommendation of Homer Public Works that a 10' drainage easement be platted to protect the drainage. The minutes state that Petitioners volunteered this drainage easement.

This drainage was described in the minutes to include a 2' wide stream. No place is any alternate drainage on Nelson Avenue described. In fact, at this time Nelson Avenue was a dry undisturbed access street. There was no diversion of drainage on to Nelson Avenue.

This is the drainage easement Pattons now seek to vacate, and we are asking you to veto that vacation.

Some time after that plat was approved, the wetlands and creek were dammed along the Pattons' property line, and a ragged ditch was cut down the middle of the Nelson right-of-way, making Nelson unusable for the required public access. The creek was diverted from its natural course in the drainage easement, and on to Nelson Avenue, thus drying up the easement as it crossed Pattons property but making Nelson unusable as the public access it was created for, and making a quagmire on Kalman Drive.

Homer Code 11.08.050 States that a permit shall be issued by the City for work on the right-of way "for any purpose"... No such permit exists for this work on the right-of-way, The damming of Wetlands and the ditch on Nelson was done in violation of 11.08.050.

The Pattons then built an addition to their house that some say is actually on the drainage easement.



When Echo Trading Company LLC applied to replace the original Quiet Creek Park plat with a new one, there was a great deal of Public Input on drainage, and the Kenai Borough only conditionally approved the plat and required us to bring our engineered drainage plan back to them so that there was additional oversight that the drainage was properly designed.

On June 4, 2018, Peggi Patton wrote the Borough objecting to our drainage plan. Her point was that our drainage plans interfered with her property and the drainage ditch now on Nelson Avenue. She tells the Borough that she, herself, caused the drainage to be dug on Nelson. Our surveyor objected to Borough that the letter was rude and self serving. There is no record that it was taken seriously by the Borough, but... it does exist and was written by Peggi Patton on June 4, 2018. See attached Patton letter and its attachments.

Early 2019 Peggi Patton submitted a request to the Borough on their form "Utility Easement Vacation" to vacate the drainage easement. The form she used was for Utility Easements, and vacation of Utility Easements follows different and more relaxed rules for vacation than does drainage easement. In error, the borough administered this drainage easement vacation petition as a utility easement.

In error, the Borough sent the vacation to the Homer Advisory Planning Commission as a utility easement and it was approved as a consent item. There was no notice to adjacent land owners and no notice of public hearing. These are legal requirements for vacation of drainage easements but this was not done.

I was working overseas at the time and had no idea this was being considered and received no notice.

Drainage easement vacations require public hearing and direct notice..

The Borough planning staff relied on the Patton petition, see the minutes attached.

**Attachments:**

1. Quiet Creek Park Presentation Plat attached, 1 page. Please see the location of Wetlands and creek that drain down to Patton property and the drainage easement.
2. A A Mattox 1984 Plat, 1 page, see drainage easement.
3. A A Mattox Peggi's Addition plat, 1 page. This is the drainage easement now being vacated.



4. 3 pages of minutes from 1999 Homer City Council meeting approving the Peggi's Addition plat showing 1) recognizing a 2' water flow, 2) City of Homer Public Works understanding that a 10' Drainage Easement will be dedicated, and 3) Staff recommendations that a 10' drainage easement is granted.
5. 1 page aerial photo from Borough showing the easement and relation to the house Pattons built on the property after the Wetlands were dammed and the water was ditched down the middle of Nelson Ave.
6. 4 page letter to Borough dated June 4, 2018 from Peggi Patton in which she complains about the drainage easement and admits contracting the drainage ditch on Nelson Ave.
7. Vacate Utility Easement form, 2 pages, as submitted by Peggi Patton and approved by the Borough and Homer Planning Commission. This is a Utility easement form that plainly says "no Public Hearing Required", but the easement is in truth a drainage easement and Public Hearings are required by law. See the 3 comments on page 2 that conflict with the evidence.
8. 1 page communication to Jordan Rief at Borough in which Peggi Patton incorrectly states "we did not create the drainage on the Nelson Ave. ROW".

## **Analysis**

The June, 2018 letter from Peggi Patton to Borough to object to Quiet Creek Park was a contemporaneous document that can be taken as valuable evidence. This letter is in the official records of the Borough but it was never considered in this vacation application. Obviously, Peggi Patton would hope her letter never came out as she now applied for this vacation.

The June 4, 2018 Peggi Patton letter to the Borough contradicts her 2019 petition to vacate the drainage easement.

The June 4, 2018 letter that I am providing is new evidence to this vacation application, never considered to this point.

Peggi Patton said in the 2019 vacation petition ... "that the drainage easement was never used since 1984" ... that is directly contradicted by the minutes of 1999 referring to 2' stream and HCC requirement for a drainage easement.

Peggi Patton again directly contradicts herself when she wrote "the drainage has affected her property for 22 years" in her 2018 letter but wrote "the drainage easement was never used since 1984" in the 2019 petition.



Please refer to page 94 of the Borough minutes and the reply Peggi sent to Borough in support of her petition:

Dear Jordan Mr Neal is incorrect. The drainage easement on our property has not been used for above property drainage. We did not create the drainage on the Nelson ave ROW I encourage the borough to speak with Kerry Meyer at the City of homer. Sent from my iPhone.

In the June, 2018 letter Peggi Patton tells the Borough she contracted digging the ditch on Nelson and included the invoice from the contractor, but in 2019 to support the vacation she tells the Borough “we did not create the drainage on Nelson Avenue”.

Peggi Patton tells the Borough more than once that she had “City approval”. There is not one record of any permit for work on the right-of-way. “City Approval” simply cannot exist without the legally required Permit as required by 11.08 and plat approval required by Chapter 21:

#### **11.08.050 Permit – Application.** SHARE

Any owner or user or the agent of the owner or user of property abutting City roads, streets, or alleys, before beginning any construction, shall make application for a permit from the City for construction within any dedicated right-of-way for any purpose. All applications shall be submitted to the City Planner who shall transmit the application to the Director of Public Works for approval. The following must accompany applications:

#### **21.14.050 Site development standards.** SHARE

All [development](#) in the Urban Residential District shall comply with the level one [site](#) development standards contained in HCC [21.50.020](#). [Ord. [08-29](#), 2008].

#### **21.50.020 Site development standards – Level one.** SHARE

This section establishes level one [site](#) development standards.

b. Drainage. All [development activity](#) on lands shall conform to the following:

1. Development shall provide a drainage system that is designed to deposit all runoff into either an engineered drainage system or into a natural drainage.

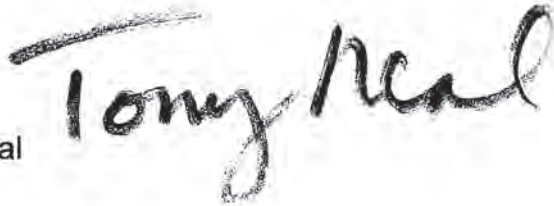
**Conclusion and Request**

The Borough decision to approve the vacation of this drainage easement without requiring an alternative drainage easement harms Echo Trading Company LLC and its adjacent uplands properties benefited by this drainage easement. Our lots 35 and 34 need this public access for driveways.

So, I conclude by saying, again, that this drainage easement vacation was not legally obtained, the Wetlands dam and ditch on Nelson Ave. is not conforming to City Standards and is not legally permitted, and that this vacation is harmful to the Public and to Echo Trading as an adjacent uplands owner and its properties benefited by this drainage easement. .. Homer City Council has the opportunity to rectify that and protect the Public Interest by denying approval of it.

Legally viable alternatives are available.  
Thank you.

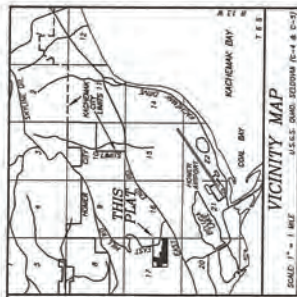
Echo Trading Company LLC by Tony Neal

A handwritten signature in black ink that reads "Tony Neal". The signature is written in a cursive, flowing style with a prominent horizontal stroke at the beginning.



1.

# PRESENTATION PLAT



**CERTIFICATE OF OWNERSHIP**  
PAUL TONY NEAL, III  
P.O. BOX 3368  
HOUMA, AK 99803-3368

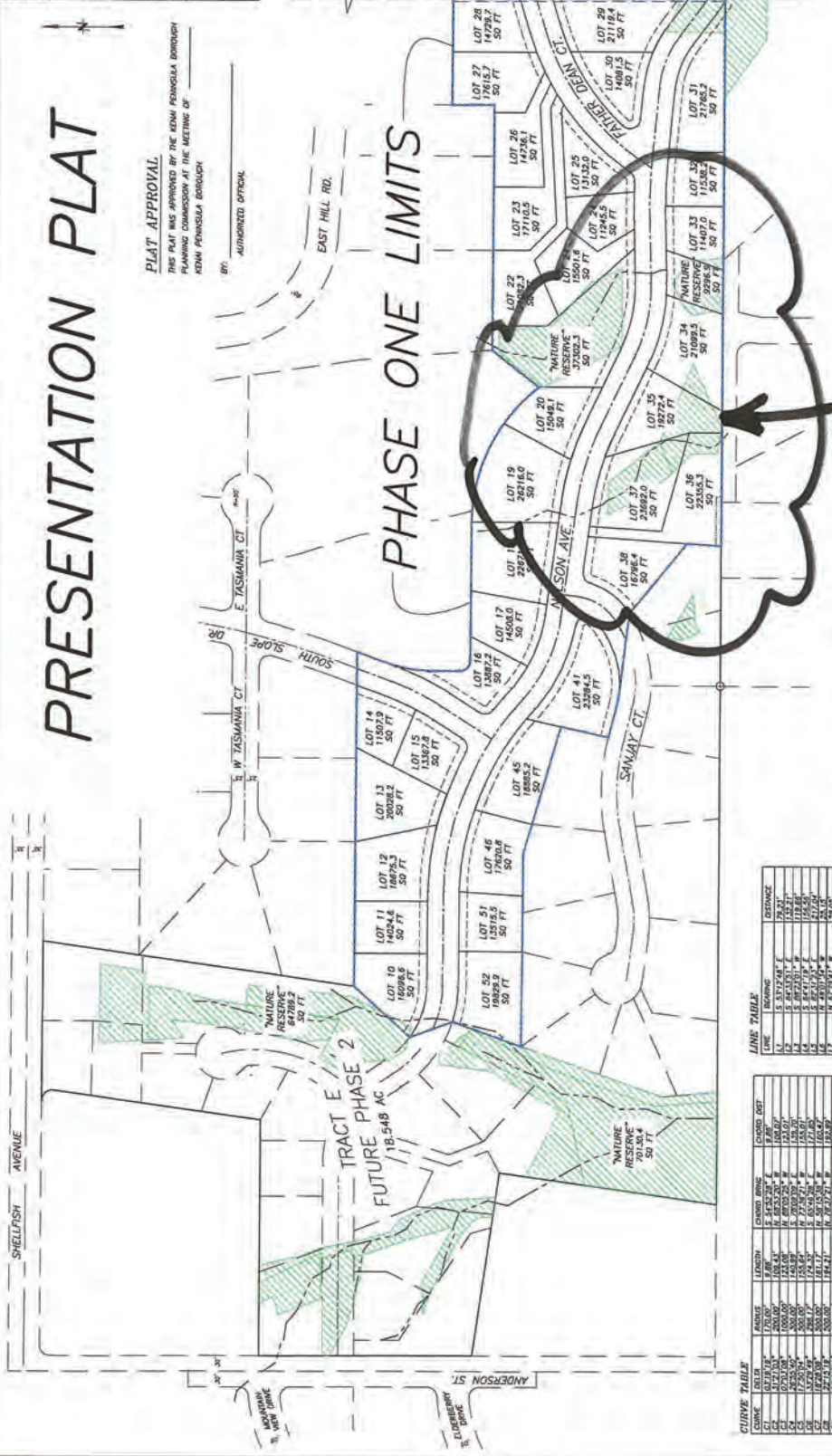
THE REAL PROPERTY SHOWN AND DESCRIBED HEREIN IS THE PROPERTY OF THE UNDERSIGNED, WHO IS THE OWNER OF THE SAME, AND WHO HAS THE RIGHT TO CONVEY THE SAME BY ANY AND ALL MANNER OF DEED, AND WHO HAS THE RIGHT TO CONVEY THE SAME BY ANY AND ALL MANNER OF DEED, AND WHO HAS THE RIGHT TO CONVEY THE SAME BY ANY AND ALL MANNER OF DEED.



**PLAT APPROVAL**  
THIS PLAT WAS APPROVED BY THE KENAI PENINSULA BOROUGH PLANNING COMMISSION AT THE MEETING OF \_\_\_\_\_  
KENAI PENINSULA BOROUGH

BY: \_\_\_\_\_  
AUTHORIZED OFFICIAL

## PHASE ONE LIMITS



NOTES: 1. THE PLAT IS SUBJECT TO THE KENAI PENINSULA BOROUGH PLANNING COMMISSION'S REVIEW AND APPROVAL.

2. THE PLAT IS SUBJECT TO THE KENAI PENINSULA BOROUGH PLANNING COMMISSION'S REVIEW AND APPROVAL.

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29. THE PLAT IS SUBJECT TO THE KENAI PENINSULA BOROUGH PLANNING COMMISSION'S REVIEW AND APPROVAL.

30. THE PLAT IS SUBJECT TO THE KENAI PENINSULA BOROUGH PLANNING COMMISSION'S REVIEW AND APPROVAL.

### CURVE TABLE

LINE	BEARING	DISTANCE
1	S 31°14'44" E	79.21
2	S 89°11'11" E	118.61
3	S 89°11'11" E	118.61
4	S 89°11'11" E	118.61
5	S 89°11'11" E	118.61
6	S 89°11'11" E	118.61
7	S 89°11'11" E	118.61
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11	S 89°11'11" E	118.61
12	S 89°11'11" E	118.61
13	S 89°11'11" E	118.61
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38	S 89°11'11" E	118.61
39	S 89°11'11" E	118.61
40	S 89°11'11" E	118.61
41	S 89°11'11" E	118.61

### LINE TABLE

LINE	BEARING	DISTANCE
1	S 31°14'44" E	79.21
2	S 89°11'11" E	118.61
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40	S 89°11'11" E	118.61
41	S 89°11'11" E	118.61

### NOTARY'S ACKNOWLEDGMENT

SUBSCRIBED AND SIGNED TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

BY: \_\_\_\_\_  
NOTARY PUBLIC FOR ALASKA

MY COMMISSION EXPIRES \_\_\_\_\_

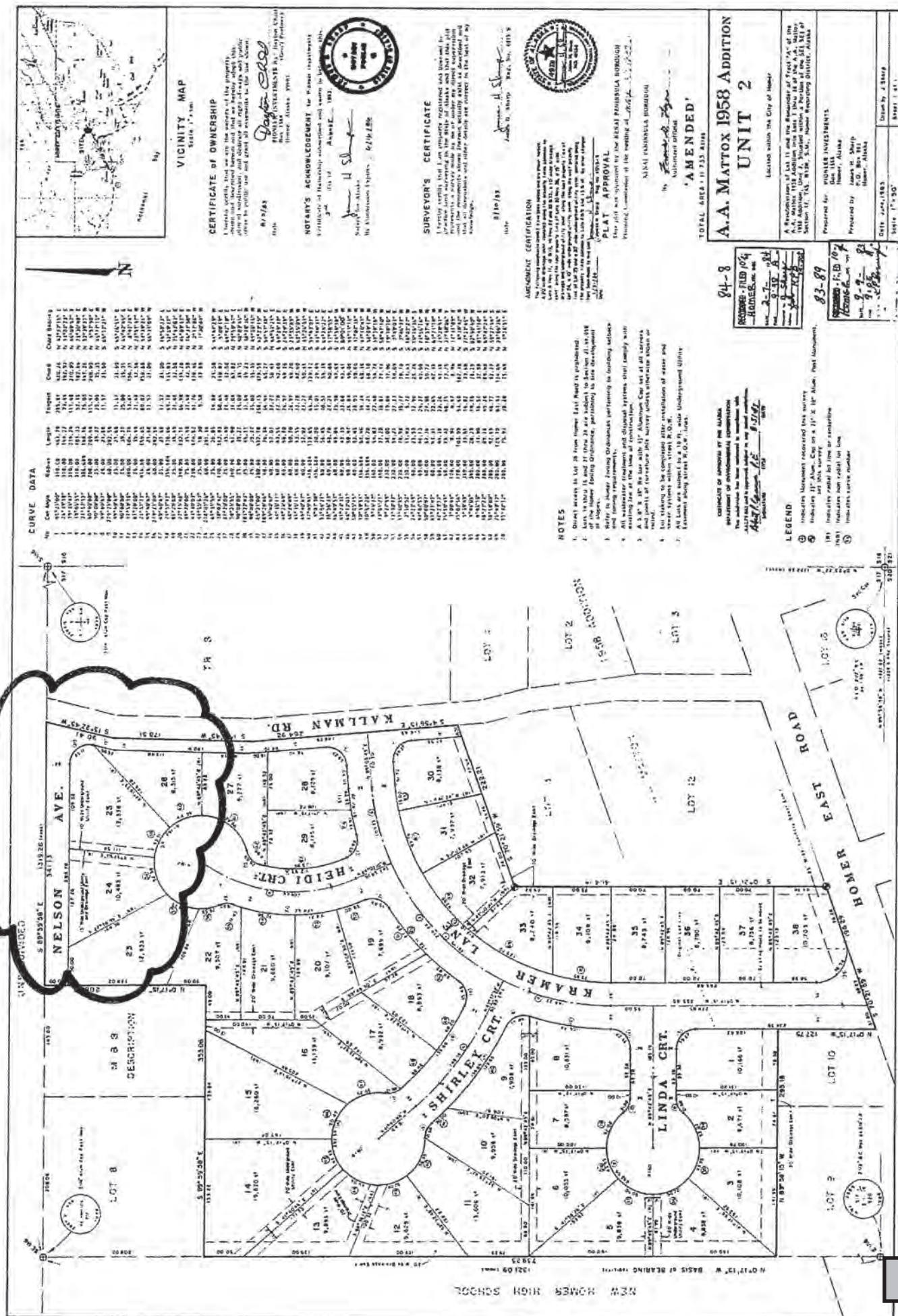
### WASTEWATER DISPOSAL

PLANS FOR THE WASTEWATER DISPOSAL, THAT MEET REGULATORY REQUIREMENTS ARE ON FILE AT THE DEPT. OF ENVIRONMENTAL CONSERVATION.

JARIN BORGER, CE-10887 DATE: \_\_\_\_\_



2.





HM 99-64

# OWNERSHIP CERTIFICATE

We hereby certify that we are the owners of the real property shown and described hereon and that we hereby adopt this plan of subdivision and by our free consent dedicate all rights-of-way to public use and grant all easements to the use shown.

We further certify that the Deed of Trust affecting this property does not contain restrictions which would prohibit this subdivision or require signature and approval of the beneficiary.

Robert D. Patton Owner of Lot 24  
Robert D. Patton Date  
450 Heidi Court  
Homer AK 99603



Notary's Acknowledgment  
 Subscribed and sworn to me before on this 13 day  
 of August 1999  
 for Robert D. Patton and Peggy L. Patton  
Mayhew Drive  
 Notary Public for Alaska  
 My Commission Expires 7-30-02

Vicinity Map 1" = 1000 ft



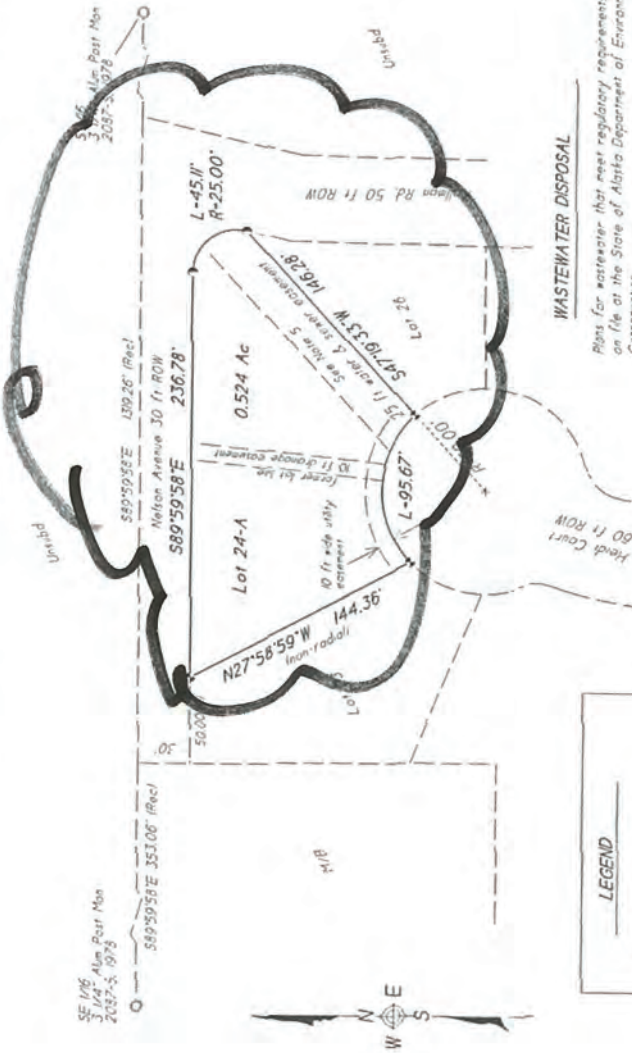
## AA Mattox Peggi's Addition

Being a Replat of Lots 24 and 25 AA Mattox  
 1955 Addition Unit 2 Amended as shown on  
 Record Plat 54-B Homer Recording District

Located within the  
 SE 1/4 SE 1/4 Sec. 17, T6S, R13W, S4M,  
 in the City of Homer  
 Third Judicial District, Alaska

Contains 0.524 Acres, more or less

Clients:	Surveyor:
Robert and Peggy Patton	Roger W. Whaff, RLS
450 Heidi Court	P.O. Box 2588
Homer AK 99603	Homer AK 99603
Drawn: PNH	Date: 3-23-99
Scale 1" = 50 ft	File partitioned KPB File No. 99-264



## WASTEWATER DISPOSAL

Plans for wastewater that meet regulatory requirements are on file at the State of Alaska Department of Environmental Conservation.

Robert D. Patton Owner of Lot 24  
Robert D. Patton Date  
450 Heidi Court  
Homer AK 99603

## PLAT APPROVAL

This plat was approved by the Kenai Peninsula Borough Planning Commission at the meeting of

May 24, 1999

KENAI PENINSULA BOROUGH

By Mr. Bob  
 Authorizing Official



## SURVEYORS CERTIFICATE

I hereby certify that I am a Registered Land Surveyor and that this plat represents a survey made by me or under my direct supervision and the monuments shown hereon actually exist as depicted and that the dimensions and other details are correct to the best of my knowledge.

Robert D. Patton Owner of Lot 24  
Robert D. Patton Date  
450 Heidi Court  
Homer AK 99603

99-64 2000  
 RECORDED  
 HOMER REC DIST  
 Date 11/16/99  
 By 11/16/99  
 Roger Whaff, RLS  
 P.O. Box 2588  
 Homer AK 99603

## NOTES

1. All wastewater disposal systems shall comply with existing applicable laws at the time of construction.
2. No permanent structures shall be constructed or placed within an easement which would interfere with the ability of a utility to use the easement.
3. Basis of Bearing is AA Mattox 1955 Addition Unit 2 Amended as shown on Record Plat 84-B Homer Recording District. Dimensions are record.
4. Utility and Drainage Easements as shown on the Parent Plat 84-B HED were vacated by action of the Homer City Council at their meeting on March 22, 1999.
5. The 25 ft water and sewer easement as shown hereon is not in use this date. Any use of this easement must be approved by the City of Homer Public Works Dept. and the ground must be returned to its original condition after construction. Furthermore, this easement shall be vacated by request of the City of Homer if water and sewer mains are placed in Kalkan Road.
6. General easement for electric lines or system is recorded in Book 19 Page 82 HED in favor of Homer Electric Association, no definite location given.
7. Covenants affecting the lot shown hereon are as file at the Homer office of the State Recorder. See BL 141 P263, BL 145 P260, BL 145 P268, BL 152 P338, BL 159 P478.



4 113

**VOTE:** The third amendment passed by a majority vote.

HAMMELMAN YES	BRYSON YES	WHITMORE-PAINTER YES	BOSCACCI YES	CARPENTER YES	CLUTTS NO
COLEMAN ABSENT	GANNAWAY NO	HENSLEY ABSENT	JOHNSON NO	SKOGSTAD YES	SIX YES THREE NO TWO ABSENT

Chairman Hammelman asked the Commission if they needed to have the main motion as amended re-stated. No requests to have the main motion repeated were heard.

**VOTE:** The motion as amended passed by a majority vote.

HAMMELMAN YES	BRYSON YES	WHITMORE-PAINTER YES	BOSCACCI YES	CARPENTER YES	CLUTTS NO
COLEMAN ABSENT	GANNAWAY YES	HENSLEY ABSENT	JOHNSON YES	SKOGSTAD YES	EIGHT YES ONE NO TWO ABSENT

Chairman Hammelman said the Commission would recommend enactment of Ordinance 98-33 Substitute including the Commission's recommended amendments. He thanked everyone for their comments. He thanked Assembly Members Scalzi and Drathman for attending.

#### AGENDA ITEM E. UNFINISHED BUSINESS

- Petition to vacate the entire of the fifteen foot wide drainage and underground utility easement within the easterly fifteen feet of Lot 24, AA Mattox 1958 Addition Unit 2 Amended (Plat 83-89 & 84-8 HRD); and vacate the ten foot wide utility easement within the westerly ten feet of Lot 25, of said AA Mattox subdivision; being within Section 17, T5S, R13W, Seward Meridian, Alaska. Within the City of Homer; KPB File - 98-264 — Carried forward from November 23, 1998

Staff report as read by Lisa Parker.

PC Meeting 1/26/99

Petitioners: Peggi L. Patton of Homer, Alaska

Purpose as stated in petition:

There is a house on Lot 24. Lot 25 is vacant. The owners may vacate the common lot line between the lots sometime in the coming year. For the present however, they wish to extend their garage easterly and develop the existing driveway on Lot 25 for access. The driveway for Lot 24 would be abandoned and reclaimed for lawn.

These plans and other construction plans require the removal of 15 foot utility and draining easement on Lot 24. The Pattons have offered and the City of Homer has agreed to dedicating a 10 foot drainage easement on Lot 25. There is an existing 10 foot utility easement already in place. Since a drainage and utility easements are not necessarily compatible, we therefore ask that the utility easement for Lot 25 also be vacated.

There is an existing 2 foot wide ditch close within Lot 25 handling the current water flow, primarily for breakup.

Notice of vacation mailings were sent to owners of property within a 300 foot radius.

During the November 23, 1998 public hearing, Bob Barnett of Homer spoke against the vacation. Following the hearing, the motion to postpone until January 26, 1999 carried.



4 2) 12

Since the November meeting, the City of Homer, on January 5, 1999 submitted a letter wherein they state the City has no objection to the easement vacation as originally submitted. When water and sewer service would be extended to the north of the referenced subdivision, the City would plan to have the utilities placed in the Kallman right-of-way rather than in the referenced easement. The City prefers the utilities be placed in the right-of-way for the following reasons:

- 1) The utilities could serve the lots to the east of Kallman Road;
- 2) The existing 25' wide utility easement is marginal in width for accommodating both the water and sewer lines; and
- 3) Maintenance of the utilities would be more easily accomplished in the ROW than in an easement on private property. The City has also stated — *The existence of a utility easement on the referenced lots should not be interpreted to mean that the City would approve the location for placement of water and sewer mainlines.*

No other comments have been submitted since the November 23<sup>rd</sup> hearing.

Statement of non-objection — November hearing

Homer Electric Association

PTI Communications

GCI Cablevision — GCI has no objections to the vacation but has requested grandfather rights to provide service in the future to two existing CATV underground service drops.

Statement of objection — November hearing

Bernadine and Bob Barnett - no address provided. A signed letter was sent via fax. Mr. Barnett objected to the vacation stating the easements were intended (he believed) and required to provide services to adjoining property on the north.

City of Homer comments

- 9/16/98 City of Homer Public Works stated no objection with the understanding that a 10' drainage easement will be dedicated along the western property line of Lot 25.
- 10/30/98 Handwritten on the 9/16/98 City of Homer Public Works letter is the notation "OK, does not need planning commission review" — signed by Eileen R. Bechtol.
- 11/18/98 Homer Planning Commission meeting - Mr. Barnett requested a letter from the City indicating they had received an objection. The Planning Director agreed to do so.
- 11/19/98 Memorandum from City of Homer Planning/Zoning advised that Mr. Barnett objected to the vacation; that he believed the easement was in place for future development of the property to the north of Nelson Avenue. The easement was to be used to bring the sewer main to the north property for development. The City Planning Department requested the City Public Works to see if there is a viable alternative.
- 11/20/98 City of Homer Public Works - sent via E-mail: It has been verified in the field that the sewer mainline can be extended through the Kallman ROW rather than exclusively through the existing utility easement between Lots 24 and 25 of AA Mattox Sub. It may require running additional piping, but the Kallman ROW provides an adequate corridor for future utility expansion to Barnett's Subdivision.

Borough staff has reviewed the file for A.A. Mattox 1958 Addition Unit 2 and made the following findings.

The preliminary plat did not show the easements currently under review for vacation.

The City staff did not request the easements along the lot line common to Lots 24 and 25; nor did the City Commission.

The Borough staff did not request the easements along the lot line common to Lots 24 and 25, nor did the Borough Plat Committee or Planning Commission.

The utility companies reviewing the plat did not request the easement in this location.

The plat was filed on September 9, 1983 in the Homer Recording District as Plat 83-89 without these easements.

On February 7, 1984, an amended plat was filed in the Homer Recording District as Plat 84-8. The plat was amended to add these easements, as well as other drainage easements.

**FINDINGS**



4 3 0/3

1. No utility company objects to the vacation.
2. The City has stated no objections.
3. The City has advised that Kallman right-of-way provides an adequate corridor for future utility expansion to Barnett's Subdivision.
4. The existing easements were not requested or recommended by either the City or the Borough.
5. GCI Cablevision has requested rights to provide service in the future to two existing CATV underground service drops; however, they did not provide information showing the location of these existing facilities.

Based on the above findings and facts, staff has no basis upon which to recommend a denial of the vacation and is recommending the vacation be approved.

**STAFF RECOMMENDATIONS:**

- A. Planning Commission make their findings, and approve KPBPC Resolution 99-03, thereby granting the vacation subject to the following conditions:
  1. Granting the ten foot drainage easement within the westerly ten feet of Lot 25, as requested by City of Homer Public Works Department.
  2. Granting easement for use of GCI's existing facilities.

**NOTE:** If the vacation is denied, the petitioner has eight calendar days in which to appeal the Planning Commission denial. Written appeal must be submitted to the Homer City Clerk.

**END OF STAFF REPORT**

**MOTION:** Commissioner Carpenter moved, seconded by Commissioner Boscacci, to concur with, accept the findings, and approve KPBPC Resolution 99-03, thereby granting the vacation subject to staff recommendations.

Commissioner Gannaway opposed the motion. Mr. Barnett is being asked to put utilities along more than 400' of Kallman Road. However, the distance along the utility easement is about 100'. Commissioner Gannaway understood the expenses involved. Mr. Barnett will not recover the money he will spend on the utilities because the City does not refund money paid for utilities. The proposed vacation will force Mr. Barnett to spend three times the amount to put in utilities.

**1. Bob Barnett**

Mr. Barnett did not think much development would occur on the northern side in the near future. The extra cost of running a sewer line several hundred feet unnecessarily seemed like a ridiculous requirement. The easement was put in by the developer so the property to the north could be served from the cul-de-sac. Mr. Barnett thought it was unreasonable to vacate the easement.

Recalling previous discussions, someone asked if it would be acceptable to move the easement to the east or west. Mr. Barnett would not object if the easement is moved either to the east or west. He did not want the easement vacated.

**2. Roger Imhoff**

Mr. Imhoff said he was representing Peggy Patton. He noticed an omission from the City of Homer comments. An additional letter dated January 5, 1999 was written. In trying to resolve everyone's concerns, he asked the Homer Public Works Department if they would object to moving the easement 25' to the eastern side of Lot 25. The Public Works Department said they did not care about the location of the easement on the lot because Mr. Barnett had to use Kallman Road if he wanted to develop the property to the north. The Public Works Department does not want the water/sewer lines going through a private lot. They want the lines in the right-of-way where they can work on them without disrupting private property.

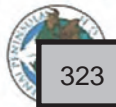
Commissioner Gannaway commented that water and sewer lines crossed private property throughout Homer.



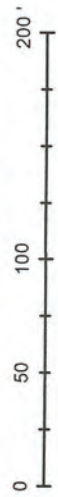
S.




The information depicted hereon is for a graphical representation only of best available sources. The Kenai Peninsula Borough assumes no responsibility for any errors on this map.



Aerial View



 Drainage Easement Vacation

JReif, KPB  
Date: 4/25/2019  
Imagery: Aug 2016



6 1/4

June 4, 2018

Peggi & Robert Patton  
4510 Heidi CT.  
Homer, Alaska 99603

Kenai Peninsula Borough  
Planning Department  
144 N. Binkley ST.  
Soldotna, AK 99669

ATTN: Maria Sweppy

Reference: KPB File 2014-016 Prelim Platt Approval Postponed to June 11, 2018

Maria Sweppy,

My Husband and I own Lot 24-A of A.A.Mattox Peggi's Addition by AA Mattox Peggi's Addition Plat HM 99-064. KPB File 2017-003.

We firmly object to the approval of Barnett's South Slope Subdivision, Quiet Creek Park. A 64 Lot proposal being considered.

I have a copy of the proposed drainage system for this subdivision (Attached).

Since we purchased the property in 1995 there has been adverse water damage to our home. This is due to poor drainage behind our home and a culvert that consisted of two 50-gallon drums welded together across a dedicated, across but never developed, 30' ROW called Nelson Ave. This failed drainage has been draining onto the back of our property, causing problems in our crawl space, plumbing and electrical systems for 22 years.

Since the discovery of the failed drainage. We hired Paul Hodgedon, dba Homer Winter Services Inc. to come and give us a bid to do the remediation with the appropriate permits/Permissions from the City of Homer. The remediation consisted of removing of the (Inappropriate culvert), complete new drainage



6 2 / 4

behind our garage, and the drainage ditch on the 30' Nelson Ave. Row. This remediation was at a cost of \$14854.00. There has been no compensation from the City of Homer for the 22 years of adverse drainage, nor remediation of the drainage issue to our property. We are certainly not interested in having further drainage problems due to poor planning.

This new subdivision is proposing to culvert Nelson Ave. into the natural drainage, and the ditch in 30' Nelson Ave. Row, (low volume ditch). This proposed drainage plan would dump even more water from the hillside above us onto our property. (See attached Plat).

The new proposed Nelson Avenue, (the main thoroughfare into this new subdivision), with lot numbers 36, 37 & 38, (with lot 38 being a big flag lot), all abutting the North side of our property.

The above-described culvert will empty into the drainage between lots 37 & 36, ant the NE corner of lot 38. Again all of which abut the North side of our property. This particular drainage plan has ZERO plan to prevent further adverse drainage issues to our property, as well as, other properties below the proposed subdivision.

It is our position that this contractor has a very poor reputation in our community for poor quality development projects. This particular proposed project would inflict further financial damage and is devaluing our property. We also feel that the City of Homer and the Kenai Peninsula Borough have been Complicit in protecting surrounding properties, when approving past and present developments, which usually results in further financial damages and devaluation of their properties.

PLEASE, take further consideration to the poorly designed drainage that are clearly present. Also, consider a report from an outside engineering company that shows all adverse effects to the existing drainage plan. Also, please remember we are property tax payers as well.

We appreciate your attention and considerations.

Robert D. & Peggi L. patton

6344

**Homer Winter Services, Inc.**  
**P.O. Box 3055**  
**Homer, AK 99603**  
 907-235-7119 Fax 907-235-8332  
 hws@acsalaska.net

# Invoice

Date	Invoice #
8/25/2017	4832

Bill To
Bob Patton Heidi Court

**PAID**  
**08/25/2017**

Terms	Account #

Served	Qty	Description	Rate	Amount
8/14/2017		Service Provided - Remove old culvert and reline ditch	0.00	0.00T
	6.5	9020 Backhoe	250.00	1,625.00T
	6.5	Labor	85.00	552.50T
		Subtotal		2,177.50
8/15/2017		Service Provided - stock piling drain rock and cement blocks	0.00	0.00T
	11	Labor	85.00	935.00T
		Subtotal		935.00
8/16/2017		Service Provided - haul away trees and brush	0.00	0.00T
	6.5	9020 Backhoe	250.00	1,625.00T
	6.5	Dump Truck	105.00	682.50T
	6.5	Labor	85.00	552.50T
		Subtotal		2,860.00
8/17/2017		Service Provided - hooking up temp fuel tank	0.00	0.00T
	4	Labor	85.00	340.00T
	1	Dump Truck	105.00	105.00T
		Subtotal		445.00
8/21/2017		Service Provided - Remove old tank	0.00	0.00T
	4	Labor	85.00	340.00T
		Subtotal		340.00
8/23/2017		Service Provided - Installing under drains	0.00	0.00T
	8	9020 Backhoe	250.00	2,000.00T
	13	Labor	85.00	1,105.00T
	3	Dump Truck	105.00	315.00T
		Subtotal		3,420.00
8/25/2017		Service Provided	0.00	0.00T
	6	Dump Truck	105.00	630.00T
	2.5	9020 Backhoe	250.00	625.00T

Thank You	<b>Total</b>
	<b>Payments/Credits</b>
	<b>Balance Due</b>



6 + 74

Homer Winter Services, Inc.

P.O. Box 3055

Homer, AK 99603

907-235-7119 Fax 907-235-8332

hws@acsalaska.net

# Invoice

Date	Invoice #
8/25/2017	4832

Bill To
Bob Patton Heidi Court

**PAID**  
08/25/2017

Terms	Account #

Serviced	Qty	Description	Rate	Amount
	6.5	Skidsteer/Takeuchi Loader	165.00	1,072.50T
	16	Labor	85.00	1,360.00T
	60	Gravel	24.00	1,440.00T
		Service Provided - Clean up	894.00	894.00T
		Subtotal		6,021.50
		Homer Sales Tax	37.50	37.50
		Customer Discount	-1,382.50	-1,382.50
		Sales Tax	0.00%	0.00

Thank You	<b>Total</b>	\$14,854.00
	<b>Payments/Credits</b>	-\$14,854.00
	<b>Balance Due</b>	\$0.00





Kenai Peninsula Borough Planning Department  
144 North Binkley  
Soldotna, Alaska 99669-7599  
Toll free within the Borough 1-800-477-4441, extension 2200  
(907) 714-2200

7  
192

**Petition to Vacate Utility Easement**  
**No Public Hearing Required**

Submit completed form to the Kenai Peninsula Borough Planning Department, 144 North Binkley St., Soldotna, AK 99669

Upon receipt of complete application with all required attachments the vacation will be scheduled for Planning Commission action. The petitioner must secure and submit written comments from utility companies. If the easement is within city limits; secure and submit city's written comments. The completed petition, with all required attachments, accompanied by a \$75.00 non-refundable fee, must be submitted to the Planning Department a minimum of thirty (30) days prior to the meeting at which the Planning Commission will take action.

☒ Fees - \$75.00 non-refundable fee attached.

To accomplish an approved vacation; a Planning Commission Resolution must be filed with the State Recorder to enter the vacation into the public records unless the vacation is accomplished by plat. Petitioner must pay filing fees (usually \$22-\$27).

☒ Utility easement requested to be vacated was granted by plat of Subdivision, filed as Plat No. 99-64 in Homer Recording District. *NOT a utility easement (drainage)*

☒ Utility easement proposed to be vacated was granted by (specify type of document) as recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_ Recording District. (Copy of recorded document must be submitted with petition) *COULDN'T FIND ANY RECORDED DOCUMENT*

☒ Comments from *Hea* Electric Association attached.

☒ Comments from *N/A* Gas Company attached.

☒ Comments from *ACS* Telephone Company attached.

☒ Comment from *GCT* Cable Company attached.

☐ Comments from the KPB Roads Department attached if applicable.

☐ Comments from City of \_\_\_\_\_ attached.

☒ One copy of plat or map (sketch) showing area proposed to be vacated. If easement was granted by document; one copy of recorded document must be submitted.

☐ If an existing structure is encroaching into easement; As-Built showing encroachment must be attached.

Is easement being used by utility company?

☐ Yes

☒ No

If yes, which utility \_\_\_\_\_

Please note comments or no comments on the sketch or plat that is to be submitted with the petition.

The petitioner must provide reasonable justification for the vacation. Reason for vacating:

SEE ATTACHED REASON FOR VACATING:

The petition must be signed (written signature) by owners of the land subject to the easement proposed to be vacated. Each must include mail address and legal description of his/her property.

Submitted by: Signature *Peggy L. Patton* As ☒ Petitioner ☐ Representative

Name: PEGGY L. PATTON

Address: 4510 HEIDI CT.

HOMER, AK 99603

Phone: 907-399-4055

**Petitioners:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Owner of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Owner of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Owner of \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Owner of \_\_\_\_\_

7 292

The petitioner's reasonable justification for vacation of 10' drainage easement.

Subject Property: Lot 24A AA Mattox Peggi's Addition Plat No. 99-64

The 10' drainage easement on the above mentioned subject property has not been used since it was platted on the subject property original plat 84-HRD. 1

There is an alternative corridor in place on the Nelson Avenue ROW above the north lot line of the subject property. A long driveway permit on the Nelson Avenue ROW has been issued by the City Of Homer to the Quiet Creek Park LLC Project. The long driveway permit requires that the existing Drainage corridor remain in place on the North side of the long driveway. (see driveway permit, original and current subject property plats 84-HRD and 99-64, attached) 2

The current corridor on the Nelson Avenue ROW handles any storm or seasonal water runoff from the Quiet Creek Park LLC Project and above, as well as, the drainage plan in place in the Quiet Creek Park LLC Project.

It is my understanding that the City of Homer prefers not to cross personal property when other more adequate options or corridors are available to the City of Homer for drainage and seasonal runoff.

The subject property is currently for sale and buyers are concerned about the future use of the subject property 10' drainage easement, therefor preventing them from making an offer on the subject property. This is creating an adverse effect to the subject property.

Vacating this easement would not create any adverse effects to the surrounding properties. 3



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**From:** [peggi.patton](#)  
**To:** [Reif, Jordan](#)  
**Subject:** Re: AA Mattox Peggi's Addition Lot 24-A Drainage Easement Vacation KPB 2019-048V  
**Date:** Tuesday, June 11, 2019 6:42:38 AM  
**Attachments:** [image001.png](#)

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Dear Jordan

Mr Neal is incorrect. The drainage easement on our property has not been used for above property drainage. We did not create the drainage on the Nelson ave ROW I encourage the borough to speak with Kerry Meyer at the City of Homer.

Sent from my iPhone

On Jun 10, 2019, at 8:38 AM, Reif, Jordan <[jreif@kpb.us](mailto:jreif@kpb.us)> wrote:

Hi Peggi,

Attached please find a comment from the public on AA Mattox Peggi's Addition Lot 24-A Drainage Easement Vacation KPB 2019-048V. The comment will be presented to the Planning Commission for their review.

Best,

**Jordan Reif**  
Platting Technician  
(907) 714-2200  
(907) 714-2378 Fax

**KENAI PENINSULA BOROUGH**  
144 North Binkley Street  
Soldotna, Alaska 99669



**PUBLIC RECORDS LAW DISCLOSURE:** This email and responses to this email may be subject to provisions of Alaska Statutes and may be made available to the public upon request.

<KPB 2019-048V Neal Comment 6\_10\_19.pdf>